

1898-001 Chancery Causes: Martha F. Pruden, by v c vs Joseph Pruden v d
Isl of Wight County

Folder 1

other surnames: Holland,
Cutchin, Crumpler, Pitt,
Thomas, Gale, Matthias

Pruden per friend

Rs. $\frac{1}{2}$

Pruden et, als.

Bill of Complaint

March Rules 1st Term: 1890.

Bill & affds. filed, deems. expd
and decrees.

" 2nd March Rules 1890.

Bill taken for conf. d. &
cause set for hearing.

Oct. term 1891

De allowing debts to file answers

" Apr. 1892 - Ord. to be heard
in vacation,

" May 19, 1892, decree of
divorce & for alimony
& to pay costs,

" April Term 1898

Final.

She prays that said allowance may be secured, and she prays for all such further and general relief as to equity and good conscience may seem meet and proper. And your complainant here gives notice that the court will be asked to allow her counsel a reasonable fee for his services. And your complainant will ever pray &c.

W.S. Hall and I. J.

^{his}
J. E. Cutchin
^{with}
Martha ^{Wm} F. Cutchin

witness
J. H. Bell

Virginia

County of Isle of Wight, to wit:

I, W.S. Hall and a Court in Chancery of the circuit court of Isle of Wight County, do certify that J. E. Cutchin and Martha F. Cutchin whose names are signed above this certificate personally came before me in my said County and made solemn affirmation in due form of law that the statements contained in the foregoing bill in Chancery are true to the best of their knowledge, information and belief. Given under my hand this 22nd day of February in the year 1890 A.D.

W.S. Hall and
Comm. In Chanc.

And your complainant says that so far as she knows or has ever heard her said husband has made no complaint against her, but that when he meets her he enquires after her health and she is informed and believes that he enquires of others after her health but never says one word about giving her any assistance. Your complainant says the property in said deed is worth at least two thousand and five hundred dollars exclusive of cash which her husband had at the time of said paper and that he had in cash and by debts well secured by real estate at least one thousand dollars making the value of his estate at the time three thousand and five hundred dollars, and having no children by said last marriage and only the above named children all of whom were married and settled and doing well, this estate was and is abundantly ample for the support of herself and himself, in fact, the income arising from said estate is and was ample to support the two.

Your complainant charges and alleges that said paper purporting to be a deed was and is voluntary, that it was without valuable consideration, that no consideration whatever passed between the grantor and the said grantees, that the pretended contract to take care of said husband is absurd, for his cash will take care of him well and more besides, not to say one word about the other property.

Your complainant charges and alleges that said deed was made with intent to cheat, hinder, defraud and defraud her of a support and maintenance during her life. Your complainant charges and alleges that said husband by the laws of the state of Virginia, by the laws of justice, by the laws of Heaven and God owes her a support during her life and she says this debt was most solemnly contracted at the marriage altar, and she is advised that she is entitled to have a support out of this estate. Your complainant is not unreasonable, she is willing to accept a small sum, say eight or ten dollars per month or she is willing to accept the sum of eight hundred dollars in full satisfaction of her support and maintenance, and if said monthly allowance or sum in gross is fully paid or secured to be paid she is willing to surrender and relinquish her contingent right of dower in the lands of her said husband.

Your complainant is unwilling to close this bill without alluding to the kindness of said Henry Pruden who kindly gave your complainant his share of the fowls and dead victuals, but she says that this kindness only enabled her to live for a few weeks:

Whereas your complainant is remediless save in this Honorable court, where such matters are alone and properly cognizable, she prays that said Joseph Pruden, Nancy Crumpler, William J. Crumpler, Henry Pruden, Elizabeth Thomas, Noah Thomas, Virginia Gale and William H. Gale be made parties defendants to this bill and required to answer the same, an answer on oath is hereby waived as provided by statute, she prays for an allowance for her support and maintenance, for alimony temporary and permanent, for money to enable her to pay costs and expenses of this suit, she prays that said paper purporting to be a deed from Joseph Pruden to Nancy Crumpler and others be declared voluntary, fraudulent null and void and set aside as to your complainant's claim and debt, she prays for an allowance pending this suit.

That they cohabited together lost in said Isle of Wight County

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

Your complainant Martha F. Pruden, by *James B. Hall and* her next friend humbly complaining, doth represent to the Court, that in December in the year 1873 being then and there the widow of Thomas E. Cutchin deceased, intermarried with Joseph Pruden, in the County of Isle of Wight as will more fully appear by a certified copy of the marriage license herewith filed as an exhibit and prayed to be read as a part of this bill, that at the time of said marriage she was 47 years old being now sixty one years old, and was possessed of personal property worth about two hundred dollars which the said husband used and consumed as his own, that said husband was then worth about three thousand dollars in real, personal and mixed property. Your complainant says that from the time of said marriage up to last October she and her said husband lived together in the relation of husband and wife. Your complainant says that for all this time, a period of more than thirteen years she was to her said husband a true and faithful wife, that to the best of her ability she faithfully kept her marriage vow, that she worked hard all the time, cooking, washing, keeping her garden and doing many other domestic duties thereby enabling him to keep together what property he had and to accumulate something more, that her said husband was very careful to save everything he could and always denied himself and wife of even ordinary comforts of life, providing only what was essential to a bare subsistence.

She says that on or about October the 1st 1889 said husband without any cause left, deserted and wilfully abandoned his said wife and has taken from her every means of support, that a public sale was made and everything either sold or carried away, even the cooking stove, the cups and saucers, the dead victuals, meat and flour, leaving your complainant in an absolutely destitute condition. Your complainant was informed and believes that this sale was had and conducted in the name of Nancy Crumpler the wife of William J. Crumpler, Henry Pruden, Elizabeth Thomas the wife of Noah Thomas and Virginia Gale the wife of William H. Gale, the three daughters and a son of said Joseph Pruden by a former marriage and the grantees in a paper purporting to be a deed from said Joseph Pruden, a certified copy of which paper is herewith filed as an exhibit marked "E" and prayed to be read as a part of this bill, by which paper it will appear that said Joseph Pruden has attempted to convey all his property of every kind and description, and has put the said grantees and their husbands in possession of said property. Your complainant says that said personal property has been carried away from said farm, and that the farm has been rented out and that while she still occupies a part of the dwelling on said farm, she does so only by permission of a young man who is no kin to her who rents the farm and is the son of her ~~first~~ ^{her} husband, that this young man who is very poor himself is burdened with her support, that is to say, such support as he is able to supply and that but for the kindness and goodness of this young man, your complainant would be homeless, and destitute of food and raiment.

Pruden Joseph

ad 3 Plea

Pruden M. F. 4 J.
L. Halland next friend

Lodged in papers of
the cause apl. 7.
1890.

stated in the foregoing plea are true to the
best of his knowledge and belief. Given
under my hand this 27th day of March
A. D. 1890

R. S. Shimes

N. Public

which being read and heard the said Defen-
dant-prays judgment of the said Wit-
and Bill and pleads that there is a va-
riance between the said Wit^{said} and Bill
wherein in the particular, that is to
say in that the said Wit it is said that
Martha F. Pruden by James L.
Holland summons the defendant
and in the Bill is signed by J. E.
Culchin and Martha F. Culchin
and no bill at all is signed by Martha
F. Pruden. Therefore because there
is a manifest-variance between the
Wit aforesaid and the said Bill in
the particulars aforesaid the said Defen-
dant-prays judgment of the Wit and
Bill in Chancery aforesaid, and that
the same may be quashed.

Joseph Pruden

Virginia,

Sh of W & Gt-County to wit,

J. R. S. Thumser a Notary
Public for the County of Sh of W & Gt in the State
of Virginia do Certify that Joseph Pruden this
day appeared before me in my County aforesaid
and made oath that the matters and things

Circuit-Court of Dist of W & S - County Co. Va.
Rules 18

Joseph Pruden

vs

Martha F. Pruden by James L. Holland her next friend

And the said Defendant in his own proper person comes and cravesoyer of the writ in this cause and it is read to him in these words, to-wit the commonwealth of Virginia, Do the Sheriff of Dist of W & S County, Greeting, We command you to summon Joseph Pruden, Nancy Cromp-
son, William J. Crompler, Henry Pruden Elizabeth Thomas, Noah Thomas Virginia Hall and William H. Hall to appear at the clerk's office of the Circuit-Court of Dist of W & S County at Rules to be holden for the said Court on the 1st Monday in March ¹⁸⁹⁰ next to answer the Bill in Chancery of Martha F. Pruden by James L. Holland her next friend. And have then and there this writ. Witness at P. Young clerk of the said Court at the Court house on the 24 day of February 1890 in the 114 year of the Commonwealth.
Signed at P. Young clk

Prudden

v

Prudden

Answer of

Joseph Prudden

Please file this in
the papers
R. S.

Filed Octo. 24th

1891.

J. C. Hamme &

with his reasonable costs in this behalf
expended. And he will ever pray &c.

Joseph Pruden

It is not true as the said Complainant hath alleged that the property in the said deed "is worth at least two thousand and five hundred dollars" and that he had in cash and in debt well secured by real estate at least one thousand dollars making the value of his estate at the time \$3500⁰⁰ -

The real estate is only assessed at \$800-
and has often been offered at \$1000-

The personal property in the trust may be sold
for \$240.00 at public sale

There was only some \$500.00 ^{mostly} cash
in hand at that time which was due to
the ^{Culching children} ~~ward of this~~ ^{and #132 or #133.00 of} ~~defendant~~ ^{and} which
had since been paid over to their guardian.

There was no conveyance in the said
Deeds of any lands or notes at all, &
this Defendant did not at that time
have any of either.

The said deed was not voluntary & was not made with the intent to cheat, hinder, delay and defraud the said Martha F. Ponder of a support and maintenance during her life.

And having fully answered
ed he prays hence to be dismissed

friend of the complainant - that James
L. Holland is ~~an~~ a lazy, idle, Thrift-
less fellow who will not win his
support by the sweat of his brow but
depends for that support on the sweat of
the brows of others. The support that

the said Martha F. Ponder was con-
stantly giving to him was a nuisance
and an annoyance to this Defendant
and he often and vigorously protested
against it and finding it of no avail
finally said if it were not stopped he
would break up housekeeping and go
and live with his own children, and the
said Martha F. Ponder, not ceasing her
secret support of the said Holland told
me "to go", and I finally broke up
housekeeping and went to, and am li-
ving with my own children.

This Defendant is an old and infirm man
being 74 years ^{crippled, & infirm} of age, and worn down
by infirmities and toil. His children
are of ^{very} limited means and the conveyance
~~was~~ of the 26th of September 1889 was
made for the considerations therein ex-
pressed. This Defendant is too old and too
infirm to support himself and his children
will have to support him.

She was as liberally provided that she was able
on the 20th of February (Thursday) just - two days
before she flew her bill to give a nice party - to her
Saw James L. Holland on the occasion of his marriage
off to Mary Gordon.

At the sale aforesaid no more and no
flour was carried away but all 2
bushels were given to her. So was also $\frac{1}{2}$ of
the meat, (fully 75 pounds) all the more
all of the flour, $\frac{1}{2}$ sack of salt, part of a
barrel of fish, all the soap, $\frac{1}{2}$ of the
cow, all of the crabs, over $\frac{1}{3}$ of the potatoes,
\$18.00 worth of peanuts, 5 Bbls
of corn, 3 hogs, the produce of the
fields of black peas and peanuts, all
of the canned fruit - $\frac{1}{2}$ of the tableware
4 chairs, two tables, 28 chickens, & every
thing that she bought or claimed ~~as~~
~~except~~ not-consumed in the use as
aforesaid except the stove & a room
in the house was also permanently
reserved for her and the use of the kitchen
and stove ^{and room in the smoke house for her meat} for her cooking. The ~~owner~~
and occupant of the farm is ~~the~~ son
of her ~~former~~ husband
~~and former marriage~~ who has been
raised from childhood by this Defendant
at his own home

5 It is true that this Defendant left
his home in October last, but he was
compelled to do so by the conduct of his
wife and her son James L. Holland
who figures in this suit as the next-

his wife, but had likewise to support the said Butcher who was a child at the time of the aforesaid marriage, only some 5, 6, or 7 years of age, and is not 21 yet. but also to support the said James L. Hall and some 5, or 6 years after the said marriage whilst he lived with them, and by secret-contrivance between him-
self & his mother has been compelled unwillingly largely to support him ever since.

3 That the plaintiff did no more work of any kind than the wife of a poor man always does & that she was clothed and fed as well as the exceedingly brinded abilities of this Defendant permitted him to do, and just as well as he was. He did his best, and he regrets he could not do more for both the plaintiff & this Defendant.

