

1882-002 Chancery Causes: James Branch vs James A. Williams
Isle of Wight County

Folder 1

other surnames: Jones,
Young, Wills, Gale,
Lawson, Rife, White,
Spratley, Nelms, Casey,
Adams [Branch & Williams],
Chapman, Clarke

G. R. Atkinson pg.

Branch

3 Chy. Haps.
7.

vs.

Williams tal.

May 5th filed in
Chy. office

June Rules - deorsu non

July Rules, 1869. set
for hearing.

Octo. 1869. Inj. ind. filed
& deorsu for act.

May 1870 - Cond.

6

Hayden
 James Branch
 v. 3 Bill of
 indignation
 James A. Williams

Dec. 15th 1842 - Bill re.
filed & Bond Egd. &
sum. cert. ing. ^{re} signed.

Janey. Rules, 18th / 3, Sec. 1. Ed.
+ decem. n. n.

July, Keeler. - Bill taken for
coups? & set for hearing.

April term 1882.
- taken from the docket
under the scorn year law.

Dec. 4th 1872 at Law -
To the Clerk of the
Domestic Court of County
of the City of Va.
J. B. B. 1872

Heard

may be completed & the balance due from said
defendant ascertained & such balance
applied as far as necessary to the satisfaction
of said bond & payment of the excess after
such satisfaction deemed your complainant =
& that such further relief in the premises
may be granted your complainant, as the nature
of the case may require & to the court may seem
meet, & your complainant will ever pray &c
Hayden per

State of Virginia

Shelby County Court to wit

I a

W. Chapman a Notary Public
for the County aforesaid do certify that James
Branch personally appeared before me in my
said County & made oath that the statements made
in his foregoing bill, so far as made on his own knowl-
edge are true & so far as made upon knowledge or
information derived from others, he believes them
to be true.

Given under my hand this 29 day of November
1872 -

W. Chapman
Notary Public

5-11/2
I your complainant's sickness his crop is unfit for
the market & if sold to satisfy said execution in
its present condition the same would be greatly
sacrificed, consisting as it does chiefly of
ground peas on the vines, or if picked & pre-
pared for market by the Sheriff, the value of the
crop would be consumed in costs -

In consequence of your complainant's poverty
it would be ruinous & oppressive, to sell his
only property on which his family depend for
support, to pay a debt to one who on a settle-
ment of accounts will be found largely in-
debted to your complainant, from which
settlement of accounts your complainant
has been prevented by the laches of the defen-
dant & the visitation of God -

In tender consideration whereof & for as much
as your complainant is without remedy at law
& can only be relieved by the aid of this honorable
Court of Chancery where matters of this sort are
cognizable, to this end your complainant
prays that the said James A Williams
May be made a party defendant to this bill
& be required to answer the same & that the said
James A Williams be restrained & enjoined from
any further proceedings on said execution &
judgment until the further order of this
Court & that said partnership accounts

1st

That the suit at law on said bond growing out of said partnership transactions, before the settlement of said partnership transactions and while there was an unexecuted decree for the settlement of the same in a pending suit, was illegal & unjust to your complainant -

2nd

That but for the failure of the said defendant to attend before the Commissioner on the day appointed for taking said account, the same would have been completed in time to have plead the balance which on the settlement of said partnership accounts would have been found due him as an offset in said suit at law & that it would be iniquitous & unjust for the said defendant to take advantage of his own laches

3rd

That the bodily & mental prostration caused by sickness as aforesaid incapacitating your complainant from having said account made up after the neglect of the defendant to attend as aforesaid & from defending himself at law was a surprise on your complainant -

4th

Your complainant is a very poor man dependent on his daily labour for his daily bread, that the execution aforesaid has been levied on the crop made by your complainant as a tenant on another land, & is hence subject to a lien for rent. That owing to the ^{dampness &} lateness of the season

counsel being present, for that reason the
commissioner did not then proceed to make
up said account. That your complainant
was informed that his counsel though then
absent was expected to return within a few days,
& he requested a friend to see his ^{general} counsel to at-
tend to the case, or if his counsel should be
absent to retain another attorney. That soon
after the service of the writ in the said suit
at law, & before the case was ready for hearing,
your complainant was stricken down by disease &
was completely prostrated both physically & mentally,
& utterly incompetent to attend to any business -
indeed he was so low as to be despaired of & was
entirely oblivious of all business matters & so continued
for a long time & is now within a few days able to
walk - that owing to said mental prostration from
disease your complainant was not only ~~in~~ in
person a by agent unable to attend to any business, but
from such mental prostration was oblivious of the
whole matter & was only reminded of it within a few
days when still too feeble to attend to business he was
visited by the sheriff with an execution on a judg-
ment by default on said Bond at the October
Term 1872, a certified copy of which judgment
marked B is herewith filed & prayed to be taken
as a part of this bill. That the sheriff has levied
said execution on the chattel property of your complain-
ant -

Exhibit

B -

Exhibit

A

I prayed to be taken as a part of this bill -
That the said decree has been referred to a
Commissioner of this Court for Settlement;
but the a/c's directed by said decree have
never been completed - That on a proper
Settlement of said accounts, the said Williams
will be found indebted to your complainant
in a large amount far beyond the balance
of \$ 300.00 due on the bond aforesaid -

That notwithstanding said partnership a/c's
were unsettled I well knowing that on the
Settlement of the same, he the said Williams
would be largely indebted to your complain-
ant, he the said Williams nevertheless while
the said suit was still pending & the said
accounts were before the Commissioner for
Settlement, instituted a suit on the
Common law side of this Court on the Bond
aforesaid, growing out of the said partnership
Transactions. That on the service of said writ
your complainant went immediately to the commis-
sioner who had said partnership a/c's for settle-
ment urged the completion of the same -
That said commissioner thereupon appointed a
day for making up the same & your complainant
was informed gave notice to the counsel of the
said Williams - That on the day appointed
your complainant appeared before the commis-
sioner, but neither the said Williams or his

paid off with the exception of about \$30000 on
the said trust debt. That on or about the 1st day
of December 1868 the said partnership was dissolved
^{by mutual consent}
That during the two years said partnership con-
tinued your complainant contributed to the
said partnership business a large quantity of
corn, fodder, bacon, hogs, cattle & other articles
necessary to said partnership business at the
request of said Williams amounting to a
large sum of money & the same were used
& consumed in the prosecution of said partner-
ship. That the proceeds of sale of the crops made
in the prosecution of said partnership were at
different times applied to the payment of the
Bonds given by said partners for the credit por-
tion of the purchase money. That there has
never been any settlement of the partner-
ship transactions of said firm, such settle-
ment being always resisted & refused by
the said Williams. That in consequence of
such refusal, your complainant was forced
to resort to a court of chancery for that pur-
pose. That a suit in chancery is still
pending in this court between your
complainant & said Williams, in which
suit a decree has been rendered for the settle-
ment of said partnership transactions, a copy
of which decree marked A is herewith filed

To the Honorable George Blaw Judge of the
Circuit Court of Law & Chancery for the County
of Isle of Wight in Chancery sitting;
Humbly complaining, sheweth to the court -
your complainant James Branch, that in
the year 1865, your complainant & one James
A Williams, the defendant hereinafter
named, entered into & formed a copartnership
in the County of Isle of Wight, for the purpose
of farming, planting & raising agricultural
products - That in pursuance of said partner-
ship purposes your complainant & said
Williams purchased a tract of land in
said County, the said Williams paying the
whole amount of the Cash payment on said
land, by a previous agreement with your
complainant in contemplation of said partner-
ship, advancing your complainant $\frac{1}{2}$ of
said Cash payment, as the said partners were
to be equally interested in said farming partner-
ship, to secure which advancement your com-
plainant executed a deed of Trust on said
complainant's interest in said land - that by
the foreclosure of said deed of Trust & the pay-
ments made thereon out of the partnership
funds of said firm, the debt secured by your
said complainant's deed of Trust, & the deferred
credit payment on said land have all been

See of Wight-County to wit:

This my personally
appeared before me to wit W. H. Hatcher a justice
of the peace for the County aforesaid James M
Williamson whose address is above written and
made oath that the statements made in said
return, to give no notice of his own knowledge,
are true: and that such statements are in
accord therin from the records or information
derived from others he believes to be true.

Given under my hand this 1st day of May 1868

Dixon W. Hatcher J. P.

Branch

No 3 } answer of
" } Defendant
Williams

And this defendant will ever pray to
James A. Williams Esq
Esq. P. Clarke his atty.

with, and threatened the life of this
defendant, ~~and has been~~ ~~disposed~~
~~in the presence of this defendant's wife~~
~~to perpetrate some violent act~~ ~~with this~~
~~substance~~. All of which doing this defend-
ant insists that he ought not to be ex-
pected to live with patience, but ought
to be allowed to rid himself of us soon
as possible, and he therefore prays that
said order of injunction be dissolved &c. and
that he may be allowed to enforce a sale of
said property under said deed of trust,
and if this can not be done, he asks either
that partition of said land and premises
between the plaintiff and this defendant
~~at once~~ be decreed at once, or that
if it shall be adjudged to be partnership
property, so that this defendant can
not obtain the relief he seeks, he respectfully
asks that a receiver may be appointed
at once to take charge of all said part-
nership property including said land, to
sell the same out & out on such terms
as the court may deem proper and to
settle up all of said partnership transac-
tions as soon as possible on almost
any condition in life would be preferable
to that in which this defendant
is now compelled to live.

remainder of said payment amounting to about \$1250. was made by this defendant out of his own money part of which he borrowed and expended therefor his own individual bonds for which said Branch is in no way responsible.

The said plaintiff further states in his bill that he has commenced by the inclement & consent of this defendant, the cultivation of a part of said land for his own use, and has been at great expense &c. therein all of which this defendant denies. On the contrary said plaintiff does not ask and has not asked the consent of this defendant for several months, to any of his proceedings. He seizes said land for his own use as he chooses without asking or consulting this defendant, and acts in the same way about every thing else on the place regardless of the rights and interests of this defendant. He shuts up doors in the dwelling house, shutting this defendant and his wife out of the rooms, and yet he refuses to allow them to have a room to themselves but persists in keeping some of his own property or furniture in each one of the rooms so that the doors thereof shall not be closed against him. He has repeatedly quarrelled

their quantity or value was by any means so considerable as to affect the balance on a settlement of these accounts in the manner he mentions. This defendant is now and has been at all times, ready, willing and desirous to have a fair settlement of all these matters, notwithstanding the charge in the plaintiff's bill to the contrary, and is willing to apply whatever balance (if any) there may be in favor of the plaintiff on a fair settlement, to his credit on said bond, but he denies that the result of a fair settlement could be such as is stated in the plaintiff's bill.

So much of said bill as charges that a sale of said undivided moiety of of land must result in a partition of the property &c. this defendant denies, as also he does that portion which charges that the said amount of \$2,000, the balance due on said bond to said Henry Jones has been paid, all paid off and discharged by partnership funds. In regard to said last mentioned charge, this defendant avers that all of said debt of two thousand dollars (for which two bonds were given instead of one as stated in said bill) has been paid off except about \$250. now due on the last bond and that only about \$500 of said payment was made with partnership funds ^(so called) and that the

of the City of Norfolk, have presented an order of injunction enjoining this defendant from making such an appearance. Where said defendant was again compelled to arrest the suit, being taken up by an order of injunction from Judge Common and also by a military order of Genl. Webb both of which he was required to obey, and neither of which have he ever seen or been able to see. This defendant is horror stricken and astounded at these proceedings and can not refrain from respectfully asking this Court if there is any law, equity or justice therein.

The plaintiff in his said bill charges that he brought into the partnership a large quantity of Corn, fodder, bacon, hops, cattle and other articles amounting to a large sum of money and contributed his manual labor in cultivating crops &c. largely above what his duty or obligation required him to do, and that upon a just and true settlement of all these accounts, the balance will be largely in his favor and will avail largely to the discharge and liquidation of the said bond of \$2500., if it would not pay it off entirely. To all of which this defendant replies that he admits that the plaintiff brought on the place, some of the articles above mentioned, but denies that

same deed of trust, and said trustee accordingly advertised the same for sale on 23rd Dec^r 1868. But before the day arrived the wife of the complainant who was then very ill, appealed to this defendant & his wife to postpone the sale for her sake & thereupon & on that account this defendant did countermand the instructions to his trustee. On the 26th day of Jan^y 1869, death put an end to her sufferings and this defendant as soon thereafter as it was proper to do so, again instructed his trustee to make sale, which he advertised to do on the 8th day of April 1869. On the day of sale however this defendant was served with a military order from the Head Quarter of the first Military District which is herewith filed marked "A," requiring him to stay the sale until Monday 12th April, about which time he received a notification signed by Dixon W. Kitchen, J. P., which is herewith filed marked "B," notifying him among other things that ~~the~~ by the order of Maj. Genl. A. S. Webb, Commanding first Military District he the said defendant was enjoined and restrained from selling the said land according to the prayer of a bill on which it appeared by said notification that Hon. C. M. Worrum, Judge of the Hustings Court

and had amply sufficient reason to be so. Matters continued to grow worse and this defendant & his wife were constantly compelled to witness his brutal & shameful treatment of her until they could no longer remain silent, & then it was that this defendant became dissatisfied as in ^(the) plaintiff's bill alleged although he knows nothing of the dissolution of any partnership by mutual consent as is therein charged. Other no less objectionable traits of his character also began to develop themselves, and this defendant discovered the awful mistake he had made when too late to remedy it. In the mean time the health of the plaintiff's wife failed her & she sank into a deep decline. As it became apparent that she could not long survive this defendant & his wife did every thing they could do - made every sacrifice they could make - to render her cheerful & smooth her passage to the grave. Toward the close of the year 1868, this defendant becoming heartily sick, tired & disgusted with the life he was living, and thinking that he could not endure it another year, instructed his trustee to make sale of the interest of said plaintiff's interest in said land which had been conveyed in

defendant therefore joined the plaintiff
in the purchase of the land aforesaid &
removed thereto, about which time the
plaintiff and his family also moved
on said land and in the same house
with this defendant & his wife. This de-
fendant, as he has since begun, did not
regard the purchase of the plantation as
a partnership transaction, nor did he
intend, strictly speaking that their farm-
ing operations should be a partnership.
He and his wife looked upon the wife of the
complainant as their child, and they ex-
pected & intended to be liberal with her &
husband. This defendant therefore took
no precautionary measures to protect his
interests as against the plaintiff, save the
single one of taking his bond ^{for the value of \$2,000} & having it
secured by deed of trust, and even this
was rendered necessary by the pecuniary
condition of the plaintiff who, this defend-
ant began to find, was very much involved.
They all occupied the same house, sat
at the same table and the questions of
mine & thine scarcely ever arose. Soon
however the eyes of this defendant and his
wife began to be opened. It being painfully
apparent to them that she whom they
looked upon as their child, was unhappy

himself are well stricken in years. They
were so unfortunate as to lose all their
children when young and they are now
childless & have been for many years. In this
condition, more than twenty years ago, this
defendant & his wife, took under their own
management & protection a little motherless
child, a niece of his said wife and
reared and nurtured her until she became
a woman. They were to her all that good doing
parents could have been & she was to them,
if possible, more than a daughter. When
she arrived at the age of womanhood, said
compliment (who was then a widow with
one child) asked ~~and obtained her hand in~~
~~marriage~~ her hand in marriage and obtained
her consent. This defendant & his wife being
kept in ignorance of his real character by his
hypocrisy & dissimulation, threw no real
obstacles in the way of the marriage, which
took place in due ~~time~~ course of time.
At that time (1823) this defendant &
his wife were living in Roanoke County Va
and said compliment was living in Coe
of Wight County about 25 miles apart,
to which place he took his wife. About the
1st of May, 1846. This defendant and his
wife, being lonely in Roanoke, consented
to remove to Coe of Wight County and this

Deed on 23rd Decr. 1868, The conveying
of said land, and the subsequent attempt to
have the same made on the 8th day of April
1869, are all admitted by this defendant,
But that said land was purchased by said
complainant and this defendant with
any view or intention on the part of this
defendant at the time, or on the part of
the complainant as far as he then ex-
posed himself to this defendant, of its be-
coming partnership property, and being
held by them as such, this defendant
doth positively deny. Although the deed
from said Dorris to the complainant &
this defendant was made jointly to them
both, yet this defendant contends that they
are only joint tenants of the land and
not partners as charged in the complain-
ant's bill. This defendant denies the pur-
chase of said land was made to carry into
effect any previously made agreement of
partnership as farmers &c. as charged in
said bill. He avers that he did engage
in the business of farming on said land
after its purchase in connection with the
said complainant. But the partnership
"so called", originated and was conducted in
the following manner to wit: This defendant
is a married man and both his wife and

The answer of James A. Williams one of
the defendants to the bill of complaint of James
Branch, complainant, exhibited in the
circuit court of Sale of Wright County against
him & others.

This defendant now and at all
times hereafter living and reserving to him-
self all manner of ~~exception~~ benefit and
advantage of exception to the many errors
uncertainties, imperfections and insufficien-
cies, in said bill of complaint contained,
for answer thereto, or unto so much thereof
as this defendant is advised is material for
him to answer, this defendant answering
saith: That the purchase of said land in
said bill mentioned of the said Henry Jones,
the price paid and agreed to be paid, the ad-
vancement of the cash payment of \$5,000. ~~the~~
by this defendant, and the execution of said
bonds for the remaining \$2,000. of the purchase
money, the execution of said deed by said
Henry Jones to this defendant & the complain-
ant, the execution of the bond of \$2,500. by the
complainant to this defendant, and the
securing of the same by the said deed of trust
from the complainant to the said H. D. Young
Trustee &c., the advertising of the said com-
plainant's interest in said land conveyed
in said deed of trust by said trustee for

Excused by delivering a true copy of the
with in the name of St. Williams & Co-
Young on the way of peace
1869

~~Attest & J. J. J. J.~~

E. A. Clegg & Co. J. J. J. J.
Attest

Branch

to the office to take possession
Hollis

James A Williams and H W Perry

Take notice that on the 22nd day of June 1869 between the hours of 9 AM
6 PM of that day at the law office of George R. Kitchinson in the town of
Emmetsburg, Ill. of Wright County, Va. I shall proceed to take the depositions of
Knaak Chapman, John E. Adams, P. B. Branch and others to be read as evidence
on my behalf, in a certain suit in equity depending in the Circuit Court for the
County of Ill. of Wright, wherein I am plaintiff and you are defendants; and if
for any cause the taking of the said depositions be not commenced on that day
or being commenced shall not be concluded on that day, the taking of the same will
be continued and continued from day to day and from time to time at the same
place and between the same hours until the same shall be completed
Given under my hand this 7th day of June 1869

James Branch
by Geo. R. Kitchinson her atty

James Branch.

28. $\frac{3}{2}$ Sum. in
Clap.

James A. Williams

To Jan. Rules 1847 3.
air. ct.

Hayden pag.

Executed by delivery
of ^{an} original copy of
this sum to James
A. Williams in
person. J. L. Lapham Off.

The bond required by the order of the Judge in this
case, being executed, the defendant James A. Williams
is imposed and restrained from any further proceedings
on the execution and out from the clerk's office of the
Circuit Court of the aforesaid County upon a judgment
of said Court rendered at the October term, 1872, in
favor of said James A. Williams against said James
W. Smith, until the further order of the Court.

Done,
at N. Y. January 11th 1873.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

We command you to summon *James A. Williams*

to appear at the Clerk's Office of the *Circuit* Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in *January* next to answer *the Bill of injunction of James Branch*

And have then there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said *Circuit* Court, at the Courthouse, the *11th* day of *Decr.* 18*79*, in the *9th* year of the Commonwealth.

N. P. Young Clk.

State of Virginia
Jesse of High Court Court

I Warren Van Dender a justice of the peace for the County of Loudoun in the
said State do certify that the foregoing depositions were duly taken, sworn to and
subscribed before me at the times and places mentioned therein this on under my
hand this 16th day of October 1889.

Warren Van Dender J. P.

Kenan K Chapman being duly sworn deposes and saith

Question What is your age and are you acquainted with the parties to this suit?

Ans I am 30 years old and I am acquainted with the parties

Question 2. What was your occupation in 1866, 1867, & 1868, and what do you know

of a partnership existing during Mr Williams & Mr Branch during those years? I was employed as Bookkeeper by Thomas Adams & Co and Thomas and Adams during those years, and know that Mr Williams & Mr Branch did business with the house buying of them and sending their produce to sell in the name of Branch & Williams. Branch & Williams account commenced Nov 13, 1866 and ended March 2nd 1868. Mr Williams directed the name of the account to be changed to Williams & Branch and from March 17th 1868 the account was kept in that name, the last item in this account is dated February 13th 1869. This account is still unsettled. The accounts here with filed and marked A & B are copies of the transactions above alluded to.

Cross examined And Mr Williams & Mr Branch or either of them have ^{individual} accounts with said firms during those years, and if you please set forth the nature and extent thereof. Ans. ~~They~~ Mr Branch did with both firms and Mr Williams also. copies of which marked C and D are herewith filed.

Q. And Mr Williams & Mr Branch or either of them during said time ship produce to Market in individual account by the Steamer Southfield or any other boat belonging to the said firms, and if you please set forth the nature and character of the shipments, by whom made, at what times, and in what quantities. Ans Nothing except what is shown in accounts marked C & D. that I know of.

And further this Dependent saith not.

K. K. Chapman

7

Mr Jas Williams

187

Dr Thomas Adams & Co

May 4 By sales stage money

6 80

16 To Cash in full

6 80

Em & Co

6 80

6 80

Wintfield Jr

16 July 1869

Thomas, Adams & Co

Wm A. Chapman

C

Mr James Branch

1847

To Thomas Adams & Co

Sept 30 Toha bag wife & front

3.00

May 15 " Puttuckum & Co

5.15

" Put on Table & Dundee

.70

17 By amt to Branch & Williams

8.85

End B^o

8.85

8.85

Yours truly

17 May 1848.

Thompson & Adams & Co

James K. Chapman

c

Mr James Branch

J. Thomas & Adams & Co

1867

May

4 By sales state money

26.92

12 By for Doctor Book

1.50

16 " for state money

26.92

" for Rachid Manus for son Manuel

5.50

" " By Sinclair for daughter Caroline
and son Billy

17.00

25 By amount to Branch & Williams

24.00

End

50.92

50.92

Wm. J. Adams

25 May 1867

Thomas & Adams & Co
per K. Chapman

c

Mr James French

1866

To Thomas Adams & Co

Sept 1 Polash on ap land

5.00

Decr 24 Pay for full 1/2 kg land

15.57

60¢ Total self in full

10.57

Smith & Co

15.57

15.57

24 Decr 1866

Thomas Adams & Co
per R Chapman

e

1866 Sales made for the Sumner Branch Exp.

Aug 1	Wm. Vining	684 gals	250		Set. 25
		Charges			
		Fright Carriage			
		Landing & Inspect.			
		To the present paid self			
				273	
				Dolls	31.52

Exp.

Finished 7th
25 Aug 1866

Thos. & Adam & Co
Jas K. Chapman

c

Mr James Branch

1866

He

J. Thomas Adams & Co

9 sold for ours & Exps
16 " " ²⁶⁷ ⁴²⁰ ¹²⁵ ⁶⁰
My kit sale 2 Bales Sticks
" Cash

8.50

8 72

3.50

13 72

17 22

17.22

ENC

16 ap 1866

Thomas Adams & Co
per R. Chapman

c

sales made for the James Branch Esq.

