

1877-003
Nansemond Co. (Suffolk)

Chancery Causes: James Randall vs John Nurney

Hall, Brinkley, Norfleet, Copeland, Jones, Wright

Randall

vs

Hurny

decre at April Cir. Ct. Hammond

Co. ¹⁸⁷⁷ ~~1876~~

for

\$90.41

Int. from 7 Oct 1876 to 30 May 1877

3.49

\$93.90

1/2 the taxes & cts

20.30

\$73.60

1877 Oct. 12 Decree of James Randall the
sum of seventy three dollars & sixty cents
in full of above decree, left one half the
taxes & cts paid as above by the respondent.

Geo J. Hurney

By Geo Albright, Atty.

Randall

v

Harney

Statement

X

Filed Oct. Ct. 1877

Cir. Ct. Harney².

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

John T. Kierney,

to appear at the Clerk's Office of our *Circuit* Court, for the County of Nansemond, on the first Monday in *December* next, 18*73*, being rule day, to answer a bill in chancery, exhibited against *him, in the said Court* by *James Randall (coll)*

~~and unless _____ shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.~~

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *20th* day of *November* 18*73*, and in the *100th* year of the Commonwealth.

Peter B. Prentis Clerk.

For The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Supp 24th Nov 1878 - Executed by delivering a true
copy of the within to John J. Murray

J. H. Parrott, Dy.
For J. L. Faulghner Shff.

Witters & Kelly. p. 9

James Randall (Ced)

vs { Sum. in Chy.

John J. Murray

To Decr. Rules 1878-

Pro: B. No: 1. Page 82

Cis: Con:

At a Circuit Court continued and held for Hansemond
County the 13th: day of April, 1877.

James Randall (col'd) Plaintiff

Against & In Chancery
John F. Hunney Defendant

This cause came on this day to be
again heard on the papers formerly read therein, and
on the Report of Commissioner Peter B. Prentiss, made by
him in this cause in pursuance of a decree of this
Court pronounced at the April Term thereof in the
year 1876, and on the depositions filed with said
Report, and was argued by Counsel.

On consideration whereof the Court doth con-
firm the said Report as to the sum of \$90.41, ascer-
tained to be due thereby to John F. Hunney by James
Randall with interest from the 7th: day of October
1876, till paid, and the Court not confirming the state-
ment of said Report, shewing the sum of \$110.54 to
be due by said Randall to said Hunney doth ad-
judge order and decree that said James Randall
pay to said John F. Hunney within the next suc-
ceeding sixty days the sum of \$90.41. with interest
thereon from the 7th: day of October 1876, till paid
in full of all moneys due by said Randall to
said Hunney for the lot and appurtenances in
the Town of Suffolk, purchased by said Randall
of said Hunney as appears by proceedings and
papers in this cause. And the Court doth fur-
ther adjudge, order and decree that said John

F. Munnery execute to said Rendall, when he shall pay said sum of money, a deed with general warranty, conveying to said Rendall the lot and appurtenances aforesaid.

And the Court doth further adjudge, order and decree that the plaintiff and defendant to this cause pay each, one half the costs of this cause to be taxed by the Clerk of this Court, and doth direct the Sheriff of Newsemond to collect or receive the same and pay it to the parties entitled thereto.

Costs.

A copy:
Teste,

Peter B. Prentiss, Clerk

CLK. \$10.00
Att. May 16-50
S. H. 2.60
Comm. 10.00
W. H. Rendall Jones 50
C. B. Bunkley 50
Simon H. H. 50
\$40.60

Rendall
4 Copy Deceit
25 D. Munnery

Deceit for

\$90.41

Int. from 7th Oct. 1876 to

31. May 1877 -

}

3.49

\$93.90

20.20

~~For the said costs~~

1877 May 31. Recd of Mr. Rendall the sum of
Ninety three Dollars & ninety (90) cents in full
of amo. decreed to me in the within case.

refused to be recd by Munnery
31. May 1877

In The Circuit Court of Massachusetts Co. vs

The undersigned respectfully reports to the said Court that, pursuant to the decree made on the 13th day of April 1877, in the chancery cause therein pending wherein the undersigned (James Ransar) is plaintiff and John J. Turney is defendant, he by John R. Kilby one of his Counsel called on the said John J. Turney, ^{on 30th day of May 1877} with such a deed as is named in said decree, and asked said Turney to sign & execute it on the payment of the money; and he refused to do so, that on the said 30th day of May 1877 simultaneously with the presentation of said deed, he by said Attorney presented & tendered to said Turney the amount he the undersigned is required to pay said Turney, in order to get the said deed, to wit the sum of \$90.41. and interest from the 7th Oct. 1876 to 30th May 1877. 3.49, all making the sum of \$93.90; and which money was in the following notes specie and not objected to by said Turney on account of the kind of money to wit:

- 1 note of \$20. letter B. No. 35746 on Bella National Bank Iowa
- 1 note \$20. letter D. No. 389901 on American Nat. Bank of Providence ^{Albion Island}
- 1 note \$20. letter X. No. 41277 of 1st Nat. Bank of Springfield Ohio
- 1 note of \$20 letter D. No. 365807 of 1st Nat. Bank of Paris Mo.
- 1 note \$10. letter A. No. 41,2104 of N. Bank Washg. D. C.
- 1 note \$2 U.S. Treasury note & 1 note of \$1. of N. Ex. Bank and specie 90^c all making \$93.90 —

The undersigned went to the trouble & expense

of preparing the seed, which by the decree he was
not required to do. The seed is filed herewith,
and a copy of said decree

Respectfully submitted

James Raudall

By John R. Kirby, of
Cornwall &c

30 May 1877

Raudall

27

Sturtevant

Report of tender
of money & seed &
refused by agent

1877. May 30th. Filed

Commissioner's Office
Suffolk, Va. Octo: 7th: 1876

To the Circuit Court of Hanseman County:

Pursuant to a Decree of the Circuit Court of Hanseman County, rendered on the 11th: day of April, 1876, in a suit in Chancery, depending in the said Court, between James Randall (Cald) Plaintiff and John B. Murree, Defendant, the undersigned, one of the Commissioners of said Court, to whom was referred ^{by said Decree} the taking of an account of all payments made to the Defendant by the Plaintiff, on account of the purchase of the Lot of land referred to in the said Bill, and report the same to Court with a statement of whatever balance, if any thing may be due thereon, and also the value of said Lot, when sold by said Murree to said Randall, and the value at the Commencement of this suit, and its condition" reports to the Court, that on the 1st: day of August, 1876, he issued ^{the} notices aforesaid requiring them to attend the ^{taking of} said accounts, before him, at his ^{said} Office, on the 6th: day of September, 1876, which were returned to your ^{and acknowledged} Commissioners duly executed, that the parties aforesaid, with their respective Counsel appeared before the Commissioner, in obedience to said notices, when he proceeded to execute the said decree and made some progress - the proceedings having been thenceforward regularly aspired from time to time, and the same having been at length completed, the following statement is submitted as the result of his labors -

over.

