

1883-003

Chancery Causes:
Isle of Wight County

C. B. Hayden, Receiver vs John D. Dale & Wt, Oceana C. Folder
Dell + John E. Adams' admr.

other surnames: Gibbs, Atkins
Southall, Gwaltney, Edwards
Jones, Ward, Thomas Bell,
Uzzell, Little, Davis, Uzzle
Ramsey [Farmers & Merchants'
Saving Bank], Womble

Oct. 1879. Repts. cont.
De. to collect. pay out
for same re. unless
paid here.

II
Repts. cont. De. to
collect, pay out
made due &c.

Oct. 1883. Finab. Decr.

"

Hayden Receiver
vs Edm Chancery
Gale et al.

Complaints Bill

Jan. 1878.

Bill v. Felix. Summt.
if. v. Rens. Ex. & D. O.
miss.

April 1878. Score given
dist. to file ans. in 60 days

"

Oct. 1878. Contd.

Apr. 1879. De.
for partition of dower
in. of Mrs. Caroline
Wren. & Wren. over
H. H.

Oct 1883. Final Decree

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 John S. Gale & Cordelia
M. Gale, his wife, Aecana W. Delk,
& L. B. Edwards, Sheriff of the County
of Isle of Wight & as such adm^rs of
John E. Adams, deceased, may be made
parties defendants to this bill & be required
to answer the same; that the said Buzzard
Roost, & dower tract, & the balance of
the Home tract, not assigned as dower
(if the aforesaid partition thereof is not
satisfactory to the parties) may be equally
divided between said Cordelia M. Gale
& Aecana W. Delk, having regard to quantity
& quality & the interest of the said John S.
Gale as tenant by the curtesy in the portion
thereof heretofore allotted & that may
be allotted to the said Cordelia M. Gale
may be sold to satisfy said judgment & that
such other & further relief may be had
in the premises as to the Court may seem
meet & may suit the equity of the case
& your Complainants will ever pray &c.

Hayden f. g.

9th

That by said marriage and the birth of issue therefrom, the said Jno S. Gale has a life interest as tenant by the Curtesy in said land, inherited by said Cordelia M. W. from her father & deceased brother, to wit: $\frac{1}{2}$ of Buzzard Roost and of the $\frac{1}{2}$ of the Home Place exclusive of the dower aforesaid, as assigned said Cordelia M. W. after the death of said Joseph B. that your Complainant is informed that the partition then made between the said heirs at law of Wiley Delk, was just & satisfactory to the parties; that although no record of said partition has been made, your Complainant has no wish to disturb it if satisfactory to the parties.

10th

That your Complainant is informed and so charges, that the judgment aforesaid is a lien on the interest of the said John S. Gale as tenant by the Curtesy in said lands as aforesaid, and that he has the right to subject the same to the satisfaction of said judgment, either from the rents & profits thereof or by the sale of the same, if the rents & profits for five years are insufficient for that purpose, which your Complainant alleges, is the case. In tender consideration whereof, & for as much as your Complainant is without

Wiley Delk, deceased & from whom as
one of his heirs at law, the said Cordelia
M. D., inherited the real estate hereinafter
mentioned.

7th That said Wiley Delk ^{died} intestate, leaving
a widow, Caroline E. Delk & three children,
Joseph B., Cordelia M. D. & Oceana D. Delk.

8th That said Wiley Delk died seized & possessed
of his Home Place, lying in the County of
Isle of Wight, containing by estimation
acres, adjacent to the lands of

& another small tract of land in said
County known as "Buzzards Roost", containing
by estimation 62 acres, more or less,
adjacent to the lands of

That after the death of said Joseph B., who
died in infancy, the said widow's dower
was assigned her, out of the Home Place,
and the balance of the Home Place, equally
divided between the said Oceana D., and
Cordelia M. D. that the said widow has
departed this life, but no partition of
her dower land has been made between
the said Oceana D. & Cordelia M. D.,
and no partition has been made of the
said Buzzard Roost.

Exhibit
73

3^d

and return marked "B" herewith filed and prayed to be taken as a part of this bill. That the consideration of said judgment was a bond given for rent by said John D. Gale as principal & said John E. Adams as surety, and hence said judgment is not subject to the provisions of the Homestead law; a certified copy of said bond marked "C" is herewith filed and

4th

prayed to be taken as a part of this bill. That said John E. Adams has departed this life intestate and intirely insolvent, leaving no estate of any kind. The estate of said John E. Adams for the purpose of carrying on a Chancery suit has been committed for administration to L. B. Edwards, the Sheriff of this County; but no estate has come or will come to the hands of said administrator.

5th

That no portion of said balance on said judgment has been paid either by the said John D. Gale, the said John E. Adams in his lifetime or his said administrator since his death, although often requested so to do.

6th

That prior to said judgment, the said John D. Gale intermarried with one Cordelia M. L. Delk, a daughter of

To the Honorable George Blow, Judge of
the Circuit Court of Isle of Wight County,
in Chancery sitting:

Humbly Complaining
Sheweth to the Court; Your Complainant,
C. B. Hayden, Sometimes called Receiver
in Gibbs vs Boothall.

1st That on the 2^d day of June, 1873, your said
Complainant recovered in the County Court
of Isle of Wight County, a judgment against
John D. Gale & John E. Adams for the
sum of \$355.00 with interest thereon from the
1st day of January, 1873, & costs \$9.16.

A certified copy of said judgment, marked
"A" is herewith filed & prayed to be taken
as a part of this bill.

2^d That execution was sued out on said judgment
& was satisfied only to the extent of the
credits endorsed thereon, to wit: of \$35.00
on January 2nd, 1873, & of \$22.15, on December
15th, 1873, leaving a balance due on said
judgment of \$325.53, with interest on
\$321.18, from December 15th, 1873, as per
Statement "X", herewith filed; which
balance is still due and unpaid. Your
Complainant has been unable to make the
same & as to the balance, the said execution
was returned unsatisfied, as appears
from a Certified Copy of said execution

behalf most unreasonably expended, and he will ever pay.

L. J. and L. B. Edwards Admrs.

File of Wight County, to wit

I C B Hayden a
Notary Public for the County aforesaid
in the State of Virginia, do certify that
L B Edwards personally appeared
before me in my said County & made
oath to the truth of the statements contain-
ed in his foregoing answer to the bill of
his knowledge believed - Given under
my hand as Notary Public aforesaid this
7th day of January A D 1878

C B Hayden

Notary Public

Hayden
Receiv-
Gale et al } for
Chancery

Witness
L B Edwards
Admrs

To the Honorable George Blaw,
Judge of the Circuit Court of Isle of
Wight County, in Chancery sitting -

The Answer of L B Edwards Sheriff
of the County of Isle of Wight, and as
Bench Administrator of John E Adams
decd, to the Bill of Complaint in said
Court exhibited by C B Hayden Receiv-
er in Gibbs et al vs Southall et al, against
him et al

This defendant saving and reserving
all right of exception to the many
errors and imperfections in said bill
contained, for answer thereto, as to so much
thereof as he is advised it is material or
necessary for him to answer, answering
say, that he admits to be true the
allegations of said bill, as to his having
qualified as administrator of said John E
Adams, & as to the insolvency of his
said intestate's estate; that no estate
of said intestate has come to his hands, &
he has no reason to expect any to come
to his hands, as his said intestate before
his death, assigned all his estate real and
personal for the payment of his debts & the
same are insufficient to pay his debts -
And having answered, he prays here to
be dismissed, with his costs in this

desired from others they believe to be true
given under my hand this 30th day of
March AD 1878

W. B. Perkins } Comr

Walter Perkins

W. B. Perkins

Gale 1878

Walter Perkins
Gale 1878

"
Gale 1878

and your said defendants pray
the same benefit of co. m. &c. as if
their answer to the said Bill of
complaint in said Court exhibited
against them was as goes in
Bar of said Bill, as if the same
has been specially pleaded to the
said Bill.

And having answered your
defendants pray these be dis-
missed with their costs in this
behalf most unreasonably refused.

John S. Gale
Cordelia M. C. Gale

State of Michigan County to wit:

J. R. E. Boykin
a Commissioner in Chancery for the
Circuit Court of the County & State
aforesaid do certify that John S. Gale
& Cordelia M. C. his wife whose names
are signed to the annexed answer
personally appeared before me in
my said County & made oath that the
matters & things contained in said
answer so far as made of their
own knowledge are true & so far as
made from knowledge & information

is not subject to the view of the said
judgment and can not be subject
to the payment of the same being
exempt from all liability by the
married woman's act of April 4th
1877, and that the plaintiff in this
cause has no right to any partition
of the said lower tract assigned to
widow as aforesaid.

And further answering your
defendants say that they deny and
do not admit to be true the allega-
tion of said Bill charging that
no partition has been made of that
portion of the Home place assigned
as above to the said widow between
the said Oceana Le Bell and
your said defendant Cordelia
McL. On the contrary, your defend-
ants aver that in pursuance
of an agreement between the said
Oceana Le Bell and Cordelia
McL. and John Hall, that the
said widow's dower was sold for
partition at the of the Court
House on the 1st day of October 1877
at which sale, your defendant Cordelia
McL. became the purchaser thereof and took
possession of the same, your defendants aver
that if the life interest of the said John Hall

is not subject to the view of the said
judgment and can not be subject
to the payment of the same being
exempt from all liability by the
married woman's act of April 4th
1877, and that the plaintiff in this
cause has no right to any partition
of the said lower tract assigned to
widow as aforesaid.

entitled to a moiety in the simple
 of said land, ^{assigned as donee to the said widow} That prior to the
 death of the said widow your
 said defendant John Hale was
 not and could not have been
 tenant by the courtesy of the said
 moiety of the said land assigned
 the said widow as aforesaid.
 Because of the intermediate estate
 of freehold vested in said widow,
 and that prior to the 23^d day of July
 1877, the date of the death of said
 widow, the interest of your defen-
 dant Cordelia M. L. in that portion
 of the Home Place so assigned as
 donee to the said widow, was not
 liable to the lien of the said judgment
 of Hayden Receiver & Co., and
 could not be subjected for the
 payment of the same, your defen-
 dant John Hale having no
 interest therein, and your defen-
 dants are informed and are charge
 that the said moiety of your
 defendant Cordelia M. L. in the
 said donee, acquired by inher-
 itance subsequent to the 4th day
 of April, ¹⁸⁷⁷ and the interest of your
 defendant John Hale therein

the interest of the said Leonidia M. L. in the dower of said Buzzard Roost. But your defendants deny, and do not admit the allegation of said Bill, charging "that the judgment aforesaid" of Magistrate Receiver P. Gale, "is a lien on the interest of the said John P. Gale as tenant by the entirety" initiated, of the moiety of your defendant Leonidia M. L. in that portion of the Home Place assigned the minor Caroline & Bell as her dower therein, and your defendants deny that the Plaintiff in this cause has any right to subject the interest of the said John P. Gale, in said moiety of the dower land, to the satisfaction of said judgment.

And your defendants further answering say that Caroline & Bell, minor of the said Wiley Webb being endowed out of the Home Place as aforesaid departed this life on the 28th day of July 1877, and thereupon and thereafter your defendant Leonidia M. L. became

of the said Josiah O., the said
widow's dower was assigned
her out of the Home Place, that the
balance of the Home Place was
equally divided between the said
Oscar Le Belk, and your defendant
Cordelia M. L., and your defendant
ans. that the portion of the Home
Place lying to the South of the widow's
dower, known as the Stallings tract
was assigned to your defendant
Cordelia M. L. as well as appear
from the articles of agreement and
act of partition between the said
O. L. Belk and your said defen-
dant Cordelia M. L. & John H. Hale
Exhibit bearing date the 15th day of December
1873, herewith filed marked A
and prayed to be taken as a part
of this answer.

Your defendant admit to be true
that by the marriage of your defen-
dant, that your defendant John
H. Hale has a life interest, as tenant
by the curtesy initiate, of the moiety
of the Home Place assigned by
said articles of agreement and
act of partition to your said defen-
dant, Cordelia M. L., and of the

John S. Gall, with your defendant
Loradilia M. L. formerly Dick a
daughter of Wiley Dick deceased,
the birth of issue of said marriage,
the death and intestacy of Wiley Dick,
leaving him surviving a widow,
Caroline E. Dick & her children,
to wit, Joseph B. who did render
the age of twenty one years un-
married and without issue, your
defendant Loradilia M. L. and
Oscar M. Dick.

Your defendants admit to be true
that the said Wiley Dick died, seised
and possessed of his "Home Place"
in the county of Dec of Mich, and
another small tract of land known
as "Bazzards Roost." But your
defendants deny and do not admit
that the said "Bazzards Roost"
contains 62 acres of land, on the
contrary your defendants allege
that the said Bazzards Roost
contains only about 6 acres
of land;

And these defendants further
answering say, that they admit
to be true that after the death

Hayden Receiver
v } In Chancery
Gale et al

In the Circuit Court of the
County of Alle of Wight.

The joint
answer of John S Gale and Coraella
M. L. his wife, to the Bill of Complaint
in said Court exhibited against them
et al.

These defendants reserve all
rights of objection to the materiality
and implection in said Bill
contained, for answer thereto or to
as much thereof as they, at any time
it is material or necessary for
them to answer, answering say,

that they admit to be true the
general allegations of said Bill
as to the judgment of Hayden
Receiver & Gale, the execution issued
thereon, the considerations of said
judgment, the death of John C. Adams
the qualification of L. O. Edwards
as his administrator and that por-
tion of said balance on said
judgment has been paid.

After defendants further admit to
be true the intermarriage of ^{defendants} John S. Gale

Hayden, Receiver
vs
Gale et al

Answer of
Madison Guattay & wife

State of Virginia, Isle of Wight County,
to wit:

I C. B. Hayden a Notary Public
for the County aforesaid do certify that
Mediam Gwaltney and A. W., his wife,
whose names are signed to the foregoing
answer, personally appeared before me
in my said County and severally made oath
that the statements contained in the said
answer, so far as made of their own
knowledge are true, and that such
statements as are made therein from
knowledge or information derived from
others they believe to be true.

Given under my hand this 2nd day
of April, 1879.

C. B. Hayden
Notary Public -

death of the widow of said Wiley Delk, and that there has been no legal partition of the lower tract and 'Buggard's Point' between said Cordelia M. D. and Oceana D., and these defendants aver that the said lower tract and 'Buggard's Point' still remain undivided, and that said Cordelia M. D. and Oceana D. are entitled each to an undivided moiety in said tract of land.

These defendants deny that there was ever any agreement between the said Cordelia M. D. and Oceana D. for the sale of said lower land or partition, or that at any sale thereof the said Cordelia M. D. purchased said lower tract, or that there has ever been any legal sale thereof binding on your defendants; Your defendants aver that they are entitled to, and they hereby demand partition of said tracts of land between the said Cordelia M. D. and Oceana D., and they hereby demand the same.

