1900 - 004
Nansemond Co (Suffolk) Chancery Causes: Benjamin M. Bruce vs William N. Camp et al

H. S. SUTTON,
SHERIFF OF LEVY COUNTY,
BRONSON, · FLA.

BRONSON
DEC
16
1900
FLA.

A. P. Gomer
Clerk Circuit Court
Suffolk
Va

1900

H. S. SUTTON,
SHERIFF LEVY COUNTY.

BRONSON, FLA., Jan. 16th 1899

Mr A. P. Gomer

Dear Sir

Some time ago I made a Levies on W N Camp of this County and was instructed to forward you the return which I did with my Cost the parties said they would forward and they have not done so will you please Call Ship attention to the matter and ast them if they will send it

Very Respectfully

Yours

H. S. Sutton

Sheriff

Levy Co

To B. M. Bruce

Take notice that we shall ask for an Injunction in the Chancery Cause of W. N. & P. D. Camp vs. B. M. Bruce pending in the Circuit Court of Nansemond on May 27th 1897 at Suffolk, at the Office of Judge Robert R. Prentis

Respectfully
W. N. & P. D. Camp
by Counsel.

May 13. 1897.

Copy handed to
Judge Rawls
May 14 97

Memorandum —

In Circuit Court of Roanoke

Benj. M. Bruce
vs
Wm N. Camp
Paul D. Camp
James L. Camp
Robert J. Camp

In Chancery

Bill of Review, to review & re-open the case of W. N. P. D. Camp v. Bruce Final decree entered Jan'y 1899.

Issue summons, returnable to 2d Jan'y Rules —

Day 150 p5.
Nov 13th 1899

C. H. Causey Jr & Robert Whitehead, p. q.

Bruce
Vs
Camp clothes

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N Camp & Paul D Camp & James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill of Review in Chancery exhibited against them in the said Court by Benja M Bruce to review & reopen the case of W N & P D Camp vs Benj M Bruce Final decree entered Jan. 24th 1899

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 17th day of November, 1899, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A. P. Gomer, CLERK.

C. N Leamy }
R. W. Withers } p. q.

Benj M. Bruce

vs. } In Chancery.

Wm N Leamy
" and others

1900

January Rules.

Thirl Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 186

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N Camp Paul D Camp James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill in Chancery of Review exhibited against them in the said Court by Benj M Bruce to review & reopen the Case of W N & P. D Camp vs Benj M Bruce. Final decree entered Jan. 24— 1899

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 17th day of November, 1899, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

C Meausey
R W Withers } p. q.

A Copy Sw

vs. } In Chancery.

Wm N Leamy

1900

January --- Rules.

Third --- Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 186

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N Camp Paul D Camp James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill in Chancery, ~~exhibited against~~ of Review to reopen ~~in the said Court by~~ the case of W N & P D Camp Vs Bruce Final decree entered Jan 24th 1899 exhibited against them in the said Court by Benj M Bruce

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 11th day of December, 1899, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A. P. Gomer, CLERK.

A 847
921

R W Wrather ?
C A Leavesy } p. q.
B M Bruce

vs. } In Chancery.

Wm N Leamp & others

1900

January Rules.

Third Monday.

Nansemond Circuit Court.

*Process Book No.*_____

*Page*_____

For certain slaves
by Columbus
the Wrather
Bruce &
in the Circuit
B M Bruce

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ~~NANSEMOND~~ Southampton COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N Camp Paul D Camp James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill of Review in Chancery exhibited against them in the said Court by Benj M Bruce to review & reopen the case of W N & P D Camp vs Benj M Bruce. Finial decree entered Jan 24 – 1899

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 17th day of November, 1899, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste: A P Gomer, CLERK.

Executed December 9th 1899 by delivering a copy of
this notice to each of the defts: of age
W. M. Camp who cannot be found.

J. W. Atkinson sh'ff

By J. Smithson D.S.

C. N. Causey Jr.
Robert W. Withers } p. q.

Benj M. Bruce

vs. } In Chancery.

