

1902-008

Nansemond Co (Suffolk)

Chancery Causes: A.D. Miltier et al vs C.M. Rogers et al

Knight & Ellenor], Byrd & Jones], Rogers & Baker], Miltier, Jones, Knight, Ellenor,
Hayes, Byrd, Baker, Miltier, Rogers & Baker]

Costs

Clerk 461

Day 150

Shff 100

Atty 1500

\$2211

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *C M Rogers and W & Baker partners trading as Rogers & Baker*

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 *May 1901*, to answer

a Bill in Chancery, exhibited against *them* in the said Court by *A D Miller D O Knight and F R Ellenor in their own individual rights and as partners trading as Knight & Ellenor, R B Naves J R Boyd and Dempsey Jones partners trading as Boyd & Jones and the said Dempsey Jones in his own right*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *16th* day of *April*, *1901*, in the 12⁵th year of the Commonwealth.

A copy—Teste:

Teste:

A P Gomer, CLERK. } *A P Gomer*, CLERK.

Tax \$1.50

Know All Men by These Presents, That we, *Alfred D Mitter*
Robert R Smith S O Knight and Dempsey R Jones

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Fifteen hundred* 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 *16th* day of *April* in the year of our Lord one thousand ^{nine}~~eight~~ hundred and *one*, and in the *125th* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *an* injunction is awarded in a bill in chancery filed in term in the Circuit Court of Nansemond County in the cause of *AD Mitter* *sother* Complainants against *Roger Baker* Defendants an injunction is awarded them to enjoin and restrain the defendants their agents Attorneys employees and all others from erecting upon the lot of land in *Whaleyville Virginia* now occupied by the said defendants and referred to in said bill, a planing-mill and lathe-mill; and also from erecting for use on said lot until the further order of the Court. But the said plaintiffs are not to have the benefit of this order until they or some one for them shall enter into bond with sufficient security in the penalty of \$1500.00 payable to the defendants and conditioned to pay all such costs as may be awarded against the plaintiffs and all such damages as may be incurred in case this injunction shall be dissolved. Then this obligation is to be void otherwise it is to remain in full force and virtue

Alfred D Mitter SEAL
R R Smith SEAL
S O Knight SEAL
Dempsey R Jones SEAL

In the office of the Clerk of the *Circuit* Court of Nansemond County, on the *16th* day of *April* 1901 ~~189~~

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

Teste:

A copy Teste:

A P Gomer clerk

A P Gomer

CLERK.

Alfred D Miller
To { Injunction Bond
The Commonwealth.

1901
April 16th

Recorded in Official
Bond Book No 1 Page 427

A Copy

Alfred D Miller & others
vs
Rogers & Baker.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Wilteer and others, Plaintiffs)

v.)

C. M. Rodgers and W. W. Baker, partners trad-)
ing as Rodgers & Baker, Defendants.)

On motion of the plaintiffs by counsel, and for good cause shown, an injunction is awarded them to enjoin and restrain the defendants, their agents, attorneys, employees, and all others, from erecting upon the lot of land in Whaleyville, Virginia, now occupied by the said defendants, and referred to in said bill, a planing-mill and lathe-mill; and also from erecting for use on said lot a steam-engine and boiler on said lot until the further order of the court. But the said plaintiffs are not to have the benefit of this order until they or some one for them shall enter into bond with sufficient security in the penalty of \$1500.^x/_x payable to the defendants and conditioned to pay all such costs as may be awarded against the plaintiffs, and all such damages as may be incurred in case this injunction shall be dissolved.

5 13

It has already been so withdrawn.

It is not a new thing.

A.

It is not a new thing.

It is not a new thing.

Entered April 15, 1901

Robert R. Heutis.

Entered in Chancery
Order Book No 3 Page 354

In the Circuit Court of Nansemond County.

A. D. Milteer and others,

v.

C. M. Rodgers and others.

It appearing from the statement of counsel that
The matters in controversy in this cause having been compromised, on motion of the plaintiff, it is ordered that this cause be removed from the docket.

in the front was the following words.

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Entered May 1, 1902
Robert. Huntis

Entered in Chancery
Order Book No 3 Page 427

To the Hon. Robert R. Prentiss, Judge of the Circuit Court of the County of Nansemond, Virginia .

Your complainants A.D. Miltier, T.O. Knight and F.R. Ellenor, in their own individual rights and as partners trading as Knight & Ellenor, R.B. Hayes, J.R. Byrd and Dempsey Jones, partners trading as Byrd & Jones and the said Dempsey Jones, in his own right, respectfully show unto the court the following case:

That your complainants are residents of and the owners and occupiers of valuable stores and residences in the village of Whaleyville, in the county of Nansemond, Virginia; that your complainants carry large stocks of goods in said stores and said residences are occupied mostly by tenants who live therein; and that said village is not incorporated and has no fire or police protection.

