

1911-008 Chancery Causes'. Shaw Land & Timber Company vs J. Holleman

87

Sale of Wright County

VIRGINIA IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
FEBRUARY 7TH. 1910.

Shaw Land and Timber Company, a corporation
chartered and existing under the laws of the
State of Iowa,

vs) Chancery.

J. J. Holleman.

An injunction is awarded in accordance with the prayer of the accompanying bill, enjoining and restraining the defendant, J. J. Holleman, his agents, servants and employees from cutting, injuring or destroying any of the timber, except oak, on the tract of land containing four hundred and sixty (460) acres, and on the tract of land containing one hundred and fifty six acres, situated in Hardy Magisterial District, in the County of Isle of Wight, Virginia, mentioned and described in the said bill and in the deeds from said J. J. Holleman and Augusta H. Holleman, his wife, to said Shaw Land and Timber Company, dated, respectively, the twenty fifth day of August, 1906, and the 8th. day of August, 1907, copies whereof are filed with said bill. But nothing contained in this order shall prevent the said J. J. Holleman, his agents, servants or employees from cutting and removing from the said tract of land in a careful and workmanlike manner the oak timber thereon, or from doing such injury to the other timber on said land as may be necessarily incident to the cutting and removal of the said oak trees in a careful and workmanlike manner. This injunction shall, unless sooner dissolved or enlarged, be effective for and during the period of sixty days from this date.

This injunction shall not take effect until the plaintiff, Shaw Land and Timber Company, or some one for it, shall enter into and acknowledge a bond before the clerk of this Court with good security, in a penalty of \$200.00 conditioned to pay all such costs as may be awarded against said plaintiff and small such damages as may be incurred in case this injunction shall be dissolved.

A copy.

Teste,



Clerk.

VIRGINIA,

In the Circuit Court of the County of Isle of Wight.

Shaw Land and Timber Company, a corpo-
ration chartered and existing under
the laws of the State of Iowa,

vs

J. J. Holleman.

To J. J. Holleman:-

Please take notice that on the ²⁹30th day of March,
1910, at two o'clock P. M. of that day, Shaw Land and Timber Company
Hon. Benjamin D. White,
will move the Judge of the Circuit Court of Isle of Wight County,
Virginia, at his office No. 508 Seaboard Bank Building, in the City
of Norfolk, Virginia, to enlarge the injunction heretofore awarded
by said Court against you in the above entitled cause, and to con-
tinue the said injunction to the hearing of said cause.

Very respectfully,

SHAW LAND AND TIMBER COMPANY,

by



Its Attorney.

Norfolk, Virginia, 23rd March, 1910.

Shaw Land & Timber Co

^{as}
J. J. Holleman

30 March 1910

Filed

Test. A. Johnson. clt

State of Virginia,

City of Norfolk, to-wit;

Before the subscriber, a Notary Public for the City afore-
said, in the State of Virginia, personally came L. W. Brown
and made oath and stated that he served the within notice
on the 25th day of March, 1910, by delivering a true copy
thereof in writing to J. J. Holleman in person.

L. W. Brown

Subscribed and sworn to before me the day and year first
above written.

M. A. Edwards
Notary Public.

KNOW ALL MEN BY THESE PRESENTS, that we, John S. Gale, principal, for Shaw Land and Timber Company, a corporation chartered and existing under the laws of the State of Iowa, and L. W. Brown, surety, are held and firmly bound unto J. J. Holleman in the just and full sum of TWO HUNDRED DOLLARS, to the payment whereof well and truly to be made to the said J. J. Holleman we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our Homestead Exemptions as to this obligation.

