

1889-008

Chancery Causes

Isle of Wight County

Dixon W. Kitchen + Walter E. Kitchen, by + c VS Farmers'
Bank of Nansmond + John R. Copeland, trustee
John R. Kitchen + Ella M. Kitchen VS John R. Copeland, trustee
and Farmers' Bank of Nansmond.

Folder 1

Other surnames: Holland,
Wright, Nelms, King, Abbitt

D. W. Kitchen &
W. E. Kitchen per
Mary E. Kitchen, and H.
vs } In Chancery.

Jno. R. Capel and Trustee
& al

Bill.

Feb. 25th 1887. Bill with
order of injunction filed,
bond executed, & return
with injunction issued.
March rules. Return expd. &
decreed nisi.

April Rules, set for hearing
on the bill. Motion,

May 6. 1887 in vacation
de. App'tg. recess.

Sept. 3rd 1887. in vacation
de. dissolving injⁿ as to W. E. Kitchen

Oct. term 1887 de. to be heard
in Norfolk 25 Nov. 1887.

Nov 27th 1887. de. for pett^{ts} &
perpetuating injunction &
suspension for 90 days &c.

Nansemond County to wit:

J. Scott Wright, a Notary
Public for said County do certify that - Mrs Mary E.
Kitchen, the mother and next friend of D. H. Kitchen
and M. E. Kitchen, whose Bill of Complaint is
within written, this day personally appeared before
me and made oath that the statements of said
Bill are true to the best of her knowledge and
belief -

Given under my hand this 22^d day of February
1889 -

Scott Wright, N.P.

In the Circuit Court of Isle of Wight County

In vacation:

The injunction as prayed for in the above
Bill of Complaint is awarded, and the said "The Farmers' Bank
of Nansemond", Geo R. Copeland Trustee, their agents, attor-
neys and all other parties are enjoined and restrained from
making any sale of the land in the Bill mentioned, under
the Deeds of Trust recited in said Bill, until the further
order of the Court - But this order shall not take ef-
fect until the complainants or some one for them
shall enter into a bond, before the Clerk of the Circuit
Court of Isle of Wight County, with security approved by
him, in a penalty of Five Hundred Dollars, conditioned
for the payment of all such costs and damages as may
be awarded the Defendants by reason of granting this in-
junction -

C. W. Hill

To Clerk of Circuit Court of
Isle of Wight County.

Judge -

present time, that any forced sale of the land
would be to the serious injury of all parties save
the said Bank; that sales made in the Fall of the
Year, when money is more plentiful, always real-
ize more; and in the present condition of business
Your Orators do not believe the said land would
command in open market one half its real value.
But as Your Orators are without remedy in the
premises save by the aid of a Court of Equity,
where alone such matters are cognizable & reliev-
able, to the End so, Your Orators pray that the
said "The Farmers Bank of Haverhill" & Geo R.
Copeland, Trustee, may be made parties defend-
ant to this Bill & required to answer the same
fully and particularly; that the rights of Your
Orators under the Will of their said Father may be
determined, and their interest in the said land as-
certained and set apart to them; that Your Honor
will grant to Your Orators an injunction, Enjoin-
ing and restraining the said "The Farmers Bank
of Haverhill", Geo R. Copeland Trustee, their
Agents, Attorneys and all other parties from making
sale of the said Real Estate, under the Deeds of Trust
above recited, until the matters herein complained
of can be further inquired into by the Court, and
the rights of all parties determined; and that Your
Orators may have such other, further and general
relief as their Cause may require, or to Equity
may seem meet - And Your Orators will Ever pray.

~~D. M. Kitchen~~

Geo H. Wright, Attorney
for Complainants

accrued on the original debt of \$1500⁰⁰ - a copy of
said last named deed being herewith filed and
labeled "C", as part of this Bill.

The said Mary E. Kitchen has been paying interest
regularly to said Bank, until recently, and had sent
to said Bank funds, to pay the interest on said
note, which were refused, and she was informed
that the property would have to be sold; and the Trustee
named in both of said Deeds, (Geo R. Copeland)
who is the President of the said "Farmers Bank of
Hansewoud", has advertised the said land to be
sold, under the said Deeds of Trust, at Windsor
N., on Saturday the 26th day of February 1887.
Now your Orators are advised and believe that
under the said Will of their Father, the said Mary
E. Kitchen acquired only a life Estate in the said
land, and that she could not execute a valid
Deed of Trust, thereon except for such interest;
that under the said Will, if funds were necessary
for the payment of debts, legacies or the maintenance
of the children, the Will directed sufficient
Real Estate to be sold for such purpose;
but, as your Orators are advised, all the debts
of said Decedent were paid out of his personal
Estate which has been fully administered, the
legacies due the said Geo R. and Ella M. Kitchen
have also been paid, and it has not been necessary
to borrow any money to provide for maintenance
of any of said children.

Your Orators also allege that, even if the said ^{of Trust} Deed
made by Mary E. Kitchen, be valid, such is the
financial oppression in all that section at the

To Hon. Chas. Hise Judge of the Circuit Court of
Isle of Wight
~~Hamrood~~ County =

Complaining show unto

Your Honor, John Orators, D. W. Kitchen and Walter
E. Kitchen, infants under the age of twenty one years,
who live by Mary E. Kitchen, their mother & next &
friend, That D. W. Kitchen Deed, late of the County
of Isle of Wight the father of John Orators, departed
this life some time during the year 1880, leaving con-
siderable Real and personal Estate, and a last Will
and Testament, a copy of which said Will is herewith
filed, marked "A", and which Your Orators pray may
be read as part of this Bill. That some time after the
death of said D. W. Kitchen, the said Mary E. Kitchen,
his widow, borrowed from "The Farmers Bank of Hamse-
mond" of Suffolk Va, the sum of \$1500⁰⁰, and to secure
the same Executed a Deed of Trust on a farm, which
belonged to the Estate of said D. W. Kitchen Deed, and
embraced nearly the whole of the Real Estate mentioned
in his said Will; that the sum of money so borrowed
by Mrs M. E. Kitchen, was obtained for the purpose of
opening and conducting a mercantile business in the
Village of Windsor, Isle of Wight County Va, and to pur-
chase other Real Estate in that vicinity; That a copy
of said Deed of Trust is herewith filed marked "B", which
Your Orators pray may be read as part of this Bill.
That some time after the Execution of said Deed, her
R. Kitchen and Ella M. Kitchen, a brother & sister of
John Orators, united in Executing a Deed on the same
land, to secure the same debt contracted by their
mother, the additional debt of \$92³⁷/₁₀₀ mentioned in
said last named Deed, being merely the interest

TRUSTEE'S SALE OF A VALUABLE FARM!

By virtue of several deeds of trust made by Mrs. M. E. Kitchen and John R. Kitchen and Ella M. Kitchen, and recorded in the Clerk's office of Isle of Wight county, I shall proceed to sell at public auction, at Windsor, in said county, on

SATURDAY, FEBRUARY 26, 1887,

the farm and plantation on which the late D. W. Kitchen resided, and which is now owned by Mrs. M. E. Kitchen, to satisfy a debt due to the Farmers Bank of Nansemond. The tract contains three hundred and forty-five acres, but the land will be sold in gross and not by the acre.

This farm is within about two miles of the village of Windsor, in the county of Isle of Wight, has good and commodious dwelling and all necessary outhouses, and is regarded as one of the best plantations in that neighborhood. Any person wishing to purchase is requested to examine the premises.

TERMS.—Six or seven hundred dollars will be required in cash, the balance in two equal payments, with reasonable credits, the bonds bearing interest from day of sale until paid. and a deed of trust on the property to secure the deferred payments.

It is seldom an opportunity is offered to buy such valuable property.

JOHN R. COPELAND,

fc4-3t

Trustee.

Ketchikan per fide

no. 3 In chg,

Tanner Bank House and

Copy Bill 12

believe herein under my hand this 25th day
of February 1887.

J. D. Wright M.P.

In the Circuit Court of Bedford County:
In vacation:

The injunction is prayed
for in the above Bill of Complaint is awarded,
and the said, "The Farmers Bank of
Massachusetts" and its Trustees,
their agents, attorneys and all other parties
are enjoined and restrained from making
any sale of the land in the Bill mentioned
under the Deeds of Trust, recited in said
Bill, until the further Order of the Court.
But this order shall not take effect until
the complainants or some one for them
shall enter into a bond, before the Clerk
of the Circuit Court of Bedford County
with security approved by him, in a
sum of Five Hundred dollars, condi-
tioned for the payment of all such costs
and damages as may be awarded the
defendants by reason of granting this In-
junction.

To the Clerk of Circuit
of Bedford County

W. D. Hill

Judge.

Copies. Test. J. D. Young, att.

orators under the Will of their said father
may be determined, and their interest in
the said land ascertained and set apart
to them; that your Honor will grant to your
Orators all Dispositions, Enjoining and restrain-
ing the said "The Farmers Bank of Nause-
mond", Jno. R. Caspeland Trustee, their agents,
attorneys and all other parties from making
sale of the said Real Estate, under the Deed
of Trust above named, until the matter
herein complained of can be further re-
garded into by the Court, and the rights
of all parties determined, and that your
Orators may have such other further and
general relief as their cause may require,
or to Equity may seem meet. And your
Orators will ever pray &c.

Jno. H. Wright Attorney
for Complainants.

Nausemond County, Tenn.:

I, Jno. H. Wright, a Notary Public for said
County, do certify that Mrs. Mary E. Kitch-
en, the mother and next friend of D. W.
Kitchen and W. C. Kitchen, whose Bill
of Complaint is within written, this day
personally appeared before me and made
oath that the statements of said Bill are
true, to the best of her knowledge and

of the children, the well directed effort
and estate to be sold for such purpose; but,
as your orators are advised, all the debts of
said decedent were paid out of his personal
estate, which has been fully administered,
and the legacies due said Mrs. R. and Ella M.
Kitchen, have also been paid, and it has
not been necessary to borrow any money to
provide for maintenance of any of said children.
Your Orators also allege that, even if the said
Deed of Trust made by Mary E. Kitchen, be valid,
such is the financial depression in all that
section at the present time, that any forced
sale of the land would be to the serious injury
of all parties save the said Bond; that sales
made in the Fall of the year, when money is
more plentiful, always realize more; and in
the present condition of business your ora-
tors do not believe the said land would com-
mand in open market one half its real value.
But as your Orators are without remedy in
the premises save by the aid of a Court of
Equity, where alone such matters are equi-
table and relievable, to the End &c. Your orators
pray that the said "The Farmers Bond of
Hillsborough" and Jno. R. Capeland Trustee,
may be made parties defendant to this
Bill and required to answer the same fully
and particularly; that the rights of your

execution of said deed Mrs. R. Kitchin and
Ella M. Kitchin, a brother and sister of your
orator, united in executing a deed on the same
land to secure the same debt contracted by their
another, the additional debt of \$92.³²/₁₀₀ men-
tioned in said last named deed, being merely
the interest accrued on the original debt of
\$500.⁰⁰, a copy of said last mentioned deed
being herewith filed and marked "C" as a part
of this Bill. The said Mary E. Kitchin has
been paying interest regularly to said Bank
until recently, and had sent to said Bank
funds to pay the interest on said note, which
were refused, and she was informed that the
property would have to be sold; and the trustee
named in both of said deeds (Jas. R. Cabeland)
who is the President of the said "Farmers Bank
of Taunton," has advertised the said land
to be sold under the said deed of trust, at
Windsor Vt. on Saturday the 26th day of February
1886. Now your orator is advised and believes
that under the said will of their father, the
said Mary E. Kitchin acquired only a life
estate in the said land, and that she could
not execute a valid deed of trust thereon,
except for such interest. That under the
said will, if funds were necessary for the
payment of debts, legacies or the maintenance

To the Hon. C. C. Hise Judge of the circuit court
of Isle of Wight County.

Complaining, sheweth unto your Honor your
orator D. W. Ritchey and Walter E. Ritchey, infants
under the age of twenty one years, whose mother is Mary
E. Ritchey their mother and next friend, that
D. W. Ritchey died: Late of the County of Isle
of Wight, the father of your orator, departed
this life some time during the year 1888, leaving
considerable real and personal estate, and a
last will and testament, a copy of which will
is herewith filed marked "A." and which your
orator prays may be read as a part of this bill.
That some time after the death of said D. W.
Ritchey, the said Mary E. Ritchey his widow,
borrowed from the Farmers Bank of Portsmouth
of Suffolk Va the sum of \$1000.⁰⁰ and to secure
the same executed a deed of trust on a farm
which belonged to the estate of said D. W. Ritchey
decd. and embraced nearly the whole of the
real estate mentioned in his will: that
the sum of money so borrowed by Mrs. M. E. Ritchey
was obtained for the purpose of opening and con-
ducting a mercantile business in the village
of Windsor Isle of Wight County Va and to pur-
chase other real estate in that vicinity. A copy
of said deed of trust is herewith filed, marked
"B." which your orator prays may be read as a
part of this Bill. That sometime after the

Hickman J. R. vs. (32)
" } In chf.
Copeland Trusts vs.

Copeland vs. Bell.

Filed 30th Sept 1887
1887 & infra. etc.

" Oct. Rules 1887
Sum. Exch. & de. nisi
in depts.

" Oct. Term 1887
Motion for new bond
restained & bond ordered.
new bond filed by leave of Ct.
& motion to dissolve granted.

" Nov. Vols. 1887.
Arrest of Deft. the Bank
of N. York & J. R. vs.
Copeland Trusts filed & granted
arrest. And deors. of said
deft. also filed & leave
set for hearing.

" Nov 27th 1887. Injunction
dismissed, de D. Bell and
injunction for 90 days &c.

Complainants or some one for them Execute a bond before the Clerk of the Circuit Court of Isle of Wight County, in a penalty of \$600—with security deemed sufficient by him and conditioned according to law for the payment of all such costs and damages as may be awarded against, if this injunction shall hereafter be dissolved.

C. W. Steele

To the Clerk of the Circuit Court— Judge—
Isle of Wight Co Va.

Hammond County to wit:

J. Knox Wright

a Notary Public for the said County in the State of Virginia do certify that Ella M. Kitchen, one of the Complainants in the foregoing Bill, personally appeared before me in my said County and made oath that the Statements contained in the said Bill are true, to the best of her knowledge and belief.

Given under my hand this 27th day of September 1887.

J. Knox Wright N. P.

The Injunction as prayed for in the Complainants' Bill is hereby awarded, and J. R. Copeland, Trustee, the Farmers Bank of Hammond, their agents, attorneys and all other parties are hereby enjoined and restrained from making any sale of the interest of the Complainants under the deed made by them, a copy of which is filed marked "C", until the further order of this Court herein. But this Order shall not take effect until the

Or if the said land be sold under the Deed executed by your
Complainants, that it may be subject to the unpaid legacies
provided for in the Will of S. M. Kitchen Deed!

are without remedy in the premises, save in
a Court of Equity, where such matters are
properly cognizable and relievable, they
pray that said Geo. R. Copel and Trustee,
and "The Farmers' Bank of Haverhill"
may be made parties Defendant to this
Bill and required to answer the said, an-
swer under Oath being waived; that the
said Deed or paper, ^{a copy of which is filed} marked "C", may be
declared null and void, and they may be
restored to their rights in the Estate of their
deceased Father; that an Injunction may
be granted your Complainants, directed
to the said Geo. R. Copel and Trustee, and "The
Farmers' Bank of Haverhill", Enjoining
and restraining them, their Agents, At-
torneys and all other parties from making
any sale of your Complainants' inter-
est in the said land, by reason of the
Deed, marked "C", until the further or-
der of this Court; and that your Com-
plainants may have such other and gen-
eral relief in the premises as the nature
of their Cause may require, or to Equity
may seem proper; and your Complain-
ants will ever pray so.

Geo. R. Kitchen
Ella M. Kitchen
By Counsel.

They deny that any consideration was ever passed for said Deed or paper marked "C".

They supposed they were signing a paper as security for their mother for the payment of the interest then in arrears upon her debt to said Bank, ^{and nothing more.} They deny that the principal

of said debt was used by their mother as set out in said Deed marked "C", and they did not so understand it at the time of its Execution. Your complainants being at that time comparatively young and certainly inexperienced in matters of law or in the proper construction of Wills, were not fully advised of their rights under the Will of their Father, but they did then think their mother had only a life Estate in said land, and it never was the intention of your complainants, nor did they suppose for a moment that in Executing said Deed they were parting with their fee simple interest in said Real Estate.

But the said Geo. R. Copeland and Trustee has advertised to sell not only the life Estate of your complainants' mother, Mary E. Kitchen under the Deed marked "B", but has also advertised to sell the fee simple interest of your complainants, under the Deed or paper marked "C". And as your complainants

from time to time. In the Execution of their willingness to aid their mother, the money was sent to pay the interest, but instead of carrying out the agreement as understood by Your Complainants, said money was returned with a message that the land would be sold by the Bank to pay the Debt. Your Complainants never supposed that in signing the paper presented to them by the Attorney for the Bank, on the 20th day of November 1885 (a copy of which is herewith filed as part of this Bill marked "C") they were conveying their fee simple interest in their Father's Real Estate, and binding themselves to do what they were legally incapable of doing. They do not recollect that said paper was read to them, but to the best of their recollection and belief, they acted solely upon the representations made at the time by the Attorney for said James' Bank of New-Mould, and that the representations so made were misleading and deceptive; and Your Complainants charge that their signatures to said paper marked "C" were procured by such misrepresentation of their rights in the premises as to make its Execution fraudulent & void.

Testator, D. W. Kitchen, in authorizing the Sale of any Real Estate, in his said Will, and that said Deed could not pass any greater Estate in said land than during the life or widowhood of the grantor. That after the Execution of said Deed by their mother, Your complainants were approached sometime during the Year 1885, by William S. Hallum, who claimed to be, and no doubt was, attorney for the James Bank of Hansensand, and by reason of certain representations then made to Your complainants, they were induced to sign a paper, the purport and effect of which they understood at the time was very different from what is now claimed. Your complainants were not then familiar with their rights in the Estate of their Deceased Father, and were advised that the Deed made by their mother was perfectly valid to convey the fee simple title to said land, and understood that they were asked merely to sign a paper securing the interest in answer to said James Bank. They were also assured by the Attorney for the Bank, that if the interest should be kept paid up on the debt contracted by their mother, the Bank would not undertake to sell under the Deed, but the note might be renewed

Will, the entire Estate of said Decedent was charged with the payment of a specific legacy of One Hundred and fifty Dollars to each of the Children of said Testator, as they should respectively arrive at the age of Twenty one Years, and your Complainants charge that such legacies, except that due your Complainant Mrs. R. Kitchen, still remain unpaid, and such unpaid legacies, they are advised and believe, should be made a charge upon the entire Estate of said Testator.

And your Complainants also show that by a Deed, dated the 7th day of September 1882, a copy of which is herewith filed as part of this Will & marked "B", their mother, Mary E. Kitchen, conveyed to Mrs. R. Copeland Trustee, a certain farm near Windsor in Isle of Wight County, in order to secure to the Farmers Bank of Haverhill, the payment of the sum of Fifteen Hundred Dollars, borrowed by her from the said Bank. Your complainants had nothing to do with the borrowing of said sum, and they believe that the same was used, not in the payment of debts, legacies or Expenses of Administration, but in the purchase of a stock of goods, and other property not contemplated by the

To Hon. C. W. Hill, Judge of the Circuit Court
of Isle of Wight County:

Complaining
show unto Your Honor, Your Orator Geo. R.
Kitchen and Oratrix Ellen M. Kitchen of
the said County of Isle of Wight, that some
time in the year 1881, Dixon M. Kitchen, the
father of the complainants, departed this life,
leaving a considerable Real and Personal
Estate, and a last Will and Testament, a
copy of which is herewith filed marked "A"
and prayed to be read as part of this Bill.
That Your complainants are advised and
believe that under the said Will, their mother
Mary E. Kitchen, took an Estate in the Real
and Personal property of the Decedent, for and
during her natural life or widowhood, only,
and that after her death the fee simple right-
~~est~~ would vest in Your complainants and
their two brothers Dixon & Edward, they being
the only children of said Decedent. That said
Mary E. Kitchen qualified as administratrix
of the Estate of Dixon M. Kitchen Decd, and
the Personal property left by him, has, as
Your complainants believe, been exhausted
in the payment of debts and Expenses of ad-
ministration, leaving only the Real Estate
now belonging to said Estate. That by said

Kitchum per fid. et. al.

vs { In chancery

John R. Lope land master et. al.

Defendants Answer

Lodged in the Clerk's
office, Isle of Wight Cir.
Court, March 18th 1887.
/ Teste, A. P. Young

Virginia, Nansemond County to wit :-

J. R. H. Rawles a Notary Public in the County and State aforesaid do hereby certify that

John R. Copeland the President of the Farmers Bank of Nansemond and John R. Copeland

Trustee in two separate deeds of Trust, one of date Sept 7th 1882 and the other of date Nov.

25th 1885, has this day personally appeared

before me in all capacities, in my County aforesaid and made oath that the state-

ments in the foregoing answer are true to best of his knowledge information and

belief. Given under my hand this 15th day of March 1887.

R. H. Rawles Notary Public

the plaintiffs, and this respondent advised that the said M. E. Kitchen even as the next friend of her infant children will not be permitted in this Honorable Court of Equity to take advantage of her own wrong and misrepresentation in reference to the loan of the sum of \$1500 in the bill mentioned, so in any point of view as to the construction of said will, your respondent prays that the injunction awarded may be dissolved and that said trustee be allowed to proceed with the sale of said property.

Notice is hereby given that the Court will be asked to allow counsel for defendant a reasonable fee for their services in this cause.

And now having fully answered the plaintiff's bill, and denying all fraud, combination or confederacy this respondent in his two several capacities prays to be hence dismissed with his costs in this behalf expended and he will ever pray &c.

John H. Cleveland
President of "The Farmers Bank of Mansfield"

John H. Cleveland
Trustee in deed of Sept. 7th 1882

John H. Cleveland
Trustee in deed of 25th Nov. 1885.

W. S. Holland }
R. H. Rawles } P. D.

of said will and testator the power to sell and convey was left to the judgment and discretion of his said wife M. E. Kitchen and that such a power and discretion is the power and discretion of each and every fee simple owner and is repugnant with any other views except that of a fee simple estate:

failing to adopt that construction this respondent is still advised, and it is admitted by the bill that the deed referred to as exhibit "B" is valid and conveys a fee simple ^{estate} if made in pursuance to the last clause of said will for the purposes of obtaining money to pay expenses and legacies as expressly stated in said will, and the facts as developed in this cause prove conclusively that said money was thus obtained and used, and in this view also this respondent is advised he is entitled to ^{have} the injunction granted in this cause dissolved and the land sold and the proceeds applied according to law, and your respondent is advised that said Mary E. Kitchen is estopped by her deed even as a witness from saying that the said sum of \$4 1500 was secured for any other purposes than those named in her husband's will and that this view of the truth of the matter is fully sustained by said Jas. R. and Ella M. Kitchen two adult children of said Susan W. Kitchen, whose interests were identical with those of

their money matters or for three or four years last
past, and that while this respondent denies
that said M.E. Kitchen only has a life estate
in said land in said deeds of trust named,
that fact if true as alleged would be a conclu-
sive reason for sale at present, so that the
bank might have the rents & profits of said
land or interest on the price thereof
during the life of said M.E. Kitchen and
should your Honor take this view of the case
he asks that the land be sold at once and
that the proceeds be paid to said bank as
provided by said last deed of trust and the remainder
be put on interest and that that interest be
applied to the payment of the debt due said
bank or that a receiver or commissioner be appoint-
ed to rent said land and directed to pay the
rents and profits to said bank, but your
respondent is of opinion that this view of the
case will not, for a moment, be entertained by
this Court; your respondent is advised that the
limitation of the estate after the wife's death to
certain children then living taken in connection ^{with} the
last clause of the will is void for uncertainty, that
the will as a whole gives the wife a fee simple
estate in the realty and an absolute estate in the
personally - that by the letter and plain intent

attention is correctly called to the will of said
Sixon W. Kitchen and to the two deeds of trust
filed with said bill which are too long to
spread out in full in this answer, but which
verify fully this last averment:

then it is that Ella M & Jas. R. Kitchen
made a deed of trust a copy of which
is filed with said bill marked "C" and
your respondent denies that interest has been
paid regularly on said note as alleged, but
he admits that he advertised the land for
sale at the time and place alleged, but denies
the intimation that said sale was about to be made
to the injury of all parties save the bank and he
avows that the Farmers Bank has been unusu-
ally indulgent to said M. E. Kitchen, for even
according to his own allegations, she has been
allowed to run and continue her note for five
years without one cent of interest and with
\$92³⁷ interest still unpaid.

As to the financial depression pre-
vailing in the vicinity of said real estate alleged
in said bill this respondent denies that there
is any unusual scarcity of money in that sec-
tion, and he says from his experience as presi-
dent of a prosperous bank doing a great
deal of country business, that the farmers and
country people are, as a rule, as easy in

time it is Dixon W. Kitchen departed this life in the year 1880 leaving a will a copy of which is filed with the bill as an exhibit, but this respondent denies that said Dixon W. Kitchen left considerable personal estate and avers that the personal estate as left was not sufficient to pay the debts of the estate, and true it is that said M. E. Kitchen borrowed \$500 from the Farmers Bank of Kansas and upon the representation that she need the money to meet expenses as provided in the last clause of her husband's will and that in her judgment said sum was needed and to secure which she decided to convey the lands or a large part thereof named and included in said will - true it is a deed of trust was executed a copy of which is filed marked "B", but your respondent totally denies that the land in said deed embraced belonged to the estate of Dixon W. Kitchen, and he refers your Honor to the terms statements and conditions of said deed, and he denies that the said sum of \$500 was borrowed for the purpose of entering the mercantile business at Winchona as alleged in said bill, and your respondent says that if said sum of \$500 was borrowed to go into the mercantile business as alleged, then in that event it was obtained under false pretenses and upon fraudulent misrepresentation, and here again your Honor is

Kitchen for fund &c.
vs. ³ In the Cir. Ct. of Isle of Wight County
For notebook & als

These defendants come by their
attorney and say the plaintiffs bill
is not sufficient in law.

The joint and separate answer of John
R. Copeland president of the Farmers Bank of
Nausemound and of said John R. Copeland
trustee in certain deeds of trust from M. E. Kitchen
and others for the benefit of the Farmers
Bank of Nausemound, defendant in both capaci-
ties to a bill of complaint exhibited against
him as such trustee and against said bank by
D. W. & Walter E. Kitchen infants through their
next friend and mother M. E. Kitchen
in the circuit court of Isle of Wight County, in
the state of Virginia:

This defendant as said trustee and as
president of said bank, now and at all times here-
after, saving and reserving to himself all benefit and
advantage of the exceptions which now or may be had,
or taken to the many errors, uncertainties and
insufficiencies in the said bill contained, for answer thereto,
or to so much thereof as he is advised it is material
for him to answer, ~~does~~ answers and says -:

Kitchen Jw R et al

Adt {

Thomas Bank of Kansas
and others

Defendants, answer

" Recd. in Clerk's office
13th - Octo. 1887,

" Filed in Court 20,
~~Octo. 1887~~

" Filed by order of
Court 22. Octo. 1887.
"

this paper, and they will ever pay &c.

Farmer's Bank of Annsmond
+ John R. Copeland Trustee &c.
by Counsel —

Virginia,

County of Annsmond, to wit:

J. R. W. Rawls, a Notary Public
in and for the County of Annsmond, in the
State of Virginia, do certify that John R.
Copeland, trustee &c. and president of the
Farmer's Bank of Annsmond came before me
in my said County and made oath in
due form of law that the statements con-
tained in the foregoing answer to which
his name has been signed by his attorney
so far as made of his own knowledge - are true,
and so far as made on information de-
rived from others he believes them to be
true. Given under my hand this 11th
day of October 1854

J. R. W. Rawls
Notary Public

said bill or complaint to the effect that no con-
sideration ever passed for said deed, on the
contrary they say that the consideration named
in the deed passed. The complainants say that
they understood they were signing as sureties
for their mother. These respondents say that they
are informed by H. E. Fitcher, the mother
of said plaintiffs that her son and daughter
did execute the said deed marked "C" and
that it was executed to secure the same debt
contracted by her to said H. E. Fitcher and
to secure the sum of \$92.35 in addition thereto,
and they say that the information in the
above statement of said H. E. Fitcher, who
lives in the same house with her daughter
at the time the deed marked "C" in the
bill was executed. And they say and
demand ~~that~~ allegations of law in said bill
contained no aver intimation of fraud
therein contained. And having fully
answered the bill or complaint, the re-
spondents now deny all unlawful con-
tribution, conspiracy and fraud and
they say that in motion granted on
petition that it be ^{dis}posed, that the bill may
be dismissed with cost and that notice may
be given to the complainants, that a reasonable
attorney fee will be allowed counsel ⁱⁿ conduct.

the plaintiffs here cannot complain.

In regard to the promise that "if the interest should be kept paid up on the debt contracted by their mother the Bank would not undertake to sell under the deed &c." Your respondents say that they know of their own knowledge that the interest was not kept paid up but that default was made in the payment of this interest and they say this alleged agreement was not kept and performed by the plaintiffs here nor by any other person or persons for them. And these respondents deny this allegation as set out in the bill; they say that after the deed of trust was executed and delivered and at the request of W. S. Holland the Bank agreed with Mr John R. Kitchen that if the interest was kept paid up promptly the note renewed according to the usage of the Bank, then in that event the Bank would not sell the land until after the expiration of one year from the date of said deed, which time expired long before the land was advertised.

There is no need to deny the allegation in

them, as they say to sign a deed for the same land. But your respondents say that this very assertion which the plaintiffs now allege was so deceptive and fraudulent was made by M. E. Kitchen their mother and sanctioned by John H. Wright who was acting either as counsel for her or for the Bank when the deed was drawn and presented to the Bank for the purpose of getting fifteen hundred dollars. When fifteen hundred dollars was wanted the same representation made by a deed in the handwriting of John H. Wright who was counsel for M. E. Kitchen or for the bank was made by said M. E. Kitchen and John H. Wright as counsel for some body to the bank and to the plaintiffs in this suit and to all the world for the deed was recorded and advertised according to law. These respondents say that M. E. Kitchen and John H. Wright represented to the complainants that she their mother had a perfect right to convey a fee simple title to said land and that this representation being made by their mother and her attorney

they conveyed all their interest in said farm and it is immaterial whether it is paid or not.

Your respondents are met with a charge that one William S. Holland procured the signatures to said deed of trust filed in the bill marked "C." and it is claimed in said bill that said deed of trust is void. This charge ~~is~~ ^{though} serious and grave, is not explained and these respondents are left utterly in ignorance as to how it was committed except that ^{it is charged that} said Holland represented to the plaintiffs that their mother had a perfect right to convey said land under her deed of trust. This allegation your respondents deny and are informed and believe it to be utterly false and untrue and they are informed that said plaintiffs are educated and intelligent people, one of them a school teacher at the time she signed the said deed and therefore incapable of being deceived by any statement to the effect that their mother had a perfect right to convey said land when the author of the assertion was then and there asking

Farmers Bank of Hansemond for money loaned her as set out in the bill and that Mr John H. Wright, now counsel for the plaintiffs in this cause drew the deed and recommended the loan—that said deed was written in the handwriting of the said John H. Wright and presented to said Bank for security to a note before one cent was advanced and these respondents say that relying upon the honesty of purpose which they accorded to Mr. E. Kitchen and to the judgment of said Wright as to the legality of the transaction, they loaned the money which they are informed was used as directed by the last will and testament of ^{said} W. H. Kitchen:

As to the specific legacy which is claimed by said Ella M. Kitchen under her father's will your respondents say they are informed that it has been paid and they say that in the suit of Kitchen per friend &c against these defendants Mr. E. Kitchen made oath that she had paid it but the last oath made by Ella M. Kitchen is, that it is not paid. Your respondents are advised that under the deed of trust executed by said complain-^{ants}

In the circuit court for Isle of Wight County:

The joint and separate answer of the Farmers Bank of Hansemond by Jno. R. Copeland, its president and of John R. Copeland trustee in the deed of trust filed with the bill of complaint from John R. and Ella M. Kitchen, dated on the 20th day of Sept. 1887 to a bill of complaint exhibited against it and him in the circuit court of Isle of Wight county by John R. Kitchen and Ella M. Kitchen:

These respondents reserving to themselves the benefit of all just exceptions to the many errors, inaccuracies, insufficiencies and blunders in the said bill of complaint contained and for answer ^{or to so much thereof as they are advised material} thereto, answer and say:

That Dixon W. Kitchen died leaving a will that he left four children, to wit: John, Ella, Eddie and Dixon W. Jr. that M. E. Kitchen, the widow and devisee of said D. W. Kitchen dec'd did execute a deed of trust on its face conveying a fee simple interest and estate in and to a certain farm in the county of Isle of Wight near Orindor to said Jno. R. Copeland, trustee, to secure a debt due the

Kitchen D. L. &

to E. pr. fd.

3 Sam. in
on 3 day with
3 injunction

Farmers Bank of
Hanscombed et al.

To March Rules 1887.

Jos. W. Wright Esq.,

Executed this 26th day of
February 1887, delivering a
copy of the within writ of
Cope and Trustee, and a
copy of the same to Mr.
Cope and Trustee of the
Farmers Bank of Hans-
combed.

J. L. Afford Esq.
of Hanscombed County.

The Grand Jurors of the order of the Judge according to
information in this writ, having been opened and filed
"The defendants the Farmers Bank of Hanscombed and
John W. Cope and Trustee, their agents and attorneys, and
all other persons are enjoined and restrained from
exercising any sale of the land in this writ and from
coming under the writ of writ issued in this writ,
until the further order of the court."

Test,

J. D. Young etc.

The Commonwealth of Virginia,

Nausemound
To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *The Farmers Bank of*

Nausemound, and John R. Copeland Trustee,

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the said Court, on the first Monday in *March* next, to answer *the Bill in*

Chancery of D. W. Kitchen and Walter E. Kitchen
infants under the age of twenty one years who are by
Mary E. Kitchen their mother and next friend.

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

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *25th* day of *February*
188*7*, in the *181st* year of the Commonwealth.

N. P. Young clk

The bond required by the Judge of the Circuit Court of Isle of Wight County, by his order of - having been executed, the said John W. Copeland Trustee, and the Farm on Bank of a Lancashire, their agents, attorneys and all other parties are hereby enjoined and restrained from making any sale of the interest of the complainants under the deed made by them, a copy of which is filed with the complaint Bill, marked "C", until the further order of this Court herein.

Post, J. D. Young & Co.

Executed This 30th day of September, 1887 by delivering a copy of this receipt to John R. Chelant, Trustee in person, and by delivering a copy of the same to John R. Chelant, President of the Farmers Bank of Hancock - which receipt was delivered to said John R. Chelant in the County of Hancock, where in he resides and is acting as such President, and where the principal office of the said Bank is located. To, Rawles Respectfully,
J. H. Chelant

To Rawles kept for
100 H. H. well, sketched

Ritchie Geo. W. &

Eda M.

to. M. L. S. Secus. To
amer. Pie
with inged.

Copied and J. R. C. C. C.

To Octo. Dec. 1887.

Ben of Pittsfield circ.

Geo. W. Wright

The Commonwealth of Virginia, *Nassau*

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

John R. Copeland
Trustee, and the Farmers Bank of Nassau

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for
the said Court, on the first Monday in *October* next, to answer *the Bill in*
Chancery of John R. Kitchen and Eliza
Kitchen

of a plea of *_____* for \$ *_____* Damages \$ *_____*

And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *30th* day of
September, 188*7*, in the *112th* year of the Commonwealth.

N. P. Young - clerk

affidavit of
Geo. H. Wright

8/22/89

officer connected with the Bank, that Mrs Kitchen could make a valid Deed, under the circumstances, to that land. I never expressed such an opinion to Mrs Kitchen, except that she could sell enough to pay debts or legacies. It has always been a matter of surprise to me that the Bank should have made this loan without having a certified copy of D.W. Kitchen's Will. And I say distinctly and unequivocally that I never advised the loan, never recommended it, and never gave the opinion to any officer of the Bank, or to any one connected therewith, that Mrs Kitchen, under her husband's Will, could make a valid Deed of Trust on this farm. I felt at the time that the loan was injudicious, and was confident the Deed was invalid, but having no connection with the Bank, and being informed that they acted upon the advice of their recognized Attorney, Mr Rawls, did not feel it incumbent upon myself to make any suggestion in the matter.

Ans. N. Wright

Subscribed and Sworn to before me this 22^d day of August 1889.

