1894-005
Nansemond Co. (Suffolk)

Chancery Causes: Joseph M. Butler vs Alonzo W. Ballard

Barnes, Baines

J. M. Butler Lee & A. W. Ballard

Sept 3/91	1 pt A. Brandy	.30
" 4 "	1 " " "	.30
" 6	Cash to Wash	.75
" 7	Amt paid for fodder hands	3.67
" 9	1/2 pt A. Brandy	.20
" 12	Cash to hands	1.00
August 22	1 Sour Mash	10.00
Oct 22	Cash at Fair	.50
" 31	1 1/2 pt A. Brandy	45
Nov 1	1/2 pt " "	20
" 1	Cash for pulling corn	2.25
Dec 14	1 pair Cart	3.25
" 22	1 gun	9.00
" 24	1 qt A Brandy	.60
	Cash paid Elisha Butler	2.15
	1 pair cart shafts	.50
	Rent of farm for year 1892	50.00
		$85.18

Buckhorn Ky July 14/94

Mr E. E Mullins

Dear Sir

yours to hand have sent you an itemized statement of J. M. Bullins book. you will find that all of it - with the exception of one or two items was for supplies to farm with, & Am glad that you have got the papers and do want you to go for them and but, I hope to that you will push it —

yours as ever

A. M. Ballard

Mr E. E. Holland

Suffolk

SPM

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON A W Ballard

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 Third Monday in December 1892, to answer a Bill in Chancery, exhibited against him in the said Court by J M Butler

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this 14th day of December 1892, in the 117th year of the Commonwealth.

Teste:

A P Gomer Clerk.

Memo.

An injunction is awarded the Complainant ~~in~~ J M Butler enjoining and restraining the defendant A W Ballard his Agents, employees and attorneys from disposing of the land mentioned in the bill in this suit, and upon which the plaintiff resides and from attempting to dispossess the plaintiff therefrom and from selling, holding and reclaiming the possession of any property belonging to the plaintiff or another person to satisfy any claim for rent or otherwise due by the plaintiff to the defendant- till the further Order of Court.

Teste: A L Gorney Clerk

The injunction bond required of the plaintiff or some one for him has been given with security deemed sufficient by me.

Teste: A L Gorney Clerk.

Executed This 15th day of April 1892 by leaving a true copy of the within Summons with Mrs A A Ballard the wife of A W Ballard the same at the time of Service

A E Hendricks Deputy
for Abbeville Sheriff

U.S. Ballard, Sheriff
vs
J M Butler
Injunction
Ballard

1892
Received Rules
Third Monday.

Mar 7 a Motion

Process Bond & Pg 75.

Know All Men by These Presents, That we J. M. Butler
and Wells A. Holland Jr

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of One hundred and fifty ——— DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exempton as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 1st day of December in the year of our Lord one thousand eight hundred and ninety-two, and in the 117th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas
J. M. Butler has sued out an injunction against A. W. Ballard his agents employees and attorneys from dispossessing of the land mentioned in the bill in this suit and from attempting to dispossess the plaintiff therefrom and from selling holding and retaining the possession of any property belonging to the plaintiff or another person to satisfy any claim for rent or otherwise due by the plaintiff to the defendant till the further order of the Court. But before this injunction order shall take effect the said J. M. Butler or some one for him shall enter into a bond before the Clerk of this Court payable and conditioned according to law in the penalty of $150. with surety by said Clerk deemed sufficient

Joseph M Butler SEAL
W. A. Holland Jr SEAL
SEAL
SEAL
SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 14th day of December 189 2

The above bond was executed and acknowledged by the obligors (the surety justifying on oath as to his sufficiency) and recorded.

Teste: A. P. Gomer CLERK.

A Copy. Teste: A. P. Gomer Clerk

J. M. Butler
P. G. Injunction Bond
A. W. Ballard

Copy

J M Butler
vs
A W Ballard

This cause came on to be heard in vacation upon the bill, answer, affidavits, and exhibits filed, and upon the motion to dissolve the injunction heretofore granted in this cause and was argued by counsel. Upon consideration whereof the court doth dissolve the same.

C W Stice
Feby 17th 1893

I M Butler
vs
A W Ballard

To be entered
C M S
July 17, 1893

Entered in
Chancery Order
Book No. 2 Pg. 477.

