

1905-002 Chancery Causes Mary E. Cox + R. Junius Cox vs J. Peter Holland, Trustee, Irvin (Irving) W.
Isle of Wight County Duck, + William S. Holland, Comt of Irvin (Irving) W. Duck Folder 1

Other SURNAMES: Johnson
TURNER, Clements, English
Ballard, Byrd, Lawrence,
Joyner, Beale, Dorsey,
Dennis, Bradshaw, Freeman,
Burgess, Vaughan,
Briggs [George S. Briggs + Company]

J. U. Burges

Mary E. Cox et al -
vs. William Shancery
D. Peter Wallace &
Seaboard Trust
et al

2073 6 pgs 319

J. U. BURGESS,
ATTORNEY-AT-LAW,
SUFFOLK, VA.

Enter Dec 22, 1903
Robert R. Muntis

Circuit Court of Isle of Wight County
in vacation, on the 22d. day of December
1903.

Mary E. Cox et al., ... Plaintiffs
vs. (Enter names of all parties)

J. Peter Holland, substituted trustee, et al., Defendants.

In motion of the plaintiffs an injunction is awarded
restraining J. Peter Holland, substituted trustee, William
J. Holland, Committee of L. W. Jack, an insane person,
their agents and attorneys, from selling or offering for
sale any of the property embraced in the deed of trust men-
tioned in the foregoing bill in Chancery until the further
order of this Court, but this injunction is not to take
effect until said plaintiffs, or some one for them, shall
enter into a bond in the sum of \$250. condi-
tioned to pay all such costs as may be awarded against
them and all such damages as may be incurred in case this
injunction shall be dissolved.

dated Jan'y 19, 1889
Robert R. Hunt

TO THE CLERK OF THE CIRCUIT COURT OF
THE ISLE OF WIGHT COUNTY.

In the Clerk's Office of Isle of Wight County Circuit Court
this 23rd. day of December 1903 this vacation decree was re-
ceived and entered of record.

By *R. Johnson* Teste, N. F. Young, Clerk.
Deputy.

Mary E. Cox et al., ... , Plaintiffs.

vs.

J. Peter Tolland, substituted trustee, et al., Defendants.

IN THE CIRCUIT COURT OF THE STATE OF FLORIDA IN AND FOR THE COUNTY OF ALACH.

TO THE HON. ROBERT R. PRITCHARD, JUDGE.

Your complainants, Mary E. Cox and R. J. Cox, her husband, represent to the Court the following case:

That your complainant, Mary E. Cox, is seized and possessed in fee simple of a certain farm located in the State of Florida about one mile from St. James Church containing about seventy-five acres, more or less, and bounded by the lands of I. W. Jack, Eliza Turner and others; that in the year 1882 and since that time her husband, R. J. Cox, has been engaged in the saw-mill business and in order to raise various sums of money at different times to carry on said business he requested the said I. W. Jack to execute and deliver to him a deed in and to the land herein complained of and it was agreed that your complainant should give him a deed of trust in the land herein described so that he might be secure against any loss that might occur by reason of said deed of trust; that when making said deed of trust your complainant in company with her husband and herself executed a deed of trust in and to the land herein complained of dated the 1st day of January, 1883, and in said deed of trust to have a mortgage and was put in the name of I. W. Jack, trustee for I. W. Jack, on the land herein described to secure said deed.

Your orators say that at the time of the execution of the said deed of trust they were not informed that the said I. W. Jack in and to the land herein complained of had a mortgage and was put in the name of I. W. Jack, trustee for I. W. Jack, on the land herein described to secure said deed.

time the said I. W. Duck endorsed various and sundry
notes made by the said R. J. Cox ^{which were} ~~which were~~ by him in
1891; but that since that time all of said notes have been
paid by the said R. J. Cox with the exception of a certain
note made on the 27th day of October, 1890 for \$100.00
on which note a payment of \$32.50 was made by R. J. Cox
and that sometime afterwards the said I. W. Duck paid
the remainder.

Your complainants further say that at other times the
said I. W. Duck paid or loaned to them different sums of
money but that at the same time he was supplied with lumber
from the mill of the said R. J. Cox and their accounts were
supposed to very nearly balance. In fact at various times
the said I. W. Duck has told a number of persons that

your complainants did not owe him over a hundred dollars.
and that the deed of trust was given to secure redemptions in

Your complainants further allege that sometime during
the year of 1902, the said I. W. Duck was declared insane
and William S. Holland of Isle of Wight County, Virginia,
was appointed his committee and that he has taken charge
of the affairs of the said I. W. Duck and demanded payment
in full of the bond hereinabove mentioned as well as the
interest from the date of its execution; that J. Peter
Holland has been duly appointed by the County Court of
Isle of Wight County substituted trustee in the place of
the said J. J. Duck and that the said substituted trustee
has advertised the land above described for sale at public
auction on the 22nd day of December, 1903, for cash, as
shown by copy of the advertisement hereto attached marked
exhibit "A".

Your complainants are perfectly willing to pay every cent
that is justly due the said I. W. Duck and if they could
get a correct statement they would gladly borrow the money
and the estate and settle the same.