Statement

1875

Nov. 1

To Amos: paid by James Rondall to John J. Neeney, in acco.

of purchase of the Lot.

\$85:00

" interest on same @ 6 per cent for 338 days, ending 7th Octo. 1876

\$4:79

Making \$89:79

To Amos: agreed to be paid for said Lot. \$130:00

" interest on same @ 10 per cent for 128 days

ending 7th Octo. 1876

\$4:33

Making \$200:33

Balance \$89:79

Thus leaving a balance due John J. Neeney of \$110:54

with interest @ 10 per cent from the 7th day of Octo. 1876, until paid.

Your Commission is unable to determine as to the \$18. and the \$12. Credits alleged to have been paid by the Plaintiff to the Defendant: there being conflicting statements, upon those points, and therefore submits them, most respectfully, to the Court for consideration.

The value of the Lot when sold by the Defendant to the Plaintiff was \$87:50; and its value at the commencement of the suit was \$275. The condition of said Lot is a tolerably fair one.

In making up the foregoing, I, as will be seen, have calculated the interest at 10 per cent - If, however, the interest is to be computed, after the rate of 8 per cent, the balance due said Neeney, would be \$90:41 with int. at that rate, from said 7th day of Octo. 1876, until paid.

The deors, notices aforesaid and the evidence relating thereto are herewith returned.

Given under my hand, as Commissioner aforesaid, the day and year first aforesaid.

Peter B. Prentiss, Commissioner

At a Circuit Court ^{Continued and} held for Newsumonel County the
10th day of April 1876

James Randall (old)

Plaintiff

Against & In Chancery

John F. Hurney

Defendant

This cause came on this day to be heard on the Bill
of the complainant and answer of the defendant
this day filed by leave of the Court, and exhibit filed
therewith, with replication to said answer, and
was argued by counsel; On consideration where
of the Court doth adjudge, order and decree that
a Commissioner of this Court take an account
of all payments made to the Defendant by the
Plaintiff on account of the purchase of the
Lot of land referred to in the said Bill, and
report the same to Court, with a statement of
whatever balance, if anything, may be due
thereon, and also the value of said lot
when sold by said Hurney to said Randall
and the value at the commencement of this
suit, and its condition, and make report
to Court, with any matters specially stat-
ed deemed pertinent by himself, or that
either party may require to be so stated

at copy;

Teste,

Peter B. Pentis. Clerk.

James Randall (Cord)
vs { Copy Deane
John F. Murray —

June 76

London

COMMISSIONER'S OFFICE,

Suffolk, Va. August 1st 1876

TO James Randall (old) Plaintiff.

and

To John J. Murney Defendant.

You are hereby notified that I have fixed upon the 6th day of September next, if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

An account of all payments made to the Defendant by the Plaintiff, on account of the purchase of the Lot of land, referred to in the Bill, with a statement of whatever balance if any thing, may be due thereon - also the value of said Lot when sold by said Murney to said Randall, and the value at the Commencement of this Suit and its Condition.

required to be taken by a decree of The Circuit Court of Nansemond, rendered on the 11th day of April 1876, in a suit in Chancery, depending in said Court, in which you are parties, plaintiff and defendant; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

PETER B. PRENTIS, Commissioner.

To the Sheriff of Nansemond County to execute.

Aug 2nd 1876 Executed and a true copy hereof
delivered to John J. Nurney
F. H. Rand to Deputy for
John J. Nurney

James Randall (Col'd.)

to { Commr's Notice

John J. Nurney

To be settled 1876, at
Commr's Office,
Suffolk, Va.

Service acknowledged

In test.

Kelly &
Arthur Jr. W.

James Randall

v^o { Course: Report.

John J. Norrey

Filed Oct: 7th: 1876. M.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting :

YOU ARE HEREBY COMMANDED TO SUMMON *Charles Bunkley and*
Randal Jones,

Commissioner in Chancery of the Circuit

to appear before the ~~Judge~~ *undersigned* a Court of Nansemond County, at the *Clerk's Office* of
said County, on the *6th* day of *September, 1876*, next, to testify and the truth to say on behalf of

James Randall (old)

in a certain matter of controversy in our said Court, depending and undetermined between *said*

James Randall

Plaintiff
and

John J. Hurney

Defendant .

And this the witnesses shall in no wise omit, under the penalty of \$100 each : and have then and there
this Summons,

a Court in Chy

Witness, PETER B. PRENTIS, ~~Clerk~~ of our said Court, at his office, this *5th* day
of *September*, 1876, in the *1015th* year of the Commonwealth.

Peter B. Prentis. Court Clerk.

James Randall (Cold)

$\frac{17}{100} \left\{ \frac{1}{100} \right\}$ Spa

John T. Murney
To 6th Sept: 1876, at
The Clerk's Office, Suffolk Co.
at 10 o'clock, a.m.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *J. J. Spivey, Simon Hall*

J. J. Nunney, John H. Wright, John D. McElenny and Randal C. Jones

Commissioner in Chancery of the Circuit

to appear before the ~~Judge~~ *undersigned*, a Court of Nansemond County, at the *Clerk's Office* of said County, on the *6th* day of *October, 1876*, to testify and the truth to say on behalf of

John J. Nunney

in a certain matter of controversy in our said Court, depending and undetermined between

James Randall

Plaintiff
and *Sans*

John J. Nunney

Defendant

And this the witnesses shall in no wise omit, under the penalty of \$100 each: and have then and there this Summons,

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *4th* day of *October*, 1876, in the *101st* year of the Commonwealth.

Peter B. Prentis *Commth in Ch^y*
Clerk.

Executed

Edw. Rawls Jr. for

John L. Fidelity Loan Saff

John L. Murray

and { Sh

James Randall

To be Octo. 1876. at the
City Office, Suffolk, W. at
10 o'clock, A.M.

1873.

July 21st

Abstract from Mayors Record

James Randall

vs.

Simon Hall

Chgd, of disturbing the work-
men, in the employment of Randall-
Case heard & dismissed at the cost
of the plaintiff. Cost \$2.40 Paid

Simon Hall

vs

Debt.

1873

July 25th

James Randall

17⁵⁰/₁₀₀ apc for work done on house

Case dismissed at the cost of the
plaintiff, cost \$3⁹⁰/₁₀₀

John R. Copeland Mayor.

New Trial granted July 26th.

James Randall (Colt)

Exhib. A. Volume
with Comm. Report

John F. Nurney

Commissioner's Office, Suffolk, Va.
Sept: 6th. 1876

James Randall (Cald) Plaintiff
vs { In Chancery
John J. Murrey Defendant.

