

1909-116

Southampton County Chancery

Williams, Jas F.  
Exor.

vs. Williams, E F.

To settle dispute  
Williams vs Williams  
until 600 is paid for  
rent on water farm  
divided among all parties  
according to equity  
Elizabeth Williams

Williams, E F.  
Estate



*De la Motte & Co. Ld.*

redire. And as in duty bound &c. may it please the Court &c.,  
list as to eduliv may seem meet or the nature of this case may  
or will think all such other, further, General and especial re-  
and that the same may come and be heard together. That your hon-  
and and undetermined in this Court be consolidated with this

the Chancellor and of Williams et al. v. Williams et al. con-  
and that your honor will grant an order directing that  
mother of W.M. Williams, decd. ~~that is to say~~

terries entitled according to the will of Elizabeth Williams  
when the whole of said farm shall be divided amongst all the  
the said sum of six hundred dollars is paid, or until the time  
v. Williams et al. may be rented out from year to year until  
Williams under the proceedings in the said Williams et al.  
summed and too similar. That the bill of land assigned to W.M.

*Williams' Exor.  
v. { Bice of Campbell  
Williams*

*1901, 1st Sept. Rules filed  
L.A. 4th 22*

*J. Prince & Son*

land. The one assigned to E.F. Williams and W.M. Williams, both  
order of the Court and in duty bound &c. may it please the Court &c.,  
under the said proceedings. That your honor will grant an order  
this bill and compelled to answer its allegations, and that your  
COMPLAINT in that W.M. Williams be made a party defendant to  
COULD BE MADE A PARTY DEFENDANT TO  
Said in Court of eduliv where such matters are to be  
eduliv in consideration whereof and inasmuch as without remedy  
in case of doing same except by resort to a Court of  
for the present year. Your complaint desires to enforce the  
and the said which was assigned to W.M. Williams is rented out  
cession of the said of the farm which was assigned to her  
as "exhibitions" and "respective". That W.M. Williams is in pos-  
sion of the order of the Court and disaffirmation filed herewith



-----In Chancery-----

To the Hon. Robert R. Prentiss, Judge of the Circuit Court of Southampton County, Virginia.

humbly complaining sheweth unto your Honor your complainant, Jas.F.Williams, Executor of E.N.Williams, decd., the following case: That under a decree of the Circuit Court of this county, entered at the November term, 1890, it was adjudged, ordered and decreed among other things, "that all matters in dispute in that suit should be settled and adjusted by allowing E.N.Williams the sum of six hundred dollars for the permanent improvements he had put upon a farm upon which he was then living since his mother's death to the time of the entering of the decree, which said sum was made a lien and charged upon the whole of said farm, but the same was not to be collected during the lifetime of said E.N.Williams. The said sum is to belong to the said Williams in fee, and is to bear interest at six per cent. from the first of January, 1891, and the interest is to be paid annually, one half from the part of the land assigned to E.N. Williams and one half from the land assigned to E.F.Williams," as will more fully appear from a certified copy of said decree herewith filed as "Exhibit A." That the said decree was a consent decree as will appear from the copy filed. That the only parties in interest to be affected by said decree and since were E.N.Williams and E.F.Williams. That the tract of land alluded to is a small tract of land, situated in Southampton county, near Courtland and the same was divided between the said E.N.Williams and E.F.Williams. That the chancery suit in which the above decree was entered is still pending in this court, and your complainant asks that this suit may be consolidated with the above-mentioned suit of Williams et als v. Williams et als in order that the court may come into possession of the facts as they really exist. The said E.N.Williams has recently died leaving a last will and testament and that your complainant has qualified as his executor, all of which will more fully appear from a



copies of the order of probate and qualification filed herewith  
as "Exhibits B" and "C" respectively. That E.F. Williams is in pos-  
session of the part of the farm which was assigned to her  
and the part which was assigned to E.N. Williams is rented out  
for the present year. Your complainant desires to enforce the  
lien of his testator if the same can be lawfully done, and  
he sees no way of doing same except by resort to a court of  
equity. In consideration whereof and inasmuch <sup>as your complainant</sup> is without remedy  
save in a court of equity where such matters are properly  
cognizable, to the end, therefore, that justice may be done your  
complainant prays that E.F. Williams be made a party defendant to  
this bill and compelled to answer its allegations, though answer  
under oath is expressly waived. That your Honor will enter an  
order directing an inquiry as to the value of the two tracts of  
land, the one assigned to E.F. Williams and E.N. Williams, both  
annual and fee simple. That the part of land assigned to E.N.  
Williams under the proceedings in the suit Williams et als  
v. Williams et als may be rented out from year to year until  
the said sum of six hundred dollars is paid, or until the time  
when the whole of said farm shall be divided amongst ~~and~~ the  
parties entitled according to the will of Elizabeth Williams  
mother of E.N. Williams, decd. ~~\*\*\*\*\*~~

And that your Honor will grant an order directing that  
the chancery suit of Williams et als v. Williams et als, pen-  
ding and undetermined in this court be consolidated with this  
suit that the same may come and be heard together. That your Hon-  
or will grant all such other, further, general and special re-  
lief as to equity may seem meet or the nature of this case may  
require. And as in duty bound &c. May it please the Court &c.,

*J. B. Princeton* p. q.



Williams  
n 3 Bird Exhibits  
Williams & others

---

1890 filed April 9.

"  
Primer & Shreeley



To the Hon Justice Judge of the Circuit  
Court of Southampton County.

In Chancery.

Complaining sheweth unto your Honor  
your Complainant, Edwin N. Williams,  
that during the Year 1869, Elizabeth Wil-  
liams, his mother deposed this life  
after having made and published her  
last will and testament, which was  
only admitted to probat at the Term  
1869 of the Circuit Court of Southampton.  
A copy of said will is herewith filed  
as Exhibit "A". That by the second clause  
of said will, the said Elizabeth Williams  
devises or assigns - "I leave to my son  
Edwin N. Williams and his single  
daughters jointly or such or may then  
be single the plantation upon which  
they now reside and all the Chatter  
property that may be upon said planta-  
tion, said plantation and said property  
is hereby loaned to them for their use,  
but not to be subject to any past or future  
debts of theirs and is loaned during the  
lifetime of said Edwin N. Williams and  
during the single life or lives of his  
daughter or daughters as a home for the  
use of him ~~them~~ and for no other purpose



That this farm alluded to in the above  
recited clause was a small farm of  
about 20 acres, and was at the death  
of said Elizabeth Williams very poor and  
very much out of order, and was in  
reality not worth more than six or  
seven hundred dollars. That the  
said Edwin N. Williams had several  
single daughters all of whom have  
been raised and supported from  
said farm and all of whom have  
married and gone away from said  
farm, except one viz Emma Francis  
Williams. That after the death of his  
mother he as the head of his family  
took possession of said farm and by  
his industry and management has  
brought the said farm up so much  
that now it is one of the best in this  
community and would readily sell  
for \$2000 or \$2500. That for 20 years,  
by consent of all of his daughters,  
he has been managing the said farm,  
expending upon its improvement  
nearly all of his own earnings from  
his trade as a brick mason and  
plasterer, receiving the income from  
the whole farm, paying all the



expenses, supporting all of his single daughters, paying all of their accounts, paying all the taxes on the farm, and generally managing the property as if it were his own. That now or before stated there is only one single daughter and unfortunately there has arisen such a difference between this daughter and himself, that it seems as if it is impossible for them to live together as parent and child should. and this daughter has put his roof and secured upon another part of the farm to herself. The complainant states that the said farm is susceptible of partition between them, but he insists that he should be allowed something for the large expense he has incurred in improving the farm and which increase in value this daughter is disposed to claim one half of without accounting to him for anything. Complainant does not insist that he has the right to so spend money in improving the farm, as to debar his unmarried daughter of any share in it. but his claim is that if what he has expended in improvements of a necessary char-



acter are larger than his proportion of  
the incomes which he has received, that  
in a partition, he should be allowed a  
reasonable sum for them, and he  
wishes for the said farm to be divided  
between himself and his single daughter.  
No partition can be had by consent of  
parties because the consent cannot  
be obtained. After the death of the said  
Edwin N. Williams, and the marriage  
of his single daughter, the will of the  
said Elizabeth Williams gives the said  
land to the then surviving children  
of the said E. N. Williams. The following  
children are now living. To wit. Jas F.  
Edwin M. Wm L. Chas, Marciana, who  
has intermarried with Eliza J. J. J.  
& Martha C. who has intermarried with  
Saml C. Davis. <sup>see over p 21</sup> In tender consideration  
whereof and inasmuch as your complain-  
ant is without remedy & kept in a Court  
of Equity where such matters are properly  
cognizable, your complainant prays that  
Emma Francis, Jas F. Edwin M. Wm  
L. Chas Williams and Eliza J. J. J. &  
Marciana his wife Saml C. Davis  
and Martha C. his wife may be made  
parties defendant to this bill and



Compelled to answer the allegations  
thereof. But answer under oath and  
oath sworn, that position be made  
of the land in question in some of the  
modes presented by law. That an  
account be taken of the rents and  
profits received by complainant,  
and of the amount he has advanced  
from his own funds and other means  
in making needed improvements  
upon said farm and that whatever  
may be found due him on this account  
may be decreed to be paid him, before  
any division is made; that all proper  
orders and decrees may be entered and  
all proper inquiries directed and that  
all such other further and general relief  
may be afforded. Your Complainant  
as the nature of his case may require  
or the Equity shall seem meet. And as  
in duty bound your Complainant  
nevertheless prays. May it please the  
Court to

Primo Schuch  
Attor for Plff.