Wm N Camp
and others

1900---

January---Rules.

Third---Monday.

Nansemond Circuit Court.

Process Book No. 2---

Page 186

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ~~NANSEMOND~~ Southampton COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N. Camp Paul D Camp James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill in Chancery of Review exhibited against them in the said Court by Benj M Bruce to review & reopen the Case of W N & P D Camp vs Benj M Bruce. Final decree entered Jan. 24th 1899

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 17th day of November, 1899, in the 124th year of the Commonwealth.

A copy—Teste:
A P Gomer, CLERK.

Teste:
A P Gomer, CLERK.

L. N. Causey Jr
Robt W Withers } p. q.

A Copy for
Wm N Camp

vs. } *In Chancery.*

1900

January --- Rules.

Third ------ Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 186

Tobfounds
D. N. Williams Dft

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ~~NANSEMOND~~ Levy Fla COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Wm N Camp Paul Camp James L Camp and Robert J Camp

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 Third Monday in January 1900, to answer a Bill in Chancery of Review exhibited against them in the said Court by Benj M Bruce to review & reopen the Case of W N & P D Camp vs Benj M Bruce. Final decree entered Jan 24-1899

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of December, 1899, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A. P. Gomer, CLERK.

Executed the within summons by serving a true copy thereof on Wm. N. Camp, who is a non-resident of the State of Virginia, in person, at Albion, Levy County, Florida, this 26th day of Dec 1899, at 10 o'clock A. M.

H S Sutton
Sheriff Levy Co Fla

County of Levy }
State of Florida } to-wit:—

I, Perry M. Colson a Clerk Ct. Ct. in and for the county and State aforesaid, hereby certify that H. S. Sutton whose name is signed to the above, personally appeared before me in my County and Made Oath; (1) That he is not a party to or otherwise interested in the subject matter in controversy between Benj. M. Bruce and Wm N. Camp and others; (2) That he has served a true copy of the within summons on Wm N. Camp in person; (3) That said service was made at Albion, Levy County, Florida, on the 26th day of Dec, 1899, at 10 o' clock A M.

Given under my hand this 26th day Dec. 1899.

Perry M. Colson
Clerk Ct. Ct. Levy Co Fla
By O. M. Jacobs, D.C.

Benj M Bruce
vs.
Wm N Camp
and others

In Chancery.

1900
January Rules.
Third Monday.

Nansemond Circuit Court.

Process Book No. 2

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Chancery Court
#2-33
Clerks Ct. 33

All Available Text Successfully Captured

BRUCE v.CAMP

On demurrer;--Circuit Court--Bill of Review--Notes--Chancery.

CONSENT DECREE;What is: 96 Va ——— Harris v. Jones ———

What is not:"The entry of a decree without objection is not a consent decree."2 Bart.Ch.Pr.(2Ed.) p 834-citing Hershee v.Hershey 15 Iowa,185.

"The decree should ~~xhaw~~ recite or show upon its face thatiit was entered by consent". 5 ~~Am.~~ Ency of Pl.&Pr.p.963; Daniell Ch.Pr. (1 Ed.)668.

"If it (decree) does not so show upon its face it is not a consent decree, even though in fact it was consented to, but it is a decree of the Court in invitum and subject to all the remedies for its correction allowable in the cases of contested decrees." Gibson, Suits in Chy.Sec.558. "There are but two ways known to the law by which (a final)decree could be set aside (or corrected)--by Bill of Reviewin the court which rendered it,or appeal to this court"/ Burks,J., in Battaile v.Md.Hospital etc.76 Va at p.67.

A consent decree,appearing in the record,may not be a consent to all the decree. Buchanan v.Clark,10 Gratt.164.

"Endorsment on a decree by counsel in these words,"Submitted to us", is insufficient alone to entitle the decree to be regarded as a consent decree" Syl.Gibson v.Burgess,82 Va.650.

