

1927-013 Chancery Causes: Walter Bindson vs C. A. Snyder

450

Dee of Wight County

5a

Maeter Bandson

vs. ay.

A. A. Snyder.

a copy.

Dest. A. A. Sanders

ack

No.

Know all Men by These Presents: That we C. F. Whitley,

principal ,

and

The Fidelity and Deposit Company of Maryland,

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One Thousand,

Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, the said

C. F. Whitley,

principal ,

has hereto set his hand and affixed his seal;

and the said

Fidelity And Deposit Company Of Maryland,

surety ,

by

R. A. Edwards,

, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said

R. A. Edwards,

, its said agent and attorney

in fact, this, the

30th

day of

October

A. D. 1924.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound C. F. Whitley, who was by a Decree in the Chancery cause of Walter Birdsong Vs. C. A. Snyder, entered in the Circuit Court of the County of Isle Of Wight, Virginia on the 23rd day of October, 1924, named as Receiver,

shall faithfully discharge the duties of his office or trust as such Receiver

, then the above obligation to be void, or else to remain in full force and virtue.

C. F. Whitley [SEAL]

Fidelity & Deposit Co of Md.

By R. A. Edwards

Its duly authorized agent and attorney in fact.

Attest: _____

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 30 day of Oct- 1924 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

Halter ^{3a} Birdsong-

vs Bond.

C. L. a. Snyder.

Find-

Oct. 18-1924.

John N. A. Edwards.

Ch.

No.

Know all Men by These Presents: That we Walter Birdsong

principal ,

and

John Jenkins,

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Seven Hundred

Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, The said Walter Birdsong,

principal ,

and the said John Jenkins,

surety ,

have hereunto set their hands and affixed their seals this, the 18th

day of

October

A. D. 1924 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Walter Birdsong

shall pay all such costs as may be awarded against the Complainant herein after mentioned, and all such damages as shall be incurred in case the said Injunction shall be dissolved which has been granted to Walter Birdsong upon his bill in Chancery this day filed in the Circuit Court of the County of Isle Of Wight, enjoining and restraining C. A. Snyder from in any way molesting or interfering with the said Walter Birdsong or his employees and helpers, while they are working upon the Rock-wall farm in Isle Of Wight County, in and about the work of digging and harvesting a certain crop of peanuts upon the said land which is the subject matter of the aforesaid suit.,

shall faithfully discharge the duties of his office or trust as such

, then the above obligation to be void, or else to remain in full force and virtue.

A. D. 19

Walter Birdsong

[SEAL]

John Jenkins

[SEAL]

[SEAL]

R. A. Eamon, Witnesses.

[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 18th

day of October 1924, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Eamon

Clerk.

A Copy.

Attest. R. A. Eamon.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

WALTER BIRDSONG,

Plaintiff.

vs. In Chancery.

C. A. SNYDER,

Defendant.

MEMORANDUM.

The Clerk will please issue a writ of summons against the above defendant to answer a bill in chancery and make the same returnable next rules.

Coleman Wells,
p. q.

October 17th, 1924.

VIRGINIA:
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY.

WALTER BIRDSONG,
Complainant.

v. In Chancery.

C. A. SNYDER,
Defendant.

MEMORANDUM.

Filed. Oct. 18-1924.

Pro case issued.

<i>Dep. Clerk</i>	<i>10.00</i>
<i>" 8th</i>	<i>1.00</i>
	<i>11.00</i>

Coleman & Willis,
p. q.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

WALTER BIRDSONG,

COMPLAINANT,

vs. IN CHANCERY.

DECREE.

C. A. SNYDER,

DEFENDANT.

This cause came on this day to be again heard upon the papers formerly read, the report of Receiver C. F. Whitley, filed in this cause, and the evidence of witnesses who testified in open court,- this cause, by agreement between counsel for the complainant and the defendant, having been heard in open court; and was argued by counsel;

