

1899-002

Isle of Wight County

Chancery Causes: John Dawson, Putman & Nathaniel Putman
+ Meritt Briggs trustee

vs Millard F. Pinner

Folder 1

Other surnames: [Pinner +
Derring], Derring, Uzzell, Hall

W.S. Holloway p. 9/2
Pitman et. al.
vs { In chancery
Pinneret, et.

April term 1899
Final Decree

Bill of Complaint

Filed May 30th. 1889.
and seems, if used.

" June Res. 1st. seems, etc.
& decree nisi.

" June Res. 2nd. Bill taken
for confd. & set for hearing.

Oct term 1889. de. for account

April term 1895.

De. exception filed & decree for account
sued. etc.

April term 1896

De. confg report, pay out, make decs
& acts

Oct. term 1896

De. confg report

April Term 1897. confg. rpts. collect - pay out
mas & or. Jno D. Pitman &c.

employees, agents and attorneys from
selling the tract of land in the bill and
proceedings mentioned, and from further
proceeding to fore close said deed of
trust till the further order of this court, but
before the said complainants shall have
the benefit of this injunction order one
of said complainants or some one for him
shall enter into bond payable to the
Commonwealth of Virginia, before the
Clerk of the circuit court of Isle of Wight
County in the penalty of \$100⁰⁰
dollars with surety. The said Clerk deemed
sufficient, conditioned to pay all costs and
damages as may be awarded in case this
injunction shall dissolved.

C. W. Hill

To A. F. Spring, clerk of circuit
court of Isle of Wight County, May 29th 1889.

Virginia
County of Isle of Wight, to wit:

I, John Hawson Pitman do
solemnly swear that the allegations and
statements in the foregoing bill in Chan-
cery, so far as made upon my own knowl-
edge are true and so far as made upon
information derived from others I believe
them to be true. So help me God:

J. D. Pitman

Subscribed and sworn to before
me this 29th day of May 1889.

W. S. Hall and
Coun. in chancery,

Pitman et als.

W. S.

Pinner et als.

On motion of the complainants
an injunction is awarded in accordance
with the prayer of the foregoing bill in
Chancery to prohibit and restrain William
F. Pinner and Merritt Briggs trustee, their

and Millard F. Pinner showing what has been paid on said debt secured by secured by said deed of trust, and showing what balance is due to said John H. Pitman from said Millard F. Pinner, that any and all sums of money now in the hands of said Mr. F. Pinner individually and said Mr. F. Pinner as a partner of the firm of said Pinner and Derrington or a sufficient part thereof be applied to the payment of said debt, that an inquiry be made as to the interest of said John H. Pitman and wife at the time of the execution of said deed in and to the tract of land in said deed mentioned and described and also the extent of the lien created by said deed of trust on said land, to inquire and report whether said ~~John H.~~ ^{Nathaniel} Pitman was at the time of the execution of the said deed a purchaser of said tract of land for valuable consideration with actual notice to said Mr. F. Pinner and if so what part of the purchase price was then paid and what part was then unpaid and that all such other and further general relief be afforded your complainants in the premises as the nature of their case may require or to equity may seem meet. And they will ever pray &c

W. S. Wallace Jr.

"B" and prayed to be read as a part of this bill.

Your complainant Nathaniel Pitman says that said Pinner should not sell said land in fee but can only sell at most the interest of John Dawson Pitman at the time of the execution of said deed and this complainant says he is ready and willing to pay the balance due on said land as soon as he can get a good title there to and that he will pay the said balance to said Pinner if directed so to do by this Court:

Inasmuch as your complainants are remedied here in this honorable Court of Chancery where such matters are alone and properly cognizable they pray that said Willard T. Pinner and said Merritt Briggs trustee be made parties defendants to this bill and required to answer the same, an answer on oath is hereby waived as provided by statute, that an injunction be awarded your complainants prohibiting and restraining said Willard T. Pinner and said Merritt Briggs trustee, their employees, agents and attorneys from proceeding to sell said land under said deed of trust and from taking any other or further steps towards foreclosing said deed of trust, that an account be taken, stated and reported of the transaction of said John Dawson Pitman

understanding and agreement that the proceeds of sale should be applied to the liquidation of said debt and your complainants say that they believe such proceeds have been so applied in as much as they nor either of them have ever gotten one cent on said shipments. Your complainants say that an account is necessary to a settlement of the transaction and your complainant John Dawson Pitman says that he has sought on several occasions a settlement with said Willard F. Pinner and that such settlement has been deferred by said Pinner. Your complainants say that if said land should be sold at auction for cash at this season of the year it would not sell for one half its value and would in all probability be bid off by said Pinner and if afterwards a settlement was had and your complainant John Dawson Pitman should be paid the money now due him it would still be a great hardship on him.

Your complainants say that said Willard F. Pinner has ordered sale of said land and that Merritt Briggs the trustee in said deed has advertised the sale of said land at auction at Isle of Wight Co. Va. June 3rd 1889, it being court day, by printed handbills one of which is herewith filed marked

Specialty made for a description of said land. Your complainants aver, charge and allege that at the time of the execution of said deed of trust and before that time the said Millard J. Pinner well knew of the sale of said land by said John Dawson Pitman to said ~~Arthur~~ Pitman, well knew of the payment of more than one half the purchase price and well knew that pursuant to said sale and payment, in part the said Arthur Pitman had taken possession thereof and they aver, charge and allege that said Millard J. Pinner took and accepted said deed of trust well knowing these said facts:

And your complainants aver, charge and allege that the debt of three hundred dollars named, mentioned and described in said deed of trust and secured by the said deed has been paid and all accrued interest thereon has been paid and your complainants say that they are entitled to a release deed, your complainants aver, charge and allege that said debt was paid in part in cash and paid in part by produce shipped to Pinner and Derring, Commission merchants in Norfolk, Virginia, of which firm said Millard J. Pinner was and is a member, that said shipments were made with the

To the Hon. G. W. Bill, Judge of the
Circuit Court of the State of North Carolina,

Your complainants John Dawson
Pitman and Nathaniel Pitman complaining
respectfully represent that on or about January
1st 1888 Wm. F. Pinner approached said John
Dawson Pitman, in reference to a debt due
and demanded some security, preferring real
estate as such security, that said John Dawson
Pitman informed him that he owned no real
estate by which to secure any debt, that said
Pinner then and there alluded to the tract of
land herein after named and was told that
this tract of land had been sold to Nathaniel
Pitman and that said Pitman had taken
possession thereof and had paid more than
half the purchase price therefor, and that said
Pinner then and there declared that your
complainant John Dawson Pitman had
an interest in said land, namely a lien for
the unpaid part of the purchase price to
secure which the title was retained and asked
for a deed of trust on that interest which your
complainant John Dawson Pitman consented
to give and in a short while thereafter executed
a deed of trust, a copy of which is herewith
filed marked "A" and prayed to be read as
a part of this bill, reference to which is

Priener et al.,
ads. "ydr chep,
Ottum and et al.,

Refts, Auscott,

Lodged Augt. 29
1889.

To be born
Kueni neneu m. Kana Shu. 28th Dec 27
August 1889.

Maria Smith

2-10,

—

to his credit on the books of said Penn
swearing & that said John Dawson Pitman
is still indebted to said Penn swearing
and said Respondent also says that Penn
swearing rendered said John Dawson
Pitman an account of Sales as
said produce was shipped ^{and} and also
a statement of his account showing
what disposition had been made of
the money arising from the sale of said
shipments of produce shipped by said
John Dawson Pitman to said Penn
swearing. And now having fully answered
the complainant's bill, this Respondent
prays hence to be dismissed with his
reasonable costs in this behalf expended,
and he will ever pray &c.

Uriah Briggs

P. D.

Virginia

County of Hanover to wit:

This day

personally appeared before me, the undersigned
a Notary Public for the County of Hanover
in the State of Virginia M. F. Permes and
made oath that the statements made in the
foregoing answer, so far as made of his own
knowledge are true, and so far as made
upon the knowledge ^{or information} of others, he believes them

respondent answers and charges that said John
Sawyer Pitman & wife understood that they
were conveying the land mentioned in said
deed of trust and not any interest that said
John Sawyer Pitman might have in said
land by reason of part of the purchase
money being unpaid by his brother, your
respondent also denies that any portion of
said debt due him by John Sawyer
Pitman & secured by said deed of
trust has been paid and that said
complainant is entitled to a release and
your respondent who admits that he is
a member of the firm of Pennie & Son
Commission Merchants, Norfolk Virginia
readily admits that said John Sawyer Pitman
did ship produce to said Pennie & Son
but denies positively that it was ever agreed
that the money arising from said shipments
was to be credited on this debt secured by
said deed of trust but says that said
John Sawyer Pitman was indebted to said
Pennie & Son Commission Merchants, who
held a crop lien on his crops for advances
made by them to said John Sawyer Pitman
and your respondent declares that all produce
shipped by said John Sawyer Pitman to
said Pennie & Son was properly placed

The answer of M. F. Perrier one of the
defendants is a bill of complaint
filed against him and Meritt Briggs
Trust in the Circuit Court of the
County of Bell of which by John Dawson
Pitman and Nathaniel Pitman complainants.
The respondent reserving to himself the
benefit of all just exceptions to the said
bill, for answer thereto, or to so much
thereof as he is advised that it is material
he should answer, answers as follows - That it
is true, that said John Dawson Pitman owed
your respondent the debt mentioned in the deed
of trust and that your respondent asked said
John Dawson Pitman to secure its payment by
a deed of trust upon the land described in
said deed, but your respondent utterly
denies that said John Dawson Pitman
informed him that he had no land, or
informed him that he had sold this land
to his brother Nathaniel Pitman, your respondent
denies that he ever heard of this sale mentioned
in complainants bill of said land from
John Dawson Pitman to Nathaniel Pitman
until sometime after said John Dawson
Pitman's wife had executed said deed of
trust to Meritt Briggs Trust to secure
the debt due your respondent. And your

Pitman Jno. A.
et al.

vs. 3 Sarsen. * to
1/2 ans Bill

Primer M. D. et al.

Do June Reels 1889
1st Monday,

Co. S. Holland Ky,

Presented by claiming
to the court the 11th and
11th 1889 & 11th 1889
each to the copy the
court. Seemore
June 3rd 1889

No. 1. [redacted] 1889
[redacted] 1889

1889.

J. D. Sperry et al

The bond required keeping been given and filed
by order of the judge of the circuit court of the
county of the defendant, Mildred D. Spencer,
and Clerk, 1889, then in, their respective, agents
and attorneys in prohibited and restrained
from selling the tract of land in the bill and
the defendants mentioned, and from further pro-
ceeding to fore close the deed of trust in the
bill mentioned executed by the plaintiff
John A. Pitman to the defendant, Mildred D. Spencer,
then, until the further order of the court
Specie under way raised then 1st day of June
1889.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

Millard S. Pinner,
and Merit Briggs, trustee,

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

chancery of John D. Pinner and Nathaniel
Pinner

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

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *30th* day of

May, 188*9*, in the *11^{3rd}* year of the Commonwealth.

N. P. Young *clerk*

Optman et al.

vs }

WITNESS'
SUBPENA.

Primer et al.

To 29th Decr. 1890.
before Court. Young
Sale of Wright cir. Ct.

As each coxice served of this process
by any officer, and accept served
itself to be as official as if served by
been served by an officer. Decr 18-1890.

1. 1890. John H. 1890

The Commonwealth of Virginia,

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

You are hereby commanded to summon James W. Hall and
John F. Wyzell

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit
Court of the County of Isle of Wight, at his office, at the court-house of said county, on
the 29th day of December 1890, ~~next~~, to testify and the truth to say in behalf of
the Plaintiffs

in a certain matter of accounts and enquiry

referred to the said commissioner for report, by a decree of the said court in a suit in
chancery therein pending between Mrs. D. Pitman & Nathl. Pitman
Plffs. and M. D. Primer & M. Briggs Dfts.

And this ~~they~~ shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, A. C. Young, Jr., Commissioner of the said court, at
the court-house of said county, the 10th day of Dec., 1890, and in the
115th year of the Commonwealth.

A. C. Young comd.

Geo. F. W. W. W.

WITNESS'

SUBPÆNA.

The Commonwealth of Virginia,

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

You are hereby commanded to summon

John P. Uzzell

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit Court of the County of Isle of Wight, at his office, at the court-house of said county, on the 3rd day of April, 1891, next, to testify and the truth to say in behalf of the plaintiffs

in a certain matter of accounts

referred to the said commissioner for settlement and report, by a decree of the said court in a suit in chancery therein pending between John D. Pitman and Nathaniel Pitman plaintiffs, and M. P. Primer and Albert Briggs, trustees, defendants.

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 7th day of March 1891, and in the 11th year of the Commonwealth.

Attest,

N. P. Young, Commr.

N. P. Young, Commr.

Peterson J. et al.

v.s. }

WITNESS'

SUBPÆNA.

Peterson M. P. et al.

To 3rd of April
1896.

The Commonwealth of Virginia,

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

You are hereby commanded to summon

John P. Uzzell

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit
Court of the County of Isle of Wight, at his office, at the court-house of said county, on
the 3rd day of April, 1891, ~~next~~, to testify and the truth to say in behalf of
the plaintiffs

in a certain matter of accounts

referred to the said commissioner for settlement & report, by a decree of the said court in a suit in
chancery therein pending between John D. Pitman and Nathaniel
Pitman plaintiffs, and M. F. Peimer, and Elbert
Briggs, trustees, defendants.

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at
the court-house of said county, the 27th day of March, 1891, and in the
11th year of the Commonwealth.

N. P. Young, Commr.

Pitman Jno. D. et al.

vs. }

WITNESS'

SUBPÆNA.

Peever M. D. et al.

To the 3^d of April
1891.

I have this day
rec'd. a true copy of
the within subpoena
March 3^d 1891.

L. O. Vail^x

The Commonwealth of Virginia,

To the *Sergeant* of the *City* of *Norfolk*, Greeting:

You are hereby commanded to summon *James W. Hall*

personally to appear before the undersigned, one of the commissioners in chancery of the *Disceat*
Court of the *County of Isle of Wight*, at his office, at the court-house of said county, on
the *3rd* day of *April*, 189*1* next, to testify and the truth to say in behalf of
the plaintiffs

in a certain matter of *Accounts*

referred to the said commissioner for *settlement of funds* by a decree of the said court in a suit in
chancery therein pending between *Jay D. Pitman and Nathaniel*

Pitman, plaintiffs, and M. F. Pinner, and
Merit Briggs, Trustee, defendants.

And this *he* shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, *N. O. Young*, Commissioner of the said court, at
the court-house of said county, the *27th* day of *March*, 189*1*, and in the
11th year of the Commonwealth.

N. O. Young Com.

Pittman tal.

m. $\frac{1}{3}$ Depos.

Pittman tal.

have I ever told James W. Hall,
John T. Wyzle nor any one else
that I was a partner or share
in said business, but I did
furnish the money for John D.
Pittman to conduct the business
and received no portion of the profits.
Further the deponent says not.

M. J. Linn

By consent, the further taking
of evidence was continued until
a day to be fixed upon by the
court for Petff. & deffs.

A. J. Harvey County Clerk

for \$500- and that ~~he~~ had received
\$400- and the only interest he had
in said land was the balance of
\$100- due by ^{Nathl} Pittman, but he did
state that he owned the land
and that the land was the only
thing he had to secure me. Then
I prepared the Deed of Trust gave
it to Mr. John Dawson Pittman
with the understanding that he and
his wife were to come to the Clerk's
Office acknowledge the same &
have the same admitted to
record. which he did.

I deny that I ever admitted to
James W. Hall or in his pres-
ence said that I knew that
at the time the Deed of Trust was
made for my benefit, that the
land had been sold by John Dawson
Pittman or bargained to be sold to
Nathl Pittman.

Ques.

Were you not a partner in the Prandy
Business with John D. Pittman and
were you not to share in profits
in the same.

Ans.

Ans. No. I was not a partner -
and was not to share in the profits nor

C

This is a true statement of Pinner
& Derrings account with
Pittman

Mr. Pittman stated that he instructed me,
M. F. Pinner, to apply the balance,
if any, to the liquidation of the Bond
- but there was no balance after
paying Pinner & Derrings.

The amount of the Drafts furnished Mr.
Pittman in the conducting of his
Corp were every one that Pinner
& Derrings has charged to him.
The amount furnished Mr. Pittman
in the conducting of the Bond
business was furnished by me, M. F.
Pinner individually and the Drafts
that I gave Pittman on Pinner &
Derrings were charged to my
private account by Pinner & Der-
rings as seen by ^{some} Drafts marked B. here
with filed. aggregating \$267⁵⁰
Besides the Drafts I advanced him
either by checks or Cash, which I
have not now with me amounting
to \$225.

I ~~do~~ design that John Dawson Pittman
said to me that he had sold the
land to his Brother Nathl Pittman

had any interest in the land or
any one else. To which he replied
by letter, which letter is herewith
offered in testimony.

John Dawson Pittman did fur-
nished me with two Bonolup Bonds
for which I rec'd. \$176 - for which
I paid Mr Pittman \$64⁰⁰ and Alex
Baker, Ass. Comm. \$84⁰⁰.

one Bond was sold to R. W. Atkins
and the other to T. Phifer.

I deny that John Dawson Pittman
gave me the H. of Trust to secure
Pinner & Deming the contract
assigned by J. W. Hall to secure
Rent to Pinner & Deming &
deny that I promised or guaran-
teed him County prices for sea-
nests shipped Pinner & Deming.
~~that~~ Pinner & Deming has ren-
dered him Accounts of Sales
of Produce shipped by him & credited
him with the same. (Here the witness intro-
duced the accounts of sales and state-
ment of Pinner & Deming A/c with
Pittman marked A & B).

John Dawson Pittman received
the money on every one of the drafts
from Pinner & Deming - none of them
were accommodation drafts.

Ques.

Mr. J. Mercer accounts for
defts. being duly sworn by.
Please state all you know con-
cerning the subject matter
of dispute between the Pitts.
& defts. in this suit?

ans.

I furnished Pittman \$492 to
buy apples. He paid me \$192
through Mr. Hogg. leaving a balance
of \$300-. for which he executed
a bond with his wife Mrs. Hannah
O. Pittman, & secured the same on the
piece of land in question.

I deny that I ever heard Mr. Nathl
Pittman ^{say} until ^{after} the deed of trust was
recorded that he had any interest
whatever in the piece of land.

I met Mr. Nathl Pittman in the Road
and he asked me if I had a deed of trust
on the land - to which I replied I did.
He then stated that he had an in-
terest in the land. I saw Mr.
John Dawson Pittman, (the Party
who gave the deed of trust) and he
denied that his brother had any
interest in the land.

