

1871-22

Southampton County - Chancery

Carpenter, Joseph et al

vs

Branch, David

"
Adjunction"

Def. remains here +
timber on Plaintiff's
property

Samuel Ford +
Joseph Carpenter
merchants + partners

59 50 46 42 37

Cooper & Ford

v. } Papers

Branch

1871 May - Sep^r

Cooper & Ford

is Σ Bill

Branch

1866 March 4th Bond & Dea-
rty. qwin. Spat & Injone ifued

To The Hon Richard H Baker Judge of the Circuit Court
for the County of Southampton

In Chancery

Humbly complaining sheweth unto your Honor your
Orators Joseph H Cooper & Samuel Ford merchants and
partners trading under the firm & style of Cooper
& Ford that they owned and occupied a tract of well
timbered land in the County of Southampton near
the line of the Norfolk & Petersburg Rail Road on which
they had erected a saw mill and were engaged in
cutting & disposing of the said timber & transporting
the same by the said Rail Road - That in the year
1861 having already cut the larger part of the said
timber and expecting in a short time to saw up and
dispose of the remainder and considering the land it-
self of little value they sold the same to one Newitt
Branch for \$700 reserving to themselves all the
timber fit for saw mill purposes the use of all the
buildings about the mill until they should finish
cutting the said timber and also the right to move from
the premises two of the houses thereon situated. That
in consequence of the occupation of one part of the said
Rail Road by one of the belligerents in the late war
while the other part thereof was occupied by another of
the said belligerents your Orators were unable to com-
plete the cutting of their timber, were compelled to suspend
their business and to evacuate the premises. That in
the year 1863 when Confederate Treasury notes had nearly much
depreciated in value the said Newitt Branch paid to them the

said sum of \$700 but of this as they received the same they make no complaint. But your Orators are advised that they have a right to complain & do complain that soon after this evacuation of the said Mills & land the said Newis Branch entered upon the whole thing without regard to their rights asserted in the said sale and commenced cutting down timber & removing the said houses - That the said Branch has already pulled down & removed one of the houses absolutely asserted by your Orators and is now engaged in pulling down another and is also trespassing on the timber asserted by your Orators. That your Orators have never given the said Branch any deed for the said land or any writing relating to the same except a receipt for the said sum of \$700. That from the best information your Orators can obtain and to the best of their knowledge & belief the said Branch is insolvent and can not be made responsible for the damages he is now perpetrating upon their rights and that their remedy at law is incomplete -

In under consideration of all which and inasmuch as your Orators are without remedy in the premises except in a court of Equity where matters of this kind are frequently cognizable to the end therefore that justice may be done they pray that the said Newis Branch may be made a party Defendant to this bill and be compelled to make answer to the allegations therein, that your Honor will make an order enjoining & restraining the said Newis Branch & his agents from

removing, destroying or otherwise disposing of any of the said timber or houses on the said land, and that your Honor will grant such other and general relief in the premises as Equity may dictate, that the ordinary writ of subp. may issue &c and as is duty bound they will ever pray &c May it please the Court &c
Masparburg per
Compt.

City of New Brunswick to wit
This day I amet ^{one of the} said ~~parties~~ in the bill above written appeared before me a Notary Public in & for the said city and made oath that the allegations therein contained are true & true under my hand this 6th day of March 1866
V.O. Cassell
Notary Public

An Injunction is awarded the plaintiffs to injure and
restrain the defendant according to the prayer of the Bill
until the further order of the Court. But the said injunction
is to be suspended until the plaintiffs or some person in their
behalf shall enter into bond with sufficient security in the
Clerk's office of the Circuit Court for the County of Southampton
payable to the defendant in the penalty of two hundred
dollars conditioned to pay all such costs and damages as may
be awarded against them in case this injunction shall be
dissolved -

Rich. H. Baker

March 6. 1866

To the Clerk of the
Circuit Court for the
County of Southampton

To injoin & restrain the Defendant from removing, destroying or otherwise disposing of the ^{any of} timber or houses on the land in the plaintiffs bill mentioned lately sold by the plaintiffs to the Defendant, lying in the County of Southampton and near the line of the Norfolk & Petersburg Rail road on which the plaintiffs had erected a Saw mill - until the further order of the Court the plaintiffs having given bond with good security in the penalty of \$200 conditioned as the order granting the injunction directs.

Attest J. R. Edwards Clk

Superior Court

Spotsylvania

Branch

1866 April Rules

McKenney p. 7

Enclosed by delivery

to him in Copy, March

9th 1866.

J. W. Allen diff.



The Commonwealth of Virginia To the Sheriff of Southampton County
Greeting We command you to summon A. W. Branch

to appear at the Clerk's Office of our Circuit Court of Southampton County at
the Rules to be holden for the said Court on the first Monday in April next
to answer ^{a bill in chancery exhibited against him by} Joseph H. Cooper & Samuel Ford merchants & farmers trading under
the firm & style of Cooper & Ford And that he shall in no wise come under
the penalty of £100

And have then there this writ. Witness L. R. Edwards Clerk of our
said Court at the Courthouse this 7th day of April 1866 in
the 9th year of the Commonwealth

L. R. Edwards Clk

Cooper & Ford
to { Injion bond
Branch

Know all men by these presents that we Samuel Ford who
with Joseph M Cooper are merchants and partners trading under the firm
style of Cooper & Ford ^{and Wm B. Shands} are held and firmly bound unto Stewart Branch in
the just and full sum of two hundred dollars, to the payment whereof well and
truly to be made we bind ourselves our heirs Executors and administrators
jointly & severally firmly by these presents Sealed with our seals and
dated this 7th day of March 1866.

The condition of the above obligation is such that whereas Joseph M
Cooper & Samuel Ford merchants & partners trading under the firm & style
Cooper & Ford have obtained from the Judge of the Circuit Court of Southampton
for County an injunction to ~~stay~~ ^{injoin and restrain} until the further order of the court, the said
at Stewart Branch, from removing, ~~destroying~~ ^{in the plaintiff's bill mentioned} or otherwise disposing of any
of the timber or houses on the land lately sold by the said Cooper & Ford to
the said Stewart Branch, which land lies in the County of Southampton and
near the line of the Norfolk & Petersburg Rail road from which they (Cooper
& Ford) had erected a Saw mill - Now if the said Cooper & Ford shall
pay all such costs & damages as may be awarded against them in case the said
injunction be dissolved, then the above obligation to be void or else to remain in full
force and virtue.

Samuel & Ford
Wm B Shands

(Seal)
(Seal)

Cooper & Ford
vi. } Stat. Rules

Branch ✓

In Southampton Circuit Court
Joseph H. Cooper & Samuel Ford merchants & partners trading under the firm style of
Cooper & Ford.

against
Newt Branch

1866 March 17th Bill & filed Sp. & Inj. issued
" April 10th Sp. & Inj. ret. Executed. D. Newt is def.
" (Last Monday m.) Bill taken for confessed & cause set for hearing.

Cooper & Ford
my
Branch
Decur.

May, Jan 1871

to be entered

Geo. B. Lord

Cooper & Ford

By Branch, 3 Dec 1891

By consent of parties, it
is ordered that this suit be dismissed,
each party paying his costs.