

1885-006

Chancery Causes. Nelson H. Prouden vs James T. Jones

Isle of Wight County

other surnames: Hall, Cowling,
Philip s, Phillips, TURNER

Pruden N. H.
v. Bill
June 1. 7.

Exposition

April 16th - 1884 -
Fido - Fido - Fido
& Bond executed

1885: Aprie term.
Exposition dissolved
and Fido dissolved

and this ~~order~~ until he shall enter
into bond with sufficient security in the
sum of \$1000.00 in the clerk's
office of the circuit court of the county of
Wright and bound for the faithful perform-
ance of his duties as such receiver.

W. R. Robinson County Judge
of the County of Wright

In Vacation on the 14th Day of April D. 1884

On motion of the plaintiff by counsel
and for good cause shown an Injunction
is awarded him to injure and restrain
the Defendant - J. T. Jones, his agents
and attorneys and all others from remo-
ving any of the ground peas. or peanuts
from the farm of N. H. Ponder men-
tioned in his Bill of Complaint and
from selling or in any way disposing of
any that may be, or may have been re-
moved by the said Jones, his agents and
attorneys from and off of the premises afore-
said. But the plaintiff is not to have
the benefit of this bond until he
shall enter into bond with sufficient
security in the clerk's office of the Circuit
Court of Jefferson County payable
to the said J. T. Jones in a penalty of
Five Hundred dollars — conditioned to
abide by the future order or decree of
the Court ^{as to J. shall seem just & proper} and to pay all such costs
as may be awarded against him and
all such damages as shall be incurred
in case the Injunction shall be dissolved
And on like motion of the Plaintiff and
for good cause shown R. S. Thomas is hereby
appointed a receiver who shall take charge
of the said Peanuts and sell them and
make report of his proceedings under this
order. But the said R. S. Thomas shall not exe-

that the said J. T. Jones may be enjoined, restrained & prohibited from removing the said peas, or if removed from setting or disposing of the same

and that a Receiver may be appointed with direction to see the said peanuts and to bring the money into court - and to pay it out under its orders, and that all such other and further relief may be granted you complainant - as the nature of his case may require & to Equity shall seem meet. And he will ever pray &c

N H Pender

See of Wight - Barney to wit -

This day personally appeared before me the undersigned a Notary public for the County of Frederick N. H. Pender who made oath that the statements in the foregoing bill are true and correct. Given under my hand this 14th day of April A.D. 1884

R. S. Thomas
Not. Public

ance of the crop on the premises afore-
said: ^{some 60,000 lbs} that if this is done the whole
crop can easily & readily be converted
into money and the whole debt due
to your complainant ^{upwards of \$100-} will be utterly
and forever lost: That the said J.
T. Jones owes George T. Hall a large
store account ^{some \$750 or} for provisions and sup-
plies furnished to him at your com-
plainant's request & order in compli-
ance with his agreement to furnish
the ~~for~~ provision and supplies for the
farm and the only means of paying
this bill is out of the peanuts on the
premises of your complainant & if
the said peanuts are moved from the
premises aforesaid both the Hall bill
& the other bills will be utterly and for-
ever lost:

In Tender consideration whereof, and
for as much as your complainant is
without remedy ^{save & except} in a Court of Chancery
- where matters of this sort are alone and
properly cognizable, to the end that jus-
tice may be done he prays that the said
J. T. Jones may be made a party Defen-
dant to this Bill and be required to an-
swer the same on oath as fully & as effec-
tually as if he were here and now speci-
ally interrogated that an account may
be taken ^{from the goods of your complainant & the said J. T. Jones} of the ^{and to the said George T. Hall} amount due by the said
J. T. Jones to your complainant as aforesaid

and until all of the money due your complainant for provisions, peas, corn, for bills paid, or otherwise was paid to him.

During the year 1863.

- 2 That your complainant furnished all the provisions corn, ~~peas~~ ^{peas} and every thing else that he was required to do, and that with your complainant's help he furnished all of the said I. J. Jones not being able to furnish the labor and to pay for it your complainant paid for all of it ^{except that purchased by himself & son} ~~that the said I. J. Jones does not pay for~~ and the said I. J. Jones owes him ^{for} the same: that he furnished the said I. J. Jones peas and corn for planting and that he owes your complainant for these; and that being in need of provisions he your complainant furnished all that was required and that for these provisions, corn, peas, labor, and other things the said I. J. Jones is very largely indebted to your complainant.

- 3 That the said I. J. Jones is utterly insolvent, & wholly irresponsible and threatens to ~~remove~~ ^{some} has removed a portion of the crop ^{from the premises} of your complainant without your complainant's knowledge or permission and threatens to remove and your complainant believes will use all endeavors to remove the balance

To the Honorable Judge of the Circuit-Court
of the District of Columbia in Chancery sitting:

Humbly complaining sheweth unto the
Court Your complainant - N. H. Pruden
That on or about the ^{or December} Day of November, 1882
he and one J. T. Jones entered into a
partnership agreement to cultivate a
farm belonging to Your complainant
for the year ~~1882~~ ¹⁸⁸³ on the following terms viz, that Your
complainant would furnish the land,
the farming implements, the team &
the provender to feed them, the provision
for the said J. T. Jones & family and hands
as was necessary, half of the seed-corn,
half of the seed-peas, half of any other crop
raised half of the fertilizers used & pick
off half of the ground-peas raised, and
the said J. T. Jones was to furnish the
labor to cultivate the whole crop & was to
cultivate it, and was to harvest, pay for
half of the seed-corn & peanuts and of any
other crop planted, half of the fertilizer
used, to pick off half of the peas and then
then they were to divide the crop equally
between them with the exception of the
peanut ^{rights} ~~rights~~ which were to belong wholly
to Your complainant - and that no crop
raised on the land was or would be moved
from it until this equal division was made

Grades of H
9 { in day

Jones I.