Present, John R. Kelly of Riffe's Counsel

James Randall (Cald) being duly sworn on the Holy Evangelists of Almighty God, deposes and saith as follows:

1st Question.

Answer

What is your age? where do you reside? & are you the Plaintiff, in ^{this suit}

Reply - Six (36) years - I reside on Pine Street, in the Town of Suffolk; and I am the Plaintiff, in this suit.

2^d Question.

In the answer of John J. Murrey, the Defendant, in this suit, there is filed, as an Exhibit, a paper marked ("A") purporting to be an agreement between John J. Murrey, the Defendant and James Randall (but signed) "Jas Randall", his mark - Was this paper ever read to you by Mr. Murrey or any body else? & did you sign the same?

Answer.

Exhibit (A) as above described, was never read to me, until Mr. Murrey came to take the house, in the fall of the year 1875 - and I never signed nor authorized my name to be signed to said Exhibit or paper.

3rd Question.

Was there ^{ever} any contract of rental, between you and the defendant or any one for him, for the lot described in said Exhibit?

Answer.

No Sir: None, at all

4th Question

How many loads of dirt & oyster-shells, did you put

Answer. upon said lot, and what is the value of the house & other improvements, but upon the said lot by yourself? I had fifty (50) loads of ^{black} dirt & saw-dust from Blycon Mill - also thirty (30) loads of dirt from H. E. Smith's land, also 15 loads from the bank, near the bank of the hill also 5 loads of dirt from the Academy Hill - I also had thirty (30) bushels of oyster shells thrown.

I value the house, other buildings, palings, well & other improvements made on said lot by me, at the sum of \$252.⁰⁰

5th Question. What amounts have you paid said Henry on account of the purchase of said lot?

Answer. I paid him at one time \$85.⁰⁰ - at another \$18. at another \$12. These payments were made about 18 months after I got possession of the lot - and were directed to be applied towards the payment of said lot.

6th Question. Did you, on or about the 1st day of October, 1874 or about the time of said payments, see the said Henry & ask of him, an extension of time for the payments of the balance due on said lot?

Answer. About the expiration of the time, for the payment of the lot, I proposed to Mr. Henry, to make me a deed for the lot, and that I would then borrow the money from the Farmers Bank & pay him the - he replied, that you had as well pay me the interest, as to pay the Bank: & if you will pay me 10 per cent, the Bank interest, you may have your life-time to pay it in.

7th Question

What were you to pay for the lot?

Answer

One hundred & fifty (\$150) Dollars.

8th Question

Did said Mr. Murray, when you began to ~~construct~~ erect the buildings on said lot notify you, that they were not in accordance with the contract, & that he, (Murray) would require of you, a strict compliance with the terms, of the Agreement marked "A"?

Answer

~~Answer~~. He told me no such thing - but, on the contrary, remarked to me, that I was putting up a nice little house, & he advised me to paint it - The first complaint I ever heard from him; was in the fall of 1875, when he wished to take the property from me.

9th Question

are you ready, willing and able to pay the balance due on said lot, if you can get a deed for the same?

Answer

I am.

10th Question

Did you, in the Fall of 1875, just before this suit was commenced, offer to pay to said Murray, the balance due on the said lot, ~~and~~ all interest due, if he would make you a deed for the said lot?

Answer

Yes - I did - & ~~he~~ refused.

and further this document hath not

signed

James ^{W.} Randall
mark

copy

J. B. Peck

Charles Brunkley being duly sworn, on the Holy Evangelists,
of Almighty God deposes & saith as follows.

1st Question

What is your age, where do you reside, and do you know the parties to this suit?

Answer

I am 24 years of age - reside in Suffolk and know the parties to this suit

2nd Question

Were you at any time present when a conversation occurred between the said Kurney & Randall, with reference to the payment ^{for} a certain lot bought by Randall of said Kurney, & if so, state when & where & what it was?

Answer

I was present when Randall made the \$85⁰⁰ payment, at Mr. Kurney's Store - The question was then raised by said Randall's wife (Randall being present) what would be the consequence when the time expires & the lot is not paid for? Mr. Kurney said, as long as the ^{same} interest is paid me that would have to be paid in Bank, then he (Randall) may take his own time to pay the money, if it is his life-time.

and further, this deponent saith not
(Signed)

Charles Brunkley

James B. Napier & John R. Cepelani being duly sworn, say, as is set forth below -

That they are acquainted with the lot, on Pine Street, in Suffolk, on which said James Randall resides, & which he bought of John T. Kurney, and we consider the

value of said lot without any improvements, to be
(John N. Chalmers, saying \$100.) and the said James
B. Nefflet, \$75⁰⁰

and further they say not
(signed)

James B. Nefflet

John N. Chalmers

Randal Jones, being duly sworn, says, as is set forth
below—

I am 63 years old, reside in Suffolk & am well
acquainted with the parties to this suit—

I was present in J. J. Hurney's Store, in Suffolk, with
James Randall (the date I do not remember) when the
said James Randall paid Mr. Hurney, \$85⁰⁰ on the
purchase of his lot—(Charles Bankley & James Randall
wife & myself all being present together)—at the time
of the payment of the \$85⁰⁰ James Randall's wife remarked
to Mr. Hurney, what will be the consequences, if the
time expires, & the lot is not paid for? Mr.
Hurney said, that as long as the same interest
is paid to me, that would have to be paid in Bank.
Randall might take his own time to pay the
money, if it is his like-time— I was standing in
the porch of Mr. Hurney's Store, at the time, the said \$85⁰⁰
was about to be paid & Jas. Randall called to me,
to come in the Store to see the money counted, as I could
not write & he could not.

and further this defendant saith not.
(signed)

Randal Jones

By consent, further proceedings, in this case, were adjourned until the 6th day of October 1876, when there were present

A.C. Waters & Jno. R. Kelly. Placeliff's Attorneys
Jno. H. Wright & R. H. Rawls - Defendants Attorneys
Peter B. Prentiss, Court

John T. Nunnery being duly sworn, deposed and said as follows:

1st. Quest: What is your age, where do you reside & are you the Defendant, in this suit?

Answer: I am 37 years of age - reside in Suffolk, Virginia and am the Defendant, in this suit.

2^d Quest: Did you enter into a written contract, with the Plaintiff on the 1st day of May, 1873, for the sale of ~~the~~ a certain lot in Suffolk, on Pine Street?

Ans: I did.

3^d Quest: Examamine Exhibit ("A") & see if it is the contract.

Ans: It is.

4th. Quest: Was this contract read, through, to Jas: Rawls, the Plff: before he signed it?

Ans: It was read twice, & the bottom part three times.

5th. Quest: In reading over the contract to him, was any part of it omitted?

Ans: No part was omitted.

6th Quest: Did the Plff: sign the said contract in your presence?

Ans: He did - made his mark with the pen in my hand.

7 Quest: Did he at that time object to any part of

the Contract?