UPON CONSIDERATION WHEREOF, the court being of opinion from the evidence and the report of Receiver C. F. Whitley, who was appointed receiver for the purpose, that the said C. F. Whitley, took charge of the peanut crop, dug and harvested the same, paid the expenses of same, ~~sold the said peanuts, and from the~~ proceeds of said sale, paid to the defendant the amount of money owing to him by the complainant and in settlement of money advanced the complainant by the defendant, and also paid to the defendant his share of the proceeds of the sale of said peanuts, and after said expenditures and settlement of accounts between the complainant and the defendant, there remained in the hands of said receiver from the sale of said peanuts, the sum of Two Hundred and Thirty-three and 27/100 Dollars (\$233.27); and the court being further of the opinion that the expenditures, settlement of accounts between complainant and defendant and the actions of the said receiver were proper, doth confirm the same and said receiver's report; and the court being further of opinion from the evidence

that the complainant Walter Birdsong, is entitled to receive the said sum of Two Hundred and Thirty-three and 27/100 Dollars (\$233.27), balance in the hands of said receiver, as and for his share in the proceeds of the sale of said peanuts, doth so adjudge, order and decree; and ~~the court~~ doth order that C. F. Whitley, Receiver, pay to Coleman & Willis, Attorneys for Walter Birdsong, Complainant, the said sum of Two Hundred and Thirty-three and 27/100 Dollars (\$233.27), the balance in his hands from the sale of said peanuts; and the court doth further adjudge, order and decree that C. F. Whitley be and he is hereby allowed a fee of Twenty-five (\$25.00) for his services as receiver in this cause, which is to be taxed by the Clerk as part of the costs of this suit; it is further ordered that the costs of this suit be paid by the complainant and the defendant, the complainant shall pay one-half of said costs and the defendant the other one-half thereof.

And nothing further appearing to be done in the above entitled cause, the same is ordered stricken from the docket.

7
VIRGINIA:
IN THE CIRCUIT COURT OF
THE COUNTY OF ISLE OF
WIGHT.

WALTER BIRDSONG,
Complainant,

vs. In Chancery.

C. A. SNYDER,
Defendant.

Decree.

Seen
E. H. Williams
Gen. F. Whitley,
att. for defendant.

1927
Jan. 5,
Enter the
1927

COLEMAN & WILLIS
ATTORNEYS & COUNSELLORS AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA

Book 8 361
Page

VIRGINIA;

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, IN VACATION ON THE 17TH DAY
OF OCTOBER, 1924.

Walter Birdsong.....Complainant

vs.

C. A. Snyder Defendant

ORDER

This day came the complainant, by counsel, and by leave of Court filed his bill of complaint, and it appearing to the Court, according to the allegations duly verified by oath in the said bill of complaint, that Walter Birdsong entered into a verbal agreement with C. A. Snyder, for the year 1924, to go upon the farm of the said C. A. Snyder and plant, tend and harvest a crop of peanuts, the proceeds of which said crops were to be divided equally between the said C. A. Snyder and Walter Birdsong, and that after the said crop was planted and tended by Walter Birdsong, and just before being ready for harvest, the said Walter Birdsong was driven from, and forced to leave the said farm, and it further appearing that the said crop of peanuts is now ready to be harvested and dug, it is therefore adjudged and ordered that the said C. A. Snyder be, and he is hereby enjoined and restrained from in any way molesting or interfering with the said Walter Birdsong or his employees and helpers, while they are working upon the said Rockwall Farm, in Isle of Wight County, in and about the work of digging and harvesting the aforesaid crop of peanuts. But before this decree shall become operative, the said Walter Birdsong shall enter into a bond conditioned, with surety to be approved by the Clerk of this Court, to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred, in case the injunction shall be dissolved. All of which is certified to the Clerk of this Court to be entered in vacation in the Chancery Order Book.

B. D. White

Judge.

A Copy,

Teste.

R. A. Edwards Clerk

By E. Kay Willis
S.

Virginia, In the Circuit
Court of Dale of Wright Co.

Walter Birdsong-
Complainant

To

C. A. Snyder.

Defendant.

Injunction and Restraining
order

Executed the within
injunction, this the
18th day of Oct, 1924,
by delivering a true
copy of the same to
C. A. Snyder, in person.
In Dale of Wright Co,
H. H. Chapman, Sheriff.

Sh' fee paid by R. A. E. Clark.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY. in vacation on
the 17th day of October, 1924.

WALTER BIRDSONG,

Complainant.

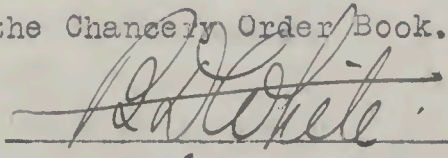
vs.

ORDER.

C. A. SNYDER,

Defendant.