I then wrote Mr. H. P. Young the Clerk
of the Co. let to know if Nathl Pittman

• Ann;

I only know as to the drafts that
were given by Mr. Peirce & Peirce
& Dr. (I can't say which)
to Peterson in any order or while
they were in the office or in my
house. I had then drafts
cashied for Mr. Peterson and paid
the money out as he directed.
I don't recollect the No. of
drafts or the total amount. I paid
to Mr. Peirce \$192.00 for Mr.
Peterson - this was paid to him
at different times but I don't recollect
the dates, I think it was in 1857
but not positive. Peirce & Peterson
had two bbls. of bread at my place
which Mr. Peirce sold me for
\$93.00 & the other for \$84.00 I never
recalled in what manner or on what
terms Peirce & Peterson were en-
gaged in the office & bread business
except from Mr. Peterson's statement
concerning the drafts.
J. H. May Jr

for our under the Crapline and
 apply the ball; of course, to the
 pay out of ~~cost~~ the \$500. for
 expense Mr. Peckham had to pay and
 I applied to Mr. Peckham for a
 receipt the next day but have not
 gotten one. ~~But~~ I am sure
 of opinion that I do not owe Mr.
 Peckham any thing and I believe
 on a receipt it would show it.
 He attached 30 bags of my pants
 and allowed them to remain at the
 exchange until they were sold
 and sold for less than they would
 have sold for if sold in time -
 Mr. Peckham, ~~when~~ before I gave
 Peckham the Crapline, said
 that he would guarantee the pants
 should bring more money than
 if sold at Exchange
 and further deposit with me
 J. D. Pitman

Mr. F. W. W. being seen
 for proof. a few days
 ago. Please state all you know about
 the matter in controversy between
 the Peckham & W. & H. in this case.

and the other for \$56.⁰⁰ And soon
to pay the said \$200.⁰⁰ & draft. Mr.
Jno. P. Wyze assisted in selling said
two barrels brandy - Mr. P. Wyze
Pierce & Darling furnished me
by draft at different times, con-
tinuing in Jan. 1888, money to pay
for picking off peewees & they for-
washed me no other money or draft after
1887 except to pick off peewees.
He wanted me to have the peewees
necessary to secure the rent of the land
due to Mr. Pierce as agent of J. W. Hall
and also asked me if I did not have
an interest in land and wanted me to
secure him the rent & to amount
to \$300.⁰⁰ including the 60¢ on picking
peewees, this was in Jan. 1888.
When I got through picking peewees
he gave me a draft for \$50.⁰⁰ and
he wanted ^{me} to give him a draft for
\$100.⁰⁰ in case he did not get the
peewees under the crop line. I gave
him the \$100.⁰⁰ draft & have not
seen it since. I shipped ¹⁹⁸ ~~the~~ ^{boxes of}
peewees made 1887 to Pierce & Darling
and I had agreed to do, and directed
them to pay off the account made

Defect

Jacey, 29, 1891.

Parent W. S. Hall and att. for Plffs.
and W. J. Kirby att. for Defs.

Qst.

Please tell all you know about
your transactions with W. S. Pinner
touching another involved in the
suit?

Ans.

On the 30th of March 1887, I gave to
Pinner \$1000.00 a crop time on
the crops to be made by me that year.
Under that lien they commenced taking
me loan money by drafts up to July,
amounting to about \$85.00 after that W. S.
Pinner himself commenced buying apples
to convert into brandy, the money for
which was furnished by W. S. Pinner.
After we got through the apple & brandy
business, I sent W. S. Pinner in Suffolk
County a statement of the apple
brandy business & W. J. M. T. Wyck paid
W. S. Pinner \$192.00 to pay back to W. S.
Pinner the acct. of drafts he had
given to me to carry on said business
in part. And I gave him a draft
for \$200.00 to make up the balance he
had advanced aforesaid. W. S. Pinner
took up the drafts which were dis-
counted at F. Bank New York, and had
sold them to me at 100 cents each
giving them to me. I sold to W. S.
Pinner two bbls. of brandy on for \$92.00

for which he agreed to pay me
\$500.⁰⁰ and of which he paid me
\$400.⁰⁰ cash and he was to have
added for same from me when
he should have paid the balance.
Where I made the said deed of trust
filed as exhibit, I informed M. H. Quinn
that I had sold the said price of land
to Nathl. Pitman and that he
had paid me \$400.⁰⁰ on it and
was to have added when he
paid the other \$100.⁰⁰

J. D. Pitman

(At this point, the counsel for plaintiff:
was informed that Judge, Kirby att.
for Bank of Commerce afo: of M. H.
Quinn desires to be present on the
taking of the evidence & acts in
this case, by consent, the witness J. D.
Pitman signed his deposition so far
as his answer to 1st & 2^d questions, and
the further taking of deposition
of said Pitman & other witnesses and
the taking of evidence is continued
until the 14th day of Jan'y, 1891.)

N. P. Henry Court,
Jan'y, 14. 1891. by court the further
taking of evidence is continued till the
29th of Jan'y, 1891.

N. P. Henry Court,

a

The depositions of Jno. D. Pitman, Jas. W. Hall and John D. Viggers taken before N. P. Young a commissioner in chancery of the circuit court of Dec of Wright county, to be read on the 29th day of Decr. 1890, to be read as evidence in behalf of the plaintiff ^{in a matter of account to be taken under a decree in a suit in Chy: pending in said court between Jno. D. Pitman & Nathl. Pitman petffs. and M. D. Quinn and M. Briggs defts.}

Present - W. S. Holland atty. for Petff.
Notice of the time and place of taking said depositions having been given.

John D. Pitman being duly sworn deposes and says.

Quest. 1 What is your name & age and where do you reside?

ans. My name is John D. Pitman, my age is 48 years & I reside in Dec of Wright Co,

Quest. 2 Please tell all you know about Nathl. Pitman's having bought the land included in the deed of trust filed as an exhibit in the papers of said cause?

ans. Nathaniel Pitman bought from me in the fall of 1887, the said land mentioned in said deed filed as exhibit,

The depositions of Nathaniel Pitman and others taken before me
W. E. Kitchen, a Notary Public in and for the county of Isle of
Wight pursuant to notice hereto annexed at the office of W. S.
Holland in the county of Isle of Wight on the 5th day of July 1895
to be read as evidence in behalf of J. D. and Nathaniel Pitman in
a certain suit in equity depending in the circuit court of Isle
of Wight county wherein M. F. Pinner and Merritt Briggs Trustee
are defendants and said Pitmans are plaintiffs

No witness appearing the taking of these depositions is adjourned
to July 6th 1895 at 10 o'clock A.M. at the same place.

Given under my hand this 5th day of July 1895.

W. E. Kitchen N. P.

Present W. S. Holland attorney for plaintiffs.

Question (1) It is admitted in the bill filed by you and your
brother in this cause that J. D. Pitman and wife did on the 16th day
of January 1888 make a deed of trust to Merritt Briggs trustee
conveying a certain tract of land to secure a debt therein named
and it is alledged in the bill that M. F. Pinner at the time of
and before the making of the said deed of trust had actual knowl-
edge of the fact that J. D. Pitman had sold you the land and that
you hand paid part of the purchase price. Please state whether
or not Pinner had such knowledge and how he got it?

Ans. I told him. He knew postively that it was my property.

Cross examined by Judge Kilby.

Ques. When did you tell Mr. Pinner that you had bought the land
from your brother?

Ans. I think it was in the year 1857.

#2.

Ques. 3 Please state the month and day as near as you can?

Ans. It was some time long about October but I dont remember the day.

Ques. 4 How did you learn that your brother had given a deed of trust on the land to secure to M. F. Pinner the \$300. ?

Ans. The first of my knowing it I heard some people speaking about it .

Ques. 5 Did you go to see Mr. Pinner about it or did he call to see you?

Ans. He overtook me in the road one day and was talking to me about it.

Ques. 6 Did he then first bring the matter up or did you bring it up?

Ans. He first spoke to me about it.

Ques. 7 What did he say to you?

Ans. I dont recollect.

Ques. 8 Did he not wish to know whether or not you had bought the land or agreed to buy it?

Ans. He did not, that was all the conversation we had.

Ques. 9 What conversation do you refer to?

Ans. He overtook me in the road and told me that my brother had given him a ~~lain~~ on that piece of land that I had up there to secure some bills he had until he could ^{make} sales of something.

Ques. 10 When you met him did you not ask him if he had the deed of trust or tell him that you had heard it rumored about that he had the deed?

Ans. I did not meet him and know nothing about it any more than I told you when he overtook me.

Ques. 11 You had heard the rumors about his having the deed before he overtook you in the road, did you not feel enough interest in the matter to ask him about ^{it}?

#3.

Ans. Well I didnt, do it if I did.

Ques. 12 Were you willing to let the deed stand and not say anything to him about it when you had this good opportunity to do so?

Ans. Well I didnt do it if I had, what good would it ~~have~~ amounted to, he had nothing to do with the deed.

Ques. 13 You had paid your brother \$400. on the land had you not?

Ans. I had.

Ques. 14 And still owing \$100.

Ans. I owed him a \$100. on it.

~~Re-examined by counsel for plaintiff.~~

Ques. 15 When was the deed of trust given to Mr. Pinner?

Ans. I dont hardly recollect whether it was -58 or -57.

Ques. 16 Was it before or after the deed was made that Mr. Pinner overtook you in the road?

Ans. I suppose it must have been after.

Ques. 17 Is that your best recollection?

Ans. Yes sir.

Re-examined by counsel for plaintiff.

Ques. 18 Had you ever told Pinner that you had bought the land and paid part on ^{it} before the day he overtook you in the road?

Ans. Yes I think I did.

Ques. 19 In what year had you told him?

Ans. Well now I dont keep any account of the dates of the years but it seems to me that it was about -58

Ques. 20 What year is this year?

Ans. I dont know sir, honest

Ques. 21 Can you recollect anything you did in the way of work during the year in which you told Pinner about your having bought this land? Excepted to.

#4.

Ans. I was afarming there on Mr. James W. Hall's farm, I mean the old Briggs' farm with my brother . I am not now under the influence of liquor and have not been during the taking of these depositions.

Que s.²² How many years did you work with your brother on the Briggs' Farm which belonged to Hall?

Ans. Only one year and not all of that.

Ques.²³ After the crops were done what did you do on the hall place that year? Excepted to.

Ans. I think I cut some logs off of his farm down on the creek.

Jas. W. Hall.

Ques.²⁴ Who made brandy, if any one, on the hall place that year?

Ans. My brother made some there.

Ques.²⁵ Are you positively certain that during the same year you worked with your brother on the Briggs farm then owned by Jim.

Hall you told M. F. Pinner. Ques. Withdrawn.

Ques.²⁶ You have said that you told Pinner about buying this land before he met you on the road was it before or after the time you worked on the Briggs farm with your brother or was it during that time?

Ans. So far as I reccollect it was during that year. and further this deponent sayeth not.

State of Virginia
County of Lee of which to wit: Nathaniel Pitman
I, W. E. Kitchen, a Notary Public in the said
state, do hereby certify that the foregoing depositions
of Nathaniel Pitman were duly taken, sworn
to, and subscribed before me, at the time and place
and for the purpose therein mentioned.
Given under my hand this 6th day of July in the
year 1895,
notary charge
4 Hume 075-#3 &c W. E. Kitchen N. P.

Service of this notice is hereby
accepted by the undersigned
this 1st. day of July 1895.

Wilbur J. Kilby,
Atty. for M. F. Prinder
and Merritt Briggs Trustee

To ^{Mr.} Filmore Pinner and Meritt Briggs Trustee

You are hereby notified that on the 5th day of July in the year 1895,
at the office of W.S. Holland in Windsor between the hours of 6
o'clock A. M. and 8 o'clock P. M. of that day I shall proceed to take the depositions of J.H. Bygell

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
Nathaniel Pinner and John Dawson Pinner
are plaintiffs, and you

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,

Sol. & J.D. Pinner
by W.S. Holland their Atty

Pennsylvania
n. 3/4 Corn. water
Pennsylvania

Cour. Young's
Report filed
9 April 1895
and confirmed
4 Sept. 1895

Heckler's & affirms to be from the
29th. day of Dec. 1890, by Geo. W. Doremus
State, A. G. Henry Conn.
in chg. Cir. Court & of the 1st

J. Geo. W. Doremus & others by aff.
from Dec. 19th day of Dec. 1890.
I delivered to Mr. G. W. Doremus and others
Brigg. each, a true copy of the report
G. W. Doremus

Commissioner's Office,

Isle of Wight Courthouse, Nov 27th 1890

To Jno D. Pitman and Nathl. Pitman

Plaintiffs,

And to M. F. Primer and Meritt Briggs trustee

Defendants:

You are Hereby Notified that I have fixed upon the 29th day of Dec, next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, aforesaid, the following accounts: an account between the plaintiffs and defendants, showing what amount, if anything, is due on the debt secured by the deed of trust, and to enquire and report whether or not the plaintiff Nathl. Pitman purchased the land conveyed in said deed of trust, and if so, what amount has been paid on the purchase price and whether or not the defendants or either of them had notice, actual or constructive at or before the execution of said deed of trust, and any other matters deemed pertinent &c.

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 2nd day of October, 1890, in a suit in chancery depending in the said court, in which you are parties, plaintiffs and defendants, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first

aforesaid.

A. O. Young

Commissioner

Pittman et al
vs. J. In Chap.
Pittman et al

Nov. 27, 3 - Hays
Dec. 29, 4 - "
Feb 190 - 4 - 0

To 29. Dec. 1890

com. Notice.

Commissioner's Office,

Isle of Wight Courthouse, Nov. 27, 1890.

To Ans D. Pitman and Nath. Pitman

Plaintiffs,

And to M. F. Primer and Merit Briggs trustee

Defendants:

You are Hereby Notified that I have fixed upon the 29th day of Dec., next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, aforesaid, the following accounts: An account between the plaintiffs and defendants showing what amount, if any thing, is due on the debt secured by the deed of trust. And to enquire and report whether or not the plaintiff Nathaniel Pitman purchased the land conveyed in said deed of trust, and if so, what amount has been paid on the purchase price and whether or not the defendant(s) either of them had notice, actual or constructive, at or before the execution of said deed of trust, and any other matters deemed pertinent &c.

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 21st day of Oct., 1890, in a suit in chancery depending in the said court, in which you are parties, plaintiffs and defendants, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first

aforesaid.

J. O. Young
attest J. O. Young

Commissioner

Peterson et al.

vs. John Chap.

Primer et al.

Report of comm.
in Chap. under a
decree of Octo. term
1890.

Filed April 9th
1895.

interest due on the debt secured by the deed of trust in the proceedings mentioned. Your Commissioner finds that subsequent to the said debt so secured, the following account between said Pitman and Primer, To wit.

Amount advanced by Primer	
to Pitman up to Aug. 9, 1888	\$5.75
amt. paid by Pitman to Primer	<u>12.00</u>
Balance on oct. due Primer	\$6.25

with interest from 9. Aug. 1888.

Your Commissioner reports further that, the said W. S. Primer, before the execution of the deed of trust aforesaid, had notice that the said John D. Pitman had bargained to sell, and sold, to Nathaniel Pitman, the land in the deed of trust aforesaid mentioned, and that the said Nathaniel Pitman had, theretofore, paid the said John D. Pitman four hundred dollars of the \$500.00 which he had agreed to pay for said land.

Given under my hand as a Commissioner in Chancery of the Circuit Court of Isle of Wight County, the 9th day of April 1890
A. P. Young Comm.
In Chancery.

Plaintiffs and defendants, that he had fixed upon the 29th. day of December 1890, to take said account and make said inquiry, at his office, and requiring them to attend, that said notices were served & returned. That on said 29. of Decr. 1890, Jas. D. Pitman & W. F. Pinner, with their counsel, appeared before your commission and the depositions of witnesses were taken and the case continued for further testimony and remained continued until the date of this report, when your commissions made up and completed the following account between the said Jas. D. Pitman and W. F. Pinner, to wit:

1888	John D. Pitman	D ^r .
Jan'y. 10.	In account with W. F. Pinner	
	To bond dated this day and	
	payable on 1st. day of March	
	1889, for	300.00.
	Interest thereon to 22. Apl. 1895,	
	from 10. day of Jan'y. 1888.	136.80
	Princ. & int. on debt in Trust dec ^d	300.00 / 130.80

Which account shows a balance of \$300.00 of principal and \$130.00 of

In the Circuit Court of Isle of Wight County,
Jno. H. Pitman & Nathl. Pitman. Plffs.
vs. $\frac{3}{4}$ In Chq.

M. T. Primer and Went Briggs Trs: Dfts

To the Circuit Court of Isle of Wight
County.

Pursuant to a decree of the said
Circuit Court, rendered on the 21st
day of October, 1890, in the above
cause, directing one of the commis-
sioners of the said court to take and
settle and report to the court an ac-
count between the plaintiffs and
defendants, showing what amount,
if any, is due on the debt secured
by the deed of trust, and to require
and report whether or not the plain-
tiff, Nathaniel Pitman, purchased the
land conveyed in said deed of trust,
and if so, what amount has been
paid on the purchase price, and whe-
ther or not the defendants, or either
of them, had notice, actual or con-
structed at or before the execution
of said deed of trust, and any other
matters decreed pertinent &c

Your commissioner reports to the
court that, on the 27th day of Novr.
1890, he issued notices to the parties

J. F. Uzzle being duly sworn deposes and says.

Ques. 1 Along with some evidence filed with Mr. Youngs' report there are 18 drafts all signed in someway by J. F. Uzzle or J. F. Uzzle & Co. except 4 small ones amounting to about \$104. now please look at these drafts and see if you are the J. F. Uzzle and if so please explain what you know as to the circumstances how and why they were given?

Ans. I am J. F. Uzzle refered to or mentioned? This one dated Oct. 15 th 1887 for \$50. I dont think I signed, the other drafts refered to , 1887 Mr. pinner and Mr. Pitman went in the brandy business making brandy their agreement was that Mr. Pinner was to furnish the money and Mr. Pitman to do the work or have it done they were to get money to pay for apples and other work that might be done there, the reason that I signed the drafts they could not use them through bank without my endorsement that is the reason I endorsed them.

Ques. 2 You have said that Pinner & Pitman went into the brandy business together in 1887. did M. F. Pinner go into that business as an individual or as ^a member of the firm of Pinner & Derring?

Ans. It was M. F. Pinner, Derring had nothing to do with it.

Ques. 3 How many of the drafts if not all of them signed by you are drawn on Pinner & Derring sometimes by J. D. Pitman, sometimes by M. F. Pinner, payable sometimes to J. D. Pitman sometimes to M F. Pinner and you have said that they were made for the purpose of obtaining money to carry on the brandy business please explain if you can why they are made in so many different ways?

Ans. I could not explain it, as I reccollect right now.

Ques. 4 Rlease state whether or not you know of your own knowledge that they were all signed by you gotten up for the purpose of supplying money to that brandy business?

#2.

Ans. I know that all I handled were used in that business.

Ques 5 And you know that M. F. Pinner as an individual agreed to furnish the money to carry on that brandy business?

Ans. Yes sir I do.

Ques. 6 From the first of December 1887 to the last of March 1888 please state what business you were in and where you lived ?

Ans. I was in the merchandise business at Exchange and bought P/nuts for two concerns.

Ques. 7 Do you know whether or not J. D. Pitman sold or turned over any P/nuts during that time to Pinner, and if so please state what they were worth?

Ans. Yes sir he turned over near 200 bags and we were paying for them at that time from 2 1/2 to 3 cts, some extra stock sold for 3 1/4, I saw the last 100 bags that he shipped and I offered him 3 cts, per Lb for them myself the day he was putting them on the boat for Norfolk.

Ques. 8 Please state if you know whether Pinner guaranteed any particular price to Pitman, and if so, what price?

Ans. Mr. Pitman when they were getting them off told Mr. Pinner in my presence what I had offered him for them and he guaranteed him that they should net him more money than I offered him for them.

Ques. 9 Do you know why or at whose request these P/nuts were shipped to Pinner & Derring and for what Purpose they were shipped, and if so please state?