4. That it is not true that he left his said wife and home on the 1st of October 1889 "without cause" - that "he deserted and willfully abandoned her" - that "he took from her every means of support" "that every thing was sold, ^{and carried away} at the public sale even the cooking stove, the cups & saucers, the dead victuals meat & flour" "leaving ^{the said} ~~her~~ ^{destitute} complainant in an absolutely ~~condition~~ condition.

besides two beds worth about \$20.00
 40.00 a piece, she had only about 4 Bls of shat-
 and long corn raised on a poor place that
 8.00 was worth only about 8.00, three hop
 24.00 worth about 800 a piece, some fodder
 12.00 ^{at cellar} worth about \$12.00, and two steers paid
 64 by part for on which this Defendant paid
 \$7.00 a piece, fattened, and may sell
 for \$15.00 a piece, and some few
 other articles not remembered, of exceedingly
 slight-value:

That the said beds and every thing else
 that she bought is this Defendant ^{of record} except-
 the corn, the hop, the fodder & the steers,
 was left for her in October 1889 when this
 was compelled by the treatment of the
 Martha F. Ponder to leave his home
 and seek an asylum in the bosom of his
 own children. That the property she
 bought is him was his under the law
 and ^{such as was} ~~was~~ consumed, ^{was} ~~was~~ consumed by
 his family, which after the marriage
 comprised consisted of himself & his ^{Martha who died in some 3 or 4 years after the marriage} wife,
 and James L. Halland, a child by
 a former husband and J. E. Gulchier
 likewise a child ^{of her former husband by another wife} ~~by a former marriage~~.
 This Defendant not only had to support-

the Answer, and Denial of Joseph
Pondus to the Bill of Complaint. Martha
F. Pondus by James L. Holland her
next friend exhibited against him
and others in the Circuit Court of the
County of Wright - County

This Defendant says that the said bill
is not sufficient in law

This Defendant saving and reserving to him-
self all right of exception to the manifest
errors and imperfections of the complain-
ant's bill for answer thereto, is so
much thereof as he is advised that it
is material for him to answer, answer-
ing saith

1 That it is true as the said complainant
hath alleged that the said Martha F.

Once Pondus was was Martha F. Gulch
-in and this respondent were married
on the ~~12th~~^{1st} day of December 1876, and
that she was then 47 years of age and is now
61

2 That it is not true as the said Complainant
hath alleged that she was then possessed
of Personal Property worth \$200, that

Maintenance during her life.
And having answered these Defendants
may here to be dismissed with their
costs in this behalf most unreasonably
expended. And they will ever pray &c.
Henry ^{his} Pruden
mark

W. J. ^{his} Brumple.
mark

Teste
R. S. Thomas

Pruden Sept. 7th 4

J. L. Howard

V. 3 Answer

Pruden 11-94

Pruden 11-94

Pruden 11-94

Filed Oct. 24th

1894

J. P. Hensley

worth \$3500 - as the said Complainant
has alleged, but the real Estate is es-
timated at \$800 - and has been offered with-
out finding a purchaser at \$1000 - and the
personal property at the sale only for \$84-
\$240 - w. The \$5000 ~~was~~ ^{in cash} ~~has~~ ^{in a very small quantity} been paid over

to the guardian of the Catharine Children,
and the said Joseph Ponder did not then
have any ~~the~~ bonds or notes at all.

7 The said Ponder is very old, & very
infirm, and the said James L. Hol-
land is a very lazy and indolent man
who will not work sufficiently for his
own support and depends upon the work
of others to support him. His indolence
and dependence upon his mother and the
work of Joseph Ponder not to see his
old age taxed with the support of the said
James L. Holland drove him to break up
housekeeping and to go to live with his
children. His children are poor and
need all the help they can get to help to
support their aged and infirm father.

8 The aforesaid deed was not voluntary
and was not made with the intent to
cheat, hinder, delay, and defraud the
said Martha F. Ponder of a support and

- in the answer of Joseph Ponsen which
has been read in our hearing and which
we hereby repeat; and adopt in whole ^{its terms} and ~~the~~ ^{the} of
- 3 The said Martha F. Ponsen did only
such work as the wife of a poor man
does and was fed and clothed as well as
the means of the said Joseph Ponsen per-
mitted and allowed and as well as the
said Joseph Ponsen
- 4 The said Joseph Ponsen did not leave
his home and his wife without-carry
did not take from her every means of
support, did not sell and carry away
at and from the public sale every thing
and leave the said Martha F. Ponsen
Destitute as she hath alleged in her
said bill of Complaint, but every thing
which is enumerated in the answer
of Joseph Ponsen ^{as left} was left on the premi-
ses and in her custody for her. We ^{again} adopt
his answer as an answer and without
repugning confirm his statements.
- 5 The A room in the house and the use
of the kitchen ^{and smoke house} was reserved for the use
of the said Martha F. Ponsen.
- 6 The property of the said Joseph Ponsen
was not on the 26th day of September 1884

Demurrer

The Answer of Wm. J. Crompton and
of Henry Ponder, ~~with Bill of Complaint~~
to

to the Bill of Complaint of Martha F.
Ponder by James L. Holland her next-
friend exhibited by her against them and
taken in the Circuit-Court of Deaf Wright
County

Then Defendants say that the said Bill is
not sufficient in law

Then Defendants saving and reserving to them-
selves all right of exception to the manifold
errors and imperfections of the complainant's
bill for answer thereto, or to so much thereof
as they are advised that
as it is material for them to answer, are
swearing say

1 That it is true the said Martha F. Cushman
and Joseph Ponder were married in
December 1876 as the said complain-
ant hath alleged

2 It is not true that the said Martha
F. Ponder had at the time of her mar-
riage \$200- worth of personal property.
She had only the property mentioned in

Executed by delivering to the within
 named Joseph Preston, Henry
 Preston, Henry Lumsden W^m of Lumsden
 plan, each a true copy of the within
 summons July 27th 1890.

Ro. W. Edwards
 Shff.

Executed by delivering to the within
 named Elizabeth Thomas, Noah
 Thomas, Perovina Gole & W^m H. Gole
 each a true copy of the within
 summons July 2nd 1890.

Leontine C. White Dep^y for
 Ro. W. Edwards. Shff.

Martha J. Pruden vs. fr.

SUBPOENA
 IN
 CHANCERY.

vs.

Jos. Pruden et al.

W. S. Hollard p. q.

To First March Rules,
 1890. Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of *Ischof Wright*, Greeting:

WE COMMAND YOU, That you summon *Joseph Pruden, Nancy*
Creinfuler, William J. Creinfuler, Henry
Pruden, Elizabeth Thomas, Noah
Thomas, Virginia Gale and William
H. Gale

to appear at the Clerk's Office of the *Chancery* Court of the County of *Ischof Wright*
at the rules to be held for the said court on the *first* Monday in *March*, 18*90*,
to answer a bill in Chancery exhibited against *them* in our said court by *Martha*
A. Pruden by *James S. Holland* her
next friend

And have then there this writ. Witness, *N. P. Young*, Clerk of our said
court, at the court-house, the *27th* day of *February* 18*90*, and in the *114* year
of the Commonwealth.

N. P. Young *clerk*

Prudence pr. fr.

no. 3 Chy.

Prudence at L

Deposition

Boily vs. Boily

21 Gratt.

To have reviewed

Filed 1. apr. 1892.

A. G. Young cler

Virginia County of Isdefwight to Wit
I John M Taylor a Justice of the Peace
of the County of Isdefwight in said
State do hereby Certify that the
foregoing depositions of Martha F Pruden
J. M. Pitt J E Cutcher & J L Holland
were duly taken, sworn to, and
subscribed, before me at the time &
place, and for the purpose therein
named

Given under my hand this 11th
day of March 1892

John M Taylor J.P.

Time employed 10
Hours for ^{page}
J M Taylor J.P.

back to Leira with ~~Tham~~ ^{Tham} ~~argson~~
 While living away I visited my
 Mother on an average of 2 or 3 times per
 month. She would give a pair
 of socks or make a shirt for me.
 and occasionally 25¢ or 50¢ I
 never did get any Corn Fodder or
 any ^{other} products of the Farm Mr Pruden
 never objected to my visits to my Mother
 so far as I know, Mr Pruden never said
 a word to me in his life about my
 getting things belonging to him
 through my Mother. Neither Mr Pruden
 nor my Mother contributed in any
 manner shape or form to my support
 from the time I left them to the
 present except in a manner that
 I have mentioned. I did the
 principal part of the work on the
 farm for the 4 years I lived
 there - and got nothing for it
 except my victuals & clothes & they
 were very ~~common~~ that is the
 reason I left him. My Mother
 is now living at my house and
 and is entirely dependent on
 me for a support except ^{what} her
 stepson may see fit to give
 her & this definitely says Mr ^{his} Holland
 means

you 29
9 Q Do Not Know of other people
who have Farms are worth about \$2000
Dollars. Who has wife & children
do such work as you have
indicated

Ans No Sir I do Not

10 Q Is it anything at all unusual
for Ladies in the Condition of Mrs
Pruden to take in Sewing

Ans Yes Sir I think it is
and further this deponent says

Not
J. E. Hutchins
mark

J. L. Holland being duly sworn
deposes & says

My Name is J. L. Holland my age is
28 Next birth day live in Eschscholtz
County Am a Farmer I am the
Son of Mrs. Martha F. Pruden by a
former Marriage and am put
down on the Record in this suit
as the next friend of my Mother
at the age of about 14 years
My Mother Married Mr. Joe Pruden
& I lived with them for 4 years
when I left them I went to Farming
on my own Hook & never did go

40 Do the wives of other Men of the Neighbourhood
in Mr Bonden's Land do Work.

Ans. They do Not.

50 Do the Work in the Garden

Ans. They do Not.

60 Is it any thing at all uncommon
for the wives ~~of~~ of Men who
tend a one horse Cart. to Work
& Work in the Garden

Ans. No Sir it is Not uncommon.

But - while Mr Bonden ~~is~~ did
tend a one horse Cart. he was
^{well} ~~well~~ ^{far} ~~far~~ ^{hind} ~~hind~~ ^{that} ~~that~~ ^{work} ~~work~~ ^{done} ~~done~~
& other people in my Opinion would
of done so.

70 Do you Not know of a good many
people who are just as well off as
Mr Bonden whose wife does this
sort of work.

Ans. No Sir I do Not.

80 Do you know of any ~~people~~
one or more person who are
just as well off as Mr Bonden
whose wife does this sort of
work.

Ans. No Sir I do Not know of
a single person.

J E Butcher C J Butcher & W M Butcher
 Mr C C Channer became my Guardian in
 Nov 1889 & W Stott became Guardian for
 the other two. Neither of us had a
 Guardian prior to that time Mr Pruden
 paid R A Butcher \$66 just before
 the separation & have paid the rest
 of the money to their respective Guardians
 since the separation

2 Q. Is it any thing unusual among
 small Farmers in Mr Pruden
 Condition to Loan out 2 Bbl of
 Corn in the Summer for 3 in the
 fall

Ans. It Nothing unusual its an old
 rule

3 Q. Did Mrs Pruden^{do} more of the Cooking
 Washing for the family than work
 on the Farm than is generally done
 by Ladies in her Condition

Ans I think she did

4 Q. What more did she do than
 is generally done in the neighborhood
 by the wives of other Men worth the same
 as Mr Pruden

Ans. She washed, & worked in the Garden
 & sound up the House, that all

I owned that farm for the year 1890
for One Hundred Dollars without any
reservation at all for ^{Mr Prouden} the ~~road~~.

Mr Van Gham rented the same
farm for 1891 for \$100. Mr Prouden
lived with me in 1890, and 1891, and this
^{year she} ~~now~~ lives with her son J. L. Holland.

When Mr Prouden was with me she did
my cooking, washing, mending ~~and~~ and
I gave her her clothes and board and
paid her nothing besides. Mr Prouden
is ^{entirely} dependent upon her son, J. L.
Holland and upon me for her support.

Mr Prouden was about 24 years of age,
well and healthy, and for the last 2 or
3 years did but little work - He hunt-
ed and fished a good deal. The rent of
the farm would have supported him
and his wife ^{in the style} ~~and~~ they had been accos-
tomed to live. The farm was well
timbered ^{in 1889} but most of it has now
been cut off.

~~Witnessed~~ ~~and~~ by A. S. Thomas atty for
the Defendants

10. In your examination in chief you
stated that Mr Prouden did not owe
a cent in the world did he owe
any money to the Cushman Children
Ans Yes Sir He owed Two Hundred
to the Cushman Children

#25-

Nor on that Morning till
all his Children, but Mrs. Dixon
was there with Certs & began
taking the Beds & everything
out of the House & carrying
them to the Barn & locking them
up - I think that was the day
he had the an apprehension
as was written out by John
D. Corbue, ~~and~~ And on that
Occasion when the Children
left the old Man went with
them. The old man went with them
and carried the Keys to the barn and
had the sale in about - ten days after -
wards when they sold at public auc-
tion every thing on the farm and left
nothing but except the articles men-
tioned by Mrs. Prudden in her deposi-
tion which I heard which I think
would not have lasted her longer
than six months in the way she was
accustomed to live. Mr. Henry Prudden
gave her permission to use the cham-
ber ^{bedroom and smoke parlor} ~~parlor~~ until Christmas. She and I lived
there together for the balance of the year.
I did not do any much work for Mr. Prudden
that year

& said he wished all the
 Protracted ^{meetings} would occur in
 one day — He went to Church
 once or twice himself when he
 was first married — after
 that he went no more —
 Mrs Prouden did all the cooking
 for the family & principal part
 of the washing — she did the
 principle part of the garden
 work — she made the clothes
 worn by the family — she
 treated him better than he did
 her — He gave her one nice
 dress — and I don't recollect
 his ever giving her another —
 she dressed about as well
 as Ladies in the neighborhood
 in her civilities dress —
 she would often take in sewing
 to buy a part of her clothing —
 I never heard Mr Prouden
 complain about his wife's
 being unkind to him in any way —
 I never knew or heard anything
 of his purpose to leave until
 the morning ^{of the day} he left in the
 day

#23

Than he payed Out on an average—I could not say how much he laid up on an average in a year. I never heard Mr Pruden accuse his wife of supporting J L Holland. She did not support him. She gave him nothing except ~~some~~ ^{some} occasional clothing which she has mentioned—I never knew or heard of her giving J L Holland any cups or food raised in the Farm—J L Holland fed & clothed himself by his own work—It is not true that J L Holland was or is a Lazy & indolent fellow depending for his support upon the labor of others.

