

1933-009 Chancery Causes
Isle of Wight-County

Jonathan Sankford vs Stephen H. Sankford
Stephen H. Sankford vs Jonathan Sankford

532

other surnames: Copper smith
Duke, Edwards, Holland, Blunt
Cutchin, Cutchins

Nov 25. 25.

Dear Sam.

Please file this letter in Larkford &
Larkford. Rados is coming here for
tonight. Am going to Birmingham Tuesday.

Sincerely
Y. B. B.

Record and send

bill to

E Frank Story.

11-9-28.

11-9-28

(1)

Franklin, Va. 12/22/77.

Dear Cousin Jonathan

Referring to your place
I have plenty substantial
witnesses to prove you turned
it over to me. I have
witnesses to prove most
what you have told is
wrong. I have witnesses to
prove you have interfered
and caused me great loss
now if you want to Law
Law all you want I am
going to carry it to the full
extent. I shall cultivate it
next year and Baker Saunders
will remain their. You talk
about what I had no right
to do. you have said and
done lots that were wrong and
you had no right to do.
after paying Cousin Julia debts
you had no right to her
money in the Bank & intended

for it to stay there and keep
it to keep you with and
someone will have to make
it good. Wright is wrong is
wrong if you want to do right
and treat me right you will
stop lawing and I will treat
you right though if you keep
lawing I am going to carry it
to the full extent and you
then will find out what is what
yours truly

S. H. Garfield.

#7
(2)

Franklin, Va 4-10-28.

Cousin Jonathan,
All this rangling which
you have brought about
is useless and all made
for and the more you
rangle the worse it is
for you and me both
as I told you, you
have taken everything
in the opposite of what
it is. you just get the
wrong conception of everything
now I will once more
make you a proposition
which will be better

for both of us. Neither
of us will be living
many more years and
and we should make the
best of it while we
can. I had not spoke of
it yet though I had it in
mind when I spoke to you
about cutting the timber
to build up houses to
live in and move our
there and go to saving
Sack and Patsy and
Gruck which would be
somuch better for both
you and myself. Though
you put me off
before I could do a thing
I expect to cultivate it

if it is cutthroated and
if I should be the longest
liver I expect to have
it and what the use
to keep bothering me
I will give you \$150⁰⁰
per year or \$1200 per
month as long as we
both live and after I
get built up and move
there you have a home
on the place your life
now if you will do this
it will be better for
us both and if you
want as I told you I
am going to stand up
for my self as long as
I live let me know
S. H. Garbford

#4
2

Cousin Johnathan
As I told you you take
everything in the song light
I and you both know I am
the best friend you have
others talk to you and you
listen to them, though I
am the one doing and
bearing the burden, as I
told you I will build you
a room and have someone
to do for you if you will
turn everything over to me
and give me a written agreement
and you have nothing to
do with it. you have nothing
to do but eat and sleep and
go where you want when you
want. I have got to know
something at once exactly

What to depend on as I am
going to get strictly out of
it or in better shape
at once you can hit me
at once what to depend on
S. H. Larchford

(4) 4

Franklin, Va 9-11-28.

Mr Jonathan Lampford.

Franklin, Va.

Dear Cousin Jonathan
I wrote you some ^{time} ago and have
not heard from you.

As I told you you take everything
in the wrong exactly opposite of what it
is I will once more make you an
offer I will give you \$120⁰⁰ per year
by the month and 2 acres of Land
and have it plowed for you and I
will Build and move over there and
you can use your own pleasure
you can stay with me and eat
with me or you can have a
separate room on Board with me
and you have your support off
the place such as is raised
there.

or if you don't want to do that
I will have some one to Cook
and wash for you. You say I have
talked rough to you. I would not
if you had not given me the
occasion to. You know I am the
best friend you have I have and
will stick to you when all others
fail they proved it when your
sister was so feeble who done
for you then and who will do
for you when you get feebler
and not able to help yourself
The Church nor Lee Watkins Eather
and doing any further than the
money goes they have proven it
I stick to you all when all others
failed. Now I want to know

by Friday Sept 13th ~~exactly~~
What I depend on, I am
not going to be baffled
about as in the past any
longer and the easiest and
best way is the right way
to do things. Now I am
looking to hear from you
by Friday morning ~~exactly~~
what you will do.

Yours Truly

S. H. Garretford.

Box 93

Franklin, Va

(5)

1

Franklin, Va 8-22-28.

Jonathan Lambford.

Franklin, Va;

Dear Cousin Jonathan

As I told you. you take every-
thing in the opposite and by
doing so. you make it much
harder for yourself. When you
came to console me and all
the things on me you have
you know it is wrong and
you know, know me and
you know I have been the
best friend you have on Earth
and really you do not believe
a thing you have told me
me it is just a notion of
yours. And even now if you
want to do the best for your
self if you will do as I advise
you you will find you will
be better off though if
not you will have to abide

LV

7

by the consequences.

If you want to treat me right, I will start as I did last year I will come over there fix up the Building. Build you a good room Hire someone to Cook and wash for you give you two acres Land to do your Trucking on which is as much as you can cultivate and give you the \$10⁰⁰ per month as per our agreement. And just as soon as I can the Building in proper shape I will move over there.

You are trying to do something for the Church and Watkins. Have you stopped to think what the Church and Watkins owe of the leaders in the Church done for you when (she was so afflicted did one of your sisters)

of them even put their foot
there to see how you and she
was did, they love the stillest
help in time of need. I at
your request swaroud and spent
my money and time trying to
get her to Williamsburg I went
up there and then could not
get her in. And in order then
to make it better for you and
her I went to the Church and
offered to Board Lodge and clothe
her and pay one half cost for
someone to stay with her and
look after her if the Church
would just pay the other half
did they come to see her did
they do the stillest thing for
her not so much as even the
stillest not even come to see
her. Did Watkins come to
see you and offer to help
you in time of trouble Nay
Nor did I come have I ever
come and done anything at
all for you all have I been

6
a friend to you all. I have been
counseling for many years when
there was not any prospect of
a pension coming my way
and doing all in my power
for you all I could. I want
to ask you after your sister
was unable to pay the Church
and go to the Church did one
of them come to see her and
loan a helping hand. May not
not one of them come. And
I tell you frankly and with
all earnestness they do not care
one whit more for you and
not even as much as they did
her. Other than what they
get How many times did Lee-
Watkins ^{come} to see you when
you were in trouble when
there wasn't any money for
him. I will tell you frankly
I do not want any such
church nor any such Religion

✓
Nor any such People for
my dependance who treated
you and Lemuel Johnson
as they did in time of
affliction and death. And when
your money plays out and you
are not able to work they
want treat you any better
than they did her. As you have
told other things on me you
may say I would be the same
though, I say to you you cant
say this truthfully of me because
you know I dont my best
years ago when there werent
a prospect of a cent
after all I have done and the
Church done nothing you
had rather the Church have
what you have than I all I
ask of you cant. Your
conscience just thinks you need to
think
Yours Truly S. H. Lathford.