In tender consideration thereof and for as much as

your orators are reasonable sure in a court of equity where such matters are alone and properly cognizable they pray that J. Peter Holland, substituted trustee, I. W. Duck and William S. Holland, Committee for I. W. Duck, may be made parties defendant to this suit and be required to show to the satisfaction of the court why they should not be required to answer the same, but an answer on oath is hereby expressly waived as provided by statute, that proper process issue, that an account may be taken, stated and reported showing what is the true balance due by your orators of the debt or debts secured by said deed of trust; *that said bond and deed of trust be succeeded by deed of trust that a guardian ad litem be assigned the said I. W.*

Duck and that an injunction may be awarded your orators restraining J. Peter Holland, substituted trustee, I. W. Duck, W. S. Holland, Committee, their agents or attorneys, from selling or offering for sale any of the property in said deed of trust until the further order of this Court and that all such other, further and general relief may be afforded your orators as the necessity of this case may require or as to equity may seem meet.

And your complainants will ever pray.

Witness as
to R. J. Cox.

J. R. Cox

Mary E. Cox

R. J. Cox
Marked

STATE OF VIRGINIA,
County of Isle of Wight.

I, *John H. Cox*, a Notary Public for the County aforesaid, in the State of Virginia, do hereby certify that Mary E. Cox and R. J. Cox, who are complainants in the bill hereto attached have this day personally appeared before me and made oath that the allegations made in the foregoing bill, which are made of their own knowledge, are true and that all other matters therein stated they believe to be

Trust

Given under my hand this 21st day of December, 1903.

John H. Macomber

Notary Public.

The bond required by the order of the Judge who awarded this injunction having been given, the defendants J. Peter Holland, substitute trustee William S. Holland, Committee of J. H. Duck an insane person their agents and attorneys are restrained from selling or offering for sale any of the property embraced in the deed of trust dated Jan'y. 19th 1889, mentioned in the bill and proceeding of this suit until the further order of this court

Teste N. J. Young Jc.

Executed by delivering to each of the within named J Peter Holland sub. trustee W. S. Holland, and J H Duck Jan'y 2d 1904.

Ro A Easants
Steff

May C. Cox et al

SUBPOENA
IN
CHANCERY.

vs. }

J Peter Holland sub trustee et al

J. M. Burgess p. 1

To First Term Rules,
Vinent Court.

1904

B 3119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon *J. H. Duck* *William L. Hallam*
Committee of the said *J. H. Duck* an insane person, and
J. Peter Hallam, Substituted Master for the said *J. H. Duck*

to appear at the Clerk's office of the *Circuit* Court of the *County of Isle of Wight*
at the rules to be held for the said Court, on the *First* Monday in *January* 190*4*
to answer a bill in chancery, exhibited against *them* in our said court for
by Mary E. Cox and R. J. Cox

And have then there this writ. Witness NATHANIEL F. YOUNG, Clerk of our said court, at
the court-house, the *28* day of *December* 190*3*, and in the 12*th*
year of the Commonwealth.

N. F. Young

The deposition of B. W. Johnson and others taken before me, A. Lee Saunders, a Justice of the Peace, in and for the County of Isle of Wight, at Windsor, Virginia, at the office of W. S. Holland, pursuant to notice hereto annexed, to be read as evidence on behalf of the Plaintiff in the suit of Mary E. Cox v. W. S. Holland, Committee of I. W. Duck, et als.

Present:-

J. U. BURGESS,	Counsel for Plaintiff,
W. S. HOLLAND,	Counsel for Defendant.

-:- -:- -:-

B. W. JOHNSON, a witness of lawful age, being duly sworn deposeth and says as follows;

Q. Please state your name, age, residence and occupation, and do you know the parties to this suit ?

A. B. W. Johnson, fifty-nine years old, Isle of Wight County, and am a farmer. I am very well acquainted with the parties to this suit.

Q. Are you, in any way, related to Mr. or Mrs. Cox ?

A. Not a particle.

Q. Do you know whether or not during the last ten or fifteen years Mr. or Mrs. Cox was possessed of any saw mill property ?

A. Mr. Cox has had a saw mill for the last three or four years. A mill that was running, and is running now.

Q. Do you know whether or not he owned a saw mill about 1889 ?

A. Yes Sir he owned a little old mill for years back, up to seven or eight years ago until it was blown up.

Q. Do you know what disposition, if any, he made of the mill that was not destroyed by the explosion ?

A. To my knowledge the draw wheel that was on the mill was not injured and the crank to the engine was in good order and he sold that to Mr. I. T. Jenkins, and about that time I asked

him what he would take for the draw wheel and I bought it from Mr. R. G. Dennis.

Q. Did you buy any other part of this mill ?

A. No Sir. There was a pulley on the saw mill, about 18 inches in diameter that he told me that I might have, but it would not fit my mill and I never got that at all.

. (Defendant excepts to so much of the answer as purports to give the statement of R. J. Cox or information derived from R. J. Cox.)

Q. Did Mr. I. W. Duck, of any one for him, raise any objection to your carrying away this property ?

A. No Sir. I don't know whether Mr. Duck knew anything about my carrying it away or not. I made the bargain with Mr. Cox and he helped me put it in the cart himself.

Q. Did you see Mr. Duck at any time immediately after, or while this property was being moved ?

A. No not directly. As well as my memory serves me, I went to Mr. Duck's about a month after that. I went to Mr. Duck's house to see him, he owed me a little money for some timber I had sold him. He never said anything to me about any saw mill property at all.

