

1884-003  
Nansemond Co. (Suffolk)

Chancery Causes: Prentis Duke vs Pompey Mullen

Savage, Beamon, Worrell

This is the amount of cotton that I have made up for

Duke & Muller Dec 5<sup>th</sup> 1882

£

Five hundred & fifty nine pounds

559

Dec 5<sup>th</sup> 1882

440

Dec 5<sup>th</sup> 1882

425

Dec 6<sup>th</sup>

592

Dec 7<sup>th</sup>

318

Dec 14<sup>th</sup>

302

Dec 16<sup>th</sup>

Duke

142

Dec 20<sup>th</sup>

582

Dec 30<sup>th</sup>

689

Jan 2<sup>nd</sup>

182

Jan 3<sup>d</sup>

205

Jan 4<sup>th</sup>

131

Jan 9<sup>th</sup>

97

Jan 24<sup>th</sup>

157

Jan 25<sup>th</sup>

309

Feb 1<sup>st</sup>

270

Feb 1<sup>st</sup>

578

Feb 2<sup>nd</sup>

379

337

6945

17686

5057

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Pempey Mullen,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *December, 1882,* <sup>this</sup> ~~next~~ <sup>month</sup> to answer a  
Bill in Chancery, exhibited against *him*  
in the said Court by *Prentis Luke,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *2nd* day of *December* 1882, in the *107th* year of the Commonwealth.

Teste :

*Peter B. Prentis.* Clerk.

Memo:

The within named, the Defendant, Pompey Muller, <sup>or his Agents,</sup> are hereby enjoined, and restrained from removing any of the Crops, grown upon the land in the Bill mentioned, and belong to the Plaintiff, Peter B. Duke, until the further order of the Circuit Court of Harborside County.

Teste: Peter B. Prentiss, Clerk

Ino: H. Wright, p. 9

Prentiss Duke

Sum. in Chy. &c.

Pompey Muller

To Decr. Rules, 1882

To: B. Wright, p. 9

Civ. Co.

1882. December 2nd. Received by delivery a copy hereof to the within named Pompey Muller.

1882. December 2nd. Received by delivery a copy hereof to the within named Pompey Muller.

6-200  
Know-All men, by these presents, that we, William  
E. Duke and Prentiss Duke, are held and firmly bound  
unto the Commonwealth of Virginia, in the sum of  
seven hundred dollars, to the payment whereof, well  
and truly to be made to the said Commonwealth of Virginia  
we bind ourselves and each of us, our and each of our heirs,  
executors, and administrators, jointly, and severally, firmly by  
these presents.

Sealed with our seals and dated this 2nd day of December,  
A.D. 1882.

And we hereby waive our Homestead Exemption, as to the  
Obligation.

The Condition of the above obligation is such  
that whereas the above bound William E. Duke,  
who was under and by virtue of an order of the Hon: C. W.  
Bell, Judge of the Hastings Court of the City of Portsmouth,  
Va: made on the      day of      1882, upon a Bill in  
Chancery presented to him, wherein Prentiss Duke is Plaintiff  
and Pompey Mullen is Defendant, appointed  
Receiver, (which said order is directed to the Clerk  
of the Circuit Court of Nansemond County:

Now if the said William E. Duke shall  
faithfully discharge the duties of his Office or Trust  
as Receiver, as afore said under that and every future  
order, in said Cause, then the above obligation  
to be void, or else to remain in full force  
and virtue.

Executed  
and acknowledged before  
me, in my Office, this  
2nd day of December,  
A.D. 1882.

Peter B. Prentiss, Clerk

William E. Duke *Seal*  
Prentiss Duke *Seal*

Prentiss Luke

vs { Receiver's Bond  
Pompey Mullen

1882  
Recor: 2nd: Executed &  
filed. Clerk

Know All Men, by these presents, that we, Prentiss Duke and John H. Wright are held and firmly bound unto ~~the Circuit Court of the County of~~ Pompey Mullen, in the sum of One hundred (100) dollars, to the payment whereof, well and truly to be made to him; the said Pompey Mullen, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals, and dated this 2nd day of December, A.D. 1882.

And we hereby waive our Homestead Exemption as to this obligation.

The Condition of the above obligation is such, that whereas the said Prentiss Duke, in his Bill in Chancery against the said Pompey Mullen, addressed to the Hon. Geo. Blow, Judge of the Circuit Court of Newsum County, has obtained from the Hon. C. W. Hill, Judge of the Hastings Court of the City of Portsmouth, Virginia, an injunction to enjoin and restrain the defendant, the said Pompey Mullen or his agents from removing any of the crops grown upon the land, in the said Bill mentioned, and belonging to the Plaintiff, Prentiss Duke;

And whereas, it is provided by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof, until he or some one for him shall give bond with sufficient security, in the penalty of One hundred dollars before the Clerk of the said Circuit Court, payable to the said Defendant, and conditioned to pay all such costs and damages as may be sustained by the defendant, by reason of awarding said injunction;

Now therefore, if the said Prentiss Duke, shall pay all such costs as may be awarded against him; and all such damages as shall be incurred in case the said injunction be dissolved: then this obligation to be void, or else to remain in full force and virtue.

Executed & acknowledged before me

in the Clerk's Office, this day & date above

Peter B. Prentiss, Clerk  
of the Circuit Court of  
Newsum County, Va.

Prentiss Duke (Seal)  
John H. Wright (Seal)

Prentiss' Lake

as } Injunct Bond

Proprietor Mollen

Decr. 2nd 1882 Executed before  
clerk

COURTS:  
Nansemond, Isle of Wight and Southampton  
Counties, and United States District  
Court at Norfolk, Va.

OFFICE OF C. H. CAUSEY,  
Attorney at Law.

Suffolk, Va., Dec 4 1882

To Prentiss Duke

Take notice that on the 14th day of December, 1882 I shall by my proper attorney move the Honorable Judge of the Circuit Court for the County of Nansemond, in vacation, in Chambers, in the City of Norfolk, for a dissolution of the injunction awarded against me by the Hon. L. W. Hill, Judge of the Corporation Court of the City of Portsmouth in a certain suit in equity depending in the Circuit Court of Nansemond County, wherein you are plaintiff and I am defendant - at which time and place you are required to appear and do what may be necessary to protect your interest

Respectfully  
For my Client  
C. H. Causey & Atty  
Meritt Briggs

Executed a copy of the within delivered to P Duke  
Decr 4th 1882  
S. L. Lingham Shff

The depositions of Parents Duke and others  
taken before me E. E. Howard, a notary  
public, for the County of Newsum in the  
State of Virginia, by consent of all par-  
ties, to be read as evidence in behalf  
of Parents Duke, in a certain suit in  
Equity, depending in the Circuit Court  
for Newsum County wherein Parents  
Duke is plaintiff and Pompey Muel-  
len is defendant.

Present. Just Wright. Attorney for Petitioner.

Consey & Briggs Attorneys for Defendants.

Parents Duke being duly sworn depo-  
sith and swith as follows:

1<sup>st</sup> Q for Petitioner.

What is your age, occupation, residence  
and do you know the parties to this  
suit?

Ans -

I am 67, farmer, reside in Chambersburg  
and am a party to this suit.

2<sup>nd</sup> Q

State terms of agreement between  
yourself and Pompey Mullen for the  
current year.

Ans -

Pompey Mullen come on my place  
about the 1<sup>st</sup> of Jan - come to  
make a bargain - Our agreement was  
he was to tend a two horse crop. I was  
to furnish team, two mules to work, farm-  
ing implements, & provisions, and to fur-  
nish fertilizer on some terms as for

worked by other farmers in the neighborhood. He was to furnish all the labor and cultivate from as it ought to be. He was to house the crop. Cotton crop was to sound, come to Col. Savagis gin and division to be made by Account of Sales. He was to pay out of cash for all provisions. How was crop to be divided?

3<sup>rd</sup> Q-

Ans

<sup>One</sup> First crop of potatoes was to be cultivated and was to receive one half, and in another crop one fourth. There were two different fields.

4<sup>th</sup> Q

Ans.

Stole reasons for difference in the method of dividing the two crops. He was to cultivate <sup>extending</sup> ~~half~~ <sup>the</sup> crop which was to be divided equally and they one for half of fertilizers and half of barrels. The other crop was to furnish all the fertilizers, he helping to get out all the compost, to do half the labor and they for one fourth of the barrels.

5<sup>th</sup> Q-

Did he comply with his bargain about paying for the fertilizers used under potatoes?

Ans.

6<sup>th</sup> Q-

Yes. Sir.

Out of whole part of the cotton and

the other late crops were the advances of money and provisions made by you to be paid?

Ans. Out of his half.

6th Q If there is any thing further in reference to the contract about potatoes state it.

Ans. In the crop of which there was to have one fourth be paid but very little work. Pompey came to me and wanted me to let him have all the money for his half and fourth of potatoes crop he would not trouble me for any more money during the year. Then I divided by account of all received and paid him his portion, which amounted to about \$75 or \$80 according to contract.

7th Q How was the corn and other crops to be divided and where?

Ans. There was no positive agreement as to dividing corn in sheath or not, but it was to be housed and divided equally.

8th Q Has the defendant Pompey Martin paid you out of his part of the crop or in any other way for the advances made by you?

Ans. He has paid a part.

9<sup>th</sup> Q.

If you know how much he has paid and in what way it has been paid, state it.

Ans.

The cotton I shipped amounted to two hundred and thirty nine dollars. I gave him credit for one half. Then I credited him with forty seven dollars for labor done on my account.

10<sup>th</sup> Q.

Have you with you the bills for money and provisions furnished him?

Ans.

No, I didn't bring them, but have them. Didn't think it necessary to bring them.

11<sup>th</sup> Q.

Will you bring in those bills and place them in the hands of the notary with the credits to which they are entitled? (Question excepted to as being a leading question)

Ans.

I will do so.

12<sup>th</sup> Q.

