1894-010
Nansemond Co. (Suffolk)

Chancery Causes: E.C. Wills et al vs John H. Harrison et al

Pinner, Putnam

OVERSIZE
Box 1
- 1 lien (answer exhibit 1)
- 1 accounts (answer exhibit 2)

To the Hon Geo Bloor. Judge of the Circuit Court of Law & Chancery for the County of Pulaski in Chancery sitting

Humbly complaining sheweth to the court your complainants E & Wills. A D Wills and H F Putnam.

That your complainants are the occupiers of a tract of land near the Village of Chuckatuck in the county aforesaid, known as the Red Cliff Tract farm.

That your complainants, being the occupiers of said land as aforesaid contracted with one John H Harrison to cultivate a portion of said land, to wit, 14 acres, during the year 1882. For a part of the crop to be raised thereon, the said John H Harrison agreeing & paying 1/3 of said crops raised on said land as rent therefor, a copy of said agreement is herewith filed, marked A & prayed to be read as a part of this Bill.

That the said Harrison agreed to furnish a horse & feed the same & furnish all necessary labor and seed & plant and replant said crops.

That the said John H Harrison in the year aforesaid commenced the cultivation of said land, but being without means was unable to buy feed for his horse

necessary and to plant and replant said crops and was without money to employ labor to cultivate the same.

That the said John H Harrison to cultivate said land during the year aforesaid make a crop thereon, your complainants at the request of the said Jno H Harrison were compelled and did advance to the said Jno H Harrison, through their merchants Mssrs Pastuer & Mills of the village of Chuckatuck, but on your complainants sole a/c and responsibility, money and supplies to a large amt. to wit to the amt of $320.48, a portion of said money being applied in payment of a lien on the crop of the said Harrison, a copy of said a/c is herewith filed marked B & prayed to be read as a part of this Bill.

That the said Jno H Harrison upon the said crops after the payment of his rent as aforesaid, should be responsible for said money and supplies.

That after said crops were made, but before harvesting the same, to wit on the 2nd day of 1882, the said Jno H Harrison, to defeat your complainants lien as aforesaid, executed a pretended Deed of all of said crops to one Chas Pinner for the sum of $205.00, which is writing is recorded in the Clerks office of the

County Court of the County of Tranesmone,
but the exact purport & effect of said writ-
ing is to your complainants unknown
That at the time of taking said writing
purporting to convey said crops,
the said Chas Pinder was fully informed
of said agreement and had notice of
your complainants lien.
Your complainants are informed &
charge that the said Chas Pinner did
not pay to the said Jno H Harrison the
sum of $20.00 for said crops, nor did
he in any manner purchase the same,
nor was the said writing a due & true
to secure to the sd Chas Pinder a sum of
money bona fide due and owing by the
said Jno H Harrison to him the sd Pinner,
and that the said writing is a false &
lien or deed of trust or bill of sale, is
subsequent to the lien of your complain-
ants. but your complainants are informed
and so charge, that the real char-
ter and intent of said instrument of
writing, was, and is to defeat your
complainants lien, that the said writing
is fraudulent and that the said Chas
Pinner fraudulently colludes and
conspires with the the said Jno H Harrison
to defeat your complainants said lien
That the said sum of $30.00 is still due
and unpaid to your complainants.
That the said Jno H Harrison

raised on sd land about 8 acres in peanuts & 8 in corn. That the said peas have been dug and the sd. Jno H. Harrison has removed the said peanuts & is about removing the same and the other crops grown on sd land and has removed a portion thereof, without paying thereon the said sum of $32.43 or in any manner providing for your complainants lien.

That the said crops remaining on said land are amply sufficient to pay your complainants debt.

That the sd Pinner claims that his rights by virtue of said instrument of writing is prior to your complainants lien, and prohibits your complainants from taking possession of said crops or in any manner subjecting the same to the payment of said debt or to discharge said lien & the sd Harrison still fails and refuses to pay the same, but that the sd Pinner permits the sd Harrison to remove sd crops and dispose of the same.

your complainants are informed & so charge that the sd Harrison is wholly and largely insolvent and that your complainants only security for the payment of the sd sum of $ is the crops aforesaid, and that if the said Harrison is permitted to take possession of said

Filed on this 9th day of Aug 1892 This 9th day of Aug 1892 Filed this 9th day of Aug 1892 Filed this 9th day of Aug 1892

crops. Remove, sell or otherwise
dispose of the same, your complain-
ants abt will become worthless
and his lien aforesaid be defeated
That on the 9th day of Nov 1882 your
complainants aforesaid before one
I Bunting a Justice of the Peace for
Chuckatuck Magisterial district
in said County, in which said land
is situated, and made the affidavit
in such cases provided and no
person disputing the facts therein
recited the said Justice issued a
warrant of distress directed to
A Butler Constable of said district
and County,
To levy the same on said crops.
That on the day last aforesaid the
said Constable levied the same on
said crops. That after said levy
was made, but before any return
or endorsement was made thereon
the said Justice of the Peace aforesaid
the complainants
the Prates of said Constable demand-
ed and took possession of said dis-
tress warrant and refuses to deliver
the same to said Constable.
That since the said levy was made
and after the said Justice of the Peace
took possession of said distress
warrant, the said Jno H Harrison
removed the said peanuts in picking

