

1873-009 Chancery Causes; Nelson H. Prouden vs Joseph Mills Powell

Isle of Wight County

To the Hon^{ble} Geo: R. Atkinson

Judge of the County Court of Isle of Wight

Humbly

Complaining sheweth unto yr. Honor Nelson H. Pruden of the County of Isle of Wight that he is the owner of a certain tract or parcel of land lying and being in the County of Isle of Wight adjoining the lands of James P. Jordan and others and that on the 1st day of June 1872 your Complainant made and entered into a certain contract in writing with one Jos. McNeill of the County of Isle of Wight to cultivate during the year 1872 all of the enclosed land owned by yr. Complainant north of the road leading from Chuckatuck to Scotts Factory on the terms as set forth in said Contract a copy of which is herewith filed marked "A" and prayed to be taken as a part of this Bill which will with greater certainty set forth the contract made as aforesaid. By the said Contract yr. Honor will perceive that your Complainant agreed to furnish team, implements, seed, and proper food for said team which he has faithfully and strictly carried out and complied with on his part, and that the said Jos. McNeill on his part agreed to furnish all labor necessary for the working of said land above recited unless from sickness or other causes he (McNeill) should be unable to do so and in that event yr. Complainant was to hire additional labor and the cost of the same was to be deducted from his McNeill's share of the crop under the contract. Your Complainant alleges that under said Contract the crop of corn was to be sown by the said Jos. McNeill and that after it was so sown then your Complainant was to receive two thirds of the corn

and all of the shucks, half of the field peas and all of the hulls
and the said Powell was to deliver yr Complainant's share of the
Peas at the Wharf of some Norfolk packet, and he was to receive
two thirds of the Pea-nuts the same to be divided in the field
after having been dug and staked by Powell, each partner or
joint tenant to pick their own pea-nuts, Mr Complainant
under said Contract is entitled to all of the pea-nut vines. $\frac{3}{5}$ of
the potatoes the same to be delivered by the said Powell at
some packet and $\frac{1}{2}$ of the Fodder. In the event that any frost
was raised the said Powell agreed and bound himself
to deliver the same at the boat as yr Complainant might
order and direct and the said Powell agreed in said
Contract to apply seventy five loads of fine trash to one half
acre of potato land. Now Complainant alleges that he
has faithfully on his part complied with each and every
requirement embraced in said Contract to be by him performed
and that the said Jas Powell has failed and positively
refused, and still fails and refuses to carry out his
several undertakings embraced in said Contract but on
the contrary has within the past few days without the consent
or knowledge of your Complainant without notice to your
Complainant taken upon himself the division of the
Fodder made on yr Complainant's land under said
Contract and exposed yr Complainant's sown portion
to the bad weather existing for the past several days thereby greatly
damaging the same and putting yr Complainant to
great trouble and annoyance by his so exposing the said
Fodder to said bad weather. Your Complainant further says
that the said Powell was utterly pecuniarily ^{unable} ~~able~~ to perform

the several undertakings on his part in said Contract as a joint
tenant or partner and that yr Complainant was compelled
and obliged to advance large sums of money to carry on the farm
work to wit amounting in aggregate to the sum of \$23.⁹³ ^{as per a filed account} which
said sum the said Powell had agreed and obligated
himself to pay back or refund to yr Complainant before
out of his Powell's share of the crop so raised under said
Contract, but which he has utterly failed to do and refuses
now to do to the great injury of yr Complainant and that
he the said Jos M Powell is now engaged in gathering the
corn in the said farm as far as his portion extends and securing
the same as to One third leaving the remaining two thirds in
the field to be devoured upon and ruined by weather when
under the contract of joint tenancy he the said Powell obligated
and bound himself to house the same and then to receive his
portion - Yr Complainant further says that if the said Powell
is allowed to thus continue he will not be able to secure
the crop in the place much less the after amount
of \$23.⁹³ expended by yr Complainant for the support of
team and pay of hand hire and other expenses due by
the said Powell in account of his undertakings under
said contract - Yr Complainant further says that his portion
of the corn is still in the field and that the said Powell gathers
only the supposed portion allowed him under the contract
to the utter disregard of yr Complainant's rights - In tender
consideration of all which and as yr Complainant
is without remedy save by the aid of yr Honorable Court
prays that the said Jos M Powell be made party Defendant
to this Bill and be enjoined and restrained both because