Williams &c.  
v.  $\sum$  Notes of agreement  
for Consent Decree  
Williams -



Williams &c. } In chy,  
v. }  
Williams - et al. - }

By Consent of parties a decree is to be entered in this cause giving and granting unto the plff. E. N. Williams the sum of \$600. in fee & this is to be made a charge upon all the lands in the proceedings mentioned. But the said sum of \$600. is not to be collected in the life-time of the said E. N. Williams, but to remain a charge & lien on said lands, and interest on the same is to be paid annually, the said interest to run and be computed from 1<sup>st</sup> day of Jan'y. 1891.

And the sum of \$50. is to be paid said E. F. Williams as & for his part of the Rents and Profits of said farm for 1890.

The rents & profits from said lands for the year 1890, after deducting all proper and necessary expenses, are to be divided between the said E. N. Williams and the said E. F. Williams. And the Commissioners already appointed by former decree in this cause are to make partition of the lands in the proceedings mentioned, having regard to quantity & quality, and assign  $\frac{1}{2}$  to E. N. Williams &  $\frac{1}{2}$  to E. F. Williams, and the parcels or portions thus assigned to each of said parties shall be possessed & enjoyed by said party to whom it is assigned, free from interference or molestation by the other party, while & for so long a time as both said parties shall live; and



provided such possession ~~seem~~ be. ~~consequently~~ with and  
according to ~~the~~ will of ~~the~~ ~~God~~ ~~of~~ ~~the~~ ~~Un-~~

And upon the death of both the said parties the entire property is to be divided according to the terms of said will -

But the said partition is to be made subject to said charge of \$600 - in fee in favor of said E. H. Williams, which said sum is to remain a charge upon all the said land. And in the said partition, it is hereby agreed, that the dwelling-house in which said E. H. Williams now resides, together with such land adjacent thereto as may be sufficient to make up one half in value of said land (having regard to quantity & quality) shall be assigned by said Commissioners to said E. H. Williams.



Williams  
it  
Williams + others

Exhibit. A.

Ex 2



In the name of God. Amen. I Elizabeth Williams being of sound mind and memory, but infirm in body and knowing the uncertainty of human life, do make and ordain this my last Will & Testament, as follows;

Item 1<sup>st</sup>. I wish all my just debts & funeral expenses to be paid as soon after my decease as may be.

2<sup>nd</sup>. I leave to my son Edwin N. Williams & his single Daughters jointly, or such as may then be single, the plantation upon which they now reside and all the Chattle property belonging to me that may be upon said Plantation. Said Plantation and said property is hereby loaned to them for their use, but not to be subject for any past or future debts of theirs and is loaned during the life time of said Edwin N. Williams & during the single life or lives of his daughter or daughters, as a home & for the use of him & them & for no other purpose, provided that they shall pay after my decease to my son Elijah J. Williams, One hundred & fifty dollars, & this I do in consideration of the natural love & affection that I have for them.

Item 3<sup>d</sup>. After the decease of said Edwin N. Williams, my son, & the death or marriage of all his daughters, I will & bequeath said Land & property or such of it as may then remain to the then surviving children of my son Edwin N. Williams, to be divided equally among them.



Now 4<sup>th</sup>, I appoint my son Elijah J. Williams Ex-  
ecutor of this my last Will & Testament, & wish  
that no security may be required of him as such  
Executor. Given under my hand & seal this 16<sup>th</sup> day  
of May 1868.

Witness:

Elizabeth<sup>for</sup> Williams Seal  
marks

Elliott L. Story }

Joseph C. Charles }

At a Court held for the County of Southampton on the  
19. day of July 1869.

This last Will & Testament of Elizabeth Williams dec<sup>d</sup>.  
was proved by the Oaths of Elliott L. Story & Joseph  
C. Charles the subscribing witnesses thereto & ordered  
to be recorded and on the motion of Elijah J. Williams  
the Executor therein named, who made oath as the  
law directs, entered into & acknowledged a bond in  
the penalty of One thousand dollars, conditioned ac-  
cording to law. (The will requiring no security to be  
taken & the Court requiring none) Certificate is gran-  
ted him for obtaining a probat of the said Will in  
due form. It being declared on oath that the estate  
real & personal does not exceed in value the sum  
of One thousand dollars.

Testes:

Oswin White C.C.

A copy:

Teste: B. F. McLenore C.C.









Virginia, In the Circuit Court of South-  
ampton. November term 1890  
Williams

vs.

Williams &c.

This day this cause came on to be again  
heard on the papers formerly read, the  
depositions of R. J. Joyner & others filed  
Nov. 1. 1890. the report of Commissioners  
J. D. Poulton, J. H. Deane and G. T. Bryant,  
making partition of the real estate whereon  
E. N. Williams now resides between E. N.  
Williams and Emma F. Williams, and  
was argued by Counsel. On consideration  
whereof, the Court without confirming  
the said report, and by consent of  
parties, it is adjudged ordered and  
decreed that all matters in dispute in this  
suit be settled and adjusted by allow-  
ing E. N. Williams the sum of six hundred  
dollars for the permanent improvements  
he has put upon said farm since his  
mother's death to the present time, which  
said sum is made a lien and charge  
on the whole of said farm, but the same  
is not to be collected during the lifetime  
of said E. N. Williams, the said sum is to



belong to said Williams in Jan, and is to  
bear interest at six percent from Jan. 1.  
1891, and the interest is to be paid annually,  
one half from the part of the land to be  
assigned to E. N. Williams and one half  
from the land to be assigned to E. F. Williams.  
By consent it is also ordered that as and  
for her whole share of the rent of said  
farm for 1890 the said E. F. Williams is to  
receive from said E. N. Williams on or before  
Jan. 1. 1891 the sum of fifty dollars.

And the settlement of the division of the  
Land is left up to the court for future decree.

A copy.

Teste: L. R. Gay Jr. J.

Williams' Executor

vs. E. N.

Williams

Williams Executor

vs { Copy of Qualification  
of Exor.

Williams

Ex "A" & "B"



Virginia, In the County Court of Southampton  
County, February term 1901.

The Last will and Testament of E. N. Williams,  
decd, with Codicil annexed, which was produced  
in Court on the first day of the present term,  
and proved as to the said Codicil by the oaths  
of the subscribing witnesses thereto, was this  
day duly proved by the oaths of H. K. Williams  
and G. W. Williams, the subscribing witnesses  
to the said Will, and ordered to be recorded  
as and for the Last Will and Codicil of the  
said E. N. Williams, decd, And on motion of  
James F. Williams, one of the Executors named  
in the Will of said decedent, who made oath  
according to Law, and together with Wm L.  
Williams as his security who justified on  
oath as to his sufficiency, entered into and  
acknowledged a bond in the penalty of Twelve  
Hundred Dollars, conditioned as the Law  
directs, which is ordered to be recorded.  
Certificate is granted the said James F.  
Williams for obtaining a probate of said  
Will in due form.

At test.

Teste: D. F. Montgomery J. C.

Dr. L. A. Gay D.C.

Williams' Executor

vs { Stat: of Rules

Williams



Gas. F. Williams Cur. of E.N. Williams ad. Puff

vs.

Emma F. Williams

Defendant

In chq.

1901. 30. Aug. Process issued To 1st. Sept. Rules

1901 1st. Sept. Rules. Process returned executed

Bill and exhibits filed

Deem nisi

1901 2<sup>nd</sup> Sept. Rules, Bill taken for confessed

and answer set for hearing.

Williams

vs } Exceptions to report  
of Commissioners

Williams

Mich 20 - filed



The exceptions of E. F. Williams to the report of the Commissioners showing division of the land between E. H. Williams and herself

The said E. F. Williams excepts to the said report for the following reasons That the division made by the said Commissioners is a most unjust and unequal one both as to quantity and quality. For they gave to E. H.

1<sup>st</sup> Williams one field (house field) containing about twenty acres on which is situated the dwelling house kitchen. office. barns. stables and all the outbuilding. all the fruit trees including a good orchard.