State whether or not Pompey had complied with his agreement in delivering the crop to you until you were paid for your advances to him?

Ans.

He has not.

13<sup>th</sup> Q.

State in what respect he has failed to comply.

Ans.

Pompey came over to me one Friday

night and asked me if I would let  
 him see half of the cotton he had  
 picked that day. and I told him I would  
 not allow him to see any cotton until  
 he had paid me. He told me his family  
 wanted clothes and he was compelled to  
 have money to buy them. I told him that  
 was not my fault and that he must  
 pay me what he owed me before  
 he could see any portion of the  
 crop. The next morning after my  
 cotton was weighed up and put in the  
 cotton house, and after my young  
 men had finished weighing cotton  
 and came in to breakfast, and I dis-  
 covered he was carrying off cotton. He  
 carried off six bags of undivided  
 cotton. I found out that he had been  
 selling cotton without my order. (J. P.)  
 I then went up to see Mr. Moore,  
 to whom I was proceeding to  
 stop Pompey from carrying off  
 my cotton. He was not at home. I  
 went then to see Mr. Savage (J. P.)  
 Mr. Savage gave me a warrant to  
 have him arrested. I gave the  
 warrant to Constable Beamon and he  
 arrested him. All appeared at my  
 house. Pompey denied seeing any

cotton off of the place. He said  
he would swear Miss the Bible  
that he hadn't sold any cotton.  
Spencer, Pomby, after denying having  
removed cotton, admitted that he had  
moved it. He has moved corn and fod-  
der. The morning he came over he wished  
to know how she should divide the  
corn

14<sup>th</sup> Q

I state whether he moved the corn  
before any division was made?

Ans.

There was no division at all.

The further taking of this deposition  
was suspended, Counsel for plaintiff  
finding it necessary to introduce the  
papers and accounts against Pom-  
by Mullen as a part of the evidence  
in this case, the plaintiff not  
having the same with him, he-  
cause as he alleges, he did not  
know or think it was necessary, it  
being now 5 o'clock and the plain-  
tiff living about six miles from  
town, it is impossible to get the  
papers here to continue the deposi-  
tions today. Plaintiff's attorney having  
engaged previous to his notice of

the taking of these depositions to be  
in New York city by the 14<sup>th</sup> of the  
month agrees to that the from  
the taking of depositions be ad-  
journed until the 22<sup>nd</sup> inst. Coun-  
sel for defense agree to adjourn the  
taking of said depositions until the  
11<sup>th</sup> or 12<sup>th</sup> - And also that counsel for  
defense waived notice from other  
side for taking depositions and agreed  
to take them the 11<sup>th</sup> or 12<sup>th</sup>. Before  
beginning of taking depositions of any  
witness counsel for plaintiff notified  
all parties that he would be unable  
to conclude examining his witnesses  
today and that he could not possibly  
be here next week to continue it  
E. E. Harwood.

N. D.

Noting page 250

Suffolk Va. Dec. 4<sup>th</sup> 1882

To Friends Dear

Take notice that I shall on the 9<sup>th</sup> day of December 1882, at the office of E. E. Holland, in the town of Suffolk, between the hours of 6. a.m. and 6. p.m. of that day proceed to take the depositions of Pompei Mullen and others, to be read as evidence in my behalf in a certain suit in equity, depending in the Circuit Court of the County of Hanover, wherein you are Plaintiff and I am defendant; and if from any cause, the taking of the said depositions be not commenced on that day, or if commenced, ~~not commenced~~ <sup>or not concluded</sup> on that day, the taking of the same will be adjourned and continued from day to day, on from time to time, at the same place and between the same hours until the same shall be completed

Respectfully

Pompei Mullen by  
C. H. Laurey  
Muriel Briggs  
his Atty.

Executed & copy of this within delivered to P Duke  
Decr 4<sup>th</sup> 1812

J. Richardson. Shff

The depositions of Pompey  
Mullens and others taken before  
me E. E. Overend, a notary public, for  
the county of Nansemond, State of Virginia  
in the office of M. Briggs in the town  
of Suffolk, pursuant to notice hereto  
attached, to be read as evidence in be-  
half of Pompey Mullens in a certain  
suit in equity depending in the cir-  
cuit court of Nansemond, wherein  
Prentiss Duke is plaintiff and Pompey  
Mullens is defendant.

Present J. H. Wright, Attorney for plaintiff  
" - C. H. Caney & M. Briggs, Attorneys for plaintiff.

Witness Pompey Mullens, being duly sworn,  
deposes and says as follows:

Pl. for Def.

What is your age & occupation, and  
do you reside in <sup>and are you a party to this suit</sup> this county?

Plaintiff excepts to the taking of  
these depositions on the ground of  
insufficient legal notice.

Ans.

I am 49 the 20 day of December, a farmer,  
live in this county and am a party  
to this suit.

2nd Q.

State if you contract, if any, with Mr.  
P. Duke, for the present year.

Ans.

The contract was made some time  
the beginning of the year. Mr. Duke

was to furnish me a mule, and  
all forming machine, & every thing  
that was necessary in the culti-  
vation of this crop. I was to do  
the labor, without any contract or  
other promise was should be paid  
for, except that I should pay for  
them. Another contract in Irish Po-  
tatoes. He was furnish every thing  
and I was to do half the labor,  
and share a fourth part of the  
crop. The second crop in the land  
Irish potatoes were grown, I was to do  
all the labor and one half of it.  
Did you Mr. Duke agree to furnish  
the fertilizer for all the crop?

(Questioner in custody)

Ans.

He promised to furnish fertilizer  
and every thing for my cotton crop.

4<sup>th</sup> Q-

Told what Mr. Duke promised to  
furnish for the cotton crop, if any-  
thing.

Ans.

He promised to furnish fertilizer, and  
forming utensils, and every thing.

5<sup>th</sup> Q-

What share of the <sup>cotton</sup> crop did Mr. Duke  
promise you under this agreement?

Ans.

Half.

6<sup>th</sup> Q-

Did you by any agreement, or con-

track, bind your share of the crop  
for any advances made by Mr.  
Duke? Question excepted to.

Ans.  
7th Q.

No, Sir.  
Did Mr. Duke ask you to bind your  
crop to him for any advances made?  
Question excepted to -

Ans.  
8th Q.

No, Sir.  
State whether or not there was any  
contract about the provisions fur-  
nished you, by which Mr. Duke  
was to have a lien on your crop,  
till the advances either in money  
or provisions were paid.

Ans.  
9th Q.

No, Sir, nothing was said about it, I  
and he both expected to pay, but there  
was no lien.

9th Q

Have you been always ready on your  
part to fully comply with your part  
of the contract, and were you not  
carrying out the terms of this con-  
tract when you were stopped by the  
sheriff, by the order of court?

Ans.  
10th Q.

Yes, Sir.  
How much cotton have you picked and  
turned over to Mr. Duke or his agent,  
and how much of other crop?  
About 9000 pounds <sup>in seed cotton</sup> before I got the  
injunction. Have delivered half of sweet

11<sup>th</sup> Q.

potatoes.

State whether or not Mr. Duke made any objection to dividing the potato crop, or did he give you your half?

Ans.

No, Sir, he made no objection.

12<sup>th</sup> Q.

At that time did Mr. Duke tell you that he should hold the balance off your crop until all advances had been paid?

Ans.

No, Sir.

13<sup>th</sup> Q.

Have you ever refused to pay Mr. Duke all, or any part of what you may owe him for provisions, or money advanced?

Ans.

I refused to pay until he made out his bill.

14<sup>th</sup> Q.

Has Mr. Duke ever accounted to you in any way for your half of the 9000 pounds of seed cotton delivered to you to Mr. Duke?

Ans.

No, Sir.

Cross examination.

1<sup>st</sup> Q for pl<sup>t</sup>

Where were you living before you went upon the bond of the plaintiff in this action? Excepted to as being irrelevant.

Ans. At Mr. Ambrose Lindo's in Norfolk County

2nd Q.

At what time did you leave the  
lands of Mr. Lindsay to go upon the  
lands of Pentic Duke?

Ans.

In January - I don't remember what  
day - but think it was between the  
first and middle -

3rd Q.

Did you offer to Mr. Duke to work  
his land on any terms?

Ans.

Yes, sir - Mr. Duke <sup>and a message by my boy</sup> sent me a letter  
that he wanted me to move up on  
his farm and he would show me  
a good chance. I came up and  
looked at it, and made up my  
mind to come up - After I moved up  
we made a bargain as to how we  
should work - I don't know whether  
letter came that year or the year  
before - The boy brought message  
last Fall

4th Q.

Had you not previously written a let-  
ter to Mr. Duke or sent him a  
message about living on his land?

Ans.

I sent him a message and his  
letter was in answer to that mes-  
sage -

5th Q.

Do you mean to say that you had  
not made any positive bargain  
with Mr. Duke before you moved  
upon his land - Ans. (over,

I made us find him again but  
come on the chowes he said he  
would show me -

Q<sup>th</sup> Q.

After I understood you to say  
that after concluding to move  
upon Mr. Dutts land you noti-  
fied Mr. Parker and he sent the  
teams to move you; were you to  
pay the expense of moving or was  
it to be done free of cost?

Ans.  
9<sup>th</sup> Q.

Nothing was said about pay-  
Did you ask Mr. Parker to send  
the teams for you?

Ans.  
8<sup>th</sup> Q.

I forget whether I did or not -  
When you came upon Mr. Dutts  
land did you have any team of  
your own or farming implements?

Ans.

I had no team but I had some farm-  
ing implements -

9<sup>th</sup> Q.

State what farming implements you  
had?

Ans.

I had a little old plow some boxes  
axes, spades and shovels, and a pitch  
fork -

10<sup>th</sup> Q

Were you to use your own farm-  
ing <sup>implements</sup> or was Mr. Dutts to furnish  
all farming implements and team  
used in the cultivation of the

crops grown by you?

Ans.