Mr & Mrs Pruden lived right well together up to 20 or 3 years before he left during that time he raised no quarrel about his wife going to Church than any thing else. He objected to his wife having his horse & cart to go to Church.

#22

The Farm was worth about \$2000⁰⁰
1889 It was sold to Henry Pruden
for that sum. as Henry Pruden
told me himself — He ^{Joe Pruden} had money. How
much I do not know. — Mr. Job.
Holland owed him \$340⁰⁰ Mr. Pruden
told me so the last year I lived
with him. I heard him say so
several times Mr. Mathes owed
Mr. Pruden \$50⁰⁰ I heard him speak
of it several times & during the
year 1889 Mr. Joe Crupler
his son-in-law owed him \$250⁰⁰
Mr. Pruden said he had a deed
of trust on Joe Crupler's Land for
the \$250⁰⁰ I don't know of any other
debt except some very small debts
Mr. Pruden did not owe a cent in
the world. — Mr. Pruden loaned money
to Misses Kate & Mollie Cowling & took
their gold watches to hold as
security for the money until paid
I do not know how much — I
have known Mr. Pruden frequently
to lend out corn. — 2 Bbls Lent
out in the Spring for 3 Bbls to
be returned in the fall. — Mr.
Pruden made mon^y money

#20

J E Cutchus being duly sworn
deposes & says as follows

Ans My Name is J E Cutchus
I am 21 years old April 18
1892 I am a Farmer am
No Relative to any party to the
suit. But I am Mrs
Prudens step son and lived
with her & her Late Husband
from the time of their Marriage
to the date of their separation
I worked on the Farm and about
the House & did anything that
Came to hand and I got
my Vestment & Clothes towards
the Late ^{20 years} he would give me
a piece of ground ^{about 1/2 acre} for a Fruit
patch which I would ^{cultivate}
in Fruits & get my ^{monthly} clothes out of
the cup - I went to school
Not more than 3 or 4 months in all
Mr Pruden was bitterly opposed
to it I did the principal part
of the work on the Farm after
J L Holland left & what I did
was worth good deal more than
what I got -

Reexamined

1 Q In Your direct examination in speaking of Mr Pruden income in excess of his expenses you included Chickens Eggs & Fowls did you Not J^r

Ans Excepted by Counsel for the dependents because it does not relate to any New Matter
Ans I did Not but they ~~made~~ Raised a good many Chickens & Eggs which I ~~recently~~ ^{recently} bought.
The Clothing & necessaries of life

2 Q ~~Is it not a fact well known~~
State whether or Not a boy from 5 to 9 Years old Can't easily get a Home with a family for his board & clothes

Ans A Black Child every body wants at that age and a white Boy is worth his board & clothes & further this deponent says
Not

E L Galt

#19

16 Q Did J E Cuscuta do it
Ans He did I have seen him
do it

17 Q What are ^{Boy} Children from
5 to 9 years old worth on
a Farm.

Ans Worth about one dollar for month
I have never heard any for the
last 4 years

18 Q Take a boy from 5 to 9 years
old what will it cost to feed
him

Ans \$1⁵⁰ for month on an average

19 Q What would his clothing
cost per year from 5 to 9 years old

Ans \$3⁰⁰ for year

20 Q Was the service of Mr J E
Cuscuta to Mr Pruden from the time
he was 14 to 18 years of age
worth is Victual & Clerk & Two
dollars for month besides

Ans Yes I should think he
ought to be. I have just told
you he was worth \$2⁵⁰ for year
for the last 4 years he was
with Mr Pruden

11Q What is the average Cost of
the Neighborhood of the Men Boys
Ans the Average Cost of the 4
in Fancy about \$50 pr Yr
This is my guess

12Q How many days on an average
would Mr Prude Niac de Lotw
for his Pfts
Ans None at all

13Q How many days on an average on
Corn & Fodder

Ans Not to exceed 15 days pr Yr
at a Cost of $37\frac{1}{2}$ pr day

14Q What work on a Farm a child
6 Yrs old can do

Ans Drop Corn Plant Pfts—
& thin Corn Drop Potato spits
turn over Potatoes Vine Pull
grass out of Potatoes follow
behind the Plow & mow Corn
Pull grass out of Pfts tote
wood in the House bring a Pitcher of
water

15Q do the Children in your Neighborhood
do that kind of work at that
age

Ans Mine do and all the poor
Children in the Neighborhood do

On an average would Mr Prouden
 make in a Year more than
 would be consumed at home
 for the last 10 or 15 years
 Ans He did not raise any surplus
 6 Q What would be the average
 sale of his profits

Ans About \$44⁰⁰

7 Q What would the average sale
 of Hams be for Year

Ans About \$40⁰⁰

8 Q What else would he sell

Ans I have ~~known~~ ~~have~~ ~~seen~~
 nothing else

9 Q Of Whom did Mr Prouden
 Family consist for the last 10
 or 15 years

Ans Mr Prouden Mrs Prouden Holland
 & Cutchins & his Daughter Mary
 who died in 1882 & which would
 make an average of about 4
 in the family

10 Q What would be the average
 cost of the clothing of this party
 for Year

Ans The dressed common like
 the bal of the Neighborhood and
 at about the average cost

2Q How often were you at Mr Prudens

Ans I passed there on an average of ~~100 times per year~~ once in two weeks - I was at his house on an average about 6 times per year.

3Q For the last 10 or 15 years what has been the average quantity of Corn Fodder Puts raised by Mr Pruden

Ans About 40 Barrels Corn

About 3500^{lb} Fodder

About 50 Bush Puts for

on one acre or one & a quarter acre

4Q What other Crops besides those mentioned did Mr Pruden Raise ~~A patch of Sweet Potatoes~~

Ans A patch of Sweet Potatoes about enough for his family & would sow Peas for his Hogs - He would Raise on an acre 1600^{lb} Potatoes per year & he would sell the stems for money & sell enough shoudles & middings to supply his family with what he bought

5Q How much Corn & Fodder ~~more than he consumed~~

Mr. Pruden had about the same day Low as when Holland was there, ~~the last~~ From 1880 to 1885 he was worth his board & clothes & from 1885 to 1889 he was worth \$25.00 per year over and above his board & clothes & From 1876 to 1880 I consider he was worth his board & clothes
 Note The Defendant by Counsel excepted to all the Depositions of G. N. Pitt as irrelevant to the Pleading in this case and especially to so much of it as relating to the Habits of Mr Pruden and the expenses & profits of Farming and to the career of Mr J L Holland after he left Mr Pruden and all of that which relates to J E Cutcher & Arthur Wain. proceed to cross examine Mr Pitt

Q How far did you live from Mr Joe Prudens.

Ans within one & half miles except from March 1889 to Oct 1889 when I lived within one mile

#14

Married Mr Pruden - Jas L Holland
Mr Pruden did all the work on
the Farm except day Labor while they
lived together the day Labor was
very little not exceeding 15 days
in a year - I think James L Holland
services were worth on average \$50⁰⁰
per year in excess of his board &
clothes while he lived with Mr
Pruden - After James L Holland
left Mr Pruden he went to the
Hardy Farm - he bought a horse
& went to Farming - after he left
that Farm he went to John Parro
& cultivated Land at N G Riddan
and the next year he went to
Putman & made a good crop
of Peasants & Corn ~~then he went~~
he went then to work Hauling
ties & cultivating some Land - He
then went to Hems Saw Mill
& worked as a hand 2 years
I have known ^{of E. C. C. C.} since
1876 when Mr & Mrs Pruden was
Married and he lived with Mr
Pruden from 1876 to the fall of
1889 he took the Plough handles
when Holland left & Mr Pruden

and further this deponent saith Not

Martha ^{Hy} Pruden
man

Mr Thomas H Pitt being duly sworn
disposes & says

- 1 Q State your Name, age Residence
Occupation, & whether you are
related to any party of this Suit
and all else you may know
Ans. My Name Thos H Pitt aged 52
Years Resides in Islet Wright County
New Long View Farm by Occupation
and am not related to any party
to this suit. — I have known
Jas. Pruden for 48 years. —
He made on his Farm what he
and his family eat & dressed very
economically I think his income
would exceed on an average for
the last 10 or 15 years ~~at over~~
~~over~~ his expenses by at least
\$100⁰⁰ per year. — He was considered
a money lender on a small
scale. Mr Pruden was a careful
& ~~economic~~ ^{economical} Man. — I have known
James L Holland ever since his Mother

#12

Oct 1889 he ought to of Had as
had seen it. I Never Counted
it I Know he had money but
I do not know the amt of it.
I Know he had \$100⁰⁰ in Gold I
Saw Mr Job Holland pay it to him
it was payed to him some 2 or 3
year before he left - but I do not
know what he did with the money
he gave it to his Childen I recore
I heard Mr Pruden say he had
Mr Job Holland Bond for \$340
& Mr Mathews for \$50⁰⁰ & Mr Joe
Crimple Bond for \$200 but I
never saw either one of them & if I
had I would of not known it
as I can neither Read No write
I never saw Mr Job Holland pay
Mr Pruden any money for 2 years
or more before he left the farm.

I Saw Mr Mathews pay Mr Pruden
the interest in the Spring of 1889;

I Never saw Mr Joe Crimple pay
Mr Pruden any money at any time
15Q While Your son J L Holland lived
with Mr Pruden who worked on
the Farm.

Ans My son & Mr Pruden the hired ~~day~~
day Labor in planting Corn & pulling Fodder

11 Q When your son left Mr Pruden when did he go?

Ans He went to live at the Hardy Farm. Now owned by Geo W Parker about 5 or 6 miles from my husbands Farm.

12 Q You have said in your examination in Chief that you sometimes gave him a shirt or other garment & sometimes 25 or 50¢ when in going to a public place. What other things did you give him than those just mentioned?

Ans I did not give nothing else I had nothing to give him.

12 Q Did you ever give him any Corn Fodder Pfts or other products of the Farm?

Ans I never gave him any Corn Fodder, ^{or pfts} ~~no~~ any products of the Farm.

13 Q What were the Farming Implements on the Farm worth?

Ans They were not worth over \$5 or \$10.

14 Q When did Mr Pruden have 5 or 6 Hundred Dollars you spoke of in your examination in Chief?

Ans He had it or ought to have had it

she worked 2 days at $37\frac{1}{2}$ pr
 day I picked them off the vines
 myself. sold the peas & bought the
 Cows. Stew ~~the~~ He left 2003 Cows of.
 Fruit the neighbor gave me the
 Peaches & I put them up & claimed
 them on day of sale - He did not
 loan 28 Chickens he left 14 -
 4 Chairs were left than I carried
 $\frac{1}{2}$ doz chairs when I was married
 - he left 2 tables then but I carried
 them then

7Q who was the party who rented
 the Farm in the year 1890

Ans J E Cutchins the young
 man I alluded to above

8Q When the Farm was rented was
 not a Room in the House the use
 of the Kitchen reserved for you?

Ans It was not.

9Q When was your son Jos L
 Holland married?

Ans Feb 1890

10Q did you not give him a
 party on that occasion?

Ans I did not. I had
 nothing to give a party out of
 He had a Comm. Supper but
 I furnished no part of it

4Q When he left did he not leave
at the House all the meat & Flour that was
there

Ans He did

5Q did he not leave half of the meat
that was there?

Ans He did not.

6Q did he not leave $\frac{1}{2}$ sack salt
part of a Beef Trip all the
Soup, all the Onions ^{one little of each} 18 worth Pruts
all the Corn ^{one little of each} & 28 Chickens

Ans He left some salt but not $\frac{1}{2}$ sack
he left some old Herring that was
not worth anything & which no one
would eat. What little soup there was
he left. Then the Onions were none
raised in the Garden by myself they
attempted to sell them & I objected
to the left them. Then was about a Bush
He left one fifth of the Potatoes
He left about 15 Bush Pruts, which
was raised on his Land.

J E Cutchis Plowed the Pies & I
had the other work done by myself
and the Colored woman the Colored
woman was payed by work which
I did for her and old Cleshus
which I owed her

Chamber was sealed it was built about 40 years ago the size of the House was about 14 x 28. The House was in good order

2Q You married him in 1876 and took to Mr Pruden some children please name them? ^{ans} James L Holland who was my child by a former marriage and J E Cutcher the son of a former husband by another wife.

