

1890-001

Nansemond Co. (Suffolk)

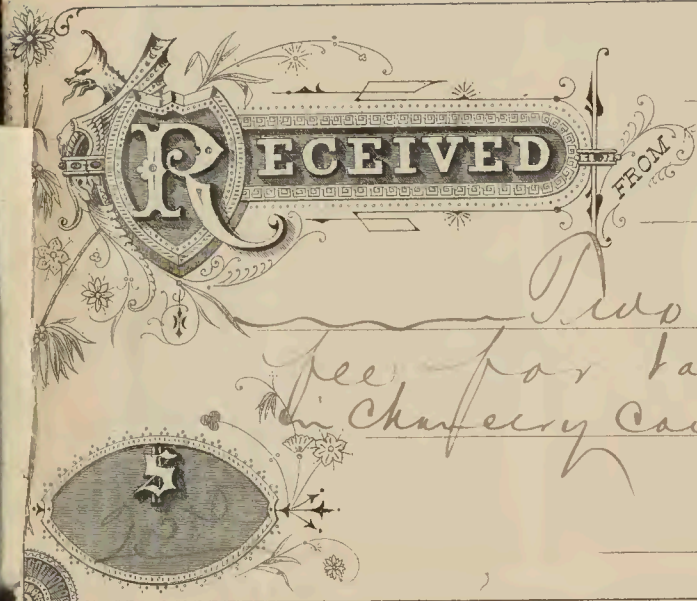
Chancery Causes: Andrew Jackson Read vs Mills H. Holland & George Gardner

Butler, Rooks, Riddick, Moore, Hunter, Reid, Smith, Howell

A. J. Reed vs George
Lawrence & Mrs. S. L. Leland
Costs

Exp. Parents	\$8.07
H. L. Leland	1.26
Exp. Leland	1.50
" S. L. Leland	2.20
W. D. Leland (Notary)	2.50
M. L. Leland (Notary)	5.00
L. L. Leland (Com. Chy)	5.00
R. L. Leland (u. u.)	2.50
Att. & Say	16.50
Com. R. L. Leland	15.00
	\$57.93
	"

Rec'd of J. W. Williams Esq. Sheriff
forty cents for serving
process on Geo W. Gardner in
case of H. J. Reid vs Mills H.
Holland Sr & Geo W. Gardner in
Hansemond Circuit Court
Oct 7. 1890. J. W. Williams Shff.



Sept. 22 1890

Lee Britt atty for ptff

Two 50 Dollars

fee for taking deposition of plaintiff
in Chancery Cause of A. J. Reid vs Mrs. H. A. Reid

Union Briggs

Sept. 22 1890

Lee Pratt ^{attly}

Five Dollars

Fee for taking deposition of J. D. H. Moore
in Chancery Case of A. J. Reed vs Miss H.
Holland & Geo. W. Gardner.

Thanks!

J. F. West



Sept. 20

1890

FROM

Lee Pratt atty

One hundred & Thirty Six Dollars.

being full amount of principal of \$100.00

paid for six years from Sept. 1, 1890 \$36.00

Making \$136.00 the full amt due here under Commission
Report in case of J. J. Pratt vs. Lewis H. Oakland & Co. J. W. Lander

Witness

J. J. Pratt

C. H. Lander

Rec'd of Lee Pratt attorney for
plaintiff in Chancery Cause of
A. L. Reid vs Miles H. Holland & G. W. Gardner
the sums opposite our respective names
in settlement of fees due us in said cause,
this 22nd day of Sept. 1890.

Wm B. Causley

Adm ^r of Peter B. Prentiss	9.57
Robert R. Prentiss, Coun ^r in Chancery	17.50
M. J. Piment Notary Public	5.00
Wm. Howell C. Shiff	1.50
A. O. Comer Clerk Circuit Court	1.46
Lee Pratt attorney	15.00

Recd
vs Chancery
Holland & Gardner

Receipts for
payment of
debts & costs

Newsom's pa
July 19/87

R. R. Prentiss Esq

My Dear Sir

I return

Summons for G. Gordon executed
on Geo. W. Gordon the only Gordon
I know - he says his name is
G. W. Gordon and that he knows
nothing about the case at all, does
not know the person mentioned
in the summons

Yours truly
J. S. Barkman
Sheriff

To the Sheriff of Southampton
County: Greeting!

You are hereby com-
manded to summon George
Gardner, to appear at my
office in Suffolk Virginia, on
Wednesday, the 23rd. day of
February 1887, to testify and
the truth to speak in behalf
of the complainant in the chan-
cery cause of A. J. Reid against
Holland and Gardner now
pending before me.

Given under my hand this 8th.
day of February 1887.

Rob. R. Fenton
Commissioner in Chancery.

A. J. Reid
H. 3 Witness Subp.
Gardner & Holland

Summons,
George Gardner.

23 Feby. 1887

Executed Feby 18/87 by delivery
to Geo H Gardner a true
Copy of within summons

J. L. Burkhman
Shirley

Souhampton Geo

To the Sheriff of Southampton
County: Greeting:
Summon George Gardner
to appear at my office in
Suffolk Virginia on Wednesday
7. July 1886 to testify in the
case of A. J. Read & Gardner
& Holland. -

Robt. D. Prentiss
Commr. in Chancery
26 June 1886

A. J. Read

W. 3
3

Gardner & Holbeard.

7. July 1881,

Exeute on

Geo. Gardner.

Exeuted this 3rd

day July 86 by delivering
a copy of within
to Geo. Gardner

J. L. Barham

Sheriff

Southampton
County

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

Fred W. Hunter & Bruce Smith
undersigned at his office, Suffolk Va, in
to appear before the Judge of the ~~Court of~~ *Suffolk Va, in* Nansemond County, at the Courthouse of said
County, on the *31* day of *March (1886)* next, to testify and the truth to say on behalf of

Andrew J. Read

in a certain matter of controversy in our said Court depending and undetermined between

Andrew J. Read
and

Plaintiff,

George Gardner & Mills H. Holland

Defendant. *S*

And this the witness *Rob. R. Prentis* shall in no wise omit, under the penalty of \$100 each. And have then and there this summons.

WITNESS, *Rob. R. Prentis* *Commissioner in Chancery* *23* day of *March*
~~PETER B. PRENTIS~~, ~~Clerk~~ of our said Court, at his office, this

188*6*, in the 11*6* th year of the Commonwealth.

Rob. R. Prentis
Commissioner in Chancery
CLERK.

A. J. Read

Witness
Subpoena. -

Gardner & Holland

31. March 1886

Exeute on

Fred W. Hunter
Bruce Smith -

Exeuted. -

Wm. Simpson Deputy for
J. & H. H. H. H.

R. R. Prentiss will please summon
Serge Gardner of Southampten
to testify in James Keider
Holland & Gardner
(Soon as possible) C. H. L.

COURTS:

Nansemond, Isle of Wight and South-
ampton Counties,
And United States District Court
at Norfolk.

—*OFFICE OF G. H. GAUSEY*

Attorney at Law.

Suffolk, Va., 188

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *John H. Holland and*
George Gardner.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *September* next to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *Andrew Jackson Read.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *29th* day of *August* 1884, in the *109th*
year of the Commonwealth.

Teste :

Peter B. Prentis. Clerk.

Executed August 29th 1884 and a copy hereof
delivered to Mills, H. Holland and Geo. Gardner
each

J. H. Cox left for

J. L. Fendlyham left

C. H. Causley, p. 9
Andrew Jackson Bend

25th Jan. in City, L. C.

Mills, H. Holland and George
Gardner.

To Sept. Rules, 1884

Pro: M. H. O. 1. page

(C. H. C.)

Monroe.
The Referee, the said George Gardner or his employees
and the said Mills, H. Holland or his Agents and all others
concerned are hereby enjoined and restrained from trespass-
ing and committing waste on the land mentioned in
the Bill, and to the extent thereof, containing the
heavens and forty three acres, more or less, and from
cutting and removing any timber trees from said land
or removing any logs from said premises, like
the further order of the Circuit Court of Harrison County,
Virginia.

Done:

Peter B. Bent's Clerk

Commissioner's Office,
SUFFOLK, NANSEMOND COUNTY, VA.

23-March 1886

To

Andrew J. Read

Plaintiffs,

and

George Gardner Mills & Holland

Defendants.