And all other persons whatsoever

his Confederates when discovered from removing any portion of said
 crops so raised jointly and as Co-partners in the cultivation of the
 same until the same shall be fully secured and gathered
 and divided according to the strict terms of the Contract made and
 entered into between J^r Complainant and the said Powell
 shall have been fully carried out on the part of each party to
 the said Contract made on the 1st day of June 1872 as aforesaid
 Your Complainant further prays that in the event the said J^r
 Powell still refuses to gather, secure & store the said crops
 according to the true intent and meaning of the aforesaid
 Contract that then in that event J^r Complainant may be allowed
 to secure the same for his own protection as well as for the
 protection of his joint tenants interest and contributing
 ratably to the expenses for so doing and that after the same
 shall have been fully gathered and secured then that the
 division be made under the terms of the Contract And
 by granting J^r Complainant's prayer he will ever pray &c

N^o H. Pardon

Dee of Wright County Decr 18/72

I certify that in my opinion ~~that~~ an injunction ought to be
 granted in this case according to the Bill of the Complainant
 and the prayer of the same.

R. J. Harris Jr

Atty at Law Deo of Wright Co Va

Noting Public Sale of Wright

W. C. Harrison

State of Virginia County of Deo of Wright
 This day personally appeared before me
 a Justice of the Peace in and for said County, Nelson Harrison
 plaintiff in the aforesaid Bill and made oath that he
 believes the statements made in said Bill as far as made of
 his own knowledge are true and true as made upon
 knowledge or information of others he believes them to
 be true and under oath made this 19 day of December
 1872

Powell
 N^o H. Pardon
 Deo of Wright

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

We command you to summon

Joseph M. Powell

to appear at the Clerk's Office of the *County* Court of Isle of Wight County, at Rules to be holden

for the said Court, on the first Monday in *January* next to answer *Nelson*

H. Prudens Bill of injunction filed against
him.

And have then there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said *County* Court, at the Courthouse, the

19th day of *Decr.* 18*72*, in the *9th* year of the Common-
wealth.

a copy.

Teste,

N. P. Young Clerk.

N. P. Young Clerk.

By the order of the Judge of the County Court
of De Witt County, "the defendant Joseph
M. Powell, his agents and all others concerned
are enjoined and restrained from removing the
the crops raised on the plaintiffs land under
a certain contract between the said Pender
and Powell dated Jan. 1. 1872 for the cultivation
of a certain tract of land mentioned in the
plaintiffs Bill, and from removing any portion
of the crops raised on said land from the same,
until the rent & expenses under the contract
aforesaid are fully satisfied as stipulated &
agreed on in said contract."

Teste, *N. P. Young* Clerk.

For J. M. Powell

*The bond required by
the order of the Judge
in this suit has
been executed.*

N. P. Young Clerk

Dec. 21/72.

Dec. 18th 72

*H. E. Warren
Deputy Sheriff*

By the order of the judge of the county court
of De Witt County, the defendant Joseph M.
Powell, his agents and all others concerned are
informed and restrained from removing the crops
raised on the plaintiffs land under a certain
contract between the said Prudden and Powell
dated Jan. 1st. 1842, for the cultivation of a
certain tract of land mentioned in the
plaintiffs Bill, and from removing any portion
of the crops raised on said land from the same
until the next expenses under the contract
aforesaid are fully satisfied as stipulated and
agreed on in said contract."

Test, A. J. Young, Clk.

A. H. Prudden

vs. Sum. and
 Defendant.

Joseph M. Powell

Do Jany. Mules 1842.
 Co. Ct.