Sealed with our seals and dated this 10th. day of February, 1910.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, Shaw Land and Timber Company, a corporation, upon a bill in chancery against the said J. J. Holleman, addressed to the Circuit Court of the County of Isle of Wight, has obtained from the said court an injunction to enjoin and restrain the said

J. J. Holleman, his agents, servants and employees from cutting, injuring or destroying any of the timber, except oak, on the tract of land containing four hundred and sixty acres, and on the tract of land containing one hundred and fifty six ~~HEXES~~ and one half acres, situated in Hardy Magisterial District in the County of Isle of Wight, Virginia, mentioned and described in the said bill, and in the deeds from said J. J. Holleman and Augusta H. Holleman, his wife, to said Shaw Land and Timber Company, dated, respectively the 25th. day of August, 1906 and the 8th. day of August, 1907, copies whereof are filed with the said bill. But nothing contained in the said order shall prevent the said J. J. Holleman, his agents, servants or employees from cutting and removing from the said tracts of land in a careful and workmanlike manner the oak timber thereon, or from doing such injury to the other timber on said land as may be necessarily incident to the cutting and removal of said oak trees in a careful and workmanlike manner. This injunction shall, unless sooner dissolved or enlarged, be effective for and during the period of sixty days. This injunction shall not take effect until the plaintiff, Shaw Land and Timber Company, or some one for it, shall enter into and acknowledge a bond with good security, in the penalty of \$200.00 conditioned to pay all such costs ~~and expenses~~ as may be awarded against the said plaintiff and all such damages as may be incurred in case the said injunction shall be dissolved.

J. S. Gale (SEAL)

L. W. Brown (SEAL)

Clerk's Office of the Circuit Court of the County of Isle of Wight
February 10th. 1910. This day the foregoing bond was duly ~~signed~~
executed by the said J. S. Gale and J. S. Brown, and each of them,
upon oath, stated that after the payment of all of their just
debts, and those for which they are bound and expect to have to
pay for others, that they are worth the sum of two hundred dol-
lars.

A. S. Johnson Clerk.

A copy
J. S. Johnson cer

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Shaw Land Timber Co
vs. S. Injunten Bond
J. J. Hollenau

Filed Feb'y 10, 1910
H

Copy

J. J. HOLLEMAN ET UX

TO) BARGAIN AND SALE DEED BOOK NO. 73, PAGE 584.

SHAW LAND AND TIMBER COMPANY

THIS DEED, made this twenty fifth day of August, A.D. 1906, between J. J. Holleman and Augusta H. Holleman, his wife, of the County of Isle of Wight, Virginia, parties of the first part; and Shaw Land and Timber Company, a corporation duly chartered and organized under the laws of the State of Iowa, party of the second part:

WITNESSETH: That the said parties of the first part in consideration of the sum of Two Thousand (\$2000) Dollars cash in hand paid, the receipt whereof is hereby acknowledged, do grant, with General Warranty, unto the said Shaw Land and Timber Company, its successors and assigns, the following property, to-wit: All the timber of every kind and character, oak excepted, ten (10) inches and upwards across the stump, (outside measurement) twelve (12) inches above the ground at the time of cutting, on all that certain tract of land situated in Hardy District in the County of Isle of Wight, in the State of Virginia, near Sycamore Cross, being the same land which was devised to the said J. J. Holleman as two parcels, containing, together 388 acres, more or less, by Algernon S. Holleman, deceased, by his last will and testament, recorded in the County Clerk's Office of Isle of Wight County aforesaid, in Will Book No. 34, page 120, the said two tracts, taken together as one parcel, containing, by actual survey, four hundred and sixty (460) acres, the same with the metes and bounds thereof being shown by a plot there-of, made by E. C. Foreman, C. E. and hereunto attached as a part of this deed; and for the consideration aforesaid the said parties of the first part do further grant unto the said party of the second part its successors and assigns, the full term of fifteen (15) years from the date of this deed in which to cut and remove the said timber, with the right at any and all times

Exhibit A.