3Q You have stated that you and Mr Pruden lived together happy together 2 or 3 years before he left. When you had some slight words about you going to Church, what Church did you attend
An. Olivet ^{or issue} Methodist ^{church} about 6 miles when we had service twice a month I did not wish to go in the winter time unless it was a very bright day and I do not know why he objected unless he thought I gave something to the Minister. I only gave to the Minister \$2⁰⁰ a year which I gave without his knowledge because if I had told him he would not allowed me to have the Horse. This is the only subject upon which we disagreed upon up to the time he left Oct 1889

#7
of W. J. Crumpler; Keeney Pruden;
Elizabeth Thomas wife of Noah Thomas
and Virginia Gale the wife of William
Gale. I understood from your testimony
that these 9 parties are the children
& husbands of the children of your husband
Joe Pruden

Ans They are.

8 Q Did your husband owe these
children any money

Ans he did not to my knowledge
and I never heard him say they
owed him anything

crossed examined by R S Thomas for the
Defendants.

1 Q State where the Farm of Mr Joe Pruden
is located its character and condition
Ans its situated in the County of Isles
of Wight in the neighborhood of Long
View and consist of ^{about} 200 acres got
about 20 acres of open Land. & it was
quite well timbered 1889 & considerable
timber has been sold off of it since
1889 and will average about 4 bbls
of Corn to the acre the house we
lived in was a single story house
with a Basement under it. On

#6

Twenty five Dollars;
When we were married my son J. L.
Holland was 14 or 15 years old and
he lived with us for 4 years ending
Dec 1880 he then left & went off to
Farming for himself & never lived with
us any more. While he lived with us
he Ploughed & hauled wood & did all the
Farm work he got nothing but his
board & clothing, the work he done
was worth more than what he got
he left because Mr Pruden would not
give him any more than his board
& clothes, after he left he would
come to see me occasionally sometimes
he would carry me to Church as
I had no other way to go I
never heard Mr Pruden object to my
sons visits as just stated

Q. Do you say positively that ^{during} ~~all~~ all
this time from 1880 to Oct. 1889
you never gave James L Holland
one single cent of money nor any
piece of property which belong
to your husband Mr Pruden

Ans. I do say so Positively

7Q In the papers is filed a copy of a
Deed between Jas Pruden of the one
part and Nancy Crumpler the wife

5

and went to live with his children
are those statements true?

As I never supported him, he never
threatened to leave me. If I did not stop
supporting my son James L. Holland &
he never threatened to go to live with
his children. He made no threats at
all. He never lets me know his intentions
or purpose of leaving. I never heard a
word about his leaving until the night
before he left. I never expected him
to leave his home.

I used to mend my sons' clothes & knit his
socks. Sometimes I would make him a
garment or shirt or something like
that but these were all bought by
my own labor. I never gave him
anything that came from my husband.
He used to accuse me of giving
him things but he accused me
wrongfully. Sometimes when he would
come in there going to a public
place I would give him 25¢ or 50¢.
He was the only child I had and
I thought it was nothing but right to
give him a little thing. I think all I
ever gave him ~~was~~ or did for him
since Dec. 1880 amounted to ^{no} more than

& the other \$50 Lend out. Joe or John Holland
 owed the Debt of \$340 & Mr Mathew owed
 the Debt of \$50. & his Son in Law Joe Crumpler
 owed him \$250 for money to pay for Land
 on which Crumpler now lives. We
 had No children ^{by the first marriage} had only one child
 a boy named James L. Holland a son
 by a former marriage Mr Pruden had
 six living children when I married
 him by a former marriage one of them
 is dead & 5 other are now living
 namely Kitty wife of John Dickson Nancy
 wife of Joe Crumpler Bettie wife of
 Noah Thomas Gennie wife of Bill Gale
 Henry Pruden son

50 Mr Joe Pruden you said Husband
 in his answer filed in this Cause assigns
 as his ~~cause~~ ^{reason} for leaving you that you
 were ~~constantly~~ giving to your said
 son James L. Holland a support
 & that he vigorously protested against
 you so doing & finding his protest
 of no avail he said to you if it
 were not stupid he would break
 up Horse Keeping & go and live with
 his children & you the said Mr
 Pruden not ceasing your support
 of the said Holland told him to
 go & finally broke up Horse Keeping

The children left me 5 Bbls of Corn
 in the fall of 89th left me nothing
 in the House except some thing which
 I had when I married him he left
 about 5 or 6th Lard. He left me no
 Cooking things I bought the Stove on
 the day of sale I asked him to give
 me the Cooking Stove he refused he
 took all the Chickens he could catch
 but his Son gave me his Shovel which
 was 14 He did not leave me any Home
 His Son told me I could have
 the Chamber for the bal of the year
 & they rented out the place to Eddies
 Cutchin for 1890 & made no promise
 for me that year & none since
 his Son Henry gave me Two Dollars
 on the day he left & told me to buy
 something to eat. I have mentined
 every thing that was left me so far
 as I can recollect my Husband
 had a Farm on which we had
 lived worth about \$2000⁰⁰ Dollars He
 had one Horse worth \$100⁰⁰ Two
 Carts & Wheels worth \$5⁰⁰ Farming Implements
 he had some Money about Five or
 Six Hundred Dollars he had two debts
 owing to him one \$340 for money let out

to Church & was bitterly opposed to
 my going to Church but I used to
 go. Never gave me any money to help
 me to to put in the Church. he accused
 me of giving the Preacher Money &
 we used to quarrel about it & I said
 I was giving away what he had.
 Ques. Did you ^{live} peacefully & quietly together
 Ans. Yes; I did not make any suit
 any of his property. I always did my
 part as a wife by him up to the day
 he left. I never mistreated him so far
 as I know. We Last lived together as
 man & wife in Isl of Wight we have
 never lived together since Oct 1889
 he came when I was occasionally in
 the fall & winter of 1889 up to sometime
~~but these visits were not to my left to the home on board~~
 in January 1890 & I haven't seen him
 since. When he came he would say
 now do you do I pass on, he gave
 me ~~no~~ no excuse or reason for leaving.
 Ques. When he left what provision
 if any did he make for you in
 the shape of a home & something to live
 on

Ans. He did not give me a cent of
 money he left 4 pieces meat - about 30
 or 40^{lb} three little shoats. eight small
 left about 1 Peck meal & 1/2 Bush Flour

The depositions of J.E.Cutchin and others, taken before me John M. Taylor a justice of peace of Isle of Wight County in the state of Virginia, pursuant to notice hereto annexed, at the office of W.S. Holland Windsor Va. on the 9th day of March 1892 between the hours of 8 o'clock A.M. and the hours of 6 o'clock P.M. to be read as evidence in behalf of Martha F. Pruden in a certain suit in equity depending in the Cir. Court of said county wherein Martha F. Pruden by her next friend is plaintiff and Joseph Pruden and others are defendants.

Present, W.S. Holland atty. for plaintiff.
R.S. Thomas atty. for deft.

Martha F. Pruden being duly sworn deposes and says:

1 Ques State your name, age, residence, occupation and relation, if any, to any party to this suit?

Ans. in Isle of Wight County. Occupation Sewing Knitting and Domestic Work & I am Plaintiff in this Suit

2 Q It is alleged in the bill & admitted in the answer that you were married to one of the defendants Joseph Pruden. Please state if you and he are now living together as Husband & Wife

Ans. we are not

3 Ques Please state what you know about the separation

Ans. He left me two years ago Last ~~September~~ ^{October} and went to his son-in-law for example the first night & afterwards to his other children we lived first together together good and continued so until two or three years ago he left he used to get mad about my going

Service of this notice is
accepted.

March 2nd 1892

R. S. Thomas atty in defense
- Davis -

To Joseph Pruden, Nancy Crumpler, Wm J. Lump-
ler, Henry Pruden, Elizabeth Thomas, Noah
Thomas, Virginia Hale and Wm H. Hale

You are hereby notified that on the...7...th day of...March...in the year 1882
at the office of W. S. Hallam...in Windsor Va...between the hours of 8
o'clock A. M. and 8 o'clock P. M. of that day I shall proceed to take the depositions of J. B. Cuthbert
and others.

to be read as evidence in my behalf in a certain...suit in equity.

depending in the...circuit...court of...Isle of Wight...county, wherein
I am

are plaintiffs, and...are

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,

Martha F. Pruden by
her next friend J. L. Hallam
by W. S. Hallam
att'y.

It is mutually agreed by and
between Counsel that the Land Book
and Assessment two Books may
be read as evidence upon the
hearing of this case

State of Virginia
County of Lee and Wight & Powhatan

I, Wm. L. Park a Notary Public
in and for the County aforesaid
and State of Virginia do hereby
certify that the foregoing depo-
sitions were duly taken sworn to
and subscribed before me at the
time and place recited in them
in

Given under my hand this 15
th day of April 1892

Wm. L. Park
Notary Public

Notary Fees \$10⁰⁰/₁₀₀

Proceedings for
W. J. M. Clegg
Prudens et al.
Depositions

Appl. of the 1892
Came to hand
under seal and
filed.

Test, J. O. Young att.

now each objected to your
father breaking up Dad not
Bace & wife Cumpson & wife
and Thomas & wife encourage
and advise the old man
to break up and distribute
his property or did they
object like you did.
Ans. I don't think that Mr Bace
encouraged him but I think
from what I too have heard
I think that Cumpson and
Thomas did.

Question. You have ~~not~~ bought the interest
of your three sisters and their
in your father's property
husbands, have you not made
a bargain with them to the
effect that you would pay
whatever Martha Purden might
recover in this suit.

Ans. No bargain or understanding the
subject now mentioned but all
this purchase and information
distribution was done since this
suit.

Further this defendant deposes
not

over

Ans. ^{the} Purden

2nd

first wife.

But, what provision was made for your father's wife in the year 1890 & 1891 in the way of a house or otherwise. He told me that he wanted me to reserve the little room and the kitchen for her and sent the place to Eddie in the year 1890 in preference to another party and became responsible for the rent to the other children so that his step mother could remain there the rent has all been paid. No provision made for 1891 for their house the other children were so much opposed to the old lady and the children remembering that I told Eddie that he had better get another house Eddie paid a penalty for the place in 1890. I did not deduct a cent off the rent on account of the old lady leaving there with Eddie.

3rd

you have said that

have any more as she was
wasting my thing I was opposed
to his breaking up and advised
him not to do so and if he
would break up I would do
the best I could to take care
of him

Q Did you not finally agree
to take such part of the estate
as you have mentioned and
to assist in taking care of him
I told him after he would
break up and after he told
me how he wanted it decided
I told him to go ahead and
sell himself and I never ob-
jected to taking the things that
have been mentioned as coming
into my hands

Q You have said that your
father told you that your
wife had already had enough
of his property Please tell what
she had had

A He used to say that that it took
more pleasure it site more to
support his family now than
it did when he had all of
his children around him of his

he was being treated On
the next Wednesday he
came down again and he
told me to come to his house
the next day and when I
got there there was 4 or 5
bushes already loaded to
be sent to Mr. Campers
and some gentlemen there
went around and valued them
and took a list we then let
them stay there until they
were sold

Q us

Please state why your father
parted with his land and
the Bonds knowing as he
must have known that the
wife could not make away with
either the land or the Bonds

Ans

He said he wanted to give
it to his children said he was
going to break up and he
wanted to give what he
had to his children and wanted
them to take care of him and
beside said that the old woman
had had more than her share
and did not want her to

realize the proceeds of which
amounted to about \$275⁰⁰
and I do not know how
much cash my father had
at the time of the separation
but it was very little. I
never suggested that he had
better convert it into a surer
proof of the value of my father's
estate as follows

Land including all Timber	1100 ⁰⁰
Barns &c	320 ⁰⁰
Chattel estate sold	275 ⁰⁰
~~Chattel " distributed~~	

Amount of Cash after paying
all the debts he owed I should
say without knowing possibly 20⁰⁰
\$1735⁰⁰

No money was paid for in
consideration for the Deed of
gift failed in the United ex
act we have got to take
care of him as set forth in
the deed he came down my
house one Sunday and he
said he was going to break
up he was so dissatisfied
on account of the way his
things were going and

time and I paid the red
man nothing for it so far
~~but if he ever used it or~~
~~calls on me for it I will~~
~~pay him~~ I paid that Bond
now to Cumber as ~~part~~ for
part payment for his wife's
share in my Father's estate
and Cumber's estate has been
released from the Deed of Trust
which secured this bond.

The Matthew Bond was as-
signed to me like the rest
and has been paid to me
by Matthew that Bond
was for \$5000.00, these two
Bonds I realized ~~295~~ \$3200.00
of which I gave Pa \$2500.00
~~well~~ now of the other child
men have received every part
of these bonds Noah Thomas
Hill got \$375.00 in cash from
this land and he is worth
about \$2000 or \$3000

Sam Hill got \$375.00 in cash
from this land he is worth
about \$1000.00 We had a sale
about the time of the paper

is able to do much work
 he is not able to confine
 to the house Since 1889 I
 Mr Jordan bought some Pile
 for about \$250⁰⁰ & \$200⁰⁰ Jim
 Knight bought about \$200⁰⁰
 worth of saw Mill timber and
 the balance of timber standing
 on the land worth about One
 Hundred Dollars I have
 bargained to buy the same
 from the children for which
 I have agreed to give them
 \$375⁰⁰ each or \$1500⁰⁰ for the
 whole. Thus were about cash
 The bonds referred to in my Father
 deposition The Jobe Adelson bond
 was assigned to me and I
 still have it by the following
 endorsement "Pay the within note
 to Henry Parden or his order
 Signed Joseph Parden"

I paid the old man no money
 for it and in settling with
 the other children I have
 allowed them nothing I con-
 sider the Bond worthless
 The bumper Bond was
 assigned to me at the same

to Church and I never knew
my Father to object to any
own. Nevertheless I do not
know of anything given or
conveyed to James S. Rolland of
the farm - I concur with
my Father in his statement
as to the things he left with
his wife when he broke up
except he omitted to mention
a bed he left there but this
bed was owned ^{by her} there when
they ^{down} traveled after James S. Rolland
moved away. He was there
about 1 1/2 of his time. after
he went to farm for himself
they lived on his crops while
he lived at Pitts and sold
live oil at Williams.

