

1887 - 10

Crumph, George H. - vs Heggenbarty, com. et al
et al

Creditors List -

Exhibits

Virginia

Pleas at the Court House of the County
of Nansemond before the Judge of
the County Court of said County, on
Friday the 14th day of March,
One thousand eight hundred and
seventy three

Be it remembered that heretofore to wit: on the
15th day of March 1871 came George H. Cornish
and sued out of the Clerks Office of Nansemond
County Court a subpoena in Chancery against Wm.
Urquhart and J. W. Urquhart Executors of Charles
F. Urquhart deceased; Thomas H. Urquhart, R. W.
Urquhart, Ro. Ridley, and his wife Lucy et,
and Charles T. and Leonidas R. Urquhart (the
last two infants) which subpoena with the
return thereon, is in the words and figures
following, to wit:-

The Commonwealth of Virginia,

To the Sheriff of Southampton County-Greeting:
You are hereby commanded to summon Wm.
Urquhart and J. W. Urquhart Executors of Charles
F. Urquhart deceased, Thomas H. Urquhart
R. W. Urquhart, Ro. Ridley and his wife Lucy et,
and Charles T. and Leonidas R. Urquhart (the
last two infants) to appear at the Clerks
office of our County Court for the County of
Nansemond, on the first Monday in April,

next 1871. being rule day, to answer a bill in Chancery exhibited against them by George H. Cornup, and unless they shall answer the said bill by the next rule day the Court will take said bill for confessed, and decree accordingly, And have then and there this writ. Witness Peter B. Prentiss Clerk of our said Court, at his office this 18th day of March 1871 and in the 95th year of the Commonwealth.

Peter B. Prentiss Clerk.

Return: Executed by delivering each of the within named defendants a copy of this summons,

W. W. Briggs Shff.

And at another day to wit: At Rules held in the Clerks Office of said Court on the 3rd day of April 1871 came the said George H. Cornup by his attorney and filed his bill against the said defendants, which bill is in the words and figures following:

Bill,

Virginia, to wit:

To the Honorable, Theodore S. Garnett Jr Judge of the County Court of Nansemond County, in Chancery sitting,

Complaining then unto the Court your complainant George H. Cornup of the County of Nansemond, Virginia,

Your complainant respectfully represents

to the Court and says, That on the 16th day of February 1867, he sold to Charles F. Wigham of Southampton County Virginia, a tract of land in Vansemond County aforesaid about one mile in a northwardly direction from the village of Cohuchatuck, containing two hundred and twenty acres more or less and bounded by the lands of George W Darden, the estate of Mrs Elizabeth Phillips, the Mount Arrarat farm and Geo. H. Lermup, (the grave yard being reserved) as will be seen by a duly certified copy of said deed filed herewith and asked to be taken as a part of this bill, and is marked "A,"

That the consideration for the payment of said land was, as is expressed in said deed, six thousand five hundred dollars, of which, four thousand five hundred dollars remained unpaid, and to secure which, the said George H. Lermup reserved a lien on said land, as will appear by reference to said deed, That the said sum of \$4500. was due and payable as follows: to wit: \$1500. on the 1st day of January 1868, the like sum of \$1500. due due the 1st of January 1869 and a like sum of \$1500. due on the 1st of January 1870 and evidenced by three several bonds and all carrying interest from the 1st day of January 1867 - duly certified copies of said bonds are filed herewith as

41

a part of this bill and marked "B"

The originals of said bonds being filed in a suit at law in the Circuit Court of Southampton County, brought by your complainants against W^m and J. W. Urquhart Executors of Charles T. Urquhart decd.,

Your complainant further says that the Charles T. Urquhart has departed this life, having first made and executed his last will and testament which was duly proved and ordered to be recorded in the County Court of Southampton on the 21st day of December 1868, and that W^m. and J. W. Urquhart, the executors therein named, duly qualified as such, as will appear by said will and order of Court - a duly certified copy of which is filed herewith and marked "C." and prayed to be taken as a part of this bill,

That the said Charles T. Urquhart, the testator aforesaid after disposing of all his other lands, as set forth in said will, says: "I give and devise all the residue of my land in the state of Virginia to my son A. B. Urquhart, and my daughters R. W. Urquhart and Lucy A. Urquhart to be equally divided between them".

That by this cause of said will, the real estate on which your complainant has a lien, is included by operation of law and by said will.

That by a codicil to said will, the testator says:
 "I give to my son Thomas H. Urquhart the tract
 " of land known as 'the Denson Farm' lying in
 " Kansemenet County purchased by me from
 " George H. Cornup provided he shall, within five
 " years from the first day of January 1867, pay
 " off and discharge the whole of the purchase money
 " which I have paid, and for which I am bound
 " to the said George H. Cornup, that is to say:
 " the sum of six thousand six hundred dollars,
 " But if the said Thomas H. Urquhart shall fail
 " to pay the said purchase money within the
 " time specified, then, and in that event, I desire
 " that the said tract of land to revert to my
 " estate and to be disposed of as directed in my
 " said last will and testament, - If he should
 " pay a portion of said purchase money and fail
 " to pay the whole in the time specified, I desire
 " that he shall have credit against my estate
 " for the amount so paid." That the lands here
 referred to, is the land on which said lien exists,

Your complainant says that he has nothing
 to do with the wishes of the said Charles T. Urquhart
 as to his disposition of said land, nor should the
 enforcement of his lien on said land be, in any
 manner, retarded, because of the family arrange-
 =ments made as to said land by said
 Testator,

Your complainant says that the entire sum of \$4500.00 as aforesaid and the interest due thereon, is yet due him, and unpaid, — that the said land under the testators will, will belong to Thomas H. Urganhart, upon his complying with the conditions therein, but should he fail to do so, that then the said land reverts to the estate of said testator, and be disposed of as directed in his will, — and in said will all the testators lands not otherwise disposed of (In Virginia) are devised to said A. B. Urganhart R. W. Urganhart and Lucy A. Urganhart, — and by a codicil to said will the testator says: "I give to the Children of my son A. B. Urganhart living at my death all the property of every kind what= ever that I have given and bequeathed in my said last will and testament to my son A. B. Urganhart, and should any of said Children die before arriving at the age of twenty one, it is my will that the portion of such Child shall be equally divided between the rest of said Children"

That the said Lucy A. Urganhart is now the wife of Robert Ridley, R. W. Urganhart single, and the children of A. B. Urganhart are Charles T. and Leonidas R., the last two infants,

Your complainant says that one now

occupies the said land, and that the same is going to waste rapidly, and prays that the same may be sold and the proceeds applied to satisfy your complainant's lien as aforesaid,

In consideration whereof, and as this Court has power to grant all adequate relief.— To the end, your complainant prays that W^m Warguhart and J. W. Warguhart Executors of Charles T. Warguhart deceased, Thomas H. Warguhart, Robert Ridley and Lucy et Ridley his wife, B. W. Warguhart, and Charles T. Warguhart and Leonidas B. Warguhart—the last two being infants—may be made defendants hereto and required to answer the allegations herein, and that as particularly as though here again repeated, and they thereto again interrogated; that the said land may be sold to satisfy the debts due to your complainant and secured by said lien, and that all other and further relief may be granted consistent with equity, and your complainant will &c,

George H. Corns

by John R. Kelly
his attorney,

The following is a copy of exhibit "A" filed with the foregoing bill,

Exhibit A.

This Deed, made this 16th day of February one thousand eight hundred and sixty seven, between George H. Crump of Vansemand County Virginia of the one part, and Charles F. Vreghart of Southampton County Virginia of the other part witnesseth that the said George H. Crump in consideration of the sum of six thousand five hundred dollars, paid and secured to be paid, does grant with general warranty unto the said Charles F. Vreghart and to his heirs and assigns a tract of land in Vansemand County aforesaid about one mile in a northwardly direction from the village of Chuckatuck, containing two hundred and thirty five acres more or less and bounded by the lands of George W. Darden the estate of Mrs. Elizabeth Phillips, the Mount Arrarat farm and George H. Crump, and is the same land purchased by the said George H. Crump of Richard H. B. Denson and wife on the 1st day of September 1866, less about thirty acres reserved, and not now sold, cut off from the main body of the land by a new line beginning at a pine tree, then running a north-westwardly direction to a poplar in a bottom then on to a white oak in the same line between this piece and the Webb land; and to which, is now added a small piece of about

1

9

fifteen acres belonging to the said George H
Lernup and not purchased by him of said
Denson, but of his father Genl Geo. C. Lernup,
and which lies on the South side of the road leading
to Isle of Wight Court house, nor is the grave yard
and burying ground now sold; but reserved
for the use of the family of said R H Denson
and his descendants and relatives, with the
privilege of ingress and egress thereto and
therefrom; so that the land now sold consists
of about two hundred and twenty acres, being
part of the land purchased by said Lernup, of
said Denson and fifteen acres added thereto as
above: making two hundred and thirty five
acres, more or less, together with all and singular
the privileges and appurtenances of the land now
sold, And the said George H Lernup covenants
that he has the right to sell and convey the
land above sold; that he has done no act to
encumber the same; that the grantee shall have
quiet possession thereof, and that all further
assurances thereof necessary and proper shall be
executed, And Whereas of the purchase money
the sum of four thousand five hundred
dollars remains unpaid, due as follows
To wit: fifteen hundred dollars due the 1st
of January 1868; the like sum due the 1st of
January 1869 and a like sum due the

the 1st day of January 1870, due by three several Bonds dated the 1st of January 1867 and carrying interest from the 1st of January 1867 (the date of the same) Therefore the said George H. Cornup, does hereby retain a lien on said land until the said deferred payments are fully paid and satisfied,

Witness the following signature and seal

Geo. H. Cornup seal

Virginia, Evansmond County to wit:-

I, L. Hall a Justice of the peace in and for said County and State of Virginia, do certify that George H. Cornup whose name is signed to the foregoing writing dated the 16th day of February 1867 has acknowledged the same before me in my said County, Given under my Hand this 16th day of February 1867

L. Hall J.P.

In the Clerk's Office of Evansmond County Court
the 11th day of March 1867

This deed was received: and with the certificate written thereon admitted to record (the requisite stamps \$6.50 having been affixed and cancelled,

Test: Peter B. Prentiss Clerk,

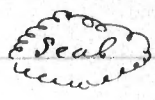
A Copy

Test: Peter B. Prentiss Clerk,

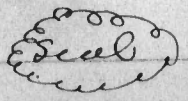
Exhibit B

The following are copies of three bonds filed in a suit at Law now pending in the Circuit Court of Southampton County, in which George H Cornum is plaintiff and the Executors of Charles F. Varguhart are defendants, to wit:

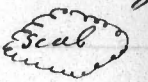
" \$1500. On the first day of January one thousand eight hundred and sixty eight with interest from the first day of January one thousand eight hundred and sixty seven, I promise to pay to George H Cornum or order the sum of fifteen hundred dollars for value received, to wit: being the first deferred payment on land, for the payment of which I bind myself my heirs, Ex^{rs} & ad^{rs} firmly by these presents, As witness my hand and seal this 1st day of January 1867

C. F. Varguhart 

\$1500. 00. On the first day of January one thousand eight hundred and sixty nine with interest from this day, I promise to pay to George H. Cornum or order the sum of fifteen hundred dollars, for value received, to wit: being the second deferred payment on land: for the payment of which I bind myself my heirs Ex^{rs} and ad^{rs} firmly by these presents, As witness my hand & seal this 1st day of January 1867

C. F. Varguhart 

\$1500. On the first day of January one thousand eight hundred and seventy, with interest from this day I promise to pay unto George St Crump or order the sum of fifteen hundred dollars for value received to wit: being the third and last deferred payment on land: for the payment of which I bind myself my heirs exors and admors, firmly by these presents, As witness my hand and seal this first day of January 1867

G. F. Urquhart 

Given under my hand as clerk of the said court this 20th day of January 1871

Oswin White. Ck.