You are hereby notified that I have fixed upon the

31.

day of

March 1886

next, to take and settle, at my office, the following accounts, to-wit:

The amount of the loss and damage
which the plaintiff has sustained
by the cutting and carrying away
of the timber from the land in the
bill and proceedings mentioned.

required to be taken by the decree of Nansemond
day of October

Circuit

Court, rendered on the

1886

in a suit in Chancery depending in
said Court, in which you are parties, plaintiffs and defendants; at which time and place you
are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year
first aforesaid.

Robt. D. Prentiss
Commissioner

$$\begin{array}{r} 90.51 \\ 84.81 \\ \hline 5.70 \end{array}$$

$$\begin{array}{r} 12.16 \\ 192.900 \\ 8) 172.800 \\ \underline{21.600} \\ 151.200 \\ \underline{100} \end{array}$$

$$\begin{array}{r} 11.16 \\ 176.900 \\ \hline 1584.00 \end{array}$$

$$\begin{array}{r} 103.28890 \\ 92.95840 \\ \hline 34\frac{1}{2} \\ 46.47 \\ 371.80 \\ 278.85 \\ \hline 32.0677 \end{array}$$

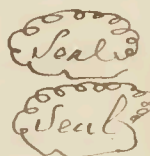
Know all men by these presents, that we, Andrew
Jackson Read, and ^{C. H. Bailey,} are held and firmly Bound unto
George Gardner and Mills H. Holland, in the sum
of Three hundred Dollars, to the payment whereof
well and truly to be made to the said George Gardner
and Mills H. Holland, we bind ourselves and each
of us our and each of our heirs, Executors and
Administrators, jointly and severally, firmly by
these presents, Sealed with our seals and dated
this 29th day of August A.D. 1884 and in the
109th year of the Commonwealth, And we hereby
waive our Homestead Exemption, as to this
obligation.

The Condition of the above obligation is such, that
whereas the above bound Andrew Jackson Read
in his Bill in Chancery against the said George
Gardner and Mills H. Holland, Addressed to the
Hon. George Blawie, Judge of the Circuit Court of
Sansonow County, has obtained an injunction
from the Hon. L. W. Murdaugh, Judge of the Court
of Hastings for the City of Portsmouth, to enjoin and
restrain the said George W. Gardner or his employees,
and the said Mills H. Holland and his agents and all
others concerned from trespassing and committing
and from cutting and removing any timber trees from said land
or removing any logs from said premises,
waste on the land referred to in the said Bill, until
the matter in controversy, be heard upon, and fully heard
and determined by the Judge of the said Circuit Court.
And whereas it is provided in the order of the said

judge, who awarded the said Injunction, that the complainant is not to have the benefit thereof, until he or some one for him, shall execute, before the clerk of the said Circuit Court, a proper injunction Bond with good security in the penalty of Three hundred dollars, conditioned according to law. Now, therefore, if the said Andrew Jackson Read shall pay all such costs as may be awarded against him and all such damages which shall be incurred, in case the said injunction be dissolved, then this obligation is to be void, or else to remain in full force and virtue.

Executed in presence of
Peter B. Prentiss, Clerk
of the Circuit Court of
Hanover County, Va.

A. J. Read
G. W. Henry



Nashua Jackson Road

Die Zahlen: 13 und

Wm. H. Hollander & George Gardner

1884

1884
Aug: 29th Executed & filed

Commissioner's Office,
SUFFOLK, NANSEMOND COUNTY, VA.

25 - March 1885

To

Andrew J. Read

Plaintiffs,

and

George Gardner & Mills H. Holland

Defendants.

You are hereby notified that I have fixed upon the

31. day of March (1885)

next, to take and settle, at my office, the following accounts, to-wit:

The amount of the loss and damage
which the plaintiff has sustained
by the cutting and carrying away
of the timber from the land in
the bill and proceedings mentioned.

required to be taken by the decree of Nansemond
day of October

Circuit

Court, rendered on the

1885

in a suit in Chancery depending in
said Court, in which you are parties, plaintiffs and defendants; at which time and place you
are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year
first aforesaid.

Robt. P. Prentiss,
Commissioner

Executed by delivering a true copy of the
within ~~summons~~ ^{notice} to Mills S. Holland.
George Gardner lives in Sussex. -

J B Vaughan Deputy for
J. L. Fulgham Shff

Service of the within notice is hereby
acknowledged.

Lee Pratt
of Counsel
for A. J. Reid

A. J. Reid

Counsel

Notice

Gardner & Holland

Execute at once

on George Gardner
Mills S. Holland

Commissioner's Office.

Suffolk, Va., March 25th. 1890.

Andrew J. Reid

v.

George T. Gardner and Mills H. Holland.

To the Honorable Chandler W. Hill, Judge of the Circuit Court of Nansemond County:

The undersigned one of the Commissioners in Chancery of the Circuit Court of Nansemond County begs leave to report:

That on the 25th. day of March 1886 he issued notice to the parties in the above - entitled cause fixing upon the 31st day of March as the time, and the Commissioner's Office as the place for taking the account, which was directed by the decree pronounced on the day of October 1885 in the said cause. The said notice, with the acknowledgment of the complainant's counsel, and the return of the Sheriff showing that was duly executed upon the defendant Mills H. Holland is herewith returned. The said notice was not served upon the defendant George T. Gardner, but he was examined as a witness before the Commissioner, and the counsel who filed his answer in the cause has been cognizant of all the proceedings before the Commissioner.

On the day named the enquiry was not concluded, and the cause has been continued from time to time until this day.

From the testimony of the witnesses produced, viz: F. W. Hunter, Jason T. Butler, Bruce Smith, Abram Howell, Andrew J. Reid, J. T. H. Moore and George T. Gardner, whose depositions are herewith returned, the Commissioner is led to the following conclusion.

That the loss and damage sustained by the plaintiff from the cutting and carrying away of the timber from the land in the bill and proceeding mentioned, amounts to the principal sum of One hundred dollars (\$100.00) with interest thereon at the rate of six per cent per annum from the 1st. day of September 1884.

Given under my hand this 25th. day of March 1890.

Rob. R. Prentiss

Commissioner in Chancery.

Fee \$15.00

Andrew J. Reid

N. ¹¹ Commrs.
2 Report.

George Gardner
Mills H. Holland

Dated March 25-1890

Filed Apr 15/90

A. P. Gomer Clerk

In the Circuit Court of Nausumond County
" " "

Andrew J. Reid
vs
George Gardner & Mills N. Holland } In Chancery

By consent of the parties here entered of record it is ordered that the above chancery cause be made a vacation cause, and that all matters therein involved may be submitted to the said judge for such decision and decree therein in vacation as might be made in term.

Andrew J. Reid } In
George Gardner } Church
Mills H. Holland }

Order making it
a vacation course

To be entered
C. M. Hill

Entered by O.B.
Nov 2 P 226

Andrew J. Read

vs.

George Gardner & al.

On the motion of the defendant, Mills H. Holland Sr., by his counsel, he is allowed to file his answer in this cause and said answer is accordingly filed.

Read

vs. } In Chy.

Gardner & al.

In the Circuit Court
of Hausenwood County
April 13th 1888

Order

To be entered
C. M. H. H.

Entered Chy Order Book
No. 2. P 196

Andrew J. Reed
is of In Chancery
Gardner & Holland

This cause came on this day to be heard on the bill of the Complainant taken for confessed as to the Defendants, both adults, on whom process had been duly served, they still failing to appear, plead, answer and demur thereto, and on the exhibits filed with said bill and on the affidavit of the Complainant and was argued by Counsel.

On consideration whereof the Court doth adjudge, order and decree that the injunction heretofore awarded be perpetuated, and that a Commissioner of this Court ascertain and report to Court the loss and damage the plaintiff has sustained by the cutting and carrying away of the timber from the land in the bill and proceedings mentioned.

Price
to
Gardner & Hollander

1845- Octo term

Rough dicum
To be entered

Geo. Brown.

Entered Oct 2 p 56

27 March 1845

Virginia

Hammond County, West:-

I, C. H. Causey, a Notary Public in and for the County aforesaid in the State of Virginia, do hereby certify that Andrew J. Reid, the plaintiff in the Chancery Cause of Andrew J. Reid vs Gardner and Holland defendants, now depending in the Circuit Court of Hammond County Virginia, this day appeared before me and made oath that the timber trees cut from his land in the said Cause mentioned had been removed after the service of the enjoining order upon the defendants, either by the defendants, or one of them, or ~~with~~ ^{with} their knowledge and ^{by their} direction by some other person, in utter violation of the order restraining them from cutting and removing timber from the land mentioned or removing any logs then cut from said land.

