

1894-054

Nansemond Co (Suffolk)

Chancery Causes: Benjamin M. Bruce vs Gay Manufacturing Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING :
YOU ARE HEREBY COMMANDED TO SUMMON *The Gay Manufacturing*

Company

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 it
in the said Court by *B. M. Bruce,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *5th* day of *August* 1885, in the *110th*
year of the Commonwealth.

Teste :

Peter B. Prentis Clerk.

Мамы

Memorandum.
The defendants, "The Gay Manufacturing Company," its Agents and employees, are hereby restrained and enjoined from entering upon the tract of land, mentioned in the Complainant's (B. M. Bruce) Bill, as purchased of Tho^s. M. Rader and wife, lying in Nausaund County, and from cutting thereon and removing therefrom the timber on said land, until the further order of the Circuit Court of Nausaund County, Virginia.

Wesley: Peter B. Prentiss. Clerk

O. E. Holland. p. 9

B. M. Bruce.

23 Sum. in Chy: de

"The Gay Manufacturing Company"
To September Rule, 1885-

To September Rule's, 1883-

To: B. N. 1. Page
Civ. Co.

Executed this 7th day of August, 1883, in the County of Hansbando, Virginia
by delivering a true copy hereof to William N. Camp, President of the Gay
Manufacturing Company, which County is the place of residence, of the said
William N. Camp.

J. T. Cox Deputy for John L.
Fulgham, Sheriff of
Nansemond County, Va.

Know all Men by these Presents —
That I, the undersigned, do hereby consti-
tute and appoint Charles H. Causey of
Suffolk, Nansemond County, Virginia.

my true and lawful attorney in fact
to execute a bond in my name, place
and stead by signing my name as if

I personally present to such bond
which said bond is to be executed be-
fore the Clerk of the Circuit Court of
Nansemond County in his office and
conditioned for the payment of the
sum of One thousand and ninety
dollars to the party prevailing in a
certain Suit in Ejectment now pending
in the Circuit Court of Nansemond
County, Virginia, under the style of
John T. Wright and Nancy his wife,
and Peter B. Prentiss vs. — — — — — Plaintiffs.

vs { In Ejectment

Thomas M. Raby — — — — — Defendant.

But said Charles H. Causey is empowered
to do and perform no other thing under
these letters. and this paper is to be filed
with the bond.

Witness my hand and seal this 3^d day of September, 1885

Witness

Arnold Guy Bates

Wm H. Bosley &
The City & County Co

Filed
Sept 3 1885

W. H. Burley
20 S. of W. 4th
in the University

Know all men by these presents, that we, B. M. Bruce and William H. Pierce are held and firmly bound unto "The Gay Manufacturing Company," in the sum of Six Hundred (600) dollars, to the payment whereof well and truly to be made to the said "The Gay Manufacturing Company," we bind ourselves and each of our heirs, executors and administrators, jointly and severally, by these presents. And we hereby waive our Homestead Exemption, as to this obligation. Sealed with our seals, and dated this 5th day of August, A.D. 1885, and in the 110th Year of the Commonwealth.

The Condition of the above obligation is such, that whereas ^{He said,} B. M. Bruce, in his Bill in Chancery against the said "The Gay Manufacturing Company," addressed to the Hon. George Blair, Judge of the Circuit Court of Nanssawand County, Virginia, has obtained from the Hon. G. W. Mendenhall, Judge of the Hastings Court of the City of Portsmouth, Virginia, an Injunction to restrain and enjoin the said "The Gay Manufacturing Company," its agents and employees, from entering upon the tract of land, mentioned in the Com-
Warrant (B. M. Bruce's) Bill, as purchased of Tho. M. Rabey and wife, lying in Nanssawand County, and from cutting thereon and removing therefrom the timber on said land, until the further order of the said Circuit Court of Nanssawand County, Virginia:

And whereas, it is provided in the order of the said Judge granting the said Injunction, that the Complainant in said Bill, is not to have the benefit thereof, until he enter into bond with good security, before the Clerk of the Circuit Court of said County of Nanssawand, in the penalty of Six hundred (600) dollars, payable to the said defendant, "The Gay Manufacturing Company," and conditioned to pay all such costs and damages, as it may sustain, in consequence of the said injunction, in case the same shall be dissolved.

