

1886-007

Nansemond Co. (Suffolk)

Chancery Causes: J.H. Duncan vs Orlando B. Baker et al

Wilder, Wright

2.85-

8.31

4.80

3.51

2.85-

8.31
4.50

~~5.50~~
2.

5.50

8.31

4.50

420

250

170

2.71

4.45-

2.85

2.85-

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11.60

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The Commonwealth of Virginia,

To the Sheriff of Nansemond County, Greeting:

You are Hereby Commanded to Summon O B. Baker and Lillie Baker, otherwise known as Anne E. Baker, to appear before the Judge of the Circuit Court of Nansemond County, at the Court House thereof, on Wednesday next, the 29th day of April, 1885, to show cause, if any they can, why they should not be fined, for contempt of said Court, consisting in disobedience of the injunction, which was awarded, in the Chancery Cause, of J. H. Duncan, Plaintiff against them, and Ann E. Wilken

~~if found within your bailiwick to appear at the Clerk's Office of our Court, for our said County of Nansemond, at the Rules to be holden for the said Court, on the first Monday in next, to answer~~

(By order of The Judge of the said Circuit Court, now in session)

And have then and there this writ.

Witness, PETER B. PRENTIS, Clerk of our said Court, at the ^{Court House} ~~Office~~ aforesaid, this
April —, 1885, in the 109th year of our foundation.

29th day of

Peter B. Prentis, Clerk.

J. H. Duncan

[#] 25 Rule L

O. B. Barker & al:

To 29th day of April,
1885.

Per: St

Executed, April 28th: 1885, and a true copy herewith delivered
to O. B. Barker and Lillie Barker, otherwise known as Mrs E
Barker, each

J. F. Coit

Deputy
for John L. Feltgum, Sheriff

No.

Duncan.....

vs.

J. M. Chy.

Baker et al.

Law Offices of
 Watts & Hatton,
 408 Court Street.

Portsmouth, Va., May 19 - 1885

Peter B. Prentiss Clerk &c.
 Suffolk, Virginia,

My dear Sir,
 If you will be kind
 enough to send me the papers in
 the above case, you will greatly oblige,
 Yours truly,

G. Hatton

Kind stamps enclosed.

Complied with May 21/85
 P.D. J. W.

J. H. Duncan

22

C. B. Baker

in hands

of G. Helton

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Orlando Baker* and *Lilie Baker*, his wife, otherwise known as *Ann E. Baker*, and *Ann E. Wilder*,

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 *April* next to answer a Bill in Chancery, exhibited against *Thane*, in the said Court by *J. H. Duncan*,

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *3rd* day of *April*, 188*5*, in the *109th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Матю:

4
Memo:
The within named defendants Orlando Baker and Lillie Baker, otherwise known as Ann E. Baker, and their Agents are hereby restrained, from the further carrying on, of the sale of Merchandise, at the store on the farm of Orlando and Lillie Baker, otherwise known as Ann E. Baker, and Ann E. Wilder, on Pig Point, which store is now being carried on by said Orlando Baker, Agent for said Lillie Baker, otherwise known as Ann E. Baker, and from opening any other store on said farm, for the sale of Merchandise, and the within ^{named} Ann E. Wilder, Orlando Baker and Lillie Baker, otherwise known as Ann E. Baker, are also hereby restrained from permitting any other person or persons to open a store for the sale of Merchandise, at any point on said farm; and the said Ann E. Wilder is also hereby restrained from opening any such store, on said farm, until the further order of the Judge of the Circuit Court of Hanover County, Virginia.

Teste: Peter B. Prentiss. Clerk

Executed this 4. day of April 1885- by delivering
copies of the within to each of the defendants. -
J. J. Low with his

J. T. Cox Sept 18
J. L. Fullhams Sheriff

Wells & Hutton, b. 9

J. H. Duncanson

22nd June 1847

Orlando Barker Cal.

J. April & Feb. 5. 1885

Pro: B. B. 1. Perrye

میرزا یوسف

Know all men by these presents, that we, J. H. Duncan
and Lorenzo A. Deane are held and firmly bound unto Orlando
Baker and Lillie Baker, his wife, otherwise known as Ann E. Baker,
and Ann E. Wilder, in the sum of Five hundred dollars, to the payment
whereof well and truly to be made to them, the said Orlando Baker and
Lillie Baker, his wife, otherwise known as Ann E. Baker, and Ann E. Wilder,
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 3rd day of April ad, 1885.
And we hereby waive our Homestead Exemption, as to this obligation.

