1901-013
Nansemond Co (Suffolk)

Chancery Causes: Camp Manufacturing Co vs Mills E. Howell et al

TO THE CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

Camp Manufacturing Company, a Corporation, Pltff

vs.

Mills E. Howell and Asenath C. Howell. Defendants

Issue summons in chancery to Rules on the 1st. Monday in July, 1900.

Day $1.50

J. C. Parker
E. E. Hackett
p.q.

Camp Mfg Company

Memorandum

Mills E & A C Howell

E. E. HOLLAND,
Attorney and Counselor at Law.
COMMONWEALTH'S ATTORNEY FOR NANSEMOND COUNTY.
OFFICES IN BOOTHE BUILDING,
SUFFOLK, VA.

May 15, 1900.

A. P. Gomer Esq.,
Suffolk, Va.

Dear Sir:-

I enclose herewith memorandum for suit, and also Lis Pendens. Please have summonses issued, and also Lis Pendens recorded without delay.

Very truly,

E. E. Holland

Dic.E.E.H.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Mills E Howell and Asenath C Howell

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 July 1900, to answer a Bill in Chancery, exhibited against Upton in the said Court by Camp Manufacturing Company a Corporation

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 16th day of May, 1900, in the 124th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A. P. Gomer, CLERK.

~~J. C. Parker~~
E. E. Holland ..... p. q.

Camp Manufacturing
Company a Corporation

vs. } *In Chancery.*

Mills E. Howell and
Asenath C. Howell

1900--

---July---- *Rules.*

---First---- *Monday.*

Nansemond Circuit Court.

Process Book No. 21

Page 195

Writ finding Mills E. Howell at his usual place of abode I executed the within summons by delivering a true copy thereof to Asenath C. Howell a female [illegible] and wife of Mills E. Howell and giving unto her at the same time information thereof and by delivering a true copy of this writ to the said Mills E. Howell this the 8th day of May 1900

R. E. Norfleet D.S.C.
For A. P. Baker S.S.C.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Camp Manufacturing Company

v.

Mills E. Howell and Asenath C. Howell.

This day this cause came on to be heard upon the bill taken for confessed as to the defendants, Mills E. Howell and Asenath C. Howell, on whom process has been duly served, they still failing to appear and plead, answer or demur to the said bill, and on the Exhibits filed with the said bill, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that the said defendants Mills E. Howell and Asenath C. Howell do execute a good and sufficient deed to the Camp Manufacturing Company with the usual covenants of title, and with general warranty, granting and conveying to the said Camp Manufacturing Company the standing timber in the bill mentioned according to the covenants terms and conditions laid down in the agreement in writing between the said Mills E. Howell and the Camp Manufacturing Company dated the 12th day of April, 1898, and filed as an exhibit with the plaintiff's bill. And which said standing timber shall be paid for by the said Camp Manufacturing Company as provided for in said deed bearing date on the 12th day of April, 1898.

And the court doth further order, adjudge and decree that unless the said Mills E. Howell and Asenath C. Howell make and execute to the said Camp Manufacturing Company the deed as aforesaid within sixty days from this date, that then John C. Parker, who is hereby appointed a Special Commissioner for that purpose, shall convey by good and sufficient deed with special warranty and according to the covenants, terms and conditions laid down in the agreement in writing between the said Mills E. Howell and the Camp Manufacturing Company, bearing date on the 12th day of April, 1898, the standing timber in the bill mentioned, and shall make report to court of his proceedings hereunder.

And it is further ordered that the said defendants shall pay unto the said plaintiff its cost by it about its suit in this behalf expended; and leave is given the said plaintiff to apply to this court for such other relief in the premises as may be necessary.

Camp Manfg Co
U S Army
Mill E. Stinchcomb

Enter Oct. 16, 1900
Robt R. Prentis.

Entered in Chancery
Order Book No 3
Page 321.

(COPY)

Sputh Quay, Va., Apr. 3rd, 1900.