Exhibit C.

I, C. F. Urquhart of the County of Southampton Virginia being of sound mind and memory, do make, ordain and publish this to be my last will and testament. — It is my will and desire that my Executors herein after named shall settle all my fiduciary transactions as soon after my decease as possible, knowing that delay in such matters will lead to confusion and loss. I give and devise to my wife Eliza B. Urquhart for and during her natural life, the mansion house in which I now reside, together with the garden thereto attached, such necessary out houses as she may require for the use of herself and servants and also a full supply of firewood to be obtained from the tract of land adjacent to the said dwelling house, which said tract of land is given and devised to my son Whitwell H. Urquhart as will be more particularly set forth and described. I give and devise to my wife for and during her natural, the tract of land lying in the County of Northampton North Carolina adjoining the farm known as "Occomeia" it being the same tract of land conveyed to me by Dr. W. Eppes by deed now of record in the Clerks Office of Northampton County North Carolina to which deed reference is hereby made for a more particular description.

I give and bequeath to my wife, for and during her natural life, the use of all my horses, mules, cattle, sheep, hogs and stock of every description — also all the plantation tools and implements remaining at the

time of my decease on the said plantation in North Carolina known as the "Occonica", I give and bequeath to my wife one years full supply of provisions for herself and all her hired servants in Virginia and North Carolina, her carriage horses, and the stock of horses, mules, cattle, sheep, hogs &c as herein before mentioned, I give and bequeath to my wife absolutely and for her sole use and benefit, my carriage horses, all my household and kitchen furniture of every kind and description whatsoever, I give and bequeath to my daughter M. A. H. Dillard wife of J. J. Dillard, the sum of three thousand five hundred dollars, the same to include the sum of five hundred dollars in full satisfaction and payment of the legacy left her by her grand mother Mrs R. Hill, I give and bequeath to my daughter M. L. Land ^{wife of A. L. Land}, the sum of three thousand five hundred dollars the same to include the sum of five hundred dollars in full satisfaction and payment of the legacy left her by her grand mother Mrs R. Hill, I give and devise to my two sons G. L. Urquhart and Murdoch M Urquhart to be held by them in joint tenancy eight hundred acres of land to be laid off by a competent surveyor as nearly as follows; Beginning at the point where the mill run branch empties into the Kottoway River thence along said Branch to the point at which the lease way branch empties into said mill run branch; thence along high water mark on the

Eastern side of said branch to its head, or to such
 other point above the same as that a line run from
 said point to the Kottaway River, parallel, or nearly so
 to the mill run branch will constitute the northern
 boundary, of said tract of eight hundred acres; the
 Kottaway River being the Western boundary of the same,
 I also give and bequeath to my son M. M. Urquhart
 my riding horse known by the name of "Bella", I give
 and devise to my son Whitnell H. Urquhart four
 hundred acres of land adjacent to the dwelling house
 and including the dwelling house out houses and
 garden given and devised to my wife for life but
 subject to her life estate in the same, which said
 tract of four hundred acres is bounded as follows:
 Beginning at the point where the causeway branch
 empties into the mill run branch thence along
 the dividing line between my land and the land
 of John W. Gurley, thence along the dividing line between
 my land and the land belonging to the estate of
 Charles Simmons, thence along the dividing line
 between my land and the land belonging to H.
 M. Butts and if necessary along the line of M.
 Arnold to a point ^{from} which a line run to the north-
 east corner of the tract given and devised to G. L.
 Urquhart and M. M. Urquhart will constitute the northern
 boundary of the said tract of four hundred acres, the
 line of G. L. Urquhart and M. M. Urquhart being
 the Western boundary of the same, I give and devise

all the residue of my land in the state of Virginia to my son A. B. Urquhart and my daughters R. W. Urquhart and Lucy A. Urquhart to be equally divided between them and in making said division I desire my executors to select three discreet and disinterested gentlemen of the County to assist them in the same. I direct my executors to pay to my sons A. B. Urquhart and G. L. Urquhart and to my daughter R. W. Urquhart each the sum of five hundred dollars in full satisfaction and payment of the legacy made to them by their grand mother Mrs R. Hill. I give and bequeath to my sons A. B. Urquhart, G. L. Urquhart M. M. Urquhart, and W. H. Urquhart and my daughters R. W. Urquhart and L. A. Urquhart to be equally divided between them, all my stock of horses, mules, cattle, sheep and hogs in the state of Virginia, except the Carriage horses given to my wife and the riding horse given to my son M. M. Urquhart unless it be necessary to sell the same in order to pay the legacies of five hundred dollars each made to my daughters M. A. H. Dillard, M. L. Land and R. W. Urquhart and my sons A. B. Urquhart and G. L. Urquhart by their grand mother Mrs R. Hill. I give and bequeath to my sons A. B. Urquhart, G. L. Urquhart, M. M. Urquhart and W. H. Urquhart, and my daughters R. W. Urquhart and L. A. Urquhart to be equally divided all the money arising from the sale of my perishable estate in Virginia that may remain after the payment of my debts and the legacies of three thousand dollars each, to

my daughters M. A. H. Dillard and M. L. Land herein before made, After the death of my wife I give and devise my tract of land in the state of North Carolina, purchased from D. W. Eppes to all my children to be equally divided between them; and also such stock of that given to my wife for life as may be remaining on the farm known as the "Occomicia" at the time of her decease to be equally divided between them, I give and bequeath to my son A. B. Urquhart all my Norfolk City scrip to be held in trust by him for the use and benefit, maintenance and support of my afflicted daughter Lavinia H. Urquhart, If she should intermarry and die leaving issue I give and bequeath the said Norfolk City scrip or the proceeds of the sale of it to her child or children, if there be more than one, to be equally divided between them, But in case she should die without leaving issue, I give and bequeath the said Norfolk city scrip or the proceeds of its sale to all my children to be equally divided between them, except in those cases, in this my last will and testament, in which it is provided that all my children shall share equally, it is not my intention to give to my sons T. H. Urquhart, Wm Urquhart, and J. W. Urquhart any of my estate nor to my daughters M. A. H. Dillard and M. L. Land any more than the thousand dollars each, over and above the sum of five hundred dollars each given in full satisfaction and ~~discharge~~^{payment} of the legacy made to them by Mrs. R. Hill as

herein before stated - in as much as I consider the
 bequest herein before mentioned to the use of my
 children not more than sufficient to make up an
 amount to each equal to the advancements already
 made to each of my three sons last mentioned, and to
 each of my daughters last mentioned, together with the
 above mentioned three thousand dollars, I hereby
 nominate and appoint my sons W^m Urquhart and A^W
 Urquhart to be ~~Executors~~ of this my last will and
 testament, with full power and authority to convey
 by deed any portion of my real estate as herein before
 directed, and it is my desire that they may be allowed
 to qualify without giving security as such, In Witness
 whereof I have hereunto set my hand and seal this 10th
 day of July in the year of our Lord one thousand
 Eight Hundred and sixty six

Signed sealed published  L. F. Urquhart seal
 and declared In the
 presence of

James E. Seabell.

R. Ridley.

A. P. Adkins

I, L. F. Urquhart of sound and disposing
 mind and memory do make this codicil to my
 last will and testament, that is to say, I give to
 my son Thomas H. Urquhart the tract of land known
 as the "Denson Farm" lying in Hanswound County
 purchased by me from Geo. H. Cornup, provided he
 shall.

shall, within five years from the 1st day of January 1867 pay off and discharge the whole of the purchase money which I have paid, and for which I am bound to the said George H. Lernup, that is to say: the sum of six thousand six hundred dollars. But if the said Thomas H. Urquhart shall fail to pay the said purchase money within the time specified, then and in that event I desire that the said tract of land to revert to my estate and to be disposed of as directed in my said last will and testament. If he should pay a portion of said purchase money and fail to pay the whole in the time specified, I desire that he shall have credit against my estate for the amount so paid. In testimony whereof I have hereunto set my hand and seal this 22nd day of February in the year 1867

In the presence of



L. T. Urquhart



B. Ridley

A. P. Adkins

I, L. T. Urquhart of sound and disposing mind and memory do make this second codicil to my last will and testament, that is to say: I give to the children of my son A. B. Urquhart living at my death all the property of every kind whatsoever that I have given and bequeathed in my said last will and testament to my son A. B. Urquhart, and should any of said children

die before arriving at the age of twenty one
it is my will and desire that the portion of
said child shall be equally divided between the
rest of said children. In testimony whereof I have
hereunto set my hand and seal this 24th day
of December 1867

In presence of



C. F. Wriggworth (Seal)

James E. Sebrell

Albert P. Adkins

At a monthly term of the County Court of
Southampton County on the 21st day of December 1868

This last will and testament of Charles F.
Wriggworth dec'd and two codicils annexed thereto
one bearing date 22^d day of February 1867 and the
other bearing date the 24th day of December 1867
were produced in Court, and the said will and the
Codicil bearing date the 24th day of December
1867 was proved by the oaths of James E. Sebrell
and A P Adkins subscribing witnesses thereto, and
the Codicil bearing date the 22^d day of February
1867 was proved by the oaths of R. Ridley and A
P Adkins the subscribing witnesses thereto and
ordered to be recorded as the last will and testament
and Codicils thereto, of Charles F. Wriggworth dec'd.

And on the motion of W^m Wriggworth and J W
Wriggworth the executors named in the said will
who made oath according to law and entered
into and acknowledged a bond in the penalty
of

21

of thirty thousand dollars conditioned according to law (the will directing no security to be required of them and the Court requiring none) which bond having a stamp of the Internal Revenue of the United States to the amount of one dollar affixed thereto and duly cancelled as ordered to be recorded, Certificate is granted the said Wm Urquhart and J. W Urquhart for obtaining a probat of the said will in due form, Stamps of the Internal Revenue of the United States to the amount of twelve dollars and fifty cents being affixed thereto and duly cancelled,

Teste GR Edwards C.C.

et Co. opy

Teste: Oswin White. C.C.

And at the same day to wit: at rules held in the Clerk's Office of the said Court on the 3^d day of April 1871.

The summons awarded in this cause having been returned executed as to the adult defendants and they failing to appear and plead, answer or demur to the bill of the plaintiffs, on the motion of the plaintiff it is ordered to be entered of record that the said bill will be taken for confessed as to the said adult defendants if they shall continue in default;

And on motion of the plaintiffs by their Counsel Peter B. Pontis is appointed guardian ad litem for the infant defendants Charles T. and Leonidas R. Urquhart, who thereupon filed their answer

to which there was a general replication whereupon this cause is set for hearing as to the said infant defendants,

The following is a copy of the answer of the infant defendants referred to, in the foregoing order.

The joint and separate answer of Charles J. and Leonidas B. Urquhart infants by P B Prentiss their guardian ad litem, to a bill in Chancery exhibited in Nassaumond County Court by George H. Crump against Charles J. Urquhart's Exors &c;

These respondents say, that being infants and ignorant of their rights in the premises cannot admit or deny the allegations in said bill and now submit their rights to the Court and pray that no decree or order may be made, inconsistent with the same, Signed, Peter B Prentiss for ad litem,

And at another day to wit: at Rules held in the Clerk's office of the said Court on the 1st day of May 1871.

The adult defendants not having appeared pleaded answered or demurred to the plaintiffs bill, the same was taken for confessed as to the said defendants,

And at another day to wit: At Rules held in the Clerk's office of the said Court on the 5th day of June 1871

This day the adult defendants filed their answer to the bill of the plaintiff, and the plaintiff replied generally thereto, and the cause was set for hearing as to the said adult defendants,

The following is a copy of the answer referred to, in the foregoing order.