My Father is about 76 years
old and his physical condition
is bad he is Ruptured and very
feeble his mind seems to be more
changeable and can recall at
times does examine by
W. S. Rolland atty for Plaintiff
and says as follows
I do not think that my Father

to him for a share of the crop
The tenant above referred to
is my Father in Law

James L. Holland while living
on the farm would not do
any work and only would
my Father and myself ride
about I ~~cannot~~ state went
there very seldom I do not
think that he is worth as
board and clothes he was very
idle and hard to control
Eddie Cutchin I think was worth
his board and clothes he was
a right good boy I mean
in these statements taking
them on an average from
1876 to 1889 my Father did not
make enough on the farm to
pay expenses my Father dressed
his wife and children as well
as any in the neighborhood
my Father's wife was a very
sensible woman and did as
much as the other neighbors
she was feeble and getting
along in years and not able
to do a great deal. She used
to take the horse and go

time would be worth between
\$1200⁰⁰ & \$1500⁰⁰ I have heard my
Father's statement as to the credit
tion of the buildings on this place
and fully concur with him
From 1876 to 1889 I was living
when I now live about 6 miles
from the home place and I visited
my Father's place about 3 or 4
times a year. He cultivated about
10 or 12 acres of land a year
and from $\frac{1}{2}$ to 1 acre in
peanuts and from 4 to 10
acres in Corn each year. He
~~would on an average make~~
~~about~~ I do not know the
quantity of Corn or Peanuts
that he made annually but
I have heard my Father's state-
ment and think that it is true
I rented the place out for
1890 & 1891 and received One
Hundred Dollars a year and
think that that is all it is
worth and the man who
rented it last year refused
to give it for the farm this
year so I had to rent it

X Henry Pruden a witness of lawful age after being duly sworn deposes and saith as follows my name is Henry Pruden and I am the son of Joseph Pruden and one of the defendants in the suit I reside in the County of Hanson and about 2 1/2 miles from Chocomauck and I am a Farmer and 36 years old I have been the home place of my Father containing some two hundred acres of land, two acres of which have been sold and deed to John Scott & Henry Johnson ^{governors} and seventy acres of which have been contracted to be sold some year or two prior to 1889 to Bob Darden who has paid Fifty Dollars as part payment leaving a balance due of \$170⁰⁰ the sale being at the rate of \$11⁰⁰ per acre on 3 years time without interest

The Cypress timber on the farm my Father sold to Frank Whitney and he paid for same with the privilege of cutting same whenever he desired I think that the farm is worth or was worth in 1889 One Thousand Dollars Cash and on Two

Ques.

Who wrote the deed from you to children which is filed in these papers and when

Ans.

Ques.

Mr Young wrote it at the Clerk's Office.

Ques.

Was any of your children there.

Ans.

Yes Henry was there and Joe Campbell I think

Ques.

What did you do with the deed after it was written

Ans.

- left it with Mr N P Young in the Clerk's Office.

Ques.

Which one paid the \$10⁰⁰

~~believe Henry paid it.~~ None of them paid me any money that I remember

Ques.

Did you do not state that day that you were making that deed to keep your wife from getting any more of your property

Ans.

I don't recollect at the time what I stated

For some reason unknown Joseph Pender failed to appear Counsel mutually agreed to consider these depositions as signed

these Bonds

Ans

You Bothered me so I did not
know

Ques

Did Henry pay you anything for
these bonds

Ans

Q

No Sir I don't think he did
you have said as often as
3 time today that you paid
away these Bonds

Ans

I did pay them away and
still say so

Q

To whom did you pay them

Ans

To Henry

Q

You have distinctly stated that
you did not owe Henry ^{any thing} when you separated from
^{your wife} ~~him~~ that Henry did not pay
you any thing for the Bonds
what do you mean by still saying
that you paid them away

Ans

I paid them over to Henry and
did not get a cent for them and
~~I did not owe~~ Henry did not owe me a cent at
the time and I never have not
Henry has never given me a cent
for them since when I say I paid
the bonds over to Henry I mean
I gave them to him

Ans

Jobe Hollands was worth
 \$300⁰⁰ The Ample Bond \$250⁰⁰
 Mathews Bond \$50⁰⁰

Ques

Where is that 600⁰⁰ which Henry paid
 you

Some

Where is it Some

Spent long ago

Who spent it

I spent it

Ques

You have just sworn that since
 you left you left your wife in Oct
 1884 that you had not spent any
 money for anything except for a
 part of your clothing and now you
 say positively that since that time
 you have spent \$600⁰⁰ one of these
 statements is untrue and you are
 bound to know that it is untrue
 now tell me which is true and
 false

Ans

The last is not true you bothered
 bothered me so that I did not know
 what I said. The first one is right

Ques

You have said that you paid some
 Bonds to whom were they paid

Ans

My son Henry

Ques

How much did Henry pay you for

and Antenor maner

Ans I told you reckon then was 10⁰⁰
and you kept raising

Ques Since you left your wife about
how much money have you spent

Ans I have just spent enough to
buy me some clothes and some
of my clothes been given to me
by my children

I It has been 2 years and
4th. For the clothes which
you bought not including
those given to you by the
children have you spent as
much as \$25⁰⁰

Ans I dont reckon I have spent
more than \$25⁰⁰

Ques You spoke this morning
about paying away some
bonds to whom did you
pay these bonds and when

Ans I paid them to Steery and
when I broke up

Ques How much did Steery pay
you for all these bonds

Ans He paid me the value of
them

Ques What was the value of them

not got as much as \$15⁰⁰
now

Ques. No I would not like to
Ques What amount of money have you
got now

Ans I don't know

Ques Will you say positively that
you have not got as much as
\$200⁰⁰

Ans I will not say so
Ques Will you say you have not got
\$300⁰⁰

I will swear positively that I have
not got half as much third as much
or a fourth as much as that

Ques Have you as much as \$75⁰⁰
No Sir

Ques Have you as much as \$50⁰⁰
No Sir

Ques Have you as much as \$25⁰⁰
No Sir

Ques Have you as much as 15⁰⁰
No Sir

Ques Have you as much as 10⁰⁰

There may be 10⁰⁰ and may not

Ques Could you not told this long
ago when all of these polite and
respectful questions were put
to you in a polite and respectful

with me down to my son
Henry Pender

Question Did you not count the money
when you carried it down
to Henry

Ans No Sir

Question How long ~~before~~ ^{after} the money
was carried to Henry before
it was counted

Ans It was never counted I only
went and counted out what
I wanted as I needed it
and now it is pretty well all
gone

Question How much money have you got
to day see all

Ans Ans I may have \$10⁰⁰ don't know with
I have that much

Question Then I understand that you
had money enough when you
broke up to ^{pay} the Cutchin
children and to buy a few clothes
and have probably \$10⁰⁰ left now
Will you swear Mr Pender
that you have not got \$100⁰⁰ now

Ans Would not swear that I have
not

Will you swear that you have

upon the same subject but
it did not do any good

Question

You have said that you
owed \$66⁰⁰ & some cents to
2 of the Cutchin children
and to the other one not quite
as much now who else did
you owe and how much

Ans

I don't know that I owed
any one else anything

Ques

In the fall of 1889, tell any
debt or debts except the Cutchin
debts

Ans

There was no others

Ques

How much money did you
have when you all separated

Ans

It was nearly all gone I
did not want it and don't
know exactly how much
I had

Ques

What was your money in
I my Chest in my house
I came to that towards
the last because it would
not do to leave there about
the house

Ques

Where was the Chest and the
money carried away
When I went away I took

Question Did not a great many Colored people live in your neighborhood

Ans A good many on one side nearly all and on the other side very few ~~and towards~~ the taking by and large there was more colored people than white and towards the east of my residence then the colored people increased rapidly in the neighborhood

Ques How do you know that these colored people did not come and take some of these things

Ans Because my wife was there in the day time and at night every thing locked up

Question Where you missed those things and suspected the parties you named what did you say

Ans I told her to stop and told Ed not to carry them away I did not blame Ed I and my wife used to quarrel about her sneaking them away I told Eddie he must stop carrying these things away and he denied carrying them away I spoke

you know that it is the
truth

Ans

I believe it to be truth
There was no one who lived on
the premises but my wife Edie
Cutchin & myself I missed the
articles as I have mentioned
I believe them to have been sent
away by my wife by Cassie Cut-
tin to her son J. L. Steward
I did not see any of these ar-
ticles carried off I have no per-
sonal knowledge of them having
been carried off and I do not
know who carried them nor
where they were carried and
I have already stated the
grounds of my suspicion

Ques

You said you would hire
labor about 15 days in a
year how do you know that
these laborers did not take
away some of them

Ans

Because when they were there
I was with them and I did
not miss the articles any more
when they were there than
when they were not

Ques How much did you keep
after one went away
Ans 9 Bbls and one year it
gave out 9 month sooner
than usual

Question Who carried the flour away
Ans It went like the other things
I don't know who carried
it away

Question If you don't know who
took it away how do you
know it went the same way
Ans, I missed it and believe it
went the same way

Question What else was carried away
Ans I do not recall any thing else
at the time

Ques If Eddie Cutchin carried these
things away tell me any fact
you know of your own knowledge
showing or tending to show that
your wife Martha J. Pender had any
~~own~~ connection therewith

Ans He sent them away by him
Question You have sworn that your wife
had those things sent away by
Eddie Cutchin have you sworn to
the truth and if so how do

Ques Now would you mind a little
come off of that pile when you
were feeding it every day to your
hens and dogs

Ans Because any ones going regular
way day to a pile can tell when
any of it is gone

Ques What else besides this Corn did
Eddie carry away

Ans Since Todder was missing but
I never did know who carried it

Ques What else besides Todder Corn
and Contents of Baskets

Ans Well it took much more
meat than it had been taking
and it certainly went some
where

Ques Who carried the meat away

Ans I dont know did not see
them

Ques Name any thing else

Ans From that went away it took
just as much after one of
the Chickens went away as it
did at first I had to buy just
the same

Ques How much did you buy before
one chick went away

2 Barrels

your pocket in the day time
and under your pillow at
night

Ans. Because when I put the key
in my pocket that when I
went away the horse would not
get a thing to eat while I was
gone before I would leave I would
put his corn and fodder out for
him and they would get so mad
because I carried the key away
they would not feed the horse

Question How do you know that is what
they got mad about

Ans. Because I tried them so two
or three times and it was the
same thing and as soon as I stop-
ped it the horse would feed

Question Who used come out that kept

Ans. No one except myself I generally
fed up myself if I was there
and if I wasn't there they fed up

Question How could you miss corn
off a pile

Ans. You could miss a little at
a time but it was harder to
miss than if they had taken
a good deal my corn was
all in one house and in
one pile

Ans I thought that Eddie Fitchies did
it I did not see him

Ques I am not asking you what
you think, when you were
sworn this morning you swore
that you would tell nothing but
the truth now tell me did
Eddie Fitchies ever carried one
single piece of your property
away

Ans He carried away some corn I
am pretty certain of it I could
not swear to it because I did
not see him

Ques How much corn did he carry
away

Ans I could not tell you how
much went away at a time
but it was going away pretty
regularly

Ques Where was the corn kept

Ans In the crib

Ques Who kept the crib keys

Ans They stayed in the door in
the day time and in the
house at night

Ques If you suspected that Eddie
Fitchies was taking your
corn why did you not keep it

any time when it was not on
your land.

Ans Did not see it before it got on
any land not that I know of.

Ques How do you know then that
it ever went off of your Land

Ans Because he hid it out and
did not want you see it.

Question Will you swear that he caused
the Basket off of your Land

Ans! I would not like to swear positively
to it but I think he caused some-
thing off like it

Ques When was that

Ans I dont recollect the exact day but
it might have some 12 months
before I broke up and some time
in warm weather I think

Ques When did Eddie Butcher go that
night

Ans I dont know where he went
but he stayed away all night I
dont know what he caused

Ques Did some thing else that was
carried away

Ans I used to miss some some
times

Ques Who caused the come away

it and when he came in he did not bring it with him

Question Did you see Eddie when he carried that basket away

Ans
Ques

No Sir

Now as you know that Eddie carried the Basket away

I am certain he carried, and because no one else was there to carry it my wife was there but she did not go away

Ques

Do you know that the Basket was carried off of your place by any one and if so how do you know it

Ans

Yes Sir it was certainly carried away or it could not have been brought back

Ques

Did you see any body bring that Basket

Ans

I saw Eddie but him bringing it

Ques

Was he on your land when you saw him

Yes Sir but he did not know that I saw him he saw me

Question

If he was on your land when you saw the Basket and if the Basket was on your land did you see the Basket at

by whom such article was ca-
ried away, when it was carried
and when it was done.