of the same with a large force and with in a few day will pick off and sell the same.
That there is no other Justice of the peace in said magisterial district. In Tender consideration whereof & forasmuch as your complainants are without remedy at law, and can only be relieved by the aid of this Hon court of Chancery, where matters of this sort are alone and properly cognizable, To the end that justice may be done in the premises, your complainants pray that the said Jno H Harrison & Co Miner may be made parties defendant to this bill and be required to answer the same,
That an oft be taken of your complainants bill and due process to all the defendants and
That the said crops raised during the year 1882 by the said Jno H Harrison on the land aforesaid of which your complainants are the assignees be subjected to the payment of the same that a proper person be appointed a receiver, to receive take possession of said crops, harvest and sell the same and deposit the proceeds of sale, subject to the future order of this court.
That the said defendants be required to

delivering the possession of said crops to said Rainey & that the said defendants by the order and injunction of this court be enjoined restrained from removing selling or otherwise disposing of the same or in any manner interfering or intermeddling with said crops.

That all the incidental costs may be taken, that proper process may issue & that such other further general relief may be granted in the premises as the nature of the case may require or to equity shall seem meet & your complainants will ever pray &c

Sworn and Subscribed
before me this 11th
day of Nov 1882.

R. P. Rayburn

E. P. & Rayburn a
comr in chy of the Cir & Ch
County aforesaid in the State
of Va. do certify that E. C. Wills
whose name is signed to the
writing hereto annexed. personally
appeared before me in my said county
& made oath that the statements con-
tained in said writing are true
Given under my hand this 11th
day of Nov 1882.

R. P. Rayburn

Bayliss p. J.

Wallace

v.

Mabry

Pearson

Complainants Bill

E. C. Wills et al:

vs } Chy: Notes

Jno: H. Harrison et al:

1882. Nov: 9th: Injun: awarded - 1

" " 10. Injun Bond executed & filed - also Receiver's Bond executed & filed

" " " Summ: in Chy: &c issd: to Dec: Rules, 1882

" Dec: 4th: Bill filed - Decree Nisi vs defts

1883. Jany: 1st: Decree Nisi confirmed & Cause set for hearing on 10th:

v Wills' Exhibit

Chap. Notes

Chuckatuck P.O.
Nansemond Co Va
April 4. 1882

J.H. Harrison proposes to cultivate Land on Shares on the farm, known as the Red Cliff Stock farm, belonging to E. L. Upshur, now being Leased and in the hands of N.P. Wills E.L. Wills and H.H. Putnam. J.H. Harrison agrees to cultivate Nineteen acres of Land more or less, and to work sufficient Team to cultivate the said Land Nicely. J.H. Harrison agrees to pay to N.P. Wills E.L. Wills and H.H. Putnam, as Rent for the aforesaid Land, one Third of everything that he produces, or causes to be produced. N.P. Wills E.L. Wills and H.H. Putnam agree to let J.H. Harrison have one half of the manure lying on the Ditch Bank. J.H. Harrison agrees to help repair Fences, so as to protect the crop from stock; and he also agrees to feed his own horse, & furnish all seeds necessary to plant, & replant his entire crop. J.H. Harrison agrees to make his crop responsible for his Store account at the Store of Paslow & Wills; after his rent is paid; and to acquit himself as a satisfactory Tenant.

Witnesses Walter R. Payne. John H. Harrison
E.L. Wills

All Available Text Successfully Captured

B

A.P. Wills
E. G. Wills &
H. F. Pullman
From The Firm
of A.P. Wills

A/c Current

with R. P. Wills & Co of Red Bluff Slave Form

1854							
						Dr	Cr
Feb	13	To	1 Navy Collar	1.10			
		"	1 Name Stamps	20			
		"	1 Pair Hames	55			
		"	Case 1 Sack	25		2.50	
	14	"	1 Broom	20			
		"	Paper Sacks	5		25	
	16	"	Long Chimney			06	
	18	"	Coal			5.00	
	25	"	1 Pr Expectorant			1.00	
Mar	24	"	6 yds Cotton	10	60		
		"	1 Coffee Mill		50		
		"	3 lbs Tobacco		33		
		"	1/2 Elastic		25	1.58	
	29	"	Coal for Hogs		3.50		
		"	20 lbs Flour	5	1.00		
		"	2 lbs Sugar		20		
		"	2 1/2 lbs Rice	6	15		
		"	1 Box Ess Coffee		1.25		
		"	2 Yards Cotton		12		
		"	1 lb Butter		40	5.12	
	31	"	Coal & Fill for Ladder		6.25		
		"	Amt from Bridge		11.96	5.5	11
Apl	5	"	Tobacco		1.00		
		"	3 lbs Dried Meat		60		
		"	3 lbs Lard	16	1.15		
		"	1 1/2 lbs Cheese	20	25		
		"	2 lbs Sugar		20		
		"	1 Nutmeg		02		
		"	8 3/4 lbs Meat		1.06		
		"	1 Pair Shoes		1.50		
		"	3/4 lbs Tobacco		33	1.14	
			Forward			75.59	