Grades of H
Jones.

personally appeared before me
in my said county and made
oath that the statements con-
tained in said answer are true
Given under my hand this
2^d day of Oct 1884

R. D. Boykin

before a Justice of the Peace of the
said county of Isle of Wight, against
this defendant to recover of him
the amt now claimed in ^{his}
~~the warrant~~ ^{the} ~~Bill~~ ^{Bill}, and this defendant avers
that having elected to proceed at
law, he must be tied to the de-
tion of his legal remedy and can
^{now} proceed in a court of Chan-
cery for the recovery of the same
amt claimed in said warrant,
a copy of said warrant and
the proceedings thereon are herewith
filed marked B and prayed to be
read as a part of this Bill.
And having answered this defen-
dant prays thereof to be dis-
missed with his costs in this
behalf most unreasonably expended
signed Jas J Jones

See of the County of W
J. R. Boykin a
Commissioner in Chancery for
the Circuit Court of the county afore-
said in the State of Virginia, do certify
that J J Jones whose name is
signed to the foregoing answer

thereof. That for the protection
of his wife and children, this de-
fendant ^{who} is a householder and
head of a family and under the
laws of Va. entitled to the benefit
of his homestead exemption as
against any debt due by him
into said N. H. Ponder. Was com-
pelled to file and did file his home-
stead and in the Clerk's office of the
County Court of the County of Lee
of West, in which and in as claim-
ed as a part of his exemption, the
defendants share of the spea-
rants raised on said land as
aforesaid and named in said Bill
and restraining order, as well as
the corn and fodder illegally
detained by the said N. H. Ponder
as aforesaid. and your said de-
fendant claims the benefit
portion of said homestead ex-
emption, a copy of said and is
herewith filed, may it be so prayed
it be read as a part of this Bill.
This defendant further says, that
the said N. H. Ponder before selling
his said Bill, sued out a warrant

made in pursuance of said agreement,
that although there was no
lien on your claimants share
of said crop, yet he had intended
after picking off and selling his share,
to pay unto said N H Prudden all sums
due by this defendant when, but
before this defendant, had completely
picked off said crop and before
he had sold any part thereof, this
injunction was granted, under the
cover of which the said N H Pru-
dden not only detains the pea-
nuts named in said Bill and
restraining order, but illegally de-
tains corn and fodder belonging
to this defendant, the removal of
which was not enjoined.

That if this defendant had
been allowed to pick off and sell
his peas, he would have realized
from the sale thereof more than
sufficient to pay all sums due by
him, but in consequence of this
injunction, he was not allowed to
do, and peanuts have so de-
creased in value that he is now
unable to pay the same or any part

any agreement whatsoever, that
his share of the crop should not be
removed from said land, until all
of the money due the said A H Pruden
was paid him, or that
there was in any manner a lien
in favor of the said A H Pruden,
on the crops raised on said land,
or that he was in any manner
entitled to this injunction, on the
contrary the said A H Pruden
has repeatedly requested this depen-
dant to give him a lien on said
crops, which this defendant has
continually refused to do.

This defendant further aver-
ing says, that he cultivated said
crop in pursuance of said agreement,
that he delivered to and housed
for the said A H Pruden $\frac{1}{2}$ of
the corn and fodder raised as
aforesaid, and that he divided up
in the field and in the shock, the pea-
nut crop, that the said A H Pruden
received and took possession of his
 $\frac{1}{2}$ share of the same, and that the
said A H Pruden has been in full
his $\frac{1}{2}$ of all crops raised and

the land, farming implements, Team,
and the team, $\frac{1}{2}$ of the seed peas,

$\frac{1}{2}$ of the seed corn $\frac{1}{2}$ of the fertilizers
This defendant must cultivate said
land, furnish ^{$\frac{1}{2}$ of seed & fertilizers} the labor, and the
crops raised thereon were to be
equally divided between the plain-
tiff and this defendant, except the
pea vines, all of which were to
belong to the ^{plaintiff} defendant.

The pea-nut crop was to be divided
in the shock in the field after
digging, the corn and pods to
be hoisted by this defendant.

After picking off the nuts, the vines
from this defendants share of the
peas to be delivered to the said
A. H. Pruden, but this defendant
denies that the ~~agreement~~ ^{agreement} ~~constituted~~ ^{constituted} a partnership, between
the said A. H. Pruden himself.

This defendant admits that
that the said A. H. Pruden furnished
himself and family and hands pro-
visions during the said year, and
paid for a considerable proportion
of the labor on said crops, but this
defendant denies that there was

Pruden

} In the City of Lee of N.Y. Co
Jones

The answer of J H Jones
to the Bill of complaint in said Court
exhibited by N H Pruden against
him.

This defendant saving and
reserving all rights of exception to
the many errors and imperfections
in said Bill, and submitting, as the
said plaintiff fails in his Bill to
state the alleged amt due by this
defendant herein, whether this
defendant should be required to
answer said Bill, for answer
thereof or to comply thereof as
he is advised it is material or
necessary for him to answer, an-
swering saep.

That he admits to be true
that he entered into an agreement
with the said N H Pruden to culti-
vate a portion of the land of the said
N H Pruden during the year 1883
and did cultivate said land upon the
following terms.

The said N H Pruden was to furnish

A. H. Pondore

3 Decrs. 5
3 and 3 Bell
3 with an
inquest

J. D. Jones

To May 1884

Thomas (by)

The Board required
by the order of the
Judge has been
executed & filed.

Teste, A. H. Pondore

After people in hands
of the State
M

Received by clearing to the within & paid a fine
Copy of the within document April 16th 1884
J. H. Lawrence

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

J. E. Jones

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

the said Court, on the first Monday in *May* next, to answer *the Bill*

in chancery of Helen S. Gordon

~~of a plea of~~ ~~for \$~~ ~~Damages \$~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court at the Court House, the *16th*

day of *April* 188*4*, in the *108th* year of the Commonwealth.

N. P. Young clk

N. H. Prudden

vs } Sum. to take
} Deft.

J. T. Jones

2nd Coh.

Tested by
deposition to the
within named J. T.
Jones a true copy of
the within summons.
Sept. 29th 1884

R. A. Edwards
Sff.

To J. J. Jones

Take notice that I shall on the 2^d day of October 1884 next, at
the Office of R. S. Thomas in Smith
- freed between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of myself

and others, to be read as evidence in my behalf, in a certain
suit- , depending in the Circuit-Court of Sale of Wash-
County, wherein I am
the plaintiffs, and Ben

are defendants, and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

To the Sheriff of
County to execute.