1866

May	15	9 Bbls Sweet Potatoes	3.25	27.75
	22	14 " do	3.25	52.50
	23	4 1/2 " do	3.25	16.88
Charges				97.13

Freight Leaning & Landage				77 1/2
May	29	50 lbs Warren & Ford house		9 00
	30	" bush to self 57, plus point 6/14 = 8 52		15 52
May	10	" paid self in full		64.85
				97.13

E. O. E.

Thomas Adams & Co

10 May 1866

e

1866

Edg^o

Thomas Adams & Co
New York, N.Y.

1866

Ende

28574
Thayer Adams & Co
Per K K Chapman

C

1865-
 Gall made for of James Branch Esq

Sept	22	1 Keg short Land	75.22 = 53 lb	cr4	12.72
Nov	3	83 lb Box Teas		cr20	10.50
		Charges			23.22
		Freight Comm ⁿ & Landage			2.28
		To be paid to your credit in af		docs	20.94

E. & O. C.

Smithfield Va
 7 Nov 1865

Thomas Adams & Co

1865-
 Mr James Branch

made with Thomas Adams & Co

Sept	26	To Leach to self		10.00
	7	" 1 Box super Flour		12.60
		By Am. Galley		20.94
		" Cash		1.66
				<u>22.60</u>
				22.60

E. & O. C.

Smithfield Va
 7 Nov 1865

Thomas Adams & Co

B

Messrs Williams and Branch
 1868
 Deaf with Thomas Adams

Dec	1	30	4 gal whiskey	err	40	9.60	
	14	"	40 Bap 8 th Irving	75		8.75	
	19	"	fat in 32 Bap Pea chut	err		7.04	
	"	"	" 8" do (C.H.D.)	err		1.76	
	"	"	" Jack fat			25	
			By error fat in 8 Bap to Jas Branch				1.76
			Suppage of fur			5.00	
1869	25	"	3 lbs Bacon	25 lb	✓	18	4.50
Aug	28	"	Cash per order				50.00
May	11	"	20 Bap		err		5.00
	13	"	6 Bap lucas	9 lb 5 lb	err	55	41.01
	"		fat 25	1.50			1.75
	"		5 Bbl Dykeman		e	625	33.75
	"		Donkey 25	fat 1.25			1.50
	15		By Lucas & Potatoes returned				28.01
			do do in a/c			264	
			By 8 Bap to Jas Branch				1.60
			" Balance				90.68
1869						172.05	172.05
July	14		Potatoes due of sundries do			90.68	

B

1868

Engo

Thos. Adams
Jas. K. Chapman

1568

Map with Thomas & James

EMG

222.66
 Thomas Adams
 Rev. K. Chapman

B

Wm Williams & Branch

deposited with Thomas Adams & Co

1868

Mar 17 3rd postage

03

May 14 " Cash

25 00

June 3 3rd postage 117th Pickers letter

25.80

1st 3rd Branch in full

77

25 80

25 80

Smith & Co

3 June 1868

Thomas Adams & Co
per Chapman

A

A

Miles Branch & Williams

1866

To Shuman, Adams & Co

Dear Sir Paid note & det to O. G. Beck

24.52

By amt of Jas Branch bal in af

10504

Paid James Branch in full

30.52

£08°

10504

10504

Frederick Tm

24 Dec 1866

Shuman, Adams & Co

Wm. A. Chapman

Continued

1868

Amount forward

151.06

124.10

July

17 To J. C. & Co. Eggs
3 for 1000000

e 35

7.00

" To J. C. & Co. for 1000000

10.00

" To J. C. & Co. for 1000000

2.00

By J. C. & Co. for 1000000

158.15

29 To J. C. & Co. for 1000000

29

" To J. C. & Co. for 1000000

105.37

1868

July

2 To J. C. & Co. for 1000000

269.25

105.37

To J. C. & Co. for 1000000

105.37

105.37

105.37

Thomas Adams & Co.
J. C. & Co.

Jals made for Mr. Branch & Williams

1866

Decr	7	8 3/4 Bbls Potatoes	c 22 1/2	24.06
July	8	1 Keg Lard 100.26 = 74 lb	c 16 1/4	11.84
		1 do 85.25 = 10 lb	c 15 1/4	9.00
Augt	20	428 Melons	c 2 1/2	10.70
Charges				55.60

Freight, Leamung, Landage & Insure^T
 To Mr. Branch & Williams

14.39
 Dollars 41.21

E. M. B.

Smithfield

17 May 1868

Thomas Adams & Co
 New York

Mr. Branch & Williams

1867

To Thomas Adams & Co

Mar	2	2 Bbls Lard 100.26 = 74 lb	Washington 50	1.55
		" " repairs watch (to Branch)		4.25
Apr	23	" 239 lb Peaches c 3p	32.59 5 Bbls c 26	33.89
May	28	By 5 Bbls		1.50
July	15	To Cash & Branch 15p	5 gals Whiskey 4.50 c 26	29.50
Nov	9	" 1/2 Bbl Lard 32.59	for Potatoes & Chicken (to Branch)	3.75
Decr	9	" 1/2 Bbl Lard 32.59	100 2 30	1.30
Jan	25	By 5 gals Staves	dry 1 ft 75	12.17
		Freight Leamung 1.76	Insure 21	1.97
May	10	" 100 Bbls 24p	50 11 lb 75 Bbls 5.50	28.00
	15	" 100 Bbls 25p	50	2.75
	17	" 100 Bbls 25p	50	2.75
		Freight Leamung		41.21
		" 100 Bbls 25p	35 7/2 Bbls	65.34
		" 100 Bbls 25p	22	3.08
		Freight Leamung & Landage		5.89
		" 100 Bbls 25p	77 Bbls 27 1/2 Bbls c 74	19.01
		" 100 Bbls 25p	3 Bbls 15 Bbls 75	7.35
		Amounts forward		151.06 174.10

1867 Jan made for of Messrs Branch & Williams

Jan	31	9 1/2 Bbls Potatoes	c 24	19 00
Feb	11	134 Bbls Seed Potatoes 1174 lbs	c 74	432.18
	18	24 Bbls Potatoes	c 24	48.00
		10 Turkeys	c 1.50	15.00
		1 fr Case		1.50
		Charges		515.98
		Freight Commissions &c		55.33
		Debit proceeds to credit on a/c		Dolls 460.65

E. M. B.
 Smithfield N.H.
 26 July 1867

Thomas Adams & Co
 Grocers & Provisioners

1867 Messrs Branch & Williams To Thomas Adams & Co

Dec	24	To Cash advanced		100.00
1867	27	" Passag. Manner & Baily		2.00
July	4	" 1/2 Bbl St James & Co for Seawater 1/2 ft		6.30
	9	" 50 Bbls c 26 134 11th 100 Bbls c 26 264		39.00
	12	" 1/2 Bbls Killing Wine 263 18th 1/2 Bbls Do 263		5.26
	18	" 20 1/2 Bbls Caster 164 9th 1/2 Bbls 90		25.4
	19	" Cash to Branch 204 25th 100 Bbls Mercant & Exp 380		25.80
		By 134 Bbls returned 11 July		34.84
	25	Draw of James Branch's a/c		24.00
	26	Debit July		460.65
		" 16 Bbls	26	4.16
		To Cash from Branch in full		294.75

E. M. B.
 Smithfield N.H.
 26 July 1867

Thomas Adams & Co
 Grocers & Provisioners

1866. Sales made for ap Branch & Williams

Nov	13	26 Bbls Potatoes	@ 2 1/4	58.50
		2 " Culls	1.50	3.00
	27	6 " Potatoes	20	12.00
Dec	17	1501 lb fine Cattle	@ 7 1/2	112.58
		2 Bns Walnuts	@ 75	1.50
	10	17 1/2 Bbls Potatoes from Jas Branch's ac	@ 1 1/4	21.88
		Charges		209.46
		Amight learn. for Land ag	28 17	
		Doct proceeds to Credit James Branch	Dolls	181.29

Smithfield, Va
24 Dec 1866

Thos Adams & Co
per Chapman

Mr James Branch

To Thomas Adams & Co

To Thomas Adams & Co					
July	23	Spent in straw butter ⁵⁰	30 th paid March for same ^{15th}	15.50	
Octo	15	" paid for shot & fit		3.50	
	17	My leach for shot			3.50
Nov	5	To farm 2 sacks salt ⁷⁰	7 th leach ^{10th}	10.70	
	19	" 3 gals Whiskey ^{9th}	26 th Woodchuck ⁷⁵	9.75	
	27	" leach ^{30th}	10 deer leach ^{20th}	50.00	
	18	" 25 Dnp	26 th	6.50	
	24	My 25 Dago	26 th		6.50
	"	for furs	Branch & Williams		181.29
	"	do	Staves		9.70
		Amount to credit	Branch & Williams	105.04	

Emilio

Smith & Co
24 Dec 1886

Shirley Adams & Co
Genl. Chapman

John E Adams being duly sworn deposes and saith that on or about the 10th Feby,
1869 just as the Steamer Smithfield of which I am the Captain was leaving her wharf
at Smithfield for Norfolk James A Williams and James Branch were seen by me
standing upon said wharf talking together. They then came to the side of the boat in com-
pany when James Branch asked me to get in Norfolk for Branch and Williams, or Williams
or Branch (I forget which) 1/2 ton of Guano and 5 Barrels Irish Potatoes. Mr Williams
was standing on the wharf about 5 or 6 feet from Branch at the time and said nothing
at all. I was standing on the Steamer about 10 feet from Branch and 15 or 16 feet
from Williams and on account of the noise made by the Steamer getting under weigh
I could not well hear Branch and had to ask him two or three times to repeat what
he said which he did in a loud tone of voice sufficient for me to hear. When the Guano
and Potatoes were brought up Williams agreed to take some of the potatoes on his own
individual account, but refused to receive them on account of Williams or Branch
saying that he did not want them in that way. I think Williams must have heard
what Branch said but do not know that he did. And further this deponent
saith not.

John E Adams

William H. Gale who was examined at his own instance by the present of parties
deposits and swears that in stating in his previous deposition that Mr Branch's
management of the farm was worth two hundred and fifty dollars a year, he meant
that such services would be worth that much elsewhere, or where Mr Branch was hired
as manager, and confined to the farm.

Question by Defendant's counsel. What do you think Mr Branch's services at this place were worth
more than Mr Williams? And not more than one hundred dollars a year

Question 2. Is there anything else in your previous deposition which you wish to correct? I wish
to say that Mr Williams brought to the farm when he came there 4 Bbls Flour, 2 half
Bbls Sugar, 2 half Bbls Whiskey, 2 barrels and 4 pounds Crushed Sugar, about the
same quantity of Coffee, 2 Sacks of Molasses and 2 Empty Sacks. The Flour
was worth about \$15 or 16 per Bbl. Sugar about 15 or 16¢ Whiskey about 75¢ a gallon the Crushed
Sugar about 20¢ of the Coffee about 18 or 20¢ of the Molasses about 75¢

Question by Plaintiff's counsel. Were these articles brought by Mr Williams when he first came down
or were they brought after ^{he and} Mr Branch met at Petersburg and how were the Flour and
Bbls marked? They were brought after Mr Williams first came. They were brought with
Mr Williams furniture, and were marked I think as the furniture was, but I am not
positive as to the manner of marking

2. Do you know whether the Flour was the individual property of Mr Williams or was it
the property of Branch & Williams. Ans It was the property of Mr Williams

3. How do you know it was Mr Williams property? I saw Mr Williams send for it
the day it was so at the time

And further this deponent swears not.

Wm H. Gale

than the earnings of Mr Williams? Ans. I suppose they were worth about One hundred dollars more.

And further this deponent saith not.

Benjamin ^{his 4} F. Adams
Munk

W^m H. Casey being duly sworn deponent and saith

Question 1st What is your age and are you acquainted with the parties to this suit?

Ans. I am 45 years old and am acquainted with the parties.

Question 2. State whether in 1865 the parties to this suit did not negotiate with you for the rent of a farm for 1866, and if so whether ~~with~~ ^{by them} negotiation ~~was~~ ^{was} individually or all partners? Ans. They did negotiate with me and I understood it to be by them as partners.

3 Did you desire this compromise from either of them alone or from conversations with both? I desired it from conversations with both. Mr Branch first spoke to me alone and afterwards he and Mr Williams came together

Joseph Examined

Did they rent ~~the~~ ^{the} above mentioned farm before or after they bought the one on which they now live? Before they ever occupied it, because of their having made the purchase of a farm. The contract for this one was abandoned at my instance
And further this deponent saith not.

W^m H. Casey

Benjamin A. Adams being duly sworn, Deposeth and saith
Question 1 What is your age and are you acquainted with the parties to this suit
Ans. I am about 26 years old and am acquainted with the parties.

Question 2 With whom did you live in 1867 and in what capacity? I lived with
Branch and Williams and farmed with them.

Question 3 State how they farmed whether separately or jointly? It was a farm business
Mr Branch had most to do with the concern. Mr Branch had one horse and a
pair of Mules at work on the farm. Mr Williams had three horses but one was dis-
eased and did not do much work.

Ques 4 State whether Mr Branch's daughter performed any domestic duties, and whether
his son did any work on the farm? His daughter frequently cleaned up the
dining room, setting the table, sweeping, and ~~washing up~~ ^{and} helped in evening.
His son fed the hogs went to mill, attended to the cows, hauled wood, and drove the
horses generally. He frequently hauled the produce of the farm to Smithfield.

Ques 5 Who managed and controlled the farming operations generally? Ans Mr Branch.

Ques 6 State what the services of Mr Branch as manager of the farm were worth a year?
Ans Two hundred and fifty dollars.

7 Who paid you your wages? I received the money from Mr Branch. I mean what
I received. All has not been paid yet.

Cross examined by defendant's counsel

Question 1 State by whom and in what manner was the deceased horse belong-
ing to Mr Williams, used? He was used in breaking up a piece of ground
at a rented place and sometimes went to Mill.

Ques 2 Was he or was he not used by Mr Branch as a riding and driving horse
and did he not sometimes go hunting on him? He did not use him as
a riding or driving horse. He went hunting on him once or twice.

Ques 3 How much wages did they agree to pay you the year you lived with them?
Ans They agreed to pay one hundred and twenty five dollars.

Ques 4 What did you do on the farm? I plowed, worked with the horse, and mended rails.

Ques 5 What did Mr Branch do that year on the farm? He plowed, and did other things
on the farm about the pen patches, and sometimes hauled when they were busy.

Ques 6 What did Mr Williams do? He mended the fences and sometimes plowed, and
worked a lot of pen patches. He sometimes had the sheep taken care of.

Ques 7 You state that you consider Mr Branch's services as manager of the farm to have
been ^{worth} two hundred and fifty dollars a year, how much more were his services worth

Ans. About 3000 pounds to the horse if they have no oats.

Capt Evans and I speak here much of the horses consumed?

Ans No Sir.

And further this department saith not.

Lewis M. Sprattley

Q Mr Spratley being duly sworn deposeseth and saith

Question 1st What is your age and are you acquainted with the parties to this suit?

Ans I am 46 years old and am acquainted with the parties

Question 2nd Were you living on the farm now occupied by Branch & Williams at the time they took possession of it. Ans I was.

Question 3rd Tell how many head of hogs, now kept by Mr Branch brought there?

Ans. I saw there several times and think they were about 40 head of hogs. I do not know anything of any cattle or sheep. I did not count the hogs.

Question 4th Tell whether Mr Williams & Mr Branch took of their relations to farm in partnership? Ans Mr Williams said "they" wanted possession of the farm in order to go to work and I understood it was a co-partnership business.

Question 5th Did you see Mr Branch haul any fodder there? I did. Some three four or five loads, two horse wagons loads, each a load usually weighs about 500 pounds. I also saw him haul some corn but I do not know how much.

I sold several articles to Mr Williams in the absence of Mr Branch, amounting to 15¢ or \$20 and Mr Williams wished a memorandum of them and of the prices. I do not recollect his exact words in giving his name for nothing to have it but I inferred that ~~they~~ were brought for the partnership and he wished to have the memorandum to settle by. I also saw Mr Branch bring a wagon load of bacon there. The wagon was heavy and it was a full load but I do not mean that the wagon was full.

Question 6th Can you speak with any degree of certainty about the hogs, as you did not count them? I can not speak positively of the exact number but I am satisfied there were between 30 and 40.

Question 7th Did Mr Williams ever make any statements to you of the existence of a partnership between him & Mr Branch, other than those related? None that I remember.

3 Can you say whether the impressions of the existence of a partnership were made in your mind by the statements of Mr Williams alone, or did you derive them in part from the statements and conversation of these parties? Ans From him and from other parties also.

4 Had you not heard anything at all upon the subject from these parties, are you sure that what Mr Williams said would have conveyed to your mind the idea of a partnership? Ans. I should think so.

Direct examination resumed. How much fodder will six horses consume in an year?

anti was charged to Branch & Williams. I think, but I am not positive, I think the time I refer to was sometime this year.

Cross examined Question. How your answer to the second question by the plaintiff covers all your knowledge of relation to the existence of a partnership between these parties? It does.

Question 2^d State whether you know ^{of any} of the proceeds of the sale of produce belonging to Branch & Williams having at any time, come into the hands of Mr Branch? Ans I recollect of Mr Branch carrying down some produce but I do not know to whom it belonged. I think the produce he carried was peasants.

B. White

John E. White being duly sworn deposes and saith.

Question 1st What is your age and ~~occupation~~ and are you acquainted with the parties? Answer I am 27 years old and am Clerk of Thomas & Adams on the Steamer Smithfield. I am acquainted with the parties to this suit.

Question 2nd Have you any knowledge how these parties have farmed together, ~~for the~~ past two or three years whether in partnership or not? Ans. They have dealt with Thomas & Adams ^{as} ~~in the firm of~~ Branch & Williams and have brought produce to them to sell for them.

Question 3rd State whether ~~that~~ Thomas & Adams ever received an order from Branch and Williams or from either of them for the purchase ^{Branch & Williams} ~~for them~~ of Guano and Irish Potatoes and who was present on that occasion? Ans. As we were about leaving the wharf to go to Norfolk. I do not recollect the time but think it was within last two months. Mr Branch and Mr Williams were standing on the wharf talking together. Mr Branch called to Capt Adams "Get for us five Bbls of Irish Potatoes and some Guano. We want the quantity of Guano but I do not recollect how much it was. Mr Williams was standing a short distance from Mr Branch but near enough to hear Branch give the order. As the boat was about pushing off it was necessary for Mr Branch to speak in a loud tone of voice in order for Capt Adams to hear him.

Question 4th State whether you know of the proceeds of the sale of produce belonging to Branch & Williams having at any time come into the hands of Mr Williams?

Ans. I recollect that sometime Mr Williams carried some produce to Norfolk which he sold. He afterwards gave me some money to take care of for him but I do not know that it was the proceeds of the sales of the produce. The freight on the Pea

Question 3 Has there any settlement between Branch and Williams at the time you made up these accounts? Ans None that I know of.

And further this deponent saith not.

W. W. Lawson

William W. Rife being duly sworn deposes and saith

Question 1st What is your age and are you acquainted with the parties to this trust?

Ans. I am 28 years old and am acquainted with the parties to this trust.

Question 2nd Have you knowledge of the crop made on the Branch farm by Mrs Branch in 1885, and carried from there to the farm now occupied by Branch & Williams?

Ans. I bought one sixth of the fodder made on the farm, and it was eight hundred and forty two pounds. Mrs Branch share of the corn was as well as I could judge, between thirty two and forty barrels.

Question 3 At what time was the corn and fodder removed? I do not know positively but I think it was sometime in February. I recollect having charged him seven dollars and a half for storing it.

Crop examined

Question Can you speak with certainty as to the quantity of corn, or as to the fodder which you bought being one sixth of the crop? I can speak positively of the corn but only to the best of my judgment. I bought the fodder for one sixth of the crop. I paid one dollar and fifty cents per hundred pounds for the fodder.

Question 2. Do you know whether the fodder was pulled to the Tassell, or were the tops cut? I think it was pulled to the Tassell.

And further this deponent saith not.

W. W. Rife

John W Lawson being duly sworn, deposes and saith

Question 1st What is your age and are you acquainted with the parties to this suit?

Ans. I am 31 years ~~old~~ and I am acquainted with the parties.

Question 2nd Will you examine the accounts marked (A, B, & C) and state whether they were made ^{up} by you and at whose instance? The accounts are in my handwriting and were made ^{at the instance of} by Mr James Branch.

Question 3rd State whether you read over in the presence of Mr Williams and to him the items charged in accounts A and B, and whether Mr Williams objected to the charges therein? Ans As far as my recollection serves me Mr Williams was present and I read each item to him. He made a little dispute about some of the items but I do not recollect which they were.

Question 4th Did Mr Williams object generally to the account, or to most of the items therein?

Ans He did not object generally to the account but only to several of the items. I do not know to how many he objected.

Question 5th Were you the family physician of Mr Branch, and when? Ans I have been his family physician since 1867, and resided ~~in~~ ⁱⁿ his family in a friendly way in 1866.

Question 6th Who during that period seemed to have the chief management or control of the farm? Ans From what I saw going on, I inferred it was a joint business and I do not know that either had the chief control.

Question 7th State whether while you were familiar with the family, the families of Mr Branch & Mr Williams did not eat at a common table and live together as one family?

Ans They did eat at a common table and live together as one family up to the time of my last visit which was sometime in May 1869.

Question 8th State whether or not the daughter of Mr Branch did not render domestic duties in the family and his son perform such duties on the farm as he was competent to do?

Ans. Upon one or two occasions I saw Mr Branch's daughter cleaning up the table after meals, but I do not know of any other domestic duties she performed. In regard to his son I believe he did as far as he was competent in the farm. He was a very smart boy.

Cross examined.

Question At what time did you make up the accounts marked A, B, & C? It was in the Spring of 1868. to the best of my recollection. I read them over at the same time to Mr Williams.

Question 9th What are the ages of Mr Branch's son & daughter alluded to? I think his son is about 10 and his daughter 12 or 13, but I do not pretend to know anything about their correct ages.