Given under my hand this 26th day of September 1885.

C. H. Causey,
Notary Public

If not delivered in ten days, return to
J. F. WEST,
ATTORNEY AT LAW AND NOTARY PUBLIC,
WAVERLY, VA.



103

927

Capt. C. C. Causey

Mt. Airy
Suffolk

W

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ya

\$ 144⁹⁰/₁₀₀
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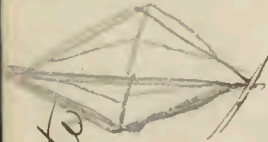
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75 000
1 1/2
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2900
1 1/2
828



note

257



COURTS:
SUSSEX, SURRY AND SOUTHAMPTON COUNTIES,
AND THE STATE AND FEDERAL COURTS
IN THE CITY OF RICHMOND.

J. F. West,

MAIN STREET.

SPECIAL ATTENTION PAID TO THE COL-
LECTION OF CLAIMS.

Waverly, Va., Nov 7 1887.

Reed

{ vs.

Hallam et als.

Capt C. H. Causey
Attorney at Law.

Suffolk, Virginia.

Dear Sir:-

I am
Mr. Geo. F. Gardiner last week about
the lumber as you requested.

He referred me to Mr. J. T. H. Elmore, who,
upon referring to his books, informed me
that he bought of Gardiner from the
'Reed tract': - 53011 feet of No. 1 logs
and 30275 feet of cull wood and
when rafted in the creek they sold
for \$4.50 and \$2.25 per thousand respectively,
and were landed at the Mills near
Suffolk. He thinks Hallam was to get
80 or 90 cents for the timber on the stump.
He can ascertain this definitely from his
books, at his home in North Carolina.
If you decide to take Gardiner's deposition

you had better have J. F. N. Moore
Esqrs. & summoned also.

Any further service I can be to
you in this matter will be gladly tendered.

Very truly
Yours
J. F. Aldrich

W. F.

I would have written earlier
but was at Sussex County Circuit
& County nearly all of last week.

Very
truly
Yours
J. F. Aldrich

Discount on old
note \$2.60.
" " " 2

The depositions of Fred. W. Hunter, taken before Rob. M. Huntis, Commissioner in Chancery of the Circuit Court of Harsewood County, to be read as evidence in behalf of the complainant in the chancery cause of Andrew J. Read v. Gardner & Co. now pending in the Circuit Court of Harsewood County and before the Commissioner on a decree for an account. Taken March 21. 1886 at office of the Commissioner in Suffolk, Va. —

Present: C. H. Causey Counsel for Complainants

Fred. W. Hunter being first duly sworn in answer to questions deposes and says:

1. Q. What amount of loss or damage did the complainant Andrew J. Read sustain by the cutting and carrying away of the timber from the land in the bill mentioned?

Ans. On the day the injunction was served upon the defendant Gardner I was present in the woods and saw the paper

delivered to him. - I counted the logs
and made a calculation for logs 16 feet
long and found between eight
hundred and nine hundred 16-foot
logs. - Mr. Gardner said that
there were about a hundred more
logs in the woods not hauled
out. - The logs which he had
hauled out were ^{mostly} 32 feet long. ^{think}
It was good timber. - I don't
think there was a log there which
would not square 12 inches. -
It would average 12 inches. -
They moved the timber and sold it
after the injunction was served. -
One dollar per thousand is paid
by Jackson & Co. on the stump
very often. -

The land was contiguous to a
steamboat wharf and this made
the timber more valuable there
it otherwise would have been. -

Further this deponent saith not.
Fred: W. Hunter

Bruce Smith being first duly sworn in answer to questions deposes and says:

1. Q What amount of loss & damage did the complainant sustain by the cutting and removing the timber from the land in the bill mentioned?

Ans. I could not give the value of the timber. I saw a number of logs in the woods cut by the defendants. There was some very pretty timber. If there was 140 acres of the land the damage was at least \$500. — judging from what is paid by lumber men for timbered land. —

Further this deponent said not.
Bruce Smith

Abraham Nowell being duly sworn in answer to questions deposes and says:

1. Q State your age, residence and occupation?

A. I am 76 years old, reside in House-
mond County, and am a farmer --

2. Q. State whether or not you ever had
any conversation with George Gardner
one of the defendants in relation to
the timber on A. J. Read's land and
if so what it was. -

A. Yes I had such a conversation. - Mr.
Gardner told me that Read had gotten
out a bill of injunction against him
that he told Mills & Holland about
it, and Holland told him to go
ahead and cut the balance which
was very little and that he was
going to cut the balance and remove
it. - And since then it had been
~~cut~~ and removed and the balance
has been cut. -

Further this deponent saith not. -
Abram Howell

Taken, sworn to and subscribed before
me at the time and place ~~therein~~ men-
tioned in the caption. -

Robt. A. Henry,
County in Chancery.

Andrew J. Reid vs
Gardner & als In Chancery

The depositions of Jas. P. Butler and
Andrew Jackson Reid, taken before me
^{W. P. Pinger}
a notary public for the county of
Hansemond, pursuant to notice
hereto annexed, at the office of Lee
Orith in the Town of Suffolk County
aforesaid on the 25th day of February 1889
between the hours of 9 A.M. & 6 P.M., who
read as evidence in behalf of Andrew
J. Reid, in a certain suit in Equity
depending in the Circuit Court of Hansemond
~~Hansemond~~ County, wherein Andrew J. Reid is
plaintiff, and George Gardner and Mills H.
Holland are defendants.

Present Lee Orith attorney for plaintiff
" W. J. Kelly attorney " defendant

The witness Jas. P. Butler, being duly sworn
deposes as follows: -

1st Question: -

State your name, age, residence & occupation.

1st Ans.

() The defendant Mills & Holland
excepts to the cutting of these depositions
for the reason that the defendant

Geo. Gardner has had no notice
there of -

Ans

My name is Jason J Butler
age 38 years. old. Hammond
County, occupation Merchant

1st Q^y

1st Q^y

Do you know the parties to this
suit? And are you familiar with
the land mentioned in the bill & proceedings
of this cause

Ans

Ans 1

Yes sir

Q^y 2

State what you may know about
the cutting and removing of the
timber from the said land
as to the quantity and quality of
the same and by whom and
when the said timber was removed

Ans

I have known the place about
fifty years & I think there
is about one hundred and
forty three acres of it now
or less. I think it has been
five years this coming August
since it was cut. It was pretty

heavily timbered before Mr Gardner
cut it. There was some first
quality timber then I suppose
at least half of it was first
quality timber.

Mr Gardner hauled it down
from the land to the creek
it was put in the water by
Mr Gardner and his hands.

My self and Mr Gardner and an
or two hands of Gardner Capt
~~Muller~~ of Carried it down to
pile landing where it was
rafted and counted. I was in
the employ of Mr Gardner

gr 3

gr 3

State how much lumber was
cut and removed from said
land. by whom it was counted,
and how much there was of
said lumber, when counted.

ans

It was counted by Capt Muller
on the tug boat. who was in the
employ of the U.S. & Co. who
had come up to take the
said lumber away.

There was part of a raft taken
away before Gardner employed me

I helped Mr Gardner to carry down
the balmance and am satisfied
there were one hundred thousand
feet of it. It was counted
or measured up after we got
down to the pile landing.
To the best of my knowledge
and recollection. Mr Miller
said there was one hundred
and forty four thousand
feet. I was present and saw part of the
timber measured.

So much of the above and as
nearly what Mr Miller told
the witness is ~~accepted~~ to
for the reason that the statement
of Mr Miller to the witness as
incited by the witness here say
evidence.

95 41 ~~State~~ Being familiar with the land
as stated above, state whether it is
contiguous to the water so that
the timber ^{could} be ~~so~~ easily removed
without much cost, and on
account of such location
the cash value of such timber.

Ans

It is bounded on ^{your} side by Somerset Creek. The ^{present point of} land is little better than a quarter of a mile from the water. The said Creek being a navigable stream to that point. It is easily gotten to the water being located on the said Creek. It could be gotten off with very little cost. I sold timber located on said Creek at one dollar and half per thousand on the stump which was the same distance from the water as above timber. Mr White bought timber for one dollar on Blackwater River. White was a lumber man engaged in buying timber on the stump. Some of the timber bought by White was further from & same as near the water.

gr 3- State what you considered cash value of the tract ^{at that time} with the timber thereon and the cash value of the same after the timber was cut off. Above question excepted to for the reason that the measure

damages is the value of the timber cut at the time it was cut and not the comparative value of the land with the timber on it. and the land with the timber cut off it.