Q. Do you know, of your own knowledge, whether or not Mr. I. T. Jenkins moved that part of the mill which was purchased by him of Mr. Cox ?

A. I did not see Mr. Jenkins hauling it, but I was the cause of his going there buying it. I told him that Mr. Cox had an old mill that was blown up exactly the size and shape of his, but I did not see Mr. Jenkins when he went after the crankshaft.

Q. Do you know whether or not this crank shaft was removed from the mill ?

A. It had been carried away by some body when I went after the wheel that I bought.

Q. Then, as I understand you, all you know of your own knowledge is that you told Mr. Jenkins about this crank shaft

and that when you went to the mill to get the property purchased by you that it was gone ?

A. Yes Sir.

GROSS EXAMINATION.

Q. In what year did you buy this wheel ?

A. In the year 1897.

Q. How much did you pay for it ?

A. Three Dollars, it was only a light wheel.

Q. If I understand, all you know about the shaft is what you heard Mr. Cox or some of his boys say ?

A. Yes Sir. Some of them rode along there and told me. I had a mill in a short distance of him.. When I went for my wheel it was gone, but I did not see him with it.

Q. What was that shaft worth in cash? I mean what would it sell for on the market for such property ?

A. I could hardly say. I should say that it would only sell for so much a pound. A new one, made something like that, would cost about \$40.00 no doubt.

Q. Would the old one like you saw sell for \$10.00 ?

A. I should think it would sell for \$10.00. Old wrought iron sells for a good price, and I believe that one was made out of steel.

Q. Did I understand you to say that you don't know whether I. W. Duck had any notice or knowledge of these sales or not ?

A. Not that I knew of.

Further this deponent saith not.

JOHN A TURNER, a witness of lawful age, being duly sworn deposed and says as follows;

Q. Please state your name, age, residence and occupation, and do you know the parties to this suit ?

A. John A. Turner, forty-six years old, about two miles from Carrsville, and about three miles from Mr. Cox's home, and am a farmer. I know both the parties to the suit.

Q. Did you or not, at any time, purchase a mule from Mr. R. J. Cox ?

A. Yes Sir, I traded with him.

Q. What year was this ?

A. I don't know that I remember the date. It was, as far as I remember, about sixteen years ago.

Q. What was the result of this trade ?

A. Well, we traded, and after we traded mules, the one Mr. Cox got from me died and Mr. Cox sent for the one I got from him. I don't know anything about Mr. Cox and Duck's affairs. I only know what they told me.

Q. Was there any law suit of any kind between you and Mr. Cox ?

A. Yes Sir:

Q. Who brought the suit ?

(Excepted to because the records are the best evidence to show who brought the suit, the suit or warrant having been appealed to court as I understand, and the records will show who was plaintiff and who was defendant.)

A. There were two trials. Mr. Duck got a warrant for the mule.

Q. What conversation, if any, did you have with Mr. Duck in regard to any deed of trust or other mortgage that he had on the property of Mr. and Mrs. Cox ?

A. That morning at Carrsville when the trial was to be before the Magistrates court, before we went into court I asked Mr. Duck did he have a legal deed of trust on this property to try to get the mule from me, and he said that he did, and he went on to state why he had it. He said that Mr. Cox borrowed some money from the bank and he indorsed his note and he gave him a deed of trust on all that he had to secure him for this money, so I thought from that that the mule belonged to him.

Q. Is this the only debt that he mentioned that Mr. Cox

owed him ?

A. He did not say anything to me about any others.

Q. Then, if I understand you, he claimed that he held a deed of trust on the property which was given him to secure a loan which Mr. Cox had obtained from the Bank and for which he was surety or the indorser ?

A. He did not say anything about any other deed of trust or any other matters, and mentioned the mule alone. He had a lawful deed of trust so he told me because Mr. Cox had borrowed the money from the Bank and he had indorsed the note.

CROSS EXAMINATION.

Q. The case was tried at Carrsville before a Magistrate was it not ?

A. Yes Sir. I think there were two trials as well as I remember.

Q. Then it was appealed to the County Court was it not ?

A. Mr. Duck's case went against him and he took an appeal.

Q. How did it go in the County Court ?

A. Mr. Duck came in possession of the property.

Q. You mean the jury and Judge decided in favor of Mr. Duck ?

A. Sure.

Q. Did you hear Mr. R. J. Cox testify either at Carrsville or Isle of Wight Courthouse ?

A. I don't remeber that I did.

Q. Didn't you hear Mr. Cox say at one of these places that every thing that he had in his possession belonged to I. W. Duck ?

A. When I went back after the mule he said that Mr. Duck and Mr. Clements both had a deed of trust on that mule. I don't know whether he said anything about any other things or just the mule especially, but he did say that the mule belonged to Mr. Duck and Mr. Clements at that time, and I think

Mr. L. Freeman heard the same words.

Q. Don't you know that Mr. Cox claimed all the time that the mule did not belong to him but did belong to I. W. Duck and T. Clements ?

A. No Sir I did not. I might have heard it but I do not know.

Q. You do not understand me. What I mean to ask you is did you not know ^{that} after the mule died, Cox claimed all the time that the mule belonged to Duck and Clements ?

A. He wrote me a note to that effect. I did not know whether it was true or not.

Q. I did not ask you whether it was true or not, but do you not remember that Cox said at both trials that he owned no property that Duck and Clements owned all the property in his possession, and that he owed them more than enough to take every thing he had ?