A. J. Young for.

The bond required by
 the order of the judge
 in this suit has been
 executed.

A. J. Young Clk.

Dec. 21/42

Jan. 6th 1843. The defendant
 Joseph M. Powell died before he could
 execute this writ on return
 H. E. Prudden Clk.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

We command you to summon

Joseph W. Powell

to appear at the Clerk's Office of the *County* Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in *January* next to answer *Nelson H. Pruden's Bill of injunction filed against him.*

And have then there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said *County* Court, at the Courthouse, the

19th day of *Decr.* 18*97*, in the *9th* year of the Commonwealth.

N. P. Young Clk.

Mr. Joe Mills Powell
To M. H. Pruden.

1872

Jan	1	For use of Hores & Cart (moving) 3 days.	1.00	3.00
Feb.	"	" 1 for chocs. ^{2.00} 1 Hat ^{2.45}		4.45
March	"	" use of Hores & Cart to carry wife to C. Hams witness no harness		1.00
"	"	" failing to grub & put in Cultivation of land according to Contract.		10.00
"	"	" 7 th Tobaccoes - 50 " 1 pley do from Mrs W. Lock ^{3.50} ^{2.50}		3.75
"	"	" " Cash in Smithfield		1.00
"	"	" 1 days work planting Peanuts	.75	.75
"	"	" 2 1/2 " " Manuring Sweet Potatoes	.75	1.87
"	"	" 3 1/2 " " hauling & putting up rails	.75	2.62
"	"	" 1 day work by self & Mr Jordan		28.44
"	"	" 1/2 day work for back been pulling fodder		37
				29.56
July	7 1/2	days work @ 75 to pay for chocs & Hat and money loaned		5.62
				23.93

Pruden
vs
Parrell } In Chancery Restraining Order

On Motion of the plaintiff and for good cause shown a writ of injunction is awarded him to injoin and restrain the defendant. Jos M Parrell his agents and all others concerned from removing the crops raised on the plaintiffs land under a certain contract between the said Pruden and Parrell dated Aug 1. 1872 for the cultivation jointly of a certain tract of land mentioned in the Bill of the Plaintiff and from removing any portion of the crops raised on said land from the same until the cost & expenses under the contract aforesaid are fully satisfied as stipulated and agreed on in said Contract. But the Plaintiff is not to have the benefit of this order until he or some one for him shall enter into Bond with sufficient security in the Clerk's Office of the County Court of Dale of Wight. in the penalty of \$150⁰⁰ payable to the Deft. Parrell and conditioned to pay him his exors & admors. all such costs and damages as he may sustain in consequence of the said injunction in case the same shall be dissolved.

Jlce of Wight. Decr. 1872

To Mr. Nathl P Young

Clerk of the County Court
of Jlc of Wight Co

Wm L. Stevenson Judge

Graves R.G.

Nelson. H. Pruden

vs { Bill for an injunction
and restraining order in
same

Jos. Mills Parcel

Dec. 19th 1892 filed

Jan. 11th 1893. Abates
by death of deft.
before the court was opened

This Contract made this 15th day of January 1872 between Nelson H. Pruden & J. M. Powell both of the County of Seale of Wright, State of Ga. Witnessed: That the said Powell agrees to cultivate, during the year 1872, all of the enclosed land, owned by Pruden, north of the road leading from the Chockley road to the Scott's factory road. Said Pruden is to furnish team, implements, seeds & proper food for said team. Said Powell to furnish all labor, unless from sickness or other causes, he is unable to do it and in that event, said Pruden is to hire additional labor and to deduct the cost of the same from Powell's share of crop. The product of this land is to be divided as follows - Pruden to receive two thirds of the corn (housed by Powell) and all of the shucks; he is to receive half of the field peas & all of the haulms (said Powell to deliver said Pruden's share of these peas at the wharf of some Norfolk packet); he is to receive two thirds of pea-nuts to be divided in the field, after having been dug & stacked by Powell (each party to pick their own nuts); he is to receive all pea-nut vines; three fifths of potatoes, delivered by Powell at packet and half of the fodder. Said Powell is to receive one third of the corn, half the field peas, one third of pea-nuts, two fifths of potatoes and half the fodder. Said Pruden is to furnish 500 rails, which said Powell is to haul & put on the fence. If there should be any fruit on the premises, Powell is to haul and deliver at the boat such portion as Pruden may see fit and to receive one third of the nett proceeds of such as he delivers. Said Pruden reserves for his own use, a room in up stairs of the dwelling house and the privilege of the fire down stairs. Said Powell agrees to apply seventy five loads of pine bark to, one & half acres of ~~potatoes~~ land. Witness Pruden and Powell this day & year above mentioned