J. M. Butler

vs

A. W. Barnes

With consent of parties it is ordered that the papers in this cause be submitted to the Judge of this Court for decision or decree in vacation

Butler
vs
Ballard

Oct 11th 1894
To be entered -
CMH

Entered in Chancery
Order Book
No. 2. Page 551.

E. E. HOLLAND,
ATTORNEY AT LAW.
Commonwealth's Attorney for Nansemond County.

SUFFOLK, VA.,

Feb. 25th, 1895

A.P. Gomer Esq,

Clerk Cir:Ct-

Dear Sir;

I enclose herewith decree granted by Judge Hill.

Please enter and oblige,

Yours truly,

E. E. Holland

Ballard
Vs
Butler

864

I, M.H.Holland Jr. a member of the firm of M.H.Holland & Co. do most solemnly affirm that some time in the latter part of the year 1891 J.M.Butler left with us the sum of fifty dollars to be applied as a credit on the purchase price of a tract of land by A.W.Ballard to whom we were to pay the money. A.W.Ballard came to me about that time and said that he had heard that Butler was going to sell us his peanuts and that he wanted a payment from him on the land he had bought. There was some difference between said Ballard and the said firm, and Ballard can get his money at any time and he knows he can get it I think. I understood from Ballard and Butler that this payment was on the land. Ballard did not mention rent to me one time. I knew that Butler had paid one hundred dollars on the land before that time.

M.H. Holland Jr.

Subscribed and sworn to before me this 24th day of January 1893

J E Stallings J.P.

Butler J.M.

Vs.

Ballard et als

Affidavit

In Circuit Court of Nansemond County-

J.M.Butler vs A.W.Ballard-

Affidavit of M.H.Holland Sr, to be read as evidence on motion to dissolve injunction-

M.H.Holland Sr being duly sworn deposes and says as follows:
Some time in November of this year (1892) J.M.Butler came to my house, and wished to know if I would rent him the farm known as the Jas.Holland place. I told him I would but said to him "I thought you had bought the place where you live" He replied "I am not able to pay for it-the place is too small to pay $50.00 per year rent for it-and so I am going to leave it. He said the time within which he should pay for it was out Christmas, and that he could not pay it, and he wanted to leave it and rent a place of me. I bargained to rent him the place for next year, 1892. He was to leave the place he claimed to have bought because as he said he could not pay for it, and he wanted to leave in before Christmas
And further this deponent saith not. M.H.Holland Sr

Elisha Butler, being duly sworn deposes and says:
J.M.Butler came to me directly after last Christmas and wanted to know of me if I would do him a favor. I told him I would if he could. He told me he had been paying Mr.A.W.Ballard fifty dollars a year rent for the place he was on every year since he had been there-said he could not stand it-and wanted to know if I would pay the money due Ballard if he would get a deed and give me a deed of trust on land. I told him to go and see Mr.Ballard and if he could fix it I would do it. He went to see Mr.Ballard. I also saw Mr.Ballard afterwards. Mr.Ballard told me that he owed him about $50.00. I told him if that was the case I had no more to do with it. He told me distinctly that he paid Ballard fifty dollars a year rent for the place. He told me he would have to

leave.That he could get a place at Mr. A.Edwards.

And further this deponent saith not.

Elisha his X Butler
mark

W.H.Barnes being duly sworn deposes and says:

I heard J.M.Butler say that he had rented a place from Mr.M.H. Holland for One hundred dollars--said this in November of this year-I remarked to him"I thought you had bought the place on which you live."He said" I had but I could not pay for it and I could not afford to pay fiftydollars a year rent for it."He said that he told Mr.A.W.Ballard that he could take it back-because he could not pay for it and could not afford to pay the rent charged for it.He said Mr.A.W.Ballard had taken it back from him, at his request, and that Mr.Ballard had since sold it to Mr.Elijah Holland.And further this affiant saith not.

W.H.Barnes

Alfred C.Butler being duly sworn says:

J.M.Butler told me he had rented a place from Mr.M.H.Holland for the year 1892.Said that he had bought a place of Mr.Ballard, but could not pay for it, and had given it up.Said he had about paid Ballard the amount of rent due on it.Said he was going to let it go, and move elsewhere.Said Ballard had him charged with $50.00 for this year rent but he would not pay it.