2<sup>nd</sup> another field containing about twenty acres with a good tenant house & outbuildings thereon

3<sup>rd</sup> another field containing about twenty acres with a good tenant house & outbuildings thereon

4<sup>th</sup> another field containing about ten acres with a good tenant house thereon &c and still another field of about five acres in all about seventy or seventy acres



5<sup>th</sup> While they only give to your exceptor about 40 or 45 acres having thereon a house incomplete & scarce habitable one or two outbuilding, and one log tenant house. no orchard or fruit trees Thus giving to said E. F. Williams seventy or seventy <sup>five</sup> acres of land equally as fertile as hers (40 or 45 acres) having all the improvements on it so that he has at least thirty acres more than she has and so located and fixed that he can farm and tenant out the same to for greater advantage than your exceptor. for these and divers other good reasons which will duly shown to the court at the proper time your exceptor asks that the said report be set aside and the said commissioners be instructed to make a new division of said land and give to the said E. F. Williams more of the cleared land than they did

E. F. Williams by  
Shand Son & Co. attys



Williams

(Dr) } Stat. Cont.

Williams et al

A Copy.

Stat of cost in Chancery suit of  
William & Williams et al  
vs to Nov. 1<sup>st</sup> 1894.

|          |                                                  |                |
|----------|--------------------------------------------------|----------------|
| Colerick | B. F. M. P. M. H. <del>173. 22. 5</del> 174. 46. | \$9.78         |
| Sheriff  | J. W. W.                                         | 4.50           |
| Lawoc    | P. S.                                            | 16.50          |
| Leornir  | W. H. P.                                         | 25.00          |
|          |                                                  | <u>\$55.78</u> |

A Copy

Inte: J. W. Howard C. C.

Dec 22<sup>nd</sup> 1894

1/2 of above costs paid to  
each of us by E. H. Williams  
Dec 22. 1894.

J. W. Howard. C. C.

B. F. M. Lums C. C.

I B. Lums for

Psd + cost + shff. J. W.



Williams

75  Sum

Williams & others

1890. 1 Aprl Ruler

Cir: Ct:

Executed by delivering  
a copy of this paper on  
each of the within  
named parties

April 3 1890

J. W. Williams  
Shff

**THE COMMONWEALTH OF VIRGINIA,**

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *Emma Frances Williams - Jas. A. Williams - E. M. Williams - Wm. L. Williams - Charles Williams - Elijah Joyner & Marianna, his wife - & Saml. Davis & Martha C. his wife*

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the *1<sup>st</sup>* Monday in *April* next, to answer a bill in Chancery exhibited against *them* in our said Court by

*Edwin A. Williams*

And this *they* shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this *24<sup>th</sup>* day of *March*, 1890, in the *114<sup>th</sup>* year of the Commonwealth.

*Testo: B. F. McLemore*

C. C.

139  
117



E. N. Williams

1890 To M. H. Parker, Com'r in Charge, dr  
Oct. To taking depositions in the suit  
of Williams & Williams & als: \$25.00

Williams  
vs  $\frac{2}{3}$  Depositions.

Williams  
1890. Nov. 1. filed.  
B. F. McLeod & Co.



(a)

A. Yes, they worked on the farm until they became twenty-one, and then, if they remained they worked as tenants.

Q. Your father, Edwin S. Williams, was a brick-layer and plasterer by trade; state if you know whether he was engaged in that business at any time <sup>from</sup> 1869 to the present time?

A. He was engaged in it from 1869 to about 1886, I think.

Q. State if you can about what amount he received for his work during that time and how the same was disposed of?

A. I can only state the amount for four years of the time, from 1872 to 1876, as I kept the books. During those four years were averaged about \$450. <sup>00</sup> a year, which was equally divided between my father and myself. He disposed of his part in the support of the family, <sup>and upon the farm.</sup> The first two years of this work my father hired me. The first year he paid me \$150. and the second \$200. and after that time we went halves. After 1876 we



x Q: State whether or not you have frequently visited Mr E. N. Williams's for the past several years. and if so, what, in your opinion, has been his conduct towards his children?

A: I have frequently visited Mr Williams and, so far as I knew, ~~he~~ has always been kind to his children,  
And mine this defendant says not.

W J Joyner

The witness W. L. Williams, being duly sworn, deposes as follows:

Q: What is your age, residence and occupation. do you know the parties to the suit and the land in the bill mentioned

A: I am 39 years old. a farmer, live in Southampton Co. know the parties to the suit and the farm in question. I am the son of E. N. Williams?

Q: State, if you knew the farm in 1869, & if so, state what you consider the difference in the value of the farm then, and now

A: In 1869 I do not know much about the value of the land. the farm at that time was grown up. and the fences were down. the land very poor.



the farm now is in good condition, the land has been opened up. fences and ditches but in good condition, the farm at that time (1869) would not have sold for one-third as much as it will sell for now, I don't think the farm would have sold then for more than a thousand dollars. Now it will sell for \$2500.<sup>00</sup>, with the timber sold off.

Q: State, as near as you can, what makes this difference in the value of the farm?

A: First, there is more than double the cleared land now than in 1869. and the buildings that have been put on the place since that time, there is now, a good Orchard on the place, producing fine fruit, there are Grapes &c. the land is now, more than average for the neighborhood.

Q: Tell, as near as you can, what building and other improvement ~~that~~ have been put on the farm since 1869. and the value of the same?

A: The buildings built on the farm since 1869 costs \$1220.<sup>00</sup>. in this estimate is included a building that was burned down, <sup>and another built in its place,</sup> which costs \$200.<sup>00</sup> and \$70.<sup>00</sup> for repairs to old houses.



Q: State, what would be ~~a~~ for the rents and profits of the farm from 1869 to the present time?

A: ~~From~~ I should say about \$1975.00.

Q: Who managed the farm during this period of time and who lived upon it.

A: ~~From~~ 1869. My father + seven children, lived on it. Consisting of four girls + three boys. in 1870. Edw<sup>d</sup>. M. Williams, son left. in 1873. Anna, left. in 1876 Elizabeth left. in 1884 Char. left. in 1885. Martha C. left. in 1886 W<sup>m</sup> L. left. and in 1889 Emma F. left.

Q: ~~Q:nt?~~

Q: State if you know who paid for the improvements on the said farm?

A: Edwin S. Williams, the plaintiff.

Q: State who received the rents and profits of the said farm and how the same were disposed of?

A: My father received them and expended them in the support of the family and in keeping up the farm. It appears that some of the boy children remained upon the farm certain lengths of time.

Q: Did they not work upon the farm while they were there?



(6)

worked together in the fall of the year for several years, and I am satisfied that we averaged \$250. up to about 1883, which was divided equally between us. My father used his in the support of the family and for the improvement of the farm. I don't wish to be understood that he did not use any of the money on himself, but I regarded him as a member of the family. I know that from 1869 to 1872 we did a good deal of this kind of work, but I can't say what amount. The most of this was disposed of in the same way as the balance. And I am certain that we did not do less than \$150. worth of work annually during the period from 1869 to 1872. My father received all this.

Q. Do you know who paid the taxes on the farm from 1869 up to the present time?

A. My father paid them to my knowledge up to last year.

Q. Don't you know it to be a fact that unless your father had have received the money that he did from his trade and expended the same in the support



of his family and the improvement of the farm that he would not have been enabled to have brought the farm up to its present high standard of value?

A. I do.

Q- You lived upon the farm up to 1886. What was your father's treatment toward his children?

A. He was kind to them, and never mistreated them. All the children fared alike in comforts and conveniences.

Q- It is stated in the answer of Miss Emma J. Williams to the bill in this suit, that recently your father's conduct compelled her to leave him, do you know anything about this?

A. I don't know any thing of my own knowledge about it.

Q. Did she not receive the same kind of support as the other children?

A. She did up to the time I left there which was in 1886. Since then I don't know.

Cross Examination by Defendant's Counsel.

Do you or do you not know it to be a fact that in 1869 your father was very much in debt?

A. I knew he was in debt some at that time, but how much I don't know.



Q. Do you or do you not know it to be a fact that at that time his means were very slender or rather that he owned no property or real estate in his own name?

A. I can't say that I did know. I heard he had none but was ~~was~~ not certain of the fact until the examination of the records showed he had no real estate, except such interest as he derived under the will of Elizabeth Williams.

Q. Do you know, whether or not he has ever paid those debts?

A. I know of two that he paid when I was at work with him in part if not in full, but don't <sup>know</sup> the amount of either of them.

Q. Do you know whether or not about that time he owed Jesse Vick, Dr. J. J. Preilow, and others considerable amounts, and if so, whether he has ever paid them or not?

A. I don't know the amounts, but I know that in 1869, or about that time, that he owed Dr. Preilow an account and sold him some land, but don't know that that paid the debt. I think this sale was made before Elizabeth Williams' will. As to the debt of Jesse Vick I know nothing of my own knowledge, but heard



my father say that his mother he sold  
his mother took the property and this  
debt of Jesse Vick's she compromised.

J. Do I understand from your answers  
that the debts which your father owed  
at that time and which his mother  
didn't pay for him, he, himself, has  
paid all or the greater part of them  
since?