E. E. Holland,

N. D.

As he left my office, he remarked that Mrs Kitchen had requested that I should prepare the Deed if the Bank concluded to make the loan, and that as he supposed I was favoring her in some way, the Bank would abstain from its rule, to require the Deed to be written by its attorneys. In this interview with Col Copeland, I thought my manner was such as to create a doubt in his mind as to the validity of the Security, and did not suppose the loan would be made. To my surprise however, after the next meeting of the Directors, he again called at my office, with the same repeated copy of D. W. Kitchen's will, and remarked that at a meeting of the Board that day, he had submitted that paper to Mr Rawls, the attorney for the Bank, who was a member of the Board and present at the meeting, and he (Rawls) was of opinion that Mrs Kitchen could, under that will, make a valid Deed of Trust on the land, and the Board had decided to let her have the money, and as she requested it, I could prepare the Deed, which I did. While I was attorney for the Bank, in all such cases my fees were retained out of the amount loaned and placed to my credit. In this case it was not done, I did not think, and did not tell Col Copeland or any other

as it was none of my business to make such recommendation, or I had never seen a copy of D. W. Kitchen's will or had never seen the farm which she proposed to convey. Some days after this Col Copeland came to my office, with what purported to be a copy of D. W. Kitchen's will. I recollect distinctly that it was written on note paper, apparently in a lady's hand-writing, was not certified as a copy by the Clerk of Court. He asked my opinion as to Mrs Kitchen's powers under this will, and I declined giving an opinion upon that paper, but chiefly for the reason that I was not the Attorney for the Bank, and did not propose to give an opinion gratuitously. I recollect also that Col Copeland displayed unusual persistence in trying to get from me an opinion. I was particularly struck by the fact that in considering the propriety of making a loan of \$1500⁰⁰, the validity of which depended upon the construction of her husband's will, Col Copeland should be willing to act upon an uncertified paper as such copy, and I called his attention to the fact. I finally said to him that if the paper shown me was a true copy, I had no doubt of Mrs Kitchen's right to sell enough land to pay debts or legacies, but gave no other opinion.

time I have not acted as its attorney, save in closing up some unsettled matters. I resigned the position because Col Copeland informed me that Mr R.H. Rawls, upon his return from the Legislature in 1880, complained that I was doing the work of attorney, while I owned no stock, and he was a stockholder, I think, a Director, and thereby entitled to the position of Attorney.

When Mrs Kitchen applied to me in 1882, to borrow some money, she desired to get it from a private individual, rather than from the Bank. At that time I had several clients who had requested me to loan money for them on Real Estate security, but I frankly told Mrs Kitchen, upon her representation of the security she offered, for I did not see a copy of her husband's will, that I did not like the security and could not advise a client to make the loan. She then asked me if she could not get it from the Bank. I replied that I was not attorney for the Bank, and could not say whether she could get it or not. She asked me to make the application for her, whereupon I wrote out an application, setting forth the security offered, which she signed and I took to the Bank and handed to Col Copeland, Cashier, but certainly did not recommend the loan.

In reply to statements contained in the answer of Defendants, and in the depositions of Dr. R. Copeland & others, in the suit of "Kitchen & al vs Dr. R. Copeland Trustee & al" now pending in the Circuit Court of Sd. of Wight Co. I, Dr. H. Wright, do make, subscribe and swear to the following statement:

I have read carefully the answer of Defendants, filed in the Cause, and the depositions of Dr. R. Copeland and W. S. Holland. In so far as the answer and depositions refer to myself as being the attorney for the Farmers Bank, and advising the loan made to Mrs. Kitchen, or commending the Security, I unhesitatingly say, that all such statements are grossly inaccurate, and untrue, and without a shadow of foundation in fact. It is true that I prepared the deed from Mrs. Kitchen to Dr. R. Copeland, Trustee, but as I understood at the time, this was at the request of Mrs. Kitchen, and the Bank officials granted her request, because they thought I was doing the work for her gratuitously. I was elected attorney for the Farmers Bank, without solicitation on my part, some time in 1873, and retained the position until the Spring of 1880, since which

Kitchen for the

in. } Chy.

Farmen Back

Produce and

afford for the

in total of 1000.

I John H. Wright, attorney for Plainiffs
in the two causes in chancery depending in
the Circuit Court of the State of Virginia, and
in the style of Kitchen vs. Knott & R. Copeland
Trustees and Knott & R. Copeland Trustees
do certify that - Jno. R. Kitchen, a witness whose
evidence is desired in said causes, is not a
resident of the State of Virginia, but re-
sides in Talbot Co. Georgia -

Jno H. Wright

Subscribed and sworn to before me this
27th day of October 1887 -

G. M. Coon

Notary

The depositions of J. E. Nelson & others
taken before me, pursuant to no-
tice hereto annexed, to be read
as Evidence in behalf of Plaintiffs
in a certain suit in Chancery re-
siding in the Circuit Court of Isle
of Wight County, Va. wherein J. W. R.
Kitchen and Ella M. Kitchen are
Plaintiffs and J. W. R. Copeland Jus-
tic & The Farmers Bank of Newse-
mont are Defendants:

On the day appointed in said notice,
the 1st day of Nov 1887. the Notary
could not appear on account of
sickness and inclement weather,
and the ~~fact~~ taking of said depo-
sitions was adjourned to the 9th
Inst and Defendants Counsel no-
tified thereof.

And now on this the 9th day of No-
vember 1887, neither of the Counsel
being present, the taking of said
depositions is further adjourned
to the 19th Inst at the same place
and between the same hours.

The ~~Further~~ ^{taking at this} depositions is again
deferred until Sunday the 21st Inst. at the
same place & between the same
hours
J. Helms App

Kitchen per T^d

"

(32)

Copeland Lushie & al.

Depositions.

Q. 1

How long, after your Father's death,
before your Mother moved to
Windsor

Answer,

About Two years.

Q. 2.

Had she rented this House or
Hotel before moving here

Answer

I do not know

Q. 3.

Did the money she paid
James E. King as Rent
include any other property
besides the Hotel

Answer,

I do not know.

And further this
deponent saith not.

Witness

Free

\$12⁰⁰/₁₀₀

at Summit
Taken and subscribed before me
This 21st of Nov. 1884

William H. P.

Q. 10. You say your Father died in the
Year 1880
Answer Yes Sir

Q. 11. How have you, your two younger Brothers
~~been~~ ^{I supported} been Educated ^{by Whom}
and by What Means

Answer. I am sure. Dixon. My Mother
has supported himself
~~by Mr. Edie~~ he has been
school. Very little He paid a
part of ^{his} schooling and his
mother paid a part
Whether she paid it out
of his money or not I do
not know, as ^{to} Mr. Edie
I am sure. My Ma. paid his
schooling for. What little
he has been, He has been
very little. When not at
school. has. Work a steady
not only for his own support
But for the family
Council for ^{Right}
On Reunion

Q. 7

You have stated since your
Father's Death you have worked
in different ways to earn
your own living and that
you believe your Mother & Sister
had done the same and if
this be true then your Father
did not at his death leave
much little cash for ^{your} maintenance
& support; did he,

Answer. I do not know he left
any cash.

Q. 8.

Have you any other Brothers except
your Mr. Cohen

Answer. I have two other Brothers

Q. 9.

Are they under the age of
Twenty one years

Answer. One of them is now over twenty
one and the other under
Twenty one years of age

Q. 4.

In your answer, No. ^{to question} you have ^{stated} that ^{an amount} of one hundred dollars was spent for Millinery goods, could you not approximate near the amount

Answer.

I do not know positively, ^{I think} that six or eight hundred dollars was spent for Millinery goods and probably more out of that money.

Q. 5.

~~You have often~~ How long have your mother occupied this house? (She has been here some five years)

Q. 6.

Do you know how much ^{the} rent for year

Answer.

I think she paid some two hundred ^{dollars} a year when she first came to this sort of house that time I think it has been raised

Cross Examination of Witness
By Defendants Counsel
Q 1. Do not you Mr. John attend
to the Livery Business also

Answer. Yes, Sir

Q 2. Do not you also ~~run~~ run a business
for your Mother
Custum & Whodrum

~~Answer.~~

Counsel for Plaintiffs
gives notice that in any
Cross Examination
the Defendants must confine
themselves to matters either
on the Examination in Chief
or else make the Witness
their own

The Defendants Counsel
is aware of that

Q 3. How long did you Mr. John
attend the Farm

Answer. I do not know exactly

Answer, I do not know I think he has.

Q 7 Has he during that time been at work for himself

Answer. The first Year after my Father's Death she worked on the Farm for Mother. My Father died in the Year 1880 — He attended to the farm after the move to Windsor. How many years I do not remember

Q 8 State if you know, for what Purpose your Mother used the money or any part thereof which she borrowed from the Farmers Bank.

Answer. I don't know. How she spent it all. But I do know she spent some several hundred dollars in Millinery goods, and she bought and paid for some Land and bought some Horses I think she paid some Rent for this House to L. B. Nelson.

Q. 3. During, at this time of which
you speak. Have or have
not, your wages been
sufficient for your maintain-
ance

Answer. I think they have

Q. 4. Have you, since your Father's death
been sent to school by your
mother.

Answer. No Sir I have not.

Q. 5. While your mother remained
on the farm - who worked the
farm and how was your family
supported,

Answer. My Brothers worked it with other
help, & the family was
supported by the proceeds,
arising from said farm
I had nothing else to support
us with

Q. 6. State if you know, whether
your Bro. John has supported
himself since your Father's
death,

No 40

By consent of counsel
The agreement as heretofore
as made in reference to other
Witnes is agreed as required
to the present Witnes

Answer.

The first year, after my father's
death I remained with my mother
on the farm ~~and~~ ^{then} I came to
Windsor with my Aunt Mrs
Jordan, to help her keep
a Hotel, I remained with
her. Twelve months before my
mother moved to Windsor, I also
moved in the Millinery Business,
with my mother, and also helped
her keep the Hotel, at Windsor
after working in the Millinery Business
several seasons, I also taught
school, in 1884 I taught school
in Southampton County, after
that I returned to Windsor and
helped my mother, until I commenced
teaching school in Isle of Thorns
Jan 1886, and have ^{been} teaching music
in the past summer, and am
now teaching school.

And hearing him say that he
would ^{have to} have a certificate,
copying of the Bill, I am not
sure. I showed him the one
which I had in my satchel

Answer. I thought the Bank was the place to
have, & to loan money
And further this deponent
saith not.

M E Kitchen

~~Witness~~ Deps Ella M. Kitchen
being first duly sworn
deposeth and saith as
follows—

Q. 1. What is your name, age and
occupation and Residence

Answer. Ella May, Kitchen is my name
age 24 years, Occupation
School Teacher, Residence
Hindor Escap Hythe Co Va

Q. 2. Since your Father's death in
State in what you have been
sustained by whether or not, you
have supported yourself by
your own efforts.

The parties professed my paying ^{Interest} on the
Note, which I said to Oct 1885 -
They thought the property was good for
the note, and I expected, at my
mother's death, to settle the same.
But my property was to be sold Sat.
Saturday, the 19th of Nov. 1885 - The paper
was presented to me, to confess
judgment, on, which I said

Q. "8."

You have said in answer to question
No 20, On Cross, examination
that you went to the office of J. Wright
and carried a copy of your husband's
will telling him you wanted to
borrow some money for which
you were willing to give good
security. Please state whether
you brought a copy of the will
at that time or afterwards sent
or carried it to the Bank, and
if you recollect, state why
application was made to the
Bank to borrow the money

Answer. I had a copy of the will, and I think
I carried it with me. I know I did,
after talking with Capt Wright

L. 7.

Would take that in part pay
of the One Hundred fifty Dollars
of Mr. Legacy, which ~~he~~^{it has}
refused to do. And since
have been sold for debts
owing by myself.

In answer to question No. 25—
On cross examination, you have
said that on Saturday last, you
confessed judgment for One Hundred
Dollars in favor of John Hart's
Estate, please state whether or not
your husband executed any paper
in evidence of his debt; and
why, you confessed the
judgment.

~~The same~~

Defendant's Counsel calls
for the paper in evidence
of the ^{debt} if ^{it} exists.

Answer— R. E. Nelson, ^{Adm'r} of Archibald Nelson
Private One Note amounting to One
Hundred Dollars, given by
my husband, to my father Archibald
Nelson— I confessed judgment
as I knew, the debt had been con-
fessed.

1
mog.

Answer, I know I owe other parties
But can't remember, whether
~~they were~~ ^{or} paid ~~any~~ of that money.

Q. 4 Can you explain ~~any~~ ^{the} payment
made by you, to M. S. Hattis & Co.

Answer, I can't remember, paying
M. S. Hattis & Co. But remember
giving Mr. Hattis a cash
of Windsor Bank a check for
some money - in the form
of Bank I think to be put
to my credit in the Windsor Bank

Q. 5 ~~Do you~~ ^{do} you remember
any transaction with John Lygell
and if so, and for what did you pay
him any money

Answer, It was for Peanuts. ~~At that time~~
~~my son John was sleeping~~

Q. 6 Explain as fully as you can
your statement about the
legacy due to your daughter
Ella

Answer, Before she was twenty one
I bought an Organ for which
I paid one hundred dollars
with the expectation that she

For which I was, willing to give
good security as I Reliance,
He, ~~Went to the Bank~~, Left his
office, and returned,

Q 2nd

Ans.

Who. Prepared the papers the
Deed. of Trust, given to the Bank
I do not know. I do not
remember.

Rexamina

Q. 1

You have been asked about
money, paid by you to W. E. Hines,
explain if you can for. What
you owe him, and how
you came to pay him
any money.

Ans.

I think it was. ~~It was~~ for his
part of his crop. While
Mr. Hines, farming on
share, or some part of
it.

Q 2.

For. What did you owe Siskell
Hill Co.

Ans.

For goods, while I was in
Paris.

Q. 3

State whether or not, you owed
and paid any other parties
for. Millinery goods. Out of this
same fund.

~~Q. Except to~~

Q. 24. ⁱⁿ Then. That Legacy has not been paid?

Answer. No. The Legacy is not paid

Q. 25. In your Bill you say you ^{had} paid your Husbands Debts and settled his Estate did you not. Last Saturday Before the English Justice of the Peace conveyed ~~and~~ ^{indemnified} ~~your~~ ^{my} Debt to you. Late Husband. In favor of your Late Father

Answer. ~~Before my Father died, I paid~~
I did - my Father sent my Husband, one Hundred Dollars with the understanding that the interest to be paid, to him or his Wife for life time. ~~I saw the money paid, by my~~
(^{father to my husband})

Q. 26. By whom, and ~~by~~ through whose agency, ^{did} you claim the loan of money from the Farmers Bank

Answer. I Excepted to
I went to Capt. A. Wrights Office (carried a copy of my Husbands Will, and told him I wanted to get some money

You have said ^{you} had ^{given} ~~some~~ notes
payable in Bank for a pair
of ^{other things} horses as well as money
paid for Land. Please
state what you mean by
"other things".

Answer. I mean Rice paid in Purchasing
Notes Purchasing, Grocery Rice
and other Expenses.

Q. 21. Can you state how much
you paid in Bank ~~allow~~
in other things

Answer. I cannot.

Q. 22. You have stated that you paid
Sydney, please state how
you paid them and what
work you paid

Answer. I paid E. R. Kitchen and the
receipt will show one
hundred and fifty dollars
by money, Realizing from sale of
Land in Kansas Co. to F. H. Gray.
I have no receipt to show ^{for, except} to

Q. 23. Have you paid it ^{as} stated
in your Rice?

Answer. I had made arrangements to
pay the party, Ella M. Kitchen but
she refused to give me a receipt.

Will you not pay out of this
same money £2000 and two
hundred dollars to Mr L Mathews & Co

I do not, remember

Will you not pay out the same
from Fifty Dollars to Ryland
Hes of Richmond Va

I remember buying an Organ
from them, which I have
paid for, can't say I remember
it was paid out of the amt.

I think I did. It was, I think
pinned out of that time But
would not be certain.

Did you not pay from same
fund. John Cuyler. Fifty
Dollars—

Can't remember

In your Bill and Elsewhere
you have stated that you had
paid notes to Bank out of
this fund, which was given

Do not, understand your rights
~~in publishing, 1500, how much~~

~~No in Chinese in Book Notes~~
~~What other things~~
On answer to No 2 On examination
in Chinese

Q. 12. you were also in the Millinery Room?
Answer Yes.

Q. 13. How much money from the funds
Borrowed from the Bank
of Kansas City, to Armstrong & Co.

Answer Several Hundred Dollars

Q. 14. And from the same money Borrowed
from the Bank of Kansas
you paid E. E. Stiles, a certain
amount. State what it was for
and how much

Answer For Rent of Hotel and a
Millinery Room & Furniture for
the Hotel, do not remember the
amount, I think Between Two
& Three Hundred Dollars

Q. 15. Do you remember, if so state
whether Armstrong & Co. were
paid by currency or check
or whether the money was sent
by Registered Letter or by
express — I Expect so.

Answer I remember that I carried a part
of the money and paid them
and think I give the checks in paper
or paid drafts, can't be
positive don't remember
the amounts of each.

Answer, I do not remember the amount. It was Two Hundred and fifty or Three Hundred Dollars.

Q. 8. How did you pay for the Horses by note, check, or currency?

Answer. My Son, John was attending to the Raising for me, and he gave a note in Bank, as I do not remember the amount, which has since been paid, except perhaps a small amount, though I think he has paid in all.

Q. 9. Name the Bank, on which the note was drawn.

Answer. I think the Commercial Bank. I am not sure.

Q. 10. Then you carried on the Livery Raising?

Answer. Yes.

Q. 11. And you have stated this money was paid out of the money borrowed from the Farmers Bank.

Answer. Yes.

Q. 16.

And from this same fund,
Borrowed from the Bank of
Kansas. You paid Mr.
Hines, a Farm Labourer, or
a hired Help upon the
Farm, at one time fifty
dollars another thirteen
dollars, }
Q. Excepted to

Answer, I do not remember,

Q. 17.

Don't you remember paying
Mr. Hines fifty dollars

Answer:

I think he paid Mr. Hines
much more than that in
our business transactions
while he was cultivating
the Farm, on shares, but can't
say that I paid any part out
of the money borrowed from
the Farmers Bank.

Q. 18.

Did you not pay from the
money borrowed from the Farmers
Bank of Kansas, to Dickell
Keller & Co. thirty one dollars?

Answer:

I do not remember, that
particular out, but think
I paid them, some for goods
I bought of them don't remember
the amount.

Answer. To the Best of my recollection it was Two Hundred Dollars paid for it I cannot recollect whether I paid for it in cash or by check

Q. 5. How much did you pay for the Madrac Lot, and did you pay for it in cash or by check
 I Excepted to

Answer. It was between five and six hundred dollars, But I do not recollect this and including the cost of suit & land. Paid in cash. But I do not recollect.

Q. 6. You have testified in your former depositions or stated in your Plea that these sums of money for the Land were paid out of the money which you received from the Farmers Bank of Mansfield, is this true or not.

Answer It is true

Q. 7. When did you buy the Horse from Mr. Wemy and what did you pay for them
 I Excepted to

Monday Morning Nov. 21st 1897. Foreman to
an adjourn, taken of these
depositions resumed
Present

John H. Wright
for Plaintiff
R. H. Rando
for Defendants.

Cross Examination continued

Q. 2. In your examination in chief
you have alluded to a lot of land,
purchased from A. Watkins, state
whether you paid for this in cash
or by check, and how much. You
paid for it

Excepted to -

Answer. I paid one hundred and thirty
dollars, cash, remember whether
by check or by cash.

Q. 3. To whom, you ^{did} paid the money?
Excepted to.

Answer. I think to A. Watkins. But I am
not positive

Q. 4. How much did you pay for the ten
acre lot, and did you pay for
it by cash or check
Excepted to.

1
Should be performed in order
that the said Wallace
might cross examine the
Witness

Counsel. In. The
Plaintiffs

States ~~For~~ The
Counsel. In. the Defendants
is willing to ~~Waive~~ Waive
the hearing of this case
and another, which is
set for the 25th Inst.,
and will continue the hearing
to a Saturday so as to
give ample time to
complete the depositions.
It is willing to agree
the further taking of
these depositions to a
day ^{mutually} agreeable ~~mutually~~
to Carrace and both
sides otherwise he
shall insist in
proceeding on Monday
the 21st Inst.

The further taking
of these depositions is agreed
until Monday the 21st Inst. at
the same place & return the same
hours.
W. C. Hunt M.P.

But I am sure I paid
~~The~~ Armstrong Catalogue several hundred
Dollars ap the money I borrowd.
from The Farmers Bank, I
owed Blackwell & Kellogg
and other parties for many
goods But cannot be as-
ertain paying them
as I did Armstrong
Catalogue, out of this
money.

The counsel for the Defendants, gives notice that he has, engagements at Southampton County Court, on Monday, and a Criminal case on Tuesday, and that while Judge Rauls has appeared in the case one time he has, abandoned this case. practically and that W. S. Hollant, has made considerable preparation in the Cross examination of this Witness and that no other person is prepared to Cross examine as he is & that while he is anxious for a hearing of the case any reasonable delay

Answer. I said I said Armstrong
 before the fact of the money
 I said there are no bills
 showing 'goods. I thought of
 them

9 The. Notary is here
 requested by Council in the
 dependance, to read over, slowly
 & carefully the questions
 propounded and the answer
 given to and by this last
 sitting and she is asked and
 cautioned to make any corrections
 she desires

Q. 1. question no. 1. is said to be correct
 question & Answer no. 2 is said
 to be correct,
 question no. 3 - is Answer to be
 correct, question ^{no} 4, & Answer
 is correct. no. 5 question & Answer
 is correct
 question no. 6. is correct,
 question no. 7. is correct question
 no. 8 - is correct, no. 9 - is correct
 to the best of knowledge & belief
 as to question no. 10. I may not
 have said the Bills exhibited
 in full out of the money

Q. 11

State whether or not, the entire
sum of Fifteen Hundred Dollars
Borrowed by you from the Farmers
Bank was used by you in
paying for real estate, millinery
goods, and a pair of horses
or whether you ^{use any} part of
it for any other purpose ^{and}
if so, ~~and~~ for what

Answer, I used it for seeds I had
incurred while in business
I had other debts, I am
sure, it was consumed in
that way

Conceding the Defendant obtained
any claim of his rights, proceeds
to crop, examine this writing

Q. 1

You have said that part of the
money which you got from
the Farmers Bank, as set out
in the Rice, you paid Armstrong
Cator & Co. of Baltimore Md
\$387.00 at one time and
\$390.6700 cents making
Seven Hundred & Seventy seven
Dollars & Sixty seven cents
& you paid them from
business, tell me as near
as you how much more

Ans^r. If so. How much
I paid no Legacy out it ^{and}
don't think I paid any
debts My. Husband. Was
owing or his Burial
Expenses.

Q. 10. Have you any papers to show, to
whom you were indebted for
millenary goods paid for by you
with the money I borrowed from
the Bank, If so. State some
of the amounts

Ans^r. I paid Armstrong & Co of
Several Hundred Dollars
(Hence. With exhibit
certain papers.) I identified
one Piece of Three Hundred
and Eighty seven and another
of Three Hundred and ninety
~~one~~ ^{one} ~~six~~ ^{six} ~~seven~~ ^{seven}. I have got more
these. One Piece Sixty
Hundred Co. Thirty Eight Dollars
& ninety six cents.

Q. 7.

This deposition was taken at
One O'clock, & resumed at
5 minutes to 3 O'clock, P.M.
You speak about, having bought
with a part of the money borrowed
from the Bank, a pair of horses
state what you paid for them
& for what purpose. You bought
them, what did you pay for
them.

Answer.

I bought them for the Sundry business
of a pair I can't remember, about
two hundred & fifty or three hundred
dollars. I bought them from
Geo. H. Turney — I think I
am not particular.

Q. 8

While you remained on the farm
who worked it and what ^{became} ~~was~~
~~from it~~ the products of the
farm.

Answer.

My children worked it with
their help, the products of the
farm supported my family and
paid what I came upon the
debt.

Q. 9.

State whether or not you used
any part of the money
borrowed from the Bank
to pay debts due by your
husband's estate or any legacy
to either of your children.

and the Ten acre. Underwood,
 Lot. I bought, of, Josiah Underwood,
~~guardian of his children~~ The
 Madrell Lot. I bought of,
 H. S. Bullard. Commission
 paid the money to I Underwood,
 guardian. The L. A. Watkins
 bought of said Watkins &
 paid the money to him, I think
 paid money for this land, which I got
 from the Bank.

Q. 4. For what did you pay money
 to Armstrong & Co.

Answer. For Military Goods

Q. 5 How long, after your husband's
 death did you remain on
 the farm when ^{he} died

Answer. Near Zero years—

Q. 6. After leaving the Farm to
 what place, did you move
 & in what business did
 you engage

Answer. Moved Windsor, & Engaged in
 Hotel Keeping & Sing & Stable Milking
 Road.

Answer. My name is M. E. Kitchen-
age, 49 - Occupation Hotel
Keeper. Residing Windsor
East of High corn

Q 2. State as nearly as you can
how you made the money
borrowed by you from the
Farmers Bank, and to secure
which you gave a deed
of trust on the Farm near
Windsor on which your
husband died

Answer. Well I think I am sure
I paid I believe, apart,
for Rent of this House I paid
Armstrong & Co. Baltimore
apart, & some notes that in
Bank given for a pair
of horses & other things
for money I paid for Land.

Q 3. What Land, and when did you
buy and how was it paid
for.

Answer. That Lot adjoining Mr. Darby's
of Quincy Watkins a lot &
a piece of Land known as
the Wadwell Lot.

Answer. That your mother
paid a few dollars for
your schooling while all
drivers did she pay
more or less on that
account than that which
you loaned her from
your wages

Answer. She paid less -

Further this deponent
saith not,

L. U. Kitchen

Mr. L. U. Kitchen being duly sworn
deposes and says as follows

The same agreement as to
exceptions &c is to apply to all
questions & answers of this
witness, as in the case of
the last witness

Q 1.

Please state your name age
occupation & Residence

Q 14. You said something about
supporting yourself. since
your Father's death do you
mean since that time up
to the present. you have
paid for Board clothing
room. Books schooling and
all other expenses. on your
own person. Without the
aid of your Mother

Answer. I did until I came home
with the exceptions she paid
a few Dollars for my schooling
While I was at Dr. Driscoll's ^{and} since
Then I have been working
for her. ^{and} I suppose my
work has worth my Board.
I had but few close hardly
Enough. That is all the pay
I have had since I have
been at home. I ~~work~~ ^{assist} for
Mr. King & Batten, about four
or a half months and my Mother
got all of that or nearly

Received.

Q. 1. You have said in your last

Delicate and impertinent
 Answer. He. Were comfortable and a
 plenty of something to Eat ^{and}
 clothes to Wear. He do not
 know. How. The neighbors
 Fare.

Q. 12. Did you not have a nice
 double carriage to drive to
 Church, and Elsewhere

Answer. He did not have a nice
 carriage But He had a
 second hand. I suppose

Q. 13. Did you not keep musical
 instruments such as a
 Piano & Organ in ^{the} Parlor

Answer. My sister has a Piano given
 to her by her Father before he
 died, While He was at
 the Farm. After He moved
 to Windsor My sister or My
 Mother I do not know
 Which bought an Organ

Q. 8. Have not the children your
Mother's and sister, all a
fairly good Education
Answer, No Sir I could not
say they did

Q. 9. Have they not been at school
since your Father's death

Answer, I do not know anything
about the rest, I have been
to school myself, about, (seven
months) about the others I can
say.

Q. 10. Do you mean to state, or to infer
^{in your examination in chief}
~~that~~ your Mother, did not need
any money except what she
got from the Farm, in providing
for her Family

Answer, Well I do not know as I was away
& I do not know what was
made upon the Farm, or what
she needed for the support
of the Family

Q. 11. Have not your Mother's Family
ⁱⁿ during the years 1880 to 1886
Inclusive as well provided
for, as richly dressed, and
comfortably situated as any
~~of~~ of people in the neighborhood
Q. Except to maintain

Q. 5. How much did your mother go
in debt in the year 1881

Answer. I do not know anything about
that

Q. 6. Then how do you know the
farm supports the family

Answer. I do not know how much
she went in debt, otherwise
than for the support of the family.
I do know stuff was sold
from the farm always for
the support of the family

Q. 7. Did any of the children go to
school that year

Answer. I don't know. I think
Eddie & Ella went but
John & myself did not
I started to school and
continued until I went
away about the first of
the year 1882, and then to
school about four months

Q. 1. What year did you and your
brother work the Farm

Answer, In the Year, Eighteen Eighty One

Q. 2. How old were you then

Answer, I was fifteen years old

Q. 3. Do you mean you worked the
Farm yourselves. Or did you
superintend those that
did work it

Answer, He both worked and superintended,
and probably he had one
or two hands

Q. 4. Who did the buying and selling
that year, And in whose
name, ^{did} the business go

Answer, My Mother was the general
superintendent, and she
did all the buying and
selling, But we did
the work.

Answer. About, one year and a half,
before I left home, and
was from home about
two years and a half
Q & A. Except with for same reason

Q-7

It is here agreed that defendants
cannot say on being asked
and raise any objection & except
to their questions and answers as
if said objection & except were
fully spread out here on the
record with reasons therefor.

Q. 9-

How, then, you supported during
that time your absence. And
How, have you been supported
since

Answer. I supported myself. While I was
gone, and have been at
work, ever since I have been
home, and have loaned
money to my mother which
has now been returned

Cross Examination

Q. 6. What disposition was made
of the Proceeds of the Farm While
you and your Mother Worked it

Answer, Applied to the payment of my
Father's debts, which he
owed

Q & A. Excepted for same
Reason

Q. 7. State whether or not, While you
and your Mother Worked the Farm
you were under the necessity
of Borrowing any Money to
provide for family expenses
or, Whether you supported
the family Out of the proceeds
of the Farm

Answer, There was no Money I Borrowed,
I know of, the Family was
supported out of the Proceeds
of the Farm

Q & A. Excepted for same
Reasons

Q. 8. How Long after your Father's
Death Was it before you Left
Home & how Long Were you
away

Answer. Really, I do not know, positively
for I was not here.

Q. 3. When did you mother and
family leave after your Father's
death, before moving to
Windsor
Excepted to for same
Reasons

Answer. He, lived upon the Farm
when he lived

Q. 4. How long did you remain
there after his death
Excepted to for same
Reasons

Answer. I think Mr. Linn there
about twelve months

Q. 5. Who worked the Farm at that
time

Answer. The Boys worked the Farm, W. E.
Hins. worked there also I
think he was there
Q & A Excepted for same
Reasons.

by the deeds & exhibits filed in the papers—

Dixon. H. Kitchen, ^{being first duly sworn} deposes and saith as follows—

Q. 1.

What is your name, age, occupation and residence and are you one of the Plaintiffs in this suit

Answer:

My name is Dixon. H. Kitchen, age, Twenty One Last June, Occupation Lumber Hauler, Residence Windsor Eschaf. Wight County Va. I am one of the parties Plaintiffs to this suit,

Q. 2.

State if you know what disposition your Mother M. E. Kitchen made of the Fifteen Hundred Dollars Borrowed by her from the Farmers Bank, of Lancaster, and to secure which she executed a deed of Trust, to Mr R. Copeland. Trustee on the Farm near, Windsor of which your Father was a partner.

Except to be cause not material & for other reasons appearing upon the records

The depositions of J. E. Melms and others taken before me, This 19th day of Nov 1887 pursuant to notice hereto annexed, to be read as evidence in behalf of the Plaintiffs in a certain suit in Chancery, pending and undetermined in the Circuit Court of Isle of Wight County^{Va} wherein Dixon M. Kitchen and Walter E. Kitchen are Plaintiffs and the Farmers Bank of Gloucester and John Copeland Trustee, are Defendants; The taking of these depositions having been adjourned over from the day named in said notice until this day:

Present: Geo. H. Wright, atty for Pltffs
Wm. S. Holland " " Dfts.

W. S. Holland of Counsel for defendants excepts and protests against taking the depositions for want of notice, for insufficiency of notice, for illegality of notice - This counsel here states that he never had any knowledge of the adjournment alluded to in the above caption till this hour, but - he did hear that there was an adjournment to some day, and he object and excepts to the taking of these depositions for the further reasons that no deposition ought to be taken at this stage in these proceedings and he avers the plaintiffs are estopped

Nov 9th 1887.

In the Chancery cause of Dixon
H. Kitchen & Walter E. Kitchen Plaintiffs vs
The Farmers' Bank of Mansfield and Brok.
Copeland Trustee, D.C., neither of the Counsel
appearing before me this day, pursuant
to the notice for taking depositions in said
Cause, the taking of said depositions is
adjourned to the 19th day of Nov 1887, at
the same place and between the same hours.

Wm. C. N.P.

1887. Oct 29th Executed by delivering a
copy hereof to R. H. Rawls Atty. &c.

J. H. Rawls. Sergeant
of the Town of Luffkin Co

I certify that I executed the within notice
on the 27th day of October 1887, by leaving
a copy hereof on W. S. Holland Atty &c
in person—

J. W. Kitchen
Subscribed & sworn to before me this 5th
day of Nov 1887.

C. H. Hume
Notary Public

To W. S. Holland & R. H. Rawls, Attys &c

Please take notice

that on Wednesday the 9th day of Nov 1887, between the hours of 6. A M and 6 P. M. of that day, in the village of Windsor, Va, at the store of W. L. Helms, we shall proceed to take the depositions of J. E. Helms and others, to be read as evidence on behalf of the Plaintiffs in a certain Suit in Chancery depending and undetermined in the Circuit Court of Isle of Wight County Va, in which Dixon W. Kitchen and Walter E. Kitchen, infants under the age of twenty one years, who are by M. E. Kitchen their next friend, are Plaintiffs and Geo R. Copeland Trustee and The Farmers Bank of Mansumond are Defendants. And if for any cause the taking of said depositions be not begun, or being begun, be not completed on that day, the taking of the same will be adjourned and continued from day to day, or from time to time until they are completed.

Jno. N. Wright S. C.

Nov 15, 1887

16th Int. He answers that I don't know that there was any of this money paid out for legacies, debts due by my father, or expenses of administration.

17th Int. He answers that my legacy was paid by mother in small amounts at different times until it was paid in full.

18th Int. He answers that I am satisfied that none of the other legacies have been paid.

19th Int. He answers that I know of no other matter pertinent to the issues.

Answers, sworn
to and subscribed
before me this
the 15th day of
November, 1887.

John R. Kitchen

W. L. West,

N. P. & ex off J. P.

12th Int. He answers that I tendered the money and offered to renew the notes in December 1886.

13th Int. He answers that I tendered the money to the Cashier of ~~The~~ Farmers Bank of Nausemond, and he told me that the Board of Directors had instructed him not to renew the notes, as they had decided to close up the matter.

14th Int. He answers that one object in keeping the interest paid up on the notes was to keep the property from selling.

15th Int. He answers that as well as I recollect my mother bought with the money some lots in Windsor, a stock of millinery goods, some horses and mules, carriages & so on for farm and livery, and some furniture for hotel in Windsor.

7th Int. He answers that if we wanted ^{sign} that instrument of writing, and keep the interest paid in advance he (W^m S. Halland) guaranteed that the Bank would not sell the property.

8th Int. He answers that I ~~enclosed~~ a note for ninety-two dollars and some cents.

9th Int. He answers that I did not agree to sign any paper securing the note of \$1500⁰⁰ made by my mother.

10th Int. He answers that there was a promise made to induce me to sign the papers, and that promise was as long as we kept the interest paid in advance the Bank would not sell the property, and said promise was made by William S. Halland, who claimed to be the attorney for the Farmers' Band of Mansaroud in that section.

11th Int. He answers that interest was paid to December, 1886.

Virginia, and am one of
the Plaintiffs in the above
stated case.

2^d Int.

He answers that he lived
in Windsor, Virginia until
the first of January, 1887, and
since then I have been
traveling until July when
I reached Vacoona, Va., my
home.

3^d Int.

He answers that I am
the party who signed the
paper in question.

4th Int.

He answers that William
S. Hallam brought the paper
to me, and I have no re-
ollection of the presence of
any one else except my sis-
ter, Ella M. Kitchen.

5th Int.

He answers that I did
not read the paper, and
don't think it was read
to me.

6th Int.

He answers that William
S. Hallam explained the
paper as being a security for
the ninety-two dollars, amount
for the past due interest.

John R. Kitchen
Ella M. Kitchen
The Farmers Bank
of Macon and
John R. Gospel and
Trustee,

Sent in Chan-
cery

Georgia, Lowndes County

By virtue of a commis-
sion from the Circuit Court
of the County of the Isle of
Wight, in the Commonwealth
of Virginia, I have caused
John R. Kitchen, the person
in said commission named,
to come before me, who being
duly sworn, true answers to
make to certain interrogatories
thereunto annexed, depose and an-
swer as follows;
To the first direct interrogatory
witness answers;

John R. Kitchen is my
name, and am twenty-five
years old - residence at
the present time Valdosta,
Ga., and manager of J. R.
Wilmon & Co., Publishers, Richmond,

John H. Wright,
Attorney and Counselor at Law,

Subscriber to Sloan's Legal and
Financial Register and Mem-
ber of the Continental
Collection Union.

Suffolk, Va., 1888

- 9th Did you agree to sign any paper securing the note of \$1500⁰⁰ made by your mother?
- 10th Was any promise made to you at the time, to induce you to sign the paper, and if so ~~by~~ what was the promise, who made it, and what position did he occupy towards the Farmers Bank of Newbern?
- 11th How long was the interest paid up on the two notes?
- 12th When did you last tender the money in payment of interest and offer to renew the notes?
- 13th To whom did you tender the money and what occurred on that occasion?
- 14th ~~Why did you wish to keep the interest paid,~~ What was your objection in keeping the interest paid up on the notes?
- 15th What disposition did your mother make of the money she got from the Farmers Bank?
- 16th How much of it, if any, was used in the payment of legacies, debts due by your father, or expenses of administration?
- 17th How was the legacy due you paid?
- 18th Have any of the other legacies been paid?
- 19th State any other matter pertinent to the issue in this cause.