EXHIBIT "A" WITH ANSWER AND CROSS-BILL OF S. H. LANKFORD

In the name of God, Amen. We, Johnathan Lankford and Julia Ann Lankford, being of sound and disposing minds, do make this our last will and testament as follows:

FIRST: We desire that our bodies ~~may~~ be decently buried in a manner corresponding to our estate and situation in life.

SECOND: We desire that all our just debts shall be paid as soon after our decease as may be convenient.

THIRD: We give, devise and bequeath unto our beloved Cousin, Stephen H. Lankford, all of the property of which we shall die seized and possessed, whether real, personal or mixed, and if the said Stephen H. Lankford shall die without lawful issue of his body, then it is our desire that all of said property shall descend to his wife, Annie May Lankford, if she survive him, otherwise the said property shall vest in fee simple in the said S. H. Lankford.

We nominate and appoint our beloved Cousin, Stephen H. Lankford as Executor of this our last will and testament and desire that he be permitted to qualify without security.

It is our will and desire that no part of this will shall become effective until after the death of both of us.

Given under our hands and seals this 5th day of January, 1924.

(Signed) Julia Ann Lankford (SEAL)

(Signed) Jonathan Lankford (SEAL)

Signed, published and declared by Johnathan Lankford and Julia Ann Lankford, as and for their last will in the presence of us, who in their presence, at their request, and in the presence of one another, have hereunto subscribed our names as witnesses.

(Signed) D. A. Holland

(Signed) J. H. Holland, Jr.

No.

Know all Men by These Presents: That we Johnathon Lankford,

principal ,

and

R. E. L. Watkins

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One 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 Johnathon Lankford

principal ,

and the said R. E. L. Watkins,

surety ,

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

17th

day of

April

A. D. 19 28

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Johnathon Lankford who was on the 11th day of April 1928, granted an injunction by the Circuit Court of the County of Isle Of Wight, Virginia restraining S. H. Lankford ~~from~~ his agents employees or tenants from ~~the~~ cultivation of or the trespassing on the lands of the Complainant in the bill ^{mentioned} this day filed, shall pay all such costs and damages as shall be ~~assessed~~ ^{awarded} against him in case the said injunction shall hereafter be dissolved,

~~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 .

.....

Johnathon Lankford [SEAL]

.....

R. E. L. Watkins [SEAL]

.....

..... [SEAL]

....., Witnesses.

..... [SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 17th

day of April 19 28 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

#532

Jonathan Hankford

B: Bond

S. H. Hankford

Filed: 4-17-28

Sub: R. A. Edwards, Clerk

Per: E. M. Whitley D.C.

R. E. L. WATKINS
ATTORNEY AT LAW
Commonwealth's Attorney for Southampton County
FRANKLIN, VIRGINIA

July 12" 1928.

Mr. R.A. Edwards, Clerk,
Isle of Wight C.H., Va.

Dear Mr. Edwards:-

In the matter of Commonwealth vs S.H. Lankford
for violation of an injunction order.

Please summon Joe Key as a witness for the
Commonwealth to appear before the Judge of the Circuit
Court of Isle of Wight County on the 25" day of July
1928.

Joe Key resides in Franklin.

Yours respectfully,

R.E.L. Watkins

R.E.L. Watkins.

RELW:amc

R. E. L. WATKINS
ATTORNEY AT LAW
Commonwealth's Attorney for Southampton County
FRANKLIN, VIRGINIA

Aug. 31" 1928.

Mr. R.A. Edwards, Clerk,
Isle of Wight, Va.

Dear Mr. Edwards:-

If you have not issued a subpoena for Joe
Kee as a witness for the Commonwealth vs Lankford,
please do so at once. If you will return by Mr.
Councill the paper, I can have it served tomorrow.

Yours sincerely,

R. E. L. Watkins
R.E.L. Watkins.

RELW:amc

E. FRANK STORY

ATTORNEY AT LAW

OFFICES

COURTLAND AND FRANKLIN, VIRGINIA

Courtland, Va., Nov. 2, 1928

IN RE: JONATHAN LANKFORD VS. S. H. LANKFORD:

Mr. R. A. Edwards, Clerk,
Isle of Wight, Va.

Dear Mr. Edwards:

In the above suit, please summons for
the defendant to the 8th day of November, 1928,
the following witnesses:

Harry E. Fowler
Geo. M. Gray
Walter M. Harris
H. H. Ingram
Charles E. Davis

All of these parties live in Southampton
County except Mr. Davis, your Commissioner of the
Revenue, who resides in your county. Please for-
ward the summons for Southampton to me, and I will
deliver them to the Sheriff.

Very truly yours,

E. Frank Story
E. Frank Story

0

EFS/RMO:

D

Lankford & Lankford

W. H. Halland

Witness Hall - James due execution -
Knew her 30 or 40 yrs - I don't know anything about
her mind. But I don't think her mind
was sound - She did nothing to indicate that
she did not know what she was doing - She
was more about five different parts of a church
like a child - I know nothing about her
mind - never talked with her within 1 yr of
her death

J. H. Halland - I knew her many yrs - Anna
Witness - Did not observe her mental
condition - She was old & feeble - She had
her work to do - She was more from
place to place in the ch - put her money in
box - knew where to put her money -

Mrs -

Witness - Knew her all my life - knew
about 1 mi. from me - saw her often - visited her
I tried to talk with her - But she didn't have
mind enough to talk - for 3 yrs before her
death she had no mind - didn't know
enough to make a will - for 3 yrs -

X - She did know it was me - then her mind
went right off - She didn't go to ch for many
yrs or 2 before her death - I went over
there several times her brother had to keep
her locked up to keep her from running away
just go over & spend a morning - or an afternoon -
just be there for 5 hrs at a time - She could
do her work - She didn't have sense enough to pay

her food - she Polite and mild -

Dr. Cutchins - Franklin P. Knew her. 1924
 Dr. Cutchins is 1924 Sept - Her mind seemed
 all right - Answered all my questions
 intelligently - talked a great deal - her mind
 was all right - She ask pay me - I asked see
 her at ch. her mind was in good so far
 as I could see.