Ans

5

I should say the land was worth five hundred dollars cash with the timber on it. I consider it not worth more than one dollar per acre cash, since the timber has been cut off. Not to exceed one hundred ~~and~~ fifty dollars for the land with the timber off.

Thus I moved over to the Dorey Heawell place on the other side of the Creek I had an idea of ^{trying to} buy ~~in that~~ piece of land I met Mr M. H. Heawell in the road one day. I asked him if five hundred dollars buy that place. and he said no but seven hundred would buy it. That was before the timber was cut. I made no offer

Exemption so much of the above answer as meets this, conversation between the witnesses and Mr. H. Hoolland is ~~exempted~~ to for the reason that it is irrelevant to the issues joined in this case

Cross Examined

qr 1 Do you know what Mr Gardner was to pay for the timber in question.

Ans I do not

qr 2 Do you know any thing about any agreement or conversation between Reed Hoolland and Gardner ~~or any~~ of them with reference to the timber in question

Ans No Sir.

qr 3 In what capacity were you employed by Gardner?

Ans As a hand to float ^{loose logs} the ~~timber~~ down the creek to the pile landing

where they were made in 1865.

Q^r I understand you to say that your knowledge of the ~~number~~ of feet in the lumber was derived from Mr Miller Capt of the lug boat of Lillis & Cairns and not from any actual measurement made by you or in your presence.

A^{ns} I nearly saw him measure a small part of it but did not hear him counting it nor see him make any ~~memorandum~~ ^{about the quantity} of it. All I know, is what he told Mr Gardner in my presence as to the ~~quantity~~.

Further this deponent says etc not signed Jason T. Butler.

The witness J. A. Butler being called as a witness
for the defendants deposes as follows

Q. Please state if you know for what
price the timber on the Abram
Riddick land adjoining the land
mentioned in this case was sold
and also for what price the timber
on other lands ^{in the neighborhood} have been sold

A. The timber on the Abram Riddick
land sold for one dollar ^{per thousand} on
the stump. A small part of the
Abram Riddick timber lay on the
Creek like the timber in question
while a large body of it lay from
three quarters to a mile and a half
from the Creek. The timber which
I sold to White for one dollar & half
per thousand was located from
one to three hundred yards
from the water and was on
the opposite side of the
Creek a little lower down
the Creek about three hundred
yards in the direction which
it had to be rafted around
a bend in the Creek.

The timber was sold by me to pay a debt
on the land. I could have sold it for one dollar

and a half cash to white if
there had been no debt on it -
The debt referred to was the purchase
money due for the land.

Mr Rice Davidow sold his ^{timber} at
Eighty Cents per acre and it
was first class lumber, but
it was about five miles from
the water. Mr Davidow's Son
has since sold timber off the
same land for one dollar
per thousand and the stump.
The quantity I sold at one
dollar and a half was twenty
two thousand feet. I know of
no one that has sold timber
for more than one dollar per
thousand except myself, but
am not advised of all the sales
of timber that have been made
in that locality. The lumber that
I sold white was not as good as the
lumber on the Red land in quantity
his being larger and better quality.
The Red timber being as convenient
to the water as the timber I sold,
About one half of the Red timber
was first class lumber

B

Further this deponent sayeth not,
Signed Jason J. Butler

Virginia

County of Staunton to wit -
I M. J. Pinner a Notary Public for
the County of Staunton in the
said State, do ^{hereby} certify that the fore-
going depositions of Jason J. Butler
were duly taken, sworn to and subscribed
before me, at the time and place,
and for the purpose therein mentioned
Given under my hand this 25th
day of Feby 1889

M. J. Pinner
N.P.

Fee of A. P. \$5.⁰⁰

Reid
vs
Gardnerkat } In Chancery

Deposition of
James T. Butler

To Messrs H. Holland & George L. Gardner.

You are hereby notified that on the 25th day of February 1889 at the office of Lee Britt in Suffolk Va. between the hours of 9 A.M. & 6 P.M. of that day I shall proceed to take the depositions of Jason T. Butler and others to be read as evidence in my behalf in a certain suit in equity, depending in the Circuit Court for the County of Hansemond, wherein I am plaintiff and you are defendant and if from any cause the taking of the said depositions be not commenced, or if commenced, be not concluded on that day the taking thereof will be adjourned from day to day at the same place, and between the same hours, until the same shall be completed.

Feb'y 18/89

Respectfully
Jackson Reel
by Causey & Britt
Attorneys

We hereby acknowledge service of
the above notice

Feb'y 18/89

Wilbur J. Kilby Atty
for Messrs H. Holland & Dr.

Jackson Reid

vs } In Equity

Mills H. Holland Es

Geo. L. Gardner

Notice to take depositions

To Messrs Mills H. Holland & Geo. L. Gardner

You are hereby notified that on the
17th day of May 1889 at the office of
Lee Pratt in Suffolk, Va, between the hours
of 9 A.M. & 6 P.M. of that day, I shall
proceed to take the depositions of Jackson Reid
& others to be read as evidence in my behalf
in a certain suit in equity, depending
in the Circuit Court for the County of
Hanover, wherein I am plaintiff
and you are defendants, and if from any
cause the taking of the said depositions be
not commenced, or if commenced, be
not concluded on that day, the taking thereof
will be adjourned from day to day
at the same place and between the same
hours, until the same shall be completed.

Respectfully

Jackson Reid
by Currey & Pratt
Attorneys

May 7/89

We hereby acknowledge service of
the above notice

Wilbur J. Kilby
Atty. for Mills H.
Holland.

Andrew J. Reid
 vs { In Chancery
 Gardner Dals

The deposition of Andrew J. Reid
 taken before me Merritt Briggs, a
 notary public for the County of Nansemond
 pursuant to notice hereto annexed, at
 the office of Lee Brith in Suffolk, Va
 on the 17th day of May 1889, between
 the hours of 9 A.M. and 6 P.M. who read
 as evidence in behalf of Andrew J. Reid
 in a certain suit of in equity depending
 in the Circuit Court of Nansemond County
 of Nansemond County, wherein Andrew
 J. Reid is ~~defendant~~ plaintiff and Gardner
 Dals defendants.

Present: - W. J. Kirby attorney for defendant
 " " Lee Brith " plaintiff

The witness Andrew J. Reid being duly
 sworn, deposes as follows: -

1st

State your name, age, residence and
 occupation.

Ans. Andrew J. Reid. About 50 yrs of age, live
 in Nansemond county and am a farmer

The original sent Miles W. Hollander except to the taking of them depositions
 for the reason that the defendant George Gardner has had no notice thereof.

2. Are you the Plaintiff in this suit and if so ^{as is} state the number of acres of land ^{mentioned in the bill} from which the timber was cut by Holland & Gardner, the quality of the timber and the quantity of the same and whether the said timber was sold to them or either of them or any one for them by you?

Ans. I am the Plaintiff in this suit. 143 acres of land. One side of the land was thicker timbered than the other. It was thickly timbered. It was first class timber and it was situated on Pomperun Creek a navigable stream. I have never sold a log from this land to any of the parties connected with this suit. I am the owner of said tract of land.

3 Please state ^{whether} the timber has been cut from the said tract of land, by whom and the quantity thereof?

Ans. The timber has been cut by Mr. Green Gardner through and by Mr. Mills & Holland who Mr. Gardner said had sold it to him. I counted 900 logs 16 feet long. The said logs averaged 16 feet. But there is the smallest log there would average less than 12 inches at the top. I mean that it would be an 12 inches at the small end. I know that there were many logs in the woods but I did not count them.

4 Have you ever had an offer of purchase prior to the time of the cutting of the same by said parties and if so at what price. Whether you sold the same and if not state the reason for such refusal to sell?
Excepted to by counsel for defendant -

Ans. I never had an offer prior to the time of cutting but have had an offer since that time. I have been offered \$1.²⁵/₁₀₀ a Thous and for said timber on the stump. Twelve months after it was cut, I mean sometime after it was cut. It was inside of twelve months, I did not accept said offer. The reason I did not accept said offer was because said timber was near the water and I thought it was worth more money and it would also reduce the value of the land to cut the timber off.

5- State what you considered the cash value of the tract of land with the timber thereon at that time and the cash value of the land after the timber was cut off?

