

1916-006 Chancery Causes: Carlyle P. Holland vs M. L. Watkins
Dale of Wright County

209

other SURNAMES: Leathers,
Ballard, Carr, Boykin

Carlyle P. Holland

VS.

M. L. Watkins.

(BILL)

VIRGINIA CLERK'S OFFICE TO THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

June 12 1915
Filed

Teste, Abrahamson Clerk

#5.

against the said defendant; that an attachment may be issued out of the Clerk's Office of this court to attach the said standing timber, and any part of same that has been manufactured, that said standing timber ~~any~~ any part of same that has been manufactured may be adjudged and decreed subject to a lien for the claim of your said complainant; that it may be in this suit subjected to the said claim of your complainant, and sold under the direction of the court in order to pay the same, and that such relief may be granted to your complainant by an injunction or by an appointment of a receiver, or otherwise, to secure the forthcoming of the above described property, and so much other ~~real~~ estate of the said defendant as will probably be required to satisfy any future order or decree that may be made in this cause, and that all proper orders may be entered and accounts be directed and taken; and that your complainant may have all such further, other and general relief as the nature of his case may require or to equity may seem meet.

And he will ever pray, etc.

Carlyle P. Holland

State of Virginia
City of Suffolk, to-wit:

Carlyle P. Holland, complainant in the foregoing suit, being first duly sworn, deposes and says that the facts stated in the foregoing bill are, so far as made of his own knowledge, true, so far as made upon the knowledge, information of other, he verily believes them to be true.

Carlyle P. Holland

Subscribed and sworn to before me this 5th day
of June, 1915.

Hugh A. Holland

Notary Public.

1915.

My commission expires on the 26th day of October,

#4.

that said timber has begun to be cut, said sum of Three Hundred and Fifty (\$350.00) Dollars ^{with interest from July 10, 1913} is due and payable. That the said draft of Two Hundred and Thirteen (\$213.00) Dollars ~~will become~~ ^{is} due and payable ~~on the 10th day of July, 1915, but~~ ^{as} it was agreed that the Garland Boykin tract of timber above described was not to be begun to be cut until ~~first~~ ^{said} draft was paid, and now that said Garland Boykin tract of timber is begun to be cut by the said M. L. Watkins, the debt evidenced and secured by the said draft is now payable and past due.

That your complainant is advised and believes that the said standing timber above described is liable for the balance of the said purchase price of said timber of Five Hundred and Sixty-three (\$563.00) Dollars, ^{with interest on \$350.00 from July 10, 1913,} that any part of said timber that has been manufactured is also liable for the balance of said purchase price, that said M. L. Watkins is converting or is about to convert or has converted the above described standing timber or some part thereof, into money, securities or evidence of debt with intent to hinder, delay or defraud his creditors, ^{and} ~~or~~ that he has assigned or disposed ~~all of his,~~ ^{it} or ^{is} about to assign or dispose of all the said standing timber or some part thereof with the intent to hinder, delay or defraud his creditors, and that he, the said Carlyle P. Holland, is entitled to have an attachment issued out of the Clerk's Office of this court to attach the said standing timber, and any part of it that has been manufactured, so that it may be subject to his said claim and duly sold to satisfy the same.

In tender consideration whereof your complainant prays that the said M. L. Watkins may be made a party defendant to this bill, and required to answer the same, but answer under oath is hereby expressly waived; that proper process may issue

#3.

Carlyle P. Holland, and that the said M. L. Watkins should assume the balance due on said contract of Three Hundred and Fifty (\$350.00) Dollars, with interest from July 10, 1913, which was to be paid before any part of the standing timber on the John M. Ballard tract of land should be cut; and

(6) That the said M. L. Watkins, although it was understood that he should have no rights, either legal or equitable, in either said tracts of timber, and that he should not begin to cut the Boykin tract until payment of said draft, in violation of said agreement, has cut, moved and sold a large portion of the standing timber on the said Garland Boykin tract of land, that the said draft was given as security, and not in payment of the purchase price, that said draft has been renewed from time to time from December 18, 1913, that it is now still outstanding and unpaid, ~~and will become due and payable on July 10, 1915,~~ and