A. I don't remember his getting on the stand to testify to anything like that .

Q. Was R. J. Cox a witness in the cases or either of them at Carrsville or Isle of Wight Courthouse ?

A. I think he was a witness at Carrsville. I don't remember very much about it. It has been some time ago and I never expected to hear anything more about it. I am not prepared to tell much about it. As far as going all over the whole thing I shant testify because I am not prepared to do so.

Q. I do not expect you to go all over it, but do you not remember that R. J. Cox was the main witness in both trials and had more to say than all the other witness put together on his side.

A. I don't know anything about what he had to say. I remember that he said that Mr. Duck had a deed of trust on what he had.

Q. You do not now remember whether Cox was a witness at court or not ?

A. I think he was there but I don't remmeber whether he was on the stand or not. He was on at Carrsville, if I am not mistaken.

Q. You can't remember at this time a word he said either while on the stand at Carrsvile or the Courthouse can you ?

A. I know that he told me that he had a deed of trust in favor of Mr. Duck but he did not tell me for how much.

Q. Was Mr. Duck a witness in either case ?

A. Mr. Duck had something to say at Carrtsville but I don't think that he was on the stand at the courthouse.

Q. You don't know what Mr. Duck said when he was a witness ?

A. I did not take any notice of it. I just did not pay much attention to what they said. It has been sometime ago and I am not prepared to tell what they said. Not all of it. I should never have remembered what he said to me at Carrsville, if I had not asked him, so far as what their business was I could not say. I remember very well what they said to me before court, but after they went in court there were so many witnesses I don't remember.

Q. Where were you and Mr. Duck standing at Carrsville when that talk occurred ?

A. We were right behind the railroad office.

Q. Who else was present ?

AA I don't remember that there was any body but I and he. That is what I told him when I was summoned. I told him that I did not see much use in having me summoned.

Q. Did Mr. Duck shake hands with you on that occasion ?

A. I walked up to him and said "good morning" Mr. Duck" and he said "good morning", but that was before court.

Q. Can you tell me the name of the Magistrate who tried the case ?

A. Mr. Thomas Byrd and J. F. Eley. I think, as well as I remember, that was their names.

Q. Do you know the name of the Judge who tried the case in court ?

A. Mr. Atkinson, was it not ?

Q . How is it Mr. Turner that you can remember exactly where you were standing, can remember just exactly what Mr. Duck said to you and cannot remember anything else about the case ?

A. This came up before court and after court there was so much that happened that I cannot remember. There were several witnesses summoned , and I am not prepared to say with any satisfaction what was going on after court began. I am not prepared to give the history of the court at all.

Q. Who was your lawyer in court ?

A. Mr. Abbitt.

Q. Do you know how you came to be summoned in this case ?

A. I was summoned because Mr. Cox had me summoned. I told him that I did not know that I knowed much about it. I knowed that Mr. Duck told me that he had a deed of trust on the mule.

Q. Did Mr. Cox come to see you some few days or few weeks ago about being a witness or meet with you and have a talk with you on the subject ?

A. Not lately he has not.

Q. How did he know that you would be a witness for him ?

A. I don't know. I don't know that I am any witness for him in particular so far as that is concerned.

Q. You think that he just had you summoned without knowing what you would say at all ?

A. I don't know whether he knew what I know or not. He came by my house and something was said about this same case about three months ago and he said that he would have me summoned. I asked him about what and he said about some money matters, and I told him that I thought it was useless as long ago as that had been to catch up a man to go on the stand and testify in a case that had been so long ago, and one too that could not even read or write, and I told him that I did not know anything about the deed of trust except that I heard Mr. Duck say that he had a deed of trust, and he told me that before court commenced at Carrsville. that that was his property and I did not ask Mr. Duck to tell me

anything about it. I had nothing to do with that part, only the mule. I will be impossible for me to tell you everything that was said for I am not prepared to do it and am not going to try.

Q/ When Mr. Cox came up, did he not tell you that Mr. Duck had indorsed some notes for him and had a deed of trust ?

A. Yes Sir he said that he heard say that I had said that Mr. Duck told me at Carrsville before trial came on that morning that he borrowed some money from the bank and that he indorsed his note and he gave him a deed of trust on what he had to secure Mr. Duck. I said that is what he told me, as well as I remember. Mr. Duck told me that he had a deed of trust on the property and you see it worked out that way.

Q. That conversation with Mr. Cox caused you to remember what Mr. Duck said did it not ?

A. No Sir. If I had stopped and studied about it, if I had not seen Mr. Cox, I could have fetched it to mind.

Q. When Mr. Cox told you that he was going to have you summoned in this case, did he not tell you that he wanted to prove by you that Mr. Duck told you at Carrsville that Cox had borrowed money and Mr. Duck had indorsed his notes ?

A. He said that I had heard that and he came to see , and he then told me that he was going to have me summoned. He told me why he was going to have me summoned and I told him there was no use in it. He said that he wanted to prove that he borrowed the money from the bank and that Mr. Duck indorsed his note. He did not say very much about it. I don't think he said what he wanted to prove or anything about it.