Ans. Mr. Pinner's request, Mr. Pinner claimed that Mr. Pitman owed him rent for 1887 he had farmers lien on the crop and deed of trust on the land up there that belonged to Nat Pitman and he claimed that as soon as he got through shipping the P/nuts that he would release the deed of trust and settle up with him.

Ques. 10 Then the P/nuts were shipped for the purpose of paying off the rent debt which was secured

#3.

off the rent which was also secured by deed of trust , state whether or not J. D. Pitman and M. F. Pinner both to your own knowledge agreed to that arrangement.

Ans. Yes sir that was what they agreed on when the deed of trust was made and before it was made.

Ques. 11 Can there be a doubt but that the P/nuts if sold for their market value would have paid the deed of trust?

Ans. No sir there could not have been any doubt of it.

Ques. 12 When M. F. Pinner took the deed of trust, state if you know whether Pinner knew that the land had been sold to Nat Pitman?

Ans. Yes sir he knew it he talked to me about it before the deed of trust was made, he and Mr. Pitman both. They both talked to me about it and I advised Mr. Pitman not to do it .

Ques. 13 Please state the average weight as near as you can per bag of these 200 bags of P/nuts?

Ans. Well about 90, between 90 and 100 Lbs.

Ques. 14 Please state if you were present any time in the latter part of 1887 when any settlements between J. D. Pitman and M. F. Pinner was had or talked about, and if so please explain as fully as you can all that took place?

Ans. They had a settlement here in Suffolk I dont recollect to save my life as how they settled, I know a short time before I paid Mr. Pinner \$192. how near it paid him out I dont know and the day they settled here I dont know how much Mr. Pitman paid him or how much he owed him. I did sometime very soon I dont remember . I paid a draft drawn on me drawn by Pitman or Pinner to pay for stamps to go on brandy, this was not apart of the \$192.

Ques. 15 On the occasion of the settlement in Suffolk please state whether you heard M. F. Pinner admit that J. D. Pitman had paid him all that he owed him or did he claim a balance still due him?

#4.

Ans. I cant reccollect. To the best of my reccollect ~~came to~~ Mr. Pinner came to me that day or a day after I dont remember which and demanded the keys and stated he ~~and~~ Mr. Pitman had settled up and he had bought ^{Pitman} ~~his~~ interest in the brandy I gave him the keys and he Pinner took charge of the brandy and afterwards sold it.

Cross examined by Judge Kilby.

Ques. 1 You were present on the 29th of January 1891 and heard the depositions of Mr. J. D. Pitman before Mr. Young at Isle of Wight Court House were you not?

Ans. I dont know as to what day I was present and heard the depositions of Mr. Pitman but am not sure that ^I ~~heard~~ all of it.

Ques. 2 Were not the questions involved in this case then and there discussed and the witness examined with reference thereto?

Ans. Yes sir some of them were I dont know that all of them were.

Ques. 3 Did you not then have the same information that you have now touching such questions ?

Ans. Yes I recon I did .

Ques. 4 On that occasion you were sworn ~~and~~ to state all you knew about the matters in controveroy between the plaintiffs and defendants in this suit and your answer was " I only know as to the drafts that were given by Mr. Pinner or Pinner & Derring (I cant say which) to Pitman in regard to or while they were in the apple and brandy business" and then you proceeded to state what you knew about the apple and brandy business and nothing else" was that a correct answer or not?

Ans. I suppose so ~~for~~ so far as I reccollect .

Re-examined by plaintiffs counsel

Ques. 5 At the court house before Mr. Young did any attorney on

#5.

either side ask you any questions?

Ans. No sir.

Ques. 6 Did you not then answer such questions as were put to you as you understood them correctly? Excepted to.

Ans. I did.

Ques. 7 Did you understand on that occasion that you were asked anything at all about any P/nuts?

Ans. No sir I did not I dont think that I was asked in regards to anything only the drafts.

And further this deponent sayeth not.

J. A. M. Zule

State of Virginia County of Isle Wight to-wit:

I, W. E. Kitchen, a Notary Public for the county of Isle of Wight in the said state, do hereby certify that the foregoing depositions of J. D. Pitman, J. W. Hall and J. F. Uzzle were duly taken, sworn to, and subscribed to before me, at the time and place and for the purpose therein mentioned.

Given under my hand this 10th day of July 1895.

W. E. Kitchen N. P.

Notarialis Charge
of Haverhill at

75

5-25

J. W. Hall being duly sworn deposes and says.

Ques. 1 where did you live in 1887?

Ans. At Exchange Nansemond Co. Va., on the farm known as the Briggs farm.

Ques. 2 Who rented the farm from you for that year and at what price and to whom did you assign your claim for rent?

Ans. John D. Pitman rented it, \$290. I assigned the claim to M. F. Pinner.

Ques. 3 Where did M. F. Pinner live that year and how often did you see him that year?

Ans. He lived in Suffolk and I saw him about once a week.

Ques. 4 From the papers in this cause it appears that J. D. Pitman and wife made a deed of trust conveying a piece of land in Isle of Wight county to secure to Millard F. Pinner the sum of \$300. which deed of trust is dated January 16th 1888, please state if you know whether prior to that time J. D. Pitman had sold that tract of land to his brother and if so did M. F. Pinner know it?

Ans. Yes sir he had sold it prior to that time and Mr. Pinner knew it and there wasn't any one in the neighborhood but what knew it I don't think. He did say to me that John D. Pitman had an interest into it and could convey a right to the whole in as much as he had never given his brother a deed.

Ques. 5 If you know what debt the deed of trust was made to secure please state it and the circumstances?

Ans. It was made to secure the amount of the bond that I had assigned which the P/nuts had not been shipped to pay at the time the deed was made, the trust was to be canceled when the P/nuts were shipped, which were shipped in the month of December -87 and January & February ¹⁸⁸⁸ the crop ^{was} ~~were~~ all shipped ~~amounting~~

#2.

amounting to about 200 bags.

Ques. 6 You lived on the same farm and doubtless saw the P/nuts , if so please state the quality about the average weight per bag and what P/nuts of that quality were worth at Exchange at the time they were shipped?

Ans. I saw the P/nuts, they were a good prime nut but not fancy they would average about 90 lbs to the bag, and were worth about 3 cts.

Ques. 7 Will you please make the calculation and state what the P/nuts would have amounted to?

Ans. \$540.

Ques. 8 Do you know anything about how and to whom and on what conditions these nuts were shipped, if so please state it?

Ans. They were shipped to Pinner & Derring by order of M. F. Pinner.

Ques. 9 On what account were the P/nuts shipped, I mean what was the agreement between Pitman and pinner as to how they should be applied when sold if you know? Excepted to.

Ans. On account of the rent for the note which I had assigned him \$290. which is the same debt that the deed of trust was given to secure.

Ques. 10 Please state whether you have ever dealt in P/nuts and if so please state briefly the extent of such dealing or handling?

Ans. Yes sir I have handled P/nuts very largely for the Walters Peanut Company of Norfolk, M. Levy & Co. of Petersburg, my purchases amounted to \$25 to \$30000. per season .

Ques. 11 You have said that you knew that it was agreed between Pinner & Pitman that the proceeds of the sale of the P /nuts were to be applied to pay the rent which had been secured by the deed of trust above mentioned, please state whether or not there can be

be a doubt that the deed was

2

a doubt that the market value of the P/nuts was not more than enough to pay the debt?

Ans. There could not be any doubt as to being enough net proceeds of the ~~sale~~ of P/nuts to pay off the \$290.

Ques. 12 After that shipment of P/nuts namely, in the latter part of 1888 please state if you know whether Pinner got any more P/nuts from Pitman, and if so how many?

Ans. He got about about 30 bags in the fall of 1888.

Ques. 13 It has been stated and admitted that some time ~~time~~ during the year 1887 J. D. Pitman or J. D. Pitman and M. F. Pinner were engaged in some brandy business, if you know anything of that transaction please state it as fully as you please?

Ans. Well I know that Mr. Pinner and Mr. Pitman were to purchase apples to make into brandy and to share ~~equal~~ into all profits and expense Mr. Pinner was to control the entire brandy ~~product~~ which he did as to how the profits and the loss turned out I know nothing about. I don't know how they settled their business but I know that Pinner got all the brandy.

Ques. 14th In all these transactions please state Mr. Hall if you know whether M. F. Pinner was dealing as a member of the firm of Pinner & Derring or was he acting ^{as} dealing as an individual?

Ans. I understood it ~~as~~ an individual I didn't think Derring had anything to do with it.

Cross examined by Judge Kilby.

Ques. 15 How did Pinner learn that J. D. Pitman had sold his land to his brother Nat?

Ans. He knew it as common ~~knowledge~~ or report I had possession and rented it for Nat Pitman and gave him the proceeds for a year or two. I also got timber off the land and gave proceeds for that.

Ques. 16 What was the consideration for the assignment of the rent for Exchange to Mr. Pinner?

PUBLISHED WEEKLY
535 N. Dearborn Ave., Chicago, Ill., U.S.A.
Subscription price, Five Dollars per Annum in Advance

Entered as Second-Class Matter, October 3, 1917, Post Office at Chicago, Ill., under No. 100,000
Acceptance for mailing at Special Rate of Postage provided for in Act of October 3, 1917, authorized on July 16, 1918

Postage paid at Chicago, Ill., and at additional mailing offices
Postmaster: Send address changes in this journal to THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Copyright, 1919, by American Medical Association
Published by THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Editor: J. C. Thompson

Business Manager: J. C. Thompson

Advertising Manager: J. C. Thompson

Subscription Agent: J. C. Thompson

Second-Class Postage paid at Chicago, Ill., and at additional mailing offices

Postmaster: Send address changes in this journal to THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Copyright, 1919, by American Medical Association
Published by THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Editor: J. C. Thompson

Business Manager: J. C. Thompson

Advertising Manager: J. C. Thompson

Subscription Agent: J. C. Thompson

Second-Class Postage paid at Chicago, Ill., and at additional mailing offices

Postmaster: Send address changes in this journal to THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Copyright, 1919, by American Medical Association
Published by THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Editor: J. C. Thompson

Business Manager: J. C. Thompson

Advertising Manager: J. C. Thompson

Subscription Agent: J. C. Thompson

Second-Class Postage paid at Chicago, Ill., and at additional mailing offices

Postmaster: Send address changes in this journal to THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Copyright, 1919, by American Medical Association
Published by THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Editor: J. C. Thompson

Business Manager: J. C. Thompson

Advertising Manager: J. C. Thompson

Subscription Agent: J. C. Thompson

Second-Class Postage paid at Chicago, Ill., and at additional mailing offices

Postmaster: Send address changes in this journal to THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

Copyright, 1919, by American Medical Association
Published by THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, 535 N. Dearborn Ave., Chicago, Ill.

#4.

Ans. I was running a saw mill making Lumber and shipping to Pinner & Derring and was getting acceptances sometimes more than my shipments amounted to in consideration for same I assigned the Pitman note with other papers to secure all advances made above my shipments.

Ques. 17 It seems from your calculation that the P/nuts shipped by Pitman to Pinner & Derring should have realized about \$540. and you state that Pitmans rent was to be paid out of that ~~assignment~~ ~~sum~~ what was to become of the balance of the \$540?

Ans. I ~~don't~~ know unless it was to liquidate any other indebtednesses that Pitman might owe them.

Ques. 18 Do you know whether or not any advancements were made to Pitman by Pinner or Pinner & Derring during -87?

Ans. None that I know of.

Ques. 19 Might they have made advances of which you have no knowledge?

Ans. They might.

Ques. 20 Did not Mr. Pitman rent the whole farm and cultivate it for the year -87 ?

Ans. All that portion known as Exchange proper.

Ques. 21 Do you know anything about any other transaction except those you have mentioned during 1887 & 88 between Mr. Pitman and Pinner or Pinner & Derring?

Ans. No I do not.

Ques. 22 Why did Pinner require from Pitman the deed of trust on the Pitman land to secure the \$290, rent for Exchange when he Pitman had \$540. worth of P/nuts to be shipped to pay that very rent?

Ans. Because at the time the deed of trust ^{was} created, the P/nuts were in Mr. Pitmans possession and should have been into Pinner's

#5.

on or before the first of January -88 there had been some few P/nuts burned in the neighborhood and Mr. Pinner became alarmed as these P/nuts in Mr. Pitmans possession were not insured.

Ques. 23 Why did not Pinner take a deed of trust or bill of sale or lien of some kind on the P/nuts and have them insured as security for the rent, would not that have made the rent safe?

Ans. Mr. Pinner had that very thing in his possession assigned to him by myself, I ^{had} taken from all my tenants a lien upon all farm products grown or raised by them to secure the note that they give for the portion they cultivated, and that should have made the rent safe.

Ques. 24 Did you then see any necessity for Pinner's taking a worthless lien as the lien on the Pitman land was ^{according to your view of it} ~~and as the~~ Pinner being fully aware as you have stated that the Pitman land belonged to Nat Pitman and not to J. D. Pitman? (Excepted to because it ask for the opinion of the witness without first showing that he is an expert on that point.

Ans. I do not.

Ques. 25 You know then positively that the P/nuts were to be shipped to pay the rent for Exchange ?

Ans. They were.

Ques. 26 And further this deponent sayeth not.

J. A. Hall

The depositions of J. D. Pitman and others taken before me at the office of Judge Kilby in the town of Suffolk by consebt of parties to be read as evidence in behalf of the plaintiffs in a certain suit in equity pending in the Circuit court in Isle of Wight county wherein J. D. Pitman and Nathaniel Pitman are plaintiffs and M. F. Pinner and Merritt Briggs trustee are defendants. Presents W. S. Holland attorney for plaintiffs, Judge W. J. Kilby attorney for defendants.

Ques. 1 Please state whether you owe M. F. Pinner any money or not? Excepted to.

Ans. No I dont owe him anything.

Ques. 2 Please state how the bond for \$300. secured by a deed of trust has been paid or extinguished? Excepted to.

Ans. Mr. Hall in 87 paid his rent bond over to Mr. Pinner and about Christmas when it was due he came to me ^{was} uneasy about his rent said I was slow about getting off my peas and there was a man near Chuckatuck ^{who} got all of his P/nuts burned up and he wanted me to have those P/nuts insured or try to secure him some way, I told him I was going to try and get the P/nuts right off and I hated to go to that expense, so he then came back to me and asked me about a tract of land, I told him that I had sold the land and only had ^{it} had a \$100. interest in, ~~he wanted to~~, I told him that I had sold the land to my brother, he still insisted that I should give him a lien on it and said he could only use my interest in case the P/nut got burned up and he did not get them. As soon as I would get the P/nuts off and turn them over to him, he would then return me the lien back. I got them off and turned them over to him and he refused to return it.

Ques. 3 How many did you turn over to him?

and. 198 bags.

#2.

Ques. 4 What would they average per bag in weight?

Ans. About 95 Lbs.

Ques. 5 What price ,if any, did he agree to give you?

Ans. I was offered 3 cts, for them right there and he guarenteed me if I would let him have the Peas that they should bring me over 3 cts,

Ques. 6 From the papers in this suit it appears that these P/nuts or some of them at least, were sent to Pinner & Derring of Norfolk, please explain how they came to be sent to Pinner & Derring when you say you turned them over to M. F. Pinner?

Ans. It is understood that the counsel for the defence excepts to the examination of this witness and to the several Questions propounded to him and his answers thereto from the beginning to the end of this deposition.

Ans. According to Pinner's order, it was his order, he sent them there.

Ques. 7 Where and to whom, did you deliver the P/nuts?

Ans. They were put on Mr. S. T. Ellis boat at Exchange, on White Wings, White Wings is the name of the boat.

Ques. 8 To whom was the boat requested to deliver them at Norfolk?

Ans. To Pinner & Derring.

Ques. 9 At whose request were they to be delivered to Pinner & Derring?

Ans. At request of Filmore Pinner. I wanted to sell them right there, he said they would net him more.

Ques. 10 At the time these Peas were shipped, you owed M. F. Pinner the deed of trust debt of \$300. which you say these P/nuts were to pay, now please state what other money, if any you owed M. F. Pinner at that time?

Ans. About \$100

#3.

Ques. 11 Did you owe Pinner & Derring any money, and if so, tell how much?

Ans. All I got I got from Filmore Pinner.

Ques. 12 You say all you got you got from Filmore Pinner, there is an account filed in these papers showing that some drafts were paid by Pinner & Derring, and showing that Pinner & Derring claims other money for P/nut bags and some other items amounting ^{in all} to ~~more~~ ^{than} \$5^{3.01}~~55~~. Please state whether you owed any of this money to Pinner & Derring, or did you owe it to M. F. Pinner or did you owe part of it to one and part to the other, and when such part as you did owe was paid, if such payment has been made?

Ans. I had all of my dealings with Filmore Pinner, he was to furnish me some money, some times he would arrange with myself and Pinner & Derring and then sometimes he would arrange with myself and Uzzle and Filmore Pinner. I paid MR. Pinner in the fall \$192. or Mr Uzzle did for me, and we arranged a paper, a draft I think for the balance about \$200, he said he wanted to use it in bank.

Ques. 13 Did you get any P/nut bags, and if so, from whom?

Ans. I got some from Mr. Filmore Pinner.

Ques. 14 How were they sent or delivered to you?

Ans. I asked Mr. Pinner for them, the first I got, he sent me down to Charlie Marshalls' near Chuckatuck where he had some, the next he sent to me from Norfolk.

Ques. 15 Did he send them to you from Norfolk, or did he get some one else to send them to you from Norfolk and if so, whom?

Ans. They come on the White Wing and I think he got Pinner & Derring to send them.

Ques. 16 Who was the Pinner in the firm of Pinner & Derring?

Ans. Filmore Pinner, I understood.

#4.

Ques. 17 Did you ever buy anything or order anything from Pinner & Derring, or have any dealings with Pinner & Derring, if so, state what?

Ans. I done all of my business with Pinner & Derring ^{through} ~~with~~ Pinner if I wanted anything I always went to Pinner.

I would go to Pinner for it and I do not know ^{whether he got it from Pinner or not} where he got it

I never did send to Pinner & Derring for anything.

Ques. 19 Please explain fully what you mean by having business with Pinner & Derring through Pinner? remember that your explanation is not intended for any one present but for the court or some commissioner who may not understand the details of this transaction and that is why I ask you to explain fully?

Ans. I mean to say just this, that what transaction I had was with Filmore Pinner if there was anything that come from there ofcourse he sent it, all my dealings was with Mr. Pinner and I expected to settle with him when we got through.

Ques. 20 Were your dealings with M. F. Pinner as a member of the firm of Pinner & Derring or were they with M. F. Pinner individually? and when you say all along that your dealing were with Mr. Filmore Pinner do you mean that those dealing were with him as a member of the firm of Pinner & Derring or were they with him individually?

Ans They were with him individually.

Ques. 21 Did you have any dealings what ever with Filmore Pinner as a member of the firm of Pinner & Derring, if so, state it?

Ans. I dont know that I understand you.

Ques. 22 You have said that your dealings were with M. F. Pinner as an individual and not as ^a member of the firm of ^{the} Pinner & Derring what the last question means is, were all your dealings that way or were they partly that way and partly as a member of the firm?

#5.

Ans. I meant to say that I had all of mine with Filmore Pinner

Ques. 23 You have said that at the time the P/nuts were shipped at Exchange you owed Pinner the deed of trust debt of \$300. and another debt of not more than \$100. Please explain how you owed the \$100. ?

