

George T. Clark
vs
C. R. Limstrong
Declaration

State of Virginia
County of Prince William County to wit
In the Circuit Court of the said county

George T. Clark, plaintiff, came and complains of C. R. Limstrong, defendant, who hath been duly summoned &c of a plea of trespass on the case. For that whereas the said C. R. Limstrong heretofore, to wit on the 15th of January 1873 at Prince William County aforesaid, being then and there the owner of a certain farm called Bradley Farm in said County, the said plaintiff upon the special request of said defendant then and there made entered into and signed a certain agreement in writing, which said agreement was signed by defendant and is now shown to the court marked "exhibit S" and filed herewith by which agreement in writing plaintiff agreed to work the farm said defendant to find all labour for farming said farm in a proper, careful and farmer like manner from the fifteenth day of January 1873 till the 1st day of January 1874; to farm about 25 acres in corn 25 in oats and 17 in wheat which were then already sown, all the hay and potatoes on lands in a certain orchard upon said farm as directed by said Limstrong; that he the said plaintiff farther agreed in said writing that the work which should be done by him should be such as taking care of horses, hauling manure on lands, ploughing, sowing, harrowing, rolling, mowing, reaping, cutting, and husking corn, threshing all grain, hauling all the produce in and stowing it away in its proper places clean and ready for market and repairing and keeping in repair the fences around the fields which the said plaintiff was to cultivating cutting and hauling rails for the same if required; and said plaintiff furthermore in consideration for his board agreed at the request of said Limstrong then and there made to cut and haul to the woodpile all wood required for house use, also to cut down logs and haul them to the saw mill and the lumber back on to the farm when required, to assist in making new fences and planting the garden and to assist in general about the farm; and he the said plaintiff farther agreed at the request of said defendant then and there made to pay one half of the wages of a boy for having the boys assistance in hauling in hay wheat corn oats fodder or wood &c and to pay the said Limstrong \$13.00 for the labour done in the wheat field previous to the date of said agreement in writing.

In consideration of which agreement of plaintiff herein before set forth, defendant then and there promised plaintiff one-third of all hay wheat oats, corn, buckwheat & potatoes raised on the said farm by plaintiffs labor from the said 15th of January 1873 to the 1st of January 1874 to furnish all seed and the use of two horses or oxen one wagon and all the farming implements then on the farm; to keep a boy to assist plaintiff and defendant and to pay said boy one half his wages; and also to allow plaintiff a few days to himself when the fields were in cultivation, the fences in repair and no urgent work requiring his attention and a boy on the premises attending to the horses &c.