And having answered they pray hence to be dismissed with their costs in this behalf most unreasonably expended and they will ever pray &c.

Madison Swathby
Clerk to Swathby

To the Honorable George Shaw, Judge of
the Circuit Court of Isle of Wight County
in Chancery sitting;

The joint and several
Answer of Madison Gwaltney and A. L.,
his wife, (formerly Delk) to the bill of
Complaint in said Court exhibited by B. B.
Hayden, sometimes called Receiver in
Gibbs versus Southall against said
A. L. Delk and others;

These defendants
serving and reserving all right of exception
to the many errors and imperfections in
said bill contained, for answer thereto,
or to so much thereof as they are advised
it is material or necessary for them to
answer, answering say that, they admit
to be true the general allegations of said
bill as to the death and intestacy of Wiley
Delk and of his dying seized and possessed
of the land in said bill mentioned; of
the descent of said land on his three
children, Rebecca B., Cordelia M. B. and
Joseph B.; the death of the said Joseph B., the
apportionment of dower to the widow of said
Wiley out of the Home Place and the
partition of the balance of the Home Place
after the apportionment of dower, equally between
the said Cordelia M. B. and Rebecca B.; and the

The clerk of the Circuit Court of Isle of Wight County -
will summons to January Term next John S
Gale & Cordelia ~~Mc~~ Crier's wife late Clerk &
Osceana C Delk, to answer the Bill in
Chancery of C B Hayden (Sometimes called
Receiver in Ebb's & Southall -

Hayden Jr

C. D. Hayden
Received
of Cash
to B. in Cash
Jno. J. Gale & Co.
Cash

Ed. Dec. 1877
Hayden pay

Cash on the
Cashier's name
Payable Dec. 1877
1877

A. B. Hayward
Shy

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

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 fist Monday in *November* next to answer *the bill*

of a plea of _____ for \$ _____ Damages \$ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the 10 day of

September 187th, in the 102 year of the Commonwealth.

C. B. Haynes Esq

PRACTISES
IN THE COURTS OF
ISLE OF WIGHT,
SURRY, NANSEMOND, AND
SOUTHAMPTON.

—:—
Special attention to Collections.

Office of R. E. Boykin,
Attorney at Law,

Smithfield, Isle of Wight Co., Va.

Oct 17th 1878.

Le. B. Hayden Esq

Dear Sir

I have con-
cluded to take no further testi-
mony in behalf of said wife, in
the case of Hayden Recuring &
Sale, as perhaps it would pre-
vent the cause from coming on
at this term; Hence I have
instructed Mr Thomas to close
the deposition.

Respectfully
R. E. Boykin

1

The Depositions of John S. Gale, P. D.
Gualtney, Edwin Little, James C. Atkins
E. P. Davis, Edwin R. Bell and R. C. Jones
taken pursuant to the annexed notice
at the office of R. S. Thomas, Southfield, Va.
on the 2^d day of October 1878 before me as evi-
dence in behalf of John S. Gale and Cordelia M.
C. his wife in Gibbs v. Southall in the
Chancery suit now pending in the Circuit Court
of Isle of Wight in which C. B. Hayden Re-
ceiver is plaintiff and the said Oceana
C. Dalk and John S. Gale and Cordelia
M. C. his wife, are defendants.
Present C. B. Hayden, Atty for the plaintiffs
R. E. Bazkin " " defendants.

John S. Gale being duly sworn in the Holy
Evangelist of Almighty God deposes and
says as follows:

1st Question by R. E. Bazkin, counsel for defendants:

State whether or not there was any
agreement between yourself and wife
and Miss O. C. Dalk concerning the
sale of The Dover Tract and Burrard
Roost previously alluded to in these
depositions, and if so state the agree-

ment, and whether or not a sale was made of the said land in pursuance of the said agreement, and the circumstances attending such sale if any.

^{Excluded} Accepted to by Counsel for plaintiff
Tiff & Miss O. C. Dalk. because it involves the testimony of the husband in behalf of his wife and because not pertinent to the answer of the Defendant Hall and Wife who do not claim to have bought Burrard Root.

1st - Ans.

A short while after ^{the death of Mrs. Hall & Miss O. C. Dalk} Mrs. Dalk's death, I don't know the time, a month or such a matter, I was requested by my wife, to go down Miss Cecil concerning the Dalk land, and learn from her what disposition she wished to make of it, I did so. I went down her, and asked her what she proposed doing with it, she thought it was best to have it rented out, I told her in the condition of the farm, the houses out of order, the fences out of order that my wife was opposed to the farm being rented and thought it best for it to be sold as it would bring more than it would at any other time.

She, Miss Cecil was opposed to the sale and would it depend of her sister's wants.

her portion, I reasoned the case with her, but
she was incapable of being decided in
my opinion and that my wife was ap-
posed to its being decided merely
by commissioners and if she would consent
to the sale of it - it could be sold without
any cost save the cost of sale. ~~of~~ fact
then would have to be a friendly pur-
chaser - which would cost \$30,000 or \$40,000
in my opinion - the author of that opinion
being Major Waddell. She did not assent.
That day to the sale of it - left to reflect all
I think over it. ~~My wife~~ I stated to her
and stated to her that my wife would
not consent - to it except a decision of
the land except it be done by com-
missioners of the court. I also told her
that if ~~she~~ ^{it} was carried into court
to be decided by commissioners that it
could ~~not~~ be decided by them: that it
would be sold any way, and that if she
would consent to a private sale it would
be sold with less cost. I said her af-
terwards and she consented for it to be
sold, and left it with Cousin Isaac
Jones and Decatur Gwaltney; any de-
cision and terms agreed to by them would
be satisfactory to her. After that I

^{said} them at the Court House, as she requested
me to see them) and they said that they
thought it the proper place for ^{the} sale. Af-
ter that I had the advertisements
written that day and stuck up at dif-
ferent parts of the County. Mr. Deakin
Gavaltney took an O Smith field.
One was stuck up at the C. H. that
day. After that before the sale
came off, Mr. Davis (E. P.) spoke of
buying a farm and I rode with him
up there and showed it to him to the
best advantage, and we both went
to see Mrs. Orie, and I went around
with her to see on what terms she
wished the land sold, whether cash or
credit; she said she wished it - soed the
way it would bring the most money.

I suggested to her the selling of it for $\frac{1}{3}$
Cash and the balance on credit of
one, and two years she consented to
that agreement, and seemed to be per-
fectly willing to the sale of the land
not bringing in any objections. After
leaving there I suggested to
Mr. Davis that probably I ought to have
it in writing. He said he didn't think
it necessary at all: ^{as she appeared to be} that I ~~didn't~~

perfectly satisfied, and was willing to
 submit to any decision that Deacon
 Gwaltney and Isaac Jones might reach.
 In other words left it entirely to them. Here
 we, during all of our interviews, before
 that time, that is before the Sunday
 preceding the Monday of the sale I never
 thought of this piece of land known as
 Burrard Root: our whole conver-
 sations having been confined to the other
 land. I sent a word by Mr Deak to
 know whether she wished the Burrard
 Root- piece sold with the Dover or not.
 His message to me was that she thought
 best to sell them ~~separate~~ separate. I related the
 circumstance to Mr Gwaltney & Mr
 Jones what they thought of it. And Mr
 G. told me to sell them both together.
 Mr J. said he thought probably it would
 be best to sell them separate but left it
 with Deacon Gwaltney to do as he said.
 Mr G. authorized me to have them both
 put up together. I did so according to his
 directions, and they were both sold to-
 gether at the Court-house, on a court day
 on the day they were advertised to be sold.
 And by the directions or request of my wife
 I hid them off for her. ^{on Tuesday or Wednesday after the sale} After that I

Miss Orie Deak and she asked me why
 both places were sold together. I told her
 I ^{it was done} ~~decided~~ by the Decatur Grantee's direction.
 In a few days after ^{two or three days} that, I went over to
 and made her a tender of $\frac{1}{3}$ of $\frac{1}{4}$ of
 the money, some \$83.00 & some cents,
 and bonds for the remainder. She objected
 to receiving it as the land was not sold as
 she wished it. Her objection was because
 the Board and Room was sold along
 with the Dover. I ^{had} told my wife ^{her} the objec-
 tions (Miss Orie's) she told me to make
 her a present of that; she did not contend
 for it at all; and we would give her a
 clear Deed for it provided she would pay
 the cost of the Deed; that neither one of
 us did not care for that at all, and that
 if that was her objection she could have it
 in welcome; that we had no claims on
 it - nor ever would. That it never been
^{an interest in person told to Miss Orie Deak}
 had the sale not injured it. She refused
 to receive the money and went a second
 time and carried a witness with me and
 made her a tender of the money and bonds
 as before. She still objected & we said
 if we thought it was right to have the
 place at what it sold for ^{less} ~~the~~ her take
 it at the same figure. I told her that

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my wife would do it, & she would do it,
provided she would pay us as I had offered
to pay her. These are the most important
facts as I remember them. ^{My wife} She did not
pay us, nor offered to pay us. She said
the reason that I made the offer to her
was because she did not have the money.
She said that if we would give her ^{perhaps}
^{a sufficient} time to get the money, she would do so.
I think this is what she said. She has
never rendered bonds, or money. My
wife and myself went to see Mrs. Cecil after
the sale of the land after the last tender of the
money, above speaking of and ^{my wife} told her ~~we~~ that
she had no claims on Barrard Roost; that
she would make her a present of it and she
might make and disposition of it she saw
proper; that she would make the payments
at any time she saw proper to take them

2^d Quest.ⁿ State whether or not on the day of the
sale of the said land and prior to such
sale you had any conversation ~~about~~
with Deacon Gualtney respecting the
value of the said land and the amount
which it should bring.

2^d Ans. Yes sir. On the day of the sale Mr. G.
took me out and talked with me concerning
the land; asked of me if I expected to buy it

I refused to tell him. He told me I had just
as well be private with him for he was
going to make it all for the worst of it, and
proposed to me if I had any idea of bid-
ding for it that my understanding from
him was how far I would run it. He also
stated he had gotten a letter from Miss
Ocie that morning & was representing
her which I knew. He told me that probably
Miss Ocie had signed to him to buy it for her.
and if I would pay, or would run it to \$600-
or he would not make a bid for it. I told him
to bid as much as he pleased that I should not
do it. He had another talk with me and I
finally agreed to run it to \$500- which
I did. It was started at \$400 by Mr Jones
or Mr Gwaltney one. It stood at that
for a while. As I had promised Mr Gwalt-
ney to run it to \$500- I bid \$500- or
for it ~~and~~ for my wife, and it was knock-
ed out at that.

3^d Quer: State the terms of the sale.

3^d Ans: $\frac{1}{3}$ cash, & the balance in one and
two years in equal payments. I am not
positive whether it was to be in interest
or not. I suppose so. I suppose it would
be according to custom. The bonds for the
purchase of the property that I alluded to was

tendered to Miss Orr were withdrawn leaving
 ticket from the day of sale. They were destroyed
 a minute or so after she refused to receive them
 because she refused to take them. I have always
 been willing to give others.

4th Quest. How much money was tendered to Miss
 Orr Dick.

2th Ans. Eighty three dollars and some cents:
 the third of \$250. or.

5th Quest. State the number of acres in the tract
 known as Burrard Road.

5th Ans. Myself and Mr. Edwin Little, Henry
 Jones, and Benben Gualberry met there
 one day last week, and Mr. Henry Jones
 stepped in, and made the calculation.
 There are between 6 and seven acres.

6th Quest. State whether or not since the death
 of Wiley J. Dick Burrard Road has
 been offered for sale: if so, by whom
 and what price was offered.

6th Ans. It has, it was offered by me at
 the request of Miss Orr Dick and offered
 it for \$25. or there and again and have
 not had an offer of any kind. I have
 offered it before ^{at several different periods} the sale alluded to to every
 one whose land it adjoins and have
 never from them, or from any one else
 received any offer for it at all. Not to
 more than 12 months ago I offered it to Mr.
 Little

I have never, since the sale of the land,
offered it to any one

7th Quest- State the Date of the Death of Mrs Caroline
E. Deak

7th Ans: She died on the 23^d of July 1877.
Cross Examined.

1st Quest by Plaintiffs Counsel.

All of the Answer to Question
No. Two and so much of the other
part of the foregoing deposition as relates
to authority given by the wife to the hus-
band and of conversations between them
is excepted to for the first reason men-
tioned in Exception to question first,
and on behalf of the same parties, and
the witness is Cross Examined
without waiver of these ~~exceptions~~ objections.

1st Quest by Attorney for Plaintiff & for Miss Orie C. Deak
How many interviews did you have
with Miss O. C. Deak prior to the sale of
the land, and where did such interviews
take place, and who was present.

Pl. Ans: About three interviews at the Driver
Wagon where she was living at that time.
Mr J. W. Ward was present at the first.
I don't remember who was at the second
and Mr E. P. Davis was at the third.

2^d Quest. In your deposition you mention

1
advertisements of the land written and
'posted'. If you have one produce and
file it

2^d Ans. I have one, and it is here produced and
filed "X".

3^d Quest- Advertisement-filed speaks of the
terms being made known on the Day
of sale. What terms were made known
on the Day of Sale

3^d Ans! $\frac{1}{3}$ cash and the balance in one and
two years in equal payments.

4th Quest- Was any thing said by the Crier as
to Interest, or when title should be made
to the land, or whether there was to be
a Deed of Trust from the purchase
to, or when a Deed was to be made.

4th Ans. Nothing was said by the Crier as
to interest - that I remember. My im-
pression is that the Crier said that the
^{possession} title to the land was to be ^{given} made on the
first Day of January. Nothing was said
about a Deed of Trust. Nothing was
said about when a Deed was to be made to
the land. I am not positive about that.
My impression is that possession was to
be given on the 1st Day of January and my
impression is that the Deed was to be made
wherever the terms of sale was complied with

that is, I mean to say when the ^{last bond} ~~bonds~~ was fully paid. for

5th Quest. Was any thing said on the day of sale as to the security of the bonds, & if so

5th Ans. Yes, Sir, bonds, ^{what was I - approved} & good security were required.

6th Quest. In the latter part of your ^{first} answer, you speak of an interview ~~at~~ between your wife, ^{and myself} and recite the conversation in the following words "My wife told her that she had no claims on Burrard Ross; that she would make her a present of it - and she might make any disposition of it she saw proper and that she would make the payments at any time she saw proper to ^{take} receive them". Was that the whole of the conversation between them in reference to the land?

6th Ans. No Sir I don't suppose it was I could not begin to state every word that was spoken

7th Quest. Who wrote the bonds you mention is offered to Miss Orr for the land.

7th Ans. Mr J. N. Jones.

8th Quest. How long after the sale were they written?

