

1889-02

Southampton County - Chancery Burkhardt Pallant vs English, N. Y.

"To pay off Judgments"

Burkhardt, W. R.

Pallant, B. J.

Barham & Pollard.

Co 3 Bill

Exhibit

English

To The Honorable C. W. Blair judge of The
Circuit Court of Southampton County in
chancery sitting

Humbly complaining your
Orators W. R. Barham and B. J. Pollard
merchants and partners trading under the
name, firm, and style of Barham & Pollard
shew unto your Honor that on the 18th
of June 1888 they obtained a judgement
in a justice's court of Southampton against
N. Y. English of Southampton on a bond
waiving The Homestead for \$24.64 and
\$1 costs which was docketed on the 25th
of June 1888 all of which will more
fully appear by a certified copy of the
said bond and judgement and the
clerk's certificate of the same's being
docketed herewith filed (marked A)
and prayed to be taken as a part of this
bill, your Orators state that they were
unwilling to go to the costs of a chancery
suit to enforce this judgement here
and wrote to the said N. Y. English
through their counsel to pay the
same and said costs which he has
failed to do your Orators are informed
that the said N. Y. English owns some

Three hundred acres of land lying
in Southampton the rents and profits
of which will pay their debt and
costs of suit in less than one year.

In Tender consideration
whereof and inasmuch as your Orators
are without relief at law and only
entitled to relief in a court of equity
where such matters are peculiarly
cognizable they therefore pray that
N. Y. English may be made a party
defendant to this bill and that the court
would compel him as full and perfect
answer make to the allegations therein
contained as if he had been thereto
more fully and specially interrogated
that the court would direct one of the
commissioners of this court to take an
account of all the stock and judgments
and other liens on the lands of the
said N. Y. English with their priorities
and dignity also an account of the
actual and annual value of all the
lands owned by the said N. Y. English
and if upon the coming in of the
said report it should appear that the
rents and profits of the said lands

in five years
will not pay the said liens. Then
that the said lands may be sold for
that purpose and that the court would
grant such other and general relief
the premises considered as equity may
dictate and the nature of the case
may require and as in duty bound
your Orator will ever pray &c

Shand's Son & Co

In Southampton Justice Court,

Barham J. Poole

June 18 Term, 1888

Against

Pltff.

In

Debt

W. J. English

Deft.

Judgment for the Plaintiff against the Defendant for \$ 24⁶⁰ with
legal interest thereon from 18 day of June, 1888, till paid,
and costs, \$ 1⁰⁰

Extract.

Teste:

B. J. W. Lenoir C. C.

Bachman & Dollard

N^o 3 Sum

English

1888 / Monday -

Sept. Rules

Cir: Ct:

Executed Aug. 28th 1888
by delivering a copy
of this Sum. to N.

Y. English

A. F. Cobb depts

for J. W. Williams
Shff.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *N. Y. English*

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 *September* next, to answer a bill in chancery exhibited against *him* in our said Court by *H. R. Barham & B. G. Pollard. Merchants and partners, trading under the firm name and style of Barham & Pollard*

And this *he* shall in no wise omit; and have then there this writ.

B. A. McLemore
Witness, *J. B. Prince*, Clerk of our said Court, this *18* day of *August*
188*8*, in the *113th* year of the Commonwealth.

B. A. McLemore

C. C.

¹⁴⁸
Barham & Tolland

Stat: Rules

English

Sept. Rules

M. R. Barham + B. G. Pollard

Merchants + partners, trading
as Barham + Pollard -

against

T. Y. English -

Deft.

In Chancery

1888. Aug 18. Sum: to 1st Sept: Rules.

" 1st Sept Rules: Process ret? Execut^{ed} - bill + Ex:
fild. decree nisi + Deft.

" 2 " " bill taken in confessed and
cause set for hearing;

Memorandum for The clerk
Copy the judgment in bond Barham vs Pollard in English
and certify of the same being, being docketed
and file with the bill Exhibit - A

Exhibit "A"

\$52⁷⁵,

On or before the 1st day of November
1881, I promise to pay to the order of Parham
& Pollard, Norfolk Va., Agents for Loring &
Ritter, Baltimore the sum of Fifty Two
75/100 Dollars for Fertilizers furnished for the
year 1881, and I hereby constitute this obliga-
tion as a lien on my crops of every all kinds
for 1881, and bind my self, my heirs administrators
and assigns, for the faithful payment of the
same, waiving the benefit of homestead and
all exemptions and all exemptions allowed
by law.

Given under my hand and seal the 29th day
of April 1881.

Test Sarah English.

3

Ch. Y. English. (Seal)

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Barham & Pollard

No 3 Decree

English

To be entered

C. W. P. U.

Nov 9. 1868

This sum is disallowed

Shand, to L. J. G.

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Barham & Pollard

n 3

English

Decece

This day This cause came on to be heard on The plaintiffs bill Taken for confessed as to The defendants N. Y. English and exhibit files and was argued by counsel for consideration whereof The court doth adjudge, order, and decree That one of The commissioners of This court Take an account of all The docketed judgments and Priorities against N. Y. English, and other liens binding his land with Their priorities The number of acres of land now owned by him in Southampton and its actual and annual value and report The said accounts to court together with any matters specially stated by himself or which he may be required so to state by any of The parties interested

Barham to Pollard
as $\frac{3}{3}$ Decree
English

To be entered

C. M. W. H.

May 8th 1819

Barham v Holland

vs 3

Deane

English

On motion of the
plaintiffs their bill is dismissed