2

during the said term to enter upon the said lands by its agents, servants and employees for the purpose of cutting and removing the said timber or of manufacturing the same, and for the purposes aforesaid to erect and construct on said land all such sheds, buildings and other structures as the grantee, its successors or assigns, may deem expedient, and to lay and construct through and over such land such tramways, railways, tracks and roads as may be necessary or convenient for transporting the said timber or timber products, as well as timber, or timber products from other lands owned or controlled by the grantee, its successors or assigns, and to remove the said sheds, buildings, structures, tracks or tramways at will during the said term or at the end thereof, or during any ~~said~~ ^{of such term, or at the end of any such extension,} extension; provided, however, that no such shed, building or structure, tramway, railway or road shall be constructed or erected upon or across any of the open land belonging to the said tract in actual cultivation without the written consent of the said J. J. Holleman or his assigns thereto first obtained.

The grantee, its successors or assigns shall have the right to extend the said term from year to year not exceeding in all five years beyond said original term, by paying to the grantor, or his heirs or assigns, the sum of ONE HUNDRED AND TWENTY (\$120) DOLLARS, for each year the grantee, its successors or assigns shall cut or claim the right to cut timber on the said land after the expiration of said original term of fifteen years; and during any such extension shall have and enjoy all the rights and privileges provided herein for said original term, with all such rights and privileges ~~as are~~ incident thereto.

The said J. J. Holleman covenants that he has the right to convey the said timber and timber rights to the grantee, that the grantee shall have quiet possession of the said timber and timber rights, free from all encumbrances; that he, the said party of the first part will execute such further assurances of the said timber and timber rights as may be requisite, and that he has done no act to encumber the said timber and timber rights.

Witness the following signatures and seals:

J. J. Holleman, (SEAL)

Augusta H. Holleman, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, W. L. Folk, a Notary Public within and for the County aforesaid in the State of Virginia, do certify that J. J. Holleman and Augusta H. Holleman, his wife, whose names are signed to the writing above bearing date on the twenty fifth day of August, A.D. 1906, have acknowledged the same before me in my county aforesaid.

My term will end on the 8th. day of October, 1907.

Given under my hand this 25th. day of August, A.D., 1906.

W. L. Folk, Notary Public.

Virginia: Clerk's Office of the Circuit Court of Isle of Wight County, this 27th. day of August, 1906, at one o'clock P.M. this deed was received, and, with the certificate and plat annexed, admitted to record.

Teste,

A. S. Johnson Clerk.

A copy
Test. [Signature]
Clerk

VIRGINIA,

In the Circuit Court of the County of Isle of Wight.

In Vacation, On the 7th day of May 1911

Shaw Land and Timber Company, a cor-
poration chartered and existing under
the laws of the State of Iowa,

vs

J. J. Holleman.

In Chancery.

By consent of the parties hereby entered of record,
the above entitled cause is hereby made a vacation cause, and
may be submitted to the Judge of this Court for such decision
and decree therein in vacation as might be made in term, and
thereupon this cause came on this day to be heard on the com-
plainant's bill and exhibits filed therewith, the said bill
having been taken for confessed, and it appearing to the Court
that the parties to the said suit have agreed that the injunction
heretofore awarded therein shall be perpetuated, and that all
matters and questions of damage done by the defendant have been
fully compromised and settled, the Court, by consent of the
parties, doth ADJUDGE, ORDER and DECREE that the injunction
heretofore awarded in this cause be, and the same is hereby
made perpetual. And it further appearing to the Court that all
questions of costs have been adjusted between the parties, no
judgment for costs shall be entered herein. And nothing further
remaining to be done in this suit, the same is hereby removed
from the docket. All of which is hereby certified to the Clerk
of the Circuit Court of Isle of Wight County to be entered.

J. L. White

Virginia: Clerk's Office of the Circuit Court of the County of Isle
of Wight May 24th. 1911 this vacation decree was received and entered
of record.

Teste, *A. J. Johnson* Clerk.

Shaw Land and Timber Company

vs

J. J. Holleman.

We consent to the within
decree. *J. J. Holleman* p.q.

Geo. F. Whitley p.d.

C. O. B. No. 7, Page 70.

VIRGINIA,

In the Circuit Court of the County of Isle of Wight.

In vacation, on the 29th day of March, 1910.