Now therefore, if the said B. M. Bruce shall pay all costs as may be awarded against him, and all damages which may be incurred in case the said injunction be dissolved, then, this obligation to

B. M. Bruce

vs { Inj. Bond

The Gay Manufacturing Company.

1885-
Aug. 22. Entered & filed

To be read, otherwise to remain in full force and virtue.
B. M. Bruce
W. H. Pierce



Know All Men by These Presents,

THAT WE, *William H. Camp, President of the Gay Manufacturing Company - and William H. Bosley - William H. Camp and J. D. Moncure*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Two thousand* DOLLARS,

to the payment whereof, well and truly to be made to the said Commonwealth, 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 *5th* day of *September* in the year one thousand eight hundred and *eighty-five*, and in the year of the Commonwealth. And we hereby waive our homestead exemption as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *William H. Camp, President of the Said, The Gay Manufacturing Co. in and on behalf of said Co. shall pay to the party succeeding in a certain suit - in effectment now depending in the Circuit Court of Danvers County, Virginia* who has this day qualified before the Court of Nansemond County,

The sum of One thousand and ninety dollars - (said suit being styled John T. Voight and Mary his wife and Peter B. Prentiss trustee vs. Thomas M. Rat) on account of the timber growing upon said land

~~shall faithfully discharge the duties of his said trust, then the above obligation to be void, or else to remain in full force and virtue.~~

Executed in presence }
of the Court.

W H Camp Pres (SEAL.)
The Gay Mfg Co (SEAL.)
William H. Bosley (SEAL.)
By C McCausey his attorney (SEAL.)
in fact (SEAL.)
W H Camp (SEAL.)
J D Moncure (SEAL.)

Gay Manufacturing Co:
& Co.

To { Bond
Commenced the

1885 -
Sept: 5th: Speculat. ac
Knowl, 13 + file
Tale: Peter B. Peatling, Clerk

Whereas Benjamin M. Bruce of the County of Hansemond in the State of Virginia has sued out an injunction to enjoin and restrain The Gay Manufacturing Company its agents or employes from cutting and removing the timber from a certain tract of land in the County of Hansemond which timber is alleged to have been purchased by said Bruce from Thomas M. Raby on the 4th day of March 1884; And whereas Nancy Wright by Peter B. Prentiss trustee has instituted a Bill in Ejectment in the Circuit Court of the County of Hansemond to determine the title to the said land, she the said Nancy Wright, claiming and believing that the said land belongs to her— And whereas it appears that said B. M. Bruce has agreed to sell said timber to the Gay Manufacturing Company— and that the said Company now has a bogy track built near to said land convenient for carrying away the timber; And whereas the price agreed on by the said Bruce with the said Company, is reasonable and profitable and neither party can be injured by cutting the

Said Timber before the said Company removes its logg track, provided the money for the same be properly secured to be paid to the rightful owners of said land and timber:

Therefore the said Nancy Wright through her trustee the said Peter B. Prentiss, signifies her assent to the said The Gay Manufacturing Company's going upon and cutting and removing the said timber from the said land provided said Company shall give proper security for the payment of the purchase money on the determination of the suit involving the title to the said land.

"C-3"

At a Special Term of the Circuit Court for
Hauemann County held the 27th day of April
1885:

John T. Vought and Nancy his wife and
Peter B. Prentiss Trustees. Plaintiffs

Against } In Ejectment

Thomas M. Raley Defendant

On the motion of the plaintiffs it is ordered
that the Surveyor of this County do go
upon the land in controversy on the day of
 , next, if fair, if not, the next fair day,
and survey and lay out the same, as either
party may require, and return three fair plats
and reports thereof to the Court, and that any
one of the justices of the County, do then
and there meet him and examine and
take the depositions of such witnesses as shall
be produced by any of the parties, which are
to be returned with the said plats and reports,
And the Sheriff of the County is to attend the
said Survey, if necessary, to remove force if
any shall be offered

A Copy
Teste.

Peter B. Prentiss. Clerk.

