1890-009
Nansemond Co. (Suffolk) Chancery Causes: Suffolk Lumber Co. et al vs John T. Voight et al

Wilson

Suffolk Lumber Co et al

vs } In Chancery

Voright et al.

Costs taxed to 3rd March 1890.

Atty & Tax	$16.50
Clerk	10.00
Sheff	1.50
	$28.00

L. P. Gomer
Clerk

Suffolk Lumber
Co & als
vs } In Chancery
Voight & als.

Jay Costs

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON John T. Voight and Nancy J. his wife, and Peter B. Prentis, her Trustee,

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 August *next to answer a Bill in Chancery, exhibited against them, in the said Court by* Suffolk Lumber Company, and Isaac T. Wilson,

and have then and there this Summons. Witness, PETER B. PRENTIS, *Clerk of our said Court, at his office, this* 23rd *day of* July *1885, in the* 110th *year of the Commonwealth.*

Teste: Peter B. Prentis. *Clerk.*

Memo:

The within named defendants John J. Voight and Nancy J. his wife, and Peter B. Prentis, her Trustee, their Agents, Attorneys and all others are hereby enjoined and restrained from Creating, erecting, maintaining or keeping any obstruction upon the right of way of the Plaintiffs, Suffolk Lumber Company and Isaac J. Watson, over and upon their tram road upon the lands of said defendants, in Cypress Magisterial District, in Nansemond County, Va.; used or to be used by the Plaintiffs for the purpose of transporting or conveying pine logs or Timber or other logs or timber from the land of Joshua B. Harrell (known as the Lee land) and from the lands of Moses Harrell, Frank R. Ellenor, Wiley W. Parker and Frank Rountree, to the Saw-mill of the Plaintiffs, on the land of Peter F. Duke, and from interfering in any manner with said road or right of way, and the free use and enjoyment thereof, by the Plaintiffs, their Agents or servants, Carriages or teams, until the further order of the Circuit Court of Nansemond County, Virginia.

Teste: Peter B. Prentis. Clerk

Suffolk Lumber Company and Isaac J. Watson
vs
John J. Voight and
Nancy J. his wife and
Peter B. Prentis, her Trustee.

Bill & Inj.

Filed in the Clerk's Office of the Circuit Court of Nansemond County, Va. July 25th 1883.

Executed July 25th 1883 and a true copy hereof delivered to John J. Voight and Nancy J. his wife and Peter B. Prentis, her Trustee, each.

J. T. Cox Deputy for
John L. Fulghum, Sheriff of Nansemond Co.

Know All men by these presents, that we, Isaac T. Wilson and Daniel B. Cannaday are held and firmly bound unto John T. Voight and Nancy J. his wife, and Peter B. Prentis, her Trustee, in the sum of One hundred and fifty dollars, to the payment whereof well and truly to be made to them, 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 23rd day of July. One thousand eight hundred and eighty-five. And we hereby waive our Homestead Exemption, as to this Obligation.

The Condition of the above Obligation is such, that Whereas, Suffolk Lumber Company and Isaac T. Wilson, Plaintiffs in their Bill in Chancery against the said John T. Voight and Nancy J. his wife, and Peter B. Prentis, her Trustee, Defendants addressed to the Hon. George Blow, Circuit Court Judge in and for Nansemond County, Virginia, have obtained from the said Judge an Injunction to enjoin and restrain the said John T. Voight and Nancy J. his wife, and Peter B. Prentis, her Trustee, their Agents, Attorneys and all others, from creating, erecting, maintaining or keeping any obstruction upon the right of way of the Plaintiffs, Suffolk Lumber Company and Isaac T. Wilson, over and upon their tram road, upon the lands of said Defendants, in Cypress Magisterial District, in Nansemond County, Va, used or to be used by the Plaintiffs, for the purpose of transporting or carrying pine logs or lumber or other logs or lumber from the land of John B. Harrell (known as the Lee land) and from the lands of Moses Harrell, Frank R. Elmore, Wiley W. Parker and Frank Rountree, to the Saw-Mill of the Plaintiffs, on the land of Peter T. Duke, and from interfering in any manner with said road or right of way and the free use and enjoyment thereof, by the Plaintiffs, their agents or servants, Cars, Cogies engines or teams until the further order of the said Court. And Whereas it is provided by the order of the said Judge awarding the said Injunction, that the Plaintiffs shall not have the benefit thereof, until they or either of them shall enter into Bond with sufficient security in the Penalty of One hundred and fifty dollars, payable to the defendants, and conditioned to pay all such costs and damages as they may sustain, in consequence of the said injunction, if the same shall be dissolved:

Now, therefore, if the said Suffolk Lumber Company and Isaac T. Wilson shall pay all such costs as may be awarded against them and all such damages as shall be incurred in case the said injunction be dissolved, then this Obligation to be void or else to remain in full force and virtue.