Robertta Blunt (Colored) Knew her - I worked
 for Mr. Stephen Lantford all time - She came
 in Kitchen told me she had signed my will
 & have given our property to Stephen - she said
 I have some money in bank & after her burial
 expenses were paid, she wanted Stephen to have
 it - We lived near by - Stephen Lantford
 lived there & he lived there & was raised by
 them & looked after them - I always saw her
 then - Her mind was all right.

X - She told me in Jan 1924 she went to the
 home of Stephen Lantford for 3 mos - I worked
 there for 3 mos her mind was all right.

Miss Amelia Stone - I was at Stephen Lantford
 as a member of his family - She told me
 the day she made the will that she & Bud had
 made a will & had left their property to
 Stephen - he had done more for them & many
 one else - her mind was all right -
 She talked about other matters & talked
 intelligently -
 Rich

Wilean, Wilean

1230th 683

⁴
Lankford

^u
Lankford

Appeal from
probate court.

May 15. 24.

Endemic

(1)

Luckford 3
Luckford 3
Luckford 3

Jonathan Luckford:

Am 76 yrs. old Aug. 2. 28 - verbal agent 1887
for the clearing of 10. for m. & farm, tool & horse.
Did not agree to see him from. Did not
pay his rent except \$50. - Next agreement
was made in Mar 1927. He told me my furniture to be
home - sold some of furniture & did not pay me for that
Stephen tore down house & brought same to the place in Franklin.
Built a garage - he also hauled my lumber away for
which I paid \$70. - He got no improvement in the place
in 1927. He told me that we must divide for himself
nothing more & I was to get 11/2 of my things etc.
I left Stephen Oct. 27. 1927. He gave me a check for the money
5 letters introduced

X - Feb. 1892, March 1912. Sir. David Jan-
ned 1917, June 1926, wife died 1912
all alone -

Cutcher - Lived 1/2 from farm. & go on when
frequent. Saw no improvement in 1927 -
go when there about 15 from per 90.
Stephen Luckford told me the agreement
as Mr. L. told me. This yr. he told me of
Mr. Jonathan Luckford for the house.
that he, Stephen, was then with him for good

H. H. Magnuson -

Johnston told me he had talked the farm over to Stephen - that he was getting old & wanted to get it out - didn't tell me how long this arrangement had lasted

Isola -

He told me that he was in farm over to Stephen to do with as he saw fit - in his old to stay, that I have lived it over & have for most of my life

May,

From Xmas. & Aug. 1887 - Stephen said over after one day - Johnston said he left farm & gave it up to Stephen - he has promised me to stay until I am home as long as he has me - I understand the arrangement was for his life

Q

Harold - Same as above - don't say for how long arrangement -

Mrs. Stephen Lauckford.

He came to my house Mar. 17/1927 - I did not
know the payments were to be made monthly - in
reply, he refused to take ^{the} money - We traded hands
well -

Jonathan - recalled - As to Stephen interfering with the
auto - not shown - He told me to take it & keep
it & get whatever cash for it.

7.

Lankford
" 3 Chy
Lankford

Jonathan Lankford
ss. 532
S. H. Lankford.

To the Clerk of the Circuit Court
of the County of Lee of Virginia. Va

Please issue Summons for the
defendant to answer the plaintiff
on the 3rd April Rule 1428-
the 5th mon. In. Apr.

RE Shank p.v.

Johnathon Lankford
V Memo. 532
S. H. Lankford

Frid. 4-17-28.

Dep. 850
Pd 2.32
844 100
7.50

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Lankford

vs: # 532

Lankford

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Lankford

is#532

Lankford

P.O.B. #9

Page 85-



VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
APRIL 26TH 1933.

Laubford
vs: # 532
Laubford

. It appearing, pursuant to a decree entered herein
on the 6th day of March, 1933 that the parties, or their Counsel,
have been notified by the Clerk of this Court of the terms of
said decree, and no good cause having been shown, it is ordered
that this cause be removed from the docket, with leave to rene-
state the same as provided in Section 6172 of the Code as
Amended.

Lankford.

v. } # 532 ✓

Lankford.

March TERM 1933. Filed

CLK.

VIRGINIA:

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

JONATHAN LANKFORD,

v. 532

S. H. LANKFORD

This day this cause came on to be further heard on the bill of the complainant, the answer and cross bill of defendant and exhibits therewith duly filed in this cause, and on the testimony of witnesses heard orally by the Court, and was argued by counsel: *And*

~~On consideration whereof,~~ the Court being of opinion that the evidence sustains the contention of defendant as set out in the answer and cross bill, and that pursuant to agreement between complainant, Jonathan Lankford, and Julia Lankford, a joint will was made by them, effective at the death of both, that the property owned by them, including that involved in this suit, should go to S. H. Lankford, and if he should die without issue then all of said property shall descend to his wife Annie May Lankford, if she should survive him, otherwise the said property shall vest in fee simple in said S. H. Lankford: ~~That~~ since the making of said will Julia Lankford has departed this life, and said will had been duly admitted to probate, and that subsequently an agreement was duly entered into between complainant and defendant by which the land and property involved in this suit, should immediately vest in S. H. Lankford, in consideration that he should hereafter care for and support complainant; that said agreement has been performed to such an extent as to be enforceable in equity.

On Consideration Whereof

The Court doth therefore, sustain the contention of defendant as set forth in his cross bill and answer and doth adjudge, order and decree, that the said property shall be, and is vested in said S. H. Lankford, subject to the conditions mentioned in said will, but upon the further condition that the said Jonathan Lankford shall be permitted to occupy the premises for and during the remainder of his life, taking to himself the rents and profits therefrom during such time, and that during such time as he shall so occupy the said land, the said S. H. Lankford shall be relieved of the obligation to support him or to pay him \$10.00 per month as provided in said contract.

The Court doth further adjudge, order and decree that the said Jonathan Lankford be and he is hereby enjoined from making any sale, gift or disposal of any of the property on said farm except such as he or some one for him shall produce thereon, or from otherwise committing any waste thereon, ~~and his occupancy thereof shall be that of a tenant with the right of S. H. Lankford to exercise such rights therein as a landlord would be entitled to.~~

The defendant shall have his reasonable costs in this behalf expended.

#532

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

JONATHAN LANKFORD

V.

S. H. LANKFORD

DECREE

1431
Jan 5
Enter Decree
B.W.H.

Book 8
page 575-

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

January 5th 1931.