(7) That although no part of the said Three Hundred and Fifty (\$350.00) Dollars with interest from July 10, 1913, that was assumed on the John M. Ballard tract of timber has been paid, the said M. L. Watkins, by his agents and employees, has proceeded to cut down a considerable portion of the said John M. Ballard tract of standing timber in violation of his agreement; and

(7) That the said standing timber is being manufactured and sold by the said M. L. Watkins, without any right, legal or equitable, and to the great damage of the said Carlyle P. Holland; and

(8) That the said sum of Three Hundred and Fifty (\$350.00) Dollars with interest from July 10, 1913, was to be paid by the said M. L. Watkins at the time the John M. Ballard tract of timber was begun to be cut, and now

#2.

September 23, 1913, from Beulah Boykin, A. C. Boykin, Nancy Carr and Timothy Carr to the said Carlyle P. Holland, copies of which said contract ^{and deed} are herewith filed marked "EXHIBIT-B" and "EXHIBIT-C", respectively, and prayed to be taken as a part of this bill; and

(4) The standing timber referred to in said receipt, and describe^d in said contract and deed, is described as follows:

First: All of the timber on the tract of land known as the Wiley J. Bradshaw Farm, in Isle of Wight County, Virginia, and located on the County Road leading from Windsor to Knoxville and bounded by said road; and the lands of John E. Vaughan, J. W. Babb and others, said timber to be ten (10) inches in diameter and twelve (12) inches above the general level of the ground, and

Second: The standing timber measuring eight (8) inches and upwards in diameter and twelve (12) inches above the general level of the ground, on all that certain tract of land in Isle of Wight County, State of Virginia, known as the Garland Boykin tract of land containing One Hundred (100) acres, more or less, and bounded by the County Road leading from Knoxville, in Isle of Wight County, to Windsor, in said Isle of Wight County, and bounded by the old Tom Marshall tract of land and the lands of John Ballard and Irvin Jenkins; and

(5) At the time of the payment aforesaid, and the execution ^{of the receipt} above referred to, it was agreed by and between the said Carlyle P. Holland and M. L. Watkins, that the said M. L. Watkins should not have the right to cut any part of either tracts of timber until the ^{said} ~~first~~ draft was paid, that on the payment of said draft, the said contract and deed, as aforesaid, should be assigned to the said M. L. Watkins by the said

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:

Carlyle P. Holland

VS.

M. L. Watkins

BILL OF COMPLAINT

To the Honorable Circuit Court of Isle of Wight County:

Your complainant, Carlyle P. Holland, resepectfully represents to the court:

(1) That on the 18th day of December, 1913, the said M. L. Watkins paid to your complainant the sum of Three Hundred and Six and 25/100 (\$306.25) Dollars, and also gave him a draft on B. F. Watkins for Two Hundred and Thirteen (\$213.00) Dollars, the same when paid to be applied as a credit on the purchase price of two certain pieces of timber, as evidenced by two contracts placed in the hands of F. T. Leathers for sakekeeping, and to be assigned to the said M. L. Watkins when the same should have been paid off without recourse to the said Carlyle P. Holland.

(2) At the time of the said payment a receipt was executed to the said M. L. Watkins by the said Carlyle P. Holland, a copy of which is herewith filed marked "EXHIBIT-A" and prayed to be taken as a part of this bill; and

(3) That said contracts referred to in said receipt are, first --- a certain contract between the said Carlyle P. Holland and John M. Ballard and Annie E. Ballard, his wife, dated July 10, 1913, and, second --- a certain deed dated

In the Matter of

C. P. Holland .

VS.

M. L. Watkins.

(AFFIDAVIT)

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

June 12 1915
Deed

Teste, [Signature] Clerk.

Second: The standing timber measuring eight (8) inches and upwards in diameter and twelve (12) inches above the general level of the ground, on all that certain tract of land in Isle of Wight County, State of Virginia, known as the Garland Boykin tract of land containing One Hundred (100) acres, more or less, and bounded by the County Road leading from Knoxville, in Isle of Wight County, to Windsor, in said Isle of Wight County, and bounded by the old Tom Marshall tract of land and the lands of John Ballard and Irvin Jenkins; and

Third: Any part of said standing timber that has been cut, or cut and manufactured.