That he the said plaintiff confiding in all the promises of defendant heretofore named, did immediately thereafter to wit: on the 15th of January 1873 begin his work upon said farm, that he did farm the same in a proper careful and farmer like manner & that he did find all necessary labor therefore until about the 6th day of August 1873; that he did farm the said farm in wheat oats corn and potatoes in accordance with said agreement in writing until or on about said 6th day of august; that he did do all necessary hauling of manure, ploughing, sowing, harrowing, rolling, mowing, reaping, hauling in and stowing away of produce in its proper places; clean and ready for market; that he did repair and keep in repair the fences around the fields he was cultivating; that he did cut and haul rails for the same if required; that he did cut and haul to the wood pile all wood required for house use until about August 6th 1873 that he did cut down logs and haul them to the saw mill and the lumber back on the farm when required; that he did assist in making new fences and planting the garden and did assist in general about the farm; that he has paid said defendant the \$13.00 afore named by crediting him the same; that he continued to do these and all necessary things to carry out said agreement in writing herein before named up to August 6th 1873 save that he was in many things hindered and prevented by the unlawful interference of said defendant; that he did not attend to the threshing of the wheat and oats and property caring for same after harvesting because he was forbidden so to do by said defendant who ordered him the said plaintiff away from the farm with rough and threatening language and conduct; that he had made all necessary arrangements for cutting and husking the corn but on or about the 7th of October the said defendant began cutting said corn before it was ripe and in a proper condition for cutting to the great injury of said crop of corn and to the great damage of plaintiff ; and that he the said plaintiff was at all times ready and willing to carry out said agreement in all respects of all of which defendant during all this time had notice notwithstanding which the defendant hath not performed his promises made in said agreements, but on the contrary thereof did at various times refuse to furnish the horses or oxen agreed upon and the necessary farming implements agreed upon; he did not keep a boy to assist plaintiff but conducted himself so roughly towards the boy employed by himself that he the said boy left his service and said defendant did not employ another by reason of which plaintiff was obliged to do the work properly the work of said boy for three months of the most busy season of the year; said defendant refused on or about the 6th of August 1873 to board plaintiff and thus compelled plaintiff to board one half mile distant from the farm to the great inconvenience and damage of plaintiff and contrary to said agreement; that at various times during the summer and fall of 1873 defendant used harsh profane and violent language toward plaintiff and ordered him away from the said farm; that he refused to allow him to thresh the wheat and oats which had been harvested by plaintiff; that he took charge of the corn crop and commenced harvesting it before it was in a proper condition; that the said defendant hath not given to him the one-third of all hay wheat oats corn buckwheat and potatoes promised in said agreement in writing, but on the contrary has held and still doth hold exclusive possession thereof although often requested to deliver said one-third to plaintiff; by all of which defendant hath broken said agreement in writing; whereby the plaintiff hath wholly lost the gains and profits resulting to him from said agreement and hath suffered damage to the amount of \$500.00 and is in other respects greatly injured and damnified.

Whereby said defendant hath become indebted to the plaintiff in the said sum of \$500.00 and for this also to wit: that heretofore, to wit: on the 6th day of August A.D. 1873 at the County aforesaid, the said defendant was indebted to the plaintiff in the sum of \$162.72 for divers goods, wares and merchandise, before that time, by the said plaintiff sold and delivered to the said defendant at his special instance and request the particulars of which one set forth in exhibit B

filed herewith; and also in the further sum of \$171.32 for the work and labor, care and diligence, and services of the said plaintiff by the said plaintiff before that time done, performed and bestowed in and about the business of the said defendant at his special instance and request; the particulars of which one set forth in exhibit C filed herewith; and also in the further sum of \$171.32 for money by the said plaintiff before that time lent and advanced to, and paid, laid out and expended for, the said defendant at his special instance and request; and also in the further sum of \$171.32 for other money by the said defendant before that time had and received to and for the use of the said plaintiff; and being so indebted the said defendant in consideration thereof afterwards, to wit: on the day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said plaintiff to pay to the said plaintiff the aforesaid several sums of money in this court mentioned, whenever he the said defendant should be thereto afterwards requested.

And for this, also, that the said defendant afterwards, to wit: on the day and year aforesaid, at the County aforesaid, accounted with the said plaintiff of and concerning divers other sums of money, by and from the said defendant to the said plaintiff before that time due and owing and then in arrear and unpaid and upon such accounting the said defendant was then and there found to be in arrear and indebted to the said plaintiff in the further sum of \$171.32 and being so indebted, the said defendant in consideration thereof, then and there undertook and faithfully promised the said plaintiff to pay to the plaintiff the said sum of money in this court mentioned whenever he the said defendant should be thereto afterwards requested.

Nevertheless, the said defendant not regarding his said several promises and undertakings, but intending and contriving to defraud and injure the plaintiff in this behalf, hath not as yet paid to the plaintiff the aforesaid several sums of money or any or either of them or any part thereof, although often requested so to do; but the said defendant to pay the same to the plaintiff hath hitherto wholly neglected and refused, and still neglect and refuse to the damage of the plaintiff \$500.00; and therefore the plaintiff brings this suit, &c.

George C. Round

P. Q.