Jonathan Lankford

vs) 532

S. H. Lankford.

This day this cause came on to be further heard on the bill of the complainant, the answer and cross bill of defendant and exhibits therewith duly filed in this cause, and on the testimony of witnesses heard orally by the Court, and was argued by counsel, and, the Court being of opinion that the evidence sustains the contention of defendant as set out in the answer and cross bill, and that pursuant to agreement between complainant Jonathan Lankford, and Julia Lankford, a joint will was made by them, effective at the death of both, that the property owned by them, including that involved in this suit should go to S. H. Lankford, and if he should die without issue then all of said property shall descend to his wife Annie May Lankford, if she should survive him, otherwise the said property shall vest in fee simple in said S. H. Lankford: that since the making of said will Julia Lankford has departed this life, and said will had been duly admitted to probate, and that subsequently an agreement was duly entered into between complainant and defendant by which the land and property involved in this suit should immediately vest in S. H. Lankford, in consideration that he should hereafter care for and support complainant, that said agreement has been performed to such an extent as to be enforceable in equity.

On consideration whereof the court doth therefore, sustain the contention of defendant as set forth in his cross bill and answer and doth adjudge, order and decree, that the said property shall be, and is vested, in said S. H. Lankford, subject to the conditions mentioned in said will, not upon the further condition that the said Jonathan Lankford shall be permitted to occupy the

premises for and during the remainder of his life, taking to himself the rents and profits therefrom during such time, and that during such time as he shall so occupy the said land, the said S. H. Lankford shall be relieved of the obligation to support him or to pay him \$10.00 per month as provided in said contract.

The Court doth further adjudge, order and decree that the said Jonathan Lankford be and he is hereby enjoined from making any sale, gift or disposal of any of the property on said farm except as such as he or someone for him shall produce thereon, or from otherwise committing any waste thereon.

The defendant shall have his reasonable costs in this behalf expended.

A Copy. Teste _____ Clerk.

Larkford it als

73 532

Larkford it als

In the Circuit Court of the State of North Carolina

Jonathan Lankford

vs

S.H. Lankford.

On motion of the Plaintiff to file his answer to the cross bill of the defendant, S.H. Lankford, leave is granted to the plaintiff to file his answer to said cross-bill and the answer is accordingly this day filed.

11
Jonathan Lankford

vs DECREE

S.H. Lankford.

Enter this 8th day of

November 1928.

B.H.
.....
8-473

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

* Jonathan Lankford *
* vs. *
* S. H. Lankford *

On motion of S. H. Lankford, leave is granted him by
the Court to file his answer and cross-bill in this cause, and the
said answer and cross-bill are accordingly this day filed.

9

Lankford, Jonathan

- 2. 3 Decree

Lankford, S. H.

Enter Oct. 15 1928
B.D.W.

8-467

E. FRANK STORY
ATTORNEY AT LAW
OFFICES
COURTLAND AND FRANKLIN
VIRGINIA

In the Circuit Court of Sale of Bristol County.

Jonathan Lauckford }
S.H. Lauckford. } Docket.

This cause came on this day to be heard upon the rule heretofore issued against S.H. Lauckford, which rule has been continued from time to time to this day, and now happening that the witnesses have failed to appear, on motion of the Complainant the said rule is continued to the 3d day of October 1928. at 10th a.m. of that day.

Lankford

Lankford

June

1678

Sept 4

Enter the

B.W.

7-548

JONATHAN LANKFORD

VS

S.H. LANKFORD.

This cause came on this day to be heard upon the affidavit of Jonathan Lankford filed this day and was argued by Counsel.

On consideration whereof it appearing to the Court that an order was entered in this suit in the following words and figures to-wit:

"In accordance with the prayer of the bill which is duly verified by oath, and this day filed in open Court, an injunction is granted the Complainant, Jonathan Lankford, enjoining and restraining the defendant, S.H. Lankford, his Agents, employees or tenants in the cultivation of the land of the Complainant in the bill mentioned, or in any wise trespassing thereon, or injuring the said land, or interfering with the tenants thereon, until the further order of this Court. This injunction order shall be effective from this date to the first day of July 1928, at which time it shall stand dissolved unless prior thereto it has been enlarged or a further injunction is granted, but this order shall not become effective until the Complainant, or someone for him, shall enter into a bond before the Clerk of this Court in the sum of \$100.00 conditioned according to law." *argued further appearing from said affidavit that said defendant and his Key have violated said order.*

It is adjudged, ordered and decreed that a rule be issued against the said S.H. Lankford commanding him to appear before the Circuit Court of Isle of Wight County, Virginia, on the 11th day of June 1928, and show cause why he should not be punished for violation of the terms of the decree in this cause.

7
532

Jonathan Lankford

vs ORDER.

S.H. Lankford.

1828
May 29
Enter this
Book

8-449

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

VIRGINIA: *In vacation*

Jonathan Lankford

vs *cy #532* ~~IN CHANCERY: DECREE.~~

S.H. Lankford.

In accordance with the prayer of the bill which is duly verified by affidavit, and this day filed in open Court, an injunction is granted the Complainant, Jonathan Lankford, enjoining and restraining the defendant, S.H. Lankford, his agents, employees or tenants in the cultivation of the land of the Complainant in the bill mentioned, or in any wise trespassing thereon or injuring the said land, or interfering with the tenants thereon, until the further order of this Court. This injunction order shall be effective from this date to the 1st day of July 1928, at which time it shall stand dissolved unless prior thereto it has been enlarged or a further injunction granted. But this order shall not become effective until the Complainant, or someone for him, shall enter into bond before the Clerk of this Court in the sum of \$*100.00* conditioned according to law.

Jonathan Lankford

vs

DECREE #532

S.H. Lankford.

Enter this *11th* day

of April 1928.

..... *BADW*

C.O B. 8-19 440

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

LIS PENDENS:

* Jonathan Lankford *
* *
* vs. *
* *
* S. H. Lankford *
* *

The general object of the foregoing suit now pending in the above named Court is to enforce a certain contract, the nature and purpose of which is set forth in the answer and cross-bill filed in the said suit, and which is a part of the papers in the proceeding.

The tract or parcel of land involved in the said proceedings and against which this lis pendens is filed is generally described as follows:

That certain tract or parcel of land lying situate and being in Windsor Magisterial District, Isle of Wight County, Virginia, said to contain 156 acres, more or less, (though the Land Books of Isle of Wight County lists the same at 104 acres), known generally as the "Johnson Lankford farm", and bounded by the county road leading from Franklin, Virginia by C. J. Cutchin's farm, the lands of C. A. Cutchins & Sons, Mrs. W. H. Coppersmith, Kingsale Swamp and probably others.