Camp Manufacturing Co.,

Sometime ago Mr. Jones came here with a deed concerning our pine timber that was sold to Mr. Carr Beale. He, in the first place never did as he promised us and I am glad that the time ran out before our timber was cut. I am sorry it fell in your hands if it was in his hands. I would not let him cut a log if it was in my power. I am willing for you to have our timber providing you will send a man here and let him go over it and value it and let us agree on a reasonable price and make and alteration in the deed. That deed does'nt suit me at a;;. I never mean to sign that deed that Mr. Jones had. I think I would be in my own light. I never mean to have the timber cut by the thousand by no means. I want it sold by the lot. If you want the timber you do as I have requested of you and I will give you a limited time to cut it in. I never meant to entirely cut you out of the timber and not let you have it by no means I want you to have it but in the same time we want and need all we can get for it and as soon as we can agree on price and etc. I will sign you a new deed all O. K. Think this over and see if I am not right. I don't want any hard feelings. I am willing to do right and hope you are the same. Give this your prompt attention. Please let me hear from you as soon as you decide what to do.

I remain as ever,

Asenath C. Howell.

Exhibit E.

CAMP MANUFACTURING CO.

(COPY)

FRANKLIN, VA. Feby. 12th, 1898. 189

RECEIVED FROM CAMP MANUFACTURING CO.

Sixty and no/100, DOLLARS,

IN PAYMENT OF Contract dated April 15th, 1892.

$60.00

JOHN W. KENNEDY & CO. BALTIMORE.

C.W.Gary, Witness.

his
Mills E. X Howell.
mark.

CAMP MANUFACTURING CO.

. Duplicate

FRANKLIN, VA. April 14th, 1899. 189

(COPY)

RECEIVED FROM CAMP MANUFACTURING CO.

Sixty and No/100, DOLLARS,

IN PAYMENT OF on extension Contract dated Apr. 12th, 1898.

$ 60.00

JOHN W. KENNEDY & CO. BALTIMORE

Witness: C. W. Gary.

his
Mills E. X Howell
mark

STATEMENT.

Franklin, Va., April 29 1900

Mr. Mills E Howell Dr.

TO Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE,

ROUGH AND DRESSED.

P. D. CAMP, PRESIDENT.
J. L. CAMP, VICE-PRES. & GEN'L. MANAGER.
R. J. CAMP, SEC. & TREAS.

BAND AND GANG SAWED CAR AND CARGO.

	1897				
April	15	To	Cash	43	35
Oct	1895 28	"	"	545	00
Sept	1897 7	"	"	200	00
Dec	1897 17	"	"	100	00
Feby	1898 17	"	"	60	00
April	17	"	"	100	00
"	30	"	Lumber &c	34	57
"	1899 14	"	Cash	60	00
June	30	"	"	7	00
				$1144	92
	1898				
Jany	31	By J A Davidson		57	73
					$1189.19

Exhibit D.

(COPY)

This Deed, Made this 12th day of April 1898, between Mills E. Howell, and Asenath, his wife, of the County of Nansemond, State of Virginia, parties of the first part, and CAMP MANUFACTURING COMPANY, a corporation of Isle of Wight county, Virginia, party of the second part, WITNESSETH: That for and in consideration of the sum of One Thousand and five Dollars ($1005.00 ~~-----~~), ~~to be paid as follows, to-wit:~~ ~~-- - ---- ---------- -- ------ - -------~~ ~~Dollars ($----------~~) cash, at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the balance in the following installments, due at the following dates, to-wit: Any sum which shall be due said Mills E. Howell by said Camp Manufacturing Company by reason of the sum of One Dollar per thousand feet which the said Howell is to receive for timber hereinafter mentioned, and the interest on $1005.00 Dollars from 15th day of April, 1898 at 6%. Removal of said timber referred to hereinafter, it being the purpose to pay said Howell One Dollar per thousand feet, providing however that the sum of $1005. is agreed to be paid regardless of there being less than sufficient timber to amt. to $1.00 perM

the said parties of the first part hereby grant, bargain, sell and convey, in fee simple and with general warranty, to the said party of the second part, their assigns or successors, all the timber pine & poplar twelve (12) inches in diameter across the tree stump, and larger, at the time of cutting, on the following described land: That certain parcel a tract of land lying and situate in said County of Nansemond, on which the grantors reside, bounded by the lands of J. P. Gay, Sam Howell, Wells Lawrence and others and containing Eleven Hundred acres more or less Provided however one acre of said timber is reserved by said grantors.