A. C. Butler

R.L.Baines being duly sworn deposes and says:

In the Fall of this year, in October I think, J.M.Butler wished to know if I had rented out the "Micajah Pierce place.And said if I had not rented it he wanted it and wanted to know what I would charge for it.He

asked me to go with him to see Pierce and see if he wanted it. I told him I could not but would let him know next day. I saw about a week afterwards. I then told him I had rented the place.

R. L. Baines

Virginia, Nansemond County, to wit:
Subscribed and sworn to before me this the 21st day of December, 1892 by W. H. Howell Sr, Elvira Butler, W. T. Barnes, A. C. Butler and R. L. Barnes. Given under my hand this the 21st day of December, 1892.

E. C. Howell
N. P.

Joseph E Holland says on oath I saw
J M Butler some time in novemben soon
after I had bought the land from A W. Ballard,
I told him I had bought the land from
Ballard. he said that was all right you
are the man I want to have it.
a few days after that. J M Butler and
my self went to Carrsville I told him
I would rent him the land for next year
and also the sledge bith. land if he wanted
it. he said all right I told him I would
furnish him two pounds of Guano for
every cart load of dirt he would haul
out. and he agreed to it

Joseph E + Holland
his mark

Subscribed and Sworn to before me.
This 31st day of December 1892

J E. Stallings. J.P.

This Deed, Made this 26th day of November in the year one thousand eight hundred and ninety two, between Alonza W. Ballard and Fannie A. Ballard his wife of the first part, and Joseph E. Holland of the second part—

WITNESSETH: That in consideration of the sum of Four hundred and fifty ($450.00) Dollars, the said Alonza W. Ballard and Fannie A. his wife do grant unto the said Joseph E. Holland with GENERAL WARRANTY, all

a certain peice or parcel of land situated and being in the County of Nansemond and State of Virginia and bounded and discribed as follows. on the north by the land of Washington Holland, west by the land of John Rhodes. and South and east by the land of the said Joseph E. Holland. Containing by estimation thirty Seven (37) acres more or less. but this land is sold in gross and not by the acre.

The said Grantors covenant--that They--have the right to convey the said land to the grantee--; that They--have done no act to encumber the said land; that the grantee--shall have quiet possession of the said land, free from all encumbrances, and that They------, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals-

Alonzo W. Ballard SEAL

Fannie A. Ballard SEAL

SEAL

STATE OF VIRGINIA,
County of Nansemond } To wit:

I, J. E. Stallings, , a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that Alonza W. Ballard and Fannie A. Ballard his wife whose names are signed to the writing hereto annexed, bearing date the 26th day of November, 1892, have acknowledged the same before me in my county aforesaid.

Given under my hand this 26th day of November, 1892

J. E. Stallings, J. P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

COUNTY OF Nansemond, TO WIT:

In the Office of the Clerk of the County Court for the County of Nansemond the 12th day of December, 1892, this deed was presented, and, with the certificate---annexed, admitted to record.

Teste: R. R. Smith, Clerk.

3

Deed of Bargain and Sale.

Alonzo W Ballard and wife

To

Joseph E Holland

Admitted to record this 12th *day of*

December, 189 2

Recorded D. B. 26, *Page* 139

1893 January 6th.

Examined ~~and~~ *verified.* and

delivered A P Gomey Clk.

$

Tax, - - - - - -	$ 1.00
Fee, - - - - - -	1.21
Paid	$ 2.21

Printed and for sale at Herald Office, Suffolk, Va.

13-4

In the Circuit Court of Nansemond County,

J.M.Butler vs A.W.Ballard

The injunction awarded to the plaintiff in this cause, having been wholly dissolved prior to the last term of this Court, and no sufficient cause having been shown against the dismission of this cause at said last term of this Court, which was the next term after the dissolution of said injunction, it is ordered that this cause be dismissed at the plaintifs costs-

Butler
vs Deeds
Bacon

21

Oct. 10 1894
Do Do Entered.
CMS.

Entered in Chancery
Order Book No. 2.
Page 574.