Given under my hand this 9th day of November, 1928.

S. H. Lankford,

STATE OF VIRGINIA, (
 (to-wit:
County of Southampton, (

I, Ruth M. Owens, a notary public in and for the county aforesaid, in the State of Virginia, do certify that S. H. Lankford, whose name is signed to the foregoing writing, bearing date the 9th day of November, 1928, has acknowledged the same before me in my County aforesaid. My commission expires on the 11th day of July, 1930.

Given under my hand this 9th day of November, 1928.

Ruth M. Owens

NOTARY PUBLIC

I, R. A. Edwards, Clerk of the Circuit Court of the County of Isle of Wight, Virginia, pursuant to Section 6469 of the Code of Virginia, do hereby authenticate the foregoing memorandum of Lis Pendens, and I do hereby certify that on the 17th day of April, 1928, a suit was instituted by Jonathan Lankford against S. H. Lankford and which is now pending in the aforesaid Court, the title of which general object amount of claim asserted, description of property effected as well as the names of the person whose property is intended to be effected are as above set forth in this memorandum.

R. A. Edwards
Clerk

VIRGINIA: Clerk's Office of the Circuit Court of the County of Isle of Wight, November 13th, 1928, at 2 o'clock P. M. this Lis Pendens was received and with the certificate annexed, admitted to record.

Teste R. A. Edwards Clerk.

#

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Lankford, Jonathan

— v. } Lis Penders

Lankford, S. H.

101-30

Entered

E. FRANK STORY
ATTORNEY AT LAW
OFFICES
COURTLAND AND FRANKLIN
VIRGINIA

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

VIRGINIA. ~~IN VACATION~~ APR. 11TH 1928.

Jonathan Lankford

vs

IN CHANCERY: DECREE.

S.H. Lankford.

In accordance with the prayer of the bill which is duly verified by affidavit, and this day filed in open Court, an injunction is granted the Complainant, Jonathan Lankford, enjoining and restraining the defendant, S.H. Lankford, his agents, employess or tenants in the cultivation of the land of the Complainant in the bill mentioned, or in any wise trespassing thereon or injuring the said land, or interferring with the tenants thereon, until the further order of this Court.

This injunction order shall be effective from this date to the 1st day of July 1928, at which time it shall stand dissolved unless prior thereto it has been enlarged or a further injunction granted. But this order shall not become effective until the Complainant, or someone for him, shall enter into bond before the Clerk of this Court in the sum of \$100.00 conditioned according to law.

B. D. White, Judge, Circuit Court Of The
County Of Isle Of Wight,
Virginia.

A Copy.

Teste R. A. Edwards Clerk.

Virginia. Clerks Office of the Circuit Court of the County of Isle Of Wight, April 17th, 1928.

I, R. A. Edwards, Clerk of the Circuit Court aforesaid in the County of Isle Of Wight, State Of Virginia, do hereby certify that the bond required by the above injunction order has this day been given with security approved by me.

Given under my hand this the 17th day of April 1928.

R. A. Edwards Clerk.

Whitaker Lankford
S.H. Lankford,
Copy of Order.

Executed in Southampton County
Virginia, this 18th day of April 1928, by delivering a
true copy of the within paper to S.H. Lankford in
person.

T.B. Bell Sheriff S.H.

STATE OF VIRGINIA:

SOUTHAMPTON COUNTY TO-WIT:

I, Jonathan Lankford, Complainant in a bill in Chancery against S.H. Lankford, filed in the Clerk's Office of the Circuit Court of Isle of Wight County, upon which bill an order of injunction was, in accordance with the prayer of said bill, issued thereon, restraining S.H. Lankford, his agents, employees or tenants in the cultivation of the land of the Complainant in the bill mentioned, or in any wise trespassing thereon or injuring the said land, or interfering with the tenants thereon, until the further order of this Court; that notwithstanding the said order which has been duly served upon the said S.H. Lankford, the said S.H. Lankford, on the 22nd day of May 1928, employed and sent upon your Complainant's land, one Joe Key, with a truck, for the purpose of removing, and did remove fifteen bags of lime from the barn of your Complainant; that the said S.H. Lankford accompanied the said Joe Key upon your Complainant's land, and aided in loading and removing the said lime from your Complainant's land, against the protest of your Complainant.

Given under my hand this 26th day of May 1928.

Jonathan Lankford
.....

STATE OF VIRGINIA:

SOUTHAMPTON COUNTY TO-WIT:

This day personally appeared before me in my said County, Jonathan Lankford, who made oath that the matters and things set forth in the above paper are true.

Given under my hand this 26th day of May 1928.

Annie May Ogden
.....
NOTARY PUBLIC.

My Commission expires
July 23rd 1930.

6
#532

Jonathan Lankford

Affidavit.

1928
May 29,
Filed B.R.

The Commonwealth of Virginia,

To the sheriff of the County of Isle of Wight, Greeting:

We Command you to summon

C. E. Davis

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court house thereof, on the 8th day of Nov. 1928 at 10:30 A. M. to testify and the truth to say in behalf of the defendant

in a certain controversy in

our said court, before the said Judge depending and undetermined, between

Johnathon Lankford

Plaintiff

and

S. H. Lankford

Defendant,

And have then there this writ. Witness R. A. Edwards, Clerk of our said court. at the court-house, the 3 day of Nov. 1928, and in the 153 year of Commonwealth.

R. A. Edwards
clerk.

NOTE. Appear before the Clerk and claim your attendance

Executed the within subpoena this the 5th day of Nov.
1928 by serving a true copy of the same on C.E. Davis in
person in the county of Isle of Wight.

W. C. Whitwell Sheriff.

CONTROVERSY.

Johnathon Lauckford

25

Subpoena
For
Witness

S. H. Lauckford

Circuit Court
of
Isle of Wight County

the day of

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of the County of Isle of Wight:

WE COMMAND YOU to summon Joe Keen,

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the
courthouse thereof, on the 4th day of Sept., 1928, to testify and the
truth to say in behalf of the Commonwealth

in a certain prosecution in
our said court, before the said Judge depending and undetermined between the Common-
wealth, plaintiff, and S. H. Lankford, defendant,

And have there this writ. Witness, R. A. EDWARDS, Clerk of our said court, at the court-
house, the 31st day of August 1928.