The Condition of the above obligation is such, that whereas
J. H. Duncan in his Bill in Chancery against Orlando Baker and
Lillie Baker, his wife, otherwise known as Ann E. Baker, and Ann E. Wilder,
has obtained from the Honorable George Blow, Judge of the Circuit
Court of Hanover County, Virginia, an injunction, restraining the de-
fendants Orlando Baker and Lillie Baker, otherwise known as Ann E.
Baker, and their Agents, from the further carrying on of the sale of
merchandise at the store, on the farm of Orlando and Lillie Baker, otherwise
known as Ann E. Baker, and Ann E. Wilder, on Pig Point, which store is
now being carried on by said Orlando Baker, Agent for said Lillie Baker,
otherwise known as Ann E. Baker, and from opening any other store on
said farm for the sale of merchandise, and restraining the said Ann E.
Wilder, Orlando Baker and Lillie Baker, otherwise known as Ann E.
Baker, from permitting any other person or persons to open a store for the
sale of merchandise at any point on said farm, and restraining the said
Ann E. Wilder from opening any such store on said farm, until the
further order of the said Court:

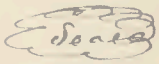
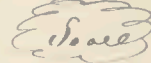
^{known,}
And it is provided, by the order of the said Judge, that the Plaintiff

the said J. H. Duncan or some one for him, before the said injunction shall take effect, shall enter into and acknowledge a bond before the Clerk of the said Court, with security, approved by said Clerk, in the penalty of Five hundred dollars, conditioned to pay all costs and damages that may be awarded against the said J. H. Duncan, in case said injunction shall be dissolved.

Now, Therefore, if the said J. H. Duncan shall pay all such costs and damages as may be awarded against him, in case the said injunction be dissolved, then, this obligation to be void, or else to remain in full force and virtue.

Executed and acknowledged before
me, in the Clerk's Office of the
Circuit Court of Hanover
County, Virginia, this day and
date, this day and date here in

Peter B. Prentiss, Clerk

J. H. Duncan 
L. A. Deary 

J. H. Duncan
to { Lajon Band
Orlando Barker del.

April 3rd 1885
Exacted field

On motion of the Complainants a rule
is awarded against O.B. Baker and Lilie
Baker, otherwise known as Anne E Baker
to show cause, if any they can, why they
should not be fined for contempt of this
Court consisting of disobedience of injunction
in this cause.

To aprie 27. 1880

Witnesses
Jno. T. Cox
Geo. S. Rives
J. H. Dineen

J. H. Duncan

vs.
O. B. Baker et al.

} In Chancery

This day the defendants, O. B. Baker and Lillie, his wife, appeared before this Court in obedience to the rule heretofore issued in this Cause summoning them to appear and show cause why they should not be fined for an alleged Contempt in disobeying the order of injunction heretofore issued in Vacation by the judge of this Court, and filed their Answer under oath to the said rule; whereupon, the arguments of counsel being heard, and the Court being of opinion that said defendants are not in Contempt of said order of injunction, it is ordered that said rule be ^{discharged} ~~dismissed~~, and that the said defendants do recover of the plaintiff their costs by them about their defence to said rule in this behalf expended; and that execution for said costs may issue against the said plaintiff in behalf of the said defendants -

JH. Dunsen

vi: { In Chancery

OK Baker & Co.

Order discharging
Rule.

noted -

No.

vs.

Law Offices of
Watts & Hatton,
408 Court Street.

Portsmouth, Va., June 5 1885

Peter B. Prentiss Esq
Clerk Cir Ct. Nausemond Co.
Suffolk Va.

My dear Sir,
Enclosed I hand you
vacation order to be entered in suit
of Duncan vs Baker &c.

The papers, I will retain at this point
for the convenience of the counsel on
both sides in taking depositions.

Yours truly
G. Hatton

Came to hand June 6/85-
cell

In the Circuit Court of Nausemond
Co.

J. H. Duncan,
vs. § In chy.

Orlando Baker,
and Lilie Baker,
otherwise known
as Anne E Baker
and Anne E Wilder

This day, as were the
plaintiff as the defendants by their
counsel appeared before the Hon. Geo.
Blow, Judge of the said Court, in va-
cation, pursuant to notice heretofore
given by the said defendants to the said
plaintiff, and Orlando Baker one of
the defendants filed his answer to the
plaintiff's bill and thereupon the said
defendants moved the said Judge to
dissolve the injunction heretofore
granted in this cause, which said
motion was argued by Counsel and
upon consideration whereof the said
Judge doth adjudge, order and decree
that said motion be overruled
and that the said injunctions
be continued until the further

order of the Court. And all other questions
are reserved until the further hearing
of the cause which is ordered to be
continued.