} R. H. Pender &
R. S. Thomas
adv.

Prudon

W

James

8
C. Prudon in the
collection. Aug 7th 1872

W. Prudon

Prudon.

To J. J. Jones

Take Notice that on
the 16th day of this month between the
hours of 8 a.m. & 8 p.m. at the store of Peapack
R. Turner in the county of Hudson and I
do hereby proceed to take the depositions of James
W. Hall, George Hall Jr. M. Beverly
P. R. Turner & others & be read in evidence
in my behalf in a suit in Chancery per-
pending in the Circuit Court of Cole of Wright-
County wherein I am plaintiff and
an defendant: and if from any cause the
taking of the said depositions shall not be
commenced, or being commenced shall
not be completed on that day, the taking
of the same will be adjourned from time
to time until the said depositions shall
be completed. Given under my hand
this 6th day of October A.D. 1884

A. H. Pridgen

by R. S. Thomas

His atty

paper herewith sent with
depositions. Respectfully

R D Borgher
att'y for James T Jones

"B."

COURTS:—Isle of Wight, Surry,
and Southampton Counties, and U. S.
District Court, at Norfolk.

—LAW OFFICE OF—

R. E. Boykin,
Attorney at Law,

Smithfield, Isle of Wight Co., Va.,

Oct 10th 1889

To the officers taking
depositions in behalf of
N. H. Pender at the store
of P. R. Turner, in the suit
of Pender & Jones
vs. E. J.

By reason of the
unapproach of the U. S.
Circuit Court of the County of
Isle of Wight and because
of a prior engagement, I
am unable to attend to any
the taking of the ^{depositions above mentioned} same, and
protest against the taking
of the same, should you
procure notwithstanding
this protest, please file
this letter and the

"A"

Pruden
v }
Jones

This defendant excepts
to the taking of these depositions,
because the reason of the non
approach of the Circuit Court
of the county of Alle of Wyo
~~and for the further reason~~
and a prior engagement, this
defendant's counsel is unable
to be present at the taking of
the same, and for the further
reason that the said of the Pru-
den having closed and complu-
ed his depositions in this
cause can not now reopen
the same

J. J. Jones

London N.Y.
ss. ³/₄ In ch.
Jones J. C.

Depositions.

Came to hand
under seal the
11th day of October
1884, Filed.

" Teste, N. J. Gonyea ed.

but none of them filled - There
may be seven of them, pieces
of bags -

Ques 28 Where are these.

Ans. I could ~~not~~ tell you where they
are - I have sold them.

Ques 29 What did you get per lb. for
them?

Ans $4\frac{1}{2}$ c

Ques 30 To whom did you sell them?
Ans Mr. P. D. Gwaltney of Smithfield.

And further this deponent
saith not. J. B. Jones
Virginia

Sherriff of High County, to wit:

I, J. H. Cunningham a Notary Public in &
for said county & state do certify that
the foregoing depositions of Nelson
A. Bruden & J. B. Jones were duly taken,
sworn to & subscribed before me at the
times & places - and for the purposes
therein mentioned. Given under
my hand this 3rd day of Oct 1884.

J. H. Cunningham
Notary Public

Time employed in taking these depositions
6 hours - @ 75 = \$4.50

Ques 24

Did not Mr Pruden tell you he would give you any instrument of gold desired, with security for ten times the amt.

Ans.

Mr. Pruden told me he would give me any instrument of writing, but that he would furnish me the saw & pigs but I heard nothing of any land.

Ques 25

You stated that when this injunction was granted you had picked off a part of your pear & that you had picked off about 150 bushels as well as you could remember & that you left the premises about the 18th or 19th of March - How many bushels do you suppose there was unpicked?

Ans

I suppose there was 20 bushels.

Ques 26

How many bags of pears of the crop raised had you sold before leaving.

Ans.

I hadn't sold any

Ques 27

Did I How many bags of these pears did you carry away from Mr. Pruden's?

Ans

It may be six parts of bags

Pruden agreed to make you the large advance without your crop being made responsible for them in any manner?

I do sir.

21 Dec, Then I understand you as saying that Mr. Pruden required of you no security personal or otherwise required no pledge of your crop of any kind, character or nature whatsoever & looked to your personal responsibility & to your personal integrity to repay him, the m^{ts}. advanced & to be advanced, am I correct?

Ans He never rep^d you and correct.
22 Dec Is Mr. Pruden a prudent sensible man?

Ans I suppose he was.

Dec 23 You stated awhile ago that Mr. Pruden put the fodder in the power of attorney - had you not said him that fodder for the saw pigs?

Ans & I had conditionally, if he had believed me the saw pigs I was to have given him the fodder

16 Dec. Did he not also give you orders
on Col. Hall to pay hands hire?
He gave me one small order, I think
the amount was 75 cents. It
was not for picking off from but for
fopping him.

17 Dec. Was it not known to you and
to Mr. Borden before you went to live
with him, that you could not cul-
tivate this crop, pay your hands
hire and support your family with-
out this aid and assistance
rendered by him?

It was known.

18 Dec. How were you to secure him
for the advances made for you
He never asked for any, I never offered
any.

19 Dec. I did not mean to ask, if you
were to give him personal security
I meant to ask you how it was
understood between you ~~that~~ ^{you were to}
upon this sum of money so to be
advanced.

I expected to pay him out the
grants and suppose Mr. Borden
understood the same.

20 Dec. Do you mean to say that Mr.

10th Dec. Aunt Margaret's children
how many children were there,
I was absent at the time and
don't know.

11th Dec. Was that the only interference?
I think it was, - then this dis-
turbance occurred between Mr.
Pruden and my self and I put
myself to no more trouble to
get, hence, I moved away from
them; this was about 18th or 19th
of March 1884

12th Dec. Did Mr. Pruden furnish any
money to cultivate the crop.
He did, a little.

13th Dec. How much?
I cannot tell positively, Mr.
Pruden has the statement I gave
him.