Apl		Amt for Forwd		7	59		
	20	20# Flour	100				
		" 3# Sugar	30				
		" Bot Ess Coffee	5				
		" Bot of Soddium	28				
		" Jar K, Oil	10				
		" Bag Snuff	14				
		" Tobacco	10	1	80		
	18	" 2 Pairs Steel	20				
		" Tobacco	20				
		" 12# Meat	100				
		" 4# Butter	32				
		" 1 Tin Bucket	5	7	30		
	21	" 7 yds Bed Ticking	1 35	2			
		" 2# Sugar	20				
		" 1# Coffee	20				
		" " Block Matches	3				
		" " Bbl Flour	9 00				
		" 9 Lard 35	3 10	24	10		
	27	" 4 Shirts & 1 Drawers	4				
		" 1 Oz Laudanum	20				
		" 1# Pipe	25				
		" 5 Tobacco	33		82		
	25	" " Buck Meal	60				
		" 2 " Lard	32				
		" 4# Butter	32				
		" Yeast Powders	10				
		" Coffee	5				
		" 3# Sugar	30				
		" Hyde Calico	1 12				
		" 3 Handkerchiefs	1 50				
		" "	50	3	77		
May	6	" 1 pr Drawers	30				
		" " Tobacco	33				
		" 2# Sugar	20				
		Forwd		109	28		

May	6	Amt for Forwd		109	28		
		" " 1# Coffee	20				
		" " " Butter	30				
		" 4# Meat	50				
		" 1 Camphor	5				
		" 2 Red Buttons	5				
		" 1# Starch	5				
		" 1 Bot Yeast Powders	10				
		" 1 Awl Screw & Knife	10				
		" " " 1 Screw for Rifle	5				
		" Hyde Pantaloon No 2	1 20				
		" 1 " Dressing	6				
		" 1 " Leather 10	1 00				
		" Awl	25				
		" Awl Handle	10				
		" Bell Shot Mould	13				
		" Spool Cotton	6	1	45		
	9	" 2 Tin Nuts			32		
	15	" 10# Meat	1 00				
		" 1# Butter	30				
		" 2 Oz Edge	2				
		" 2" Sugar	20				
		" 1 Nose	63				
		" 3# Lard	1 18				
		" 2 Spools Cotton	12				
		" 8/8 Bleach Cotton	80				
		" 2 Yds Cotton Flannel	25				
		" 3# Lard	1				
		" 1 Tin	25				
		" 5# Tobacco	33				
		" 1 Needle	2				
		" Paper Needles	10				
		" Awl	30			5	11
	18	" " Said for Buckets					10
		Forwd				119	96

May	8	To Amt for Forward		109	96
	20	" 1 Bush Meal	60		
		" 1 Soda	10		
		" 1 B.t Cream Tartar	10		
		" 1 Do Lye	10		
		" 1 Shovel	10		
		" 1 B.l. Corn	1 50	2	50
	21	" 1 Pail & Pic	10		
		" 1 Crackers	10		
		" 2 lb Sugar	20		
		" 1 lb Coffee	20		
		" " 1 Butter	30		
		" 2 1 Bus Corn	06		
		" 1 B.t Cream Tartar	10		
		" 2 Lamp Wicks	2		
		" Do Coffee	5	1	18
	24	" 210 lb Hay	360		
		" 56 lb Bran	112		
				1	80
	27	" 3 lb Lard	48		
		" 6 lb Meal	90		
		" 3 lb Sugar	38		
		" 1 lb Tobacco	33		
		" 1 Hyds Domestic	50		
		" 1 " Calico	44		
		" 1 Paper Needles	05	2	68
		"			
June	3	" 1 Bush Meal	70		
		" 1 Brooch Watches	3		
		" 3 lb Sugar	30		
		" 1 lb Coffee	20		
		" " 1 Butter	30	1	53
		Amt of Page		148	75

June	3	To Am't Car't forward 4 1/2 Page	148	75	
	"	" 1 Bot Yeast Powders	15		
	"	" 1 " Pepper	05		
	"	" 1 " Meat	050		
	"	" 1 Shirt front	25		
	"	" 2 Pair Nuts	36		
	"	" " " "	20		
	"	" 1 " Pants	125		
	"	" " Vest	175	461	
	"	" " Coat		700	
	5	" 7 lb Peanuts	672		
	"	" 1 Box Bluing	05		
	"	" Tobacco	20	697	
	9	" Peanuts & U.S. Mills	613		
	"	" Hire of 10 men one day	630		
	"	" " 9 " " "	450	1693	
		By 3 Days Work			189
	10	To 1 lb Butter	30		
	"	" 2 lb Sugar	20		
	"	" 1 Broom	05		
	"	" 1 pool Cotton	01		
	"	" BBL Corn	500		
	"	" Nutmeg	03	617	
	"	" 2 lb Sugar		20	
	11	" Cash	500		
	"	" 1 Round Meat	70		
	"	" 3 lb Lard	48		
	"	" " Sugar	30		
	"	" 8 lb Meat	120		
	"	" 1 " Tobacco	33		
	"	" Bot Ess Coffee	05		
	"	" Bot Yeast Powders	10	611	
		Cr		1911	24
					189