8th Ans. Some 5 or 6 days, or must I suppose

9th Quest. Who was present when they were written

9th Ans. I don't remember.

10th Quest. Were they read by any person, that you remember of & by whom?

10th Ans. I do not remember.

11th Quest. - Who signed the bonds and to whom, and how were they made payable?

11th Ans. My wife, myself & Mr D^r C. Deeds. They were payable to Miss O. B. Decker on the 1st of January 1879 I believe & on the 1st of January 1880 I reckon.

12th Quest. Did you count out the money and what kind of money was it you offered?

12th Ans. Yes Sir I counted out the money and it was greenbacks.

13th Quest. Did you demand a Deed from my Uncle

13th Ans. I did not; only signed a receipt for the money which I had written; and he made in part-payment which Mr Jones wrote at the same time he wrote the bonds.

14th Quest. How do you know the quantity of land to be in Burrard Road - as you have stated.

14th Ans. By being present when it was stepped and calculated.

15th Quest. Did you make the calculation yourself?

15th Ans. I did not. I looked over it though. I made over the land and have now the number of feet and yards and it can be produced.

16th Quest. When you tied off the land did you or anyone else bid as for your wife?

16th Aug
7th 2

W, Sir, I never announced it as all
was it I had it off as I would for you had
you rejected me to do so. Mr Edwards
cried it out as ~~being~~ in my name with-
out any instructions. I was not very
close to him. If I would have instructed
him at all I would have told him both

17th 2.

what has become of the receipt which
Mr J. N. Jones wrote as you have mentioned

17th A.

I am not positive it might have been
burnt up when the bonds were. I have
not got it.

Re-direct

1st - 2

State whether or not Mrs C. C. DeK have
any objection to the solemnity of the bonds
that were presented to her

1st - Aug

W, Sir, she did not.

Witness Recalling the Defendants

1st - 2

Quest: State who is in possession of the
Deer land and by whose authority are
they in possession

1st - Aug

Mr John A. Hark by the authority
of Cordelia M. C. Gale, my wife. The
deed is here Exhibited as "B." and filed
with the papers.

1st -

Cross-Examiner

1st - 2

When was this said contract written.

1st - A.

The 26th of February 1878 & signed.

1
on the same day. I was afraid some-
time in December ¹⁸⁷⁷ that it should be given
and neglected to take it until the day of
its date.

And further this Deponent saith
not.

J. S. Gann

P. D. Gmactrey being duly sworn in
the Holy Evangelist of Almighty God re-
plies and says

1st Quest- State whether or not prior to the sale of
the Dover land herein before mentioned
you had any conversation with Miss
C. C. Dalk in reference to such sale
and if so what was that conversation

1st Ans- Yes, Sir. I had such a conversation
with her. She told me she would like
to buy the land and wanted me to advise
her whether to buy it or not. My advice
to her was not to buy it. She said she
was willing to be governed by my advice
and Isaac Jones. She seemed to want
it so that I promised to see if I could
borrow the money for her. I could not
do so. This is about the substance of
the conversation.

2^d Quest- State whether, or not, you attended the

sale of the said land at the request of
M^{rs} C. C. Delt and representing her
interest and the circumstance, atten-
ding the said sale.

2^d A.

I attended the sale and received a note
from her the morning of the sale request-
ing me ^{and J. A. Jones} to represent her interest in the
said sale. I saw Mr Jones and conferred
with him in the subject of the sale of the
land and both agreed that it was not
to cousin Cecil's ~~own~~ interest to buy the
said land. Mr Gale saw me soon
afterwards and came to consult
me with regard to the sale of it, and
I concurred in the propriety of the sale
and asked him if he did not expect
to buy it. He said he thought some-
thing about it if it did not go too high.
I asked him what he thought the value
of it was. He said he thought about
\$400- or so. I told him that I thought
that was too little; that I thought
\$500- was a fair price for it. That
that opinion was the result of my own
views after a ^{little} ~~careful~~ visit. Mr Gale
hesitated at the valuation of \$500-
I told him I was then representing cousin
Cecil and wanted to see justice done to her

owned for \$500 for the place, I would not meddle but if he ^{but of the} would not consent to bid \$500 for the place I would run him up to that. He hesitated at that and asked me what was best to do with Burrard Roost; I told him I had no inclination, respecting Burrard Roost; that I had not in fact thought of it; I asked him then about it and asked him how much land was there. He said he thought some 6 or 7 acres. I had known the place years ago and had not placed much value on it; thought some 20 or 25 dollars as much as was worth. And asked him whether he thought it best to sell it separate, or with the other land. He said that he thought it just as well to sell both together. He told me then if they would put the two places up together that he would consent to bid the \$500. I saw J. N. Jones after that & told him of my conversation with Mr. Gale and he consented to it, and I thought as well to all I had said to Mr. Gale. When the land was put up I think I bid some \$400. Mr. Gale bid \$500 & went to dinner. I thought I had done my duty & if any body chose to run him up he might do it. He

afraid to the terms of sale. I do not
remember that the terms of the sale
were announced by the Crier, but if
he had announced any different from
those upon which I think I should have
remained it.

Cross Examined.

1st Quest. Can you state positively that
the Crier did announce the terms
of sale as agreed upon between you
and Mr. Hale?

1st Ans. I can't state that he announced
the terms at all. I have forgotten.

And further this deponent saith
not.

P. H. Guetney

Edward Little being sworn deposes and says

1st Quest. State whether, or not, you are acquainted
with the tract of land herein called The
Burrard Estate of 20, state the No of
acres therein and the value of it.

1st Ans. I live close by it and am toler-
ably well acquainted with it. There
are some 6 or 7 acres of it and it is
worth about ten dollars. One half of
it is Swamp and Branch. Some land
some 6 or 3 acres of it. There are a few ^{small} ^{8, or 10} ^{ordi-}

1
many miles in it: the balance is farms,
scrubs &c, such as grow on land of
such nature. I went round and sketched
the land and have a little diagram of
the land herewith produced and filed
marked "C". I sketched around the
lines marked A, B, & C. Mr Jones had
sketched the line "D" before I got there.

2^d 2

State whether or not you were present
when Wiley Deak purchased this land
& for the no of acres it was represented
to contain.

2^d Ans

I was present at the sale and as well
as I recollect it was stated to contain 6 acres.

3^d 2.

State whether or not you are acquainted
with the Dover tract, and what
the fair value of it & Barrard Root.

3^d Ans

I am acquainted with it and think
\$500 a fair value of both. I did not con-
sider B. Root worth anything scarcely.
And further this deponent saith not.

Edwin Little

James O. Harris being sworn deposes
and says

1st 2

State whether or not you had any conver-
sation with Messrs C. C. Deak subsequent
to the sale of the Dover tract & B. Root.

in reference to the said sale, and if so what it was.

1st Ans. Yes Sir, I had such conversation with her. I live close by her and when I comes out up with her we talked about it. She never at first seems willing for it to be sold. She was very much dissatisfied with the sale of it. I said to her that I had heard Mr Gale say that he would give her the B. Ross tract if she wanted it, and she said yes, he had told her the same thing (or) she didn't want it.

2 Q. State whether or not during ~~that~~ that conversation Miss O. C. Delt stated her name for being dissatisfied with the sale.

2. Ans. It was because it did not sell for money enough. She said she would have been very willing to give \$500. for it.

3^d Q. State whether or not you had any conversation with Miss O. C. Delt prior to the sale of the Dover Land & B. Ross in reference to the said sale & if so, state what it was.

3 Ans. I never did that I recollect of. She sent ~~him~~ a message to Mr Gale by me to the effect that she had agreed to have the land sold.

4th Q

State whether or not you are acquainted with the Dover Land & B. Root & what is the value of it.

4th Ans

I lived in the Dover Land two years & don't know any thing about B. Root. It sold for as much as I thought it was worth.

5th Q

State whether or not the Dover tract could have been divided.

5th A.

I don't think it could. I don't see how they would go about it.

Cross Examined.

1st Q.

Was the message you have mentioned in answer to the only message ever sent by Miss Orr Dink to you by Mr. Gale?

1st A.

It was the only message that I know of.

2^d Q

Say whether or not she never sent by you a message that she did not want B. Root to go with the Dover place.

2^d Ans

She sent that message but it was all at the same time with the message above spoken of. I had not been asked about that.

3^d Q

State in full what was the message sent by you about B. Root, and when sent.

3^d A.

She told me she had promised Mr. Gale that she would let him know by Court-day or in two or three days, whether she would consent for the place to be sold and she told me once or twice to tell him not to see them together.

let separate; and I told him ^{so} as she says
-ed me; and I think this was about a week
before the day of sale.

And further this defendant saith not.

J. W. C. & T. W. C.

E. P. Davis, being duly sworn depose, and says

1st Ques^t. State whether or not you had any conver-
sation with Miss E. L. Peck prior to the sale
of the Dover tract / B. Roost, ^{in reference to such sale} if so state
what it was.

1st Ans^r. I ^{was present at} had a conversation between Mr Gale
& herself respecting the sale of the land.
He inquired to know whether or not she had
agreed to the sale of the Dover tract. I infer
from the conversation that they had that she
had agreed to the sale of it. The terms of the
sale were then spoken of. He asked her
in what terms she proposed to have it sold.
She told him in the best terms it could be
to make it bring the most it could. He
then suggested $\frac{1}{3}$ cash & the balance in 12
2 year time. She then told him she left
the entire decision with cousin Isaac &
cousin Decatur: she would be satisfied with
what they did. This conversation was exclusively
about the Dover land. I did not know any
thing of the B. Roost. And further

This Dependent- Court Not.

E. F. Davis

Further Recd being duly sworn deposes
and says.

1st-2.

State whether or not you had any conversation with Mr Geo. S. Gale on the day of the sale of the D. Land & the B. Road and immediately after such sale and of so what was said, and who was present.

1st- Ans

Yes, Sir: He said he had bought it for his wife and if I wanted to buy it his wife would sell ~~the~~ both tracts that is the land she heired from her father's estate and the Daven land also: that he did not buy the Daven land for himself but for his wife, that he bought it to please her, and that he bought it for her as her request. This was about an hour after the sale of the land. No one was present at the conversation.

The Question excepted to by the counsel for the Plaintiff and for Miss C. C. Deak on the ground that it is not legal evidence. and cross Examined without waiver of exception.

1st-2.

Was the Conversation you have stated in ref

erence to the Dover tract alone, or with
reference to it and Burrard Roost.

1st A. Burrard Roost was not mentioned
at all.

2^d Q. State whether both of these tracts were sold
together, or not.

2^d A. I don't know for I paid no particular
attention to the sale of the land.

3^d Q. Did you not, say in your Examination
in chief that the conversation you have
mentioned might have been an hour
and a half or two hours after the sale.

3^d A. It was not less than an hour nor
over two hours.

And further this deponent will not.

Edwino, B. Bell

1st Q. State whether or not after the sale of the
Dover and Burrard Roost you accom-
panied Mr J. S. Gale to see Miss C. B. Deak
and if so what passed between them
at that time.

1st A. Yes Sir, I did. He offered to pay her
the money and bonds and she refused
to take them. She said she was dissatis-
fied with the sale of the place. She objected
because both places were sold together.

Mr Hale told her if she was dissatisfied
on account of both places being so close together
she could have P. Rovers in full simple pro-
vided she would pay cost of preparing
and recording the deed I think. I think
she asked him why he wasn't ~~writing~~
willing for her to have it, and I think he
told her to pay him as he expected to
pay her and she could have it.

And further this deponent will not,
R. C. Jones

After witness appearing, the further taking
of these depositions is continued until Wed-
nesday the 9th at the same time and
place and between the same hours.

R. I. Thomas

A. Public

September 9th 1878

Present C. B. Hayden

R. E. Boykin

Mary Jones being duly sworn deposes and
says in answer to the following questions

1st Ques

Will you state whether or not, you
are familiar with the tract of land known
as Burr and Rovers and heretofore men-
tioned and alluded to, If so, what is its value

1st Ans

Yes Sir I am acquainted with it quite well and know all the lands that bound it, have been over ~~and~~ upon and around it. I don't think it worth more than twenty dollars. I never got paid for it myself, but it may be worth that to some one. It contains something in the neighborhood of 6 acres. I expected to be called on to say something about it - and so went on and staked around it - as well as I could, stepping as near as I could a 3 and a 4 line.

2^d Q

State whether a lot, you are acquainted with the tract here in before called the Dover Tract, and give its value of it - and Burrard Root?

2^d Ans

Yes Sir, I am acquainted with it. I think the places are worth about \$500. I once went ^{with others} on ^{Wiley J. Deak} the place to value the whole place and as well as remember we valued the whole land at \$4000. This was before it was divided.

And further this defendant said not.

Henry Jones
do not know S. Gale and a defendant in this suit
Cordelia M. C. Gale Henry Dale
sworn deposes and says as follows:

1st Ques: Will you state whether or not, you attended the sale of the Dover tract and Burrard Roost previously alluded to in their depositions made at the C. H. on the day of sale.

The Examination of the witness is excepted to by the plaintiff in behalf of himself and of Alice C. Deek because the subject of the suit is the liability of the husband of the witness.

1st Ans: No, Sir. I did not.

2^d Q

State whether or not you gave directions to any person to purchase for you, and on your account, the Dover tract at the sale of it at the C. H. & Co. to whom.

2^d Ans: Yes, Sir, I gave directions to my husband, Geo. S. Gale. None else was present.

3^d Q

State whether or not such purchase was made in your behalf & on your account.

3^d Ans: Yes, Sir. It was made in my behalf, and on my account by my agent and husband.

4th Q

State, whether or not you made any effort to comply with the terms of sale.

Ans: if so, what effort did you make.

4th Ans: Yes, Sir, I did. I gave my husband

the money to go up to make the first payment, and had the bonds written and sent them to ^{Mr} C. C. Deak and she would not accept them.

5th Q

State whether, or not, you told Miss C. C. Deak that you were the purchaser of this land.

5th Ans.

I did.

6th Q

State whether or not she made any objections to the sale and if so, what were the objections.

6th Ans.

Yes, Sir, she made objections and stated that we tried to take her rights from her by having both places, Burrard Roost and the Dover tract sold together.

7th Q

Upon such objection being made State whether or not you offered to give up Burrard Roost.

7th Ans.

Yes, Sir, I told her if that was her objection I would give her up Burrard Roost in full simple to do with as she chose.

8th Q.

State whether or not you lay any claim to B. Roost from such sale and purchase.

8th Ans.

No, Sir, I do not under the present sale.

9th Q.

State whether, or not, you are willing to execute a Deed for B. Roost to Miss C. C. Deak, conveying the said land to her in fee

Simple without charge?

9th Ans. Yes Sir.

10th Q

State whether, or not, you are ready and willing at any time to make the cash payment and execute your bonds with security to Messrs O. C. Dick for the proportion of the proceeds of said sale?