He was to furnish everything and I was to do the labor.

11th Q.

Who was to put the team used by you?

Ans.

Mr. Duke.

12th Q.

Then I understand you to say that Mr. Duke was to furnish the land, team and farming implements, and to furnish all food for the team, and that you were required to furnish nothing but the labor.

Ans.

That is all.

13th Q.

Who was to furnish seeds and fertilizers used in your crop?

Ans.

Mr. Duke.

14th Q.

Then you were to receive one half of all the crops grown under this agreement in consideration of nothing but the labor employed in its cultivation and raising.

Ans.

That is all.

15th Q.

Have you furnished anything for all the labor used in the cultivation of the crop grown by you?

Ans.

I have got money from Mr. Duke to pay for it.

16th Q.

Do you know how much money Mr. Duke has advanced you to pay for

your labors?

Ans.  
17<sup>th</sup> Q

Yes, sir - about \$19 - and some cents  
Has Mr Duke furnished you provisions  
or money to buy the same, and if so,  
how much?

Ans.  
18<sup>th</sup> Q -

He has furnished me about two  
hundred and thirty dollars (\$230)  
Have you kept an accurate ac-  
count of every thing you have re-  
ceived?

Ans.  
19<sup>th</sup> Q

Yes, sir -

Where is that account?

At home -

20<sup>th</sup> Q -

How is it made out and by whom?

Ans.  
21<sup>st</sup> Q -

By me - in my own hand writing -

Did Mr. Duke agree with you when  
you came upon his land to furnish  
the money and provisions which you  
confess to have received from him?

Ans.

Yes, sir, he agreed to do it. He promis-  
ed to let me have that and more,  
but did not do it -

22<sup>nd</sup> Q -

How and when were you to pay  
him?

Ans. ✓

I was to work and raise the crop, sell  
it and pay him -

23<sup>rd</sup> Q -

Were you to sell the crop, or was  
it to be delivered to Mr Duke, or

was there an agreement that the crop of cotton should be sent to Col. Savagisin and out of the proceeds Mr. Duke should furnish the food his half of the crop and of our indebtedness to him for advances made to him by him should be paid out of my half?

Ans.

Nothing was said as to who should sell it. I was to deliver it to Mr. Duke.

24<sup>th</sup> Q.

Had you ~~before~~ this injunction taken off any part of the crop and delivered it to any one else than Mr. Duke?

Ans.

Yes, sir -

25<sup>th</sup> Q.

Had you carried off any thing besides cotton?

Ans.

Yes, sir, I carried off corn - about 400 lbs of cotton and about twelve barrels of corn

26<sup>th</sup> Q

Had you carried any fodder?

Ans.

Yes, sir, about 300 pounds.

27<sup>th</sup> Q.

Did you account to Mr. Duke for any part of the crop that you had carried off as stated?

Ans.

I said nothing to him about the corn. I spoke to him about the cotton and fodder.

28<sup>th</sup> Q. After Mr. Dulle discovered that you had carried away cotton and sued out an attachment <sup>for some other process</sup> from a justice to prevent your removing <sup>it</sup>, did you not say <sup>having</sup> removed any of the crops. (Witness cautioned and notice of impeachment given.)

Ans.

I told him I had carried it to my home but had not sold it at that time. I had carried it off. I did not say it.

29<sup>th</sup> Q.

Had Mr. Dulle before obtaining this injunction told you about what his account was against you and urged you to secure the crop or spend as possible and settle the debt?

Ans.

I don't know whether he told me what the debt was or not, but he told me to secure the crop and pay the debt as soon as possible.

30<sup>th</sup> Q.

Did not Mr. Dulle in my presence at Beaumont, Miss., the first time I saw you there, state to you the amount of his account and say that he didn't desire to give you any trouble in this matter if you would comply with your agreement by delivering the crop to him until your debt was paid?

Ans.

He never told me what the account was.

31<sup>st</sup> Q -

Did you not on that occasion admit to me that Mr. Dulce was to be first paid out of your half of the crop for all advances made to you during the year 1882?

Ans -

I did not. You told me I had it to do.

32<sup>nd</sup> Q

Did you not on that occasion object to any portion of Mr. Dulce's claim except that for fertilizers, and promise that if he would waive the claim for fertilizers furnished, there would be no objection to any part of the balance of his account if the account itself was correct?

Ans.

That is exactly what I agreed to. I wanted the account settled, and the fertilizers waived, and I would pay it.

33<sup>rd</sup> Q

X

You say you have pressed and turned over to Mr. Dulce about 900 lbs of seed cotton, do you know whether or not Mr. Dulce has credited your account with your half of the cotton delivered to him?

Ans.

I do not.

34<sup>th</sup> Q

Has not Mr. Dulce told you that as soon as he received returns for this cotton he would credit your account

with your help?

Ans. X I think he has.

35<sup>th</sup> Q - Have you asked Mr. Dutte for a statement of his claim against you?

Ans. I have.

36<sup>th</sup> Q X Has he refused to give it?

Ans. He refused to give me a full statement for the last several times I have asked him.

37<sup>th</sup> Q - Did he not tell you on the occasion alluded to, at Beaman's mill, that a part of your account was at his store across the lake, and he would get it the next week, and if you would come over to his house you should have the statement in full and an opportunity to correct any errors in the same?

Ans. I don't recollect his telling me. He told Mr. Wright that the accounts should be carried there and fixed out all right the day we met there.

38<sup>th</sup> Q - Did you agree to go there on that occasion to examine the account and have a settlement?

Ans. Yes, I promised to meet there and did meet there that day.

39<sup>th</sup> Q Was it Mr. Duke or Mr. Beaman who proposed the meeting at Beamons mill for settlement?

Ans. As far as I can recollect it was Mr. Duke.

Re examination -

1<sup>st</sup> Q for Defy Were you not seeing crop as robing as possible when you were stopped by this injunction?

Ans. Yes, sir. (Question and answer excepted to - Question does not refer to any thing referred to in cross-examination)

2<sup>nd</sup> Q - Stole whether or not any accessories were furnished you from the store across the lake this year.

Ans. There was about five or six dollars worth.

3<sup>rd</sup> Q - Stole why you went to Beamons mill on the occasion referred to.

Ans. I went there to see if my account was made out, he or my account and to lay claims against me.

4<sup>th</sup> Q - Stole whether or not Mr. Duke told you that this matter would be arbitrated by Capt. Jas. Wright, Tom Beaman and J. Osavage? on that occasion?

Ans. Yes, that thing was told by those

5th Q.

three.

Had any corn and on this occasion been issued by J. O. Savage for you to appear at Beaman's Mill? If there was, I didn't know it.

Ans.

6th Q.

You state in your answer to the 25th Crop question that you carried off about 400 lbs of cotton, and about twelve barrels of corn, did you not have in the premises an amount both of cotton and corn at least equal to the amount you removed?

Ans.  
7th Q.

Yes, sir. There shall be in field now. Were you not before you could pick any more cotton or gather any more corn for delivery to Mr. Duke restrained from having more to do with this crop?

Ans.  
8th Q.

Yes, sir.

Have you not always been, and are you not now, willing to pay Mr. Duke every cent that you justly owe him for any advance he may have made you?

Ans.

All paper accounts made this year.

And further this Defendant swears not.

Signed

John J. Sellers

Geo. W. Worrell being duly sworn, swears, soath  
and depneth as follows:

1<sup>st</sup> Q for Df.

What is your age, occupation, residence  
and do you know the parties to this  
suit?

Ans.

I am 33 years old, a farmer, live in  
Southampton County, and know the  
parties to this suit.

2<sup>nd</sup> Q

State whether or not you know any-  
thing of the bargain between Pom-  
pey Mullens and Rosent's Duke con-  
cerning the cultivation of a por-  
tion of the said Duke's farm in  
this County, or where he resides, and  
if so, tell what you know, and how  
you know it.

Ans

I know <sup>what</sup> Mr. Duke told me. About the  
last of March I had to take Col. Sor-  
agis horse and buggy down to Nor-  
folk. I carried Mr. Duke down  
with me. He was telling me he got  
a letter from Pompey that  
morning about going to work, plant-  
ing Irish potatoes. He was going to  
plant a crock himself, and made  
an agreement with Pompey if he  
would furnish half the labor he would  
give him the fourth barrel. Said  
Pompey seemed to be as satisfied

He told me the bargain <sup>as that</sup> and I could see if it was not a good one. He would furnish every thing, need not go off to look for a days work, he would furnish provisions and money. He asked me if it was a good bargain and I told <sup>him</sup> yes, and that if Pompey didn't step up and go to work he was a fool. Pompey was to furnish labor.

### Cross-examination.

1<sup>st</sup> Q. for Att'y. In the conversation alluded to between yourself and Mr. Duke, did you understand that he was to furnish Pompey provisions and money without being paid for the same?

Ans.  
2<sup>nd</sup> Q.

No, Sir.  
Did he say any thing about <sup>how</sup> he was to be repaid for the provisions and money furnished?

Ans. to me, Sir.

3<sup>rd</sup> Q. Then you have no reason to believe that Pompey was to be charged with the provisions and money to be supplied by Mr. Duke?

Ans. I was not interested, and did not extend any belief that far.

4<sup>th</sup> Q. Why did you think Pompey was such

a fool for being dissatisfied with his bargain?

Ans.

Because I was a former myself and Mr. Duke was giving him, from what he told me, a better chance than I was getting -

5th Q.

What sort of a chance do you get where you live?

Ans.

I always make it in the bargain that I will buy one half of the fertilizers - I understood that Mr. Duke was to furnish every thing -

6th Q.

Was Pompey's bargain as related by Mr. Duke like yours in all respects except that you buy for half of fertilizers?

Ans.

7th Q.

I think it is.

Then do I understand you to say that on the farm where you live the owner of the land furnishes the land, team and fence, farming implements, and one half of fertilizers, and that tenant furnishes the other half of fertilizers and all the labor and they divide equally?