Receipts from the Sale of Produce Stock				
Ac made by James Branch & firm of Branch & Williams				
Nov 2 nd 66	Cash from T. Adams & Co to Branch	✓	10.	00
"	" " " " " " " "	✓	30.	00
"	" " " " " " " "	✓	20.	00
Dec 24 th	Cash advanced by J. A. & Co	-	100.	00
Feb 19 th	Cash " " " " "	-	20.	00
	One Neg Land	-	15.	57
	One lot of Slaves	-	9.	70
	26 BBLs Potatoes	-	58.	50
	2 " Culls @ 1.50 [¢]	-	3.	00
	6 " Potatoes @ \$2.00	-	12.	00
	17 1/2 " "	-	21.	00
	1501 lbs Seed Cotton @ 7 1/2 [¢]	-	112	57
Feb 1867				
" 9 th	9 1/2 BBLs Potatoes @ \$2.00	-	19.	00
" 13 th	4 Bags seed Cotton @ 17 1/2 lbs @ 7 [¢]	-	432	18
" 18 th	24 BBLs Potatoes @ 2.00	-	48.	00
" 10 th	Turkeys @ 1.50 [¢]	✓	15.	00
" 1 st	1 pair geese 1.80 [¢] per pair	-	1.	80
Sept 10 th 66	Received from A B Duck for 26 1/2 BBLs Potatoes	✓	86.	12
"	" " " " " " Melons	✓	1.	25
July	Recd for Lamb	✓		75
Aug	" " Surgeon from Mr Washington	✓		60
" 11 th	Recd of W A Pleasants for veals & ham	✓	44	62
Aug 21 st	" for Ice & Melons	✓	5.	00
" 22 nd	" " Sheaf Oats 4.00 lbs	✓	6.	00
December 67	Recd of Ingle & Co for Sweet Potatoes	✓	66.	60
"	Received of J. O Thomas for 16 lbs of Surgeon. 8 [¢]	✓	1	28
" 27 th	Received of Ingle & Co for 88 Bushels peanuts	✓	193.	56
			\$1537. 98	

(2)

Dec 21 th	Paid Sarah James for picking peas	\$	25
" 25 th	" Hezekiah Gray for Richmond work	10.	00
" "	By Cash to Mr Williams to pay off the hands	5	00
" 21 th	Paid Stairs for Bags & Wharfage	16.	35
Jan 9 th	" B. F. Adams, Cash	✓ 50.	00
" "	" Hannah for picking peas	✓	40
" "	" David & son for Salt	✓ 6.	81
Jan 23 rd	" Daniel Chapman one pr Shoes paid for	✓ 3.	00
Feb	By Cash to Daniel	✓ 3.	00
May	By Cash to buy medicine	✓	25
Jan 23	Henry Will bot 1 lb Tobacco or <u>bought for him</u>	1.	25
Feb	By Cash	✓ 1.	25
June	" " paid Henry	✓ 1.	00
July 10 th	" Cash to Charlotte		. 50

\$197. 44

A. A. 1867

Account of Monies expended by the firm of Williams & Branch
in conducting their joint farming operations in year 1867 and settled
by James Branch.

April 20 th	Paid Delk for 6 lbs Sturgeon	6 ⁰	\$	36
May 14 th	Bot of James Scott 12 th	8 ⁰		96
" 16 th	Sharper Will	8 ⁰		96
" "	Cash loaned Mr W ^m to pay for Cars.			75
" "	Paid for repairs to Sturgeon hook	1.	00	
June 3 th	Expences to Richmond	6.	50	
" "	Wharfage on self, 3 Calves 1 Boy & one Sack of Salt	1.	60	
" 8 th	By Cash to Mr Williams	10.	00	
July 14 th	Paid Richetta Will for 13 days work	2.	00	
" 19 th	Paid for Cutting Oats	21.	00	
Aug 13 th	" Sandy Drew & Sandy Reagan for work	10.	00	
" "	Paid Jas Williams	2.	50	
" 20 th	Cash to Mr Williams		75	
" 27 th	Paid Merrill Gwallney for 3 fat Hogs	4.	50	
Sept 2 nd	" A. J. Vellines " a well bucket.		75	
" "	" " " " " 1 Bush Cotton seed		25	
" 10 th	" for 1 Bot of Luminer	2	75	
" "	1/2 lb powder		25	
December 12 th	Paid Mrs Shacker for her son Wal ^{ter} 32 days work at 37 1/2 ¢ per day	12.	00	
" 12 th	Paid Jno Boyd for picking peas	1.	00	
" "	" Henry Lawrence & wife for picking peas	1	20	
" "	" Old Mil ^l e " " "		35	
" "	" Whitehurst for mending Mr W ^m Boot.		25	
" "	" Making and mending Charlottes shoes	1.	87	
Dec 1 st	Paid Stakes for bags & wharfage	10.	78	
" 20 th	" Old Dick & Rose his wife	2.	00	
" 20 th	" Ed ^{ward} Slade for making Aunt Peggy shoes		75	
" 24 th	" Joe Steward for picking peas	1	20	

5

190.91
106.76
35.73
288.87

572.27

July	6 th	Paid for Straw Cutter	/	\$15.	00
"	"	Freight on same	/		50
Nov	2 nd	To 3 gals Whiskey	/	9.	00
"	"	" Wood rasp	/		75
"	5 th	" Freight on 2 sacks of Salt.	/		70
Dec	24 th	Paid O. G. Selk. note		74	52
"	25 th	" P. W. Grubbs	19091	90.	44
Jan	26 th	roughing shoes on mare	/		60
Feb	16 th	To Cloth & trimmings for Richmond Gray	C.	15	
"	19 th	Bot at Mr Jim Gray's Sale one Axe			25
"	29 th	Paid Violet Clayton for Son Flavius	9.	00	
"	"	" for Lock, and plow rod			70
March	2 nd	By Cash to M. V. Hale		88.	00
"	11 th	" " Henry Jones		199.	00
Dec	24 th	Paid passage for Manuel & Billy to Norfolk	2.	00	
Feb	4 th	Side Sole leather	/	C.	30
"	12 th	1 1/2 lb, gill net twine a 1 25	/	2	63
"	18 th	" " " " " 1 25	/	2	63
"	"	20 1/2 Cashing " 8 7	/	1	64
"	"	9 lbs nails 10 7	/		90
"	25 th	1313l Mercer Potatoes 5 20 freight 30 2	5.		80
"	25 th	Paid for pocket Book	-	1.	50
"	"	Paid 2 due bills for hires for Jas Branch	-	22.	50
"	"	" Freight Commission &c on bills of Nov & Dec	-	28.	16
"	"	" " " on bills of Feb / Mar	-	55	33
					\$1011. 96

Oct 29 th	One Axe	\$2	00
" "	To picking Cotton by Rose	3.	00
" "	" " " " " " Becky Blizzard	2.	00
" "	" " " " " " Octavia	2.	00
" "	" " " " " " Melinda Baker	1.	75
Nov 2 nd	" " " " " " Violet	4.	44
" 10 th	" " " " " " "		56
" "	" " " " " " Rose	3.	25
" "	" " " " " " Old Dick		50
" 15 th	" " " " " " Tony Will	1.	00
" 16 th	" " " " " " Becky Blizzard		50
" "	" " " " " " Violet		56
" 30 th	" " " " " " Bob	6.	71
" "	" " " " " " Moses Gibbs	4.	09
" "	" " " " " " Blizzard	3	53
" "	" " " " " " Lizzie Bowman	2.	03
" "	" " " " " " Violet	3	98
Dec 1 st	" " " " " " Melinda Baker	2.	28
" "	" " " " " " Octavia	2	27
" "	" " " " " " Moses Gibbs	2.	39
" 4 th	" " " " " " Dick Will	1.	55
" "	" " " " " " Easter Will	1.	65
" 12 th	Paid Black ^{smith} account & repair to axes	2.	30
" "	" for pair shoes for Aunt Peggy	2.	75
" 14 th	By Cash to Easter Will for picking Cotton		15
" "	" " " " " " Tony Will " " "		37
" "	" " " " " " Rose " " "	1.	50
" "	Bot of Maddell & Thomas 1000 ft lumber @ 15.00	15.	00
" "	" " Sharper Will 4 Bushels Cotton @ 2.00	1	20
" 26 th	" 100 grains of Linnin	1.	00
" "	" 1 Bot of Perry Davis pain Killer		25
" 25 th	By Cash to W W Hale	30.	00

10.7^{10.6}
1.6
106.76

(2)

19.95 4.7
 168.92 13.4
 238.87 22.8

Apr 20 th	To Bob Johnathan for repair to garden	\$3	50
May 25 th	Bet pair shoes for Serot Jane	2	25
" "	" hat for Richard		12 1/2
June 2 nd	Paid Jim, Manuel Richard & Flavius for rails	1	10
" 29 th	Bet 4 1/2 Bushels Blk peas @ \$1.25	5	62 1/2
" "	Paid Moses Gibbs for two Boys work	1.	85
July 3 rd	For fish & Oysters		75
" 12 th	" " & Crabs.		15
" 18 th	Paid Moses Gibbs for Boys work		60
" "	Cash to Shedrack King		30
" "	Paid taxes on land to Chapman	1.	00
Aug 25 th	Bottle Castor oil		75
Sept 1 st	Settled with Sam Spratley for one & 1/2 Bush ^{ls} peaches	1.	50
" 4 th	Paid for Ditching	10.	00
" "	" Dawson Spratley for cleaning well	1.	25
" 10 th	" for 2 lbs buck shot @ 20¢		40
" "	" " 1/2 lb powder		30
" 11 th	" Shedrack King for Ditching	4.	21
" "	" Irving Johnston " "	7.	61
" "	" Dick Joyner " "	3.	00
" "	" Algernon " " "	3.	68
" "	" James A Williams going to Norfolk	20	00
" 20 th	" for digging Ice House by the Joyner	10.	00
" 21 st	" " repairs to Sturgeon hook		50
" "	" " " to Straw cutter		50
" 25 th	" " " " wagon by Robt Wall	3	40
" 26 th	" To Irving Johnston for hewing timber for ice House	7.	88
" 28 th	" " Jane Thompson for Boys work	6	00
Oct 1 st	" To Park Charity for making Mr H ^m s shoes	2.	25
" 7 th	" for 3 lbs shot @ 20¢		60
" "	" " 1 Tin Bucket		50
" 17 th	" " 1 Bag no 2 Shot	3.	50
" 26 th	" " 1 lb powder		60
		35.73	

Account "A" 1866 (11)

Amount of Money expended by the firm of James A. Williams & Jas Branch in conducting their joint farming operations in year 1866.
 Jan 20th To repairs done to Scrimsh bars.

Jan 20 th	To repairs done to Scrimsh bars.	\$ 5.	00
Feb 15 th	To 1 new double plow.	9.	50
" 20 th	By cash to Mr Jas Williams in Petersburg	30	00
" 21 st	Paid out for fish & Oysters for firm	1.	30
" "	To 40 lbs of Brown Sugar " " @ 15¢	6.	40
March 3 rd	Paid out for fish & Oysters	1.	30
" "	~~To 100 lbs of heavy Cotton Shirt~~	—	—
" 4 th	To heavy Cotton Shirt	1.	75
" 20 th	" One sack Salt.	4.	00
" "	" " Bag Clover Seed	20.	25
" "	" Freight & Drayage on same	1.	01
" "	" Bushel Mercer Potatoes	2.	00
" 24 th	" Paid for fish	1.	20
" 28 th	" Repair to Bridle bit		50
" "	" Ten Bushels Shelled Oats @ 60¢	6	00
" 31 st	" 4 Bushels Oysters fr Sharper Will	1.	60
April 4 th	" 2 Bushels Irish Potatoes @ \$2.00 per Bush	4	00
" "	" 1 Bunch of fish		25
" "	" 1 pr Shoes to Caroline	2.	30
" "	" 2 yds Cloth @ 50¢ per yd	1.	00
" "	" Paid Carolines passage to Norfolk	1.	50
" "	J Branch furnished 10 Bushels Oats @ 60¢	6	00
" 6 th	" " Paid for lumber at Saw mill	5.	00
" 7 th	" " " " Surgeon		75
" 10 th	" " " " 2 pitch forks @ \$1.25 each	2.	50
" "	" " " " oz Blue Map		25
" "	" " " " " Balsam Copaiba		25
" "	By cash to W D Gale	11	25
" "	To 8 lbs Surgeon		56
" 16	By cash paid for Iron Oyster Tong & hoes & Black ^{smith} acct	22	50
		168.	92

He has paid off the same bond ^{off \$1000} except about \$150. Mr Branch was present when
the first bond was paid off, and when the \$5000 ~~was~~ paid. One of which payments ~~was~~ ^{known}
made at the house of the parties. Whether I do not remember when it was made. I do not.
Whether the money paid by Mr Williams was his own funds or belonged to Branch and Williams
I mean the money last paid, the \$5000 belonged to Mr Williams
and further this dependent I will not.

Henry Jones

2 sub plow gear \$2 a set. 1 Cast Wheel 38¢ or \$40. 1 prod Wheel \$5
Question Did Mr Branch or Mr Williams move to the place first? Mr Branch moved
about 3 or 4 days first, and I went with him, and was there when Mr Williams
came.

Question What was the quantity and value of the stock brought by Mr Williams to
the farm? He brought 3 Horses about 30 pounds Bacon One double plow 2 sub
ge Plows, 1 shod plow, 2 sub plow gear. The horses were worth \$180 a piece the Bacon
about 16 or 18 cents a pound, the double plow \$8. the single plow 6¢ a piece the shod
plow 75¢ to 1¢. plow gear \$2 a set.

Question Please state how Mr Williams and Mr Branch worked, who managed the
farm and who did the most personal labour? Mr Branch managed the farm
but the amount of personal labour was about equal I mean the labour of Mr
Branch exclusive of his management of the farm was equal to Mr Williams
His management of the farm was worth about \$250 a year.
And further this defendant saith not.

Wm. Legal

Henry Jones being duly sworn deposes and saith

Ques 1 What is your age and are you acquainted with the parties to this suit?
Answer I am 42 years old, and am acquainted with the parties.

2 Please state what how much money has been paid for the purchase money of
the farm purchased of you by James Williams and James Branch and by
whom was it paid? Answer There was \$5000 paid by James Williams
in the first payment. He afterwards paid off the bond of \$1000 and interest.

1st ~~Mr~~ Kate being only 12 years old at the time
Question 1st What is your age, and when did you and your wife in 1866 and what
was your employment? I was 27 in East January. I lived with Mr Williams
and Mr Branch, as a hand on the farm.

2 From what you saw while so employed did the said parties carry on the
farm in partnership? Not as I know. I never heard them say.

3 Who paid you your wages? Mr Williams paid me \$20 Mr Branch the balance
I received of \$150. I gave a receipt for the last payment but do not recollect
whether it was in the name of Branch or of Williams or of Branch & Williams.

4 Who did you look to for your wages? I looked to Mr Branch because he hired
me. He hired me without reference to my working in the farm on which I did
work. I expected to work in the Depew farm.

5th Did they cultivate the same parts of the farm? They cultivated the land together
Mr Branch managed the farm.

6th Did they divide the crops? It was all done together. Cotton and potatoes were
cut off to be sold. But I do not know who collected the money.

Crop examined

Question 1st ~~Do you know anything of the amount~~ When did Mr Williams & Mr Branch com-
mence to live together? Was about February 1866.

2 When were you living at the time? I was living with Mr Branch and had been
for 8 or 10 months.

3 Do you know anything of the ~~amount of the~~ quantity and value of stock, pro-
visions & bought by Mr Branch to the farm? He brought 4 cows 2 yearlings
10 sheep 4 lambs five sows 12 Thrushes frozen in the preceding August. 2 Mules
1 horse, about 43 Bbls Corn, about 2000 pounds of Pork, about 3000 pounds
of Fodder 15 Bushels Oats. About 50 head of poultry of different kinds.

1 Double plow 2 single plows 2 thresh plows, 9 Mule Thralls two good axes
two grub hoes, 3 or 4 old mowing hoes. 2 sets Plow gear, 1 cart. 2 pair of Cart wheels
one pair was not fit to use. The oats were purchased of Mrs Depew. I do not know
who paid for them. The 4 cows were worth about 35¢ or 40¢ apiece. 2 yearlings about 15¢
apiece the 10 sheep \$3 apiece 4 lambs \$1.50 apiece 5 sows \$10 apiece 12 Thralls \$3.50 apiece. 2
Mules \$200. 1 Horse \$175 or \$180. 43 Bbls Corn \$5 per Bbl. ^{or 10¢ per Bbl each} 2000 pounds Pork 10 or 12 cents
per pound. 3000 pounds fodder 1 1/2 cents per pound 15 Bushels Oats 80 cents per Bushel 50 head of
poultry at 50 or 55¢ apiece, 1 Double Plow about \$10 do 3¢ apiece, 2 thresh plows 75¢
apiece. 9 Mule thralls \$11 2 axes at 1.25 2 grub hoes at \$1.00 3 or 4 old mowing hoes 20 cents apiece

correct. I had said in my sound that he alluded to himself and Mr Branch, my brother,
I was answered

Q 1st Why did you understand him to allude to himself and Mr Branch? Because it was
the understanding in this and the adjoining counties that Mr Williams and my brother had
bought a farm together and were farming together in partnership. I thought such was the un-
derstanding. Because I was told by Mr Bradshaw whom I met in Sturtevant that Mr Williams and
my brother had bought a farm in the middle of Hight and were farming together. I had never
heard of farm any other source until I came into the county. Since then I have heard ~~nothing~~
of 2nd Do you know where Mr Bradshaw is now? He is ⁱⁿ Texas.

Q 3 Do you know what were Mr Bradshaw's opportunities for learning the facts of which he
spoke? Nothing except that he stated he had seen Mr Branch and Mr Williams
a good many people speak of it; in fact it was the general talk.

Q 2 Do you know where Mr Bradshaw is now? He is in Texas

Q 3 Do you know what were Mr Bradshaw's opportunities for learning the facts of which
he spoke? Nothing except that he stated he had seen Mr Branch and Mr Williams.

Q 4 Do you know how many members were in Mr Williams' family and how many
in Mr Branch's? Two in Mr Williams - himself and wife, 5 in Mr Branch himself, wife
and 3 children.

Re-examined.

Q 1 In the management of the farm did Mr Branch or Mr Williams give the most
personal attention? Ans. Whichever I was there my brother gave the most personal
attention.

Q 2 Did Mr Branch control the work of the horses belonging to Mr Williams? He did
while I was in the county. I left the county in May 1868.

Q 3 Did you ever hear Mr Williams say that he intended to go on farming? Sometime
in the fall of 1866 I ~~heard him say~~ that remarked to Mr Williams that there was no
necessity for his working. He replied that Branch must attend to the business and I
was going to sow my wild oats.

And further this deponent hath not.

Paisick B. Branch

P. B. Branch being duly sworn deposes and saith.

Question 1st by the Court. What is your age and are you acquainted with the parties to this case? I am 31 years of age, am a brother of the plaintiff and have known Mr. Williams for 11 years I think.

Ques 2nd Have you any knowledge how these parties have farmed together for the last two or 3 years whether in partnership or not? Ans. Nothing more than what I have heard each party say. I have ^{heard} Mr. Williams say in speaking of farming that "We have done so and so." I think I have ^{heard} ~~made~~ ^{heard} this remark more than once but not often than twice. I have never heard Mr. Branch say anything about it in Mr. Williams presence.

Ques 3rd Have you had any opportunity from your own observation of knowing whether they farmed in partnership or not? ~~I am not sure.~~ None except as above stated.

Ques 4th Did they cultivate the same farm for the last 2 or 3 years? They did; and cultivated together the same portions of the same farm.

Ques 5th Have you any knowledge in whose name purchases were made for farming purposes and in whose name the tools were sold? I have not.

Ques 6th Did you ever hear Mr. Williams say anything about their business in regard to the farming operations were to be carried on? Ans. I have heard him say "We are going to cultivate such a field in corn" and "We are going to cut such a field" I do not think I ever heard ^{him} make any other allusion to their farming operations.

Ques 7th Did you ever hear Williams say anything about stock brought to the farm by Branch or about the purchase of the stock or the farm or about the money advanced for such purchase? I have never heard ^{him} say anything about either, except the stock. I have heard him say that Mr. Branch brought all the stock on the farm that was ^{or quantity} except the horses, but did not mention its value, neither do I know what is its value or quantity.

Question 8. Did you ever take a meal on the farm during the years 1846, 7, or 8?

Ans. I did, several.

Q. 9. During that time did the families of Mr. Branch and Mr. Williams eat at the same or at separate tables? I dined with them all at the same table.

Q. 10. Do you know whether such was their general habit? It was always the case whenever I dined there and I suppose from what I saw and heard that it was generally the case.

Q. 11. In the foregoing remarks of Mr. Williams as to the manner in which "We" should cultivate the farm to whom did he allude? I understood him to allude to the parties now.

household & kitchen furniture. In 1867 there was listed in the same style 4 horses
7 cattle 11 sheep 32 hogs 2 pleasure carriages, 2 watches 2 clocks household & kitchen
furniture. In 1868 there was listed in the same style 8 cattle 18 sheep 38 hogs. There
was listed to James A. Williams 2 horses 1 pleasure carriage 1 watch 1 clock and house-
hold & kitchen furniture. Said to James Branch 2 horses 1 pleasure carriage 1 watch
1 clock and household & kitchen furniture. In listing the property, Williams and
Branch were always present though Branch mentioned most of the articles and did most
of the talking suggestions in relation to the valuation of the articles were made by both
of them.

And further this document with

James Wills

The depositions of James Wells RFB Branch and others taken before me
Hiram Vandewater a justice of the peace for the county of Alle of Wright, pursuant
to notice hereto annexed at the office of George Robinson in the town of Guilford
in the said county on the 22nd day of June 1869 between the hours of 9 AM and 6 PM
to be read as evidence on behalf of James Branch in a certain suit in equity be-
pending in the Circuit Court for the County of Alle of Wright wherein said
James Branch is plaintiff and James A Williams and W P Younger defendants
Present

James Wells being duly on the Holy Evangelists of Almighty God, deposes and
says as follows.

1st Question. What is your age and what has been your business for several years
~~past~~ past? I am 43 years old and for four years have been a farmer
and Commissioner of the revenue of Alle of Wright County.

2^d Q Are you acquainted with James Branch and James A Williams the parties
to this suit, and have you in discharge of your duties as Commissioner of the
Revenue, enlisted their property, and was their farming utensils Cows horses &c
enlisted as individual or partnership property?

Ans I am acquainted with those gentlemen, I can not answer the second
branch of the question ^{definitely} without reference to my books, but so far as my recollection
goes me, some of the property mentioned was enlisted ^{in the name of Branch & Williams} as partnership and some, ~~as~~
in the name of each as
individuals, ~~as~~ I think I enlisted their property in the name of Branch &

Williams or Williams & Branch (I do not recollect which) in the years 1866 1867 and 1868.
In the year 1868 there was some change I think, because Mr Branch said there were three
books in a party to make out their list, one for Branch and Williams and one each for
James Branch and James A Williams. He said this in the presence of Mr Williams and
also I think heard it. I do not know that Mr Williams heard it as he ^{that I remember} was not near enough
to have heard and I think must have heard it. Both of these parties
and were presented by the grand jury for not returning true lists of taxable property and this
indictment was made by Mr Branch in excuse for ^{their} not having done so.

Q 3rd Had you ever heard either of these parties say that a partnership as farmers &c
acted between them? I do not recollect that I ever did.

Having examined my books, ^{which I kept have before me} since the above answers were given I find
that in 1866 the following property was enlisted in the name of James A Williams
and James Branch. 3 Horses. 4 Cattle 30 hogs 1 Pleasure carriage 1 Watch, 1 Clock

Branch

v } Depositions

Williams

Sept. 8th 1874. ^{indorsed} Received and
filed —.

And further his deponent saith not;
J J S Branch

The foregoing depositions were taken
at the time mentioned in the caption
in the presence of G. T. Clarke counsel
for the defendant and C. B. Hayden
counsel for the Plaintiff by their
consent to be read as evidence in the
said suit of Branch & Williams.

September 4th 1874

Gen. T. Clarke, atty. for Def.

C. B. Hayden atty. for Plff.

Time employed

31 hours

R. E. Boykin

at 3 o'clock in the evening, during
the other 3 months it was about 4 o'clock.
Question. Did you & your brother John
whose deposition was just then taken
attend the same school, going to & returning
from school together.

Answer. No did.