10th Ans.

Yes, Sir, I am ready & willing at any time.

11th Q.

Cross Examined without waiver of Exception.
You have stated in answer to question 1st that you authorized your husband to purchase the Dover tract, and in answer to the 4th Question you gave him money to make the first payment and had the bonds written and sent them to Messrs O. C. Dick. Please state whether or not you gave the authority so given and extended to the purchase of any other land than the Dover tract - the amount of money you gave him - when you got it - when did you get it - write the bonds and what were their terms, and conditions, and amounts?

11th Ans.

As I did not give him authority to purchase any other tract than the Dover tract I did not think any thing about B. Ross at the time. I think I gave him about Eighty one, or two dollars. I can't tell when I got it all from him - I was for a long time

I had over. I had a pea and crop ~~the~~ year
before the last. I have been having crops
raised on the portion of the land that I
am heir to. ~~So~~ I sent my husband to
Crispin Isaac Jones to get him to note the
bonds as I thought that would be more
satisfactory if he noted them. They
were to be paid in one, two, and three
years; one third cash & the other the next
year & the year after bearing interest from
date: they were payable in 1879 & in 1880
and don't recollect the year in which
they were payable. The bonds were to be
made in equal payments

2^d Q. How long, before the sale was the author-
ity you mentioned given

2^d Ans. ~~I think~~ about a year or so. That morn-
ing that my husband started to court.

3^d Q. You have mentioned that you got the
money from the sale of crops on the land
you were heir to. State what lands you
mean, who cultivated the crop, to whom
do you sell it, and for what amount.

3^d Ans. I meant the land south of the river
the land that I hired, ~~along with my~~
sister from Wiley S. Delt. My sister &
my sister was divided between ~~her~~ myself
and the heirs of Wiley S. Delt and his land was

tended between us, except the dower land,
and B. Roast ^{I don't} My husband ^{is here} cultivated
the crops ^{cultivated} on the said land, I don't know
to whom I owed any of the crop. I don't ~~re~~
recollect what amounts they were owed for
who signed the bonds you have mentioned
undered Prof C. E. Dew besides yourself.

4th. 2

4th. A.

5th. 2

My husband & Mr Dorsey Dew.

Did the other parties you have named
sign in your presence?

5. A.

6th

My husband did, but Mr Dew did not.

And further this deponent saith not.

Cardelia C. Gale

Wm H. Hurre being duly sworn deposes
as follows.

1st. 2.

Where do you now live, with whom did
you make the contract for the rent of the
place, and what were the terms of the contract
when was it made, & state all that you
can recollect of the conversation between
yourself & with the party with whom you
made the contract.

1st. A.

I live on the dower tract mentioned
in these depositions. I contracted for the
rent with Mr Geo. S. Gale. I was to give
the ~~four~~ fourth of the corn, the fifth of the peaches

one half of the apples and was to take down
and put up a new piece of fence on the
West-side of the farm. ~~and~~ ^{so} I made
a good fence. the balance of the fence I
was to repair as I could see any crop under
it. This contract was made between Christ-
mas Day and January 1878. Mr Gale
told me that he rented it out; that it was sold
and he bought it - he had tried, & offered to com-
ply with the terms and he agreed; Miss
Orie agreed - let him; she agreed to re-
ceive the money.

2 Q

State whether or not Mr Gale said he had
bought and rented it out as such, or what
was his language about the purchase

2 Ans

He told me he bought it; a fair sale as he
thought; as such he rented it out. He
was responsible for what he done. This
^{bargain} ~~contract~~ was ^{made} ~~made~~ before I took possession.
I took possession to the best of my recolle-
ction the first week in January of this year.

3 Ques

Look, on the contract filed with the dep-
osition of John S. Gale marked "B". State
whether or not that is your signature
thereto purporting to be a contract for
the rental of the land you have men-
tioned with Mrs Cordelia M. C. Gale
and state whether or not before that pa-

per was brought you, Mr. Gale made any
mention to you of Mrs. C. M. C. Gale being
the owner of the land, and whether or
not you made any remark about it,
& if so state your remark about it.

3rd Ans. That is my signature. Before this paper
was brought me, Mr. Gale did not to the
best of my recollection make any state-
ment to me about Mrs. C. M. C. Gale
being the owner of the land. When it was
brought there I asked Mr. Gale to read it,
He readily commenced the reading of it and
when he came to Mrs. Gale's name
he said it was all the same. He then
remarked it was her property. I told him
very well. He read it. We walked to the house
and he took a pen and ink and filled it
out. Myself & Thomas E. Vaughan signed
it, the latter as witness.

4th Q. State whether or not you have paid any
portion of the rent in kind & if so how much
and how much.

4th Ans. Yes, Sir, to Mr. Gale; Eight measures
of corn, five of short, and three of long.
Crop Examined.

1st Q. State when, and at what place you were
when the bargain you have alluded to, for
renting the said land was made?

1st Ans. Between the Dover dam and the Rev;
Mr Ward on the road.

2^d Q Did you go to Mr Gale's house the day of
renting of this land. If so, was there any
conversation respecting ^{the renting of} this land, & if so
who was present.

2^d Ans Yes, Sir. I was there to breakfast
and dinner I think. I do not ~~recollect~~
^{he talked} about the renting of the land. Sometimes
Mrs Cordelia Gale was attending to
her business about the house and Mrs
Hall was there. We did not talk about the
terms of the bargain.

3^d Q During your visit to the house of Mr Gale
did not Mr L. M. G. Gale tell you that
any bargain that you made with her hus-
band for the renting of the said land would
be satisfactory to her?

3^d Ans She did not.

4th Q Did she not at any other time make
this statement to you.

4th Ans I do not recollect Mrs Gale saying
any thing about renting of it, about its
being her land.

5th Q Did Mr Gale ever tell you that he
purchased this land in his own account.

5th Ans I do not know that I am prepared
to answer that question for this reason

Because I don't recollect that Mr. Gall did positively tell me that he did purchase the land on his own account. He told me he bought, but did not give me his reasons why. He told me he bought and as such he rented out

6th Q Did he not ^{at any time} tell you, that he bought it for his wife.

6th Ans. He ~~did~~ has told me that he bought it for his ~~self~~ wife, and would not have bought it - but for his wife. I can't tell you the exact day, but it was about 3 weeks ago yesterday. He may have told me so before some, 2, 3, 4, or 5 months, ^{may have been} probably longer.

7th Q Did he not tell you so on the 26th day of February 1878?

7th Ans. I can't answer for that day.

8th Q Did he not tell you so sometime in the month of February.

8th Ans. He spoke of it on the day I signed the contract.

9th Q Is the paper now presented you (Exhibit "B") the agreement under which you hold the said farm?

9th Ans. This is my signature here.

10th Q Since renting the said land have you not had some difficulty, ^{or misunderstanding} with Mr. Gall about a road through this farm

10. Ans

I have had no difficulty. I have had a misunderstanding.

Re direct.

1st-2.

Explain the misunderstanding you have mentioned and say ~~not~~ whether, or not, it has in any manner influenced your testimony.

1st. Ans

When I moved there there was a path through the farm which is there now. When I got ready to put up the fence I changed the path and it remained so for some time until after corn was planted & was up. The people had been travelling the path through the yard and across and I recollect about the 19th of May, Mr Moody drove through my crop on the old path. I went to him and he said to me that he intended to travel it; and that I had no right to change it; and that he was going to put two gates there next week. In a day or two after this Mr Gale was to see me and asked me if I would not put a gate down at the old path; that his wife requested him. I did not tell him I would, or I would not. What I did I did out of sympathy with his wife. He told me that it would cost much to have one put there. I told him I had no money to pay

for nothing at that time. He said if I didn't
put one there he would have it done himself.
~~if~~ there was a gate put there by Mr Moody
they also, Mr Gale, & Mr Moody, put one at the
apple mill shelter without my consent. Af-
ter he put the gate up he came to the
house and told me he was going to take
his hoe and cut down a row of corn down
the old path. I told I should ask the law
to protect me; that I didn't think he had
any right to do it. He bade me good bye
and said I shall not trouble you any
more. This misunderstanding has
not at all in any manner influen-
ced my testimony here to day.

And further this deponent will not.

W. H. Muzzell

1st Q. Mr C. M. C. Gale being duly sworn deposes and
says.
State whether, or not, when Mr Wells
visited Mr Gale for the purpose of settling
the Dover tract you told him the land
was purchased by you and any bar-
gain he made with Mr Gale would
be satisfactory to you?

1st Ans. Yes, Sir, I told Mr Wells so in my
chamber before he went up there; but
I didn't understand the making of bargain

but that any bargain he made with
Johnny would be satisfactory to me. and
we knew that I got ^{Johnny} ~~him~~ to bid off the
Dover tract for me. No one was
present but Mr Azell, my husband
& me. Mrs Hall might have been present
but I don't remember it

Question and answer executed to
by the same parties, and ^{for} ~~on~~ the same
reasons as in the examination, in
chief of the same interest.

Portland, Maine, Nov. 1861.

and further this Defendant will not:

Cardelia M. C. Gale

Mr W. H. Hurlburt

Pl-2.

The last-witness states that she told you in her chamber before you were arrested that she did not understand the making of bayans but that any bayan to you made with her husband seemed to her satisfactory to her and that he had told off the seven baits for her. State whether any such remark was ever made to you by the said witness.

1st Ans:

Not any such mark was ever made.
And further this dependent said not..

W. H. Lyzell

Virginia

Isle of Wight County - to wit:

J. R. S.

Thomas a notary public for the county
aforesaid in the said State do hereby
certify that the foregoing depositions
were duly taken, sworn to and sub-
scribed before me at the times and place
mentioned therein.

Given under my hand this 9th
of March A. D. 1878.

R. S. Thomas
N. Public.

Fee for taking this deposition \$10.00
and for taking of Sep: 16th 78 5.00
15.00

R. S. Thomas

Hayden. Receiver

Gibbs v. Southall

Depositions of
Jno: S. Hall et al

Charged to hand
under seal Dec. 21st
1878, and filed

John S. Hall et al

[101]

To John S Gale, Cordelia McCarrie & Oceana C Clark

Take notice that We shall on the 16th day of September 1878, next, at the Office of R S Thomas in the town of Smithfield in the County of Isle of Wight between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of Oceana C Clark, J N Jones

and others, to be read as evidence in our behalf, in a certain Suit in Chancery, depending in the Circuit Court of Isle of Wight County, wherein C B Hayden sometimes called Receiver in Equity is Southall are plaintiffs, and Mrs S Gale Cordelia McCarrie & Oceana C Clark are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully. C B Hayden Plaintiff &
Oceana C Clark Defendant
per C B Hayden their
Attorney

To the Sheriff of
County to execute.

Service acknowledged
R E Bowkin
att'y John S. Hale
Cor. Union St. & Lake,

To John S Gale & Cordelia M C Gale his wife

Take notice that we shall on the 31st day of March - 1879, ~~next~~, at
the Office of R S Thomas in the Town of Smithfield
between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of Oceana C Swalling
and others, to be read as evidence in our behalf, in a certain
Suit in Chancery, depending in the Circuit Court of State of Miss
County, wherein C B Hayden Receiver in Chancery of Smithfield
vs James plaintiff, and John S Gale & Cordelia M C Gale
are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

To the Sheriff of
County to execute.

Respectfully, Madison Swalling &
O C his wife & C B Hayden Receiver
in Chancery of Smithfield
C B Hayden Receiver

Service of the writ in which
acknowledged

March 79. R. C. Boykin
att'y for J. H. Hale & Cordelia
Mc Hale

To the Sheriff of the County of Isle of Wight Greeting;

We command you that you summon Oceana C. Delk,
J. N. Jones, L. W. Ward, L. B. Edwards A. M. Delk &
Robert Jones to appear at my office
in the town of Smithfield in the county of Isle of Wight
on 16th day of September 1878, before me a Notary public
for the said county duly commissioned and qualified
to testify and the truth to speak on behalf of C. B. Hay-
den sometimes called Receiver in Gibbs vs Southall
and Oceana C. Delk in a matter of controversy pend-
ing in the Circuit Court for the County of Isle of Wight
between C. B. Hayden Receiver aforesaid Plaintiff
and John S. Gale & Cordelia M. C. his wife & the said
Oceana C. Delk Defendants. And have then there
this writ.

Given under my hand, this 4th day of Sept 1878

A. S. Thuma

Not. Public.

C. B. Hayden Recd.

per. { Summons
3

John. J. Gulick & Co

Received by delivery
to the within named
Oceana C. D. & S.
N. Jones & Edward
C. B. Edwards A. M.
Dell. and No. Jones
each a true copy
of the within Sum-
mons Sepk 12th
1878.

C. B. Edwards

Shff

The Deposition of Oceana C. Deek, M
A. Deek, J. A. Jones, L. B. Edwards, J. W. Ward
taken pursuant to the annexed notice
at the office of R. S. Thomas, Smithfield
Va on the 16th of September A. D. 1878
to be read as evidence on behalf of the
said Oceana C. Deek and C. B. Hayden
Receiver in Gibbs v. Smitell, in the
Chancery suit pending in the Circuit Court
of Isle of Wight County in which C. B.
Hayden, Receiver as aforesaid is plain-
tiff, and the said Oceana C. Deek
and John S. Gall; and Cordelia
M. C. his wife are defendants.

Present C. B. Hayden, atty for Plaintiff
R. E. Boykin " " Defendants

The said Oceana C. Deek being first
sworn on the Holy Evangelist answers
as follows to the following questions:

1st Question. State whether or not there was
ever any agreement between John
S. Gall, and yourself as to the sale
of the Dover Land assigned your moth-
er, the late Caroline E. Deek, and
of sea, what was that agreement?
and any thing and every thing

that paper between you, and the said
John S. Gale in reference to the said
Agreement of Sale.

Answer.

He wants to know of me if I ob-
jected to the land being sold and I told
him I was not willing for it to be sold
and he told me then, if I was not
willing, for it to be sold, it would have
to be sold by ^{and the said party} a court ^{as a piece}. Then I told him
if it had to be sold, it must be sold
but I would give my consent unwill-
ingly. This was concerning the Dover
Land. He never mentioned the other
piece of Land called the Burrard Roost
but sent Mr. Mac-Dick to know of me
a day or two after that if I was will-
ing for the Burrard Roost to be sold
with the Dover Land and I sent by
^{the same gentleman} word that I objected to it; that I
did not want them sold together
at all. This word was sent on Sun-
day evening, before ^{court} came off on Mon-
day morning at which the sale was
made. After the sale he brought
me a portion of the money, as much
as I can recollect some Eighty odd
dollars and told me he wanted to pay
me for my portion of the land

and I then told him that in the way
it was sold I was unwilling to receive
the money, and did not intend to do
so until I could get the advice of
some friends. Then I came down to
see Mr Hayden, and Mr Gale told
me he had done all that he thought
he was required to do, and if I did
not choose to receive it - he would
not offer it any more, or something
of that kind. I don't know the exact
words, but I know he told me that.
I did not then want the Dover Land
of Mrs Caroline E. Deak, and the
piece called the Burrard Roost - sold
together, and this is what I meant
when I said I did not like the way
in which the land was sold. In a
few days after it was sold he ^{a second time}
brought me the money again, and
brought a witness, Mr Robert Jones
and offered me the money a second
time and I again refused to take it
on the same grounds that I did at
first; because he had sold both the
Dover tract, and the Burrard Roost
together.