Ans: He did not - Seemed to be very well pleased.

8th Decr: Did he Sign the Contract in presence of any other person except yourself?

Ans: No one was present, save myself & my Clerk who is now in Georgia his name is, Charles Goodman -

9th Decr: Did you ever read the Contract to the Plff. after it was signed, before the commencement of this Suit?

Ans: I did.

10th Decr: Did he, at any time, raise any objection, to any of its contents?

Ans: He did not - but said to me, that he knew that the Contract was forfeited, but would give me \$250. on that day, before night, for the property, if I would agree to it.

11th Decr: Did he ever make an application to you for a duplicate or copy of said Contract?

Ans: He did not.

12th Decr: Would you, at any time, have given ~~you~~ him a copy thereof, if he had demanded it:

(Expected to by Plff. Att.)

Ans: I would - with pleasure.

13th Decr: Is the property that you sold him, in a low wet place?

Ans: It is tolerably wet - tho' not a hill

14th Decr: And you have an offer for said property -

before you sold to the Plff?

Ans:

I did - Had two offers - that I remember -
Ransom Madsy offered \$80. cash - R. E. Lee
offered an amo: which I do not now remember -
but I had no idea of selling, at that time - Had
just run a line of hawking, which separated it
from another lot of mine.

15th Inst.

Did the Plff ^{propose} ~~offer~~ you to sell the lot to him?

Ans:

He did - & very earnestly.

16th Inst.

Did he make you the offer himself -

Ans:

I don't remember.

17th Inst.

Did he object to the price you charged him
\$150.?

Ans:

He did not, by giving time 18 months -

18th Inst.

Did you consider that a low price for the
property?

(Quoted to Plffs. attys)

Ans:

I considered it a fair price - I could have
obtained that amo: for it, afterwards, in Cash -
from Professor Williams - before any improve-
ments were put on it.

19th Inst.

Would you have sold the property for
that price ~~to me~~ & on credit, unless the purchaser
would agree to have such buildings thereon
as specified in the Contract?

Ans:

I would not - as may be seen by the Contract

20th Inst.

Would such buildings, as specified in the
Contract, enhance the value of your other

property, adjoining?

Ans.

It would, of course.

21st

(Would common, or such buildings on the plff's
has erected, decrease the value of your property,
adjoining?)

Ans.

It would not increase its value.

22^d Quest

~~Did you~~
^{Did you} consider the fact, that good buildings
on the property, were a part of the consideration,
in its sale?

(Exempted to by plff's attor)

Ans.

I did

23^d Quest

Did the Plff. put on the beach 150 loads of
dirt & 30 barrels of Oyster shells?

Ans.

I think ^{it} very probable that he put the shells -
he did not put the dirt to my knowledge -
having an oyster house he may have deposited that
quantity of shells - 30 barrels of shells being
quite a small pile.

24th Quest.

Did the plff. erect on the land lot a house 22 x 16
feet 2 stories high, with brick chimney & well finish
as he promised to do in the agreement or contract?

Ans.

He did not - but built a House about 15 x
17 feet with no chimney & not finish inside, as
was expected.

25th Quest.

What did the ^{House} cost him; which he did erect?

Ans.

Such a House could have been built for 125 \$ &
all hand force I do not know what the House-
Cost him - I know the Carpenter was not paid

unless he has been recently paid -

26th: Ques:

Do you consider that he has put \$7.⁰⁰ worth of
balmy's on the premises?

Ans:

He may have spent \$7.⁰⁰ on the balmy's

27th: Ques:

Was the payment ~~of~~ stipulated in the contract,
(\$150) paid in or before the 1st day of Octo: 1874?

Ans:

It never has been paid, yet.

28th: Ques:

Was any payment made to you prior to the 1. day
of Octo: 1874.?

Ans:

There was a payment ^{made} - the ans: I do not now
remember.

29th: Ques:

Did you consider that the property was perfected, after
failure, on the part of the Plff. to comply with the
contract?

Ans:

I did - by referring to the contract.

30th: Ques:

After failure to comply with the contract did
the Plff. state to you that he knew, that he had
perfected the property, by not complying?

Ans:

He said he had & offered me \$250. for the
property, as it then stood. - Told him that
he might have it for \$300.

31st: Ques:

When the 1st payment was made, was the Plff's wife
present?

Ans:

Not that I remember.

32nd: Ques:

Did the Plff's wife ask you what the consequences
would be if the time expired & the lot was not paid for,
& if so, what was your reply?

Ans:

She never spoke to me concerning the matter, but once

(which was about 6 mos. before the note was due)
when she came to my back-door on one morning.
^{between}
~~about~~ day break I saw her & knew to be in
trouble & asked me if I could not buy the lot, be-
the Plff., so he could not sell it as he was
going to sell it & go away.

33rd Quest: Did the Plff. ask for an extension of time, ^{or before} after he
had defaulted?

Ans: He did not.

34th Quest: Did you ever tell the Plff. that you would give
him his lifetime to pay in, if he would pay 10% C.C.
Bank interest?

Ans: I told him no such thing.

35th Quest: Did the Plff. owe you an open store acco:
at the time he made you some payments?

Ans: He did. He kept an open acco: at my store for
goods & oysters ~~and~~ there is an acco: at my store
against him, at this time.

36th Quest: Did he give any specific directions how
certain money he paid you & he said should be
applied, or did you tell him that you applied
them to the store account or to the payment
on the lot?

Ans: I do not think that any thing was said ^{as to} how
they were to be applied - I gave him credit
for all he paid, as my books will show & he
never paid but one payment on the lot, which
was \$77.30. It was in Oyster Season

when most of the small payments were made -
he was getting orders every week from me & paying
occasionally, but never paid in full.

37th Quest:

What was the arrangement between you & the bill for renting the property, after the foreclosure & offer - he had offered you \$250 for the property?

Nus.

I told him that he might stay there awhile
at \$5 per month, but that I was going to take
the shanties away & that I would not have such
things there. — I meant that they (the shanties)
were worth less.

38th June

But he agree to stay on the terms proposed by you.

Ans.

I don't remember whether he did or not - but
inserted in my issue \$250 for the weekly, &
went off ^{from me} - & very soon returned & asked for the
contract - I did not deliver it to him - he went
off from me, again & returned with Mr. Withers,
who then took a copy of the contract & the bill,
did not then distribute it.

3rd Quest.

When the pl^{ty} was erecting the buildings on the lot
did you notify him that they were not in accordance
with his contract. }

Ans.

I did in this way - I said, "Jim, the house is not as large as you are to put up - ~~you know~~ ^(he was then walking down the street) he remarked, without stopping, never mind Sir, I will have them to suit you.

40th Jan, -

Did you inform him that you would require
strict compliance with the terms of the Contract?

Ans.

I did not, at that time — as he did not stop to talk, but thought he knew the contract as well as I did, as I had read it to him, more than once.