A. I have stated that he paid some or two-  
a part, if not all.

J. Did your father have any money in  
1869-

A. All he had that I know of he got  
from his labor.

J. How then did he pay these debts which  
you speak of his having paid himself?

A. He paid them by laying bricks.

J. Then all the money which he got from  
his trade as brick mason was not spent  
in the support of the family and the im-  
provement of the farm?

A. No. he did not. I know he paid a  
paid portion of these two debts, but  
whether he paid any others I don't know.

J. Do you know how much of the money  
which your father made by his Trade  
as brick mason he spent for the support



(c)

and maintained of the family?

A. I do not, but I know he spent the most of it.

Q. Then if he spent most of the money for the support and maintenance of the family where did he get the money from with which to pay for those improvements which you state he put upon the farm?

A. He got it from what he made and the rents from the farm.

Q. Up to the time that your brothers ~~left there and~~ worked with your father, did they not also assist in working and improving the farm?

A. Charlie and myself were the only two that worked there much since that will was made. We assisted some in putting up the buildings and clearing the land.

Q. Were not some of those buildings, especially the stables, barn and out-buildings put up from timber cut from the farm?

A. The stables were and also the crib and <sup>a part of</sup> ~~probably~~ the barn. They were built with timber cut from the farm. The smoke-house was also built with timber from farm.

Q. Did you not rent a portion of this farm, <sup>from</sup> 1876 to 1886 inclusive, and if so,



What rent did you pay per year?

A. I rented a portion of it for those years and paid a fourth of the crop, which I think would average \$75.<sup>00</sup> a year. This was for a one horse crop, but my father paid out of the rent one fourth of the guano and lime.

Q. Have not you said that you paid as much as \$25.<sup>00</sup> per acre, as rent, for part of the land?

A. Yes. One year I paid \$25.<sup>00</sup> an acre for four acres.

Q. How many acres are in this farm.

A. Between 125 + 150 acres.

Q. You state that when you worked with your father, <sup>as brick mason</sup> he paid you stated wages. Did <sup>he</sup> not also board you?

A. When we were worked together in my father's employment he boarded me.

Q. How did he pay for your board, from his trade as brick mason or how?

A. He boarded me out of his money as a member of his family.

Q. You state that you did not keep your father's books from 1869 to 1872 and from 1876 to 1883, Will you swear positively what were the amounts which he made from his trade as brick mason during



those periods?

A. I will not.

J. Then you really do not know positively what he made from his Trade during those periods?

A. I do not.

J. Did not your father spend some of the money which he made from his Trade for his own private use other than paying his debts as you have above stated?

A. Certainly he did. I don't know how much.

J. Do you Consider that this farm has increased naturally in value since 1869?

A. {Question excepted by plaintiffs' Counsel  
as being misleading.}

A. I think the farm since that time has improved in value.

J. Has all this increase in value been due to the buildings which have been erected thereon and other improvements, or has part of it been due to the fact that most if not all of the farms in this section have enhanced in value since 1869?

A. I think the increase in value is due mainly to the improvements which have been put on it.

J. State what per cent. is due to the build-



ings put upon it?

A. I think the buildings have increased the value to 35 or 40 per cent. more.

Q. Was there not an Orchard on the place in 1869?

A. Yes, Sir. There was an old one, a portion of which is dead and has been replaced by others. For the past twenty years I am satisfied that upon an average not more than \$5.00 worth of apples per year have been sold from said Orchard. The money for them was received by my father, a part of which was used in paying for some timber bought from Geo: Williams and Mrs: Humdley. I don't know what disposition he made of the balance.

Q. You state that from 1876 to 1886 you rented a one horse crop on this farm for which you paid \$75. per year rent, How many other one horse crops were worked on the farm during that time, by whom and what was the rent paid therefor?

A. A small one horse crop was worked on it until 1880 by my father. In 1880 Leharie, in addition, commenced to work a small one horse crop. I think he made three



Crops. He paid, I think, \$50. per year. After he stopped to farm there Dawson Ricks commenced, but did not have the half of a one horse crop.

J. Did you not some time in the year 1884 or 1885, tell W. H. H. Presson that the crops made upon this land for nine years by you had paid your father a rent of \$1600.

A. No. Sir. I told Presson I had paid him \$1600. since I had been there from 1876 to 1886, for board and rent of land, \$48.<sup>a year</sup> of which was for board and the balance for rent.

J. Did you not offer your father in 1888 a \$150. a year for a five years lease of the said farm, and he refused and said he would not take less than \$200.

A. Yes, I offered him \$150. for five years, but he charged me \$200. When I saw him again, soon afterward, he agreed to take \$150. but I declined to take it because a dispute existed about the right of the farm and she, Emma F. Williams, the sole unmarried daughter, sent for me to come and take charge of the place, which I refused to do.



J. Before you left your father, did you not hear him tell E. Williams to leave the place?

A. No Sir. I never heard him say any such thing. There was some disagreement between them some time before I left, but I don't know whether he ordered her to leave at that time or not. This disagreement originated over the Cook's leaving. Then she told me when I went to the house that she was done and did not intend to have any thing more to do with the cooking. At certain times she was cross and crabby and weak-minded.

J. Why do you think she is weak-minded, simply because she is cross and crabby some times?

A. I think from her actions all her life there is some defect some where.

J. State some act showing that fact?

A. I have seen her when in trouble about any thing go off in the garden and talk to herself and gesticulate with her hands and then burst out laughing. This morning, as I passed by, she raised the window and halloed there goes one of the "forgers."



Q. Has your sister, E. F. Williams, any property or any means of support except what she gets from this farm?

A. No Sir.

Q. Then I understand from your testimony that this weak-minded woman has no means of support at all except what little she may get from her interest in the farm?

A. She <sup>has</sup> what she works for, but she has no property.

Re-examination by Plaintiff's Counsel.

Q. In your cross examination you stated that your father paid your board out of what he received from brick laying &c, do you mean to say that he paid it out of the amount which you stated he and you received, or that you received that amount net?

A. We received that amount of money net.

Q. Do you consider the service rendered by your sister, Emma F. Williams, for the family and improvement of the farm in any wise equal to the amount of money expended by your father from his earnings as brick-mason for the same purposes?



A.

I do not.

Q.

In your Cross examination you stated that you said <sup>to</sup> Wm. H. Presson that you had paid your father in rent and board from 1876 to 1886 inclusive \$16.00. <sup>That</sup> the board was \$48. per year, the rent you estimated at \$75. per year, these two amounts make \$1363. How do you account for the deficiency of \$237.

A.

Because I did not account for the rent received from Dawson for and I might not have put my rent exactly at what I stated which makes up the deficiency.

And further this deponent saith not.

W. L. Williams



(E)

The witness, E. N. Williams, being duly sworn deposes and says as follows:

Q. What is your age, where do reside, what is your occupation and do you know the parties to this suit?

A. My age is 73 years, I reside in Southampton County, am engaged in farming and know the parties to the suit.

Q. What was the value of the farm in question at the time of the death of Mrs. Elizabeth Williams and what is the present value of said farm?

A. I suppose it was worth \$600. that is what I sold it for. Dr. J. J. Preilow wrote the Deed just before the will was made. The money was not paid in full, about \$400. was paid. The whole of the debt was not paid because Mrs. Williams died soon afterwards. The understanding at the time the Deed was made, as I understood, that my mother was to hold the Deed land as long as she lived and in her will she was to give me a life right in the land and at my death it was to go to my children. At the time the Deed was made I was heavily in debt and could not pay my debts in full. I suppose that a man who wanted a



home very much would give from \$2200. to \$2500. I think this the full value of the farm.

Q. State what improvements have been put upon said farm, the value of such improvements and by whom paid for?

A. I think I have cleared 60 acres of land, done 600 yards of ditching of one kind and 500 yards of other kind. The land cost on account of clearing \$420. The ditching cost \$96. by estimation, that is to say, cutting new ones and opening old ones. As to the buildings put upon the land I am willing to accept the estimate of Moses Joyner and W. L. Williams, ~~with the addition of \$35. for yard and garden.~~ I dug four new wells which cost \$16.00. All these improvements were paid for by me.

Q. State what were the rents and profits from said farm to the present time, by whom the same have been received and disposed of?

A. I think \$45. a fair rent for the first four years, for the next five years \$65. for the next five years \$100. and for the last six years \$140. or \$145. which will make a total rent for whole



time \$187.5. I received these rents and disposed of them for the benefit of the family and the improvement of the farm.

Q. State what amounts you have paid out from your own earnings as brick mason in keeping up said farm and supporting your family between said intervals of time.

A. I am certain that I have spent not less than a \$1000.

Answer excepted by defendant's counsel.  
to, on the ground that it does not appear how much was spent in improvements on farm and how much for support of family.

Q. Is it not a fact that you could not have made the permanent improvements which you have upon said farm and brought it up to its present standard of value without the money which you earned from your trade as brick mason?