In the Circuit Court of Nansemond County, Virginia-

J.M.Butler

Against

A.W.Ballard-

The answer of A.W.Ballard to a bill in equity, exhibited against him in the Circuit Court of Nansemond County by J.M.Butler.

This defendant reserving to himself the benefit of all just exceptions to said bill, for answer thereto or to so much as he is advised it is material for him to answer answers and says:

Ist. In I887, at the request of J.M.Butler I purchased of H.A. Johnson, the tract of land in controversy for $450.00, and took a deed for it in my own name. After buying the land at Butler's request and solicitation I agreed to sell it to Butler, for whom I had really purchased it, upon the following terms, which were agreed to by him, viz; That he should have the place for $450.00, the price I had paid for it, and have four years within which to pay for it, paying yearly on account of the purchase price, the sum of $II2.50 and interest. It was also agreed that in case he could not pay this amount that he should pay me $50.00 a year rent for the place as long as he remained on it. The contract was verbal I did this because I either wanted the purchase price paid as agreed or rent for the farm. He has failed each year to pay the purchase price as agreed upon by him and remained there three years without paying anything for the place. I told him that he must pay the rent. In August I89I he paid me for two years rent, the sum of $I00.00 as agreed upon. In the Fall of I89I he commenced hauling off his

peanuts to M.H.Holland and Co.I asked M.H.Holland and Co if they had purchased the peanuts,and they replied that they had.I then remarked that the peanuts could not be moved until my rent was paid.They promised to pay the rent for that year if I would allow them to buy the nuts, but said rent has not yet been paid.The only amount I have recevived on said farm for rent or otherwise is $$I00.00.

This defendant alleges that said Butler has been upon the farm as a tenant, being unable to comply with his purchase, and not as a purchaser,and has according to the understanding paid two years rent for said farm.This defendant denies that any money has been paid to him on account of the purchase price of said farm.

In August or September of this year J.M.Butler the complainant came to me and told me that he would not remain on the place after this year.He told me that he could not afford to pay $50.00 per year rent for the farm and also rent land elsewhere.He also informed me that he could not pay for the place,and that I could take it .I remarked to him that I could sell the place for the amount he had agreed to pay for it and that no harm had been done.He made no objection whatever to a sale of the place by me.I have considered Butler a tenant since the first year he occupied the place and he has paid rent as such.I then sold the place to Joseph E.Holland and gave him a deed for it.I do not now own the land. It was deeded to Holland some time before this injunction was served on me.Butler the defendant has known for some time that the place was sold,-has raised no objection there-

to-rented a place elsewhere-and made his arrangements to move on the place he had rented .Having sold the farm I cannot now of course comply with any proposition of conveyance to Butler.If such proposition had been made to me by Butler before the sale to Holland he could had have the place, for the same price paid for it by Holland.Holland paid me $450.00 for the place, the very price for which Butler could have purchased it.

It is not true that said defendant did not claim rent for said place until a few days before this injunction was sued out.Said Butler has paid two years rent for said place and was under obligation to pay rent for this year.He gave up his contract of purchase the first year he was on place, has since paid rent for two years, and has ever since been considered a tenant of said defendant and not a purchaser of said land.It is true a levy was made under a distress warrant byJno.J.S.Branch, a Constable upon certain property belonging to said J.M.Butler, and that said property was advertised for sale.This defendant denies however that any property belonging to the wife of J.M.Butler was levied upon by the officer.Said property is now subject to the order of said defendant and has been since the injunction order was served on this defendant, and said parties have been notified that said property was subject to their order through M.H.Holland Jr, the surety on the bond of said Butler.

It is not true that said Butler does not owe rent for said place amounting to $50.00.It is not true that said Butler does not owe for supplies furnished him on the farm amount-

ing to $84.00.

This defendant alleges that said Butler forfeited his contract of purchase-has failed to pay any part of the purchase price-has had the full time of his contract within which to comply with the terms of his alleged purchase, the term of four years-has occupied the farm knowingly as a tenant and paid rent therefor-has repeatedly said that he could not pay for place and has actually surrendered to said defendant all rights under any contract of purchase, and expressly waived such rights by his conduct and action-has knowingly turned the place over to said A.W.Ballard, told him that he would leave it this year and actually rented a place elsewhere-and has knowingly suffered said place to be sold to Joseph E.Holland, and a deed to be given to him by said defendant, without objection, until this defendant undertook to make his rent for this year.