Shaw Land and Timber Company, a corpo-
ration chartered and existing under
the laws of the State of Iowa,

vs

J. J. Holleman.

In Chancery.

This day came the complainant in the above entitled
cause by H. H. Rumble, its Attorney, and moved the Judge of said
Court to enlarge the injunction heretofore awarded by said Court
in said cause and to continue the said injunction to the hearing
of said cause; *Also came the defendant by George F. Whitley his attorney*
and it appearing to the said Judge that reasonable
notice of the said motion has been given to the defendant *Said*
the said motion having been fully argued by counsel
cause, and *the said defendant failing to appear at the hearing of*
said motion, it is ORDERED that the injunction heretofore awarded
by the said Court in said cause be, and the same is hereby en-
larged and continued to the hearing of said cause. *All of which is*

Certified to the Clerk of this Court to be entered in the
Chancery order book.

J. L. White
Judge of the Circuit Court of the
County of Isle of Wight, Virginia.

To the Clerk of the Circuit Court

of the County of Isle of Wight:

Virginia: Clerk's Office of the Circuit Court of the County of
Isle of Wight March. 30th. 1910, this vacation decree was re-
ceived and entered of record.

Teste,

John
Clerk.

Shaw-Land & Timber Co

vs

J. J. Hollemann

Order Enlarging Jurisdiction

C. O. B. No. 7

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Shaw-Land & Timber Co

In case of the Shaw-Land & Timber Co vs J. J. Hollemann

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VIRGINIA

In the Circuit Court of the County of Isle of Wight,

Shaw Land and Timber Company, a corpo-
ration chartered and existing under
the laws of the State of Iowa,

vs

J. J. Holleman.

In Chancery.

An injunction is awarded in accordance with the prayer of the accompanying bill enjoining and restraining the defendant, J. J. Holleman, his agents, servants and employees from cutting, injuring or destroying any of the timber, except oak, on the tract of land ^{and on the tract of land containing one hundred and fifty-six and one half acres} containing Four Hundred and Sixty (460) acres, situated in Hardy Magisterial District, in the County of Isle of Wight, Virginia, mentioned and described in the said bill and in the deeds from said J. J. Holleman and Augusta H. Holleman, his Wife, to said Shaw Land and Timber Company, dated ^{Respectively} the twenty-fifth day of August, 1906, ^{and the 8th day of August 1907} ~~and~~ ^{copies} whereof ~~are~~ filed with said bill. But nothing contained in this order shall prevent the said J. J. Holleman, his agents, servants or employees from cutting and removing from the said tracts of land in a careful and workmanlike manner the oak timber thereon, or from doing such injury to the other timber on said land as may be necessarily incident to the cutting and removal of said oak trees in a careful and workmanlike manner. This injunction shall ^{unless sooner dissolved or enlarged} be effective for and during the period of 60 days from this date.

This injunction shall not take effect until the plaintiff, Shaw Land and Timber Company, or some one for it shall enter into

and acknowledge before the Clerk of this Court bond with good security in a penalty of \$ 200⁰⁰ conditioned to pay all such costs as may be awarded against said plaintiff and all such damages as may be incurred in case this injunction shall be dissolved.

Judge of the Circuit Court of
Isle of Wight County, Virginia.

To the Clerk of the Circuit Court of
the County of Isle of Wight, Virginia.

Shaw Land Timber Co
 vs Chambers
J. J. Holcomb

Rough Decree

910

Feb. 7.

Enter this.

B. D. W.

C. 01911 - page 10

VIRGINIA,

In the Circuit Court of the County of Isle of Wight,

First March Rules, 1910.

Shaw Land and Timber Company, a cor-
poration chartered and existing under
the laws of the State of Iowa,

vs

J. J. Holleman.

Complainant's Bill.

To the Honorable BENJAMIN D. WHITE,

Judge of said Court:

Your complainant, Shaw Land and Timber Company, a corpo-
ration duly chartered and existing under the laws of the State of
Iowa, humbly complaining, sheweth unto the Court the following case;

(1) Your complainant is a corporation, as such duly char-
tered and existing under the laws of the State of Iowa.