Question. Please state how long you atten-
ded school or near Mr S. C. Thomas.

Answer. 3 months, think I am positive.

Question. Say if during that time you
did not have the use of Mr Thomas's
donkey if he was not fed during the
time, along with the other teams on the place.

Answer. I had the use of the donkey going
to & returning from the school, but
don't know anything about the feeding.

Question. Was he not kept & cared for in
the place during the time.

Answer. He was.

And further this deponent says he not.

Isa V Branch

And S. S. Branch recalled by Plaintiff's
counsel deposed as follows.

Question. State how long Mr Thomas's
donkey was on the farm how fed.

Answer. He was there about 3 months, he
was fed on shucks & pea vine, had no corn
at all.

Cross Examination of Virginia Lee
Branch by defendant's counsel.
Question. How many bush did Mrs
Williams raise in her patch above alluded
to by you.

Answer. I don't know the number; but
the place of ground was equal, as large
as mine. The bush were equal, as good as mine.

Question. You say you were with Mrs
Williams on two occasions when she sold
her bush. What did she buy with the proceeds
of sale?

Answer. I don't know, only that what she
bought was for her family?

Question. Please state whether or not you
your mother or either of you, ever
received the proceeds of sale of your bush.

Answer. We did.

Question. How so far as you know, the
proceeds of the bush of you and mother,
did not go to the credit of Branch Williams.

Answer. They did not.

Question. Please state if you did not
attend school during the time that your
father & Mr Williams farmed together.

Answer. I attended school about 18
months during the whole time.

The first 8 months I attended, & returned

I was called, as a member of the family, summoned nearly every morning, and attended to the ~~daily~~ generally.

Question. Were the fowls & eggs raised on the place sold for the benefit of fane & so on whether or not were attended to the fowls?

Answer. There were fowls & eggs raised on the farm & sold for the benefit of the place, raised a good number of fowls & sold eggs sufficient to furnish the family in sugar & coffee, my mother & myself attended to them.

Question. State whether or not your mother & yourself Mrs William did not each of you have a separate pie patch, the pie raised in each of you, did the Mrs William, yourself & mother respectively what became of the pie & is it a pie such patches?

Answer. Mrs William had a separate one, had her pie gathered & sold them, I went with her on two occasions to the stores to sell them. My mother & myself had one we gathered the pie & sent them to Norfolk. Our pie went off with my father, this was in 1868. They were raised in 1868. We had 10 ^{bags} of white peas & 70 of mixed ones.

if so who got the benefit of the milk & butter
made from her & was the calf or calves
taken in the family.

Answer. She was a milk cow when
carried there. ^{milk & butter} was used in both families
one calf was killed & eaten in the family,
And further this account says the not.

J J S Branch

The deposition of Virginia Ida Branch
who being duly sworn deposes as follows.
Question. What is your age.

Answer. I will be 20 years of age on the 15th Sep / 74

Question. State whether or not during the
time your father Mr William Clarence
together with rendered any services in
the family, if so what were they.

Answer. I did. I cleaned my own room
also assisted in the dining room,
attended to my brothers room & that of
the gentlemen who worked on the farm,
who often I assisted in milking the cows,
on one occasion I assisted Mr William
3 days 1/2 in his tobacco.

I assisted him one day in his peas,
wh the promise to pay me for, but
never has, I also assisted in the craning,
I assisted in anything in general & that

Question. State if you know, how many head of cattle your father carried in the place, when he and Mr Williams commenced farming together.

Answer. I don't recollect.

Question. Was the cow above mentioned belonging to your sister, one of the number of cattle, with she carried to the place at that time.

Answer. She was,

Examined in chief by the Plaintiff's counsel.

Question. In your foregoing deposition you have stated that the cow belonging to your sister was one of the number of the cattle carried on the farm by your father. say whether or not you mean by that, that your sister's cow was one of the cattle carried by your father, or was one of the number mentioned by your father, or any other witness as carried there.

Answer. I mean to say, that the cow of my sister was carried there, but do not know whether or not she was included in the number mentioned by any other witness.

Question. Was your sister's cow when carried to the Partnerships Farm a milk cow?

did all the work yourself of loading & unloading, or merely that you drove the team & was assisted in the work by other persons.

Answer. In hauling ice, there were chandas at the end & one at the ice house, I helped to load & unload.

In hauling corn, there were chandas to throw in the corn, I stayed in the cart & packed the corn as all other drivers did, I unloaded myself.

Question. You state above, that one of the 8 head of cattle taken away from the place by your father when he left, belonged to your sister, please state how & when she came in possession of it.

Answer. My grandmother gave her a cow & calf, my father killed it & gave her the one in question in place of it.

Question. When did your father kill this cow, is the cow given your sister.

Answer. He killed it before he commenced farming with Mr Williams.

Question. When did he give your sister the cow in the place of the one killed.

Answer. Before he went to Mr Williams to live.

William's farm, when he left.

Answer. There was 22 old sheep & 9 lambs, 20 hogs, & 8 head of cattle, one of the cattle belonged to my sister.

Question. If you know anything of the division of the vinegar when your father left, state it.

Answer. There were 3 full ches & a little in another but she measured as near as she could one half. Had no measure but used a stick. Her left as much there as he carried away.

Question. Do you know anything of a drag carried there by your father.

Answer. He carried a 25 foot drag there with him, he brought it away home.

Cross Examination Ans. I. S. Branch by defendant's counsel.

Question. How old were you at the time your father & Mr William commenced farming together.

Answer. I was nine years old when I went there, was ten in June of the first year.

Question. As your deposition above in relation to hauling ice, could it be stated that you hauled as many loads as any one else, do you mean to say that you

The deposition of John, U. S. Branch, who
being duly sworn deposes as follows.
Question. What is your age

Answer. I was 18 years of age in June 1874.

Question. Say whether or not you per-
formed any services on the farm or for the
family during the time your father &
Mr William farmed together & if so, what
were those services?

Answer. I fed hogs all the time my father
& Mr William farmed together.

I helped to plant corn & thin corn,
I hauled litter out of the woods, hauled
up corn, as many loads as any one else,
hauled ice; I attended to getting up the
corn, I attended to the coming of the
horses. I did all the going to mill,
hauled wood for the house & other
summer winter. I went to school about
8 months the first year, returning from
school at 1 o'clock marking the balance
of the day. The 2^d year I went to school
about 3 months & worked for the rest of the
time. I hauled produce regularly when
it was being sent.

Question. If you know, state how many
loads of cattle, sheep & hogs your father
took from the farm, on both the other

Question. Did you and Mr Williams
speak, or have any friendly conversation
to day when you met?

Answer. We had no friendly conversation,
I bowed to him, same as he did to us.

Question. How many years did you live with him?

Answer. I worked for William Branch 1
year, I worked on his land & cultivated
shares for 2 years, making 3 years in all.

Question. Do you consider a mere bow
after 3 years separation between two people
who have lived together for 3 years, very
friendly, or is such conduct in your
opinion evidence of very friendly re-
lations between the parties.

Answer. I hardly ever shake hands with
my brother when I meet him, but bow,
that is just my way.

Question. But do you never speak to
your brother or friends, on any subject
when you meet?

Answer. Yes, when I have any business
or want to say anything to them.

And further this account saith not.

W^m H. Gale

about 2000 lbs?

Answer. I did not know how much it took to support one person a year, until I commenced to keep house, then I learnt how much it would take to support a family.

Question. Have you not since the taking of your former deposition had some difficulty or disagreement with Mr Williams, or do you not from some cause like him less now than you did then: and if so, may not that in some manner explain the difference in your guessing.

Answer. We had a quarrel, if a man is on his oath that does not hinder him from telling the truth.

Question. Were you not on your oath when your former deposition was taken.

Answer. I was.

Question. Are you now on friendly terms with Mr Williams or not?

Answer. Yes I am on friendly terms with him. I shall never bother him, if he does not bother me.

Question. Have you and him had any friendly conversation of late, if so where.

Answer. I have not seen him in two or three years before today, as I know of. I live some 15 or 16 miles from him. He never goes to any public place.

2 of these mules
fact that there was 6 team to feed &
my fodder was bought but that from Mr
Lipscombe.

Question In your former deposition, you guess-
ed that there was only about 3000 lbs of
fodder, now you guess there were eight or
nine thousand. Please explain the discrep-
ancy in your guessing.

Answer That would not have lasted 2
horses.

Question. Did you not know that when the
former deposition was taken?

Answer. No I did not. I never knew what
it took to keep a horse until I got one of
my own.

Question. You have not stated anything
in this deposition about the quantity of
fodder, did you have any scores of that.

Answer. No. I saw it weighed.

Question. How much was there.

Answer. I do not recollect exactly now.

Question. How near can you come to it.

Answer. It will take 450 or 500 lbs to
last me a year. There was no fodder bought
that year as well as I recalled. I from the
number in this family, there must have
been at least 3 or 4000 lbs.

Question. Then why did you state in your
former deposition that there was only

Question. You made no remark when you examined them.

Answer. I made remark concerning that. I might on other subjects.

Question. Did you leave the scores remaining in the door?

Answer. They were there when I left, there has been Peanut vines & fodder in there since then.

Question. Did you have any scores of the fodder. Chained.

Answer. I have no scores, but recollect the number of loads chained, the fodder was not weighed.

Question. How many loads were there

Answer. There were 8 wagon loads & a piece as well as I can recollect.

Question. How long have you recollect this.

Answer. Ever since they have been chaining me about to take a position. I have been trying to see what I could bring in my memory.

Question. Did you not state before, that as to the fodder, your statement was all guess work.

Answer. It is all guess work now, it was not might be, but I know that the wagon held over a 1000 lbs. from etc

Question. Were the loads of corn chanced from Lipscombe in the shuck.

Answer. I was shucked out. I kept account of the number of bbls at Lipscombe & of the number of loads at Booths, I was working manure all the time.

Question. Did you measure the channels at Lipscombe.

Answer. I measured the cart wagon & filled them full each time as far as I could come at it.

Question. By what calculation were you enabled in your former deposition to state so particularly that Mr Branch carried only about 43 bbls of corn to the place.

Answer. I did not state so particularly. I told them I did not know exactly & they said guess at it. This is no way where a man is on his oath. I did guess at it. But when I saw my marks I could guess more nearly.

Question. Did Mr Stag see you examine the scores at Lipscombe or did you say anything about it in his presence.

Answer. Don't know whether he saw me or not. He was shelling corn. I did not say anything to him about it.

Question. Were the marks all together, that is
were they all in one set, or were there more
than one set of marks.

Answer. They were all right over ^{over the door} the door, ^{on each side} some on the ^{side of the} side of the door, the marks all meant the same
thing, I remembered them distinctly.

Question. Do you know that those marks
are the same, that you left there & that no others
had been added since.

Answer. No others could have been added
since, as there was ^a flower on each side, ^{by me} &
they would have been compelled to rub
them out or mark over them.

Question. Did you draw a flower on each side
of the marks above the door & also one on each
side of the marks at the side of the door.

Answer. I did, one of them may be the image
of a woman.

Question. Then you say you drew in all four
flowers & images & that you drew them so
close to the marks you made on each side, &
in each case, that no ^{other} marks could have
been drawn between since that time, without
obscuring your flowers & images.

Answer. No there could not have been any
marks between I don't think, there was
four flowers or images.

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Cross Examination of William H. Gale,
by the defendants attorney.

Question. What became of the double drag
carried to the farm by Mr Branch.

Answer. He carried it away with him.

Question. You state above, that the
Smoke House was full of tobacco, was
it full, hanging up, or was it packed full.

Answer. It was full hanging up on sticks.

Question. How many lbs do you suppose
there was,

Answer. I should judge in the neigh-
borhood of one thousand or eight
hundred lbs.

Question. For what purpose did you visit
Dr Lawsons farm. when you saw the scores
or marks above alluded to above.

Answer. Mr Wm Stag was living there & I
happened to visit him one rainy day &
he was in the barn shelling corn. I saw
the rose drawn above the door, & I remem-
bered it ^{marks} or else should never have thought
of it. &

Question. What kind of marks were they.

Answer. Check marks.

Question. How many were there.

Answer. I do not remember but I
made a calculation that Corn & that John
Broth made 80000 lbs

Question. Have you any recollection of the distance you left at the time you made the marks. Churned them, and the flower & image on either side

Answer. I did it on this paper (attached hereto) I did in this. Both like this except in one case I put the image of a woman on one side, & a flower on the other; I always finish my scores in this way so that I can tell if they have been altered.

Question. Did you have any scores of the corn from the Booth place; if so where were they?

Answer. I did. They were in the shed where I put the loads of corn

Question. Have you examined them also since your former deposition?

Answer. I have.

Question. How many are there.

Answer. 33 as well as I recollect. 32, 33 or 34 as well as I recollect.

Question. How many barrels of corn did those 33 scores stand for or represent.

Answer. We checked out a load & it checked 4 flour barrels & about a third as nearly as I can recollect.

Question. Were the loads wagon or cart.

Answer. They were cart loads. I put them in & took them out, checked & measure & hauled them.



wh. would carry out 1000 lbs, there was
eight loads & a half. there might have
been more. But this is my recollection
of it.

Question. In your former deposition you
raised the corn brought there by Mr
Branch, at 43 lbs. & the fodder at about
3000 lbs. how do you explain the dif-
ference in your testimony.

Answer. I guessed at it before, I guess
at the ^{fodder} now. I estimated the wagon loads
too small.

Question. Since your former deposition, have
you seen any scores or marks of the loads
hauled by you, if so state it.

Answer. Just before last, I went to Dr
Lansons to see if the marks made by
one of the loads hauled was there.
I had marked a rose in each of the
things, & knew that they were my marks
& found I had made a mistake in
my former deposition & want to do every
man justice. I knew the wagon held
4 lbs & the cart 2 & made a calculation,
wh. showed there was some 80 lbs of corn.
Dr Lanson lives on the Libscombe farm
from whence I hauled some of the corn.

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carried with him to the farm a double drag,
Answer. He did, a 25 tooth drag & the
one made in the place was made by it.

Question. Do you know whether Mr Branch
carried with him when they commenced
the partnership any brown sugar.

Answer. He brought me brown sugar,
don't know exact quantity.

Question. Do you know anything of the
vinegar.

Answer. Was not there when Mr Branch
divided it, but know he left one full
barrel but do not know how much
there was in the other.

Question. Do you know anything of the size
of the tobacco patch cultivated by Mr Williams.

Answer. There was all of an acre & a half if
not more. I think it was worth all of \$100⁰⁰,
would sell for that any day.

The largest smoke house on the place
overlaid with it, it was a very large
smoke house.

Question. Since what you may know
of the quantity of corn & fodder brought
to the farm by Mr Branch, at the
commencement of the partnership.

Answer. Some 8000 lbs of corn & some
8 or 9000 lbs of fodder, did not weigh
the fodder, but hauled it in a wagon.

The wood work was as good as new;
^{the above articles bought from Mr Spratt}
they had not been used much, & were in
nearly as good condition as when bought,
the oil cloth was worn somewhat, but there
was but little passing over it, the door leading
into the passage not being used much;
the fattening coop had been but little
damaged, nearly as good as when bought,
but the hovel had, moving them about
had knocked them to pieces.
The skiff was in good order, ^{should be kept} only used ^{it} for
surrounding, but seldom for exploring.
I left there since Mr Branch, stayed about
2 years after he left.

Question. Are you acquainted with the stock
bought at Millington sale, if so state whether
or not in your opinion the two head left with
Mr William by Mr Branch were worth
\$1500 each.

Answer. I am acquainted with the stock,
from hearing Mr Williams speak of
having bought them at Millington
sale. They ^{there were} were the only stock Mr William
had when I left: there were two of them
when I left, I think they were worth
\$1500 each; they would have brought it
at public auction.

Question. Do you know whether Mr Branch

is a part of the corn & fodder charged in
your A/c O.

Answer. Mr Williams purchased Mrs
Lipscombes 1/4, but it was not included
in the corn & fodder charge in my A/c,
was not purchased until ^{after} my corn &
fodder was brought there.

Question. Was the wagon included in
your deposition above, a new one at the
beginning of the Fort new ship.

Answer. It was not, had been in use
some time, bought it at Mr Lehigh
Lipscombes sale. I understood it was
purchased by him before the ^{the}
^{wagon was bought of the Fort charged for militia branch.}
And further this document payeth not.

James, Branch

William H Gale being duly sworn deponent
and payeth in answers the following
questions, as follows?

Question. Say whether or not the Sloop,
brought by Mr Williams, the table dresser,
work bench, Oil cloth & safe bought of
Mr Spratley & the ship when left in Mr
Williams possession were in good con-
dition.

Answer. They were in right good condition,
the Sloop was not very sharp, but the
balance of the cargo were good.

Question. You stated that you killed 2626
lbs of Pork, wh you have charged no your
ac. you also have 84 lbs of corn & 8000 lbs
of fodder charged therein which you
raised the year before. Please state if
some of the Pork corn & fodder had not
been used before the commencement of the
partnership? if so how much of each?
Answer. I do not think a pound had
been used before the commencement of the
partnership. The Pork was killed during
the Xmas holidays & I considered that
the partnership had been formed before
that time. ^{I had been working there for both of us before} I may have used some of the
offal in my family. I had killed some
pork before. I went there. I also carried
some Bacon, of wh I never made a
charge. I don't think any of the corn
or fodder had been used, as I had a
large lot of corn on hand, wh I ground
up in meal with it fattened my hogs.
There was none of the fodder used as
I had plenty of oats & also some of fodder.
Question. Did I understand you to say
that you purchased of Mrs Gibson her
1/4 of the crops raised by you in her land
in the year 1865? before you & Mr William
commenced to live together & that said 1/4

Answer. The ~~plow~~ ^{plow} ~~cultural~~ ^{tools} ~~re~~ were much worn, were not worth more than $\frac{1}{2}$ of their value when removed. The ~~mar~~ ^{shovel} ~~shovels~~ ^{tools} ~~spaces~~ were much worn worth (perhaps $\frac{1}{4}$ when removed by me. The cart wheels & axles were not worth more than $\frac{1}{2}$ when carried away.

Cross Examination of James Branch by defendants counsel

Question. You have stated in your deposition, that you said to R. W. Gibb a civilised act, that it was certainly one of the two acts charged by Mr Williams in his act, that that you do not know who are, how then do you know it was either of the two?

Answer. I never knew of any other act being made with Mr Gibb than these two, that I recollect of now. I took no receipt.

Question. What have you to say in regard to the item of 118 lbs of corn on your memorandum marked C filed with your deposition above.

Answer. I have not that as to corn charged in my act. I infer that ^{118 lbs} ~~that~~ was the entire amt of corn, both that carried by me & also that bought of Davis Popper & Co. I putting that amt down in order to ^{any way} show Mr Williams how much corn was there.

Mr. Jungel said was just two years old
when the Partnership commenced.
the table furniture, chairs knives & forks at
first & other things were mine.

Question. Explain the charge of bed & bed-
ding in your a/c.

Answer. It was used for the white labor-
ers on the farm. Mr. Lee used it, so also
Mr. Purvis, & Mr. Nelson at different times
sleeping with my son. I thought it was
right & should be paid & therefore made the
charge.

Question. State the condition of the wagon
at the end of the Partnership & taken
away by you according to in the dep-
osition of Mr. Williams as bought of
O & Deek.

Answer. It had been used for 3 years ^{on the farm},
was much worn, at the time I carried it
away, & I do not suppose it ~~would~~ ^{could} be resold
for more than \$25⁰⁰, had new ~~axles~~ ^{axles} put into
it soon after removing, also a new tongue
& repaired the wheel & body.

Question, what have you ~~to say~~ ^{to mention} in reference to
the farming utensils & implements carried
by you to the farm & taken away when
you left, some of which are raised from your
a/c.

Answer. I took away 22 head of old sheep
(Nine lambs & one horn whilst I was moving
away in the road, making 23, these were the
sheep I carried there & their increase. I gather
my information from my tax list.

I carried ten head ^{of sheep} there & four lambs.

I consider ^{1/2 of} the remaining 12 belonging to
Mr Williams. ^{she is entitled to the board for them} Some of the increase were
killed & eaten in the farm, don't know how
many. I have made no charge for the four
lambs. I took away eight head of cattle
besides one or belonging to my daughter
of wh no charge was made. There was two
head of cattle off in the wood when I
left & I never have found them.

I also carried 22 hogs including some
pigs.

Question. Say whose head the reading was
used for your children & by whom those
children were cared for & attended &
what was the age of your youngest child
when your partnership with Mr Williams
commenced & any other fact bearing
upon the charge for board.

Answer. It was my own head reading,
^{they were cared for} by myself & wife no one else had any
trouble with them, besides the nurse of
the youngest child who also assisted in
other work.

the pay was not worth more than \$25⁰⁰.
Answer. I do not think there was less
than 1 1/2 acres think there was more, there
was a very tall smoke house, hung
as thick as it could be from top to bottom
with the tobacco. Mr Williams smokes
Mr Williams chews a great deal & he
never to my knowledge bought any
other, ^{whilst I was there} said they preferred it; It was
raised in 1864. I think it ought to have
been from the quantity, worth \$50⁰⁰ or
\$75⁰⁰, at that time tobacco was high.
Question. State whether or not in 1865,
when you went twice to Salem back the
expenses of traveling were high or low?
Answer. They were very high.

I missed connection at the High Bridge
near Farmville & they charged me \$6⁰⁰ to
ride from there to Farmville. I stayed
at Farmville from one evening until the
next, was charged \$1⁰⁰ a meal, \$1⁰⁰
for lodging. I was compelled to drive
my horse to Petersburg, there being no
other way to get there & left him at
a livery stable until I returned.

Question Explain as to the sheep & other
stock you took away and what means
you have for such replacement.

I paid \$10.00 to go to Petersburg to get letters & dispatches from Mr Williams there being no mails at the time. I went twice. once Mr Schofield's son, since dead went with me. I drove my horse buggy. I paid \$1.00 for each horse feed & like amt for each meal I took at the Hotel.

As to charge of \$55.00 paid Mr Williams & of \$96.00 paid same. He wanted that amt of money & I gave it to him & the charge was made in my book by my wife. she was present when I gave it to him; the document thereon exhibits a book with charges, wh. he stated is in the hand writing of his wife.

Question. What have you to say as to the double drag, wh. Mr Williams denies having been on the place, until they came?

Answer. I carried the drag there. I had used it 2 years before I went there. it was as good as new. I took it away when I left & I have it now.

Question. What have you to say as to the tobacco kept by Mr Williams, wh. the crop was raised on a patch from $\frac{1}{2}$ to $\frac{3}{4}$ of an acre, he thinks not exceeding $\frac{1}{2}$ wh.

the straw cutter was left with Mr Williams
when I left the place.

Question. How many horses & mules were
fed on the farm in 1866?

Answer. 4 horses & 2 mules, making 6
I don't know that any other stock was fed
in fodder during the year. Possibly the
sheep might have had a little during
the cold weather as such is my habit.
but do not recollect.

Question. What was the amount charged
in your a/c as paid to P W Grubb of \$70⁰⁰ for
Answer. It was for corn fodder & oats.

It was Mrs Lipscombes 1/4 of the crop made
on the Lipscombe farm. I think there
was also a few lbs of ovals.

Question. Explain your charges for labor
in your a/c in January 1869. objected
to by Mr Williams, as made after you
^{ceased} worked together.