Wm. B. Lord.

In vacation.

Judge.

To be entered.

Order of Court Court for

by the Hon. Mr. Mansfield.

J. H. Dineen

os. 3 m Chy.

Olando Baker et al

Order overruling
motion to dissolve
injunction.

To be entered
May 27-1885.

Geo. W. Scott.

1885. June 6th. Came to hand
and entered in City: Order
Book. No. 2. Page 42

Entered 6/10/85 2 p 78

To A. H. Duncan, Esq.

Sir,

We hereby notify
You that on the 27th day of July,
A.D. 1885, between the hours of sun-
rise and sunset of that day, we
shall, before the Hon. George Blount
Judge of the First Judicial Circuit of
the Commonwealth of Virginia, in the
Circuit Court room of the City of
Norfolk, move to dissolve the in-
junction heretofore granted by said
Judge in a certain Cause in Chancery
instituted by you in the Circuit Court
for the County of Hansemon to against
us and another - at which time and
place you may attend if you see
fit.

Given under our hands this 11th day of
May, A.D. 1885.

O. B. Baker and wife, By
Godwin & Son and
Holladay & Neely, their
Attorneys.

O. B. Baker & Co
adv. J. H. Chauncy
H. Duncan

Notice of Motion to
Dissolve Injunction

Service accepted
this 12th. day of
May 1880.

Watts & Hatton

Attys for J. H. Duncan

James W. Wright, being duly sworn,
deposes as follows:

On the 16 day of October 1883 I
obtained a lease from Orlando
Baker and Anne E. Baker his wife
and Anne E. Wilder for a certain
portion of their farm in Nause-
mond Co. known as the Pig Point
farm, that said Baker as agent
for his said wife has since said
date opened a store for the sale
of merchandise on a portion
of said Pig Point farm.

That I had at the time of
obtaining my lease from said
parties, no notice of any lease
made by them before that time
to one Raudace Ward for a portion
of said farm for the term of
six years. I verily believe that
no such lease was ever
made.

Jas W. Wright
State of Virginia,
City of Portsmouth, to wit:
J. G. Hatton a
Notary Public for the City afore-

said do certify that James W. Wright
whose name is signed to the
foregoing writing personally appeared
before me in said City and made
oath that the statements therein
made were true and correct.

Given under my hand this
27 day of May A.D. 1885.

J. Milton
Not. Pub.

Affidavit of
James W. Wright

State of Virginia

City of Norfolk. to wit;

This day personally appeared before me, Geo W Godwin a Notary Public for the City of Norfolk and State of Virginia, Ann C Baker who being duly sworn made oath that on the 1st day of January 1885, she the said Ann C Baker with her husband Orlando B Baker and Ann C Wilder made a deed of lease for six years to Randal Ware for about five acres of land, situated on the East side of the lane leading to the dwelling house of the farm known as "Locustville" situated in the lower part of Hanseman county in the State of Virginia, the boundaries of said piece or parcel of land are properly set out and described in a copy of the deed of lease now in the hands of the said O. B. Baker. That on the 1st day of January 1885, she and her husband O. B. Baker released of the said Randal Ware the said property, and on the 20th day of February 1885, the said O. B. Baker as her agent opened a certain store situated thereon. The store-house had been erected on the said premises during the lease of the said Randal Ware.

Ann C Baker.

Sworn^d and subscribed before me this 9th day of April 1885

Geo Godwin
Notary Public

Affidavit of
Anne E. Baker

13
filed 11/10/1901 - 1902
est.

State of Virginia,
City of Portsmouth, ss:

I G. Hatton, a notary
Public for the City aforesaid, do certify
that J. H. Duncan personally appeared be-
fore me, in said City, and being first
duly sworn, made oath as follows: that
he is the plaintiff in a certain suit
in Chancery against O. B. Baker and Ann
E. Baker his wife and Ann E. Wilder, now
pending in the Circuit Court of Nansemond
Co.

That he was at the time of the bring-
ing of said suit and is now carrying
on a store for the sale of groceries
and merchandise, which said store
was at the time of the bringing of said
suit and now is situated upon
certain land leased by said J. H. Duncan
from one James W. Wright on the 28th.
day of August 1884.

That he the said J. H. Duncan believes
himself to be entirely solvent
and able to conduct said business.

That he the said J. H. Duncan
believes the said O. B. Baker to be
hopelessly insolvent.

That he was at the time of

his said lease from James W. Wright
entirely ignorant and without notice of
any lease made by O.B. Baker or Mrs E.
Baker his wife, to Raudace Ward and
that he verily believes that no such
lease was ever made to said Raudace
as that set forth in the answer of
said O.B. Baker filed in the suit afore-
said.