A. I could not.

State if you can who has paid the taxes on said farm since 1869 and what said taxes have amounted to?

A. I have paid them. I think they would average \$18. a year for twenty years.

Q. Who has managed said farm since 1869 until now?

A. I have.

Q. It is stated in the answer of Miss Emma F. Williams that your conduct recently has become such that she was compelled to leave you. Has there been any difference of treatment toward her recently from what it has been heretofore?

A. So long as she remained there she had the same liberties, the same privileges, as she always had, and after she quit there and went over to Charlie Williams she would come over to my house and get the smoke house key and get meat for Charlie Williams's wife whenever she chose. The meat was Charlie Williams, but it was in the same smoke house as mine. She quit my house of her own free will.

Q. Did she receive the same treatment and the same kind of support as all the rest of your children?

A. She did.

Q. Are you willing that she should return to your house and live as she formerly lived?

A. Yes, if she will quiet down and behave herself.



(8.)

J. Have the services of Emma J. Williams upon the farm and in support of the family been worth any thing like the amount which you have expended upon said farm from your own private earnings?

A. Nothing to Compare.

J. Has she received the same kind of treatment as all your other daughters while they all remained together?

A. Exactly the same so far as I know.

J. Have you ever made any charge for superintending and taking care of that farm?

A. Not one cent.

J. Are you or Are you not now a very feeble and infirm man?

A. I am.

J. It appears in these depositions that a part of the timber on this farm has been sold for \$1000. How was the money divided?

A. The money was divided equally between the parties interested, less \$200. which was received by me by consent of all parties concerned. The \$200. received by me was expended for the benefit of the family and in paying off debts on

the farm, with the exception of \$11. which I paid for a suit of clothes and about \$50. balance in price of a horse.

Cross Examination by Defendant's Counsel.

Q. Did you not tell Mr. Lewis Gillie, assessor, when he went to your house to assess your land this year, that the place should not be assessed at more than \$1600. or \$1800. as it would not sell for more than that now?

A. I don't know. I tried to get him down as low as I could. Probably I might have such statement.

Q. Did not your sons live with and work for you up the time they became free?

A. Yes.

Q. Did not your sons live and work with you, and assist you in clearing the land which you have spoken of in putting the other improvements upon the land?

A. They assisted some, but did not assist in clearing the land. I hired most of that done.

Q. Have you got receipts showing that you paid for clearing the land?

A. I have not.

Q. Have you receipts showing that you



paid the taxes?

A. I have some. The others I have lost. I have receipts which I here exhibit amounting to \$56.47. I took others but have lost and destroyed them. These exhibited average \$14.12 a year, but I have paid some years when they ran as high as \$27. per year.

J. Have you receipts showing that you paid \$1000. of your own money in paying for the buildings put upon said farm and for clearing the land?

A. I have not.

J. How long has it been since all your daughters but Emma J. Williams have married and left the farm?

A. I don't recollect exactly. I think Anna left about 1873, Sarah E. about 1879, Martha L., about 1885 or 1886, since then Emma J. Williams has been the only one remaining on the farm.

J. Then there are now only two of you, yourself and your daughter, Emma, who is unmarried, who, according to the terms of your mother's will, are at present entitled to a home at that place?

A. There are only two.



Q. Then according to that will you are entitled to at least one half of the rents and profits of that place and Emma J. Williams to the other half?

A. I do not understand how to construe the will.

Q. Then you and she are the only parties now entitled to an equality in the rents and profits of that farm; and as you say you have spent \$1000. of your own money in improving it, is not \$500. of that in improving your own half and \$500. in improving her half?

Question excepted to by Plaintiff's Counsel on the ground as being misleading and asking of the witness legal opinion touching and constructive of the will of Elizabeth Williams.

A. If it be a fact that I am entitled <sup>to</sup> one half and she the other half, I suppose such would be the case.

Q. Have you not lived on the place since 1869 and received the rents and profits thereof?

A. I have.

Q. Did you not in Jan'y 1888 order E. J. Williams to leave the place?

A. I did not.



(9)

Q. In July 1889 did you not again order her to leave.

A. I did not.

Q. Did she leave your house in Jan'y 1889 or in July 1889?

A. I consider she left my house before Jan'y 1889. She came back there after a visit out and I heard her say that she got nothing off the place and she had to live there all the year before on fat meat and bread. I stepped to the door and told her that if she could not live upon <sup>what</sup> the plantation afforded, she was at liberty to buy and eat what she pleased. She flew out in a passion and told me to give her her part and she could live and get a home. I told her to take her part and go where she wanted to, but at that <sup>time</sup> I was not aware that she had a part. She ate nothing more at my table. Whenever she wanted any thing she would go to the smoke house and get it, but whether the meat belonged to me or Charlie I don't know.

Q. In your bill you state that you do not insist that you have the right to so expend money in improving said farm as to divest your unmarried daughters

of any share in it, but that in a partition of the same you should be allowed a reasonable sum for the improvements which you put on it. What do you mean by a reasonable sum?

A. I mean the worth of the improvements I put on the farm, that is to say, the sum of \$1500. I think would be a reasonable sum.

Q. You state in one of your former answers that you have <sup>not less than</sup> spent \$1000. of your <sup>earnings as brick mason</sup> own money in improving this farm and supporting your family, why is it you now say you should be paid back \$1500. for your said expenditure?

A. I did not say that I had not spent more.

Q. You state that you consider the farm would not sell for more than \$2500. If you get one half of that, then the other half would not be enough to pay you the said \$1500. would it?

A. It would not.

Q. Have you not lived on this farm since 1869, and received your proportion of the rents and profits thereof?

A. I have.



Reexamination by Plaintiff's  
Counsel.

Q. In a partition of this land, according to the principles of equity, assuming that you have a valid claim of \$1500. for permanent improvements beyond the rents and profits, the Court would first charge the whole land with the improvement claim and then divide the surplus according to the terms of the will, so that, admitting the place would sell for \$2500. you would be paid first \$1500. for improvements and the surplus of \$1000. would be divided between you and your daughter according to the terms of that will, is this not the principle and the substance of your claim?

Question excepted to by Defendant's Counsel on the ground that it is leading and asks of the witness a legal opinion.

The Plaintiff's Counsel contends that it is the substance of his bill.

A. It is.

And further this deponent saith not.

E. W. Williams



~~The depositions of W<sup>m</sup> S. Williams, E. N. Wil-  
liams and others taken before me, W<sup>m</sup> H.  
Parker, a Commissioner in Chancery for the  
Circuit Court of Southampton County, in  
the State of Virginia, pursuant to notice  
hereto annexed, on the 12<sup>th</sup> day of August  
1890, to be read for evidence in behalf of  
the~~

I, W<sup>m</sup> H. Parker, a Commissioner in Chancery of  
the Circuit Court for Southampton County, in  
the State of Virginia, do hereby certify that  
the foregoing depositions of E. N. Williams and  
others were duly taken, sworn to and sub-  
scribed before me at the time and place  
mentioned therein and in the Caption thereof,  
pursuant to the annexed notice.

In witness whereof I have hereto set my  
hand this 18<sup>th</sup> day of Oct., 1890.

W<sup>m</sup> H. Parker, Comm<sup>r</sup> in Chancery.  
— " —

Commissioner's fee \$25.<sup>00</sup>  
for taking these depositions &c  
charged to p<sup>er</sup>ff.



(1)

The Deposition of A. J. Joyner & others  
taken the 12 day of Aug. 1890. before  
B. F. McLenne Com. in Chancery of  
the Cir. Ct. of Southampton Co. to be used  
as a basis for a Report, in the  
Chancery Cause of Williams & Williams.  
Present:

Price & Sebrell Attys for Plaintiff  
Shands & Son. " " Deft.

The Witness A. J. Joyner, being sworn,  
says:

Q: What is your opinion as to the  
value of the land in the bill men-  
tioned, now, and at the time of the  
death of Mrs Elizabeth Williams?

A: I think the land worth double as  
much now as it was at the time  
of the death of Mrs Williams.  
Buildings have been erected and  
the farm gradually improved from  
time to time. but I don't know that  
the land would sell for double as  
much, but think it would. I was <sup>born</sup>  
& raised near the farm, and know it  
well.

Q: Do you know what improvements, if  
any, have been put upon said farm

between the time of the death of Mrs Williams and the present time - and if so, state, in your opinion, the value of such improvements and by whom paid for?

A: I know something about the buildings - two Cocks, Stables - and a Barn - which I think are worth \$175.<sup>00</sup> - An Office in the yard worth \$40 or \$50.<sup>00</sup> - 3 tenant houses worth \$1. dwelling house worth \$350.<sup>00</sup> the farm produces a great deal better crops now - than then and a good deal of land has been cleared. I don't know who paid for the buildings but have seen Mr E. N. Williams, W. L. Williams & others at work on them.

Q: What would you consider a fair Rent for the farm - per year, during said interval of time? & by whom received & disbursed?