Ans. At that time it was worth \$5 per acre. Since the timber has ^{been} cut off I can not get over \$1.⁵⁰/₁₀₀ per acre. I have tried to sell it and can not get a purchaser at \$1.⁵⁰/₁₀₀ per acre.

6. State when the timber cut by said ~~Holland~~ Gardner under contract with Holland was removed from the land. Whether before or after the injunction awarded in this case to restrain them from cutting and removing said timber was served upon them.

Ans. It was after the injunction was served
cross examined.

1 How far do you live from the land in question and how many times were you on it?

Ans. I live about 10 or 12 miles from said land. I have been on it 50 times more or less. I pointed it 4 or 5 years before this timber was cut.

Reid {
Mr { Injunction
Gardner {
2
Defendants of
Holland

Have you ever paid any taxes on this land since your alleged ownership?
Excepted to, upon the ground that the title of the property is not involved in the issue before the Commission.

Ans. Yes Sir I have

3 Do you not know that the land was assessed to Frederick H. Holland Jr. from 1860 to 1870 or 1871. And since 1870 or 1871 to Mills H. Holland Jr. and that said Holland has regularly

paid the taxes on it since that time?
excepted to for above assigned reason

Ans. I am not aware of anything like it.

4. Do you not know that said Holland
has had possession of said land since 1871?

Same exception.

Ans. No Sir, I do not know anything about it.

5. ~~There were~~, you say you counted ~~of 900~~
of 900 ~~and~~ logs. Did you measure them?

Ans. I did not measure them.

6. Do you know the number of feet of lumber
that Mr. Gardner cut.

Ans. No Sir, I do not, all I had to do was
to forbid him from moving the lumber.

7. Do you know of the sales of any lumber
in the neighborhood of the lumber, either on
the stump or otherwise?

Ans. No Sir - I do not.

8. do you know the price for which lumber was selling on the stump in that neighborhood?

Ans. No, Sir. I don't know anything except what Mr. Gardner told me.

9 Have you ever sold any timber on the stump or otherwise?

Yes Sir. I never sold any on the stump, but have sold it by the lot, to the Jackson Co. About 20 Acres, ~~for which I received~~
~~the~~

10 What kind of timber did you sell Jackson Co?

Ans. Pine timber

11 What was the size and quantity of it?

Ans. Don't recollect the size, It was a piece of land I wanted to clear & I would have given the timber away rather than not to have got it clear of it. I don't recollect it might have been 20 Acres more or less

12. Mr. Holland did not cut any of this timber, did he?

Ans. Not that I know of, but according to Mr. Gardner he authorized him to cut it.

13. Then Mr. Holland has not in person cut any of the timber, or otherwise injured or trespass upon the land, has he?

Ans. Not that I know of

14. The cutting of the timber has not irreparably ruined the land, has it? Is not the land worth something without the timber?

15. It has ruined the sale of it, but the land is worth a little something even

Re. Examined

1. Who measured the logs that you counted?

Ans. I measured them. Mr. Hunter & myself we measured them by stepping the length of them, but guessed at the size of the logs at the ends - we had no rule

but measured with a stick and our hands

Re. cross examined.

1. Did you measure each one of the 800
logs in the manner which you have
indicated

Ans. No Sir. I did not. I don't recollect
how many I did measure. I don't recollect
whether I measured 12 or not.

And further this Dependent said No

A. J. Reid

Virginia
County of Nansemond, to wit:—

I, Merritt Briggs, a notary public
for the County of Nansemond in the
said State, do hereby certify that the
foregoing deposition of Andrew J. Reid
was duly taken, affirmed to and subscribed
before me, at the time & place, and for
the purpose therein mentioned.
Given under my hand this 17th day of
May 1889.

Signed

Merritt Briggs,
Notary Public

Fee of—
Notary Public
\$2.50

The deposition of F. W. Hunter, taken before Robert R. Prentis commissioner in chancery of the Circuit Court of Nansemond County by consent, notice being expressly waived, to be read as evidence in behalf of the complainant in the chancery cause of Andrew J. Read vs. ~~George~~ Gardner &c.

Taken at the office of Robert R. Prentis Suffolk Va., on the 30th. day of January 1890.

Present:- Hon. W. J. Kilby ~~counsel~~^u for defendants.

Questions in writing ~~propounded~~^{pro} by complainants ~~counsel~~^u
Q. 1. The witness F. W. Hunter being first duly sworn, in answer to questions deposes and says

Q. 1. State your age, residence, occupation, and do you know the parties to this suit & have you any interest in said suit?

A. I am fifty-seven years old. I live in Nansemond County. I know the parties to this suit. I have no interest in this suit.

Q. 2. Geo. T. Gardner in his deposition states that at the time he was engaged in cutting the timber from the land mentioned in the bill in this cause A. J. Read the complainant, went to the place where he was so engaged & notified him to stop cutting the timber that the land and lumber belonged to him. That he (Read) told him he could finish cutting the lumber, and could sell and ship it if he (Gardner) would hold the money for the party that the land and lumber belonged to. That Read Further agreed to take ninety cents per thousand on the stump if the lumber belonged to him. That Read threatened him

with the law & that he would have stopped cutting if he (Read) had not agreed to let him go on & pay the money to the party to whom the lumber belonged, please state whether you were present at the said interview, and if so, whether the statement made by Gardner is true & if not true, state clearly what passed between them relative to the cutting &c.

A. I remember on one occasion going with A. J. Read down to the point on Somerton Creek to which George Gardner was Hauling the logs in controversy for shipment. Read had the injunction to serve on Gardner with him. After we had been there a little while Gardner came up with a load of logs and Read served the injunction on him. Gardner then said to Read there are about sixty logs left all ready cut and he asked permission of Read to haul them out, but Read told him that he had nothing further to do with the matter referred him to the injunction just served on him as his answer to his question Then Gardner told him that he was going to haul and ship the balance of the logs, and that he (Read) must look to Mills H. Holland from who^m he (Gardner) had bought the lumber.

This is my recollection of what substantially occurred.

Q. 3. Please state if you saw and inspected timber cut, and if so, what per cent thereof was first class, and what second class, and also the usual cash price paid for such timber at that time and in such a locality.

A. I saw all that had been hauled down to the creek and looked at the ends of the logs. It was all in my judgment first class ~~hart~~^{heart} lumber. I beleive at that time one dollar per thousand was the price paid at that time for such lumber. That is what Jackson & Co. were paying for lumber at that time

Q. 4. Mr Gardner in his deposition states that in his judgment the land was worth about as much less after the timber was taken as the amount which he agreed to pay for the timber, please state what was the value of the land before and after the said timber was cut off?

A. I think that the timber was about all the land was worth and the light wood. It was nothing but a bank of sand.

It was worth about the market value of the timber standing on the land before it was cut, after the timber was cut I considered the land as almost worthless.

I am not willing to state what was the value of the land before the timber was cut because I do not know exactly how much timber was there.

Further this deponent sayeth not.

Fred. W. Hunter

State of Virginia,

County of Nansemond, to-wit:-

I Rob. R. Prentis a Commissioner in Chancery of the Circuit Court of Nansemond County, do certify that the foregoing deposition of F. W. Hunter was taken, sworn to, and subscribed before me at the time and place mentioned in the caption hereto.

Given under my hand this 30th. day of January 1890.

*Rob. R. Prentis,
Commissioner in Chancery.*

A. J. Read

N.  Deposition
of
F. M. Hunter

Gardner Holland

Questions to be propounded to
J. W. Hunter Esq., for complainant
in Chancery Cause of Reid vs Holland

Q 1. State your age, residence, occupation,
and do you know the parties to this suit
Have you any interest in said suit?

Q 2. Geo. P. Gardner in his deposition states
that at the time he was engaged in
cutting the timber from the land mentioned
in the bill in this cause A. J. Reid, the
complainant, went to the place where he
was so engaged & notified him to stop
cutting the timber that the land and
timber belonged to him. That he (Reid)
told him he could finish cutting
the timber, and could sell & ship it
if he (Gardner) would hold the money
for the party that the land and timber
belonged to. That Reid further agreed
to take ninety cents per thousand on the
stump if the timber belonged to him.
That Reid threatened him with the
law & that he would have stopped
cutting if he (Reid) had not agreed
to let him go on & pay the money to the
party ^{to whom} the timber belonged, please state
whether you were present at the said

interview, and if so, whether the statement made by Gardner is true ~~or false~~ if not true, state clearly what passed between them relative to the cutting &c?