That C.M. Rogers and W.F. Baker, partners trading as Rogers & Baker, conduct a blacksmith and wheelwright shop, on a lot owned by them in said village; that said lot is located in the midst of the stores and residences of your complainants; that said lot is within less than seven feet of a warehouse owned by one of your complainants in which is stored nearly three thousand bags of peanuts; and is also within very close proximity to the stores and residences of your complainants; and that the same will be shown on the rough map marked "Exhibit A", filed herewith and asked to be examined as a part hereof.

That your complainants built and erected said stores and residences at some distance from the mills in said village and for the express purpose of avoiding the injury and damage from close proximity thereto.

That within the last few days the said Baker & Rogers, against the earnest protest of your complainants, have dug out the foundation for and commenced the erection, on their said lot as aforesaid, of a planing and lathe-mill to be run by steam, and which said mill with its engine and boiler is to be covered by a frame structure.

That your complainants have striven in every way to induce the said complainants not to erect said planing and lathe mills as aforesaid on said lot; that your complainants are willing to purchase said lot at its fair cash value; that there is plenty of unoccupied land within a short distance of where said lot is located; and that same can be purchased at a fair price; and that a location equally as convenient for their customers, and, so located as not to be of injury or damage to your complainants or any other person, can be easily secured.

Your complainants allege and charge that the erection of said lathe and planing mill as aforesaid, on said lot as aforesaid, and conducted by steam as aforesaid, will seriously interfere with the reasonable and comfortable enjoyment by your complainants of their property as aforesaid; that the said lot of said Baker & Rogers is not a convenient and proper place for the conduct of said business; that the said erection of said mills as aforesaid will cause serious irreparable and continuous injury to your complainants in the enjoyment of their property and serious and continuous injury to the property and rights of others owning property in the vicinity of said lot; that the increased danger by fire from said mill, conducted as aforesaid will be doubled, and that the insurance premiums on the property of your complainants will be doubled, if indeed any insurance whatever can be secured thereon; that the operation of said mills on said lot will cause smoke laden with cinders, dust and soot to penetrate the stores of your complainants, and will in this ^{way} cause serious damage to the large stocks of dry goods and other merchandise carried by your complainants in said stores, and be a serious injury and discomfort to ^{their customers} your complainants; that the said residences will also thereby be rendered less valuable and will be not ^{only} a considerable damage, discomfort and injury to your complainants but also to the occupiers thereof; and that your complainants property will be rendered much less desirable or appropriate for the ^{way} its present uses, its occupation and enjoyment seriously interfered with, and its value for sale materially lessened. Your complainants further charge and

allege that the said lathe and planing mill erected on said lot as as aforesaid, in the midst of stores and residences as aforesaid, in a village without fire protection, will be a nuisance; a constant menace to your complainants in the occupation and enjoyment of their property; and an irreparable damage, serious and continuous to your complainants property and rights of property.

Your complainants further allege that they have no immediate or adequate remedy at law in the premises, and being unable to prevent the erection of said mill as aforesaid in any other way, they are forced to come into a court of equity and ask for its protection by injunction restraining the said defendants from the erection of said mill as aforesaid.

In tender consideration whereof and for as much as your complainants ~~are~~ remediless save in a court of equity where matters of this kind are alone and properly cognizable, your complainants pray that C.M. Rogers and W.E. Baker, partners trading as Rogers & Baker may be made parties defendant to this bill and required to answer the same, but an answer under oath is hereby expressly waived; that the said defendants, their agents ~~and~~ attorneys and employees may be enjoined and restrained^a from erecting said planing mill and lathe mill as aforesaid on said lot as aforesaid until the further order of this court; that proper process issue; that all proper orders and inquiries may be made and directed; and that your complainants may have such other, further and general relief in the premises as the nature of their case may require or to equity shall seem meet. And your complainants will ever pray, &c.

*E. E. Hall and
J. G.*

*A. D. Miller
Hughes & Co.*

Ray Jones

R. B. Hays

Dempsey Jones

By Counsel -

Virginia, Nansemond County, towit:

This day personally appeared before me E. E. Holland, a notary public for the county aforesaid, in the State of Virginia, A. D. Mil- tier and Dempsey Jones and made affidavit that the statements made in the foregoing bill are true to the best of their knowledge, in- formation and belief.

Given under my hand this the 15th day of April, 1901

E. E. Holland,
N. O.

Mutter socher
vs
Rogers socher
Bill

A D Meltez & others
against In Chancery
C M Rogers & others

1901 April 16th. Process issued returnable to
May rules First Monday.

" May 6th Process returned executed on
defendants.

Bill filed and decree ~~ago~~
nisi against said defendants

" " 20th Decree nisi confirmed and
cause set for hearing.

Chancery Notes.