14th Dec. Did Mr. Pruden furnish any
money to buy supplies for you and
your family,
Did not furnish any money, he
gave me orders, on Coln. Hall's
store.

15th Dec. Did he give you any money
to pay her out going?
He did, he gave me some mon-
ey to pay for picking off my hair

squake for us.

I could not tell exactly, we never
measured it, I suppose a barrel and
a half.

5^{2nd}

How many bushel of pecans
did you make for us?

I suppose about 30 @ can only tell
by what I have picked off have not
picked off all and cannot be for-
tunate

6^{2nd}

How many did you pick off, 3
About 150 bushels.

7^{2nd}

Were they bagged?

Yes sir they were in bags, but
the bags were not filled, were just
as they were picked off by the
hands, good but and indiffer-
ent.

8^{2nd}

Why were not the others pick-
ed off?

Because Mr. Braden inter-
fered with the hands in picking
them off and they left, after
positively agreeing not to have
any thing to do with my hands
or I with his.

9^{2nd}

What hands did he inter-
fere with?

1st Ques. I understand from your deposition that you positively deny that there was any agreement between Mr Pruden and yourself that your share of the crop was not to be removed from said land until the amount due Mr Pruden was paid, am I correct.

1st Ans. You are correct
 2nd Ques. Are you a married man and have you children under 21 years of age.

Yes sir, three children
 Cross examination by R. S. Thorne
 as counsel for plaintiff

1st Ques. State when you went to Mr. Pruden to give
 2nd Ans. I moved there Jan. 2nd 1883
 Did your wife and children go with you.

They did
 3rd Ques. How many acres of land did you plant in corn,

Between 12 & 15 -
 4th Ques. How many acres did you plant in peanuts,

About 22

5th Ques. How many barrels of corn did you

the whole or any part of your
fodder, or had you sold any part
thereof?

I had picked off part of them,
but had not sold any.

9th Decr.

Where is the corn and fodder
you raised on our land?

At Mr. Pruden's except
so bundles of fodder and four
measures of corn in the stack,
the rest is

11th Decr.

Why have you not removed
your corn and fodder?

Because Mr. Pruden objects
to it.

11th Decr.

It is also whether or not he has
declined to permit you to re-
move it.

He has. I wrote Mr. Pruden
a note about Sept. 12th ask-
ing him if he would deliver me
my corn and fodder without
any further trouble, pre-
sented by Mr. English, the bearer
of the note, saying that if I came
there after the corn he was
to shoot me if his pistol would
fire.

get it, but I have since that
time forth divided my corn
and fodder with Mr Pruden, that
is the agreed division,
3^d Quer. Was this the first time he ap-
plied to you to give him a ten
in said crop a power of attorney to
sell the same?

Yes sir.
4th Quer. State whether or not you
delivered to Mr Pruden, or was received
by him, one half of all the crop raised
on said land?
I have sir.

5th Quer. Did he make any objection to
the manner or fairness of said
division?
None at all sir.

6th Quer. State whether or not Mr Pruden's
share of the corn was fed to his
team by his direction?

It was
7th Quer. Who divided the crop and by
whose direction was it divided?
I

I divided the crop according to Mr
Pruden's direction.
8th Quer. At the time this injunction
was granted had you picked off

day of the month, same time, if the
latter part of last year or the first
of this. Mr. Pruden asked me
if I would give him a bin upon
this crib, I told him no, I never
expected to give anybody a bin
upon anything I had. If I should
give a bin to anybody I thought
he ought to be the man, nothing
more was said about the bin.

Mr. Pruden came to my house
a day or two after March court
and asked me to sign a power
of attorney, said he had had one
drawn up, including my per-
mits and fodder and had left it
at Colm. Hall's for me to sign, I
went to Colm. Hall's; he read the power
of attorney and refused to sign it.
I told Mr. Pruden (but after
he and myself had a few cross
words over it) that if he would
take the fodder off of it that I
would sign it; he refused to do
so, and said my fodder he was
bound to have ~~and~~ and ~~unwilling~~
to have and would have it, I
told Mr. Pruden he would never

your crops should be bound for articles and amounts furnished you by Mr. Pruden, or on his account? I did not.

3²u.

Did you at this, or at any other time agree that Mr. Pruden should have a lien upon your crops for articles and amounts furnished or to be furnished by him as aforesaid, or that your crops should not be removed from said land until the amount due from you to him should be paid? No sir.

4²u.

When you entered into an agreement to cultivate ~~the~~ land as aforesaid, did Mr. Pruden demand or require that the crops ~~should~~ should be bound for the payment of amount advanced by him for you, or that said crops should be removed from said land until said amounts should be paid? No sir.

5²u.

Has he at any time requested of you to give him a lien on said crops or a power of attorney to sell the same, and if so when and the circumstances attending the same? Yes sir, I could not state the same.

14 Dec,

It is,

All your salary to recover by
your bill in this suit, among
other, amounts the amount
claimed in said warrant;
I am,

15 Dec,

And further by deposition, with ref. to N. H. Prudden

f. of your being duly sworn
disorder and such as follows:

1 Dec,

I understand from your an-
swer filed in this cause that
you entered into an agreement
with Mr. Prudden upon the terms
mentioned in said answer, Mr. Pru-
den has further testified that when
you came to see him in Nov. or Dec
1892, you agreed that you should
if the crop should be broken for pro-
vision and, amounts that he
might advance for you, and that
you further stated that if there was
any deficiency you would work, if
necessary 18 years to make it up,
Did you make such an agree-
ment

I did not

2 Dec,

Do you at that time or at any
other time agree with Mr. Prudden that

perfectly willing to pay what was
standing up in the sugar plantation,
He observed he wished I would
furnish him funds to buy a
cow and pigs and about five dol-
lars. He told me to have
the papers drawn up, I did
so Sunday after March court,
sent him during that week
I apprised him of that fact
I told him it was in the hands
of Col. Hall, and I wished he
would go and sign it, I told him
I sent his parents and father in
both. He seems a little excited about
the fodder. He went to Col. Hall
but did not sign it.

1724
I understood that he did
not sign the power of atty. or any
other written instrument but
pay his crop for the amount
paid by you for him, and
accept.