Executed and acknowledged before me in the Clerk's Office, the day and date above

Peter B. Prentis, Clerk

Isaac T. Wilson (Seal)

D. B. Cannon (Seal)

Suffolk Lumber Company
vs
Isaac T. Wilson
vs
Isaac T. Wilson
vs
Peter T. Voight and Hannah Ophir exrs
and Peter B. Brooks, Ind Trustee

1885

July 23rd. Executed & filed

The Suffolk Savings Bank
vs
E. D. Chapman
John J. Worcester
~~The Suffolk Savings Bank~~

~~On the motion of~~ the defendants by Comm asked
Sel, leave is ~~given~~ to file an answer
within Sixty days, and the execution for
Costs which issued under the decree of
March ~~9th~~ 3rd, 1890 ~~is for the purpose~~
~~suspended~~ till the further order of
the Court. And the decree entered on
the 14th day of April 1890 is set aside
after motion being argued the court takes time to consider

Suffolk & Co
vs
Voight

To be entered
C M Hill
April 17, 1890

Entered Chancery
Order Book
No. 2 p. [redacted]

Suffolk Lumber Co. tal.

vs.

Voight, wife tal.

On motion of the Complainants, by counsel, it is ordered that this cause be removed from the docket.

Suffolk Lumber Co. et al.

vs. } In Chy

Voight et al.

Order
To be entered
14 Apl. 1890
C H Pitts

Entered Chancery
Order Book
No. 2 page 324

Suffolk Lumber Co. &al.

vs.

John T. Wright &als

This Cause which was ready for hearing and could lawfully have been, but was not, tried at the last terms of this Court came on this day to be heard on the Bill taken for confessed as to all the defendants on whom process had been duly served, they still failing to plead answer or demur to the Bill and on the exhibit filed with the Bill and on the motion of the defendants made on the 17th. day of April A. D. 1889 to dissolve the injunction awarded the Plaintiffs on the 23d. day of July A. D. 1885 and was argued by Counsel.

On Consideration whereof the Court doth over-rule said motion and doth adjudge, order and decree that said injunction which was awarded to "enjoin and restrain the defendants, their agents, attorneys and all others from creating, erecting, maintaining or keeping any obstruction upon the right of way of the Plaintiffs over and upon their tram road, upon the lands of the defendants in Cypress Magisterial District in Nansemond County, Va. used or to be used by the Plaintiffs for the purpose of transporting, or carrying pine logs or timber, or other logs or timber from the land of Joshua B. Harrell (~~formerly~~ known as

the Lee land) and from the lands of Moses Harrell, Frank R. Ellenor, Wiley W. Parker and Frank Rountree to the saw-mill of the Plaintiffs on the land of Peter F. Duke and from interfering in any manner with said road or right of way and the free use and enjoyment thereof by the Plaintiffs, their agents or servants, cars, logies, engines or team, until the further order of Court", be made perpetual, and that the Plaintiffs recover of the defendants, John T. Voight and Nancy J. Voight their costs by them about their suit in this behalf expended, and that execution issue for said costs.

Suffolk Lumber Co. et als.
vs. } In Chy.
Voight et al.

In the Circuit Court of Chancery and County
Special Term
3 March 1890
Decree
To be entered
C. M. Bruce

Entered in Chancery
Order Book No 2
page 342

Suffolk Lumber Co.

vs.

John T. Voight & al.

The defendants by counsel this day moved the Court to dissolve the injunction awarded the Complainants in this cause on the 13d. day of July A.D. 1885, which motion together with the cause is continued on the further motion of the defendants.

Suffolk Lumber
Co.

vs. } In Chy.

Voight & al.

In the Circuit Court
of Nansemond County
April 17th, 1889

order

To be entered

Entered Chancery
Order Book No. 2
P. 267.

Suffolk Lumber Co. Tal.

vs.

Voight Tal.