96 Va Harris v. Jones.

Code of Va Sec. 3427

76 Va. 63

What is not a
Consul doing

Virginia:

At a circuit Court continued and held for the County of Nansemond at the Court house in the Town of Suffolk on Friday the 19th day of October 1906.

Benja M Bruce Complainant

against } In Chancery

Wm N Camp Paul D Camp James L Camp and Robert Camp } Defendants

This cause came on this day to be heard upon the bill and the exhibits therewith filed, the demurrer of the defendants thereto and the joinder therein of the complainant and was argued by Counsel.

On consideration whereof, the Court being of the opinion that the decree entered by this Court in the Chancery cause of Camp and others v Bruce on the 11th day of December 1896 which was affirmed by the Supreme Court of Appeals on the 7th day of December 1898 was the final decree in said cause, and that after the said final decree this Court had no further jurisdiction of the said cause; and it further appearing that the decree or order entered in said cause on the 24th day of January 1899,

which the complainant B M Bruce seeks now to have reviewed in this proceeding was entered with the Consent of the said B M Bruce doth therefore adjuage, order and decree that the said demurrer be sustained, that the bill of review be and the same is hereby dismissed, and that the defendants recover of the complainant their costs by them about their suit in this behalf expended.

At the instance of the complainant who desire to present a petition for an appeal from this decree it is ordered that execution of this decree be suspended for ninety days when the complainant shall give bond before the clerk of this court with good security in the penalty of $100. with a Condition reciting this decree this intention to present such petitions and providing for the payment of all such damages as may accrue to any person by reason of the said suspension in case a supercedeas to this decree should not be allowed, and be effecual within the time so specified.

A Copy

Teste:

A P Gurney Clerk

W. N. & P. D. Court

vs

B. M. Bruce

In Chancery.

~~Declaration~~.

This cause come on this day to be heard on the Bill and exhibits filed, the answer of B. M. Bruce and the depositions of ~~W. N. Court and others~~ witnesses and was argued by Counsel.

On Consideration whereof the Court being of the opinion that the price named for the property referred to in the bill in the Contract dated September 26th 1894 is grossly inadequate; that the Complainants were guilty of laches in acquiescing without suit or protest in the Confirmation of the subsequent sale and conveyance of the said property to the defendant, and that by entering into Competition with the defendant by bidding for the property at such subsequent sale, and by the institution of an action at Law for damages for the alleged breach of Contract the Complainants evinced their in-

tention to abandon their rights to
the specific performance of the
said contract: and that under
all the circumstances of the
case the prayer of the bill should
be denied, doth therefore ad-
judge, order and decree that
the complainants' bill be dis-
missed, and that the defendant
recover of them his costs by
him about his suit in this
behalf expended. But at the instance
of the complainants who by counsel
have expressed a desire to appeal
from this decree it is ordered that
the execution of this decree be
suspended for ninety days from
this date when the complainants
or one of them shall execute a
proper bond before the clerk of
this court in a penalty of Five Hun-
dred dollars with a condition reciting
this decree and the intention of
such complainants to present a
petition for a supersedeas and
providing for the payment of all
such damages as may accrue to
any person by reason of said sus-

Provision in case a corporation should not be allowed and be effectual within the time as specified in accordance with the Statute Law of the State of Virginia

"Exhibit E"

Enter Dec. 11, 1896
Robert R. Curtis

Entered in
Chancery Order
Book
No 3 Page 67

Know All Men by These Presents, That we, Paul D Camp
James L Camp and Robert J Camp

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Six 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.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 29th day of May in the year of our Lord one thousand eight hundred and Ninety Seven, and in the 121st year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas an Injunction was awarded on the 21st day of May 1897 against the defendant B M Bruce in the Chancery cause pending in the Circuit Court of Nansemond County between W R Camp & P D Camp the Complainants against said B M Bruce his agents employees and those claiming by through or under him, their agents employees or other persons from Cutting or removing the Standing timber on the tract of land described in the bill and known as the Borroughs land containing about 2900 acres situated in Nansemond County until the further order of this Court: But before the Plaintiffs shall have the benefit of this order they, or one of them or some one for them shall enter into a bond before the Clerk of this Court with security deemed sufficient by him in the penalty of $6000. Now therefore if the said Paul D Camp shall pay all such Costs and damages as may be awarded against him in case this injunction shall be dissolved then this obligation is to be void, otherwise it is to remain in full force and virtue.