Carlyle P. Holland

State of Virginia,

City of Suffolk, To-Wit:

Subscribed and sworn to before me this 7th day of June, 1915, in my city aforesaid.

Hugh J. Holland

Notary Public.

My commission expires on the 26th day of October, 1915.

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

Carlyle P. Holland Complainant

VS.

M. L. Watkins Plaintiff

Carlyle P. Holland maketh oath and saith that he believes the claim for which the above entitled ~~action~~^{suit} is instituted to be just; that he believes he is entitled to and ought to recover in said suit, Five Hundred and Sixty-three (\$563.00) Dollars, at least, with interest on \$350.00 of which, to be computed at the rate of 6 per cent per annum, from the 10th day of July, 1913, until paid, and to the best of his belief the said defendant:

First: Is converting or about to convert or has converted his property, or some part thereof, into money, securities or evidences of debt, with intent to hinder, delay or defraud his creditors.

Second: That he has assigned or disposed of, or about to assign or dispose of his estate, or some part thereof, with intent to hinder, delay or defraud his creditors; and

That the specific property mentioned in the bill of complaint in this suit, and pray^{ed} in said bill of complaint to be attached and subjected to the said plaintiff's claim, is as follows:

First: All of the timber on the tract of land known as the Wiley J. Bradshaw Farm, in Isle of Wight County, Virginia, and located on the County Road leading from Windsor to Knoxville and bounded by said road and the lands of John E. Vaughan, J. W. Babb and others, said timber to be ten (10) inches in diameter and twelve (12) inches above the general level of the ground; and

#2.

the general level of the ground, on all that certain tract of land in Isle of Wight County, State of Virginia, known as the Garland Boykin tract of land containing One Hundred (100) acres, more or less, and bounded by the County Road leading from Knoxville, in Isle of Wight County, to Windsor, and bounded by the old Tom Marshall tract of land and the lands of John Ballard and Irvin Jenkins; and

Third: Any part of said standing timber that has been cut, or cut and manufactured; and

Fourth: A certain sawmill and appurtenances thereto belonging, described as follows: One (1) standing 30 H. P. boiler (Nagel); One (1) 30 H. P. Engine; One (1) circular saw; One (1) saw husk; One (1) mandrel, head blocks, carriage, belts and all other tools, machinery and equipment at or pertaining to saw mill, with the exception of an edger and cut off saw, *the same now being*

~~The above described property constitutes a sawmill and is now located about two miles West of Windsor on the land of Buelah Boykin, Nancy Carr and others, in Windsor Magisterial District, County of Isle of Wight, State of Virginia.~~
until the further order of this court.

~~An injunction is also granted to restrain and prohibit said M. L. Watkins and all of his agents from cutting down and sawing and manufacturing or moving any of the above described standing timber until the further order of this court.~~

But this injunction shall stand dissolved after 90 days unless sooner enlarged or extended.

All of which is certified to the Clerk of this court to be entered in the Chancery Order Book *in vacation*

Edw. White
Jan 10

VIRGINIA

IN THE ~~CLERK'S OFFICE OF THE~~ CIRCUIT COURT OF ISLE OF WIGHT
COUNTY: *In vacation, on the 23d day of June 1915.*

CARLYLE P. HOLLAND
VS.
M. L. WATKINS

Upon the complainant, Carlyle P. Holland's entering into and acknowledging a bond with surety deemed sufficient by the Clerk of this Court, in the penalty of \$ 1000⁰⁰ conditioned to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred in case the injunction shall be ~~discharged~~ *rescinded*, an injunction is ~~granted~~ *awarded* to the complainant in compliance with the foregoing bill filed herein to restrain and prohibit M. L. Watkins ~~and all his agents, from~~ *Servants and employees from cutting, removing, disposing, incumbering or moving* any of the following property, to-wit:

First: All of the timber on the tract of land known as the Wiley J. Bradshaw farm, in Isle of Wight County, Virginia, and located on the County Road leading from Windsor to Knoxville and bounded by said road and the lands of John E. Vaughan, J. W. Babb, and others, said timber to be ten (10) inches in diameter and twelve (12) inches above the general level of the ground; and

Third: The standing timber measuring eight (8) inches and upwards in diameter and twelve (12) inches above

Standing timber

C. P. Halland
15. 3 July 1909
M. L. Walker

Brew.