Answer. Our pea nut crop was picked off
after Xmas. I paid for them & charged
it. we never picked off our peas before
Xmas. I mean we never finished before then.

Question. Explain your charge of \$10⁰⁰
expenses to Petersburg of \$55⁰⁰ paid Mr
Williams & of \$96⁰⁰ paid him charged
in your a/c

of \$600 on them, ^{ie the shoals} because in asking Mr Williams what they were worth, he said he saw Mr Burrell pay \$600 for some not so large.

Question. You have charged in your ac^t 1 Cow, 1 calf, 1 young Bull & 1 calf Nellie, what have you to say as to charge for said stock.

Answer. The cow & the Bull were taken up on the place. the calf Nellie was lost, she was used for the place, she stayed on the farm about 2 years.

Question. what have you to say: as to the 40 lbs of sugar charged in your ac^t.

Answer. It was sugar I had on the place when Mr Williams came there & it was jointly used by the two families & hence I charged it in my ac^t.

Question. Whether any hay bought on the farm in 1866.

Answer. There was none.

Question. what have you to say as to the charge of \$15.00 for straw cutters, 50 c^t freight on same, & office co by Mr Williams.

Answer. I sent to Norfolk for it by Capt Adams & paid for the same through Thomas & Adams.

The deponent herewith exhibits ac^t of Thomas & Adams for that amt

Question. State who composed the family in 1866.
Answer. Mr William wife, myself wife &
3 children. Mr Gale, a negro woman, & 3
children, 2 other negro women & negro
boys, 3 of them were there all the year, &
1 of them came in the month of March.
This was the regular family for the year.
We fed frequently other hands working
by the day.

Question. Have you any means of knowing
how much fodder you brought from
the Lipscomb farm?

Answer. Mrs Lipscomb 14 of the fodder was
1460^{lbs} 14 of my crop of fodder was at
her place. I also brought the crop of fodder
from the Booth farm, it is this crop which
Mr Rife alludes to in his deposition:

the corn from the Lipscomb & Booth farms
corresponding to the fodder was also brought
by me to the farm worked by William &
Branch.

Question. You have left remaining charged
in your A/c Q. 12 large shoats & 2 young
sows. What have you to pay as to said
charge

Answer. The 12 large shoats were killed on
the place, 10 of said sows were killed at the
place, another died. I placed the price

mine, also those left with Mr Williams.
Question - Is there any more reason why
you should credit your ab with the
articles you took away, than that Mr
Williams should credit his with those he
kept.

Answer. I dont see any reason, if one
is credited so should both.

My ab was made ^{out} before I left. Since I
have erased those articles I took with
me.

Question. What have you to say since hear-
ing Mr Williams deposition as to your
charge of 2626 lbs of Pork in your ab?

Answer. I killed that amount of Pork
Mr Gale carried it there with my team,
After Mr Williams had been there a
short time I showed him my book
in wh was the charge of this Pork. com-
re and he said nothing concerning it.
And thereupon the witness filed a memor-
andum made at the time of the quan-
tity of Pork. I dont know that there was
any Bacon bought that year. I exchanged
some hams with Thomas & Adams for
mending Bacon; there was no other Bacon
bought whilst I was there, except some
30 or 40 lbs bought of White & Cofer some
2 or 3 Shoulders of Bacon.

As to Robt. W. Gibbs a/c. I am under the im-
pression this was for a dividend a/c, there
was a dividend a/c paid by me to R. W. Gibbs
& I think this was the one. It was certainly
one of the two a/c's charged by Mr Williams.
As to charge of \$14.²⁵ paid Sheriff of Sumner
at Millingtons sale. It was for calves pur-
chased there, one of them was killed & eat on
the farm, whilst I was there, the other
two were left with Mr Williams. The two
I left over worth about \$15.⁰⁰ a piece.
As to charge of Sheriff \$33.⁰⁰ was left with
Mr Williams in good order, when I left
it was worth \$20.⁰⁰ or \$25.⁰⁰. It was used
by us when I was there.

The articles included in I. M. Spratt's a/c &
left with Mr Williams were worth when I
left as follows, Work Bench \$2.⁰⁰, answer \$1.⁵⁰
saw \$1.⁰⁰ Two tables \$4.⁰⁰ & \$5.⁰⁰, Coops & horses \$4.⁰⁰
oil cloth \$6.⁰⁰ or \$7.⁰⁰ not being much worn
Question - what have you to say? as to the
vinegar mentioned by Mr Williams as
having been carried away from the farm
by you?

Answer. There was about 2 1/2 bbls of vinegar
in the house, & I carried away with me
as near as possible one half, the barrels
in which was the vinegar I carried away were

The depositions of James Branch and William H. Gace, John J. S. Branch & Virginia Ida Branch examined on behalf of the Plaintiff, who being duly sworn depose & say as follows. James Branch, examination resumed in continuation of his examination on the 30th day of September 1874 questioned by Plaintiff's atty.

Question. What have you to say in reference to the following items of charge in the accounts also A. of the payments to the Petersburg Iron works less of \$28⁹⁵ of L M Sprattup also of \$25⁰⁰ of R W Gibbs also of \$8⁸⁰. Sheriff of Sumner at Millington also \$14²⁵ & of the charge in a bill of lading at \$33⁰⁰.

Answer. The charge of the Petersburg Iron works less, was for Glows. They were left with Mr Williams when I left there in 1869. He had worked them one year after our dissolved Partnership before I left. They were in good condition.

As to L M Sprattup also of \$25⁰⁰ Mr Williams paid the money. It was for fattening coop, hoes, dresser. I think some manure, & for an oil cloth in the passage. The manure was used on the farm. The other articles were in good condition when I left.

was brought there by him. Mr. Gall knows
more about it. Ten or more sheep, I don't
recollect, but think there was some.
Some shoats. don't know how many, they
were what you would call big shoats.
those carried away were a portion of those
brought there, & their increase.
And further this document payeth not

La^d. Williams

for everything contained in it.

I do not now know, where these vouchers are, am under the impression that I gave them back to Mr Williams.

As to the other afs. B. & D. I made them from memoranda or data furnished me by Mr Williams, and am confident that item was contained in any of them, the memoranda for which was not so furnished by him.

And further, I have this your document saying so.

Geo. S. Blake

James A Williams recalled by defendant's counsel;

Question. State if you have found the vouchers for your afs. alluded to in your deposition formerly taken.

Answer. I have found them, they are herewith produced & filed in the cause in envelop marked "21".

I forgot in my deposition previously taken, to state; that I think Mr Branch carried off the flock when he left. 26 sheep as well as I recollect, am not certain about it, I think 26 hogs, some & hogs & 14 head of cattle, I think as well as I recollect, am not certain about it 5 or 6 head of cattle was brought

Answer. There was no chance of things being taken away whilst I was down, suppose he took them and who else could have done it, he had the key, it was while he was mending a sea sick. And further this deponent sayeth not.

Jas. A. Williams

The deposition of G. T. Clarke taken pursuant to adjournment this 3^d day of September 1874. being sworn upon the Holy Evangelist deposeth and sayeth,

That I am counsel for the defendant, in this cause James A. Williams; That I made up this ~~ap~~ filed in this cause, marked respectively. A. B. C & D. soon after the commencement of this suit, which I think was about five years ago; That at the foot of said ~~ap~~ A. there is a record a note in my hand writing stating, that there are vouchers for all of the above charges, which I should not have placed there, had they not have been before me at the time of making up the ~~ap~~. I further remember; that Mr Williams placed in my hands, a number of vouchers which I used in making up this ~~ap~~. I have no doubt there was a voucher

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allowance where he was a single man
Received examination by a firm's
counsel.

Question. You have said something
about the quantity of Bacon carried to the
farm by Mr Branch, & of the number of
the persons in the family; will you state
whether or not any other Bacon was
bought during the year for use on
the place & if so how much & from whom.
Answer. There was some bought, as well as
~~from Thomas Adams~~ ^{but cannot certainly}
say how much. Mr Branch bought it & I
suppose it was paid for out of the firm's money.

Question. Was there any Goodrich bought?
Answer. There was no Goodrich bought
that is all I recollect now. do not know
from whom bought in Norfolk Street.
Mr Branch bought him, & I think was
paid for with firm's money, it was bought
in 1866 or 67, am not certain which, it
was one of the three years we worked together,
am not certain whether it was 66, 67 or 68.

Question. Something has been said
about the articles, both Mr Branch carried
to the farm & afterwards took away when
he left. did he? or did he not? take
away any articles of the firm, which were
not carried there by him, & if so what?

do does.

Answer. I do not recollect anything about it, I don't mean to say that he did not pay for them.

Question. Was not the wagon mentioned in your deposition as bought of O G Delk, used on the farm, for gathering hogs whilst you & Mr Branch were farming together.

Answer. It was.

Question. Is it not as right that Mr Branch should be allowed for the wagon, as though he took it away, as that you should be allowed for the ^{real thought or shipping} following cows, dressed & ^{or} you retained but charged in your ap.

Answer. I do not know exactly about that.

Question. Who furnished the bed & bedding for Mr Branch's children.

Answer. I do not know, but expect the aid. I don't know how many beds he had, but as well as I recollect, three.

Question. What is the average allowance of bacon per person, a year, in this part of the country.

Answer. Three hundred lbs of pork is the allowance, or two thirds of that and in Gacon, at least such was an overseers

may have had three children. We had
day laborers sometimes, in the busy season
of the year from two to five or six staying
from one to five days at the time.
I can not tell how often we had five
day laborers at the time.

Question. State how many horses & mules
you had there & how many Mr Branch
had;

Answer. I had no mules & three horses,
he had two mules & one horse, making
six in all.

Question. You have said in your deposition
that you thought that you carried sugar
more than to last the year, do you
mean to say that Mr Branch did not
have, when you commenced farming
together in Feb /66 the 40^{lbs} of brown sugar
charged in his account was jointly
used by the two families.

Answer. I do not mean to say that he did
not have it & I do not know whether he
had it or not, & I do not know how
much was used per month in the family.

Question. Are we to understand from
your deposition, in which you say you do
not recollect about the hoes, that Mr
Branch did not buy the corn charged,
or merely, that you do not recollect about

not examine it, it had been there some time before I went to the door.

Question. Are you to be understood now as saying that you went to the loft where the fodder.

Answer. Yes sir.

Question. What did you mean by saying in your deposition this morning that you did not see all of the fodder, some of it was "packed away under logs."

Answer. Some of it was packed in the back of the loft, & a part of it thrown in loose in front.

Question. Did you see that in the back of the loft.

Answer. No sir, I could not see, for the other hid it from me.

Question. Enumerate the persons living in the farm in 1866;

Answer. Myself & wife, Branch & wife & 3 children. Wm Gale, negro woman the cook & one or two, I think two children, two other negro women, three boys through the year. There was another negro boy named Richmond Gray who came there the first of the Spring, whether of that or the next year I do not know, am not certain; The negro woman cook

not know what was in it. The dispatch
Q filed with Mr Branch's deposition
being read to respondent, he said he did
not recollect sending but one dispatch
& reckoned it must be the one sent.

Question. What did you mean by stating
in said dispatch, "Have the papers filed
right & bring them up with you at the time
fixed?"

Answer. I can't say it has slipped my
memory.

Question. Say whether or not Mr Branch
did not go to Sacramento upon request in
connection with the purchase of the
farm, in 1865.

Answer. Yes sir.

Question. Did he not go twice on the
same business to Del Rio.

Answer. I think he did.

Question. Say whether you can closely
ascertain the quantity of Pork, corn,
& fodder brought by Mr Branch to the
farm when you commenced work together.

Answer. I was at the door of both
houses in which was the corn & probably
went in several times; I went up the
cort where the fodder was, down
to the door of the house in which
was the pork & looked at it, did

relative to purchase of farm

Q

Dr. Spalding

THE AMERICAN TELEGRAPH CO.

SOUTHERN DISTRICT,

Under Control and Supervision of United States Military Telegraph,

CONNECTING ALL THE PRINCIPAL CITIES AND TOWNS IN THE UNITED STATES.

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CAMBRIDGE LIVINGSTON, Sec'y. MARSHALL LEFFERTS, Eng. E. S. SANFORD, Pres't.

Dated

Salem 13 Oct 1865.

Received at

Pelmsby 17 Oct
Davis Proprietary

*Tell Branch drop
Casey. Have the papers
fixed right & bring them
up with you at the
time fixed & the money
will be here -*

J. Williams
22/180

Answer. I never said any such a thing.

Question. Did not you propose to all live together & have a common table?

Answer. I acknowledge that we lived together, do not know whether I proposed it or he, do not think I did.

Question. Say whether or not Mr Branch was not present in Petersburg when the bills were made charged in your apt & whether you did not jointly select the articles purchased & charged in these apt.

Answer. He was with me when I went to the Iron Works where I bought the articles at Sutherlands. But I bought & paid for them.

Question. Did you not send a dispatch from Salem in Oct /65 to Mr Branch to come up to Salem & bring the papers with him about the land, sending your dispatch to Davis Cooper who in Petersburg, telling him in the same dispatch to drop Casey & that you would have the money in Salem when he got there?

Answer. I sent him a dispatch, do not recollect exactly what it was about.

Question. Did not the dispatch require or request him to come to Salem?

Answer. I recollect sending a dispatch, do

Answer. I do not recollect the exact number of bags.

Question. Say whether or not the three children of Mr Branch, for whom you have charged board were not fed from the products of the farm & from the provisions purchased for & charged to Branch & Williams & whether during the Partnership you all did not eat and consume table, thus furnished.

Answer. They were fed from the products of the farm & from the provisions charged to Branch & Williams. We all eat together during the Partnership.

Question. What was the age of Mr Branch youngest child, when you commenced farming together.

Answer. I do not recollect exactly, was born during the war, at what time I do not exactly recall. Think was born before you had moved to Richmond or Petersburg.

Question. Say whether or not ^{when} you proposed for all to live together, you did not say to Mr Branch, that it would make no difference as to the expense, because at your work, everything would be for his (Branch) wife & children.

for the use of the place, one died, & one I have now.

Question. State what became of the ship charged in your ak at \$33⁰⁰?

Answer. She is lying on the River sand;

Question. Who has exercised ownership over her since the dissolution of Ginn?

Answer. I have exercised ownership over her, & claim her, have used her since.

Question. State the size of your tobacco tract, how much tobacco ^{was made on it}, whether you sold or gave any away.

Answer. Half an acre or $\frac{3}{4}$. reckon a $\frac{1}{2}$ acre would take it all.

Did not make much, great deal of it topped at four leaves, some of it near the mill was very good. I could not tell how much, don't reckon there was more than 100 lbs after being stripped.

I may have sold a pound or two, don't recollect positively.

I may have given away sometimes a half dozen or dozen bunches;

Question. State in the division of the Grants in 1868, how many bags you got of good peas & of dark peas & how many the Branch got of each kind.

1
Question. Since you stopped farming together who has used the 3 Glens above alluded to?

Answer. I have used them a little, have since thrown them aside; used them in 169. then bought a more improved kind of Glens & have used them ever since.

Question. In your ap there is a charge of \$25⁰⁰ for amt paid L.W. Stratley. State what it was for.

Answer. A work bench, Chicken Hovels, oil cloth in the passage & dresser, & gallening soap. They are all there, the hovels have gone nearly to pieces.

Question. In your ap there is a charge of \$88⁰⁰ paid R.W. Gibbs, say whether or not that was the whole amt of Gibbs ap or one half of it, & whether Mr Branch did not pay the same amt as his one half?

Answer. I do not know, but my recollection is that I paid nearly all the bills of Gibbs. Branch did not pay much money.

Question. State for what the \$74²⁵ charged in your ap as paid the Sheriff of Sumner at Millingtons sale, was for.

Answer. It was for the 3 calves purchased at Millingtons sale. Sale being made by the Sheriff. one of them was killed

labor alluded to in my deposition.
The charge of \$55⁰⁰ cash paid me, in
the 25th Nov /68 & also the charge of \$96⁰⁰
cash paid me 29th Dec same year I do
not recollect, if I knew what it was for,
I might recollect.

All of the charges for labor in Jan'y /69
were after we ceased to work together.

Cross Examination of James A Williams
by Plaintiffs Counsel.

Question. In your abk there is a charge on
Feb 12 /866 of \$28.96 paid to the Peters-
burg Iron Works Co; What was that abk;
what it was for?

Answer. I bought 3 plows there, a 2 horse
plow & 2 single plow, that was what
the abk was for, do not remember buy-
ing from them anything but the 3
plows. The plows are there, what is left of them.
one of them is a mere skeleton.

This abk with all my other abks were placed
in the hands of Geo Clarke my cousin,
& I do not know what became of them,
whether he has them or myself.

Question. How long since you dissolved
the Partnership or ceased to work together?

Answer. We commenced in Feb 1866 &
dissolved the 1st of January 1869.

of \$485¹⁸ as due him by the firm of Branch & Williams.

Answer There was a new double flow there when I got there, it was taken away by Mr Branch when he left.

As to 40 lbs of brown sugar in Feb /66, I carried ^{when I got there} sugar there, I think sufficient to last the year, there was 230 lbs carried by me, it is included in Sutherland & Co, besides which there was 25 lbs of white sugar carried by me, also 2 half bbls of whiskey all of wh were included in Sutherland & Co, as to charges in relation to shoes I do not recollect, but as to other things, Straw cutter is there now, I never knew one to cost before was for more than \$1000, never bought one.

The charge of \$74⁵² for note paid O G Bell was for the wagon purchased of him & Mr Branch took the wagon away with him. The charge of \$90⁵⁴ paid to J W Grubb was I reckon for his (Branch's) rent the year before, I don't know, but I reckon it was for that.

As to due bills for \$22⁵⁰ I don't recollect, no body worked there by the day to that amount that I remember.

The charge of \$199⁰⁰ of the 11th March '67 was the money paid to me by Branch's wife

Answer. I do not think it was there, the smallest pile of meat for that many lbs I can say. Some of the other witnesses may know more about it than I do.

Question. Another item in paid ~~at~~ is 84 barrels of corn, what have you to say to that.
Answer. I do not think it was there.

Question. Another item in paid ~~at~~ is 8000 lbs of black fodder, what have you to say to that.

Answer. I do not think that was there.

Question. State as near as you can, how much of pork, corn, & fodder, were ready brought by Mr Branch to the farm for the use of the firm.

Answer. That would be hard for any man to say. I did not see it all, ^{all the fodder} some of it was packed away in the loft, but there was not that amount of corn, ^{pork} ~~fodder~~ there. Other witnesses may know more about it. I must leave it to them. Wm Hale testified on that point, ^{as to} the item as to me double drag; I say that there was no double drag there until I made one.

Question. Can you say anything about the correctness or incorrectness of Mr Branch's ~~at~~ filed with his depositions in this cause, showing a balance in his favor

1
Answer. I don't see how he can make it; his traveling expenses, exclusive, tavern bills, could not have been more than ten dollars each way; such was the amount I paid when I come down.

Question. At what date did the Partnership, if Partnership there was, between Branch & yourself commence?

Answer. I think it was in 1866, as well as I can recollect, about February 12th.

Question. Was the firm responsible for Mr Branch's traveling expenses in October 1865, the date of the above mentioned charge?

Answer. I don't think it was; if he was going to make a charge against me he should have told me.

Question. The next item in said ac^t, is a charge of \$100⁰⁰ for expenses to Petersburg & back in business; what have you to say to that.

Answer. I don't know what business it was in 1865. He went with me in 1866, at which time I paid all the expenses, both there & back.

Question. The first item in Mr Branch's ac^t purporting to be a list of articles furnished by James Branch to the firm of Branch & Williams is 3626 lbs of Pork at 18 cts per lb. what have you to say to this?

1
Question. State how, & by whom the foregoing also mentioned in your deposition were made up.

Answer. They were made out by yourself, from papers I gave you (referring to G. Clark's

Question. State whether or not all the vouchers & memoranda or papers furnished by you as above mentioned, were just & correct charges to be entered in said ac.

Answer. They were all correct, so far as I know.

Question. You have had read to you, Mr Branch ac. P amounting to \$1120⁵⁶ & a charge for Tobacco the value of which is not stated in the ac; say what you may know as to the correctness of said ac.

Answer. The ac so far as I can recollect is just. I got the money for the check from Bank & used it. As to the Tobacco it was a small patch raised by myself, for my own use, I suppose he thinks half of it his. I have part of it hanging up now: \$25⁰⁰ would pay for it all.

Question. In your Branch ac, additional to his ac P, the first item is a charge of \$51⁰⁰, one half of \$102⁰⁰ amounting to traveling expenses to Salem, Essex County & back, twice, in connection with purchase of farm; what have you to say to that?

Answer. So far as I can recollect the a/c is correct. As to the first charge of \$2000 Mr Branch furnished me with \$7900 of the firm money, & the remainder was paid out of my individual money.

Question. You have had read to you a/c to find there is amounting to \$171.04 of money paid by you for the firm of William & Branch. for which you have no vouchers. Please say whether it be correct.

Answer. It is correct so far as I can recollect. The a/c was made up by memorandum furnished by myself. & all the papers I gave you were correct so far as I know. The a/c was made up by yourself.

Question. There is a charge of \$1750 paid to Lett Heyden for drawing deeds & stamps, entered in a/c & charged at the foot thereof. State what you know as to its correctness.

Answer. All correct so far as I know. I paid him the money in this office.

Question. You have had read to you a/c D amounting to \$599.30 of charges claimed to be due from James Branch to yourself. State whether it be correct.

Answer. So far as I can recollect it is right.

v. L. T. Clarke

The depositions of James A. Williams, taken at the office of L. B. Vayden on 18th day of Aug. 1874 pursuant to subpoena notice to be given as evidence on behalf of said Williams in the case of James Branch vs. him, in the presence of Gen. T. Clarke counsel for said Williams, & L. B. Vayden counsel for Branch. The said James A. Williams being first sworn on the Holy Evangelists answered as follows to the following questions

Question: Look upon your account A. given herewith amounting to \$850.57^x of money paid out at different times by yourself for the benefit of Williams & Branch for which you claim to have vouchers, and say if the sum be correct.

Answer: So far as I can recollect it is correct, every paper I gave you was correct as far as I know: the A^k was made up by yourself from my vouchers, which were given you three or four years ago; do not now know where they are; think you have them.

Question: You have had read to you, A^k B also given herewith amounting to \$2207⁵⁸ of money paid out by you on deferred payments for the purchase of land. State what you know as to its correctness.

Question Have you designated with pencil marks all the items in account O which were taken away from the place by you when you left.

Answer. I have.

Question: Will you state how many of each of cows hogs and sheep you took away

Answer: I took away eight cattle but one was my daughters and was never charged to the firm, twenty two sheep, and twenty two hogs.

Question How many each of cows hogs, and sheep did you leave there?

Answer: I left no hogs: I left no sheep: I left ^{only} three cattle which Mr Williams bought and paid for at Wellingtons sale

Question How much pork or bacon did you take away?

Answer: The partnership was dissolved at the expiration of 1868. I remained there during 1869 and took away only such pork or bacon as I raised that year.

Answer. I could not. The expenses were really more but I did not charge the full amount expended.

Question: Will you please exhibit the books containing the material for account N.

Answer: I have the books ~~here~~. The account was drawn off by Dr Lanson and Mr Atkinson from them but I cannot at this moment point out all the items as charged.