Ans. The \$100, was for P/nut bags and for money that was furnished on some paper, drafts, I wanted money to pick off peas and would go to him and if he did not have the money he would fix it in a draft and get it from the bank. Some of it is for bags and some for ~~drafts~~ money, drafts that he let me have at different time, one for \$15. and another for \$10.7⁵ that I remember, there is one for \$20/ that apart of it is for P/nut bags. The last one I cant say whether it was for \$40 or \$50 but I will tell you what I do reccollect very distinct when I got it he drew up a paper I cant say whether it was in draft shape or ^a note and he said that if I did not sign it that he would not give me the money, I had just about wound up picking off peas and the hands were waiting for the money and I wanted to go home and pay them off and he exacted me to sign it as security in case he did not get the peas and I held off some time before I would sign it and after awhile I signed it and said that ^{when} we come to settle that I would know what it was for and he would hand it over to me and would not try to collect it provided he got the peas.

Ques. 24 In what year were these drafts or notes which go into the \$100, item made?

Ans. They were made in -88.

Ques. 25 How do you get at the \$100, or about \$100,?

Ans. I get it from memory and from picking off 198 bags of P/nuts

Ques. 26 Please explain more fully what you mean when you say

I got it from my memory and from picking off P/nuts?

\$6

Ans. When I got through with what drafts I had and the P/nuts it amounted to about \$100, that is about as well as I can explain it.

Ques. 27 Of the \$100, item did you get any money in cash from Pinner?

Ans. I never got any cash or check but it was all in that way by drafts.

Ques 28 What was the money you got on these 1888 drafts all used for?

Ans. For picking off peas ^{and for boys} That \$10.75 as well as my memory serves me was to pay for brandy license.

Ques. 29 Nathaniel Pitman your brother says in his depositions that he worked with you one year or appt of 1 year on the farm farm known as the Briggs' farm owned at that time by J. W. Hall please state what year that was?

Ans. That was in -87

Ques 30 Mr. Young reports Mr. M. P. Pinner as saying that the deed of trust debt of \$300, was for a balance due by you to him from some business

Ques 30 Along with report of commissioner Young are filed some depositions in which Mr. Pinner says that the consideration for the deed of trust debt was for a balance due by you on account of some brandy business, is that correct?

Ans. It's not.

Ques. 31 I understand you to admit that you had owed Pinner some money on account of a brandy business carried on in 1887, now state whether or not this brandy business had been settled and whether you had paid Pinner all you owed on that business before the deed of trust was ever mentioned to you?

Ans. I had paid him. I paid along about the latter part of Octo-

#7.

ber 1887. If I had known that he was going to treat me as bad as he has done I would not have done as I have done, I mean I would not have paid him. In this brandy business we started out as partners and we lost right heavy into it and he was to furnish the money which he furnished in drafts as I have stated I told him that I did not want him to lose anything by me. He told me to go around and engage the apples which I did and there come a rainy week and a blow and blowed the apples down and the people rushed them there on me and they went through a rot and I could not get any strength out of them and there is where the loss came in, and I told him that I did not want him to lose anything and to satisfy him I would try and refund the money back, which I did.

Ques. 32 You have said that Pinner agreed to furnish you money to make brandy and also afterwards agreed to furnish money to pay for picking off P/nuts and P/nut bags and that all the money furnished was gotten by you on drafts or papers which he gave you and that he paid you no money in cash. Now to Whom did you owe for the money gotten on these drafts?

Ans. The paper was signed by myself and Pinner and some times Derring. I meant Pinner & Derring, all that we used Mr. Uzzle took them and had them discounted at the bank to make them a little stronger. I would say I was going to speak about when we had that settlement he promised to return the drafts to me and he never done it and with the lien he got for the rent makes \$600 worth of paper that he has got against me that I have never derived any benefit from. Cross examined by Judge Kilby.

Ques. 33 What did P/nuts sell for ⁱⁿ 1887 & 1888?

Ans. P/nuts in -87 sold at Exchange it depended upon quality goods ones sold, the best sold for 3 1/4 I was ^{offered} 3 1/4 for mine

~~for~~ aportion of them. I was offered 3 cts, to take the whole lot thro ugh in 1887 and when I got through picking off in 1888 , 3 cts, just the same.

Ques. 34 For what quanity were you offered 3 1/4?

Ans. I suppose there was about 25 bags of them.

Ques. 35 What became of your P/nuts?

Ans. I turned them over to Filmore Pinner.

Ques 36 To whom were they shipped?

Ans. Mr. Filmore Pinner directed me to send them to Pinner & Derring for him.

Ques. 37 Did you so ship them?

Ans. I did according to his order.

Ques. 38 For what price were they sold by Pinner & Derring?

Ans. I dont know what they sold for but he guarenteed me that they should net me more than I could get at Exchange and Uzzle offered me 3 cts in his presence and he said I can get more than that out of them.

Ques. 39 Did Pinner & Derring render to you account of the sales of the P/nuts?

Ans. I dont know whether they have or not. I think they did ~~at~~ ~~but~~ but dont now remeber what the prices were.

Ques. 40 Have you ever tried to ascertain from Pinner & Derring the prices for which they sold?

Ans. I tried to get a settlement from Mr. Pinner for them but I could never get any settlement.

Ques. 41 Why did you try to get a settlement with Mr. Pinner for P/nuts shipped Pinner & Derring?

Ans. I delivered the P/nuts to M. F. Pinner and I was trying to get a settlement with him.

Ques. 42 Why did you not go to see Mr. Derring or his salesman or

his bookkeeper or some other person connected with the firm of Pinner & Derring to ascertain what your P/nuts sold for after you had repeatedly failed to get the information from Mr. Pinner?

Ans. Mr. Pinner was the man that I commenced with and the man that I wanted to settle with.

Ques. 43 Would it not materially ^{have} helped you in your settlement with Pinner to have found out before hand what the P/nuts sold for?

Ans. Pinner had promised me that they should net me more than I could get at Exchange therefore I wanted him to settle with me.

Ques. 44 Then you proposed to rely entirely upon Mr. Pinner with reference to the sale of the P/nuts?

Ans. I did.

Ques. 45 From Whom did you get your P/nut bags?

Ans. I got some from M. F. Pinner and some from John Uzzle.

Ques. 46 What quantity from Mr. Pinner and what quantity from Mr. Uzzle?

Ans. I could not say correctly but I think about 100 from Pinner and the balance from Uzzle.

Ques. 48 Where did Uzzle get the bags that he furnished you?

Ans. I dont know sir.

Ques. 49 Where did Pinner get those he furnished?

Ans. I dont know where he got them from, they might have come from Pinner & Derring, I got some of them from Marshalls I know some of them came up on the boat called the White Wing.

Ques. 50 Was it the rent that you owed Mr. Hall for 1887 that Hall assigned to Pinner or Pinner & Derring?

Ans. Yes it was the -87 rent.

Ques. 51 Now then were the P/nuts ^{made in 1887} for ~~that year~~ to go to pay this rent?

Ans. It was to go pay the 1887 rent.

#10

Ques. 52 When you say that you dealt with Filmore Pinner individually, do you mean that he supplied you with ^{his individual} money or paid the drafts out of his individual money or the money of Pinner & Derring?

Ans. I never got any money from him except through those drafts I suppose the drafts must have been his.

Ques. 53 Did he pay these drafts out of his own individual money or out of the money of Pinner & Derring?

Ans. I dont know but I suppose they were paid out his own private money, I heard him say they were.

~~Ques. 54~~

And further this deponent sayeth not.

J. D. Titman

Pitman Sal.

vs. } In Chy

Primer Sal.

Exceptions of M. F.
Primer Sal. to the
Report of Court, A. P.
Young, filed 9th. April
1895

Over-ruled 4
Sept. 1895

that the said John D. Pitman had bargained to sell and sold to Nathaniel Pitman the land in the deed of trust aforesaid mentioned and that the said Nathaniel Pitman had ~~not~~ ~~there~~ theretofore, paid the said John D. Pitman four hundred dollars of the \$500, which he had agreed to pay for said land."

The exceptors deny that said M. F. Primer or Meritt Briggs, Trustee had any such notice as that mentioned above, and that the evidence taken by said Commissioner or the law in the case sustains said Commissioner in ^{his} report aforesaid.

Therefore, and for other reasons, the exceptors except to said ^{part of said} report and pray that the ^{said report} ~~same~~ be not confirmed in so far as the same is herein excepted to.

M. F. Primer
Meritt Briggs, Trustee
By Wilbur J. Kilby, Atty.

22 April 1895

In the Circuit Court of the County
of Isle of Wight;

John D. Pitman and Nathaniel
Pitman . Complainants

vs.

M. F. Primer and Merritt Briggs,
Trustee. Defendants.

The exceptions of the defendants,
M. F. Primer and Merritt Briggs,
Trustee, to the report of Commission-
er. Nathl. P. Young, filed on the
9th day of April 1895 in the cause
in Chancery pending in the Circuit
Court of Isle of Wight County be-
tween John D. Pitman and Nath-
aniel Pitman, Complainants and
M. F. Primer and Merritt Briggs,
Trustee, defendants;

The exceptions except ^{all that parts of} to ^{said} Report ~~for the reason that~~ ^{wherein} the
said Commissioner has, ~~in said~~
~~report~~, contrary to the evidence be-
fore him and the law of the
case, reported "that the said
M. F. Primer, before the execution
of the deed of trust mentioned in
said report and filed with the pa-
pers in said cause, had notice

Nov 4, 1895

Sold to J. H. Hoggell \$8.50
No. 11. 11. 11. 11. 11.

REAL ESTATE For Sale at Auction!

By authority of a decree pronounced on the 4th day of September, 1895, in the chancery cause pending in the Circuit Court of the county of Isle of Wight, Virginia, between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, I shall sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, NOVEMBER 4, 1895,

the following real estate, to wit:

All that certain tract or parcel of land situated in Newport Magisterial district, in said county, on the east side of the county road leading from Suffolk to Isle of Wight Courthouse, containing 143 acres, more or less, and bounded on the north by the land of James W. Hall, formerly William L. Daughtrey, James W. Hall and John M. Cowling; on the east by the northern end of Comfort B. Lyon's mill-pond, or the land of John B. Newman, formerly the heirs of Levi Ricks; on the south by the land of Alex. Lee Saunders, formerly John D. Pitman, and on the west by said road, or the land of Townsend Phifer, formerly Thomas J. Saunders, but lately Tazewell J. Saunders.

 **TERMS: CASH.** 

WILBUR J. KILBY,

ROBT. A. EDWARDS, CRIER.

SPECIAL COMMISSIONER.

I, NATHANIEL P. YOUNG, Clerk of the Circuit Court of Isle of Wight county, Virginia, do certify that the bond required of Wilbur J. Kilby as special commissioner under the decree of said Court made on the 4th day of September, 1895, in the chancery cause pending in said court between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, has been executed with security deemed sufficient by me.

Given under my hand this 10th day of October, 1895.

N. P. YOUNG, CLERK.

Pitman fals.

vs. } In Chy.

Pinner fals.

Report of disburse-
ments under de-
cree of 27 April
1896

Filed in the clerk's office
of Sale of High Court Court
October 8th 1896.

Confirmed 26.
Octo. 1896

1897 April 26. Received of ~~the~~
A. Young, Clerk of the Circuit Court
of Isle of Wight County, the certifi-
cate of the Farmers Bank of
Chausemand showing the deposit
in said Bank of the sum of
\$121⁶⁹ as stated in the foregoing
Report - which said certificate has
been received by me for the pur-
poses mentioned in the decree this
day entered in the Chancery cause
pending in said court between
Pitman &als. vs. Primer &als. -
said certificate having been filed
with the foregoing report.

Wilbur J. Kilby
Special Commr.

Your Commissioner further reports that he has made to Elizabeth J. Myzelle a deed with special warranty in the usual form conveying to her the parcel of land purchased by her under proceedings in said cause.

Respectfully submitted this 8th. day of October 1896

Wilbur J. Kilby,
Special Court.

Received of Wilbur J. Kilby, Special Court. One hundred and eighty-one dollars as charged in the foregoing report.

Wilbur J. Kilby,
Atty. for Millard F. Pinner.

brot. on.	17 70	385 00
To paid Robt. A. Edwards, for services as enier at said sale,	5 00	
" " J. Ed. Booker for printing notices of said sale etc.	6 25	
" " Cathl. P. Young, and others, executors of Cathl. P. Young, late clerk, fees	10 75	
" " Same, fee due Cathl. P. Young Cour, for report filed in said cause	9 00	
" " Wm S. Holland Atty. for plain- tiffs, state tax and taxed fee	16 50	
" " Wm E. Kitchen, Notary Public, for taking depositions in said cause	8 25	
" Fee retained for J. F. Mizzell, witness	1 00	
" " " for Jas. W. Hall "	1 86	
" " " for Geo. W. Benson, for serving notices.	1 00	
" paid Wilbur J. Kilby, Atty. for preparing deed conveying to the purchaser the land sold in said cause	5 00	
" Cash paid Wilbur J. Kilby, Atty. for Millard F. Primer \$100. and interest thereon from the 1 Jan. 1883 to 1 July 1896 81. =	181 00	
" Cash deposited in The Farmers Bank of Havermond	121 69	
	385 00	385 00

missioner has paid all the
 costs of said cause down
 to the 4th day of September 1895
 and the expenses of the sale
 mentioned in said decree and
 to Wilbur J. Kilby, Attorney, for
 Millard F. Primer, the sum of
 one hundred dollars with in-
 terest thereon from the first day of
 January 1883 and has deposited
 the remainder of said sum of
 \$385. to wit, the sum of \$121.⁶⁵
 in The Farmers Bank of Chause-
 mond in Suffolk, Va. payable
 to his order, as said Court may
 direct.

That the following is a
 statement of the disbursements
 made as aforesaid support-
 ed by vouchers herewith re-
 turned, to wit:

Statement

By cash in hand as stated above,			385	00
To 5 per cent cons. on \$300 =	\$15.00			
" 2 " " 85.	1.70	=	16	70
" paid Rob. A. Edwards, shff. fees,	1	00		
	17	70	385	00

In the Circuit Court of the
County of Isle of Wight, Va.
Pitman vs.als.

Against } In Chancery.
Primer vs.als

To Hon. Robert R. Prentiss,
Judge of the Circuit Court of
the County of Isle of Wight:

In pursuance of the decree
of the Circuit Court of the County
of Isle of Wight pronounced on
the 27th. day of April 1896 in
the cause in Chancery in said
Court depending between John
D. Pitman and others, Complain-
ants, and Millard F. Primer
and others, defendants, the un-
dersigned, Special Commission-
er, respectfully reports to
Court as follows:

That out of the sum of
Three hundred and eighty-five
dollars in his hands as stated
in said decree, your com-

Received of Wilbur J. Kilby, Special Commr. Eight and $\frac{25}{100}$ dollars in full of fees due me for services rendered by me as Notary Public in the Chancery cause of Pitman against Primer in the Circuit Court of Isle of Wight County.

\$8.25

W. E. Kitchin

7/6/96

1896 Sept. 25th Received of
Wilbur J. Kilby, Special Commr.
Sixteen \$50/100 dollars in full
of the State tax on the suit of
Pitman Sal. vs. Primer Sal,
and also in full of the tax-
ed fee for myself as attorney
for the Plaintiffs in said suit.

\$16 ⁵⁰/₁₀₀

Wm S. Halland

1896 Sept. Received of Wilbur J. Kilby, Special Comr. Nineteen and $75/100$ dollars in full of fees due to the P. Young, late clerk, to 4th. Sept. 1895 in the suit of Pitman & al. vs. Pitman & al. and also in full of fee of \$9.00 due said Young as Comr. for report made by him and filed in said suit.

Clerk's fees	\$10.75
Comr's "	9.00
Total	\$19.75

St. J. Young exp.
S. J. Young exp.
M. G. Young exp.
of the P. Young

REAL ESTATE FOR SALE AT AUCTION!

By authority of a decree pronounced on the 4th day of September, 1895, in the chancery cause pending in the Circuit Court of the county of Isle of Wight, Virginia, between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, I shall sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, NOVEMBER 4, 1895,

the following real estate, to wit: All that certain tract or parcel of land situated in Newport Magisterial district, in said county, on the east side of the county road leading from Suffolk to Isle of Wight Courthouse, containing 143 acres, more or less, and bounded on the north by the land of James W. Hall, formerly William L. Daughtrey, James W. Hall and John M. Cowling; on the east by the northern end of Comfort B. Lyon's millpond, or the land of John B. Newman, formerly the heirs of Levi Ricks; on the south by the land of Alex. Lee Saunders, formerly John D. Pitman, and on the west by said road, or the land of Townsend Phifer, formerly Thomas J. Saunders, but lately Tazewell J. Saunders.

TERMS—CASH.

WILBUR J. KILBY,
Special Commissioner.

ROBT. A. EDWARDS, Crier.

I, Nathaniel P. Young, Clerk of the Circuit Court of Isle of Wight county, Virginia, do certify that the bond required of Wilbur J. Kilby as special commissioner under the decree of said Court made on the 4th day of September, 1895, in the chancery cause pending in said court between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, has been executed with security deemed sufficient by me.

Given under my hand this 10th day of October, 1895. [2t] N. P. YOUNG, CLERK.

TRANSIENT AD-
SCRIPTIONS
ANNUAL ADVERT-
the Quarter
JOB WORK, C

oted to the Commercial, Agr

Suffolk, Va.,

1895

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for

W J Kilby

Leorn

1895

Oct 14	To Printing 75 Bibles - Adrg	
	Sale of Pittman Land	120
25	Adrg Sale of Pittman Land	
	in Herald 5 in 24	500
		620

Recd Payment J E Booker
June 24 '96

Received of Wilbur J. Kilby,
Special Commr. five dollars for
services as crier at the sale of
the Pitman land and also one
dollar in full of my fees to
5 Sept. 1895 for serving process
in the suit of Pitman Sal.
vs. Primer & al.

\$ 5.00
1.00

6.00

Ro A Edwards Sff.
& Crier.

Pitman & als.

vs. } In Chy.

Primer & als.

Report of sale of
land under de-
cree of 4 Sept. 1895.

Filed April 13th
1896.

REAL ESTATE For Sale at Auction!

By authority of a decree pronounced on the 4th day of September, 1895, in the chancery cause pending in the Circuit Court of the county of Isle of Wight, Virginia, between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, I shall sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, NOVEMBER 4, 1895,

the following real estate, to wit:

All that certain tract or parcel of land situated in Newport Magisterial district, in said county, on the east side of the county road leading from Suffolk to Isle of Wight Courthouse, containing 143 acres, more or less, and bounded on the north by the land of James W. Hall, formerly William L. Daughtrey, James W. Hall and John M. Cowling; on the east by the northern end of Comfort B. Lyon's mill-pond, or the land of John B. Newman, formerly the heirs of Levi Ricks; on the south by the land of Alex. Lee Saunders, formerly John D. Pitman, and on the west by said road, or the land of Townsend Phifer, formerly Thomas J. Saunders, but lately Tazewell J. Saunders.

 **TERMS: CASH.** 

WILBUR J. KILBY,

ROBT. A. EDWARDS, CRIER.

SPECIAL COMMISSIONER.

I, NATHANIEL P. YOUNG, Clerk of the Circuit Court of Isle of Wight county, Virginia, do certify that the bond required of Wilbur J. Kilby as special commissioner under the decree of said Court made on the 4th day of September, 1895, in the chancery cause pending in said court between John D. Pitman and al., complainants, and Millard F. Pinner and al., defendants, has been executed with security deemed sufficient by me.