(2) By deed dated the twenty-fifth day of August, A. D.
1906, duly recorded in the Clerk's Office of this Court, a copy
whereof is filed as an exhibit with this bill, one J. J. Holleman
and Augusta H. Holleman, his Wife, for the consideration stated in
said deed, to-wit, the sum of Two Thousand (\$2,000.) Dollars to them
in hand paid, did grant and convey with general warranty unto your
complainant, its successors and assigns, all the timber of every
kind and character, oak excepted, ten inches and upwards across the
stump, outside measurement, twelve inches above the ground at the
time of cutting on a certain tract of land containing Four Hundred
and Sixty (460) acres, situated in Hardy Magisterial District, in the

County of Isle of Wight, in the State of Virginia, near Sycamore Cross, the metes and bounds whereof are particularly shown on the plat attached to the said deed; and for the consideration aforesaid the said J. J. Holleman and Augusta H. Holleman, his Wife, did further grant to your complainant, its successors and assigns, the full term of Fifteen (15) years from the date of said deed in which to cut and remove the said timber, with the right at any and all times during the said term to enter upon the said lands by its agents, servants and employees for the purpose of cutting and removing the said timber or of manufacturing the same, and for the purpose aforesaid to erect and construct on said land all such sheds, buildings and other structures as the grantee, its successors or assigns might deem expedient, and to lay and construct through and over the said land such tramways, railways, tracks and roads as may be necessary or convenient for the transporting of said timber or timber products, as well as timber or timber products from other lands owned or controlled by the grantee, its successors or assigns, and to remove the said sheds, buildings, structures, machinery, tracks or tramways at will during the said term or at the end thereof, or during any extension of said term, or at the end of any such extension; provided, however, that no such sheds, buildings, structures, tramways, railways or roads shall be constructed or erected upon or across any of the open land belonging to said tract when such open land is in actual cultivation without the written consent of said J. J. Holleman or his assigns thereto first obtained. The said deed further provided that the grantee, its successors or assigns, shall have the right to extend the said term from year to year not exceeding in all five (5) years beyond the said original term by paying to the grantor, or his heirs or assigns the sum of One Hundred and Twenty (\$120.) Dollars for each year the grantee, its

⊗ And by a certain other deed dated the 8th day of August, A.D. 1907, ^{Deed records} the said J.J. Holleman and Augusta H. Holleman, his Wife, for the consideration stated therein, to-wit, five hundred dollars to them in hand paid, did grant with general warranty unto the complainant, its successors and assigns all the timber of every kind and character, oak excepted, ten inches and upwards across the stump twelve inches above the ground at the time of cutting on that certain other tract of land situated in said District, County and State containing one hundred and fifty six and one half acres, as more particularly described in said deed.

The said deed in its other provisions was indential with the said deed dated August 25th, 1906 above mentioned, the grantee, its successors and assigns having by the terms thereof fifteen years from the date thereof in which to cut and remove the said timber, with the same right of renewal as ~~provided~~ in said first mentioned deed except that the annual payments for such extension are to be \$30. per year. (4)

successors or assigns shall cut or claim the right to cut timber on the said land. ~~and~~ after the expiration of said original term of Fifteen (15) years and during any such extension shall have and enjoy all the rights and privileges provided in said deed for the said original term, with all such rights and privileges as are incident thereto. (X)

(y) The said deeds ^{Each} contained the following covenants on the part of the said J. J. Holleman, viz., "The said J. J. Holleman covenants that he has the right to convey the said timber and timber rights to the grantee; that the grantee shall have quiet possession of the said timber and timber rights free from all encumbrances; that he, the party of the first part, will execute such further assurances of the said timber and timber rights as may be requisite; and that he has done no act to encumber the said timber and timber rights."