Q 3. Please state if you saw & inspected the timber cut, if so, what per cent thereof was first class & what, second class, and also the usual cash price paid for such timber at that time in such a locality.

Q 4. Mr. Gardner in his deposition states that, in his judgment, the land was worth about as much less after the timber was taken as the ~~un~~ amount which he agreed to pay for the timber, please state what was the value of the land before and after the said timber was cut off?

The deposition of George J. Gardner,
taken before Rob. R. Prentiss, Commissioner
in Chancery of the Circuit Court of
Hansemond County, at his office in
Suffolk, Va. by consent, on the
day of September 1889, to
be read as evidence in behalf
of the defendants in the chancery
case of A. J. Read v. Gardner &c.
now pending in the Circuit Court of
Hansemond County.

Present: C. H. Causey Esq. Counsel
for Complainant
Wilbur J. Kelly Esq. Counsel
for Defendants.

George J. Gardner a witness for
defendant in answer to questions
deposes and says:

1. Q.

State your age, residence occupa-
tion, and do you know the parties
to this suit?

A.

I am 37 years old, I consider South-
ampton Co. Va. my residence, I am
a lumberman, I have seen A. J. Read
once - I know Mr. Holland.

2. Q.

Please state how you came to cut the timber off the 143 acres of land mentioned in the bill in this cause?

A.

I bought it from Mr. M. H. Holland Jr., in 1884, - I went to cutting the lumber, and after cutting awhile A. Read came down there and notified ~~to~~ me to stop cutting the lumber that the land and lumber belonged to him. - I then asked him if I could make arrangements with him to finish cutting the lumber and selling and shipping ~~the~~. - He told me I could, if I would hold the money for the party that the land and lumber belonged to. - It was undecided then I suppose. - He agreed that I might do it and I did. -

I had agreed to pay Mr. Holland ninety cents per thousand on the stump, and he ^{Read} agreed to take the same provided it

belonged to him. -

The amount I cut was one hundred and three thousand two hundred and eighty-six feet (103,286). - That was the quantity that was measured up by the inspector. - I shipped away all that I cut. -

I sold it to Lekies & Collins of Berkeley W., and got \$4.50 for the first-class, and half price for second. - I suppose about one half of it was first class, I won't be positive. -

Read threatened me with the law, and I should have stopped cutting the timber if he had not agreed for me to go on, and pay the money to the party that the lumber belonged to. -

I still owe the money and am willing to pay it to whoever it belongs to, of course. - I thought at the time that ninety cents was a big price for the lumber, ~~as~~ it was more than I had been paying. -

3. Q. State how long you had been engaged in buying lumber? And what prices you had been paying for such lumber similarly located?

A. I had been buying for about two years, and had been paying about seventy-five cents per thousand. -

4. Q. State what Mr. Jason T. Butler had to do with hauling and rafting the lumber in question?

A. He had nothing to do with hauling or rafting it. - He helped me two (2) days to drive logs down the creek loose. - I can't say whether he saw the raft. He might have seen it. -

5. Q. He was not employed to count the lumber, was he?

A. No. -

6. Q. Do you know anything about the sale of the Abram Riddick timber?

Excepted to by complainants counsel

A. It was bought by Keup & Co. and manufactured by J. T. Moore - It was sold for fifty cents per thousand on the stump. -

Excepted to by complainants counsel.

7. Q. State whether or not the logs which Mr. Butler drove down the creek for you were stray logs, or whether there was as much as 100,000 feet of them?

A. They were all stray, that is they were all loose in the creek; and very few had gone ahead. - I do not think there was as much as 100,000 feet. - A few had gone on ahead - I could not tell how many. -

8. Q. State what is the value of the land - with the timber - and without the timber?

A. I think it was worth about as much less after the timber was taken

as the ~~timber~~ amount which I
agreed to pay for it. ~~the timber~~.
the timber. -

Cross. Examined)

Q. 1. Have you ever had any further conversation with A. J. Read on the subject since the interview above referred to. -

Ans. No. I have not seen him & heard from him since. -

Further this deponent saith not. -
G. T. Gardner

Taken, sworn to, and subscribed before
the undersigned at the time and
place mentioned ~~therein~~ in the
caption. -

Robt. D. Prentiss
Commissioner in Chancery.

The deposition of J. T. H. Moore taken before me J. F. West a Commissioner in Chancery for the Circuit Court of Sussex County, pursuant to an agreement of the parties plaintiff and defendant, by their counsel, at my office in Washington, D. C. on the 28th day of March 1888 between the hours of 1 P.M. & 7 P.M. to be read as evidence in behalf of A. J. Reed in a certain Chancery suit depending in the Circuit Court of Household County, wherein A. J. Reed is Plaintiff and George Gordon & M. N. Halland are defendants.

Taken by Consent.
The witness J. T. H. Moore, being duly sworn deposes as follows:-

1. Question. What is your age, name, residence and occupation?

Answer. 44 years J. T. H. Moore, am a resident of Lumberton Sussex County, Virginia, and am a lumber manufacturer by occupation.

2 Question. Did you or not ever buy any saw logs from George Gardner or M.H. Halland or either of them, cut from a tract of land in Hausmond County known as the "Reid land," but then claimed by M.H. Halland — and if so, what did you pay for said logs per m. feet — log measure? (The defendant Miles H. Halland by his counsel excepts to this question because of the incompetency of the witness and irrelevancy of the question and the testimony to be elicited thereby).

Answer. No. I did not.

3 Question If you purchased any logs cut from this tract of land please state how many and how much you paid for them per m. and what you sold them for per m. and to whom you sold them. If not all of one grade state amount of each grade and price of each? (The defendant Miles H. Halland by his counsel excepts because of the incompetency of the witness and irrelevancy of both the question and the testimony elicited by the question.)

Answer. I furnished Geo. Gardner the

means to cut & haul logs from
the land in question. I sold said
logs to Lekeis & Collins of Norfolk,
V.A. about 100,000 ^{board measure} feet, I don't
remember exactly. Had paid
Geo. Gardner half the money. I don't
remember what I got for these.
I don't remember about how many
mws of 1st grade; but I don't think
there over half ^{of them} good logs. I gave
my J. H. West the correct figures a
few months ago but my papers
have since been destroyed except
as to the memo and seen of the act.
Cross Examination.

1 Question. Was not the lumber in ques-
tion purchased by Geo. T. Gardner & was not
the price to be paid therefor by him
90 cents per thousand feet on the
stump board measure?

Answer. It was purchased by
Gardner and I think 90 cents
per m. was the price; but I
don't know.

2 Question. Was not the quantity of
lumber actually cut by Gardner
103,268 feet of pine logs?

Answer. I don't remember.

About that quantity I can't tell you exactly.

4 Question. After Mr. Gardner had begun to cut the lumber, did not J. J. Reed, the plaintiff, approach Mr. Gardner where he was at work and agree that Mr. Gardner should go ahead & cut the lumber provided he, Reed, should have the same price and the money which Gardner had agreed to pay Mills H. Holland for the lumber?

Answer. I don't know.

4 Question. Did not Mr. Gardner, however, tell Reed that he would not pay the money either to him or Holland until it should be decided who was entitled to it, and did not Reed agree to this?

Answer. I never saw Mr. Gardner & Reed together. I can't tell anything about it.

5 Question. Is not Gardner ready and willing to pay for the lumber cut by him according to his agreement with Holland & Reed?

(The plaintiff, by his counsel,
excepts to this question on the
ground that Moore is not the
keeper of Gardner's conscience or
intention.)

Answer. I don't know.

Re-direct.

Question. Did you hear
Gardner and Reed make any
bargain about the timber?

Answer. I never did.

And further this deponent
saith not.

J. T. H. Moore

Virginia

Sussex County to wit:-

I, J. F. West, a Commis-
sioner in Chancery for the Circuit
Court of Sussex County, in the said
State, do hereby certify that the forego-
ing deposition of J. T. H. Moore was duly
taken, sworn to and subscribed before
me, at the time and place and
for the purpose in the caption hereto
mentioned. Given under my hand
this 28th day of March in the year 1888.

Comm^r's fee for taking foregoing dep. J. F. West, Comm^r in Ch.
motion \$5.⁰⁰ Charge to Plaintiff.

Reed

vs. In Chancery.

Gardner & Halland.