That if such lease as that set
forth in said answer ever was
made the same has never been
recorded as required by law.

J. J. Duncan

Sworn to and subscribed before me,
this 25th. day of May A.D. 1885.

J. Hutton
not. Pub.

J. H. Duncan

vs. $\frac{3}{4}$ Inch.

O. B. Baker et al.

Affidavit of
J. H. Duncan

State of Virginia

City of Norfolk to wit;

This day personally appeared before me Geo W Godwin, a Notary Public for the City of Norfolk and State of Virginia Orlando B Baker who being duly sworn made oath that on the 1st day of January 1884, Ann C Baker, Ann C. Wilder and himself made a deed of lease for about five acres of land for the term of six years to Randall Ward for the property situated on the East side of the lane leading to the dwelling house of the farm known as "Locustville" in the Lower parish of Hansemond County in the State of Virginia. The boundaries of said piece or parcel of land are properly set out and described in a copy of the deed of lease now in the hands of the said O. B. Baker.

That on the 1st day of January 1884: ^{Ann C. his wife} O. B. Baker, released of the said Randall Ward the said property, and on the 20th day of February 1885- he the said O. B. Baker opened a certain Store situated thereon as agent for his said wife Ann C. Baker. The said Store-house had been erected on the said premises during the lease of the said Randall Ward.

O B Baker.

Sworn to and subscribed before me this 9th day of April 1885-

Geo. Godwin
Notary Public

Affidavit of
O.B. Baker

April 15th 1881 J.B. cl

State of Virginia

City of Norfolk to wit:

This day personally appeared before me Geo W Godwin, a
Notary Public for the City of Norfolk and State of Virginia
Randall Ward, who being sworn, made oath that on the

day of 1881, Orlando Baker and Anne E.
his wife, and Ann E. Wilder made him a deed of
lease for about five acres of land for the term of
years, situated on the East side of the lane leading
to the dwelling house of the farm known as the

situated in the lower part of Chanco-
mona County in the State of Virginia, the boundaries of
said piece or parcel of land are set forth ^{a copy of} in the said
deed of lease referred to, now in the possession of the
said Orlando B. Baker,

That on the 1st day of Jan'y 1881, he leased to Orlando
B Baker and Ann E. his wife, all ^{his} right, title and
interest in and to the said leased property, and that
since that time the said Ann E. Baker has been carry-
ing on a store at the said premises. The store house has
been erected on the said premises ^{during} ~~since~~ the lease of
the said Randall Ward

X

Randall ^{his} Ward
mark

Sworn to and subscribed before me this 9th day of April 1881

Geo W Godwin
Notary Public

Affidavit of
Randall Ward

Oct 13th 1890 per
-1

In the Circuit Court of Nan-
semond County, Virginia.

J. H. Duneau.

vs. $\S$ In Chancery.
Orlando Bakers et al.

This cause came on
this day to be heard upon the papers
formerly read and by consent of parties
by their counsel, it is adjudged, ordered
and decreed, that the injunction
heretofore granted in this cause be
and the same is hereby dissolved,
without prejudice to the injunction
bond heretofore given by the plaintiffs
in this cause with L. T. Deans as surety
which said bond is hereby discharged
and the parties thereto are hereby re-
leased and discharged from all liability
on said bond.

And it is further adjudged,
ordered and decreed, that this
cause be removed from the docket,
and that the costs thereof be paid
one half by the plaintiff, and one half
by the defendants.

J. H. Duncan.
vs. J. Inchy.
Orlando Baker
Et al.

Decree

Filed at 10⁰⁰ h. 2 p. 10⁰⁰ h.

Removal from Booklet

We consent to the
within decree.

Walla Day & Haly
p. 11.

Watts & Hatton

p. 7.

Oct Term. 1886

To be entered

Geo. T. Blount

This agreement made & entered into
this 17th day of April 1885, between
J. H. Duncan of the one part, & O. B.
Bollen & Anne E. his wife of the second
part, witnesseth: That in consideration of
the sum of one hundred & twenty five,
(\$125.⁰⁰) Dollars, to be paid in
Cash (when all the papers are
made out in form) the said J. H.
Duncan covenants & agrees, to convey,
by deed, the entire leasehold which
he now holds, by lease, of J. W.
Wright (said property is located on
the farm of the wife of O. B. Bollen
in the town parish of Lawrence
County) also the dwelling house
on said leased property, in which
the said J. H. Duncan now resides,
in the said consideration the said
J. H. Duncan also agrees to dismiss
the injunction now pending in the
Circuit Court of Lawrence County,
instituted by the said J. H. Duncan
vs: the said O. B. Bollen, his wife &
Mrs. Anne E. Wilder, and he also

Tuesday 21st March

11

Covenant agrees, that he the said
J.H. Duncan will not, in the
future enter into or carry ~~any~~ any
mercantile business, within two (2)
miles of the said Coast. Herein.