These defendants now, and at all times hereafter reserving all manner of benefit and advantage to themselves of exceptions to the many errors and inaccuracies in said bill contained, for answer thereto, or unto so much, or such parts thereof as they are advised it is material for them to make answer unto, answering say:

It is true that on the 16th day of February 1867 the complaint sold to Charles F. Wrayhart of Southampton county Virginia a tract of land in Southampton transsmend County about one mile from the village of Chuchatuck containing 220 acres more or less, the boundaries of which are correctly set forth and described in said bill. It is true that the consideration for the payment of the said land was six thousand five hundred dollars, of which the sum of \$2000 was paid in cash, and the sum of \$4500 remained unpaid, to secure which, the said complainants reserved a lien on the said land as will be seen by reference to the said deed,

It is true that the sum of \$4500. was due and payable as is described in the said bill, to wit: \$1500 on the 1st day of January 1868; the like sum of \$1500 on the 1st day of January 1869, and the like sum of \$1500 on the 1st day of January 1870, for which said sums the said Charles F. Urquhart executed three several bonds all carrying interest from the 1st day of January 1867, which said bonds are now on file in a suit at law in the Circuit Court of Southampton, which suit was instituted by the Complainant against the defendants William Urquhart and J. W. Urquhart as Executors of Charles F. Urquhart deceased,

It is true that the said Charles F. Urquhart has departed this life, having first made and executed his last will and testament which has been duly proved and admitted to record in the County Court of Southampton County, and that the defendants W^m Urquhart and J. W. Urquhart the executors therein named have duly qualified as such. It is true that the said testator made and executed the two codicils to his said will referred to in the Complainant's bill and that the tract of land which he gave to the defendant Thomas H. Urquhart in one of the said codicils upon the conditions therein specified is the same tract of land conveyed by the said Complainant to the said Charles F. Urquhart and upon which a lien has been reserved as aforesaid.

It is true that the entire sum of \$4500 as aforesaid, with the interest due thereon remains unpaid, and that the said land under the testator will would belong to the defendant Thomas H. Urquhart on his complying with the conditions therein mentioned, but upon his failure to do so, the said land reverted to the estate of the said testator to be disposed of as directed in his said will,

These defendants further answering say that the 11th day of November 1870 the defendant Thomas H. Urquhart being entirely unable to pay for the said tract of land as provided for in the said will gave notice to the defendant J. W. Urquhart one of the executors as aforesaid, that he abandoned all claim to the said tract of land under the said will, and was willing that the same might be sold, That on the 28th day of November 1870 the complainant made an offer to the defendant J. W. Urquhart to take back the said tract of land and in consideration therefor to surrender the bonds of the said C. T. Urquhart which had been given for the unpaid purchase money as aforesaid, which offer made by the said complainant to the defendant J. W. Urquhart as Executor of C. T. Urquhart deceased, and with the consent and approbation of the said Thomas H. Urquhart, J. W. Urquhart Robert Ridley and Lucy A. Ridley his wife and A. B. Urquhart the father of the said Charles T. Urquhart and Leonidas R. Urquhart accepted,

These defendants say that they are now ready and willing to carry out the said Contract and agreement, and to execute a deed conveying the said tract of land to the said Complainant upon his surrendering the said bonds, and that in their opinion the said arrangement would be beneficial to the said infants.

These defendants are advised that it is competent for a Court of Equity to act for the said infants in the premises and that a Court of Equity will require the said Complainant to perform his contract and surrender the said bonds when a good and sufficient deed is executed conveying to him the said tract of land. They are advised that in view of the said agreement made and entered into as aforesaid the said Complainant is not entitled to have the said tract of land sold to satisfy the said debts secured by the said lien.

And having fully answered they pray to be hence discharged with their reasonable costs in this behalf expended.

W^m Urquhart and Jⁿ W Urquhart Exors
of G. H. Urquhart decd.

R. W. Urquhart

Robt Ridley and Lucy his wife

Thomas H. Urquhart,

The following are copies of depositions filed in this cause on the 10th June 1871.

The depositions of J. W. Urquhart, A B Urquhart and Samuel G. Webb, taken by consent of parties on this 30th day of May 1871 at the office of John R. Melby in Suffolk and Somerset County Va to be read as evidence for the defendants in a suit in Chancery pending in the County Court of said County, between George H. Corum plaintiff and Wm Urquhart and J W Urquhart Executors of Charles F. Urquhart dec'd defendants.

The said Joseph W Urquhart being duly sworn on the Holy Evangelists of Almighty God, deposes and says:

I am thirty six (36) years of age - reside in Southampton County Virginia. - am a farmer and Judge of the Court of the County of Southampton, I am one of the Executors of the Estate of my father, the late Charles F. Urquhart - my brother William Urquhart and myself both qualified, but I am, and have been the only acting Executor.

1st Question by John Goode Jr, Defendants' Counsel:

State if your Brother Thomas H Urquhart ever gave notice to you that he was willing to abandon all claim to the farm called the "Denson Farm" which was sold by George H. Corum to Charles F. Urquhart in his lifetime and given by the said Charles F. Urquhart upon certain terms and conditions?

Answer: He did by letter written from Chuchatuck to me on the 11th day of November 1870, I have not the letter with me at this moment - having left it at home, but will file it with this deposition and which will be marked (A)

2nd Question by Same:

After you received the said letter, did, or did you not, make any effort to dispose of said farm?

Answer: Not until I received a letter from George H. Cornump.

3^d Question by Same: When did you receive a letter from George H. Cornump on the subject of said farm.

Answer: I received a letter on the 9th day of December 1870 (a letter is here produced and shown the witness which letter is marked (B) and is the letter referred to in this answer & which is dated Nov 28, 1870) and is hereto annexed.

4th Question by Same: Did you answer the said letter, and if aye, when, and what did you state in reply?

Answer: I did immediately, having received the letter in the afternoon, I replied that night, having mailed the same in the Wakefield post office on the next morning. The substance of the reply was to accept Capt George H. Cornump's proposition. My impression is (though I will not state positively) that ^{I state as} it met with the approbation of all parties concerned & that I would go to Norfolk & fix up and prepare the papers,

5th Question by same: When did you next hear from Capt George H. Crump on the subject,

Answer: I received the next letter from him on the 17th day of December 1870 (a letter is here produced marked ("C") and is the letter referred to in this answer, & is dated the 7th day of December 1870 and is hereto annexed,

6th Question by same:

Did Capt George H. Crump comply with the offer which he made and which you accepted?

Answer: He did not, nor has he complied up to this time,

7th Question by same:

Why did you accept the offer which he made to you?

Answer: I had several reasons for accepting it—first I was urged to do so by all my brothers and sisters interested in the matter—All of them having given the entire management of the matter up to me,—When I received the letter making the offer, my sisters R. W. Urquhart and Ro. Ridley the husband of my sister Lucy were present and handed me a letter from my brother A B Urquhart dated 29 Nov 1870 urging me to accept Capt Crump's proposition, I had received a letter from my brother Thos H. Urquhart about the same date 11th November 1870 in which he gave his consent, Another reason was I felt assured that unless the debt due Capt Geo H Crump was paid

in that way that that debt together with the other debts of the estate the entire personal property ~~as~~ assets would be more than consumed and the debt of said Crump would be a charge upon the real estate in the County of Southampton, 8th. Question by same:

Did you consider the acceptance of Capt Crump's proposition a beneficial arrangement for the interests of R. W. Urquhart, R. Ridley and wife and the infant Children of R B Urquhart, and if so why?

Answer: I did (considering that it was the best arrangement that could be possibly made for their benefit), Because if Crump's debt were not satisfied in that way the real estate in Southampton as above stated must needs be sold to pay the same, and which under the will is the only property of the estate of the said Charles F. Urquhart dec'd on which the said R W Urquhart, R. Ridley wife, and the Children of R B Urquhart had an interest, I mean to state that the only property which they had in Virginia was some real estate in Southampton which would have to be sold to satisfy said Crump's debt if the same were not satisfied in this way, I had the personal estate in hand when I received Crump's proposition, and, supposing that the bargain had been closed between us, paid it out to the other Creditors leaving in my hands a balance of \$1700. Having disposed of all the personal assets in paying the other Creditors

if the lien of Crump should be enforced and there should be a deficiency from the proceeds of the sale of said land in paying Crump's debt the other real estate would have to be sold
9th Question by same;

Was Thomas H. Verghart able to take this land under the terms and conditions contained in the will?

Answer: No— He has been adjudged a bankrupt and had not even paid the taxes on the land: he having no other interest in any other property in said estate in Virginia; he had a very small interest in the estate in property in North Carolina,
10th Question by same,

If Capt Crump's lien should be enforced by a sale of the land at public auction, what would, in your opinion, be the result: and would the land bring its value or not,

Answer: I have no personal knowledge of the land: but Judging from the reports of sales of real estate in the neighborhood, I should say not — I mean to say that from the reports of sales made under decrees of courts, that said land would not bring its value.

11th Question by same:

Would the land, if sold at public auction, on the usual terms under decrees of courts in your opinion, bring enough to satisfy Capt Crump's debt?

Answer: No Sir: My opinion, being based upon the statement above, and further - upon representations made to me by Capt Linnup and from my Brother A B Wigham verbally and by letter as to the condition of the farm
12th Question by same:

Are you now ready and willing, so far as you are concerned, to execute the contract made with Capt. Linnup, and reconvey the land upon the surrender of the bonds?

Answer: I am Sir,

13th Question by Same:

Are Thomas H Wigham, & W. Wigham, Re. Ridley and wife ready and willing to do the same?

Answer: They are, and have requested me repeatedly to do all in my power to carry out the contract,

14th Question by same:

If the contract be not carried out would the interest of the infant children of A B Wigham be prejudiced or not?

Answer: I think their interests would be prejudiced for the reasons heretofore given,

Cross examined by John R. Kilby plaintiffs Attorney

1st Question:

you have stated in your foregoing deposition that the acceptance of said Linnup's proposition of the 28th November last met with the
34 approbation

approbation of all the parties: Do you mean to say that the infant Children of J B Wryghast-sanction the arrangement?

Answer: Yes - through their father but in no other way.

2nd Question:

You have stated above that Cornup's letter of the 7th December 1870 withdrawing his offer made in his letter of the 28th November preceding was not received by you was not received by you until the 17 December 1870: state the reason if you can, why it was not sooner received?

Answer: I suppose on account of my absence from home - having left home on the 14th or 15th of December 1870 and returned on the evening of the 17th December 1870.

3rd Question:

What is your post office?

Answer: My regular post office is Farmer's Grove Southampton County Virginia, about five (5) miles from my residence - the mail arriving at that office four times a week - twice on Thursdays going and returning from Petersburg to Jerusalem and the same on Saturdays.

4th Question:

Did you reply to Cornup's letter of the 7th December 1870, and if so, when?

Answer: I did not reply to that particular letter: But in a letter from me to said Cornup

on the 2nd day of July 1871 in reply to another letter received by me from said Crump I acknowledged the receipt of his letters of recent date, intending by that a reference to said Crump's letter of the 7th December 1870 and the one thereafter received, calling my attention to it.

5th Question:

You have said that you received said Crump's letter of the 7th December 1870 on the 1st December 1870:— Why was it, that you did not acknowledge the receipt of the letter of Capt Crump of the 7th December 1870?

Answer: Because I considered the bargain closed and did not deem it necessary to reply thereto.

6th Question:

Were you authorized by the will of your father Charles F. Verguhart, the owner of the land in question to sell and convey the same?