He did not

1824
Is the amount for which you
warranted Mr. Jones a part of the
amount paid by you in per-
formance of the agreement afore-
said

11 Dec

Then in Mr. Adams' house,
Probably he was, he might
or might not.

Have you repeatedly applied
to Mr. Jure. to give you a cred
letter

I don't know that I could say
repeatedly, since then a he spoke
of going up to my plantation
up on Blackwater, and I told
him Mr. Jure. you have told
me then and again that
you were perfectly willing
to make me safe, that you
would give me a deed of trust
or letter something of the kind
and you have failed to do it
and it would run ~~down~~ to some
ext. but I will give ^{you} me a
power of attorney to sell those
percent. and apply to C. W. J.
all that well do. He did
not object in the least. Then
was something said about his
fodder I told him I wanted
it, he said he would sell it to
me, I told him I did not
know the exact price, but I was

Mr. Jones said that that was on my
half. As to the potatoes. I do not
know how many I received, $\frac{1}{4}$, $\frac{1}{2}$,
or $\frac{3}{4}$

5th Dec.

Do you recollect & say up-
on your oath that you did not re-
ceive upon your own half of the
corn and potatoes?

I did not think so.

6th Dec.

I repeat,

I could not say, I did not
put myself to any trouble to
know. I was very much sur-
prised to hear that it was your

7th Dec.

When you state that Mr.
Jones said that he was willing
to lend the entire crop for pro-
visions and amounts I paid for
him, when was this?

It was either in the month
of Nov. or Dec. 1882 more or
less.

8th Dec.

I recollect that I know of
was Mr. Creasy present?
He was not

9th Dec.

Was not Mr. Creasy pre-
sent when you went to Mr.
B. Edwards?

He was.

10th Dec.

were not the terms set

30 Dec

I understand from your deposition that the crop made in pursuance of your agreement with Mr Jones was to be divided equally between you except the parent vines all of which were to belong to you, Am I correct,

That was my understanding.

4 Jan

I further understand from you that you have received your own half of all the crop raised in pursuance of said agreement and that the parent vines were divided in the field and received by you without objection.

Am I correct

I receive half of the sweet pea plants. As for the peas I couldn't say I got half of it or one third of it. All I can say Mr Jones reports that my boys had eaten my corn in the field. It was gathered in baskets and brought to the room and fed to my team.

1
evidence in this case
Dec 16 Plaintiff replied that
he considered the bill of
injunction as a entirely
irrelevant except that was
not granted, partly be-
cause the desiring of the
court to leave for Nor-
folk and for other rea-
sons, not mentioned.

Cross examined by
R. C. Boykin for the
defendant

2nd State who was present
when the contract was
made between Mr. Jones
and yourself.

There was no one present
that I remember.

2nd I am going to state
the terms of the contract
between yourself and
Mr. Jones to any other per-
son.

Not that I remember pos-
sibly I did, and possibly I
did not. I remember of tell-
ing Mr. Larcus Edwards

anything you could do to have
this case heard and decides
that you failed or omitted to do,
No sir I did not.

Ques 14

State whether or not you
did not through counsel
apply to the judge of this court
at the April term of the court
on Tuesday afternoon of that
term to hear this case, or to grant
a similar injunction.

Yes sir I did.

Ques 15

State whether or not the
paper that you now hold is
your hand and herewith filed
marked Ex A, is not the pa-
per that was prepared on that
day at court and presented to
the judge.

Question and introduction
of paper marked to be irrelevant
inadmissible and not legal
evidence in this case.

It is

Ques 16

Answer specified to by the do-
nors because a bill of in-
junction presented to a court
and ~~refused~~ ^{not} granted is not

Ques

Dec 10

They are
State as well as you can
the acut. for which you
warranted Mr. Jones & of
what it consisted?

Ans.

The acut. I warranted Mr.
Jones for. is an ape that
he kept him self of his in debt
edness to me between \$60⁰⁰ & \$70⁰⁰
~~He rendered an ape of hogs 11 mens~~
~~was corn & 1 basket & also 1 bag~~
~~quor no & 1/2 bbl Irish potatoes.~~
~~He did not -~~

For peanuts, for money pt
for picking off peas, money
pt for popping peas, money
cpt for weeding peas & money
cpt for digging peas.

Dec 21

State whether or not know
your other sum of money
not included in that account
He does

Dec 12

State whether or not you
have ^{always} been anxious to have the
same heard and decided ^{ever since}
this information was obtained,
Apr 14th 1884,

Dec 10

I have exceedingly anxious,
State whether or not there was

Ques 6

State why you required this agreement of Mr. Jones?

Ans

Because I knew Mr. Jones had no property that I could make it out of & unless I made it out of the crop I would never get it - He had nothing - he told me so himself.

Ques 7

State what articles of household furniture you furnished him when he came upon your premises?

Ans.

I furnished him two beds.

Ques 8

State the amt. of the indebtedness of Mr. Jones to Geo. F. Hall for which you became responsible?

Ans

For the year 1883 the amt. was about \$211⁰⁰ & some cents to the best of my recollection. The amt. commencing from the first of Jan'y 1884 running up to the 15th of March '84 I am unable to say precisely but it was about \$40⁰⁰.

Ques 9

State whether or not suits are now pending against you for these sums of money?

Ques 5th

State whether or not there was any agreement between you that the crops raised upon the land was not to be removed from the land until all that he owed you for provisions, peas, corn, bills paid, or otherwise, was paid to you & if so state what that agreement was?

excp Question excepted to by def^t. because pl^{ff} has already alleged in the foregoing answer that there was no other or further agreement than that contained in question 4. & the question is leading.

Ans

There was an agreement that that the crop should be responsible for provisions &c & monies that I should have to pay, & if there should be a deficiency he would work for eighteen years but what he would pay it. If he had not have agreed to have done it I would not have furnished him a dollar.

ex-

Def^t excepts to answer as being responsive to a leading question.

crop raised, half of the fertilizers used, that he was to pick off half of the ground peas made - that he was to furnish the labor to cultivate the crop & harvest it - that he was to pay for half the seed corn & peanuts & any other crop planted - that he was to pay for half of the fertilizers used, to pick & then to divide the crop equally, except the peanut vines which were to be plaintiff's & a further agreement & if so state whether or not so much of the contract as has been stated is correctly stated and what that further part of your agreement was.