Given under my hand this 10th day of October, 1895.

N. P. YOUNG, CLERK.

Nathaniel P. Young
 I, ~~NATHAN P. GOMER~~, Clerk of the Circuit Court of ~~Nansemond~~ *Isle of Wight* County, Virginia,
 do certify that the bond required of *Wilbur J. Kirby*
 _____ as Special Commissioner under the decree of said Court
 made on the *4th* day of *September*, 189*5*, in the Chancery cause pending
 in said court between *John D. Pitman & al.*
 _____, complainant *S.*, and *Millard F. Pinner*
& al. _____, defendant *S.*,
 has been executed with security deemed sufficient by me.

Given under my hand this *10th* day of *October*, 189*5*.

N. P. Young, Clerk.

1 various public places in said County
2 and by publication of the notice once
3 a week for two successive weeks in
4 the "Suffolk Herald", a newspaper
5 printed and published in the Town
6 of Suffolk in the County of Chausemum
7 adjoining said County of Isle of Wight;

8 That Your Commissioner also be-
9 fore making said sale, or adver-
10 tising said land for sale, executed
11 the bond required of him by said
12 decree and obtained of the clerk of
13 said Circuit Court a certificate
14 of the due execution thereof and
15 appended a copy of such certificate
16 to the advertisement of said sale:

17 That said certificate and a
18 copy of said advertisement are
19 herewith returned:

20 Respectfully submitted this 4th.
21 day of January 1896.

22 Wilbur J. Kilby,
23 Special Commissioner.
24
25
26
27
28
29
30
31
32

1 That said land was sold for
2 cash by public auction before the
3 courthouse door of said County on
4 county-court day, Monday, the 4th,
5 day of November 1895, the said
6 Elizabeth J. Mzzell becoming the
7 purchaser as aforesaid;

8 That the title to said land
9 has been retained until the
10 further order of Court;

11 That the said sum of three
12 hundred and eighty-five dollars
13 is in the hands of Your Commis-
14 sioner subject to the order of Court;

15 That prior to the advertisement
16 of said sale, the period of thirty
17 days and more from the date of
18 said decree had expired and
19 the complainants in said cause, John
20 D. Pitman and Nathaniel Pitman, had
21 failed within that period to pay the
22 sum of one hundred dollars which
23 by said decree they had been direct-
24 ed to pay with interest thereon from
25 the first day of January 1883;

26 That before proceeding to make
27 said sale Your Commissioner gave
28 notice of the time, place and terms
29 of the sale by printed notices posted
30 more than two weeks in the neigh-
31 borhood of said land, at the court-
32 house door of said county, and at

In the Circuit Court of the
County of Isle of Wight, Virginia:

John D. Pitman &als. Complainants

Against } In Chancery.

Millard F. Primer &als.

To the Circuit Court of the County
of Isle of Wight, Virginia:

In pursuance of the decree
pronounced by Hon. Robert R. Prentiss
Judge of the Circuit Court for the County
of Isle of Wight, in vacation, on the
4th day of September 1895, in the
Chancery Cause, pending in said
court between John D. Pitman and
others, Complainants, and Millard F.
Primer and others, Defendants, the
undersigned, Wilbur J. Kilby, Spe-
cial Commissioner, appointed for the
purposes mentioned in said decree,
respectfully reports to Court as
follows:

That Your Commissioner has
sold the parcel of land or real
estate, mentioned in said decree,
to Elizabeth J. Mzzelle wife of John
F. Mzzelle, the highest bidder, for
the sum of three hundred and
eighty five (385) dollars:

Ottman et al.
vs. $\frac{3}{8}$ Mc Clus.
Pinner et al.

Report of Comm. Young
under decision of Aprl
27. 1890.

Filed May 29. 1890.

Confirmed 26. April
1897

and report to the court all debts due by or claimed against the complainant Nathaniel Pitman constituting liens upon the real estate sold under a decree of said court, together with the names of the holders thereof, the amounts thereof, the dates and the interest due thereon, according to their respective dignities and priorities, together with any matter specially stated, deemed pertinent by himself or required by any of the parties to be so stated, Your commissioner reports to the court that on the 11th day of May 1896, he issued notices to the parties, plaintiffs and defendants, that he had fixed upon the 28th day of May 1896, to execute said decree at his office, and requiring them to attend. That said notices were duly served and returned to your commissioner. That on the day so fixed upon, being the date of this report, your commissioner, from evidence before him, made up and completed the foregoing statement, which shows the total liens on said land to be \$442.22, of which the debt due to Maria A. Jones is of first priority, and all the other debts are of equal and second priority, and all said debts are of equal dignity.

Given under my hand as a commissioner in Chancery of said Circuit Court, the day and year first herein written.

J. O. Young Comr.

Commis. fee	\$6.00
Att. Co. St. fee	1.40
Shuff. & of Wight fee	1.00
Rev. Nanc. & Pat ^e	1.02
with before Comr.	\$8.42

2nd.

Amount of fees brought on
A debt due to C. F. Primer by
judgment of a justice on the
26th day of June 1886, and docketed
in the Clerk's office of the County
Court of Isle of Wight County on
2nd day of February 1891, for
Interest thereon from the 8th day
of April 1885, to the 28th of May 1890,
Costs of warrant & judgment

42 66

28 57

1 00

\$ 72 17

2nd

A debt due to C. F. Primer by
judgment of justice on 26th day
of June 1886, and docketed in
the Clerk's office of the County
Court of Isle of Wight County on
the 2nd day of February 1891, for
Interest thereon from the 2nd day
of June 1885, to 28th day of May 1890,
Costs of warrant & judgment

7 00

5 03

1 00

13 03

Total amt. of fees on hand

\$ 442 22

Commissioners office, Isle of Wight County,

May 28th 1890.

To the Circuit Court of Isle of Wight County,

Pursuant to a decree of the said Circuit Court,
rendered on the 2nd day of April 1890, in a
suit in Chancery depending in said court
wherein J. D. Pitman and Nathaniel Pitman
are plaintiffs, and M. F. Primer, and Elliot
Briggs, trustee, are defendants, directing one
of the Commissioners of said court to ascertain

A statement of all debts due by or claims against Nathaniel Putnam, a plaintiff in the suit of Putnam et. al., against Primer et al.; depending in the circuit court of Isle of Wight County, constituting liens upon the real estate sold under a decree in said cause, together with the names of the holders thereof, the amounts thereof, their dates and the interest thereon, and their dignities and priorities.

1st.	A debt due Marila A. Jones of Interest thereon from the 19 th day of November 1883, to the 28 th day of May 1896. (This debt is secured by a Mortgage dated on the 19 th -day of November 1883, and recorded in the clerk's office of the County Court of Isle of Wight County, on the 19 th -day of November 1883.)	125 00 93 95	218 95
2nd.	A debt due to C. F. Primer by judgment of a justice on the 5 th day of June 1886, and docketed in the clerk's office of Isle of Wight County Court on the 27 th -day of February 1891, for Interest thereon from the 15 th day of March 1884, to the 28 th day of May 1896. Costs of warrant & judgment. Amount of liens for...	78 00 57 07 1 00	136 07 \$354 02

Pitman sal.

vs. } In Chy.

Primer sal.

Report of distribution under
decree of 26th.
April 1897

Filed and
confirmed 24th.
April 1899

herewith returned and the following statement, to wit:

By cash received of said Bank as above-stated.			121 69
" Interest			7 46
To paid Chas. P. Young's Ex'ors, his fee for Report filed by him as Comr. in said cause, per sect.	6		
" " Same, the fees due said Chas. P. Young, as clerk.		40	
" " Chas. F. Young, clerk, his fees		4 39	
" " Rob. A. Edwards, Sheriff of Isle of Wight County, his fees		1 00	
" " Alex. H. Baker, Sheriff of Hansemond County, his fees,		1 02	
" " John W. Roberts Treasurer, State and County taxes for 1898 on the money received by the undersigned as above-stated.		1 06	
" " paid Robt. A. Edwards, Sheriff and Personal Representative of Manila A. Jones on account of her claim as above-stated.		115 28	
		129 15	129 15

Respectfully submitted this 29th day of November 1898,
 Wilbur J. Kilby, Special Comr.

icate, mentioned in said decree, showing the sum of one hundred and twenty-one dollars and sixty-nine cents deposited in the The Farmers Bank of Chausemond to the credit of said cause: that he has given said clerk a receipt for said certificate to be filed with the papers in said cause; that he has collected of said Bank the said sum of money with the interest due thereon and has delivered said certificate to it: that out of said sum of money and interest he has paid all unpaid costs of said cause: and that the remainder of said money and interest has been paid to Robert A. Edwards, Sheriff of said County and Personal Representative of Manila A. Jones, on account of her claim against Nathaniel Pitman for the principal sum of one hundred and twenty-five dollars, as will more fully appear by the vouchers

Virginia:
Circuit Court for the County
of Isle of Wight, to wit:

Pitman & als.

Against } In Chancery
Primer & als.

To Hon. Robert R. Prentiss, Judge
of the Circuit Court for the
County of Isle of Wight:

In pursuance of the decree
of the Circuit Court for the County
of Isle of Wight in the State
of Virginia, pronounced on the
26th. day of April 1897 in the
cause in chancery in said
Court depending between John
D. Pitman and others, Com-
plainants, and Millard F.
Primer and others, Defend-
ants, the undersigned, Wil-
bur J. Kilby, Special Com-
missioner, respectfully reports
to Court, as follows:

That he has received of the
clerk of said Court the certif-

In the County Court of Isle of Wight County,

March
~~February~~, 10th. 1898.

On the motion of Madison M. Jones, it is ordered that the estate of Marila A. Jones, be committed to the hands of Ro. A. Edwards, sheriff of this county, for administration.

A copy,

Teste,

A. J. Young *cc*

1898 March 16. Received of
Wilbur J. Kilby, Special Commr.
One hundred and fifteen and
 $\frac{28}{100}$ dollars on account of the
claim of Marila A. Jones against
Cathaniel Pitman for the princi-
pal sum of \$125.⁰⁰, as stated in
the report of Commr. Cathl. P. Young
filed on the 29th. day of May 1896
in the Chancery Cause of Pitman
&als vs. Primmer &al, pending
in the Circuit Court of Isle of
Wright County.

\$115.²⁸

Ro A Edwards
Shff & adur of
Marila A Jones &als

Mr. *W. J. Ruby* Comr Pitman, Windsor District,

vs. Turner

No. _____

1898.

To JOHN W. ROBERTS, Treasurer of Isle of Wight County, Va., Dr.

SUBJECTS OF TAXATION.	State Tax 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 40c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 5c. on \$100.	TOTAL TAX.
To _____ acres Land, value \$ _____							
" _____ acres Land, value \$ _____							
" _____ acres Land, value \$ _____							
" _____ acres Land, value \$ _____							
" Personal Property, value \$ <i>120</i>	<i>36</i>	<i>12</i>	<i>40</i>	<i>6</i>	<i>6</i>	<i>6</i>	
" Capitation Taxes _____	<i>1 00</i>		<i>50</i>				
" Income _____ \$ _____							<i>1 06</i>
Total _____							
5 per cent. additional _____							
Total _____							

Received payment

day of

189

Treasurer,

Per

Received of Wilbur J. Kilby, Special Commr. One dollar and two cents, fees due me in the suit of Pitman vs. Primer & al.

\$1 ⁰²/₁₀₀

A. B. Baker
Sheriff

Received of Wilbur J. Kilby, Special
Comm. One dollar in full of fees
due me in the chancery suit
of Pitman vs. Primmer Sal.

\$1 00

Re A. Edwards Esq

Received of Wilbur J. Kilby, Special
Counr. Four and $\frac{39}{100}$ dollars in
full of fees due me and tax-
ed as part of the costs in the
chancery suit of Pitman vs. Prin-
ner tal.

\$4. 39

N. J. Young & Co.

Received of Wilbur J. Kilby Special Comr. Six and 40/100 dollars, of which the sum of forty cents is in full of fees due Nathl. P. Young, late Clerk of Court, in the Chancery suit of Pitman vs. Primer & al, and the remainder, to wit, the sum of six dollars is in full of fee due said Young for Report made by him as Comr. and filed in said suit.

\$6.40

N. P. Young exor
of N. P. Young decd.

Pitman Jno. D. et. als.

Vs.

Pinner M Fildes

ROUGH DECREE.

To be entered.

C W Sturtevant
Oct 23, 1885

Entered 14

Pitman Jno. D. et. als.

Vs.

Primer M. F. et. al.

This cause came on this day on the bill and answer of the defendants with general replication thereto and was argued by counsel, and it appearing to the court by said bill and answer that the amount of the debt secured by the deed of trust alluded ^{to} in said bill and answer is uncertain and unascertained, the court doth adjudge order and decree that one of the Master Commissioners of this court enquire, take, state and report an account between the plaintiffs and defendants showing the amount, if anything, due on said debt secured by said deed of trust, and to enquire and report whether or not the plaintiff Nathaniel Pitman purchased the land conveyed in said deed of trust, and if so, what amount he has paid on the purchase price, and whether or not the defendants or either of them had notice actual or constructive at or before the execution of said deed of trust, *as any other matter claimed pertinent by either party or by said Commission.*

Pitman sal.

vs. } In Chy

Primer sal.

In the Circuit Court
of Isle of Wight County
Va. 22 April 1895

Order

To be entered.

Robert T. Jenkins

Entered 11

We consent to this or-
der.
W. J. Kilby, atty. for the
defendants.

W. S. Holland

Pitman Sal.

vs.

Primer Sal.

On motion of the defendants, by their counsel, leave is given them to file exceptions to the report of Commissioner, Nathaniel P. Young, filed in this cause on the 9th day of April 1895 and the said exceptions are accordingly filed; and thereupon with the consent of the parties, ~~to this cause~~ now entered of record, it is ordered that this cause, after reasonable notice to the ~~defendant~~, Plaintiff, John D. Pitman, may be submitted to the judge of this court for such decision and decree therein in vacation as might be made in term and to have the same force and effect as if made and entered in term.

And the cause is continued

Pitman & al.

vs. } In Chy.

Primer & al

In the Circuit
Court of Isle of Wight
County, Va.

In Vacation

Sept. 4, 1895

Decree

To be entered

Robert D. Antis

Received and
entered 6. Sept.
1895.

John A. O. Young & Co.
Chy. O. W. W. O. J. 20.

1 But before proceeding to sell said land
2 said Special Commissioner will adver-
3 tise the time, place and terms of the sale
4 by printed notices and publication of
5 the notice once or twice in some con-
6 venient newspaper and will execute
7 ~~before the clerk of H~~ a bond in the pen-
8 alty of five hundred dollars with good
9 personal security payable to the Com-
10 monwealth of Virginia and conditioned
11 for the faithful discharge of his duties
12 under this decree and all other de-
13 crees he may be required to execute
14 in this cause, and will obtain ~~at~~
15 a certificate of the due execution of
16 said bond and append the same or a
17 copy thereof to the advertisement of
18 the sale, and make report to court of
19 his transactions under this decree.

20 Robert T. Hunt
21 Judge
22
23
24
25
26
27
28
29
30
31
32

1 trust specified and as will appear by
2 reference to a copy of said deed of trust
3 filed as "Exhibit A" with said Bill; ~~and~~
4 that said sum of three hundred dol-
5 lars is still due and unpaid; and
6 the Judge of said Circuit Court being
7 of the opinion that there is a lien
8 upon said land for the payment
9 of said sum of one hundred dollars
10 and interest thereon, it is adjudged
11 ordered and decreed that the said
12 John D. Pitman and Catharine Pit-
13 man do pay to the defendant Mil-
14 lard P. Primer, or his attorney, the
15 said sum of one hundred dollars
16 with interest thereon from the first
17 day of January 1883 till paid, ~~and~~
18 ~~the costs of this his costs~~, and if
19 they shall fail or refuse to do so for thirty
20 days from the date of this decree, then
21 it is further adjudged, ordered and de-
22 creed that the said land be sold and
23 subjected to the payment of said sum
24 of one hundred dollars ^{and} interest thereon,
25 ~~and costs~~, and that Wilbur J. Kilby
26 who is hereby appointed Special Com-
27 missioner for the purpose do proceed
28 to sell the same ~~at~~ by public auction
29 for cash before the courthouse door of
30 said county on some county-court day
31 retaining the title until the further
32 order of court.

1 ~~court" he and the same is hereby dis-~~
2 ~~solved.~~

3 And it appearing from the record in
4 this cause that in the fall of the year 1882
5 the complainant, John D. Pitman, sold the
6 said land to the complainant, Nathaniel
7 Pitman for five hundred dollars; that
8 said Nathaniel Pitman has paid the said
9 John D. Pitman four hundred dollars, part
10 of said sum of five hundred dollars, leav-
11 ing the balance, ~~there to wit~~ namely,
12 the sum of one hundred dollars still
13 due and unpaid; that said land has
14 not been conveyed by said John D.
15 Pitman by deed or otherwise to said
16 Nathaniel Pitman; that the said John
17 D. Pitman has retained the title to
18 said land ~~with the~~ as security for
19 the payment of said sum of one hun-
20 dred dollars; that the interest of
21 said John D. Pitman in said land
22 thus retained was conveyed by him
23 and his wife, Fannie O. Pitman to
24 Meritt Briggs, trustee, by their deed of
25 trust made the 16th day of January
26 1888 and recorded the 9th day of February
27 1888 in the office of the clerk of the County-
28 court of said county to secure to the de-
29 fendant, Millard F. Primer, the payment
30 of the sum of three hundred dollars due
31 and payable to him by said John D.
32 Pitman and wife as in said deed of

1 the sale of the land mentioned in said
2 Bill for the satisfaction of the debt mov-
3 ed and allowed in said cause in favor
4 of said Millard F. Primer and to deter-
5 mine and decide all the issues involved
6 herein and render such decision and
7 pronounce such decree herein as might
8 be made herein in term to have the same
9 force and effect as if made and en-
10 tered in term, and was argued by
11 counsel;

12 On consideration whereof it
13 is adjudged, ordered and decreed
14 that the said exceptions taken to said
15 Report of Commissioner Nathaniel P. Young
16 be ~~and the same~~ over-ruled and that
17 said report be, in all respects, ratified
18 approved and confirmed.

19 ~~And on the motion of the defend-~~
20 ~~ants by their counsel, it is further~~
21 ~~adjudged, ordered and decreed that~~
22 ~~the injunction awarded the complain-~~
23 ~~ants on the 29th day of May 1889 in ac-~~
24 ~~cordance with the prayer of said Bill~~
25 ~~"to prohibit and restrain Millard F.~~
26 ~~Primer and Merritt Briggs, trustee" (the~~
27 ~~defendants), "their employees, agents and~~
28 ~~attorneys from selling the tract of land~~
29 ~~in the Bill and proceedings mention-~~
30 ~~ed and from further proceeding to fore-~~
31 ~~close said the deed of trust" mentioned~~
32 ~~in said bill "till the further order of~~

In Vacation: In the Circuit Court
of Isle of Wight County on the
4th day of September 1895.
Pitman, John D. vs.
Pinner, Millard F. vs.