The said deeds ^{were} ~~was~~ duly signed, sealed, acknowledged and delivered by the said J. J. Holleman and his said Wife ^{and,} ~~as~~ above alleged, the same ^{have} ~~has~~ been recorded in the Clerk's Office of this Court, all of which will more fully and at large appear from ~~a~~ duly certified ^{Copies} ~~copy~~ of the said deeds hereunto attached, marked ^{Respectively} ~~marked~~ exhibits A ^{and B} and asked to be read and taken as ~~a~~ parts of this bill.

(3) By and through the said deeds from the said J. J. Holleman and Wife mentioned in the next preceding paragraph, complainant acquired and now owns the present absolute title to all the timber of every kind and character, oak excepted, that was on the said tracts of land described in said deeds ^{Respective} ~~at the dates of the~~ said deeds which was then ten inches and upwards across the stump, outside measurement, twelve inches above the ground, or which would grow to the said size within the time allowed by the said deeds for

the cutting and removal thereof, to-wit, Fifteen (15) years from the ^{Respective Dates of said deeds} ~~said twenty fifth day of August, 1906~~, and within such further time as complainant, its successors or assigns, shall extend the said periods in accordance with the terms and provisions of said deeds. And complainant alleges that there was at the ^{Respective} ~~the~~ dates of said deeds and still is on the said tracts of land a large quantity of young timber which, in the usual course of nature, will within the said period of Fifteen (15) years from ^{the Respective Dates of said deeds} ~~August 25th, 1906~~, attain to the minimum dimensions fixed in said deeds, and a great part thereof to sizes considerably in excess of said minimum dimensions. In fact, practically all of the timber standing and growing upon the said tracts of land at the ^{Respective} ~~the~~ dates of said deeds which had not at that time attained the said minimum size would, in the usual course of nature, have grown to said minimum size or larger within said periods of Fifteen (15) years. Complainant purchased the said timber as an investment and has not cut any of it and does not expect to cut it until near the end of the term fixed in said deeds for the cutting and removal thereof. Complainant was and is under said deeds entitled to have the benefit of the growth of all of said young timber limited only by the provisions in said deeds requiring the same to be removed within said periods of Fifteen (15) years, and complainant was and is entitled under said deeds to the use of said tracts of land throughout the entire periods and such extension thereof as may be made pursuant to said deeds for the purpose of nourishing and growing said trees and for all the other purposes provided in said deeds.

(4) Notwithstanding the grant of said timber and timber rights by the said J. J. Holleman as aforesaid, and notwithstanding his said covenants in said deeds, the said J. J. Holleman in violation of the rights of complainant, without its knowledge, has from time to time since the ^{Respective} ~~the~~ dates of said deeds entered upon the said

tracts of land and cut down and removed therefrom a large quantity of the timber standing and growing thereon owned by complainant as above alleged, and claims the right to cut all the timber on the said land of every kind and character under ten inches in diameter. The said J. J. Holleman has been cutting the said timber from time to time since the ^{respective} dates of said deeds for fire wood and other purposes, and now claims the right to continue and intends to continue to cut the same from time to time.

(5) As hereinabove alleged, the timber that the said J. J. Holleman has already cut on said tracts of land was not all cut at one time but from time to time as the said J. J. Holleman wished to use the same, and said J. J. Holleman intends to continue and will continue to cut and remove timber from said land from time to time, his acts in this behalf constituting a continuing trespass or repeated trespasses upon the rights and property of said complainant, necessitating a multiplicity of suits for the protection of complainant's said rights unless said acts be restrained.

Moreover, the said acts on the part of the said J. J. Holleman are and will be destructive of the substance of said complainant's estate in said timber, and in fact completely destructive of the estate itself, and will work irreparable injury to your complainant.