Expressed to by Plffs: attor:

41st. Quest:

Did the Plffs: ever apply to you for a deed for the property?

Answer

He did not — he had no right unless he had brought the money.

42nd Quest:

After the forfeiture did you say to the Plffs: that he might have the work done by him on the premises appraised by 3 or more disinterested parties, & you would allow for the same its appraised value?

Ans:

I did.

Cross examined by Plffs: attor:

1. Quest:

Did the Plffs: ever tender the balance of the purchase money, or offer to pay you the balance on the said lot L. & L., what was your answer?

Ans:

He did not.

2nd Quest:

When did you tell the Plffs: that you would take \$300. for the lot: was it after the house was built or before?

Answer

After the house was built — about 2 years

3rd Quest:

You say, that such a house could be built for \$1200 — why then, should you ask \$377⁵⁰ for a lot with the house on it, which, before

was only worth \$150⁰⁰?

Ans:

Because I considered he owed about \$60 (a years' rent) & thought the premises were, then, worth about \$300⁰⁰

4th Quest.

Did you tell the plff: after the foreclosing as you claimed, that he should not stay on the premises for less than \$5⁰⁰ per month, or did the plff: agree to pay you \$5⁰⁰ per month for the premises?

Ans:

~~and I am before~~ I don't remember

5th Quest

Who was present beside yourself, when you made the alleged contract of rental?

Ans:

My Clerk was in the Store, but not near by - I am alone with the plff: & myself - my Clerk is now in Suffolk.

6th Quest

Of whom did you receive the \$77⁵⁰ payment on the said lot, as was referred to?

Ans:

From the Plff: - out of his own hands.

7th Quest.

What amo: of Store acco: did the plff: owe you at any one time?

Ans:

I don't remember now - not over \$25⁰⁰ at a time

8th Quest.

Did you at any time, give the plaintiff notice to quit the said premises, & if, yea, state the first time that such notice was given?

Ans:

Yr. I did - in the fall of 1875 -

9th Quest.

Did the plff: in July, 1875, transfer you a note, signed by Mr. Manning for \$20. & did you not give him \$3. in change - he telling you,

that, that was all the money he had³

Ans:

I don't think the note was that amo: - in fact
it was an order ^{for say \$14.} he ~~was~~ had about \$12. & it
I gave him the balance in change - his acco:

~~10th~~ 14.

10th Quest

Did you ever have the plott: entered in your
Books, for more than \$5⁰⁰ at any one time?

Ans:

~~I don't~~ I did.

11th Quest

Why is your refusal to give the plott: the contract
to a copy of it, when asked for it, & why did
you wait until his atto: applied for the
Contract?

Ans:

Because he might destroy it - if he ^{had} asked for
a copy he could have given it.

12th Quest:

~~Did~~ ^{not} he, the plott: in Aug: 1878 - pay you \$12
in currency, in the presence of your clerk, at your
store?

Ans:

I can ^{not} say, with certainty, at this time - I don't
remember - but could tell by referring to
my Books.

13th Quest.

You say, that the Carpenter's Bills are not paid -
state, how you ascertained the fact, that they are
not paid, & whose bill is it, that is not paid?

Ans:

I was told, by one of the Carpenters, the first Con-
tractor, Simon Hall, who is a witness, & now
present - Simon Hall's bill is not paid.

14th Quest:

You say that you know the bills of the Carpenter
are not paid. State how you know it?

Ans:

By Simon Hall's own words - I mean, Simon Hall told me so.

- Re - Examining by Deft: Attorney.

1st Quest:

When you charged Randall \$300 for the property, - after the forfeiture, or gave him the privilege of renting it at \$5⁰⁰ per month: did he complain of the charge, and what induced you to put the figures at the price named?

Ans:

He thought, that \$300⁰⁰ was too much - I thought I ought to let him have it, at ~~\$300⁰⁰~~ \$250⁰⁰ - My object was to get him away from the premises - not considering him, an expense to the neighbors: his business being a nuisance to the community - His business was keeping a mixer house (ie) an oyster house, Ice cream, Saloon, cook shop &c -

Cross examination, by Plff: atty.

Quest: 1

What was the Plff's business, at the time of the purchase of the lot? When did he conduct that business, at that time?

Ans:

I don't know for certain - but think he kept Ice Cream on the street, ~~and~~ I don't know, as to his other business - but if I had known, that he intended to keep a house of the above character, I never would have contracted with him for the sale of the lot.

Quest: No: 2

How long was the Plff: on your lot (said lot) before he contracted for its purchase? &c

what was his business there?

Ans:

He was not there, at all - there being no house there - it being a vacant lot only.

And further this deponent saith not

(Signed)

J. J. Murray

Simon Hall, being duly sworn in the Holy Evangelists of Almighty God, deposes & saith - as follows:

1st Quest:

How old are you, where do you reside & what is your occupation?

Ans:

I am about 40 years of age - res. in near the Centre of the town of Suffolk; My occupation is that I am a House Carpenter.

2^d Quest:

Did you have a contract with the M^{rs}, for building a house on the lot purchased by him from the deft. & Ch. Fra, when were the terms thereof? & how the M^{rs}. ever paid you for the work done by you?

Ans:

I did have such a contract - agreeing to build the house for \$36⁰⁰ & board myself - & to have money, along, & as to feed my folks, as the work progressed - I worked 14 days - the first week he paid me \$2⁵⁰ the 2^d week he paid me nothing - the 3^d week ~~he paid me nothing~~ - I went to him to go to work - Monday morning - I asked him for money to buy me something to eat - he gave me none - I then told him that I must go somewhere else to get

walk to enable me to buy something to eat & then
I would come back & work for him. I then walked
for Mr. Edwin S. Richick - he having advanced me \$1. -
worked for him 7 or 10 days - and then returned to
the Pltff (Randall.) I found that he had employed
another man to do his work - Mr. Kelly
West by employ to finish the work which he
did finish - The Pltff. then had me arrested for
interfering with his workman - was carried before
Jus. N. Copley. In late May, when the hearing
was deferred at Randall's cost. I, ~~after~~ on
the next day, warranted the pltff. for \$17⁵⁰,
the amo. I claimed for the work done in
the house, & the warrant was tried before
said May, ^{who dismissed the same} & a judgment for the costs
\$3.90, was entered against me.

and further this deponent, saith not.

(Signed)

Witness.
P. B. P. P. P.