"By"

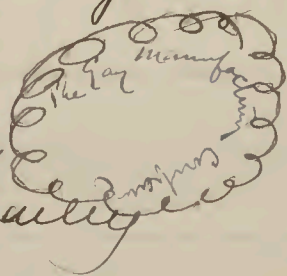
Six months after date The Gay Manufacturing Company,
a Corporation duly chartered and organized under the
laws of the State of Virginia, promises to pay to Benjamin
M. Bruce the sum of One thousand and
ninety dollars for the timber on a certain tract
of land lying and being in the County of Hanseman
in the State of Virginia, provided that the said
Benjamin M. Bruce shall at that time have
an undisputed title to the said timber on the
tract of land referred to and which is fully describ-
ed in the written agreement entered into be-
tween the parties on the 23rd day of February 1885.

In witness whereof the said The Gay Manufacturing Com-
pany becomes the obligor hereto this 23rd day of
March 1885: by the signature of William H.

Camp the president of said Company ^{the Company affixed} and seal of

Witness

Chas. W. Dailley



Wm H. Camp Pres
The Gay Mfg Co

No.

A BILL.

"Ap"

Xbt. filed with
Answer

Patron,

D. M. Dwyer

¹⁰
The Gay Wf & Co -

This cause is dismissed agreed -

B. W. Buree
is
The Gay Mfg Co

April 11th 1883

To be entered
CMT

Entered in Chancery
Order Book
No. 2. Page 548.

B. M. Bruce -

Pltff.

vs. In Chancery

The Gay Manufacturing Company, Defs.

The Answer of ~~the~~ said, The Gay Manufacturing Company, the defendant to a bill of complaint exhibited against said Company by Benjamin M. Bruce Complainant, in the Circuit Court of Household County, Virginia, by William H. Camp, president of said Company and under Seal.

This defendant now and at all times hereafter, saving and reserving to itself all and all manner of benefit and advantage of exceptions to the manifold errors, uncertainties, imperfections and insufficiencies in the said Complainant's said bill of complaint contained, for answer thereto, or unto so much and such parts thereof, as it, this defendant, is advised is material for it to make answer unto, it, this defendant answering by its president, saith - that while it is true that on the 23rd day of February, 1885, an agreement was entered into with the complainant for the purchase of the timber trees standing upon certain lands therein mentioned, at the price of four dollars per acre, it is also

true that so soon as it was ascertained and agreed as to the number of acres of timbered land in the said tract this Complainant by its president executed a proper writing obligatory for the payment of the sum agreed on, to wit for the sum of One thousand and ninety dollars, properly signed and duly witnessed and tendered the said writing to the said Complainant who thereupon refused to receive and accept the same, to wit on the 23rd day of March, 1885, and has since that time refused to accept the same though often requested to do so - The said writing is herewith filed marked "A" and is prayed to be taken as part of this answer.

This defendant further saith that at the time it was ascertained and agreed as to the number of acres of timber land, ^{which} was to be paid for and for some time previous thereto, the fee simple title to the land itself upon which said trees stood and were growing - was, and still is in dispute, and a suit in Ejectment to try the title to said land had been begun and now stands upon the docket of this honorable court on the Common Law side thereof, and an

order of survey has been made therein
as the paper marked "B y" herewith filed will
show, which is prayed to be made a part of
this answer in order that this Court may
see and fully understand the exact condition
of the case. Your defendant emphatically
denies that it has ^{at} any time refused to carry
out its promise in regard to the delivery of the
bond for the payment of the timber aforesaid
but even when this defendant offered to
pay in money for this timber provided a
good and proper refunding bond be given,
conditioned for the repayment of said pur-
chase money in the event it should be
hereafter determined that the Complain-
ant had no right to sell the said timber
and when the Complainant ^{or proposed} agreed to give
said bond with Dr. Richard E. Parker as
security thereto, and which bond this de-
fendant agreed to accept, the Complain-
ant would not give the said bond with
Dr. Parker as security but offered another
bond with other sureties, which last-named
bond was refused by your defendant.