Deposition
of

J. T. N. Moore.

Came to hand March 31st
1888 under cover sealed.
Peter B. Prentiss, Clerk

In the Circuit Court of
Hanseman and County —

Andrew J. Reid

vs } In Chancery —

Geo W. Gardner & Mills & N. Holland & Co —

It appearing to the Court that
the matters involved in this
cause having been settled and
costs paid, on motion of the
plaintiff by counsel it is
ordered and decreed that the
cause be dismissed and the
same removed from the
docket

A. J. Reid ^{Plaintiff}
vs In Chancery
Geo. W. Gardner
Miles H. Holland & Co

Final Decree
To be entered
Oct 10, 1890

C. H. Stille

Entered Chancery
view book No. 2
Page 341.

In the Circuit Court of Chause-
mond County, Va.

Andrew J. Read

vs. } In Chancery,
Geo. T. Gardner & als.

The separate answer of George
T. Gardner, one of the defend-
ants, to the Bill of Complaint
exhibited against him and
others in the Circuit Court of
Chausemond County by Andrew
J. Read, Complainant:

This Respondent reserving to
himself the benefit of all just
exceptions to the said Bill for
answer thereto, says:

That the lands mentioned in
said Bill consisted of two
parcels, - one parcel containing
one hundred and forty-three
(143) acres, more or less and the
other parcel containing sixty
(60) acres, more or less.

That believing that he had a
good and perfect right and
title to said parcel of one hun-
dred and forty-three acres of
land, Mills H. Holland Sr. one

of the defendants to said Bill, sold the timber growing thereon in August 1884 to this Respondent for ninety cents per thousand feet board measure on the stump.

That this Respondent at once began to cut said timber and take it away.

That while this Respondent was cutting said timber, the said Andrew J. Read appeared upon the land and claimed both the land and timber, but agreed then and there that this Respondent might take the timber and cut it and take it away at the price specified above, provided this Respondent should not pay the money for the timber either to himself (said Read), or to said Holland until it should be decided to whom the same was payable and who was entitled to said land, lumber and money.

That having authority so to

do from both said Read and Holland, this Respondent proceeded to cut said timber and take it away.

That this Respondent cut one hundred and three thousand two hundred and eighty six (103,286) feet of said timber in pine logs and is ready and willing at any time to pay the money for the same either to said Read or Holland as it may be determined to whom the same is due and payable at the rate of ninety (90) cents (the price agreed upon) per thousand feet board measure.

This Respondent has not committed any waste upon said land, nor in any way injured or trespassed upon the land, except as above specified with the consent and agreement of said Read and Holland, and is in no wise liable to either of them, or any other person for any loss or damage occasioned by the cutting of

said timber, or any trespass upon said land otherwise than as above specified.

This Respondent denies that the cutting of said timber irreparably ruined said land and that equally ruinous results ensued from the execution of the contracts made with this Respondent.

This Respondent, therefore, prays that the order entered in this suit in October 1885 perpetuating the injunction which had been awarded in accordance with the prayer of said Bill may be annulled and set aside and said injunction dissolved.

And having fully answered the said Bill, this Respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended, and he will ever pray etc.

x G. T. Gardner

State of Virginia } to wit:
County of }
This day, George J. Gardner
whose name is signed to the fore-
going answer, appeared in person
before me W. H. Jones a
justice of the peace for the County and
State aforesaid and made oath
that the matters in said answer
stated as of his own knowledge
are true and those stated upon
the information of others he be-
lieves to be true.

Given under my hand
this 27 day of September 1889.

W. H. Jones, J. P.

Read A. J.

vs. } In Chy.

Holland & al.

Answer of Geo.
T. Gardner

In the Circuit Court of Chan-
semond County, Va.

Andrew J. Read

vs. } In Chancery

George Gardner & al.

The separate answer of Mills
H. Holland Sr. one of the defend-
ants to a Bill of Complaint ex-
hibited against him and others
in the Circuit Court of Chanse-
mond County by Andrew J. Read,
Complainant:

This Respondent reserving to
himself the benefit of all just
exceptions to the said Bill for
answer thereto, says,

That the lands mentioned
in said Bill consisted of two
parcels, - one parcel containing
one hundred and forty three (143)
acres, more or less, and the other
parcel containing sixty (60) acres
more or less

That prior to the year 1860,
Frederick H. Holland Sr. father
of this Respondent purchased the

said parcel of one hundred and forty three acres ^{of land} of Joseph Rooks and Sarah Matilda his wife and that the same was conveyed by deed from them by direction of said Frederick H. Holland Sr. to his son and this Respondent's brother, Frederick H. Holland Jr.

That said Frederick H. Holland Jr. at once took possession of said parcel of one hundred and forty three acres of land and held the same down to the day of his death in the year 1870 or 1871, no one having during that time set up an adverse claim thereto or disputed his ownership thereof

That in the year 1871 the said parcel of one hundred and forty three acres of land was sold by public auction before the Courthouse door of Chautauque County and purchased by this Respondent who held possession ^{and paid the taxes thereon} thereof from the time of his purchase down to the time of the institution of this

suit without having his right
thereto ~~called~~ ~~in~~ disputed or
any one to set up an adverse
claim thereto.

That believing he had a good
and perfect right and title
to said parcel of one hundred
and forty-three acres of land,
this Respondent sold the timber
growing thereon in August 1884
to George J. Gardner for ninety
cents per thousand feet on the
stump, or as it stood uncut,
according to board measure.

That said Gardner at once
began to cut said timber and
take it away.

That while said Gardner was
cutting said timber, the said
Andrew J. Read appeared on
the land and claimed both
the land and timber, but at
once agreed that said Gardner
might cut the timber at the
price specified above, provided
he, Gardner should not pay
the money for the timber either to
himself, said Read, or this Re-
spondent, until it should be

decided to whom the same was payable and who was entitled to the land and lumber.

That said Gardner having authority so to do from both said Read and this Respondent, proceeded to cut said timber and take the same away.

That said Gardner cut one hundred and three thousand two hundred and sixty eight (103,268) feet of said timber in pine logs and is ready and willing at any time to pay the money therefor either to said Read or this Respondent as it may be determined to whom the same is due and payable.

That this Respondent has not received a single cent of the money for said timber; that he has not committed any waste upon said land, nor in any way injured, or trespassed upon the land, and is in no wise liable to said Read or any other person for any loss or damage occasioned by the cutting of said

timber or any trespass upon said land.

This Respondent denies the title of said Read to said land as claimed by him in said Bill and that he has had quiet possession of said land ever since he acquired his alleged title thereto, and that said Joseph Rooks alone without the knowledge or consent of his said wife sold to said Frederick H. Holland simply his, the said Rooks, right or interest in said land.

This Respondent also denies that the cutting of said timber irreparably mined said land and that equally minous results ensued from the execution of the contracts made with said Gardner.

That the said deed from said Rooks and wife conveying said land to said Frederick H. Holland Jr. was destroyed by an accidental fire ^{on the 7th day of February} which in the year 1866 destroyed the Clerk's office of said County in which ^{said deed} had been recorded and was at the time of the fire.

This Respondent, therefore, prays
that the order entered in this
suit in ^{October} 1885 perpetuating the
injunction which had been
awarded in accordance with
the prayer of said Bill, may be
annulled and set aside and
said injunction dissolved.

And having fully answered
the said Bill, this Respondent
prays to be hence dismissed with
his reasonable costs by him in
this behalf expended and he
will ever pray etc.

Mills H. Holland Sr

Wilbur J. Kilby p.d.

State of Virginia

Chausemond County } to wit

This day Mills H. Holland
Sr. appeared in person before me,
a Notary Public in and for the
County and State aforesaid and
made oath that the matters in
the foregoing answer stated as of
his own knowledge are true and

those stated upon the information
of others he believes to be true,
Given under my hand this
9th. day of April 1888.

Wilbur J. Kilby
Notary Public

Read, A. J.

vs. } In Chy.

Gardner & al.

Answer of
Mills H. Holland

Filed 13 April
1888 in open Court
by leave of Court.

Rev.
50c

This Deed made this 6th day of June 1867,
between Richard H. Reddick Jr. of the one part, and
Andrew Jackson Read (a colored man) of the other
part, witnesseth: That the said Richard H. Reddick Jr.
in consideration of the sum of two hundred dol-
lars, doth grant with special warranty, unto the
said Andrew Jackson Read, all right title and
interest which he acquired by a Deed of this date
from said Andrew Jackson Read and Sarah
Motilda his wife, in and to two parcels of land
in Nassau County, One parcel containing
One hundred and forty three acres, more or less,
and now in the possession of Fred H. Hollans,
and adjoins the lands of Abram Reddick, Jno
Gardner & others, and the other parcel containing
sixty acres more or less, and adjoins the lands of
Richard Howell & Wiley Jones and others, (for further
particulars, see deed above referred to, from Andrew
Jackson Read & Sarah Motilda his wife to said
Richard H. Reddick Jr.)