And the said G.B. Baker
his wife Ann E. Cavanaugh &
agrees on their part to pay, in
Cash, to the said J.H. Duncan the
said sum of \$25.⁰⁰, one hundred
& twenty five dollars, when to
the said Duncan shall ap-
= pertain to the said Ann E. Baker
the proper Deeds & Conveyances
to effectuate this agreement.

Witness the following Signa-
= tures & Seals -

J.H. Duncan

Seal

O B Baker

Seal

Apr: 17th. 85.

Subscribed & sworn to before
me the day & year above.

John Moore J.P.

That at the time the said
agreement was executed the
said J. H. Duncan, clearly & dis-
-tinctly gave to your Deft:
O. M. Boller the right & privi-
-lege to open said store -
stating, at the time, that he,
done was interested in the
acquisition, & that if any trouble
should arise, he would
make it all right - That
under the agreement, & the
said assurances of the said
J. H. Duncan, he the said O. M.
Boller open his wife's store
& commenced doing business
again -

That on Tuesday the 21st inst.
or re-agreement, he & the said
J. H. Duncan met at the Office
of D. J. G. Wain & Son, in Sta. Falls
Vt., to close up the matter,
as re-said agreement -

That on that time the

said J.H. Duncan was unable to
comply with his ^{said} agreement -
to wit: to get the within Case
= Sub^{to sub-lease} of one James W. Wright
who was the original lessee &
from whom he ^{the said J.H. Duncan} was the sub-
lessee: That, then & there, it
was agreed between your
Deft: O.B. Baker, & the said
J.H. Duncan, that further
time would be given to
the said J.H. Duncan to
get the said within Case
= Sub of the said J.W. Wright.

He was given until Monday
the 27th inst: to get the
said within Consent of
Assignment of said lease
from the said J.W. Wright - That
on Monday the 27th, the said
J.H. Duncan came to town
in the Buggy of your said
Deft: O.B. Baker, with the ex-
press understanding that the

matter should be fixed up on
that day - That the said J.H.
Duncan, wholly, failed to
to procure from the said
wright the said written con-
-sent: & wholly failed to
comply with his said written
agreement with your Deft.
O.B. Baker - When your
Deft. O.B. Baker was there
& ready to pay over the
Amount agreed upon, on
he, the said J.H. Duncan,
getting the said written
privilege to assign &
signing the necessary papers
conveying up the said con-
-signment of the 17th
Apr: 85 -

That as soon as the
said J.H. Duncan failed

2
to carry out the said ac-
-currence, be your said
Deft: closed up said
store & that the same
has not been opened since.

In conclusion, your
Deft: O.B. Baker begs-
most humbly, to as-
-sure your Honor,
that he, or his wife,
(of whom he is apart)
never - for a moment -
intended any disrespect,
or Contempt, of your
Honor, or of your
Honor's Court -

He fully believed that
as the said Duncan was,
only, interested ^{in said investigation} that at

his instance the said case
instituted & the injunc-
-tion obtained; that he
had entered into an agreement
to purchase - for his wife -
the said leasehold; and
that with the assent of
the said Duncan, that
we might open the said
stone under the said
agreement, it was done,
in no contempt of this Hon-
-orable Court, but under the full
belief he had a
right to do so, under
the agreement with the
said Duncan - &
he begs your Honor
to dismiss the said rule
with his reasonable costs
&c -

O B Parker

Sworn to & Subscribed
This 29th, day of April.
1885.

Peter B. Prentiss, Clerk

The Separate Answer of Orlando B Baker, one of the defendants to a Bill of complaint exhibited against him and others in the Circuit Court of the County of Hansemond, by L H Duncan Complainant.