On the motion of the Complainants, by Counsel, it is ordered that this cause be removed from the docket.

Suffolk Lumber Co. Tal.

v.s. } In Chy.

Voight Tal.

In the Circuit Court of Chancellor County Oct. 13th 1890

Order

To be entered

C M L

Entered Chancery order book No 2. Page 330

Oct. 7. 1844

Mr Peter D. Bruster Dear Sir

I have it my duty to grant unto
you the Common all the privilege of building
timber across my land if you will call for
it you might
Daily & Night.

Exhibit A.

Peter J. Keenan
Inmate

In the Circuit Court of Nansemond County, Va.

Suffolk Lumber Company and Isaac T. Wilson, Plaintiffs

vs. } In Chancery

John T. Wright and Nancy J. his wife and Peter B. Prentis, her Trustee, defendants

To the Hon. George Blow, Circuit Court Judge in and for said County:

Respectfully represent and show unto Your Honor, Your Complainants the said Suffolk Lumber Company and Isaac T. Wilson, that in the month of July 1884 or about that time, John T. Wright and Nancy J. his wife and Peter B. Prentis her trustee, entered into a contract with Your Complainants whereby in consideration of the sum of thirty dollars, which was paid by Your Complainants to them, they the said John T. Wright and Nancy J. his wife and Peter B. Prentis

her trustee, ~~agreed and~~ entered into a contract with, and firmly bound themselves unto Your Complainants to the following effect, namely: That Your Complainants should have use and enjoy a right of way across the lands of said John T. Wright and wife in Cypress Magisterial District in said County, together with the right to build a tram road for the purpose of transporting and carrying logs ~~by means of a tram road & log track~~ from the land of Joshua B. Harvell (known as the Lee Land) and the lands of Moses Harvell, Frank R. Ellenor, Wiley W. Parker and Frank Rountree to the saw-mill of your Complainants on the land of Peter F. Duke - said logs being pine tree logs to be cut & sawed into lumber at said mill for market; Of which agreement or contract Your Complainants herewith file partial evidence in the shape of a paper signed by said Harvey J. Wright and addressed to said Trustee, marked Exhibit

A.

That in pursuance of said agreement Your Complainants ~~built their said~~ took possession of said right of way and built their said track & road and have been using and enjoying the same ever since without objection from said Wright and Wife down to a late period.

That to make sure of the said right of way and to build the said road in a manner and locality least objectionable to said Wright and wife, Your Complainants called upon said Wright to point out said right of way for the location of said road and he did as requested and the right of way as used by Your Complainants is that pointed out by him.

Your Complainants say that the owner of said Lee Land & said Moses Harrell, F. R. Elleur Wiley W. Parker and Frank Ponce had ~~approached~~ made known to Your Complainants ~~their~~ their desire ~~and offered~~ to sell them the timber upon their lands before said agreement & con-

tract was made with said Wright and wife but Your Complainants did not offer ~~declined~~ to buy the timber, because it was inaccessible except by means of a right of way for a tram road across the land of said Wright and wife; but Your Complainants gave the parties having said timber to see to understand that if they, Your Complainants, could secure the said right of way across said Wright's land, they (Your Complainants) would purchase said timber.

Accordingly Your Complainants approached said Wright and wife and secured said right of way as stated above and then purchased said timber, ~~But Your Complainants~~ paying for it large sums of money and proposing to cut and haul it over said right of way to said mill as speedily as possible with a view to manufacturing it into lumber for market.

But Your Complainants allege

that after they had built said road upon, and secured said right of way over said said Voight's land and while they were proceeding to extend said road beyond said Voight's land to said timber with the intention of cutting it and hauling it over said road to said mill. the said Voight and wife fastened a gate and nailed it securely across said road so that it could not be opened and otherwise obstructed said road in such a manner as to stop the passage of your Complainants over and upon said road as well as their agents, servants, cars, engines, team, and other vehicles, and the free use and enjoyment of said road and right of way by your Complainants, and the transportation of said timber to said mill; and thus your Complainants business and operations have been hindered and stopped and the cutting of said timber and the shipping of the lumber to market and the sale of it prevented to the great and irreparable injury of your Complainants.