Answer: I do not now consider that the will gives me any such authority: At the time of the correspondence with Capt Crump I was under the impression that I had such authority, although I had some doubt— but felt that a proper title would be made to Capt Crump; considering the bargain made I went to Norfolk and had a deed prepared for said land to Crump executed by J. W. Verguhart and W^m Verguhart Executors, and Thos H Verguhart surr: which I considered at the time sufficient, intending if it

became necessary to obtain the signatures of others and thereby make a full and complete title, I cannot state at what particular date the said deed was executed, but am certain that it was executed after the 1st January 1871, and by some, not until the months of March or April. After suit brought by Lumm in Southampton about 1 February 1871 on the bonds, I put myself to no further trouble about the deed.

7th Question:

In what character did you undertake to contract with the said Lumm for the sale of the said land?

Answer: I undertook to contract both as Executor and at the request of those interested,

8th Question:

Had you any authority, and if so what from the devisees of your father Charles F. Wragham, to sell the land referred to?

Answer: I had no authority beyond their verbal request: they being under the impression that I had full power to sell. The adult devisees and the father of the infant devisees gave me full power and authority, verbally, to do, whatever was necessary to carry out the contract, pay the debt and convey the land.

9th Question:

When did you finish paying out the assets in your hands, to the creditors of your father?

Answer: On the 16th January 1871, Subsequently

I paid the taxes on the land in question
10th. Question:

What amount of debts of your father had you paid, up to the 9th day of December 1870?

Answer: I cannot remember, but refer to my settlements recorded in Southampton, which I make as a part of this answer. Copies of which are herewith filed.

11th. Question What amount of debts of your father Le T. Urquhart have you paid since 17 December 1870?

Answer: I do not remember, but refer you, but refer you to my settlement up to 16th Jan'y 1871 and which is recorded, which I adopt as a part of this answer.

12th. Question:

Did you not write the said Lomump a short time before the 9th day of December 1870 that you had no money and no expectation of getting any from the estate of said Le T. Urquhart with which to pay said Lomump's debt

Answer: I did, in a letter to said Lomump of the 23 November 1870 state that I could not pay you anything until I had collected the bonds due the estate and prepared for a distribution of the assets, and that "if you insist on your bonds being paid out of the personal property, over which alone I, as Executor have any control the whole must be thrown into the hands of a Commissioner and the

Capt. Crump said to me, to avoid future trouble that he would take back the farm and surrender the bonds, I said to him that - if I had authority I would close at once, but I considered that I had no authority: it was fully impressed on my mind that my brother J. W. Urquhart had ample authority to accept the offer: Capt Crump then requested me to write immediately to my brother and inform him of the offer, which I did, All of which is the conversation as I now recollect it.

Question:

In your letter communicating Capt Crump's offer to your brother J. W. Urquhart did you advise him to accept the same?

Answer: I did Sir, Emphatically! and for the reason that I thought it for the interest of my children

Question:

Why did you think that it was for the interest of your children?

Answer: Because I did not think that if the farm were set up, under the hammer, that it would sell for enough to satisfy said Crump's debt, and I thought that that would be result unless disposed of at private sale, And if it should not sell for enough to satisfy said debt, the only property my children had in the world would have to be sold to make up the deficiency - and necessarily at a great sacrifice for the reason that there were no houses on the land belonging to them which would

be sold, And I also supposed that Capt Lemp could so work the farm, as to make better for him than to have his lien there on enforced.

Question:

Would the interest of your Children, in your opinion, be prejudiced, by the failure to execute the contract referred to?

Answer: I think that it would.

Question:

As their father and natural guardian looking to their interest, do you wish said contract carried out?

Answer: I do, or I never would have advised it.

Question:

Do you know whether it is the wish of Thomas H. Warguhart, R. W. Warguhart and Ro. Ridley and wife that said contract should be carried out? and whether or not they are willing to join in a deed conveying a title to said land?

(Excepted to by plaintiff's attorney because it seeks to prove a fact by hear say testimony)

Answer: I have heard them so express themselves.

Question: Are you well acquainted with the farm in question?

Answer: - I lived near it for two years and have been on it frequently.

Question:

If sold at public auction upon the terms usually required by decrees, what would it, in your opinion

Answer: I did - and here produce the same marked ("E") and adopt it as a part of my answer, And further this Deponent swith Mot.

(Signed) J. W. Urquhart,

A. B. Urquhart being duly sworn, deposes and says as is set forth below.

1st Question:

State if you are the A. B. Urquhart referred to in the will of the late Lehas. T. Urquhart of Southampton County Virginia?

Answer: I am.

2nd Question.

State if you ever had any conversation with Capt. George H. Lornump about his taking back the farm known as the "Denson Farm" sold by him to your father, said Le. T. Urquhart, and if so, when said conversation occurred and all that was said as near as you can recollect?

Answer: I had a conversation with Capt Lornump on the 28th November 1870, I think he came and suggested to me that we would ride over the farm with a view to offering it for sale - we having been requested by J. W. Urquhart to make a sale of the same if we could, and for at least enough to satisfy his (Lornump's) debt. During our ride over the farm we agreed that it was in bad condition to present to a stranger with a view to its sale, On our return

opinion, bring its fair value at this time?

Answer: I do not think it would, for the reason that I have been trying to sell the farm adjoining & there seems to be no demand for land in that neighborhood,

Question:

Do you think it would bring enough at public auction on those terms to satisfy Leapt Cornump's bonds with their accrued interest?

Answer: I do not think it would—judging from my efforts to sell my own place adjoining,

Question:

Do you know anything of Thomas H. Urquhart's ability to take this land upon the terms and conditions of the will of his father C. F. Urquhart?

Answer:—I know that he is totally unable to do so,

Cross examined by John R. Kilby, Plaintiffs Counsel,
Question:

What do you consider to be the fair value of the land on the 28th day of November last (1870) if then sold on a reasonable credit?

Answer: I consider that it was worth as much at that time as when my father C. F. Urquhart bought it,

Question: In the proposed sale to said Cornump was the price which he was to give for its land equal to its cost and how much?

Answer: I suppose it was equal to cash and the amount would have been \$4500. with interest from the 1st day of January 1867 to 28th Nov 1870
Question:

Do you know whether a gentleman named Alfred Leigh for himself or some one else offered to purchase the farm in question, and if so, at what price?

Answer: I know nothing of the matter of my own knowledge?

And further this deponent saith not

(Signed)

A. B. Urquhart.

Samuel G. Webb being duly sworn deposes and says as follows:

Question: State if you ever had any conversation with Capt George H Cornump about his taking back the farm known as the "Densen Farm" sold by him to E. F. Urquhart in his life time, and if so, when that conversation took place, and all that occurred there at?

Answer: I had a conversation with Capt Cornump sometime in 1870. in the early fall of that year, - he told me that he had a letter in his possession from E. F. Urquhart which gave him and A. B. Urquhart authority to sell said farm, and urged me to get my son to buy said Farm,

Question:

Did you ever hear Capt Crump say that he had made an offer to J. W. Wryghart to take back the farm and surrender the bonds or words to that effect?

Answer: I heard him say that he, in company, with A. B. Wryghart rode over the farm, and in order to avoid all difficulty, that he would surrender the bonds and take the farm back, as it was, on the 1st day of January 1870.

Question:

Did he say that he said that to A B Wryghart, or that he had written to J W Wryghart?

Answer: I think that he said it to A B Wryghart,

Question:

Did he say any thing about his having made a proposition to J. W. Wryghart in writing that he would take back the farm and surrender the bonds?

Answer: I think he said he asked A B Wryghart to write to his brother J. W. Wryghart and that he would also write him,

Question Did you ever hear Capt Crump say that he had written to J. W. Wryghart?

Answer: I heard him say that he had written to him,

Question: Are you well acquainted with the farm in question?

Answer: I live in sight of it, and am cultivating a portion of it this year.

Question:

Who put you in possession thereof?

Answer: No one,

Question,

Did you apply to any one, and to whom?

Answer: I applied to J. W. Urquhart & Capt. Linnup,

Question:

When did you apply to Capt. Linnup?

Answer: I cannot say exactly.

Question:

What did Capt. Linnup say when you applied to him?

Answer: He said that he had nothing to do with the farm, having no control over it.

Question:

Did you tell him that you intended to cultivate it this year?

Answer: No Sir: I did not,

Question:

How far does Capt. Linnup live from the farm?

Answer: A mile and a quarter I suppose,

Question:

Has he seen you cultivating it this year?

Answer: If he has, I do not know it, do not think that he has been on it since Dr. Urquhart left it,

Question: How far does J. W. Urganhart live from the farm?

Answer: I do not know, as Mrs W Urganhart resides in Southampton County.

Question: If the tract of land should be exposed to sale at public auction upon the usual terms under decrees of Courts, would it, in your opinion bring its fair value at this time?

Answer: My opinion is, that whatever it would bring under the hammer, is its value.

Question: Do you think it would bring \$500 under the hammer if sold on these terms?

Answer: It would depend on the bidder's fancy, I have no opinion on the subject, do not know what it would bring.

Cross Examined by John R. Tulby, Plaintiff's attorney.

Question:- Do you know at what time J. H. Urganhart removed from the said farm, and what disposition he made of the keys: whether he sold the manure or any part of it, and for what price?

Answer: That J. H. Urganhart removed from the farm on or about the 11th day of January 1871. He delivered the keys to Mr Robert Leifer who lived on the farm adjoining of Mr A B Urganhart, the said J. H. Urganhart told me that he had sold the manure to Mr Robert Leifer, do not know what he sold the manure for, but he said he sold the manure and a

pair of cart wheels for twenty (20) dollars

Question: Do you know whether the said
T H Urquhart was fully settled in his purpose
to leave said farm as early as the 11th day
of November 1870?

Answer: I have heard him say both before
and after that date that he would leave and that
he would not leave, my opinion was that he
would leave.

Question: - Were the promises in question in as
good order on the 1st day of January 1871 as
they were on the 1st day of January 1870?

Answer: No Sir. they were not.

And further this deponent saith not.

(Signed)

Sam^l G. Webb

George H. Crump being duly sworn, deposes and
says as follows: (taken by consent)

1st Question by John R. Tilby plaintiff's attorney:

How old are you? and are you a party to the
foregoing suit - and will you state all the facts
and circumstances connected with the sale by
you to G. H. Urquhart of the farm named in
the proceedings: also all the circumstances and
facts relative to any supposed sale of said
farm to you by J H Urquhart and all
the facts connected therewith?

Answer: I am fifty three years of age

and am the plaintiff in the foregoing suit,
 I sold the farm in question to L. J. Warguhart
 for \$6500 as stated in the proceedings and
 reserved for the deferred payments amounting
 to \$4500 as also stated in said: That the said
 L. J. Warguhart put his son, S. Thomas H
 Warguhart in possession thereof and remained on
 the farm until after the 6th day of January 1871.

In a letter from Major J. W. Warguhart dated
 Jan'y 27. 1870 in reply to mine of 1st Jan'y 1870
 urging payment to a part of my claim he says:
 "I have no funds belonging to the estate of
 L. J. Warguhart, If you think your object will
 be attained by resorting to a suit, I can simply
 say, proceed, I shall distribute and administer the
 assets as soon as they have been collected, At
 the same time shall do all in my power to sell
~~from~~ Pro. Tom. the farm purchased of you"

In a letter from same dated Nov 23. 1870 in
 reply to mine again urging payment of some
 money on my claim he says: "I cannot pay
 you any thing until I have collected the bonds
 due the estate and prepared for a distribution
 of the assets. If you insist on your bonds being
 paid out of the personal property or, the whole
 estate must be thrown into the hands of a
 commissioner, the pro. rata value of your bonds
 ascertained and payment made accordingly,
 could you not with the assistance of my

brothers in your vicinity make sale of the "Denson Farm" so as to give you cash enough to meet your immediate demands, with bonds for the deferred payments, just such as you like?