The respondent reserving to himself the benefit of all just exceptions to the said Bill for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says;

1st That it is true as alleged that on the 16th day of October 1883, Orlando B Baker and his wife Ann Co Baker, and Ann Co. Wilder his wife's mother, entered into a certain lease, with one James W. Wright with conditions and terms set forth in the 1st paragraph of the plaintiff's bill. But your defendant is advised and therefore denies that he has any ownership in the tract of land known as "Locustville" situated in the lower parish of Hansemond County, Virginia, that his right was that only a right of courtesy by virtue of his marriage with Ann Co. Wilder (now his wife Ann Co Baker) who is the daughter of Ann Co. Wilder - All three of whom are now living on said farm

2nd That although the said defendants entered into a contract with James W. Wright as alleged in said bill, to wit; "that they will not themselves open a Store for the purpose of selling merchandise on any part of their said farm on Big Point, nor give, nor sell the privilege of doing so to any other person except the said James W. Wright during the term of his lease", and are charged in said bill with a violation of said contract, yet your defendants positively denies that there has been any violation of said contract

3rd That it may or may not be true, ^{as alleged} in the 3rd paragraph of the said plaintiffs bill, that the said James W Wright leased ~~to~~ ^{the} plaintiff the said piece or parcel of land described in said bill. And the defendant Orlando B Baker denies the same and calls for proof.

4th That it may, or may not be true as alleged in the 4th paragraph of the plaintiffs bill, that the complainant has opened ~~it is~~ ^{and} now carrying on a store for the sale of Groceries and Merchandise, on the premises leased by him from said James W Wright. But your said defendant is advised and ~~assents~~ ^{assents} it to be a fact, that the plaintiff in said bill has recently had his said store and business on said premises closed up on legal process, and that he is ~~a~~ insolvent, and totally unable to carry on the business in the future on the said premises or elsewhere.

5th That your said defendant denies in ~~total~~ ^{that part of} the allegation in the 5th paragraph of the plaintiffs bill in which it is charged that the defendants to said bill have grossly and in bad faith broken the said covenant in said bill set forth, and he also denies that he or the other defendants have recently permitted the erection of a store-house on said farm. He admits that he as the agent of his said wife is carrying on the business of merchandise on a piece or parcel of land leased by them from one Randall Ward, who holds a lease from the said defendants about two years prior to the lease of the said James W Wright, and upon which a store-house had been erected.

6th

He denies emphatically that he or his co-defendants have in anywise violated the said covenant with the said James W Wright or his assignee the plaintiff. On the contrary he assents that Randall Ward leased of the defendants to this bill on the 1st day of Jan'y: 1861 about five acres of land just opposite the premises of the plaintiff to this bill; that the said Randall Ward erected on his said premises a Store-house; that the said James W Wright and his assignee the plaintiff in this bill well knew and clearly understood that the said Randall Ward whose lease antedates the said lease of the ~~plaintiff~~ said James W Wright and his assignee the plaintiff have the right under said lease to carry on the merchantile business on said premises if he so desired; and that the said James W Wright and his assignee the plaintiff in this bill, well knew at the time of the execution of the lease to the said James W Wright, that ^{the said Randall Ward} he or his assignee could if they desired carry on the merchantile business at that point; and that the contract made by these defendants with the said James W Wright was made with that full and explicit understanding with the said James W Wright.

And this respondent having fully answered the complainant's bill, prays to be hence dismissed with his reasonable costs by him in this behalf expended, and he will ever pray &c,

Virginia; Hansemond Co. to wit:

This day personally appeared before me R. H. Rawles
a Notary Public for the County of Hansemond #
and State aforesaid Orlando B. Baker, whose answer is
above written and made oath that the statements in
the answer so far as made of his own knowledge are
true; and so far as made from knowledge or information
derived from others, he believes to be true. ~~He~~

Given under my hand this 8th day of April 1885.

R. H. Rawles

Notary Public

Answer of
O. B. Baker

for up. 10. 1885

— This Deed made this twenty eighth day of August in the year eighteen hundred and eighty four between Jas. W. Wright of the County of Norfolk, State of Virginia, party of the first part and J. H. Duncan, of said County and State, party of the second part. —

— Witnesseth, that in consideration of the rents, provisos, covenants and agreements hereinafter contained and which on the part of the said J. H. Duncan, are to be paid, done and performed, the said Jas. W. Wright doth grant, bargain, sell, assign and lease unto the said J. H. Duncan, all the right, title and interest of the said Jas. W. Wright in and to a certain lot of land situated in the southern corner of the farm on Pig Point belonging to Ann E. Wilder, O. B. Baker and Ann E. Baker his wife and bounded on the southeast by the public road and extending along said road forty yards and on the northeast by the lane, and extending along the lane thirty yards and containing twelve hundred square yards together with all the buildings and appurtenances to said land belonging. To have and to hold, the said land and appurtenances hereby

demised and conveyed unto the said J.H. Duncan from the first day of September in the year eighteen hundred and eighty four for and during a period of four (4) years thence ensuing, yielding and paying therefor unto the said Jas. W. Wright his personal representatives or assigns the sum of five dollars for each and every month from said first day of September in the year eighteen hundred and eighty four during the continuance of said term, of four years; said sum of five dollars to be due and payable on the last day of each and every one of said months during said term.