Not only so, but for the wrongs and injuries aforesaid complainant has no adequate remedy at law. As hereinabove alleged, complainant is entitled to the full benefit of the growth of said timber throughout the entire period of Fifteen (15) years and such extension thereof as may be made in accordance with said deeds, less the time necessary to remove the same, and is entitled to the use of the said tracts of land throughout said period for the purpose of growing each and every tree standing thereon. Every tree cut

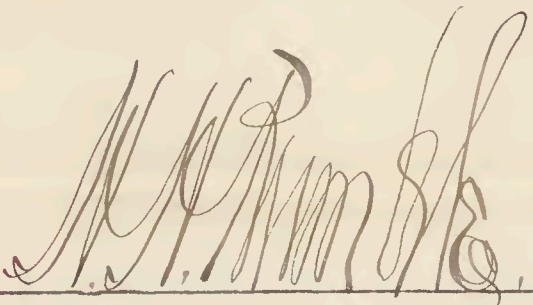
and removed as aforesaid deprives complainant pro tanto of its said right to use the soil of said land as aforesaid for the growing of said timber. It cannot be determined with accuracy or precision to what size the said trees may attain within the said period, nor can it be foreseen what the price of timber may be when complainant is ready to cut the said trees at or near the end of said period. It is not, therefore, a mere question of the value at the time of the trespass of the particular tree cut, but is a serious impairment of the value of complainant's investment in said timber and a deprivation of complainant's said right to use the said soil for the purpose of growing and maturing said timber.

Complainant, therefore, alleges that unless the said J. J. Holleman be enjoined and restrained by this Honorable Court from cutting and removing the said timber as aforesaid complainant will suffer irreparable injury, will be required to resort to a multiplicity of suits or actions at law for the recovery of damages, and that the damages which might be recovered in any such action would be wholly inadequate to compensate complainant for the loss and damages sustained.

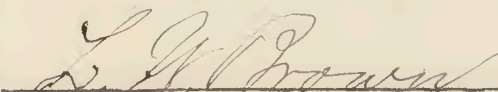
Forasmuch, therefore, as complainant is without remedy in the premises save in a Court of Equity where such matters are usually and alone cognizable, it prays that said J. J. Holleman be made a party defendant to this bill and required to answer the same as fully and particularly in all respects as if the same were here repeated and he specially interrogated with reference thereto, an answer under oath, however, being hereby expressly waived; that the said J. J. Holleman, his agents, servants and employees, be enjoined and restrained from cutting or injuring any of the timber on said tract of land, excepting the oak reserved by him as mentioned in

said deed; that the said J. J. Holleman be required to account to said complainant for all the timber, other than said oak, which he has cut or caused to be cut, injured or destroyed on the said tract of land since the date of said deed; that complainant may have a decree against the said defendant for ^{the amount due him} damages sustained by said complainant as aforesaid; that all necessary orders and accounts may be directed and taken; that process issue with said restraining order properly endorsed thereon; and that complainant may have all such other further and general relief in the premises as the nature of its case requires and to equity may seem meet.

And complainant will ever pray.


p.q.

SHAW LAND AND TIMBER COMPANY,

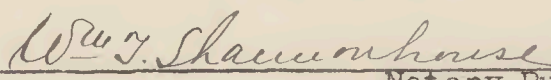
by 
Agent.

State of Virginia,

City of Norfolk, to-wit;

Before the subscriber, a Notary Public within and for the City aforesaid, in the State of Virginia, personally came L. W. Brown and made oath and stated that he is the agent of Shaw Land and Timber Company, complainant in the foregoing bill of complaint, and that the facts set out in said bill insofar as the same are stated of his own knowledge are true, and insofar as the same are stated upon information derived from others, the same he believes to be true.

Given under my hand this 5th day of February, 1910.


Notary Public.

Shaw Land and Timber Company

vs In Chancery.

J. J. Holleman.

Complainant's Bill.

1st March rules 1910

*Process returned - executed
Bill filed - Deeds made*

2nd March rules 1910

*Defendant not appearing
to plead etc. case set
down for hearing*

H. H. RUMBLE

ATTORNEY AND COUNSELLOR AT LAW
NORFOLK, VA.

JEWELL & COMPANY, PHILADELPHIA