Q. Did Mr. Duck tell you that he had indorsed notes or that he and Clements had indorsed notes ?

A. He said that he had a deed of trust, and I don't know if he said that Mr. Clements and he had a deed of trust on it.

Q. How long before the trial was it that you got the note saying that Mr. Duck had a deed of trust ?

A. I don't think that it was more than a month or three weeks. That is as well as I remember now.

Q. When you got the note, some three or four weeks before the first trial, the note said that Mr. Duck and Mr. Clements held the deed of trust, out at Carrsville, a few weeks later, Mr. Duck denied writing the note did he not ?

A. I don't remember whether he did or not.

Q. Did he not tell you about the same tale at Carrsville as he told you when he wrote you the note ?

A. He did not tell me anything when he wrote me the note. He ~~did not~~ sent it by Mr. Freeman, I think, and I could not read and had to get some one to read it to me.

Q. What I am trying to get at, and if you will answer it we will be through, is, did Mr. Duck write that he and Mr. Clements held a deed of trust, and then a few weeks later at Carrsville tell you that Clements had no deed of trust ?

A. I don't remember his saying at Carrsville that he did not have any deed of trust.

Q. Then what he told you at Carrsville was that he and Mr. Clements had signed some notes and Cox had given them a deed of trust. Am I right or wrong ?

A. He did not tell me anything at Carrsville about Mr. Clements at all.

Q. Did you not feel and say that Mr. Duck had treated you very badly by taking the mule away from you ?

A. If the mule belonged to him, of course it was "hisn" but I did not think he ought to fight so hard against me in the way it come up.

Q. You thought if Mr. Duck let Cox have his mule and let Cox trade the mules that the trade ought to stand ?

A. Of course if Mr. Duck had a deed of trust on the mule it was his. It was not my property and it was not Mr. Cox either.

Q. Did you not get very mad about that mule case and have lots of hard things to say ?

A. I did not think much of it because I thought he was taking sides with Mr. Cox somewhat. I did not say much about it until I found out some of the particulars.

Q. Did you not tell Luther Freeman and others that Mr. Cox and Mr. Duck had treated you rascally about the mule and that they would not have ever tried to get the mule back if Mr. Cox had gotten the better of the trade?

A. I think if Mr. Cox had gotten the best of it they would not have bothered me.

Q. Have you ever gotten in a good humor with Mr. Duck about that mule case ?

A. I never did blame either of them about it. I had at one time but there is always a time to settle business and I haven't got any hard feelings against Mr. Duck about it.

RE EXAMINATION.

Q. You were not very well pleased with Mr. Cox were you ?

A. I did not think that he was treating me exactly right. Of course I did not think that he was treating me right in the case.

Q. Which did you blame the most Mr. Cox or Mr. Duck?

A. The way I looked at it was this. Of course if that had been the case and Mr. Duck had a deed of trust on the mule he ought to have told me.

Q. Were you any more mad with Mr. Duck at the time than you were with Mr. Coxm?

A. No Sir.

Q. As I recall your testimony, you do not remember whether Mr. Duck testified at Isle of Wight Courthouse or not ?

A. No Sir.

Q. But you think he testified at Carrsville ?

A. Yes Sir.

Q. If his testimony at Carrsville had been different from what he told you and from what he had personally written you, would you have noticed it ?

A. I suppose I might, but don't know whether I would have remembered it or not. He claimed all through that there was a deed of trust.

Q. Did I understand you to say that the note was sent to you before the warrant was issued ?

A. Yes Sir, it was sent before the warrant was issued for trial.

Q. What has become of that note ?

A. I could not tell you.

Q. Who brought the note ?

A. Mr. Stafford.

Q. What reply did you make to the note ?

A. I replied that I would not give him up. I told him that I did not propose to give him up but he said that it was his mule, and if I did not give him up he would warrant me.

Further this deponent saith not.

Frederick Church being duly sworn deposeth and says as follows;

Q. Did you ever borrow any money from Mr. Duck ?

A. My father did.

Q. How was he secured ?

A. By a deed of trust on his farm .

Q. (Question excepted to because irrevelant.)

Q. During the existence of this deed of trust did you sell any part of the property?

A. I sold the lumber on one part of the farm.

Q. (Question excepted to for the same reason as above.)

Q. What information did Mr. Duck have of this sale ?

(Question and any answer thereto excepted to by defendant because irrevelant. And it is agreed that this exception may apply to any and all questions and answers of this witness.)

A. I don't know that my father said anything to Mr. Duck at

all. I think he made the sale within himself. After they began to cut the timber Mr. Duck went in the woods and stopped the men from cutting.

Q. Was the timber afterwards cut ?

A. Yes Sir. My father was sick in bed at the time and sent for Mr. John M. Gay, the man he sold the lumber to, to come over and he also sent for Mr. Duck and they made some arrangement to let them keep on cutting, but I think my father got the money. He never paid the money to Mr. Duck, I know positively of that.

Q. You don't know what these arrangements were ?

A. No. They just made arrangements to keep cutting, but my father got the money therefor.

Q. But you do know that Mr. Duck stopped them from cutting until these arrangements were made ?

A. Yes.

(Question and any answer excepted to because the records are the best evidence.)

Q. What was the amount of the deed of trust at the time of the cutting of the timber ?

A. It was somewhere between fifteen hundred and two thousand dollars. I don't know the exact amount.

Q. What was your estimate of the value of your father's farm at this time, or the farm on which the deed of trust was given?

A. I suppose it was worth five thousand dollars.

CROSS EXAMINATION.