2^d Question. State whether, or not, in any of

the conversations referred to between
yourself and Mr. Gale he spoke of
the purchase at the sale alluded to
as made by his wife, Miss Gale.

2 Answer. He never mentioned the matter to me.

3 Question. State whether, or not; when you
objected as referred to, to the sale of the
Dover land & the Burrard Road
together you offered to give him for
the Dover land alone what he had
bid for both of the tracts named.

3 Answer. As far as I can recollect I bid
him I would give him for the ~~Dover~~
land, what he bid it off at.

4th Q. When were you living at the time of
the sale, when are you living now,
when, and under what circumstances
did you leave your former home?

4th An. I was living at the Dover Place
at the time of the sale. I left there in
December 1877. I am visiting
now. I think I was forced to leave
because I could neither rent it, nor
buy it. I offered to rent it of Mr. Gale
and he would not rent it to me. I
asked him, as I did not consider the
farm sold, what would he do with
it; and he told me, that he in-

2
1

leaves to put it out to have it put under a fence and I then told him that if he intended to do that that I would remain there and do it myself. He did not consent to that but would it out unknown to me and sent a gentleman there to cultivate the farm for a portion of the crop.

5th Q.

State whether, or not, in the conversation above mentioned in which you say that Mr. Gall said it would be sold by suit, he threatened to bring such suit if you did not consent.

5th Ans.

Yes Sir. ~~He~~ He told me if I did not consent he would bring such suit, and have it sold.

Crop Examination

1st Question.

Question first in your direct examination and your answer there to assumes the death of Caroline E. Deik. Will you state that Caroline E. Deik is dead, and if so, the date of her death?

1st Ans.

Yes Sir, she is dead, she died the 4th night of this last July twelve months ago.

2^d Ques

You have stated that Mr. Gall told you that the Denver Trust would have

to be sold, and if you did not consent
to such sale he would have to bring
a writ for that purpose. Did he not
at the same time state that it would
have to be sold or decided, and that
from its nature it was incapable of
division?

2^d Ans. He left me to believe it would have
to be sold. I wanted it decided. I don't
remember that he said it was incapa-
ble of division. I will tell you exactly
what he said to me. He told me that
he thought that a writ would have to
be brought that would cost as fully
dollar, a piece & there would be eight
dollars, and then I told him if it had
to be sold on those grounds I would
have to give my consent.

3^d Ques From your previous answers it is
uncertain whether or not you were
aware of the time and place of sale.
Did you know when and where the sale
would take place?

3^d Ans. Yes Sir.

4th Ques. Did you not consent to the sale of
the Drovers land prior to the day of sale?
and did you not attempt to make
arrangements for its purchase?

4th Ans. I called on Mr Decatur Gwaltney to
aid ~~me~~ me in buying it.

5th Ques Did you state to Mr Gwaltney the
amount that you were willing to pay for
the land.

5th Ans. I did not.

6th Ques: Will you state whether any person
or persons at your request attended the
said sale with full power and authority
from you to conduct the said sale to at
least to your interest concerning the sale of
the said land

6th Ans. I called on Mr Gwaltney and Mr.
A. Jones related to the sale of it, and Mr
Gwaltney told the best for me he could
and aid me in buying the farm, and if he
found that he could not aid me in buying
it - to let it be known publicly that I
would not make a bid for it as several
had told me they would not bid against
me, and that I named the highest price
it would bring.

7th Ques Did you not tell Mr Decatur Gwalt-
ney that you left the whole matter
in his hands and to do as he thought
best?

7th Ans. I did as to
By the Dover land.

8th Ques, Did you specify the Dover Land

alone in particular when you gave Mr
Gwathney this authority?

6th Ans. No, Sir. I did not.

9th Q. Will you state on what terms the land
was sold?

7th Ans. I was not present at the sale.

10th Q. Prior to the sale, did Mr Gale agree
with you ^{and please} upon the terms of sale, & if so
^{was the price & what} what were those terms?

10th Ans. I left him to sell at the Court House
of his thought best, but I don't think he
agreed upon the terms of sale. Upon re-
flection I think I did agree to leave the terms
of sale to Courtin Decatur Gwathney.

11th Q. Did you not agree with Mr Gale
~~representing his wife~~ that it should
be sold for 1/3 cash and the balance
on credit of one, and two years?

~~Question Excepted~~

11th Ans. Yes Sir. I agreed to that.

12th Q. Whilst the negotiations concerning
the said sale were pending did not
Mr Gale state to you that he had
nothing to do with the land; that any
agreement between yourself and Cor
Delia M. G. his wife would be satis-
factory to him?

12th Ans. He never stated that to me.

- 13 Q. Did he not state to you that he was acting for his ~~late~~ wife?
- 13 Ans. No, Sir.
- 14th Q. Did he not state that his wife would not consent to a division of the Dover land whp it was done by commissioners?
- 14th Ans. Nothing of that kind passed between us that I recollect.
- 15th Ques. You have alluded to a tract of land call'd Burrard Roost? Did you know how many acres it contains?
- 15th Ans. I have been informed it contains 60 acres. I don't know of my own knowledge.
- 16th Q. You have stated that after the sale that Mr Gale tendered you a sum of money about \$80.00; did he not at the same time tender you bonds with security for the deferred payments?
- 16th Ans. He did.
- 17th Q. Did you accept the money and bonds, or either? And if not, why not?
- 17 Ans. I did not accept either because I was dissatisfied with the sale way it was sold putting the Dover & the tract call'd the Burrard Roost together.
- 18th Q. Did you state to Mr Gale the reason why you were ~~so~~ dissatisfied?

Re. Direct.

1st Ques

In your answer to the 10th question in your Crop Examination you say you left the terms of sale to Mr Decatur Gwaltney, and in your answer to the 11th question you say you agreed with Mr Gale that it should be sold for $\frac{1}{3}$ cash & the balance on a credit of one and two years. Explain what you mean by these two answers.

1st Ans.

I left it to Cousin Decatur to decide what he thought best. Mr Gale brought me the terms he approved of, and I told him they suited me, but I left it to what Cousin Decatur thought best.

2^d Ques

State whether or not, you ever agreed consented that Mr Gale should sell the Dover tract & the Buzzard Row together?

2 Ans

I positively say, I never consented to any such thing.

3 Ques

In your answer to your 8th question in your Crop Examination you state that in speaking of the matter with Mr. Gwaltney you did not speak the Dover Law. State whether, or not, your conversation with Mr Gwaltney did not have reference to the agreement

between Mr Gall and yourself as to
the Dover land?

3^d Ans: ~~Heretofore~~ Yes sir, I did.

And further this Deponent saith
not.

Olio C. Delk

M. A. Delk being duly sworn deposes
as follows

1st Quest. State, whether or not, any mes-
sage was sent by you from ~~John~~ J. S. Gall
to O. C. Delk in reference to the sale of
the land of Wiley J. Delk, the father of
the said O. C. Delk, and of the wife of
the said J. S. Gall, and if yes, state
the message, and the reply.

1st Ans: On Sunday at Church I saw Mr
Gall and he told me to ask cousin
Orie if she wanted the two places, the
Dover land and the land herein
spoken of as the Burrard Root-rod
together. saying, if I would ask her it
would save him the trouble of riding
up there to see her. I told him I would
do so. I saw her, and she told me to
tell him she had rather that they would
be sold separate. I told him this very

went on the Day of Sale before the sale
before we got to the Court House.

I was at the sale, & the two tracts men-
tioned were sold together, and I think
that Mr. Geo: S. Gale ^{bought} off the tracts.

Grasp Examination

1st-Quest. In your conversation with Mr Gale, that you have alluded to did you not say that Miss Decker told you to say to him. Would it not be better to sell the Dover tract & the Burrard Roost separate?

1st Aug. I told him that she said she
thought it would turn out separate.
that she thought it best to see them
separate.

And further this defendant saith, not.

H. A. L. W.

J. N. Jones, being daily sworn deposes and says as follows:

1st. Quest. It is admitted that this witness
is the J. N. Jones alluded to by Miss C.
C. Deak in her deposition.

State whether or not - as the friend of Prof.
O. C. DeK in the day of sale Burrard
Roos - and the Denver Court, and prior to
the sale - you objected to said two tracts

1st Ans:

being put-up together?

I don't know that I objected to
such sale but I told Decatur Gwalt
^{who was attending to the race more than I was}
my ^{that} they ought to be sold separate
I was present at the sale, and they were
sold together.

Cross Examination.

1st Quest.

After making the statement to
Mr Gwaltney just above alluded to
did not he & yourself both consent
that the two tracts mentioned should
be sold together?

1st Ans:

No Sir, I don't think I did, But I
told Mr Gwaltney to do what he thought
best.

Re-Examined

1st Quest.

State whether, or not, in answer to
the foregoing ~~question~~ question you did not
state that you never thought it best
to sell them together because they were
so far apart.

1st Ans

I did.

2^d Quest

State whether, or not, you had any other
reason for not wishing them sold together
and whether or not you had been in-
formed that Mrs A. B. Dalk objected
to their being sold together.

2^d Ans:

I thought that the owner alone would

sell for as much as ~~ever~~ both would ~~be~~ if
ever together, and I had been informed
by Mr M. R. Deak, that Mrs O. C.
Deak objected to both tracts being sold
together.

And for the the foregoing facts I do
S. B. Jones

L. B. Edwards being duly sworn before, and
says as follows:

1st Quest

State, whether, or not, as auctioneer
you offered for sale any of the lands of
the late Wiley J. Deak, and if yes, which
of said lands, where, and when offered
for sale, at whose instance, and by whom
bid off; and ^{if you have} any memorandum by you
of such sale, produce it.

1st Ans

1st Ans

I offered a portion of the lands
of the said Wiley J. Deak, viz, the down
land, and the Burrard Roost. represen-
ted to me ^{by Mr. Mac} as 6 acres which were sold
together, and bid off by Mr Jas: S. Gale
~~at whose request~~ me to see them at
whose request I sold them. They were
sold at Isl of Night Court House. I ~~have~~
made no memorandum of the sale.
Cross Examination.

1st Quest

Did Mr Gale instruct you to knock

this land off to him, and did you do so because he was the highest bidder.

1st Ans

He did not instruct me to knock the land off to him. I did so because he was the highest bidder.

2^d Quest.

Did you know whether Mr Gale made this bid in behalf of, and acting for his wife, E. M. G. Gale?

2^d Ans:

I do not.

~~And further this deponent does~~
Re-Direct-

State whether or not, there were any other bidders at the said sale than Mr Gale and ~~not~~ whether in the close of the bidding you made in your usual manner public proclamation that it was struck off to Mr Geo: S. Gale?

Ans

There was one other bid, made by Mr Gwathney I think, of four hundred dollars I think it was. The land was proclaimed as I generally do and was bid off by Mr J. S. Gale.

And further this deponent saith not,
J. B. Edwards

Rev:

1st Quest.

J. M. Ward, being duly sworn deposes and says
State whether or not you were ever present at any conversation between Mr

John S. Gale and Miss O. C. Delt in
reference to the sale of the land belong-
ing to the wife of the said Gale and
Miss O. C. Delt, or if you ever heard
any thing said in reference thereto
by the said John S. Gale, and if so, state it.

P. A. Burr.

I was present on one occasion only,
I think. I think also it was the first
time he had ever seen Miss Delt & spoke
about the land. He came to my house
and asked me to go with him. He wished
to know whether or not she was willing for
the land to be sold. She ^{said she} was unwilling
for it to be sold and would it be ended.
He was unwilling to have it ended, so he
staid, and wished it sold. They talked about
it some time, and he said it must be sold
if he had to bring suit to have it sold. He
was anxious for it to be sold in a short while
and she thought it would be treating her
mother with great disrespect to have it ^{so} soon
sold. I think this was about 6 weeks
after her mother's death. Miss O. C. told
him if she was compelled to sell it she would
agree for it to be done. Some time after
the sale, I don't know how long, he came
to my house again and asked me to go
with him to see Miss O. C. He wanted

to pay Miss O'Connell what was due and to offer her the bonds due on the purchase of the land. I refused to go and told her it was no use to go for Miss O'Connell would not receive the money as both places were sold together contrary to her instruction, a request she would not receive it.

2^d Quest- State whether or not at the first interview that you have mentioned between the parties the manner of Mr Gale and his language in reference to the sale was mild and conciliatory or insisting & harsh?

2^d Ans: Well, I don't think it. I mean you will disrespect Mr Hayden, but I had rather not answer.

3^d Quest- At that first interview was any reference made to the sale, or derivation of any other land than the Dover land?

3^d Ans: I did not know that there was any other land than the Dover land. If there was any allusion to the Burrard Coast I did not understand it.

4th Quest- State whether or not Mrs Gale and Miss C. C. Deak do not each own land adjoining the Dover land and on opposite sides thereof, and if

a division in kind of the ^{Denver} land could not
be made between them?

4th Ans They do ^{own} the situation, and I think the
Denver land could be divided between
them, but it would be a right difficult
job.

5th Quest- In your answer to the 1st question
you have stated that you told Mr
Gale that Mr C. C. Dick would not
receive the money and bonds because
the Denver land and Burrard Roost
were sold together. Did he make
any offer of excluding Burrard Roost
from the purchase.

5th Ans I don't think he did. "I don't remem-
ber he ever made such an offer in
my presence."

6th Quest When he asked you to present him
to under the money and bonds did he
make any allusion to a deed to be
made, and if so, did he speak of
that deed as to be made to his
wife or that the purchase of the
land was on her behalf.

6th Ans He did not make any allusion
to any deed, nor did he mention his
wife as being interested in the purchase
but said he purchased the land. He

said he intended to have it.

Cross Examination

1st Quest.

Since the said sale of the two tracts mentioned have you been acting as the friend and confidential adviser of Miss O. C. Delt?

1st Ans

I have been acting as the friend & has ^{as the} not adviser.

2^d Quest

Did Mr. Gale state in direct terms to you that he purchased this land on his own account?

2^d Ans

He did not. He stated that he purchased it.

3^d Quest.

What was the season of the year when you had the first interview with Mr. Delt?

3^d Ans

It was about six weeks after his death.