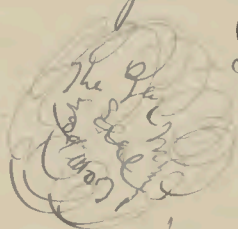
This defendant further saith that it now
has built very near to the tract of timber land
aforesaid a saw mill and bogy track
at great expense and is ready to cut and

remove the timber on this tract of land, and to carry out in good faith its part of the agreement of the 23rd of February, and if the said timber cannot now be cut and removed before the boggy track is taken up it will be useless to the defendant as there will not be timber sufficient to justify the building of another track to transport the timber in question.

This defendant is now willing as it has ever been to enter into a proper bond to be approved by the Clerk of this Court conditioned for the payment of the purchase price of said timber as soon as the title to the land shall be determined or to pay into the Farmer Bank of Newmould subject to the future order of this Court the sum of \$1090.⁰⁰

Said defendant also saith that the other party to the Suit in Ejectment is perfectly willing for the timber on this tract of land to be cut now, the money to be paid when the title to said land shall be decided to the party entitled to receive the same as the right of neither party can thus be destroyed or impaired, as the Complainant himself

well known. The Assent of Nancy
Bright, the party in the Ejectment suit re-
ferred to by Peter B. Reuter her trustee is
herewith filed marked "C3" and is asked
to be taken as a part of this answer.
And now your respondent having fully an-
swered the Complainant's bill prays to
be hence dismissed with its reasonable
costs in this behalf expended and it
will ever pray &c



The Gay Manufacturing Corporation
B1
Per

C. H. Causey p.d.

B. M. Bruce
+ 5 Chy papers
The Gay Manufacturing Co

Answer

This Agreement made this 23rd day of February 1885, between Benjamin M. Bruce of the County of Nansemond in the State of Virginia of the one part, and The Gay Manufacturing Company, a corporation duly chartered under the laws of the State of Virginia of the other part Witnesseth That the said Benjamin M. Bruce does hereby promise, covenant and agree to sell and convey unto the said, The Gay Manufacturing Company for the sum of four dollars per acre all his right, title and interest in and to the timber upon a tract of land in the county of Nansemond to contain two hundred acres, which was purchased by the said Bruce from Thomas M. Raby on the fourth day of March 1884, but it is particularly agreed by and between the parties that a survey is to be made of said land, and the sum of the purchase money is to be determined by the said survey and is to be at the rate of four dollars per acres for the entire tract and the said Bruce is to give said Company an indefeasible right and title to go upon said land and to cut and remove the timber therefrom, the said, The Gay Manufacturing Company hereby covenants and agrees that so soon as the number of

acres in said tract of land shall be ascertained by the surveyor, who may be employed to ascertain the acres of said tract of land, and before said Company, its agents or employees shall enter upon said land to cut and remove therefrom any of the timber growing thereon, said Company shall execute a bond properly signed and acknowledged, payable in six months from the date thereof to the said B. M. Bruce his heirs or assigns after the rate of ten dollars per acre for the whole tract of land. It is also agreed that the survey shall be made at the earliest practicable date, said Company shall have ten years within which to cut and remove said timber from the above land. The said Benjamin M. Bruce covenants that he will do whatever may be necessary to perfect the title to said timber and give all further assurances necessary thereto. In testimony whereof the said Benjamin M. Bruce has hereto affixed his hand and seal, and the said The Gay Manufacturing Company have also signed and acknowledged the same by William N. Camp, the president thereof.

B. M. Bruce 
The Gay Mfg. Co.
by W. N. Camp Pres.

Virginia
Hansemond County } Town:

J. C. H. Causey, a Notary Public and
for the county aforesaid in the State of
Virginia, do hereby certify that Benjamin M.
Bruce and William N. Camp, president
of the said The Gay Manufacturing Company,
whose names are signed to the foregoing
writing this day personally appeared before
me in my County aforesaid and ac-
knowledgeed the same to be their act
and deed.

Given under my hand this 23rd day
of February 1885.

C. H. Causey
Notary Public

In the Clerk's Office of Hansemond
County Court, the 21st day of March 1885.
This Agreement was presented with the
certificate annexed and admitted
to record.

Teste

Peter B. Prentiss Clerk

A copy
Teste:

Peter B. Prentiss Clerk.

Benjamin M. Bruce and

with Σ Copy Agreement
The Gay Manufacturing Company.