Witness the following signature & seal.

R. H. Reddick Jr. (Seal)

In the Clerk's Office of Nassau County Court, the
6th day of June 1867.

This deed was acknowledged by Richard H. Reddick Jr. and
thereupon admitted to record (the requisite stamp of 50c having
been affixed and cancelled)

Witness
Peter B. Prentiss, Clerk
as copy
Peter B. Prentiss, Clerk.

Richard H. Riddick ^{XMR} Jr.
To E. C. Reed
Andrew Jackson Reed

Exhibit B

Wm. R. R.
Wm. R.
Wm. R.

This Deed made this 6th day of June 1869 between Andrew Jackson Read (a colored man) and Sarah Motilda his wife of the one part, and Richard H. Riddick Jr. of the other part. Witnesseth; that the said parties of the first part. in consideration of the sum of two hundred dollars, do grant with general warranty unto the said Richard H. Riddick Jr. the following parcels of land in Harrison County, to wit: a Tract of land in said County containing One hundred and forty three acres, more or less, and adjoining the lands of Abram Reddick, Geo. Gardner & others & to which said Sarah obtained title by the will of Dempsey Howell, dead & in which the former husband of said Sarah (Joe Rooks) has sold any right he may have to Fredk. H. Hollons. Also another Tract of Land containing by estimation Sixty acres & adjoining the lands of Rich^d Howell & Wiley Jones & others, and was also obtained by the said Sarah under the will of said Dempsey Howell dead, and in which said Rooks sold any right he had to Dempsey Store: And now whilst the right of said Rooks is denied, yet the fee simple is certainly in said Sarah & which is now sold with all the right she has in the same.

Witness

The following signatures & seals

Andrew Jackson ^{his} Read Seal
Sarah Matilda ^{her} Read Seal

In the Clerk's Office of Nassau and County Court
The 6th day of June 1867

This Deed was acknowledged by Andrew Jackson Read:
and the same deed having been examined by me
in my Office, privately and apart from her husband,
and having the deed opened and fully explained to
her, acknowledged the same to be her act, and
declared that she had willingly executed the
same and did not wish to retract, and thereupon
admitted to record (The requisite Tax of 50 having
been affixed and cancelled.

Teste:

Peter B. Prentiss Clerk

A Copy:

Teste:

Peter B. Prentiss Clerk

Kind
Andrew Jackson Read
& wife
To
Richard H. Riddick, Jr.

Exhibit A

In the Circuit Court of Hanseman County

— In Chancery —

To the Hon^{ble} George Blinn, Judge of said Court,
Your orator, Andrew Jackson Reas, of the said
county of Hanseman, humbly complaining
sheweth unto your honor,

That ~~on~~ on the 6th day of June, 1867
your orator obtained the fee simple title
to certain land in the County of Han-
seman in the State of Virginia by
deeds duly recorded in the Clerk's office
of Hanseman County Court, copies of
which said deeds, duly authenticated are
herewith filed, marked "A" and "B", and
are prayed to be taken as a part of this
bill. That previously to the execution
of the aforesaid deeds the fee simple title
to said land was in Sarah Matilda
his wife - who claimed title to the same
under the will of Dempsey Howell dec^d.
That previously to the marriage of said
Sarah Matilda to your orator she had
intermarried with one, Joe Rook, who
without her knowledge or consent sold to
Frederick H. Holland what he, the said Rook,
claimed as his right - in said land, but
as no issue was ever born of the marriage
with Rook by the said Sarah Matilda, by the

said Rook could have had no interest
whatsoever in said land - and hence whatever
deed he may have made to Frederick Hollander
or any one else, covering any of the marsh
lands of said Sarah Matilda, was null
and void - nor does the clerk's office of
Hampden County Court contain any
record evidence, which your orator can
discover, of the fact that such a deed
was ever made.

That your orator has been in quiet
possession of said land ever since the
deeds aforesaid were made and has had
no reason to believe that his rights in said
land would ever be interfered with on said
land and its appurtenances in any manner
disturbed by any one whatsoever.

But within the present month, to wit,
August, 1884, your orator was informed
that great waste was being committed
on the lands of the two tracts conveyed under
the terms of the deed of June 6th, 1867,
whereupon your orator at once repaired to
the spot and saw that a very great number
of timber trees had been cut down and
sawed into saw-mill logs and that the
work of destruction was still being pro-
ceeded, ^{to the very great and irreparable damage of your orator} - That your orator at once

sought to ascertain who ^{was the guilty party} and by what authority this waste was being committed when he discovered that one George Gardner was the person actively engaged in cutting the trees and hauling them to the edge of the creek or river preparatory to rafting them to the mill where they were to be manufactured into lumber and that said George Gardner claimed to exercise the right to cut and remove said logs under a contract with Miller H. Holland, who told him, the said Gardner that the land in question belonged to him, the said Holland.

That Gardner believing this statement to be true made his contract with Holland for so much per thousand feet of timber, log measure, and that he should continue to cut the timber until he had cut all on the tract or until he was prohibited by due process of law.

That if the said Gardner and his employees are permitted to continue the cutting of the timber trees on said land it will be, so far as your water is concerned irreparably ruined, if if

the said Mills H. Holland is permitted
to carry out his contract with said
Gardner, or make a similar one
with any other party equally ruinous
results will ensue.

In tender consideration whereof, and foras-
much as your orator is remediless in the
premises and ~~is~~ is entitled to relief in
a court of equity when matters of this
sort are properly cognizable and relieva-
ble - To the End therefore &c. your
orator prays the said Mills H. Holland
and George Gardner be made parties
defendant to this bill, and required on
their corporal oaths to answer this bill
according to the best of their knowledge, in-
formation and belief, and that the
said parties George Gardner and Mills H.
Holland be enjoined and restrained
from taking any further steps toward
the committing of waste on said
land by the cutting and removing of
the timber aforesaid - and that the
said Gardner, or his employer be en-
joined and restrained from the
removal of any of the saw mill
logs now cut and ready for removal
on the said premises, and that said

Wm. H. Holland be enjoined and
restrained from interfering further
in any manner whatsoever with said
land, or its appurtenances, and that
all loss and damage your orator
has sustained by said trespass may be
ascertained and that your orator may
have such other and further relief in the
premises as the nature of the case
shall require, and to your honor shall
seem meet.

And your orator will ever pray &c
C. H. Kearney p. g

Virginia

Henrico County to wit.

J. C. Kearney a Notary Public in and for the
County aforesaid in the State of Virginia
do certify that Andrew Jackson Reel the
Complainant in the foregoing bill, personally
appeared before me in my County aforesaid
and made oath that all the alle-
gations therein stated as coming within
his own knowledge, he knows to be true,
and all other resting on the knowledge or
information of others he believes to be true
Given under my hand this 23rd
day of August - 1884.

C. H. Kearney
Notary Public

The injunction as prayed for is awarded to enjoin and restrain the said George Gardner or his employer, and the said Smith H. Holland or his agents and all others concerned from trespassing upon and committing waste on said land mentioned in the bill and exhibits therewith filed. containing one hundred and forty three acres, more or less, and from cutting and removing, ~~any timber~~ ^{any timber} from said land or removing any logs now cut, from said premises till the further order of the Court.

But the plaintiff herein is not to have the benefit of this order, until he, or some one for him, shall enter into bond with sufficient security in the clerk's office of this Court in the penalty of three hundred dollars, payable to the defendants and conditional to pay to them, or either of them, all such damages and costs as they or either of them may sustain in consequence of said injunction in case the same shall be dissolved.

C. M. Muddaugh
Judge of Court of
Hastings for City
of Portsmouth

C. N. Consey. p. 4.
A. J. Rees
In charge
George Goudin and
Mills H. Hollander

Northwood Cor. Ct

Andrew J Read

vs Chy. Notes

George Gardner & Mills H. Holland

1884. Aug: 29th: Tryon: Bond executed & filed

" " " Sum in Chy. & paid to Sept. Rols, 1884

" Sept. 1st: Bell de filed - Dece. nisi ⁱⁿ depts

" Oct. 10th: Dece. nisi: Curried & error let for
hearing,

Chy: Notes