Answer. I missed some fodder and meat
and my wife sent away by Eddie
Leitchin when I was from home they
would not do it when I there.

Ques. How do you know that Eddie Leitchin
carried away any of it

Ans. Because there was no one else
there to carry it away he went away
one night and came back next morn-
ing. he carried away something in
a basket and when he saw me he
hid the basket and came on in the
house without it. His the basket is
the garden I saw it before he hid
it.

Ques. What did he carry away in that
basket.

Ans. I don't know what it was.

Question. How do you know that he carried
anything away in the basket.

Ans. Because he did not want me to
see him with the basket and as soon
as he saw me he hid the basket
out ~~at~~ ^{side} the garden. I mean he set
it down out there so I could not

and tell me if your own record
with your personal property really
increased or diminished

Ans.

I think it diminished

Ques

I will now ask the Notary to
read all the questions and answers
relating to your personal property from
1876 to 1889 and from 1890 to 1899
and ask you to make any correction
therein ^{you} please and at the same time
give you notice that we expect to
impeach your evidence by the records
and by oral testimony

The questions being read to the
witness he states that he has an-
swered same to the best of his recol-
lection and belief and further states
that ~~he~~ knows that his taxes got
higher each year

Question

In your answer and in your
evidence today you have brought
the very grave charge against
your wife and James L. Howard
of making way with your prop-
erty and converting it to their own
use against your will and
against your express wishes. I now
state any one or more articles
thus made way with and leg

Ques In the year 1889 did you
not swear that all your personal
property was worth \$594⁰⁰

Ans I dont recollect what it was
that year

Ques Did you not list a great deal
more property in 1889 than you
did 9 years before that date

Ans I dont recollect

Ques If you did list \$395 in 1880 and
\$594 in 1889 making an increase
in the value of your personal es-
tate in these 9 years of \$199 or about
50% and if you did swear to these
list were they not true & correct

Ans I reckon I did I cant say pos-
itively. I might have listed the same
objects differently in different years
I cant remember

Ques. You have stated that you spent
^{annually} on an average to the best of your
judgment knowledge and belief \$129⁰⁰
more than your income which in
9 years would have \$1161⁰⁰ and now
you cant tell whether the ~~assess~~ listed
value of your personal property
increased or diminished Please reflect
a moment and make such cor-
rections as you think ought to

in your personal estate —
and by personal estate I mean
all the property you owned of
every kind except land and real
estate

~~Ques.~~ Money got less Cattle got less Hogs
got less and it was going back so
I did not know what to do

Ques. If I change the date in the
next preceding question to 1880 and
Sept 1889 would the same answer
be true and correct

A. I feel back heap faster towards
the last because I was failing in
health and land getting poorer and
things going away faster

~~Ques.~~ During these 13 years did not the
List Taker or Commissioners of Revenue
come to you and ^{once a year} get your list
of personal property and when
the lists had been made and
did you not swear that they
were true and correct

Ans. He came every year and I think
I did swear to the list as made out

Ques. In the year 1880 did you not
swear that all of your personal
property was worth \$395⁰⁰

Ans. I don't recollect now

Ques.

except from sale of timber
Some interest money and from
what I made on the farm and that
is all

Ans.

How much interest would you
collect a year on the average

Ans.

About 15^{00} on an average

Ques.

You have stated that you made
about 15 Bushel of Beans on a
average worth by your estimate not
exceeding $\$13^{00}$ and that you made
on an average 18 Bbl. of Corn ~~value~~
~~of which you did not state value~~
of which would be about 45^{00} and
that you sold 18 lbs of Meat upon
an average for year ^{value of which is 3^{00}} and further
on you say it took 200^{00} a year
to support your family, can you
in any way reconcile these statements

Ans.

How much money did you spend out of the
money you had laid by a year

~~would have to sell~~ The balance I
took from money I had by me
I think upon an average it was
about $\$129^{00}$ it is all guess I don't
know actual amount Oct.

Ques.

From the year 1876 to 1889 what
changes in point of valuation
and otherwise were made

Ques Did you get any of the Timber money in 1889 or 1888

Ans. Yes I got a little I think I might have gotten some 20⁰⁰ or 30⁰⁰ in 1889

I don't recollect to save my life now wether I got any in 1888 or not they were cutting some nearly Every year

Ques You have said that you had to sell timber to support your family, ^{every year} please think a minute and tell me what you mean by that

Ans. I could not support them without the sale of the timber

Ques You have said that you had money amounting to \$600⁰⁰ lent out on interest why could you not have collected some of that and support your family

Ans Because I could not get it when I wanted it that is the reason I had to sell timber I could have foreclosed the Deed of Trust but part of it I did not want to do

Ques Where else did you get money from to support your family

Ques by you to the defferent answer
Ans No it did not and that is as
near right as I can get it

4 Ques You have said that you had to
sell timber to support your family
State what family you mean

Ans Myself, Last wife Cetchum and
Wolland

5 Ques To whom did you sell timber
how much and when

Ans I sold to Geo Cox and Frank Whit
ney they paid \$1⁵⁰ per Thousand
for the Logs measured in the woods
- got ~~about~~ for \$100⁰⁰ all told for
the timber I only sold ~~to~~ to those
two I sold a little every year and
that is why I can not tell exactly
the total amount sold they used the
timber for saw Mill purposes and
rafted down to Buckstock mill

6 Ques all you swear that you got as
much as \$100⁰⁰ from all the timber
you sold to Cox & Whitney! Notice given
to the witness that evidence may
be introduced to impeach his account

Ans Yes Sir it would amount to
more I think it would amount
150⁰⁰ that would be my highest
guess

9
Cost me and if I had not broke
up I would not had a cent

A Boy of 4 or 5 years of age as he
worked ever worth nothing on a
farm

A Boy 9 years old worth about
his board on an average and
I think Eddie Cichin worth about
his board and clothe from the time
he came there to live until he
died

Excess Examined by W. S. Willard
Counsel for Plaintiff

1st Ques. From 1876 to 1889 what change in
quantity and value was made in your
real estate

Ans It remained the same except two acres
sold to a negro ~~It would sold for more~~
~~when I was married than~~ It was worth
more the day when I was married than
it was when we separated I cut timber
off of it

2 Ques. Did you not say that you put down
your place at 600\$ until Porter came
around and he raised it to 800\$ and I
told him it ought to stay at 600\$

Ans I did

3 Ques Then it did not change in value
according to your opinion as stated

was raised on the place
When I broke up ~~reserved one~~
~~room and the privilege of cooking~~
~~in the room kitchen for the year~~
^{all my children} requested, that one room and the
privilege of cooking in the kitchen be
reserved to her for the balance of that
year and all the next year. nothing
said about any reservation any longer
At that time Jabe Holland owed
me \$300⁰⁰ Mr Mathews owed me
\$50⁰⁰ Joe Cumper owed me
\$250⁰⁰ The Holland note was
secured by Deed of Trust on personal
property and has not been collected
so far as I know and he worth nothing
Mathews debt was not secured
and that I reckon is good

The Cumper debt secured by Deed
of Trust on Land and that was
good and I paid that note away
too and at that time I ~~do not~~
was indebted to Cutchin children
since paid them three ~~ever~~ ³
children I owed each 66⁰⁰ a piece
+ cost about 200⁰⁰ per year to
support a family of four as supported
never receiving nothing ~~so~~ that is what

My wife did no work out doors except
pick off Peanuts and she worked
a little in the garden at first
and towards the last I did all
she did the washing some times
and some times hired it, done
She dressed as well as any other
woman in the neighborhood she dressed
better than my own wife and
did not work as much and
she and the boys dressed as well
as the neighbors and well as they
circumstances would afford
I dressed her children just as
well as mine and as near as
like as I could When I broke
up I left her 1 Bushel of Flour
3 Sacks of Meal, 25 or 30 lbs
of Bacon, and about 15 or 20 lbs
of Lard, $\frac{1}{2}$ Sack Salt Don't remember
the quantity of Fish but they were
good and we eat them as I wanted
them until I broke up and all
the soap, all the onions, $\frac{1}{5}$ of
the Potatoes Patch of Peanuts 5
lbs of Corn 3 Hogs $\frac{1}{2}$ Tub
Lard Churn 2 Tubs 2 Chickens
All the pickings of the fields
7 or 8 $\frac{1}{2}$ Gall Cans of fruit the Peas

of Wood each ~~winter~~ year for
me the money value of the labor of
Jim Holland for year was about
worth about his board; he idle and
very disobedient. ~~The money value~~
Jim Holland had Peasants patches
each year while he stayed there growing
about one or more I would furnish the
land and team and boards all free
or charge and he Jim Holland only
did the labor I gave him the seed
Peasants first year after that he
sowed his own

Eddie Lenthin came there when
about 6 years old and remained
with me about 13 years until I broke
up Upon an average his labor was not
worth more to me than his board and
clothes during his whole time he was with me
He did not do more than a deep
work for me during the year

allowed Eddie to have Peasants
patches of about 9 acres the last
year he remained with me and he
had one every year and the last year
he planted a Bbl of Irish Potatoes
I gave him then just to see how
him as he was a boy

~~We had~~ My wife went to Church when she pleased and would take Ed or Jim Holland with her towards the east I got tired and told her she had better stay home. the reason I objected to her going to Church was because she would so much and left nobody at home but myself and I was very homesome old and infirm. I could plow ~~it over~~ the patch of Peanuts in a quarter of a day and the amount of time ~~in~~ consumed in the cultivation of this crop from beginning to the east would be about 3 or 4 days I and Ed Cutchin or Jim Holland did all the work. The amount of time consumed in cultivating the Crop of Corn from the time of Planting to the time of harvesting was about 10 or 12 days. I and myself Eddie and Jim Holland did the work. I don't think that all the labor I hired during the year would be about 15 or 16 days I paid the men 50¢ and women 37½¢ per day. I employed mostly women I cut all the wood and Eddie and Jim Holland hauled it I took about 20 Cords

to assessment was formerly \$600⁰⁰
the last assessment was put at
\$800⁰⁰ I offered the farm for sale
for \$1000⁰⁰ to Frank Whitney. All
the open land except the 18
acres was so poor and not
worth cultivating so I turned it
out I cultivated about 9 acres
in Corn and about $\frac{1}{2}$ acre
in Peanuts each year the balance
remained uncultivated for that
year I would raise about 15
Bushels of Peanuts on the $\frac{1}{2}$ acre
for year and I would raise
about 15 Bunches of Corn on
the part and about 2000 lbs
of Godder and I would raise
14 or 15 Hogs a year I only kept
one horse and did not have much
work for him to do. The first year
I had some little corn to sell
and some years I would have
to buy 10 Bbls I would have
on an average I would have about
18 lbs of pork to sell I never sold
any hams green I would sell
on an average 15 Bushels of
Peanuts a year and generally
get about 3 or 4⁰⁰ a pound for

for the Peanuts (22 lbs of Peanuts
to the Bushel so at $3^{\frac{1}{2}} = 66$ cts for
Bushels and $4^{\frac{1}{2}} = 88$ cts for Bushels)
This is a Dwelling, a Parlor, a
Att, a Kitchen and a Smoke Room
on this place. The Dwelling is ^{a single story house}
 $32\text{ ft} \times 18\text{ ft}$ 4 Rooms 2 below
& 2 above and a basement
the basement was only used for
keeping Potatoes. The Dwelling
was built about 50 years ago.
None of the Chambers was ceiled
and all the partitions were ceiled.
From 1876 to 1889 my family
consisted of myself and my wife
Mary and Jim Holland and
Eddie Cutchin. Mary died about
5 or 6 years after she came to live ^{my daughter}
with me and after she died,
Jimmie Hall came to live with
me and remained there 12 months
or more. Eddie Cutchin was 6 or
7 years old in 1876 and Jim
Holland was 15 or 16. He remained
with me four years and Eddie Cutchin
remained with me until I broke
up. I broke up because I was
not able to do much work.

and things kept going away
so fast that it took more
to support my family than
ever before. Meat Corn Sugar
& Coffee were the things that
kept going away. My wife sent
these things away and I think
she sent them to her son
~~Jim Sullivan~~ and I objected to
my wife sending these things
away and I told my wife
that she must stop sending
these things away and that
unless she did stop I would
leave myself and she told me
to go. The whole time of my
married life I got poorer all the
time and that is the reason I
had to leave. I had to sell
my Lumber to support my family.
I think on an average I was
going behind each year to
an amount of about Fifty or Sixty
Dollars. My wife and myself
quarrelled because she kept
sending these things away and
the state of things continued
about from about 2 years after
our marriage until the separation.

Deputy

Joseph Padden a witness of lawfull
age being duly sworn deposes and
saith as follows

I was 45 years old on the 20th
day of June 1892 and I live in
the County of De Witt and
at present with my son in law
Wm. Gale about 2 miles from
the town of Smithfield.

I am ruptured in both sides and
not able to do much I became
ruptured about 16 years. I was mar-
ried on the 12 day of Dec 1876. a
horse ran away with me about two
or three years after my marriage
and I was hurt very badly from
the effects of the accident

No Doctor attended me I was
confined to the house for some time
so I could do no work

I was living on my farm 1876
and lived there until October 1889
there was 200 acres of land in
my farm and 2 acres of which
have been sold. There was 18
or 19 acres of open land which I
cultivated from 1876 to 1889.