June	16	To Amt Bro't forward			190	24	182	July	1	By Amt for Ford			220	30	182
		" Bacon & Ribs	30						3	" Cash & Dick	100				
		" 2 Sid Ribs	35			55				" " " Mingo	100				
		" Cash			31	10				" Tobacco	10				
		" 2 Sid Ribs	2							" Cash to Mingo	12				
		" 1 Qtr Butter	35							" 2 Qr Crackers	20		130		
		" Hog Lard	20						10	" 7 lb Meat	125				
		" Matches	3							" Cash	50				
		" Cash to Hands	200							" 5 Bbl Corn	167				
		" " Lucy	120		323					" Hauling from Cor	300				
		" "	125							" 4 Days Work	400		1042		
	24	" "							11	By One Day"					50
		" Meat	120						12	To Amt Paid Emmanuel	140				
		" Yeast Powders	10							" " Cash	138		278		
		" Gar	30						14	" Amt Added to Powder	425				
		" Coffee	20							" Cash Paid Emmanuel	110				
		" Tobacco	10							" " John Jones	255				
		" Oil	10							" " Thomas Borland	255				
		" Cards	180		560					" " John Nace	280		1330		
	26	" Cash to Minton	110							"					
		" 2# Crackers	20						15	" 2# Sugar	20				
		" 5# Sugar	50							" 1# "	10				
		" 1# Spice	8							" " Coffee	18				
		" Qr Pepsonic	10							" 2# Lard	30				
		" " Laudamum	10							" Box Yeast Powders	50				
		" 2 yds Netting	38							" Box Ess Coffee	50				
		" 1 Sk Horse Powders	250							" 5 Gal Oil	100				
		" Cash	2588							" 5# Tobacco	133				
		" Tobacco	10		1424					" One Pair Shoes	200				
July	1	" 1# Coffee	20							" 2 Shirts to Parker	100		134		
		" 2# Sugar	20							" 1# Butter sold on July 8	35				
		" " Granulated	13							" " Box Powders " "	25				
		" 5# Meat	120							" 2 Bars Soap " "	20				
		" 2 yds Cloth	50		253					" 3# Sugar 10 "	30				
		Toted		21	11	1	182			" Cash Toted	110		130		
												2425	425		764

July 1	Amt brought forward		2 45	5	284
" "	1 Bush Meal Waldon & Key	70		70	
" 2	20 lbs Flour	100			
" "	8 lbs Meat	135			
" "	3 lbs Sugar	30			
" "	1 Bush Meal	70			
" "	Salt	10			
" "	Boat Hire Paddles	1	50		
" "	Coal	50			
" "	1 Tobacco	35			
" "	Coal to Door	41			
" "	16 yds Cloth	200			
" "	2 yds "	25		709	
" "	3 1/2 bars Soap	25			
" "	Coal	10			
" "	20 pcs Twine	25			
" "	Amt credited M. D. Powell	140			
" "	Coal Wm Smith	130			
" "	" Isaac Gadlin	130			
" "	" Jonas Edwards	150			
" "	" John Tyner	140			
" "	" " Edwards	140			
" "	" " Nace	140			
" "	" David Underwood	140	11	50	
2nd "	" Matilda Decker	50			
" "	" Nancy Nace	50			
" "	" Lee Decker	50			
" "	" Dawson Porter Jr	25		175	
3 "	2 lbs Lard	130			
"	3 lbs Sugar	30			
"	1 Bush Salt	100		70	
	Forward Page 9		267	19	284

July 29	To Bby - Amt brot forwd 8th Page			26 19	2 62
"	" Doz Buttons	12			
"	" Brooks Edge	10			
"	" Cotton	06			
"	" Starch	05			
"	" Coal	25			
"	" Bal Paid Matilda on Invoice	20		58	
"	" Coal			50	
31	" " Paid R.R. Cudmore	100			
"	" Sugar	45			
"	" "	10			
"	" Clay Point	05		219	
Aug 1	" 20 # Flour	100			
"	" 1 # Butter	30			
"	" " Coffee	18			
"	" 1 White Sugar	50			
"	" 2 # Brown "	20			
"	" 1 Bot Pickles	10			
"	" Paid Jno Eyre for Beef	66			
"	" 1 Jars	60			
"	" 1 Tobacco	10			
"	" 1 Lamp	30			
"	" 2 " " Wicks	02			
"	" 9 # Meat	93			
"	" 1 Tobacco	05		409	
3	" 2 Pks Meal	70			
"	" Coal	10			
"	" Flour	25		100	
9	" 2 Fruit Jars	30			
"	" 1 Jar Pickles	10			
"	" " Tobacco	35			
"	" 1 Bot Oil	10		85	
				277 [illegible]	2 62

Aug 9	Brot Amt Carried Forward		27	08	
"	1 Box Pills	25			
"	1 Lofer Quinine	40			
"	3 lb Oats	272	3	37	
11	" 6 lb Meat	06			
"	3 lb Sugar	30			
"	2 lb Lard	30			
"	7 Yds Shirting	88			
"	1 Box Essence Coffee	5			
"	1 Card Buttons	10			
"	1 Cask Tobacco	50			
"	1 Rocker	10			
"	" Dipper	10			
"	" Pepper Box	8			
"	" Pair Shoes	175			
"	2 " Shirts	150			
"	2 Towels	50	7	20	
12	" 25 lb Flour	225			
"	1 Bot Yeast Powders	45			
"	3 lb Sugar	38			
"	1 Doz Eggs	106			
"	Ess. Lemon	5			
"	5 lb Meat	85			
"	Matches	3			
"	Card	50			
"	8 lb Meal	70			
"	1 lb Tobacco	35			
"	Beef from Fort	62			
"	2 lb " Meat	45	5	86	
21	" Card		1	00	
22	" "	21			
"	" 1 lb Lac Oil	10			
"	3 lb Sugar	30			
"	1 lb Rocker	10			
"	Trimming Forward	2	1	30	
		295	81	264	