This day came the complainant, by counsel, and by leave of Court filed his bill of complaint; and it appearing to the Court, according to the allegations duly verified by oath in the said bill of complaint, that Walter Birdsong entered into a verbal agreement with C. A. Snyder, for the year 1924, to go upon the farm of the said C. A. Snyder and plant, tend and harvest a crop of peanuts, the proceeds of which said crop were to be divided equally between the said C. A. Snyder and Walter Birdsong; and that after the said crop was planted and tended by Walter Birdsong, and just before being ready for harvest, the said Walter Birdsong was driven from, and forced to leave the said farm; and it further appearing that the said crop of peanuts is now ready to be harvested and dug, it is therefore adjudged and ordered that the said C. A. Snyder be, and he is hereby enjoined and restrained from in any way molesting or interfering with the said Walter Birdsong or his employees and helpers, while they are working upon the said Rockwall Farm, in Isle of Wight County, in and about the work of digging and harvesting the aforesaid crop of peanuts. But before this decree shall become operative, the said Walter Birdsong shall enter into a bond conditioned, with surety to be approved by the Clerk of this Court, to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred, in case the injunction shall be dissolved. All of which is certified to the Clerk of this Court to be entered in vacation in the Chancery Order Book.


-Judge.

3
VIRGINIA:
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY.

WALTER BIRDSONG,
Complainant.

vs.

C. A. SNYDER,
Defendant.

INJUNCTION AND RESTRAINING
ORDER.

Vacatur. 10/17/24.

*Filed & Rec.
10/18/24*

*Book 8
page 234*

VIRGINIA: Clerks office of the Circuit Court of the County of
Isle of Wight *DC* *17*, 19 *24*, at *1* O'clock *P.*M.,
Injunction order
this ~~and~~ was received and with the certificate annexed, admitted
to record.
Teste *R. G. Saunders* Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

In Vacation. On the 23rd day of October 1924
Walter Birdsong,)

Plaintiff.

v.) In Chancery.

C. A. Synder,)

Defendant.

This cause came on this day to be heard upon the complainant's bill, the injunction heretofore awarded, the motion of defendant to dissolve the said injunction, the answer of the said defendant, and the statement of counsel on both sides agreeing to appoint C. F. Whitley, Receiver, with the further understanding that no rights are to be prejudiced by this decree, and was argued by counsel.

On consideration whereof, the Court doth ADJUDGE, ORDER and DECREE that C. F. Whitley, who is hereby appointed receiver for the purpose, do immediately take charge of the said peanut crop, dig and harvest the same, and in doing said acts he is hereby especially authorized to employ such force as may be necessary and after said peanuts are picked off, he shall store said peanuts.

But before the said C. F. Whitley shall do any act under this decree he shall enter into a bond before the Clerk of this Court, in the penalty of One Thousand Dollars, with ^{surety}~~security~~ deemed sufficient by said Clerk, conditioned for the faithful performance of the duties of the said C. F. Whitley, Receiver, under this or any future decree in this cause.

And the said Receiver shall make report to Court how he has executed this decree and this cause is continued.

all of which is certified to the Clerk of the Court to be entered in the Chancery Order Book in Vacation.

C. F. Whitley

VIRGINIA: Clerk's office of the Circuit Court of the County of
file of Wight Oct. 28, 1924, at O'Neale
recess was received and with the certificate annexed, admitted
to record.

Teste R. R. Edwards Clerk.

7
IN THE CIRCUIT COURT OF
THE COUNTY OF ISLE OF WIGHT.

WALTER BIRDSONG,

v.

C. A. SYNDER.

DECREE.

We hereby consent to

~~this decree.~~

Accepted
Wm. H. White
Olman & White
P. H.

Book 8
page 234

CROCKER AND CROCKER
ATTORNEYS AND COUNSELLORS AT LAW
B. AND L. BUILDING
PORTSMOUTH, VIRGINIA

Oct 23.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

Walter Birdsong,.....Complainant.

Vs.

C. A. Snyder,.....Defendant.

TO THE HONORABLE JUDGE OF SAID COURT:

The undersigned, C. Fairfield Whitley, Receiver appointed by decree heretofore entered in this suit, respectfully reports as follows: That he did take charge of the property committed to his hands as Receiver in this cause; that he has disposed of same and that he is filing herewith a statement showing the sale of said property together with all cost and expenses attendant thereupon, which statement is to be taken as a part of this report; that after the payment of said cost and expenses and the payment of the share in said proceeds due C. A. Snyder, that there remains in the Receiver's hands the sum of Two Hundred Thirty-three Dollars and Twenty-seven (\$233.27) cents, to be disposed of as by the Court directed.

Respectfully submitted.