Simon ^{his} Hall
mark

Atto: for the Defendant.)
John H. Wright, being duly sworn on the Holy
Evangelists of Almighty God, deponent & saith as follows:
I am 36 years of age & reside in Suffolk - Some
time in the year 1894, after the expiration of the contract
herein alluded to, & after the deft (Harmy) had
notified the pltff. of the forfeiture, the Pltff. came
to my office to ascertain whether some arrangement

could not be effected by which he could retain the
property - I asked him, what he proposed to do? -
he replied, that he wanted to buy the property, as it then
stood - his contract with Mr. Murrey (the debt) having
been forfeited - He proposed to borrow \$250⁰⁰ & make
Mr. Murrey the offer of that sum, in cash - stating at
the same time, that the debt charged \$300⁰⁰ but that
he had no doubt, \$250⁰⁰ would buy the property - When
I asked him how he proposed to retain the \$250⁰⁰
he suggested, that he would give a lien on the prop-
erty, & thought he might get the money from
the Bank - I told him, the Bank would not loan
\$250⁰⁰ on that property - He then stated, that he
would try to borrow the amo: from some private
party - He left my office & I heard nothing more
of the matter, until the suit was instituted -

Exhibit to { Pltff's Atto: as to so
much of said statement, as ~~consists~~ consists
of the Atto's opinion -

X examined -

Were you at the time, a practicing Atto: &
did the Pltff. know the fact & did he (the
Pltff) consult you, as such?

Ans:

I was a practicing Atto: I informed the Pltff:
when he came into my office, that I was Mr. Murrey's
Counsel on any matters, requiring the Service of Counsel -
The Pltff. said he so thought - but came to see
me as Atto: for the Bank, to ascertain

whether he could, probably, borrow the desired Sum
from the Bank.

and further this dependent I am not
(Signed) Geo W Wright

James Randall the Plaintiff: re-called -
Did you know Mr. Wright was Mr. Quincy's
att. at the time you called on him, or did you
know, that he was the attorney for the Farmers
Bank & did you ever have the conversation,
as above described by Mr. Wright?

Ans

I did not - The conversation I did have with
him, was about, as follows: I went to Mr. Wright's
front door (at his residence) he came to the door -
I asked him, for the date of the month & year
of the Contract, that he drew up for Mr. Quincy
he replied, that he ^{did} not then, exactly know
he however had it in a memorandum - but
had not, then time to look for it - told me
that if I would call on Mr. Quincy, he
would give me the ~~the~~ correct date - I told
him that Mr. Quincy & myself were at variance
that I had no more to say to him about it.
He then said to me, that he acted for Mr. Quincy
in his business, when called upon - then I left him
at the Sign -

~~A~~
XX X and Y left att.

Quest.

At what time did the conversation occur to which
you have alluded to above.

Ans:

Some time after school hours, during the year
1895.

And further this deponent saith and
(Signed)

James ^{W.} Randall
witness

Witness

J. H. Hunt

James Randall (old)

$\frac{4}{v3}$ { Deps: filed Return with
Comm's Report.

John J. Norrey

At a Circuit Court held for Nantuxemond County, the
10th day of October, 1877.

James Randall (old) Plaintiff.

Against { In Chancery

John J. Nurney Defendant.

This Cause came on this day to be again heard on
the papers formerly read, and it appearing to the Court
that the said Defendant has failed and refused to execute
the Decree made in this Cause, at the April Term, 1877,
of this Court, notwithstanding the Plaintiff has offered
and tendered to said Defendant the amount decreed
to said Defendant: It is therefore ordered that the said
Defendant be summoned to appear before this Court
on the 12th instant, at Eleven O'clock, A.M., to show
cause why an attachment should not be issued against
him for failing to obey said Decree.

A. C. J.

Teste,

Peter B. Prentiss, Clerk.

James Randall
(chis)

24 } Co: Secm

John T. Murney

1877 Octr 10th This day at
2 1/4 P.M. I executed the
within by delivering a
true copy hereof to
John T. Murney.

J. L. Tully Com. Siff
By F. H. Randt Secy Siff

Randall

v

Tunny

This cause came on this day to be again heard on the paper, formerly read and it appearing to the Court that the said Defendant has failed to execute the decree made in this cause at the special term 1877 of this Court, notwithstanding the petition, offered & tendered to said debt, the amt. decreed to said debt, & ~~for~~

It is therefore ordered that the said Defendant be summoned to appear before this Court on 12th Inst, at 11 o'clock A.M. to show cause why an attachment should not be issued against him for failing to obey said decree

Randall

v

Army

1877

Oct. 20

Order

To be entered

Geo. B. No. 1

Entered O. B. No. 1

p. 356.

Randal

vs.

Turney

This cause came on this day to be again heard on the papers formerly read therein, and on the Report of Commissioner Peter B. Prentiss, made by him in this cause in pursuance of a decree of this Court pronounced at the ~~Spring Term~~ thereof ^{and on the depositions filed with said Report} in the year 1876, and was argued by counsel.

An consideration whereof the Court doth confirm the said Report as to the sum of \$90.41, ascertained to be due thereby to John T. Turney by James Randace with interest from the 7th day of October 1876 till paid, and ^{the Court} doth ~~not~~ ^{confirming the statement of said Report, showing the sum of \$110.54} ~~set aside~~ ^{as to the res-} ~~to be due by said Randace to said Turney~~ ^{and doth} ~~adjudge,~~ ^{order and decree} that said James Randace pay to said John T. Turney, within the next succeeding sixty days, the sum of 90.41, with interest thereon from the 7th day of October 1876 till paid, in full of all moneys due by said Randace to said Turney for the lot and appurtenances in the Town of Suffolk, purchased by said Randace of said Turney as af-

years by proceedings and papers in this cause.

And the Court doth further adjudge order and decree that said John T. Chumey execute to said Raudall, when he shall pay said sum of money, a deed with general warranty and ~~his wife's relinquishment~~, conveying to said Raudall the lot and appurtenances aforesaid.

And the Court doth further adjudge order and decree that the Plaintiff and Defendant to this cause pay each, one-half the costs of this cause to be taxed by the Clerk of this Court and doth direct the Sheriff of Tausenond to collect or receive the same and pay it to the parties entitled thereto.

Raudall

vs. J Chy.

Chumey

Tausenond County
Circuit Court

Apr. Term 1877

Decree

To be entered

By J. W. (S)

13

Entered O.B. No. 1 p. 350

54060

Randall

v.

Muney

This cause came on this day to be
~~again~~ heard on the Bill of the Complainant
and answer of Defendant, ^{this day filed with the leave of the Court} and Exhibit filed
thereunto, with replication to said answer, and
was argued by Counsel: On consideration
whereof the Court doth adjudge, order & decree
that a Commissioner of this Court take
an account of all payments made by the
Defendant by the plaintiff on account of
the purchase of the Lot of land referred to
in the said Bill, and report the same to Court,
with a statement of whatever Balance, if
anything, may be due thereon: and also
the value of said lot when sold by said Muney
to said Randall, & the value at the com-
mencement of this suit & its condition
and make report to Court with any matters
specially stated & deemed pertinent by himself
or that either party may require to be stated.

Randall

n.