Ans.

8th Q.

That is it.

In dividing the crop where you farm do you deliver the cotton to the land-



Thomas Harris being sworn & testifies that  
he knows the prisoner & ~~the~~ saw him after  
he left the house ~~when he was~~ he has flour  
in a <sup>Paper</sup> ~~cotton~~ bag, he heard the prisoner say he  
broke open a house & got something to eat  
he did not have anything eat before & he did  
not care a dam who house it ~~was~~ <sup>was</sup> ~~mark~~  
Thos X Harris

Martha Rogers being sworn testifies that  
she knows the prisoner say he had broken  
in some body's house & did not care a dam  
whos it was but he got something to eat  
he had ~~the~~ <sup>some</sup> meal in a white bag - she has seen  
a piece of the bag presenting it in court  
the said bag being found up her stairs  
& she also had meat & flour said meat being a piece  
of shoulder <sup>her mark</sup>  
Martha X Rogers

Lillie Rogers being sworn & testifies that  
she knows the prisoner & he heard him say  
he broke in some ones house & he did not care  
a dam whose house it was, he had some  
meal in a white bag also meat & flour. she  
saw the said white bag up her stairs &  
recognized it as being the one he had  
before the meal in — <sup>her mark</sup>  
Lillie X Rogers

Mina Rodgers being sworn & testifies  
that she knows the prisoner & heard him say  
he broke in someones house & he did not  
care a dam who it was he had meat in  
a white cotton bag also meat & me. said  
prisoner ~~lifted~~<sup>climbed</sup> up the stairs ~~after~~<sup>with</sup> ~~himself~~<sup>toys</sup>  
<sup>Harris</sup> and the white bag up said stairs.

Mina Rodgers

Received of Willie Duke for picking  
Cotton eight-dollars & Sixty nine Cents  
(~~\$~~ 8.69) Feb 8<sup>th</sup> 1888  
R. M. Jay M. Allen

M. E. Duke witness

Filed as Evidence

Jan 25<sup>th</sup> / 83

Received of Willie Duke for  
picking cotton two dollars (\$2.00)

X his mark

Quintons Perry Witness



Jan 27<sup>th</sup> 1883

Received of Willie Duke for picking  
cotton two dollars (2.00)  
His mark

D. R. Vanhook

3

Jan 4<sup>th</sup> 1883

Received of Willie Duke for  
picking cotton two dollars & seventy  
six cents (\$2.76)  
Pompey Mullen  
Quinton Perry witness

Jan 6<sup>th</sup> 1883

Received of Willie Duke for  
picking cotton ninety <sup>eight</sup> cents (98cs)  
& his mark  
D. B. Perkins

4

Received of Mr Prentice Duke Six dollars for a  
prorison bill that I got of Mr Parson on picked  
out cotton for Pompey Mullin.

Received of Mr P Duke Two dollars in cash for  
Pompey's Mullin for picked out cotton that I paid  
Pompey's Mullin ~~on~~

J. H. Beamon

Dec 14<sup>th</sup> 1882

3r

Dec 25<sup>th</sup> 1882

Received of Willie Duke for picking  
Cotton twelve dollars & seventy seven  
cents

Samuel M. Allen

B. Duke witness

Dec 30<sup>th</sup> Received of Willie Duke for  
picking cotton four dollars & seventy one cents

Samuel M. Allen

B. Duke witness



FROM

*Savage, Son & Co.*  
Cotton Factors and General Commission Merchants,

ACCOUNT SALES of 1 Bales of Cotton, received per  
and sold for account of Prentiss Duke  
Mar 26 1883

MARKS:

*W.C.D. - 1 B/c 5-63 8 5/8 48 55*

CHARGES

|                               |     |    |    |
|-------------------------------|-----|----|----|
| Freight                       | 40  |    |    |
| Drayage 13 Wharfage           | 13  |    |    |
| Storage, Labor and Weighing   | 50  |    |    |
| Insurance                     | 20  |    |    |
| Commissions @ 2% per cent.    | 121 | 2  | 44 |
| <i>Bassing &amp;c</i> \$ 2.00 |     | 46 | 11 |
| <i>1/6 Fee</i> - 2.88         |     | 48 | 8  |
| <i>Delivered</i>              |     | 41 | 23 |

*Net Proceeds.*

Dear Sir:

We render the above Sale of Bales Cotton, and hope you will find it correct and satisfactory.

*Total \$ 176.50*

*41.23*

*11.23*

*30.00*

Soliciting a continuance of your kind favors, we are,

Respectfully Yours,

SAVAGE, SON & CO.

1500

3

24500  
11.78

Edwin B.

Acc

1888

MARK

Receipt

Receipt

Receipt

Receipt

Receipt

Receipt

Receipt

We render the above due to

and satisfactory.

Soliciting a continuance of your kind favors, we are,

Respectfully Yours,

SAVAGE, SON & CO.

FROM

Savage, Son & Co.  
Cotton Factors and General Commission Merchants,

ACCOUNT SALES of 5 Bales of Cotton, received per

and sold for account of Mr. W. E. Duke

Feb. 9 1883

MARKS:

|   |                        |               |
|---|------------------------|---------------|
| 2 | B/c 2-447 = 933 @ 97/8 | 92 13         |
| 3 | " 5-444 = 1491 " 97/16 | 140 72 232 85 |

CHARGES

Freight  
Drayage 63 Wharfage  
Storage, Labor and Weighing  
Insurance  
Commissions @ 2½ per cent.

|     |      |
|-----|------|
| 200 |      |
| 63  |      |
| 250 |      |
| 100 |      |
| 582 | 1195 |

Delivered 1/16 Net proceeds to A. Savage 1381

Net Proceeds.

\$22090  
2381

Dear Sir:

Packing this A. Savage 10.00

\$197.09

We render the above Sale of five Bales Cotton, and hope you will find it correct and satisfactory.

Less auch for picking out  
of field, paid by Mr. P. Duke

50.59  
\$146.50

Soliciting a continuance of your kind favors, we are,

Respectfully Yours,

SAVAGE, SON & CO.

"S"

FROM

*Savage, Son & Co.*  
Cotton Factors and General Commission Merchants,

ACCOUNT SALES of 5 Bales of Cotton, received per

and sold for account of *Mr. Prentiss Duke*

*Nov. 29 1882*

MARKS

*5 B/c 1. 553  
2. 550 = 2766 @ 10/16  
3. 515  
4. 604  
5. 544*

*278 33*

CHARGES

|                              |                    |            |             |
|------------------------------|--------------------|------------|-------------|
| Freight                      |                    | <i>200</i> |             |
| Drayage <i>63</i>            | Wharfage <i>00</i> | <i>63</i>  |             |
| Storage, Labor and Weighing  |                    | <i>250</i> |             |
| Insurance                    |                    | <i>100</i> |             |
| Commissions @ <i>2 1/2 %</i> |                    | <i>696</i> | <i>1309</i> |

Net Proceeds

*Delivered 1/16 Net Proceeds to Savage 1658*

Dear Sir: *Bagging this to Savage 10.00*

We render the above Sale of 5 Bales Cotton, and hope you will find it correct

and satisfactory. *Market - dull @ 10¢  
Prints 5 7/8 to 5 7/8*

Soliciting a continuance of your kind favors, we are,

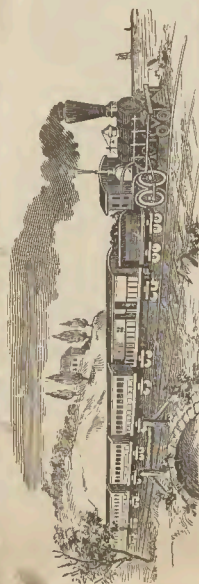
Respectfully Yours,

SAVAGE, SON & CO.

Filed as an *Exhibit*

1  
F

1880



March 4<sup>th</sup>  
 M. Rentine Duke

To Seaboard & Roanoke Railroad Company, Dr.

For Freights from \_\_\_\_\_ to Stevens

|                                                           |   |      |
|-----------------------------------------------------------|---|------|
| 10 Bags plaster ✓                                         |   | 6 11 |
| March 6 <sup>th</sup> 20 Bags Kainit ✓                    | 2 | 20   |
| " 7 <sup>th</sup> 10 Bags Seacoal & 10 Bags manure (P.D.) |   | 90   |
| " " 20 Bags Wis Bone                                      | 1 | 81   |
| " 15 <sup>th</sup> 1 Cultivator (P.D.)                    |   | 40   |

Shipper

Received payment,

E. Kelley

For Agent.

\$5.85

1003

3

→:NORFOLK, VA., *March 10* 1882

*Mr Prentice Duke*

Bought of **SAVAGE, SON & Co.,**  
**Cotton Factors and Commission Merchants,**  
→:GWITHMEY'S WAREHOUSE, TOWN POINT:←

|   |            |       |       |        |
|---|------------|-------|-------|--------|
| 2 | Tons Kaint | @ 12. | 24 00 |        |
| 2 | " Dis-Bone | 40.   | 80 00 |        |
| 1 | " Plaster  |       | 10 00 | 114 00 |

1

After shipping Goods, and getting a Receipt for them "IN GOOD ORDER," our responsibility ceases, and we can allow no Deduction for Damage or Leakage. Bank Interest will be charged when Bills are not paid at maturity.



Starfolk, Va. *Jan 21 1882*  
*Mr P. Duke*

Bought of ROBT. P. VOIGHT & CO.,  
**WHOLESALE GROCERS,**

Terms :

38 & 40 Roanoke Ave.

|                           |              |              |              |  |
|---------------------------|--------------|--------------|--------------|--|
| <i>108 lbs Bulk Sides</i> | <i>9 1/8</i> | <i>10 40</i> |              |  |
| <i>bag</i>                | <i>10</i>    | <i>10</i>    |              |  |
| <i>Bbl Herrings</i>       |              | <i>3 75</i>  |              |  |
| <i>" Meal 4 bus</i>       | <i>90</i>    | <i>3 60</i>  |              |  |
| <i>bbl</i>                | <i>25</i>    | <i>25</i>    |              |  |
| <i>Fair Play</i>          |              | <i>7 50</i>  |              |  |
| <i>Dray</i>               |              | <i>26</i>    |              |  |
| <i>Fort</i>               |              | <i>80</i>    | <i>26 65</i> |  |

Myers' Sprinkling Washing Btl sold at *Myers' Sprinkling Btl* prices.