Question: Is the charge in account N of 50 Dollars as of the 20th of February, 1866 the same as the charge in account P for the same amount of the same date?

Answer: They are both the same

Question: Are there any other charges for the same thing or things made in more than one of the accounts N, O & P

Answer. All the items in account P, are embraced in account N except the check for 738⁰⁴ Dollars.

Question. Are the items in account additional to account P embraced in any other account?

Answer They are not.

Question. Are the items charged in account O embraced in any other accounts.

Answer They are not.

Question: Then I understand that accounts N & O, the additional account to account P, and the charge for the check of 738⁰⁴ Dollars cover the aggregate amount of all your accounts.

Answer. They embrace the amount of my account against Branch & Williams but not against Williams individually.

of Bacon hams charged in the 26th June 1863

Answer. Here it is.

Question. Has there been any erasure in said book of the figures of the original price charged for said hams and other figures made in their stead?

Answer. I cannot answer that positively as it has been so many years since the entry was made

Question. Please state what connection your two trips to Roanoke and back and your trip to Petersburg, the expenses of which are charged the account additional to account P, had with the purchase of the farm.

Answer. Mr Williams wrote to me and told me also that he would pay one half my expenses in going to Roanoke and Petersburg and back on business connected with the purchase of the farm. I would file herewith telegraphic dispatch of Williams to me in reference to the matter marked Q

Question. This Telegraphic Dispatch marked Q explains one visit to Salem. Explain the connection which the other visit had with the purchase of the farm?

Answer. The visit referred to in the telegraphic dispatch was the last. He wrote to me to make the first visit or send my wife who could make all necessary explanations about the purchase of the farm. I went myself and not wishing to take the amount of money in my person Mr Williams came ^{down} with me, ^{at my request} and returned.

Question. Could you not ^{have made the} ~~make~~ two trips to Salem & back for less than 102 dollars of traveling expenses?

account to Mr J. A. Williams and acted for a statement of the same.

Answer. In the year 1867 or 1868 I am not positive which Mr Williams requested me to make out my account for settlement. I replied that I could do so as soon as I could get them made out, not being able to do so myself. I finally succeeded in securing the services of D. J. Lawson who made up my accounts for me partially but they were never completed. D. Lawson and myself made an effort to settle the same but the accounts being incomplete could not do so.

Cross examined by defendants counsel

Question: Do the accounts N. O. & P include all your accounts with James A Williams and the so-called firm of Branch & Williams or are they in addition to the accounts drawn off by D. Lawson and filed among the depositions of other witnesses heretofore taken?

Answer. The accounts N. O. & P with the account additional to account P include all the charges against James A Williams and the firm of Branch & Williams.

Question. Where is the book or books from which account P. and the account additional to account P?

Answer. I have two books here with me. Some portions of the accounts were kept on a piece of foolscap paper which has been mislaid since the account was made out.

Question. Will you show me from your books the charge in the additional account to account P of 69 pence?

live together as one family. My oldest son rendered such services on the farm as a boy of his age could do, such as hauling wood, going to mills, planting corn, thinning corn and such light work. ^{He was the regular hog feeder.} My daughter did such work about the house, as bringing in meals, clearing off tables, washing tea things, cleaning up the house, making up beds, and such other work as is customary about a house. She also frequently assisted in milking the cows. She and her mother raised a great many fowls which were used for the joint benefit of both families.

Question. State whether or not the services were worth their board?

Answer. I think their services were worth their board.

Question. What have you to say of the charge in your account of 2626 pounds of pork, of 84 Bbls of corn and 8000 pounds of blade fodder?

Answer. They are correct and the entries were made in my book at the time the articles were furnished.

The defendant had his book present and stated that the charges corresponded with the accounts.

Question. Explain your charge of a check for 738⁰⁴ Dollars on February 13th 1867 charged in your account B.

Answer. In February 1868 Mr. Williams & myself went to Norfolk with our Peanuts as of to sell them. The Peanuts were sold, the check was handed by me to Mr. Williams, who drew the money thereon. It was left with him to be applied as a payment on the land, but whether so applied I do not know. The date in the account should be February 1868.

Question. Say whether or not you ever presented your

when at the bar

Question Look in account O, filed herewith, of articles furnished by you to Branch & Williams, ^{on entering into the partnership} and say if the same is correct or not.

Answer. The account is correct but the articles marked in pencil were taken away by me, in 1870 when I left

Question. What have you to say about the charge of 103⁵⁰ Dollars in the account of James A. Williams against you for error in division of Peanuts for 23 Bags containing 69 Bushels over your share?

Answer. In reply to that I do not know what his share was, or rather the share he got. He went into the barn and took what he thought was one half of the crop. I carried out of the barn 56 Bap of good Peanuts for my share of that kind. I carried out of the barn 37 Bap of ~~dark~~ peanuts for my share of that kind. The proceeds of the sales of these Peanuts I kept as my share.

Question What have you to say as to the charge of James A. Williams against you for the board of your three children for 2 yrs 11 mos & 15 days each?

Answer. When we first went into partnership I asked him how we should live and if we should have separate tables. I told him I could not afford to buy board for my children as I could feed them cheaper. His reply was that what he had would all belong to my wife and children; that there was no necessity of having separate tables and that we should all

The deposition of James Branch and

taken at the office of L^d Stayden on the 28th day of March 1843 pursuant to the annexed notice to be read as evidence on behalf of James Branch in the suit of James Branch vs James A. Williams, in the presence of Geo. J. Belantje counsel for said Williams and L^d Stayden counsel for said Branch.

The said James Branch being first sworn in the holy evangelist answered as follows to the following questions

Question. Look at account ^{herewith filed} P, of payments made by you to James A. Williams and say if the same is correct? The amount of this account is \$120 ⁷⁶/₁₀₀

Answer. The account was made at my instance and the charges taken from my notes and is correct as far as it goes. The disbursements mentioned in account P was worth about 100¢.

Question. Look upon upon account N, herewith filed, of payments made by you for Branch & Williams and say whether or not the same is correct; say at whose instance the said account was made out and whence the materials for the account were derived.

Answer. This account is correct, it was made out at my instance and the materials were taken from my notes. The same was made out by G. R. Atkinson Esq.

Febby. 13. 1866

Account of James A. Williams &

Jan'y 20th 1866 Paid out for repairs
on double & single Bars

To old muser 5⁰⁰ - - 5.00 +

Febby 15th 1866 New two horse plough 9.50 +

loaned to
Mr. Williams En Peters

Burge fifty dollars 50.00 +

20th Paid out for fish & oysters 1.30 +

21st due Mr. Williams 100 11.00

To 40 lbs Sugar at 16.00 6.40 +

March 3th Paid out for fish & oysters 1.30 +

3th 1 Barrell of Apple Brandy at 40 28.00 +

March 20 James Branch Bought

To 1. Sack of Salt at 4.00 4.00 +

To 1 Bag clover seed at 2.00 2.00 +

To Freight & Drayage 1.01 +

To 1 Bushel Irish potatoes 2.00 +

20th 1866 Jas Branch

Paid out for fish 20 - - 20 +

28th Paid for repairs on middle bit 50 +

6 lbs lemons 10 Bushels 6.00 +

20th Mr. Jas. A. Williams

Paid Lewis. M. Sprattley 25.00

For crops hovel oil cloth & 0

31st Jas. Branch - - -

To 4 Bushels oysters at 40

Bought of Sharper Hill 1.60 +

April 14th Jas Branch Bought

2 Bushels Irish potatoes 4.00 +

1 Bunch fish at 25 25 +

31st ~~Jas Branch~~

~~2 1/2 Bushels~~

~~potatoes~~

January 1st 1866 Longwood \$1000

Supplied By Jas. Branch

A list of com. order to

of mount. of Parkers at Parkers

Killed red hogs maid 26.36.36 +

1 Sack of Salt at .5 25 +

2 lbs of Salt peter at 50 11 00 +

2 hand cags at 125 2 250 +

1.18 Barrels of Corn +

8000 lbs of fodder at 150 120 00 +

3 Bushels of Black eye peas 4 20 +

8 Bushels of Black peas 8 00 +

38 head of hogs

8 head of cattle

14 head of sheep

1 Pair of mules

1 horse

1 horse plough Old one

2 single ploughs

3 old shovel plough

1 Cultivator

1. 25 Tooth drage

3 grubbing hoes

1 Wagon

1 Tumbler cart

3 Axes

2 Iron Wages

4 chisels

1 Jack Plane

2 Augers

4 sets of Plough traces

harness

7 more shovels

1 Spade

Supplied By Jas. Branch

April 1st 1866 To 29 Bushels of Potatoes

Planings at 150 43 50 +

Branches Out,

Acct N

Given with James Branch's
deposition

1878

Sept	31	Amount brought forward	197 06
		Sept 11 th 2.50 ⁰ Lewis Hall 2.00 ⁰ W. Thacher 2.75 ⁰ W. Hamilton 5.00 ⁰ K. B. Keith 5.00 ⁰	17 28
Oct	3	Sept 11 th 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰	22 15
	4	Sept 11 th 1.00 ⁰ W. Thacher 1.00 ⁰ W. Thacher 1.00 ⁰ W. Thacher 1.00 ⁰ W. Thacher 1.00 ⁰	12 00
	13	Sept 11 th 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰ J. S. Swallow 1.00 ⁰	1 53
	14	Sept 11 th 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰	13 75
		Sept 11 th 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰ W. Thacher 2.00 ⁰	7 75
	24	Sept 11 th 1.75 ⁰ J. S. Swallow 1.75 ⁰ J. S. Swallow 1.75 ⁰ J. S. Swallow 1.75 ⁰ J. S. Swallow 1.75 ⁰	4 40
	25	Sept 11 th 5.50 ⁰ W. Thacher 5.50 ⁰ W. Thacher 5.50 ⁰ W. Thacher 5.50 ⁰ W. Thacher 5.50 ⁰	55 10
	28	Sept 11 th 1 50 ⁰ W. Thacher 1 50 ⁰ W. Thacher 1 50 ⁰ W. Thacher 1 50 ⁰ W. Thacher 1 50 ⁰	1 50
Nov	9	Sept 11 th 4.55 ⁰ W. Thacher 4.55 ⁰ W. Thacher 4.55 ⁰ W. Thacher 4.55 ⁰ W. Thacher 4.55 ⁰	20 35
	14	Sept 11 th 1.12 ⁰ J. S. Swallow 1.12 ⁰ J. S. Swallow 1.12 ⁰ J. S. Swallow 1.12 ⁰ J. S. Swallow 1.12 ⁰	9 12
	15	Sept 11 th 1.12 ⁰ W. Thacher 1.12 ⁰ W. Thacher 1.12 ⁰ W. Thacher 1.12 ⁰ W. Thacher 1.12 ⁰	27 85
	29	Sept 11 th 96 00 ⁰ W. Thacher 96 00 ⁰ W. Thacher 96 00 ⁰ W. Thacher 96 00 ⁰ W. Thacher 96 00 ⁰	96 00
		Sept 11 th 4.75 ⁰ J. S. Swallow 4.75 ⁰ J. S. Swallow 4.75 ⁰ J. S. Swallow 4.75 ⁰ J. S. Swallow 4.75 ⁰	11 58
		Sept 11 th 1.25 ⁰ W. Thacher 1.25 ⁰ W. Thacher 1.25 ⁰ W. Thacher 1.25 ⁰ W. Thacher 1.25 ⁰	4 49
		Sept 11 th 1.18 ⁰ J. S. Swallow 1.18 ⁰ J. S. Swallow 1.18 ⁰ J. S. Swallow 1.18 ⁰ J. S. Swallow 1.18 ⁰	3 17
		Sept 11 th 1.09 ⁰ W. Thacher 1.09 ⁰ W. Thacher 1.09 ⁰ W. Thacher 1.09 ⁰ W. Thacher 1.09 ⁰	2 27
		Sept 11 th 1.14 ⁰ J. S. Swallow 1.14 ⁰ J. S. Swallow 1.14 ⁰ J. S. Swallow 1.14 ⁰ J. S. Swallow 1.14 ⁰	14 75

Amount by bank received from Thomas H. Adams & Co on bill amount 106 64

1879	2	Sept 11 th 1.19 ⁰ W. Thacher 1.19 ⁰ W. Thacher 1.19 ⁰ W. Thacher 1.19 ⁰ W. Thacher 1.19 ⁰	1 19
Sept	9	Sept 11 th 3 73 ⁰ W. Thacher 3 73 ⁰ W. Thacher 3 73 ⁰ W. Thacher 3 73 ⁰ W. Thacher 3 73 ⁰	3 73
		Sept 11 th 2 22 ⁰ W. Thacher 2 22 ⁰ W. Thacher 2 22 ⁰ W. Thacher 2 22 ⁰ W. Thacher 2 22 ⁰	2 22
	15	Sept 11 th 5 58 ⁰ W. Thacher 5 58 ⁰ W. Thacher 5 58 ⁰ W. Thacher 5 58 ⁰ W. Thacher 5 58 ⁰	5 58
	25	Sept 11 th 9 95 ⁰ W. Thacher 9 95 ⁰ W. Thacher 9 95 ⁰ W. Thacher 9 95 ⁰ W. Thacher 9 95 ⁰	9 95
		Sept 11 th 7 89 ⁰ W. Thacher 7 89 ⁰ W. Thacher 7 89 ⁰ W. Thacher 7 89 ⁰ W. Thacher 7 89 ⁰	7 89
		Sept 11 th 2 26 ⁰ W. Thacher 2 26 ⁰ W. Thacher 2 26 ⁰ W. Thacher 2 26 ⁰ W. Thacher 2 26 ⁰	2 26
	28	Sept 11 th 2 25 ⁰ W. Thacher 2 25 ⁰ W. Thacher 2 25 ⁰ W. Thacher 2 25 ⁰ W. Thacher 2 25 ⁰	2 25
		Sept 11 th 3 90 ⁰ W. Thacher 3 90 ⁰ W. Thacher 3 90 ⁰ W. Thacher 3 90 ⁰ W. Thacher 3 90 ⁰	3 90
		Sept 11 th 4 30 ⁰ W. Thacher 4 30 ⁰ W. Thacher 4 30 ⁰ W. Thacher 4 30 ⁰ W. Thacher 4 30 ⁰	4 30
		Sept 11 th 3 47 ⁰ W. Thacher 3 47 ⁰ W. Thacher 3 47 ⁰ W. Thacher 3 47 ⁰ W. Thacher 3 47 ⁰	3 47

1868

1867.

Dec	27	Shirts brought forward	872 93	163 32
Nov	9	To Cash paid R F Helms ^{50¢} Harriet for picking peas ⁴⁰	50 40	
		1 paid Davis Bros for salt	6 81	
	23	1 paid Daniel Chapman for shoes	3 00	
July		1 Cash to Daniel	3 00	
		1 paid tobacco for Henry Hill	1 25	
		1 Cash	1 25	
May		1 paid for Medicine	25	
Jun		1 paid Henry	1 00	
July	11	1 Cash to Charlotte	50	
Dec	28	1 pd Wyekeah Gray for Richmond's work	14 00	
		1 Cash to Williams to pay off hands	5 00	
	27	1 paid Stokes for bags & Whiffy	16 35	
		Balance		308.42

971 74 971 74
308 42

To Balance due

		Produce of Apple Pie for Great potatoes	16 60
		11 " " S O Thomas for Surgeon	1 28
		11 " " Apple Pie for 88 Bushels Peas & Mole	193 56
		Balance	46 98

308 42 308 42

To Balance

46 98

1868.

Nov

1 paid Richard Pear, Harriet ⁴⁰ Rose ²⁹ Daniel Chapman ¹⁷⁶	4 16
Halter & Harker ¹³⁷ Wm Roberts. Keyser ¹⁰⁴ ⁹³	3 33
Tom Butler, ⁴⁴ Eliza Jones ⁴⁴ Sarah Jones ¹⁹	1 47
Mary Kayport, ⁹⁶ Nellie ¹² John Nelson ⁷²	1 80
Sam'l Clayton ⁸⁰ Nancy Kayport ⁸⁸	1 68
Phillis Nelson ¹³⁰ Julia Johnson ⁵² Patrick ¹⁵⁶	3 38
Cain ⁴⁴ King Hill ⁸⁰ Henry Hill ²⁹⁶ Melly ¹¹²	5 52
Esther ¹⁶⁶ for Clayton ⁴⁰ Emeline ⁸⁰	3 16
1 paid Estlin & Son, Patrick ⁵⁷ Cain, ¹¹² pt Kellingberg ⁷⁵	2 37
Current forwards	73 75

Branch & Williams

Debit with James Branch

1866

Jan'y	20	To repairs to Dring's Cars	5 00
Feb'y	18	" 1 Bushels of peas	9 50
	20	" Cash to Jas. Williams in clearing	50 00
	21	" paid for fish and oysters	1 30
		" 40 in Br. Sugar	187 6 00
Mar	3	" paid for fish & oysters	1 30
	14	" 1 Cotton Shirt	1 75
	20	" 1 sack Salt ^{6.00} Bloomed Off ^{21.25} 11 Bushels Potatoes ²⁴	27 25
	24	" paid for fish	20
	28	" repairs to Dring's Car 18 Bushels Salt ^{6.00}	6 50
	31	" 4 Bushels Oysters for Thacker's Car	1 40
Apr	14	" 2 Bush. Potatoes of Fish 10 others to Caroline ^{4.00} ^{1.25} ^{2.30}	1 53
		" 2 yds Cloth 50¢ paid Caroline for to Norfolk ^{1.50}	2 50
		" 10 Bushels Salt by James Branch	1 00
	6	" paid for Timber bet. two mills	5 00
	7	" paid for sugar	75
	10	" 2 Pick for ^{2.50} Blue Soap ²⁵ ²⁵	3 00
		" Cash to H. W. for ^{11.50} 8 yd. Sugar	11 81
		" paid for Sugar, Oysters, Sugar, and Blackberries	22 50
	20	" paid Robt. Johnathan repairs to Carriage	3 50
	25	" 1 for Dring's for June ^{2.35} Paid for Richard ¹³	2 28
June	2	" paid for, Manned, Richard & Mason for Rails	1 10
	29	" 4 1/2 Bushels Black Peas ^{1.50}	5 12
		" paid Moses Gibbs for 2 Boys work	1 85
July	3	" paid for fish & oysters ⁷⁵ 12 th fish Crabs ¹⁵	40
	18	" paid Moses Gibbs ⁶⁰ Thad King ³⁰ Sugar meat to Chapman ^{1.00}	1 90
Aug	28	" 1 Cotton Shirt	75
Sept	1	" paid Sam. Spradling for peaches	1 50
	4	" paid for Melching ^{10¢} Clearing Mill ^{1.25}	11 25
	10	" 2 in Bush Salt ⁴⁰ 1/2 a Powder ³⁰	70
	11	" paid for Melching ^{18.50} Cash to Williams going to Norfolk ^{20¢}	38 50
		Carried forward	238 47

Branches met

accr 0

Given into James Branch's
deposition

Branch vs Williams

account additional to account P

filed with James Branch's
deposition

Accounts additional to account P

1865

68

To your exp of \$102.00 amt of travelling

expenses to Salem Roanoke & back twice

in connection with purchase of farm -

57 00

" To - to Peter's back - same time

1 000 -

" Amt of Hire of Negro Woman Willy for 1864

& 1865 in Confederate Money - \$200.00

1866

Feb

" Cash paid to Mrs Williams in Petersburg for

purchase of Window Curtains

6 00

1863

Dec 20

" 69 lbs Bacon Hams - 1.7¢ per lb -

Am of Paid for Renting per year for 3 years -

Branch
(or
Williams

Branches &c

acct P

filed with James Branch's
deposition

Amount of Cash paid by Branch to Williams at several times, also paid for him out of partnership funds & one check for produce sold.

1866

July	20	Cash in Petersburg	50 00	
Sept	11	" " going to Norfolk	20 00	v
Octo	1	" for back Country for shoes	2 25	v
1867	8	" Cash to W	10 00	^
Nov	13	" Cash ^{2.50} 20th Cash ⁷⁵	3 25	^
Dec	12	" for Monday boat	25	^
July	13	" Check	738 04	
" 1868	8	" Cash ^{10.00} 14 th Cash in Norfolk ^{2.50} 16 th Cash in Smithfield ²⁵	12 75	
	28	" Cash	2 00	
July	8	" Cash	1 00	
	27	" Do	5 00	
Augst	12	" Do	10 00	
Nov	21	" Do ^{1.75} 20th Do ^{55.10}	56 85	
	29	" Do	96 00	
1869	28	" Do	3 00	

March 1868

" Agent received of Williams, Cash for

Mer Williams also received sales of a lot of Tobacco

Amount not known

1115.39
145.37
 1120.76

Vouchers for
Williams'
Acct. "A."

N. Crook

59.4

Mr James A. Williams ^{Pro: gale}
1860
auct 8th ^{Boat of A Duck} ^{for sale} ^{solts} 030 15
" " " 12 Grocers Quinies Dec 24
" " " for William Gale 39
Rec Payment auct 23th
for A. Duck

26 Nov, 1885

640

M. L. T. Davis. L. W. Davis.

GROCERIES,

LIQUORS,

TOBACCO,

SNUFFS, &c.

TERMS—NET CASH.

Norfolk, Va., Nov 2 1866

M. L. T. Davis & L. W. Davis

Bought of DAVIS & BROTHER,

WHOLESALE GROCERS & COMMISSION MERCHANTS,

AGENTS FOR VENABLE'S SNUFFS & FINE CUT CHEWING TOBACCO.

No. 24 ROWLAND'S WHARF.

<i>1 Bush of Salt</i>	<i>2 1/2</i>	<i>2</i>	<i>55</i>	
<i>1 " L. D. "</i>		<i>3</i>	<i>60</i>	
<i>Drayage</i>		<i>25</i>		<i>6 40</i>

at Smith

160

Paid of James William
one Dollar & fifty cents
for cash Paid for paper
Mar 23rd 1866 Direct

Branch & William

after 1970

1.1. 1970

Mepus. Branch & Williams Dr.
1861.

To J. T. Frazier & Co

To	1 pr. shoes for Boy.		\$2.25
"	"	per order with paid Henry Hill	5.00
"	"	1 lb white Sugar @ 22c.	"22
"	"	1/2 oz. Blue Map. @ 25.	"25
"	"	22 lbs. flour @ 9-c	1.98
			\$9.70 cts

Oct 9th 1861 Recd payment in full to date
per Est. for J. T. Frazier & Co

Williams & Branch

20 Apr.

\$ 6.00

B. Jones & Co.

6.00

Messrs. Williams & Beach

1867. To B. Jones & Co. for

Mar. 3rd To J. W. Shaw for Henry, \$ 2.50

May, 6th " 1 Bl. Cotton 808 3.50

July, 27th Received payment in full \$ 6.00

1868 B. Jones & Co
for E. P. Epps

U. G. Smith

2. 25

Burwell's Bay July 7th 1866
Williams & Branch

Bot. of A. Duckney
2 gal C. whisky \$7.00

Thos. Pym

A. Duckney

P. M. 1871

1871

1871

One oil cloth one fatening coob eight
chickens hovels Two pens of manure two
tables and one safe and work bench
and dresser all amount to twenty five
dollars - Received payment in full of
James Williams ~~and James Branch~~

March 20th 1866 - Lewis M. Spratley

Swathby 1810

2, 21-

Norfolk, Va., Feb 15 1868

M & P Williams & Co

Bought of GWATHMEY BROTHERS,

Wholesale Grocers and Commission Merchants,

13 Wide Water Street.

TERMS—Net Cash.