"B"

This deed, made the 4th day of March in the
year of our Lord one thousand eight hundred
and eighty four, between Thomas M. Roby
and Elizabeth Roby his wife of the county of
Nansemond in the State of Virginia of the one
part, and Benjamin M. Bruce of the same
place of the other part, Witnesseth That in
consideration of the sum of three hun-
dred and fifty dollars, the said Thomas M. Roby
and Elizabeth Roby his wife do grant, with
general warranty, unto the said Benjamin M.
Bruce and to his heirs and assigns, forever
the following estate to wit. All the timber on
the tract ^{of land} lying and being in the county and
State aforesaid running from the Edenton
road to the Dragon road and bounded
on the North by Wesley Harrell and others;
on the East by Wesley Harrell and C. F. Roun-
tree: On the West by the "Lee" land and "Carr"
tract of land and by John Savage and
on the South by the road running from
the Edenton road to the Dragon road, containing
... Acres more or less, the said land
embraced within the foregoing boundaries
being all the land of said Roby on which
the said Bruce or his assigns will have
the right to cut and remove timber,
together with all and singular, the

appurtenances belonging to the same.
And the said Thomas M. Raby covenants
that he has the right to convey the said
land to the said grantee, that the said
grantee shall have quiet possession
of the said land, that he has done no act
to encumber the said land, and that
he will execute, such further af-
surances of the said land as may be re-
quisite.

Witness the following signa-
tures and seals.

Thomas M. ^{his} Raby ^{mark} 

Witness as to both,
C. H. Causey }

Elizabeth ^{her} Raby ^{mark} 

State of Virginia }
County of Hansemond } Town of

J. C. H. Causey a Notary Public, in and for the
county aforesaid in the State of Virginia, do
certify that Elizabeth, the wife of Thomas M.
Raby, whose names are signed to the writing
above, bearing date the 4th day of March
1884 personally appeared before me in the
county aforesaid and being duly examined
by me privily and apart from her hus-
band and having the writing aforesaid

fully explained to her, she, the said Elizabeth
acknowledged the said writing to be her act
and declared that she had willingly executed
the same, and does not wish to re-
tract it.

Given under my hand this 28th
day of May eighteen hundred and eighty-
four

C. H. Causey
Notary Public

Virginia,
County of Hansemond Town:
I, C. H. Causey a Notary Public in and for the
said County, in the State of Virginia do certify
that Thomas M. Ratz whose name is signed to
the writing above, bearing date the 14th day of
March 1884, has acknowledged the same,
before me in the County aforesaid.

Given under my hand this 28th
day of May 1884.

C. H. Causey
Notary Public

In the Clerk's Office of Hansemond County Court, the
28th day of May 1884.

This Decree was presented with the certificates annexed and
admitted to record.

Teste

a C. H. Causey

Peter B. Prentiss

Clerk

Thomas M. Raby & wife ^{xm'd}
To & Copy Deed
Benjamin M. Bruce.

"A"

20

Hon. Geo. Blanford Judge of Circuit Court for Han-
sen and County.

B. M. Bruce -

Plff

vs
The Gay Manufacturing Company Defts.

Your Complainant B. M. Bruce, of the
County of Hansmond, State of Virginia, Res-
pectfully represents and shows unto
the Court that on the 4th day of March
A. D. 1885 he purchased of Thomas M. Raby
and wife all their right, title and inter-
est in and to the timber upon a certain
tract of land in Hansmond County, Virgin-
ia, as well appear by deed of said parties
duly recorded in the Clerk's office of Hans-
mond County, a copy of which said ^{deed} is here-
with filed, marked Exhibit "A" and prayed
to be taken as a part of this bill. Your
Complainant also states and alleges that
afterwards he entered into an agreement
with the Gay Manufacturing Company, ^{a corporation duly organized under the laws of Virginia} for
the sale of the aforesaid timber upon the
aforesaid tract of land, in which said agree-
ment Your Complainant agreed to sell and
convey all his right, title and interest in
and to the timber upon the tract of land
aforesaid to the said The Gay Manufacturing Com-