This cause heretofore heard on
the Bill of the Complainants, and
the answer of the defendant, Mil-
lard F. Pinner with general re-
plication to said answer, ^{on the Bill} and
taken for confessed as to the defend-
ant, Meritt Briggs. Master, on whom
process had been duly served, he still
failing to appear and plead, answer or
demur to the said Bill, came on this day
in vacation to be again heard on the
papers formerly read, on the Report of
Commissioner, Nathaniel P. Young filed
on the 9th day of April 1895, on the ex-
ceptions of the defendants, Millard F.
Pinner and Meritt Briggs. Master taken
to said report and filed on the 22-
day of April 1895, on the examinations
of witnesses, and on the notice giv-
en by the defendants and served on
the Complainant, John D. Pitman on
the 11th day of June 1895 to the effect
that the defendants would on the 13th,
day of June 1895 move the Hon. Robert
R. Prentiss, Judge of the Circuit Court of
Isle of Wight County, Virginia, to dissolve
the injunction granted herein on the
29th day of May 1889 and at the same
time to pronounce a decree directing

Pittman & als
vs $\frac{1}{3}$ In chg
Pinnus & als

Copy of Decree
entered April 22nd
1894,

For act. 1.

Notes to Tokyo act,
if: 11. May 1890, to
28. 1 comm,

thereon according to their respective
dignities, and priorities together with
any matter specially stated deemed
pertinent by himself or required by
any of the parties to be so stated.

Attest N. P. Young clk
by A. G. Young Deputy

for the complainants. John. B. Pitman, and Nathaniel Pitman, and to constitute a lien on said real estate sold as aforesaid.

And the said Commissioner will retain the remainder of said sum of three hundred and eighty five dollars in his hands until the further order of Court, and will make report to Court of his proceedings under this decree.

And the Court doth further adjudge order and decree that said Special Commissioner Wilbur. J. Kilby do make to Elizabeth. J. McGill, a deed with special warranty in the usual form conveying said real estate to her, she being the purchaser thereof, and having paid the entire purchase money as stated in said report.

And the Court doth further adjudge order and decree that the papers in this cause be referred to one of the Commissioners of this Court who is directed to ascertain and report to Court all debts due by or claims against the complainant Nathaniel Pitman constituting liens upon said real estate sold as aforesaid together with the names of the holders thereof: the amounts thereof: their dates, and the interest due

In the Circuit Court of the County of
Isle of Wight April 27th 1896

Pitman & als.

vs

Primer & als

This cause came on this day to be again heard on the papers formerly read and on the report of Special Commissioner Wilbur J. Kilby, filed on the 19th day of April 1896. (The same being a report of the sale of the real estate mentioned in the papers in pursuance of the decree entered herein on the 4th day of September 1895). And was argued by counsel.

On consideration whereof the Court doth confirm the said report: and sale to which no exception has been taken, and doth adjudge, order & decree that said Wilbur J. Kilby Special Commissioner aforesaid. do pay out of the sum of Three Hundred and eighty five dollars, the proceeds of the sale of said real estate in his hands as stated in said report; all the costs of this cause and the expenses of said sale and to the defendant: Millard F. Primer or his attorney, the sum of one hundred dollars with interest thereon from the 1st day of January 1883, till paid, the same having been heretofore adjudged herein to be payable to said Millard F. Primer

Pitman Sal.

vs. } In Chy.

Pinner Sal.

In the Circuit
Court of Sale of
Wright County. Va.
April 27th. 1896

Deeree

To be entered

Robert R. Prentiss

Entered

stated in said Report.

And the Court doth further
adjudge, order and decree that
the papers in this cause be re-
ferred to one of the Commission-
ers of this Court who is directed
to ascertain and report to Court
all debts due by, or claims a-
gainst, the Complainant, Nathan-
iel Pitman, constituting liens upon
said real estate sold as afore-
said, together with the names of
the holders thereof, the amounts
thereof, their dates, and the in-
terest due thereon according to
their respective dignities and
priorities, together with any other
matter specially stated deemed
pertinent by himself, or required
by ^{of the parties} any ~~party~~ to be so stated,

attorney, the sum of one hundred dollars with interest thereon from the first day of January 1883 till paid, the same having been heretofore, adjudged herein to be ~~due~~ payable ^{said Milford & J. Primer} to ~~them~~ by the Complainants John S. Pitman and Nathaniel Pitman, and to constitute a lien on said real estate sold as aforesaid, and the said Commissioner will retain the remainder of said sum of three hundred and eighty-five dollars in his hands until the further order of Court and will make report to Court of his proceedings under this decree.

And the Court doth further adjudge, order and decree that said Special Commissioner, Wilbur J. Kilby, do make to Elizabeth J. Myzelle a deed with special warranty in the usual form conveying said real estate to her, she being the purchaser thereof ~~as stated in said~~ and having paid the entire purchase-money as

Pitman &als.

vs.

Primer &als.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, filed on the 13th. day of April 1896 (the same being a Report of the sale of the real estate ^{mentioned in the papers} in pursuance of the decree entered herein on the 4th. day of September 1895) and was argued by counsel.

On consideration whereof the Court doth confirm the said Report and sale to which no exception has been taken and doth adjudge, order and decree that said Wilbur J. Kilby, Special Commissioner aforesaid, do pay out of the sum of three hundred and eighty-five dollars ^(the proceeds of the sale of said real estate) in his hands as stated in said report), all the costs and of this cause and the expenses of said sale and to the defendant, Millard F. Primer, or his

Pitman sal,

vs. } In Chy.

Primer sal.

In the County
Court of Isle of
Wight County

26 October 1896

Decree

To be entered

Robert R. Prentiss.

Entire

Pitman Sal.

vs.

Primer Sal.

This cause came on this day to be heard on the papers formerly read and on the Report of Special Commissioner Wilbur J. Kilby, filed on the 8th day of October 1896 (the same being a Report of the disbursement of money in pursuance of the decree entered herein on the 27th day of April 1896) ^{to which no exceptions have been taken} and was argued by counsel.

On consideration whereof the Court doth approve, ratify, and confirm ^{the} said Report, ~~in~~ ~~all respects to which no ex-~~ ~~ception has been taken~~ ~~as~~ and the cause is continued. -

Pitman &als.

vs. } In Chy.

Primer &als.

In the Circuit Court
of Isle of Wight
County.

April 26. 1897

Decree

To be entered

Robert R. Huntis.

Entered

certificate to it.

And said Special Commissioner, Wilbur J. Kilby, will make report to Court of his transactions under this decree.

And the Court doth further adjudge, order and decree that Millard Fillmore Primer, one of the defendants in this cause, recover for the benefit of the The Bank of Commerce of the city of Norfolk, against John D. Pitman, one of the Complainants, the sum of Three hundred and sixty-three and $\frac{75}{100}$ dollars with interest on three hundred dollars part thereof from the ~~first~~ 16th. day of January 1888 till paid, and on sixty-three and $\frac{75}{100}$ dollars, the residue thereof, from the 9th. day of August 1888 till paid, subject to a credit of one hundred and eighty-one dollars paid on the first day of July 1896.

And this cause is continued.

to the credit of this cause and collect or receive said sum of money together with the interest due ~~thereof~~ thereon from said Bank and pay first in full all the unpaid costs of this cause and then pay the remainder to Maria A. Jones, or her personal representative, on account of her claim against Catharine Pitman for the principal sum of one hundred and twenty five dollars as stated ~~and~~ in said Report of Commissioner, Catharine P. Young. And the clerk of this Court will deliver said certificate to said ^{Special} Commissioner, Wilbur J. Kilby for the purposes herein mentioned and take of him a receipt for the same to be filed with the papers in this cause. And said The Farmers Bank of Chausemond will pay said sum of one hundred and twenty-one and $\frac{69}{100}$ dollars and all interest due thereon to said Special Commissioner, Wilbur J. Kilby. who upon the payment of the same to him, will deliver and return said

Pitman & al.

vs.

Primer & al.

This cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner Nathaniel P. Young filed on the 29th day of May 1896 (the same being a Report of the liens on the land of Nathaniel Pitman ~~and~~ ~~under proceedings~~ had herein mentioned and described in the papers herein in pursuance of the decree entered herein on the 27th day of April 1896), and was argued by counsel.

On consideration whereof the Court doth confirm the said Report to which no exception has been taken and doth adjudge, order and decree that Wilbur J. Kilby, Special Commissioner, do receive of the clerk of this Court ^{of the Farmers Bank of Champaign} the certificate, filed with his report in this cause on the 27th day of April 1896, showing the sum of one hundred and twenty-one and $69/100$ dollars deposited in said Bank

Pitman Sal.

v. } In Chy.

Primer Sal.

In the Circuit
Court of Isle
of Wight County
April 24, 1899

Final decree
To be entered

Robert R. Mentis

Pitman Sal.

vs.

Primer Sal.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, filed this day by leave of the Court (the same being a Report of the disbursement of money in pursuance of the decree entered herein on the 26th. day of April 1897), and was argued by counsel.

On consideration whereof the Court doth approve and confirm said Report to which no exception has been taken, and doth adjudge, order and decree that the proceedings had in this cause be final and binding between the parties,

and, nothing more remaining to be done herein, it is ordered that this cause be removed from the docket.

Jno. D. Patman et al.
vs Copy Deed.
of trust.
Wm Briggs, trustee

Exhibit "A"

according to the law governing trust
sales.

Witness the following signatures & seals

J. D. Pitman (seal)
Fannie O. Pitman (seal)

In the clerk's office of the county court of
Ill of High county the 9th day of Feby.
1888, This dec from Jno. D. Pitman et al
to M. Briggs trustee for M. F. Pirnie was
acknowledged by said Jno D. Pitman to be
his act, and Fannie O Pitman the wife
of said Jno D. Pitman who has signed
the dec dated the 16th day of Jan'y, 1888,
being examined by me in any office se-
parate and apart from her husband, and
having the dec fully explained to her
she acknowledges the same to be her
act and declares that she has willingly
executed the same and does not wish to
retract it, and thereupon this dec is
admitted to record

Teste A. P. Young clk.
a copy.

Teste, A. P. Young clk.

evidence by a bond bearing even date with this deed, payable on the 1st day of March 1889, with interest from ^{the} date thereof, signed by the said John Dawson Pittman and Fannie O. Pittman his wife, and containing a waiver of the Homestead Exemption power hereby given to the said Merritt Briggs trust to sell the property hereby conveyed in the event of default in the payment of the said bond or any part thereof when requested by said Willard F. Pinner, or his assigns, and it is covenanted and agreed between the parties aforesaid that in case of a sale the same shall be made, after first advertising the time, place and terms thereof for ten (10) days upon such terms as the said trust shall direct, and after paying the expenses of executing this trust, & then unpaid, including a commission of five (5) per cent to the said trust, then to discharge the amount of money principal and interest then due and unpaid of the said debt, and the residue, if any pay as the law directs. The said party of the first part covenants to pay all taxes, assessments, due and charges upon the said property so long as he or his heirs shall hold the same. In case a release deed is given it shall be at the cost of the said party of the first part. In all other respect this deed shall be executed

This Deed made this 1st day of January
viz the year eighteen hundred and eighty eight
between John Dawson Pitman and Fannie
O. Pitman his wife of the county of Hansemond
and state of Virginia of the one part, and
Merritt Briggs chosen as trustee for the purpose
named of the other part, Witnesseth, that the
said John Dawson Pitman and Fannie
O. Pitman his wife, do grant with general
warranty unto the said Merritt Briggs
trustee as aforesaid, the following property
to wit: all that tract or parcel of land situated
lying in the county of Isle of Wight in the
state of Virginia, and bounded and described
as follows, on the north by the lands
of J. B. Newman, on the south by the
lands of T. J. Saunders, on the east
by the land of A. L. Saunders, on the
west by the lands of J. M. Hall, and
contains one hundred and fifty (150)
acres, more or less, being the same land
conveyed to said John Dawson Pitman
by L. D. Holt com^r by deed dated the
20th day of Dec. 1883, and to be found
recorded in the clerk's office of Isle of Wight
county court, in Deed Book N^o 47 page 510.
together with all and singular the appur-
tenances belonging to the same.
In Trust, to secure to Millard P. Pinner
of the county of Hansemond in the
State of Virginia the payment of the
sum of Three Hundred Dollars (\$300)

REAL ESTATE AT AUCTION!

By virtue of authority vested in me by a deed of trust made by John Dawson Pittman and wife, dated January 16, 1888, default having been made in the payment of the bond secured by said deed of trust, and at the request of the holder of said bond, I shall sell to the highest bidder at public auction, FOR CASH, in front of the Courthouse door of Isle of Wight county, Virginia, at 12 o'clock M. on

Monday, June 3, '89,

(court day), the REAL ESTATE which is described in said deed of trust as follows:

All that tract, piece or parcel of land situate, lying and being in the county of Isle of Wight, Virginia, and bounded and described as follows: On the north by the lands of J. B. Newman, on the south by the lands of T. J. Saunders, on the east by the lands of A. L. Saunders, on west by the lands of J. W. Hall, and containing one hundred and fifty acres (150), more or less, being the same land conveyed to said John Dawson Pittman by L. D. Holt, commissioner, by deed dated the 20th day of December, 1883, and to be found recorded in the Clerk's office of Isle of Wight County Court, in Deed Book No. 47, page 510.

MERRITT BRIGGS, Trustee.

A. R. WHITEHEAD, AUCTIONEER.

MAY 10, 1889.

$$\begin{array}{r}
 78 \\
 3 \overline{) 234} \\
 \underline{21} \\
 24 \\
 \underline{21} \\
 30
 \end{array}$$

(B)
 Printed Dings
 a T. Sales
 for food and
 another copy

Bags P. mts	28
" "	12
" "	11
" "	4
" "	85
" "	15
" "	21
" "	22
	198

Norfolk, Va.

189

C. P. R. L. S.

1888 Recd July 29 Purple & White Wing
Sold for acct of J. D. Picturaw by Messrs
Purman & Derrin & Company Merchants

Sept 11/88

85 Buzzards	7454 th @ 23 3/4	205.12
15 " Black Buzzards	1229 th @ 1	12.29
		<u>217.41</u>

Charges

Flight 10.00	May 1 st = 11.25	
Comm. 5%	10.87	221.2
Placed Cr on acct Mar 7/88		<u>195.29</u>

July 23. Recd 21 Buzzards 1895th @ 23 3/4 = 52.11

Charges

Feb 210	May 25 = 235	
Comm 5% - Stray 63	323 = 5.58	46.53

Jan. 27 Recd 22 Bop Buzzards	2005 th @ 23 3/4 = 55.13	241.82
------------------------------	-------------------------------------	--------

Feb 220	May 25 = 682	48.31
Net proceeds Cr on acct March 7 th 88		<u>290.13</u>

Duplicate.

Norfolk, Va.

189

1888 Recd July 15th 200 lbs white King Cst Richards
 Sold for acct of J. D. Pittman by
 Purvis & Son of Cambridge Mass.
 Norfolk Va

Duplicate

12 Bags Peanuts 1071^{lb} @ 2 1/2 26.78

Charges.

Int. 1.20 Dray 25 145

Comm. 5% 134

2.79

Net Placed Cr. in acct July 22/88

\$23.99

57.54
 81.53

Norfolk, Va. 189

1888. Recd City. 9 New sch white Wing Cattle Richards
 sold for acct J. D. Pittman by
 Pinner & Derrin. Commission merchants
 Norfolk Va.

28 Bags Peanuts 2604¹/₂ @ 2¹/₂ 65.70

Charges

Am. 280. say. 50 = 330

Comm. 5% 325

Net proceeds placed to Cr of acct City 22/88 65.55

Should be 68.55 see correction in %

Duplicate

1857

X

Norfolk, Va. 189

1887 Recd Dec 12 Pascho White Wing.
 sold for acct of J. D. Pittman
 by Primer & Dinning Commission Merchts,
 Norfolk Va
 11 Baze Runts 1072 @ $2\frac{3}{4}$ 28.98

Charges

Freight 110 Duty 75 = 135
 Comm 5% 145 280
 Placed Cr on acct 26.18

Dec. 2nd 4 Baze Runts 375⁴⁰ @ 2 7.50

Charges

Fish 40 Duty 20
 Comm 5% 38. 60
 38 98
 6.52

Net proceeds placed Cr on acct Dec 11/87 32.70

6
J. D. Pitman

PAY *Wm. Miller*
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' Bank of Nansmond
SUFFOLK VIRGINIA.
W, H. JONES, Jr, Cashier.

✓

10 00

4767

585324

Met 11

Suffolk, Va.,

Feb 25

1888

\$100000 Sixty

Pay to the order of J. P. T. Man and Chy to him
Dollars,

Value received and charge the same to account of yours truly

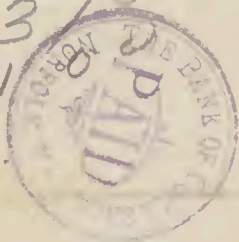
We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt.

For Samuel A. Perry
Reflex 84

M. J. Pinner

250
 125—
 375—

150
 300—
 450



J. D. Pilman
 J. Frazee

R. W. Adams

CREDIT
 The Farmers Bank of Nansomond
 SUFFOLK, VA.
 W. H. JONES, JR., CASHIER.

251.00

Suffolk, Va., May 2nd 1881

At sight

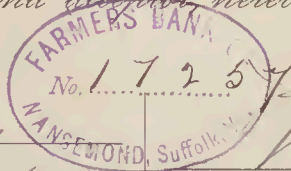
Pay to the order of J. D. Pittman
~~Five~~ Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt

To Pinner & Derrington

Roanoke Va



M. G. Pinner

100
F. L. Pitman
J. F. Rizzio
W. H. Jones

PAY TO THE ORDER OF
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF

Farmers' Bank of Nansomville
SUFFOLK VIRGINIA
W. H. JONES, Jr. Cashier.

\$100

Indentation on
May 31st 1877

At sight pay to the
order of J. B. Pittman
fifteen & no cents
J. B. Pittman & Derrig M. Pittman
Norfolk Va



J. L. Pitman
J. F. Rizzell & Co

W. H. Jones & Co

PAY TO THE ORDER OF
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' Bank of Nansemond
SUFFOLK VIRGINIA.
W. H. JONES, Jr. Cashier.



17th June 2nd

9970



Value received and charge to account of
Wm. D. Gilman
June 14th 1884

Five Dollars

June 14th 1884
Pay to the order of
Dollars



To *Wm. D. Gilman*
No. *Wm. D. Gilman* J. D. Gilman

(2)

65-1

J. D. Pilman
J. H. M. 3 June
P. O. Box 1111

PAID
Fainters
W. H. JONES & SONS

✓

520

9815

574, 45

Suffolk, Va.,

L. J. J. J.

9

1887

~~Exhibit~~ ~~Quarry~~ after date

Pay to the order of Mrs. J. C. [unclear]

Value received and charges the same to account of your July

the drawer, endorser and acceptor, hereby waives our Homestead Exemption as to the debt.

To: Samuel A. Young

J. D. Pitman



J. D. Pitman
J. H. Rizzell
PAY *W. McKuskey*

OR ORDER FOR COLLECTION, FOR
ACCOUNT OF

Farmers' Bank of Nansamond
SUFFOLK VIRGINIA.