John H. Wright,
Attorney and Counselor at Law,

Subscriber to Sloan's Legal and
Financial Register and Mem-
ber of the Continental
Collection Union.

Suffolk, Va., 188

Questions to be propounded by the Notary to Geo
R. Kitchen, in the Suit of Geo R & Ellen M Kitchen
vs Geo R. Copeland Trustees at

- 1st What is your ^{name} age, residence and occupation, and
are you one of the Plaintiffs in this suit?
- 2^d Where did you live previous to going to your pres-
ent residence?
- 3^d Are you the same Geo R. Kitchen, whose name is
signed to a paper purporting to be a Deed from
Geo R & Ellen M Kitchen for their undivided one
half interest in the farm near Windsor, of which
Dixon M. Kitchen died possessed?
- 4th ~~He~~ Who brought the paper to you for your sig-
nature, and who was present at the time?
- 5th Did you read the paper, or was it read to you?
- 6th Did any one Explain to you what the paper was,
and if so, who?
- 7th State fully what occurred on that occasion be-
tween the party who brought the paper to you and
yourself and sister?
- 8th Did you on that occasion sign any other paper
and if so what was it?

1887 Oct 27th Executed by delivering a true
copy hereof to John R. Copeland Trustee & a
President of The Farmers' Bent of Nonsemond.

J. S. Rawls Sergeant of
The Town of Suffolk Va.

To Jno. R. Copeland Justice & as President of "The
Farmers' Bank of Hansemannd:

Please take notice
that on Tuesday, the 15th day of November 1887,
between the hours of 6 A.M. and 6 P.M. of that
day, before W. S. West Esq. Notary Public at his
office in the town of Valdosta, County of Lowndes
and State of Georgia, we shall proceed to take
the deposition of John R. Kitchen, to be read as
evidence in our behalf in a certain suit in
Chancery depending and undetermined in
the Circuit Court of Isle of Wight County Va,
in which we are Plaintiffs and John R. Cop-
eland Justice, and The Farmers' Bank of Han-
semannd are Defendants. And if, from any
cause the taking of said deposition be not be-
gun, or being begun, be not completed 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 it is completed.

Respectfully

Jno. R. Kitchen

Ella M. Kitchen.

By Counsel.

Kitchin J. R + E. M.

vs. 3 In chf.

Copel and Trustees et al.

Commissiⁿ to take
deposition

The Commonwealth of Virginia, to W. S. West,
a Notary Public for the County of Loudoun, Town
of Aldosta in the State of Georgia, Greeting:
Know ye that we, trusting to your fidelity and
prudent circumspection in diligently exam-
ining John R. Kitchew, a witness on behalf of
John R. Kitchew and Ella M. Kitchew, in
a suit now depending in our Circuit Court for
the County of Isle of Wight, between the said John
R. Kitchew and Ella M. Kitchew Plaintiffs,
and John R. Coplands Trustee, and the Far-
mers Bank of Leesden and defendants, require
you, that at such certain time and place as
you shall appoint, the witness aforesaid before
you you cause to come, and there diligently
examine on the holy evangelists of almighty
God, and his examination into our said
Court, without delay, you send and certify en-
closed. And have there this commis-
sion. Witness N. P. Young Clerk of our said Court
at his office, the 28th day of October 1887, in
the 112th Year of the Commonwealth.

N. P. Young Clerk.

1
Kitchens, perfd.

vs. $\frac{2}{3}$ In Chy.

Barrens Bank of Kansas, &c.

Deposition of
Jno. R. Kitchew

Nov. 1st of th. 1887.

Came to hand under
seal, and filed.

Teste, J. P. Young clk.

and I know the parties to
the suit.

2^d Int. He answers that I am
the son of Mary E. Kitchen,
and am brother to D. W. &
W. E. Kitchen.

3^d Int. He answers that I was
living at Windsor, Virginia, in
1882.

4th Int. He answers that I had
an opportunity of knowing what
disposition she made of the
money obtained by her.

5th Int. He answers that, to the
best of my recollection, she
bought some lots in Windsor
with this money, a stock of
millinery goods, some mules
and horses, carriages &c, for
farm and livery, and some fur-
niture for hotel in Windsor.

6th Int. He answers that I don't
know of any.

Answered, sworn
to and subscribed
before me, this
the 15th day of
November, 1887.

W. S. West,
M. P. & ex off. J. P.

John R. Kitchen

D. M. Kitchen
Walter E. Kitchen,
Infants suing by
Mary E. Kitchen
next Friend

vs
Jno. R. Capeland
Trustee of the Farmers
Bank of Nassau

Suit in Chancery

Georgia, Lanier
County.

By virtue of a commission from the Circuit Court of the county of the State of Wight, in the Commonwealth of Virginia, I have caused John R. Kitchen, the person in said commission named, to come before me, who being duly sworn, true answers to make to certain interrogatories thereto annexed, deposes and answers as follows:

To the first direct interrogatory he answers, that my name is John R. Kitchen, am twenty-five years old; residence at the present time is Valdosta, Ga., and manager for J. A. Wilmore & Co., Publishers, Richmond, Va.,

John H. Wright,
Attorney and Counselor at Law,

Subscriber to Sloan's Legal and
Financial Register and Mem-
ber of the Continental
Collection Union.

Suffolk, Va., 1888

Questions to be propounded to Geo. R. Kitchen by the
Notary in the Suit of D. W. Kitchen & Walter E. Kitchen,
infants, living by Mary E. Kitchen their next friend, vs
Geo. R. Copeland Trustee & The Farmers' Bank of Newsum and.

- 1st What is your ^{name} age, residence & occupation and do
you know the parties to this suit.
- 2^d What relations are you to Mary E. Kitchen and to D. W.
and Walter E. Kitchen.
- 3^d Where were you living in 1882, at the time Mrs
Mary E. Kitchen, borrowed \$1500⁰⁰ from the Farmers'
Bank and made a deed of trust upon the farm of
which your father did possess?
- 4th Did you have any opportunity of knowing what
disposition your mother made of the money thus
obtained by her?
- 5th State as far as you know, how she used that money
or what she purchased with it?
- 6th State how much, if any, of the \$1500⁰⁰ borrowed by her
was used in the payment of debts, legacies or ^{other} ex-
penses, as named in your father's Will.

1887 Oct. 29th Executed by delivering a copy hereof
to John N. Copeland Trustee and also as President
of the Farmers Bank of Kensington

F. H. Rawls Sergeant
of the Town of Suffolk Va

For 304

To Geo R. Copeland, Trustee and also as President
of The Farmers Bank of Haverhill.

Please
take notice, that on Tuesday the 15th day of No-
vember 1887, between the hours of 6 A.M. and
6 P.M. of that day, before W. S. West Esq Notary
Public, at his office, in Valcoosa, Lowndes Co.,
Georgia, we shall proceed to take the deposi-
tion of Geo. R. Kitchen, to be read as evidence
in behalf of the Plaintiffs in a certain suit
in Chancery depending and undetermined in
the Circuit Court of Geo of Wight Co Va, in which
Dixon W. Kitchen and Walter E. Kitchen infants
under the age of twenty one years, who are by
M. E. Kitchen, their next friend, are Plaintiffs
and Geo R. Copeland Trustee and The Farmers
Bank of Haverhill are Defendants, and
if from any cause the taking of said deposition
be not begun, or being begun, be not completed
on that day, the taking of the same will be
adjourned and continued from day to day or
^{at the same place and between the same hours.}
from time to time, until it is completed.

Geo H. Wright Esq.

Kitchensford

to John Chas.

James Bank
of Kansas and etc.

Commission to take
deposition

The Commonwealth of Virginia, to W.S. West,
a Notary Public for the County of Lowndes,
town of Valdosta, in the state of Georgia.
Know ye that we, trusting to your fidelity
and prudent circumspection in diligently
examining John R. Kitcher, a witness on
behalf of D.W. Kitcher and Walter E. Kitcher
infants, seeing by Mary E. Kitcher their next
friends, in a suit now depending in our Circuit
Court for the County of Isle of Wight, between the
said D.W. Kitcher and Walter E. Kitcher seeing
by Mary E. Kitcher their next friend, plaintiffs,
and The Farmers Bank of Massachusetts and
John R. Coheland, trustee, defendants, require
you, that at such certain day and place as
you shall appoint, the witness aforesaid,
before you you cause to come, and him diligently
examine on the holy evangelists of almighty
God, and his examination into our said
Court, without delay, you send and verily
enclosed. And have them then this com-
mission. Witness N.P. Young Clerk of our
said Court, at his office, the 28th day of
October 1887, in the 112th year of the Com-
monwealth.

N.P. Young Clerk.

Kitchen Lark, Ellen M

20

Copied and Inscribed

Depositions.

22 Nov 1887

Ans. That when you last sent
the money, to pay the Interest, it
was returned to you please
state whether at the same time
you sent new notes, and
if so. Whether they were
returned to you. Likewise
and if they were can you
produce them and file
with the Notary,

Answer. Yes. We sent new notes and
they were returned, The
Witness herewith files Two
notes, Dated Dec. 31-1886
which I file with the Notary
as part of her answer.

(Marked notes) Also Two
~~And further, This Depo~~
~~said not~~ Other notes, Dated
June 28th 1886. Marked notes
which matured and paid
Sept. 29th 1886) Ella M. Kitchen.

And further, This Depo
said not. Taken, and
subscribed and sworn to before
me, this 22 day of Nov. 1887-

Elements
J.P.

Notary

Dec. 12th

Q. 511

I only signed one deed
you do. now, recollect, that you
signed a note for \$92.³⁷ cents and
you understood at the time that
you signed another paper to
secure, that of \$92.³⁷ cents the
Interest on it and the interest
on \$1500 ⁰⁰/₁₀₀ dollars.

Answer.

I understood ~~I thought~~ I was
signing a paper to secure
the note of \$92.³⁷ cents and the
interest on that note, and
the interest on \$1500 ⁰⁰/₁₀₀ due by
my mother to the Bank, and
that was what I intended
to sign. I, willing to see
it was paid to keep
them from seeing the
Harm, at a sacrifice
as I understood as long as
paid the interest they would
not see it.

Remained,

Q. 11

you have said that you thought
you paid the interest on the
two notes of \$1500 ⁰⁰/₁₀₀ & of \$92.³⁷
up to the latter part of the year
1880—

Q. 50.

I have already asked you, once
if not twice, how ^{you} secured
to the Bank, the Interest you
have been speaking about
help. You understood, that you
were conveying your interest
in the Farm or some other
property, do you mean
that you thought you were
signing a paper, binding
yourself, to work and pay the
interest in case your
mother and Bro. Alice will
pay it

Q. Except to,

Answer,

Answer

~~By paying the interest on~~
I thought I was securing the
Interest, by promising to
pay it. Of course I ~~could~~ ^{would}
have to work, for the money to pay it
We had already given our note
for \$92 ³/₁₀₀ - cents. I do not know,
but I think we signed it that
day. I would like to explain
what I said last night about
how many papers I signed
I did not think you had
reference to the note, when you
asked how ^{many} papers ~~you~~ ^I signed

Surgeons to the 1st British Regiment
towards Mr. Hollara. I can only
speak for myself, I cannot
speak for the Family - My
assaults, vs Mr. Hollara, I have
not been bitten, - I had, no
prejudice on this account at
all, But always, have said
Mr. Hollara, was doing his duty
towards the Mr. Duck and the
Rank,

L. 49.

Recently, Mr. adjourning for supper
and, you have had further time
for thought and reflection, Please
say, If you can recollect
any other representation of
or conversation, or explanation
made by Mr. Hollara at the time
you signed the Deed other
than, what you have stated
yesterday & today, and if so
please tell what it was

Answer, I have, told all I remember
and doubt, remember, anything
else, now.

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Quipella. It is a fact that
N. S. Holland, has been acting
as atto. for Joseph H. Duck
and his Trustees, in selling
your Mother's House, House
Holds, Kitchen Furniture
under different Dec^{ts}, of
Trust, and acting as
atto for James R. Baker of
Suffolk. V^t in getting
Indem^{ts} on several notes
and acting as atto for the
Farmers Bank, in this suit
and, in another suit brought
by your younger Mother
and for these reasons, and
perhaps others are, not
you and your whole family
Very Bitter in your affairs
an Saida Holland! And do
you ~~not~~ think that these
feelings have led you
to some extent in this matter
2. Except as to,

Answer. First - I believe you to be
atto for Mr. Duck & the Bank
I did not know you to be atto
for Mr. Baker. I hear some
Indem^{ts} were gotten -

~~Answer~~

Question Expected to.
Philip Caution

Answer. The interest, was paid until
the 1st of Jan. 18. refused to
take it

Q. 4th. About two years ago, you say
that W. S. Holland presented a
paper to you started to read
it, stopped and explained it
you signed it after he
explained it and you have
sworn, that you had never
heard anything about the
paper, until it was presented
to you and that you think
W. S. Holland, carried it away
with him, after you had
signed it, and Holland
~~had carried it away,~~
and when Holland, had carried
it away did you at once
explain to your mother what
you had done, and tell her
all about it

Q. Expected to

Answer, I do not remember, whether I
did or not.

Q. 44.

You said last night that you did not examine the paper presented to you very carefully but that you thought that it contained several pages was it written or printed

Answer.

It was written what I saw of it

Q. 45.

You have agreed all of the time that you were to pay the interest on the Fifteen Hundred Dollars debt. How often was that interest to be paid

Q. Excepted to

Answer.

I think it was to be paid every three months.

Q. 46.

And you swear positively that it was paid promptly when due up to the last part of last year. (Wear here caution

Q. 46

Question Withdrawn

And you swear positively that the interest on \$2³⁷ cents and on \$1500.⁰⁰ does not was paid up promptly from the 21st day of Nov. 1886 when you signed the paper up to the last part of the year 1886

Q. 38.

In a register a letter

Answer I do not know.

Q. 39.

You know, it was sent back
that is all. you do know about

Ans - It, I sent it. (I saw, it ~~and~~
put in envelope, I know
it was sent to the Bank,

Q. 40.

Now you know, it was sent
to the Bank,

Answer. ~~Respectfully~~ acknowledge you had
of it ~~from~~

Q. 41.

When is the letter acknowledges
the receipt of it.

Answer. I did ^{not} say they acknowledge ~~it~~
by letter.

Q. 42.

Now did they acknowledge
it.

Answer. They, acknowledge, it through
my Brother John R. Kitchen
and he will swear to it to
this day - if it, necessary to prove it

Q. 43.

All, you know, about the Banks
receiving and returning, that
money is what John R. Kitchen
told you

Answer. I know, the money was sent from here
and, ^{and} Col. Leavelle. More matters
not, ^{other} but I will not be positive
about that

Answer. He kept it paid up, until the Bank refused to be with the interest, he sent the interest to them and they sent it back. Mother, sent the interest -

Q. 34. When was that done

Answer. It was sometime in the latter part of last year. I know it was sent and I know it was returned.

Q. 35. Was it one month two months or three months before Christmas,

Answer. I do not know exactly. I don't think it was three months -

Q. 36. How much money was sent back

Answer. I do not know.

Q. 37. How was it sent back

Answer. I think it was sent back, in a letter but I am not positive.

Answer. I have always had my
Living to work for, since my
Father's death. ^{which was on 7th Feb^y} The
first year, after my Father's
death, I did not have to work or
hard, but since that
time I had to work hard.

I do not remember I ever
made use of such remark,
and if I did it has been
since I found out, that
I had signed such deed
I found it ^{out} about two months
before my Mother's Interest
was sold in the Farm, and
I heard it was to be sold
sometime before I read the
Advertisement in Suffolk
Herald and when ^{I read that} ~~there~~, I found
that my rights and John R. Pitkin
were to be sold but I did not
understand ^{how} that could be
done.

Q. 33.

In your examination in chief
as long as you and John
and your Mother kept certain
Interest in the Farm. Was
not to be sold, by the Bank
now. Long did you keep the
Interest paid up.

Answer. He did not.

Q. 30. After signing that paper did you not say here in this Room or in some part of this House, in the presence of, Mr. L. A. P. Abbe and your mother that you had given up, all your interest in the Farm, for the Benefit of your mother.

With up her cautions and

Answer. I most foolishly say I did not.

Q. 31. Did you not, at the same time and same place use other words, to the same effect, and meaning

Answer. I certainly did not.

Q. 32. And you most solemnly and sincerely deny that ^{you} told anybody, that you had given up, your interest in the Farm and that you expected to have to work for your living (expected to

Answer, I will not say positively as to whether the deed was in this house two or three days before I signed it. But if it was I knew nothing of it. I did not read or examine it

Q. 27. What was done with the deed after you signed it

Answer. I do not know. But I think it was sent to the Farmers Bank, By Mr. Hall and it was, certainly not sent by me.

Q. 28. After you signed the deed and Hall and White away did he carry the deed with him

Answer. I do not know. But I think he did

Q. 29 At the time you signed the deed, did not W. J. Hall and tell you that if you signed that paper, that in his opinion you would never have any more right in the Farm. With this caution.

Q. 24. From whom and how did you understand that

Answer. I understood that from Mr. Hollander, when I signed the paper.

Q. 25. Did not you, you must have known that before you signed the paper

Answer. I don't think I did, I don't know about that

Q. 26. In your examination in chief you have said that Mr. Hollander presented a paper to you started to read it, stopped reading and told you it was a mere form and it was only intended to secure some interest as you have several times stated, now is it not a fact, that Deed was here in your house a day or two before you signed it?

Witness was asked to be careful in answering this question

Q. 21. How long more, you to have to pay
the thirty £100.000.000. Thirty
seven cents

Answer. I do not know, But I understood
that as long as we paid
the interest on it they would
not make us pay it.

Q. 22 How long did you understand
that you were to have to pay
interest on the Fifty £100.000.000.
Debt due by your
mother to the Bank.

Answer I understood, as long as we
paid the interest they would
not sell the Farm

Q. 23. ^v What did you understand
would happen if you failed
to pay the interest as you
stated you were to do

Answer I understood that if the Mother
John or myself refused, or
could not pay the interest
that they would sell the
Farm But as long as we
kept the interest paid they
would not sell it

Q. 20. How did you think it would be
yourself eventually

Answer ~~I meant by this my Mother~~
& if they or anybody else sold
it at a sacrifice. This money
has not been as much
for me at Mother's death
We thought then Mother
had the right to see it

The Plaintiff's counsel
gives notice that any cross
examination of this witness
must be confined to matters
brought out on the examination
in chief or the defendant
must make the witness
their own, on any other
matters.

The counsel for the defendant
reply: That he has and
will cautiously avoid making
the witness his own and
refuses to be bound by
anything she may say

Q. 18.

Explain how it would ^{be} to your interest. ~~Would it be better to~~
~~your interest to prevent a sale~~
of the Farm by the Bank, ~~at the~~ the
time you sign the paper.

Answer.

It ~~is~~ was simply because the
Debt of Fifteen Hundred
Dollars, due to the Farmer's
Bank, was not half the
value of the Farm, and that
was all they care to get out
of, and might have sold it
for that, and might have
sold it for the Debt, that
mother owed them,

Q. 19.

At the time you sign the paper
you thought the sale of the
Farm, by the Bank, would be
a sacrifice, and that a
loss would be sustained
did you think it would
be your loss or your mother's
loss.

Answer.

I thought it would be her
at the time and, ours. Eventually

Q 17.

In your examination in chief you say you signed a paper presented to you by W. T. Holland to secure the Farmers Bank of Transum, of ninety ^{cents} two Dollars & thirty seven cents, and also to secure the interest on it, and the interest on fifteen hundred Dollars due by your mother to the Farmers Bank. Now did you understand, that you were securing this ninety two Dollars & thirty seven cents, and the other interest

And

I did understand, that I was signing a paper, to secure the Farmers Bank, for the ninety two Dollars, and thirty seven cents, and the interest on it, ^{interest} and fifteen hundred Dollars. — I meant to work, and to sign it. If my mother and Mr John could not or refused to pay it, I did not want the Farm, sold at a sacrifice because I knew, it would be ^{our} ^{not} ⁱⁿ ^{the} interest, to let ^{it} be sold at a sacrifice

Q. 14

Has it not, been as much as
Two Years ago.

Answer.

I do not remember. It was a long
time after she got The Deed
of Trust on the Organ, before
I knew. She had given it after
Edward, she had given a deed of.

Q.

Trust on the Organ I told her
I wanted my money

Q. 15

Has it before you signed the paper
presented to you by Mr. Hall and that
you told your Mother that you
would not take the Organ
in part payment of your
Legacy

Answer.

I Don't know when it was,

Q. 16.

Was it this year

Answer.

I am sure it was not this
year, at least. I do not
think it was, I am not
positive

Q. 12.

In your examination in chief, you say, that you have known been paid the One Hundred and fifty Dollars Legacy left to you in your Father's Will or, any part, thereof, and, in a Bill in exchange filed by your Mother as the Capt. Friend, of D. W. & W. E. Kildner she makes Oath that she had paid you, your Legacy will you be kind enough to tell me, whether you are, correct, or, whether your Mother's correct,

Answer. I know, she bought an Organ with the expectation of my taking it as part payment of my Legacy; and she gave a bond of \$1000. on the Organ, so I did not get a right to it and it was sold

Q. 13.

When did you refuse to take the Organ, as part payment of your Legacy

Answer. I do not know. But sometime after I became of age

Answer,

I do.

Q. 10.

Do you also mean that said Holland, in his explanation and conversation to you and your Mother, when you signed the paper, that said Holland did not allude to your interest in the Farm

Answer,

I do say, that he did not, say anything to me, as regard to my interest in the Farm at that time, or in the connection my signing that paper

Q. 11.

You will please excuse me, but I want to ask you, if you are not as sure, and as certain about the correctness of your three last answers, as you are about anything, which you have testified to, in the course of your examination

Answer,

When I say I know it, I know it, and do not say so, unless I do.

I Want to know, if your Father
did not, leave, other Estate
other than, the Farm, on which
he died

Q. Except to

Answer, I do not, know, But I
believe, he, did. I think he a
small piece of Land in Kansas

Q. 8- Do you mean to say that you don't
know, surely and positively
whether your Father owned any other
property at his death, or not
except, the Farm, on which he died?

Q. Except to

Answer I know, he owned personal
property

Q. 9. When you say, all along in your
depositions, that if said
W. S. Hallant, had told you
anything about conveying
your interest in your
Father's Estate, you would
have been, signed the paper
which he presented to you,
do you mean to say that said
Hallant did not, tell you,
you were conveying your
interest in the Farm on which your
Father died

he presented you, would be
conveying any interest in
your ^{the} Father's Estate, do. You
now, say, that said Holland
made, no, such allusion.

Answer. I, do.

Q. 5. If, said Holland, had, told you
that you were, conveying any
interest in your Father's Estate
would, you, have signed the
paper.

Q. 6. I would not.

Q. 6. What did said Holland tell
you, about, conveying any
interest in the Farm on
which your Father died of,
anything. What did he tell you

Answer. I do not, remember, his telling
me, anything about conveying
my interest in the said Farm

Q. 7. In your examination in Chief
your counsel has been fit
to use, the words, (your Father's Estate)

Q. 2.

X

In your Examination in chief I understand you to say, that you did not intend to convey to John R. Copeland, Trustee your interest in your Father's Estate

Answer. I did not, so, intend to convey my Interest

Q. 3

At that time what interest did you have in your Father's Estate, which you did not intend to convey

Answer. I claimed, a Legacy of one hundred and fifty dollars, and my portion or one fourth Interest or share at the death of my Mother

Q. 4.

You also, stated in your examination in chief, that Mr. Holland, who presented the paper, and made certain explanations, repeated by you, made no allusion in any manner, to the fact, that if you signed the paper, which

Answer. I don't know.

Q. 20. When he left here where did he start to.

Q. Except to

Answer. He said he ^{was going} ~~started~~ to Florida

Q. 21. What did he say he was going to Florida for.

Q. Except to

Answer. He said he was going to see Books.

Remains

Q. 1. You have said ~~an answer~~ ^{on cross examination} to Question No 16, that as you understood, your brother and sister don't owe the Bank any money now. Please state ~~whether~~ ^{if} you know whether they have paid to the Farmers Bank, the money which they agreed to secure

Answer. I understood they paid it further this deponent said not.

Walter E. Kitchen

confined to matters elicited
on the Examination in chief
or on any other matters. The
defendants must be the Witness
their Own.

Answer. The last time I heard from
him he was in Georgia
engaged ⁱⁿ Booth Business, as
Agent for Richards New and
Complete Analyses of the Bible

Q. 18. Didnt you Mr. John leave
him last Spring, and go to
Richmond and stay awhile
then go to Alabama, where
he remained awhile - and
from there to Arkansas,
and stay a little while
and from there South Carolina
and from there, to Georgia.

Q. Excepted to,

Answer. Not as I know of

Q. 19. Didnt he go from here to Richmond
and stay awhile

Q. Excepted to

~~Answer~~ The cause for Plaintiffs said
to the Witness, answer, What you
know

Answer. | I don't know, who. was. to pay
before. The paper was signed
after that was signed. We
all ^{work} ~~work~~ and paid the
interest

Q. 14 Then the money, secured by that
paper, as you understood it
has been paid {

Answer. Yes -

Q. 15 Who. was it paid to.

Answer. The money was paid to the Farmers
Bank,

Q. 16. Then, they say you understood it
your. Bro. and sister don't owe
the Bank. any money now.

Answer. Yes. Sir, That is the way I
understand it

Q. 17- You. have been speaking about
your. Brother John & sister Ella
Where is John. now. and what
is he doing

Counsel for Plaintiff gives notice
that the crop examination must be

part printed and part written

Answer. Written with pen & ink

Q. 10. Was the paper, white or yellow
Q. Excepted to

Answer. White,

Q. 11. You understood, you say, that your
Brother and sister were to sign
a paper securing some
interest money, what ~~do~~ you
mean by (securing) money

Answer. What I understand by securing
money - One fails to pay - the
others have to pay

Q. 12. In that case who had failed
to pay

Answer. My Mother owed the Farmers
Bank some interest,

Q. 13. And if your Mother failed to pay
what she owed the Farmers Bank
then, who was to pay it - according
to your understanding securing
money

or, by your Mrs. John, or sister Ella
 Answer: Nothing else, I remember, of
 any interest

Q. 6. Was anything said about the Farm
 at all, of interest or of no
 interest except that the Farmers
 Bank, would see it, 3

Q. Excepted 5th.

Answer: Nothing I remember.

Q. 7. Didnt you see your Mrs. and
 sister sign a paper.

Answer: No I did not see them sign
 the paper, I went out after
 some Wood

Q. 8. Was it day time or night time

Answer: Day time as well as, I remember

Q. 9. Did Hollander call the paper
 the Wanton signed, a deed.

Answer: I dont remember what
 he call it

Q. 10. Was the paper printed or written
 with pen & ink or was it

Answer. Live as her - with. My Mother - My
Mothers and sister have been
here a part of the time and
been away part of the
time

Q. 2. Do you not now live with your
Mother your Bro. D W Kitchen
and Sister Ella. Maie Kitchen

Answer. Yes Sir

Q. 3. Tell me the names of all who
were present, when you heard
the conversation you have
already repeated, on the
occasion, when your sister
and Bro signed the paper.
to secure some interest as
you say

Answer. Mr. Holland, John, Ella, and
myself was acc. that were
in here.

Q. 4. Did John and Ella have any talk
on that occasion

Answer. I did not hear them

Q. 5. You say that Holland told
you, Bro. & Sister that if they
did not sign the paper presented
the Bank would see the Farm
right away - Was anything else
said about the Farm by Holland.

Q. 3. to secure some Bank Interest Money. He said if they did not sign it they would see the Harm. Right away

Q. 4. Do you remember whether or not any note for the interest said to be due at that time was presented to your Mother and Sister for their signature

Answer, No. Sir I don't think I do

Q. 5. How long has it been since that paper was presented to your Mother and Sister for them to sign

Answer. Been about Two Years

Defendants Counsel without claim of his rights, proceeds to cross examine this Witness -

Q. 1. Where and with whom ^{have you seen} since the paper was signed

is understood & agreed shall
apply to this Witness also

Answer. I was present, Mr. W. S. Halland,
Presented it, well, I remember
Mr. Halland came, here with
some papers, for them to
sign, something; About
securing some, my mother
got, behind, due, the Farmers
Bank, I understood it to be
some Interest Money due,
Hall, I don't know, that I know,
any more.

Q. 3

Do, you remember, any conversation
which occurred between Mr. Halland
on the ^{one} part, and, your Mother and
sister on the other, or, any explana-
tion made to your Mother and
sister about what was the object
of the paper, which they were
asked to sign, or, what would
be done if they refused to
sign it

Answer I remember Mr. Halland telling
them, if they signed the paper
that as long as Ma. paid
the interest, the Farmers Bank
would not see the Farmers - The
explanation as I understood it

The further taking of these
depositions adjourned, until
tomorrow morning at 9 o'clock
A. M. Hennrich, J. P.

Nov. 22nd 1887. Pursuant to
adjournment, taking of
these depositions resumed

Walter E. Kitchen being first
duly sworn, deposes, and
says as follows.

Q. 1. What is your name, age,
occupation and residence

Answer. Walter E. Kitchen, age, Eighteen,
years - Residence, Windsor Cole
of Wight co, Occupation, School
Boy.

Q. 2. Where you present on the occasion
when ~~the~~^{above} was brought to your
Brother R. Kitchen and sister
Ella, Jr. then to sign and if
so state who brought it, and
what was said & done?

Note

The same agreement - but before
made, objections to questions & answers

Answer. I did not examine the paper
But am sure it contained
several pages.

Q. 27. How many times did you write
your name on that paper
Q. Except that to

Answer. I can't remember. I signed
it once

Q. 28. Do you remember the day of the
week you signed that paper

Answer. I do not.

Q. 29. You speak of signing a paper
to secure the "Farmer's Bank"
for giving Two Dollars and
Thirty seven cents, and
the interest on that sum
and the interest on Fifteen
Hundred Dollars, What
do you mean by securing
the interest on these
Two sums of money?

Answer. I meant by securing the interest
paying it or seeing that it
was paid

Q. 23. I now understand you to say you signed two papers and I correct.

Answer. I say as I said before, I signed a paper securing the

~~Q. 24.~~ Farmers. I paid for the Ninety Two Dollars and thirty seven cents interest and also for the interest on that and the fifteen hundred dollars.

Q. 24. Did you sign more than one paper.

Answer. I did not.

Q. 25. Are you positive you did not sign but one paper.

Answer. I think I am

Q. 26. Describe as nearly as you can the sign of the paper you signed, I say whether it contained one page or more than one

Q. Excepted to

Q. 20. How many papers did you sign
Q. Excepted to

Answer. I signed as I thought and
intended one paper, securing
the Bank, for the Fifty Two Dollars
and Thirty Six Cents Interest
then due. and also, for the
Interest, on that note of
Fifteen Hundred Dollars

Q. 21. How many different papers did
you sign on that occasion

Answer. I signed, just, told you,

Q. 22. I understand you to say that
you signed one paper, and
one paper only and you
put your name on that
paper, in one place and
one place only, ~~and~~
I correct.

Answer. I said I signed a paper
to secure the Farmers Bank
for the Fifty Two Dollars and Thirty
Six Cents interest and
also, for the interest on that
and the Fifteen Hundred
Dollars —

Answer. Before I signed

Q. 19 I understand you to say, that the deed was presented to you by Mr. W. S. Halland, and the explanation made by him, which I have already stated in these depositions and, you immediately signed the paper, and I correct it so, which paper did you then sign

Q. Excepting, to

Answer. ~~I do not~~, After Mr. W. S. Halland, came in the room and stated his business, I consulted my Brother Kitchen, as to whether I must sign the paper, or not, Mr. Halland, then explained to us as I have said before, the paper he had, and I signed it, not thinking or believing I was signing away my interest in the farm

Q. 15 When, you expecting such thing
to happen

Answer I have not,

Q. 16. Did you consult your
Mother or Bro. before
signing it?

Answer. I consulted my Brother C. R.
Kitchen, I regarded, to signing
the note or deed for the interest
on the Fifteen Hundred dollar
and I understood, that was
it, and not, the deed of
Trust, for the Fifteen Hundred
Dollar. That we were
going to sign

Q. 17. When, ~~did~~ you consult your
Brother John R. Kitchen
Excepted to

Answer. The day I signed it (in this
room alluding to the room
of the State)

Q. 18. Did you consult with him before
you signed or, after you signed

1
Answer. The. Thoughts, of by signing a
paper. to secure the Interest,
Knowing of. it was not paid
by my Mother, That my Mo
and myself, were responsible
for it, and I knew, That
I would have to work, to
make the money to pay the
part, That I would have
to pay,

Q. 13. You say the deed was presented to
you, in this Room, in the day
time, How long after it was
presented ^{to} you, ^{before} you signed
it

Answer. No longer than it took Mr.
W. S. Hallam, to Explain
it as he did

Q. 14. Did you know the deed would
be presented to you before
that time?

Answer. I did not.

Q. 11.

"Be. Kind enough to say, what enables you, to recollect the time place, and, what was said when you signed the Deed, when you cannot recollect, whether you were living in Southampton county or in Calverly county and cannot recollect whether you were teaching school, ~~and~~ cannot recollect whether you came home on a buggy or not, just before signing the Deed

Q Except as to

Answer.

"For the simple Reason I have not, I have my Memory with such, But, I do remember, well what was said to me in regard to the paper, I suppose, because ~~that~~ it was, of more importance

Q. 12.

What caused you to lose your Memory, in regard to what occurred when you signed the Deed

Q. 8.

At the time you signed that Dead
Where. You. Living at Home, or
somewhere Else, the most
of your time

Q. Except to be

Answer.

I was, Living somewhere
Else, the most of my time

Q. 9

Where. Where. You. Living

Q. Except to for reasons
to refresh her memory, by
looking at the Dead,

Answer.

If I mistake not, I was living
over in Southampton being
at my Uncle's Teaching school.

Q. 10.

Are you not as certain and
a sure ~~and~~, about where you
were living and doing
as you are about what
was said to you when you
signed the Dead

Answer.

I am not.

Q. 3. Who was present.

Answer. I. R. Kitchen, Eddie Kitchen
W. S. Holland, and myself

Q. 4. Who else was present

Answer. No. One else.

Q. 5. Was it present with you in day
time or night

Answer. In the day time

Q. 6. When had you been that day

Answer. I was here. I had not been
anywhere as I remember.

Q. 7. When you signed that Deed
had you not, within a
few hours or few minutes
come alone, in a buggy
driven by a young man

Q. 8. Explain to

Answer. I don't know, or
remember anything
about it

or any fact, Thereof provided
for you in your ^{at} Father's
Will,

Answer, I have not.

Present, H. S. Holland, Defender
Counsel, Without Waiver
to Cross, Examine this Witness,

Q. 1 In your examination in chief you
have testified in regard to a
Deed signed by yourself and
John R. Kitchen to J. R. Copeland
Trustee, when, and where was
that Deed presented to you,

Answer, It was presented to me the day I
signed it, ⁱⁿ this Room in the
Parlor, of the Hall in the Village
of Kindred (Va) &

Q. 2, What day did you sign it
Q. Excepted to —

Answer, I do not know.

~~Q. Excepted to, for reasons.~~

Answer, He did not.

Q. 7.

State whether or not, you understood that relation Mr. Holland, sustained to the Farmers Bank, at the time he brought the paper to you and made the explanation he did

Answer-

I understood Mr. Holland, was attorney for the Bank,

Q. 8.

State whether or not, in the explanation made to you of the meaning of the paper presented to you it was stated that you were conveying your interest in your Father's ~~Estate~~, to secure the ^{of} Fifteen Hundred Dollar note, made by your Mother,

Answer.

It has not. If it had been I never would have signed it.

Q. 9.

Have you ever recd. the Legacy

Q. 4.

State, Whether or not, the Bank did advertise said farm for sale soon after, refusing to receive the money sent to pay interest in the latter part of the year, 1886—

Answer,

They did.

Q. 5

When did you first become aware, that the Farmers Bank, claimed to have a Deca from you, Bro. and yourself for your interest in the Land, to secure the Fifteen Hundred Dollar Note.

Answer,

Not until, sometime after they advertised the farm for sale

Q. 6.

In the Explanation made to you by Mr. Holland, of what the paper presented to you meant, state, Whether or not, he said anything about securing the Fifteen Hundred Dollar Debt.

but, they returned the last,
interest - & sent them
saying they would not read,
the interest any longer but
would advertise and sell
the farm, I did not read
the paper, Mr. Holland, commenced
to read it to me and he said
it was a mere matter of
form, and he would explain
what it meant or what was
in it, He said that it
was merely, to secure the bank
for a note of ninety two
dollars and thirty seven
cents, and the interest on the
fifteen hundred dollar
note, and also the interest
on the ninety two dollars &
thirty seven cents, note,

Q. 3.

It appears, that you and your
bro. John, Endorsed for your
mother, a note, for ninety two
dollars, and thirty seven
cents, for what was that
note given

Answer. It was for interest then due
on the fifteen hundred dollar
note, which she could
not pay

Her. Made to you, who brought it
and what promises were made
whether you read said paper
or whether it was read and
explained to you

Answer: Mr. W. S. Holland brought the paper
to us, and told us that unless
we secured the Farmers Bank
for the principal Two Dollars and
Thirty Seven Cents, also the
Interest on the Fifteen Hundred
Dollars, that the Farmers
Bank, would sell the
Farm. He also said if we
would consent to secure
them, for the principal Two Dollars
& Thirty Seven Cents note
given by my mother, and
would keep the interest on
the Fifteen Hundred ^{dollars}, said
they would promise not
to sell the Farm so
long as we did so. We
agreed to do that. He said
the interest on both notes until
the latter part of the year 1886, and
would have kept on paying it

Q 1.