And is further this ^{deponent} fact not

J. W. Ward

Virginia,

Issued by Right County, to wit:

J. R. S.

I, Thomas a notary public for the county aforesaid in the said state do hereby certify that the foregoing depositions were duly taken, sworn to and subscribed before me at the time and place mentioned therein

Given under my hand this 16th day
11 September a.d. 1898

R. S. Thomas

N. Public

For for taking these specimens \$ 5.
and for those of 2nd of October ~~\$ 10.~~
15.00

R. S. Thomas

N.P.

J. H. Palmer solemnly
Swear that some time in the
Spring of this year since
the sale of the ~~land~~ land
of H. C. Clark, I applied to
J. S. Gale for the purchase
of the timber growing on Buzzards
Peak, he ^{said he} had no right to
sell the timber, as H. C. C.
Clark had raised an objection
to the sale of the property, because
Buzzards Peak & the corner
tract were sold together
Oct 1st 1878 -

Witness my hand & seal
J. H. Palmer

The undersigned agree
that the above affidavit shall
be read in the Court of H. C. C.
Receives Gale & Wife as
evidence on behalf of the Plaintiff
the H. C. C. Clark -

C. B. H. C. C. for
Plaintiff H. C. C. Clark
R. C. Boyne
Att. for Gale & Wife

Hayden, Receiver
in
Gibbs v. Southall

Depositions of
O. C. Delk et al.

Dec. 21st 1878

Cause to be heard and
sent to file d.

Teste, J. H. [unclear]
& [unclear]

To the Sheriff of the County of Isle of Wight Greeting:
We command you that you summon J W
Ward. J. N Jones R R Turner & W. H. Uzzell

to appear at my office
in the town of Smithfield in the county of Isle
of Wight on the 9th day of October 1878, before me
a notary public for the said county duly com-
missioned and qualified to testify and the
truth to speak on behalf of C. B. Hayden some-
times called Receiver in Gibbs vs Southall
and Oceana C Deek in a matter of controversy
pending in the Circuit Court for the County of
Isle of Wight between C. B. Hayden Receiver
aforesaid Plaintiff and John S Gale and Cor-
delia M C his wife and the said Oceana C Deek
Defendants. And have then there this writ.

Given under my hand this 3rd day of Oct 1878

R. S. Thomas

Executed by depositions
to the within named
R. R. Sumner & Son
Wm. H. H. a true
Copy of the within
notice &c
of the 1878.

L. B. Edwards
— Shff.

A Contract entered into between Mrs Cordelia
W. C. Gale of the first party and W. H. Myzell
of the second party. The said W. H. Myzell of
the second party for the use of the widows
above born Mrs W. C. Gale of the first party at the
place formerly belonging to Mrs Caroline C. Deth
herely promises and binds himself to the following
Articles & covenants. On the North west side of the Farm the
said W. H. Myzell is to run a new fence with
the exception of what good rails he may get out of
the old fence sufficient to make a good and substantial
rail fence. said fence running from this line Deth's
line down to the South corner of the Farm next to
the river. The remainder of fence around the
Farm to be obtained and put in good order. And
for want of said place the said W. H. Myzell
is to give one fifth of the crop of corn. one fourth
of the corn crop. and one fourth of the corn for
fruit made on said Farm. For the present year. & the
And in consideration of the above agreement

We hereby Affix our hand and Seal this the
3rd day of Feb 1878

W. H. Myzell

Witness Thomas E. Cropper

Ex Libris B. B. B.
by J. S. Gale

R. S. Thomas
Notary

6
11796 East

South 325⁶ Gds and west

879 Gds North side
8

Exhibit 'C'
Filed in Edwin
Latta.

R. J. Thomas
Notary

Land Sale

Will be sold at Public Auction before the
Court House door of Ash of right 100
to the highest bidder on Monday the 1st day
of October that being W. T. Day. The Dower
of Mrs Caroline C. Clark. Supposed to contain
50 or 60 Acres. Good dwelling and other
necessary buildings. Terms made known
on day of Sale.

Sold by consent of parties
W. H. Marshall

Exhibit "V"
produced by
R. S. Gale in response
to 2^d Question on
Crop Examination.

R. S. Thomas
Notary.



County
IN THE ~~CIRCUIT~~ COURT OF ISLE OF WIGHT COUNTY, *March 4* 187 *3*.
Farmers & Merchants Savings Bank, Plaintiffs,
against *John S. Gale*
Defendants.

Judgment was granted the Plaintiff against the Defendant for the sum of
Three Hundred & Two Dollars and _____ cents,
with interest thereon, to be computed after the rate of *6* per centum per annum,
from the *20th* day of *Decr.* 18*72*, till payment.

and the costs.
Plaintiff's costs, \$ *7.40*

An Extract.

Teste:

N. J. Young

Clerk.

S. F. M. & T. Bank

vs. Zles. Judgt.

Pro. S. Gale

This judgment was
docketed in the
judgment docket
of Isle of Wight
county on the 5th day
of March, 1843.

Attest, A. P. Henry Secy

3

VIRGINIA:

County
IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, *3 June* 187 *3*

C. B. Hayden Receiver in suit of, Plaintiffs,
Gibbs v. Southall
against *John S. Gale and*
Geo. E. Adams Defendants.

Judgment was granted the Plaintiff against the Defendant for the sum of
Three Hundred fifty five Dollars and _____ cents,
with interest thereon, to be computed after the rate of *6* per centum per annum,
from the *1st* day of *January*, 18*73*, till payment,
and the costs.

Plaintiff's costs, \$ *8. 00*

An Extract.

Teste:

A. S. Young

Clerk.

Mayden Reimond

3 Co. Just.
10. 3

John R Adams

This judgment was
doctored in the
judgment-docket
of Isle of Wight
County on the
the 6th day of June
18th 178.

Teste, J. P. Young etc

Y
L

This judgment is doctored in the following order, to wit:
Sherry five dollars paid on the 20th of June 18th 178.
and doctored five dollars and fifteen cents paid
on the 10th of June 18th 178.

etc

J. P. Young etc



IN THE ^{Concedit} ~~CIRCUIT~~ COURT OF ISLE OF WIGHT COUNTY, *May 27th* 187 *3*

William A. Double, Plaintiffs,
against *John S. Gale*
Defendants.

Judgment was granted the Plaintiff against the Defendant for the sum of
Three Hundred and five Dollars and _____ cents,
with interest thereon, to be computed after the rate of *6* per centum per annum,
from the *10th* day of *Decr*, 18*70*, till payment,
and the costs.

Plaintiff's costs, \$ *5.99*
An Extract.

Teste:

[Signature]
Clerk.

Wm. A. Wheeler

n. 3 Co. Just.

Pro. S. Gale

This judgment was
docketed in
the judgment
docket of the
County Court
on the 6th day
of June 1843.

Teste J. P. Young, clk

X

Articles of agreement between John S. Gale and Cordelia his wife on the one part and O. C. Delk on the other part. Winthrop

Whereas, we John S. Gale and Cordelia his wife on the one part and O. C. Delk on the other part have felt it to be for our mutual benefit to have each of our portions of the tract of land formerly belonging to Wiley J. Delk assigned us, not including the widow's dower; we have therefore consented and agreed to draw for our portion, and whereas the widow's dower divides the said tract and that portion to the North of the widow's dower is known as "the Scurry piece" and that portion to the South of the widow's dower is known as "the Stalling tract" and each of these portions is regarded as equal in valuation by the said parties; the parties then drew and that part of the tract known as "the Stalling tract" and lying to the South of the widow's dower was drawn by John S. Gale and Cordelia his wife, and that portion of the tract known as "the Scurry piece" was drawn by O. C. Delk. The said parties to wit; John S. Gale Cordelia his wife on the one part and O. C. Delk on the other part do hereby agree to abide by the said divisions and drawing. In testimony whereof we have affixed our hands and seals in the presence of these witnesses on this the 15th day of Decr 1873.

Winthrop

J. S. Gale

Cordelia M. S. Gale

O. C. Delk

W. J. Randolph
W. J. McCoy
Robt. C. Jones

J. S. Gale

Cordelia M. S. Gale

O. C. Delk

Seal
Seal
Seal

Seal

The Commonwealth of Virginia,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT—GREETING:

We command you that of the goods and chattels of

E. Adams

late in your bailiwick. you cause to be made the sum of

Three Hundred and fifty five dollars with interest thereon at six per cent from the 1st day of Jan'y. 1873, till payment, which C. S. Hayden Receiver in Gibbs & Co. Southall

lately in our *County* Court of the County of Isle of Wight, recovered against

for debt, also the sum of *Three* Dollars and *16* Cents,

which to the said *Hayden Receiver* in the same Court were adjudged

for *his* damages, as well by reason of detaining the said debt, as for *his*

cost in that suit expended, whereof *they are* convicted as appears to us

of record; and that you have the said debt and damages before the Judge of our *County*

Court, at the Courthouse, on the first Monday in *December* next, to render unto the

said *Hayden Receiver* of the debt and damages aforesaid.

And have then there this writ

Witness, NATHANIEL P YOUNG, Clerk of our said Court, this *15th* day of

October A. D. 1874, and in the *12nd* year of the Commonwealth.

N. P. Young, Jr.

This execution is subject to the following credits,
to wit: \$35.00 paid of Jan'y. 21. 1873, and \$22.10
paid on Dec. 18th 1873.

Teste, J. P. Thompson.

Sheriff's Return.

"No property found to satisfy this execution or any
part thereof. Nov 30th 1874. J. P. Edwards Sheriff."

Teste, J. P. Thompson.

Harvard, Receives

vs. J. P. Thompson.

Gale et al.

Copies of Papers & Returns.

Ex. & deliv. with
resp. over.

Statement X of Judgment of C B Hayden Receiver vs J S Gale -

Debt due Jan 1st 1873 - 355 00

Int to Jan 21st 1873 1 18

Deduct payment on Jan 21st 1873 356 18

of 355 00

321 18

Int to Dec 15th 1873 17 34

338 52

Certs - 9 16

347 68

Deduct payment of Dec 15th 1873 22 15

\$ 325 53

Bal due of \$ 325.53, with interest
on \$ 321.18 from Dec 15th 1873

Hayden Receiving
As
Pro S Galveston

Statement
V
Filed with
Bill

VIRGINIA:

Circuit
IN THE ~~CIRCUIT~~ COURT OF ISLE OF WIGHT COUNTY, *June 2* 187*3*

C. B. Hayden, Receiver in Gibbs v. Southall
, Plaintiffs,

against

John D. Gale & Jno. E. Adams
Defendants.

Judgment was granted the Plaintiff against the Defendant for the sum of
Five Hundred Fifty Five Dollars and _____ cents,
with interest thereon, to be computed after the rate of *6* per centum per annum,
from the *1st* day of *January*, 18*73* till payment,
and the costs.

Plaintiff's costs, \$ *9.16*

An Extract.

Teste:

A. J. Young

Clerk.

Hayden, Receiver

3rd May.
22.

Gale et als.

Copy filed at law.

Ex of A filed with
perf. bill.

This payment is subject to following credits, Credit:
\$35.00 paid on Jan'y. 24th. 1873.
22.00 " " Decr. 18th. 1873.
Debit: (A. S. Hornung) 20th.
Certify that this payment was
deducted in the payment account of A. S. Hornung
to the order of Jan'y. 1873, Debit, (A. S. Hornung) 20th.

Hayden Reem
V J. Inchey
Gale et al

This cause came on
this day to be again heard on the
papers formerly read and was
argued by counsel and it
appearing to the court that nothing
further remains to be done herein
it is ordered that this suit be
dismissed from the docket, re-
serving to any party leave to
reinstate the same for cause
shown within two years from
the date of this decree.

Hayden River
of } on Chey

Cal

Rough Memo
Oct Nov 1883
To be entered
Geo. S. Good.

Entered No 39.

Hayden Receiver

vs
Gale & wife et als

This cause this day came on to be again heard, on the papers formerly read; on the receipt of Madison Gwaltney for \$158.33, cash payment on A. B. Gwaltney's 1/2 of Dower Land, paid the said Madison Gwaltney, by Cordelia M. B. Gale, on the written consent of the said A. B. Gwaltney on her privy examination, separate & apart from her husband, signed & acknowledged before & certified by a Notary Public & filed in this cause on the 1st day of December, 1879, on the two bonds of Cordelia M. B. Gale, John H. Ramsey & John S. Gale for \$158.33, each, payable respectively one & two years from the 1st day of January, 1880, with interest from that date to A. B. Gwaltney, wife of Madison Gwaltney filed in this suit on the 29th day of December, 1879, & the receipt of D. B. Hayden, Attorney for Thomas & Adam's Trustee, for Hayden Receiver in Gibbs vs Southall & for M. A. Mumble for \$475.00, paid on the 29th day of December, 1879, by Cordelia M. B. Gale, wife of John S. Gale in full satisfaction of the several judgments of said Creditors in the proceedings of this suit mentioned & was argued by Counsel; in consideration whereof the Court doth adjudge, order & decree that the Clerk of this Court deliver to D. B. Hayden on his filing his receipt therefor the two bonds aforesaid of Cordelia M. B. Gale & als; which bonds the said D. B. Hayden who

is hereby appointed Special Commissioner for
1 that purpose, is hereby authorized to collect
2 on or before maturity, should payment be tendered,
3 & the proceeds thereof, after paying thereon
4 $\frac{1}{2}$ the unpaid Cost of this suit, pay to such person
5 as the said O. B. Qualtrey may direct, on her
6 private examination, separate & apart from her said
7 husband, before a Notary Public, or Justice
8 of the Peace Certified by him & filed in this suit.
9 The Court doth further adjudge, order & decree in
-10 pursuance of the decree herein of October term
11 1879, in execution of the agreement of parties therein
12 contained, that as the payment aforesaid to the
13 said judgment Creditors was made before the
14 1st day of January, 1880; that the said payment
15 shall be in full discharge of the several judgments
16 & of all, or any liens created thereby on the lands
17 of said Cordelia M. C. Gale.