C. Fairfield Whitley
Receiver.

To Birdsong Account due C. A. Snyder,	
from May 24th to August 23rd, 1924 - - - - -	\$112.23
Aug. 27th, to work for cutting weeds in peanut field	3.00
" " To work pulling weeds in peanut field	3.75
Sept. 18th, To pulling weeds - - - - -	3.00
To interest on \$112.23 - - - - -	7.20
Oct. 20th, To work digging peanuts - - - - -	67.21
" " To 756 peanut sticks - - - - -	15.12
Nov. Paid for labor for picking peanuts - - -	36.00
" Paid for picking 95½ bags peanuts @35¢ -	33.43
" Paid for 96 peanut bags at 18¢ - - - - -	17.28
Dec. To Insurance on peanuts - - - - -	2.00
Feb. To storage on peanuts - - - - -	9.50
" To interest on above account from Oct. 1st,	3.50
Feb. To hauling 95½ bags peanuts to Smithfield,	
@7¢ - - - - -	6.68
	<u>\$320.20</u>

Amount of peanuts sold, Feb. 5, 1925, to American Peanut Corporation.

176 bags weighed	14956 lbs.
<u>15 bags rat eaten,</u>	<u>1179 lbs.</u>
191 bags.	16135 lbs.

Peanuts sold for 7¢	7¢
	<u>\$1129.45</u>

Birdsong was to receive one-half of the peanuts for his labor

Birdsong's share - - - - -	2) <u>1129.45</u>
	\$ 564.72

Amount Birdsong owed Snyder and expense of harvesting	320.20
	<u>\$244.52</u>

Snyder's time	11.25
	<u>\$233.27</u>

Amount due Birdsong

8

Walter Birdsong,
Complainant.

VS.

C. A. Snyder, Defendant.

REPORT of
C. Fairfield Whitley,
Receiver.

C. FAIRFIELD WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VIRGINIA

January 31st, 1927.

Received of R.A. Edwards, Clerk, the sum of \$35.00;
\$25.00 of this amount being due me as Receiver in
the case of Walter Birdsong vs. C.A. Snyder, and \$10.00
for two premiums on bond which was paid by me.

C. Fairfield Whitley
Receiver.



ISLE OF WIGHT, VA January..12th.....192..7.

IN RE CASE OF Walter Birdsong Vs. C. A. Snyder,

To R. A. EDWARDS Dr.

CLERK OF THE CIRCUIT COURT

Of Isle Of Wight County

COMMISSIONER IN CHANCERY

Prompt settlement of accounts rendered insures prompt attention to future work.

To writ tax	1	50
Clerks fees	12	75
Sheriff's "	1	50
Taxed Atty fee.,	15	00
Receiver fee allowed by Court.,	25	00
Bond premium on Receivers bond 2 years,	n 10	00
	2 }	65 75
One half to be paid by C.A.Snyder,	32	87

Due by Birdsong 32 88
Less Dep - 11 00
Bal 21.88

1275-
150
1425-

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

Walter Birdsong,.....Plaintiff,

vs) In Chancery

C.A.Snyder,.....Defendant.

To Walter Birdsong:

Take notice that on October, 23rd, 1934, at 11 o'clock
A.M. in the Circuit Court room of the City of Portsmouth,
Virginia, I shall move the Hon. B.D.White, Judge of the Cir-
cuit Court of Isle of Wight County, Virginia, in vacation
to dismiss the bill and dissolve the injunction heretofore
granted in this cause on October 17th, 1934, for the follow-
ing reasons, to-wit:

1st:- The said complainant has an adequate remedy at law-

2nd:- The complainant has no title to the peanuts in contro-
versy-

3rd:- No irreparable injury can be done the complainant
in this cause-

4th:- Because a Court of Equity will dissolve an injunction
that does a greater damage to the defendant than its dissolu-
tion will do to the plaintiff-

5th:- The complainant having defaulted in the performance
of his part of the contract can expect no relief in Equity
where he must come with clean hands-

22 CVC.852

6th:- Equity will not enjoin the breach of a contract by the
employer even though in dismissing his employee he directly
violates the contract-

22 CVC.856

7th:- Equity will not enjoin the commission of a crime.

J. F. White }
E. H. Williams } By C. A. Snyder
By Counsel.

5

Birdsong,
vs.
Snyder,

Notice to
dissolve partnership
between
Coleman & Mellis
P. 97

Oct-23-74
Filed

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon C. A. Snyder,

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in October, 1924, to answer a bill
in chancery exhibited against ^{him} ~~them~~ in our said Court by

Walter Birdsong-----

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 18th day of October, 1924, and in
the 149th year of the Commonwealth.