Under this authority I had an interview with said brothers A. B. and Thos H. Urquhart: fixed upon a price for the farm and made some enquiry for a purchaser or, but without success,

On or about the 28th of Nov 1870 I invited Mr A. B. Urquhart to ride over the farm with me—, that I had heard it was in very bad condition and we certainly found it so, Just before leaving the farm I proposed to A. B. Urquhart (as well as my memory serves me) that to save further trouble and difficulties in the way of a settlement, I believed I would take back the farm for the debt due me from his fathers estate, and that he might write to his Bro. J. W. Urquhart to that effect, and that I would do so, likewise,

I did write on that same day in substance and language as nearly as recollected, as follows:

Chickadee Nov. 28. 1870

May J. W. Urquhart

Dr Sir

In riding over the Denson Farm today in company with Mr Hark Urquhart, I found it presenting a most unpleasing appearance and not likely to attract the eye of a stranger wishing to purchase such property: evertheless to put an end to further

further trouble on my account, I propose to take back the farm as it stands in exchange for my bonds on the 1st January next, amounting to \$5380.00

In making you this offer I will say that I am not prompted by any present or remote prospect of selling the farm from any source, Please answer in receipt of this, Most respectfully &c

Geo. H. Lemp

No such thought had ever occurred to my mind to make such a proposition until the hour in which it was made, and I do, most seriously, aver that I was induced to do so, solely on account of the delay and difficulties that seemed to stand in the way of a full and final settlement of my claim (of which I seemed to have very confused as well as erroneous impressions): for years had rolled by and not one dime of, even, interest had been paid, and I knew not where the end would be. On this matter I reflected — came to the conclusion that I had done myself injustice and repaired to the post office the following morning to intercept my letter, but found it gone. My next resolve was to ride to the home of Major J. W. Urquhart in due time to retract my offer, but several days of indisposition prevented until on the 8th of December I rode to Suffolk to mail a letter there, upon calling upon my personal friend H. D. Cooper and reciting the particulars of my transactions with Major Urquhart and my desire to retract, could I do so, without incurring the risk of

detraction: he could see no reason why, if I did not want the farm, why I should hesitate to say so, and to write to that effect at once, I then rewrote a letter written on the 7th: with slight alteration and asked him if it would do - he replied in the affirmative, and addressed the letter for me to Maj J. W. Urquhart, Farmers' Grove, Southampton Co. Va and I mailed it in time for the upper mail of that morning,

The letter was as follows:—

Maj J. W. Urquhart.

Sir: On the 28th Nov. I wrote to you proposing to take back the "Denson Farm" for the debt due me for the estate of L. J. Urquhart, I had no sooner done so, than repented, and actually called at the P. Office to stop the letter but too late, I made you the offering without due consideration and reflection, and find that it might subject me to very great inconvenience, so I now formally withdraw the proposition, and as no one has been put to inconvenience on account of it, I hope it will make no difference with you, and especially that you will not consider such conduct as trifling

Most respectfully

G. H. Loring

On, or about the 15th day of December 1870 I received a letter from Maj Urquhart dated

the ninth day of December 1870 acknowledging the receipt of mine of the 28th Nov^r, to which he hastens to reply saying that my proposition will be acceded to, by all parties interested, and that he would have all the papers &c in readiness by the 1st Jan'y 1871. On the 24th December 1870, I received a letter from J W Urquhart saying that the deed is all ready, and only awaits the signatures of Dr Tho Urquhart and wife - Consider the property your own^r, will send you deed as soon as the parties get together. I replied on the same day (24 Dec^r) calling his attention to the fact that he had favored me with 2 letters. (one dated 9th & the other 19th Dec^r) since the date of mine of 7th Dec^r mailed in Sappolen on the 8th Dec^r withdrawing my offer for the farm made on 28th Nov^r and that I should mail him two letters this this day, one addressed to Farmers Grove and the other to Wakefield, both of which seemed to be his post offices. On or about the 9th of January 1871 I received a letter from Maj^r Urquhart dated 2^d January 1871 in which he says: your letters of recent date are before me, and in reply, I considered the arrangement between us as completed by my first letter. He did not feel at liberty to retire from the bargain &c. The deed was prepared awaiting the signatures of Dr Tho Urquhart and

and wife when he should send me the deed prepared for recordation re, Dr Urganhart was then at his house and home in Stansbourn Co and remained occupant thereof until the 6th January 1871,

On leaving he did not see me or send me a message that I ever received, and I did not know of his absence from home until 3 days after he was gone. On the 17 January 1871 Mr Cooper next neighbor to Dr Urganhart said to me that the Dr had left the keys with him and requested him to give them to me if I would have them, if not, to keep them until somebody else called for them, and that he had forgotten sooner to let me know. To his letter of the 2nd Jan'y 1871 I replied to Major Urganhart in substance: you need not send me a deed for the "Denson Farm",— upon withdrawing my offer to take it back I did so without any expectation or intention of changing my purpose. The only course left me indicated by the terms of your letter, seems to be, to enforce the payment of my bonds, which I shall at once proceed to do. To this letter I received May Urganhart's reply dated January 17th, 1871 in which he explained that up to the time when my offer was made "he had no ~~more~~ control whatever that property and had, of course, no more authority to sell than the King of England" That the property

was Dr Urquhart's by a compliance with the terms of his father's will, But that his control of the farm began only at the time when I made the offer to A. B. Urquhart, and by letter to him dated 28th Nov 1870, that his power to sell had its birth just when I made him the offer which he accepted &c, My reply to this letter may not be required in this Deposition if so, I have a copy,

No deed has been tendered: Dr Urquhart occupied the premises up to the 6th January 1871 and on leaving, offered me no possession—Sold the manure from the premises, while my offering was, to take the place as it then stood to be delivered on 1st Jan'y, The farm was to all intents his own, when he left it, and could have sold it to any purchaser who would have paid enough to reimburse the estate of his father, or he might have with held title to my own purchase, at any time between the date of my offer and that of his conveying his own & wife's right to the Executors of Cth Urquhart which must have been as late as about the middle of January 1871, The letters referred to in my aforesaid deposition are filed herewith.

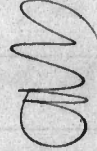
(signed) Geo. W. Lermup

The following is a copy of the letter marked "A" referred to in the foregoing deposition of Joseph W. Urquhart,

Cluckaluck 7th Nov 11th 1870

My Dear Soc.

Since Hack returned from Sr ampton I have endeavored to to prepare for a residence for next year. If G. H. Corrup sells the Denson farm can I get the Spring Hill or Gillett farm. Since Hack has ~~been~~ here I have surrendered the sale of the D. Farm to him and Capt Corrup. Now for, if you think it best for me and my family, rent the Gillett farm for me and I will pay for it in practice, but if you think I had better stay here, let me know at once,

Let me hear from  Yours Truly
you as soon as possible  F. H. Urquhart

The following is a copy of the letter referred to, in the foregoing deposition of J. W. Urquhart, and marked 'B'

May. Soc Urquhart

Dr Sir.

Yours 23^d was recd yesterday, Mr A. B. Urquhart and myself took a ride over the farm to day; and really it wears such an unpleasant appearance that it would be a difficult matter to make a stranger believe that good land is worth having. However, to put an end to all further trouble on my account

account, I made to him, and to you through him (he will write to you by this mail) the following proposition: we are offering the farm for \$6000, but if there is any immediate or remote expectation of selling, I know it not. My offering is to take back the farm, as it is, and relinquish the bonds amounting on the first Jan'y next \$5580.

Please let me know if this meets your sanction.

Very truly yours

Nov 28. 1870

Geo. H. Crenshaw

The following is a copy of the letter referred to in the foregoing letter of deposition of J W Wriggins and marked "C"

Chenatchuck Va Dec 7th 1870

Maj Joe Wriggins,

Sir

Some 8 days ago, I wrote you, proposing to take back the Denson Farm and relinquish my bonds. I had no sooner done so, than repented, and called at the post office just too late to take out the letter I had written you. The proposition was made without due consideration, and I feel that I might inconvenience myself in settlement of my father's estate first of Jan'y next. Please therefore, consider my offer as withdrawn and I hope it will make no difference with you, - and especially that you will not consider such conduct in me trifling

I shall use my best efforts to assist Mr
A.B. Warguhart to make a sale of the farm,

Most respectfully

Geo. H. Crump.

The following are copies of the settlements
referred to in the foregoing deposition of J.W.
Warguhart,

The Estate of Charles F. Warguhart dec'd.

In Account with Joseph W. Warguhart Exor.

1869						
Jan'y	14	By cash for sale 3 bales cotton $\frac{1}{4}$ wt			32	40
	18	" H.P. Pope \$25.06. Stephenson \$41.41			64	47
	30	" Sale 12 bush' pea nuts @ 1.80			21	60
	"	" Lot " W.H. W.			65	00
Feb'y	15	" J. D. Pritlow Exor			20	00
	16	" Sale of cotton			295	68
	28	" Thos Simmons			2	88
	"	" John Goodie Comm ^r			640	67
March	1	" 1 Bales Corn			20	00
	15	" E. Bradshaw			4	00
	"	" Sale of buggy			125	00
	19	" W. A. Blow			14	30
	22	" 1 Bull 10. Harney 5-			15	00
Apr	1	" Sale 6 bags peanuts			24	39
	6	" Sale 13 bags peanuts			108	90
	17	" Sale of Certificates			343	27
						56

	20	By Cash for Supplies to Mr. M. O. W. H. &	\$170 00	
May	10	" Int on City Claim	85-	
	17	" Shields & Freeman	15 61	
July	8	" Est. A. B. Urquhart	8 42	
	19	" Alfred Stephenson	25 05-	
May	16	" Mrs Womble	38 25-	
	24	" Hal Blair	37 02	
Dec	1	" Lavin & Wells	40 34	
	13	" Tom Ridley	4 94	
	20	" L B Wells	25 46	
	"	" E Bradshaw	2 00	
	25	" Wm Urquhart	2 00	
	"	" Cash for 10,000 lbs fodder	75 00	
	"	" Lot Shucks	30 00	
	"	" Hire of 8000 mules 12 months	105 00	
	31	" Hire of 10 Mules 10 months	125 00	
Amount carried forward			\$2499 68	
Amount brot forward			\$2499 68	
1869	Dec 31	By Cash for sales at Charles Hope	264 90	
	"	" " " For sales in N. C.	35 05-	
	"	" " 12 Lbs bacon 2.62, 50 lbs Corn \$30.00	32 64	
1869		To commissions on \$2832, 27	141 41	
	July 1	To Cash balance from 1868	23. 65-	
	14	" Cash paid Taylor & Martin & Co	3 50	
	30	" " Paid expenses to Petersburg	7 00	
July	13	" " " " " N. C.	7 00	
	13	" Cash paid Paim & Brille	193 38	