The said parties of the first part hereby covenant with the said party of the second part, its successors or assigns, that they are seized of said timber in fee simple, that the same is free from all incumbrance whatever, that they will execute such further assurances as may be necessary to give a good and sufficient title to the said party of the second part for the said timber, and that said party of the second part shall quietly use, enjoy and occupy the same under this contract.

It is agreed that the said party of the second part, its assigns or successors, shall have the right to erect such buildings on said land as they see fit, and to build, use and operate railroads, tramways or bogy roads across the lands of the said parties of the first part, for the purpose of removing said timber or anything else which they now, or may hereafter, wish to carry over said railroads, tramways, etc., and they may use such material from said land along said roads, tramways, etc., as may be necessary or convenient to build and maintain the same, and they shall have the right to remove the said buildings, railroads, tramways, etc., from said lands within two (2) years after ceasing to operate, use or occupy said buildings, railroads, tramways, etc. The said party of the second part, its assigns or successors, shall have two (2) years from the date of this deed in which to remove the timber herein conveyed from said land, and if they shall fail to remove said timber in said time, they may have such further time in which to remove the same as they may desire: provided, however, that they pay interest to the said parties of the first part, or their assigns, at the rate of six per cent. per annum on the amount of the purchase price, above mentioned, from the expiration of the said two (2) years, until they remove the said timber. And the parties of the first part shall pay all levies, taxes, assessments and dues upon said land or timber, until the said timber shall be removed.

Witness the following signatures and seals the day and year first above written.

his
Mills E. X Howell. (SEAL)
mark.

(SEAL)

STATE OF VIRGINIA,
County of NANSEMOND,

I, L. R. Edwards, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Mills E. Howell whose name is (are) signed to the writing above, bearing date on the 12th day of April 1898, has acknowledged the same before me, in my County aforesaid.

Given under my hand this 12th day of April 1898.

L. R. Edwards,
Notary Public.

Exhibit B.

STATE OF NORTH CAROLINA,
.....County.

I, ..., a ..... in and for the County of ....., in the State aforesaid, do hereby certify that ..... and ..... his wife, personally appeared before me and acknowledged the due execution of the foregoing deed of conveyance and contract, and the said ....., being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person, and that she doth voluntarily assent thereto.

Witness my hand and seal, this the ..... day of ..... 189 .

.....

CAMP MANUFACTURING CO.

FRANKLIN, VA. April, 12th, 1898. 189

(COPY)

RECEIVED FROM CAMP MANUFACTURING CO.

One Hundred and No/100, DOLLARS,

IN PAYMENT ~~OF~~ ~~on Timber Contract dated this date.~~

$ ~~100.00~~

his
Mills E. X Howell
mark.

Witness: L. R. Edwards.

JOHN W. KENNEDY & CO. BALTIMORE

(COPY)

Franklin, Va.Sept. 6th, 1897.

Received from Camp Manufacturing Company, Two Hundred & No/100 Dollars This being advanced on timber contract by said Camp Manufacturing Company and it is agreed by me in event that price cannot be agreed on by the lot when timber is surveyed the said Camp Manufacturing Company are to pay me Sixty Dollars per year for such extension or 6% interest on One Thousand Dollars, until timber is cut after expiration of contract now in force.

his
Mills E.XHowell
mark.

$200.00

Witness:
L.T.Beaman,

E. R. Beavans.

Exhibit B.

(COPY)

TIMBER CONTRACT.

THIS CONTRACT, Made and entered into this 15th day of April, 1892 between Mills E. Howell and wife Asenath Howell of Nansemond County, State of Virginia of the first part, and Carr Beale of Nansemond County, State of Virginia, of the second part:

WITNESSETH: That whereas Mills E. Howell and wife Asenath Howell parties of the first part, for and in consideration of Forty-three and 35/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, and the further consideration hereinafter stipulated, have bargained, sold, and by these presents do bargain, sell and convey to the second party hereto, or his heirs or assigns, all the pine and poplar trees now standing and growing on the following land, situated in Holy Neck District, Nansemond County, State of Virginia and known as the Abram Howell, Abram Riddick land and Hedgepeth land, bounded by the lands of J. P. Gay, Sam Howell, Wells Lawrence and others, the land I now reside on containing Eleven Hundred acres, more or less. The said Mills Howell and wife Asenath Howell covenant with the said second party that they are seized of said timber in fee, and the same is free from all incumbrances whatever, and they have a good and legal right to convey the timber trees standing and growing, down to twelve inches (One acre reserved) across the stump at the time of cutting for which the said Carr Beale or his representative, shall pay One Dollar per thousand feet when cut, deducting the amount receipted for above.