A: For the first five years - the farm was very poor - and only one horse was worked. I should think \$60.<sup>00</sup> per year a fair price for the next five years - the farm had been improved and enlarged - worked two horses - & I should say \$100. per year for these years, about a fair price - and for the balance of the time I think \$150.<sup>00</sup> per year a fair rent.

I do not know how these rents were



disbursed - but I do know that Mr Williams + his children lived on the farm and had something to eat and to wear.

Crop Examined - by Dft's Atty.

Q: Is it not a fact that since 1869 there has been an increase in value in most if not all the lands in that section?

A: Yes Sir.

Q: Has this farm increased more, in proportion, in value than the other farms in that neighborhood?

A: It has been better kept - more manure used and the farm has increased more than many other farms in the neighborhood.

Q: What percent has this farm increased more than other farms in the section?

A: There I think the increase has been 25% more than most farms near it.

Q: Who has had charge of this farm & received the rents and profits since 1869?

A: <sup>E. M.</sup> Mr Williams has charge of the farm and I suppose received the rents, but do not know positively.

Q: Do you know whether or not that

since 1869. Mr Williams's children lived with him and assisted in working upon the place - and helping about improving it in various ways?

A: I think all of his children lived with him in 1869. but ~~some~~ <sup>some</sup> of them left soon after. ~~of the children~~ <sup>of the children</sup> remained until a short time ago - and assisted in working the farm making improvements - <sup>which I have before stated</sup> I think J. F. Williams was the first to leave - Marcanna - next - Sarah E. next and E. M. Williams next.

Q: Do you know whether any of the buildings which were on the farm in 1869, when Mr Williams took charge, have been destroyed or permitted to go down?

A: One log house has been removed and a framed house put in its place, I believe the log house was built since 1869; I mean the one that was removed. And more this deponent says not.

A J Joyner

The taking of these depositions are continued until Friday the 15<sup>th</sup> Inst.

Aug. 12. 1890. the further taking of these depositions are continued until Oct. 8. 1890.



Oct. 8<sup>th</sup> 1890.

Present: Prince & Sebrall for Plaintiff  
 Cont? to Oct 11<sup>th</sup> Shaddick & Son " Deft.  
 The further taking of these depositions  
 are continued until Oct. 16. 1890.

Thursday Oct. 16. 1890.

Present. Prince & Sebrall for Plff  
 " Shaddick & Son. " Deft.

The Witness Moses Joyner, being duly  
 sworn, deposes as follows:

Q: What is your age, occupation & residence,  
 and do you know the parties to this suit  
 and the tract of land in the bill men-  
 tioned?

A: My age is 67 years. am a farmer, and  
 in Southampton Co. know the parties to  
 the suit and the land mentioned.

Q: State what in your opinion, was the  
 value of said farm at the time of the  
 death of Mrs Elizabeth Williams &  
 and the present value of said farm.

A: The cleared land was very poor at the  
 time of Mrs Williams' death. and was  
 not worth more than one thousand  
 dollars - with the timber on it. I think  
 the farm is now worth two thousand

dollars, with the timber off.

Q: State what improvements have been put on the farm since the death of Mrs Eliz. Williams to the present time?

A: Buildings have been put on the farm, which costs, in my judgment \$1175.<sup>00</sup>

Q: In your opinion, has the value of the place been increased by these permanent improvements?

A: I think so?

Q: What did the timber on the farm sell for?

A: Mr Williams told me it sold for \$1000.<sup>00</sup>

Q: Has not the productive capacity of the farm materially increased since 1869?

A: Yes, more than double.

Q: Who has had the management of the farm since 1869?

A: Mr E. R. Williams

Q: Who paid for the improvements?

A: I don't know.

Q: State, ~~what~~ if you can, what the rents and profits of the farm have been since 1869 to the present time?

A: I should say about \$1575.<sup>00</sup>

Q: Do you know who received the rents & profits of the farm?



A: I do not.

Q: State, if you can, what members of the family have lived on the farm since the death of Mrs Eliz: Williams?

A: Mr Williams and his <sup>seven</sup> children lived there up to the time of the marriage of his daughter, Anna, at which time she left. the rest of the family continued there up to the time of the marriage of his son Jas. P. Williams, at which time he left. Sarah E. (daughter) was the next to leave. ~~Char.~~, ~~(son)~~ <sup>Edw. M.</sup>, son, left next. Char. (son) left next. Wm. L., son, left next. and Emma F. daughter. was the last to leave.

Q: When did Emma F. leave?

A: About 1 year ago.

Q: State, so far as you know, what difference has been made in the treatment of the children. Have they or have they not all shared and fared alike?

A: They have all been treated alike, so far as I know.

Q: State whether or not you know that the conduct of Mr E. W. Williams towards his daughter Emma, was such as to force her to leave?

A: If it was I knew nothing about it.

Q: Mr Joyner, State, if you know, whether or not the habits of Mr E. N. Williams have been the same for the past year as for the several years preceding?

A: They have been the same as far as I know.

Q: State whether or not you are well acquainted with Mr E. N. Williams. and if so, what are his habits, so far as you know them?

A: I am well acquainted with Mr Williams and he is a peaceable man, so far as I know.

Q: So far as you know, what has been Mr Williams conduct or treatment to his children, has he been kind or harsh?

A: He has always been kind to them so far as I know.

Crop Examined by Deft's Counsel.

Q: Is it not a fact that since 1869 up to the present time, that most, if not all the lands in this section have naturally greatly increased in value?

A: ~~The most~~ <sup>greatly</sup> of them have <sup>increased in value</sup> ~~improved~~.

Q: From 1869 up to a few years ago, the timber on land was considered of very little value unless near transportation to market.

A: I don't suppose there was any sale for timber in 1869.

Q: Then, do I understand from your answer



(3)

that on account of the increased in value of timber, that the market value of this farm, up to the time the timber was cut has increased \$1000. in value on account of the timber.

A: He told me he got \$1000. for the timber, which was not salable twenty years ago.

Q: Has this farm, which we are speaking of, increased more in value, in proportion, than yours and other well kept farms in that section?

A: I think it has <sup>somewhat</sup> because he has put more beans on his farm than I have on mine.

Q: Who has had the management of the farm since 1864.

A: Mr E. N. Williams. and I supposed he received the rents and profits. but don't know.

Q: You state in your examination in chief that Mr Williams and his children lived on this farm. did they assist him in working the farm and helping to improve it in various ways?

A: Yes, they worked on the farm and helped to improve it and make the improvements thereon.



Q: Is it not a fact that ~~office~~ Mr Williams took charge of the farm in 1869. ~~that some~~ some of the building erected were put in place of some he took down?

A: I think he tore down and also smoke house or shelter, which nearly rotten. and I suppose he did so because it was rotten.

Q: Did he not also take down a double frame house, Office and Stables?

A: Not that I know.

Q: Has not the land naturally increased in value since 1869.

A: It has increased in value, on account of the manure put on it. but naturally, would sell for more now than in 1869.

Q: Do you know why it was Emma F. Williams left her father?

A: I do not.

And more this deponent sayeth not.  
Witness <sup>his</sup> hand & seal  
H. Joyner

The Witness Henry Joyner, being duly sworn deposes as follows:

Q: What is your age, residence & occupation do you know the parties to the suit and the land in the bill mentioned?

A: My age is 39 years. reside in this County,



am a farmer, knew the parties to the suit and the land in the bill mentioned.

Q: Have you heard the foregoing evidence of Mr. Mores-Joyner, and if so, do you corroborate and substantiate the same?

A: I have heard his evidence and corroborate the same with these exceptions: namely - within my own knowledge the improvements placed upon the farm are, (within my opinion) about \$495.<sup>00</sup> in value - and as to the rents for the first five years, I was too young to form an idea, as to a fair rent for the place - for the next five years, I should regard \$60.<sup>00</sup> per annum as fair rental - and for the last ten years, \$150.<sup>00</sup> per annum. I don't think all the farms in the neighborhood have increased in value, but a majority of them have.

Q: State whether or not you and Mr. E. St. Williams' children, in your childhood days and the days of your youth associated much together, frequently visiting each other, and if so - State, if you know, what was Mr. Williams' conduct towards his children?

A: We were together very often. Mr. Williams seemed to be very kind to them. I never saw him mistreat any of them.



Q: So far as you know, has Mr Williams treated his daughter, Emma Frances, as kindly as he has his other children?

A: So far as I know. he has. I never saw any difference.

And further this deponent says etc not.

Henry Joyner

The Witness, Willio J. Joyner, being duly sworn, deposes as follows:

Q: What is your age, residence + occupation. do you know the parties to this suit and the land in the bill mentioned.

A: My age is 26 years. reside in Punchampton Co. I know the parties to the suit and the land mentioned.

Q: Heard the evidences of Mr Morris Joyner and if so, do you corroborate the same?