	15	To	Cash paid for stamps on Exors bond	\$ 13 50	
	16	"	" " " G. W. McLaughlin & Co	25 42	
	17	"	" " " Jefe Hughes	2 00	
	"	"	" " " Julia Jones (1 cart)	21 00	
	"	"	" " " 200 lbs bacon (at 13 m)	35 45	
	"	"	" " " Expenses to et le	10 00	
	27	"	" " " Sawyers	28 88	
Mar	1	"	" " " W. H. Urquhart	148 00	
	15	"	" " " Auctioneer	2 50	
	17	"	" " " Expenses to Petersburg	3 50	
Apr	1	"	" " " 79 lbs lard @ 25	19 75	
May	3	"	" " " P. P. Prentiss	2 25	
	10	"	" " " Taxes	166 24	
	"	"	" " " Marks & Harrison	58 90	
	17	"	" " " Looks in suit v Linn & Wells	85	
	20	"	" " " Faulkner for shoes	2 75	
June	14	"	" " " Nelson & Leary	5 11	
	28	"	" " " Peebles & Peebles	5 00	
July	20	"	" " " Leicere Boykin	1 70	
Aug	16	"	" " " Revenue tax for 1868	120 30	
	"	"	" " " Geo Goodie fee	3 82	
Nov	2	"	" " " Leicere Boykin	1 30	
	13	"	" " " A. R. Adam (Judge)	13 00	
Dec	16	"	" " " Varpoet Journal	2 50	
	"	"	" " " Julia Jones	7 00	
	"	"	" " " Hal 3.75 & Chishu 3.50	7 25	

Amount Carried forward
58

\$1318 11

1869.		Amount Brought Forward.	\$13 18 11		
Dec	15	To paid Auction \$75. Clerk 15-	90	00	
	20	" S. B. Wells	102	12	
	29	" " J. Long	139	52	
	"	" " Bennett	35	89	
	"	" " Expenses to N Carolina	5	20	
	31	" " Henry W Butts (bond)	120	13	
	31	" " Henry W Butts (bond)	282	74	
	"	" " Clerk's fee for recording			
		This account retained	5	00	
1869	"	" " Commisiveness fee for this			
		account & Copy retained	12	00	
		Balance	721	56	
			\$2832 27	2832 27	
Dec	31	By balance due the Estate brot down			
		with Interest from this date			\$721 56

Respectfully Submitted by

Oswin White Commisiveness

Souhampton County, In the Clerk's Office April 4th 1870

This account of Joseph W Wargueant's executerial proceedings on the estate of Charles F Wargueant was returned and filed for exceptions; And at a Court held for said County on the 16th day of May 1870 the said account having come on for month and no exceptions being filed thereon was examined confirmed and ordered to be recorded.

Teste, Oswin White C. C.

at Court

Teste Oswin White C. C.

The Estate of C. F. Urquhart

In Account with J. W. Urquhart his Exor,

1870

Jan	1	By	Cash balance from last report			\$721	56
	4	To	" paid Peter Harris	\$73	53		
	6	"	" " Samuel Williams	31	47		
	6	"	" " John Branch	4	00		
	6	"	" " John Jones	13	75		
	6	By	" from Robt Hood			10	25
	8	To	" paid Ed. Richmond Whig	5	00		
	17	"	" " H. T. Grant	30	57		
	20	"	" " T. S. Brown	7	30		
	"	"	" " W. W. Hood	185	00		
	24	"	" " George Devore	53	57		
	"	"	" " Stephen Sheppard	11	06		
	"	"	" " Bibanna Parker	14	78		
	"	"	" " Anderson Edwards	62	71		
	"	"	" " Edwin Leathorp	11	69		
	"	"	" " Henry Gwaltney	5	89		
	25	"	" " W. W. Cobbs fee	10	00		
Feb	12	"	" " — Bakers "	25	00		
	19	By	" from et L Land			60	00
	"	To	" paid A. L. Land	111	79		
	25	"	" " Kemmerly's apiece	80	00		
Mar	14	"	" " J. B. Urquhart	13	10		
	"	"	" " Moses Mason	3	00		
	23	"	" " D. L. Doles shff	19	58		
May	6	"	" " Seal on Egges' deed	3	30		
June	21	"	" " R. S. Eley Sheriff	34	52		

June	21	To	Cash paid M. E. Powell	\$	7	10		
Sept	2	"	" " Expenses to Petersburg		3	20		
	15	By	" " Edwin Bradshaw				2	50
Amounts Carried Forward.				\$	833	81	\$	774 31
Nov	1	By	Cash from G. P. Burgwin				1135	25-
"	"	"	" " " M. M. Uzgahart				175	00
"	1	"	" " " R. B. Peebles				90	65-
"	1	"	" " " T. Fox				150	00
	1	To	" paid S. Ruth. N. S. coll:		33	33		
	1	By	" from sale of furniture				173	45-
	1	"	" " " M. M. Uzgahart's bond				1172	42
	1	"	" " " W. H. Uzgahart's bond				1037	55-
	1	"	" " " R. W. Uzgahart's				95	03-
	1	"	" " " Wm Uzgahart's (2) "				182	95-
	1	"	" " " Sale of furniture				836	25-
	1	"	" " " A. L. Lamb's bond				167	36
Dec	1	"	" " " Bindall's "				136	68
	2	To	" paid D. C. Laws		92	00		
	30	"	" " " Clerks tickets		12	19		
	"	"	" " " " " "		6	87		
	"	"	" " " " " "		28	58		
1871 Jan	1	"	" " " G. S. Uzgahart's legacy from Mrs Hill		555	00		
"	"	"	" " " M. L. Lamb's legacy from Mrs Hill		555	00		
"	"	"	" " " M. A. H. Dillard " " "		555	00		
"	"	"	" " " R. W. Uzgahart " " "		555	00		
"	16	"	" " " A. L. Lamb's (over)		105	78		
"	"	"	" " " M. et Uzgahart bond		1233	95-		
(6)								

1871

Yours & Kindred,

Corn: facets,

This account of Joseph W Wigham's executorial proceedings on the estate of Charles F Wigham decd was this day received and filed for exceptions,

And at a Court held for ^{said} County on the 18th day of May 1871, the said account having lain one month and upwards in the Clerk's Office and no exception being filed, it was examined, confirmed and

original & 2 recorded, Test: Osurin White CC
 1st Copy Test Osurin White CC

61
The following is a copy of the letter marked "E" referred to, in the foregoing deposition of J. W. Urquhart:

Chenabuck Dec 24th 1870

Maj J W Urquhart,

Sir:

I am now in receipt of yours of 19th inst. which, with your previous letter of 9th makes two communications with which you have favored me since the writing of mine of the 7th which seemed not to have reached you, even at the writing of your last of 19th. My letter formally withdrawing my proposition to take back the farm was written on the 7th but too late for the mail; so it was handed to the postmaster at Suffolk by me early on the evening of the 8th with instructions not to fail of mailing it. The letter was directed to Farmers Grove, as heretofore, and I cannot understand why you have been so late in receiving it. I wrote to Mr A. B. Urquhart, I think on the morning of the 10th or 11th acquainting him of my withdrawal of proposition to take the farm but my servant informed me on return that Mr Urquhart had just left for Southampton and that he gave the letter to his wife, which I presume of course she gave him on his return. Mr Urquhart (who lives in $\frac{1}{2}$ mile of me) left home without seeing me, which would not have been the case but that I have not been able to leave my house for the

past 8 days, from severe indisposition, I regret
 exceedingly that you have troubled yourself about
 dead and other necessary papers; all of which
 might have been avoided by my earlier attention
 to the matter. But I will cheerfully pay any
 reasonable charge on that account. Please excuse
 this letter as I am propped up in bed and
 suffering much at this moment.

Very respectfully
 Geo. H. Crump,

The following are copies of the letters filed
 with the foregoing deposition of George H. Crump,
 to wit:-

Anselma Jan. 27/70

Dear Sir.

Your letter of recent date is before me.
 The proposition made to Bro Tom was forwarded to
 me and at a time when I expected to have a
 cash sale in N. C. but finding the property
 would not sell as well upon those terms I sold on a
 credit of ten months, and did not realize cash suffi-
 -cient to defray the expenses of the sale. I have
 no funds belonging to the estate of C. D. Urquhart, nor do
 I feel authorized to borrow money at the present enor-
 -mous rates to meet your demands. If you think
 your object will be attained by resorting to a suit
 I can simply say - proceed. I shall distribute
 and administer the assets as soon as they have been collected.

At the same time I shall do all in my power to sell
for Bro Tom the farm purchased of you. I can
not pay you any money by February Court,

Very respectfully

J. W. Wigham

Anselme Nov 23rd 70

Dear Sir.

Your letter of recent date is before me,
In reply I can simply say, as I did in a letter last
year, that I cannot pay you anything until I have
collected the bonds due the Estate, and prepared for
a distribution of the assets. If you insist on your
bonds being paid out of the personal property, over
which alone I, as Executor have any control, the
whole estate must be thrown into the hands of a
commissioner and the pro rata value of each and
every bond against the estate, ascertained and
payment made accordingly, could you not,
with the assistance of my brothers in your vicinity
make sale of the Denson Farm so as to give you
cash enough to meet your immediate demands, with
bonds for the deferred payments just such as
you like? If a purchaser can be found, I
can make arrangements to comply with the law
requiring the sale to be at public auction and
thus satisfy your claims from the land in question
and reserve the personal property for other
creditors who would otherwise be forced to make

then debts out of the lands bequeathed to the younger children. I have already rented a farm for Bro Tom so as to leave the farm on which he now resides entirely free to be sold for the residue of the purchase money, in the shape of the bonds now in your hands. I have declined saying anything to you up to this time hoping Bro Tom would sell the place for sufficient to pay you and return the amount already advanced by the estate or rather by Father in his lifetime. And further because I knew that you — he had any right to sell the place and then under execution, should Bro Tom fail to comply with the requirements under which he should own it, I would be glad if it could be convenient for me to see you and discuss the matter on terms, but I hope Hack has already ^{fully} explained my position and the circumstances connected with the settling up Father's matters. With kindest regard I am

Very truly yrs
J W Myahurst,

Anselma Dec. 9th 1870

Dear Sir:

Your favor of 28th ult reached me this evening & I hasten to reply. Your proposition is very reasonable and will be acceded to by all parties interested. I'll set to work immediately

and get all papers in readiness to a complete and perfect transfer of title and interchange of papers by the 1st Jan'y 1871. In making this arrangement least I sincerely hope it may not subject you to any loss. You need not hesitate to take steps towards disposing of the farm by sale or renting. Every thing shall be as speedily done as possible.

Very truly yrs

JW Wigham.

Anselma Dec 19th / 70

Dear Sir.

I have consulted with good lawyers as to my powers in regard to the sale of the tract of land purchased of you and find every thing perfectly clear. The deed is all ready and only awaits the signatures of Mr Wigham and wife whom I have made parties to it, so as to remove all shadow of claim they may have under fathers will. Consider the property as your own and act accordingly. I'll send the deed properly acknowledged as soon as the parties get together. With kindest regards

Very truly yours

JW Wigham.