The said second party, his successors or assigns, shall have the right to erect such buildings as are necessary, build, use and operate railroads, tramways or bogy roads across said lands for the purpose of cutting and removing said trees from said lands or other timber which they own or may hereafter own and wish to carry over said railroads, tramways, &c., for a period of five years, and said second party, his successors or assigns, may use such material from said lands along the line of said roads, tram-ways, &c., from said land within twelve months after ceasing to

Necessary to build & maintain said roads at a cost to be decided during the operation of said roads with the said party of the second part, Successors or assigns to remove all said buildings, railroads, tramways, &c.

operate on same. Said second party, his successors or assigns, shall have five years from this date to cut and remove the trees herein conveyed, and if, by bad weather, sickness or accident, they shall fail tog get all the trees cut and removed from said lands before the time allotted them expires, they may have an extension of not more than twelve months from date of expiration Said second party, his successors or assigns, shall have the right to take up and move and roads or tramways from said lands either before or after the expiration of this contract; and that the said party of the first part shall pay all levies, taxes, assessments and dues upon the said land and timber during the continuance of this contract.

In witness whereof the said Mills Howell and wife Asenath Howell have set their hands and seals the day and year above written.

WITNESS:

his
Mills E. X Howell (Seal)
mark

Asenath C. Howell, (Seal)

I, L. R. Edwards, do hereby certify that Mills E. Howell and Asenath C. Howell his wife, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance, bearing date the 15th day of April, 1892, before me in my said County.

Given under my hand the 16th, day of April 1892.
L. R. Edwards, J. P.

$545.00.

Received of Camp Manufacturing Co. on within contract Five Hundred and Forty-five Dollars ($545.00). Said Camp Mfg. Co. is not to charge any interest on this amount which is advanced on this contract. I agree to give said Camp Mfg. Co. two years extension after the expiration of the within contract for use of this $545.00 advanced on this contract this the 26th day of Oct. 1895.

Witness:
Carr Beale.

his
Mills E.X Howell
mark

For value received I hereby sell and transfer my interest in and to the within contract to Camp Manufacturing Company or their assigns.

April 23rd, 1892.

Witness: Carr Beale.

Otto Dunkel,

R. G. Norfleet.

Exhibit A.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Camp Manufacturing Company

v.

M. E. Howell et als.

This cause came on this day to be again heard upon the papers formerly read and was argued by counsel. And it being suggested to the court by counsel for ~~plaintiff~~ complainant that the matters in controversy in this cause have been finally settled and determined out of court it is upon its motion ordered upon payment of the costs by ~~defendants~~ complainant that this cause be removed from the docket.

Camp Mfg Co
vs
M E Howell & others

Enter Apl. 15, 1901
Robt R Davis

Entered in Chancery
Order Book No 3 Page 354.

To the Hon. R. R. Prentis, Judge of the Circuit Court of Nansemond County, Virginia, Your complainants the Camp Manufacturing Company, a corporation chartered and doing business under the laws of the state of Virginia, of Isle of Wight County, Virginia, humbly complaining showeth unto your Honor the following case : On the 15th day of April, 1892, Mills E. Howell and Asenath C. Howell, his wife, of Nansemond County, Virginia, made and entered into a contract whereby in consideration of the sum of forty-three & 35/100 dollars ($43.35) to them paid, they bargained and sold unto Carr Beale all the standing pine and poplar trees on the land in Nansemond County, Virginia, known as the Abram Howell, Abram Riddick, and Hedgepeth land, bounded by the lands of J.F. Gay, Sam Howell, Wells Lawrence, and others, it being the land on which said Mills E. Howell resided, at the price of one dollar ($1.) per thousand feet for the said timber, the said payment of forty-three & 35/100 dollars ($43.35) being in partial payment of said one dollar ($1.) per thousand, in which contract they sold the said Carr Beale, his successors or assigns, with other rights and privileges therein named, the right to cut and remove the said trees from said land at any time within the period of five (5) years from the date of said contract, all of which will more fully appear from a copy of said contract herewith filed marked Exibit A and prayed to be read as a part of this bill. On the 23rd day of April 1892, the said Carr Beale, for value received, sold and transferred all his interest in the said contract to the said Camp Manufacturing Company or their assigns, as will more fully appear by indorsements made by the said Carr Beale on the back of said contract, a copy of which is herewith filed marked Exibit A. On the 26th day of October 1895, it being apparent at the time to the said Camp Manufacturing Company that it would not be convenient nor practicable for it to cut the said timber within the time named in the said contract of April 15th, 1892, [illegible] the said Mills E. Howell, [illegible] who failed to disclose to your complainants the fact that he had conveyed the said timber, or the greater portion thereof, to his wife, which he had in fact