"6"

Samuel Muller  
at Lake Store

Dr

Jan 23<sup>d</sup> 1882.

|                      |                                    |                  |
|----------------------|------------------------------------|------------------|
|                      | 2 Bushels corn                     | \$2.40           |
| 19 <sup>th</sup>     | 1 lb. salt meat @ 14 <sup>th</sup> | 26 <sup>th</sup> |
| July 2 <sup>nd</sup> | 1 Pair Boots                       | 5.00             |
| 3 <sup>rd</sup>      | 2 fly tobacco 80 <sup>th</sup>     | 1.60             |
| " "                  | 2 pair mens shoes                  | 4.50             |
| " "                  | 1 Pair Womens shoes                | 1.75             |
| " "                  | 3 under shirts                     | 1.95             |
| " " " " "            |                                    | \$19.86          |

To Balance of old acct  
for 1878  
to balance of old acct  
for 1879

38.42

45.43

"B"

19.86  
26.65  
3.847  
6.918

39.16  
208.22  
327.18  
59.98  
407.16

perish  
Gum

5.00  
11.66  
211.955  
5.945

# Account of Pompey Muller 395 for the Year 1882

|                       |                                   |        |
|-----------------------|-----------------------------------|--------|
| Jan                   | 41 lbs old Shoulders              | \$4.80 |
| "                     | 24 " " "                          | 2.40   |
| "                     | 19 " " "                          | 1.90   |
| "                     | 3 1/2 bush Meal                   | 4.20   |
| "                     | 28 lbs Beef                       | 1.88   |
| "                     | 2 bush potatoes                   | 1.00   |
| "                     | 1 file                            | .25    |
| "                     | 1 qt Molasses                     | .18    |
| " 30 <sup>th</sup>    | 40 1/2 yds Shirting of H.W. Smith | 5.10   |
| " "                   | 14 1/4 " Flaring Bone " " " "     | 3.56   |
| " "                   | 28 " Brown Cottons " " " "        | 2.88   |
| " "                   | 1 doz Spool Cotton " " " "        | .50    |
| " "                   | 8 Spools Cotton " " " "           | .15    |
| " "                   | 8 doz buttons " " " "             | .18    |
| Feb. 18 <sup>th</sup> | 1 bidstead                        | 2.50   |
| " "                   | 15 lbs Sausage Meat               | 1.88   |
| " 16 <sup>th</sup>    | 1 bush Meal                       | 1.10   |
| " "                   | 1/2 " potatoes                    | .25    |
| " "                   | 2 lbs Cracklings                  | .18    |
| " 18 <sup>th</sup>    | 2 " lard                          | .80    |
| Mar 4 <sup>th</sup>   | Cash                              | .50    |
| " "                   | 1 bush Meal                       | 1.10   |
| " "                   | 1 pk Corn                         | .25    |
| " "                   | Order to Kelley                   | 6.25   |
| " 10 <sup>th</sup>    | 5 lbs Bacon                       | .75    |
| " "                   | 10 " Old Shoulders                | 1.20   |
| " 18 <sup>th</sup>    | 1 hog's head                      | .25    |
| " "                   | 1 bush Meal                       | 1.10   |
| " 16 <sup>th</sup>    | 1 1/2 lbs Bacon                   | 1.58   |
| " 20 <sup>th</sup>    | 13 lbs Bacon                      | 1.95   |
| " "                   | 1 bush Meal                       | 1.10   |
| " 21 <sup>st</sup>    | Cash                              | 2.00   |
| " 22 <sup>nd</sup>    | 7 gal Molasses                    | 2.51   |
| " 23 <sup>rd</sup>    | 5 1/2 lbs Meat                    | .82    |
| " 25 <sup>th</sup>    | 24 lbs Meat                       | 9.40   |
| " "                   | 1 bbl flour                       | 7.50   |
| " "                   | 1 " Meal                          | 4.50   |
| " "                   | 1 bbl                             | .80    |
| " "                   | Cash                              | 1.00   |
| " 26 <sup>th</sup>    | 2 lbs Tobacco                     | 1.50   |
| " "                   | 1 plug Tobacco                    | .10    |
| " "                   | 10 bars Soap                      | .40    |
|                       |                                   | 50 72  |

|                      |                                |       |        |
|----------------------|--------------------------------|-------|--------|
|                      | Not Over                       |       | 80.72  |
| Apr 2 <sup>nd</sup>  | 2 lbs Sugar                    |       | .20    |
| " 8 <sup>th</sup>    | 15 " lard 14                   |       | 2.10   |
| " 8 <sup>th</sup>    | 89 " Meat                      |       | 8.90   |
| " "                  | 10 " Sugar                     |       | 1.00   |
| " 11 <sup>th</sup>   | 10 bars Soap                   |       | .40    |
| " 18 <sup>th</sup>   | 1 pk Corn                      |       | .25    |
| " 12 <sup>th</sup>   | Cash                           |       | 1.05   |
| " "                  | 4 lbs Sugar                    |       | .40    |
| " 22 <sup>nd</sup>   | 91 " Meat                      |       | 9.10   |
| " "                  | 1 " Tobacco                    |       | .75    |
| " "                  | Cash                           |       | .50    |
| " "                  | 9 lbs lard                     |       | 1.35   |
| " "                  | 1/2 bush Sud Corn              |       | .60    |
| " 24 <sup>th</sup>   | 1 pk Salt                      |       | .20    |
| " 28 <sup>th</sup>   | 1 bush Meat                    |       | 1.20   |
| May 2 <sup>nd</sup>  | Cash                           |       | .25    |
| " "                  | 2 lbs Sugar                    |       | .20    |
| " 8 <sup>th</sup>    | 7 " flour                      |       | .35    |
| " "                  | 8 " lard                       |       | 1.20   |
| " "                  | 1 " Tobacco                    |       | .75    |
| " "                  | 8 " flour                      |       | .09    |
| " 6 <sup>th</sup>    | 2 bush Meat                    |       | 2.40   |
| " "                  | 88 lbs Meat                    |       | 8.80   |
| " "                  | Cash                           |       | 3.00   |
| " "                  | 2 plugs Tobacco                |       | .50    |
| " 20 <sup>th</sup>   | Order for goods to C. & Jordan | 12.00 |        |
| " "                  | 55 lbs Meat                    |       | 5.50   |
| " "                  | 5 " lard                       |       | .75    |
| " "                  | 1 1/2 bush Meat                |       | 1.88   |
| " 26 <sup>th</sup>   | 1 bush Meat                    |       | 1.20   |
| " "                  | Cash                           |       | 1.05   |
| " "                  | 4 bars Soap                    |       | .40    |
| " 31 <sup>st</sup>   | 15 lbs Meat 10 cts             |       | 1.50   |
| " "                  | 26 " Bacon 15 cts              |       | 3.60   |
| June 8 <sup>th</sup> | Order for flour to Daughtry    | 1.00  |        |
| " "                  | 1/2 bush Meat                  |       | .60    |
| " "                  | 1 " Corn                       |       | 1.00   |
| " "                  | 2 plugs Tobacco                |       | .50    |
| " 9 <sup>th</sup>    | 1 1/2 lbs Bacon 15 cts         |       | 2.48   |
| " 11 <sup>th</sup>   | 15 " " 15 cts                  |       | 2.25   |
| " "                  | 1/2 bush Meat                  |       | .60    |
|                      |                                |       | 162.33 |

|                       |                         |          |
|-----------------------|-------------------------|----------|
|                       |                         | 162 23   |
| June 11 <sup>th</sup> | 94 lbs meat             | \$ 14.10 |
| " "                   | 1 bbl flour             | 6.00     |
| " "                   | 1 " meat                | 4.80     |
| " 18 <sup>th</sup>    | 2 bars soap             | .08      |
| " "                   | 1 gal salt              | .10      |
| July 8 <sup>th</sup>  | 76 lbs meat             | 12.16    |
| " 22 <sup>nd</sup>    | Cash                    | 5.00     |
| " "                   | 1/2 gal salt            | .05      |
| " 24 <sup>th</sup>    | 1 bush meat             | 4.20     |
| " "                   | 1 box pills             | .25      |
| " 26 <sup>th</sup>    | 17 lbs meat             | 2.55     |
| " 29 <sup>th</sup>    | Order to W. L. Daughtry | 2.00     |
| " "                   | account at Hollings     | 5.50     |
| Aug 2 <sup>nd</sup>   | Cash                    | 5.15     |
| Sept 14 <sup>th</sup> | 1/2 gal salt            | .05      |

Bills made since he began to pick out  
Cotton

|                     |                                   |           |
|---------------------|-----------------------------------|-----------|
| Nov 8 <sup>th</sup> | Cash                              | \$ 5.00   |
| " 6 <sup>th</sup>   | To Quint Perry for picking Cotton | 1.25      |
| " 11 <sup>th</sup>  | To Lisha Rodgers                  | 1.62      |
| " 11 <sup>th</sup>  | To Sarah Holly                    | 1.67      |
| " "                 | To Nelson Wiggins                 | 1.08      |
| " "                 | To Bettie Small                   | 1.50      |
| " "                 | Cash                              | 6.00      |
| " 17 <sup>th</sup>  | To Sarah Holly                    | 1.50      |
| " "                 | Cash                              | 5.00      |
| " 18 <sup>th</sup>  | Cost of Warrant                   | 2.00      |
| " 25 <sup>th</sup>  | To Nelson Wiggins                 | 1.00      |
| " "                 | To Lisha Rodgers                  | 1.95      |
| " "                 | 80 lbs meat 15 cts                | 4.50      |
|                     |                                   | \$ 257.49 |

|                      |                         |           |
|----------------------|-------------------------|-----------|
| Nov 30 <sup>th</sup> | Credit by Cotton        |           |
|                      | Sold by Savage Son & Co | \$ 119.88 |
|                      | Credit by work          | 42.00     |
|                      |                         | 166.83    |
|                      | Balance                 | \$ 90.66  |

Filed as evidence.