SEAL

Paul D Camp SEAL

James L Camp SEAL

Robert J Camp SEAL

SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 29th day of May 1897.

The above bond was executed and acknowledged by the obligors (the sureties justifying on oath as to their sufficiency) and recorded.

Teste: A P Gomey CLERK.

A Copy Teste: A P Gomey Clerk

Paul D Camp

To Injunction Bond

The Commonwealth.

1897

May 29th

A Copy

Recorded in Official
Bond Book No 1 Page 127.

"Exhibit C"

Virginia,

In Vacation, in the Circuit Court of Nansemond County.

May 21st. 1897.

W.N. and P. D.Camp Plaintiffs.

Versus.

B.M.Bruce, Defendant.

This day came the complainants and filed the affidavit of John R. Cowling, and the defendant filed the affidavit of B.M.Bruce, and thereupon —On motion of the plaintiffs, and for reasons appearing satisfactory to the Court, an Injunction is awarded them, in accordance with the prayers of the bill, enjoining and restraining B.M.Bruce, his agents, employees, and those claiming by, though or under him, their agents employees or other persons from cutting or removing the standing timber, on the tract of land described in the Plaintiff's bill, known as the Burrough's land, containing about 2900 acres, and located in the said County of Nansemond, till the further order of this Court. But before the said plaintiffs shall have the benefit of this order, they or one of them, or some one for them shall enter into bond before the Clerk of the Circuit Court of said County, in the penalty of $6000.xx conditioned to pay all such cost and damages as may be awarded the defendant, by reason of the suing out of the said Injunction, should the same be dissolved, and with security to be approved by the said Clerk. And when the said bond shall have been executed a copy of this order shall be served on the defendant. —

To the Clerk of the Circuit

Court of Nansemond County.

Robert E. Lewis.

W. H. H. D. Camp.

Versus. Injunction.

B. W. Bruce. Order

"Exhibit B"

Entd May 21, 1897

Robert E. Rumbs.

1897 May 26th
Entered in Chancery
Order Book No 3
Page 88.

~~W. N and P. D. Camp~~

~~vs~~

~~B. M. Bruce~~

In the Circuit court of Nansemond County ~~the~~ in vacation this 24th. day of January 1899:

W. N. and P. D. Camp
vs
B. M. Bruce

This Cause came on this day to be again heard on the papers formerly read, and was argued by Counsel. On consideration whereof, it appearing to the court that all questions raised in said cause have now been fully decided by the decree of the Court of Appeals of Virginia and that the decree of this court dismissing the plaintiffs bill, has been affirmed by said Court of Appeals, the court doth order, adjudge and decree, that the injunction heretofore awarded the plaintiffs, to enjoin B. M. Bruce from cutting or selling timber from said land, be, and the same is hereby wholly dissolved, and nothing further remaining to be done in this Cause it is ordered that the same be stricken from the docket.

notice of the motion to dissolve this injunction having been waived and dispensed with

and mentioned in the bill

To the Clerk of the Circuit Court of Nansemond County.

ROBT. N. Reid.

Final Decree

Enter:-

January 24, 1899

Robert C. Ellis

"Exhibit D"

Entered in Chancery
Order Book No 3
Page 191.

We consent.

J. L. McLemore. per. Camps.

R. A. Rawlins Bonner

B. M. Bruce

v.