Journal Print.

1 Bbl Fav

At 90

Recd Payment

2 50

25

2 45

Gwathmey B.
M. P. Williams

William D. Branch

35.88

~~4.150~~

~~12.65~~

~~48.73~~

35.78

28.00

10.78 due

W. D. Ely Stf

Due Oct 1867

35-88

Mr. Jas A Williams & Jas Branch

1867.

To E. L. ELEY, Sheriff of Isle of Wight Co.

To Capitation Tax, at 60	1	20
2 " County Levies, at.....	2	90
" County Tax on Lands, Property, &c.....	7	89
" Revenue on Personal Property, Bonds, &c.....	2	88
" 370 Acres of Land, Valued at..... <i>7.15.10</i>	21	00
Clerk's Fees, \$ ~~126.50~~ Commissioner's do.	35	87
<i>Received Payment.</i>		~~150.00~~
<i>E. L. Eley</i>		~~372.87~~
.....		Sheriff.

Deputy.

B. Jones & Co.

1865

Keper Branch & Williams
1867 Bought of B Jones & Co
Mar 30th \$1 for shoes for Henry \$2.50

A. A. Williams &
James Branch

27.10
223
27.38

Day book

1865

27.10

M. J. A. Williams & James Branch

1868

To E. L. ELEY, Sheriff of Isle of Wight Co.

2 To Capitation Tax, at	56
2 " County Levies, at	4 30
" Parish Do. at	
" Revenue on Personal Property, Bonds, &c.	11 02
" Tax on \$ excess of \$100 yearly income, ...	1 22
" Acres of Land, valued at \$7000	9 80
Clerk's Fees, \$; Commissioner's do.	

\$27.10

Received Payment,

E. L. Eley

Sheriff

Deputy

My Mother

Recd^d of Williams & Branch 3 dollars
for the hire of ~~my~~ son Walter

Oct^r 9th 1867

Mark
Mary & Thacker

J. A. Frazier

10.00

Received of James William
ten dollars in full of all
account to date }

Oct 9 1884 . C. G. Franier
per G. H. Lykes

100. Plume

26

12.00

Mr J. A. Williams

Petersburg, Va. Aug 13 1866

Bought of W. T. PLUMMER & CO.,

IMPORTERS AND DEALERS IN

HARDWARE,

SADDLERY

AND

COACH MATERIALS,

Table and Pocket Cutlery,

Blacksmiths' and Carpenters' Tools,
Building Materials,
Stoves and Cooking Utensils,
Leather and Rubber Belting, Bolting Cloth,
Axes, Spades, Shovels, Forks, &c.

Stirrups, Bits, Spurs,
Buckles, Saddle Trees,
Terrets, Hooks, Gig Trees,
Girth and Rein Webb,
Hames, Whips, Bridles, Halters, &c.

Enamelled and Dash Leather,
Enamelled Cloths and Varnish,
Carriage Tire and Plow Bolts,
Springs, Axles, Tire Iron, Hubs,
Spokes, Felloes, Shafts, Buggy Seats, &c.

Terms Cash.

Index Job Print.

No. 10 Bollingbrook Street.

1 *Carrn Bal (Fampham's Seal)*

$\frac{1}{2}$ *Wdy Pad Hooks*

Vec Pay m

W T Plummer & Co
By MCO

\$9.00

3 00, \$12.00

W. P. G. G. G. G. G.

10 12

Petersburg, Va. Feb 13 1866
Mr. William H. Brown

Bought of W. T. PLUMMER & CO.,

IMPORTERS AND DEALERS IN

HARDWARE,

Table and Pocket Cutlery,

Blacksmiths' and Carpenters' Tools,
Building Materials,
Stoves and Cooking Utensils,
Leather and Rubber Belting, Bolting Cloth,
Axes, Spades, Shovels, Forks, &c.

SADDLERY

AND

COACH MATERIALS,

Stirrups, Bits, Spurs,
Buckles, Saddle Trees,
Terrets, Hooks, Gig Trees,
Girth and Rein Webb,
Hames, Whips, Bridles, Halters, &c.

Enamelled and Dash Leather,
Enamelled Cloths and Varnish,
Carriage Tire and Plow Bolts,
Springs, Axles, Tire Iron, Hubs,
Spokes, Felloes, Shafts, Buggy Seats, &c.

Terms Cash.

Index Job Print.

No. 10 Bollingbrook Street.

1	Hand Saw	3 50	
1	Iron Hammer	1 50	
10	Pruner Bits for	3 00	
1	Driving Knife	1 50	
1	Butcher	1 25	10 75

Respectfully

W. T. Plummer & Co.

L. W. Sackett
1/10/03

210.63

Grocer and Commission Merchant,
NO. 7 BANK STREET.

Messrs Williams & Brunch &
Botschy & Sulzlander

2 Bbls.	Chenut Grove Flour	\$11 =	\$22.00
2 "	Orange "	6 13 -	26 -
500.	B. Coffee	c 32 4	16.00
125	E4 C Sugar	c 16 1/2	20.63
125	B "	c 14 4	17.50
25	A. "	c 18 4	4.50
2.	Y.H. Tea	\$2 -	4.00
2 Hf Bbls	Whiskey	40 Ebs @ \$2.50	100
			\$210.63

July 12th 1866 Received
Geo W Sulzlander



J. P. Grayin Ho

\$6.75-

Keepers. Williams & Branch
1868

Dr. To J. T. Frazier & Co

Decer 4/15	To 1 pr shoes for Boy	2 00
" 6	" Amot pd John	25
" "	" " William	65
" "	" " Marneria	85
" "	" " Sarah & Marneria	60
1868 Jan 15	" Amount due from Collins	1 27
" "	" 2 lbs Salt petre @ 16 2/3	33
" "	" 1 Tubucket	50
		<u>\$6.45</u>

Cr. By Tubucket Returned 50
\$5.95

50

1868 July 17 Receive payment in full

J T Frazier & Co

From L. Stephenson

\$50.00

7
1 5 9 4 8

Recd H A Melman five dollars, on account
of Melman & Brook March 1st 1889

W H Stephenson

W. K. Stephens

9, 18

Smithfield a/c 13th 1869
Recd. of Mr Jas A Williams
nine dollars and eighteen
cents. being his part of a/c
of com^{rs} & Branch, a/c to
date

W A Stephenson
J R Gwaltney

A. H. White
1850

2 Mfrs Williams & Branch
1866

To A H White Dr

Nov 26	To spr men Boots		\$5.50	\$5.50
"	" 2 " Shoes	c 275		5.50
"	" 1 Hat	138		1.38
Dec 18	" 1475 Shingles	c 4 p p W.		5.90
22	" spr men Shoes	3.00		3.00
1868	" 1 " " " Dr	2.50		2.50
Dec 10	" 9 Yrs Mouseline bedain	" 257.		2.25
	Cr			<u>26.03</u>

May 15. 1868 By Cash on acct

\$15.00
dr \$15.00
\$11.03

Repayment of James H Williams

A H White

Gas At Millers for 13

$$\begin{array}{r} 32.35 \\ 372 \\ \hline 35.97 \end{array}$$

Pay bill
1868

Mr Jas A Williams & Jas Branch

1868. To E. L. ELEY, Sheriff of Isle of Wight Co., Dr.

To	Capitation Tax, 60 cents.....	
"	<i>520</i> Acres of Land, value \$..... <i>7000</i>	<i>21 00</i>
"	Ditto for county.....	<i>10 50</i>
"	County Levies at \$2 05.....	
"	Rev. on personal property, bonds, &c.	<i>50</i>
"	Ditto for county.....	<i>25</i>
"	Clerk's Fees.....	
"	Commissioner's Fees.....	<i>32 25</i>

Received Payment,

of Jas A Williams
E L Eley Sheriff.

Chks 5.98

Expenses Repaid Helen

110.46

98.10
6
588.69
49.5
1,381

Debt - - 98.10

Int - - 6.38

Cats - - 5.98
110.46

Feb 1/19 - Recd Payment in full
of Rev William
C. B. Hayden

Petersburg, Va: January 1st. 1867.
 Messrs. Williams & Branch.

Bought of Davis, Roper & Co.
 Wholesale Grocers & Commission Merchants

No. 5 Iron Front Building, Cameron St.

Term, Nett Cash. }
 1867

Octo: 1 1. Bl. Whiskey 44- 190
 1 " Extra Flour
 Freight & dray:

\$ 3 60

14 50

50

\$ 98 10.

Int. from Jan. 1st. 1868.

A copy of the act. in the suit of Davis, Roper & Co.
 vs. Williams & Branch, in the High Court of Chancery,
 District of Columbia, is hereby certified.

Millingtons vol.

14.25-

—

Branch & Williams

1	Black calf	6.25-
1	Red do	6.50
1	do do	2.00
		14.75-

Received payment

Feb 8th '67 B W Jones.
for J. A. S. Barham

John L. Merriam

1878

Received of Mr. James A. Williams five
Dollars in full of all claims up to the date
August 26. 1867

John W. Thomas

Perkins &
Cahmeyer

27.00

Messrs Williams & Branch

1866 To Perkins & Fahmeyer Dr
July 12th To 2 Collars @ 2 — \$ 4 00
" 4 Saddles @ 2 — 8 00
" 2 Back Bands @ 2 — 4 00
" 1 pr Crop Bands 5 — 5 00
" 1 Belt — 3 00
\$ 24 00
2 pr Trace Chains — @ 1 50 — 3 00
\$ 27 00



Wm. Fayant
Perkins & Fahmeyer

Sibb & Frazer
Ordn

1755

Mrs. Gilbert, & Dr. S. S. S. S.

Will let the

Brian Henry Hill have five dollars worth
of any goods he may want & change the
same to Williams & Branch.
May 30, 1867

P. d. m. m. m.

28.96

Express Print.



Mr James Branch

Bought of Petersburg Iron Works Co.

Recd Payment
T. C. Harrell Treas.

Elmer & Bertha

Elmer & Bertha

Elmer & Bertha



\$160⁰⁰/₁₀₀

Norfolk. V^a. March 9th 1866
Recd of Capt. John E. Waam on act of
James Branch One Hundred and
Sixty⁰⁰/₁₀₀ Dollars for Davis Roper & Co
Petersburg V^a. in pay of Corn
Davis & Bro
for Merking

Recd Payment in
full to date

Robt W Gibbs
Oct 9 1875 per Geo H Lee

Branch. J. Williams

1866

Dr. To R. W. Gibbs

Decr 31 To 41 lbs Nails @ 10. \$4.10

" Six dollars in cash per order 6 00

1867 Jan 10 " 3 lbs slat. pine @ 20 60

24 " 1 Almanac @ 10 10

Dr. By Due Bill

Recd pay not in full \$8.80

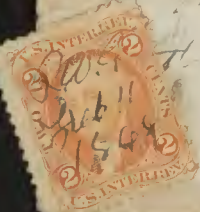
S. J. S. Co

B. W. Givens

Perk

\$20

Received of Jas^d Stilleman
Twenty Dollars in part
of his A. Branches Exp^t
Feb^y 11th 1848 \$20.00
Per^o H. Walling



William's L. & A.
Jas. Branch
2.25

D

24

✓

24

24

24

1865

James L. Williams & James Branch.. D^r
To the Clk. of Ish of Wight Co. Ct.

Dec.

Recd. of deed from James & Mary
Recd. payment of Chapman & P. J. Young & Co.
£ 2 25

Williams
V Branch

75-

2

James & Williams & Co Branch To Lumber Mills Co
1865 To Transferring 500 acres land from Henry Jones 75
Rec'd payment
of 75

Williams & Branch

1400

2.25 Clk fu

75 Carfu

→ 17.00

For Cash to

17.00

Mr James A. Williams & Sons Branch

1865

To E. L. ELEY, Sheriff of Isle of Wight County, Dr.

To	Tax on 500 Acres land, value \$ 7000	\$ 14.00
"	" White males over 21 years of age,	" " " "
"	Clerk's fees, \$ 2.25	3.00
	Commissioner's fees, \$ 75	
	Received Payment,	\$ 17.00

Sheriff.

E. Chapman Deputy.

Orvis Paper
Co.

2.75-

Petersburg, Va. *Jan 27th 1866*

Mr A A Williams

Bought of **DAVIS, ROPER & CO.,**
Wholesale Grocers and Commission Merchants,
No. 5 Iron Front Building,
Sycamore Street.

To Amt of bill Oysters

Recd Payment of

Feb 13/66

Davis Roper & Co

\$ 8.75

Vouchers &c. in
part for
Williams'
Acct. "B."

Recd. Seven hundred & ninty seven dollars
& ninty one cents of James H. Williams on
a bond I hold against Williams & Branch
dated the 27th October 1865

11 March 1868

Henry Jones

$$\begin{array}{r}
 25.485 \\
 85.188 \\
 45.187-5 \\
 \hline
 7 \\
 85.188 \\
 \hline
 203 \\
 85.1801 \\
 \hline
 2091 \\
 85.18 \\
 \hline
 88.1 \\
 77.1 \\
 20.03 \\
 00.09 \\
 7 \\
 2001
 \end{array}$$

$$\begin{array}{l}
 \div 7 = 3 \\
 \div 7 = 01 \\
 \div 7 = 7
 \end{array}$$

William Branch
Bond

Recd Two hundred dollars on the within bond
March 11/67

Henry Jones

\$1000.00 - On the first day of January, 1867, we
 James A. Williams & James Branch, promise
 to pay unto Henry Jones, One Thousand Dollars,
 with interest from date (being part of the purchase
 money of a tract of land this day sold by the said
 obligee to the said obligors. In witness whereof
 we have hereunto set our hands &
 seals this 2nd day of October 1865.

J. A. Williams
 James Branch

Seal
 Seal

Filed for record
 11 March 1868



Recd of James A Williams one hundred
dollars on a bond I hold against
Williams & Branch dated the 27th October
1865

March 1st 1869

Henry Jones

Recd. one hundred dollars of James A.
Williams on a bond I hold against
Williams & Branch dated the 27th October
1865

June 15th 1869

Henry Jones

$$\begin{array}{r}
 5000 \\
 \times 6 \\
 \hline
 30000 \\
 12500 \\
 833 \\
 166 \\
 \hline
 3500
 \end{array}$$

interest on five thousand dollars for one month & 12 days
 bill of oats with interest added
 cash recd this 10th day March /68
 whole amt
 balance due on first bond after deducting
 this amt is credited on the last bond

$$\begin{array}{r}
 18 \overline{) 1216} \\
 \underline{108} \\
 13 \text{ months} \\
 \text{six mos interest} \\
 10 \text{ day int} \\
 \hline
 1,27
 \end{array}
 \quad
 \begin{array}{r}
 40,50 \\
 \times 6 \\
 \hline
 2,4300 \\
 \underline{1,21} \\
 1,27
 \end{array}
 \quad
 \begin{array}{r}
 \$40,50 \text{ for oats} \\
 1,27 \text{ interest added} \\
 \hline
 \$41,77
 \end{array}$$

interest on one thousand dollars for twelve months & $\frac{1}{2}$

$$\begin{array}{r}
 65,00 \\
 \text{principal added} \\
 \text{by cash paid on this bond two hundred} \\
 \text{interest added for one more year.} \\
 \text{balance on first bond} \\
 \hline
 \$100000 \\
 \$106500 \\
 200000 \\
 \$865000 \\
 51190 \\
 \hline
 \$916,90
 \end{array}$$

Memo^s for
Williams'
Aut. ^h Co. & Co.

Cash for Axe	~~2.~~ 2. 00
" for 1/2 BBL fish	6. 00
" for pair Shoes	2. 50
" " " "	2. 50
" paid for Louisa	3. 25
" for 5 hoe forks	3. 50
" " 8 Eals of Sorghum	8. 00

1867

Cash loaned Branch	5. 00
" paid for 3 Gearlings	14. 25
" " Lyons	11. 00
" " for Surgeon hook	1. 00
" " Henry Jones	1. 00
" for work at Shop	. 40
" " Ozols	50
" " "	50
" " "	1. 25
" " "	. 30
" " Mrs Thacker	3. 00
Money paid for Skiff	33. 00
Cash for two hooks	3. 00
" for one line	1. 50
Cash loaned Branch in 1865.	20. 00
" paid Crocker for Oals	25. 00

~~789.~~ 82

Bills held by James A Williams vs firm

Bill of W. T. Plummer & Co for	\$10.75
" Receipt from Petersburg Iron Works	28.96
" of Sutherland & Co. W.	210.63
" " Perkins & Salymer	27.00
" No 2 of W. T. Plummer & Co	12.00
Bill of Davis & Bros for Corn	160.00
Bill of Duck for Meats for sale	39
" No 2 of " " Cash for fish	1.50
" of Sheriff for taxes	27.10
Bill of Clerk for Recd & deed. (Quinn's)	1.25
" of Meredith & Spratley for	25.00
" of Duck for Whiskey	7.00
" " Frazier	9.70
" " Sheriff No 2 for taxes	35.87
" " " No 3 " " & Recd & deed	16.00
" " of Gills & party to order	8.80
Cash for Curry Comb.	25
" " Fish	80
" " Fish	1.50
" " Loaned Branch	30
" for Nails	1.00
Cash pd sale	20.00
" for Reas	8.00
" " Fish	92
" " Loaned Branch	10.00
Pay of Shadrack King after harvest	3.50
20 par for fish	.50
" " for "	1.00
" " " Salt	15
" Cash loaned Branch from Potatoe money	10.00
Paid for fish	4.00
" " "	.50
Cash for Shoeny Kit	1

Gas Barrel 18.36
apt 23.00
28.36

48.36
1.25

49.61 due

This is amount of money which I
 owed William Pearce & his Branch
 which he now owe me

1866

Sept, Cash & Branch Co
 To Jas. D. Williams

To Cash & Branch (Branch) 30

" " " " 10.00

" " " " 5.00

Due Jas. D. Williams Indr (15.30)

This is for sweet-potatoes made in the place
 which Jas. D. Williams sold and received the money

Cash & Branch Co
 To Jas. D. Williams

1866

Sept. 1,

To 26th Bobs sweet potatoes @ 3.25 p 100 \$ 84.12

By Cash paid Jas. D. Williams 20.00

To " " " " 10.00

By his half of sweet potatoes (Branch) 43.06

(39 6 12 \$ 63.06

Balance due Jas. D. Williams Indiv. 33.06

To Cash paid for transferring dues & turn 1.25

\$ 34 31

Las. Branch Dr

To Las. A. Williams

To Board for his Son John Branch
^{yr. mo. da}
2.11.15 at \$10.00 per Mo = 355.00

To Board for his Son Las. Branch ^{yr. mo. da}
2.11.15 at \$8.00 per Mo = \$284.00

To Board his Daughter Ider ^{yr. mo. da}
2.11.15 at \$10.00 per Mo = 355.00

Amt due Las. A. Williams $\begin{array}{r} 2) \$994.00 \\ \hline 497.00 \end{array}$

This Board is charged from Feb. the
15th 1866 to Feb. 2nd 1868, Making
two years eleven mo. and sixteen days

The following is a list which I
 Geo. W. Williams paid out for things
 out my Individual money, for the
 benefit of Williams Branch

Barb. fish	for turning round	25-
"	"	50
"	"	1.50
"	"	1.00
"	"	8.00
"	"	82
"	"	150
"	"	1.00
"	"	15
"	"	1.00
"	"	50
"	"	1.13
"	"	2.00
"	"	6.00
"	"	5.00
"	"	3.50
"	"	8.00
"	"	1.00
"	"	50
"	"	1.25
"	"	50
"	"	30
Forward over		

Am't brought over from page
Cash paid for 2 Fish Hook 8.00
" " " 1 Litter 1.50

Charges against William F. Branch
 which I paid. William paid out of my
 individual money,

Cash Paid C. B. Hayden for Davis Report &c	110.46
" " Davis Report &c Bill	8.75
" " H. T. Plummer & Co	12.00
" " Petersburg Iron Works & Co	28.96
" " H. T. Plummer & Co	10.75
" " G. L. Ely Taxes	35.57
" " Q. H. Gibbs	6.50
" " Fairbairn & Co	24.00
" " Davis Report &c	160.00
" " A. Duck	7.00
" " A. Duck	1.50
" " Geo. H. Challenor (Suttons)	210.63
" " G. L. Ely Taxes	27.10
" " L. E. Hayier & Co	8.80
" " Davis Report & Frutley	25.00
" " L. E. Hayier & Co	10.00
" " B. Jones & Co	6.00
" " L. E. Hayier & Co	5.55
" " G. L. Ely Taxes	18.00
" " N. S. Goding	2.25
" " Transferring Land	75

Cash paid Chas. M. Lyons	\$11.37
" " R. W. Jones	14.25
" " Ed. Wiley Gars	32.25
" " Wm. H. Stevens	5.00
" " A. H. White	11.00
" " Swathmore & Bros	2.45
" " Ed. Wiley Gars	16.00
" " Henry Jones	1.00
" " Davis & Bros	6.00
" " Capt. Crocker - Car	25.00
" " J. L. Jones & Co.	2.50
White & Cooper for Bacon	1.50
Point Pair shoes to Wm. M. Gale	2.50
Cents to Sam	1.00
Do. boots for William M.	
worn out by Brunch, White & Cooper	5.50
Balance Brunch for Oyster	2.00

92.65

92.65

125.41
 9 3 65
 51 2 0 6
 112 5.41

The following is the amount of Money which I
 Jas. St. Hilliam paid out of my individual Money
 for works done, which are for the benefit
 of the said Jas. St. Hilliam Branch

Lath said Mary Thacker	3.00
" " for works done in Ladder	10.00
" " " Building Skiff	33.00
" " " " " " " "	20.00
" " Mrs. Cumlin "	3.00
" " " " " "	3.50
" " Mrs. Thake "	3.00
" " Lucia "	3.25
for work at Shop	40
Tom Bliggard	3.00
Martha Paddy	1.95
Mrs. Delk	1.75

Brenck

W.

Williams

Williams acts. N. B. 16.