done,but on the other hand represented that he still owned the timber, xxxx in consideration of the sum of $545.paid him in cash,for which he receipted,which sum was paid him as an advancement on account of the purchase price of said timber,agreed with your complainant that it,your complainant,should have two years further after the termination of the time named in said contract of April 15th 1892 in which to cut and remove the said timber,with the understanding that no interest was to be charged him on said sum of $545. and that the said sum was to be in part payment for the said timber at $1. per thousand when the same should be cut under the terms of the agreement,all of which will more fully appear from a copy of his receipt for the said $545. at the bottom of said contract of April 15th 1892 a copy of which is herewith filed marked exhibit A and prayed to be read as a part of this bill.

Your complainant alleges that as a matter of fact the said Mills E. Howell on the first day of May 1895,for reasons and considerations best known to himself and his wife,conveyed the said timber,or the greater portion thereof,to his wife the said Asenath C.Howell,but of that fact your complainant was at that time ignorant,and remained in ignorance ther-eof until only a short time before the institution of this suit.

At various times after the said 26th day of October 1895,your complainant made advances to the said Mills E.Howell,and at his request,on the purchase price of said timber,the said payments together with the one made October 26th,1895,aggregating in round numbers to $1000,all of which will more fully appear from copies of several receipts signed by the said Mills E.Howell,herewith filed and marked Exibit B and prayed to be read as a part of this bill. The said payments were made to the said Mills E.Howell with the understanding that he was still the owner of said timber and that the said payments were to be applied,without interest thereon,to the purchase price of said timber at one dollar per thousand as agreed. In the early portion of 1898 finding that it would still be impracticable for it to cut the said timber within the extended period agreed upon by the said Mills E.Howell on October 26th,1895 as above stated,your complainant made a further agreement with the said Mills

E.Howell,who represented to your complainant that he made said agreement with the full knowledge and consent of his wife said Asenath C.Howell, who would sign said agreement,by which agreement the said Mills E.Howell promised and agreed that,in consideration of the payment to him by your complainant of the sum of $1005.including the advances already made upon the purchase price of said timber,which sum he was to have as the purchase price of said timber whether there was enough of same to amount to the said $1005. at one dollar per thousand feet or not,and for the further consideration of the sum of sixty dollars to be paid to him annually till said timber should be cut and removed and paid for,he agreed that your complainant should have the period of two years from April 12th, 1898 in which to cut and remove the said timber and such further time thereafter as your complainant might desire,provided that it paid to the said Mills E.Howell interest at the rate of 6% per annum on the said sum $1005 till it removed the said timber,which said agreement was reduced to writing,signed,sealed,acknowledged,and delivered to your complainant by the said Mills E.Howell,all of which will more fully appear from a copy of said contract herewith filed marked exibit C and prayed to be read as a part of this bill.

At the time of the making and executing said contract the said Mills E.Howell represented to your complainant that he made the said contract with the full knowledge and consent of his said wife,Asenath Howell who was included in the terms of said contract as a party to the same, and told your complainant that his said wife,Asenath Howell,would sign said agreement at any time,and would come to Franklin in a very short time for the purpose of signing and acknowledging said agreement. The said Asenath Howell,on the contrary,did not sign said agreement as agreed and refuses to sign the same as will more fully appear herein. In accordance with said agreement of April 12th,1898 your complainant made advances to the said Mills E.Howell amounting together with advances made prior to that time to the total sum of $1019.19,and in addition have paid said Mills E. Howell the sum of $120. for two years interest in accordance with said agreement,all of which will more fully appear from a statement and two receipts signed by Mills E.Howell,herewith filed marked exibit D and

