

1907-016 Chancery Causes Tidewater Railway Company vs James E. T. Joyner & ux

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Isle of Wight County

TIDEWATER RAILWAY COMPANY
LEGAL DEPARTMENT(Copy)
NOTICETo Joe E. T. Joyner
Isle of Wight County, Va.

YOU WILL PLEASE TAKE NOTICE, THAT A CERTAIN OPTIONAL CONTRACT OF PURCHASE OF LAND MADE BY YOU ON THE 6th DAY OF May, 1905, TO THE TIDEWATER RAILWAY COMPANY, A VIRGINIA CORPORATION, AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF Isle of Wight COUNTY, VIRGINIA, IN DEED BOOK NO. 71, PAGE NO. 5-48, IS HEREBY ACCEPTED UPON THE TERMS AND CONDITIONS SET OUT IN SAID WRITTEN CONTRACT, SUBJECT TO THE PROVISIONS THEREIN CONTAINED THAT CONVEYANCE SHALL BE WITH COVENANTS OF GENERAL WARRANTY OF TITLE, FREE FROM INCUMBRANCES. AND YOU ARE HEREBY NOTIFIED THAT IT IS THE INTENTION OF THE TIDEWATER RAILWAY COMPANY TO DEMAND FROM YOU A DEED WITH THE COVENANTS AS AFORESAID FOR THE LAND SET FORTH AND DESCRIBED IN SAID WRITTEN CONTRACT, AND TO IN ALL RESPECTS COMPLETE THE SAID CONTRACT: RESERVING, HOWEVER, UNTO THE SAID COMPANY THE RIGHT, UNDER SUCH CONTRACT SECURED TO IT, TO HAVE A REASONABLE TIME IN WHICH TO MAKE NECESSARY SURVEYS AND EXAMINATION OF TITLE.

THIS 22nd DAY OF Sept 1905

TIDEWATER RAILWAY COMPANY.

BY Wm. H. Hill
agent.

(Copy)

Exhibit B.

I served the within notice by delivering a true copy thereof to James E. T. Joyner, in person, in Isle of Wight County, Virginia, on the 22nd day of September, 1905.

Given under my hand this 22nd day of Sept., 1905.

Wm. H. Hill.

Taken, subscribed and sworn to before the undersigned a Notary public in and for the City of Norfolk and State of Virginia, this 28th day of September, 1906.

John J. Corell

NOTARY PUBLIC.

My Commission expires June 12, 1909.

(copy)

FORM L. 6.

THIS AGREEMENT, Made this 16th day of May 1904
between Jas E. T. Joyner and Laura T. Joyner,
his wife

of the County of Dale of Wight and State of
Virginia, parties of the first part, and the TIDEWATER RAILWAY COMPANY, a Corpor-
ation chartered and organized under the laws of the State of Virginia, party of the second part.

Whereas, The party of the second part proposes to build a line of railway from the West
Virginia State line, at or near New River, through Southern Virginia and to Tidewater; and

Whereas, The parties of the first part own a certain tract of land situate in the District
of Windsor, County of Dale of Wight, and State of Virginia, on
the waters of Blackwater river and bounded
on the North by the lands of Mr. Luck's Estate
on the East by the lands of L. H. Carr & J. H. English
on the South by the lands of J. P. Holland
and on the West by the lands of Joseph Johnson
containing about 332 acres.

Now; Therefore, This Agreement Witnesseth: That for and in consideration of one
(\$1.00) Dollars, cash, to the parties of the first part, in hand paid, the receipt of
which is hereby acknowledged, and in consideration that the party of the second part shall
adopt as a location of its said proposed railway or a branch thereof, a line crossing the said
lands of the parties of the first part, the said parties of the first part do hereby covenant
and agree to grant and convey unto the said party of the second part, its successors or assigns,
with covenants of general warranty of title, free from encumbrances, upon demand, a strip of
land for a right of way 100 feet wide, that is to say 50
feet on each side of the center line of the railway of the party of the second part or a branch
thereof, as finally located through the said lands of the parties of the first part, together with
so much additional land contiguous thereto as may be required for the slopes of cuts and fills,
drainage, waste banks and borrow-pits.

The parties of the second part shall
pay to the parties of the first part the
sum of Four Hundred and seventy-five
(\$475.00) Dollars for said strip of land
so taken; which sum shall be in full
for said strip of land, the damage to

"Exhibit A"

The parties of the first part shall have the privilege of removing any buildings now on said lots of land at any time prior to the beginning of the construction of rail road on said premises;

TESTE: N. F. Yarnes C.C.

copy

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AGREEMENT

BETWEEN

Geo. E. J. Joyner

AND

TIDEWATER RAILWAY CO.

Dated May 16 1905

Delaware County.