What is your name age, Residence
and Occupation

Answer.

My name, is Ella. Main Kitchen
My age, is Twenty Seven years
Residence Hudson, Isle of Wight
County Va. Occupation a
School Teacher

Q. 2.

Among the papers, filed in
this cause I find a paper
a copy, of what purports
to be a deed from, your Bro
John R. Kitchen and yourself
^{John R. Kitchen & Co. Trustees}
for your undivided interest
in the Farm near Hudson on
which your Father died
to secure, a debt of Fifteen
Hundred Dollars, due
by note made, by your Mother
and for which she had given
a deed of trust, on said
Farm also, another note,
of Twenty Two Dollars, and
Thirty Seven Cents made by
your Mother, and endorsed
by your Bro John, R. Kitchen
and yourself. Please state
where occurred when said
paper was brought to
you and what representation

The Deposition of Ella M. Kitchen
and others taken before me
Pursuant to Notice here upon,
to be read as Evidence in behalf
of the Plaintiffs in a chancey
Suit pending and under
minors in the Circuit ^{Court} of Salem
of which in which John R
Kitchen and Ella M Kitchen
are Plaintiffs and John R Capeland
Leslie and the Farmers Bank of
Newbern, are Defendants.
Present

John A. Wright for
Plaintiffs
R. H. Rawles for
the Defendants

It is understood and agreed that
any exceptions to questions asked
may be taken in court upon
the trial of this cause as
fully, and conclusively
and with the same effect
as if specially set out in
this record.

Miss Ella M. Kitchen being first
and sworn. In the Plaintiffs
deposition and says as follows

John R. and Ella M. Kelsch
3^d

John R. Copeland & Justice and

~~For~~ The Taking of Depositions
in This Cause Was adjourned
from the 1st to 5th of Nov. 1884
and from the 5th to the 19th

Elements

N.P.

1887. Octo. 27th: Executed by delivering a
true copy hereof to the within named R. H. Rawls
attys.

R. H. Rawls Sergeant of
The Town of Suffolk Va

I certify that I Executed the within cer-
tificate on the 25th day of October 1887 by
serving a copy hereof on W. S. Holladay
in person

A. H. Ashburn

Subscribed and sworn to before me this
5th day of Nov 1887

Thos. H. H. H.
Notary Public

To Wm S. Hollard & R. H. Rawls, attys for the
Fanner's Bank of Hays and al.

Take notice

that on Tuesday, the 1st day of Nov 1887,
before J. J. Clements, Notary Public, in the vil-
lage of Windsor Va, between the hours of
6 A M and 6 P. M of that day we shall pro-
ceed to take the depositions of J. E. Helms &
others, to be read as evidence in our behalf in
a certain suit in Chancery depending and
undetermined in the Circuit Court of Isle of
Wight County Vaⁱⁿ which we are Plaintiffs
and Geo. R. Copeland & Trustees al are Defend-
ants. And if from any cause the taking of
said depositions be not begun on that day
or being begun they be not completed on
that day, the taking of the same will be
adjourned and continued from day to day
or from time to time until they are comple-
ted.

Geo R Kitchener

Ellis M. Kitchener

By Counsel.

Farmers Bank of

Misemond et al.

Edo.

Kitchen et al.

Depositions

Came to hand Dec. 5th
1887, under seal of
J. P. Young et al.

This note by request of parties thereto
are attached to the depositions.

J.B. Penner

A note.

It is agreed that the depositions thus far
taken in the Court of John R. & Ella M. Kitchen
en vs Farmers Bank of Canada & Geo R. Cop-
land ^{Trustee} may be read in this Court of Kitchen
per fund vs said Bank and said Copeland ^{Trustee}
in so far as they relate to the application
of the ~~for~~ proceeds of the \$1500 note made
by M.E. Kitchen and discounted by
Farmers Bank Sept. 1882, but this agree-
ment shall not in any way affect
any question arising as to the admissibil-
ity of said depositions and shall not
affect in any way any exception raised
to any question or to any answer.
Given under our hands this 2nd day
of December 1887.

R.H. Bowles } s.d.
W.S. Hallen }
Mott, Wright & Co.

OFFICE OF

JOHN B. PINNER,

ATTORNEY AT LAW.

COURTS:

NANSEMOND, ISLE OF WIGHT AND SOUTHAMPTON
COUNTIES.

Suffolk, Va., _____ 188

Virginia

County of Nansemond to-wit :-

I, John B. Pinner a Notary Public for the County of Nansemond in the State of Virginia do hereby certify that the foregoing depositions of W.S. Holland, John King, C.A.P. Abbitt and John R. Copeland were duly taken sworn to and subscribed to before me at the times and places and for the purpose therein mentioned

Given under my hand this second day of December 1887.

John B. Pinner
Notary Public

Notary's Fee \$18.00

Postage 32

Total \$18.32

Paid by the Defendants

John B. Pinner

had been lead to sue out the injunction by that very act viz:-the asking for a deed from John R. & Ella M. Kitchen conveying their interest in the farm

(Excepted to .)

Ans. I think so, sir.

Ques 2.-- Do you not know that this defense to this conduct on the part of M.E.Kitchen was promulgated around Windsor by M.E.Kitchen John R.Kitchen Ella M.Kitchen and others ~~and others~~ known to be their intimate friends and acquaintances?

(Excepted to)

Ans.-- Yes sir..That was the reason given .

Ques 3. When the lawn party took place, what connection had you and Mrs Kitchen with the church?

(Excepted to)

Ans. We were both members of that church.Mr Deans,Mr. Nelms I think and myself had been appointed a committee to see that nothing improper went on in the church .To pacify some of the members who opposed holding it in the church, this committee was appointed.

Ques 4-I understand that you and the Kitchens have lived at Windsor for the last five or six years, that at different times you have been rail-road agent, principal of the graded school, member and deacon of the Baptist Church, where Mrs Kitchen belonged, been on committees in the church, now during all these vicissitudes in life have you not been the friend and intimate acquaintance and associate of the Kitchens and have you not been all the time as friendly with them as you have been with W.S.Holland or anybody else in Windsor?

(Excepted to)

Ans .---I have.

Ques 4.---You do not mean that Mrs Kitchen unbosomed herself to you at any of these interviews by confiding any secret or by telling you directly or indirectly that what she was saying was in business confidence, in family confidence, in social confidence or in any other ~~kind of confidence~~ *Kind of confidence (Excepted to)*

Ans.--- I do not.

Ques 6. Is not the intimation and insinuation made here to-day to the effect that you were breaking a trust or exposing a confidence or aiding the defendants or their attorney absolutely untrue, absolutely unfounded by the facts and circumstances of the case? except so far as

(Excepted to) you have stated ?

(Excepted to)

Ans.---It is absolutely .

Re-cross-examination.

Ques 1.--- You have said that at the time of the lawn party referred to you were a member of, and deacon in the Baptist Church at Windsor, are you a member there now and if not, when did your membership terminate, and did it terminate in a friendly spirit with the members?

(Excepted to)

Ans.---I am now a member of the Christian Church at Windsor.I am not a member of the Windsor Baptist Church, was expelled from that church some time last spring on account of having a personal difficulty with the Rev. J.F.Deans, pastor of the church .I was expelled at a called conference of that church, in my absence, when it was impossible for me to be present, and without a hearing .The Kitchen family stood by me in this affair and were exceedingly bitter against Mr Deans in the matter.I dont think that Mrs Kitchen and Rev. Mr Deans are on speaking terms.

~~Latter part of answer excepted to by~~

(First part of answer excepted to by counsel for defendants)

A (Latter part of answer excepted to by counsel for plaintiffss)

And further this deponent saith not.

C. A. P. Abbott

See next page for certificate.

Ans.-- I do not remember .

Ques 48.-- When, and to whom did you communicate the subject of those conversations?

Ans.-- I dont remember that I have ever communicated them to anybody

Ques 49.-- Was no one else present at any of them besides yourself and John R.Kitchen ?

Ans.-- I think it very probable that there were .We were together very much ~~along~~ around the depot, stores and the rail-road, and I only meant to say that I had frequently heard Mr. Kitchen speak of the matter

Ques 50 Were not all your interviews with him confidential ?

Ans. No sir.

Ques 51.-- If there was no one else present how could they be otherwise ?

(Excepted to)

Ans.--- I never understood that conversations between two persons when no one else was present were necessarily confidential.

Ques 52.--- In your answer to Ques 7. you have said that one of the three remarked that the deed was brought there and left there by Mr. W.S.Holland ,but you do not know which one made the remark ,how do you know that that remark was heard by John R. or Ella M .Kitchen ?

Ans.-- I think the remark was made by Mrs Kitchen .John R. and Ella May Kitchen were both in the room and nearer to their mother than I was .They can both hear well and I presume heard.

Ques 53.---Had you ever heard from any other source what was the amount of the note due by Mrs Kitchen ~~due by Mrs Kitchen~~ to the Farmers Bank, and for which she had given a deed of trust ?

Ans.---I dont remember than I had .

Ques 54.----Did you not know that she owed the bank fifteen hundred dollars ?

Ans.-- Yes sir.

Ques 55.-- Had you not heard it from her ?

Ans.-- Yes sir I think I had.

Re-examination.

Ques 1.--- You have been asked a good deal about confidential communications ,family privacy, &c,&c., now is it not a fact that as soon as it became known in Feb 1887, that Mrs M.EKitchen, as the next friend of D.W. & W.E.Kitchen, her children, had sued out an injunction restraining the bank from selling under a deed of trust made by said M.E. Kitchen herself that s-he and her children namely John R. and Ella M.Kitchen sought to defend that course by telling you and others that John R. Kitchen and Enla M.Kitchen had been called on to sign a deed for their interest in the farm by the bank, ^{and} that the two infant

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be called as a witness.

Ques 40.-- Do you mean to say that you did not know that Mr. W.S.Holland was the counsel for the Farmers Bank, and that this was a suit against the Farmers Bank ?

Ans.--I knew Mr. W.S.Holland was counsel for the Farmers Bank in a suit against Mrs. Kitchen, but I did not know he was counsel in this case

Ques 41.-- Did you tell him of the conversations you had had before the institution of this suit ?

Ans.-- The suit must have been instituted because Mr. Holland spoke of a bill which had been filed .

Ques 42.-- About what time did you first mention it to him ?

Ans.--- It has been some time ago . I don't remember now, possibly two months, may be more.

Ques 43".---You have spoken of a conversation with John R. Kitchen in the depot of the N. & W. R.R., did that occur while you were agent or since ?

Ans.--- Since.

Ques. 44.-- Who else was present ?

Ans.-- I dont remember who else was present.

Ques 45.--- When did that conversation take place ?

Ans.-- I dont remember the time .It was some time last year. I had frequent conversations with Mr Kitchen and have frequently heard him speak on this subject.

Ques 46.-- When did you cease to be agent of the rail-road at Windsor?
(Excepted to.)

Ans.--- IT was the 5 day of March 1886.

Ques 47.-- How long after that time before you had the conversation with John R. Kitchen ?

Ans.-- I cant say .I think possibly it was soon after I was made principal of the graded school at Windsor. ,which was in October 1886.

Ques 47.---Where did you have any other conversations with him besides the one in the depot ?

Ques 35.--And you did not consider it a breach of confidence or a violation of intimate acquaintance and friendship to reveal to others most interested in knowing, the subject of conversations thus held?

Ans. I do not.

Ques 36.--- Did you seek to elicit from the parties any information on the subject about which you talked?

Ans.--I did not.

Ques 37.---Then I understand that they voluntarily unbosomed themselves to you, their intimate acquaintance, and you without hesitation revealed the substance of all they told you?

(Excepted to.)

Ans.---I am not aware that they unbosomed themselves to me on account of any intimacy of friendship, or on account of any trust imposed in me. I am aware that Mrs Kitchen is in the habit of talking freely of her affairs with most any person with whom she is acquainted. I did volunteer and tell Mr Holland in his office what was said to me expecting that would be the last of it. I did upon his request put in writing what was said, he seeming to think it would be of service to him in defending an attack upon him as a gentleman, deeming it to be my duty. I came to testify in this cause because I was summoned. This is all the volunteering I have done.

Ques 38.--Do I understand from the latter part of your answer just given that you volunteered to become a witness in this cause?

Ans.-- I did not volunteer to become a witness in this case, I did not wish or desire to be.

Ques 39.-- But you did volunteer to give Mr. Holland the information to which you have testified, knowing that he was counsel in this cause and had every reason to believe that you would be summoned as a witness, did you not?

(Excepted to.)

Ans.---I did volunteer to give Mr. Holland the information, but I did not know that he was the attorney in this case. I heard him say that Mr Young had shown him the bill, and I did not expect at that time to

friend or enemy.

Ques. 31.-- In all the conversations which you claim to have had with Mrs Kitchen , John R. Kitchen and Ella M. Kitchen I understand from you there was no one present except yourself and the members of her family at that time and you also say that you were an intimate acquaintance of the plaintiffs , in both of the interviews to which you refer you say you were sent for , was not then the conversations between you and them confidential ?

Ans.-- The ~~qmatters~~ matters upon which Mrs. Kitchen sent for me were matters of business and I suppose might be considered confidential in the sense of other ordinary business transactions are confidential, but the matter upon which I have testified here to-day was spoken of in a general conversation and I have not considered them confidential.

Ques 32.-- In which ^{at} respect were the matters to which you have testified spoken of in a general conversation more than those ~~on~~ which you were sent for ?

~~Ans.~~

(Excepted to.)

Ans. I meant to say the matters, upon which I have given evidence here to-day were not the matters on which I was sent for and that after talking over our business these matters were talked of as we would upon any other subject .

Ques. 33. Was not all the conversation you had carried on in the privacy of Mrs. Kitchen's domestic circle ?

(Excepted to .)

Ans.-- These conversations were carried on in the parlor or public waiting room of the hotel kept by Mrs Kitchen where I suppose she attended to all her business, certainly all that I have ever had with her .

³⁴
Ques. Was any one present at any part of the conversations besides yourself and the three persons whom you have named ?

Ans.-- I think not.

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Ques 26.-- Before Mrs. Kitchen made the remark that she had not employed a lawyer, did you not say to her that the mistake she had made was in employing John H. Wright to attend to her business ?

(Witness here cautioned to be on his guard about answering this question)

Question and caution excepted to by counsel for defendants because if the object is impeachment the time, place, persons present, and other circumstances ought to be given.)

Ans.-- I don't think I did. I think it very probable that I have made such a statement but I am quite sure I never made it to Mrs. Kitchen.

Ques 27.-- Have you never mentioned to any one the subject of your several conversations with Mrs. Kitchen or the plaintiffs in this suit previous to the time when you stated it in your evidence in this cause ?

(Excepted to.)

Ans. I did. To Mr. W.S. Holland, and probably to others.

Ques 28.-- When did you first mention it to Mr. W.S. Holland ?

Ans.-- I do not remember exactly the time, but some time ago I was in Mr. Holland's office, when he told me that a bill had been filed charging that he had by misrepresentation procured the deed of trust from Ella May and John R. Kitchen and I told him then what I had heard them say, and it is very probable I had told him before.

Ques 29.-- You are a warm personal friend of Mr. Holland's are you not?

(Excepted to.)

Ans.-- I suppose I might be termed a friend of Mr. Holland's. I am a friend of his.

Ques 30.-- Was it not your purpose in thus communicating to Mr. Holland the conversations which you have related to aid him as far as you could in the conduct of this cause?

(Excepted to)

Ans.-- It was not, but I would not withhold facts in my possession which would vindicate any man charged with such an offense, be he

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Ques 17.--Do you remember anything else which occurred during that conversation that you have not related ?

Ans.--Nothing more than I have related in my examination in chief .

Ques 18.-- Did you make no suggestion to Mrs. Kitchen about the employment of an attorney ?

Ans.-- I did not.

Ques 19.--Did you not say to Mrs Kitchen on that occasion in connection with this very matter that she had better employ an attorney to represent her interests in that farm ?

Ans.--I dont think I did .I may have in some conversation with John R.Kitchen said as much but I dont think I ever did to Mrs. Kitchen.

Ques 20.-- Did you ever have any other conversation with Mrs. Kitchen subsequent to that time about this same matter ?

Ans.--I had a conversation with Mrs Kitchen about it soon after the hotel property was sold.

Ques 21.-- Was that conversation about the sale of the farm ?

Ans. It was not a conversation about that subject but something was said about it .It was more upon her husband's will .

Ques 22.-- Who was present on that occasion ?

Ans.--Her daughter Miss Ella M. Kitchen .

Ques 23.-- Was the conversation between Mrs Kitchen and yourself at that time carried on in the presence of Ella M.Kitchen ?

Ans.-- All that was said about the will or the suit or the farm was said in the presence of Miss Ella M .Kitchen .

Ques 24.--Did Ella M. Kitchen take part in that conversation ?

Ans.-- She did .

Ques 25.-- Was anything said at that time about the employment of counsel ?

Ans.-- There was . It was some time after Circuit Court, some good while after Circuit Court, and Mrs. Kitchen asked me about what was said and done at Court about her case ,said she had not even employed a lawyer and that Mr Wright had not written her the result of the case .

Ques 3.-- Have you related all that was said in that connection ?

Ans.-- I think I have related about what I ~~heard~~ remember.

Ques 9.-- Did they say at that time that the farm was soon to be sold?

Ans.-- I dont remember that they did .

Ques .10.-- If not, how could they say that they had lost it ?

Ans.-- I dont know how they could say it, unless from the fact that they signed a deed of trust .

Ques 11.-- Does it necessarily follow that a farm is lost when one signs a deed of trust ?

Ans.--It does not .

Ques 12.-- Do you not recollect the fact that at the time, to which you refer an advertisement was posted in Windsor offering the farm for sale ?

Ans.-- I do not I remember that the farm has been advertised for sale, but whether it was at this particular time or not, I do not remember.

Ques 13. What time in the month was it ? that you had the conversation referred to ?

Ans.--I think it was some time in the early part of January.

Ques 14.-- Was it as late as the fifteenth of the month ?

Ans.-- I think not.

Ques.15.-- Was it as late as the tenth ?

Ans.--- I do not think it was as late as the tenth. I remember it was about the first of January from the fact that there had been a lawn party in the Baptist Church, some things having gone on there which did not suit Mrs. Kitchen, she had sent for me as one of the managers of that affair, the lawn party, to talk about it .The lawn party was at Christmas, and I know I was shortly afterwards sent for by Mrs Kitchen .

Ques 16.--After having this conversation at Mrs. Kitchen's house to whom did you first speak about it ?

Ans.-- I do not remember .The substance of the conversation was pretty generally understood in Windsor and I dont know that I mentioned it to anybody. I may have mentioned it to several

That question I have answered on my examination in chief but I will repeat it here, it is substantially the same that I required, that is the deed of trust was substantially what I required.

And further this deponent saith not.

John Q. Copeland

Cross-examination of the witness Mr. C.A.P.

Abbitt.-----

Ques 1.---You have said that in January 1837., you were at the hotel in Windsor with Mrs. Kitchen, John R. Kitchen and Ella M. Kitchen, when the conversation turned upon the fact that they had lost their farm, was this before or after the farm was advertised for sale?

Ans.--- I dont know, sir. I dont know when the farm was advertised for sale .

Ques 2.--- Did not the fact that the farm was advertised at that time bring about the conversation ?

Ans.---I dont remember that it did.

Ques 3.--- What particular circumstance lead the conversation to that subject ?

Ans.---I do not remember that . Mrs Kitchen was talking about her affairs and brought it up herself.

Ques 4.--- Who made the remark that they had lost their farm ?

Ans.--- Miss Ella Kitchen did .

Ques 5 And did any one else ?

Ans.--- I think John Kitchen did also. John Kitchen said they had signed the deed to prevent sale of the farm at that time .

Ques 6.--- Did you go to the hotel on that occasion to talk with them on this subject ?

Ans. I did not .

Ques 7. Did this conversation occur in the day-time or at night ?

Ans. I think it was night.

long examination to which you have been subjected I understand ~~that~~ the following facts viz:-that before the bank directed its counsel to prepare a deed from John R. & Ella M. Kitchen, you had seen John R. Kitchen and had proposed to him that he and his sister make a deed of trust conveying to some trustee whatever interest they had or might have in the farm on which their father died to secure a debt of fifteen hundred dollars due to the Farmers Bank by M.E. Kitchen, their mother, and to secure all accrued interest on that fifteen hundred ~~hundred~~ dollars, which amounted to \$92.37 and to secure any and all interest thereafter accruing on said two sums of money, and that John R. Kitchen promised you to see his sister and his mother, perhaps, and let you know, and that you then and there told him that if his sister and himself made that conveyance, in other words if he and his sister should accept your proposition, then in that event the farm would not be sold ^{for one year}. And I also understand that on or about the 31 of Dec., 1886 the said John R. Kitchen saw you in regard to the matter and that you told him that the farm would be sold, unless something was paid on the principal of the two notes, and that this notice had been given to Mrs. M.E. Kitchen by letter. Now please tell me whether I understand you correctly, and whether or not you are sure that John R. Kitchen understood your proposition at the time, and whether or not the deed of trust which you received some time after the 21 of Nov 1885 was not drawn and executed, as upon its face appeared, substantially in accordance with the proposition made to John R. Kitchen?

(Excepted to because the question does not refer to any new matter brought out on cross-examination and is also leading in form.)

Ans. Yes, nearly so. I think that I told him that the bank would not sell the farm, if they would do this, under a year, that I would use what influence I had to prevent a sale before the expiration of a year. This conversation I had with John R. Kitchen. I do not know what was to prevent him from understanding: he was old enough and well enough informed, I supposed, to understand

Ques 54.-- What reason was assigned for taking such a deed ?

Ans.-- (Excepted to because the ^{question} ~~answer~~ calls for hearsay and because it calls for the private reasons given by an attorney to those by whom he had been employed and for the further reason that this question does not bear upon any matter in issue .)

Ans.-- We wanted further security and John R. and Ella M. Kitchen were the only ones that we thought she could give .

Ques 55.--~~Then~~ Then you did not consider the security of her deed sufficient ?

Ans.--We considered the farm the only security we had.

Ques 56.--And you did think you had the farm as security for her debt ?

Ans.-- I did.

Ques 57.-- In your answer to Ques 11 on your examination in chief you have undertaken ,although the question did not call for it,to give an explanation of how Mrs. Kitchen expended the proceeds of the fifteen hundred dollar note discounted by the Farmers Bank ,do you know whether any of the amounts checked out by her as stated by you in your answer were applied to the payment of legacies or debts of D.W.Kitchen deceased ?

Ans.----I can not tell.

Ques 58.-- Do you know what business Ryland and Lee are engaged in ?

Ans.--I do not, I ahve seen advertisements in newspapers "organs to sell".

Ques 59.-- What business was Geo W. Nurney engaged in ?

Ans.--In livery stable, and what other business I dont know.

Ques 60.-- In what business was F. Weidenfeld at that tzne?

Ans.--I think he was engaged in the jewelry business, what else I do not know. And I dont know when these debts were contracted .

Ques 61.--

Re-examination.

Ques 1.--You have been asked several questions as to when and where certain interviews had with John R. Kitchen occurred ,now after the

John R. Copeland, Presidents

W. H. Jones, Jr., Cashiers

The Farmers Bank of Nansemond

Suffolk, Va. Nov 23^d 1886

Mrs. M. E. Kitchen.

Dear Madam:

Mr Duck is pressing the matter of foreclosing the mortgage which he holds on your farm near Windsor. This will necessitate the action of the Farmer's Bank of Nansemond in the matter, as a first mortgage on the property is to secure a debt to the Bank: you will therefore please make arrangements to pay off the whole debt to the bank by the last of december, if not, I fear that we shall be under the necessity of advertising the property for sale.

Yours very truly

John R. Copeland

Exhibit C

For Reference

file at page 10

EXHIBIT "C"

depreciating she must reduce the principal, ^{or} the farm would be sold.
I dont know that any particular amount was mentioned that she would
be required to pay .

Ques 48.-- Was the fact that the property was depreciating the only
reason assigned by you for requiring a curtail of the principal .?

Ans.-- That was the principal reason .

Ques 49.-- Did you not require her to pay the whole debt ?

Ans.-- I did ^{not} ~~The~~ bank would have required only a small payment, fifty
dollars would have been satisfactory on the principal.

Ques 50.-- Please examine the letter herewith handed you and state
whether you wrote the same to Mrs. Kitchen ?

Ans.-- Yes, sir, I wrote the letter

(Letter herewith filed and marked Exhibit "C")

Witness continuing, ---I will explain. Jos H. Duck came to me and told
me that he was going to advertise and sell the hotel property at
Windsor, and on which he had a deed of trust, then occupied by Mrs.
M.E. Kitchen and that if we did not sell the farm on which he had a
deed of trust he should enter a chancery suit to subject the farm
to sale to pay a debt which he held on Mrs. Kitchen for I think
1000 dollars, for which he held a second deed of trust on the farm.
(All testimony ^{in this answer} after acknowledgment of having written the letter
excepted to by counsel for plaintiffs.)

Ques 51.-- Was-not Mr. W.S. Holland the recognized attorney for the
bank in securing the deed from John R. & Ella M. Kitchen ?

Ans.-- We have regarded Mr. W.S. Holland attorney for the bank at Wind-
sor and that vicinity in all cases in which the bank was interested
for several years past.

Ques 52 --Do you mean in the answer to Ques 52 to include the year
1835 ?

Ans.-- I do.

Ques 53.-- Who first suggested to you or to the bank the propriety
of securing a deed from John R. and Ella M. Kitchen ?

Ans.-- I cant say positively now :we were considering the matter and
it may have been Mr. Holland. I am not positive about it .

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H
on that occasion but afterwards John R. Kitchen came to the bank and then it was that I told him what I thought the bank would do .

Ques 42.-- How long was it after you went out to the farm before you had the second interview with John R. Kitchen?

Ans. I did not take any note of the date, and I can not remember the date how long it was afterwards.

Ques 43.-- Did you immediately thereafter direct your attorney Mr. W. S. Holland to prepare the deed from John R. & Ella M. Kitchen ?

Ans.-- I dont know that I did immediately after, but it was not a great while after .

Ques . 44. In that transaction you accepted a note of Mrs Kitchen endorsed by John R. and Ella M. Kitchen for \$92.37 in satisfaction of the interest then due by Mrs Kitchen and required the payment thereafter of the interest on that note and on the fifteen hundred dollar note also, did you not ?

X(Excepted to .)

Ans.-- I did.

Ques 45.---And the interest on these two notes was thereafter regularly paid up to the 31 of Dec. 1886 ?

Ans.-- I think it was, but I do not recollect. The statement I made on my examination in chief is correct.

Ques 46 ---Did you ever notify the parties either Mrs. Kitchen John R. or Ella M. Kitchen that the bank required them to curtail the principal of these two notes ?

Ans.-- I dont know that the endorsers were notified on that; Mrs Kitchen was. It is not usual for the bank to notify endorsers except when a note is protested.

Ques 47.--- When did you first notify Mrs. Kitchen that you required a curtail of the principal ? and did your notice contain any statement of the amount required ?

Ans.-- I notified John R. Kitchen in a conversation I had with him. I dont think I sent him any written notice . I told him that a curtail would be required on the principal, that it had been running on for years and nothing paid on the principal, and as the property was

and it tries to get all the security it can.

Ques 37.-- I understand from your examination in chief that you sought and required additional security for Mrs Kitchen's debt ,do I now understand^{by} your last answers that you were satisfied with the simple endorsement of John R. and Ella M.Kitchen and that their deed added nothing to their security?

~~Ans~~ (Excepted to.)

Ans.--We did not know what it was worth, but I believed she could give no other security, if that was not good .

Ques 38.-- And you did not consider that worth anything ?

Ans.-- I did not know what it was worth .

Ques 39.-- You say^{you} asked John R. Kitchen^{that he} and his sister ~~to~~ ratify the deed of trust made by their mother ,how did you expect them to ratify her deed ? and did you explain to him what you meant by it ?

Ans.--I told John R. Kitchen that if he and his sister would make a deed to the bank for the amount of interest and make themselves responsible in that deed of trust for the debt which Mrs. Kitchen owed to the bank, as she had no money to pay the interest, then due that we would take it .They were of age, and I supposed they had sense enough to know what I meant without any further explaining .

Ques 40.-- How could they make themselves responsible in a deed of trust for their mother's debt?

(Excepted to)

Ans.-- I am not a lawyer and dont profess to be capable of giving a legal opinion, but I have always been of the opinion that one man or one person may make themselves responsible for the debt of another, if done in writing .

Ques 41.--Was the interview between yourself and John R.Kitchen relative to the matter of additional security for his mother's debt on the occasion when you went with him to the farm the only interview with him on that subject ?

Ans.-- I think it was not the only interview.The subject was mentioned

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Ques 32.-- Then you supposed at that time that you had a right to sell the farm, did you not ?

Ans.-- At public auction, by authority as trustee of the deed of trust.

Ques 33.-- What title did Mrs. Kitchen convey under her deed to the bank?

(Excepted to because the deed shows for itself, and because the witness is asked for his opinion on a question of law and is not asked for any fact)

Ans. Fee simple title.

Ques 34.-- Why, then, did you wish John R. and Ella M. Kitchen to make a deed for their interest ?

Ans.-- Because the land was being worn out, the buildings becoming dilapidated, and the security lessened, and I did not know whether we might be able to make the debt due the bank out of the farm and I did not regard John R. Kitchen and Ella M. Kitchen as being worth any property but I did ^{not} know what they might be worth hereafter. They might become into possession of property hereafter and the bank wanted all the security it could get.

Ques 35.-- Then you did not consider that John R. & Ella M. Kitchen had any interest in that farm ?

Ans.-- I did not know what interest they had in the farm, whether they had ^{any} or not.

Ques 36.-- If John R. and Ella M. Kitchen were as worthless financially as you supposed them to be how did their deed or their endorsement of any note strengthen the security that you already had ?

(Excepted to because irrelevant.)

Ans.-- I have obtained money out of endorsers, when they were perfectly insolvent at the time the note was endorsed when the principal ~~and the endorsers~~ had failed and the endorser afterwards became in possession of property, so that we obtained the money out of the endorsers and the bank never refuses to have all the endorsers they can get. The bank possesses a considerable ^{amount} of other people's money

Ans .--I had no such paper in my possession and could not have carried ~~it~~ to ^{his} office what I did not have.

Ques 27.-- Did not Mrs Kitchen send you such a paper which you returned to her after discounting her note ?

Ans.-- I have no recollection of ever having seen such a paper.

Ques 23.-- Did the Farmers Bank pay John H.Wright any fee whatever in this matter ?

(Excepted to.)

Ans.-- I do not know that it ever did .The bank was not in the habit of paying its attorney fees for transactions of that sort or kind.It always required the person or persons who obtained the money to pay all the expense .

Ques 29.--From the time of discounting that note down to the present ,has the Farmers Bank or any one of its officers ever consulted John H.Wright professionally or otherwise relative to that transaction ?

Ans.-- I dont know that they have . I dont know that there was any necessity for it until Capt Wright became counsel for Mrs Kitchen ~~and~~ against the bank and I might add undertake to ^{un}do what he had done.

Ques 30 -You have stated in your examination in chief that Mrs Kitchen got behind hand in the payment of the interest due on her note ,how long had she been in arrear before you took the deed from John R. & Ella M. Kitchen?

Ans.--I cant say exactly but it was reported ^{by} to the cashier that she got behind somewhere about 90 dollars and that something must be done about it .I wrote to her and the cashier said that he had written to her several times, but she did not answer him sometimes, and I wrote to her urging payment and requiring a payment on the principal .Her answer as well as I remember was that she had no money .

Ques 31.-- You say that John R. Kitchen offered to buy the property but offered no satisfactory security ,what property did he propose to buy?

Ans. The farm.

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Ques 20.-- Was not the deed of trust from Mrs Kitchen prepared by John H.Wright at her special request ?

Ans. It was made at my request .I dont know what Mrs. Kitchen did but I would not have requested Capt. Wright to have prepared the papers, unless I had believed that he was acting as attorney for the bank in that case ,nor would I have permitted him to have done so.

Ques 21. Dont you recollect a conversation between yourself and John H.Wright relative to the preparation of that deed ?

Ans.--I do not.

Ques 22 Do you recollect coming to the office of John H.Wright on the day the board discounted Mrs Kitchen's note and any conversation which occurred either on the day of the discount or a few days after?

~~Ans.~~---(Excepted to)

Ans.--I can not charge my memory anything about it.I frequently called at the office of Capt.Wright, but I have no distinct recollection of any conversation about the matter at his office.

Ques 23.--Do you remember who was present at the meeting of the board when it was agreed to discount Mrs. Kitchen's note ?

Ans. I do not remember without referring to the records and I do ~~not~~ not know that that would explain it .

Ques 24.-- Do you not recollect when coming to John .H.Wright to tell him to prepare the deed that you also told him what occurred at the meeting of the board ?

Ans.-- I do not .

Ques 25. --Do you remember whether you ever submitted a copy of D.W. Kitchen's will, or a paper purporting to be a copy to the opinion of any other attorney ?

(Excepted to.)

Ans.-- Not until after I received a copy from the clerk of Isle of Wight County .

Ques 26.-- Do you not remember bringing with you such a paper to the office of John H.Wright when you directed him to prepare the deed ?

Wright and claim that he, as a stock-holder, was entitled to the business of the bank ?

(Excepted to because totally irrelevant and because the question seeks to enquire into the private affairs of the bank on matters of a personal nature, and for that reason not only irrelevant but impertinent), and counsel for defendants protest against such enquiry)

Ans.--Never that I know of. If he complained, it was some time when I was absent; never that I know of.

Ques 17.-- Do you not recollect that in the spring of 1880 shortly after the return of R.H.Rawles from the legislature, of which he was a member, that you came to John H.Wright and stated to him that Rawles complained that the bank was giving its business to Wright and claimed that he was entitled to it as a stock-holder ?

(Excepted to)

Ans.--I recollect no such thing, and I think that I should have remembered it if it had occurred.

Ques 18.-- Do you not recollect that John H.Wright went to the bank and there inspected the receipts held by the bank from Wright & Rawles, both as a firm and individually, and that said Wright then and there asked the bank to separate all such receipts, and that he had no further business with the bank as attorney save the closing up of the matters which he was thereby made responsible ?

Ans (Excepted to.)

Ans.-- He may have gone to the bank and examined his accounts, but I have no distinct recollection of his doing so, but I am very sure that this is the first time that I have ever been informed that he had declined acting as attorney for the bank .

Ques 19.--Can you state what was the last transaction in which John H.Wright acted as attorney for the Farmers Bank.

Ans.-- I have no recollection that he acted as attorney for the bank since he prepared the deed of trust for Mrs Kitchen, but he may have done so since .

(Excepted to.)

Ans.-- I have no recollection of anything of the kind, and I think such a thing never occurred.

Ques 12.-- Who was the attorney of the Farmers Bank in 1882 ?

Ans.--Captain John H.Wright and R.H.Rawles had been acting as attorneys for the Farmers Bank of Nansemond, and whichever of the two made an application for a loan had been entrusted to draw up the papers and prepare them for the bank, and I was under the impression at the time that Capt. John H.Wright was acting in that case as he had been acting in others before .

Ques 13.--Do you recollect when the firm of Wright & Rawles was dissolved ?

(Excepted to.)

Ans.--I do not recollect the exact date, nor do I the very year without reference to some papers, nor do I know that I could then, as I do not know that I have any papers.

Ques. 14.--Do you remember how long after the dissolution of said firm John H.Wright acted as attorney for the Farmers Bank ?

Ans.--After the withdrawal of John R. Kilby as attorney for the bank, Capt. John H.Wright was appointed attorney for the bank and continued as attorney for the bank until after he associated himself in the practice of law with R.H.Rawles .R.H.Rawles some time after such firm was formed ~~R.H.Rawles~~ became a stock-holder in the bank and the bank used Wright & Rawles as its attorneys :after the separation of the firm, Wright was used as an attorney and Rawles also .

Ques 15.-- Can you say how long after the dissolution of the firm Wright continued to be employed by the bank as one of its attorneys?

Ans.-- The bank continued to employ him as well as I remember up to the time E.E.Holland became a stock-holder in the bank, and would have done so afterwards, had it become necessary .

Ques 16, .--After the dissolution of the firm of Wright & Rawles did not R.H.Rawles complain to the bank of the employment of John H.

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right to sell that she had the right to convey and my impression was that he had examined the will of D.W.Kitchen .

Ques 6.-- Did you get your impression from any statement made by John H.Wright or was it from Mrs. M.E.Kitchen or in the application made by her ?

Ans.-- The impression I got was from John H.Wright. All the application that I recollect of was made by Capt. Wright himself .

Ques 7.-- How long was it after the application was made before the bank decided to let Mrs Kitchen have the money ?

Ans.-- It was not long, probably at the next meeting of the board .I stated to the board what had been represented to me by Capt. John H. Wright and the board decided to let her have the money .