(Signed)

L. B. Pruden
(L. B. Pruden)

N. H. Pruden
J. M. Powell

Pruden
+ Contract
Orwell

rent of land for 1872

30
-
15 bus L.

35-Com
40

50 bus L.

100 bus L.

100 bus L.

100 bus L.

Know all men by these presents that J. R. F. Graves
do by these presents constitute and appoint J. H. Hart. Dep.
Clerk of Sale of Wight my true and lawful attorney to
act for me in my stead and to sign a certain injunction
finis Bond in the Chancery cause of Nelson & Pruden
vs. Joseph M. Parrel in an injunction to restrain the
said Parrel from removing the crops off of the tract of land
belonging to the said Pruden and I do hereby fully ratify
and confirm any and all of the acts necessary in the
premises or that may be required of my said attorney
to sign said Bond fully ratifying and confirming
the same. Witness my hand and seal this 19 day of Decr
1872.

R. F. Graves 

State of Virginia
County of Isle of Wight

J. H. Chapman
Notary Public in and for said County & State
do certify that R. F. Graves Jr. whose name is signed
to the foregoing Power of Attorney personally appeared
before me in my County aforesaid and
acknowledged the same. Given under my
hand this 19 day of December 1872.

J. H. Chapman
Notary Public

Graves

No 3 Power of Attorney

Fact.

Mr. Young. K.K. Chapman
is not in town and. Folk is
also absent and there is not
a single man in the place
today - I am perfectly willing
sign said instrument and
will pay damages sustained
that Prudden does not - I
send it back & hope it will
quit - as there is no one
to acknowledge it before
Dec 20/72. R.D. Graves

I, K. K. Chapman a notary public in and
for the County of Isle of Wight Virginia, do
hereby certify that R. D. Graves, who has executed
the within power of attorney made oath before
me that after paying his just debt, he is
worth \$150.⁰⁰ the penalty of the injunction
bond authorized to be signed by said power
of attorney.

Given under my hand this day of Decr.
1872.

Know all men by these presents, that
we Nelson H. Pruden and R. F. Graves
are held and firmly
bound unto Joseph M. Powell in the sum
of one hundred and fifty dollars. To
the payment whereof well and truly to be
made to the said Joseph M. Powell, we bind
ourselves and each of us, our and each of
our heirs, executors & administrators, jointly
and severally, firmly by these presents,
sealed with our seals, and dated this 21st
~~18~~th day of December, 1872. We remain the bounders to this debt.

The condition of the above obligation is
such that whereas the said N. H. Pruden has
obtained from the judge of the County Court of
Isle of Wight an injunction to restrain the said
Jos. M. Powell, his agents & all others concerned
from removing the crops raised on the the
plaintiffs land under a certain contract
between the said Pruden & Powell, dated Jan. 1. 1872,
mentioned in the Bill of the plaintiff &c. Now if
the said Nelson H. Pruden shall well and truly
pay to said Powell, his execs. or admin. all such
costs & damages as he may sustain in consequence
of said injunction, in case the same shall
be dissolved, then the above obligation is to be
void, otherwise to remain in full force.

N^o H. Pruden 
R. F. Graves for C. H. Hart, his atty. 



N. H. Gould

3
3 } Injunction
3 } Bond

Jos. M. Powell

Executed & filed Dec.
21st 1842.