A: I have heard the evidence of Mr Joyner and substantiate the same, with this exception, to wit: In my opinion the improvements placed upon the farm are of the value of \$1095.00, and as to

Q: State the rents, I do not know, except that I think \$125.00 per year for the last five years. would be a fair rent, I was too young to know previous to that time.



Williams

155

no }  
3 }

Stat. Rules

Williams + others

Edwin A. Williams - Plff

(4)

Emma Frances Williams.

Jas. F. Williams - E. M. Williams.

Wm. L. Williams. Charles

Williams - Elijah Joyner &

Marianna, his wife. Saml.

Davis & Martha C. his wife. } Drfts.

1890. Mich 24. Procep ip? to 1<sup>st</sup> April Rules.

" 1<sup>st</sup> April Rules: Procep ret? Executed.

Bill & Ex: filed.

decree nisi.

" 2<sup>d</sup> " "

" Bill taken for Confesd.

and Cause set for  
 hearing.



The answer of Emma Francis Williams  
to a bill in chancery filed in the  
circuit court of Southampton County  
Va by Edwin N. Williams against her  
and others at the 12<sup>th</sup> April Rules 1890

This defendant for answer to the said  
bill or as much thereof as she is  
advised that it is material for her  
to answer, answering says it is true  
as alleged in the complainant's bill  
that during the year 1869 Elizabeth  
Williams deposed this life after  
having made and published her  
last will and testament. That com-  
plainant's children then being young  
they very naturally permitted him to  
take charge of the farm mentioned  
in the said bill. That at that time  
complainant had very little means  
if any, nor complainant was in  
debt. hence was in no condition to  
put such improvements on the farm  
or he states. That he continued to  
work the farm & get a support therefrom  
for several years until his children  
got old enough to take charge of  
and work the same. That up to that

time there had been little or no improvement in the farm. but when the children took charge & commenced working it, then a change took place, the soil was mounded and tilled judiciously, needed buildings were erected & old ones repaired. The place put & kept in order. The work done by the children and the returns from the farm accomplished these results. That it is not true that complainant spent large sums & paid for all these things. on the contrary complainant incurred but little of the expense. in return for which he received not only a good support. but all the profits were paid to him. Thus amply compensating him for anything he had done or expended on the farm. That in the last few years nearly all complainant's children have gone away & that since then the farm under complainant's management instead of improving is getting to be as it was when his children first took charge of it. That from the time complainant took charge of the



from in 1869 your respondent  
having lost her mother had placed  
upon her the burden of looking  
after her younger brothers & sisters  
attending to the wants of a large  
family. aiding and assisting com-  
plainant not only in household  
matters. but in attending to the farm  
that she had but little time to go  
to school. so continuous & arduous were  
her duties. that she continued  
to live with complainant and  
work for and aid him until re-  
cently his conduct he compelled  
her leave him. she deeply regrets  
that he should have brought  
about this unfortunate difference  
and your respondent states  
that in return for all the above  
services all she ever received  
was a scanty support. She further  
states that the said will dis-  
tinctly states among other things  
"I loan to my son Edwin N. Williams  
and his single daughters jointly or  
such as may then be single the  
plantation upon which they  
now reside and all the chattel

property that may be upon said plantation. said plantation and said property is hereby loaned to them for their use but not to be subject to any past or future debts of theirs and is loaned during the lifetime of said Edwin N. Williams and during the single life or lives of his daughters as a home for the use of him & them and for no other purpose". and now when the will thus distinctly states that said property is not to be liable to any past or future debt or for complainant to come in & try to subject the same to his debt which debt as above stated this respondent most emphatically denies, and thus sell the same & deprive your respondent of her home would be not only extremely unjust. but would be contrary to the plain dictates of the said will. Your respondent has yet to learn that it is legal or right for a person to improve another out of his property. She also states that the form can easily



be divided between complainant  
and herself. That she has been and  
is now ready to consent to any fair  
division of the same. That she is a  
poor woman and has no means  
of support except such as she  
may get from the said farm  
and her daily toil. That she  
prays that the court will appoint  
commissioners to divide the said  
farm between her and her father  
and allot one half thereof to him  
and one half thereof to her. and  
that the court would also appoint  
a receiver who should take charge  
of the same until it is divided,  
collect the rents and profits  
thereof and pay unto her her  
share thereof <sup>to her father his share thereof</sup> and having thus  
fully answered she prays hence  
to be dismissed with her costs.

E. J. Williams

Virginia

Southampton County to wit  
I W. H. Parker a Commissioner in Chancery  
for the circuit court of the County &

state aforesaid hereby certify that  
E. F. Williams personally appeared  
before me in my county aforesaid  
and made oath that the allegations  
contained in the foregoing answer  
which she makes of her own  
knowledge are true and all other  
matters therein stated she believes  
to be true. Given under my hand  
this 3<sup>rd</sup> day of May A. D. 1890.

Wm H Parker,  
Com'n in Chancery

---



Williams

vs  $\frac{3}{3}$  Petition of Edwin N. Williams.

Williams &c.

In this cause your petitioner Edwin N. Williams represents to your Honor as follows. That by decree entered in this cause at the New Term 1890, it was among other things ordered that the sum of \$600 be allowed your petitioner for permanent improvements put on the farm upon which he resides, which sum was made a lien and charge on the whole of said farm. That the same was not to be collected during the lifetime of your petitioner, but the same was to be his in fee simple, and was to bear interest at six per cent from July 1. 1891. The interest to be paid annually, one half from the part of the land to be assigned your petitioner and one half from the land to be assigned to E. F. Williams. That the land has been regularly assigned to your petitioner and E. F. Williams, but your petitioner has not been able to collect any of the interest from the land assigned to E. F. Williams. It is now more than three years in arrears, and your petitioner knows of no way of collecting the same except by the aid of this Court. He therefore prays your Honor to enforce the decree heretofore rendered so that justice

May be done your petitioner,  
and as in duty bound to  
May it please the Court,

Edwin H. Williams  
by Counsel

May 5. 94.

Williams

vs

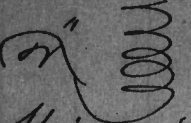
Williams & others

Petition of E. H.

Williams



Williams

or  Court's Report.

Williams & als:

1890. Nov. 5. filed.

B. F. McLeod & Co.

To the Circuit Court of Southampton Co.  
Mr. J. D. Peetow, Jas. H. Desany and Geo. A.  
Bryant and John A. Wendley, Commissioners  
appointed by a decree of the Circuit <sup>Court</sup> of Southampton  
County, entered at the May Term 1890 in the Chan-  
cery Cause of Williams & Williams & als:  
to divide the land whereon Edwin N.  
Williams resides into two equal parts,  
having regard to quantity and quality.  
between Edwin N. Williams and Emma  
F. Williams. Report to Court. that we find  
that the land can be divided, but with  
some difficulty. First: we recommend  
that the woodland land be used in com-  
mon by each party, for plantation pur-  
poses. 2<sup>nd</sup>, that Emma F. Williams take  
that part of the <sup>cleared</sup> land lying east of the  
Jerusalem road and to a point in the  
field indicated by a small Sassafras tree,  
thence a straight line nearly South to  
a ditch at or near a Persimmon tree.  
thence along said ditch to the woods.  
dividing the field into two parts, the eas-  
tern most part of which is to be taken by  
Edwin N. Williams. together with all  
the rest of open land. except a small  
field south of Emma F. Williams' house



known as the Archer field, <sup>which is allotted to Emma F. Williams.</sup> The path through  
the field allotted to Emma F. Williams is  
to be kept open, and free ingress and egress  
allowed to the owner or occupier of the rest  
of the farm. That Emma F. Williams  
is to keep up the gate at the road, and  
Edwin F. Williams is to keep up the gate  
at the lower end of said path or field.  
where Emma F. Williams' line fence is  
or may be.

Respectfully submitted.

L. W. Bretton

J. H. Devany

S. J. Bryant

Commiss.

Executed Aug. 30<sup>th</sup> 1901 by delivering a copy of  
this notice to Emma Williams the defendant

L. W. West Deputy for

J. W. Williams  
L. W. West

Form No. 800 $\frac{1}{2}$ .

Williams, Geo.

vs.

} SUBPENA  
IN CHANCERY.

Williams Emma F.

J. B. Pringle room p. q.

To 1st September Rules.

1901 Circuit Court.

Served. Aug. 30, 1901.  
By L. W. West, Deputy  
for J. W. Williams  
Sheriff

(1)



The Commonwealth of Virginia,

To the Sheriff of the County of Southampton Greeting:

WE COMMAND YOU, That you summon Emma F. Williams Defendant

to appear at the Clerk's Office of the Circuit Court of the County of Southampton at the rules to be held for the said court on the 1st Monday in Sept. 1901 to answer a bill in chancery exhibited against her in our said court by Jas. F. Williams, Executor of E. F. Williams, dec'd.

And have then there this writ. Witness L. A. Gay, Clerk of our said court, at the courthouse, the 30th day of August 1901, and in the 126 year of the Commonwealth.