R. A. Edwards Clerk

NOTE—Appear before the Clerk and claim your attendance.

Executed this 1st day -
of Sept. 1928. by delivery
of true copy of the
within Subpoena to
Joe Kee in person -
on main St. Franklin
Southampton County
Va. H. L. Lankford, S. H.
Franklin, Va.

PROSECUTION

Comwth.,

SUBPOENA
FOR
WITNESS

S. H. Lankford,

CIRCUIT COURT
OF
ISLE OF WIGHT COUNTY

the 4 day of Sept. 1928.

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of the County of Isle of Wight:

WE COMMAND YOU to summon

Joe Key.
(Franklin va)

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the
courthouse thereof, on the *11th* day of *June 1928*, to testify and the
truth to say in behalf of the *Commonwealth*

in a certain prosecution in
our said court, before the said Judge depending and undetermined between the Common-
wealth, plaintiff, and *S. H. Hankford*, defendant,

And have there this writ. Witness, R. A. EDWARDS, Clerk of our said court, at the court-
house, the *2* day of *June 1928*.

R. A. Edwards Clerk

NOTE—Appear before the Clerk and claim your attendance.

Not finding the within named, Joe Key at his usual place of abode, I executed same in Southampton County Virginia, by delivering a true copy hereof to Mamie Key whom I found there she being a member of his family over the age of 16 Yrs. and explained its purport to her, this 9th. day of June 1928,

J. B. Beale
SHERIFF.

Copy for Joe Key.

PROSECUTION

SUBPOENA
FOR
WITNESS

CIRCUIT COURT
OF
ISLE OF WIGHT COUNTY

the.....day of.....

COMMONWEALTH OF VIRGINIA:

COUNTY OF ISLE OF WIGHT, TO-WIT:

To the Sheriff of the County of Southampton;
Greetings:

We command that you summons S. H. Lankford to appear before the Judge of the Circuit Court of the County of Isle of Wight, at the Courthouse thereof, on Monday, June 11" at 11 o'clock A. M. to then and there show cause, if any he can, why he should not be punished for his alleged failure to fully observe and comply with a certain injunction which was heretofore granted by the Judge of the Circuit Court aforesaid, to-wit on April 11, 1928, a copy of which was duly served upon the said S. H. Lankford on the 18" day of April, 1928, as appears upon the return thereon made by the officer who executed the same.

And you, the said Sheriff, are required to then and there, to-wit, on the 11" day of June 1928, at the Courthouse aforesaid, make known by your endorsement hereon how you have executed this writ.

Given under my hand this the 31st day of May, 1928; and in compliance with an order entered by the aforesaid Court on the 29" day of May, 1928.

R. A. Edmunds Clerk.

Executed in Southampton County, Virginia, this 2nd day of June, 1928, by delivering a true copy hereof to the within named S. H. Lankford in person.

T. B. Bell, Sheriff,

By T. B. Bell, D. S.

Xa

Canneth

Ms. Rule.

S. H. Lankford

July-25-28
6164

Commonwealth of Virginia,

To the Sheriff of ^{Southampton County}~~Isle of Wight County~~ — Greeting:

WE COMMAND YOU, That you summon **S. H. Lankford,**

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 Fifth Monday in April, 1928,
to answer a bill in chancery, exhibited against him
in our said Court by **Johnathon Lankford,**

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 17th
day of April, 1928, and in the 153rd year of the
Commonwealth.

R. A. Edwards Clerk.

Johnathon Lankford

vs. }

CHANCERY NO. *532*

S. H. Lankford.

ORIGINAL SUBPOENA

Subj' Order

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

....., 19.....

Returned, entered and filed.

Teste:

.....Clerk

To

1st April

Rules

19*28*

R. E. L. Watkins

p. q.

Executed in Southampton County
Virginia, this 18th day of April 1928, by delivering a
true copy of the within paper to S.H. Lankford in
person.

J. B. Bell

.....SHERIFF.

VIRGINIA.

IN THE CIRCUIT COURT OF ISLE OF WIGHT

COUNTY.

Jonathan Lankford

vs

S.H. Lankford.

TO THE HONORABLE B.D. WHITE, JUDGE OF SAID COURT:

" " " " " " " " " " " "

The answer of Jonathan Lankford to a cross bill in equity exhibited against him in the Circuit Court of Isle of Wight County by S.H. Lankford.

This respondent, saving and reserving to himself the benefit of all exceptions which may be had or taken to the said bill, for answer thereto, or so much thereof as he is advised it is material that he should answer, answers and says:

1-The first allegation is true.

2- The second allegation is true.

3- The third allegation is true.

4- The fourth allegation is true.

5-The fifth allegation is true so far as it relates to a joint will being executed by Jonathan Lankford and Julia Lankford, and denied as to the other parts of the allegation, and strict proof thereof is demanded; that the said joint will has been revoked by your Respondent.

6- The sixth allegation is true in part, but is denied insofar as it alleges that the property was coming down and your respondent was unable to take care of the same, and it is also denied in part as to rent. There was an agreement whereby your respondent agreed to lease the said farm to the said S.H. Lankford for the year 1927, upon the promise of the said S.H. Lankford that he, the said S.H. Lankford would pay to your respondent the sum of Ten Dollars (\$10.00) per month as rent for the said farm, and in addition thereto, that the said

S.H. Lankford should board and lodge your respondent, in further payment of rent for the use of the said farm for the year 1927. Pursuant to this agreement, the said S.H. Lankford entered into possession of the said farm, but failed to pay your respondent the rent as agreed, and compelled your respondent to sue out an attachment in order to collect the rent due and unpaid; that pleasant relationships continued until October 1927, when your respondent complained to the said S.H. Lankford, that he, the said S.H. Lankford had removed some old buildings from the farm and from lumber which your respondent had bought and paid for, to be used in repairing the buildings, and when your respondent made this complaint, the said S.H. Lankford then and there told your respondent that they would dissolve co-partnership, and thereupon your respondent moved from the home of the said S.H. Lankford and sought lodgings in the home of Mr. W.H. Coppersmith, in Isle of Wight County, Virginia. The cause of your respondent's complaint was due to the fact that the said S.H. Lankford had taken the building from the farm and had taken a pile of lumber that cost your respondent \$70.00 and had brought all of this material to Franklin and used the same in erecting a garage on S.H. Lankford's lot, which was heavily mortgaged and which was a direct and complete loss to your respondent.