Anselma Jan'y 2^d/71

Dear Sir

Your letters of recent date are before me, In reply I can simply say that I considered the arrangement between us completed by your first letter & my reply made promptly the day I received it. I have acted accordingly, in all my settlements relative to my father's estate & do not feel at liberty to retire from the bargain. You made the offer to take the place for the amount due on the 1st Jan'y 1871, I immediately accepted the proposition and considered the bargain closed, I sat to work to make you a title and now only await the signature of Dr Urquhart and wife, and shall send you the deed prepared for recordation and expect you to send me the bonds you hold against the late Dr Urquhart, I am,

Very respectfully yrs

J. W. Urquhart.

Anselma Jan'y 17th/71

Dear Sir,

Of course you will exercise your own pleasure as to the process by which to collect your notes, I shall do all that my duties as personal representative of Dr. Urquhart require. But Sir the language and tone

consideration on my individual behalf if I may
 so term it. Some time ago you wrote me to
 the effect that unless I made arrangements to
 pay you something you would sue for the amount
 due you; my reply was simply that if you
 thought you could get your money sooner by that
 means than any other, to do so. This, I suppose
 "led" you to expect a payment last fall —
 why, I am unable to see. As Executor I
 have control of the Chattel property only & inas-
 -much as the amount of money arising from
 the sale of that property was not sufficient to
 pay your bonds & all others due from the estate
 of course a suit would have thrown the whole
 matter before a commissioners for settlement
 and postponed all payments until all the personal
 assets could be collected — probably four or five
 years. The means by which I hoped your claims
 would be settled was by private sale of that
 farm upon which you hold a lien by deed — a
 sale over which I had no control at that time,
 And this brings me to the other letter, from which
 I gather the insinuation that I have deceived you in
 this matter. Upon this point I wish now to give
 you a plain statement as regards my position &
 conduct & simple because you do not seem to
 understand it. The insinuations are unpleasant,
 I wrote you that I would do all possible to bring
 about a sale of the farm and thereby settle

your claims, and I did use every means in my power to effect a sale, That power amounted, in its fullest force to only urging the Occupant to make a sale,

Under my father's will I had no control whatever over that property, and had, of course no more authority to sell than the King of England, Bro Tom was allowed five years within which to pay off the liabilities and then become owner in fee, & no one then could disturb his possession except yourself & then only by proceedings to enforce your lien by deed, If, then, Bro Tom could have made any arrangement by which to satisfy you and at the same time return to the Estate of Ath Wychant the amount advanced, with Interest he (S^r W) would have complied with the terms of the will and could have given a good title to the new purchaser, I had no power, unless he voluntarily gave up the farm or you brought suit on your bond against me as Ex^r, Now, Sir, I did all I possibly could to urge a sale, even though it realized just enough to satisfy the terms of the will - & thereby did all I could & certainly all I promised, And to continue the case to its present stage - my control of the farm began only at the time when you made the offer to my brother Ath Wychant by letter to me, - Brother Tom gave it up my power to sell immediately began & it had scarcely done so before I received & accepted your proposition to take it by returning the bonds you held against me as Executor, I then most certainly exercised the power to sell as soon as that power had its birth, With this explanation I hope you will see that I have practiced no (that is not my habit in the slightest degree) in any particular pertaining to your matters,

Very Respectfully Yrs

Virginia.

Pleas at the Court house of the County of
Nansemond, on Friday the 14th day of
March A. D. 1873

Be it remembered that heretofore to wit:— on the 30th
day of May 1871 came W^m Urquhart and J W Ur-
quhart Executors of C. F. Urquhart decd, Thomas H. Urquhart
Robert Ridley, and Lucy A. his wife, R W Urquhart
Charles T. Urquhart and Leonidas R Urquhart the
last two being infants suing by A B Urquhart their
next friend, and sued out of the Clerks office of
the County Court of Nansemond a summons in Chancery
against George H Crump, which summons is in the words
and figures to wit:

The Commonwealth of Virginia

To the Sheriff of Nansemond County Greeting,
you are hereby commanded to summon George H
Crump to appear at the Clerks office of the County
Court of Nansemond at the rules to be holden for
the said Court on the first Monday in June next to
answer a bill in Chancery exhibited against him
in said Court by W^m Urquhart and J W. Urquhart
Executors of C. F. Urquhart decd, Thomas H Urquhart
Robert Ridley and Lucy A. his wife, R. W Urquhart, Cha
T. Urquhart, Leonidas R Urquhart the last two being infants
suing by A B Urquhart their next friend, and have
then there this summons, Witness Willis E. Leedom
Clerk of our said Court at his office this 30th

day of May 1871 in the 95th year of the Commonwealth
 Teste. W. E. Cochran clerk of the Court.

Return: 1871 May 30. I acknowledge service of
 the within summons

Geo. H. Larnup,

And at another day to wit:— at the rules held
 in the clerks office of the said Court on the 5th
 day of June 1871 came the plaintiffs by their
 attorney and filed their Bill against the
 said defendant, which bill is in the words and
 figures following:

In the County Court of Nansemond County,

To the Honorable Theodore S. Garnett
 Judge of the County Court of Nansemond County, in
 Chancery sitting,

Humbly complaining shew unto your Honor
 your orators and your oratrices William Urquhart
 and J. W. Urquhart Executors of L. J. Urquhart decd,
 Thomas. H. Urquhart, Robert Ridley and Lucy A
 Ridley his wife, R. W. Urquhart, Charles T. Urqu-
 hart and Leonidas R. Urquhart the last two
 of whom are infants and sue by A. B. Urquhart
 their next friend,

1 That on the 16th day of February 1867 one
 George H. Larnup sold to Charles T. Urquhart
 of Southampton County Virginia a tract of land
 in Nansemond County about one mile in

northerly direction from the Village of Church atack containing 220 acres more or less and bounded by the lands of George W. Darden, the estate of Mrs Elizabeth Philips, the Mount Ararat Farm and Lost Cornup (the grave yard being reserved) as will be seen by a duly certified copy of which is filed herewith and prayed to be taken as a part of this bill,

2 That the consideration of said tract of land was \$6500, of which the said C. F. Warguhart paid the sum of \$2000.00 in cash, and executed his bonds for the sum of \$4500.00 in three instalments payable as follows: to wit: \$1500. on the 1st day of Janry 1868; the like sum of \$1500. on the 1st day of Janry 1869; and the like sum of \$1500. on the 1st day of Janry 1870, all carrying interest from the 1st day of Janry 1867, which said bonds are on record now on file in a suit at law instituted by said George H. Cornup in the Circuit Court of Southampton County against your Orators William Warguhart and J. W. Warguhart as Executors of Charles F. Warguhart deceased,

3 Your Complainants further shew that the said George H. Cornup conveyed the said tract of land by deed to the said Charles F. Warguhart and reserved a lien on the same to secure the unpaid purchase money as will be seen by reference to the said deed,

4 That the said Charles F. Warguhart has deposited

this life having first made and executed his last will and testament which has been duly proved and admitted to record in the County Court of Southampton County and that your Orators Wm. Vergahart and J. W. Vergahart the executors therein named have duly qualified as such as will be seen by reference to said will and order of Court a copy of which is herewith filed and prayed to be taken as a part of this bill,

- 5 That by a codicil to the said will the testator provides as follows: "I give to my Son Thomas H. Vergahart, the tract of land known as the "Denson Farm" lying in Transmont County purchased by me of Geo. H. Lormup provided he shall, within five years from the 1st day of January 1867 pay off and discharge the whole of the purchase money which I have paid and for which I am bound to the said George H. Lormup that is to say the sum of \$6500, but if the said Thomas H. Vergahart shall fail to pay the said purchase money within the time specified, then, and in that event I desire the said tract of land to revert to my estate and to be disposed of as directed in my said last will and testament, If he should pay a portion of the said purchase money and fail to pay the whole in the time specified I desire that he shall have credit against my estate for the amount so paid,

6 That the direction referred to in said codicil as contained in his said will, is as follows:

"I give and devise all the residue of my land in the state of Virginia to my son A. B. Urquhart and my daughters R. W. Urquhart and Lucy A. Urquhart to be equally divided between them."

7 That by another codicil to said will, the testator says: "I give to the Children of my son A. B. Urquhart living at my death all the property of every kind what-ever that I have given and bequeathed in my said last will and testament to my son A. B. Urquhart and should any of the said Children die before arriving at the age of twenty one, it is my will that the portion of such child shall be equally divided between the rest of said Children."

8 That said Lucy A. Urquhart has intermarried with your Orator Robert Ridley and the Children of A. B. Urquhart are Charles T. and Leonidas R. both infants

9 Your complainants further shew, that on the 11th day of November 1870 your Orator Thomas H. Urquhart being wholly unable to pay for said tract of land as provided for in the said will gave notice to your Orator J. W. Urquhart - one of the executors as aforesaid that he abandoned all claim to the said tract of land under the said will and was willing that the same might be sold,

10 That on the 28th day of November 1870 the said

George H. Crump made an offer to your orator
 J W Urquhart to take back the said tract of land
 and in consideration thereof, to surrender the bonds
 of the said L. F. Urquhart which had been given
 for the unpaid purchase money as aforesaid,
 which offer so made by the said George H. Crump
 your complainant accepted as the Executor of the
 said L. F. Urquhart deceased, and with the consent
 and approval of the said Thomas H. Urquhart, R
 W Urquhart Robert Ridley and Lucy A Ridley his
 wife, and the said A. B. Urquhart the father of the said
 Charles J Urquhart and Leonidas R. Urquhart,

" Your complainants further shew that they are
 now ready and willing to carry out the said contract
 and to execute a deed conveying the said tract of
 land to the said George H. Crump upon his surrendering
 the said Bonds, and your complainants hoped under
 the circumstances aforesaid that the said Geo H Crump
 would perform the said contract, and take back the
 said tract of land and surrender said bonds

But now so it is ^{the} said George H. Crump, not regarding
 his said contract and agreement has lately filed
 his bill in this Hon. Court against your complainants
 praying that the said tract of land may be sold
 to satisfy the debts due to the said George H
 Crump from the estate of the said L. F. Urqu-
 hart deceased and secured by the said lien
 and he pretends that no such contract was
 ever made or entered by him and if it had

had been that it cannot be excused by your complainants,

- 12 Your complainants are advised that your orator J. W. Urquhart as Executor of the said G. J. Urquhart deceased has full power and authority under the said last will and testament to make and execute the said contract, and if there was any want of authority under the said last will and testament to execute the same it can be supplied by the consent of your orators Thomas H. Urquhart, R. W. Urquhart, Robert Ridley and Lucy A. his wife acting for themselves, and the sanction of this Hon. Court acting for and on behalf of the said infants,

- 13 Your complainants are informed and believe that if the said lien shall be enforced and the said tract of land exposed to sale it will be sold at a ruinous sacrifice and that the sum realized from the said sale will not be sufficient to satisfy the said lien and discharge the said debts, and that the interests of all your Complainants, including the said infants, would be promoted by a specific execution of the said contract,

- 14 Your complainants are advised that it is competent for a Court of equity to act for the said infants in the premises, and that a Court of Equity, will require the said George H. Lernup to perform his said contract by taking the said tract of land and surrendering the said Bonds

In tender consideration whereof, and as your complainants are without remedy in a court of law and relievable only in a court of equity where such matters are properly cognizable they pray that the said George H. Lornum may be made a party defendant to this bill and required to answer the allegations thereof as fully and completely as if they were here again repeated and he thereunto especially interrogated, That your Honor will make a decree compelling the said George H. Lornum to execute the said contract by taking back the said tract of land and surrendering the said bonds, Grant the Commonwealth's writ of Subpoena Commanding and all such other and further aid and relief as Equity and good conscience may dictate and the nature of the case require, And as in duty bound, they will ever pray &c,

Wm Urquhart and
 J. W. Urquhart - Executors
 of the T. Urquhart decd,
 Thomas H. Urquhart,
 R. W. Urquhart -
 Robert Ridley & Lucy his wife,
 Charles T. Urquhart &
 Leonidas R. Urquhart
 last two infants suing by
 A. B. Urquhart Their
 next friends,

Whereupon the said defendant appeared and filed his answer to the bill of the plaintiff and the plaintiff replied generally and the cause was set for hearing as to the said defendant.