264	Aug 22 Brot Amt Carried Forward		295	81	264
	24 " 1 lb Meat	75			
	" 2 Spools Cotton	12			
	" 1 Yd Lawn	10			
	" Card	15			
	" " Paid for Beef	38			
	" 1 Measure Corn	116	3	16	
	28 " 6 lb Oats	65			
	" 203 " "	203	2	68	
	31 " 1 Yd Hamburg	10			
	" 1 Days Work by Minton	38			
	" Amt Added Mixed Powder 2 lbs Nut & Tick	2.00	2	18	
	" 2 lb Sugar			25	
Sep	1 " 6 yds Calico			48	
	" Trial of Soap			26	
	7 " Tobacco	105			
	" Salt Pork	30			
	" 3 lb Lard	45			
	" 2 lb Salt	20			
	" 1 Bot Yeast Powders	45			
	" 2 lb Sugar	20			
	" 1 lb Tobacco	33			
	" 5 lb Meat	82			
	" 1 Paper Pins	10			
	" Card	50	3	02	
	6 " " Ales Porter	100			
	" " Lemon Porter	212			
	" 1 lb Dark Meal	70			
	" 2 Yds & A Quarter	225			
	" 1 lb Lac K. Oil	10			
	" 1 lb Butter	30			
	" 2 Cabbage	15			
	" 4 lb Meat	75			
	" Card to Minton	244	8	86	
	8 " Card Forward		50		
		317	11	264	

1845	10	To Amt brought forward			317	0	264
	"	" 2 lb Sugar	7			20	
	16	" " C/C Meal	70				
		" 2 lb Lard	30				
		" 3 lb Sugar	30				
		" 1 Bot Cast Powders	1/				
		" 1/2 lb Tobacco	25				
		" 2 Days work by Minton	10	0	3	20	
		" Amt to Credit W. W. Powell			2	00	
		" 1 lb Rifle Powder 29 lb	10		2	90	26 29
		" 1 " Rifle " on 8 July	7			17	
					323	07	26 -
		Balance Due					32 313

Examined
Examined

Chuckatuck
Nansemond Co. Va
July 2nd 1882

C. L. Upshur on the first part rents his Red Cliff Stock Farm situated in the District of Chuckatuck, and County of Nansemond for the Year Eighteenhundred and Eightytwo (1882) to N. P. Hills, E. C. Hills, and H. F. Putnam - for the consideration of Threehundred and Seventyfive Dollars $375.00

The said N. P. Hills E. C Hills and H. F. Putnam are to have the entire use and benefit of the said Farm with all its appurtenances

Except that the said C. L. Upshur is to have a partial use of the Dwelling, Stable, Barn and Lawn if he should wish to do so. free of charge

The said C. L. Upshur wishes to keep his cattle on the Lawn and use a part of the Stable and Barn [redacted] and he also wishes to visit the Farm and have the use of part of the Dwelling all free of cost to him

C. L. Upshur

All Available Text Successfully Captured

Apples
Leaf Lard
Hills Red

D.

E. L. Wells Adms -

vs

John A. Harrison & al.

It appearing that there has been no order or proceeding for five years in this cause, it is ordered that it be stricken from the docket, with leave to re-instate with good cause within one year from this date.

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Elwells & Co
vs
John A. Harrison & Co

Oct-12th 94
Dismissed
C.M.S.

Entered in Chancery
Order Book No. 2
Page 590.

The demurrer and separate answer of Charles F. Pinner one of the defendants to a bill of complaint exhibited against him and another in the Circuit Court of the County of Nansemond by E.C. Wills, N.F. Wills and N.F. Pinner, Complainants.

The defendant says that the bill is not sufficient in law.

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

That it is not true as is alleged in the said bill that the complainants have advanced either money or supplies in any amount to the said defendant John. N. Harrison during the year 1882. On the contrary thereof this respondent alleges that the said sum of money claimed by the complainants is not now and never has been due to the said complainants, but is simply an open account, which if justly due to anybody is due by the said Harrison to a certain N.F. Wills who is engaged in the mercantile business at Chuckatuck Va. under

the Style of Pastern & Wills. This respondent alleges that there is no lien whatever upon the said crop in favor of Pastern & Wills, and inasmuch as the debt due has been fully paid off and discharged the complainants have no other lien thereon.

It is true that on the 1. Day of May 1882 the said John S. Harrison executed and delivered to this respondent a "Crop Lien" on his crop of corn and peanuts, in strict accordance with the statute in such case made and provided for the sum of $200.00, which has been duly admitted to record in the Clerk's Office of the County Court of Nansemond County. Relying upon the lien thus created this respondent made advances in money and supplies to the said Harrison amounting in the aggregate to $. The said paper is herewith filed marked "Exhibit. No. 1" and this respondent prays that it may be read as a part of this answer. In accordance with his said agreement and in satisfaction of the said debt the said Harrison delivered to this respondent a portion of his crop of peanuts. A few of them had been sold before the injunction order was executed and the residue have been delivered to the Receiver in this cause in obedience to your Honour's decree.