Q. How old were you at the time of this transaction ?

A. I suppose I was 19 or 20 years old.

Q. Are you prepared to say that Mr. Duck had a deed of trust on the whole tract of land where you now live, or on a part of it ?

A. The deed of trust was on the whole place.

Q. Was that the only deed of trust on the property ?

A. It was.

Q. And you know that when Messrs. Gay, Duck and your father got together some arrangements were made, of which you cannot testi-

fy, and that Mr. Gay continued to cut the timber and your father got all the money ?

A. Yes Sir, of the portion of timber that we cut at that time, and after that Mr. Gay moved his mill over on the Duck land known as the "Grasshopper" tract and we then sold the lumber on the North side of the farm and that money was paid over to Mr. Duck.

Q. That money was paid to Mr. Duck at the request of your father, was it not ?

A. Yes Sir.

Further this deponent saith not.

W. H. English, a witness of lawful age, being duly sworn deposeth and says as follows;

Please state your name, age, residence, occupation and do you know the parties to this suit ?

A. W. H. English, fifty-five years old, live in Isle of Wight County, about four miles from Windsor, am a farmer, and am acquainted with the parties to this suit .

Q. Have you ever bought a horse or mule from Mr. Cox ?

A. A mule.

Q. When was this ?

A. It was about 1888. No I am mistaken. It was 1889 I worked with Mr. Duck by the month and I bought the mule in 1889.

Q. Who recommended the mule to you ?

A. Mr. I. W. Duck.

Q. Who did you pay for the mule ?

A. Mr. R. J. Cox.

(All the foregoing questions and answers are excepted to because irrevelant.) CROSS EXAMINATION.

Q. What time of the year was it that you bought the mule ?

A. I bought the mule in February, 1889.

Further this deponent saith not.

J. M. BALLARD, a witness of lawful age, being duly sworn deposeth and says as follows;

Q. Please state your name, age, residence, occupation, and

do you know the parties to this suit ?

A. J. M. Ballard, am forty-nine years old, live in Isle of Wight County about a quarter of a mile from Mr. Cox farm, and I know the parties to this suit.

Q. Were you familiar with the farm on which Mr. and Mrs. Cox resided and on which Mr. Duck held a deed of trust in the year 1889 ?

A. I was familiar with the farm but I don't know anything about the deed of trust.

Q. Were you reasonably familiar with the value of farming property in 1889 ?

A. I think I was.

Q. What value would you place on the farm of Mr. and Mrs. Cox in the year 1889 ?

A. I would not lik to have put more than six hundred dollars in it.

Q. Since that time do you know whether any timber has been cut off of it ?

A. I think I cut some myself.

Q. Who did you buy this timber from ?

A. Mr. Cox.

Q. Did Mr. I. W. Duck have any connection with the sale ?

A. Not a particle.

Q. Did he know of the sale ?

A. I don't know whether he did or not. I got some off there several times.

Q. How far did Mr. Duck live from you ?

A. His farm adjoins mine.

Q. How long were you cutting the timber ?

A. Some times I would cut five or six days, then again just three or four days.

Q. About how much timber did you buy from him ?

A. I bought at different times. I bought some poplar. Not

more than five or six thousand feet.

Q. How much timber would you estimate has been cut from the farm since 1889 ?

A. They have been cutting there for several years. Cox had one mill himself that got blown up.

Q. Do you know what disposition he made of the mill that was blown up ?

A. No Sir.

Q. Were you well acquainted with Mr. Duck and his business methods ?

A. No Sir.

Q. What were his ways of doing business.

A. I don't know.

Q. Did you ever borrow any money from him ?

A. Yes Sir.

Q. Was he liberal in lending money or did he require ample security ?

A. He was pretty good about accomodating every one that went to him. All you had to do was to do what you promised him.

Q. From your knowledge of him, do you think he would be liable to lend as much as \$900.00 on the farm of Mr. and Mrs. Cox in 1889, when he was also liable as indorser on his note in sums amounting to between two and three hundred dollars ?

A. He might have done it. I don't think I would. I think it would have been kind of doubtful about him doing it. He did not mind lending money where it was safe.

CROSS EXAMINATION.

Q. About what would you pay per thousand for the timber cut on that land ?

A. About a dollar a thousand.

Q. Then the best of your recollection you paid Cox some five or six dollars for the timber you cut from his land ?

A. Yes Sir.

Q. Mr. Burges asked you if Mr. Duck would lend \$900.00 to Cox in 1889, and I want to ask you if you think there is anything strange in his taking a deed of trust for \$900.00 if Cox already owed him most of the money ?

A. If he owed him most of the money I don't think that I would have put anymore in it.

Q. If Mr. Cox owed Mr. Duck considerable money and he was not properly secured, would it be unnatural to let him have a little more to get a good deed fo trust for all of it ?

A. Sometime you have to swap like that. I have to do that somtimes myself but I don't like to do it.

Q. You have been asked if you know anything about the business methods of Mr. Duck, do you know anything about the business methods of Mr. Cox ?

A. I know about as much about one as the other.

Q. Is it not a fact that Mr. Cox was a good sort of fellow, trying to get in debt here and there, and hardly ever paying any of it ?

A. Cox would always most pay up when he could get the money. Of course when he did not have it he could not pay.

Q. From what you know of Mr. Duck, do you believe that he would take a deed of trust from Mr. Cox for money unless Mr. Cox owed it to him ?