"a"

Saturday Oct 6<sup>th</sup> 1883 - Pursuant to notice the taking of depositions was resumed at the office of E. E. Holland in Suffolk Co. Present E. E. Holland p. 9.

Thos. A. Beamon being first duly sworn upon the Holy Evangelists of Almighty God, deposes the truth as follows:

1<sup>st</sup> Q What is your age, residence, and occupation?

Ans I am 38 years old, reside in Haverhill Co and am a farmer & also a constable for Sleepy Hollow District in Haverhill County Va

2<sup>d</sup> Q Did you or not at any time during the year 1882 have a warrant to execute upon Pompey Mullen the Defendant, issued upon the complaint of Prentis Duke and if so state what occurred in connection therewith?

Ans I did have such a warrant, and served it on Pompey Mullen. After reaching the place of trial, Pompey Mullen & Mr Duke made a compromise of the matter. The warrant was for taking and carrying away cotton from the farm of Prentis Duke. It was not tried. Mr Duke said he did not wish to prosecute him (Pompey) but if he did not go ahead and save the crop according to agreement, he would prosecute him. Pompey then said if he would drop the warrant he would go ahead and get up the crop according to agreement. He agreed to pick out all the cotton & carry it to Savage's gin and let Savage sell it and make returns to Mr Duke, who should pay himself first out of Pompey's share what he owed Mr Duke, and if there

was any thing left, he, Duke, could pay it over to him, Pompey. Pompey said to Mr Duke "I am bound to have something to live on while I am picking out the Cotton". Mr Savage, the Magistrate, then asked how much per week it would take for him to live on. He said \$5<sup>00</sup> per week, and Mr Duke agreed to let him have that amount, which engaged in saving the crop, or its equivalent in provisions, & charge it against Pompey's share of the crop. Pompey then agreed to go on & save the crop. I found a lot of corn, 10 or 12 Bbls, which had been moved off the place by Pompey, he himself having told me that he did move it. Mr Duke obtained an injunction & Receiver to prevent Pompey removing the crop. Mr M. E. Duke, who was appointed Receiver, appointed me his Deputy and I assisted him in trying to save the crop. After I went there to assist the Receiver, I found a lot of cotton in bags in an old Smoke-house where Pompey lived, which he had refused to deliver to the Receiver, and when I demanded it, he, Pompey, said to me "it was well that Mr Duke got you to come here, for I would not have given it up to him". I found other cotton which Pompey admitted to me he had moved and sold. After I went there to assist

the Receiver, I found Pompey picking half the cotton and leaving half in the field, when I asked him for an explanation, he having been employed to pick out the crop, he said Mr Biggs, his Lawyer, had advised him to leave his own half of the crop and let Mr Duke's half stay in the field. Then I told him he had to pick all or none, as he was being paid for the work & if he would not do it as I wanted, I would discharge him & get other hands, at his expense. After this he went to work & picked it out. All the cotton picked out was carried to Savage's gin sold by him and the money put in Bank in Suffolk to the credit of the Receiver. I asked Pompey about his agreement with Mr Duke. He said to me that Mr Duke was to furnish the land and team and feed the team, and he Pompey was to furnish the labor and each party was to pay one half of all other Expenses including seeds and fertilizers, and to divide the crop in two equal parts. He also said that if Mr Duke furnished him with provisions or money or paid for his (Pompey's) half of the fertilizers, he (Pompey) was to repay such advances out of his half of the crop. He made this statement to me the day the warrant was to be laid, and I said to him, that

if such was the bargain, he had no right to move any thing, off the farm, except his Poor-Land Exemption, until Mr Duke was paid for all his advances.

3<sup>d</sup> Q Do you know what is the custom in that community with farmers who let their land out to tenants on shares, and if so what is it?

Ans. I am familiar with the custom, and the rule is just that stated to me by Pompey as the agreement between him & Mr Duke. The land-holder furnishes the land and <sup>feed for team</sup> team, the tenant furnishes the labor, and each party pays one half of all other Expense, including necessary seeds & fertilizers, and they divide equally. This is my rule, it is my father's and I know it to be the rule with a number of others. And further this Deponent saith not.

J. A. Beamon

Taken & subscribed before me this 6<sup>th</sup> day of Oct  
1883

Jos. W. Wright N.P.

The further taking of these depositions was adjourned until Monday the 10<sup>th</sup> Inst.

Jos. W. Wright N.P.

recollection is that Mullen was charged with theft, but the warrant was withdrawn and the above agreement made. Pompey said he did not have provisions to pick out the crop & Mr Duke agreed to advance him a certain amount, I don't recollect what. I meant to say that I met them at Mr Duke's and that they did not come to me at my house. The sale of cotton was to be made by Coe Savage & Pompey agreed to accept the accounts from Coe Savage, settle by them.

#### Cross Examined

1<sup>st</sup> Q You say in answer to Question 3, that you do not think you issued a warrant of arrest for Pompey Mullen, though you are not positive, and afterwards you say that an arrest was made by J. V. Bremer, Constable, please state by what authority the said arrest was made.

Ans Upon the Complaint of Mr Duke, I did issue the warrant. In answer to that question & that question (3) I did not recollect it, I issue so many warrants, but now I recall the fact.

2<sup>d</sup> Q Please state whether it was a civil or criminal warrant?

Ans It was a warrant on a charge of theft.

3<sup>d</sup> Q Did you lay said warrant?

Ans No I did not, the matter was compromised.

4<sup>th</sup> Q Then I understood you to say that Pompey Mullen was not tried under a criminal warrant, but the warrant was dismissed and Mr Duke paid the Costs.

Ans The warrant was dismissed under a compromise & Mr Duke paid the Costs.

5<sup>th</sup> Q At whose instance was the above mentioned warrant dismissed?

Ans At Pompey Mullen's, he agreeing that Mr Duke should charge the Costs to him.

6<sup>th</sup> Q Is it your custom as a Magistrate to dismiss Criminal warrants, when the Defendants pay the Costs, or is it your custom to try the parties brought before you charged with a crime?

Ans You know the custom of law that when there is no prosecution I can't try a case.

7<sup>th</sup> Q Then I understood you to say that there was no prosecution in this case?

Ans It was compromised.

Re Examined

8<sup>th</sup> Q Were there any witnesses brought before you to prove the charge.

Ans There was one witness there, but he was not Examined, Mr Duke & Pompey having settled the matter themselves.

And further the Depoent said not.

J. P. Savar

Wm E. Duke being duly ~~Examin~~<sup>Sworn</sup> before the  
Holy Evangelist of Almighty God Deposeth  
as follows -

1<sup>st</sup> Q What is your age, where do you reside & what  
is your occupation?

Ans I am twenty one years old, reside in Hann-  
rumb County and am a farmer.

2<sup>d</sup> Q Are you the party who was appointed Receiver  
in this cause?

Ans I am

3<sup>d</sup> Q State as nearly as you can what amount of  
Crops of all kinds came into your hands, of  
those raised by Pompey Mullen under his  
agreement with the Plaintiff.

Ans I got five bales of Cotton & 400 bundles of Fos-  
ter

4<sup>th</sup> Q Examine the papers handed you, marked  
"F" & "S" & state which, if either represents the  
five bales of Cotton received by you.

Ans The paper marked "S" represents the Cotton I  
received

5<sup>th</sup> Q Examine the papers marked 1-2-3-4-5 & 6 and  
state whether they represent the amount paid  
by you as Receiver for picking out Cotton.

Ans They do.

6<sup>th</sup> Q Was there any other Expense, if so what & how  
much?

Ans There was no other.

7<sup>th</sup> Q Do you know how much Corn Mr. Duke, the  
Plff, received of the Crop raised by Pompey  
Mullen?

Ans I don't recollect exactly, I think about five  
cart loads, or seven barrels,  
And further this Deposition with rev.

Wm E Duke

The further taking of these Depositions is ad-  
journed until tomorrow morning the 5<sup>th</sup> Inst  
at 9 O'clock A M, at the same place -  
Geo H. Wright N.P.

Friday morning Oct 5<sup>th</sup> 1883

Counsel for the de-  
fendant being engaged in other causes, the  
further taking of depositions is adjourned  
until Saturday Oct 6<sup>th</sup> at 2 O'clock P.M  
Geo H. Wright N.P.

The depositions of ~~Thomas E. Duke~~ J. A. Beamon and others, taken before me, Geo H. Wright, a Notary Public, for the County of Harrison, in the Office of E. E. Holland, in the Town of Suffolk, pursuant to Notice hereto answered, to be read as evidence in behalf of Prentis Duke, in a certain suit in Chancery, depending & undetermined in the Circuit Court of Harrison County, in which the said Prentis Duke is Plaintiff and Pompey Mullen is Defendant.

Present, Geo H. Wright, Atty. for Plff.

Wesley Biggs " " Dft.

Prentis Duke being duly sworn upon the Holy Evangelist of Almighty God, deposes and says as follows.

1<sup>st</sup> Q

Examine the papers herewith handed you, marked respectively "A" "B" "C" & state whether or not the items charged therein were furnished by you to Pompey Mullen, under the agreement between you & him for the year 1882

Ans.

All the items charged were furnished by me to Pompey Mullen, in the year 1882, while working on my land, under the agreement made with him.