1869	To amt. brought forward	\$ 886 39
March 1	" paid Wm. V. Stephenson on acct.	5 00
April 13	" " Same " "	3 18
		<u>\$ 850 57</u>

There are vouchers for all the above charges

"B"

1867	Amount of money paid on ledger - see payments for purchase of land	
March 11	To amt. paid Henry Jones part of bond	\$ 200 00 ✓
1868	March 11 " " " Same in full of first bond	334 90
	" " " " Int. on \$5000. Cash payments on land for 1 month & 12 days paid Same	35 00
	" " Amt. paid Same for out. & int. thereon	41 77
1869	" " " " Same in part of last bond	797 91
March 1	" " " " Same " "	100 00
June 15	" " " " Same " "	100 00
		<u>2209 58</u>

"C"

1866	Amount of money paid by Williams for which there are no vouchers	
	Amt. paid for Cury Corn	25
	" " fish	80
	" " do.	1 50
	" " nails	1 00
	" " Wm. V. Gale for work	20 00
	" " for peas	8 00
	" " fish	92
	" " Shadrach King for work	3 50
	" " fish	50
	" " do.	1 00
	" " Cuts	15
	" " fish	1 00
	" " do.	50
	" " Choosing "Ris"	1 00
	" " etc	2 00 ✓
	Carried forward	<u>\$ 4212</u>

1866	Amt. brought forward	\$ 4212
	To paid for 1/2 barrel fish	6 00
	" " paid Shes	2 50
	" " do. do.	2 50
	" " 5 lbs for 1/2	3 50
	" " 8 lbs for 1/2	8 00
1867	" " Sturgeon 1/2000	1 00
	" " Henry Jones	1 00 ✓
	" " work at shop	40
	" " oyster	50
	" " do.	50
	" " do.	1 55
	" " Skiff	33 00 ✓
	" " 2 sturgeon houses	3 00
	" " 1 line	1 50
	" " Wm. V. Gale for out.	25 00
	" " Mr. Sumlin	3 00
	" " Mrs. Blake	3 00
	" " Quay	3 25
	" " Tom Blizgum	3 00
	" " Martha King	1 95
	" " Mrs. Velle	1 77
	" " White & Co for bacon	7 50 ✓
	" " Shes for Wm. V. Gale	2 50
	" " Same	1 00
	" " Pulise Bennett for oyster	2 00

1867

1868

1865

	" " Daniel Wilson, Wm. Roberts, Robt. Emeline, John, Walter Shuckler, Mary Nile for work in garden	10 00
		<u>\$ 171 04</u>
	Amt. of Act. "A"	850 57
	Amt. " " "B"	2209 58
1865	To amt. paid to B. V. Gayden atty. for drawing deeds &c. & stamps omitted in Act. C.	3231 19
		<u>17 50</u>
		<u>\$ 3248 69</u>

"A"

Account of money paid out at different times
by James N. Williams for benefit of Williams & Branch
1866

Feb.	12	To amt. paid Putnam & Lammey's acc.	\$	27 00
"	"	" paid Geo. W. Enderlands	"	210 63
"	13	" " W. J. Plummer & Co.	"	10 75
"	"	" " Same	"	12 00
"	"	" " Peterburg Iron Works Co.	"	28 96
"	"	" " Davis, Roper & Co.	"	8 75
March	9	" " Davis & Bro. for Davis, Roper & Co.		160 00
"	20	" " C. M. Spaulding	"	25 00 ✓
"	23	" " A. Quaker	"	1 50
July	7	" " Same	"	7 00
Aug.	23	" " Same	"	33
Nov.	2	" " Davis & Bro.	"	640
Dec.	24	" " Thos. M. Lyons	"	11 37
1867	"	" " Sheriff of Isle of Wight for taxes for 1865	"	17 00
"	"	" " Same	"	1866 27 10
Jan.	24	" " B. W. Gibbs acct.	"	8 80
Feb.	8	" " Sheriff of Surry at Millington's sale	"	14 25
March	30	" " B. Jones acct.	"	2 50
May	30	" " Gibbs & Frazier order	"	5 00
Aug.	25	" " Geo. M. Thomas acct.	"	5 00
Oct.	9	" " J. S. Frazier & Co.	"	9 70
"	"	" " Same	"	10 00
"	"	" " Mary Shuckler	"	3 00
1868	"	" " Sheriff of Isle of Wight taxes for 1867	"	35 83
Feb.	8	" " Ewathway & Bro. acct.	"	27 5
July	7	" " J. S. Frazier & Co.	"	5 95
"	27	" " B. Jones & Co.	"	6 00
"	"	" " A. N. White	"	11 03
1869	"	" " Sheriff of Isle of Wight taxes for 1868	"	32 25
Feb.	1	" " C. B. Hayden, atty. for Davis, Roper & Co.	"	110 44
"	11	" " B. W. Gibbs on acct.	"	20 00
Carried forward				\$ 836 39

Branch

17.

Williams

Williams Oct. 17 Branch

Aut. "22."

James Branch

In acct. with James A. Williams

1863	To cash loaned you	\$ 20 00
1866	" Co. Co.	30
"	Co. Co.	10 00
"	Co. Co.	10 00
"	paid Clark's ticket for you	1 25
1867	" " A. W. White for boots	5 50
"	Cash loaned you	5 00
1868	" Error in division of pen nuts made this year of 23 bags in your favor - 3 bushels to each bag making 69 bushels at \$3. = \$207. one half of which is	103 50
1869 Feb.	" Bond of your three children 2 years 11 months & 15 days at \$100. per year each, making \$887.50 one half of which is	443 75
		\$ 599 30

33

James Branch

no. 3 Deer

James A. Williams &c

Oct. term 1869

To be entered

E. P. Pitts !

James Branch
Against
James A. Williams & others

This cause in which
the plaintiff's bill is taken for confessed
as to the defendants N. P. Young trustee,
he having been summoned and still fail-
ing to appear, plead, answer or demur,
came on this day to be heard upon the
said bill, the answer of James A. Wil-
liams, exhibits filed and examination
of witnesses and was argued by counsel.
On consideration whereof the Court doth
adjudge, order, and decree that the order
of injunction made herein on 23rd March
1869 be dissolved, and that a commissioner
of this Court take ~~and report to Court~~
^(said) an account of the partnership transactions
between the said James Branch and the
said James A. Williams, and report
the same to Court

Branch } In
As } Chaney
Williams }

Exhibits A & B
filed with
Bill -

Branch Jan 37

Wt: } Copy decree
 } Oct. 20th 1869.

Williams & Young

said Jas Branch, & the said Jas A. Williams, & report
the same to Court.

A Copy Teste.

C. A. Hart Clk.

In Isle of Wight Circuit Court Oct: 20th 1869.

Jas. Branch

vs:

Jas. Chy

Jas. A. Williams & N. P. Young trustee

Defts:

This cause in which the plaintiffs bill is taken for confessed as for the defendant N. P. Young trustee, he having been summoned and still failing to appear, plead, answer, or demur came on this day to be heard upon the said bill, the answer of Jas. A. Williams, exhibits filed & examination of witnesses, & was argued by Counsel. On consideration whereof the Court doth adjudge, order, & decree that the order of injunction made herein on the 23rd of March 1869. be dissolved, & that a Com: of this Court take an acct: of the said Partnership Transactions between the

John A. Williams

1 copy of
vs. 1 fragment

John Branch

Exhibit B -

Fee 30^{cts.}

In the Circuit Court of Isleswright County
the 19th day of October, 1872,

James A. Williams

Plff.

vs.

3 In Debt

James Branch

Deft.

The Judgement obtained at rules in this
suit, not having been set aside, and the
plaintiff being now entitled to a final
Judgement, it is considered that the plain-
tiff recover against the defendant the sum
of three hundred and three dollars and fifty
eight cents, the balance of the debt in
the declaration mentioned, with interest
thereon after the rate of Six per centum
per annum, from the 5th day of June,
1871, till paid, and his costs in this
behalf expended.

Costs \$7.40

Attest, Teste,

L. St. Hart, D.C.

"A"

Headquarters First Military District.

STATE OF VIRGINIA,

341.

Richmond, Va., April 6. 1868.

Mr. James A. Williams
Sole of Wight County, Va.,

Sir,

The Commanding General directs that the sale of land owned jointly by James A. Williams and James Bowman be stayed until Monday 12th instant.

Very respectfully,
your obedient servant,

S. F. Shaefin
Assistant Adjutant General

"B"

To Mr Young
James A Williams

You are hereby notified that, in accordance with order of Major Genl A S
Hobbs commanding the 1st Military District, James Branch the plaintiff in a certain
bill of complaint in which you are defendants has connected with William K Stephen
son - as his surety, the bond required by the Honbl O M Norman, judge of the Hus-
tings court of the City of Norfolk, in his order enforcing and restraining you from
selling, or proceeding with the sale of the tract of land in the said bill mentioned in
any part thereof. And that you are by the said order of Major Genl Hobbs enforced
and restrained from selling the said land according to the prayer of the said bill
Given under my hand this 13th day of April 1869.

Dixon W. Kitchen J. P.

Branch
as { order of Major Genl With
Williams Falls

Williams by said Justice Atcheson,
the said sale is restrained &
enjoined according to the prayer
in the bill.

Alfred S. Webb

Plt. May. Genl.

Cong. District

Headquarters First Military District,

STATE OF VIRGINIA,

Richmond, Va., April 11th. 1869.

Whereas it appears that Judge
Potts, (before whom James Branch
has been directed to execute his bond
in the matter of injunction granted by
Judge O.M. Dorman in which James
Branch is Plaintiff and N.P. Gray &
James & Williams are defendants,) has
not yet qualified and cannot be reached
in time to receive such bond, it is
ordered that the said bond be executed
before Dickson M. Kitchen Justice of
the Peace for the County of Albemarle, and,
on the execution of said bond before
said Justice Kitchen and a notification
of the execution of said bond to the
defendants N.P. Gray & James &

Headquarters First Military District,

STATE OF VIRGINIA,

Richmond, Va., April 12.

1869.

361.

Messrs W. B. Young and

James A. Williams.

Gentlemen:-

Whereas it appears that
Judge E. P. Pitts; (before whom James
Branch has been directed to execute
his bond in the matter of injunc-
tion granted by Judge O. W. Bowman
in which James Branch is plaintiff
and W. B. Young and James A. Williams
are defendants;) has not yet qualified
and cannot be reached in time
to receive such bond, it is ordered
that the said bond be executed before
Deacon W. Kitchen, justice of the

peace, State of North Carolina, Virginia,
and, on the execution of said bond
before said Justice Kitchen and on
notification of the execution of said
bond to the defendants M. P. Young and
James O. Williams by said Justice
Kitchen, the said sale is restrained
and enjoined according to the prayer
in the bill.

By command of

Brevet Major General Webb,

S. F. Chaefin.

Assistant Adjutant General.

To replace the letter sent by General
Webb on Sunday.

To A P Young
James A Williams

You are hereby notified that, in accordance with the order of Major Genl
A P Webb commanding the 1st Military District, James Branch the plaintiff in a cer-
tain bill of complaint in which you are defendants, has executed, with William H
Stephenson as his surety the bond required by the Honbl O W Dorman judge of the
Hustings Court of the City of Norfolk in his order enjoining and restraining you from
selling or proceeding with ^{the} sale of the tract of land in the said bill mentioned or any
part thereof; and that you are by the said order of Major Genl Webb enjoined and
restrained from selling the said land, according to the prayer of the said bill.
Given under my hand this 13th day of April 1869.

Dixon W. Kitchen J. P.

Know all men by these presents that we James Branch and William H. Stephenson — are held and firmly bound unto the Commonwealth of Virginia in the sum of Five Hundred dollars for the payment whereof we bind ourselves jointly and severally, our joint and several heirs executors and administrators, firmly by these presents, sealed with our seals and dated this 15th day of April 1869.

The condition of the above obligation is such, that, whereas the above bound James Branch has obtained an order from the Honble J. M. Dorman judge of the Hustings Court of the City of Norfolk, enjoining and restraining James A. Williams and N. P. Young from selling or proceeding to sell the tract of land described in the bill of complaint of the said James Branch as owned by the said James A. Williams and the said James Branch jointly and the part thereof owned by the said James Branch, or any part thereof, until the further order of the Circuit Court for the County of Norfolk, or the Judge thereof. Now therefore if the said James Branch shall pay to the said James A. Williams and N. P. Young all and any damages that may be sustained by them or either of them, and all such costs as may be awarded against the said James Branch, in consequence of the issue of the said injunction, should the same be dissolved, then the above obligation to be void, otherwise to remain in full force and effect.

James Branch *Ed*
W. H. Stephenson *Ed*

Sherriff of Norfolk County

I Dickson W. Kitchen a justice of the peace for the county aforesaid in the State of Virginia do certify that in accordance with an order of Major Genl A. S. Holt commanding the 1st Military District bearing date on the 11th day of April 1869. James Branch and William H. Stephenson whose names are signed to the writing above bearing date on the 15th day of April 1869 acknowledges this day the said writing before me in my said county, and that the said Wm. H. Stephenson after being duly sworn declared that he was worth the penalty of the said bond after payment of all his just debts.

Given under my hand this 15th day of April 1869

Dixon W. Kitchen J. P.

Branch

Exhibit

William Fals

(A)

Circ. 1.

B. 145. (Wm. Dick) vol. 2, 1869.

TRUSTEE'S SALE OF VALUABLE

REAL ESTATE.—By virtue of a deed of trust executed to the subscriber by James Branch, bearing date on the 2d day of January, 1893, and duly recorded in Isle of Wight county court to secure a debt of \$2500.00, I shall, at the request of the beneficiary, in execution of said deed of trust, sell at public auction, upon the premises, on THURSDAY, the 8th day of April, 1893, between the hours of 11 A. M. and 2 P. M., (if fair, if not on the first fair day thereafter, ONE UNDIVIDED HALF OF THAT VALUABLE FARM in the county of Isle of Wight Va., owned jointly by James A. Williams and the said James Branch, and which they purchased from Henry Jones, who purchased from Lewis M. Spratley: the whole tract containing 500 acres. This land lies within two and a half miles of "R-rwell's Bay" on James river, is highly productive and has upon it an abundance of wood and timber, and very superior buildings.

TERMS—Cash unless otherwise decided, which will be made known on the day of sale.

mh 5-30c

N. P. YOUNG, Trustee.

Wm. Gunkle & Williams

P. 145 (M. Dick) ² 1869

Norfolk, Va., Mch. 23. 1869

Branch, James

Petitions that the sale
of certain land of his
in Isle of Wight county,
Va. to be sold under
deed of trust to A. P.
Young, on the 8th of
April prox., be suspended
and that Jas. A. Williams
and A. P. Young be made
defendants in the case now
pending between the parties
so that a full and complete
settlement may be made
between all concerned.

enclosure

E. Page 148. (1st mil dist)
1869.

U. S. QUARTERS
First Military District

Licksburg, Va., April 3, 1869.

Respectfully returned to
the writer.

The security directed to be
given by Judge O. M. Sannon
in the matter of injunction at
the complaint of James
Branch against James
A. Williams and N. P.
Young, of Isle of Wight
county, Virginia, may be
executed.

before the judge of the
circuit court of Isle of
Wight county, and the same
is hereby authorized.

By command of
Major General Webb:

S. F. Chaffin
Assistant Adjutant General

according to law
conditioned to pay all ~~any~~ charges
sustained by said defendants & all the
costs in consequence of the issue of this
injunction should the same be
dissolved

23^d March, 1869,

overseers,
Judge C. C. C. Norfolk

The clerk of Isle of Wight County will
issue the injunction prayed for in the
within Bill of Complaint restraining
& enjoining the said James A. Williams
& N. B. Young, their agents & attorneys
from selling or proceeding with the
sale of the land described in said Bill
as owned by the said James A. Williams
& the said James Branch jointly & the
part thereof owned by the said James
Branch or any part thereof
until the further order of the circuit
court for Isle of Wight County or the
Judge thereof. But before the said
injunction shall take effect the said
complainant,
James Branch, or some one for him,
shall enter into bond before the clerk
of said Isle of Wight County circuit
court with good & sufficient security
to be approved by said clerk in the
penal sum of five hundred dollars

injury to your orator. May it please the court that proper process
may be directed against the several defendants hereinbefore named
and that your orator may have all such further and other aids
general relief as the nature of his case may require or to equity shall
deem meet. And your orator will ever pray be

Geo. B. Atkinson for

City of Marlboro

That I, the undersigned, appear before me a Justice of the Peace
in the City aforesaid James Branch plaintiff in the annexed bill and
made oath that the statements in the foregoing bill, so far as made of
his own knowledge are true, and so far as made upon knowledge or informa-
tion derived from others he believes them to be true. Given under my
hand, this 23 day of March

Lt. James J. P.

money will have a great advantage over all other bidders. And your orator
further charges that the said tract of land being partnership property, a sale,
wherever it is made should be made of the whole and not of an undivided
moiety only. In tender consideration whereof and for as much as your
orator is remedied in the premises save by the aid of a court of equity whose
matters of this nature are properly cognizable and relivable. To the end there-
fore that Justice be done, your orator prays That the said James A Williams
and Nathaniel P Young be made defendants hereto and may upon their
several and respective corporal oaths to the best and utmost of their several
and respective knowledge remembrance information and belief, full
true direct and perfect answer make to all and singular the matters aforesaid
and that as fully and particularly as if the same were here repeated, and they
and every of them distinctly interrogated thereto, that an account may
be taken of all and every the said late copartnership dealings and trans-
actions, and that any balance which may be found due from the said
James A Williams to your orator may be applied towards the payment
of the bond due by your orator to the said James A Williams, your orator
being ready and willing, and hereby offering to pay to the said James
A Williams what, if any thing, shall appear to be due to him from the said
concern, and that the said James A Williams and N P Young be
in the meantime, restrained by the order and injunction of this hon-
orable court from selling the said undivided moiety of land and
until the same can be sold without detriment, loss, sacrifice or

the said N^o Young has in accordance with such requirement, advertised the same to be sold on the 8th day of April 1869 and on the following terms to wit for cash unless otherwise decided, which will be made known on the day of sale, as will appear by the advertisement of the said N^o Young, trustee, filed herewith marked A and prayed to be taken as a part of this bill. And your orator further charges that the said James A Williams heretofore required the said N^o Young to sell the said undivided moiety of land, and the said N^o Young advertised the sale to take place on the 23rd day of December 1868, that the said James A Williams countermanded the said sale and told your orator to continue cultivating the land as he your orator had been previously doing, and your orator has commenced, by the inducement and consent of the said Williams, the cultivation of a part of the said land for your orator's own use and benefit, and the said Williams is cultivating another part, for his benefit, and your orator has expended much money and labour in cultivating his said part all of which will be lost to him if the said land is sold according to the said advertisement. And your orator further charges that the present political condition of the State ~~is so~~ unsettled and the financial condition of the people is consequently so deranged that a sale of the said undivided moiety of land upon any terms must result to the loss and injury of your orator and in a sacrifice of the property, and especially will this be the case if the sale is made upon the terms proposed. That very few people have that much ready money or if they have do not desire to invest it in land, and the said James A Williams being the creditor and so not required to pay any

of the said land your orator and the said James A Williams expended
their bond, payable to the said Henry Jones, which bond has been nearly paid
off and discharged with partnership funds. And your orator further
sheweth that your orator also brought into the business a large quantity of
corn, fodder, bacon, hogs, cattle and other articles, amounting to a large
sum of money, and did also contribute his own manual labor as a
workman and laborer in cultivating the crops and hauling the same to mar-
ket, largely above what was his duty or obligation to do, and that the said copart-
nership was carried on and continued until about the first of December 1868
when the said James A Williams becoming dissatisfied, the same was dissolved
by mutual consent. And your orator further sheweth that no settlement
of the said copartnership accounts has ever been made between your orator
and the said James A Williams, and that since the said dissolution your
orator has repeatedly applied to the said James A Williams to come to a final
settlement with respect thereto, with which reasonable and just requests your
orator hoped the said James A Williams would have complied. But the said
James A Williams absolutely refuses so to do. And your orator sheweth that
upon a just and true settlement of the said accounts it would appear that
a considerable balance is due from the said James A Williams to your ora-
tor, which would go largely to the discharge and liquidation of the said
bond of \$2500.⁰⁰ if it would not pay it off entirely, but nevertheless the
said James A Williams has required the said Nathaniel P Young, trustee,
to advertise the said undivided moiety of the said tract of land for sale and

To the Honorable Judge of the Circuit Court of Sale of Meigs County
Humbly complaining therewith unto the Court your orator James Branch,
that on the 2nd day of January 1866 your orator and James A. Williams, one of
the defendants hereinafter named, did enter into copartnership together as far
mers and planters for the purpose of planting, growing and raising the
agricultural productions usually grown and raised in this section of the
country, in which copartnership they were equally interested, each being to
receive one half of the profits, and to carry into effect that agreement
and purpose did purchase of one Henry Jones for the sum of \$7,000.00 a
tract of land containing about 500 acres, situated in the county of Sale of
Meigs in the State of Virginia, and the said Henry Jones, by his deed bearing date
on the said 2nd day of January 1866 and duly recorded in the Clerk's Office of the said
County, did convey the said tract of land to the said James A. Williams and your orator
And your orator further sheweth that the said Henry Jones, requiring a cash
payment of \$3,500.00 part of the price of the said land, and your orator not
having the money to pay his half of that amount to wit \$2,500, the said James
A. Williams paid the whole amount, and as was previously agreed between
your orator and the said James A. Williams and thereupon your orator ac-
cused his bond bearing date on the 2nd day of January 1866 for the payment
of the said sum of \$2,500.00 to the said James A. Williams, and your orator by
his deed of the same date did convey his undivided moiety of the said land
to Nathaniel P. Young the other defendant hereinafter named, in trust to
secure to the said James A. Williams the payment of the said bond
And your orator further sheweth that for \$1,000, the remainder of the price of

James Mearns &
Jno. E. Adams

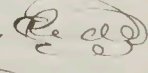
to, 1/3 Penn. of 11th.

N. P. Loring

Know all men by these presents, that we
James Thomas and John E. Adams do hereby
constitute and appoint W. P. Young
our true and lawful attorney for us
and in our names, respectively, to sign
seal and deliver the bond required
by the order of the Judge of the Circuit
Court of Isle of Wight County to be given by
James Branch upon his obtaining process
of injunction to enjoin restrain James
A. Williams from further proceeding,
in his judgment upon which execution
has issued from the Clerk's office of Isle
of Wight Circuit Court and is now in
the hands of the Sheriff. Which said
bond to be in the penalty of \$600.00 and
conditions according to law.

And we hereby ratify & confirm
what our said Attorney may lawfully
do in the premises.

Witness our hands & seals, the 11 day of
December, 1892.

James Thomas 
John E. Adams 
#

Isle of Wight County, to wit: Dec. 11. 1892.

I R. K. Chapman a Notary Public of
the County aforesaid State of Virginia, do hereby
certify that James Thomas & John E. Adams
who have signed the above Power of Attorney
dated the 11. day of December, 1892, have acknowledged
the same before me in my County aforesaid.
R. K. Chapman Notary Public

is to be void, or otherwise to remain
in full force.

James Branch Seal
James Thomas by N. P. Young his atty. in fact Seal
John E. Adams by N. P. Young his atty. in fact Seal

James Branch
to
N. P. Young, Bond.

James A. Williams

Dec. 14th 1842.
filed.

~~James Thomas and~~
~~John E. Adams~~
~~to N. P. Young, atty.~~
~~N. P. Young atty.~~

Know all men by these presents, that
we James Branch, James Thomas, and
John B. Adams, are held and firmly
bound unto James A. Williams in the
sum of Six Hundred Dollars. To the
payment whereof, well and truly to be
made to the said James A. Williams
we bind ourselves and each of us,
our and each of our heirs, executors
& administrators, jointly and severally,
firmly by these presents, sealed with
our seals and dated the 11th day of
December, 18th 21.

The condition of the above obligation
is such that whereas the said James
Branch has obtained from the Judge
of the Circuit Court of Isle of Wight
County an injunction to injure and
restrain the said James A. Williams from
any further proceedings on the execution
sued out from the Clerk's office of the
Circuit Court of said County upon a
judgment of said Court rendered at the
October Term last in favor of said James
A. Williams against said James Branch,
which execution is now in the hands of the
Sheriff; Now if the said James Branch shall
well and truly pay ~~all costs~~ the amount of
the said judgment so as aforesaid enjoined,
and all costs, that may be awarded
against him, and all damages as shall
be incurred in case the injunction be
dissolved, then the above obligation