Excep.

Question excepted to by deft as leading

Answer.

So much of the contract as has been stated has been correctly stated - There was no further agreement that I knew of only that he was to furnish the labor & I ~~was~~ ^{did} to pay for the hands.

and inadmissible, as the complainant's bill does not allege that the plaintiff had a lien on the defendants share of

the crops ^{or that there was an agreement to execute such lien}

Reply

The plff replies that def^t is mistaken - that the complainant alleges in the bill that the agreement between the plaintiff & the defendant was that no crop raised on the land was to be moved from it until an equal division of the crop was made & until all the money due the complainant for provisions, peas, corn, for bills paid or otherwise, was paid to him the complainant.

Does

4 State whether or not the agreement made between you & Mr. Jones in 1882 was that you should furnish the land, the farming implements, the team, provender to feed them provisions for Jones & family & hands that were necessary, half the seed corn, half the seed peas, half of any other

track & that he was willing to
bind the entire crew to make
me safe for provisions to
make the crew - I proposed
that we should have a written
contract & he agreed to do so.

I think about a week or
two before Xmas Mr. Jones
came to my house the
2nd time, then we agreed
to go to Capt. L.B. Edwards
& let him draw up a con-
tract between us. We went
& being I suppose a half hour
in the night, informed Capt.
Edwards our business & he
said he was quite well
& that he was making a con-
dition to draw it up then,
and asked if some other
time wouldn't do as well.
I said I reckon so. Then
Creasy was with us.

Exception

So much of the foregoing answer
as relates to a lien upon said crew
or an agreement to execute such
lien is excepted to by counsel
for the defence as irrelevant

The crop consisted of corn
peanuts principally, & one
bbl. Irish potatoes.

I furnished all seed peanuts
& corn, which was a very small
item that I never agreed to fur-
nish - Mr. Jones agreed to do
all the labor, he was to house
the corn which he never had
the pleasure of doing as it
was fed away in the field
^{to my team,} he made so little - The land
was not worked, & middles in
corn never thrown out.

The peanuts were divided in the
field. He divided them himself
by taking a shock leaving
me one to which I didn't
object. I took every other shock
& divided the last odd shock.

According to our contract
Mr. Jones ought to have heated
them peanuts of mine under
the shelter with my team, but
he did not. I furnished him
team to haul his under the
shelter - Mr. Jones told me
it would have to furnish him
satisfactions, when we made the con-

Ques 1

By "pliffs ally:

State your age, residence & occupation.

Ans

I was born in 1828, live in Ideofright County & am by occupation a farmer.

Ques 2

Are you the plaintiff in this suit?

Ans

I am.

3

State when & where you & Mr. J. T. Jones entered into an agreement for the cultivation of your land - what the agreement itself was, and all facts & circumstances connected with it?

Ans.

Mr. Jones came to my house in 1882, I think in Nov. or Oct. & informed me that he wished to form in co-partnership with me for the year 1883 - I told him I had land a plenty to furnish him a team also & that I would furnish him the land, the team & implements for farming & feed the team, furnish half of the seed & equally divide.

The depositions of Nelson H Pruden
& J. T. Jones taken before me
J. Skimming Nelson a notary public
in & for the county of Isle of Wight
state of Virginia, pursuant to notice
hereto annexed, at the office of R. D.
Thomas in Smithfield Va on the 3rd
of Oct. 1884 between the hours of
8 am. & 6 P.M., to be read as
evidence in behalf of both
plaintiff & defendant (the said
Nelson H. Pruden on behalf of
plaintiff & the said J. T. Jones
on behalf of the defendant)
in a certain matter of con-
troversy suit in equity depending
in the circuit court of Isle of Wight
county wherein the said Nelson
H. Pruden is plff & the said J. T. Jones
is defendant.

Present. R. D. Thomas atty for plff
& R. E. Boykin atty for def't

By consent the taking of these
depositions is adjourned until
to-morrow at 8 o'clock A.M.

100

Pruden T.H.
do. 3rd May.

Jones J.D.
/

Affidavit of Jno. P. Coulter

Oeto Ber 1st - 1884.
Came to Court under
seal filed.

Teste J.D. Jones clk

State of Virginia

County of Isle of Wight, to wit:

I, W. S. Holland a Notary in and for
the County of Isle of Wight in the State
of Virginia. Do certify that John M.
Cowling a Justice of the Peace in and
for said County personally
came before me in my said County of
Isle of Wight and being duly sworn
upon his oath said that he
knew one J. T. Jones the defendant
in a certain chancery suit depending
in the Circuit Court of Isle of Wight
in which A. H. Rinder is Plf. and said J. T. Jones is def-
endant, well, that he knew well
the general reputation of said
Jones in the community for veracity
and that his general reputation
for veracity is bad and that
he would not believe said J. T.
Jones on oath. him under
my hand this 16th day of October
1884

W. S. Holland

Notary Public

Witness none -

J. M. Cowling

N. H. Pender
12. 1/2 in chg.
J. I. Jones

Deposition

Justices fee 4 hours 3.00

witness fee

J E Phillips - 50

P R Turner 50

J H. Hall - 50

Postage & registration 40 50

24 95

I as certain the above

fees to be correct

Oct 16 - 1884 J. M. Fowler J. P.

✓ October 17th 1884.

Came to hand

under seal and

filed.

Teste
J. D. Spring

No other witnesses affecting the further
taking of these depositions is adjoined.
~~for the State of Kentucky and to the~~
~~Magistrate County line about one~~
~~mile from this place.~~

J^r M Cowling J P

The defendant J. V. Jones appeared
in person and asked that his
protest - and a letter herewith
filed marked A & B. respectively
be filed in these depositions

Virginia

County of Jefferson and to wit:

I, John M. Cowling a Justice of the
peace in and for the said County
and State do hereby certify that
the foregoing depositions of Jas. E. Phillips
P. R. Turner and Geo. W. Hall were
duly taken, sworn to, and subscribed
before me, at the time and at
the place and for the purposes
therein mentioned

Given under my hand
this 16th day of October 1884

J^r M Cowling Justice of the Peace

Do you know Mr. J. T. Jones the
 apt. in this case,

Ans - I do, and have known him for 15
 years.