2<sup>d</sup> Q

Examine papers marked D & E, & state whether you paid those bills and who used the fertilizers represented by them:

Ans

I paid the bills, and the fertilizers were used by Pompey Mullen, under an agreement; Pompey

was to pay one half the cost of fertilizers.  
3<sup>d</sup> Q Examine papers marked "F" & "G" & state whether they represent the proceeds of all cotton sent from your farm, of the crop of 1882, & raised by Pompey Mullen under his agreement with you?

Ans These two accounts represent all the cotton shipped by me of the crop of 1882, that was raised by Pompey Mullen under our agreement.

4<sup>th</sup> Q Was any other cotton carried from the farm of that crop, by any other persons,

Ans Pompey Mullen carried off cotton himself & sold it.

5<sup>th</sup> Q Did he account to you for it?

Ans He did not. When I discovered that he was carrying it off, I got out a warrant against him.

6<sup>th</sup> Q Do you know whether he carried off any other crop besides cotton?

Ans He carried off all his corn and the best part of his fodder.

7<sup>th</sup> Q Was there any division of the corn & fodder between you & Mullen?

Ans None at all. He went in the field and took it to suit himself. How much he carried away I can not tell.

8<sup>th</sup> Q How much corn & fodder did you get from his crop?

Ans I don't know. I know it laid in the field until

3<sup>d</sup> Q Did you, some time in December last, issue a warrant of arrest for Pompey Mullen, and at whose instance?

Ans I think not, though I am not positive.

4<sup>th</sup> Q State whether Pompey Mullen in company with Mr Duke, the Plff came before <sup>you</sup>, and if so recite what circumstances, and what occurred during the interview?

Ans They did not come.

5<sup>th</sup> Q Do you know whether J. N. Beavers, a constable arrested Pompey Mullen, and carried him to the house of Mr Duke, and whether Mr Duke paid you the costs of the warrant?

Ans ~~I do not know that such arrest was made, and I~~  
~~have not~~ There was an arrest made & Pompey, at the request of himself & Mr Duke was taken to Mr Duke's house, and while there a compromise was made. Pompey agreed to let Mr Duke take all the cotton and other crops on the farm, sell them, pay himself what was due & turn over to him (Mullen) his part of what might be coming. Under this promise the warrant was dismissed and Mr Duke paid the costs. Pompey agreed that that should be a final settlement. I did, as I always do, tried to make a compromise or settlement of the case. My

Courts:  
Hansemond, Isle of Wight and  
Southampton Counties,  
And United States Courts  
at Norfolk.

E. E. Holland,

Attorney at Law.

Suffolk, Va. 21 Sept 1883

To Messrs Briggs & Hensley Attys for Pompey Mullen -

Toke notice that on the 4<sup>th</sup> day of October  
1883 between the hours of 6 am and 6 pm at the  
office of E. E. Holland in the town of Suffolk I  
shall proceed to take the depositions of G. N. Bea-  
man and others, to be used as evidence in my  
behalf in a certain suit now depending in the Cir-  
cuit Court of Hansemonds wherein you are Defen-  
dant and Complainant. And if the same from  
any cause be not taken commenced within day,  
or commenced be not concluded, the taking  
thereof will be adjourned from day to day, at the  
same place, and between the same hours until the same  
shall be completed.

E. Duke,

By Counsel

I acknowledge legal and sufficient service  
of the within notice

C. H. Maury of  
Counsel for Defendant

A. C. Maury of  
- 10th Sept -  
\$100  
for services -

Duke  
vs In Chancery  
Mullen

This cause came on this day to be heard upon the bill, answer, with general replications thereto, Exhibits filed and examinations of witnesses, and was argued by Counsel. On consideration whereof, it appearing to the Court from certificates of deposit filed in the papers by Wm. E. Duke, Receiver in this cause, that there is now deposited in the Farmers Bank, of Mansfield, to the credit of the Court in this suit, the sum of one hundred and twenty six and a half dollars; and it further appearing, from admissions made by the defendant, that he is indebted to the plaintiff, for advances, for an amount more than sufficient to cover said sum; and the Court being of opinion that he is entitled to no part thereof by virtue of his homestead exemption, it is ordered, adjudged and decreed that the said sum of \$176<sup>50</sup> be paid to said plaintiff and that he recover of said defendant his costs in this suit by him expended. And it appearing that there is nothing further to dispose of in this suit, it is ordered that it be stricken from the docket, with leave to any party to have it reinstated on motion without notice, should it hereafter become necessary.

Duff  
vs In Chancery  
Mullen

Deere to be en-  
tered - 15 Oct 84

Geo. & Sons

Entered Oct 2 / 16

I Pompey Mullin, a Householder and head  
of a family residing in the County of  
Hansemond in the State of Virginia do  
herely declare my intention to claim  
under the Constitution of the State of  
Virginia, and the laws made in pursu-  
ance thereof. (L.V. 1873, Chap. 183) the follow-  
ing Chattel property, which is to be ex-  
empt from levy, seizure, garnishment a  
sale under any execution or other pro-  
cess of law to wit - One-half of the proceeds  
of five bales of Cotton now in the Farmers Bank  
of Hansemond "to await the further order" of the  
Circuit Court of Hansemond County in a  
certain cause in chancery depending in  
said Court. amounting to . . . \$ 78.00  
also one-half of 1074 lbs of seed cotton  
picked before the appointment of  
a receiver in the cause @ 3<sup>c</sup> per lb. 16.11  
also one-half of 7303 lbs of seed cotton  
picked after the appointment of a Receiver  
in said cause @ 3<sup>c</sup> per lb. 109.54 1/2

Total \$203.65 1/2

In witness whereof I have this day hereunto affixed  
my hand and seal this 7th day of April 1883,

Witness

G. H. Causey

Pompey <sup>his</sup> Mullin   
mark

State of Virginia  
Nansemond County, to wit

I, C. McAusey a Notary Public in and for the County of  
Nansemond in the State of Virginia; do hereby certify that  
Pompey Mullin whose name is signed to the foregoing writ-  
ting this day appeared before me in my County aforesaid  
and acknowledged the same to be his act and deed

Given under my hand this 9th day of March 1883

C. McAusey  
Notary Public

In the Clerk's Office of Nansemond County Court, the 14th day of  
April, 1883.

This Deed was received and with the certificate annexed, admitted to record.

Teste:

Peter B. Prentiss, Clerk.

Pompey Mullin

Nansemond

Deed

1883  
April 14th Received in  
The Clerk's Office, certified  
sAR.

7  
Recorded in Deed Book  
No 11 page 321

This is the amount of cotton that I have made up  
for Duke & Muller Dec 5<sup>th</sup> 1882 Lbs

|                                  |          |                    |
|----------------------------------|----------|--------------------|
| Five hundred & fifty nine pounds |          | 559                |
| Dec 5 <sup>th</sup> 1882         |          | 440                |
| Dec 5 <sup>th</sup> 1882         |          | 425                |
| Dec 6 <sup>th</sup>              |          | 582                |
| Dec 7 <sup>th</sup>              | Paid for | 318                |
| Dec 14 <sup>th</sup>             |          | 302                |
| Dec 16 <sup>th</sup>             | Duke     | 143                |
| Dec 20 <sup>th</sup>             | "        | 582 <del>582</del> |
| Dec 30 <sup>th</sup>             |          | 473                |
|                                  |          | <u>3790</u>        |
| Jan 2 <sup>nd</sup>              |          | 182                |
| Jan 3 <sup>d</sup>               |          | 205                |
| Jan 4 <sup>th</sup>              |          | 181                |
| Jan 22 <sup>nd</sup>             |          | 97                 |
| Jan 24 <sup>th</sup>             |          | 157                |
| Jan 25 <sup>th</sup>             |          | 389                |
| Feb 1 <sup>st</sup>              |          | 270                |
| Feb 1 <sup>st</sup>              |          | 578                |
| Feb 2 <sup>nd</sup>              |          | 379                |
| Feb 4 <sup>th</sup>              |          | 228                |
|                                  |          | 47                 |
|                                  |          | 62                 |
|                                  |          | <u>587</u>         |
|                                  |          | 1074               |

587

Jan 2

204  
378

87  
78  
19

Pompey Mullen

Pompey Mullen

Dec 6<sup>th</sup> 1441 lbs

Dec 7<sup>th</sup> 241 lbs

Mullen sold 313 lbs

Suber has same amount

1700 - 626 = 1074

Sent 78 + no acct made of it

295

Prentiss Duke      Petff  
vs  
Pompey Mullin      Deft      In ch

To the Hon Geo. Blow Judge  
of the Circuit Court of ~~North~~ County

The answer of Pompey Mullin the  
defendant to the bill of Complaint ex-  
hibited against him, in the Circuit Court  
for the County of Nausemank by Prentiss  
Duke Complainant

This defendant now and at all times  
hereafter, saving and reserving unto himself  
all benefit and advantage of exceptions  
which can or may be had or taken to  
the many errors, uncertainties and  
other imperfections in the said Com-  
plainant's said bill of Complaint con-  
tained, for answer thereto, or unto so much  
and such parts thereof as this defendant  
is advised is, or are, material or neces-  
sary for him to make answer unto, this  
defendant, answering, saith

While it is true as alleged in the bill of  
Complaint, that your defendant did en-  
ter upon the lands of the Complainant  
about the 1<sup>st</sup> of the year 1882 under a con-  
tract to cultivate certain crops there-  
on, yet the terms of said contract are  
not correctly stated in the bill of

complaint. This defendant agreed and bargained with the complainant to cultivate a certain crop of Cotton - a crop requiring much labor in the planting, cultivation and picking - the complainant agreeing to furnish the land, the seed, the fertilizers, if any used, the teams and utensils needed for the making of the crop - while this defendant was to furnish or pay for all of the labor required throughout the year - and each party was to have one-half of the said crop of Cotton.