A. I don't think that he would.

Q. Have you a single doubt in your mind now that Cox justly owed Mr. Duck enough to take the whole farm ?

A. I don't know about what he owed Mr. Duck. I have no doubt that Mr. Cox owed Mr. Duck some money, but how much I don't know. Mr. Duck along in his old age was right smart and forgetful, and he would go to Cox and get some lumber and he might not put it down. They were both kind of slack in their business. I don't think that Mr. Duck would wrong any body if he knew.

Q. What do you think the Cox farm would sell for now ?

A. You know one acre would seel for now what three would some time ago. I should think that a thousand dollars would be enough for it now.

Q. Then, if I understand you from that question and answer, knowing Mr. Cox and Mr. Duck as you do, you have no doubt that Cox owes him, but you think the amount of the debt which Cox does owe would be very hard to find out ?

A. Yes Sur.

Q. Do you think that Mr. Duck would charge up a single penny or take a note for a single penny that Cox did not owe him ?

A. Only by way of the failure to keep the accounts straight.

Q. Then if he took a deed of trust from Cox for more than Cox owed him it was to keep somebody from bothering Cox and it was done at the request of Cox ?

A. Yes.

Q. Has Cox been doing anything lately, I mean within the last two or three years, which would cause him to get in debt, I mean to specially cause him to get in debt heavily ?

A. I think he has been making buckle and tongue meet.

Q. If Mr. Cox has given a second deed of trust on this land for three or four hundred dollars and is now being sued by the George S. Briggs Co. for \$519.00, and has turned over his business in the name of his sons, would you not suppose, from your knowledge of this, believe that these were old back debts in part or in whole ?

A. I expect some were old back debts.

Q. (Question and answer excepted to because hypothetical and irrevelant.)

RE EXAMINATION.

Q. You said that Mr. Duck would not take a deed of trust unless requested so to do unless the debt was due him. Suppose he was liable, more or less, as an indorser in bank, would he, or would he not secure himself ?

A. I should think he would.

Further this deponent saith not

J. H. ENGLISH , a witness of lawful age, being duly sworn de-
poseth and says as follows;

Q. Please state your name, age, residence, occupation and
do you know the parties to this suit ?

A. J. H. English, fifty-three years old, live in Isle of
Wight County about a half a mile from Mr. Cox and I know the parties
to this suit.

Q. Were you reasonably familiar with the value of farm prop-
erty in 1889 ?

A. Not specially so. I might have had as good an idea as
the general run of men, but I am not an expert.

Q. What value would you put on the seventy-five (75) acres
on which Cox and his wife lived about the year 1889 ?

A. About seven or eight hundred dollars.

CROSS EXAMINATION.

How long have you known Mr. Cox ?

A. About twenty-five years.

Q. Since you have known him has he not been a money borrower,
and a man who kept in debt practically all the time ?

A. I don't know Sir.

Further this deponent saith not.

The depositions of A. T. Byrd and others taken before me
Lily C. Scott, a Notary Public in and for the County of Isle of
Wight at Windsor, Virginia at the office of Wm. S. Holland by
consent of parties as to time and place, to be read as evidence
on behalf of the plaintiff in the suit of Mary E. Cox vs. Wm. S.
Holland, Committee of I. W. Duck et als.

PRESENT, J. U. Burges counsel for plaintiff.

Wm. S. Holland counsel for defendants.

A. T. Byrd a witness of lawful age being duly sworn deposes
as follows:

Q. Mr. Byrd, what if any, statement have you heard Mr. I. W.
Duck make in regard to a deed of trust which he held on the farm
owned by Mary E. Cox?

A. Not any.

Q. What if any, statement have you heard Mr. Duck make in re-
gard to any alleged indebtedness due him by R. J. Cox?

Excepted to by defendant because irrelevant.

A. It was an occasion wherein Mr. Duck and Mr. Cox came to
me and executed a bond on an appeal case wherein there was a horse
trade. After executing the bond Mr. Duck made some allusions to
his and Mr. Cox's dealings in a way it impressed me that Mr. Duck
did not hold any real claim upon the property except it was for
an indorsation on some notes and the impression he made at the
time was that Mr. Cox did not really owe him any money but that he
was endeavoring to protect Mr. Cox in order that he might be able
may be in the future to protect him, Duck.

Q. Do you remember in what year this conversation took place?

A. In 1888.

Q. What time in the year was it?

A. I can't say as to the month.

Q. Do you remember the style of the suit in which this bond was given?

A. I do not exactly but it was concerning a horse trade.

Q. Was the case appealed to the County Court of Isle of Wight County?

A. Yes Sir, that was why Mr. Duck and Mr. Cox came before me, being a Justice of the Peace at that time, and executed a bond.

Q. Did they execute a bond or was the surety orally made?

The question and any answer thereto is excepted to by the defendants on the ground that if a bond was given the best evidence is the bond, and if surety was taken orally the law requires that an indorsment be made on the warrant and the indorsment would be the best evidence.

A. The surety was, according to my recollection, orally made.

The question was asked in order to ascertain the facts in the event the records could not be found in the records of Isle of Wight County Court.

Q. Then Mr. Byrd if I understand you, at the time that Mr. Duck became a surety for Mr. Cox in the warrant arising out of a horse trade, that Mr. Duck made remarks which left you under the impression that Mr. Cox was not indebted to him in any amount except that he was liable as an indorser on his notes?