This respondent denies that the complainants have any lien, denies that the said "crop lien"

was executed with intent to defeat the complainants alleged lien, and also denies that at the time the said crop lien was executed he had any notice whatever of the Complainants alleged lien, - or was executed with any fraudulent purpose whatever. - On the contrary the same was executed openly and fairly, and for the purpose of securing advances in money and goods which this Respondent was to furnish and afterwards did furnish in good faith to the said Harrison. - This Respondent herewith files an account marked "Exhibit No. 2" which shows each item of the said advancements, and he prays that the same may be read as a part of this answer. -

This Respondent denies that any distress warrant was levied on the said crops on the 9. day of November 1882 or at any other time. - These are the facts with reference to the said alleged distress warrant and levy. - John J. Bunting Esquire a Justice of the Peace for Nansemond County signed a distress warrant which was presented to him by the complainants for his signature, and it was immediately handed to the Constable. But before any levy was made thereunder, and before any return or endorsement was made thereon the facts upon which the complainants relied were disputed. - Thereupon after having heard all

the testimony which the complainants offered the said Justice became satisfied that the said warrant had been procured on false suggestions, therefore he recalled the said warrant of Distress immediately and the paper was returned to him unexecuted. At the same time the said Justice Dunting expressed his willingness to hear the complainants counsel as well as any further testimony they might produce with reference to the question at issue.

This respondents denies the allegation of the bill that there was no other Justice of the Peace within Chuckatuck Magisterial District, on the contrary there were two others viz Joshua Simons Esq., and Gray Esquire, and there were in the County of Nansemond at that time at least twelve Justices of the Peace any one of whom had jurisdiction to issue the said warrant of distress, and without doubt would have done so just as soon as the complainants had complied with the statute and shown by satisfactory testimony that they were entitled to the same. Therefore this respondent maintains that the complainants bill presents no case for equitable relief because their remedy at law (even if their allegations were true) was more than usually speedy and adequate.

And this respondent denies all fraud, unlawful combination and confederacy, and having fully

answered the complainants bill prays to be hence dismissed with his reasonable costs by him in this behalf expended, and he will ever pray etc. —

Willis Prentis — C. F. Pinner
& Mariette Briggs Pltfs. —

State of Virginia,
County of Nansemond, to wit,

This day Charles F. Pinner personally appeared before me and made oath that the statements contained in the foregoing answer so far as made of his own knowledge are true, and so far as made upon knowledge or information derived from others he believes them to be true. —

Given under my hand this 26 day of Feby: 1883.

Robt. C. Prentis.
Comm'r in Chancy.

Wills Pls ads.

Answer of
C. A. Turner.

Harrison P.

1883. Eq. 2811. Fed. clk.

Whereas C. F. Pinner of Nansemond County, Virginia, has advanced in money to the undersigned, John H. Harrison of said County and State, who is engaged in the cultivation of the soil, which advancement is made for the purpose of enabling the said John H. Harrison to make a crop on the farm belonging to C. L. Upshaw, and does not exceed the sum of Two hundred dollars: Now therefore the said John H. Harrison, in consideration of said advancement and according to the law in such case made and provided hereby grants unto C. F. Pinner a lein to the extent of such advancements as shall be made during the year, 1882, not exceeding the aforesaid sum of Two hundred dollars upon his crop of Corn and peanuts, made on said land belonging to C. L. Upshaw and the said John H. Harrison hereby agrees and binds himself to deliver his said Crop of Corn and peanuts, on or before the 1st. day of December, 1882, and from the net proceeds of such sales C. F. Pinner shall pay first, the costs of executing and recording this agreement if then unpaid, next pay to himself the said amount advanced to the said John H. Harrison with interest on same by virtue of this Contract and the remainder he shall pay to the said John H. Harrison or his assigns, and the said John H. Harrison hereby grants unto M. F. Pinner, Trustee, the following property to wit: all of my Crop of Corn and peanuts made on said land belonging to C. L. Upshaw above mentioned in trust to more effectually secure to said C. F. Pinner the said sums advanced under this Contract and the said John H. Harrison further agrees to waive the benefit of his Homestead Exemption as to said advancement and this Contract.

Witness the following signature and seal, this 1st. day of May, 1882

John H. Harrison his mark (Seal)

In the Clerk's Office of Nansemond County Court the 22nd: day of September, 1882.

This Crop Lien was acknowledged by John H. Harrison, and thereupon admitted to record

Teste:

Peter B. Prentis. Clerk

A Copy:

Teste:

Peter B. Prentis. Clerk

Nansemond Co: Co: Clerk's Office
November the 21st: 1882

John H. Harrison
To
C. F. Turner

Crop Lien

X mid

Additional Security given prior to the date of this Lien

A Contract of the following
named Persons for the year 1882

Thomas A. P. Hills E. C. Hills & A. F. Putnam have united the Farm now Cultivated, known as the Red Cliff Stock Farm, of C. F. Hopkins (as per Contract with C. F. Hopkins) for the year 1882.

It is agreed by A. P. Hills, E. C. Hills and A. F. Putnam that the said Farm shall be put in Cultivation.

It is agreed by the said A. P. Hills, E. C. Hills and A. F. Putnam that each one of them shall have a certain and special duty to perform as to the different departments connected with the Farm, the Race Track, and the Stables, but it is further agreed, that they must be satisfied with one another as to discharge of duty, and that if a disagreement occurs that arbitrators must be called in to settle the dispute, and that the arbitrators are to be disinterested parties.

It is agreed by the said A. P. Hills E. C. Hills and A. F. Putnam — that A. F. Putnam shall manage the Stables, the Race Track and the Station Thoroughbreds.

It is agreed by the said A. P. Hills E. C. Hills and A. F. Putnam — that E. C. Hills shall look after and direct the Farming interests on said Farm.

It is agreed by the said A. P. Hills E. C. Hills and A. F. Putnam — that A. P. Hills is to have Control of the Financial department of said Farm also of the Station, and the Race Track & Stables.

It is agreed by the said A. P. Hills, E. C. Hills and A. F. Putnam, that before any action be taken in an important matter that they confer with one another and be satisfied among (over)

themselves.