The value of the farm according

The Depositions of Joseph Pudeen
and others taken before me ~~1000~~
L. Dock a Notary Public in
and for the County of Isle of Wight
at the office of R. B. Thomas
in the town of Smithfield on
the 31st day of March 1892
between the hours of 9 A.M. and
6 P.M. to be read as evidence
on behalf of Joseph Pudeen it also
is a certain suit in Chancery de-
fending in the Circuit Court for
the County of Isle of Wight wherein
Pudeen for joined as Plaintiff and
the said Pudeen it also are Defen-
dant

Present W. S. Hoot and Atty for Plaintiff
R. S. Thomas " " Defendant

Plaintiff by his Counsel waived
service of notice in open court

Deedee fur f.d.

vs, $\frac{1}{2}$ Bill of costs

Deedee et als.

To May 1891, Deedee

Prudens fur fd.

vs.

$\frac{1}{2}$ Bill of costs. Inclup. suit.

Prudens Jos. et als.

Atto. fee, including allowance by Court, & tax 116. 50

Clerk Circuit Court fees 9. 00

Clerk County Court for expts. fees 1. 75

Sheriff fees 7. 00

Jno. M. Taylor J. P. for depositions 7. 50

Wm. L. Polk N. P. " " 10. 00

Costs to and including date of May/92 = \$ 151. 75

Teste, A. O. Young clk.

Pruden purfd.
or. $\frac{3}{3}$ Bill of costs.
Pruden et al.

Lifa. p. 8^a July
1892,

Poudew pers. fr.

vs.

$\frac{3}{3}$ Bill of costs to May 19th,

Poudew et als, 1892,

Atto. fee, including \$100.00 all^d by court, 115.00

Tax on debt 1.50

Clerk circuit court, fees, 9.28

Do. County court " 4.50

Sheriff fees 4.50

J. W. Taylor J. P. for filffo: deposition 7.50

Total . . . \$ 142.38

Teste,

A. P. Young clk,

75-

Pruden, }
ads. }
Pruden. }

.....

DE C R E E .

To be entered.

cost
Oct 24, 1891

Entered # 11

Pruden,

ads.

Pruden.

On motion of the defendants by counsel leave is given
them to file their answers which is done.

Preceder for file

vs. { Incky,

Preceder et al.

Vacation decree
of April 2^d 1892

Enclaved,

Pruden per friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, assigning, selling or in any way disposing of ^{the in said affidavit mentioned} ~~said~~ bonds, or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, ~~from~~ making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be affected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200— payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

C. M. Hill

April 2^d. 1892

To N.P. [unclear] Clerk of Cir. Ct. of I. & W. Co

their agents and attorneys from collecting, assigning, selling or in any way disposing of said bonds or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be affected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned and that an order be made for temporary support and in order to enable the plaintiff to carry on her suit as provided by law and that such decree or order be made so as to preserve the estate of Joe Pruden to meet any further decree or order in this cause and they will ever pray &c.

^{her}
Martha F. Pruden
^{trust}
James L. Holland.
^{man}

Subscribed and sworn to before me, John M. Taylor, a justice of the peace for the County of Isle of Wight this 2nd day of April 1892.

John M. Taylor. J.P.

Dec 502.

I Martha F. Pruden and I James L. Holland the plaintiff and next friend of the plaintiff in the suit in equity now pending in the Circuit Court of Isle of Wight County, wherein Joseph Pruden and others are defendants, do solemnly swear that since the institution of this suit and since the conveyance filed with the bill they have been reliably informed and they believe that said Joseph Pruden owned and still really owns three notes or bonds made by Joe Crumpler, Jobe Holland and James Matthias and due by them to said Joseph Pruden amounting to six hundred and forty dollars with some accrued interest, that said bonds have been given to Henry Pruden a son of said Joseph Pruden by a former marriage which Henry Pruden is a defendant in said suit, and that they believe that said Henry Pruden has disposed, is about to dispose of said bonds with intent to hinder, delay and defraud the complainant in said suit, and that said defendants to said suit since its institution have sold the greater portion of the timber on the tract of land in the bill and proceedings mentioned, and these affiants are informed and believe that said grantees in said deed filed are about to convey said land and that if said land is disposed of and said bonds disposed of the main object of said suit will probably be ~~defeated~~ defeated; and these defiants say positively that said Martha F. Pruden is now destitute of everything with which to live and is dependant upon her son and friends for a support, that her only son the said James L. Holland is a poor man himself and has no money, that the said suit could not be prosecuted any further without the assistance of others, that she the plaintiff has no money to pay officers or witnesses in taking depositions, and these affiants pray that this paper be treated as a petition and an injunction may be awarded them restraining all the parties to said suit,

Pruden per juv
vs.

Pruden et al

Decree to be entered
Cust
May, 11, 1892

We consent to this
decree

~~T. S. Hume~~
att'y in fact.
W. S. Hallowell
att'y Plaintiff

Entered

Pruden per friend

TS,

Pruden et. al.

This Cause come on
this day to be again heard on the
papers formerly read, on the depositions
of witnesses filed and by consent of parties
entered of record in open court this
Cause is made a vacation Cause
and all parties consent that any decree
may be rendered in vacation as could
be done in ~~vacation~~ term

Pruden per fund
TS,

Pruden et. al.

In Vacations

The clerk of this Court
will enter this decree

CWJ

May 19, 1892

Entered,
clk,

this court, and the said bank is authorized and directed to pay to the said plaintiff or her order in writing by check or draft each ^{out of the money deposited as aforesaid} and every calendar month the sum of five dollars and no more, till the further order of this court.

~~And it appearing to the court that the husband and defendant, Joseph Pruden, abandoned his wife prior to the first day of January 1890,~~ ^{herein} it is ordered that the said defendants do pay to said Martha F. Pruden or her attorney the sum of \$ 110 — as and for her support ^{from the 1st March to the 1st July 1892} ~~for the years 1890 and 1891.~~

And the court doth further adjudge, order and decree that the defendants pay the costs of this suit including a fee of \$ 100 — to W.S. Holland and that unless same is paid in thirty days then the clerk of this court shall issue execution in favor of plaintiff and against the defendants for the costs aforesaid.

C. M. Hill
May 19th 1892

Pruden per. friend,

vs.

Pruden et. als.

This cause came on this day to be again heard on the papers formerly read and on the depositions of witnesses, and was argued by counsel, on consideration whereof the court doth adjudge, order and decree that the plaintiff Martha F. Pruden be divorced a mensa et toro from her husband, the said Joseph Pruden; and the court doth further adjudge, order and decree that the defendants *Virginia Hale Elizabeth Thomas and Noah Thomas & family* Henry Pruden, Joseph Crumpler and W.H. Gale do pay unto the said plaintiff the sum of sixty dollars annually in monthly installments of five dollars each, that sum being in the opinion of the Court a sufficient maintenance when the circumstances of the husband are ~~fully considered and in order to secure the said payments to the~~ *fully considered and in order to secure the said payments to the* said plaintiff the said defendants are required to deposite the sum of one thousand dollars in the Bank of Smithfield to the credit of this cause to meet the checks or ~~drafts~~ *drafts* of the said plaintiff every calender month beginning January 1st 1892 and to end upon the further order of this court to that effect, but if the said defendants shall so elect they may forthwith execute a good and sufficient deed of trust with general warrenty, conveying to R.S. Thomas and W.S. Holland, trustees, with clear title, the tract of land whereon said plaintiff and her husband resided prior to their saporation in 1889, in trust to secure and indemnify the said plaintiff the payment of all money ordered to be paid by this decree and all future decrees herein and providing therein for the sale of said land for cash whenever default is made and if said deed shall have been duly executed and recorded within thirty days from the entry of this decree then in that event the said defendants shall deposite in said bank the sum of \$60 forthwith and a like sum the first day of each succeeding year till the further order of

Pruden Per Friend

vs

Pruden et als.

Decree.

To be entered.

April 25th 1898.

Robert Pruden

Entered
#7

Pruden Per Friend

vs.

Pruden et als.

This cause came on this day to be again heard on the papers formerly read, and was argued by counsel:-

On consideration whereof, it appearing to the court that the matters and questions arising in this suit have been settled out of court, except the payment of some costs, *on motion of the complainant* the court doth adjudge, order and decree that this cause be stricken from the docket.

Oreder per f.d.

vs. $\frac{3}{4}$ Delap.

Oreder et als.

Ex. St. A. filed
with the Bill.

MARRIAGE LICENSE



Virginia, Isle of Wight county to wit:

To any Person Licensed to Celebrate Marriages:

You are hereby authorized to join together in the Holy State of Matrimony, according to the rites and ceremonies of your Church, or religious denomination, and the laws of the Commonwealth of Virginia,

Joseph Pruden
and Martha J. Cutchin

Given under my hand, as Clerk of the County Court
of Isle of Wight this 12th day of December 1876

A. P. Young Clerk.

CERTIFICATE TO OBTAIN A MARRIAGE LICENSE.

To be annexed to the License, required by Acts passed 15th March, 1861, and February 27th, 1866.

Time of Marriage, Dec 12 th 1876	Place of Husband's Birth, Isle of Wight
Place of Marriage, Isle of Wight	Place of Wife's Birth, "
Full Names of Parties Married, Joseph Pruden My Martha J. Cutchin	Place of Husband's Residence, "
Color, white	Place of Wife's Residence, "
Age of Husband, 59 years	Names of Husband's Parents, Henry & Kitty
Age of Wife, 40 "	Names of Wife's Parents, Willis & Rachel
Condition of Husband, (widowed or single) widower	Occupation of Husband, Farmer
Condition of Wife, (widowed or single) widow	

Given under my hand this 12th day of Dec 1876
A. P. Young Clerk.

MINISTER'S RETURN OF MARRIAGE.

I Certify, That on the 12th day of December 1876,
at the Isle of Wight County, I united in Marriage the
above-named and described parties, under authority of the annexed License.

J. P. Jordan

The Minister celebrating a marriage, is required, within TEN days thereafter, to return the license to the Office of the Clerk who issued the same, with an endorsement thereon of the FACT of such marriage, and of the TIME and PLACE of celebrating the same.

a copy. Test, A. P. Young clk.

whose name is signed to the writing
hunts or refused, bearing date 20th day of
Sept 1889. have acknowledged the same before
me in my county aforesaid.

Given under my hand this 30th day of Sep. 1889.

James S. Davis J. P.

In the clerk's office of the county court of Ill
of Wright county the 1st day of October 1889
this deed was received and with the certificate
hereon admitted to record

Teste. A. P. Young clk.

Copy. Teste.

A. P. Young clk.

Free deed Martha J. J. J.

vs. J. J. J. J.

Free deed et als:

Copy to deed.

Exh. B. filed with
the will.

State of Virginia
County of Isle of Wight Sheweth

I W. F. Young, a notary public for the county aforesaid in the state of Virginia, do certify that Joseph Parden W. J. Cumpler and Henry Parden whose names are signed to the writing hereto annexed, bearing date on the 26th day of September 1889, have acknowledged the same before me in my county aforesaid.

Given under my hand this 26th day of Sep. 1889.

W. F. Young
Notary Public

State of Virginia,
Isle of Wight Co. Sheweth

I James S. Davis a justice of the peace for the county aforesaid in the state of Virginia, do certify that Elizabeth Thomas, Noah Thomas, Virginia Gale and Mr. H. Gale whose names are signed to the writing hereto annexed, bearing date 26th day of Sept. 1889, have acknowledged the same before me in my county aforesaid Given under my hand the 27 day of Sep. 1889.

James S. Davis J.P.

State of Virginia,
Isle of Wight Co. Sheweth

I James S. Davis a justice of the peace for the county aforesaid in the state of Virginia do certify that Nancy Cumpler

bay mare, all his farming implements of every description; twelve head of hogs little and big; all his fowls of all kinds, all the crops of corn, fodder, peanuts, and potatoes grown on said land this year, whether sowed or not.

And the said parties of the second part covenant, promise and agree that in further consideration of the grant and conveyance made to them by the said party of the first part, as well as for the love and affection which they have and bear for and towards their said father, that they will, during the life time of their father, the said party of the first part, constantly provide for him necessary and comfortable board, lodging, clothing and medical attendance and service in case of his sickness, so that in his old age and infirmity he shall, in all respect be properly attended to and cared for.

Witness the following signature & seals.

Joseph Perden (seal)
Wm J. Cumber (seal)
mark

Nancy ^{her} Cumber (seal)
mark

Henry ^{his} Perden (seal)
mark

Mrs Elizabeth Thomas (seal)

Noah Thomas (seal)

Wm H. Gale (seal)

Virginia ^{her} Gale (seal)
mark.