And the Court doth further adjudge, order &
18 decree that on the payment in full of the
19 said bonds of Cordelia M. C. Gale & also, that
20 O. B. Hayden who is hereby appointed special
21 Commissioner for that purpose shall
22 execute & deliver to Caroline M. C.
23 Gale wife of J. F. Gale a good &
24 sufficient deed in fee simple
25 ^{with special warranty} for her sole & separate use free
26 from all debts & liabilities of the
27 said J. F. Gale, ~~all the interest therein~~
28 ~~all the tract of land in these~~
29 ~~proceedings mentioned assigned as~~
30 ~~down to Caroline E. Clark widow of~~
31

Wiley I. Hesk decd, assigned to said
~~Cordelia M. C. Gale~~ Cordelia M. C. Gale
by the Commissioner of the Partition
Revenue at a valuation of \$950.00
the said Cordelia M. C. Gale & Q. C.
Gualtney being jointly & equally entitled
thereto. That the said Cordelia M.
C. Gale pay for the unpaid costs of
this suit. But the effect of this
decree shall be suspended as to ~~the~~
~~collection of~~ said bond until the
said C. B. Hayden shall execute &
deliver in the clerk's office of this
Court, ~~a~~ ~~good~~ ~~and~~ ~~sufficient~~ ~~the~~ bond
with sufficient security, in a
penalty of \$300.00 ~~and~~ conditional
for the faithful performance of this or
any future decree herein, with main-
tenance of the ~~homestead~~ ~~payable to~~
the Commonwealth of Virginia

Jan 1st 1881. Received of the Clerk of
the Circuit Court of Isle of Wight the
within named Bond of Cordelia M C
Gale & sh for \$158.33 $\frac{1}{3}$ due one year
from the first day of Jan 1880 -

C B Hayden Clerk

Dec 5th 1888 Received of the Clerk of the
Circuit Court of Isle of Wight County the
within named Bond of Cordelia M C
Gale & sh for \$158.33 $\frac{1}{3}$ due two years
from the 1st day of January 1880 -

C B Hayden Clerk

Hayden Recd

69
Gale sh

Rough claim

Oct - 1880

2nd in interest -

Geo. B. Ross.

Entered 30

Hayden Receiver

11

Gole

This cause this day came
on to be again heard on the papers
formerly read, on the report
of Master of Sheriff L B Edwards
under the decree herein of April Term
1879, on the report of James W
Hallings, S H White & Mott Ram-
say three of the commissioners of
partition under the ^{said} decree, & on abstracts
of the three judgments marked A, B,
& C of W S Womble, C B Hayden
Receiver in Little Southall, & Farmers
& Merchants Savin's Bank Smithfield
for the benefit of Thomas Eldon & others
adopted & consent of parties in lieu of
a commissioners report of ~~claims~~ on
the interest of the defendant Thos S
Gole in the land owned by his wife
Cordelia M C Gole in these proceedings
mentioned & was argued & counsel
on consideration whereof the court
confirming said report, to which no
exceptions were filed, doth adjudge

order & decree that the parties to this
suit be bound by the assignment in said
Creditor M C Gale as in said Report of
Partition made on the terms therein
mentioned, to wit, the payment of said
Creditor M C Gale on or before the first
day of January 1880, to such person
as the said O. C. Smalltree may
on her private examination separate
& apart from her said husband
before a Notary Public or Justice of
the Peace, certify, ^{I read} filed in this &
came, ^{directly} of the sum of £. 158. 33/3 -
& the execution in the Clerk's office
of this Court of two bonds with suffi-
cient security, with waiver of the
homestead for a like amount payable
to said O C Smalltree, respectively
one stone years from the 1st day of Jan'y
1880, with interest from that date &
that on the payment of said money
& the execution of said bonds as

1
aforesaid the said Cadeia M C
Gole shall take possession of said
Contract of Land in these
proceedings mentioned
and whereas by agreement of the
parties the Plaintiff in said Judgment
of J & J, have agreed to accept
^{has consented to keep current to pay}
from said Cadeia M C Gole ~~the~~
the sum of \$475.00 on or before
the first day of January 1880,
in full discharge of said
Judgment, the court by their
consent doth adjudge and decree
that said Cadeia M C Gole on or
before the 1st day of January 1880 -
~~with interest from that date pay~~
^{the sum of}
to ~~Thomas Adams~~ (beneficiaries
of the Judgment) 3/4 of the Farmers
Merchant Savings Bank and itself
C B & Co Receiver in Litch & Sutherland
^{according to the amount of said Judgment}
J W A Wamble, a copy without
regard to interest, the said sum of
\$475.00 ~~with interest from the 1st~~

day of January 1880, if not paid before
in full satisfaction of said judgments
And the court doth further adjudge
order & decree that the clerk of this
Court deliver to said L B Edmunds
the Bond of Edwin R Bell & Jennie
N Barlow for \$25.00 - returned of
him with his report of said
which Bond he is hereof authorized &
required to collect, - the half of the
proceeds thereof apply to the cat's
debt due against A C Gualley
- the other half to the cat's debt due
against Charles M C Gualley
And the court doth further adjudge
order & decree that the Sheriff of
this County sell the tract of
land in these proceedings
mentioned whereof Wiley J
Holk died seized & possessed
in the County of Allegheny
Penn or Buzzards Roost - contain-
ing of siting in 1/2 - Acres - More

And the Court doth further order
 that a commission of the
 Court be given to the Clerk of the County
 to send to the Clerk of the County
 a copy of the account of the County
 and the account of the County
 and the account of the County

public auction
 or less, at ¹ o'clock of the night of some
 Court day after having given at
 least 20 days notice of the time &
 place of sale of advertisement of
 the Court doer of said County
 on some Court day previous to the
 day of sale & at other public places
 in said County, on a credit
 of one year except so much
 for cash as will pay cost of sale
 taken for the credit of the
 Bond with sufficient security
 with waiver of the Terms but
~~which he shall be liable to~~
 himself ~~and~~ Sheriff one year
 from date, with interest from
 date, which Bond he shall
 return to Court with his
 report of his proceedings under
 this decree. And the Court
 doth further adjudge order decree
 that ~~Carolina M. C. Lee & Co.~~
 contribute equally to
 the ~~costs~~ of this

Suit, except the cost of taking the
depositions, on the issue of
Sole claimed of Cordelia Mc
Sole to have been made to her
in which Sole was decreed null
void of the court which
costs shall be paid of the said

Cordelia M C Sole, the of doth
further and good, that should the said
Cordelia M C Sole, fail to make the pay-
ment herein agreed upon, on the judg-
ments aforesaid on or before the 1st
day of Jan'y 1880, that the Sheriff of this
county proceed to sell as Public auction
or sell of right of the on some court day
the land inherited by said Cordelia
M C Sole from Wiley Wells, upon a
credit of one & two years, with interest
from date, except so much for cash
as will pay the costs of this suit.

Hayden Recd in
4
Ed. Wright
at and

h
+
Oct Term 1879

Rough drawn
To be entered
We consent to the
above:
W A Donkewally
for dfts behind
Hale, Cordelia
Mc Hale
C B Hayden - Attorney
Ply & Abate
Emallly imp
Jed. Gorman
Creditors -

Geo. T. B. 1880.
Entered 4 to.

Heard on River

Heard on River

This cause came on
this day the ~~again~~ heard on the
complaints of Reel, the answer of
Madison County & C his wife for
many weeks this day filed by con-
sent of court the answer of C & B
Edward ^{Adm} John E. Evans, and
John & Kate & Coralia McEl this
wife examination of witnesses
the questions to the deposition of
John & Kate wife, with replication
to the answer of said Kate wife
was argued by counsel, on
consideration, each of the court
sustained the validity of the
deposition of Kate wife, and the
advice of the court that the
questions put to her in her
deposition is a fair one
and in interest of the cause.
John & Kate in the same answer
this wife Coralia McEl & on her
undivided property of the property
of C & B Evans, and the
court doth further decide that
the case of the defendant and
Bazzards Ross mentioned in
the answer of John & Kate is
invalid and is hereby declared

To be null and void, and is hereby
set aside, and the court doth further
adjudge order and decree that
the said Henry Jones Robt Jones
Admrs. Geo H Ramsey

any the system
may all are hereby appointed special
commissioners to divide the
land in these proceedings
mentioned assigned as above
to Carolina & Rich persons
and Rich into equal parts
part to one of said parties to
Carolina M L Rich wife of John
Rich and the other of said parties
to O E Swattner wife of said
Swattner, but if said parties
can not conveniently be made
the said commission may alter
the entire subject to accept a
small parcel of the land
the court such sum of money as
this interest may require then to
the interest of the parties
the court by a call of parties
advised by the court of parties
of the said parties shall make
such partition and upon the
same terms, with a view to

[illegible]

Hayden Rec.

vs

Is all

Rough Record

Spine Bone 877

To be entered

Yours Truly.

Entered 19

Handwritten Recd.

of

Gale et al

On motion of the
defendant, John F. Gale leave
is given the said John F. Gale
the said John F. Gale, to file his
answer within 60 days.

Hayden Basin

of } Ducho

Calabas

Rough Dec 10

April 1878

Hayden Basin

Georgetown

Entered 16

The Commonwealth of Virginia
To the Sheriff of Isle of Wight County,
Greeting:

You are hereby com-
manded to summon E. R. Bell, James St.
Kinson, E. P. Davis, Robert Jones, Ed^{ward} ~~Thomas~~ Lee
Jr & Henry Jones personally to appear before
me, the undersigned, a Notary public for
the County aforesaid at his office in Smith
field on the 2^d Day of October next to testify
in behalf of J. S. Gale, and Cordelia M. G.
his wife in a certain suit in chancery
therein pending between Hayden Receiver
and Gale and wife, and others, Defendants,
and this you shall in obedience omit un-
der the penalty of \$100 - and have them
and their this writ. Witness R. S. Thomas,
a Notary public for the said County this
19th Day of September A. D. 1878 in the
year of the Commonwealth.

R. S. Thomas
N. Public.

New Jones
Hayden Riccio
V.

Gale & Wife & others

I do solemnly swear that
I served copies of this
notice on the parties
named & delivering
a copy thereof to each
given under my hand
this 2^d day of October
A. D. 1878.
J. S. Gale

Sworn to before me
this 2^d day of October
A. D. 1878.

R. S. Thomas
Notary Public

In the circuit Court of Cole & Wright County
the 21 day of April, 1879.

L.B. Hayden Receiver &
V^c - In Chancery
John S. Gale & Others

Plffs

Def's

This cause came on this day to be heard
on the complainants bill the answer of
Madison Guallens & O. C. his wife
(formally Deft) This day filed by
Consent of the Court, the answer of
L. B. Edwards administrator of Jno.
E. Adams. And Jno. S. Gale and
Cordelia M. C. his wife, & annulment of
marriage, and the exceptions to the deposition
of Jno. S. Gale & wife, with application to the
annulment of Gale & wife, and was argued by
Council, on consideration whereof,
the Court, sustaining the exceptions to
the deposition of Gale & wife, doth adjudge,
order, and decree that, the plaintiff's
Judgment, in this bill mentioned, is
a lien on the life interest of the said

John S. Sale in the land assign-
ed his wife Levadia M. S. for
her undivided moiety of the
lower tract, and "Buggans
Apost". And the Court doth
further decide, that the sale of
the lower land and "Buggans
Apost", mentioned in the answer
of J. S. Sale and wife, is invalid
and is hereby declared to be
null and void, and is hereby
set aside. And the Court doth
further advise, order, and
decree that Jas. W. Stallings, Henry
Jones, Robt. T. Jones, A. H. White
and J. B. Ramsey; any three of
whom may act, are hereby
appointed Special Commis-
sioners to divide the lands in these
proceedings mentioned, assign
as lower to Leoline C. Dees, widow
of Wiley J. Dees into equal moieties,
and allot one of said moieties,

to Cordelia M. L. Galt wife of John
S. Galt, and the other of said ~~parties~~
to O. L. Gwaltney, wife of Madison
Gwaltney; but if said partition
cannot be conveniently
made, the said legons.
may accept the entire subject to
any person who will accept &
pay therefor the other party, such
sum of money as their interest
may entitle them to; or if the
interest of the parties would be
promoted by a sale of the entire
subject, or accept-ment of part
& sale of the residue, they shall
execute such partition & accept
the same to Court with a statement
of such amt. as should be paid,
and how paid; or if they
should be of opinion that a sale
of the entire subject would
promote the interest of the
parties with the reasons thereon

which their opinion is
based.

An Extract
Test.

W. A. Edwards D.C. for
M. P. Younger

Henry Reed: re.

an Extract from
of Deere

Deere et al. et al.

Apr. 21. 1879

1 To the Honorable George Blow Judge of
2 the Circuit Court of Isle of Wight County;

3 The undersigned three of the
4 Commissioners for Partition under the
5 annexed decree of said Court of April
6 Term 1879, in the suit of Hayden Receiver
7 vs Gale & wife & als, respectfully report to the
8 Court that pursuant to said decree, they
9 attempted to divide the land therein
10 mentioned into two parts of equal value;
11 but they could not conveniently and with-
12 out injury to the parties make such
13 partition, for the following reasons;
14 because the buildings thereon are near-
15 ly of as much value as the land itself;
16 that if divided the portions assigned
17 the parties after such division would
18 not sell for an amount approxima-
19 ting its value before division.

20 That your Commissioners have allotted
21 the entire subject to Cordelia M. C. Gale
22 wife of John S. Gale who with the con-
23 sent of her said husband is willing
24 to accept the same as of the value of
25 \$950.00: $\frac{1}{3}$ to be paid on the 1st day of Jan
26 1880 and the balance in two equal in-
27 stalments of one and two years with
28 interest from 1st of January 1880: $\frac{1}{2}$ of
29 said respective amounts to be paid to
30 O. C. Gwaltney (formerly Deek) wife of
31 Madison Gwaltney on the several dates

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aforsaid, which we are of opinion will
be a full compensation of her $\frac{1}{2}$ inter-
est in said land, as we are of opinion
that \$500.00 is the full value of the whole
undivided tract.

All of which is respectfully submitted
Sep 13th 1879

James W. Stearns
A. H. White
John A. Conway

Report
of
Commissioners for
Partition
James W. Stearns
A. H. White
John A. Conway

Filed Oct. 6th 1879

Hayden Rec.

vs

Gale & wife vs

I O C Swaltney wife of Madison Swaltney do hereby direct and authorize C. B. Hayden Commissioner in the suit of C. B. Hayden Receiver vs Gale & wife et. als, under the decree of said suit of October Term 1880, to pay unto the said Madison Swaltney whatever may be due me under the said decree on the two bonds therein mentioned for \$158.33/ One Hundred and Fifty Eight Dollars and Thirty Three Cents, each, payable to me respectively one and two years from the 1st day of January 1881, with interest from that date and the receipt of the said Madison Swaltney shall be a full and lawful discharge of the same as witness my hand and seal this 4th day of January AD 1881.

O C Swaltney 

I J. H. Swaltney, a Notary Public for the County of Surry do certify that O C Swaltney the wife of Madison Swaltney personally appeared before me in my said county and in my presence executed the above writing, bearing date the 4th day of January AD 1881, and being by me examined privily and apart from her said

husband, and having the writing
aforesaid fully explained to her, she,
the said O.C. Swatney, acknowledged
the said writing to be her act, and
declared that she had willingly
executed the same, and does not
wish to retract it.

Given under my hand this 22nd day
of January A.D. 1881.

L. C. Swatney Notary Public



Jan'y 31st 1888. Received of C B Hayden
Commissioner & Receiver in the within named
and One Hundred & Sixty Seven Dollars &
Eighty Three Cents out of 1st Bond of Caroline
McCabe & Co.