prayed to be read as a part of this bill. The said Asenath C.Howell failing to sign said agreement of April 12th,1898,as agreed upon,your complainant, sent said agreement to her by one of its agents with request of his waiting a very long time, namely nearly two years,
that she sign the same,when to the utter astonishment of your complainant she refused to sign the same,and your complainant received from her a letter dated April 3rd,1900,in which she positively declines to sign said agreement or to permit your complainant to have said timber except upon terms entirely different from those set forth in said agreement,all of which will more fully appear from a copy of said letter from said Asenath C.Howell herewith filed and marked exibit E and prayed to be read as a part of this bill. Your complainant alleges and charges that in all transactions had with your complainant concerning said timber by the said Mills E.Howell subsequent to his conveyance of said timber to his said wife,Asenath C.Howell,on the first day of May 1893,that he was acting as the agent of his said wife in all said transactions and with her full knowledge and consent and in accordance with her instructions,and she is therefore bound by all his acts in that connection and by all his contracts as above set forth made with your complainant concerning said timber. Your complainant further alleges that the said Asenath C.Howell, had full knowledge of all the said contracts made by the said Mills E.Howell with your complainant concerning said timber, and of the fact that he was receiving money from your complainant in accordance with said agreements, and that she enjoyed and partook of the benefits accruing from said money, knowing from whence it was derived,and thereby ratified, and acquiesced in,allthe contracts and agreements made by said Mills E.Howell,for himself and for said Asenath C.Howell,with your complainant, pursuant to which contracts and agreements the said various sums of money were paid by your complainant to the said Mills E.Howell, for himself and for said Asenath C.Howell. Your complainant alleges that said Asenath C.Howell having thus ratified and received benefits from the said contracts is not now at liberty to rescind the same,but should be required to comply with the strict terms thereof,the said contracts having been made by the said Mills E.Howell,for himself and as her agent, she having had full knowledge of the same and having ratified and acqui-

esed in the same. Your complainant further allege that the said Mills E.Howell obtained the said money from them by deceptive and fraudulent methods, having concealed from your complainant the fact that he had conveyed the said property to the said Asenath C.Howell, and your complainant further alleges that it has made other contracts with timber owners in the said neighborhood in which this timber is located, based upon th ir confidence in the integrity of the contract made with said Mills E.Howell, and it would be, for that and the other reasons stated above, a fraud upon your complainant if the said Mills E.Howell and Asenath.C.Howell failed to comply with the said contract and convey the said timber to your complainant.

In tender consideration whereof and for as much as your complainant is remediless in the premises save in a court of equity where such matters are heard, your complainant prays that the said Mills E.Howell and Asenath C.Howell be made parties defendant to this bill, and required to answer the same, though answer under oath is hereby expressly waived. That an injunction be granted restraining the said defendants from disposing of or encumbering the said timber pending the result of this suit. That the said defendants be required to convey the said timber to your complainant in accordance with the terms of the said agreement herein before set forth. And that such other, further and general relief may be granted to your complainant as the necessity of the case may require or to equity may seem meet. And your complainant will forever pray etc.

E. E. Holland and J C Parker ..... p.q.

State of Virginia, ss.
Southampton County,

I, J C Parker, a Notary Public in and for the county aforesaid in the state of Virginia, hereby certify that P.D.Camp, President of Camp Manufacturing Company, the complainant in this bill, personally appeared before me in my county aforesaid and made oath that the allegations contained in the foregoing bill which he makes of his own knowledge are true, and that all other matter herein stated he believes to be true.

Given under my hand this 14th day of July, 1900.

J C Parker .....
Notary Public.

Camp Manufg. Co.

vs. } Bill in Equity

Howell, Mills E. and
Asenath C.

Camp Manufacturing Company
Vs. In Chancery
Mills & Howell & others

1900. May 16th. Process issued returnable to July rules first Monday.

" July 2nd. Process returned executed on defendants.
Bill filed and decree nisi against said defendants.

" July 16th Decree nisi confirmed and cause set for hearing

Camp Mfg Co
V & J Chauncey Notes
Mills & Howell Notes

Costs
Clerk 4.24
Sheff 100
Jail 150.
Atty 1500
$21.74

E. E. Valland } Pty

Camp Mfg. Co

Vs. In Chancery

Mills & Nowell. Defts

1901

April 15th

Final Decree