Ques 8.-- Did you decide to make the loan before you saw a copy of D. W. Kitchen's will?

Ans.-- We did.

Ques 9. Did you not have any copy of D.W.Kitchen's will before your board of directors at any time ?

Ans.-- After I heard a report that there was some question in regard to whether Mrs Kitchen had the right to deed in trust the farm I wrote to the clerk of Isle of Wight County Court to send me a copy of the will , which he sent.

~~Ques 10~~ (Counsel for defendants here serves notice that all matter elicited in this cross-examination not brought out in the examination in chief is the testimony of the plaintiffs, and that the witness is their witness and that the defendants will cross-examine the witness if they see fit so to do .)

Ques 10. Was that the first and only copy of the will you had ever seen ?

Ans.-- It was the first and only copy I have ever seen .

Ques 11. --Do you not remember after Mrs Kitchen's application was made coming to the office of John H.Wright , handing him a paper which you said Mrs Kitchen had sent you and asking him whether that was a copy of Dixon Kitchen's will ?

The further taking of these depositions is resumed at the office
of John B. Pinner ^{Suffolk, Va.} by consent of parties on the 2 day of December 1887

Present:—

John H. Wright counsel for plaintiffs.

W.S. Holland counsel for defendants.

Counsel for plaintiffs says ^{he} excepts to all the depositions taken in his absence and without waiving any rights in the matter proceeds to the cross-examination of the witnesses.

Cross-examination.

First witness cross-examined, Col John R. Copeland.

Ques 1.---You have stated that John H. Wright made the application for the loan made by the bank to Mrs Kitchen, can you state to whom the application was made?

Ans.--The application was made to me.

Ques 2.-- Was it in writing or verbal?

Ans.--It was verbal.

Ques 3.--Are you sure that Mrs. Kitchen's application was not submitted in writing?

Ans.-- I have no recollection about any written application.

Ques 4.--At the time the application was made, was any paper in writing submitted?

Ans.--I have no recollection that any paper was submitted.

Ques 5.-- Was any copy or paper purporting to be a copy of D.W. Kitchen's will submitted to you at that time?

Ans.--I dont think there was. I think if there had been any, I should have remembered it.

Ques 5. Did John H. Wright tell you at that time that he had seen or examined D.W. Kitchen's will?

Ans.--I am very certain he told me that he had, Kitchen had, in his will given her the right to sell the farm and that if she had the

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ques 12.-- Do you know anything else about what Mrs Kitchen did with
this money, except as stated in your last answer ?

Ans. I do not.

ques 13, ----

And further this deponent saith not .

John R. Updegraff

No other witness appearing the further taking of these depositions is
continued until December 2 at the same place and between the same hours.

John B. Pinner
Notary Public

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thorized any one else to make such a contract. It is entirely contrary to their style of doing business. The bank only gave a credit of ninety days as expressed on their notes, but I promised John R. Kitchen that if they kept the interest paid up the bank would not foreclose the deeds of trust before the expiration of one year from the time that the notes were made.

Ques 10.-- At the time you told John R. Kitchen that the farm would be sold, unless a part of the principal of the debt was paid, did he then make any allusion to any contract, or to any understanding to the effect that the bank would never sell in case the interest should be kept paid ?

Ans.-- He did not, and I never heard of such a thing before these depositions were begun.

Ques 11.-- When M.E. Kitchen had her note for fifteen hundred dollars discounted at the Farmers Bank in September 1882, were the proceeds of that note placed to the credit of said M.E. Kitchen and checked out by her, or was it paid to her or to her agent over the counter at the time ?

Ans.-- I think it was placed to her credit at the time (Here the witness was handed a memoranda marked "E" and filed with these depositions) It was placed to her credit on the 2 day of Sept 1882, and the first check was made on Sept 16 1882 and paid on her check, to whom I can not tell, amount \$338, and the next check Oct 14 for \$50 to Ryland & Lee and the next the 19 Oct \$300 to cash, the next 25 Oct for \$20.24 to somebody, I can not read the name, the next one Nov 1 for \$50 to G.W. Murney, the next one Nov 22 for \$15 to F. Weidenfeld, the next one the 29 Nov. for \$3.18 to somebody I can not make out the name, the next one Dec 2 for \$50 to W.E. Hines, the next one Dec 5 \$31.33 to interest, the name is not here, the next Dec 13 for \$50 to John Uzzell, the next 23 of Dec for \$50 to A. Cator & Co. and on the 21 Dec she deposited \$20 which left to her credit a balance of \$10.67 Dec 24.

(During this answer witness has been reading from Exhibit "E")

and \$92.37 notes ?

Ans.--The interest on the fifteen hundred dollar note was paid up to Dec 31 1886 but no curtail was paid on it .On the other note the interest was paid up to Dec 31 1886 and no curtail was paid on that.We refused to let them be renewed for the same amounts .They had been continuing to renew without reducing the debt for a number of years and the property depreciating.

Ques 6.-- Has anything been paid on either of these notes since Dec 31 1886?

Ans. Not until the sale of her life interest in the farm. Saturday Oct 1 1887..

Ques 7. After Dec 31 1886 and up to the sale of the farm in October 1887, was any money tendered to your bank in payment of interest or in part payment of either of the notes by John R.Kitchen and if so how much ?

Ans.-- I think not .The bank had paid for the insurance on the dwelling on the farm, and I think he said that he had some money which he intended to apply in some way but he never showed it nor did he ~~attender~~ ~~to~~ it that I know of .

Ques 8.--Please state whether or not the bank notified Kitchen on this last interview of their intention to sell the farm under their deeds of trust, and if so, what did John R.Kitchen say ?

Ans.-- I notified him.I told him myself that if they did not make a payment on the principal of these notes that the bank would order a sale of the farm ..I dont remember what he said if he said anything.

Ques 9.-- John R.Kitchen & Ella M. Kitchen claim in their bill and in their deposition that they had an understanding with the bank to the effect that if they kept the interest paid on the two notes herein alluded to that then, in that event, the bank would never sell the farm , & did the bank make ever such a contract, or did the bank ever authorize anybody else to make any such contract ?

Ans.-- Never in my knowledge, nor would they , the bank, have ever au-

talk over it and he was told that the matter could not stand as it was, that /some payment must be made on the note, that the place was probably going to decay .He invited me to come up to Windsor and he would carry me out to the farm and let me look at it .I had never seen the place.Iwent up and he carried me out .I saw that the buildings were getting in a dilapidated condition and the land was getting worse for wear .I told him something further had to be done .He offered to buy it but he offered no satisfactory security .I told him that if he and his sister was of age would sign a note or endorse a note made by his mother (I mean the sister that was off age Miss Ella M.Kitchen,) for the interest due and make a deed of trust for their interest, if they had any in the farm and ratify his mowher's deed of trust meaning the one marked Exhibit "D" the bank would wait twelve months before fore-closure .He promised to consult the other members of his family and would let me know.I saw Mr.W.S.Holland and asked him to see them and to know what they would do in the matter ,Mr Holland (W. \S.Holland) in that neighbourhood Windsor.And this last deed of trust was the result I never saw Miss Ella M.Kitchen that I know of either before or since.

.Ques 4.--Please state whether or not, after you had made this request or W.S.Holland, the bank received any deed of trust and if so did you examine it and if you did examine it, was it or was it not substantially what you had requested John R.Kitchen to do, and what he promised to see his sister and mother about and let you know ?

Ans.-- I received no notice from John R. Kitchen at all that I remember ;he may have cometo see me about it, or he may have written, but I am not positive about it.I think it more than likely that he did but the deed of trust was sent to the bank and I examined it and is substantially what I required and what he promised to see his sister and mother about, and as an evidence of that fact we hold Mrs Kitchen's note endorsed by John R.Kitchen and Ella M.Kitchen.

Ques 5.-- After this last deed of trust was received by the bank, how long was the interest kept paid on the fifteen hundred dollar

The witness John R. Copeland, being duly sworn, deposes as follows.

Ques 1. State your name, age, residence and occupation.

Ans. John R. Copeland; 76 years; Suffolk, Va.; President of the Farmers Bank of Nansemond.

Ques. 2. I now hand you a deed of trust made by Mary E. Kitchen to yourself as trustee for the Farmers Bank which deed is alluded to in the plaintiff's bill. Now please state who negotiated this loan and presented this deed of trust to the Farmers Bank, and state who, if anybody, recommended to the bank that the security in the deed given was sufficient to secure the amount named.

(Witness is here handed a paper marked Exhibit "D" and ^{it} is now filed in these depositions.)

Ans. John H. Wright made the application for the loan and stated that he regarded the security very ample and sufficient, that D.W. Kitchen in his will had given this property to his widow and had authorized her, if necessary, to sell the same and he regarded ^{it} good for security, that in his will he had given her the right, if necessary, to sell and that if she had the right to sell, she had the right to convey. It was upon his representation as an attorney at law that we, the bank, agreed to loan the money. I authorized him to prepare the deed and expected that he would do so as an attorney for the bank. After the deed was prepared it was brought and presented to the bank by John H. Wright.

Ques 3. There is filed as an Exhibit in the plaintiffs' bill another deed of trust from John R. and Ella M. Kitchen to yourself as trustee for the benefit of the Farmers Bank, dated Nov 20 1885, now please state whether or not you as the Pres. of the bank had any talk with John R. Kitchen or Ella M. Kitchen in regard to this last deed before it was executed and if so, tell what he or she said?

Ans.-- Mrs Kitchen had got behind-hand in the payment of the interest due on her note. She was written to several times to pay it but she neglected to do so until she was threatened with the sale of the farm. John R. Kitchen came to the bank to see me and we had considerable

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Ques 7. During these interviews and conversations between yourself and the plaintiffs state whether or not they said anything in regard to who presented the deed to them or how long they had it in their possession either before or after it was signed. I mean the deed conveying their interest as you have already stated?

Ans.-- At the first interview one of the three I do not remember which said that the deed was brought there and left there by Mr. W. S. Holland

Ques 8.-- You say you do not know which of the three made this remark was it made in the presence of and in the hearing of John R. & Ella M. Kitchen and if so, did they correct the statement in any way?

Ans.-- It was made in their presence and no objection or correction made to it.

Ques 9.-- In all these interviews what did John R. Kitchen and Ella M. Kitchen say they had conveyed their interest in the farm to secure?

Ans.-- To secure a note of their mother's due to the Farmers Bank of Nansemond. John R. said this. I don't think I ever heard Miss Ella say I did hear them both say that their mother had gotten the money from the bank.

Ques. 10.-- Did they say anything about the amount of the note which their mother owed the bank, and if so, what was it?

Ans.-- I have heard Mr. John Kitchen say; I think he said it was about fifteen hundred dollars. I am not positive as to the exact amount.

Ques 11. State whether or not you are positive whether the sum named by him was as much as 1000 dollars?

Ans.-- I am positive Mr Kitchen said it was fifteen hundred dollars and I think that some interest ~~which~~ had accrued and been added to that. This interest is the part that I am not positive about.

And further this deponent saith not.

E. A. Abbott
E. A. Abbott

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no
allusion was made to the fact of not understanding the transaction ?

Ans.--I am quite sure that nothing was said about misunderstanding the deed .I have had several talks with Mr. John R.Kitchen in regard to the matter,having conveyed his interest in the farm to the bank and I remember upon one occasion other than the one just mentioned Mr Kitchen told me that he had conveyed his interest to please his mother and whether he lost or made by it his intention was to make his mother's last days as pleasant and as happy as he could,and said he felt it his duty as her son so to do.He told me this after I had told him they had made a mistake in signing the deed .This conversation occurred in the N. & W. R.R. depot,but I do not remember the time .I thought he had an interest in the farm and I meant by telling him he had made a mistake in signing the deed that he had simply signed away his interest.

Ques 6. Have you heard any other remarks made on the same subject by Miss Ella M.Kitchen other than those she made at the interview in the hotel to which you have alluded ?

Ans.-- Soon after the hotel property was sold by J.J.Duck trustee Mrs. Kitchen sent for me to come over to the hotel and said that she had bought the hotel at the sale,and being unable to comply with the terms,she had rented it and wished me to take it off of her hands . Again the conversation turned upon the suit pending .I do not remember the exact words m of Miss Ella M.Kitchen about signing the deed, but she did say that it looked hard that she and her brother John should lose their interest ^{and} ~~when~~ the two younger children not lose theirs.Mrs Kitchen said that the bank was the cause of all this trouble, that they had seen fit to claim that the children had interest,and if they had let her alone,the matter would have been all right ,that her husband left the property to do,as she thought best with it ,and that under that will she had always contended and did now contend that they had no right and that she had a perfect right to do what she had done, said that she had not even employed a lawyer in the matter.

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would have been a confession that he was a fool .I do not think that either he or myself was crazy at the time.

Ques 25.--

And further this deponent saith not.

W. S. Holland

Adjourned at 12.30 to meet at 2.00 o'clock

The hour of 3. o'clock having arrived, the further taking of these depositions resumed, in the absence of John H. Wright attorney for plaintiffs.

The witness ~~of~~ John King, being duly sworn, deposes as follows,

Ques 1. State your name, age, residence, and occupation.

Ans.--John King, 22 years, Windsor, Va. merchant.

Ques 2.---State if you know John Kitchen and Ella M. Kitchen the plaintiffs in this suit?

Ans.--I do.

Ques 3.--- Since November 1885 have you heard John R. Kitchen or Ella M. Kitchen say anything in regard to conveying or giving up his or her interest in the farm, on which their father D.W. Kitchen died? and if so, tell which one said it, what it was, when and where it occurred?

Ans. I have heard Ella M. Kitchen say that she had no right in her father's farm, that she expected to have her living to work for as she could not depend upon realizing anything from her father's estate, that she had been forced to sign a deed by her mother. I could not tell when, as I could not remember the exact time; it was some time the first of 1886. She also stated that her mother had lost their farm by moving to Windsor, and she was dependent upon her own strength for her support. The conversation occurred in the hotel at Windsor while I was boarding there.

Ques 4. Have you heard John R. Kitchen say anything, and if so, what?

Ans.--I have heard him say nothing in regard to the farm.

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-ent except yourself and the members of Mrs. Kitchen's family ?

Ans.--I think not.

Ques 83.--You have spoken of John R.Kitchen as not knowing a great deal about his father's will or anybody's will and have said that you knew he would go to his mother and ask her advice ,do you mean to imply that John R.Kitchen was a young man of weak mind and that in executing this paper he was subject to any undue influence ?

Ans.-- I do not .John Kitchen was a young man perfectly sober,fairly intelligent,was a sort of a beau in the community, and from living in the family for something like two years in all/and from my knowledge of the family I knew that Mrs Kitchen was the business head of the family,that her children had a good opinion of her judgment and high regard for her wishes, and that is what I meant,when I said that John R.Kitchen would go to his mother .I had no idea that anybody would attempt to use any undue influence with him in regard to the matter

Ques 84.-- Supposing,as /you did,that he would thus consult his mother and knowing as you have said what her opinion was as to her rights in that property ,did you not believe from all the circumstances that John R.Kitchen signed that deed in utter ignorance of the fact that he had any right in the land after his mother had made her deed of trust?

Ans.--If I understand that question I will answer it by saying that he was not in ignorance .I have said all the time ,I say now, and I remember well that I did not give my opinion to John Kitchen as to what his rights in the farm were .I had no opinion worth calling an opinion at the time.I did not consider it my duty to explain to him his rights in the farm.I told him that the deed would convey any right which he had,or any right which he might ever have, in that farm .

That I considered was sufficient .As to what John R.Kitchen believed, I can not say but I do know that John R. Kitchen did not sign a deed with the instruction or representation from me,that he had no interest in the farm .To have made such a proposition to him would have been making a fool of myself,and for him to have accepted such a proposition

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Waddill lot but at her request the name of the grantee was left blank .I afterwards heard that the name of Mrs. Doles was inserted and that Mrs Doles paid five hundred dollars giving Mrs. Kitchen the right within some time named to redeem the property .Mrs Kitchen has not redeemed it.

Ques 30.You have also alluded to the fact that Mrs. Kitchen kept a millinery store, and have referred to it as one source of revenue, is it not a fact within your own knowledge that the millinery business was to her an unprofitable thing ?

Ans.--I know that after some time another lady opened a millinery store at Windsor and Mrs. Kitchen told me that on account of that opposition she was forced to abandon the business and to dispose of stock on hand at a sacrifice, but I believe that she got more money from that millinery business than she ever paid out. Armstrong Cator & Co. has an unsatisfied judgment against her now for a part of these millinery goods, and others to my knowledge have claims against her for those millinery goods, so while I can not give the figures, still it is my impression that her receipts exceed her paid expenditures in that millinery business .

Ques 31.--Then I understand you to say that business was a source of profit to her, because she did not pay for the goods she bought but did dispose of them and receive the money therefor ?

(This whole line of examination and this question particularly is excepted to by counsel for the defence, first, because it is entirely irrelevant, and secondly because the counsel for the plaintiffs is now seeking to cross-examine the witness in regard to questions and the answers thereto, which the counsel for the plaintiffs has himself brought out in his own cross examination of the witness)

Ans.-- I did not say "profit" .I say that from her statements to me, and from what I know of these claims her receipts exceeded her paid expenditures in the millinery business.

Ques 32.--In all your interviews relative to ~~the~~ ^{the} execution of the deed from John R. & Ella M. Kitchen was there ever at any time any one pres

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Ques 77.-- You have alluded to the Waddill lot sold by you as special commissioner and have stated that as much as 750 dollars of the purchase price was paid in the latter part of the winter of 1833-34 or in the first of the spring of 1834, please state when you sold this lot and how much cash was paid down and to whom it was paid ?

~~Ans.~~ Ans.-- I do not recollect the amount .It was enough to pay costs of suit and sale, and it was paid by Mrs. Kitchen and distributed between myself as attorney and the officers of the court .I dont remember what day the sale took place .It was at Isle of Wight C.H. and some time between the 20 of ~~Nov~~ ^{Oct} 1833 and Christmas I think .I have said 20 of Oct 1833, because that was Circuit Court day and the time when I got the decree, so far as I recollect .The records will show and I am not at all clear in my mind as to the correctness of these dates .

Ques 78.-- You name ~~850~~ or ~~860~~ as the purchase price , does that include the costs of suit and sale and was not Mrs. Kitchen to pay the costs of suit in addition to the purchase price of the land ?

Ans.-- It does include the cost of suit and sale and I have no recollection that Mrs. Kitchen was to pay anything in addition to the purchase price .My recollection is that Mrs. Kitchen made a bargain with J. H. Underwood for the Waddill lot for 500 or 600 dollars but finding the real estate to be owned by J.H. Underwood's two minor children that I was employed to bring a chancery suit , have the land sold under decree of court, which I did, and if it should be sold publicly and Mrs Kitchen had to pay more than the five hundred or six hundred dollars, then, in that event J.H. Underwood was to refund the difference .Mr Underwood as guardian for his children gave a receipt for the full purchase money .I do not know whether he ever refunded anything or not .

But I suppose he did.

Ques 79.-- Did not Mrs. Kitchen sell that lot for considerably less money than it cost her ?

Ans.-- I do not know , but I wrote a deed for Mrs. Kitchen conveying the

she was engaged in the hotel business and she derived a revenue from that source, and she had the farm rented out and she derived from three to five hundred dollars per annum revenue from that source, and she had her little millinery store and she derived some revenue from that source.

Ques 74.-- Do I understand you to say that Mrs .Kitchen borrowed three thousand dollars in money from J.H.Duck in addition to what she borrowed from the Farmers Bank ?

Ans.-- That is what her deeds say and those deeds have been executed and I have acted as attorney for the trustee and I have never heard her question their genuineness.

Ques 75.--Do you not know it to be a fact that instead of borrowing any money from J.H.Duck, Mrs. Kitchen simply assumed to pay Mr. Duck three thousand dollars for the hotel lot in Windsor and executed for his benefit a deed of trust upon that property and also upon additional property to secure that debt and that in reality no money passed from Duck to her ?

(Excepted to as irrelevant.)

Ans.--I know nothing except what I heard from the parties at the time. I understood that J.E.Nelms owed Joe Duck and Irwin Duck a good deal of money, which was secured by real estate , that M.E.Kitchen bought the hotel lot from J.E.Nelms for three thousand dollars and took a deed from J.E.Nelms and that Jos.H.Duck took a deed of trust upon the hotel lot and other property to secure the three thousand dollars and that instead of paying this money over to Mrs. M.E.Kitchen to be paid by her to J.E.Nelms, Jos H.Duck credited J.E.Nelms with three thousand dollars and released J.E.Nelms's real estate to that extent .This is what I got from the parties and I have no doubt it is correct.

Ques 76.-- Do I understand you to mean from the word "revenue" in connection with the hotel business, livery business &c. that Mrs Kitchen was making a profit on those things?

Ans.-- I do not. By the word "revenue" I meant money or its equivalent derived from these sources without regard to profit or loss.

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Kitchen, you say that the Watkins lot and the J.H. Underwood lot for 200 dollars, were both purchased and the deeds recorded before the fifteen hundred dollar note was discounted by the bank for Mrs. Kitchen, do you know whether these two lots were paid for before that time or how they were paid for?

Ans.--I do not.

Ques 71.--Then you can not say that Mrs. Kitchen did not pay for these lots out of the money borrowed from the bank?

Ans.--I can not, except that I knew Mr. Underwood and Mr. Watkins very well. I think I wrote the Underwood deed, and I am sure that neither Underwood nor Watkins would have delivered the deeds without first being paid. At all events I have Mrs. Kitchen's statement to that effect contained in her deeds from Underwood and Watkins.

Ques 72.--Do you not know that in the execution of deeds it is a very common thing to acknowledge the receipt of the money when only a note has been given therefor?

Ans.--I do not think that such is a common thing. I have known it done but I am pretty sure that these men, who lived at or near Windsor would ^{not} have taken Mrs. Kitchen's note in lieu of money, and I am also quite sure that Mrs. Kitchen could not have given security other than by mortgage, bill of sale, deed of trust, or crop lien. I know that very year, in which she bought the land, that she gave a deed of trust on her household and kitchen furniture, horses, cattle, buggies, piano, organ, and the like.

Ques 73.--Then it does appear that in that very year Mrs. Kitchen had no money except what she borrowed from the bank?

Ans.--I think exactly the contrary appears. She made that deed of trust and another deed of trust to Jos. H. Duck as beneficiary for three thousand dollars, which she borrowed of him, so she must have had three thousand dollars in addition to what she got from the Farmers Bank and these very horses, buggies &c. were being used in the livery business, as she calls it, and she got a revenue from that source, and

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- If Miss Ella Kitchen was present on that occasion I do not remember that she said anything .I can not say whether she was present or not positively.

Ques 66.--Did John R. Kitchen tell you on that occasion that he had consulted his mother's counsel, or that he had received advice from any attorney on this matter ?

Ans.-- I do not say that he said he had consulted his mother's counsel or any other attorney ,but I do know that he said that counsel had been consulted .My impression was that his mother had X consulted counsel and that he was either present wiith her when she consulted counsel or that he had heard through her that she had consulted counsel.

Ques 67.-- It appears that at the time of signing the deed a note for \$92.37 representing the interest due the bank at that time by Mrs Kitchen was also prepared and executed ,who filled up the note on that occasion ?

Ans.--I do not remember .I know I looked at it and considered it properly done.

Ques. 68, You have said that Ella M.Kitchen was present at an interview between yourself and her mother when Mrs.Kitchen was entreating you to sell the farm to Joe Duck and that Mrs Kitchen said that John and Ella would sign a deed to Joe Duck as they had done to the bank ,did Ella Kitchen take part in said conversation or give any assent to that statement of her mother ?

Ans.--Not that I recollect, but I do know that she did not dissent .

Ques 69.-- Was she sitting near her mother, or was she off some distance engaged in something else ?

Ans.-- It was some time last winter, and I think they had a fire in the stove and we were all sitting around the stove .I do not think she was doing anything elae. I dont think I ever saw her do any work in the parlor in my life, except possibly reading or playing on the piano. And she was not doing either of these on that occasion .

Ques 70.-Relative to the purchase of certain lots in Windsor by Mrs.

or rather the law bearing on this case and the other case of Kitchen per friend vs. Copeland and others and from my investigation and study I believe that the deed made by M.E.Kitchen to John R.Copeland in Sept 1882 conveys a fee simple estate in the farm .If the courts trying this case take a different view of the matter, then in that event I do think her obligation is worth something, and do think that it is secured by a deed of trust on whatever interest the court may determine Ella M.Kitchen to have in the farm .In speaking of Ella M.Kitchen's obligation I have disclaimed referring to the moral obligation ;I simply mean that outside of the interest in the farm ,if any she has, she is not worth any property at all.

Ques 64.--You have said that after the deed was drawn you left it at the hotel of J.R.Kitchen & Co., to whom did you deliver it ?

Ans.--I do not remember ;it might have been to a servant at the door or to some of the parties .I know I delivered it at the hotel where all the parties lived for the purpose of allowing the parties who were to sign it and any of their friends to inspect .I had no personal interest whatever in the matter ;my fee was not even dependent on whether they signed it or not .I have served the Farmers Bank in only a few matters and they never offered me a contingent fee ;they have always paid my bill, when presented, whether I lost or won ,whether I succeeded or failed, provided only I had done the work.

Ques 65. In your answer to Ques 2 on your examination in chief referring to your conversation with John R. Kitchen and his mother ,you have used the plural pronoun "they" in reference to what passed from them, and in it I find the following sentence, "They said that their counsel ,or their mother's counsel had advised them that she had a right to make the deed of trust &c." .Please state to whom you refer as "they" in the said answer.

Ans.--After looking at this sentence I think it should read "They said that their counsel ,or his mother's counsel had advised them &c" The pronoun "they" is intended to refer to John R. and M.E.Kitchen his mother .

mark that I thought that they would give up forever their interest in the farm when they signed that deed, because I did not think their mother would ever pay the debt without selling the farm or without the farm being sold by the bank. I think this remark was made at the time when the deed was signed, it might have been made on a previous occasion.

Ques 59.--Was not Ella Kitchen living at that time away from home?

Ans.-- She says that she was not.

Ques 60.--Did they have any conversation with you or ask any explanation from you of the deed or any portion of it at the time you went to get their signatures?

Ans.-- I can remember substantially what was said, but I can not remember distinctly when a certain remark was made, that is to say, in interviews had, one to-day, one to-morrow, and one probably the next day.

I can not say at which interview the remark was made, but one thing I do know well, and that is if Ella M. Kitchen thought she was signing any paper other than the note for \$92.37 and a deed conveying all her interest, whatever it might be, that she got the impression from somebody else other than myself, for I told her or said to others in her presence that such was the purport of the deed.

Ques 61.-- At how many of the interviews which you held with others relative to this matter was Ella M. Kitchen present?

Ans.--Two, I think, possibly more.

Ques 62.--Where were those interviews held?

Ans.--One in the parlor of the hotel when the deed was signed, the other I don't remember where, but to the best of my recollection it was at the same place.

Ques 63.--You have said that you did not then and do not now regard Ella M. Kitchen's obligation to pay money worth anything, unless secured in some way, do I understand from that that you do now regard the obligation taken by her, according to your view of the matter, worth something because it is secured?

Ans.--Since the institution of this suit I have studied this case

30 day of November 1887.

Present R.H. Rawles attorney for
defendants.

John H. Wright attorney for plaintiffs.

Witness W.S. Holland being duly sworn deposes as follows

(Continuation of cross-examination)

Ques #55.-- You have said that after leaving the deed with John R. Kitchen you received a note or message from John R. or Ella M. Kitchen or both telling you they were ready to sign the deed, did you in reality receive any note from either or both of them?

Ans.--I certainly did receive some message, either a note or a verbal request for me to come down, that they were ready to sign the deed or fix up that business, or words to that effect. I don't know now whether it was a note or a verbal message.

Ques 56.--Did Ella M. Kitchen ever write you any note or send you any message relative to signing the deed?

Ans.--I do not know. I do know that I got a message from her or her brother to the effect stated above. I regarded Ella and John as the same. I knew they lived with their mother, I knew she was the business head of the family and at the time I should have considered a message from any one of the three as the message of all.

Ques 57.-- Did you ever have any conversation with Ella M. Kitchen about the execution of that deed previous to the day it was signed?

Ans.-- I do not remember that I had a conversation directly with her before that time, but I had conversations with John R. Kitchen and with Mrs. M.E. Kitchen and my recollection is that she was present, but on this point I will not say positively.

Ques. 58.--On the day when the deed was signed, did you have any conversation relative to it?

Ans.-- As I said before I went into the room, found the deed on the table; they told me they were ready to sign and did sign^I made this re-

STATE OF VIRGINIA,

County of *Spotsylvania* to wit:
 I, *Jos H. Wright* a Notary Public for the *County*
 aforesaid, in the State of Virginia, do certify that *Mrs Mary E. Kitchen*
 whose name *is* signed to the writing above, bearing date on
 the *7th* day of *September* 18*82* has acknowledged the same before me in my
County aforesaid. Given under my hand this *7th* day of *September* 18*82*
 MEMO.—To be acknowledged before a Justice or Notary Public
Jos H. Wright. N. P.

STATE OF VIRGINIA,

of to wit:
 for the of in the State of Virginia
 do certify that the wife of whose
 names are signed to the writing above, bearing date on the day of 187
 personally appeared before in the aforesaid, and being examined by privily and
 apart from her husband, and having the writing aforesaid fully explained to her, she, the said
 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 hand this
 day of 187
 MEMO.—Before two Justices or a Notary Public.

DEED
 OF
 TRUST.
Mary E. Kitchen
Jos H. Copeland
 Trustee for *James Paul*

Sept. 9th 1882
 Presented in Office, and with
 certificate admitted to record at o'clock P. M.
 Recorded Deed Book, *46*
 Page *61st* and
Exhibit D

\$1500⁰⁰
 SOLD BY
 RANDOLPH & ENGLISH,
 Booksellers, Richmond.

TAX. *1.50*
 FEE. *2.00*
Paid by Clerk.
C. B.

Sec of High Court to wit:
 In the Office of the *Sec of High Court* for the said *County* the *9th* day of *September* 18*82*
 This Deed was presented, and with the certificate annexed, admitted to record at *5* o'clock P. M.
 Teste,
J. H. Wright Clerk.

This Deed, made this 7th day of September in the year 1882 between

Mary E. Kitchew of the County of Isle of Wight in part 4 of the first part and Jno. R. Copeland, Trustee of the County of Nansemond part 4 -

of the second part. WITNESSETH: That the said part 4 of the first part doth grant unto the said part 4 of the second part, the following property, to wit: The farm in Isle of Wight County, on which the late Dixon W. Kitchew resided during his life time, containing three hundred and forty five acres (345) more or less and bounded by the lands of Thos. W. Joyner on the North, by the lands of Dr. Geo. J. Phillips' Estate on the East, on the South by the Owens farm, and on the West by the Wm. Johnson tract, this Deed being made in pursuance of the provisions of D. W. Kitchew's will and by virtue of authority therein given to his widow, the party herof. of the first part.

In Trust, to secure to The Farmers Bank of Nansemond of the County of Nansemond the payment of the sum of Fifteen Hundred Dollars (\$1500⁰⁰) evidenced by a note for that amount, of even date with this Deed, executed by the said Mary E. Kitchew payable ninety days after its date to her own order, and subject to renewal and entail, according to the usages of said Bank.

In the event that default shall be made in the payment of ~~the~~ of the above-mentioned note ^{it} as ~~they~~ become due and payable, then the Trustee, or ~~either of them~~, on being required to do so by The Farmers Bank of Nansemond executors, administrators, or assigns, shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place, and terms thereof, for Twenty days, in some newspaper published in the Town of Suffolk Va, and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, ~~the fee for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said Note -~~ and if at the time of such sale any of the said ~~shall not have become due and payable, and the purchase money be sufficient, each part or parts of the said purchase money as will be sufficient to pay off and discharge such remaining~~ ~~shall be made payable at such time or times as the said remaining~~ will become due, the payment of which part or parts shall be properly secured; and in case the net proceeds of sale shall be insufficient to pay off all of the said ~~in full, then the same shall be applied towards the payment of the said~~ in the order of their maturity, intending hereby to create a priority in favor of each of said ~~over any other~~ which may become due and payable subsequent thereto; and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner as the said part 4 of the first part, ~~in~~ executors, administrators, or assigns shall prescribe and direct, or in case of ~~failure~~ failure to give such direction, at such time and in such manner as the said Trustee, or ~~either of them~~, shall think fit. The said part 4 of the first part covenants to pay all taxes, assessments, dues, and charges upon the said property hereby conveyed, so long as ~~she~~ ^{she} or ~~her~~ ^{her} heirs or assigns shall hold the same, and hereby waives the benefit of ~~her~~ ^{her} Homestead Exemption as to the debt secured by this deed.

If no default shall be made in the payment of ~~the~~ the above-mentioned note, then, upon the request of the part 4 of the first part, a good and sufficient deed of release shall be executed to ~~her~~ ^{her} at ~~her~~ ^{her} own proper costs and charges.

Witness the following signature and seal.

M E Kitchew [L. S.]

[L. S.]

Exhibit "E"

Dr. *Wm M. E. Nitcher*

In acct. with Farmers Bank of Hansemond, Suffolk, Va. Cr.

Hansemond 7th Please examine and report on this account as soon as convenient.

1882					1882			
Sept	16	Cash	838		Sept 2	By Note Discounted	1438 1/2	
Oct	14	Hubbard & Son	50		Dec 21	" Deposit	20	
	19	Cash	300					
	26	Wmson & Co	102 1/2					
Nov	1	Wm. H. Hume	50					
	22	J. W. H. Hume	15					
	29	Geo. T. H. Hume	318					
Dec	2	W. S. Hume	50					
	5	Wm. H. Hume	3133					
	13	Geo. T. H. Hume	50					
	23	W. S. Hume	50					
	"	Balance	1067					
			1458 1/2				1458 1/2	
					Dec 24	Balance	1067	

Ans. I dont think she did. I am not very positive. I know that I did not give her any opinion as to her rights. She had an opinion I knew, I had heard her express it and I have heard her express it since.

Ques 53.--I understood you to say that previous to that time you had ~~read~~ ^{read} the will of D.W.Kitchen deceased, am I correct?

Ans. I think so.

Ques 54. Then am I to understand from your two preceding answers that whatever your opinion might have been from the reading of that will you did not and would not on the occasion referred to have expressed it to either of these parties?

Ans.-- I mean that I had formed no opinion worth giving, and I was satisfied that Mrs. Kitchen had a very decided opinion on the subject. And I was pretty sure that John had no opinion of his own, but would rely upon the opinion of his mother, and of his two uncles, and his mother's counsel, all of which was in his reach within one half of the time--yes, one tenth of the time, which he had for reflection and consideration.

No other witness appearing, the further ^{taking of these} depositions is continued, by consent of parties, until Wednesday, the 30 day of November 1837, at the same place and between the same hours.

John B. Pinner
Notary Public.

Ques.46. Then the most of the time during your second interview was consumed in a conversation with Mrs Kitchen ?

Ans.--It was.

Ques 47.-- And your subsequent interviews were more casual than formal?

Ans.-- They were.

Ques.48.--Did not the question asked you by John R.Kitchen "Why did the bank want a deed from them &c" create the impression on your mind of a doubt in his own mind as to the title ?

Ans.-- I did not think that John Kitchen knew a great deal about his father's will or anybody else's will .I knew that he would go to his mother and ask her advice before he signed any paper or did anything, and I had heard I think from his mother herself, that she had consulted counsel in regard to the will, and I was sure that he would be satisfied with her explanation of his rights in his father's will.I did not consider that it made a particle of difference, whether he had a half interest, a quarter interest, a vested remainder or any other right or no right at all, after he told me that he was willing to convey all the right he had and all the right he might have in that farm .

Ques 49. Did he ^{not} ask you at that time what his right or interest in the farm was?

Ans.--I dont think so.

Ques 50 Are you sure that he did not?

Ans.-- I would not swear he did not. But I know very well that I did not tell him what right he had in the farm .

Ques 51.-- Did you not tell him what right his mother had or what power she had to convey it, or explain to him in any way her power over the land under his father's will?

Ans.--I did not, except to tell him that there was some doubt, or that some doubts had been expressed as to his mother's rights .

Ques 52. Did not Mrs. H Kitchen in the presence of her son John R., ask you whether under her husband's will she had a right to convey that land ?

did deliver it to John R. Kitchen or to some one at the house where he lived for him, and it was not signed and acknowledged until one day after that time expired viz:- on the 21 day of Nov 1835, and he did not sign it until I was requested to come over to the hotel that they were ready to do so. My leaving the deed with these people was done so that they might take it to any of their friends or to their attorney, and I advised John Kitchen to do so.

Ques 42.-- How many interviews did you have with John R. Kitchen about the execution of that deed?

Ans.-- I remember two, and I think it was very probable that we had other short interviews. He lived at Windsor and I lived at Windsor, and we both hung around the stores too much; sometimes I would meet him certainly ten times a day, and in meeting him, I might have asked him a question or he might have asked me one about the paper.

Ques 43.-- How long did your first interview with him last?

Ans.-- I don't reckon over two or three minutes.

Ques. 44 What period of time intervened between the first and second interviews?

Ans.-- I tried to answer that twice before. I wish I could recollect exactly, but I can not. It might have been the same day or it might have been the next day.