For all other crops your defendant was to furnish all the labor needed to prepare for, plant, cultivate and harvest - the same - the complainant was to furnish everything else and the crops or the proceeds thereof were to be equally divided - except the Irish potato crop - for which a special agreement was made and even that was not carried out in good faith. While it is true that the complainant did agree to furnish this defendant with certain provisions or supplies, yet it was to be done at a fair market price and he was to be paid for only what was delivered, and this

defendant was to pay for said provision when his crops were sold just as he would have paid an ordinary store account.

This defendant was proceeding to harvest his cotton crop when he was suddenly restrained and enjoined from all further control of his crops till this court should hear and determine the merits of this case.

This defendant has received most of his share of the proceeds of the Irish potato crop, the corn crop, and fodder, though not in either case all to which he was entitled. - Of the cotton crop which was the chief money crop he has received but a very small portion. although five bales had been sent to Norfolk and about 1100 lbs of seed cotton was picked before the receiver was appointed to take charge of the crops.

Your defendant has had no opportunity to ascertain how much cotton has been picked since the receiver has been in charge except as said receiver saw fit to give it, but a rough statement given this defendant with certain daily entries will approximate the quantity of cotton since picked - said statement is herewith filed marked "A" as part of this

answer -

This defendant had never been able up to the institution of these proceedings to obtain from the Complainant any definite statement of the amount due him and was utterly astounded to find charged in the bill of complaint that it was about \$400<sup>00</sup>.

This defendant is informed that if the Complainant had any cause for action at the time of the institution of these proceedings there was a speedy remedy at law, whereby these matters in controversy could have been speedily settled and this defendant have been saved much loss and damage and your defendant prays if this be true that the injunction heretofore granted in this case be at once dissolved and he be put in possession of his property or the proceeds thereof.

This defendant states that five bales of cotton have been shipped and sold, and the proceeds deposited in the Farmers' Bank of Newsmore. These have been picked and taken in charge by the Receiver or his agent 8377 pounds of seed cotton, one-half of which as well as one half the proceeds of the five bales belong to your defendant - and this defendant further states that he has claimed and does now claim his interest in the above

cotton - as and for part of his Homestead exemption - a copy of said deed being herewith filed marked "B" and is prayed to be taken as part of this answer.

This defendant says further that but for the bad faith displayed on the part of the complainant all matters in regard to the account for what had been purchased from said complainant would have long since been settled in full - the defendant and his numerous family saved from much loss, ~~annoyance~~ and even actual suffering -

And now having answered the bill of complaint this defendant prays hence to be dismissed with his reasonable costs in this behalf expended, and he will ever pray &c.

G. H. Leamy Esq. &c. -  
M. Briggs

County of Deane

This day personally appeared before me G. H. Leamy a notary public for the County of Deane <sup>Poultney</sup> <sup>supplies</sup> whose answer is above written, and made oath that the statements contained in said answer, so far as made of his own knowledge are true; and that such statements as are made therein from knowledge or information derived

from the ~~knowledge~~ others, he believed to be  
true.

Given under my hand this 9th day of  
April 1883.

C. H. Causey  
Notary Public

Duke  
vs S. C. C. C.  
Mullen

Answer of Mullen

DEPOSITED WITH  
FARMERS BANK OF NANSEMOND,

By *Paulis Duke*

To Cr. of *W E Duke Rec*

*4x3*

*1883*

|                             | DOLLARS.  | CTS.      |
|-----------------------------|-----------|-----------|
| CHECKS.....                 |           |           |
| CURRENCY.....<br><i>Dep</i> | <i>30</i> | <i>00</i> |
| NOTES.....                  |           |           |
| DRAFTS.....                 |           |           |
| TOTAL.....                  | <i>30</i> | <i>00</i> |

*W E Duke*

DEPOSITED WITH  
FARMERS BANK OF NANSEMOND,

By *Reutis Duke*

To Cr. of *W E Duke Rev*  
*2716* *Reutis Duke*  
1883

|               | DOLLARS. | CTS. |
|---------------|----------|------|
| CHECKS.....   |          |      |
| CURRENCY..... | 146      | 50   |
| NOTES.....    |          |      |
| DRAFTS.....   |          |      |
| TOTAL.....    | 146      | 50   |

*Wm Jones Jr*  
*Reutis Duke*

# Pompey Melvin Cotton Statement

$\frac{1}{2}$  of 5 Bales sold in Memphis  
 $\frac{1}{2}$  of 1710 lbs. sold before  
 received  
 $\frac{1}{2}$  of 4000 - in Receipt  
 $\frac{1}{2}$  of 2500 - in field  


---

 8200

Melvin owes \$222.14

Credit by work 47.85 -

\$174.29  
 - - - Cash 3.00  


---

 177.29

Credit of \$6<sup>00</sup> for seed &  
 groceries

$\frac{1}{4}$  of 2 Cows in potato crop -

$\frac{1}{4}$  of 7966 lbs. mt. @ 33<sup>c</sup>

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 .

4034

318

3716

2976

1074

2 7766

3883

11249

78

191

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

Complaining  
sheweth unto Your Honor, Your Orator Prentiss  
Duke, of the County of Hausenwood, that he is  
the owner of a large tract of land in the said  
County, and desiring to put the same in cul-  
tivation, he did on or about the first of January  
1882 enter into an agreement with one Pompey  
Mullen, a colored man, by which Your Orator  
was to furnish a certain portion of the said  
land and the team necessary for the cultivation  
thereof, and the forage necessary to feed said  
team, and the said Pompey Mullen agreed  
to furnish all the labor necessary to culti-  
vate said land, Your Orator and the said  
Mullen each agreeing to furnish one half of  
all seeds and fertilizers used in the cultivation  
of the crops to be raised: Your Orator also agreed  
that if the said Mullen did not have the money  
with which to pay for his half of the seeds and ferti-  
lizers, that he (Your Orator) would advance the same  
and would also advance whatever sums, in cash,  
might be required to pay for extra labor in making  
or saving the crops grown on said land, and would  
also furnish or advance the money to pay for provi-  
sions needed by the said Mullen during the year, if  
he had not the means to procure them when needed.

But it was distinctly understood & agreed between Your Orator and the said Mullen, that all the crops grown by him were to be shipped under the supervision and direction of Your Orator, and that after paying Your Orator the one half of such crops to which he was entitled under his said agreement, the other half should be held by Your Orator until the advances made by him to said Mullen should be fully reimbursed. And Your Orator alleges that during the year he has furnished provisions, seeds and fertilizers and Cash, on the said Mullen's account, to the amount of over \$400<sup>00</sup>; that the said Mullen being justly indebted to Your Orator to that extent, he had right to expect that the crops grown on said land under the said agreement would be carefully harvested, and the indebtedness of said Mullen to Your Orator, incurred by reason of said agreement, would be discharged out of his, the said Mullen's one half of said crops. On the contrary, however, Your Orator alleges that said Mullen has been removing said crops without the consent of Your Orator, and disposing of the same and appropriating the proceeds to his own use, without accounting to Your Orator for any part thereof, against which conduct Your Orator has remonstrated, but without effect. And as Your Orator is without remedy in the matter, save by the intervention of a Court of Equity,

that the said Pompey Muller may be made a party Defendant & required, upon oath to answer the allegations of this bill, fully & particularly & thereto  
to the end therefore, he prays, this Honorable Court <sup>will</sup> award an injunction, enjoining and restraining the said Pompey Muller or his Agents from removing any of the crops grown on the said land. But as it is necessary to harvest said crops as rapidly as possible to prevent their utter loss, & for the protection of both of said parties, Your Orator prays that a Receiver may be appointed who shall, under the directions of this Court, receive the said crops, and so hold the proceeds of the same, that they may be hereafter distributed under the directions of this Court according to the rights of the parties. And that Your Honor will grant unto Your Orator such other & further relief as to Equity may seem right or his cause may require. And Your Orator will ever pray &c.

Precious Duke

By Geo. H. Wright his atty.

Nausemond County to wit:

J. Geo. H. Wright, a Notary Public for the County aforesaid in the State of Virginia do certify that Precious Duke, whose bill of Complaint is above written, has made oath before me that the statements contained therein are true to the best of his knowledge, information & belief. Given under my hand this 27<sup>th</sup> day of Nov 1882  
Geo. H. Wright N.P.

The injunction as prayed for <sup>in</sup> the complainant's bill is awarded, enjoining and restraining the defendant, Pompey Mullen or his agents from removing any of the crops grown upon the land in the bill mentioned; but this order shall not take effect until the complainant, Prentiss Duke, or some one for him shall execute before the clerk of the Circuit Court of Anselemont County a bond with sufficient security in the penalty of One hundred dollars, <sup>payable to the said defendant</sup> conditioned to pay all such costs and damages as may be sustained by the defendant, Pompey Mullen, by reason of awarding this injunction. And it is further ordered that <sup>the</sup> Duke, who is hereby appointed receiver for that purpose, do take charge of the crops on said land and proceed to secure and save the same, depositing the proceeds of such as it may be necessary to sell, in the Farmers Bank of Anselemont, and securing the remainders, to await the further orders of the Court hereinafter. But before proceeding to act as such receiver, the said <sup>the</sup> Duke shall execute before the Clerk of the Circuit Court of Anselemont County a bond with sufficient security in the penalty of seven hundred dollars (\$700<sup>00</sup>) conditioned according to law for the faithful discharge of his duties as such receiver.

C. W. Hile.

To the Clerk of the Circuit Court  
of Anselemont County

Prentiss Duke

20<sup>th</sup> Chy: Under

Samuel Mallen.

1882 Nov: 27<sup>th</sup>: Inten: awarded

" Decr: 2<sup>nd</sup>: Inten: Bond & Receiver's Bond executed & filed, and

Sum. in Chy: & if'd to Decr: Ruler, 1882

" " 4<sup>th</sup>: Bill filed - Decree nisi: in debt

1883. Jan: 1<sup>st</sup>: Decree nisi confirmed & cause set for hearing, on mo:

& Plff's counsel

Chy. Notes