Whereas the said N. P. Wills has control and power in the store in the Village of Chuckatuck known as the store of * Pasteur & Wills, and whereas the said E. C. Wills has duly qualified according to law as Administrator of the Estate of the aforesaid * Pasteur deceased. It is agreed by the said N. P. Wills E. C. Wills and N. F. Pasteur that they do firmly make themselves responsible as a Company, to the store known as the store of Pasteur & Wills for such accounts as they may make or cause to be made at the said store

N. P. Wills
E. C. Wills
N. F. Pasteur

contract between N. P. Wills E. C. Wills & * Pasteur

[illegible]

[illegible]

[illegible]

Wilcox
&
Harrison et al
In the Circuit Court of the County
of Harrison.

[illegible]
to be heard on the demurrer to the
[illegible] Bill and argued by Counsel, on consideration whereof the Court overrules said demurrer, doth decide that the Complainant Bill is sufficient in law. And it
[illegible]
Judge of [illegible]
Wilcox which [illegible]

Wells et als

vs

Harrison &c

This cause coms on this day to be heard upon the papers formerly read and upon the demurrer of the defendants Jno H. Harrison and C F. Sinner and was argued by Counsel.
On Consideration whereof the Court doth order adjudge and decree that by Consent of parties given in open Court this cause may be heard and a decree rendered in vacation

Wellsch als
5
Hwiemcéals
Och Sem 1813
Och 17 ½
Tschentsch

In Vacation.

In the Circuit Court of Nansemond County. January 1889.

E. C. Wills, A. R. Wills and W. F. Putnam.

against

John H. Harrison and Charles F. Pinner.

This cause came on this day to be further heard upon the papers formerly read and was argued by counsel. - Thereupon by consent of parties, by counsel, notice being expressly waived, it is adjudged, ordered and decreed that W. F. Pinner, Receiver in this cause, out of the fund in his hands, do pay the costs of this suit, except taxed attorney's fees and that he pay the residue with interest thereon from 18th day of October 1883, until paid, of such fund, one half to the complainants or their counsel, and the other one half to Charles F. Pinner or his counsel. And he shall make report to Court. -

C. W. Stell
Judge

Z. la enlarit
Chancery
March 13. 1889

Wills & others

vs

DECREE

John H. Harrison Dec'd

We consent for the defendants.
Robt. R. Prentis.
Minnie Briggs

I consent for the plaintiffs
R. L. Boykin
Atty

Enld Chy O.B. No 2
P 245

Know all Men by these Presents, That we, M. F. Pinner
E. C. Wills, N. P. Wills and W. A. Wills, are held
and firmly bound unto the Commonwealth of
Virginia, in the sum of Four 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 10th.
day of November, A.D. 1882.
And we hereby waive our Homestead Exemp-
tion as to this obligation.

The Condition of the above obligation is
Such, That Whereas the above bound M.
F. Pinner, was under and by virtue
of order of the Honorable L. J. Godwin, Judge
of the Corporation Court of the City
of Norfolk, Virginia, made on the 9th. day
of November, 1882, upon a Bill in Chancery
presented to him, Wherein E. C. Wills N. P.
Wills & W. F. Putnam are Plaintiffs and Prof. H. Haywood
& Chas. Pinner are Defendants, Appointed Receiver, which
said order is directed to the Clerk of the Circuit Court
of Nansemond County:

Now, if the said M. F. Pinner, shall faithfully perform
his duty as such Receiver under that and any 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 10th. day of
November, 1882.
Peter B. Prentis, Clerk
of the Circuit Court of
Nansemond County

M. F. Pinner Seal
E. C. Wills Seal
N. P. Wills Seal
W. A. Wills Seal

All Available Text Successfully Captured

E. C. Wells Dal:

Receiver's Bond

Jno. H. Harrison Dal:

1882
Nov: 10th Received $1.00

Know all men by these presents, that we. E. C. Wills, N. P. Wills, H. F. Putnam, W. A. Wills and Sam'l G. Webb are held and firmly bound unto Jno: H. Harrison and Chas. Penner, in the sum of Three hundred dollars, to the payment whereof well and truly to be made to them, 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 10th: day of November 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 E. C. Wills, N. P. Wills & H. F. Putnam on their Bill in Chancery against the said Jno: H. Harrison & Chas. Penner, addressed to the Hon: George Blow, Judge of the Circuit Court of the County of Nansemond, has obtained from the Hon: D. J. Godwin, Judge of the Corporation Court of the City of Norfolk, Virginia, an injunction to enjoin and restrain the said Jno: H. Harrison & Chas. Penner or either of them, from removing, selling or otherwise disposing of, or in any manner interfering with the said Crops in the Bill mentioned, raised by the said Jno: H. Harrison during the year, 1882, on the Red Cliff Stock farm, near the Village of Chuckatuck in the County of Nansemond, which the Plaintiffs are occupiers, until the further order of the said Circuit Court of Nansemond County: And Whereas, it is provided by the order of the said Judge, awarding the said injunction, that the Plaintiffs shall not have the benefit thereof, until they shall have entered into a bond with sufficient security, in the penalty of $300.00 payable to the Defendants, and conditioned to pay all such costs and damages as they may sustain, in case the said injunction be dissolved:

Now, therefore, if the said E. C. Wills, N. P. Wills, H. F. Putnam, W. A. Wills and Sam'l G. Webb shall pay all such costs as may be awarded against them, and all such damages as shall be incurred in case the said injunction be dissolved, then the 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 Nansemond County, the day & date above.