This defendant denies his right now to ask for a deed for said land; denies that he has violated any contract of sale; denies that he has received anympney on account of the purchase price for said farm-denies that said Butler is entitled to any damages for any breach of contract or for for any other cause. And now having fully answered this defendant asks that the injunction awarded said complainant be dissolved, his bill dismissed at his costs, and this defendant prays to be hence dismissed with his reasonable costs in this behalf expended

E. E. Reed
p.d.

A. W. Ballard

Virginia, Nansemond County, towit:

I, E.E. Holland, a notary public, in and for said County in said State do certify that M.W. Ballard, whose name is signed to the foregoing answer has this day personally appeared before me in my County aforesaid, and made oath that the statements therein contained are true to the best of his knowledge, information and belief. Given under my hand this the 21st day of December, 1892

E. E. Holland

N.P.

An W. Bacon
Ass Answer
J. W. Baker

To the Honorable C.W.Hill judge of the Circuit Court of Nan semond county:

The amended and supplemental bill of your complainant, J.M.Butler respectfully shows to the court that he heretofore exhibited to the court his original bill in words and figures as follows " Your orator J.M.Butler humbly complaining showeth to the court: That in the year 1888 he rented of Henry A. Johnson a certain tract of land supposed to contain 35 acres more or less adjoining the lands of John Rhodes, Washington Holland, Elijah Holland anf others , lying being and situate in the county of Nansemond in the state of Virginia, and lived on the said land for that year as the tenant of said Henry A. Johnson, and before the end of that year he bought or bargained to buy the said tract of land of said Henry A. Johnson at the price of four hundred and fifty dollars which sum the said Johnson wanted in cash , and your orator not having that sum of money applied to A.W.Ballard to help him, and the said Ballard ageed to pay for said land and take a deed from said Johnson to himself to secure him for the said purchase price which he paid to said Johnson, and promised your orator that as soon as he refunded or paid back said sum of money ~~wi~~ with all accrued interest he would convey the same to y our orator which was agreed to. It was agreed that said Butler your orator should have four years to pay said sum of money or one fourth annually til paid in full:

Your orator says that in pursuance to said agreement he remained upon said land, and at the end of the year 1888 he took poesesion ~~of~~ as purchaser thereof and has from that time till now held and enjoyed possession as such purchaaer . Your orator says during the first year to wit: the year 1889 he made a very poor crop like other

people in the neighborhood, on account of the bad seasons, and the said Ballard then excused him for the time from that year,s payment and that he continued to hold as purchaser , hoping at the end of the next year to be able to make a payment. Your orator says that up to this time he has paid to said Ballard the sum of one hundred and fifty dollars on said purchase price and that said Ballard received it as such and he is now ready to pay him the balance due , principal and interest, and has told him the said Ballard that he was willing to pay and would pay whenever he could get a good and sufficient deed for said land. Your orator says he is a poor man and has a family and has been unable to clear much money, still he has friends who are willing to aid him and if he could get a deed he could then and there get a loan and would pay Mr. Ballard , and he here and now offers so to do, and further he says that if Mr. Ballard will give him ten days notice and at the end of said notice, he, the said Ballard, will tender a good and sufficient deed he will pay , and in case of afailure so to do will surrender the premises ~~and~~ at once, and willpay said Ballard a fair and reasonable price for the use and occupation of the said premises for thetime he has occupied the same. Your orator says he has cleared up about one acre of said land , has built a smoke house and otherwise repaired and improved said premises and is anxious to keep the property and pay for it.

Your orator says that untill last week the said Ballard had made no complaint on account of not getting any money and had never said or imtimated in any way that he claimed any rent but one day last week he informed your orator that he claimed rent for the said premises which your orator denied owing and in less than thre hours a constable John J.S. Branch had levied a distress warrant as he said on the proerty of your orator and the property of his wife to satisfy as they(the said Ballard and the said consta-

ble) say a claim for rent and a claim on open account for $84.00 Your orator says the said proerty is now advertized for sale as will appear by one of the notices herewith filed as an exhibit and prayed to be read as a part of this bill of complaint which notice was taken from a public place posted . Your orator says that the peanuts named on the said notice were taken from his premises and possession of his wife and carried away to the ware-house or premi es of said A.W.Ballard as he is informed and believes . Your orator says he does not owe said Ballard any rent or for any supplies or for any claim to collect which a distres warrant could be sued out .