And your Complainants allege that said Voight and wife were not satisfied with simply creating said obstruction, but

they have wilfully and maliciously maintained and kept said obstruction upon said road and refused to remove it during the period of several weeks, and intend to road
keep and maintain the same upon said, indefinitely and in utter disregard of the rights of your Complainants under and by virtue of said contract or agreement and to the great and irreparable injury of Your Complainants.

Your Complainants say they have not only suffered great damages already by reason of said injury but they are daily suffering additional damages and, ~~will~~ unless said obstruction be removed, they will suffer still greater damages.

In consideration whereof, Your Complainants, being without remedy save in a Court of Equity, pray that the said John T. Wright and Nancy J. his wife and Peter B. Prentis, her trustee may be made parties defendant to this bill and be required to answer all the allegations thereof on oath; that they may be required to remove said obstruction from, and restrained from creating any other obstruction upon, said road and right of way; that such damages may be awarded to Your Complainants as may be just and proper for the injury already done or that may be done them by reason of said obstruction; that Your

Complainants may be secured in the free use and enjoyment ~~thereof~~ of said right of way and road and that an injunction may be awarded your Complainants to inhibit and restrain the said defendants their agents or servants and all other persons from creating erecting maintaining or keeping ~~or placing~~ any obstructions upon said road or in any manner interfering with the free use & enjoyment thereof by your Complainants their agents, or servants, cars, Engines, engines or teams. And that all further and adequate relief may be granted your Complainants as the nature of their case may require and to Equity may seem proper. And in duty bound your Complainants will ever pray &c

Suffolk Lumber Co.
By D. B. Cannon agt.
Isaac J. Wilson

Wilbur J. Kilby
Counsel for Plaintiffs
22 July 1885

State of Virginia
Nansemond County } to wit

This day Daniel B. Cannon Agent of Suffolk Lumber Company and Isaac T. Wilson plaintiffs in the foregoing Bill of Complaint, appeared in person before me, a ~~justice~~ Notary Public in and for the County and State aforesaid and made oath that the matters in the said bill stated as of their own knowledge are true and those stated upon the information of others they believe to be true.

Given under my hand this 22 day of July 1885.

Wilbur J. Kilby
Notary Public

~~In the Circuit Court of Isle of Wight County, in Vacation.~~

Suffolk Lumber Company
and Isaac T. Wilson, Plaintiffs

vs. } In vacation

John T. Voight and Nancy J. his wife and Peter B. Prentis her Trustee, defendants

On the motion of the Plaintiffs, by counsel, and for good cause shown, an injunction is awarded according to the prayer of the bill them to injoin and restrain the defendants, John T. Voight and Nancy J. his wife and Peter B. Prentis her trustee, their agents, attorneys and all others from creating, erecting, ~~& placing~~ maintaining or keeping any obstruction upon the right of way ~~over and from road upon~~ of the plaintiffs over, and upon their tram road upon the lands of said defendants in Cypress Magisterial District in Isle of Wight County, Va. used.

or to be used by the plaintiffs for the purpose of transporting or carrying pine logs or timber or other logs or timber from the land of Joshua B. ~~Hall~~ Harrell (known as the Lee land) and from the lands of Moses Harrell Frank R. ~~Holton~~ Ellenor, Wiley W. Parker and Frank Pomtree to the sawmill of the plaintiffs on the land of Peter F. Duke, and from interfering in any manner with said road or right of way and the free use and enjoyment thereof by the plaintiffs their agents or servants, cars, bogies ~~or~~ engines or team, until the further order of Court. But the plaintiffs are not to have the benefit of this order until they or either of them shall enter into bond with ~~sufficient~~ sufficient security in the penalty of one hundred and fifty dollars payable to the defendants and conditioned to pay all such costs and damages as they may sustain in con-

sequence of the said injunction in case the same shall be dissolved.

Geo R Cook.

To the Clerk of the Circuit Court of Nansemond County Va.

23d. July 1885

Kilby. p. 9

Suffolk Lumber
Company and Isaac T. Wilson
vs
Ejectment Bill &c

John J. Wright and
Nancy J. his wife, and
Peter D. Prentis, her Trustee

Nansemond Cir: Ct.

Chancery Papers

Suffolk Lumber Co.
and others.
Against
John S. Voight & al.

Wilbur J. Kilby p.q.

1890
April Term

1890
October 13th
Final Decree

No. 2 LEGAL WRAPPER.
F. S. HASBROUCK & CO., 66 & 68 DUANE ST., NEW YORK SOLE MANUFACTURERS.