Ques 45.-- How long did the second interview last?

Ans.-- What I hear call the second interview is the interview in the parlor when his mother was present. It lasted for some time Mrs Kitchen talked a good deal, as she usually did about her different matters I had boarded at her house a good deal. I had worked for her and her husband in 1873 as a laborer on her farm, and she treated me very kindly and seemed to think a good bit of me, and surely I like her very well. The other conversations or interviews were had with John Kitchen, where I would meet him, about the rail-road, around the depot or about the stores. I do not mean in a crowd. If he wanted to speak to me or I wanted to speak to him, all that we had to do was to ask each other aside just a step or two so as to be private.

but I did tell him that there was such a doubt entertained by some of people and that the bank had heard such a doubt expressed .

Ques 39.--Did you not tell him that the officials of the bank had such a doubt?

Ans.--I might have expressed it that way .The distinction is very fine, but he understood me I am quite sure at the time .

Ques 40.--Did he at that time express any opinion as to what his rights were in the property or did you give him your opinion as to what his rights were?

Ans.--I dont think he expressed himself .I did not tell him my opinion . I told him that there was some doubt about the matter ;did not tell him it was my opinion or anybody else's opinion in particular .I told him the bank wanted to settle that doubt and that if he signed that deed, which I spoke of writing, he would be giving up all the interest that he then had, and all the right that he ever would have in that farm, that if it ever turned out that he had no right the deed would not be worth anything as to the farm ;if it did turn out that he had an interest in the farm, then the deed would cover that interest and that was exactly what the bank wanted to do, to be on the safe side in any event .He fully understood that deed before it was written to be or rather that it would ^{be} just what I now take it to be. John R. Kitchen signed that deed, fully knowing what he was doing, if he is capable of knowing anything, or understanding anything. Of this I am fully satisfied but I could not surely know the condition of his mind .He expressed himself at that time, and on other occasions as being willing to give up any right he might have in the farm, for the sake of his mother, and to carry out in good faith her contracts and obligations.

Ques 41.--Did not his very question "Why does the bank want a deed from us when it already has a deed from mother ", imply a hesitancy and unwillingness on his part to make that deed?

Ans.--I did not so understand it, but I wrote the deed and in writing it, I dated it in the body just a few days ahead ,intending and

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16.
I have found out specific facts since then, which I did not know at that time : then I wanted a general statement to use as a reamble to the deed .

Ques. 35.-- From whom have you since learned such additional and specific facts?

Ans.--From Judge Blow, from Mrs. Savage, from Col. Copeland, or rather from copies of the bank record which he has shown me, from Joe Duck, and from other people I dont recall right now.

Ques 36.-- Am I to understand you as saying, that Judge Blow, Mrs Savage Col. Copeland J.H. Duck and others have given you specific information as to how Mrs Kitchen disposed of any part of that fifteen hundred dollars ?

Ans.--If you so understand, you very much misunderstand what I did say.

Ques. 37.-- Then what do you mean when you say you have found out specific facts from these parties which you did not know at that time?

(Counsel is here notified that on all matters brought in on cross examination not elicited in examination in chief ^{questions and answers} will be held to be the deposition of plaintiffs and not defendants and will be bound ^{plaintiffs} ~~thereby~~ ^{thereby} ~~thereby~~)

Ans:-- I ~~thereby~~ have found out specific facts from these parties and others and from these specific facts thus found out, I get information as to how she applied the money or a part thereof at least. These specific facts constitute what I would call strong circumstantial proof going to show how she did apply the money, and if you desire me to state those facts, I will do so and then you can fully understand what I mean .

Ques 38. You have said that when you approached John R. Kitchen and told him what your instructions were, and that you wanted him and his sister to execute that deed, he asked you "Why the bank wanted a deed from them when it already had a deed from his mother," did you explain to him at that time, that the bank doubted whether the deed from his mother passed a valid title?

Ans.-- I ~~did~~ not know that I told him that the bank had any doubt

Ques .30 Why did you have a conversation at that time as to the disposition of the proceeds of the fifteen hundred dollar note discounted by the bank for his mother ?

Ans.-- At that time I did not have any conversation with reference to the disposition of the proceeds, but soon afterwards, probably the same day or the next day, I dont remember which, I had a conversation on that subject in order to enable me to draw the preamble to my deed, and to get at the consideration which would induce him to give such a deed, for I thought it would be proper to put those things in the deed, and I filled that deed in accordance with his statements and instruction, or with the instructions of his mother to which he assented .

Ques 31.--Do I understand you to say that Mrs, M.E.Kitchen gave you any instructions whatever in the preperation of that deed ?

Ans.--Instructions may not be the right word, but you may understand me to say and I do say that the preamble in that deed was made and based upon information derived from John R. Kitchen and M. E. Kitchen, his mother .

Ques 32.--Was any one else present during that interview between John R. & M.E.Kitchen on the one part and yourself on the other?

Ans.--No one else.

Ques 33 And you derived from them the information which you have set out in the preamble of that deed as to how she had disposed of the fifteen hundred dollars borrowed by her from the Farmers Bank?

Ans.---I certainly did, because the bank told me nothing as to what disposition she had made of the money, and I had no idea of my own at the time as to what disposition she had made, so far as I can recollect, and I have been trying for some time to recollect if I could, how she disposed of that money.

Ques 34.--And you have found out nothing more on the subject than is disclosed in the preamble to that deed ?

Ans.--I have found other facts .I dont know that those facts, which I have found out are covered by the phraseology of the deed or not, but

vate as between attorney and client ,but my very decided opinion now ~~is~~ is, upon a careful investigation of all the authorities in my reach, that the deed from M.E.Kitchen does convey a fee simple estate, and that I have the authorities which I believe will satisfy the court .

Ques 25.--My question referred not to what is your opinion now but what was ~~your~~ the opinion of your self and Col. Copeland on that subject at the time you were instructed to get the deed from John R. & Ella M.Kitchen ?

Ans.-- I have several times stated in this deposition that at that ~~time~~ time I had not studied the question, and had not formed any opinion at all.I have also said, and now say that I did not know what Col. Copeland's opinion was, but I thought he leaned towards Capt. Wright's construction viz:- a fee simple title.

ques 26.--You mean Capt. Wright's construction as interpreted to you by Col . Copeland himself?

Ans.--As interpreted to me by Col.Copeland ,by Mrs Kitchen, and by various other folks around Windsor, whose names I can not now recall.

Ques 27.--You have said that after getting your instruction from the Farmers Bank to secure this deed, you saw John R.Kitchen, told him what your instructions were, and asked him if he was willing to sign the deed, now, how long was this before you prepared the deed?

Ans.--Not longer than two or three days, it might have been the same day .

ques 28.--Did you explain to him fully and minutely what kind of a deed, and what debt he was to secure ?

Ans.--I told him that it was to be a deed conveying the interest, whatever it might be, of his sister and himself in the farm to secure what his mother owed the bank .I think that was about as minutely as I described it to him .

Ques 29.-- Did you tell him ^{at} that time how much interest was in arrears on the debt due by his mother ?

Ans. I do not remember but I told him some interest was due, I do not know whether I told him the amount or not.

which he had recently gotten from the clerk's office of Isle of Wight County, which I had read before .I had some time before, I think it was some time before, advised Mrs. Kitchen to employ her kinsman J.H.Nelms of Smithfield to bring a suit and have the will construed .That was not any professional opinion, for which I charged a fee, but a simple friendly opinion because I had heard Mr. Young, I think, speak of that will before .I considered then, and do now, the construction of wills to be the most intricate branch of the science of law, and it is with great deference that I ever give anybody an opinion as to what a will means .

Ques 22.--You have already said that a question had arisen whether under the will of her husband Mrs Kitchen held a fee simple estate or merely a life estate in that land .Whom did you hear express that doubt ?

Ans.--I heard N.P.Young .

Ques. 23.--Did Mr. Young say that he had any doubt as to what Mrs Kitchen's title was?

Ans. --Mr Young is quite an intelligent man, and always takes a lively interest in questions of this sort .When I first heard him speak about it he was decidedly of opinion, I thought, that she had only a life estate .Recently in the court room I heard him suggest to Mr. John H. Wright, that the will created a trust , that M.E.Kitchen was the trustee .At the first opportunity after that I wanted to know of Mr, Young why he was helping out the other side in this fight , then he went on to tell me about this trust estate business at length, but I don't remember all he said .

Ques 24.-- Did the question of doubt as to whether Mrs Kitchen held a life or fee simple estate never occur to your own mind or so far as you know with any certainty, to the officers of the bank?

Ans. I don't see how I could answer this question intelligently without exposing professional communications, which I then and now consider pri-

Ques 17.-- But the bank did want the deed from John R. Kitchen & Ella M. Kitchen in order to remove or settle the doubt so far as they were concerned as to the title given by their mother?

Ans.--I so understood it.

Ques 18.--And in accepting that deed was there not an admission on the part of the bank, that the title it held under the deed from Mrs. M.E. Kitchen was insufficient?

Ans.--Not at all.

Ques 19.--And did you not understand from your interview with Col. Copeland that he apprehended the security he had from Mrs Kitchen was insufficient?

Ans.-- I have tried to be plain and full in all my answers, but it seems that I am not .I mean to say that the doubt which had arisen Col. Copeland and the bank and myself apprehended might and probably would affect the sale, should the farm be sold, and while nobody, as I understood it at that time, had any doubt about getting the greater part of the fifteen hundred dollar debt, but that the apprehension, if apprehension it can be called, related to a possible failure of the sale whenever it should be made, to fully meet the expenses, interest, and principal of the debt and the execution of the trust .

Ques 20.-- Then I do understand you to say now that in the mind of Col Copeland as elicited in you interview, and in your own mind, there was no doubt ~~not~~ about what title the Farmers Bank held in that land under the deed from Mrs M.E. Kitchen ?

Ans.- I do not say that, nor do I intend to say that :on the contrary I understood that there was a vague doubt at that time, as I have already said I had not studied the subject, and was not prepared to give an opinion .

Ques 21--- Do I understand you to say that at the time you received the instructions to prepare this deed you had never looked into this matter or considered the question of title under that deed from Mrs Kitchen?

Ans. On that very occasion, Col. Copeland showed me a copy of the will

next time I saw them. John Kitchen was a young man, and frequently off from home .

Ques 13.-- In what month and about what time in that month did you receive instructions to prepare the deed?

Ans.--My recollection is that I got this instruction some time say 10 days before the 21 day of Nov 1835. I am going by the deed as to the last date .

Ques 14.--Did you not understand that the Farmers Bank was anxious to secure this deed from John R. & Ella M. Kitchen?

Ans.--I think the word "anxious" is too strong . From the very best information, which I obtained or could obtain, the difficulty amounted only to a plausible doubt, and not to a very grave doubt on the part of the bank . I did not feel that they wanted me to hurry at all, or that they were anxious about the matter but simply desired to remove a doubt. They were of opinion, they said, that from Mrs. Kitchen's past conduct in meeting interest and making curtails that the land would have to be sold ultimately .

Ques 15.--Then they admitted that the security they had for the debt of fifteen hundred dollars, to-wit-the deed from Mrs. Kitchen only, was of doubtful validity?

Ans.--I do not understand that they admitted that exactly . The question which had arisen as to title was a question as to whether M.E. Kitchen had a life estate, or a fee simple estate, and that if that question was circulated through the community, it might reduce the proceeds of any sale made under the M.E. Kitchen deed of trust something below the amount of their debt .

Ques 16.--How could the circulation of such a question affect the sale, if the title itself was good?

Ans.--A report circulated in regard to bad title in a piece of land affects it very much like a bad report circulated about a good lady. . I only know that such is the case in my experience , the bank nor any officer of the bank discussed that question with me, so far as I know.

J.H.Wright as doing some professional work for the bank and he showed me a pamphlet, some sort of a directory or advertising medium, in which the name of J.H.Wright appeared as attorney for the Farmers Bank, but I do not think he told me anything about how it got there. He gave me a deed, which I now have and which I know to be in the handwriting of Mr. J.H.Wright. He gave me that deed to use in preparing the other.

Ques 8.-- Do you remember the name or date of the directory which was shown you or whether it was an attorney's directory, a bank directory, or a mercantile directory?

Ans.-- I paid but little attention to it. I do not remember its date or its name, but my recollection now is, that it was a banking directory or pamphlet, but I am not at all sure about that.

Ques 9.-- Was it a new or an old one?

Ans.-- I do not recollect anything about its date. I am sure I never looked at its date at all, but it was a paper which had not been handled a great deal, and I have no idea whether it was new or old, only I know it was in good condition.

Ques. 10--- In your interview with Col Copeland to which you have referred, previous to the execution of the deed, were you instructed to have the deed executed as soon as possible, or otherwise?

Ans.-- ~~I understood~~ ^{I understood} that the bank was in no particular hurry, but that it might be done just as soon as I could conveniently have it done. I am very sure that they did not hurry me, but I understood that they wanted it done. I know he said that the fifteen hundred dollar note was past due.

Ques. 11.-- Did you not proceed at once to secure that deed under the instructions you had?

Ans.-- That is my recollection.

Ques. 12.-- How long was it after you received your instructions before you approached the plaintiffs to talk with them about it?

Ans.-- I do not remember the length of time. I lived at Windsor and they lived at Windsor, and I suppose that I approached them the very

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I do not remember any other at all.

Ques 4.--Did he tell you what kind of a deed he wanted? or what interest the plaintiffs had in said farm?

Ans.-- He told me that he wanted a deed to remove all doubt as to M.E. Kitchen's title to the farm in controversy, so far as John R. & Ella M. Kitchen were concerned, they being the only children 21 years old, and he left it with me to carry out that purpose by writing a deed such as I thought proper. He did not tell me what interest John R. & Ella M Kitchen had in the farm in controversy, but he did tell me that Captain Wright had represented to the bank that Mrs.M.E.Kitchen had a good fee simple title in the farm, and I thought from what he said that he was of the same opinion himself, but he said that some others, Mr.N.P.Young for one, had expressed doubt as to that title and the bank wanted the question settled by a deed from these people.

Ques 5.--Did he mention the name of any other person, attorney or other-wise, who had expressed any opinion as to the title of Mrs M.E.Kitchen in said farm?

Ans.--On that point my recollection is not very distinct, but I think he mentioned the name of Judge R.H.Rawles. I am almost sure he mentioned no other name except Rawles and Young.

Ques 6. Why did he mention my name or the name of J.H.Wright at all?

Ans.--I said that he mentioned the name of Capt. Wright in connection with the deed from M.E.Kitchen as having written the deed and as having advised the loan and the names of Messrs Rawles and Young, I am quite certain about Young, but not quite certain about Rawles, as having expressed doubt about that title, and when I said that he mentioned the names of Rawles and Young only, I intended to speak of them as differing in opinion on the question of title with Mr.Wright.

Ques 7.--Did he speak of J.H.Wright as the attorney for said bank at the time the loan was made to Mrs.M.E.Kitchen?

Ans.--I did not understand him to speak of J.H.Wright as being the regular attorney, or one of the regular attorneys, but he did speak of

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under different deeds of trust, and I have been counsel for two or three parties in obtaining judgments against Mrs. Kitchen, and that I have acted as associate counsel in two chancery causes against her and her family . And I do know that Mrs. M. E. Kitchen is now, and has been for at least a year or more, insolvent. I have judgments against her on which executions have been sued out, and returned "no effects". John R. Kitchen, who left Windsor some time the last of last winter or in the spring of this year, as he said, to become a book agent and to travel for a house in Richmond to sell some book by subscription, and I know that his relatives, who say they receive letters from him, speak of him as coming home at some time or other referring to Windsor as his home, he is a registered voter there, unless his name has been recently stricken from the book, his name is on the hotel sign in front of the hotel, as one of the proprietors of the hotel, he says in a paper here purporting to be his deposition that he ~~now lives~~ his "residence" at the present time is Valdosta Ga., and that while I am not prepared to say that his residence is or is not where he says it is, but I consider his real home Windsor, Isle of Wight County, Virginia.

(Answer excepted to.)

Cross - examination.

Ques 1--You say that you were directed to prepare a deed from John R. & Ella M. Kitchen to John R. Copeland, Trustee or some other person conveying whatever interest they had in the farm in controversy, how long before the deed was prepared did you receive such instruction?

Ans.---Only a few days.

Ques. 2 With what officer or officers of the bank did you consult relative to that deed?

Ans.---The president, Col. Copeland .I dont remember any other. The cashier, Mr Jones, might have said something to me in the same connection.

Ques. 3 How many interviews did you have with Col. Copeland on the subject?

Ans.--One before the execution of the deed and one after its execution.

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to hear it read, I should have read it, for I advised John Kitchen, I recollect distinctly, and I think Ella M. Kitchen, to consult some of their friends in regard to their deed, before they sent for me to acknowledge it. In these depositions some one or more of the witnesses refer to the application of the proceeds of the fifteen hundred dollar note discounted for their mother by the bank, and say out of the proceeds thereof that she bought some lots of land around Windsor, referring to a lot bought from Q.A. Watkins for 130 dollars, and a lot bought from J.H. Underwood for 200 dollars; as to these lots I know they were bought, and the deeds recorded before the 7 day of Sept 1832, at which time the note was discounted, as well as I recollect, and they refer to another lot called "The Waddill lot" conveyed to M.E. Kitchen by W.S. Holland Special Com'r. in the suit of "Underwood, Guardian vs. Underwood and others", and to the best of my recollection the purchase price was \$350 or \$360, and that as much as 750 dollars of that purchase price was paid in the latter part of the winter ^{of 1833-4} or the first of the spring 1834. I do not know where Mrs Kitchen got this 360 dollars (Here witness produces a letter from the clerk of Isle of Wight Co. marked "B" which he files with his answer) I do not know, as I said before, where she got this 360 dollars, but from my knowledge of Mrs. Kitchen, I am quite sure that she could not and did not keep 360 dollars from the 7 of Sept 1832 until February 1834 without spending or using it in some way. As to the millinery goods, I know nothing of my own knowledge except that I know she had a little millinery store in a little room between her hotel and J.E. Nelms's store for a while, I do not know how long.

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(Answer excepted to.)

Ques 6.--Please state any other facts you may know.

Ans.--There is one fact which I think I ought to state, and that is that I have been counsel for J.H. Duck and his trustees very recently in selling Mrs. Kitchen's home at Windsor, and some of her real estate around Windsor, and her household and kitchen furniture last Saturday

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fifteen hundred dollars ~~as~~ well as the interest, and as well as the \$92.37. I made no distinction in these debts in my representation in regard to security, but clearly and as distinctly as I could I represented that they were securing the whole & indebtedness to ~~the~~ bank, principal, interest overdue, and all interest accruing while the note remained in bank. Miss Ella Kitchen says that she understood by securing bank, that if her mother and her brother failed to pay that interest, then in that event, she was to work and to pay the bank herself. I made no such representation to her. I knew she was a poor girl, had a poor mother, and that she would do well to take care of herself. I would not then and I would not now regard her obligation to pay money worth anything. I do not mean in speaking of her obligation, to refer to the moral obligation, but speak of it from a financial point of view, unless that obligation should be secured in some way. In the bill, the plaintiffs say they do not recollect whether the deed was read to them or not. In the depositions, they say, or one of them says, that the deed was not read to them, that it was partly read to them. In that connection I say that I did not read the deed to them, nor any part thereof, so far as I can recollect; that they had had the deed for at least two days in their house, and they told me they were ready to sign it and they did sign it, and they did distinctly acknowledge it to be their deed; each made his own signature. Miss Ella M. Kitchen was at that time, or had been, a school teacher. I had examined her myself as superintendent of schools. I knew she could read. I knew she could write and I knew she understood the meaning of such English as that deed contained. I knew John R. Kitchen was the leading member of the firm of J.R. Kitchen & Co. I knew he could read and write. I knew he had been clerk in a store a part of his time. I knew he had seen and read several deeds, and I took it for granted that when they told me they were ready to sign the paper, that they had read it. I don't know whether they had ever read it or not, but I do know that they had abundant opportunity to read it, and I do know if they had expressed any desire

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but I am giving the substance and purport of what was said in my own words.

(Answer excepted to.)

Ques. 4-- Can you state anything further in rebuttal of the depositions given by ~~M.E. Kitchen~~ John R. Kitchen or Ella M. Kitchen or W.E. Kitchen?

(Excepted to.)

Ans.--I think I can

Ques. 5. Please state it.

Ans.--Ella M. Kitchen gave a very long deposition .I was present on the cross-examination .I do not recollect all she said, nor do I understand all she said, but I know that there are several things incorrect in her depositions. She swears positively that she only signed one paper on the 21 of Nov, 1885, when the deed was presented to her by myself. I know she signed two papers, a note and a deed .Ella M. Kitchen, John R. Kitchen, and I believe, W.E. Kitchen all say that I promised that if they would pay the interest on fifteen hundred dollars, a debt due by their mother to the bank, and would pay a debt of \$92.37, and the interest on it, that the bank would never sell the farm or collect the principal. I made no such promise, I used no words which could reasonably be tortured into such a promise .I had no authority to make any such promise and did not attempt or endeavor to make it .I did tell them that I would use whatever influence I might have in getting one year's indulgence .I remember well that one year was the time alluded to & that after that time, I told them that I thought the bank would sell the farm, unless the debt was wholly paid or largely curtailed ,but as to that part of the business I had no connection, and was not authorized to speak. Ella M Kitchen says in her deposition that I represented to her that she was signing a paper to secure the Farmers Bank in the payment of \$92.37 and the interest on it, and the interest on fifteen hundred dollars .That I suppose was included in what I did tell her but to her and to John, I represented that the paper secured the whole

4

On the same occasion when the deed was signed John R. Kitchen and Ella M. Kitchen signed or endorsed a note for \$92.37, as well as I remember the amount, payable to the Farmers Bank for overdue interest, as I understood it. I told them that the fifteen hundred dollar note was at the bank, but that the deed secured the whole indebtedness
(Answer excepted to)

Ques. 3.--Relate any statements made by plaintiffs or in the presence of plaintiffs in regard to the matter in controversy?

Ans.--I have already related statements made before and at the time of the execution of the deed from the plaintiffs to Copeland, Trustee. After that time I have heard John Kitchen repeatedly say that he had given up his interest in the farm for his mother's sake, and I have heard her say on different occasions in the presence of John R. Kitchen & Ella M. Kitchen that the bank had gotten a deed from her children, but that she had a perfect right to sell that farm, and she did not believe that John Kitchen or Ella Kitchen had any right in it, and that she regretted very much that the bank had ever asked for the deed from John & Ella, because it would hurt the sale of the farm; that she could not sell the farm to advantage, if those wanting to buy should find out that the bank had any doubt about her title. I remember on one occasion when they were present in the parlor, I was sent for to write and did write a circular, advertising the farm for sale by M.E. Kitchen. This might have been before the deed was executed, but I think it was after its execution. I know the circular was printed and circulated. I remember in the early part of this year, I was sent for by Mrs. Kitchen and solicited to make a sale of the farm for her to Joseph H. Duck, that she earnestly begged me to persuade Joe Duck to buy it, that she could make him a good deed, that John and Ella would sign a deed to Joe Duck, as they had done to the bank, if he wanted it. Ella M. Kitchen was in the parlor at that time, and evidently heard what was said. She made no reply so far as I remember. I do not claim to be stating the exact language used by the parties in these conversations.

as a notary public . I suggested that John Kitchen see the bank himself in regard to the indulgence asked for .I think I sent the deed to the bank myself by mail .In a few days I was in Suffolk ,went in the bank,saw Col.Copeland,president of the bank ,made known the request of the plaintiffs in regard to the indulgence asked for and he said that he thought they would be allowed 12 months, but I did not understand him as making or ratifying any contract at all ,only promising to use his influence in securing the indulgence asked for .

This is substantially what occurred at the time the deed was executed I do remember distinctly that in the first conversation ~~between~~⁺ myself and John R. Kitchen and his mother that they wanted to know why the bank should want a deed from them,when they already had a deed of trust from their mother .I told them that I did not know why but there was some doubt in regard to what estate their mother had in the farm and that the deed was wanted^d in order to remove every possible doubt, that the bank was exceedingly careful and strict, and wanted undoubted security for their money .They said that their counsel or their mother's counsel had advised them that she had a right to make the deed of trust which she had made, and they did not know why the bank wanted another deed of trust on the same land .I told them they wanted it for the reason I had just given, and that when he signed that deed, which I intended to draw , they would surely have no right in the farm, unless the fifteen hundred dollars was paid by their mother or by some one for her .He said ,John R. Kitchen said, that his mother had gotten the money from the bank and that she had used it for the good of the family, as she thought, and that he and his sister would sign the deed ~~whether~~⁺ they had any interest in the farm or not. I did not instruct them or explain to them what right I thought they had in the farm.I had never studied the subject enough to give an opinion but I did tell them distinctly that the deed was intended to convey all the right which ~~they~~^t they had or might have in the farm and that their right, if they had any, was to be conveyed and that the object of the bank was to remove every doubt so far as they were concerned

2

Kitchen and Ella M. Kitchen might have in the farm in Isle of Wight Co. near Windsor, on which D.W. Kitchen their father died. Soon after I got this instruction from the Farmers Bank of Nansemond, I saw John R. Kitchen who lived at Windsor, told him what my instructions were, asked him if he was willing to sign such a deed and he told me that he was. He and I and his mother, M.E. Kitchen, then had a talk as to how the proceeds of the fifteen hundred dollar note discounted at the Farmers Bank had been applied, and we talked the matter over fully. Soon afterwards I prepared a deed containing a preamble, in which I set out fully what occurred at that conversation, using I am sure different language but conveying substantially the same meaning as the language used at said conversation. I carried that deed, after it was drawn, and left it at the hotel of J.R. Kitchen & Co, Windsor Va, where the plaintiffs, and their mother resided in the same house together and was told that Miss Ella M. Kitchen was not at home, but would be there soon and that they would let me know when they were ready to sign and acknowledge the deed. After some days, I do not recollect how many, I got a note or a message from John R. Kitchen or from John R. Kitchen and Ella M. Kitchen both, informing me to come down to the hotel that they were ready to fix up that business. I went to the hotel, found John R. Kitchen and Ella M Kitchen in the parlor, the deed I had written was lying on the table in the room where they were when I entered it. They told me in reply to my question that they were ready to sign the deed but they wanted the Bank to give them a year before selling the farm. I told them that I had no authority to make any contract for more than ninety days, that I had tried myself to make a bargain with the bank when I borrowed some money myself from it to get them to give me 2 years time, but they told me they would only make a contract for 90 days. I told John R. & Ella M. Kitchen that while I could not make a contract for more than 90 days, not having any authority to do so, I would use whatever influence I might have to get the bank to hold the note for one year, provided they kept the interest promptly paid. They then signed the deed, acknowledged it before me

To John R. & Ella M. Kitchen

You are hereby notified that on the 23rd day of November in the year 1887 ,
at the office of R. H. Bouley in Suffolk Va between the hours of 6

o'clock A. M. and 8 o'clock P. M. of that day I shall proceed to take the depositions of C. A. P.

Abbitt, J. R. Copeland, W. S. Halcant

and others, to be read as evidence in my behalf in a certain suit in chancery

depending in the civ. court of Sta. of wig. hi county, wherein

J. M. are plaintiffs, and Hornum Bank of Staunt & J. R. Copeland & others

are defendants; and if from any cause the taking of said
depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will
be adjourned from time to time or from day to day and from place to place or at the same place be-
tween the same hours until the same shall be completed.

Your obedient servant,

Hornum Bank of Staunt
J. R. Copeland & others
by W. S. Halcant atty

Jos R. & Ella M. Kitchen

v s { Notice

From Court of June 21, 87

Executed this 17th day
of November 1887 by
delivering a true copy
of the within notice to
Ella M. Kitchen and
John H. Wrigley atty
for the plaintiffs and
by leaving a true copy
at the home & hotel
of J.R. Kitchen & Co for
Jos R. Kitchen and
explaining to his mother
the purpose hereof

W. A. Edwards

Shff.

CLERK'S OFFICE,
ISLE OF WIGHT COUNTY, VIRGINIA.

N. P. YOUNG, CLERK

Isle of Wight Co. N., Va., Nov. 22nd 1887.

Mr. W. S. Holland

Atty. at Law.

Dear Sir,

Yours of today recd. In compliance
therewith I will inform you that the deed from
Q. A. Watkins to Mr. E. Kitchen is dated 25th of
July & recorded 12th Aug. 1882, conveying 14 acs. for
sum of \$130.⁰⁰ — The deed from yourself as conveyed
in suit of Underwood & Dr. vs. Underwood & Co. is dated
5th Feb. 1884. for the "Waddell" lot. The con-
sideration in this deed is \$800.⁰⁰ Part paid cash
at sale and remainder \$707.⁰⁰ paid, as shown
by your report in the cause, on 6. Feb. 1884.

I find that Mr. Kitchen in March 1882
bought from J. H. Underwood wife a piece of
land adj. B. W. Johnson, Ashburn & Co. for \$200.⁰⁰
quantity not stated.

Yours truly
N. P. Young & Co

Exhibit-

B,

in evidence,

Exhibit "B"

The depositions of W.S.Holland and others taken before me John .B. Pinner, a notary public for the County of Nansemond, State of Virginia, pursuant to notice hereto annexed, at the office of R.H.Rawles in Suffolk, Va. between the hours of 10 A.M. and 6 P.M. to be read as evidence in a certain suit in equity depending in the Circuit Court of Isle of Wight County State of Virginia, wherein The Farmers Bank of Nansemond and John R. Copeland ^{Smale} are defendants, and John R. & Ella M.Kitchen are plaintiffs.

Present R.H.Rawles, attorney for defendants

John H.Wright, attorney for plaintiffs.

The witness W.S.Holland being duly sworn deposes as follows

Ques 1.---State your age, residence, occupation and do you know the parties to this suit?

Ans.-33 years old, Windsor Va, attorney, I do, well.

Ques 2.--In the bill filed in this cause it is charged that you made certain misrepresentations, statements, please state all you know in connection therewith?

Ans.--By reference to the bill I find the substance thereof put in words as follows "They do not recollect that said paper was read to them but to the best of their recollection and belief they acted solely upon the representations made at the time by the attorney for the said Farmers Bank of Nansemond, and that the representation so made were misleading and deceptive: and your complainant's charge that their signatures to said paper marked "C" were procured by such misrepresentation of their rights in the premises as to make its execution fraudulent and void". I utterly deny this statement. I distinctly remember that some time in Nov. 1885 I was directed to prepare a deed from John R. Kitchen and Ella M.Kitchen to Col John R. Copeland or to some other person as trustee, conveying whatever interest John R.

Notes



\$1500⁰⁰

SUFFOLK, VA., Dec 31st 1886

Ninety days after date I promise to pay unto
Farmers Bank of Nansemond Va. or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Fifteen — — — — — Dollars,
100

for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

M E Kitchen

Notes

J. M. Kitchen
E. M. Kitchen



\$ 92 ³⁷/₁₀₀

SUFFOLK, VA., Dec 31st 1886

Ninety days after date I promise to pay unto
J. E. Kitchen + Ella M. Kitchen or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Ninety two — — — — — ³⁷/₁₀₀ Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

M E Kitchen

Notes

J. M. Kitchen
E. M. Kitchen

Markham
Notes

28600

49969

Sept 29

58-



\$1500⁰⁰

SUFFOLK, VA., June 28th 1886

Twenty days after date *I* promise to pay unto
The Farmers Bank of Nansemond or order, negotiable and
payable at the ~~to~~ Farmers Bank of Nansemond, Suffolk, Va. ~~to~~ without offset,
Fifteen hundred 100 Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

H. E. Kitchener

Martha
Notes

Mr. R. Kitchin
Ellen R. Kitchin



49968
\$92³⁷

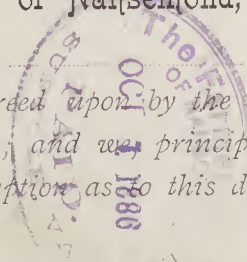
49968
SUFFOLK, VA., June 28th 1886

Ninety days after date. I promise to pay unto
Geo. B. Kitchen & Co., 71st St. or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Ninety Two

37¹⁰⁰ Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance, and we principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.



Geo. B. Kitchen

John R. Copeland, President

W. H. Jones, Jr., Cashier

The Farmers Bank of Nansemond

Suffolk, Va. Oct 12th 1887

Dear Sir:

Please find my report of the
sale of the life interest of Mrs
Kitchen farm on the 1st of October
together with the vouchers, which you
will please ^{place} ~~send~~ on file among
the papers, or such other way
as the law directs and oblige
Yours Very truly

John R. Copeland

Norfolk for the sum of Four
Hundred dollars that being the
highest bid for the same; and
that the said Bank has paid cash
in hand and that he has made a
deed to the said Bank for the said
life interest with the usual covenants
of title; the following is the account:-
Cash rec'd for sale of Life Interest \$400.00
Paid out as follows:-

Suffolk Herald advertising \$6.00

" " " 5.00

Grier 3.00

Insurance paid by Bank on building 7.30

Commissions Reserved 20.00

Expenses \$41.30 \$44.30

Nett Balance \$358.70

Paid to the Farmers Bank of Norfolk 358.70

See vouchers filed herewith.

All of which is respectfully submitted.

John R. Copeland Trustee

To the Hon C. W. Hill Judge of
the Circuit Court of Dale of Wight
County:-

The undersigned, the Trustee in the deed
of trust from M. E. Kitchen to John R.
Copeland for the benefit of the Farmers
Bank of Housemannd begs leave to submit
the following report:-

That by virtue and authority vested in
him by said deed as well as by the
decree of the said Circuit Court in
the case of Kitchen et al vs The Farmers
Bank of Housemannd rendered on the

day of 1887, he proceeded on
the 1st day of October 1887 at Windsor
in said County after having first duly
and legally advertised the same to sell
in and at public auction to the
highest bidder the life interest of the
land said M. E. Kitchen widow of S. W.
Kitchen in the land in the bill and
proceedings mentioned. he having first
fully complied with all the requirements
of the law in such cases as well as with
the requirements of said trust deed and
said decree of Court: at which said
sale the said life interest in said land
was struck off to the Farmers Bank of

Suffolk, Va., Sep. 1887

Mr J R Copeland Trustee
 To Suffolk Herald, Dr.

TRANSIENT ADVERTISEMENTS and
 SUBSCRIPTIONS Payable in Ad-
 vance.
 Annual Advertisers Required
 to Settle Quarterly.
 JOB WORK, CASH ON DELIVERY.

Fine Job Work a Specialty.

1887

Sep 6	To Printing 50 Bills Notice of Sale of Mrs Kitchens Land	1.00
Sep 9	To Advertising Sale of Mrs Kitchens Land in Herald 4 inches 3 weeks	5.00
		6.00

Oct 8th 1887

Received Payment
 Duplicate J. E. Bookers
 Paid

Suffolk, Va. July 9

1887

Mr R Copeland Trustee

To Suffolk Herald, Dr.

Fine Job Work a Specialty

TERMS:
Transient Advertisements and
Subscriptions, Payable in
Advance.

Annual Advertisers are Re-
quired to Settle Quar-
terly.

Job Work, Cash on Delivery.

1887

July 4 To Publishing Notice of Sale
of Mrs M E Kitchens Land
3 1/2 inches 3 weeks
To 50 Hunt Bills Notice of
Sale of above land

\$ 4.00
1.00

TRUSTEE'S SALE OF A VALUABLE FARM!

By virtue of several deeds of trust made by Mrs. M. E. Kitchen and John R. Kitchen and Ella M. Kitchen, and recorded in the Clerk's office of Isle of Wight county, I shall proceed to sell at public auction, at Windsor, in said county, on

SATURDAY, FEBRUARY 26, 1887,

the farm and plantation on which the late D. W. Kitchen resided, and which is now owned by Mrs. M. E. Kitchen, to satisfy a debt due to the Farmers Bank of Nansemond. The tract contains three hundred and forty-five acres, but the land will be sold in gross and not by the acre.

This farm is within about two miles of the village of Windsor, in the county of Isle of Wight, has good and commodious dwelling and all necessary outhouses, and is regarded as one of the best plantations in that neighborhood. Any person wishing to purchase is requested to examine the premises.

TERMS.—Six or seven hundred dollars will be required in cash, the balance in two equal payments, with reasonable credits, the bonds bearing interest from day of sale until paid. and a deed of trust on the property to secure the deferred payments.

It is seldom an opportunity is offered to buy such valuable property.

JOHN R. COPELAND,
Trustee.

fe4-3t

Recd Payment
J. H. Proctor
Duplicate

Recd of Farmers Bank of
Wassena three dollars for services
as Auctioneer for the sale of life
interest of Messrs Wm. E. Ketchum from
sold by J. R. Copeland Trust. on 1st
day of Oct. 1887.

R. A. Cameron Crin

\$3.00

— Chas. Ketchum & Co

The Farmers Bank of Nansemonö.

Suffolk, Va.,

188

Dear Sir: We have your favor of the inst., with
enclosures as stated Very respectfully,

W. H. Jones, Jr., Cashier

Credited:

Entered:.....

We enclose:

Recd of Jno R. Ireland Trustee Their Remitted
Fifty Eight & 2/100 Dollars -

Suffolk Co
10/12/87

M. J. Murphy

Recd of Jno R. Ireland Trustee Swan & 30/100
Dollars being balance due on Insurance
Premium (Kitchen Farm House) paid by
the Farmers Band of Aggravation.