In tender consideration ~~wh~~ and for as much as your orator is remediless in the premises save in this court of equity where matters of this sort are alone and properly cognizable he prays that said A.W.Ballard be made a party to this suit and requied to answer this bill, but an answer on oath is hereby expressly waived as provided by statute in such cases, that said A.W.Ballard, his agents, employes and attorneys be enjoined and restrained from disposing of said land and from attempting to dispossess your orator and from selling, holding and retaining the possession of any proerty of his own or that of another person to satisfy any claim for rent or otherwise due by said J.M. Butler to said A.W.Ballard till the further order of this court, that said A.W.Ballard be required to execute and deliver to your orator or his attorney a good and sufficient deed for said premises upon the condition that the balance of said purchase money is paid , that if for any cause, the said deed be not executed then in that event he prays that damages may be allowed him for the brach of the said contrct so to do, that an account of payments made on the said purchase price be taken and reported to court, that all other necessary accounts and enquiries be taken and reported to court , that an is-

sue out of chancery be made and tried by a jury at the bar of this court to enquire and assess the damage to your orator by reason of the taking of his goods as stated in this bill, that all such other and further general relief be afforded your orator as to equity and good conscience may seem meet . And he will ever pray & C.

(Signed W.S.Holland p.q. (Signed) Joseph M.Butler

Virginia:

County of Isle of Wight to wit:

I, John M. Taylor a justice of the peace in and for the county of Isle of Wight in the state of Virginia, do certify that J.M.Butler whose name is signed to the foregoing bill in chancery came before me in my said county and made oath in due form of law that the statements made in the said foregoing bill in chancery are true and correct to the best of his knowledge, informatoin and belief. Given under my hand this I3th day of December I892

(Signed) John M. Taylor J.P.

An injunction is awarde the complainant in accordance with the prayer of the foregoing bill in equity hereto attached, but before this injunction order shall take effect the J.M.Butler or some one for him shall enter into bond before the Clerk of this court payable and conditioned according to law in the penalty of $I50.00 with surety by said clerk deemed sufficient.

(Signed) C.W.hill

Dec I3th I892

To the clerk of the Circuit court of Nansemond county, Va.

Your orator says that by the following clause in the prayer of his original bill to wit: "that if for any cause the said deed

be not executed then in that event he prays that damages be allowed him for the braech of said contract so to do" he never intend that it should be inferred that adequate damages could be laid or that the said breach was capable of compensation in damage on the contrary he says that it is incapable of compensation in damagesfor the followig among other reasons: that in case Ballard had not agreed to sell him the land he could and should have bought property elsewhere and could and should have made other arrangements with other parties and it is impossible to say what he lost by not sodoing, that in addition to the improvements specified in the said original bill he has used his manures and planted his crops with a view to permanent improvents renting land often for crops that would most drain the substance and using his own land for other crops. Your orator says that the said Ballard has all the time led him to believe he was satisfied with the security he had for his money and that he intended to keep his contract and now to be expelled from this proerty amd made to pay what he is pleased to call rent and thereby ~~extort~~ compel him to pay for the use of the money furnished him as a loan interest at the rate of about fifteen per centum per annum of itself would be a fraud not to mention the other damages he would be called on to suffer.

Your orator says that he is informed that said Ballard has conveyed or rather attempted to convey this property to one Joseph E. Holland and that said Holland is now in collusion with said Ballard to perpetrate the wrongs hereinbefore complained of, and he says that said Holland at the time and before he took the said conveyance had actual knowledge of the fact that your orator had bought the land and had gotton the money from Ballard and knew well that Ballard had no right to sell the same to him without the consent of your orator

Your orator is informed and believes that said Holland is to pay the sum of fourhundred and fifty dollars for said land and by so-doing the said Ballard wishes to get two hundred dollars from him and four hundred fifty dollars from said Holland which will make somethin over eleven per centum per annum. Your orator here repeats his offer to pay for the said proerty qas soon as he can get a deed for the same and says he does not want Mr. Ballard to lose one cent by him on this land or otherwise. Your orator has heard of lots of things which the sqaid Ballard had declared he could prove and expected to prove but these threats do not deter him, nor do they affect him except to indicate that bhere will, in all prob-a bilty, be a conflict of evidence. Your orator would be glad to have an issue out of chancery or issues out of chancery and have all the material questions of fact tri8d by a jury of Mr. ballard,s own county-men.