1416
Oct. 9.
Euler's
V. S. W.

C. B. 7-363

IN THE CIRCUIT COURT OF ISLE OF WIGHT, VIRGINIA:

C. P. Holland ----- Complainant

vs.

M. L. Watkins ----- Defendant

It appearing to the court that the matters involved in this suit have been settled by agreement between the parties hereto, on motion of the complainant, this suit is dismissed from the docket at the cost of the complainant.

C. P. Holland

vs) Chancery

M. L. Watkins.

Memorandum.

VIRGINIA CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

June 17 19 15
Filed

Teste, Asphurson Clerk

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

To the Clerk of the Circuit Court of the County of Isle of Wight:

Issue summons in chancery for M. L. Watkins to answer
C. P. Holland a bill in chancery filed against him returnable to
Second June Rules, 1915.

Hugh L. Holland, p.p.

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

To the Clerk of the Circuit Court of the County of Isle of Wight:

Issue summons in chancery for M. L. Watkins to answer
C. P. Holland a bill in chancery filed against him returnable to
Second June Rules, 1915.

Hugh L. Holland, p.q.

"EXHIBIT-A"

Received Dec. 18th, 1913, of M. L. Watkins check for \$306.25 and a ninety day draft on B. F. Watkins for \$213.00, the same, when paid to be applied on a credit on purchase price for two certain pieces timber as evidenced by two contracts placed in the hands of F. T. Leathers for safe-keeping and to be assigned to the said Watkins when the said draft shall be paid without recourse to me.

Carlyle P. Holland

THIS DEED, Made this 23rd day of September, in the year one thousand nine hundred and thirteen, between Buelah Boykin and _____ Boykin, her husband, and Nancy Carr (formerly Nancy Boykin) and Timothy J. Carr, her husband, all of Isle of Wight County, Va., parties of the first part, and Carlyle P. Holland, party of the second part ---

WITNESSETH: That in consideration of the sum of Two Hundred and Twelve Dollars and Fifty Cents (\$212.50), cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do grant unto the said party of the second part, with GENERAL WARRANTY, all the standing timber measuring eight (8) inches, and upwards in diameter, twelve (12) inches from the general level of the land, on all that certain tract of land in Isle of Wight County, in the State of Virginia, known as the "Garling or Garland Boykin Tract" containing One Hundred acres, more or less, and bounded by the County Road leading from Knoxville, in Isle of Wight County, to Windsor, in said Isle of Wight County, and also bounded by the old "Tom Marshall tract" and lands of John Ballard and Irvin Jenkins, It being the same tract of land of which Garling or Garland Boykin, died, seized and possessed, and which upon his death was inherited by the said Beulay Boykin, his only child living at the time of his death, and his widow, Nancy Carr (formerly Nancy Boykin)

The said party of the second part, his heirs or assigns, shall have three years from the date of this contract, in which to cut and remove said timber from said land, and shall have a further extension of two years at the expiration of said three years, if said party of the second part, his heirs or assigns, should so desire, provided said party of the second part, his heirs or assigns, shall pay to said parties of the first part, their heirs or assigns, six per cent, annually, on said purchase price, for said additional two years.

The said party of the second part, his heirs or assigns, shall have the right and privilege of going upon said land, for the purpose of removing said timber and shall have necessary rights of way over the said timbered lands for said purpose, and the right and privilege of laying bogy tracks, and of erecting a saw mill and other necessary buildings on said timbered lands for said purpose, and after said timber is cut and removed, said party of the second part, his heirs or assigns, shall have twelve months in which to remove said bogy tracks, saw mill and other buildings, and if not removed within said twelve months, the same shall belong to the said parties of the first part, their heirs or assigns.