Received for record this 1st

day of June 1905

N. F. Young Clerk.

Recorded in Deed Book No. 71

Page 5-18

Examined & Verified Clerk.

Pay & fee \$ 2.10

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Tidewater Railway Company)

v.)

J. E. T. Joyner, Laura V. Joyner.)

DECREE.

On motion of the plaintiff this cause is dismissed from
the docket, *at the costs of the said Plaintiff.*

Tidewater Railway C o.,

v.

J. E. T. Joyner.

D E C R E E.

March 12-1907.

To be entered.

R. E. Boykin

C. O. B. No. 6, page 491

Executed as the within by delivering a copy
of the within summons to J. E. T. Joyner. Deane
W Joyner. Oct. 1st 1906.
Per A. Edwards Secy.

Shubert Ry Co (a Corp)

v.s.

SUBPOENA
IN
CHANCERY.

J. E. T. Joyner et al

Wm H. Butler p. q

To Mr. Thompson Rules,

Current Court.

1906

B 3119

TO THE HONORABLE R. E. BOYKIN, JUDGE OF THE CIRCUIT
COURT OF ISLE OF WIGHT COUNTY.

Humbly complaining sheweth unto the Court your complainant, the Tidewater Railway Company, ^{a Corporation,} that J. E. T. Joyner being or pretending to be seized and possessed of or otherwise well entitled unto a certain parcel of land and the appurtenances thereunto adjoining or belonging, situated in Isle of Wight County, Virginia, and described as hereinafter stated, and the inheritance in fee simple thereto, did on or about the 16th day of May, 1905, enter into an agreement with your complainant for the sale of said parcel of land to it, which agreement was reduced into writing and signed by the said defendant and his wife, Laura V. Joyner, a copy of which agreement giving a description of said parcel of land is hereunto annexed, marked "Exhibit A", and prayed to be read as a part of this bill.

Your complainant further sheweth unto the Court that on or about the 22nd day of September, 1905, and before the day fixed for the expiration of the rights acquired by your complainant under said agreement, your complainant served a notice in writing upon the said J. E. T. Joyner that the certain optional contract, or agreement above referred to was thereby accepted upon the terms and conditions set out in said written contract subject to the provisions therein contained that the conveyance shall be made with covenants of general warranty of title, free from encumbrances, a copy of which notice in writing, with the endorsements thereon showing service thereof, marked "Exhibit B" is hereunto annexed, and prayed to be read as a part of this bill; and that the said J. E. T. Joyner has delivered up possession of the said purchased parcel of land to your complainant, and your complainant is still in possession of said land.

And your complainant further sheweth unto the Court that it hath always been ready and willing to perform its part of the said agreement, and upon having made to it the conveyance with covenants of general warranty of title, free from encumbrances to pay the purchase money to the said J. E. T. Joyner. And your complainant hoped that the said J. E. T. Joyner would have specifically performed his part of said agreement, as in justice and equity he ought, but the said J. E. T. Joyner refuses to perform his part of the said agreement, and refuses and declines to make to your complainant the conveyance with covenants of general warranty of title, free from all encumbrances, notwithstanding your complainant has requested him so to do, and has offered to pay him the purchase money upon having proper conveyance of the said parcel of land executed to your complainant, its successors and assigns.

And your complainant charges that the whole of the purchase money for the said parcel of land hath been ready and unproductive in its hands for completing the said purchase from the time it ought to have been completed. All of which actings and doings of the said defendant are contrary to equity and good conscience, and tend to the manifest wrong, injury and oppression of your complainant in the premises.

In consideration whereof, and forasmuch as your complainant is remediless in the premises save by the aid of a Court of Equity, where matters of this nature are properly cognizable and relievable, it prays that J. E. T. Joyner and Laura V. Joyner, his wife, may be made parties defendant to this bill and required to answer same, but not under oath, as answers under oath are expressly waived, that the said defendants may be compelled by the decree of this honorable court to perform the said agreement and to make to your complainant a deed in accordance with same, your complainant being willing and hereby again offer^{ing} to pay to the defendant, J. E. T. Joyner

the purchase money for said parcel of land, and that your complainant may have such further and other relief in the premises as to the Court shall seem meet, and the nature of this case may require.

And your complainant will ever pray, etc.

McLeune & Lowitt, p.g.

Tidewater Railway Co. a Corp'n
vs Bill
J.E. Joyner and Laura V. Joyner

1st November rules - 1906

Process returned executed on
all defendants - Continued
for Bill.

2nd November rules - 1906

Continued for Bill

1st December rules 1906

Continued for Bill - and
not dismissed, but left at
rules at request of attorneys
for both Plaintiff and defendants

2nd December rules 1906

Bill filed. Decree nisi

1st January rules 1907

Defendants still failing to ap-
pear, filed answer or demurrer.
Bill taken for confessed and
case set for hearing