For as much as your orator is remediless save in this honorable court where matters of this sort are alone and proerly cognizable he prays that said Joseph E. Holland be made a party defendant to this amended and supplemental bill and be required to answer this and the said original bill and that said A.W.Ballard be required to answer this amended and supplemental bill, and here again answers under oath are expressly waived as provided by statute, that said clause in the said original bill be read and taken in connection with the explanation in this amended bill, that said deed to said Joseph E. Holland be cancelled and annulled, that said Ballard be requied to make execute and deliver to your complainant a good and suufficient deed for said land at the time the balance of the purchase price is paid, that the deed of convey-ance be submitted to your orator,s attorney for his opinion as to its sufficiency,

that this court will permit this amended and suplemental bill to be filed without prejudice to the injunction herein before awarded, that all such other and further general relief may may be aforded your orator as to equity and good conscience may seem meet, and he will ever pray

J. M. Butler

Virginia.

County of Isle of Wight to wit:

I? W.S.Holland a commissioner in chancery for the Circuit court of Said county and state do certify that J.M.Butler whose name is signed to the foregoing amended and supplemental bill in equity and made oath in due form of law that the several state ments made in the said originall and amended and supplemental bill are true and correct to the best of his knowledge,information and belief.

Given under my hand this I2th day of January I893

W.S. Holland D
Com. in chancery.

EGAL WRAPPER. Patented Feb. 11, 1890. SIZE NO. 1.
bend the points down flat—dampen the gummed flap and stick it down—this fastens

In the Circuit Court of Nansemond County, Virginia:

2 December Rules 1892

To the Hon. C. W. Hill judge of the Cir. court of Nansemond county:

Your orator J. M. Butler humbly complaining showeth to the court: That in the year 1888 he rented of Henry A. Johnson a certain tract of land supposed to contain thirty-five acres more or less adjoining the lands of John Rhodes, Washington Holland, Elijah Holland and others, lying being and situate in the county of Nansemond in the state of Virginia, and lived on said land for that year as the tenant of said Henry A. Johnson, and before the end of that year he bought or bargained to buy the said tract of land of said Henry A. Johnson at the price of four-hundred and fifty dollars which sum the said Johnson wanted in cash, and your orator not having that sum of money applied to A.W. Ballard to help him, and the said Ballard agreed to pay for said land and take a deed from said Johnson to himself to secure him for the said purchase price which he paid to said Johnson, and promised your orator that as soon as he refunded or paid back said sum of money with all accrued interest he would convey the same to your orator which was ageed to. It was agreed that said Butler, your orator should have four years to pay said sum of money or one fourth annually till paid in full.

Your orator says that in pursuance to said agreement he remained upon said land, and at the end of the year 1888 he took possession as purchaser thereof and has from that time till now held and enjoyed possession as such purchaser. Your orator says during the first year to wit: the year 1889 he made a very poor crop, like other people in the neighborhood, on account of the bad seasons, and the said Ballard then excused him for the time from that year, s payment and that he continued to hold as purchasers hoping at the

the end of the next year to be able to make a payment. Your orator says that up to this time he has paid to said Ballard the sum of one hundred and fifty dollars on said purchase price and that said Ballard received it as such and he is now ready to pay him the balance due , principal and interest, and has told him the said Ballard that he was willing to pay and would pay whenever he could get a good and sufficient deed for said land. Your orator says he he is apoor mand and has a family and has been unable to clear much money, still he has friends who are willing to aid him and if he could get a deed he could then and there get a loan and would pay Mr. Ballard, and he here and now offers so to do, and further he says that if Mr. Ballard will give him ten days notice and at the end of said notice , he the said Ballard will tender a good and sufficient deed he will pay and in case of a failure so to do will surrender the premises at once and will pay said said Ballard a fair and reasonable price for the use and occupation of the said ~~peris~~ premises for the time he has occupied the same. Your orator says he has cleared up about one acre of said land, has built a smoke-house and otherwise repaired and improved said premises and is anxious to keep the property and pay for it.