— The said J.H. Duncan, doth covenant and agree with the said Jas. W. Wright as follows, to wit: that the said J.H. Duncan will, during the said term, pay all taxes, levies and assessments upon the said demised premises or upon the said, Jas. W. Wright on account thereof; that the said J.H. Duncan will not during the said term assign nor underlet the said demised premises nor any part thereof without the consent in writing of the said Jas. W. Wright or his personal representative or assigns; that the said

STATE OF VIRGINIA,

City of Portsmouth To Wit :

I,

G. Hatton

a Notary Public in and for the City

aforesaid in the State of Virginia, do certify that

Jas W. Wright and
J. H. Duncan

whose names are signed to the writing above, bearing date the 28th day of

August 18 84

acknowledged the same before me in my

City

aforesaid. Given under my hand this

29th day of August 18 84

G. Hatton

Not. Pub.

J.H. Duncan will at the expiration or sooner determination of the said term peaceably surrender and yield up to the said Jas. W. Wright the said demised premises, and that the same when so delivered, shall be in good repair, making due allowance for reasonable deterioration.

— And it is further covenanted that should default be made for thirty (30) days in the payment of any installment of rent as hereinbefore stipulated, or in the event of the breach of any of the covenants herein contained, on the part of the said J.H. Duncan, to be observed, kept or performed, the said Jas. W. Wright may at any time thereafter reenter and repossess the said demised premises and the same again have and enjoy as of his former estate. —

— Witness the following signatures and seals:

Jas. W. Wright (seal)
J. H. Duncan (seal)

Jas. W. Wright

to $\frac{3}{4}$ learn.

J. H. Duncan

Exhibit B.

Watts & Cotton,
Attorneys at Law.

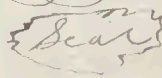
This Deed made this 16 day of Oct 1883
between Ann E. Wilder, Orlando Baker, and
Lilie his wife, of the one part, and Jas. W.
Wright of the other part witnesseth; that the
said Ann E. Wilder, Orlando & Lilie Baker
do lease unto the said Jas. W. Wright, his
personal representative, or assigns, for the
term of five years from the ^{date of this} ~~first day of~~
~~January 1884~~, all their right to a certain
lot of land situated in the southern
corner of the farm on Pig Point belonging
to the said Ann E. Wilder, Orlando & Lilie
Baker, and bounded on southeast by the
public road and extending along said road
forty yards, and on the northeast by the
lane and extending along the lane ^{thirty} ~~forty~~
yards, and containing ^{thirteen} ~~sixteen~~ hundred
square yards, for the sum of Eighty-seven
dollars and fifty cents, to be paid in five
annual instalments of Seventeen Dollars
and fifty cent each. The said Jas. W.
Wright, at the expiration of the said
of five years, is to have the complete
ownership of all buildings and fences
that he may put thereon during the
lease of five years, and is to have the
privilege of moving and taking away
the same within the space of ten days

from the expiration of the lease.
And the said Ann E. Wilder, Orlando
and Lillie Baker do covenant and
agree that they will not themselves
open a store for the purpose of selling
merchandise on any part of their said
farm on Pig Point, nor give, nor sell the
privilege of doing so, to any other person
except the said Jas. W. Wright during the
term of this lease. Witness the following
signatures and seals this

Ann E. Baker. 

O. B. Baker. 

Ann E. Wilder. 

Jas. W. Wright - 

Ann E. Wieden
Orlando Baker
and Lillie Baker
to E. Lease
James W. Wright

Exhibit A

To the Honorable George Blow, Judge
of the Circuit Court of Nansemond Co.

Your orator J. H. Duncan of the
County of Nansemond, State of Virginia, hum-
bly complaining, sheweth unto your
honor, the following case.:-

That heretofore to wit: on the sixteenth
day of October 1883, Orlando Baker and
his wife Lillie Baker otherwise known
as Mrs E Baker by which name as
well as by the name of Lillie Baker
she is called and known, and Mrs
E Wilder, who were at that time and
are now the owners of a certain
farm on Pig Point in the County of,
Nansemond, made to one James W.
Wright, a certain lease, demising
to said James W. Wright, for a term of
five years from the said sixteenth
day of October 1883, a portion of said
farm described as follows: "a certain
lot of land situated in the southern
corner of the farm on Pig Point belonging
to the said Mrs E. Wilder, Orlando and
Lillie Baker, and bounded on the south-
east by the public road and extending
along said road forty yards, and on.

the northeast by the lane and extending along the lane thirty yards and containing twelve hundred square yards," for the sum of \$87⁵⁰ to be paid in the manner specified in said lease, the original of which is filed herewith marked "Exhibit - K" and is prayed to be considered as a part of this bill.