W. N. Camp et als.

This cause came on this day to be heard upon the bill and the exhibits therewith filed, the demurrer of the defendants thereto, and the joinder therein of the complainant, and was argued by counsel.-

On consideration whereof, the Court, being of the opinion that the decree entered by this court in the chancery cause of Camp and others v. Bruce on the 11th day of December, 1896, which was affirmed by the Supreme Court of Appeals on the 7th day of December, 1898, was the final decree in said cause, and that after the said final decree this court had no further jurisdiction of the said cause; and it further appearing that the decree or order entered in said cause on the 24th day of January, 1899, which the complainant B. M. Bruce seeks now to have reviewed in this proceeding, was entered with the consent of the said B. M. Bruce, doth therefore adjudge, order and decree that the said demurrer be sustained, that the bill of review be and the same is hereby dismissed, and that the defendants recover of the complainant their costs by them about their suit in this behalf expended.

~~And it being suggested to the court by counsel for complainant that an appeal from this order is desired by them, it is ordered that the operation of this decree be suspended for ninety days, in which time the said complainant is permitted to present his petition to the Court of Appeals of Virginia for appeal and supersedeas to the judgment of the court above rendered.~~

At the instance of the Complainant who desires to present a petition for an appeal from this decree, it is ordered that the operation of this decree be suspended for ninety days, when the Complainant shall give bond before the Clerk of this court with good security in the penalty of $100.- with a condition reciting this decree & this intended to present said petition and praying for the payment of all such damages as may accrue to any person by reason of the (over)

Said suspension, in case a supersedeas to this decree should not be allowed, and be effectual within the time so specified.

B.M. Bruce
vs.
Decree
D. M. Caudle et als,
Entered
Oct. 19, 1908.
A. M. Wells
Clerk

Enrolled in Chancery
Order Book No 3
Page 3 2 4

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

The demurrer of William N. Camp, Paul D. Camp, James L. Camp and R. J. Camp to the bill of complaint exhibited against them in this court by Benjamin M. Bruce.

These defendants by protestation, not confessing any or all of the matters and things in the said bill of complaint contained to be true, in manner and form as the same are therein set forth, doth demur thereto, and for cause of demurrer say, that the allegations contained in said bill are nor sufficient in equity to entitle the complainant to the relief he seeks. Wherefore, and for divers other errors and imperfections, these defendants demand the judgment of this court whether they shall be compelled to make any further or other answer to the said bill, or any of the matters and things therein contained; and pray hence to be dismissed with their reasonable costs in this behalf sustained.

W. N. Camp et als.

ads.

Benjamin M. Bruce.

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Nansemond County, Virginia.

In Chancery-

Your Orators, W.N.Camp and P.D.Camp, complaining, showeth unto the Court the following case: That B.M.Bruce of the County of Nansemond, in the State of Virginia, is now, and has for some time been in possession of a tract of land lying in said County and State, containing 2000 acres more or less, and known as the Burrough's land, it being the identical same land knocked out to the said Bruce, at a special Commissioners' sale, made by E.E.Holland, on June 11th. 1894, in the Chancery cause of Ramstead Vs. Ramstead, pending in said Court ; that some time after the purchase by him at the sale as aforesaid of the said land, and before the sale as above mentioned, had been confirmed by the Court, to-wit: On the 26th. day of September 1894, the purchaser, B.M.Bruce, agreed to convey, and did then and there convey, unto your Complainants, by a contract under seal, and duly signed by him, for a good and valuable consideration therein expressed, all of his right title and interest in the said land, and in the sale and purchase thereof, and further covenanted and agreed, that so soon as the sale was confirmed by the Court, that he and his wife would join with the said special Commissioner, E.E.Holland, in making to the purchasers, your Complainants, a good and perfect title to the land aforesaid. All of which will more fully appear by a copy of the aforesaid contract of sale, filed herewith, marked "A", and prayed to be read as apart of this bill.