Teste: L. A. Gay, C. C.

Williams

no } Spa in l by

Williams

---

1890, 8, Oct Oct

Complete

Specimen Oct 7  
1890 in delivering

a copy of the Spa  
to each of the citizens  
named below.

J. W. Williams  
Shy

X



THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

*Moses Jaymen Henry Jaymen  
Willie Jaymen & John Handley*

*B. F. McLeMORE* *Comr in Chg of the* *Clerk's Office*  
to appear before the ~~Judge of our~~ *Circuit* Court of Southampton County, at the *Courthouse*  
thereof, on the *8* day of *Oct* ~~Term~~ *1890*, to testify and the truth to

speak on behalf of *Edwin C. Williams*

in a certain matter of controversy in our said Court depending and undetermined between

*Edwin C. Williams*, plaintiff, and  
*Emmal Frances Williams*, defendant.

And this *they* shall in no wise omit under the penalty of the law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this *4* day  
of *Oct*, *1890*, in the *114*th year of the Commonwealth.

TESTE:

*B. F. McLeMORE*, C. C.

Williams 147  
m 31<sup>st</sup> Dec  
Williams &c

---

1890 May Term  
To be entered,  
C. W. Hill

Aug 12

Entered



Williams

101 3 Decree.

Williams &c.

This day this cause came on to be heard on the Complainant's bill, taken for confessed as to all the defendants, except Emma F. Williams, who <sup>at</sup> the term of the Court filed her answer, with general replication to said answer, the exhibits filed and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that a Commissioner of this Court take an account of the value of the farm upon which Edwin N. Williams now lives, at the time of the death of Mrs Elizabeth Williams, and at the present time, also an account showing what improvements have been put upon said farm between the above intervals of time, the value of such improvements & by whom paid for. an account of the rents & profits of said farm between said intervals of time, by whom the same have been received & how disbursed. an account showing what amounts Edwin N. Williams has paid from his own funds in keeping up said farm between said intervals of time.

which ascends the said Court  
will audit and report to Court  
together with any other matters  
specially stated deemed pertinent  
by him self or which may be  
required to be so stated by any  
interested party. The Court doth further  
decree that J. P. Putnam, J. W. A. Humbley,  
<sup>S. J. Bryant</sup>  
~~Osborne White~~, J. W. Long & J. H. Leavary  
be they are hereby appointed Commissioners,  
any three of whom may act to make  
partition of the said real estate in kind  
between the said parties if the same can  
be conveniently done, and if it cannot  
be conveniently divided in kind, <sup>then to report</sup> whether  
either party will take the entire property and  
pay to the other party such a sum of  
money <sup>as</sup> ~~and~~ their interest therein may  
entitle them to. Which reports the said  
Commissioners will make to Court with  
such other matters as they may see fit  
or that may be required by any interest-  
ed party so to state.







Southampton Circuit Court:

May Term 1894.

Williams

vs.

Decree.

Williams &c.

This day this cause came on to be again heard on the papers formerly read, and the petition of Edwin N. Williams, dated May 5. 1894, and filed during the term by leave of the Court.

On consideration whereof the Court doth adjudge, order and decree that unless the interest that was chargeable to the land assigned to E. F. Williams and that is now in arrears from Jan'y. 1st. 1891, to wit: the sum of \$54. be paid to E. N. Williams on or before Dec. 24. 1894, and the accruing interest be paid as it becomes due hereafter, that J. W. Williams, Shff. of Southampton County be appointed a receiver to take charge of the land that has been assigned to E. F. Williams, and that he rent the same out from year to year until the said interest in arrears as aforesaid and the <sup>interest</sup> to become due shall be fully paid. Said Williams Receiver will report to Court. And it is further ordered that a copy of this order be served upon E. F. Williams on or before Aug. 1st 1894, by the Shff. of this County.

A Copy:

Teste:

T. M. Howard C. C.



William Exor.

n. 3 Dene

William,

---

Enter this Oct

8<sup>th</sup> 1911  
~~Robert H. Smith~~

The Court -

J. P. Prince Son  
Att. for Plaintiff

J. W. Prince Jr.  
Att. for Defendant

Enter 20 - 397

Jas.F.Williams, ~~###~~ Exor of E.N.Williams, deceased.

Vs.

Emma F.Williams.

By consent of parties in term entered of record it is ordered that this cause be submitted to the Judge of this Court for such decision and decree in vacation as might be made therein in term.



William

in 3 decree.

William &c

This day this cause came on to be again heard on the papers formerly read, the deposition of A. J. Jones & others filed Nov. 1. 1890, the report of Commissioners J. D. Pritchard, J. H. Deering and G. T. Bryant, making partition of the real estate wherein E. N. Williams, now resides between said E. N. Williams and Emma F. Williams, to which there is no exception, and was argued by Counsel. On consideration whereof the Court <sup>without</sup> ~~and~~ <sup>confirming</sup> the said report, and by consent of parties, it is adjudged ordered and decreed that all matters in dispute in this suit be settled and adjusted by allowing E. N. Williams the sum of six hundred dollars for the permanent improvements he has put upon said farm since his mother's death to the present time, which said sum is made a lien <sup>and charge</sup> on the whole of said farm, but the same is not to be collected during the lifetime of said E. N. Williams, the said sum is to belong to said Williams in fee, and is to bear interest at six percent from Jan'y 1. 1891, and the interest is to be paid annually, one half from the part of the land <sup>to be</sup> assigned to said E. N. Williams and one half from the land to be assigned to E. F. Williams. By consent it is also ordered that as and for her whole share

Williams 136  
m 3<sup>rd</sup> Dec  
Williams &

1890 for Term

To be entered.  
M.C.

Nov 7. 1890.

Emk

We consent to this  
order

Primer & Shure  
for recd.

Shands Son for  
E. F. Williams

of the said of said for 1890 the said E. F. Williams  
is to receive from said Williams on or before pay  
1.1891 the sum of \$44.00  
And the settlement of the division of the  
land is left open for further order



Williams }  
v. } Deane.  
Williams }

This day this cause came on to be further heard upon the papers formerly read and upon the exceptions of E. F. Williams to the report of the Commissioners making partition of the real estate in the bill and proceedings mentioned between E. N. Williams and E. F. Williams, and was argued by counsel. On consideration whereof, the Court, by consent of parties through their counsel, doth adjudge, order and decree that the said report of the Commissioners be and the same is hereby confirmed with the modification and amendment that the said E. F. Williams be allowed to remove her line-fence at the eastern end of the field to a sufficient distance to give her five acres additional to the lands allotted to her by the said Commissioners, the said fence, when so removed to be in a line parallel to its present location, but this said line-fence is not to be thus removed prior to the 1<sup>st</sup> day of February 1892 - And permission is hereby given the said E. N. Williams to remove ~~any~~ <sup>that may be on</sup> and all of his fence-sails ~~from~~ the five acres additional thus assigned the

said E. F. Williams, provided the same shall be removed by the 1<sup>st</sup> day of February 1892 - And when the said line fence is removed as hereinbefore provided, the said E. N. Williams shall have the right to remove the gate now on said line fence to the point where the extension of the path through the said five acres shall intersect the new line fence when removed as hereinbefore provided - And the width of the path through said field shall be 10 feet - ~~And as to all other matters this~~ And in the event the parties are not able to agree as to the proper location of said line fence in order to make the five acres additional hereby given the said E. F. Williams, they are hereby authorized to employ a competent surveyor to locate said line <sup>fence</sup> in accordance with the foregoing <sup>the costs of his services to be equally borne by said parties</sup> direction - And as to all other matters this cause is continued.

Williams  
v. E. F. Williams

Nov. Term 1891  
To be entered -  
C. M. J.

We consent to this, Dean  
Prince & Deane, N.Y.  
Shand & Son for  
E. F. Williams

Entered



William

on 3 Dec

William

This day the Cause came on to be again heard on the papers formerly read, and the petition of Edmund H. Williams dated May 5, 1894, and filed during the term by leave of the Court.

On consideration whereof, the Court doth & Judge order and decree that unless the interest that was chargeable to the land assigned to E. H. Williams and that is now in arrears from July 1, 1891, to wit the sum of \$54, be paid to E. H. Williams on or before ~~Dec 25~~<sup>Dec 24</sup>, 1894, and the accruing interest be paid as it becomes due hereafter that J. W. Williams, Sheriff of Southampton County be appointed a receiver to take charge of said land that has been assigned to E. H. Williams, and that he rent the same out from year to year until the said interest in arrears as aforesaid and the interest to become due thereon be fully paid. Said Williams, the receiver will report to Court. And it is further ordered that a copy of this order

-1909-  
Williams  
m 3 Deer  
Williams &

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1894 May Term  
John W. Wines.  
Cmt.

Entered 664

he served upon S. F. Williams, on a before  
Aug 1, 1894, by the Sheriff of the County.