This Deed made this 2th day of September
1889. between Joseph Parden of the county of
Isle of Wight in the state of Virginia party of
the first part, and Nancy Cummpler the wife of
William J. Cummpler, Fanny Huden, Elizabeth
Thomas wife of Noah Thomas and Virginia
Gale the wife of William H. Gale parties of the
second part. The said Nancy Cummpler, Fanny
Parden, Elizabeth Thomas and Virginia
Gale being children of the said Joseph Parden.
Witnesseth, that the party of the first part, in
consideration of the sum of ten dollars, and
in the further consideration of the covenants,
promises and agreements hereinafter written
doth grant with general warranty unto
the said parties of the second part, the
following property to wit: The tract of land
whereon the grantor resides in the county
of Isle of Wight adjacent to the land of
Jno Shephard, Jno Martin (being separated
from Martin by the Everett Bridge road)
by the land of Mrs. James Pinner, Rose
Warden et al. Aaron Eley et al. Geo. Bell and
others containing one hundred and ninety
six acres, be the same more or less, it
being all said grantor's land now standing
charged to him on the tax book of the
county of Isle of Wight except four acres
bargained to be sold by the grantor to
other parties to wit: To Jno Scott one acre,
To Bob Warden two acres, and Fanny Johnson
one acre. Also the following chattel property:
all the grantor's household and kitchen furniture
of every description, two carts and wheels, one

wore a R wore hats
wore horse and
1000 gold speck

John W. Pleasant
James H. Miller

80
100

Exhibit A
Filed by defendant
showing things
left his wife by
Joseph Anderson
when they
broke up

10 00
 7 50
 65
 2 25
 1 00
 2 50
 1 75
 1 00
 2 00
 25
 1 00
 1 00
 4 00
 25
 50
 1 00
 6 00
 1 00
 1 00
 6 25

Apr 4 1890
 Corn 5 bush 1000
 hog 3 corn 750
 Coken 5 per hat 65 old 757
 flow 100 pond 225
 mell 100 pond 100
 lard 25 pond 250
 corns ^{low} 200 of in money
 7 corn of fruit 175
 1 wine raft & third of
 the wear 100
 she let the corn wear to eat
 hear left 200
 1 left pot an 1 left mill 25
 1 shuy & bar 2 sub 100
 all the garden verges 100
 1 rack of rolt 100 pond 60
 set potto 4 poles 400
 1 tobe 25
 all the corn
 1 open well 50
 corn fix
 rope 50 pond 100
 the roof of pick of the field
 Chick 28 of old hen an young 600
 penut pack was left to hear 1800
 1 wine back
 lot of quilt 3 chair 1 table 100
 1 bed left to hear 1600
 1 won bed it was at home
 1 clock

Virginia Gale.

*In the Circuit Court of Isle
of Wight County.*

Pruden per friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, assigning, selling or in any way disposing of the bonds in said affidavit mentioned or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir: Court of Isle of Wight County.

Copy. Teste,

N.P. Young clk.

*C. W. Hill
Apr 2. 1892*

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April, 1892.

N.P. Young clk.

W. H. Cole

*In the Circuit Court of
Isle of Wight County,*

Pruden per friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, assigning, selling or in any way disposing of the bonds in said affidavit mentioned or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir. Court of Isle of Wight County.

Copy. Teste,

N. P. Young clk.

C. W. Hill

apl. 2^d 1892

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April 1892.

N. P. Young clk.

Jos. Prudden

Expected by de-
ceiving a copy of
the condition to Henry
Prudden, April 1872

Not expected in
other parties by
order of W. S. Hollen-
day. R. A. Edwards
Stiff.

In Isle of Wight County Circuit Court.

Pruden per friend.

vs.

Pruden et. als.

On motion of the plaintiff at appearing to the Court from a bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys, from collecting, assigning, selling or in any way disposing of the bonds in said affidavit mentioned, or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir. Court of Isle of Wight County.

Copy Teste,

N. P. Young clk.

U. W. Hill

Apr. 2^d 1892.

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April 1892.

N. P. Young clk.

Nancy Crampton

*In the Circuit Court of
Isle of Wight County.*

Pruden per. friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys, from collecting, assigning, selling or in any way disposing of the bonds in said affidavit mentioned, or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir. Court of Isle of Wight County.

Copy. Teste,

A. O. Young Clerk.

*C. W. Hill
Apr. 2^d 1892.*

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April 1892.

A. O. Young Clerk.

W. J. Connelley

*In Circuit Court of Isle of Wight
County.*

Pruden per. friend,
vs.
Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, assigning, selling or in any way disposing of the bonds in ~~the~~ said affidavit mentioned, or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of ~~any defendant~~ to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir. Court of Isle of Wight County.

Teste,

N.P. Young ckl

C. W. Hill

apl. 7th 1892

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April 1892.

N.P. Young ckl

Elij. Thomas

*In the Circuit Court of
Isle of Wight County.*

Pruden per friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, assigning, selling or in any way disposing of the bonds in the said affidavit mentioned or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording ~~xxx~~ any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be affected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the clerk of this court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

To N.P. Young, Clerk of Cir. Court of Isle of Wight County.

Copy. Teste,

N.P. Young clk.

C. W. Still

Apr. 2. 1892.

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me.
Given under my hand this 5th day of April 1892.

N.P. Young clk.

Noah Thomas

*In the Circuit Court of Isle of Wight
County.*

Pruden per friend,

vs.

Pruden et. als.

On motion of the plaintiff it appearing to the Court from the bill of complaint and an affidavit to be filed in the cause that some order is necessary to preserve the estate of Joseph Pruden so that it may be forthcoming to meet any decree which hereafter may be made in this cause; an injunction is awarded enjoining and restraining all the parties to said suit, their agents and attorneys from collecting, ~~and~~ assigning, selling or in any way disposing of the bonds in said affidavit mentioned or endorsing or otherwise manipulating the same and likewise restrained from conveying said land, from making, delivering, acknowledging, recording any deed or other paper whereby the title to said tract of land in the bill and proceedings mentioned would be effected in any manner, and from disposing of, changing, moving (except for the purpose of being cared for) any property in the possession of any defendant to this suit which belonged to said Joe Pruden prior to the making of said deed in the bill and proceedings mentioned, but before said injunction shall take effect the said Martha F. Pruden, or some one for her, shall execute a bond before the Clerk of this Court, in the penalty of \$200 payable to the Commonwealth of Virginia, and with surety by said Clerk deemed sufficient conditioned according to law. And it is further ordered that a copy of this order be served on each of the said defendants.

Copy, To N.P. Young, Clerk of Cir. Court of Isle of Wight County.
Teste,

N.P. Young clk

*C. W. Hill
Apr 7. 1892*

I hereby certify that the bond required by the foregoing decree has been duly executed with surety deemed sufficient by me. Given under my hand this 5th day of April 1892.

N.P. Young clk

J. S. Holland Deputy

to {

INJUNCTION BOND. *in*

Suit Pender vs.

Pender & Co.

Commonwealth

Filed Apr. 5th 1892

Know all Men by these Presents, That we James S. Holland and
Wm S. Holland, said James S. Holland being informed of the fact that
are held and firmly bound unto the Commonwealth of Virginia, in the sum of two 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. And we hereby waive the benefit of our
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds
of this State. Sealed with our seals, and dated this 5th day of April,
one thousand eight hundred and ninety two

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound James S.
Holland Next friend for Martina S. Pruden
on his bill in chancery against Joseph Pruden and
others ~~or~~ and on his petition

addressed to the Judge of the Circuit Court of the County of Isle of Wight
has obtained from the said Judge an injunction to injoin and restrain the defendants
as shown by the order of said Judge, a copy
whereof is to be served on said defendants,

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding
the said injunction, that the plaintiff shall not have the benefit thereof until he
or some one for him, shall enter into a bond, with good security, in the clerk's office of the said
court, payable to the Commonwealth of Virginia, in the penalty of two hundred
dollars, and conditioned to pay all such costs as may be awarded against the
said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said James S. Holland and friend shall pay all such costs as
may be awarded against her or him and all such damages as shall be incurred in case the said injunc-
tion be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

A. P. Young Clerk

James S. Holland
Wm S. Holland



In the Clerk's Office of the Circuit Court of the County of Isle of Wight
This day personally appeared before me A. P. Young, Clerk
of the Circuit Court of the County of Isle of Wight
W. S. Holland and affirmed, and made oath
that his estate, after the payment of all his just debts, and those for which he is bound as
security for others and expect to have to pay, worth the sum of two hundred
dollars, over and above all exemptions allowed by law.

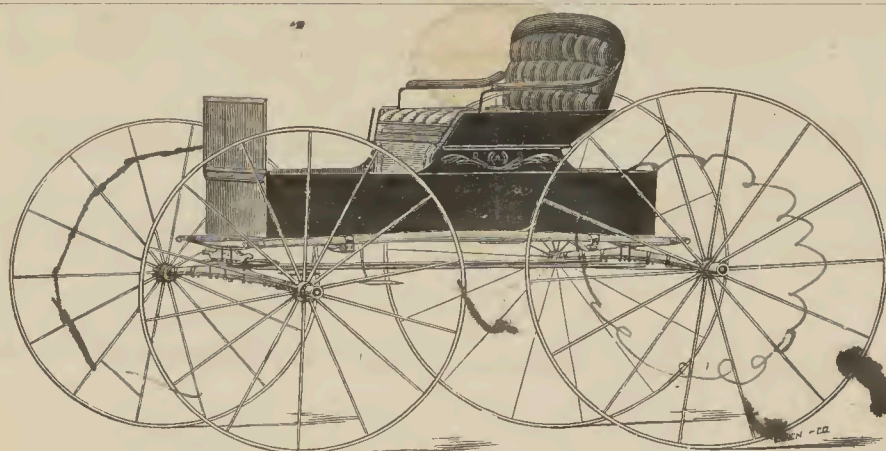
Given under my hand this 5th day of April, 1892.

A. P. Young

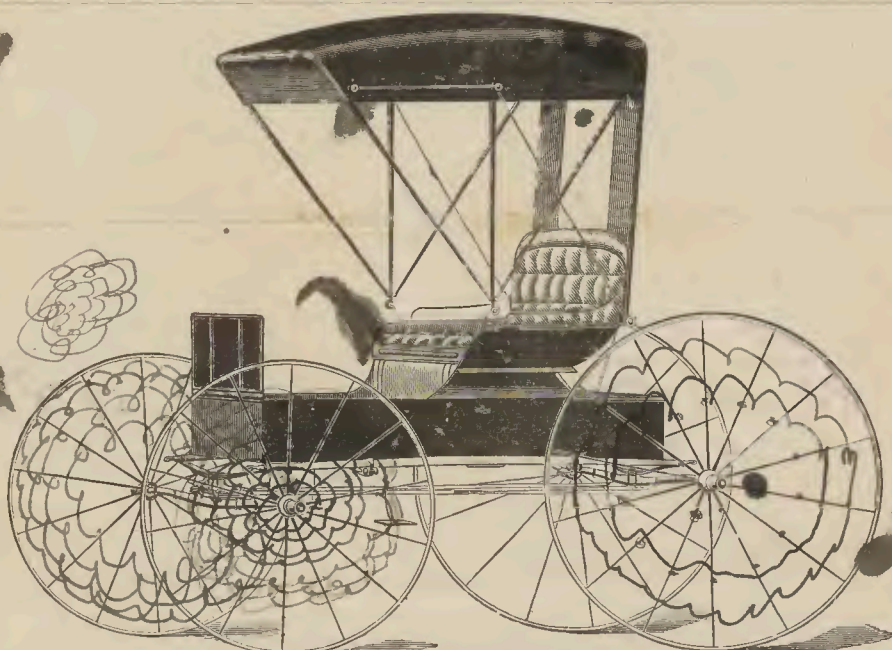
Clerk.

OUR SUCCESS

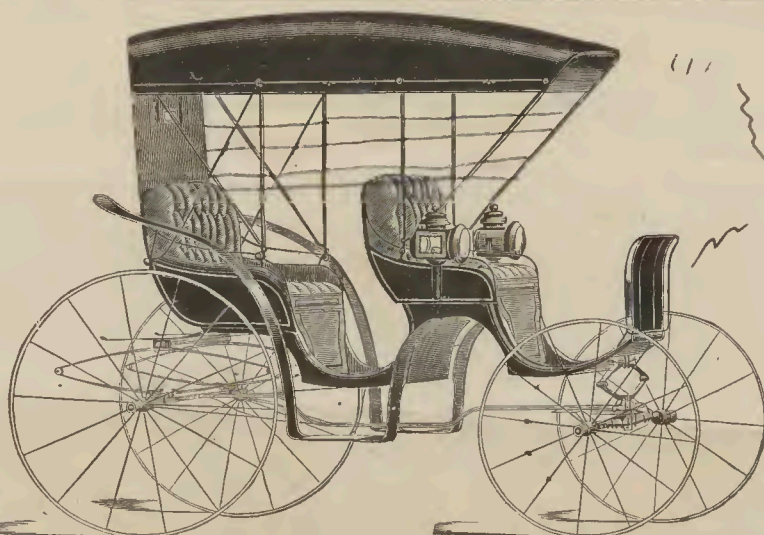
Is due to Honesty of Description and Purpose. Having been long identified with the Vehicle industry, we have gained a knowledge of what the Trade wants, and have shaped our stock to meet any demand. We shall be pleased to furnish at **LOWEST FIGURES** any want of Parts, such as **TOPS, CUSHIONS, WHEELS, BODIES, GEAR,** and **ALL CARRIAGE MATERIALS.**



No. 51. Side Bar, Piano Body, Without Top.



No. 75. Side-Bar Top-Buggy.



No. 86. Three-spring Cut-under Carriage. Also Hung on two Elliptic Springs or Side-Bar Springs with Straight Bottom. Canopy Top. Fine Job for Livery or Family Use.

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