7- It is true that the said S.H. Lankford took immediate possession of the farm after he had rented the same, but it is untrue and it is specifically denied that the said S.H. Lankford made any improvement whatsoever on the said farm, but on the contrary proceeded to devastate, destroy, take from and use everything that he could possibly remove from the land and convert into money for his own use.

8- It is true that your respondent did bring an action of unlawful entry or detainer to recover the possession of the premises, and that the same was tried before Justice John Duke, who decided against your respondent and in favor of S.H. Lankford, from which said judgement and decision, your respondent appealed

to the Circuit Court of Isle of Wight County, Virginia, and upon the appeal, the Circuit Court of Isle of Wight County, reversed the decision of the Justice and entered judgement in favor of your Respondent.

It is true also that your respondent entered into possession of the ~~premises~~ and took possession of the horse and farming implements which were the property of your respondent, and which were a part of his farming equipment, and that your respondent arranged to rent and to have cultivated the farm for the year of 1928, but that the said S.H. Lankford harassed your respondent, threatened his tenants, and exerted himself to prevent your respondent from having the land properly cultivated, that a living might be had by your respondent from said farm.

Your respondent further says that the said S.H. Lankford exercised himself to harass, disturb, provoke and inconvenience your respondent for the purpose of reducing him to beggary and charity, and had not your respondent have re-entered his land and taken possession thereof, that the said S.H. Lankford would have so impoverished him as to have forced him upon charity for a livelihood.

Your respondent further says that in removing his personal effects, temporarily, to the home of S.H. Lankford, that the same was done because of the fact that his dwelling house was to be occupied by a tenant, and that his personal effects could be cared for better in the home of S.H. Lankford as there was no place upon the farm in which he could store his personal property, but the said S.H. Lankford, although frequently promising to deliver to your respondent, his chattels, has steadfastly failed and refused to do so.

Your respondent further says that the said S.H. Lankford is wholly insolvent, and that were he the owner in fee of the tract of land in question, that it would instantly be consumed by the many judgements that are lodged against him in the Clerk's Office of the Circuit Court of Southampton County,

Virginia.

Your respondent further says that were the allegations sustained in the cross bill of the said S.H. Lankford, that it would only result in your respondent being set adrift in the world peniless and homeless.

10- The tenth allegation is denied. There is no agreement to be enforced except the agreement for rent for one year, and that question has been adjudicated by this Court, and this respondent pleads res adjudicata as to the contract of 1927, and denies that any other contract or agreement was ever entered into between your respondent and the said S.H. Lankford.

And this respondent will ever pray etc.,

Jonathan Lankford

STATE OF VIRGINIA:
SOUTHAMPTON COUNTY TO-WIT:

This day, Jonathan Lankford, personally appeared before me in my County and State aforesaid and made oath that the matters and things set forth in the above answer are true.

Given under my hand this 18th day of October 1928.

My Commission expires July 23rd 1930.

Annie May Crysin

Notary Public.

Jonathan Lankford

vs ANSWER.

S.H. Lankford.

Filed this 8th day

of November 1928.

.....

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

JONATHAN LANKFORD,

v.

S. H. LANKFORD.

TO THE HONORABLE B. D. WHITE, Judge of the said Court:

The answer of S. H. Lankford to a bill in equity exhibited against him in the Circuit Court of Isle of Wight County by Jonathan Lankford. This respondent, saving and reserving to himself the benefit of all exceptions which may be had or taken to the said bill, for answer thereto or to so much thereof as he is advised it is material that he should answer, answers and says:

1. The tract of land mentioned in complainant's bill and which is claimed by complainant, was formerly owned by complainant's father, Johnson Lankford, and was devised by the said Johnson Lankford to Nancy Lankford, his wife, for and during her life, and after her death to the complainant and complainant's two sisters, Julia Lankford and Peggy Lankford.

2. That the said Johnson Lankford raised this respondent from his infancy to his manhood, and that this respondent lived with the said Johnson Lankford as a member of his family, worked for him without compensation just as if he had been a child of the said Johnson Lankford.

3. That at the time of Johnson Lankford's death this respondent continued to live there and took care of the widow, Nancy Lankford, and the two daughters, Julia and Peggy Lankford; at that time Jonathan Lankford was living in some other part of the county; that the closest intimacy grew up between this respondent and the said Johnson Lankford, Nancy Lankford, and their children, and he was always considered a member of the family.

4. Nancy Lankford, the widow of Johnson Lankford, has departed this life, and Peggy Lankford, one of their children, who was a joint devisee of the land in question, has also departed this life, intestate and without children.

5. That after the death of Peggy Lankford, an agreement was entered into between complainant and his sister, Julia Lankford, that at the death of both, the said land should belong to this respondent, and a joint will was duly executed by both the complainant and the said Julia Lankford to carry into effect said agreement, a copy of which said will is filed herewith as Exhibit "A" and prayed to be taken as a part of this bill; that the said Julia Lankford has since that time departed this life, without children, and the said will has been duly admitted to probate in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia.

6. That after the death of the said Julia Lankford, the complainant was left alone, the property was coming down, and he was unable to take care of same, and an agreement was entered into between complainant and this respondent by which the complainant was to come and live with the respondent as a member of his family, and that this respondent was to take care of him as such member of the family and in addition give him One Hundred and Twenty Dollars per year as spending money,

and in consideration of this undertaking on the part of the respondent, the complainant agreed forthwith to give and deliver to this respondent the possession and fee simple ownership of the said tract of land, so that he might take possession and ownership immediately, rather than waiting until the death of the said complainant, as was agreed between complainant and Julia Lankford, as evidenced by their will, and also delivered to him all of the household and personal property on the premises, consisting of a horse and farming implements, etc. That pursuant to this agreement, this respondent took the complainant to his home and provided him with all of the comforts and conveniences that were enjoyed by respondent's family, and paid him promptly each month the sum of \$10.00, as agreed, and that this relationship continued, as respondent thought, to the satisfaction of all concerned, until some time in October, 1927, when the complainant, without any complaint to this respondent and without any cause so far as this respondent is advised, left this respondent's home, and on that day when respondent went to his dinner, not finding the complainant there as usual, he sought him in places in which he might be found and at last located him at the home of W. H. Coppersmith and requested him to come back home, but since that time he has not returned.

7. This respondent says that immediately after his agreement with the said Jonathan Lankford, he took possession of the tract of land, made many and valuable improvements thereon, and proceeded to cultivate the same.