The following is a copy of the said answer:

The Answer of Geo H. Camp to a bill in Chancery filed in the County Court of Kansas and County against him by W^m Warguhart and J^W Warguhart Executors of L. T. Warguhart dec'd & others

This Respondent says: That the statements contained in paragraphs 1. 2. 3. 4. 5. 6. 7 & 8 are true,

That as to the statement contained in paragraph 9 of said bill, this Respondent knows nothing, but he does know that said T. H. Warguhart had not then fully determined to abandon the said Farm and that he repeatedly said so in the presence of this respondent, S. G. Webb & others both before and after the 11th Nov 1870,

That if the said T. H. Warguhart did abandon all right to said farm under the will of L. T. Warguhart, his father, that then the same became part of the residuum in said L. T. Warguhart's will and passed accordingly, with no authority to the said W^m Warguhart and J^W Warguhart as Executors of the said L. T. Warguhart dec'd to sell the same, That it is true this respondent did on the 11th Nov 1870 write to J. W. Warguhart supposing that he had a

the power to sell said land and to make a title thereo, offering to take the said land for the debt due your Respondent on the same (about \$5580) but that before he had received any reply from the said J W Wryghart to wit: - on the 7th Dec 1870 your respondent wrote to the said J W Wryghart declining to take the said Farm which letter ought, in due course of mail, to have reached the said J W Wryghart in two days, as the mail passes Farmers Grove P O (his post office) in the County of Southampton four times a week (twice on two days of each week), That this letter of 7th Dec 1870 was never acknowledged to have been received by said J W Wryghart notwithstanding he wrote your respondent on the 19 December 1870 and after he had received said letter of 7th Dec 1870 & although again especially requested to acknowledge its receipt. This respondent further says that he is not bound to execute the said Contract aforesaid: First because he withdrew his offer before he had any notice of its acceptance. - Secondly: Because the said J W Wryghart had no power or authority to sell the said land under the will of J B Wryghart the owner thereof, Thirdly: Because the devise of said J B Wryghart could not create a deed thereof - part being infants, Fourthly: Because the said farm was not in the possession of the said J W Wryghart on the 19th Dec 1870.

the same being then and remaining in the possession of J. H. Wrayburn till the 1st January 1871, Fifth: Because no deed was tendered this Respondent on or before the 1st January 1871 and no possession then offered, Sixth: Because because the offer made, was, to take the place as it was on the 1st January 1870 whereas it was in much worse condition on the 1st January 1871 than it was on the 1st January 1870,

Your Respondent denies the right of said complainants to any specific execution of said supposed contract, And your Respondent prays that the said case may be dismissed & he be left to his rights in the premises signed. Geo H Cornum

Nassau and County to wit: -

I John R. Kelly a notary public in and for said County state of Virginia do certify that this day George H Cornum personally appeared before me and made oath that the facts and statements set forth in the foregoing answer are true to the best of his knowledge and belief, Given under my hand this 3rd day of June 1871

John R. Kelly
Notary public

And at another day to wit: At a court held
for the said County on the 17th day of August 1871

George H. Cornup

Plffs

v

W^m Urquhart and J. W. Urquhart Executors
of Charles F. Urquhart died, Thomas H. Ur-
quhart, R. W. Urquhart Robt Ridley and
Lucy A. his wife and Charles J. & Leonidas
R. Urquhart (the last two infants)

Defts

And

In Chancery

W^m Urquhart and J. W. Urquhart Executors
of Charles F. Urquhart died, Thomas H. Urquhart
Robt Ridley and Lucy A. his wife, R. W. Urqu-
hart, Charles J. and Leonidas R. Urquhart the
last two being infants suing by A. B. Urquhart
their next friend

Plffs

v

George H. Cornup

Defts

The first above named cause came on
this day to be heard on the bill of the complainant &
and on the answer of the infant defendants by
guardian ad litem and the answer of the adult
defendants and replication to said answers and
on examination of witnesses, And the second
of the above named causes came on to be
heard on the bill of the complainant and
the answer of the defendant & on replication to said answer
both causes coming on to be heard together were argued by counsel.

on consideration whereof the Court doth adjudge order and decree that the plaintiffs in said second above named cause are not entitled to the specific execution of the said second ~~above~~ alleged contract as prayed for in their bill and that the said plaintiffs take nothing by their bill, And the Court, deciding that the plaintiff (Geo. H. Cornup) in the first above named cause is entitled to have his lien retained in the deed from him to Charles H. Vezubart dated 16th day of Feb'y 1867 duly enforced, doth adjudge order and decree that unless the said defendants in said cause pay to George H. Cornup within sixty days from this date the sum of \$4500 with the interest due thereon from the 1st day of January 1867 and the costs incurred by him in both of the above named suits, that then John R. Kelby who is hereby appointed a Commissioner for that purpose proceed to sell at Auction before the Courthouse door of Essex County on some Court day the land referred to, in the said deed as a tract of land in Essex County aforesaid about one mile in a northwesterly direction from the village of Church atuck containing two hundred and thirty five acres more or less and bounded by the lands of George W. Darden, the estate of Mrs Elizabeth Phillips, the Mount Ararat farm and George H. Cornup and is a part of the same land purchased by the said George H. Cornup of

Richard H B Denson and wife on the 1st day of September 1866 with fifteen acres added thereto as set forth in said deed, subject to the reservation of the burying ground as set forth therein, having first given at least twenty five days notice of the terms and time of said sale by advertisement at the Court House door of Evansmond County and at Blunehatuen & by printed handbills at other public places and by advertisement once a week for three weeks in the "Christian Sun" a newspaper published in Surpock and also twice a week for three weeks in some newspaper published in Norfolk which said sale shall be made on a credit of one, two and three years in equal payments with Interest from date (except for a sum sufficient to pay the costs of the above suits and expenses of sale which will be cash and will be paid by them entitled to the same) taking from the purchasers bonds with good personal security for the deferred payments and retain the title to said land till the further order of Court and make report to Court, And the Court doth further order and decree that the second above named cause be removed from the docket, But no sale is to be made under this decree till the said J. R. Wilby shall execute, before the Clerk of this Court in his office a bond in the penalty of \$6000.00 payable to the Comth of Va and Conditioned faithfully to execute this decree and any other decrees he may be required to execute in this cause,

And at another day to wit- At a Court held for the said county on the 13th day of March 1872

These causes came on this day to be again heard on the papers formerly read and on the report of John R. Kilby Commissioner made pursuant to the decree of the 14th day of August 1871, to which report there is no exception, and was argued by Counsel. On consideration whereof the Court doth confirm the said report and the Cause is continued,

The following is a copy of the report referred to, in the foregoing decree:

To the County Court of Nansemond County.

The undersigned reports to the Court that pursuant to the decree of the 14th Aug 1871 of said Court, made in the Causes therein pending of Grump v. Urquhart others and Urquhart others v. Grump he proceeded to advertise the land therein in the manner directed and did on the 13th day of November 1871 (being Court day) before the Court-house door of said County sell the land named in said decree, at auction, when the same was purchased by Wm B. Whitehead for the sum of - \$3100. 00
being over $\frac{3}{4}$ of appraised value,

Of which there was paid by him in cash and paid by the undersigned

To those entitled as follows:

To 5 per ct com ^d on \$300.00	—	—	\$15.00
" 2 " " " " \$2800.00			56.00
" Atty's fee & taxes (writ)			32.00
" Clerk's fees			14.77
" Sheriff's "			4.00
" P.B. Prentiss Com ^r			10.00
" Witness			5.00
" Copies filed			2.12
" Norfolk Virginian adv ^y			12.75
" Christian Sun "			8.00
" W.H. McGuire Crier			11.25
			\$168.39

Balance

\$2929.01.

For which the said Wm B
Whitehead has executed 3 bonds
each for \$976.33 $\frac{1}{3}$ dated 13 Nov
1871 & payable 1, 2, & 3 yrs
after date with interest
from date to which Geo R
Kilby is surety — — — — — making \$2929.01

The title to said land retained

Respectfully submitted

John B. Kilby

Taxes pd by Kilby 2.99

Com^r

& \$2.47

And at another day to wit: At a Court held for said County on the 14th day of October 1872

These causes came on this day to be again heard on the papers formerly read and was argued by Counsel: On Consideration whereof the Court doth adjudge order and decree that John R. Kilby the Commissioner who sold the real estate named in the proceedings under former decree herein receive of the Clerk of this Court (who will deliver the same to him on his leaving a receipt therefor) the three bonds of W^m B. Whitehead of \$976.33 $\frac{1}{3}$ each, and collect the same as they become due and pay the same to the said Geo. H. Larnum in part of his claim referred to in the proceedings, and if the said Larnum agree thereto, the said John R. Kilby Commissioner as aforesaid is authorized to pay to said Larnum the said bonds of W. B. Whitehead and Credit the said Larnum's claim with the amount of the same and make to said Whitehead a deed with special Warranty in the usual form for the said land and make report to the Court,

The following is a copy of the receipt given for said bonds
1872 Nov 16, Rec^d of the Clerk of Evanswood County Co. the three bonds of W. B. Whitehead of \$976.33 $\frac{1}{3}$ each as directed by the decree of 14. Oct. 1872

John R. Kilby Comm^r

And now at this day to wit: At a court held for said County on the 14th day of October 1873 (it being the day and year first herein written,

These causes came on this day to be again heard together on the papers formerly read and on the report of John R. Kilby, Clerk made pursuant to the decree of the 14th Octo 1872 to which report there is no exception and was argued by counsel: On consideration whereof the court doth confirm the said report, and doth adjudge order and decree that the proceedings had in said causes be confirmed, and nothing more being necessary to be done ^{in said causes,} it is ordered that the same be removed from the docket,

The following is a copy of the report referred to in the foregoing decree:

To the County Court of Nansemond County:

The undersigned reports to the Court that pursuant to the decree of said Court made on the 14th day of October 1872 in the cause therein pending wherein George H. Hornum is plaintiff and Chs F. Varguhart's Exors Defs he has received of the Clerk of said Court the three bonds of Wm B. Whitehead and collected the one due 13 Nov 1872 impaid over to said Hornum (he agreeing to accept the same as cash, and as authorized by said decree

the money collected for the first of said bonds was also paid over to said Compt as the following statement & receipt will shew:

By 3 bonds of W^mB Whitehead & each

for \$976.33 1/3 — — making \$2929.00

" Int on same from 13 Nov 1872

to 19th Dec 1872 — 1 yr. 1 month & 6 days 194.00

\$3123.00

To paid taxes on land due before

the land was sold pr bill

35.46

Nett Balance

\$3187.54

To paid Geo H. Compt in part of his

claim against said Charles Wurz-

=heart & as directed by said decree

opr rect

\$3187.54

A deed with special warranty has been made to said W^mB. Whitehead for the land purchased by him under proceedings in said suit,

Respectfully submitted

John R. Tulby, Comr

1872 Dec, 19th Rec^d of John R. Tulby Comr, the sum of three thousand one hundred and eighty seven dollars & fifty four cents, in money and bonds of W^mB Whitehead in part of my claim against Charles F. Wurzheart decd,

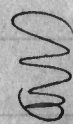
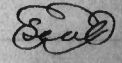
\$3187.54

Geo. H. Compt

The following is a copy of the bond executed by the said John R. Kilby Commissioner in said causes,

Know all men by these presents that we John R. Kilby and Wallace Kilby are held and firmly bound unto the Commonwealth of Virginia in the sum of six thousand dollars; for 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, Sealed with our seals this 10th day of Nov. 1871 in the 96th year of the Commonwealth,

The condition of the above obligation is, that if the said John R. Kilby who has been appointed Commissioner to sell certain lands of C. F. Virgubart under a decree of Evansmond County Court of the 14th of August 1871 made in the cause of Lerrump against Virgubart et al, & Virgubart et al against Lerrump, shall faithfully discharge the duties of his said trust and any other he may be required to execute in the causes aforesaid then this obligation to be void, else to remain in full force

acknowledged in the presence of  John R. Kilby 
 Wallace Kilby 

A true transcript from the records,

Teste

Wks per for

\$25.00

Willis E. Cochran Clk

91