John T. Hursey

1876

Apr. 21,

Decree

2 to enter

George

Entered

Off. No. 1-p-308

Ransall

or

turner

This cause came on this day to be again heard in the paper formally read, & on the order made in this cause at this term & the return of the Shff. thereon, & the said turner appearing court and ^{having} executed & delivered the deed required by the decree of April Court 1877, and paid one half the taxed costs in the cause as appears by paper marked (X) filed this day; It is by the Court ordered that the proceeding has been, be confirmed & it appearing to the Court that nothing more is necessary to be done in this cause it is ordered that the same be removed from the docket.

Randall

M

turning

1877

Oct 24

final decree
to be entered

Geo: Blow,

we agree to this,

John R. Kelly p. 2.

Wright & Rand. p. 9.

Entered O. B. No. 1

No. 370

Articles of Agreement made and entered
into this 1st day of May in the year 1873
between John T. Turney of the first part
and James Randall of the second part;
Witnesseth that the said John T. Turney
agrees to and with the said James Randall
that he the said John T. Turney will sell
the said James Randall all that lot of
land on Pine Street in the Town of Suffolk 2^d,
fronting on the said Street feet 1200 -
running back by parallel lines feet and
adjoining the lot of the African Methodist
Episcopal Church, for the sum of One
hundred and fifty Dollars, to be paid
on or before the first day of October 1874
and bear interest at the rate of ten per cent
per annum, and if so paid the said John
T. Turney will execute at his own cost and
charges, a Deed to said James Randall, con-
taining covenant of General warranty
and the usual covenants of title.

The said James Randall of the second part
covenants to erect a house on the said
lot, not smaller than twenty two by sixteen
feet, two stories high with brick chimney
and well finished; and that if default be
made in the payment of the said sum of
One hundred and fifty Dollars as above
specified, then and in that event the

said building and all other improvements
on the said lot shall be forfeited to the
said Geo. T. Murrey.

Witness the following Signatures & Seals

John T. Murrey Seal
his
Jos. + Randolph Seal
mark

Exhibit "A"

Filed with Comm.

11
The Answer of Jas T. Hamey, Defendant, to the
Bill of Complaint exhibited against him in the
Circuit Court of Macon County by James
Randall, Complainant.

This Defendant now and
at all times hereafter saving and reserving to
himself all benefit and advantage of exception
which now or may be had as to the many er-
rors and imperfections in the said Complainant's
said Bill contained for answer thereto, as to so
much thereof as this Defendant is advised is essen-
tial or necessary for him to answer, this de-
fendant answering with,

That on the 1st day of
May 1873 articles of agreement were entered into
between the said Complainant and this defendant
as set forth in the Complainant's bill, and that the
said agreement was made at the special instance
and request of the Complainant, and on the terms
proposed by the said Complainant, without any solici-
tation on the part of this defendant, that a copy of
the said agreement is ~~now~~ herewith filed marked "a"
and prayed to be taken as part of this defendant's an-
swer to the said bill. That before the said agreement
was signed this defendant read the same to the
~~defendant~~ Complainant verbally, to all of which
the said Complainant assented, and affixed his
signature and seal by writing his name thereto.

that the terms of said agreement were frequently repeated to the Complainant, and particularly the terms of payment of the purchase money, and the specifications of the buildings which the Complainant agreed to erect on the said lot. That the Complainant knew that this defendant had refused several offers of more than \$100 for the said land and was particularly urgent to buy the same at his own offer of \$150⁰⁰. That this defendant would not have sold the said land to the Complainant at the price of \$150⁰⁰ except upon his express agreement, often reiterated to erect buildings of the dimensions and character specified in the said agreement; that there was a verbal agreement between the Complainant and this defendant, that in the event of default in the payments as agreed upon, or in the execution of the specific terms of said agreement, any payments made by said Complainant should be credited on account of rent of the said lot of land.

And this defendant, further answering says, that he never entered into any agreement with the said Complainant for an extension of time in the payments to be made on the said lot, but that when the said Complainant began to erect the buildings thereon, this defendant notified him (Randall) that they were not in accordance with the contract, and that this defendant

would require a strict compliance with the terms of the agreement, and to this admonition the Complainant gave no heed.

And this defendant denies that the said Complainant has expended the several sums claimed by him, in the improvement of the said lot; that the Complainant has not hauled 150 loads of dirt and 30 bushels of oyster shells as set forth by him; that the Complainant has not built a house at the cost of \$230, nor is it of the dimensions and finish specified in the said agreement; and this defendant avers that the Complainant has not paid for the work which has been done upon the said lot.

and for further answer to the said Bill, this defendant denies that the Complainant has paid the several sums of money claimed in his said bill; and further says that at the expiration of the time for the payment of the money as agreed upon, this defendant notified the Complainant of his default, and forfeiture of the said premises and required him to deliver possession of the premises to the defendant according to the terms of said agreement; and that the said Complainant acknowledged the forfeiture, according to the terms of the agreement; that this defendant then permitted the ~~other~~ Complainant to occupy the premises

upon his agreement to pay his rent ^{to} promptly
that the Complainant was indebted. The de-
fendant has a open store account, and the only
payments made by him (the Complainant)
previous to Jan 1st 1875, amounted to \$77.50
for which this defendant credited him on
his store account and rent, under the verbal
agreement above set forth; that afterwards,
sometime during the year 1875; this defendant
required the Complainant to vacate the said
premises, the Complainant protested that he
would pay his rent, and again desired to pur-
chase the said property, offering to give the
defendant \$250⁰⁰ cash for the same, and re-
iterating that he recognized the defect here
under the previous agreement.

And this defendant further says that the total
amounts paid him by the Complainant
from May 1st 1873 to Nov 3^d 1875 do not ex-
ceed \$109 ⁴⁹/₁₀₀ which do not cover the store ac-
counts of the Complainant, and this defend-
ant's claim for rent.

And now, having fully answered the com-
plainant's bill, this respondent prays
heuce to be dismissed with his reasonable
costs in this behalf expended, and he will
ever pray &c

J. T. Murney

Godwin & Archer
Bright & Rawles (attys for def.)

County of Hausmann to wit:

This day personally
appeared before me, Geo. B. Wright, a Notary Public
in the County aforesaid, Geo. J. Runney, whose
answer is above written, and made oath that
the statements contained in the said answer
so far as made of his own knowledge are
true, and as far as made upon knowledge
or information derived from others he be-
lieves them to be true.

Given under my hand this 1st day of April 1876.