That said Ann E. Widen, Orlando and Hilie Baker covenanted in said lease among other things, the following, to wit: "And the said Ann E. Widen, Orlando and Hilie Baker do covenant and agree that they will not themselves open a store for the purpose of selling merchandise on any part of their said farm on Pig Point, nor give, nor sell the privilege of doing so, to any other person except the said Jas. W. Wright during the term of this lease". All of which will fully appear by reference to said "Exhibit - K".

That heretofore, to wit: on the 28th day of August 1884, the said James W. Wright leased and sub-let to your complainant all the right, title and interest of the said Wright in and to

that portion of said farm leased to the said Wright by said Ann E. Wilder and Orlando and Lillie Baker and fully set forth in this bill, for the term of four years from the said 28th. day of August 1884 as will fully appear from the original of said lease from said Wright to your complainant herewith filed marked "Exhibit B" and prayed to be considered a part of this bill.

That your complainant has opened and is now carrying on a store for the sale of groceries and merchandise on the premises leased by him from said Wright for that purpose.

That the said Ann E. Wilder, Orlando and Lillie Baker have grossly and in bad faith violated and broken the said covenant hereinbefore set forth and have recently permitted the erection on their said farm at Pig Point, of a store for the sale of groceries and general merchandise, which said store is now being carried on by said Orlando Baker as agent for said Lillie Baker to the irreparable and continuing damage of your complainant. - And mas-

much as your complainant is remediless in the premises save in a court of Equity where such matters alone are cognizable,, he humbly prays that an injunction may be granted restraining the said Orlando Baker and Lilie Baker otherwise known as Ann E Baker, and their agents ~~or assignees~~ from the further carrying on the sale of merchandise at the said store on the said farm at Pig Point, now carried on by said Orlando Baker agent for said Lilie Baker otherwise known as Ann E. Baker and from opening any other store ^{for the sale of merchandise} on said farm at Pig Point, and restraining the said Ann E. Wilder, Orlando Baker and Lilie Baker, otherwise known as Ann E Baker, from permitting any other person or persons to open a store for the sale of merchandise at any point on said farm at Pig Point, and restraining the said Ann E. Wilder from opening any such store on said farm. And

That the said Ann E. Wilder, Orlando Baker and his wife Lilie Baker, otherwise known as Ann -

State of Virginia,
City of Portsmouth, to wit:

I G. Natton a notary
Public for the City aforesaid, do certify
that J. H. Duncan whose name is
signed to the foregoing bill, and Jas. W.
Wright, personally appeared before
me in the said City aforesaid and
made oath that the statements therein
made were true & correct.

Given under my hand this 9th.
day of March, - A. D. 1885.

G. Natton
not. Pub.

E. Baker, be made parties defendant to this bill and be required to answer the same. But an answer from any of said parties on oath is hereby expressly waived. And ———

That all proper process may issue, And for such other, further and general relief as this case may require and to equity may seem meet.

And your orator will ever pray &c.

J. H. Duncan

Watts & Mattow

A.C.

An injunction is granted in accordance with the prayer of this bill, restraining the defendants Orelauds Baker and Lillie Baker otherwise known as Ann E. Baker, and their agents ~~assigns~~ from the further carrying on of the sale of merchandise at the store on the farm of Orelauds and Lillie Baker otherwise known as Ann E. Baker and Ann E. Wilder on Pig Point; which store is now being carried on by said Orelauds Baker agent for said Lillie Baker, otherwise known as Ann E. Baker, and from opening any other store on said farm for the sale of merchandise, and restraining the said Ann E. Wilder, Orelauds Baker and Lillie Baker, otherwise known as Ann E. Baker, from permitting any other person or persons to open a store for the sale of merchandise at any point on said farm, and restraining the said Ann E. Wilder from opening such store on said farm. But before this injunction shall take effect, the said J. H. Duncan or some one for him, shall enter into and acknowledge a bond, before the clerk of the Circuit Court of Nanseemond Co. with security approved by said clerk, in the penalty of \$500. or conditioned to pay all costs and damages that may be awarded against the said J. H. Duncan in case this injunction

Wells Hallen
J. H. Duncan

vs. S M Chy.

Ann E Wilder

et al

Bill +

over of negotiation

Harrison and Co: Ct.

shall be disclosed.

Geo. H. Cox.

Wm. H. Cox

to the Clerk of the Court
and for the County of
Harrison. Wm.