Peter B. Scales Clerk
of the Circuit Court of Nansemond County.

E. C. Wills (Seal)
N. P. Wills (Seal)
H. F. Putnam (Seal)
By E. C. Wills his Att'y.
W. A. Wills (Seal)
Sam'l G. Webb (Seal)
by Peter B. Scales, his Att'y.

E. C. Wills Dal

To Inspection Board

Jno H. Harrison Dal

Nov: 10th 1882 Received Bond

To the Clerk of the Circuit Court of Nansemond Co

E. L. Wills. N. P. Wills & M. F. Putnam,
V. Y. In Chy
Jno. H. Harrison & Chas Pinner

On motion of the plaintiffs by counsel & for good cause shown, an injunction is awarded them to injoin & restrain the defendants Jno. H. Harrison & Chas Pinner or either of them, from removing, selling or otherwise disposing of, or in any manner interfering with the said crops in the Bill mentioned, raised by the said Jno. H. Harrison during the year 1882 on the Red Cliff Stock Farm near the village of Chuckatuck in the county of Nansemond of which the plaintiffs are co-owners, and for reasons appearing to the court, the Court doth appoint M. F. Pinner a receiver of said crops, to receive & take possession thereof, harvest & sell the same & deposit the proceeds of sale

subject to the future order of the Court herein. But the plaintiffs are not to have the benefit of this order, until they shall have entered into a bond with sufficient security in the penalty of $300 payable to the defendants & conditioned to pay all such costs & damages as they may sustain in consequence of said injunction in case the same shall be dissolved.

and the effect of so much of this decree as directs the said M F Poirier as relates to take possession of said ships is suspended until the said M F Poirier shall execute a bond in the penalty of $ 4000 conditioned to faithfully perform his duties as said Receiver. The Court doth direct that a copy of this order be served on the said Jos H Harrison & Chas Poirier. D J Godwin

Nov 9/82

Judge.

Corp Ct Norfolk

Mills G Lee adm
of Chas Clay
dec'd Right of
Redemption.

1882

Nov: 9th.

10th: Bond executed filed

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Jno. H. Hanson & Chas. Inman

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 *next to answer a Bill in Chancery, exhibited against them in the said Court by* E. E. Wills, N. P. Wills & H. H. Putnam

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 10th *day of* November *1882, in the* 107th *year of the Commonwealth.*

Teste: Peter B. Prentis *Clerk.*

Memo:

The Defendants Jno: H. Harrison & Chas: Penner, or either of them, are hereby enjoined and restrained, from removing, selling or otherwise disposing of, or in any manner interfering with the said Crops, in the bill mentioned, raised by the said Jno: H. Harrison, during the year, 1882, on the Red Cliff Stock farm, near the village of Chuckatuck, in the County of Nansemond, of which the plaintiffs are owners, until the further order of the Circuit Court of Nansemond County.

Teste: Peter B. Prentis. Clerk

Executed and a true copy hereof delivered to the within named Jno. H. Harrison & Chas Penner each

F. H. Rauth D.S. for
J. L. Fulghum Sh'ff

Boykin &c.

E. C. Wells &al:

vs

Jno: H. Harrison &al:

In Chan: Nansemond, 1882

Pro: B. No: 1. Aug 2

Cir: C:

Whereas C.F. Pinner of Nansemond County Virginia has advanced in money to the undersigned John H Harrison of said County and State who is engaged in the cultivation of the soil which advancement is made for the purpose of enabling the said John H Harrison to make a crop on the farm belonging to C.L. Upshur and does not exceed the sum of Two Hundred Dollars Now therefore the said John H. Harrison in consideration of said advancement and according to the law in such case made and provided hereby grants unto C. F. Pinner a lien to the extent of such advancements as shall be made during the year 1882 not exceeding the aforesaid sum of Two Hundred dollars upon his crop of corn and peanuts made on said land belonging to C.L. Upshur and the said John H. Harrison hereby agrees and binds himself to deliver his said crop of corn and peanuts on or before the 1st day December 1882 and from the net proceeds of such sales C. F. Pinner shall pay first the costs of executing and recording this agreement if not then paid next pay to himself the said amount advanced to the said John H. Harrison with interest on same by virtue of this contract and the remainder he shall pay to the said John H. Harrison or his assigns and the said John H. Harrison hereby grants unto C. F. Pinner Trustee the following property to wit all of my crop of corn and peanuts made on said land belonging to C.L. Upshur above mentioned in trust to more effectually secure to said C.F. Pinner the said sum advanced under this contract and the said John H Harrison further agrees to waive the benefit of his homestead exemption as to said advancement and this contract witness the following signature and seal this 1st day May 1882

John H Harrison
mark

In the Clerk's Office of Nansemond County, the 22nd day of September 1882.
This deed was received admitted to record by John H. Harrison and likewise admitted to record.
Teste:
John B. Jenkins Clerk

John H. Harrison
To
C. F. Pinner
Deed of Lien
1882
Sept: 22nd Recorded
in the Clerk's Office.
by John H. Harrison.

C. F. Pinner
vs
C. F. Pinner
Recorded Rec. Book No 10 Page 652
Any Receipts for Fees

All Available Text Successfully Captured

Credit

By net proceeds Peanuts sold 68 70

"Exhibit No. 2
with Ct. Pleas Answer.