3 question. Do you said J. T. Jones's ^{general} reputation
 for veracity in the community?
 And if so, please state what
 it is?

I do not know his general reputa-
 tion. I only know him in his
 dealings with me. In these trans-
 actions he made many false
 representations thereby securing
 goods to the amt. of \$100 for
 which I have not received
 anything

4 question by you.

Would you believe said J. T.
 Jones on oath?

Ans - I would not in reference
 to any business dealings between
 him and myself.

And further this deponent can't
 not -

Lawrence

2 question by some,

Are you acquainted with Mr. J. T. Jones the Dft. in this case.

Ans -

I am,

3 question by some - Do you know the said

J. T. Jones's ~~reputation~~ general reputation in the community for veracity? and if so, please say what it is?

Ans -

I do not know his general reputation, I only know him in his dealings with me. In his dealings with me he could not be relied upon.

~~4 question~~

And further this deponent said not

Mr. J. W. Hall being duly sworn deposes and says as follows:

1 question by Dft's Counsel.

Plen state your name, age, residence and occupation?

Ans,

James W. Hall, age 37 years.
Hansen and Co. & by occupation a
farmer

2 question by some -

3 question. Do you know the said J. T. Jones's general reputation in the community for veracity? And if so please state what it is?

Ans. I do know it, and his reputation for veracity is not good about in this respect is very bad.

4 question, Doctor, please state whether you would believe the said Jones & Jones on oath?

Ans. I would not, unless his evidence was corroborated by some other circumstance or by some body else's evidence.

And further this deponent swears to
J. E. Phillips

Mr. Peyton R. Turner being duly sworn
deposes and swears as follows:

1 question of Pltff's Counsel,

Please state your name, age, residence and occupation?

Ans. Peyton R. Turner, 35 years of age, Townsend Co., a Merchant.

Keyton R. Sumner Store Tansimond County 16 Oct. 1884

The depositions of Dr. Jno. E. Phillips and
J. W. Hall and others taken before me
a Justice of the Peace in and for
the county, pursuant to Notice herewith
filed at P. R. Sumner's Store in the County
of Tansimond on this 16th day of
October 1884 to be read as evidence
in behalf of A. H. Pender in a certain
suit in chancery depending in the Cir-
cuit Court of Isle of Wight County
wherein James T. Jones is defendant
and A. H. Pender is ^{Plaintiff} ~~defendant~~
Present W. S. Hall and atts. for Pender

The witness Dr. John E. Phillips being duly
sworn, deposes as follows:

1 Question. Please state, your name, age
~~and~~ residence and occupation.

Ans. John E. Phillips is my name, age
27 years, I am a resident of Isle
of Wight County in Wm. District
and by ~~my~~ profession a Physi-
cian.

2 Question. Are you acquainted with J. T. Jones
the defendant in this cause

Ans. I am acquainted with him and
have known him well for 7 or 8 years

Pondus
of } on clay
cones

Rough sketch
April Term 1885-
To be entered
Geo. T. Shaw.

Entered # 20.

Prouden
v
Jones

} On May

This cause came on
this day when heard on the complain-
ants bill the answer of the defen-
dant S J Jones, and the depositions
of witnesses, and was argued by coun-
sel, on consideration whereof, the
court deciding that there is no
equity in the bill, doth dismiss the
same at the complainants costs, and
doth dissolve the injunction herto-
fore granted in this cause, the
same being improvidently awarded.

Bill does not
allege a crop
loan but a
partnership -

1 Bill does not
allege a loan -

2 Facts do not
show a partner-
ship -

3 Infraction of financial
payments -

4 All of the crop
divided = admitted
in the suit -

{ The suit is about
add brought to
subject the afters crop
to claim claims as
= an advancement -

Under the Stat must
be by deed, can't
set up a loan to
him -

Because the claim
is not alleged in the
Bill -

1 Requiring him
to give up father's

dis line of agree-
ment = for a
new =

It is concur-
ring =

Every allegation
of the bill demands

= Come in for
an age - could
not get on
- without -

That it is upon
the premises.

Grosser &
Ellis

Judge Well-
ford =

Chapman =
seems to be a

liability incurred
by a public officer.

S/B. filed inventory

55 subject to
liens, means time
as date of the bill

gives remedy
but no rights -

= It is a matter
of local estate
taxes &
distinctions

But I have seen
the Home
State Bank
Liberal Court

appeared before me, the undersigned, a Commis-
sioner, in Chancery, of the Circuit Court of Dist
of Wight County, Va, H. H. Paden, who made
oath that the statements in the foregoing bill
are true and correct. Given under my hand
this 22^d day of April 1884

Wm P. Atkinson Comm

Paden

v.

Jones

Ex. m. Bill

Ex. R.

only means of paying this bill is out of the Pear-
nuts or the premises of your Complainant &
if the said Pear nuts are moved from the prem-
ises aforesaid, both the Hall bill and the other
bills will be utterly and forever lost.

In tender consideration whereof and for as
much as your Complainant is without remedy
save and Except in a Court of Chancery where
matters of this sort are alone and properly cog-
nizable, to the end that Justice may be done
he prays that the said J. N. Jones may be made
a party Defendant to this bill and be required
to answer the same on oath as fully & as ef-
fectually as if he were here and now specially
interrogated, that an account may be taken
of the transactions of your Complainant &
the said J. N. Jones & the amount due by the said
J. N. Jones to your Complainant and to the said
George F Hall ascertained, that the said J. N.
Jones may be enjoined and restrained & pro-
hibited from removing the said Peas, or if re-
moved, from selling or disposing of the same;
that a Receiver may be appointed with direc-
tion to sell the said Pear nuts and to bring the
money into Court and to pay it out under its
orders, and that all such other and further relief
may be granted your Complainant as the na-
ture of his case may require & to equity shall seem
meet. And he will ever pray &c.