W. H. JONES, Jr. Cashier

294

54535
Suffolk, Va.,

aug 7

1887

Pay to the order of

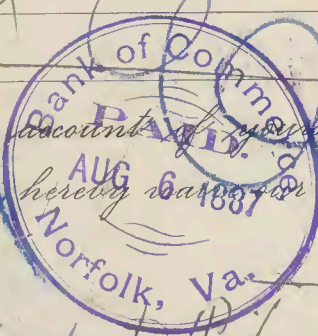
Myself

Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor hereby give Homestead Exemption as to this debt

To



J. L. Filman

J. D. Pittman

W. Smith

W. L.

C. M. Murphy

Farmers & Merchants Bank

South Virginia

W. H. JONES, Jr. Cashier.



8/0 ⁷⁵

Suffolk, Va.,

Aug 9 1888

At Sight

Pay to the order of D. S. Homan and Chas. H. Homan
Ten and 75/100

Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt

To Emma A. Homan
Norfolk

M. J. Homan



J. D. Pittman
H. H. Rizzio
McWattinson Co
PAY.....

OR ORDER FOR COLLECTION, FOR
ACCOUNT OF

Farmer's Bank of Hansemond
SOUTH VIRGINIA.

JONES, J. Cashier

251 00

501

57719

Aug 25

Suffolk, Va.

July 23rd 1881

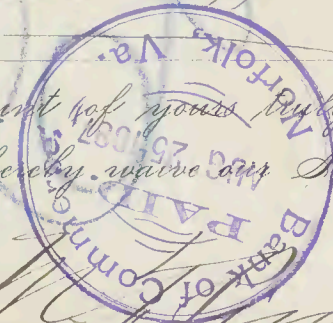
This day after date

I have paid to the order of Wm. H. Pinner on apples shipped, Twenty Dollars,

Value received, and charge the same to account of yours Truly

We, the drawer, endorsers and acceptor, hereby waive any Homestead Exemption as to this debt.

To Pinner & Co
Richmond



Wm. H. Pinner

Vertical handwritten notes:
Accepted July 29 1881
Wm. H. Pinner
Richmond
Declaring
Homestead

J H Wzburd
J H Wzburd

W. S. Wilkinson

DEPT. OF THE INTERIOR, FOR
LANDS BY

W. S. Wilkinson

✓

\$125-00

Suffolk, Va.

55137

Sept 22

August 20th 1887

Thirty days after date

Pay to the order of J. H. M. J. & Co.

and hundred twenty five Dollars,

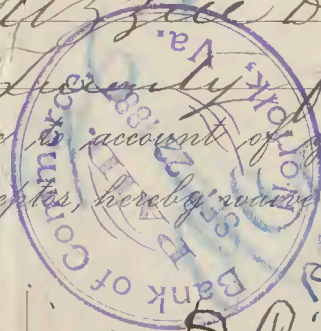
Value received, and charge the same to account of yours truly

We the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt.

To Purman, Dering

Suffolk Va

J. D. Pilman.



J. F. Muzzell

Charming & Pleasant



Suffolk, Va.,

Oct 13

1887

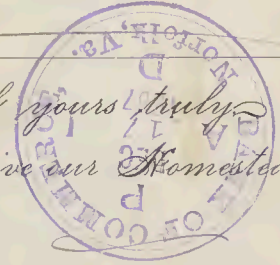
Pay to the order of Wm. W. W. W. W. W.
Five Dollars,

Value received, and charge the same to account of yours, truly.

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt.

To Wm. W. W. W. W. W.
Wm. W. W. W. W. W.

J. D. Pilman



J. D. Pitman

W. H. Jones
PAY TO THE ORDER OF
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' Bank of Nonsomond
SUFFOLK COUNTY, VA.
W. H. JONES, Jr. Cashier.

✓

\$15 00

X

Suffolk, Va.,

Nov 12 1884

At Sight

Pay to the order of

Sixteen

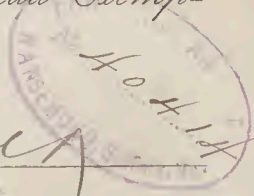
Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt

James & Merriam
Norfolk Va

M. L. Pinner



J. D. Titman
Edward B Harman

PAY *C Hardy Cashier*
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' Bank of Nansemond
SUFFOLK, VIRGINIA, 1881.
W. H. JONES, Jr. Cashier.

✓

\$13⁵⁰/₁₀₀

Suffolk, Va., Nov 28 1887

At Sight

Pay to the order of J. Pittman and by him
Thirteen and 50/100 Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor hereby waive our Homestead Exemption as to this debt.

To J. J. Linnard
New York

M. J. Linnard

40969

1.
J. D. Pitman

Cheaney
PAY TO THE ORDER OF
ON ORDER FOR THE DEPOSIT, FOR
A DEPOSIT OF

Farmers' Bank of New England
Suffolk, Virginia
W. H. Jones, Cashier



\$15⁰⁰

Suffolk, Va., Feb 11 1888

At Sight

Pay to the order of J. D. Pittmon & Chylokin
Fifteen Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt

J. D. Pittmon & Chylokin
Norfolk Va



M. J. Pinner

12⁰⁰
Suffolk, Va., Feb 18¹⁸⁸⁸

At Sight
Pay to the order of M. H. Pinner
Seven Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt

G. Pinner & Son
W. Jones & Co. J. D. Pinner

The within judgment was based upon the following account:

J. D. Pittman

In account with Primer & Derrig
General Commission Merchants.

1888	March 9th.	To Balance due J. D. Pittman	\$ 12.74
22.	"	error in A/c	1.00
Aug. 15th.	"	Int at 6%	7.90
"	"	draft	

89.	Feb'y. 7.	To Int. 6 mos. 6%	\$ 4.40
			\$ 151.04

A Copy
of the

W. H. Derrig Clerk

Primer & Derrig

vs. { Abstract of Judgment.

J. D. Pittman

Nansemond Circuit Court.

Process Book No. Page

Order Book No. Page

..... Term, 189.....

Execution Book No. Page

Judgment Docket No. Page

County Court.

Virginia---Clerk's Office of the Circuit Court of Nansemond County.

Clerk's Office of the

In the Circuit Court of the County of Nansemond, ~~at~~ the 18th day of March Term, 1889.

M. F. Piimer and J. H. Derring
merchants and partners trad-
ing as Piimer and Derring

Plaintiff *S*

Action of

AGAINST

Assumpsit

J. D. Pittman

Defendant

confessed
Judgment in favor of the Plaintiff *S* against the Defendant for the sum of

*One hundred and fifty-one dol-
lars and four cents*

\$ *151.04*

With interest at the rate of six per centum per annum from *the 7th*
day of February 1889, till paid,
and \$6.25 costs

Charges of Protest, \$

until paid.

And the cost of suit, \$ *6.25*

A FIERI FACIAS is issued from the Clerk's office of said Circuit Court on the
day of _____ 189____, returnable to the _____,
directed to the Sheriff of the County of Nansemoud, who hath made return thereon in the words and
figures following, to wit: _____

p. q.

Teste:

A. P. Gomen

CLERK.

This Judgment was duly docketed in the Clerk's office of the County Court of the County of
Nansemond on the *18th* day of *March* 1889.

Judgment Docket No. *1* Page *186*.

A. P. Gomen Depy CLERK.

113 see over

Messrs. Messrs.
by Cont. in Chy.
Patent No. 11, 11, 11

Perin to Putnam \$50. on Feb²⁵, 1888
 Do. " Do. \$15. on Nov. 15 / 88
 Do. " Do. \$10.75 Aug. 9 / 88
 Adv. by Perin 75.75
 Do. by Putnam 12.00
 Bal. \$63.75 - due Perin.
 Subject to date
 of bond.

Putnam to Perin \$12. on May¹⁸, 1888

Perin & Waring on acct. Sale for Putnam
 Subject to Putnam bond to Perin. Wey
 1888 Feb. 9. Bal. Acct. Cr. to Putnam 59.55
 " " 15. " " " Do. 23.99
 " " 23. " " " Do. 45.53
 " Jan. 27. " " " Do. 48.31
 " Feb. 29. " " " Do. 195.28
 Total crops under Crop Lien \$373.67

J. D. Pittman
To Corp. Linc.
Pinner & Denny

June 10th: 1887
a. Presented and
acknowledged in the Clerk's
Office by M. F. Pinner and
J. D. Pittman, I with the Certif-
icate annexed, as
Examined & verified.

J.

129340

Recorded Deed Book
No 18 page 419.

In the Clerk's Office of Harpsimond County Court, the 10th day of June, 1887.
This Certificate was presented and acknowledged by M. F. Pinner
and J. D. Pittman, and with the Certificate annexed, admitted to record.
Attest:
Peter B. Smith's. Clerk

Corporation of the City of Norfolk, TO-WIT;

I, Geo D. Day, a Notary Public for the Corporation aforesaid, in the
State of Virginia, do certify that G. W. Derrin, _____

_____ whose name is signed to the writing above, bearing date
on the 30 day of March in the year eighteen hundred and eighty-seven
ha 50 acknowledged the same before me, in my corporation aforesaid.

Given under my hand, this

30 day of June in the year 18 87

Geo D. Day
Notary Public.

The above agreement having been entered into not merely
for the interest to be paid on the advances in money and sup-
plies made to the said J. D. Pittman by Primer and Derrington,
but also for the purpose of increasing the business of the said
Primer and Derrington as commission merchants, in securing the ship-
ment of the crops grown on said farm as specified therein
as well as to enable the said J. D. Pittman more successfully
to conduct the business of farming, and as the failure to
ship such crops would result in loss to said Primer and Derrington
of business which they thus seek to secure, it is hereby agreed
that the said J. D. Pittman shall begin the shipment of his crops to
the said Primer and Derrington not later than the first (1st) day
of November 1887, and be concluded not later than the fifteenth
(15th) day of November 1887, and from any cause the said
crops should not be shipped as specified, and the amount advan-
ced by the said Primer and Derrington to the said J. D. Pittman with-
in whole or in part should be unpaid at the time when
such shipment should be concluded to wit: on the fifteenth
(15th) day of November 1887; the said J. D. Pittman be thereby
made constitute, and appoint Merritt Briggs of Suffolk Co.
his true, sufficient, and lawful attorney for him and in
his name place and stead, to appear in the Clerk's office
of the Circuit Court of _____ at any time af-
ter the fifteenth (15th) day of November 1887, and
confess judgment against him in favor of said Primer and Derrington
for the sum of four hundred and fifty dollars including damages
for failure to ship said ^{crops} as agreed, hereby ratifying and confirming
all and every act done by his said attorney and giving full force and
authority to his acts in the premises, as fully as though he the said
J. D. Pittman were present in person and doing the same,
In witness whereof the said J. D. Pittman hath hereunto set his hand
and seal this 16th day of May 1887.

J. D. Pittman (Seal)

This agreement made and entered into this 30th day of March 1887
between M. A. Pinney and S. H. Derrington merchants and partners in
trade under the name of Pinney and Derrington of the City of Norfolk
in the State of Virginia parties of the first part and J. D. Pittman
of the County of Isle of Wight in the said State of the other
part; whereas the said Pinney and Derrington have agreed to make
advances in money and supplies to the said J. D. Pittman
who is engaged in farming on the farm in Nansemond
County known as the Exchange farm, which advances are to
be made for the purpose of enabling the said J. D. Pittman
to make a crop on said land, and are not to exceed the sum
of Four hundred and fifty dollars, but may be limited to a
smaller sum in the discretion of said Pinney and Derrington;
the said J. D. Pittman agrees that the said Pinney and Derrington, shall
in accordance with the 12th and 13th sections of Chapter 15
of the Virginia Code of 1873 have a lien on all the crops
raised on said land by himself during the year 1887 to the
extent of such advances as they shall make from time to time
during the year 1887, and including all advances made up to the
date hereof and not exceeding the sum of Four hundred and
fifty dollars aforesaid; and the said J. D. Pittman does
assess in consideration of the said advances pledge himself
to ship to said Pinney and Derrington all the crops made by
him on the said farm during the year 1887, it being distin-
ctly understood and agreed that the said shipments are
the chief part of the consideration for such advances, This lien
shall be enforced according to law, and the said J. D. Pittman
hereby waives the benefit of his Homestead exemption as to the advan-
ces made and to be made hereunder.

Witness the following signatures and seals.

M. A. Pinney Seal
S. H. Derrington Seal
J. D. Pittman Seal

Acct Contract 290.00

Collected by H.P. 50.00

Bal. due \$240.00.

This is a Receipt
as per our books.

Exchange on B.V. Co.

October 8/87

Misses River & Drowning Gentlemen
Dear Sirs

I am Mr. Hall two hundred & thirty dollars
for Rent for the year 1887 with over
Contract since I have wish to say I have
no appts against it

Yours

J. L. P.

J. L. P.

Statement of each of
J. D. Pittman.

In a/c with Pinner & Derrin

1887				
June 3	To	st dft draunty dlt Pinner 5 ⁰⁰ 5 ¹⁵ 00	✓	20.00
4	"	lms. Fannie O Pittman		46.71
8	"	sight dft		20.00
17	"	draft 30 days	30.00 ✓	34.55
"	"	Cash 25. Cultivator 325	3.50	
"	"	1 sch Haest Gray dft 15	1.05	
July 6	"	draft		45.00
27	"	1 Bug Ship stuff 200 lb. Day & Bag.		2.75
Aug. 8	"	draft		25.00
18	"	Inting & recd g Prop Lien		5.75
Nov. 4	"	draft		50.00
14	"	"		15.00
30	"	"		13.50
"	"	Interest todato		10.45
Dec 22	"	500/mt Bage		4.50
1888 Jan. 16	"	draft		10.75
28	"	Cash		2.50
Feb. 9	"	1 Bl flour 50 500/mt Bage 4.50 June 30		10.30
13	"	draft		18.20
23	"	1000/mt Bage 900 June 5 Day 40		9.40
27	"	draft 12.00 ✓		50.00
29	"	" 8.00		20.00
March 9	"	Interest		7.95
22	"	Em in a/c sales 28 1/2 p/mt		1.00
Aug. 15	"	draft		125.00
"	"	Interest		7.90
				<u>553.01</u>

1887 Credit

Dec 24	By a/c sales recd.	32.70	
1888 Feb. 22	" " " "	83.54	
Mar. 7	" " " "	290.13	406.37
	To Balance		<u>\$146.64</u>
	Transferred to dlt Pinner		
	by Pinner & Derrin.		

J. D. Pitman
J. F. W. W. W.
Spindle, Williams & Co

\$25⁰⁰

Suffolk, Va., July 8 1887

Thirty days after date

Pay to the order of J. Pittman
Twenty five

Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptor, hereby waive our Homestead Exemption as to this debt



To J. Pittman & Son
Aug 20/87 Norfolk, Va.
E

(A)

J. F. W. B. & Co

PAY *W. S. Wilkinson*
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF

Farmers' Bank of Nansemond
SUFFOLK VIRGINIA.

W. H. JONES, Jr. Cashier.

\$412

1062

5372

act 2

Suffolk, Va.,

Aug 30th 1887

Twenty days after date /
J. H. Buzzell & Co

Dollars,

Value received, and charge the same to account of yours truly

We the drawer, endorsers and acceptor, hereby waive our Homestead Ex-
emption as to this debt.

Do not stamp
BANK OF COMMERCE



X

J. F. Rezzell & Co
W. S. Wilkinson
ON ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' B. of Nonsenmond
SOUTH VIRGINIA
W. H. South, Jr. Cashier.

\$100

842

54988

Sept 18

Suffolk, Va.,

Aug 13th 1888

Thirty days after date

Pay to the order of

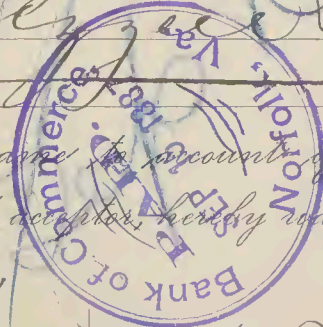
One hundred

Dollars,

Value received, and charge the same to account of yours truly

We, the drawer, endorsers and acceptors, hereby waive our Homestead Exemption as to this debt

To Andrew H. Herring
Suffolk Va



J. D. Pilman

Exhibits
For Brandy
J. D. Pitman
J. F. M. Zue

PAY *W. S. Wilkinson*
OR ORDER FOR COLLECTION, FOR
ACCOUNT OF
Farmers' Bank of Nansemond
SUFFOLK VIRGINIA.
W. M. JONES, Jr. Cashier.

Drafts for
the Brandy
business.

\$100

681

54870

Suffolk, Va.

Aug 30

Sept

1887

Thirty days after date

Pay to the order of

One

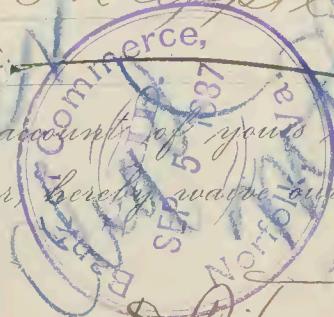
Hundred Dollars

Dollars,

Value received, and charge the same to account of yours truly

We the drawer, endorser and acceptor, hereby waive our Homestead Exemption as to this debt.

To *James D. Pilman*
Wm. A. Black



J. D. Pilman

J. A. Paine
To $\frac{1}{2}$ copy bond.

W. J. Paine

July, 1888.

Let it be known that

Jan'y. 16th, 1888.

\$300.⁰⁰

On the first day of March 1889, we
promise to pay to Millard J. Pitman
or assigns, the first and full sum
of Three Hundred Dollars, with
interest thence till paid; and we
hereby waive the benefit of our
homestead exemption as to this
debt and obligation.

Witness our hand and seal this
16th day of January, 1888.

Witness

J. D. Pitman

" Francis O. Pitman.

at copy.

Test, N. P. Harvey Corcl. in
Chancery

Pittman Jno. D. et al.

to { INJUNCTION BOND.

Commonwealth

June 1st 1889.
Executed & filed.
"

Know all Men by these Presents, That we John D. Pitman principal,
and Marila A. Jones and John H. Wzelle securities,
are held and firmly bound unto the Commonwealth of Virginia, in the sum of One 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 1st day of June,
one thousand eight hundred and eighty nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound John D.
Pitman, and Nathaniel Pitman

on their bill in chancery against Willard S. Pinner,
and Merit Briggs, trustee,

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 Willard S. Pinner, and
Merit Briggs, trustee, their employees, agents, attorneys
from selling the tract of land in the bill and proceedings
mentioned, and from further foreclosing the said of trust
in the bill mentioned

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 they
or some one for them, 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 One 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 John D. Pitman and Nathaniel Pitman shall pay all such costs as
may be awarded against them, 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

J. D. Pitman
J. M. A. Jones
J. H. Wzelle



In the Clerk's Office of the Circuit Court of the County of Isle of Wight

This day personally appeared before me H. P. Young, Clerk
of the Circuit Court of the County of Isle of Wight,
Marila A. Jones and John H. Wzelle, and made oath
that their estate, after the payment of all their just debts, and those for which they are bound as
security for others and expect to have to pay, are worth the sum of One Hundred
dollars, over and above all exemptions allowed by law.

Given under my hand this 1st day of June, 1889,

H. P. Young

Clerk.

Pitman tal.

vs. } In Chy.

Primer tal.

Notice of motion
for dissolution of
injunction etc.

Entered by delivery to the
Clerk of the Court of the
a true copy of the within
Notice June 1st 1895
Re. A. B. B. B. B.

to determine and decide all the
issues involved in said cause
and render such decision and pro-
nounce such decree in said cause as
might be made therein in term to
have the same force and effect as
if made and entered in term.

Respectfully
Millard F. Primer,
Merritt Briggs, Trustee,
By Wilbur J. Kilby,
their Counsel.

8 June 1895.

I have served the above notice
on John S. Pitman by delivering to
him in person a true copy thereof
this day of June 1895.