Virginia;

In The Clerks Office Of The Circuit Court of the County of Isle Of Wight;
October 18th, 1924.

I, R. A. Edwards, Clerk of the Circuit Court aforesaid, do hereby certify
that the bond required by the Injunction hereto attached has been given
in the penalty of Seven Hundred Dollars with surety deemed sufficient and
filed in my said office as the law directs.

Given under my hand this the day and year first above written.

A Copy. Teste R. A. Edwards Clk. R. A. Edwards Clerk.

4

Walter Birdsong.,

Vs. Chancery.

C. A. Snyder.,

Returnable to Second October
RULES. 1924.

Executed in Dec of
Hight Co., This the 18th
day of Oct. 1924 by
serving a true
copy of the same
on C. A. Snyder, in
person,
H. H. Chapman, Sheriff.

Filed 10/21/24

Shf fee paid by R.A.C.

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

-----oOo-----

Walter Birdsong,.....Plaintiff

vs.

C. A. Snyder,.....Defendant.

-----oOo-----

The answer of C. A. Snyder, the defendant to the bill of complaint filed against him in the Circuit Court of the County of Isle of Wight, State of Virginia, by Walter Birdsong, plaintiff:

This defendant, now and at all times hereafter, saves to himself all manner of benefit and advantage of exception, which can or may be had or taken to the many errors, uncertainties and other imperfections in the said bill contained, for answer thereto, or to so much and such parts thereof as this defendant is advised it is material or necessary for him to make answer unto, answering, says:

That this respondent admits and states that he employed the said Walter Birdsong for the year 1924, and that for such services the said Walter Birdsong was to receive the sum of One Dollar (\$1.00) per day, rain or shine, free house rent and fire wood, the free use of a cow to be fed by your respondent; and, should receive at the end of the year, as additional compensation, one half the proceeds from the sale of about Eleven (11) acres of peanuts to be grown on the farm of said respondent, to be planted, cultivated and harvested in manner and form as dictated by your said respondent; the said one half interest in the said amount of peanuts being in the nature of a bonus or additional compensation for faithful service for the entire year; it being understood that the said com-

-2-

plainant should have the free use of your respondent's team and farming implement but the said complainant to do and perform all work necessary to the cultivation and harvesting of the said crop and also to furnish the seed.

Your respondent further states that the said complainant did enter into the employment of your said respondent as agreed upon, for the year 1924, and has continued in said employment; and, that about eleven acres of peanuts were planted and have been cultivated until the month of August of this year, when the said complainant, without cause or justification, left the employment of your respondent and has not returned to continue in the services of your respondent as agreed upon; and, your respondent was compelled to complete the cultivation of the said peanut crop; your respondent further states and alleges that since the said complainant has refused to continue in the services of your said respondent and to further carry out the said agreement that the said complainant has no interest, whatever, in the said peanut crop; that the said Walter Birdsong is indebted to the said respondent in the sum of \$ 123.28; that said respondent has also suffered damages on account of the failure of the said complainant to remain in the services of your respondent; that the whole purpose of making the said agreement was that the said respondent might have sufficient labor to carry on his farming operations during the year 1924.

Your respondent specifically denies that he has ever at any time made any threats towards the said complainant or his family; that he did not compel the said complainant to move from the said farm; that he ever assaulted your complainant's wife; that the said complainant

-3-

worked the said crop of peanuts to a point where further work was not necessary, until digging time came; that the said complainant has worked said crop of peanuts since he left said farm; but, admits that unless the peanuts are immediately dug that they will become of no value and states that a loss has already occurred on account of the injunction heretofore awarded in this cause.

Your respondent hereby specifically denies every allegation in the said bill, not specifically admitted, and calls for strick proof to the same.

And, now having fully answered the complainant's bill, your respondent prays to be hence dismissed with his costs in this behalf expended, and that the injunction heretofore awarded in this cause be dissolved.

C. A. Snyder
By Counsel.

William E. H.
Whitley Secy,

6
Walter Birdsong

vs)

C. A. Snyder.

A_N_S_W_E_R.