The said parties of the first part covenant that they have the right to convey the said timber to the grantee; that they have done no act to encumber the said timber; that the grantee shall have quiet possession of the said timber, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of the said timber as may be requisite.

WITNESS the following signatures and seals:

A. C? Boykin ----- (SEAL)
Beulah Boykin ----- (SEAL)
Nancy Carr ----- (SEAL)
Timothy J. Carr ----- (SEAL)

State of virginia
County of Isle of Wight -----TO-WIT:

I, A. Lee Saunders, a Justice of the Peace for the county aforesaid, in the State of virginia, do certify that Beulah Boykin and A. C. Boykin, her husband, and Nancy Carr and Timothy J. Carr, her husband, whose names are signed to the writing hereto annexed, bearing date the 23rd day of September, 1913, have acknowledged the same before me in my county aforesaid.

Given under my hand this 27th day of September, 1913.

(Signed) A. Lee Saunders ---J. P.

This Contract of bargain and sale between John M. Ballard and Annie E. Ballard, his wife, of the County of Isle of Wight and State of Virginia, parties of the first part, and C. P. Holland, of Suffolk, Va., party of the second part -

Witnesseth: That for and in consideration of the sum of Four Hundred and Fifty (\$450.00) Dollars to be paid as herein-after stated, the said parties of the first part doth sell unto the said party of the second part, all of the timber on the tract of land known as the Wiley J. Bradshaw Farm located on the County road leading from Windsor to Knoxville and bounded by said road and the lands of Jno. E. Vaughan and J. W. Babb and others. Said sale is made under the following restrictions.

First. Only the timber ten inches in diameter twelve inches above the general level of the ground is included in the above sale.

Second. All of the timber above mentioned is to be cut and removed within THREE YEARS from this date provided that if the said party of the second part shall so elect he is to have an extension of time not exceeding TWO YEARS by paying interest at the rate of 6% on the full purchase price of Four Hundred and Fifty for such extension over three years as mentioned above.

Third. The said party of the second part shall have the right to cut such road ways and erect such buildings and rail roads and wagon-roads as may be necessary for the manufacture of said timber or any adjoining timber which they may desire to manufacture in the time limits as stated above provided that they shall not interfere with the arable lands or the fencing enclosing same, and shall have the right to remove any and all buildings and railroads which they may erect provided same is done in the time limits as stated above.

The terms of this sale are as follows: One Hundred (\$100) Dollars cash the receipt of which is hereby acknowledged, the residue of Three Hundred and Fifty (\$350) Dollars is to be paid at the time said timber is begun to be cut.

As witness our hands and seals this the 10th day of July in the year one thousand nine hundred and thirteen.

(Signed) C. P. Holland
J. M. Ballard
Annie E. Ballard

It is also agreed that the interest (6%) shall be paid on \$35.00 from date of this contract until beginning to cut.

Subject

MARK

Date 191

Sheet No.

GRADE

Pupil's Name

Age

CLASS

Teacher

Time Used

J. C. Blair Co., Mfg. Stationers, Huntingdon, Pa.

This Contract of bargain and sale between Jno. M. Ballard and Anna E. Ballard his wife of the County of Isle of Wight and state of Virginia, parties of the first part and C. P. Holland of Suffolk Va. party of the second part Witnesseth;

That for and in consideration of the sum of Four Hundred Fifty (\$450.00) Dollars to be paid as hereinafter stated the said parties ~~doth~~ of the first part doth sell unto the said party of the second part all of the timber on the tract of land known as the Wiley J. Bradshaw farm located on the county road leading from Windsor to Knoxville and bounded by said road and the lands of Jno. E. Vaughan J. W. Babb and others. Said sale is made under the following restrictions.

First, Only the timber ten inches in diameter twelve inches above the general level of the ground is included in the above sale.

Second, All of the timber above mentioned is to be cut and removed within THREE YEARS from this date provided that if the said party of the second part shall so elect he is to have an extension of time not exceeding TWO YEARS by paying interest at the rate of 6% on the full purchase price of Four Hundred and Fifty Dollars for such extension over three years as mentioned above.