That notwithstanding the Covenants and agreements as above set-forth, and before the regular time in course, for the sale made by the special Commissioner as aforesaid to be confirmed by the Court, and a deed directed to be made to your Orators, in pursuance of the agreement aforesaid, the said B.M.Bruce, did contrive, by trickery and scheming and fraud, to defeat the same, by improperly and fraudulently, employing and

using one,B.P.Sale,whose name the said B.M.Bruce did use and employ fraudulently and deceitfully to defeat the said contract,and did cause the said B.P.Sale to put in an upset bid for the land aforesaid,to his the said B.M.Bruce's advantage and benefit,before the confirmation of the sale by the Court,by reason of which upset bid,the said land was ordered by the Court to be,and was ,resold,at which re-sale, B.M. Bruce became the purchaser, ~~but as soon as the same was confirmed by the Court, he directed that the deed be made to the said B.M.Bruce, which was accordingly done,~~ and the said Bruce now has the property in his possession, by reason of the said upset bid and subsequent sale made in pursuance thereof, and of other upset bid sales caused thereby, in all of which acts on the part of said B.P.Sale,the said Bruce was the moving spirit,aiding,abeting and directing thesaid Sale,and furnishing the funds necessary to do the said acts,and defeat his said Contract.

Your Co plainants have all the while been ready and anxious to fulfill and perform their part of the contract of sale made between them and the said B.M. Bruce,but have been preventd from doing so,by the efforts and contrivances of the said B.M.Bruce,by which he has worked a fraud upon your orators,and subjected them to great loss and inconvenience and annoyance.

Your Complainants aver and charge,that the only complete redress for them is in compelling specific performance of the contract of sale which the said B.M.Bruce has willfully and designedly caused to be broken and rendered inoperative (he being now in possession of the property,a result of his own actions and reward for his own wrong) as such relief would only be in keeping with his signed and sealed agreement with your orators. That said B.M.Bruce has been requested and urged to comply with his solemn covenants,whereby he agreed to convey to Complainants all of his interest right and title in said land ,but he has declined to do so,and on the contrary,as your orators are advised and believe he has sold,or is about to sell the standing timber on the said farm.or

is about to cut the same. Your complainants further aver and charge that the said B.M.Bruce has no equitable right to sell said property, nor to cause or allow the same to be wasted,destroyed or altered in its nature,until the questions involved in this suit are litigated,and that they are entitled to an Injunction restraining him from so doing. They are advised and therefore aver and charge,that they are entitled to a specific performance of their original and only contract with the said B.M.Bruce,and that he he should be compelled to convey the said Burrough's land to them upon the payment by them of the sum agreed upon in their covenants and agreements of sale as aforesaid,all of which they have offered to do,and still stand ready and willing to do,keep and perform,and also stand ready to do keep and perform all of the other covenants,agreements and stipulations by them ,on their part agreed to be observed,kept and performed,and the said B.M.Bruce,still refuses to comply with the said contract on his part ,though he has been several times applied to by your complainants,and their agents to comply with the same,all of which acts and doings are contrary to equity and good conscience.

In tender consideration whereof and forasmuch as your complainants are remediless in the premises,save by the aid of a Court of Equity ,where all such matters are alone and properly cognizable,they pray that B.M.Bruce may be made party defendant to this bill nad required to answer the same ,but an answer under oath is hereby waived,that said defendant may be required and compelled to comply with the spirit and intention,true intent and meaning of the aforesaid agreement; that the said Burroughs land aforesaid may be conveyed to them under the direction of this Court; that an Injunction may be granted,enjoining and restraining the said defendant from selling ,or otherwise disposing of the farm aforesaid,or from the commission of waste thereon,either by himself or those acting by authority from him; that all such decrees

and orders may be entered, enquiries directed, and such other further general and special relief granted to your Complainants as the nature of their case may require, or to equity may seem meet.

And your Orators will ever pray &c. May it please the Court.

Prince & Allamon and P.N.

W. N. Camp. and P. D. Camp. by Counsel.

Camp. W. of P.D.

Bill

B. M. Bruce.

"Exhibit A."

Copy of Bill Sent
to Southern Exp.
Baltimore Md.
Jan 16th 47

IN THE CIRCUIT COURT OF NANSEMOND COUNTY: NANSEMOND COUNTY TO-WIT:

Benjamin M. Bruce, Complainant;

Versus : In Chancery

William N.Camp, Paul D.Camp,
James L.Camp and Robert J.Camp, Defendants.