10/12/1887

M. J. Murphy

COURTS:

Nansemond, Isle of Wight and Southampton
Counties, and United States District
Court at Norfolk, Va.

OFFICE OF RICHARD H. RAWLES,
Attorney at Law,

Suffolk, Va., Oct 12th 1887

Mr. N. P. Young:-

Dear Sir:-

You will please file the ~~following~~
three enclosed papers in the Cook injunctive suit
of J. R. & Ella M. Kitchen vs The Farmers Bank
of Nansemond.

Very truly
R H Rawles

TRUSTEE'S SALE

—OF—

Land in Isle of Wight County

By virtue of and pursuant to a deed of trust from Ella M. Kitchen and John R. Kitchen to the undersigned, as trustee, dated on the 20th day of November, 1885, and a deed of trust from M. E. Kitchen to the same trustee, dated on the 7th day of September, 1882, and a decree of the Circuit Court of Isle of Wight county, entered in the cause of "Kitchen, per friend, &c., vs. Farmers Bank of Nansemond, et als.," on the 3d day of September, 1887, (all which deeds and said decree may be found of record in the County and Circuit Court Clerk's Office of Isle of Wight county), and at the request of the beneficiary under said deeds of trust, I shall offer for sale at public auction, at 12 o'clock M., on

Saturday, October 1st, 1887,

AT WINDSOR, in Isle of Wight county, the following property, to wit:

1. The Farm of which D. W. Kitchen died seized and possessed, lying and being in the said county of Isle of Wight, about two miles from Windsor, for and during the life of Mrs. M. E. Kitchen, the widow of said D. W. Kitchen.

2. All the right, title and interest of every kind and description of John R. and Ella M. Kitchen in and to said Farm, as conveyed by their said deed.

 This is A LARGE FARM, and has on it a large two-story Brick Dwelling, with large and convenient outhouses, an orchard, a good well of water, and many other attractions.

TERMS CASH!

September 6, 1887.

JOHN R. COPELAND, Trustee.

Kitchens - Per Ficus

is } In Charge -

The Francis Bk of Mass. & als

In vacation

May 6th 1887

Deceit

To be Entered.

C. H. Hall

To the Clerk of the Circuit
Court of Isle of Wright Co.

~~We consent to this Order.~~

Jacob H. Wright Jr.

May 9th 1887.

Received in the
Clerk's office and
entered - p. 189.

Test, A. D. Spring Clerk

In the Circuit Court of Isle of Wright County:

in vacation, the 6th day of May 1887

Kitchens, per friend

or

The Farmers' Bank of Nauvoo and also

} In Chancery

This cause

came on this day ^{by consent of parties} to be heard upon the Bill of the Complainants and Exhibits filed therewith, & the answer of Defendants, and general replication thereto, and was argued by Counsel.

On consideration whereof, the Court, continuing the injunction awarded herein, for the present, both adjudge, order and decree that R. A. Edwards, Sheriff of Isle of Wright County, who is hereby appointed Receiver for that purpose, having given a bond before the Clerk of this Court with security approved by him, in a penalty of Eight Hundred Dollars ^{under charge of, rent out and} conditioned according to law to proceed to collect any unpaid rents of the Farm in the Bill and proceedings mentioned, when the same shall mature, and deposit the same in the Farmers' Bank of Nauvoo and to the credit of the Court in this Cause, and subject to the future orders of the Court herein.*

And all other questions involved in said Suit are continued for further hearing - ~~at the~~

~~clerk of the circuit court for~~
~~Isle of Wright County.~~
May 6th 1887

* And all existing contracts for rent for the year 1887, are held binding, except that such rents shall be paid to said Receiver, if not prior to the institution of this suit - paid to any other party.

Kitchin per Just. ci. es,
vs { In chng
Homer Bank of N. H. & C.

In vacation
Sept. 5th 1887

To be entered &
C. M. H. C.
Judge

To the clerk of the
Circuit Court of
Joh. of Wright County
in the State of Virginia

1887. September 5th
Received in the Clerk's
office of Cir. Ct. of J. W.
Co. and entered of
Record. page 191.
Testo: A. S. Younger

Kitchen per just &c -
vs
Hans Bond of Nams. Jno. R. Copeland

In vacation:

This cause came on this day in vacation in the town of Suffolk by consent of parties on the papers forming read and was argued by counsel on consideration whereupon the court doth order adjudge and decree that the injunction awarded in this cause is dissolved so far as the deed of trust from John R. and Ella M. Kitchen to Jno. R. Copeland trustee is dated on the 20th day of November 1885 - ^{a copy whereof is} filed as an exhibit in this cause is concerned, ^{as being improvidently awarded the said Jno. R.} and is further dissolved so far as a sale of the life estate of said M. E. Kitchen ^{as assigned in the bill} is concerned under her deed to said Jno. R. Copeland trustee dated 7th day of September 1882 and the said Jno. R. Copeland is hereby authorized and allowed to sell under the deeds aforesaid so far as the said life estate of said M. E. Kitchen is concerned and so far as the said deed from Jno. R. and Ella M. Kitchen is concerned - and that said Jno. R. Copeland bring report to court - and all other

and Ella M. Kitchen not parties to this suit.

questions raised in the record
in "This case is continued and
adjourned ^{for future consideration} until the further order
of this Court.

Kitchin trees

v. J. Du Chay

Populus material

Enter this

Oct 22 1887

C. M. W. C.

Entered

No. 24

Geo. R. & Ello M. Kellum

Kellum &c

vs

F. Burt et al.

This cause came on this day upon the motion of the defendant requiring the plaintiffs to give a new bond, and was argued by counsel. Upon consideration whereof, the court doth adjudge, order, and decree that unless the said plaintiffs shall, within ~~ten~~^{twenty} days from the time a copy of this decree shall be served upon ~~the~~^{the parties or their atty.}, execute a new bond in the penalty of six hundred dollars, before the ~~the~~ clerk of this Court, conditioned according to law, and with sureties deemed sufficient by said clerk, the injunction, heretofore awarded in this cause, shall be dissolved. The motion to dissolve the injunction is continued to 25th day of Nov. 1887. ~~and leave is given to file the answer and answer lodged in this cause by the day of - Oct. 1887~~

In the Circuit Court of Suffolk
County, the 22^d day of October 1887.

John R. Kitchen and Ella M. Kitchen Plffs.
v. J. W. Chace

John R. Leonard Trustee and the Far-
mer Bank of Kausemord Defs.

This cause came on this day upon
the motion of the defendants requiring
the plaintiffs to give a new bond, and was
argued by Counsel: Upon consideration
whereof, the Court doth adjudge, order, and
decree that unless the said plaintiffs shall
within twenty days from the time a copy
of this decree shall be served upon the
parties or their attorney, execute a new
bond in the penalty of six hundred Dol-
lars, before the Clerk of this Court, con-
ditioned according to Law and with
sureties deemed sufficient by said Clerk
the injunction heretofore awarded in
this Cause, shall be dissolved

a copy
Teste.

J. O. Young clk

Ketchikan for 70
ms

H. Bump & Co -

To be entered
Oct 27, 1887
C. W. Hall

Entered
No 38

Kitchen for first

vs

Home Bus. et. al.

This ~~cause~~ case came on this day to be heard on the bill and answer with general replication thereto & exhibits filed and was argued by counsel on consideration whereof the court doth refuse to dissolve the injunction granted the plaintiffs in this cause on the motion of the defendants and doth continue the said motion to be heard in vacation in the City of New York on 25th day of November 1887 and on motion of the plaintiff it is ordered that each party make to the defendant

Kellum Jno R. & W. M.
No 2
Copied & Kellum at 1887

Oct. 1887

To the extent

C. M. H. L.

Entered

No. 25—

Jno B & Ello M. Kitchen

vs

Copeland Austin

This day came the parties by their attorneys
upon the motion to dissolve the injunction her-
etofore awarded on the — day of — 1887, and
by leave of court — the defendant is allowed
to file his answer ^{heretofore lodged in the clerk's office} and the court doth
continue the hearing of said motion until the
25th of November next at Norfolk Virginia.

cc - the clerk

John R. & Ella M Kitchen.

Vs.

The Farmers Bank of Mansfield ct.

Nov 27th. 1889.

D E C R E E .

*To be entered
CMH*

Entered #3

Jno. R. & Ella M. Kitchen

Vs.

The Farmers Bank of Nansemond and Jno. R. Copeland trustee.

This cause came on this day to be again heard on the papers formerly read, on the bill and answer with general replication thereto, on the defendants, demurrer, on the depositions of witnesses regularly taken and filed and on exhibits filed with the bill and answer, and was argued by counsel for plaintiffs and for defendants; on consideration whereof the court being of opinion that the allegations of the bill are not sustained by the evidence doth so decide and doth adjudge order and decree that the demurrer be and the same is hereby overruled and that the bill be dismissed and that the injunction herein and heretofore granted the plaintiffs be and the same is hereby dissolved, and that the defendant trustee is hereby ordered to sell under the deed of trust from said plaintiffs when so requested by the said Bank beneficiary in said deed on the terms in said deed prescribed, and the court doth also adjudge order and decree that the plaintiffs pay to the defendants their costs in this behalf expended.

And upon notification and motion of the plaintiffs the execution of this decree is hereby suspended for ninety days for the purpose of allowing the said plaintiffs time to apply for a writ of error and supersedeas, but before so much of this decree as suspends the execution of the other part thereof shall take effect the plaintiffs shall enter into bond before the clerk of this court ^{in the penalty of \$1000 \$300⁰⁰} with surety by him considered sufficient payable as the law directs with a condition to pay all such damage as may accrue to any person by reason of said suspension, in case a supersedeas to this decree shall not be allowed.

Kitchen for food

75

The Horns Bank of sand
and ^{an} ~~ocean~~

Nov 27th 1889

Decor

To be entered

C. M. H.

Entered #2

therewith that neither the executrix nor several other parties in interest are parties to this suit, the court is opinion that it is without jurisdiction to make any order for payment of said legacies and is also without jurisdiction to determine whether the said legacies have been paid or not:

And the court doth further adjudge, order and decree that the injunction awarded the plaintiffs be ~~partially~~ perpetuated, in this, that the defendants their agents and attorneys are forever restrained from selling the said onefourth interest of each of said plaintiffs as above defined and in other respects the said injunction is desolved as by a former decree herein:

And the court doth also adjudge, order and decree that each party pay its own costs expended, each, in its own behalf.

And upon notification and motion of the defendants the execution of this decree is postponed for ninety days in order to afford the defendants an opportunity to apply for a writ of error and supersedeas, but this suspension shall not take effect till the defendants, or some one for them, enter into a bond in the penalty of ³⁰⁰⁻~~\$1000~~ before the clerk of this court with surety by him considered sufficient payable as the law directs, with a condition to pay all such damage as may accrue to any person by reason of said suspension, in case a supersedeas to this decree shall not be allowed, and nothing else appearing to be done in this cause, it is ordered that the same be dismissed from the docket.

Kitchen per friend,

Vs.

The Farmers Bank of Mansemond et. als.

This cause came on this day to be again heard on the papers formerly read, on the bill and answer with general replication thereto, on the depositions of witnesses regularly taken and filed, and was argued by counsel for the plaintiffs and defendants, on consideration whereof, the court being of opinion that the defendants' demurrer should be over-ruled, and being of opinion that under the will of Dixon W. Kitchen, a copy of which is filed with the bill, the plaintiffs D. W. & Walter E. Kitchen the two youngest children of said D. W. Kitchen dec'd. are each entitled upon the termination of the ~~life~~ estate of M. E. Kitchen the widow of said Dixon W. Kitchen as defined by a former decree herein, to one fourth interest in the farm in the bill and proceedings mentioned, and that the special legacies of one hundred and fifty dollars to each of said children upon his arriving at the age of twenty one years is a charge upon any and all real estate of which said Dixon W. Kitchen died seized and possessed, and doth so decide, and the court doth adjudge, order and decree that subject to the ~~life~~ estate of said M. E. Kitchen as defined by ~~said~~ former decree herein and at the termination of said ~~life~~ estate ^{to him and his heirs} the plaintiff D. W. Kitchen is entitled to recover, have and hold ^a one ~~undivided~~ fourth interest in the tract of land in the bill and proceedings mentioned, and that the plaintiff Walter E. Kitchen is entitled to a like interest, and the court doth adjudge order and decree that so much of said legacies as may not be otherwise paid is a lien on all real estate of which said testator died seized and possessed but ~~it appearing from the bill and exhibits filed~~

No. 1.

Kitchen per friend

vs.

Farmers Bank of
Nansemond et als.

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A note of argument.

W.S.H.

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the results of his confidence unwisely imposed. This principle is founded in Heaven's High and Immutable laws.

The bill ought to be dismissed with costs and a reasonable fee to the defendants.

Respectfully submitted.

W. S. Halland
of counsel for defts.

the application of purchase money can exist. If Mrs. Kitchen is a trustee, she has express power to sell to pay expenses and legacies. If she is a devisee no charge could exist as to the expenses to be incurred after death of testator. But in either case she had the power to sell and the money was paid to her. No fraud and no co-operation existed. May I not adopt the language of C.J. Marshall and say that the only question here is how much money is unpaid and how much was misapplied with the co-operation of the defendants. The bill answers, not one cent.

If my view is correct, then what effect ^{can} any testimony taken have? Surely the testimony can go no further than the allegations of the bill. If the allegations of this bill be true, either the complainants or the Bank must sustain a loss. Who ought in justice to bear it? The authorities say with singular unanimity that in such a case the loss must fall on the party (and ^{one} ~~then~~ who claim under him) who clothes the trustee with such authority. If there is ~~to be~~ a hardship to be borne here, it ought to fall on D.W. Kitchen who created the power. Time has demonstrated the folly of his will in clothing his wife with such discretionary power. These complainants ask for equity and they must do equity. Let Justice have her course. When D.W. Kitchen executed his will, he disposed of his own: he imposed confidence in whom he pleased and as he pleased. He and those he loved must reap

among; which was the celebrated Webster. I cannot forbear quoting from the opinion. C.J. Marshall said "Although this question has been argued with great earnestness and at considerable length, scarcely any real difference exists between the parties. The appellees seem to yield to the authority of those modern decisions which deny the distinction between the lands charged in the hands of an heir or devisee with the payments of debts and lands devised to a trustee for the payment of debts. They admit that in either case the purchaser who pays the purchase money to the person authorized to sell, is not bound to look to its application. But they contend that if the purchase money be misapplied with the co-operation of the purchaser he remains liable to the creditors for the sums so misapplied. The counsel for the appellants assent to this proposition. xxxxxxNothing; but the question, how much of the purchase money remains unpaid and how much of it has been applied to the debts of Ezekiel with the co-operation of Mr. Potter"

This case is cited by Lacy, Judge, in Hughes vs. Tabb 73 Va. 313 supra.

Does this case apply to case at bar? It is absurd to raise the question of application of purchase money by M.E. Kitchen, unless it is assumed that she is a trustee and that the will creates a trust, for without a trust, no question of

will and for that reason her conveyance is void except as to her own life estate. This raises the question as to whether the purchaser in this case is bound to see to the application of the money used or misused. No fraud is charged. No collusion is charged. No knowledge of any misapplication or misuse of the money is charged to have been in the possession of the defendants.

In the absence of any charge of fraud or collusion, was it the duty of the defendants to enquire into the necessity of the loan made? (Brockenbraugh vs. Turner et als. 73 Virginia 438)

The defendants had a right to presume that the sale or loan was rightly made and the price rightly applied, ~~from~~. *Idem* p 438

She is authorized to sell any part or even all his real estate to meet certain expenses and legacies. Could more indefinite application be suggested? Can expenses to be incurred after death of the testator make such a charge on the real estate as to compel the purchaser to look after the purchase price? Among a long list of authorities, the following will suffice, Lonax (Ed. 1833.) Digest Pp. 242 to 250 inclusive., 11 Minor Page 203, 73 Virginia Reps 313. This case was ably argued and reargued upon rehearing as late as 1884. See also the opinion of C.J. Marshall in Potter vs. Gardner 12 Wheat. 493. This case was argued by eminent counsel

Witness

A.M.Eley

Jno.E.Phillips.

In the County Court of Isle of Wight County the 6 day of December, 1881.

The last will and testament of Dixon W.Kitchen dec'd was proved by the oaths of A.M.Eley and Jno.E.Phillips, the subscribing witnesses thereto, and ordered to be recorded

Teste,

N.P.Young, Clk.

A copy.

Teste,

N.P.Young, Clk.

One contention is that this will gives M.E.Kitchen a mere life estate. The latter clause of the will which must prevail if repugnant to the first part thereof expressly puts that theory to rest (II. Minor, Inst., Pages 954 and 948.)

I take it that this theory is repudiated by the Court for having twice taken the papers for consideration: afterwards the parties are allowed to take depositions. But be this as it may the life estate is ^{so} untenable, that I will not pursue it further here.

Another, and the only other contention is that the money obtained from the defendant's Bank was not used and applied by M.E.Kitchen for the purposes set out in the last clause of her husband's

aged as in her judgment may seem best for herself and children
I desire that all debts and demands against my estate proven
and known to be just and legal shall be paid out of any real
or personal property belonging to my estate, provided there is
no money in hand belonging to the estate with which to pay off
said debts and claims .

I give and bequeath to my son John R. Kitchen one hundred and
fifty dollars to be paid to him , when he, the said John R. Kitchen,
becomes twenty-one years of age .

I also give to my daughter Ella May, my son Dixon W. and Walter
E. Kitchen the sum of one hundred and fifty ^{dollars} in money to be paid
to each of them respectively, as they become twenty-one years
of age, for the payment of which my estate shall be bound.

After my wife's death, I desire that my whole estate shall be
equally divided between the above named children who may be
living.

If it should in my wife's judgment be necessary to sell any
tracts or parcels of land belonging to my estate to meet the
payment of legacies or other expenses , I give and leave to her
the right to make such sale and payments.

Given under my hand and seal this sixteenth day of
November 1880, eighteen hundred and eighty.

Dixon W. ^{his} Kitchen. (Seal)
mark

We the undersigned witnesseth the within named instrument of
writing as the last will and testament of Dixon W. Kitchen

A Note of Argument,
by W.S.Holland of counsel for defendants.

Kitchen per friend versus The Farmers Bank of Nansemond
and others.

This cause was partially argued at the April term, 1887,
again at October term, 1887 on a motion to dissolve the
injunction awarded the plaintiffs. Two orders have been
entered of an incidental character, but all questions
including the demurrer are expressly reserved for future
consideration. I desire here now to present a brier argu-
ment on the demurrer to the bill. This demurrer goes to
the merits. The will of D.W.Kitchen filed as an exhibit
by the plaintiffs is as follows

"Nov., 16, 1880.

I, Dixon W.Kitchen do make and declare the
following to be my last will and testament.

I give and bequeath to my wife Mary E.Kitchen
during her life or widowhood the whole of my real
and personal estate, to be kept together and man-

No. 2.

Kitchen v. al for Trease

v. al In Chancery.

The James' Bank of New-
sewored & al

Reply to Argument of
Defendants' Counsel,
upon the Decree.
By Jno. H. Wright p. 9

construction, we are fully persuaded that there
is no repugnance between the two clauses; that
the Executrix had no right to make this conveyance,
and no power to defeat her children of their inter-
est in their Father's Estate; that the widow had only
a Life Estate, conditioned upon her continuing wid-
owhood, with power to sell only such part of the Es-
tate as might be necessary for payment of debts &
legacies, and no authority to mortgage the whole
or any part of the Estate; that the Decree ought
to be over-ruled, and the Deed in question annulled.

Jno. H. Wright. p. 9.

Will is her sole authority, and if that contains no provision for such a consequence, it must of necessity be void. And it can not be contended that the testator gave any power to borrow money upon a mortgage of his Estate, for the purpose of engaging in mercantile pursuits, a hotel business or a hostelry. It is scarcely necessary here to review the different authorities cited by Defendants' counsel. After a careful review of all of them, we do not see how they can possibly be employed to sustain his contention here, but quite the reverse.

The sole question here is whether the last clause of the will is irreconcilably repugnant to the first clause. There is no question of sentiment involved. Factually there is very little of the sentimental in the law, but it deals with facts as we find them, whether they be harsh or otherwise. We think it no difficult matter to reconcile the language of the last clause in this will with that of the first, and thus give it a construction which would carry out the plain intent of the testator. The defendants, if injured by the view which we hold, must charge the loss to their own unwise action. They have shown by their own action, that they doubted the right of the Executive to make this Deed, and have executed another Deed from the two adult heirs of the Testator. If the first Deed was valid, why take the Second?

Under the plainest and most positive Rules of

tion for a loan to the amount of \$1500⁰⁰, and to be secured, not by a transfer or sale of personal assets of the Estate, in her hands, but by a Deed of Trust upon the Real Estate. The very security offered for the loan put the defendant upon guard, and required investigation. And when the investigation is made, the first thing that confronts us is direct and specific charge for legacies. More than this; the fact that the Deed securing this loan was made by the Executrix, in her capacity as such, was notice to the purchaser, that the property conveyed belonged to the Estate of the Testator. And under the powers of the Will, nothing but the necessities of the Estate (not of the Executrix) could justify a sale. 25 Gr 663. The case cited by Defendants Court from 78 Pa 438, does not sustain his contention here and is not in any sense a parallel case. In the case before us, we claim there were no debts due by the Estate of D W. Kitchen, at the time the loan was made by the defendants. The legacy due to the oldest child had been paid, the others had not matured, and all other debts due by the estate had been paid. The Deed made by the Executrix was a Deed covering all the Realty remaining, when the Will expressly provided that only enough to pay legacies or debts should be sold. The Real question is not as to the application of the purchase money, but as to the right of the Executrix under her restricted powers, to reach the consequence. The

absolute purchase and a mere mortgage). If the defendant Bank had purchased the land absolutely, or if any other party had made such purchase in the face of the defined and limited charge for payment of legacies, such purchaser would have been charged with the application of the purchase money. Admit, for the sake of argument, Defendant's construction of the words "other Expenses", and that their indefiniteness relieved defendant of looking to the application of the purchase money, yet when coupled with a term charging definite & limited amounts upon the Estate, they at least require investigation, and charge the purchaser with the application of the fund.

* Ordinarily, a purchaser is not charged with the application of the purchase money, but the books are full of authority to the effect that a purchaser is so charged under certain circumstances, and the conditions which do so charge him seem to us to exist in this case. The testator was well known as a prudent and provident man, avoiding debts, and keeping his expenses within ~~rather~~ very small limits. Two years after his death, when no action has been brought against the Estate, when the widow and Executrix has removed from the farm which he had provided for her and her children, and has engaged in ~~has engaged in~~ hazardous mercantile business, she makes applica-

unwarranted and unreasonable construction of the terms of the will, against which we contend in our argument upon the first point raised. He says "She is authorized to sell any part or even all his real Estate, to meet certain Expenses and legacies", reversing the order found in the will, and asserting an authority not found in it, and then proceeds to argue that a purchaser is not responsible for the application of the purchase money. We do not deny that a purchaser from a Trustee, without knowledge of the trust, is not responsible for the application of the purchase money. A knowledge of the trust must be brought home to him. In this case Defendants can not deny such knowledge, and the question here is not as to the application of the money received from Defendant to the payment of debts, but whether there really remained any debts to be paid. Since the death of the Testator there had been ample time to settle every debt against his Estate, save the legacies charged in the will only one of which had matured. And these legacies were debts so defined and limited as to charge the purchaser with the application of the purchase money. II Minor 207 (Let it be understood that we speak of the defendants here as purchasers, merely in response to argument of ^{Defendants'} Plaintiff's Counsel, as we claim some distinction between an ab-

under this Will, for there are no words in the Will which give her the absolute right to dispose of ~~of~~ the property, except what might be necessary for the payment of legacies. If our contention that she took only a life Estate, and even that conditioned upon her continuing widowhood, be sustained, it becomes unnecessary to notice the next point, that the money borrowed was not used in the payment of debts or legacies. But we proceed to discuss this point, simply because it may possibly be of some importance in the ^{ultimate} determination of questions raised in this cause. After the death of D. W. Kitchen, his Executrix alone could convey any portion of his Real Estate, and she could convey for the purposes only indicated in the Will. The Testator died in 1880. In 1882 this Deed was made. If there were any debts against his Estate, they were easily ascertainable. An account of the transactions of the personal representative, was or should have been filed, showing what debts had been paid, and possibly any claims that were not paid. The Defendants, in this case, were put on their guard by the terms of the Will, and were sufficiently warned thereby of the doubt existing, of the right or power of the Executrix to make a valid Deed. In the argument of Defendants Counsel upon this point, we again find the same

or to give a Deed of Trust, in authorizing the sale of enough land to pay legacies &c, the testator clearly meant that the charge upon his Estate should be extinguished, by giving a part of the Estate sufficient to offset that charge, and no more. To create a Deed of Trust for the purpose of borrowing money to pay the debt, was not the contemplation of the testator. He said, "sell", if necessary, "if no money in hand to pay"; and to do any thing else than, sell, even though the thing done had the same object in view, is a violation of Express instructions contained in the Will, and void, for lack of power. The creation of a lien to pay a charge upon the Estate, did not extinguish the charge, but would continue it in another form. The testator shows his decree of debts against his Estate by positive directions not only to pay them but as to the manner of paying them.

"Intention is the polar star in the construction of all writings, but with peculiar Emphasis in the interpretation of Wills -- And that intention is to be collected from the words of the whole instrument justly interpreted, having regard to the Circumstances of the testator and the relation in which he stood to the parties claiming under the Will and the subjects disposed of by it." II Minn 962.
2 S.E. Rep 250. (Special attention is asked to this Vol. Case)
The widow can not have a fee simple Estate

If the testator intended to give his widow and Executrix the power to sell his Entire Estate, why did he direct that it should "be kept together and managed as in her judgment might seem best for herself and children"? Here was plainly an intent to provide a home for his widow and children. How glaring and patent is the misconstruction of language which gives any other meaning to these words. The power to sell is limited to such tracts or parcels, as it may be necessary to sell to pay "legacies or other Expenses" (other debts or legitimate charges on his Estate). To sell more was a plain violation of the terms of the Will, and certainly of the clear intention of the testator. If the testator had intended to give such power, how easy would it have been to indicate it. "If, in the judgment of my wife, it may seem best for her and my children, to sell all my Real Estate, I hereby Empower her to do so" would have been so clear that no room could be left for doubt. "Expressio unius, Exclusio Alterius", is one of the maxims of the law, which is peculiarly applicable to this case. An Express power to sell for a specific purpose, is a clear denial of the right to sell for any other purpose.

Again, a power to sell, with the qualification or limitation, is not a power to mortgage

a construction, what matters it that ^{he} has provided to defeat or determine her interest in his Estate, if she should marry again? She could, according to this interpretation, utterly defeat the interest of her Children in their Father's Estate, and transfer the whole of it to the man of her choice. These words, "other Expenses", in the last clause must be construed according to the plain intent of the testator, as shown by the language used in the first clause, with which they are not inconsistent. They are not technical. Legacies, such as are provided for his Children, as they successively attain to majority, constitute a valid legal charge upon the Estate and can be enforced against it. The words "other Expenses" being used in immediate connection with "legacies", must be construed as referring to Expenses, which also constitute a legal charge and could be enforced in the Courts. "Whilst technical words are presumed to be used according to their technical signification, unless the contrary appears, -- yet where other expressions are used in conjunction with such technical words, which plainly indicate what the intention was, and that it was not in accordance with the technical signification, the intention will control the legal operation of the words." II Minor
p. 951

clause of the Will. If no power to sell, for the purpose of paying legacies or debts, is given the Executors, Creditors may force a sale and subject the Estate to a heavy Expense in costs of suit and sale. For this reason he Empowers his Executors to sell. But the power to sell is limited by the very terms of the Will, to sale for the purpose of paying "legacies or other Expenses". Strange as it may seem, the construction is made that the words "other Expenses" in the last clause, must be construed to cover any Expense or Extravagance which might be indulged by the Executors. These words must be interpreted in the light of the words in the first clause: "I desire that all debts and demands against my Estate, proven and known to be just and legal shall be paid out of any Real or Personal property &c". The testator did not write the Will, and the scrivener was no doubt unlearned in the technical use of terms. But having clearly shown by the first clause of the Will, his intention to provide a home for his wife during her life or widowhood, and for his children ^{after his death}, and having expressly limited the wife's Estate to life or widowhood, is it reasonable to suppose that he intended by these words to Empower the widow, through Extravagance, to defeat the Estate of his children? Under such

The fundamental rule, in the construction of Wills, is that "the intention of the Testator must, if possible, be carried out." "Rules of Construction which might otherwise prevail, yield to an intention satisfactorily expressed in the instrument itself." II Minor P 950. In the face of such intention, other rules of construction have no application. Is there any difficulty in determining from his Will, what was the intention of the Testator in this Case? With the natural solicitude of a husband and father, he provides first for his wife, during her lifetime or widowhood. She is not limited to her right of Dower, but is given the Entire Estate, Real and Personal, during her life or widowhood, with an injunction to keep it together and manage it for the best interest of herself and children. By the insertion of the word "widowhood" he shows his aversion to her marrying again, and thereby, would terminate her interest in his Estate, as she would terminate her powers as Executrix of the Will. He directs the payment of all just debts out of any Real or personal property of his Estate, if there should be no money in hand to pay them. Such provision was not necessary, in the Will, to secure their payment; but the Testator's intention here is made more manifest when we come to consider the last

Kitchens, per Friend
vs } In Chy. In the Circuit Court of Isle of Wight Co Va.
The Trustees Bank of Massachusetts

Argument of Bro. H. Wright, Counsel for Pltffs.
upon the Decree to the Bill.

Counsel for
Defendants, in the argument upon the Decree
goes to the merits of the Cause, and raises a ques-
tion of the Construction of the Will of D. M.
Kitchens Dec^d. He relies upon the rule, that
"of two clauses in a Will, which are repugnant,
the last prevails," and undertakes to show that
the last clause of this Will, which gives a power
to sell under certain conditions, is Expressly repug-
nant to the first clause in which the wife is Express-
ly ~~resticted~~ ^{at right} to a Life Estate. The two clauses, under
the rule stated, must be incoercibly repug-
nant, or render it impossible to carry into force
the provisions of the one, without defeating entire-
ly the provisions of the other. According to the
plainest interpretation of language, there
can be no such antagonism here. The two
clauses are not at all repugnant, and there
is no difficulty in ascertaining from the terms
of the Will itself, what was the Testator's inten-
tion, and carrying out that manifest intention
without defeating any provision of the Will.

X
KITCHEN PER ED.

VS.

THE F. BANK & CO. ET. ALS.

REPLY TO THE BRIEF OF THE
PLAINTIFFS CONSEL

IT MAY BE URGED THAT ALL THIS IS
A TECHNICAL DEFENSE. I WOULD REMARK THAT ALL DEFENSES ARE TO SOME EX
TENT TECHNICAL. BUT HERE IS A CASE WHERE ETERNAL JUSTICE WILL BE METED
OUT BY SUSTAINING THE DEMURRER. I SAY THIS BECAUSE THE BILL SHOWS
IT. I STAND BY THE BILL IN ALL RESPECTS FOR THE PURPOSES OF THIS DEMUR
RER. I CLOSE THIS NOTE BY ASKING HIS HONOR TO READ THE BILL AND EXHIB
ITS FOR HIMSELF. I FEEL THAT I HAVE DEMONSTRATED THE FATALITY OF
THE BILL. I ASK THAT IT BE DISMISSED WITH COSTS AND A FEE.

THEN SURELY BY HIS ARGUMENT THE BILL MUST GO. THE BRIEF LABORS LONG AND
 HARD TO SHOW THAT ~~THE~~ ^{the deft} HAD NOTICE. THE QUESTION IS NOT WHETHER ~~HE~~ ^{the deft} ACTU-
 ALLY HAD NOTICE OR NOT, THAT QUESTION WOULD ARISE ONLY ON THE MERITS.
 THE QUESTION HERE IS DOES THE BILL ALLEGE NOTICE SUFFICIENTLY? WILL THE
 COURT EXCUSE ME FOR SAYING TO COUNSEL THAT A DEMURRER ADMITS THE ALLEGA-
 TIONS OF THE BILL AND DENIES THAT THEY ARE SUFFICIENT EVEN IF TRUE.

BUT TO RETURN: BY THE BILL THE DEED IS VALID IF M.E. KITCHEN OBTAIN-
 ED AND USED THE MONEY FOR THE MAINTENANCE OF THE CHILDREN. THE SAID
 BILL INCLUDING EXHIBITS SAYS THAT SHE APPLIED FOR AND GOT THE MONEY PUR-
 SUANT TO THE WILL. THE BANK HAD NO NOTICE THAT WOULD USE IT FOR ANY OTH-
 ER PURPOSE. THE WHOLE QUESTION TURNS ON THE RESPONSIBILITY OF THE
 BANK TO LOOK AFTER THE PURCHASE MONEY. ON THIS QUESTION AND ON THE QUES-
 TION OF RESIGNANCY I RELY ON AUTHORITIES CITED IN OPENING NOTE.

COUNSEL MAKES A DISTINCTION BETWEEN A SALE AND A
 A DEED OF TRUST. A DEED OF TRUST IS A SALE BY ITS TERMS. IT IS LIT-
 ERALLY A SALE. A RIGHT TO SELL INCLUDES IN THIS CASE A RIGHT TO MAKE
 A DEED OF TRUST. THE PLAINTIFFS ARE HERE ASKING FOR EQUITY AND IF
 IT IS DESIRABLE LET THE LAND BE SOLD ON SUCH TERMS AS THE COURT MAY PRE-
 SCRIBE AND THE PROCEEDS APPLIED TO DEFENDANTS DEBT AND BALANCE PAID UNDE
 AN ORDER OF THIS COURT. THIS IS ONLY SUCH A STRAW AS A ^{showing} ~~MAN~~ MAN MIGHT
 BE EXCUSED FOR CATCHING AT. COUNSEL SHOWS THAT HE DOES NOT RELY ON THIS
 DISTINCTION. I COULD CITE AUTHORITIES IF PROPER IN CONCLUDING. ^{argument.}

MORE THAN A LIFE ESTATE. THE BILL IS SURELY DEMURABLE SO FAR AS THE LIFE ESTATE-THEORY IS CONCERNED. COULD ANY PROPOSITION BE MORE PLAINLY DEMONSTRATED THAN THIS?

I MEET THE 2ND. GROUND ALLEGED IN THE BILL BY ADMITTING FOR THE PURPOSES OF THIS DEMURRER THAT THE MONEY WAS USED IN BUYING GOODS, REAL ESTATE, &C. AS ALLEGED IN THE BILL. REFERENCE TO THE DEED FILED WITH THE BILL AS A PART THEREOF MADE BY SAID M.E. KITCHEN TO COPELAND TRUSTEE WILL SHOW THAT M.E. KITCHEN REPRESENTED TO THE BANK THAT SHE WAS THEN AND THERE OBTAINING MONEY AND MAKING A DEED PURSUANT TO HER HUSBAND'S WILL, THAT IS TO SAY TO PAY DEBTS, LEGACIES, OR FOR THE MAINTENANCE OF THE CHILDREN. BY HER OWN SWORN STATEMENT (BILL) SHE SAYS ^{she} GOT THE MONEY UNDER THIS REPRESENTATION, BUT AFTERWARDS USED IT TO PAY FOR A STOCK OF GOODS AND REAL ESTATE. ON THE FACE OF THE BILL IT IS ADMITTED THAT IF SHE HAD USED THE MONEY AS THE DEED SAYS, THEN IN THAT EVENT THE DEED WOULD BE VALID. BY HER OWN STATEMENT UNDER OATH SHE INTENDED TO COMMIT A FRAUD ON HER CHILDREN OR ON THE BANK. THERE IS NO ATTEMPT IN THE BILL TO EXPLAIN THIS CONDUCT AT ALL. UNDER THESE FACTS AS SET OUT IN THE BILL A CHARGE OF NOTICE ON THE PART OF THE DEFENDANTS OF THIS CONDUCT WOULD MATERIALLY AND RADICALLY CHANGE THE CASE AT BAR. THERE IS NO SUCH CHARGE IN THE BILL. THIS DEFECT ALONE I SUBMIT WOULD MAKE THE BILL DEMURABLE. THE PLAINTIFFS' COUNSEL REGARDS SUCH A NOTICE ESSENTIAL

HE ARGUES THAT NOTICE IS THE CRITERION BY WHICH YOU DETERMINE WHETHER THE PURCHASER MUST SEE TO THE APPLICATION OF THE PURCHASE MONEY OR NOT THE PURCHASER MUST SEE TO THE APPLICATION OF THE PURCHASE MONEY OR NOT

I DESIRE TO REPLY TO SUCH PARTS OF COUNSEL'S BRIEF AS
 MERIT^c NOTICE. WE ARE ARGUING A DEMURRER, BY SO-DOING WE SAY "THE BILL
 IS INSUFFICIENT IN LAW, AND OF COURSE WE MUST LOOK TO THE BILL, AND TO THE
 BILL ONLY."