pany for the sum of four dollars per
acre for the entire tract of land, the num-
ber of acres to be ascertained by survey to
be made at once; and in which said
agreement the said The Gay Manufacturing Com-
pany covenanted and agreed that so soon
as the number of acres should be ascer-
tained, and before said Company, its agents
or employees should enter upon said land
to cut and remove therefrom any of the
timber upon said land, the said Company
would execute a bond properly signed and
acknowledged, payable in six months from
date to said B. M. Bruce or his heirs at the
rate of four dollars per acre for the
entire tract of land: all of which said
facts will appear by agreement between
the aforesaid B. M. Bruce and The Gay Man-
ufacturing Company, entered into on the 23rd
day of Feb'y A.D. 1885, duly recorded in the
Clerk's office of Hanson and County, herewith
pled, in and to Exhibit "B" and prayed to be
taken as a part of this bill. Your Com-
plainant further states and alleges
that the said "The Gay Manufacturing Company"
notwithstanding its above agreement,
not only still fails to give the bond prop-
erly signed and executed in accordance

with the stipulations contained in its said agreement, but has refused and still doth refuse to give the aforesaid bond for the purchase price of said timber, thereby, as your complainant charges, violating and forgetting its said agreement. Your complainant also states that he has at all times been ready, anxious, and willing to perform his part of said agreement, and has insisted that the said The Gay Manufacturing Company comply with the requirements of said agreement, and to this end engaged the County Surveyor to make an survey of said tract of land and ascertain the number of acres therein, returned the said survey to the said "The Gay Manufacturing Company" signed by the said County Surveyor, and demanded the bond aforesaid for the purchase price of said timber and the fulfillment of its agreement, which it failed and refused to execute and perform. Your complainant further states, that notwithstanding the failure and refusal of the said "The Gay Manufacturing Company" to fulfill its agreement and in express violation of the covenants and stipulations contained in said agreement it entered upon said land,

has cut and removed and is now cut-
ting and removing therefrom the timber
growing thereon

In tender consideration whereof and in as
much as your Complainant is remedies
sane in a court of equity, your Complain-
ant prays that the said "The Gay Man-
ufacturing Company" may be made a
party defendant to this bill and required
under its corporate seal to answer the
same; that the said "The Gay Manufac-
turing Company" may be enjoined and
restrained from entering upon the said
tract of land aforesaid and cutting tim-
ber thereon and from removing the tim-
ber already cut thereon and that its Agents
and Employees be likewise enjoined and re-
strained from cutting and removing ^{timber} there-
from; that the aforesaid agreement between
your Complainant and the said "The Gay
Manufacturing Company" be declared
forfeited and annulled, that proper pro-
cess issue, that all proper orders and de-
crees may be made, and that all such
other, for her and general relief may be
granted your Complainant as the nature of
his case may require or desire of shall
here seem meet. And your Com-

Plaintiff also ever pray &c.

E. E. Howard

Virginia,

R. 9.

Transmontany, Virg.

This day personally appeared before me,
E. E. Howard, a notary public in and for
said County in said State, B. M. Bruce and
made oath that he believes that the state-
ments made in the foregoing are true,
Given under my hand the 3rd day of Aug
AD 1885

E. E. Howard

N. R.

Injunction. An injunction is an order
to restrain and enjoin the said "The Gay
Manufacturing Company", its Agents and
employees from entering upon ^{said tract of land} and cutting
thereon and removing therefrom the timber,
upon the tract of land mentioned in Com-
plaintants bill as purchased of Thos M. Rabey
and wife, and lying in Transmontany, until
further order of Court. And the said Com-
plainant is not to have benefit of this order
until he enters ^{before the Clerk of Circuit Court Transmontany} with sufficient
security in the penalty of \$600 ⁰⁰/₁₀₀ payable
to said defendants, and conditioned to pay
all such costs and damages as it may

Sustain in consequence of the said injunction, in case the same shall be dissolved

C. M. Mundagh

Judge of Hustings Court, Port, Va

To Clerk of the Circuit Court of Hanover Co.

E. E. Holland & Co.

B. M. Bruce

^{to} { Bill & Son

"The Hay Manufacturing Company"

Houseman & Co.

B M Bruce
vs } In Chancery
The Gay Manf. Co.

E. C. Holland p. q.

1894 April 11th
Dismissed Agreed