Madison Ewatt

In the Circuit Court of the
freight County - Dec. 22nd 1880.

L. B. Hayden Receiver &c. Plffs

^v vs Defts
J. S. Scale et als.

" This cause this day came on to be again
heard, on the papers formerly read; on
the receipt of Madison Smallney for
\$158.33, cash payment on Q. C. Smallney's $\frac{1}{2}$
of Lower land paid the said Madison
Smallney, by Cordelia M. C. Gale, on the
written consent of the said Q. C. Smallney
on her jury examination, separate & apart
from her husband, signed & acknowledged
before & certified by a Notary Public & filed
in this cause on the 1st day of December
1879; on the two bonds of Cordelia M. C. Gale,
John R. Ramsey & John S. Gale for \$158.33,
each, payable respectively one & two years
from the 1st day of January, 1880, with
interest from that date to Q. C. Smallney,
wife of Madison Smallney filed in this
suit on the 29th day of December, 1879,
& the receipt of L. B. Hayden, attorney for
Thomas & Adams Trustees, for Hayden
Receiver in Gibbs vs Southall & for W. A.

Warrant for \$475.00, paid on the 27th day
of December, 1879, by Cordelia M. C. Gale, wife
of John S. Gale in full satisfaction of the
several judgments of said creditors in
the proceedings of this suit mentioned &
was argued by counsel, in consideration
whereof the court doth adjudge, order & decree
that the Clerk of this court deliver to
C. B. Hayden on his filing his receipt
therefor the two bonds aforesaid of Cordelia
M. C. Gale & also, which bonds the said
C. B. Hayden who is now appointed
special commissioner for that purpose
is hereby authorized to collect on or before
maturity, should payment be tendered, & the
proceeds thereof, after paying thereout $\frac{1}{2}$ the
unpaid cost of this suit, pay to such persons
as the said C. C. Smalley may direct, on her
privy examination, separate and apart from
her said husband, before a Notary Public,
or Justice of the Peace, certified by him and
filed in this suit. The court doth further
adjudge, order and decree in pursuance of
the decree herein of October term 1879, in execu-
-tion of the agreement of parties therein con-
-tained, that as the payment aforesaid to
the said judgment creditors was made

before the 1st day of January, 1880; that
the said payment shall be in full discharge
of the several judgments & of all, or any
liens created thereby on the lands of said
Cordelia W. C. Gale, and the court doth
further adjudge, order and decree that on
the payment in full of the said bonds
of Cordelia W. C. Gale & als, that C. B. Hayden
who is hereby appointed special commissioner
for that purpose shall execute & deliver to
Cordelia W. C. Gale, wife of J. S. Gale a good
and sufficient deed in fee simple with
special warranty for her sole & separate use
free from all debts & liabilities of the said
J. S. Gale, all the tract of land in these
proceedings mentioned assigned as dower to
Caroline E. Delk, widow of Wiley J. Delk
decd, assigned to said Cordelia W. C. Gale
by the commissioners for Partition herein
at a valuation of \$750.00, the said Cordelia
W. C. Gale & C. B. Hayden being jointly & equally
entitled thereto & that the said Cordelia
W. C. Gale pay $\frac{1}{2}$ the unsaid costs of this
suit. But the effects of this decree shall
be suspended as to the collection of said Bonds
until the said C. B. Hayden shall execute &
deliver in the clerk's office of this court a
bond with sufficient security in a penalty

of \$300.00 conditioned by the faithful
performance of this or any future decree
herein, with name of the homestead &
payable to the commonwealth of Virginia

Acopy
Taste

W. A. Edwards & Co.

Costs unpaid, To wit:

Clerk's fees \$8.00

Hayden Bros. & Co.

2nd Copy

3rd Copy

W. A. Edwards & Co.

For Mr. Harper

For Mr. Edwards

To the Honorable George T. Blow Judge
of the Circuit Court of Isle of Wight County

The undersigned C. T. B. Hayden Receiver under the annexed
decree of said Court of Oct Term
1880 in the suit of Hayden Re-
ceivers vs Gale & wife & als respectfully
reports to the Court, that pursu-
ant to said decree he received
from the clerk of said Court the
bond of Cordelia M. C. Gale & als
for \$58.33 with interest from Jan
1st 1880 and on the 1st day of Jan 1881
the same was paid in full by
John F. Ramsey her Trustee, a
mounting with interest on that
date \$167.83 One Hundred and
Sixty Seven Seven Dollars and
Eighty Three Cents which amount
he paid on the 31st day of Jan 1881
to Madison Swatney the husband
of O. C. Swatney (formerly O. C. Deek)
she having on her proxy examina-
tion before a Notary Public certified
by him & herewith filed, directed that
the same should be paid to him.
The receipt of said Madison Swatney
for said payment is herewith filed
attached to said Notaries Certificate
of Consent.
No deduction was made for costs
as they were small and the set-

1 settlement of the same between the
 2 parties would be more easily
 3 made under the final settlement
 4 on the payment of the last bond
 5 All of which is respectfully submitted
 6 Jan 31st 1881. C B Hayden Com

Hayden Rec
 5
 Leale and wife

1st Report of
 C B Hayden Rec
 under
 Decree of Oct Term 1880
 1st Feb 2nd 1881.

Hayden Rec vs Gale & ux rals
 Statement of Judgments vs J. S. Gale and compro-
 mise of same

Farmers & Merchants Savings Bank for	302 00	
Interest from Dec 25 th 1872	126 94	
Costs	7 40	436 34
Wm A Womble for	305 00	
Interest from Dec 10 th 1870	165 53	
Costs	599	476 54
Hayden Rec bal of Judgment	325 53	
Int on \$325.18 from Dec 15 1873	116 26	441 79
		<u>\$1,354 67</u>
Amount paid in compromise of above Judgments		475 00
Wm. Savings Bank prorata	153 00	
Wm A Womble do	167 12	
C. B. Hayden Rec do	154 88	
	<u>\$475 00</u>	<u>\$475 00</u>

December 2nd 1879 Received of Cordelia M C Gale
 Four Hundred and Seventy Five Dollars in
 compromise and full satisfaction of the above
 judgments of Farmers & Merchants Savings Bank, Wm
 A Womble and Hayden Rec vs J. S. Gale

C B Hayden Atty for
 Judgment Creditors

Hayden Rec.

vs

Ball et al

Attorneys Receipt
for Payment in
compromise of
Judgments

December 22nd 1879 - Received of Cadogan M
C Gale wife of Geo S Gale, Four Hundred &
Seventy Five Dollars, in full satisfaction &
discharge of the several judgments of
the Merchants & Savings Bank (see Thomas
Adams Trusts) of C B Hayden Receiver
& of W A Womble as said Geo S Gale,
named in the Decree of Hayden Receiver
re Gale wife &c. as per decree in said
Court of Oct Term 1879 -

C B Hayden Atty
for Thomas Adams Trusts
for Hayden Receiver in
Libs re Southall &
W A Womble -

C. B. Hayden att. p.
 To *Receipt for*
payment of
Geo. S. Gale
 C. M. C. Gale

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PRACTICING IN
Isle of Wight, Nansemond,
Surry and Southampton Counties;
United States
Circuit and District Courts for the
District of Virginia.

C. B. HAYDEN,

Attorney at Law,

Smithfield, Isle of Wight County, Va.

December 27th 1879

Received of Mr F Ramsey, Trustee for Cordelia
McC Gale wife of Mr S Gale, One Hundred
Fifty Eight Dollars, Thirty Three and one third
Cents (\$158.33 $\frac{1}{3}$) being Cash Payments on the
money of the same tract under the decree
of Oct Term 1879, in the suit of Hayden
Receiver vs Gale wife et al -

C B Hayden Atty
for Madison Smalley
Super

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 470-00
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 630-30

5525

Sept 13th 1877

We the Commissioners have assigned
Mrs Caroline E. Butler Dowd to Mr Jno. S. Gale's
wife Cordelia M. C. Gale at her bid of nine
hundred & fifty dollars Terms one third
is to be paid cash on 1st day of Jan'y 1880
& the balance in two equal instalments
of one & two years with Int from 1st of
Jan'y 1880

Signed

James W. Stearns
Asst. Clerk
John W. Hemeny

Whereas by the decree of the Circuit Court of the County of Erie of Wight of October Term 1879 in the suit of Hayden Receivers vs Gale & wife et als, it was decreed that the Cash payment due on Jan'y 1st 1880 by Cordelia M C Gale wife of John S Gale to O C Gwaltney wife of Madison Gwaltney in part payment of the amount due her for her share of the land allotted said Cordelia M C by the Commissioners in said suit whose report was confirmed at said term, should be paid to such person as the said O C Gwaltney on her private examination before a Notary Public separate & apart from her said husband might direct; Now I the said O C Gwaltney on such private examination, do hereby direct that the payment due me under said decree shall be made to my said husband Madison Gwaltney, whose receipt therefor shall be a lawful acquittance & full discharge of the same unto the said Cordelia M C Gale - In testimony whereof I the said O C Gwaltney have hereunto set my hand & seal this 28th day of November 1879

O C Gwaltney

Sole of Wight County, to wit -

J. C. B. Hayden a Notary
Public for the County, aforesaid in the
State of Virginia, do hereby certify that -
O C Gwaltney wife of Madison Gwalt -
ney personally appeared before me in
my said County, being of me
examined, separately & apart from
her said husband, & having the
writing aforesaid fully explained
to her, she in my presence & separately
& apart from her husband signed
the said writing herunto annexed
bearing date on the 28th day of November
1879 & acknowledged the same to
be her act & that she had willingly
executed the same & does not wish
to retract it - Given under my
hand this 28th day of November 1879 -

C B Hayden
Notary Public

Hayden Received
C. C. Small
at ok

C. C. Small
Certificate of
Conveyance to
Payment to Husband

Dec. 1. 1879. Filed

Dec 1879 Received of Adeline M C Gale
under the within Conveyance One Hundred
Eighty Eight Dollars & Thirty Three
Cents Cash Payment on C C Small
1/2 of Borne Land
Madison Gray

In pursuance of the compromise
entered into between OC Gwathney
Madison Gwathney her husband.
J S Gale & Cordelia m k wife, & the
judgment creditors of the said
J S Gale & the authority of A V B
Mayden atty atty for Gwathney
& wife & said creditors, The bond
of Edwin R Bell & Dennis Mc
Burlow for \$2500 dated June
2^d 1879 & payable on the 25th of
Decr 1888 to L R Edwards Sheriff.
was withdrawn by me from
the papers in the suit of May-
den Recr v Gale & as ^{collected} & applied
in payment of the costs of
suit.

R W Boykin

Whereas the decree of the Circuit Court of the District of Columbia in the case of John Bell vs. John Bell in the year 1879 in the case of John Bell vs. John Bell and as said decree directed the Sheriff of this county to sell out public at the C. H. Bell of this county the tract of land in said decree mentioned, and the undersigned being authorized the said Sheriff to sell out said piece of land for the year 1879 to E. R. Bell - the present tenant for \$25.00 (Twenty Five Dollars) and said E. R. Bell - Bond with sufficient security for said rent - John Bell the same to Court with his report - The undersigned being of opinion that such selling will be for the mutual interest of all parties -

C. B. Ogden
Att. Gen. P. H. H.
W. H. H. Madison
G. H. H. & C.

R. B. B. B. B.
att. for J. H. H. & C.
Cordelia H. H. H.
R. S. Thomas, atty for
Trustees of the University of the District of Columbia
the Confession of the President
1/2 St. M. S. Bank V. H. H.

Hayden River

21

Paleontologist

See back
to
Shuff is back -
Land private

In the Circuit Court of Islip.
Wiggin County - Apr. 21st 1899.

vs. B. Hayden Recor &c. Compts

agst. & in Chy

John S. Gale et ux et als. Defts

This cause came on this day
day to be again heard &c,
and the Court doth further
adjudge, order and decree
that the Shff. of this County
on some Court day, after
having given at least twenty
days notice, by advertisement
on the levent. House door of this
County, on some Court day
previous ^{to the} day of renting at
the levent. door of this County -
rent out for the balance
of the present year, the land
in these proceedings menti-
oned as assigned Cordelia
m. b. wife of Jno. S. Gale, tak-
ing from the lessee bond with
sufficient security - with
waiver of home-stead, paya-
ble to him - self as Sheriff
on the first day of January
1880, and return said bond

with a report of his proceedings
under this decree to Court.
An Extract,
Test.
W. A. Edwards D.D.

Handwritten Decree
— copy of
of Decree for

brief

Galathea

"

Apr. Ch. 1879.

Handwritten Decree
of Decree for

For the 20th

To the Hon. Leavelle Judge of the
Circuit Court of Ark. & Wight County.

The undersigned Sheriff of
said County, who of the decree of said
Court of April Term 1879 in the suit
of Hayden Receiver vs Gale & Co was
directed to rent out for the year 1879
the land in the proceedings of said
suit mentioned assigned for Julia M
C Gale wife of M S Gale publicly at
Ark. & Wight C. & on some court day,
respectfully reports to the Court, that
pursuant to said decree he at May
Court 1879, advertised the said land
to be rented at said C. & H. on some Court
day, but the land having been previously
rented in pursuance of the tenor
for that year it was of the million
consent of the Counsel of the parties
in interest herewith filed a deed that
said land should be privately rented
to E R Bell the said tenant of said
land for the balance of the year for the
sum of \$25.00: That he accordingly
did so returns herewith the bond
of said E R Bell, with Jerrins & Barker
his surety for that sum payable the 25th
day of December next all of which is respectfully
submitted - Signed - V B Edwards
5118

Hayden River

Lake St. Mary
Sept 18

L B Edmunds
Treas of Renting

Filed, Sept. 18th 1899

Sept. 18 1899

Weyand, Deems &
J. P. Inchoy
Gale wife et al

The undersigned
James W Stallings, Henry Jones
R V Jones, A H White and John
H Ramsey, commissioners of
partition under the annexed
order of the court of April
Term 1877, report to Court
that in pursuance of the
annexed order, that they
entered upon the lands in
the proceedings of said suit
mentioned, which was
assigned over to Corbin
& White et al, and viewed the
same, and are of opinion
that partition of the said land can not
conveniently be made, but that
the parties entitled thereto,
and that a sale of the same
would, promote the interest
of all parties, the cause a divi-
sion would injuriously affect
the value of said land, the
buildings thereon being being

merely of as much value as the
land itself. Thus if divided
the portions assigned to the
parties, after such division
would not sell for an amount
approximating its value
before division; and though
the parties entitled thereto
are the owners of land ~~and~~
joining the lower land, yet
the same can not be equally
divided between them, nor has
any party expressed a desire
to accept the entire subject and
pay to the other party such sum
of money as their interest would
entitle them to,

June 2 1899.

Alfred
Chambers & Son