To the Honorable Robert H.Prentis, Judge of the Circuit Court of Nansemond County, Virginia.

Humbly complaining, showeth unto your Honor, your orator, Benjamin M.Bruce of the County of Nansemond, that at the October Term of the Circuit Court of Nansemond County in the year 1896, William N.Camp and Paul D.Camp, as complainants, exhibited their bill against your orator and thereby set forth that they were entitled to the specific execution of a contract, alleged to have been entered into with your orator, to convey land; and in their said bill for specific performance of the alleged contract they set forth and prayed the said Court to issue them an order enjoining your orator, Benjamin M.Bruce, his agents, employees or other persons from cutting or removing the standing timber on the tract of land known as the "Burrough's" land, (the same land for which a conveyance was sought by specific enforcement of the alleged contract as set forth in the then complainants' bill), which said land was and is owned and possessed by your orator, and is situated in Sleepy Hole Magisterial District, in the County of Nansemond, Virginia, and contains about 2900 acres. All of which will more fully appear by a copy of the aforesaid bill filed herewith marked "Exhibit A" and prayed to be read as a part of this bill.

Your orator alleges that on the 21st. day of May, 1897 the Honorable Judge of the Circuit Court of Nansemond County, in vacation, granted the prayer of the said William N.Camp and Paul D.Camp and awarded them an injunction, restraining your orator, his agents,

employees and those claiming by, through or under him, their agents, employees or other persons from cutting or removing the standing timber on the tract of land described in their said bill, known as the "Burrough's" land, containing about 2900 acres and located in the said County of Nansemond, until the further order of the said Court.

Your orator alleges that the decree granting the said injunction recites the following words and figures, to-wit: "But before the said plaintiffs shall have the benefit of this order, they or one of them, or someone for them shall enter into bond before the Clerk of the Circuit Court of said County in the sum of $6,000.00, conditioned to pay all such costs and damages as may be awarded the defendant, by reason of the said injunction, should the same be dissolved, and with security to be approved by the said Clerk; and when the said bond shall have been executed, a copy of this order shall be served on the defendant." All of which will more fully appear by a copy of the said injunction order filed herewith marked "Exhibit B", and prayed to be read as a part of this bill.

Your orator alleges also that Paul D. Camp, James L. Camp and Robert J. Camp, (three of the defendants to this bill) in response to the aforesaid order, executed their joint and several bond, in the penalty of $6,000.00, conditioned as the said injunction order prescribed, on the 29th. day of May, 1897; all of which will more fully appear by a copy of the said bond filed herewith marked "Exhibit C", and prayed to be read as a part of this bill.

Your orator further alleges that on the 29th. day of May, 1897, he was served with a copy of the said injunction order, and that he did in obedience to the said order, at all times between the service of the said injunction order and the dissolution of the same, refrain, refuse and forbear, nor did he allow any of his servants, agents, employees or those claiming by, through or under him, their servants, agents, employees or other persons to cut or remove the

standing timber, or any part thereof, on or from the said "Purrough's" tract of land, by reason whereof your orator is injured and damaged to a great extent, to-wit: to the amount of SIX THOUSAND DOLLARS.

Your orator further alleges that on the 11th. day of December, 1896, the Circuit Court of Nansemond County entered a decree in the cause of William M. Camp and Paul D. Camp versus Benjamin M. Bruce, and dismissed the bill of the complainants asking for the specific performance of the alleged contract to convey the said "Borrough's" land; from this decree the said William M. Camp and Paul D. Camp appealed to the Supreme Court of Appeals of Virginia; the Appellate Court affirmed the decree of the Circuit Court. As will appear from "Exhibit E"