Oct 23-24
Filed

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

To the Honorable B. D. White, Judge of said Court:-

Humbly complaining, your complainant, Walter Birdsong, sheweth unto your Honor the following case:

That on the ____ day of February, 1921, your complainant entered into a verbal agreement with C. A. Snyder, who was the owner of that certain farm in Isle of Wight County, Virginia, known as the "Rockwall Farm", to cultivate said farm; it being specifically understood and agreed between your complainant and the said C. A. Snyder, that your complainant should cultivate the said land and raise peanuts thereon; it also being understood and agreed between your complainant and the said C. A. Snyder, that the said C. A. Snyder was to furnish the land and the teams necessary to cultivate the said land, and your complainant was to furnish the peanut seed and to do all the labor necessary to cultivate and harvest said peanuts, and that when the said crop of peanuts had been dug and harvested, that the same should be divided equally between your complainant and the said C. A. Snyder, share and share alike; or in other words, your complainant and the said C. A. Snyder should each be entitled to one-half of the said peanuts, or to the proceeds of the sale of one-half of said peanuts; and that pursuant to the aforesaid agreement, your complainant had planted and harvested crops of peanuts on the aforesaid farm during the years of 1921, 1922, 1923, and that during each of the preceding years aforesaid, your complainant and the said C. A. Snyder had divided the crop of peanuts, or the proceeds of the sale thereof, in shares of one-half each; and that during the Spring of 1924, pursuant to the aforesaid agreement, your complainant went upon said farm and planted a crop of peanuts, and that since planting said

crop of peanuts, your complainant has worked and tended said crop of peanuts until the same is now ready to be dug and harvested; that on the ____ day of August, 1924, the said C. A. Snyder came to the home of your complainant, and without any cause or excuse whatever, assaulted and beat the wife of your complainant with a large stick; and that by reason of his conduct then and threats made by the said C. A. Snyder against your complainant and his family, he was compelled to move from the said farm, notwithstanding the fact that he had a large crop of peanuts planted on said farm, having worked the same to a point where further work was not necessary until digging time came; that your complainant has looked after said crop of peanuts since he left said farm from the causes-aforesaid, and that now the said C. A. Snyder has prohibited him from going on said farm and digging the said peanuts; and your complainant further represents that he believes when the said peanuts are dug they will aggregate 200 bags, and the present market price will be seven (\$7.00) dollars per bag, or about fourteen hundred (\$1400.00) dollars; and your complainant further alleges that unless the peanuts are immediately dug that they will become of no value whatever, and will be a total loss, both to your complainant and the said C. A. Snyder; and your complainant further alleges that he is perfectly willing and anxious to go ahead and harvest the said crop of peanuts, and that the same shall be equally divided between your complainant and the said C. A. Snyder, according to their aforesaid agreement. And your complainant further alleges that on account of the bad and dangerous temper and disposition of the said C. A. Snyder, and on account of the orders given to him by the said C. A. Snyder, not to go upon the said land and harvest said crop of peanuts, that he is afraid that the said C. A. Snyder will do him serious bodily harm, or that he will get into some trouble which he cannot now foresee.

3.

In tender consideration whereof, and for as much as your complainant is remediless in the premises, save in a court of equity, where matters of this sort are alone properly cognizable and relieveable, he therefore prays that the said C. A. Snyder be made a party defendant to this bill, and required to answer the same, but not under oath, answer under oath being hereby expressly waived; that due process may issue requiring him to appear and answer the same; that the said C. A. Snyder be enjoined and restrained from in any way interfering with your complainant while he is digging and harvesting the said crop of peanuts, or from doing him any physical violence while on said farm in pursuance of his said work of digging and harvesting said crop of peanuts, and that your complainant may have such other, further and general relief as the nature of his case may require, or to equity shall seem meet.

And he will ever pray, etc.

Clement Willis
p. q.

Walter Birdsong

STATE OF VIRGINIA,

CITY OF NORFOLK, to-wit:

This day personally appeared before me, Fred E. Martin, a Notary Public, in and for the city and state aforesaid, Walter Birdsong, who made oath that the matters and things contained in the foregoing bill are true to the best of his knowledge and belief.

Walter Birdsong

Subscribed and sworn to before me this the 17th day of October, 1924.

Fred E. Martin
Notary Public.

2
VIRGINIA:
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY.

WALTER BIRDSONG,
Complainant,

vs. In Chancery.

C. A. SNYDER,
Defendant.

PETITION.

10/17/24.
Filed.
R. A. Eames D.

COLEMAN & WILLIS
ATTORNEYS & COUNSELLORS AT LAW
CITIZENS BANK BUILDING
NORFOLK, VIRGINIA