N. H. Pruden

Sh of Wight County to wit:

This day personally

furnished all the provisions, corn, peas and every thing else that he was required to do, and that the said J. N. Jones, not being able to furnish to the labor and pay for it, your complainant paid for all of it except that furnished by himself and son, and the said J. N. Jones owes him for the same; that he furnished the said J. N. Jones peas & corn for planting and that he owes your complainant for these; and that being in need of provisions, he, your complainant furnished all that were required, and that for these provisions, corn, peas, labor and other things the said J. N. Jones is very largely indebted to your complainant.

- 3 That the said J. N. Jones is utterly insolvent & wholly irresponsible and has removed a portion of the crop from the premises of your complainant without your complainant's knowledge or permission, and threatens to remove, and your complainant believes will use all endeavors to remove the balance of the crop on the premises aforesaid, some 60 odd bags; that if this is done the whole crop can easily and readily be converted into money and the whole debt due to your complainant, upwards of \$100 will be utterly and forever lost. That the said J. N. Jones owes George T Hall a large store account some \$250⁰⁰, for provisions and supplies furnished to him at your complainant's request & order in compliance with his agreement to furnish the provision and supplies for the farm, and the

To the Honorable Judge of the Circuit Court
of Isle of Wight County in Chancery sitting.

Humbly complaining sheweth unto the Court your
Complainant A. H. Pruden, that on or about the
day of November or December 1882, he and
one J. T. Jones entered into a partnership agree-
ment to cultivate a farm belonging to your
complainant for the year 1883 on the follow-
ing terms viz: That your Complainant would
furnish the land, the farming implements,
the team and the provender to feed them, the
provisions for the said J. T. Jones of family and
hands as was necessary, half of the seed corn,
half of the seed peas, half of any other crop
raised, half of the fertilizers used, and pick
off half of the Ground-peas raised; and the
said J. T. Jones was to furnish the labor to cul-
tivate the whole crop & was to cultivate and was
to house it, pay for half of the seed corn and
Pea-ruts and of any other crop planted, half
of the fertilizers used, to pick off half of the
peas, and that then they were to divide ^{the crop} equal-
ly between them, with the Exception of the
Pea-rut vines, which were to belong wholly
to your Complainant, and that no crop raised
on the land was or would be removed from it
until this equal division was made and un-
til all of the money due your Complainant for
provisions, peas, corn, for bills paid or other-
wise was paid to him.

2 That your Complainant during the year 1883, fur-

in the specialty of five hundred Dollars, in the
clerk's office of the Circuit Court of Isle of
Wight County, conditioned for the faithful
performance of his duties as such Receiver.

A. H. Pruden

20

J. P. Jones.

On motion of the Plaintiff by Counsel and for good Cause shown an Injunction is awarded him to injoin and restrain the Defendant J. P. Jones, his agents and attorneys and all others from removing any of the Sound Pears or Pear nuts from the farms of A. H. Pruden mentioned in his bill of Complaint, and from selling or in any way disposing of the same or any that may now be or may have been removed from the said premises, by the said J. P. Jones his agents and attorneys. But the Plaintiff is not to have the benefit of this order until he shall enter into bond with sufficient security in the Clerk's Office of the Circuit Court of Isle of Wight County, payable to the said J. P. Jones in a penalty of five hundred dollars, conditioned to abide by the future order or decree of the Court, as to it shall seem just and proper and to pay all such costs as may be awarded against him and all such damages as shall be incurred, in case this injunction shall be dissolved. And on like motion of the Plaintiff and for good Cause shown R. S. Thomas is hereby appointed Receiver who shall take charge of the said Pear nuts & sell them and make report of his proceedings under this order to the Court. But the said R. S. Thomas shall not execute this order until he shall enter into bond with sufficient security

Jas H Jones

Homestead deed.

July 4th 1884.

A. R. D. on cty. comm.
in chcy.

"

There record this
and 8 other papers
NAME. His
RECORDED

Return to me as
soon as you
can. I send the
original

1884
E. J. Jones. July 9.

J. P. Jones

Recorded in Book
No 47, pg: 725

Tax. 50

Fee. 1.25-

Chg? \$1.75-

In the clerk's office of the County
Court of Isle of Wight County, the 4th
day of July 1884. This deed of Jas. T.
Jones declaring his homestead, was
admitted to record on the annexed
Certificate of N. C. Boykin a com-
missioner in Chancery.

Teste, C. F. Young clk
for James A. D. C.

and I do hereby assign, set apart
and claim the property aforesaid as
my homestead exemption, in ad-
dition to the property exempt from
levy or distress under the 33^d section
of the 49th Chapter of the Code aforesaid.

In testimony whereof I the said
Jas J Jones have hereunto set my
hand and affixed my seal this
3^d day of July 1884

James J Jones

Seal

Jen of High County Doris.

J. R. Roykin

a Commissioner in Chancery
for the Circuit Court for the
County aforesaid in the State of
Virginia, do certify that Jas J Jones
whose name is signed to the
writing hereto annexed bearing
date on the 3^d day of July 1884,
has acknowledged the same before
me, in my said County,
before under my hand this
3^d day of July 1884.

R. R. Roykin, J. Court

Know all men by these presents,
that I, Jas V Jones, a Householder
and head of a family, of the County
of Alle of the State of Vir-
ginia, for the purpose of sec-
uring the benefit of my Homestead
Exemption, under Chapter 183 of
the Code of Virginia of 1873, do
by virtue of the fourth section of
said Chapter, hereby declare my
intention to claim as my Home-
stead Exemption, free from levy,
seizure, sale or sale, the
following personal property, to
wit,

A lot of Peanuts on the
vines, being about 150 bushels of
peas, and now in a Pea house on
the lands of Nelson Prudden in
said County, occupied by the said
Jas V Jones during the year 1883,
valued at

15 bushels of peanuts	148.50
Forage for deer	14.55
Forage for deer	10.00
3 bushels of corn	13.50
Lot of fowls	10.00
Household & kitchen furnishings	
in excess of that exempt by law	10.00
as aforesaid	\$206.55