8. After complainant had left respondent's house, he attempted to recover possession of the premises by getting a warrant of unlawful entry and detainer, which was tried before Justice Duke and decided against complainant. That in 1928, or just prior thereto, the complainant entered upon the tract

in question, took possession of the horse and farming implements and objected to the respondent's use and occupation of the farm. This respondent, not caring to harass the complainant with litigation, took no steps to recover the possession of the land, and consequently has not attempted to farm the premises this year, although he claims the same to be his under and by virtue of the agreement and will between complainant and Julia Lankford, and also the agreement between the complainant and this respondent above set forth.

9. All allegations of complainant's bill which are not herein specifically answered are herewith denied or not admitted and strict proof of same is called for.

10. This respondent says that by reason of the said contract he has made plans and expenditures, and that it would be a fraud upon him to enforce the agreement. He, therefore, prays that this answer may be treated as a cross-bill, and that the complainant be required to answer the same, though not under oath, the same being expressly waived, and that all such inquiries may be taken and such decrees may be entered as may be proper in the premises, and that a decree may be entered determining the rights of the parties in said premises and directing that a deed be granted to this respondent to carry into effect the agreement aforesaid, and that this respondent may have such other, further, general and special relief as the nature of his case may require or to equity shall seem meet.

And this respondent will ever pray, etc.

S. H. LANKFORD

By:

John N. Deane
E. Frank Story

His Attorneys

8
Lankford, Jonathan

~~2.~~ } Ans. and Copy bill of
S. H. Lankford

Lankford, S. H.

1928. Oct. filed

E. FRANK STORY
ATTORNEY AT LAW
OFFICES
COURTLAND AND FRANKLIN
VIRGINIA

10 50 10 10 30 10 30 10 30 10 10 10 10 10 10 10

Your Petitioner, Jonathan Lankford, respectfully represents unto the Court that he is the owner in fee of a tract of land, situate in Windsor Magisterial District, Isle of Wight County, Virginia, adjoining th lands of C.J. Cutchin and others, containing 104 acres, more or less; that in the year of 1927, your Petitioner leased the land aforesaid to S.H. Lankford, in consideration of \$10.00 per month and board and lodging for your Petitioner; that in October 1927, the said S.H. Lankford directed your Petitioner to dissolve co-partnership, and thereupon your petitioner moved from the home of the said S.H. Lankford, and found himself a boarding place and lodging; that the said S.H. Lankford failed to pay the rent as agreed, and wholly neglected to meet his agreement with your petitioner; that during the year 1927, the S.H. Lankford removed from your Petitioner's premises, lumber which your Petitioner had bought and put on the premises for the purpose of repairing the buildings thereon, and in addition thereto, he removed a part of an old building on t the premises, and carried the said timber to Franklin, Virginia and used the same to erect a garage on the property of the said S.H. Lankford; that your petitioner brought an action of unlawful entry or detainer before Justice John F. Duke at Carrsville,, Virginia, and a judgement was entered by the said Justice in favor of S.H. Lankford, upon the ground and for the reason that notice had not been given by your Petitioner to the said S.H. Lankford, the said Justice holding that the said S.H. Lankford was entitled to three months notice before the expiration of his term; your Petitioner holding that the said S.H. Lankford had violated his agreement by failing to pay the monthly installments of \$10.00 per month for rent, and therefore no notice was necessary in an action of unlawful entry or detainer.

Your Petitioner further represents unto the Court that an appeal was taken from the decision of the Justice, and was perfected according to law, and that the papers in the case were not forwarded to the Clerk's Office of your Honor's Court, or if forwarded, were lost in transit; that your petitioner through his Attorney, applied to Justice J.F. Duke for the papers in this case, and the Justice advised that he had forwarded the papers to Mr. R.A. Edwards, Clerk, but the said Clerk advised the Attorney for your Petitioner, that the papers had not reached his office; that the Attorney for your Petitioner wrote to Justice Duke advising him of the fact that the papers in this case had not reached the Clerk's Office, and the Justice of the Peace, the said J.F. Duke, has not advised your Petitioner's Attorney further in this connection.

Your Petitioner further represents unto the Court that he had to resort to an attachment to collect in part, the amount due your petitioner for rent.

Your Petitioner further represents to the Court that after the trial before the Justice of the Peace, that the said S.H. Lankford came to your Petitioner and advised him that he, the said S.H. Lankford would be unable to cultivate the land this year, and that your Petitioner could take charge of the land and handle it to suit himself; that pursuant to this release of all claim by the said S.H. Lankford, your Petitioner re-entered the said premises and proceeded to arrange for the cultivation of the said land; that on the 6th day of April 1928, while men who had been employed by your Petitioner were plowing the land and preparing the soil for cultivation, the said S.H. Lankford came upon the premises and made threats against the men there employed, and drove them off the premises, and so filled them with fear by reason of his threats, that the men employed by your Petitioner, refused, and still do refuse to return to work.

Your Petitioner represents unto the Court that the said S.H. Lankford is insolvent, and that there is no way that your Petitioner can recover of him any damages or loss that he

may sustain by reason of the said S.H. Lankford's interference with him in the cultivation of his land.

Your Petitioner further represents unto the Court that he is an aged man, now 75 years of age, and that the land in question is his only source of support, that the said S.H. Lankford has declared that he, the said S.H. Lankford did not expect to stick a plow in the land this year, and that he did not expect to permit any body else to do so.

Your Petitioner says that if the said S.H. Lankford is permitted to carry into execution his threats, that it will deprive your Petitioner of support and bring him to poverty and an object of charity.

Your Petitioner prays therefore that an injunction may be awarded your Petitioner, against the said S.H. Lankford, his agents, employees or tenants, in the cultivation of the land of your Petitioner as aforesaid, *or in any wise trespassing thereon or injuring the said land, or interfering with the tenants thereon.* And your Petitioner will ever pray, etc.,

Jonathan Lankford
.....

STATE OF VIRGINIA:

SOUTHAMPTON COUNTY TO-WIT:

I, Annie May Coggin, a Notary Public in and for the County aforesaid, State of Virginia, do certify that Jonathan Lankford personally appeared before me and made oath that the matters and things set forth in the above petition are true to the best of his knowledge and belief.

My Commission expires July 23" 1930.

Given under my hand this 7" day of April 1928.

Annie May Coggin
.....
Notary Public.

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Johnston Perckford
to
S. W. Perckford

Bill

Apr. 17-28. memo filed -
Process issued for the
defendant delivered to S. W.
Southampton Co for Service -
Returnable to 3rd Apr. Rules
together with injunction order.
1928.

Apr. 30-28. 3rd Apr Rules
process and a injunction order
returned executed. Bill
filed.