Your orator further alleges that on the 24th. day of January, 1899, the Judge of the Circuit Court of Nansemond County, in vacation, dissolved the said injunction order issued against your orator, and entered a final decree dismissing the cause of Camp versus Bruce from the docket, which final decree your orator humbly insists is erroneous and ought to be reviewed, re-opened and amended for many apparent errors and imperfections therein, inasmuch as it appeares from the record of the cause, that the rights of all the parties to said cause had not been fully decided and determined; it is therefor earnestly submitted that the final decree dismissing the cause from the docket should not have been entered until a commissioner had been appointed by the Court to ascertain the amount of damages, if any, sustained by your orator by reason of the said injunction order and the report of such commissioner had been confirmed by the Court and the amount of damages so found to have been suffered by your orator, if any, awarded to your orator by the said Court. And the said final decree of January 24th., 1899. is further apparently imperfect and erroneous on its face, for this, that the said decree was entered in vacation by the Judge of a Circuit Court . A copy of the said final decree is herewith filed marked "Exhibit D", and is prayed to be read as a part of this bill.

And your orator further alleges that the counsel of the said William N.Camp and Paul D.Camp drafted the order of the Court prescribing the condition of the said injunction bond entered into by the defendants Paul D.Camp, James L.Camp, and Robert J.Camp; and that it was the full, free and clear intention of the obligors in said bond as well as the understanding of your orator that the said injunction bond should bind and securely hold the said obligors, principal and sureties, unto the said B.M.Bruce, his heirs and personal representatives in the penal sum of Six Thousand Dollars if the said injunction should be dissolved and the said Benjamin M.Bruce have suffered or sustained any damage or injury by reason of the said William N.Camp and Paul D.Camp having sued out the said injunction restraining your orator as aforesaid; but, by a mutual mistake the aforesaid true intention of the parties was not expressed in the proper words and figures in the condition of the said injunction bond, but instead, words were used which upon mature and careful consideration, state, denote and imply, as a condition precedent to the operation of the bond, the AWARDING of damages to your orator.

In tender consideration whereof, and for as much as your orator is remediless in the premises save by the aid of a Court of Equity where all such matters are properly cognizable, your orator prays that William N.Camp, Paul D.Camp, James L.Camp and Robert J.Camp may be made parties defendant to this bill, and required to answer the same, but an answer under oath ~~is~~ is expressly waived; that the said final decree entered on the 24th.day of January, 1899, in the Chancery cause of William N.Camp and Paul D.Camp versus Benjamin M.Bruce, may be set aside, the case re-opened and reviewed; that your Honor will appoint a commissioner for the purpose of ascertaining the amount of damages, if any, which have been sustained by your orator by reason of the said William N.Camp and Paul D.Camp having

restrained your orator, by virture of the injunction aforesaid, from exercising his just and legal rights over the said "Burrough's tract of land; that such commissioner ~~shall~~ be directed to ascertain said damages; that the said commissioner be directed to make report to the Judge of this Court in vacation, setting forth the amount of damages which your orator has suffered by reason of being enjoined as aforesaid; that the said report of the said commissioner ~~may~~ be confirmed and all such damages, if any, so ascertained, be awarder your orator by said Court; that a decree may be then entered finally terminating the litigation between the parties to this bill and for such other and further relief, general and special, granted to your orator as the nature of his cause may require or to equity seems meet.

And your orator will ever pray etc.

C. A. Causey, Jr and Robt. N. Withers } p. q.

Benjamin M. Bruce
By Counsel

Bruce

vs. } Bill

Camp, et al.

Bill of Review

L. H. Ramey, Jr. Esq.
Robt. N. Wilkins. Esq.

B M Bruce
Vs In Chancery
Wm N Camp & others

1899. Novr 17th Process issued returnable to January Rules 3rd Monday.

1900 Jany 22. Process returned executed on all defendants
Bill filed and decree nisi against said defendants

" Feby 5th. Decree Nisi confirmed and cause set for hearing

Chancery Notes

S. M. Bruce

vs. Review in Chancery

Wm. N. Campbothers

1900.

October 19th

Final Decree

Costs
Clerk 6.66
Shf Fla 2.66
" So 1.50
" Nau. .50
Jay 1.50
Atty 15.00
27.82