Sheriff of Isle of Wight
County. Va.

To John D. Pitman :-

Please take notice that on the 13th. day of June 1895 at the Courthouse of Chausemond County in Suffolk, Va. in vacation, we shall move the Hon. Robert R. Prentiss Judge of the Circuit Court for the County of Isle of Wight, Va. to dissolve the injunction granted on the 29th. day of May 1889 by the Hon. C. W. Hill, late Judge of said court, in the cause in Chancery in said court depending between yourself and Chathamie Pitman, Complainants, and Millard F. Primer and Meritt Briggs, Trustees, defendants, from selling the land in the Bill in said cause mentioned and proceeding to foreclose the deed of trust mentioned in the papers in said cause, and that we shall ask the said Hon. Robert R. Prentiss, Judge aforesaid at the same time, to pronounce in said cause, a decree directing the sale of said land for the satisfaction of the debt proved and allowed in said cause in favor of said Millard F. Primer and

COUNTY OFFICERS.

HON. ROBERT R. PRENTIS.....Judge of Circuit Court
HON. WILBUR J. KILBY.....Judge of County Court
A. P. GOMER.....Clerk of Circuit Court
R. R. SMITH.....Clerk of County Court
F. E. HOLLAND.....Commonwealth's Attorney
A. H. BAKER.....Sheriff
SYDNEY T. ELLIS.....County Treasurer

Clerks' Office

Wansemond County.

Suffolk, Va., Octo 9th 1895

This is to certify that Mrs
Maggie S Kilby is the owner
in fee-simple of real estate
in the Town of Suffolk, as-
sessed for Taxation at Seven
thousand five hundred dollars
and that the same is not en-
cumbered in any manner as
appears from the records in my
Office.

A. P. Gomer Deputy
for R. R. Smith Clerk

Wilbur J. Kelby

Com. S. P.

to } COMMISSIONER'S
BOND.

Commonwealth.

Filed Dec. 10th 1895.
Admitted to record.
Test, N. O. Young

Recorded
17.49,

Know all men by these Presents, That we, Wilbur J. Kilby
and (Mrs) Maggie T. Kilby
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five
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, hereby waiving the benefit of our Homestead Exemptions as to this obligation,
and any claim or right to discharge any liability to the Commonwealth 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 8th day of October one thousand
eight hundred and ninety five.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Wilbur
J. Kilby and (Mrs) Maggie T. Kilby
shall faithfully perform the duties of his office or trust, as Commissioner of
sale

under a decree of the Circuit Court of the County of Isle of Wight
pronounced on the fourth day of September, 1895, in the suit therein
depending under the name and style of J. H. Pitman et als. against
M. T. Piener et als. or any other decree
pronounced in said cause

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of

Wilbur J. Kilby
Maggie T. Kilby



In the Clerk's Office of the _____ Court of the _____ of _____

This day (Mrs) Maggie T. Kilby
personally appeared
surety on the above bond, made oath before me, Lee Britt Clerk
of the county Court of the Public or for the county of Chesapeake
in the State of Virginia and made oath
that her estate, after the payment of all her just debts, and those for which she is bound as
security for others and expects to have to pay, is worth the sum of five
hundred dollars.

Given under my hand this 8th day of October, 1895.

Teste:

Lee Britt Clerk
Notary Public

Pitman et al.

vs.

COMMISSIONER'S NOTICE.

Pitman et al.

To 28. of May 1896

Expend on the
within claimed & d.
Pitman & patent.
Pitman by delivering
a copy of the notes
to each way 29th
1896

No A. Edwards
Shiff

5 copies
Commissioner's Office, *Shelby County, Tenn.*

May 1st

189*0*

To *J. D. Pitman and Nathl. Pitman, Plffs.*
And to Willard D. Pierce and Merit
Biggs, trustees, Defendants:

You are hereby notified that I have fixed upon the *28th* day of *May 1890*, ~~next~~

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of *all debts due by or claims against the complain-*
ant Nathaniel Pitman constituting liens upon
the real estate sold under decree in this cause;
together with the names of the holders thereof; the
amounts thereof; their dates and the interest due
thereon, according to their respective dignities and pri-
orities

required to be taken by a decree of the *Circuit* Court of the *County of Shelby*

rendered on the *27th* day of *April* 189*0*, in a suit in chancery depending in said

Court between *the said parties, above named as*
plaintiffs and defendants,

at which time and place you are required to attend.

Given under my hand as Commissioner in chancery of the said court, the day and year first aforesaid.

N. O. Young, Comm. in Chf.
of said Court

Commissioner's Office, Isle of Wight Co. Va.
May 11th 1896

To J. D. Pitman and Nathl. Pitman, Pltffs=
and to Millard F. Pinner and Merit Briggs,
trustee, Defendants:

You are hereby notified that I have fixed upon the 28th day of May, 1896 next,

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account

of all debts due by or claims against the Complainant
Nathaniel Pitman constituting liens upon the
real estate sold under decree in this cause, together
with the names of the holders thereof, the amounts
thereof, their dates and the interest due thereon;
according to their respective dignities and priorities

required to be taken by a decree of the Circuit Court of the County of Isle of Wight

rendered on the 27th day of April 1896, in a suit in chancery depending in said

Court between the said parties above named, as plain-
tiffs and defendants

at which time and place you are required to attend.

Given under my hand as Commissioner in chancery of the said court, the day and year first aforesaid.

J. O. Young, Commissioner, in Chancery,
of said Court

A. P. Young Esq.
Isle of Wright C. H.
I. of W. Co.,
Va.





William J. Gilbey,

Attorney at Law and Notary Public.

Suffolk, Va., 30 Dec 1890

C. P. Young Esq.

Dear Sir:-

I regret that I was not able to attend before you on Monday last in the Pittman - Pinner ^{Case}. Being lame from a fall, I could not attend. In fact, I have not been able, and am not yet able, to leave my house. I can't walk at all.

But, if I had been able to attend, I would not have been present, because I understood from recent correspondence between myself & Mr. Holland that the

~~The~~ matter should stand open and be continued before you until he & I could agree upon some day when we all could attend conveniently. For fear, however, that Holland might not have understood the agreement as I did, I sent Primer over to explain to you my absence & ask a continuance for me.

If nothing happens to prevent, I will be on hand on 14 Jan.

Please enter my name as atty. of record for the defendants in the case.

I will appear for them and also for the Bank of Commerce, the latter claiming the benefit or

COURTS:
NANSEMOND, ISLE OF WIGHT AND
SOUTHAMPTON COUNTIES,
AND UNITED STATES COURTS
AT NORFOLK.

Wilbur J. Kilby,

Attorney at Law and Notary Public.

Suffolk, Va., _____ 18__

proceeds of the claim involved in the case, I will file a petition for the Bank or otherwise proceed to protect its interest as may appear proper after I shall have inspected the record in the case.

Yours truly
Wilbur J. Kilby

Wilbur J. Kilby,

Attorney at Law and Notary Public.

Suffolk, Va., 9 Jan. 1891

A. P. Young Esq.

Dear Sir:-

The doctor says I will not be able to appear before you on the 14th instant. I am on crutches yet and will not be able to walk by that time. I have written to W. S. Holland, explained all this ^{to him} ~~time~~ I asked him to agree to a postponement of the Pittman-Primer matter. I enclose his reply agreeing to a continuance. Please, then, continue the matter.

to some day between the
25th, and 31st. of this
month, I would suggest
that you name the 28th,
but any other day of the
week will suit me. You
can return the enclosed
postal card to me, and
let both Mr. Holland
and myself know upon
what day you will take
up the case. Send me
a copy of the Bill and
Primer's Answer in the
case, note your fees for
same on them & charge
the fees to me.

Yours truly
W. J. Kilby

Return to WILBUR J. KILBY,
Lock Box 106, SUFFOLK, Va.,
If not delivered within 5 days.



Scot. Ill. L. L.
to J. P. Young Esq.
J. P. Young Esq.
Isle of Wight C. H.
I. of W. Co.
Va.

Pittman &

^{Pr.}
Pittman &

Settles of Kelby
& Hollard
attos,



COURTS:

ISLES OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.



OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va., Nov. 26-91

Mr. Young,

Dear Sir,

Judge Kilby is entirely mistaken in supposing I do not want him (Hall). Hall tells me he knows all about the Transaction. If his testimony is in favor of the other side I still want it. Judge Kilby has written me several letters lately, and I have answered all of them. You will remember I had Hall at the C.H. once and then Judge Kilby asked for him. I have been trying to get him to come. I dislike very much to summon him for fear the day would not suit him, but in order to be perfectly safe in my motion for a further continuance I will ask you to summon ^{him} for ~~next Wednesday~~ ^{Friday April 3rd 1891} if you please. Send me the summons and I will send it to him or have it served on him. Please summon for that day J. F. Buzzell

also, I want to examine him on one point alone.
The delay in the case has been occasioned by
the other side; I am anxious to dispose of
it, but want the evidence in. You know that
Pittman is an illiterate man and necessarily
incompete but to state or keep a long account.
Hall told me he had heard Pinner say that
he (Pinner) knew all the land sold to Nat.
Pittman. I regard that point alone as
important. Hall knows other things.

Yours very truly

W. S. Hall

March 27, 1911.

Spec. info. for Hall sent to Mr. Holland
Re. for Haggard & delivered stuff.

H. P. G.

WILBUR J. KILBY,
Attorney at Law.

Courts:
Nansemond, Isle of Wight and Southampton
Counties, and
United States Courts at Norfolk.

Suffolk, Va., 21 Mar. 1891

A. P. Young Esq.

Dear Sir:-

Yours of 20th. instant
is at hand.

From all that I can
hear, I think Mr. Hall's
testimony will not do
Mr. Holland's side of the
case any good, but would
rather be in our favor. It
may be that Mr. Holland
knows this & does not
care now to bare him
before you as a witness.
He could be summoned
and had at any time,
with reference to the checks

I drafts, I think Mr. Primer merely volunteered to produce them if he could find them, but he can't find them and so far as they are concerned the case will have to go on without them. I do not see, however, that they are material inasmuch as Mr. Primer's statement & testimony on the points upon which the checks & drafts would bear, stand uncontradicted and but little if any light would be thrown on the matter by the checks & drafts. Let Mr. Holland know, please, that so far as we are concerned, you can make

WILBUR J. KILBY,

Attorney at Law.

Courts:

Nansemond, Isle of Wight and Southampton

Counties, and

United States Courts at Norfolk.

Suffolk, Va., _____ 189

up your report and that we
wish you to make it up
without further delay. If
he wishes to examine Mr.
Hall, give him notice to
do so at once.

Yours truly
Wilbur J. Kilby

Dr Mr. Holland,

This letter from Judge
Kilby is in reply to one from
me in answer to one from him
asking where the Putnam &
Quinn case would be reported
I stated to him that the
case was called for the

appearance of J. W. Hall, you
will, and also to afford Pinner
time to look up & furnish the
addl. skts. & Dfts. which he
thought he had. You see
what Kilby says. Come to
office some day soon and
let us conclude the case.

If you wish Hall summoned,
say what day you will be
here & I will summon him
to that day. Will send you
the Spa. Give him to summon
him if he is to be sent.

Very truly

A. P. Hargis

Mr. W. S. Holladay

Corl,

Am. P.

Windsor

March 25/91

Return Judge K. letter
24



Mr. A. P. Young

Isle of Wight Co. H.
Va

OFFICE OF

W. S. HOLLAND.

ATTORNEY AT LAW,

Windsor Station, Va.,

April 2nd 1891.

Dear Sir:—

Since writing to
you I have a letter
from J. W. Hall say-
ing he cannot pos-
sibly be at your
office to-morrow, so
I shall not come
and am constrained
to ask for a further
postponement.

Very truly,

W. S. HOLLAND.

Return to WILBUR J. KILBY,
Lock Box 106, SUFFOLK, Va.,
If not delivered within 10 days.



1894

Mr. A. P. Young,
Clerk of Courts.
Isle of Wight C. H.,
J. of W. Co.,
Va.



Suffolk, Va., 1888

notice of any sale to Chat. Pittman when the deed of trust was made, while against it we have the statement simple of Pittman without any corroborating circumstances at all. Pittman ought not to be heard at this late day to contradict his deed of trust made in Jan. 1888 after he had had it in hand 24 days.

I say nothing of the debt secured by the deed of trust as you have already decided that Pittman owes the full amount thereof.

Hoping you will be able to see the matter as I do and, therefore, report that Primer is entitled to the full benefit of the deed of trust. I remain

Yours very truly
Wilbur J. Kilby

found no objection to it. But why should he have given the deed of trust at all, if at the same time he declared that he had ~~no~~ ^{only the} interest in the land stated by him in his deposition - making a deed conveying land and yet declaring that he did not ^{own} what he conveyed? The thing is ridiculous and too silly for serious consideration. We have the deed of trust in which Pittman declares that he owned the land in fee simple, and that it was conveyed to him by L. D. Hot Cour. by deed to which he refers, and the deed of trust ^{makes} ~~which~~ no reference is ~~made~~ to his having made the alleged sale to his brother. We have also the statement of Primer that he found by the records that the land stood in Pittman's name that he took the precaution to get a certificate from you to that effect, and that Pittman told him he ^{and said nothing about its having been sold to} owned the land. ^{chase Pittman,} We also have the fact that Pittman kept the deed of trust in his possession from 16 Jan. 1888 to 9 Feb. 1888, a period of 24 days, or the greater part of it, and yet did not find any error in it, but took it himself to your office and acknowledged it as written. All of this goes to show that Primer had no

Suffolk, Va., 1888

with Primer about some outside money matters or dealings as related in the testimony. Being unable to effect a satisfactory settlement of these outside matters, Pittman evidently hoped to get even by taking the stand. he has taken in the case under consideration, I think this is a reasonable solution of his conduct.

But again, the evidence shows that the deed of trust is dated 16 Jan. 1888 and that it was given to Pittman who kept it in his possession until 9 Feby. 1888 and that on the latter date he & his wife went to your office and acknowledged it for record. If, as Pittman claims, the deed did not convey what he intended to convey, why did he not, during this period, have the deed corrected? He had thus ample time to read & correct the deed. We are bound to presume that he did examine it during this period and

failed to pay for it, and not the entire fee-
simple in the land. The only testimony on this
point ^{in favor of Pittman} is that of Pittman himself. He is
flatly contradicted by Primer, and if this
were all Pittman must lose, for his testimony
is fully offset by Primer's and therefore, he
fails to prove his case. Primer has not
been impeached and therefore, stands before
you as credible a witness as Pittman. But,
this is not all. All the circumstances of
the case go to sustain Primer and when
these are considered, the evidence is de-
cidedly against Pittman. Let us see.

Pittman says he sold the land to his brother
Chas in 1882 with the understanding that
the latter should have a deed when he
paid a balance of \$100, due on the land.
Why should he have left the matter in this
unsettled condition so long? The fact that
he did ~~so~~ leave it raises a strong sus-
picion ^{especially as Pittman was hard up for money all the time.} against him, no one ever heard
of such an arrangement until May 1889 when
suit was brought to stop the sale under Pri-
mer's deed; and I am of opinion that
no one would ever have heard of it,
if Pittman had not got into trouble

Suffolk, Va., 26 Feby. 1884

Mr. A. P. Young.

My dear Sir:—

If you can possibly do so, please prepare and file your report in the case of Pittman vs. Primer in time for a hearing at the next term of your Circuit Court. Mr. W. S. Holland has said several times (and I think once at least to you in my presence) that you might proceed to prepare the report with the evidence and record now before you.

I would add that I think the report ought to be in favor of Primer in the light of the record and evidence. In the first place, the burden of proof is upon Pittman to show that when he gave the deed of trust to secure the \$300.⁰⁰, Primer had notice that he, Pittman, conveyed only such interest in the land as he might have in case his brother, Nathaniel

our side, the land would have to be sold for our benefit and would not ~~pay our~~ sell for enough to pay our claim, while on the other hand, if you report in favor of Chat. Pittman, the land would have to be sold to pay Charlie Primer's judgment against him and would not sell for enough to pay it. John D. Pittman, therefore, has found himself prosecuting a suit which, if he is successful, can not benefit either himself or his brother and has, therefore, wisely concluded that all money paid out by him in the shape of attorney's fees or otherwise in the prosecution of the case would be money thrown away. As the case stands, however, by reason of the injunction, Chat. Pittman is permitted to enjoy the possession of the land, and, therefore, he and his brother, would prefer that you never make a report, while my client is anxious to have it made.

Yours very truly
W. J. Kilby

Suffolk, Va., 12 April 1894

Mr. C. P. Young.

My dear Sir:—

Let me know, please, if your report will be filed in Pittman vs. Primer in time for hearing during the ensuing term of your Circuit ^{Court}, and ~~the purport~~ also let me know the purport of the report.

I have been told that Mr. W. S. Holland has dropped the case because his client has declined to pay his fee and that his client (J. D. Pittman) has declined to pay him, or prosecute the case because the land would be subject to a judgment in your office in favor of Charlie Primer for several hundred dollars against Chat. Pittman, if you should report in favor of Chat. In other words, there is nothing in the case for either of the Pittmans, for, if you report in favor of

Return to WILBUR J. KILBY,
Lock Box 106,
SUFFOLK, VA.,
If not delivered within 5 days.



Mr. A. P. Young,
Isle of Wight C. H.
I. of W. Co.
Va.

1430



Wilbur J. Hilby,
Attorney at Law.

Suffolk, Va., 4 Sept. 1895

Mr. A. P. Young

Isle of Wight Courthouse, Va.
My dear Mr. Young:- I en-
close a decree which
Judge Prentiss has di-
rected to be entered in
the Pitman-Pinner case.
Please enter it at once.
I have the papers in the
case as you know, and
will send them to you
by the first safe hand
I may see going to Isle
of Wight C. H. I sup-
pose you will not need
them to enable you to
enter the enclosed de-

Cree.

Yours truly
W. J. Kilby

Wilbur J. Kilby,
Attorney at Law.

Suffolk, Va., 2 Octo. 1895

Mr. A. P. Young

Isle of Wight C. H. Va.

Dear Sir:- I desire to
execute the bond required
of me as Court. appointed
to sell the Pittman land
under the decree for sale
recently entered in the
Primer-Pittman case,
and, if it meets your
approval will give my
brother's wife as security.
As she cannot appear at
your office we will
execute the bond here if
you have no objection. I
would like to have the bond

as soon as possible. I suppose you can prepare it from the decree for sale without the papers. I will send the papers to you next Monday. My brother's wife owns real estate here worth at least \$5000, without incumbrance of any kind on it.

Yours truly
W. J. Kilby

Wilbur J. Kilby,
Attorney at Law.

Suffolk, Va., 9 Octo. 1895

Mr. A. P. Young,
Isle of Wight C. H.

Dear Sir:- Yours of 4th. instant came to hand in due time with enclosures as stated.

I enclose the bond required of me as Court. in the Primer-Pitman suit duly executed with my brother's wife as surety. I also enclose a certificate from our clerk showing her worth in real estate above.

I also enclose the decree entered in the suit on 4th. Sept. last, that you may file

it with the papers in the case. I sent the papers to you by Mr. Brooker on Monday last. I have made such memo. from this decree as I need and therefore, have no further need for the decree.

I would like to have the necessary certificate showing that the above bond has been executed just as soon as possible in order that I may be enabled to advertise the land in time for its sale on your next court day. I have no time to lose.

Please tax the costs to date and send me a statement of same also.

Yours truly
W. J. Kilby