Your orator says that until last week the said Ballard had made no complaint on account of not getting any money and had never said or imtimated in any way that he claimed any rent, but one day last week he informed your orator that he claimed rent for the said premises which your orator denied owing and in less than three hours a constable John J. S. Branch had levied a distress warrant as he said on the property of your orator and the proerty of his wife to satisfy as they(T he said Ballard and the said constable) say a claim for rent and a claim on open account for $84. Your orator says the said property is now advertized for sale as will appear by one of the notices herewith filed as an exhibit and

prayed to be read as a part of this bill of complaint which notice was taken from a public place posted. Your orator says that the peanuts named on said notice were taken from his premises and posseession of his wife and carried away to the warehouse or premises of said A. W. Ballard as he is informed and believes. Your orator says he does not owe said Ballard any rent or for any supplies or for any claim to collect which a distress warrant could be sued out.

In tender consideration and for as much as your orator is remediless in the premises save in this court of equity where matters of this sort are alone and properly cognizable he prays that said A.W.Ballard be made a party to this suit and required to answer this bill, but an answer on oath is hereby expressly waived as provided by statute in such cases, that said A.W.Ballard, his agents, employes and attorneys be enjoined and restrained from disposing of said land and from attempting to dispossess your orator and from selling, holding and retaining the possession of any property of his own or that of another person to satisfy any claim for rent or otherwise due by said J.M.Butler to said A.W.Ballard till the further order of this court, that said A.W.Ballard be required to execute and deliver to your orator or his attorney a good and sufficient deed for said premises upon the condition that the balance of said purchase money is paid, that if for any cause the said deed be not executed therein that event he prays that damages be allowed him for the breach of the said contract so to do, that an account of payments made on the said purchase price be taken and reported to court, that all other necessary accounts and enquiries be taken and reported to court, that an issue out of chancery be made and tried by a jury at the bar of this court to enquire and assess the damage to your orator by reason of the taking of his goods as stated in this bill, that all such other and further general relief be afforded your orator as to equity and good conscience may seem meet. And he will ever pray & C.

Joseph. elb. Butler

W.S. Hallard Sol.

Virginia:

Couty of Isle of Wight to wit:

I, John M. Taylor a justice of the peace in and for the county of Isle Of Wight in the state of Virginia, do certify that J. M. Butler whose name is signed to the foregoing bill in chancery came before me in my said county and made oath in due form of law that the statements made in the said foregoing bill in chancery are true and correct to the best his knowledge, information and belief.

Given under my hand this 13th day of December 1892

John M Taylor J. P.

An injunction is awarded the complainant in accordadance withe the prayer of the foregoing bill in equity hereto attached, but bef this injunction order shall take effect the J. M. Butler or some one for him shall enter into bond before the clerk of this court payable and conditioned according to law in the penalty of $ 150- with surety by said clerk deemed sufficient.

E W Hill Dec 13 1892

To the clerk of the Circuit Court of Nansemond county , Va.

Notice Notice

By Virtue of a Distress
Warrant in my Hands in favor
A.W. Ballard V.S. Jas M. Butler
I Shall on Saturday Dcamber 17th 1892
at 10 o'clock A.M, at Buckhorn on
the Farm of Jas M. Butler Sell to the
Highest bidder for Cash the following
Property to Satisfy the same Distress & Cost
about 5 Barrells Corn
one Gun Double Barrell
one Riding Saddle & Bridle
About 30 bushels Potatoes
7 Geese
one Grind Stone
one Hill Sweet Potato Slips
50 Bags Good Peanuts
Dcamber 7th 1892
John J.S. Branch
Constable

W. S. Hallcom Esq

J. M. Butler

vs

A. W. Ballard

Bill for Equity

W S Holland p.q.

J. M. Butler

vs In Chancery

A. H. Ballard

1894

October 10th

Dismissed

Costs

Clerk	5.88
Shff	.50
Jay	1.50
ally	15.00
	$ 22.88