THE BILL ADMITS THE JUSTICE OF THE DEBT AND THE DUE EXECU-
 TION OF THE DEED. WHAT ARE THE GROUNDS ON WHICH THIS COURT IS ASKED TO
 INTERFERE IN THE COLLECTION OF SUCH A DEBT? SURELY SUCH GROUNDS MUST
 BE EXTRAORDINARY AND CLEARLY STATED IN ORDER TO WARRANT THIS COURT IN
 INTERFERING IN THE COLLECTION OF A DEBT ADMITTED TO ^{be} JUST, DUE, AND UN-
 PAID. THESE GROUNDS ARE:

1ST. --- THAT M.E. KITCHEN TOOK A LIFE ESTATE, AND COULD NOT EXECUTE A
 VALID DEED FOR MORE THAN A LIFE ESTATE.

2ND. --- "THE MONEY WAS NOT USED FOR THE PAYMENT OF DEBTS, LEGACIES,
 OR THE MAINTENANCE OF THE CHILDREN, BUT WAS USED IN BUYING A STOCK OF
 GOODS AND CERTAIN REAL ESTATE."

THESE ARE THE ONLY GROUNDS ALLEGED IN THE BILL. SEE THE BILL. ARE THESE
 SUFFICIENT? THE BILL AND THE BRIEF BOTH ADMIT THAT M.E. KITCHEN HAD MORE
 THAN A LIFE ESTATE. I QUOTE FROM THE BILL, "THAT UNDER THE SAID WILL
 IF FUNDS WERE NECESSARY FOR THE PAYMENT OF DEBTS, LEGACIES OR THE MAIN-
 TENANCE OF THE CHILDREN, THE WILL DIRECTED SUFFICIENT REAL ESTATE TO BE
 SOLD FOR SUCH PURPOSES" THIS IS ADMITTED IN DIFFERENT WORDS IN THE BRIEF.
 THE WILL OF D.W. KITCHEN IN EXPRESS TERMS GIVES HER MORE THAN A LIFE ES-
 TATE. THE BILL ITSELF CONSTUTES THE SAID WILL SO AS TO GIVE M.E. KITCHEN

KITCHEN PER. ED.

VS. ----- IN CHANCERY

THE FARMER, S BANK OF NANSEMOND ET. ALS.

A BRIEF OF ARGUMENT USUALLY CONTAINS A CONCISE STATEMENT OF THE FACTS OF A CASE WITH CITATIONS OF AUTHORITIES RELIED ON, AND NOT AN ELABORATE ARGUMENT GOING OUTSIDE THE RECORDS, AND SURELY NOT A SORT OF LOOSE DEPOSITION. THE BRIEF OF PLAINTIFFS COUNSEL HAS NO RESPECT FOR THE RECORD FOR IT DENIES THE SWORN STATEMENTS OF THE BILL. THE BILL PLAINLY ALLEGES THAT TWO LEGACIES HAVE BEEN PAID, THE BRIEF SAYS ONLY ONE HAS BEEN PAID. IT HAS NO RESPECT FOR THE TRUTH, FOR IT DECLARES THAT D.W. KITCHEN DEC. D. WAS A PRUDENT MAN, WHILE THE BILL AND EXHIBITS FILED THEREWITH SHOW MOST CONCLUSIVELY THAT HE HAS SQUANDERED HIS ESTATE BY ENTRUSTING IT TO A RECKLESS, NOT TO SAY A DISHONEST WOMAN. THE RECKLESS AFFEANT WHO MADE OATH TO THE BILL WOULD NOT EVEN SAY SO ABOUT HER OWN HUSBAND. A CAREFUL EXAMINATION WILL SHOW THAT THIS BRIEF UNDERTAKES TO ARGUE A CASE NOT BEFORE THE COURT AND NOT IN EXISTENCE SAVE PERCHANCE IN THE IMAGINATION OF COUNSEL. IT ^{low} HAS NO RESPECT FOR IT SATISFIES ITSELF WITH THE RECKLESS ASSERTION THAT "THE BOOKS ARE FULL OF CASES" BUT NOT ONE IS CITED. I REJOICE THAT "THE BOOKS" ARE MORE FAMILIAR TO THE CHANCELLOR THAN TO THE COUNSEL. IT IS SIMPLY IMPOSSIBLE TO REPLY TO SUCH WILD-CAT ASSERTIONS.

Dein O. Kitchin

Will
Kitchin's pr. fd
no. 2 to ch
Dammert Bank

acopy.

Exb. "A"

of Dixon A. Titcher and: was signed
by the father of Chas. Ely and Mrs.
E. Phillips, the subscribing witnesses
thereto, and ordered to be recorded.

Teste.

H. D. Young clk.

a copy.

Teste. H. D. Young clk.

of which my estate shall be bound.

After my wife's death I desire that my whole estate shall be equally divided between the above named children who may be living.

If it should in my wife's judgment be an expediency to sell any tracts or parcels of land belonging to my estate to meet the payment of legacies or other expenses, I give and leave to her the right to make such sales and payments.

Given under my hand and seal this sixteenth day of November 1888, Eighteen hundred and eighty.

Dixon ^{his} W. Kitchen (Seal)
mark

We the undersigned certify that the within named instrument of writing as the last will and Testament of Dixon W. Kitchen.

Witness

Chas. E. Eley
Jno. E. Phillips

In the county court of Lehigh
county the 5th day of December
1888.

The last will and Testament

Nov. 16th 1880.

I Dixon W. Kitchin do make and declare the following to be my last will and testament.

I give and bequeath to my wife Mary E. Kitchin during her life or widowhood the whole of my real and personal estate to be kept together and managed as in her judgment may seem best for herself & children.

I desire that all debts and demands against my estate, known and known to be just and legal, shall be paid out of any real and personal property belonging to my estate provided there is no money in hand belonging to the estate with which to pay off said debts or claims.

I give ~~and bequeath~~ to my son John Robt. Kitchin one hundred and fifty dollars to be paid to him when, by the said John R. Kitchin becomes twenty one years of age; I bequeath to my daughter Ella May, my son & Dixon W. and Walter E. Kitchin the sum of one hundred and fifty dollars in money to be paid to each of them respectively as they become twenty one years of age - for the bequest

Kitchener v. J. P. J.
vs. J. P. J.
Garner Bank of
Massachusetts v. J. P. J.

Feb. 73. filed with
the Bill,
W

first part, a good and sufficient deed of sale
shall be executed to her and proper costs
and charges.

Witness the following signature & seal.

M. E. Stetson

State of Virginia

County of Loudoun, To Wit:

I John H. Wright a Notary Public for the
County aforesaid in the State of Virginia do
certify that M^r. Mary E. Stetson, whose
name is signed to the writing above, being
dote the 9th day of September 1887, has ac-
knowledged the same before me and my County
aforesaid. Given under my hand this
9th day of September 1887.

John H. Wright a Notary

John H. Wright County, To Wit:

In the Clerk's office of the County Court of
said County the 9th day of September 1887,
this deed was presented and with the
certificate annexed, admitted to record,
at 5 o'clock P. M.

Teste, J. D. Young clk.

Acq^d.

Teste, J. D. Young clk.

Bank of Kansas, executor, administrator or assigns shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place and terms of sale for twenty days in some newspaper published in the town of Suffolk, &c. and upon the following terms, to wit: for each as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, and to discharge the amount of money then payable upon the said note, and if there be any residue of said purchase money, the same shall be made payable at each time and according to such manner as the said party of the first part, her executor, administrator or assigns shall prescribe and direct, or in case of failure to give such direction, at such time and in such manner as the said trustee shall think fit. The said party of the first part, covenants to pay all taxes, assessments, dues & charges upon the said property hereby conveyed so long as she or her heirs or assigns shall hold the same, and hereby waives the benefit of her homestead exemption as to the debt secured by this deed. If no default shall be made in the payment of the above named note, then upon the request of the party of the

This Deed, made this 7th day of September in the year 1887, between Mary E. Kitchin of the county of Isle of Wight, party of the first part, and John R. C. Keel and Trustee, of the county of Gloucester, party of the second part: Witnesseth, that the said party of the first part doth grant to the party of the second part, the following property to wit: The farm in Isle of Wight County on which the late Dixon W. Kitchin resided during his lifetime, containing three hundred and forty five acres (345) more or less; and bounded by the land of Thomas W. Foxner on the north; by the land of Dr. Geo. D. Phillips' estate on the east; on the south by the Owens farm, and on the west by the W. Johnson tract. This Deed being made in pursuance of the provisions of D. W. Kitchin's will, and by virtue of authority therein given to his widow, the party of the first part,

In Trust, to secure to the Farmers Bank of Gloucester, of the county of Gloucester, the payment of the sum of Fifty Hundred dollars (\$500.00) evidenced by a note for that amount, of even date with this deed, executed by the said Mary E. Kitchin, payable ninety days after date to her own order, and subject to renewal and curtail according to the usages of said Bank. In the event that default shall be made in the payment of the above mentioned note as it becomes due and payable, then the Trustee in being required to do so by the Farmers

Kitchin J. R. & E. M.

Copy Dec of 1881

Copied J. R. Kitchin

Exbr. "C"

and possessed and laid out
of trust mentioned" inserted
between the 15th and Sixteenth lines
of the fourth page of said writing
before it was signed by either of the
parties.

Given under my hand this 21st
day of November 1885 A.D.

N. S. Hallam

Notary Public.

In the Clerk's Office of the County
Court of Lewis & Clark County
the 3^d day of December 1885, This
Deed of Trust from John C. Kitchen
and Ella M. Kitchen to John R.
Leopold and Inslee, was admitted to
record with the annexed certification of
N. S. Hallam a Notary Public
Test: - H. P. Young

Copy -

Test: H. P. Young C.C.

by J. M. Caldwell

Feb. 23 1887

Free from all incumbrances, and
that he shall have quiet possession
of the same, and that they will
warrant and defend his title to the
same against the claims of all
persons, And the said John R. and
Ella M. Kitchen do hereby waive the
benefit of their homestead as to any
debt, obligation or contract under
and by this deed.

Witness the following signatures
and seals, this 20th day of November 1885.

John R. Kitchen 
Ella M. Kitchen 

State of Virginia }
County of Lee of which } Town:
D. N. A. Hallam, a Justice of the Peace
in and for the said County, in the
State of Virginia do certify that John R.
Kitchen and Ella M. Kitchen whose
names are signed to the writing above,
bearing date the 20th day of November
1885; have acknowledged the same
before me in the County aforesaid,
and I further certify that the words,
"in and to all the real estate in
Lee of which County of which
said D. N. Kitchen did, seized

fully understood, commanded and agreed
by all parties that should said Mrs. M. E.
Kitchen give to pay said indebtedness
when called upon by said Bank or its
assignee, then in that event the property
herein named shall be sold on the same
terms and conditions as set out in said
deed of trust from said Mrs. M. E. Kitchen
to said John R. Copeland trustee for the
benefit of said Bank and hereinafter
more fully described and the proceeds
of said sale to be applied to the payment
of said indebtedness hereinafore named
with all accrued interest. And it is
fully agreed by all parties that the said
deed of trust hereinafore mentioned
from said Mrs. M. E. Kitchen to said
John R. Copeland trustee is not in any
manner impaired or annulled
by this deed, but does and shall re-
main in full force and effect as
if this deed had not been executed
and it is commanded by said John
R. and Eliza M. Kitchen that in the
event of a sale of land under this and
the other deed of trust or under either
then in that event the purchaser
shall have a perfect fee simple, abso-
lute title, that he shall have the same

7
8
9

Am therefore this deed, made this 20th
day of November in the year 1883, between
John R. Kitchen and Ella M. Kitchen
son and daughter of said D.W. Kitchen
of the County of Isendorf, parties of
the one part and John R. Copeland and
seen trustee of the other part: Witnesseth,
that for and in consideration of the
pretenses and the further sum of five
dollars, we have paid the receipts whereof
is hereby acknowledged the said John R.
Kitchen and Ella M. Kitchen, do grant
with general warranty unto said John
R. Copeland trustee all the right title and
interest of every kind or description by
whatever name, in law and equity,
known whether vested or contingent,
whether such title, right or interest be in
possession or in expectancy we and to
all the real estate in Isendorf Co. of
which said D.W. Kitchen died seized
and possessed and in said deed of trust
mentioned. In trust to secure to said
Farmers Bank of Kansas and its
assigns the indebtedness herein before
mentioned amounting to Fifteen
hundred and ninety two (1592) dollars
and thirty seven (37) cents. And it is

said sum of fifteen hundred dol-
lars nor any part thereof has ever
been paid, but is still unpaid and
owing to said Band, and whereas
said Mrs. M. E. Kitchen in order to meet
the expenses in said well mentioned
court, in order to provide for herself
and the children of said D. W. Kitchen
as ⁱⁿ her judgment their needs require
has incurred still another debt of
+ ninety two (92) dollars and (37) thirty
seven cents, and are now owing to said
+ Band on account of money loaned,
and whereas two of said children of the
said D. W. Kitchen having come to the
age of twenty one year, and knowing
that the money herein mentioned as
had of and from the said Band was
needed, and sagaciously applied
by their kind mother as herein before
mentioned, a large portion of the same
+ having been expended for them, both before
and since they came to the age of twenty
+ one year, and wishing to show their
appreciation of the expenditure of all said
sums of money, and wishing, if possible,
to further indemnify and repay to said
Band the payment of all said sums of
money.

of said widow and mother, Mrs. M. E. Kitchen
it has been impossible to sell any of said land
for its reasonable value for cash, owing to
several causes, but mainly to the depressed
condition of financial matters in the
locality of said land, therefore she the said
Mrs. M. E. Kitchen deemed it greatly to her
own, and greatly to the advantage of said
children, sought to borrow necessary money
for the purposes heretofore named by
creating a lien on said land until she
and her children could repay the same
or could sell said land to advantage, and
whereas by her deed of trust to John R. Cope-
land trustee dated on the 7th day of
September, 1882, and duly recorded in
Clerk's Office of said District Court
County, the said Mrs. M. E. Kitchen did
create a Lien on said land in said deed
of trust and well mentioned in favor of
The Farmers Bank of Lawrence at Sul-
fola Va; to secure a debt to said Bank
of fifteen hundred (\$500) dollars for money
loaned, Every dollar of which said sum
of fifteen hundred (\$500) dollars, was duly
and judiciously expended as heretofore
set forth, and as in said last will and
testament provided; and whereas

Whereas in the year 1880, A.D. D. H. Kitchin
departed this life leaving his last will and
testament which was duly proved and order-
ed to be recorded in and by the County Court
for Seaford County, on the 27th day of Decr.
in the year 1880, and whereas it is provided
in said last will and testament that if
in the judgment of Mrs. Mary E. Kitchin
the widow and executrix of said D. H. Kitchin
it should be necessary to sell a part or all
the real estate in said last will and
testament mentioned in order to pay leg-
acies or other expenses incurred by paying
debts or by providing for herself and the
children of said D. H. Kitchin, then in that
event she the said Mrs. M. E. Kitchin the
widow of said testator was duly authorized
to sell said real estate, and whereas in the
year 1882, it did so become necessary to
obtain money in order both to pay debts
due by the Estate of D. H. Kitchin and in
order also to supply the children of said
D. H. Kitchin with the necessaries of life
according to their position in society,
according that motherly judgment and
discretion in which said testator confided
so implicitly, and whereas at the time this
necessity arose and since that time even
up to the present, it has in the judgment of

H. P. Young Esq

Dear Sir:

Please file with the papers in this cause
as Exhibits - ^{copy of} the Deed from Mrs Kitchen to Geo R. Coker -
land Trust & an advertisement of the Sale -
If you have not the latter I will send it

Very Truly Yours
Geo. H. Wright.

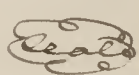
Kitchin M E
In 3 trust
3 deed
Copeland trust

copy,

9 Sept 1882

in the payment of the above mentioned note,
then upon the request of the party of the first
part, a good and sufficient deed of release shall
be executed to her, at her own proper costs and
charges.

Witness the following signature & seal.

M. E. Ritchey 

State of Virginia

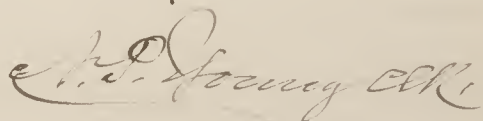
County of Staunton East;

I, John H. Wright a Notary Public of the
county of said in the state of Virginia,
do certify that Mrs. Mary E. Ritchey whose
name is signed to the writing above, being
dote the 9th day of September 1882, has ac-
knowledged the same before me in and
county of said.

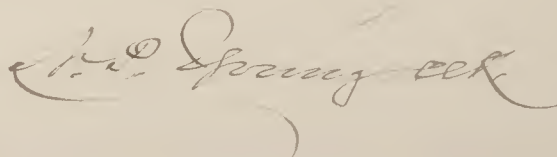
Given under my hand this 9th day of Sept,
1882.

John H. Wright Notary

In the clerk's office of the county court of
the State of Virginia the 9th day of September
1882. This deed was presented and with
the certificate annexed, admitted to
records.

Teste,  J. P. Spring Clerk

acopy. 

Teste,  J. P. Spring Clerk

on being required to do so by the Farmen Bank
of Farmen and executor, administrator or assign
shall sell the property hereby conveyed. And it
is covenanted and agreed between the parties
aforesaid, that in case of a sale, the same
shall be made, after first advertising the time,
place and terms of sale, for twenty days in
some newspaper published in the Town
of Suffolk Co. and upon the following terms
to wit: First, ^{For cash} as to so much of the proceeds as
may be necessary to defray the expenses of
executing this trust, and to discharge the
amount of money then payable upon the
said note; and if there be any residue of
said purchase money, the same shall be made
payable at such time and second in such
manner as the said party of the first part, her
executor, administrator or assign shall pre-
scribe and direct, or in case of failure to
give such direction, at such time and in
such manner as the said trustee shall
think fit. The said party of the first part, co-
venants to pay all taxes, assessments, dues and
charges upon the said property, hereby conveyed
so long as she, or her heirs or assigns shall hold
the same, and hereby waives the benefit of
her homestead exemption as to the debt secured
by this deed. If no default shall be made

This Deed made this 1st day of September in
the year 1857, between Mary E. Kitchener of the
county of Lee of Wight, party of the first part,
and John R. Copeland Trustee, of the county of
Harrison, party of the second part. Witnesseth
that the said party of the first part doth grant
to the party of the second part, the following
property, to wit: The farm in Lee of Wight county
on which the late Dixon W. Kitchener resided during
his lifetime, containing three hundred and
forty five acres (345) more or less, and bounded
by the land of Thomas G. J. J. on the north, by
the land of Dr. J. W. Phillips estate on the east, on
the north by the Owens farm, and on the west
by the W. Johnson tract. - This deed being made in
pursuance of the provisions of Dixon W. Kitchener's
will, and by virtue of authority therein given
to his widow, the party of the first part.
In trust to secure to the Farmers Bank of Law-
son, of the county of Harrison, the payment
of the sum of fifteen hundred dollars (\$1500.⁰⁰)
evidenced by a note for that amount of even
date with this deed, executed by the said Mary
E. Kitchener, payable ninety days after date to
her own order, and subject to renewal or curtail
according to the usage of said Bank. In the
event that default shall be made in the
payment of the above mentioned note as it
becomes due and payable, then the trustee

Hitchcock Mrs. R L
Ecc. M.

To 3 dead
3 of 1st

Copied and Inked For.

acofor

3 Dec 1885-

County of which said R. W. Kitchee
did signed and sealed and in said
and of trust mentioned" was inserted
between the 15 and 16 lines of the fourth
page of said writing before it was
signed by either of the parties.

Given under my hand this 2^d day of
November, 1885, A.D.

W. B. Holland Notary Public

In the clerk's office of the County Court
of Isle of Wight County, the 3^d day of
December, 1885. This deed of trust
from John R. Kitchee and Ella M.
Kitchee to John B. Copeland trust,
was admitted to record on the
annexed certificate of W. B. Holland
a Notary Public.

Teste J. D. Young clk.

acopy

Teste J. D. Young clk.

then in that event the purchaser
shall have a perfect full simple absolute
title, that he shall have the same given
from all incumbrances, and that he
shall have quiet possession of the same
and that they will warrant and
defend his title to the same against
the claims of all persons - And the said
John R. and Ellen M. Ritchie do
hereby waive the benefit of their
homestead as to any debt, obligation
or contract under this deed.

Witness the following signatures and
seals, this 20th day of November 1880

John R. Ritchie Seal

Ellen M. Ritchie Seal

State of Virginia

County of Isle of Wight, Suit:

I W. S. Holland a Notary Public in
and for the said County in the State
of Virginia do certify that John R. Ritchie
and Ellen M. Ritchie whose names
are signed to the writing above bear-
ing date the 20th day of November 1880
have acknowledged the same before
me in the County aforesaid. And
I further certify that the words in
and to all the real estate in Isle of Wight

understood, covenanted and agreed
covenanted and agreed by all parties
that should said Mr. M. E. Kitcher
fail to pay said indebtedness when
called upon by said Bank, or its of-
ficer, then and in that case the property
herein named shall be sold on the
same terms and conditions as set out
in said deed of trust from said Mr. M.
E. Kitcher to Mrs. R. C. Keland Trustee
for the benefit of said Bank
and herein before fully described,
and the proceeds of said sale to be
applied to the payment of said
indebtedness herein before mentioned
with all accrued interest. And it is
fully agreed by all parties that the said
deed of trust herein before mentioned
from said Mr. M. E. Kitcher to said John
R. Keland Trustee, is not in any way
or manner impaired or annulled
by this deed, but does and shall remain
in full force and effect as if this
deed had not been executed. And
it is covenanted by said John R. and
Ella M. Kitcher that in the event
of a sale of the land under this deed,
the other deed of trust or under which

Now therefore, this deed made this 28th
day of Nov. in the year 1883, between
Geo. R. Stetchem and Ella M. Stetchen
son and daughter of said D. W. Stetchem, of
the county of Isl. of Wright Parties of the
one part, and John R. Cope and chosen
trustee, of the other part, arising from, that
for and in consideration of the premises
and of the sum of five dollars, in hand
paid, the receipt whereof is hereby ac-
knowledge, the said John R. Cope and
Ella M. Stetchen do grant with general
warranty unto the said John R. Cope and
trustee all the right title and interest of
every kind and description, in what
soever manner, in law and equity known,
whether vested or contingent, whether
such title, right or interest be in possession
or in expectancy, in and to all the
real estate in Isl. of Wright Co. of which
said D. W. Stetchem did seized and possessed
and in said deed of trust mentioned
In trust to secure to the Farmers Bank
of Kansas and its assigns the in-
debtedness herein before mentioned
amounting to fifteen hundred and
ninety two (1592) dollars and thirty
seven (37) cents. And it is fully

and is in said last will and testament provided; And whereas, said sum of fifty hundred dollars per any part thereof has ever been paid but is still unpaid and owing to said Bank; And whereas said Mrs. Mary E. Stetson in order to meet the expenses in said will mentioned to wit: in order to provide for herself and the children of said D. W. Stetson as in her judgment their needs required has incurred still another debt of ninety two (92) dollars and (37) thirty seven cents due and owing to the said Bank on account of money loaned. And whereas, two of said children of the said D. W. Stetson having come to the age of twenty one years, and knowing that the money herein mentioned as loaned from the said Bank, was needed and was judiciously applied by their kind mother as herein before mentioned. A large portion of the same having been expended for them, both before and since they came to the age of twenty one years and wishing to show their appreciation of the expenditure of all said sums of money and wishing, if possible, to further indemnify and secure to said Bank the payment of all said sums of money:

it has in the judgment of said widow and
mother Mrs. M. E. Kitchen seem impossible
to sell any of said land for its reasonable
value for cash, owing to several causes,
but mainly to the depressed condition
of financial matters in the locality of
said land; therefore, she the said Mrs. M. E.
Kitchen decided it greatly to her own, and
greatly to the advantage of said children,
sought to borrow money for the purpose
herein before mentioned by creating a
lien on said land until she and her
children could repay the same, or could
sell said land to advantage. And
whereas by her deed of trust to John R.
Copeland trustee, dated on the 7th day of
Sept. 1882, and duly recorded in the
Clerk's office of said Isle of Wight county,
court, the said Mrs. Mary E. Kitchen did
create a lien on said land in said
deed of trust and will mentioned in
favor of the Farmers Bank of Lawrenceville
at Suffolk Va. to secure a debt to said
Bank of fifteen hundred (\$1500) dollars
for money loaned, every dollar of
which said sum of fifteen hundred
(\$1500) dollars was duly and judicially
advanced as herein before set forth.

Whereas in the year 1880, A. D. D. W. Kitchen
departed this life leaving his last will
and testament, which was duly proved and
ordered to be recorded in and by the county
court for Isle of Wight county on the 6th day
of Decr. 1880, and whereas it is provided
in said last will and testament, that
in the judgment of Mrs. Mary E. Kitchen
the widow and executrix of said A. D. W. Kitchen,
it should be necessary to sell a part or all
the real estate in said last will and
testament mentioned in order to pay
legacies or other expenses incurred by paying
debts or by providing for herself & children
of the said A. D. W. Kitchen. then in that case
she the said Mrs. Mary E. Kitchen, the widow
of said testator was duly authorized to sell
said real estate. And whereas in the year
1887, it did so become necessary to obtain
money in order both to pay debts due by the
estate of A. D. W. Kitchen, and in order also, to
supply the children of said A. D. W. Kitchen
with the necessities of life according to
their position in society, according to that
motherly judgment and discretion in
which said testator confided so implicitly;
and whereas, at the time the necessity arose
and since that time, even up to the present.

Georgia Lowndes County.

I Robt. T. Myadellton
Clerk of the Superior Court of
said County, do hereby certify
that John R. Kitchen signed
and sealed the foregoing instrument
of writing in my presence.

Given under my official
seal this September 20. 1887.

R. T. Myadellton Clerk
J. C. S. C.

Kitchen J. R.
to J. J. Pears of
attn.
Kitchen J. R.

Filed 30 Sept.
1887.

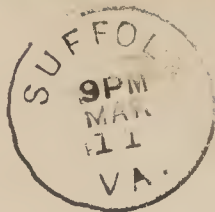
Know all men by these presents that I, John R. Kitchen, late of Windsor, Virginia, but now of Valdosta in the State of Georgia, have made, ordained, and Constituted, and do hereby make, ordain and Constitute my brother J. W. Kitchen, of Windsor, in the County of Isle of Wight and State of Virginia, my true, sufficient and lawful Attorney, for me and in my name, place and stead, to prosecute a certain Chancery suit in the said County of Isle of Wight and State of Virginia, in which, I and my Sister, Ella M. Kitchen are Complainants to the James' Banks of Hausenard and others are Defendants; and in my name, place and stead to sign all necessary papers, Execute all necessary bonds, and do all necessary acts in the prosecution of said suit, as fully as I myself might or should do, were I personally present and prosecuting the same. Hereby ratifying and Confirming all lawful acts done by my said Attorney, by virtue hereof.

In testimony whereof, I, the said John R. Kitchen have hereunto set my hand and Seal, this 20. day of September 1887

John R. Kitchen Seal

If not delivered in ten days, return to

JOHN H. WRIGHT,
ATTORNEY AT LAW,
SUFFOLK, VA.



A. P. Young Esq.
Isle of Wight Co. Va.

John H. Wright,
Attorney and Counselor at Law,

Subscriber to SLOAN'S LEGAL AND
FINANCIAL REGISTER and Mem-
ber of the CONTINENTAL
COLLECTION UNION.

Suffolk, Va., *March 11* 1887

N. P. Young Esq
Isle of Wight Co. *3*
My Dear Sir:

I learn that Hollard &
Rawls have prepared an answer
to the bill of Kitchen's preferred in
the Farmers' Bank of Hansewood.
If they have filed it I wish you would
send me copy of it at your convenience,
& if not filed send me copy as soon as
it is done.

Very Truly Yours,
Jno. H. Wright

Kitchen per fir. &c
vs { In chancy

J. W. R. Lofeland tutor

Station of matter to answer
Injunction

140
8-60
600
450/ 336000
37333
38420

I, W. S. Hall and, a Notary
Public in and for the
County of Isle of Wright in
the State of Virginia do
certify that E. A. P. Abbott
came before me in my
said county and oath
in due form of law that
he delivered a true copy
of the within notice to the
within named M. E. Kistler
on the 15th day of
March 1887 at 10 o'clock
A. M. of that day.

Given under my hand
this 15th day of March 1887

W. S. Hall and
Notary Public

Filed in Clerk's office
Isle of Wright cir. court
March 18, 1887, in above
cause. cck

To Mrs M. E. Kitchen Mother and next friend of
D. W. Kitchen and Walter E. Kitchen, plaintiffs
in a suit in chancery and in which the
Farmers Bank of Staunton and Jno.
R. Copeland trustee are defendants;

Please take notice that on
the 25th day of March 1887, ^{at 3 o'clock P.M.} in the city
of Norfolk at the office of the Hon.
C. W. Hall or at his residence in said
city we shall move that the injunction
granted you in said cause be dissolved
by an order of said Hon. C. W. Hall
judge of the Circuit Court for the
County of Wick in the State of
Virginia

Jno. R. Copeland trustee
Farmers Bank of Staunton
by W. S. Hall and their
Attorney.

Ritchie for fund

vs {

Copeland and et al

Notice of Motion to
disolve _____

I delivered a copy of
this notice to Mrs M. E.
Ritchie on the 30th
day of March 1887
W. S. Hallard

To Mrs. M. E. Kitchen next friend of J. W. & W. E.
Kitchen plaintiff in a certain suit in Chan-
cery, wherein the Farmers Bank of Haverland and
J. B. Copeland trustees are defendants, pending
in the circuit court of Isle of Wight Co.

Please take notice that on
the 11th day of April 1887 at the town of
Suffolk, we shall move the Hon. C. W. Hill
judge of the circuit court of Isle of Wight
County to dissolve the injunction heretofore
granted in the case above named.

Jno. B. Copeland trustee
Farmers Bank of Haverland
by W. S. Halland
their atty in this case.

30 Apr. 87

Written at 09
D7 2

Harry Burr of N. & S.

Notice to dissolve an
injunction &c. by

Rawls & Holladay

Filed in the
Oct. 13 - 1887

Executed by delivering a copy hereof
John H. Wright in person at his
place in Suffolk Virginia this 12th day
October 1887.

F. H. Rawls Sergeant of the
Town of Suffolk Va

John H. Wright Counsel &c.

Please take notice that
on the 20th day of October 1887 at
Jole of Wright & H. We shall move
the court to dissolve the injunction
granted John R. Kitchen and Ello. M.
Kitchen on their bill in Chancery
exhibited in the circuit Court of Jole
of Wright against Farmers Bank of Stan-
remont and Jno. R. Copeland Trustee in
which suit you are counsel for the
plaintiffs and we are counsel for
the defendants and if from any cause
the court should not dissolve said injunc-
tion we shall then and there move the
Court to require the said plaintiffs
to give a new injunction bond on
the ground that the bond executed is worth-
less and utterly insufficient to indemnify the
defendants &c.

Stanley & Halland

Counsel for defendants

Rawles & Hallam J. S.
Hanson Bank et, al.

Ady {

Kitchen J. B. et, al.

Demurrer to the
Bill of Complaint

Recd. in Clerk's office
13th Octo., 1887.

//
~~Filed in Court 20th~~
~~Octo. 1887.~~

//

Formus Bank of Newswort et, al,

Ad

John R. Kitchen and others

These defendants by their
attorney come and that the bill
of complaint is not sufficient in
law.

Howles & Halland, J. D.

Re: ¹John J. R. et al.
vs. 3 In chcy.
Copeland et al.

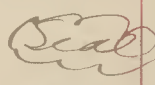
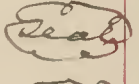
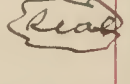
Inquisition bond

Filed 30th Sept. 1884

Recorded
Cir. Ct. Bond
Nov. 13th 1884

By them, a copy of which is filed "mandate"
until the further order of the said Court; and
whereas it is provided by the order of said Judge
awarding said injunction, that the plaintiffs
shall not have the benefit thereof until they
or some one for them execute a bond before the
Clerk of the Circuit Court of Lee of West County
in a penalty of \$6000⁰⁰ with security deemed
sufficient by him and conditioned ac-
cording to law for the payment of all
such costs and damages as may be a-
warded against them if the injunction
shall hereafter be dissolved: it is therefore
if the said John R. Kitchen and Ella
M. Kitchen

shall pay all such costs and damages
as may be awarded against them if the
said injunction shall hereafter be dis-
solved, then this obligation to be void, or else
to remain in full force and virtue.

John R. Kitchen By 
D. W. Kitchen his Atty 
Ella M. Kitchen 
D. W. Kitchen 

In the clerk's office of the Circuit
Court of Lee of West County, the 30th
day of Sept. 1887. This bond was signed
& acknowledged by the obligors, and
the surety D. W. Kitchen having
sworn on oath as to his sufficiency, was
admitted to record & filed.

Teste, J. P. Geringer

Know all men by these presents, that we,
John R. Kitchen, Ella M. Kitchen and
Dikar W. Kitchen
are bound and firmly bound unto the Com-
monwealth of Virginia in the sum of Six
Hundred Dollars, to the payment whereof,
well and truly to be made to the said Comm-
wealth of Virginia, we bind ourselves and each
of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly
by these presents. Sealed with our seals, and
dated this 30th day of September, one thousand
Eight hundred and eighty seven. and we hereby
waive the benefit of our Homestead Exemption
as to this obligation, and we also waive any
claim, right or privilege to discharge any liability
arising under this bond in any currency funds,
counter-claims or offsets other than legal tender
currency of the United States.

The conditions of the above obligation is such,
that whereas John R. Kitchen and Ella M.
Kitchen are their Bill in Chancery against
Jno. A. Copeland Trustee and The Farmers Bank
of Newmarket, addressed to the Hon. G. W. Hise
Judge of the Circuit Court of Del. of Wight County,
obtained from the said Judge an injunction
to enjoin and restrain the said Jno. R.
Copeland Trustee, The Farmers Bank of New-
market, their agents, attorneys, and all other
parties from making any sale of the interest
of the complainants under the said mortg.

Kitchin Etal.

vs. { Dig^w Bond

Copeland Trust
+
James B. K. Kuss.

A copy

then this obligation to be void or
else to remain in full force and
virtue

John R. Kitchen by D. N. Kitchen att. in fact Seal

Ella M. Kitchen Seal

J. R. Johnson Seal

D. N. Kitchen Seal

In the Clerk's office of the Circuit
Court of Deerpine County, the 27th
day of November 1887. The forego-
ing bond was signed read and
acknowledged by the obligors thereto
and admitted to record and filed
The sureties, J. R. Johnson and D. N.
Kitchen having justified on oath
as to their sufficiency. The inter-
location was made before it was signed.

Test: H. P. Young Secy

Acopy

Test: H. P. Young Secy

by G. M. Coon D.C.

addressed to the Hon. Circuit Judge of the Circuit Court of Isle of Wight County obtained from the said Judge an injunction to enjoin and restrain the said Jm. R. Copeland Trustee, The Farmers Bank of Newmarket, their agents, attorneys and all other parties from making any sale of the interest of the Complainants under the deed made by them, a copy of which is filed Marked "C" until the further order of the said Court; and whereas on the 30. day of Sept. 1887 - the said John R. Kitchen and Ella M. Kitchen together with D. H. Kitchen their security executed a Bond as required by the order of the Judge of said Court granting the injunction, which recognition of the defendants has been deemed insufficient by the Court; and by a decree thereof has required a new Bond to be given by the said John R. Kitchen and Ella M. Kitchen. Now therefore if the said John R. Kitchen and Ella M. Kitchen shall pay all such costs and damages as may be awarded against them if the said injunction shall hereafter be dissolved

Know all men by these presents,
that we, Ella M. Kitchen & John R.
Kitchen Principals and James R.
Johnson and Dixon W. Kitchen sureties
united and jointly bound unto the
Commonwealth of Virginia, in the sum
of Six Hundred Dollars, to the payment
whereof well and truly to be made
to the said Commonwealth of Virginia,
we bind ourselves, and each of us,
our and each of our heirs, Executors
and Administrators, jointly and
severally, firmly by these presents -
placed with our seals, and dated this
22^d day of November one thousand
Eight hundred and eighty seven, And
we hereby waive the benefit of our
Homestead Exemption as to this obli-
gation, and we also waive any claim
right or privilege to discharge any liabil-
ity arising under this Bond in any
currency funds, claims, or effects
other than legal tender currency
of the United States -

The condition of the above obligation
is such, that whereas John R. Kitchen
and Ella M. Kitchen on their Bill
in Chancery against John R. Ogden
and the Farmers Bank of New York

1889. August 10th. I have served a copy
of this process upon the within named
John H Wright ~~Wm H Howell~~
Shoff

Ketchum Geo H & Eleanor

W

James Bintliff of N York.

Notice to dissolve
partnership on
the 11th day of Aug.
1889

To Mr. H. Wright ~~Att. for~~ attorney for
Mr. R. & Ella M. Kitchen ^{in the case of Mr. R. & Ella M. Kitchen} vs The
Farmers Bank of Naurumund
& Mr. R. Copeland Trustee.

Please take notice that on Friday
Aug. 16th 1889 in the City of Norfolk
at ~~#~~ 1 1/2 o'clock P. M. of that day
we shall move the Court to dissolve
the injunction granted to the plaintiffs
: and we most respectfully beg that
on that occasion you have the papers
in the cause, which were delivered to
you by the clerk of the Circuit Court
of Isle of Wight County.

Respectfully
Rawles & Holland
Attys for the defendants,
and the Farmers Bank
of Naurumund &
Mr. R. Copeland Trustee
by Counsel