Geo. B. Wright
Notary Public -

(Copy)

Articles of agreement, made and entered
into, this 1st day of May in the Year 1873, between
Mrs J. Hume of the first part, and James Randall
of the 2^d part: Witness, that the said Mrs J. Hume
agrees to and with the said James Randall, that
he the said Mrs J. Hume, will sell the said James
Randall, all that lot of land on Pine Street in
the Town of Suffolk Va, fronting on the said Street

Let and running back by parallel lines
feet and adjoining the lot of the African Meth-
odist Episcopal Church, for the sum of One Hun-
dred and fifty dollars, to be paid on or before the
1st day of October 1874, and bear interest at the
rate of ten per cent per annum, and if so paid
the said Mrs J. Hume will execute at his own
cost & charges, a deed to said James Randall
containing the Covenants of general warranty
& the usual covenants of title -

The said James Randall of the second part Cove-
nants to erect a house on the said lot, not smaller
than twenty-two by sixteen feet, two stories high
with brick chimney and well finished, and
that if default be made in the payment of the
said sum of One hundred and fifty dollars, as
above specified, then and in that event the said
building and all other improvements on the
said lot shall be forfeited to the said
Mrs J. Hume - Witness the fol -

Following signatures and seals.

Geo J. Murray (Seal)
Jas^{lir} + Randolph (Seal)
Mant

Copy of
Articles of Agreement

"A"

Randall)
vs }
Munsey } ~~Chancery~~

Answer of
Jas T. Munsey off

1876. apt. 11th. Filed & leave
of the Court.

off

To the Hon. Geo. Blow, Judge of the Circuit
Court of Hansemond County, Virginia

Complaining shew unto the Court
Your Complainant, James, Randall (a
Colored man)

Your Complainant respectfully
represents to the Court and says,

That On the 1st day of May 1873, articles
of Agreement were entered into by your Com-
plainant, with John J. Arney, (a white man)
by which, the said John J. Arney agreed for
the sum of One hundred and fifty dollars, to sell
to your Complainant "all that Lot of Land situate
on Pine street, in the Town of Suffolk fronting
onsaid street . . . feet and running back

feet, and adjoining the Lot of the
African Episcopal Methodist Church, which
sum of \$150, was to be paid on or before the first
day of October 1874, and bear Interest at the rate
of Ten per centum per annum, and if so paid
the said Arney was to execute at his own
costs & expenses, a deed to your Complainant
containing covenants, general warranty of the
usual covenants of title. And your Complainant
covenanted to erect a house upon the said Lot not
smaller than 22 by 16 feet, two stories high
with brick chimney & well furnished, and that
if default ~~or default~~ should be made in the payment
of said sum of \$150. then and in that ~~case~~ event
the said Arneying and all instruments on the

said lot should be forfeited to the said John J. Murray,

Your Complainant says, that he has no recollection of having that paid off said contract read to him which infers, the building and improvements on condition named in the Contract, and that no duplicate of said Contract was ever furnished him by said Murray.

That the small lot of land fronts on Pine street fifty four feet and runs back west from said street 138 feet, and is in a low wet place not really worth one third of the amount which the said John J. Murray charged him for it;

That notwithstanding the extravagant price charged for the lot, your Complainant went to work in good faith and hauled 150 loads of dirt to raise its surface unto \$7⁵⁰, also 30 bushels of plaster of Paris, & put up a two story framed home brick chimney, with kitchen at a cost of \$230, and dug a well & put it in order at a cost of \$5, and put up paling to the value of \$7.

That finding that with his limited means, he could not pay the \$150. for the said lot and build the house & put the lot in order, by 1st Oct 1874, he went to said John J. Murray, to get an extension of time, which the said Murray granted him in the presence of several persons, and the said Murray agreed that if your Complainant would pay him (Murray) a certain or instalment

on the Debt, and such Interest as he, Turney, would have to pay at Bank, he the said Turney, would not disturb nor disturb your Complainant.

That your Complainant relying on the agreement then made (but verbally) with the said Turney as to extension of time, proceeded to pay him 10 per cent on the Debt & has paid him on account \$85. & \$18. & \$12, making \$115 & all interest, these sums now paid to said Turney and directed to be applied to the purchase money of said Lot; whether the said Turney has done so or not your Complainant does not know & if he has applied the same to any other Debt, your Complainant protests against it as contrary to agreement, and as an effort to prevent your Complainant from paying for his said Lot, so that the same full improvements may be claimed as profits to said Turney, -

Your Complainant, is ready, willing to pay whatever is due on the purchase of said Lot, but the said Turney refuses to receive the same & claims, demands that your Complainant shall forthwith vacate the premises, & surrender to him the same as profits, by which the said Turney would get back his lot, now ^{it was, when} worth double what your Complainant got the same, & his houses & other improvements, & his money, (\$115) for a Lot, dwarf, wet lot, without improvements, but originally worth

#50.

Your Complainant is advised & therefore says that a Court of Equity will protect him against any such forfeiture & penalty and wrong; and that to deprive him of the said premises would be a fraud on his rights.

Your Complainant prays that an account may be taken to ascertain how much he owes on the purchase aforesaid, and which when ascertained your Complainant will pay.

And your Complainant further prays that the said John J. Murray may be decreed to make to your Complainant a good general warranty deed with his wife, relinquishment of Dower.

In consideration whereof, and as your Complainant is without remedy, save in a Court of Equity, to the end your Complainant prays that the said John J. Murray may be made defendant hereto, and be compelled to answer the allegations herein, on oath. That an account of what your Complainant may owe him may be had; that the said Murray may be compelled to accept the same, without cost to your Complainant, and make to your Complainant such a deed as is referred to above, and that no forfeiture of said premises may be decreed by this Court, and that such other & further relief may be granted, that may be consistent with Equity &c. and your Complainant will &c.

A. C. Arthur
John R. Kilby Son (Arthur)
Supt.

signed his
James X Randall
muss.

Witness
A. J. Randall

State of Virginia

Nansemond County to-wit:

This day personally appeared before me Alvirthus Commissioner In Chancery for the County Court of Nansemond County, James Randall whose name and mark are signed to the foregoing writing and made oath that ~~it was~~ ~~true~~ the matters and things therein set forth were true to the best of his knowledge & belief

Given under my hand this the 3rd day
February 1876

Alvirthus
Comm. In Chancery &c.

Arthur
Killy Sp. 4

James Randal.

m { Bill

John J. Munn

Cir. A. Aam²,

James Randall

¹⁵ E. Chy. Notes

John J. Nurney

1875. Nov. 20th. Sum. in Chy. issued to Decr. Rules, 1875-

" Dec. 8th. Continued for Bill

1876. Jan. 5th. Ditto

" Feb. 7th. Bill filed - & Conditional Decree v. the defendant

" March. 6th. Conditional decree confirmed; and cause set for

" April 11th. Hearing, on motion of Compts. Counsel
Answer filed by leave of the Court.

" April 11th. Decree for accos.

" Oct. 7th. Report ~~of~~ ^{per} ~~the~~

" " 12th order, ^{consent for other parties case in vacation & return such}
1877. April 13th. Decree for money & to make sure -

" May 30th. Report of tender of money & dec. filed
^{refusal by deft. to}

" Oct. 10th. order to show cause why an attachment should

not be -

" " 12th Final Decree

Chy: Notes