Third The said party of the second part shall have the right to cut such road ways and erect such buildings and railroads and wagon roads as may be necessary for the manufacture of said timber or any adjoining timber which they may desire to manufacture in the time limits as stated above provided that they shall not interfere with the arable lands or the fencing enclosing same, and shall have the right to remove any and all buildings and railroads which they may erect provided same is done in the time limits as stated above.

The terms of this sale are as follows; One Hundred (100.00) Dollars cash the receipt of which is hereby acknowledged and the residue of Three Hundred and Fifty (350.00) Dollars is to be paid at the time said timber is begun to be cut.

As witness our hands and seals this the 10th day of July in the year one thousand nine hundred and thirteen.

C. P. Holland
J. M. Ballard
Anna E. Ballard

It is also agreed That the Interest (6%) shall be paid on \$35.00 from date of this contract until beginning to cut.

K. E. Barrett & Company

Dealers in

GENERAL MERCHANDISE

Dry Goods, Notions, Boots and Shoes

CHOICE FANCY GROCERIES A SPECIALTY

Copy

Windsor, Va., ... 191.....

Recd. Dec 18th 1913 of Mr. L. Watkins
check for \$306²⁵ and a ninety
day Pft. on B. Watkins for \$213.
the same, when paid to be applied
as a credit on purchase price
for two certain pcs. Timber as
ordained by two contracts placed
in the hands of W. F. Leathers for
safe keeping and to be assigned
to the said Watkins, when the
same Pft. shall be paid without
recourse to me -

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA



Capt. A. S. Johnson, Clerk,
Isle of Wight,
Va.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse,
this 12th. day of June, 1915.

A. S. Johnson Clerk.

VIRGINIA:

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon M. L. Watkins to appear at the Clerk's Office of the Circuit Court of our County of Isle of Wight, at the rules to be holden for said Court, on the third Monday in June, 1915, to answer a bill in chancery exhibited against him by C. P. Holland. And have then and there this writ.

Witness, A. S. Johnson, Clerk of our said Court, at the Courthouse, this 12th day of June, 1915.

Teste, A. S. Johnson Clerk.

Hugh L. Holland, p.q.

The Complainant in the above mentioned suit having filed an affidavit in the Clerk's Office of said Court which asserts that the claim for which the said suit is instituted is believed to be just; that he believes he is entitled to and ought to recover in said suit five hundred and sixty three dollars (\$563.00), with interest on \$350.00 to be computed at the rate of six per centum per annum, from the 10th day of July, 1913, until paid, and to the best of his belief the said defendant:

First: is converting or is about to convert or has converted his property, or some part thereof, into money, securities or evidences of debt, with intent to hinder, delay or defraud his creditors; Second: That he has assigned or disposed of, or is about to assign or dispose of his estate, or some part thereof, with intent to hinder, delay or defraud his creditors; and

That the specific property mentioned in the bill of complaint to be attached and subjected to the said plaintiff's claim is as follows:

First: All of the timber on the tract of land known as the Wiley J. Bradshaw farm, in Isle of Wight County, Virginia, and located on the County Road leading from Windsor to Knoxville and bounded by said road and the lands of John E. Vaughan, J. W. Babb, and others, said timber to be ten inches in diameter and twelve inches above the general level of the ground; and

Second: The standing timber measuring eight (8) inches and upwards in diameter and twelve inches above the general level of the ground, on all that certain tract of land in Isle of Wight County, State of Virginia, known as the Garland Boykin tract of land containing one hundred acres, more or less, and bounded by the County Road leading from Knoxville, in Isle of Wight County, to Windsor, and bounded by the old Tom Marshall tract of land and the lands of John Ballard and Irvin Jenkins; and,

Third: any part of said standing timber that has been cut, or cut and manufactured:

These are, therefore, to command you that you attach the specific property mentioned above as well as any other effects of defendant for the amount of said claim, principal, interest and costs, and such estate so attached in your hands secure and so to provide that the same shall be forthcoming and liable to further proceedings thereupon to be had before our said Circuit Court on the first day of the next regular term thereof. And how you have executed this writ you shall make known at the Clerk's Office of said court at the rules to be holden therefor on the Third Monday in June, 1915. And have then and there this writ.

(over)