Excepted to for reasons apparent on its face and for reasons hereinbefore given.

A. That is the impression that was made with me at the time.

CROSS EXAMINATION without waiver of exception.

Q. Did you try the case you have spoken of as Justice?

A. Yes Sir.

Q. Who were the defendants?

A. It has been quite a long while ago but my recollection is that John Turner was.

Q. Who was the plaintiff, I mean was it R. J. Cox or Mary E. Cox or I. W. Duck?

A. I cannot say as to that it was either R. J. Cox or Mrs. Cox one or the other, I don't think Mr. Duck played any part in it in the beginning. Now that is my recollection remember it has been quite a long while ago and I can't state things exactly positively as I have no record never expecting to be called on to mention these things again, and I only speak of it as a recollection of the matter as it came before me while I was a Justice of the Peace.

Q. You have stated that it was in the year 1888, was it in the Spring, Summer or Fall of that year?

A. I can't say exactly and I only can say that it was in the year 1888 because I know exactly where I was located at work in the year 1888 and at the place I was a t work at that time was the year Mr. Cox and Mr. Duck came to me. I have other incidences that leads me up to know I was at that place in the year 1888 but it has nothing to do with this case I don't suppose.

Q. I understand that from the place where you were located in business in the year 1888 and from other incidents you are quite sure the conversation was some time in the year 1888, but you can't tell what time of the year?

A. I am quite sure it was in 1888.

Q. The matter in controversy, if I understand you, was a horse or a mule?

A. That is right a horse or a mule.

Q. I understand you decided the case against Mr. Cox?

A. I did.

Q. Now when Mr. Duck and Mr. Cox came before you about a bond or about giving security, will you please give as nearly as you can the exact language of Mr. Duck in reference to his affairs with Cox?

A. He did not say very much about it. He did not allude to it at all until after the papers were fixed and he was about to leave and he simply said, I can't repeat the words exactly, but he said that Cox did not owe him anything very much or he made that impression on my mind, but he was going to see Cox out, as to the exact language I can't repeat exactly it having been several years and not expecting any re-occurrence on any particular subject I did not take much interest in the minute details of it.

Q. This took place about sixteen years ago, was there anything particular or special about the talk which causes you to remember it?

A. I can't say that there was except the matter which has just been referred to-

Q. In 1888 you heard Mr. Duck make a statement about what R. J. Cox owed him, please state when was the next time you heard that matter mentioned by anybody?

A. It has been about a year ago.

Q. Then for nearly fifteen years you did not hear anything said about this conversation and there was nothing peculiar or striking about the conversation, and if I understand, you have said all along you did not tax your memory with the matter because you did not expect ever to have occasion to repeat it, now can you explain how it is that you do remember or isn't it true that you are making a statement in accordance with an impression and not in accordance with any memory you have on the subject?

A. A man can see and hear things years back and never have an occasion to think of them until his attention is called to the matter and it will come to his mind that such was the case. The impression at the time that the statement was made is as before stated.

Q. Then do you mean to say that Mr. Cox or some one else came to you about a year ago and repeated to you what Mr. Duck did say

and that after he repeated what Mr. Duck did say you remembered it?

A. Mr. Cox came to me I say a year ago, it may be more or less, and asked me if I remembered a case between himself and Mr. Turner concerning a horse trade and if I remembered Mr. Ducks going with him before me to give bond in an appeal case under my decision as Justice of the Peace, and from that I began to think over the matter and I, as I have said before, it is only from my recollection of what transpired.

Q. Were you a witness in the case at Isle of Wight Court House?

A. No sir, at least I did not attend.

Q. Did R. J. Cox testify before you in the horse case or mule case?

A. I can't say right now whether he did or not.

Q. My opinion is that he was a witness before you and did testify, will you please be kind enough to refresh any memory just as in the other instances and see if it will come back to you whether or not he was a witness?

A. I can't say positively whether he was or not but I presume that he was a witness in the case. I only presume that and that would be a little different in the statement in connection with the incidents that bring about the giving of the bond because the the giving of the bond was under a little peculiar circumstances and at a different place and on a different occasion, wherein I could remember things that will occur between you and I and Mr. Burges that I could not remember if I were to go down the road here and be in a crowd of fifty people.

Q. Was it not your duty to give particular attention to the testimony in the case in the matter of decision, and did you not tax your mind as much with the evidence in the case as you did with the mere giving of security?

A. I did but when I give my decision in the case that ended it so far as I was concerned.

Q. When you took the bond or took the security that ended it so far as you were concerned did it not?

A. It did but it was under different circumstances.

Q. Please tell under what circumstances this bond was given or this security?

A. Well, I was at work in the shop at the work bench and nobody was around there except the black-smith and he was in and out and Mr. Cox and Mr. Duck came. Mr. Duck's presence around there was something unusual. He never had been there before and never has been there since except once, and when he walked in it was a surprise to me and these little incidents bring to my mind things that occurred, wherein it would not have had it been out there at Joyner's store sitting there hearing of a warrant case may be.

Q. I want to know if during the trial of that case you can remember that R. J. Cox stated on oath in the presence of J. Luther Freeman and James I. Johnson and others that he owed Mr. Duck more than he could ever pay and that everything he had belonged to Irvin Duck and Tom Clements or words to that effect?

A. No sir, I can't say that.

Q. Can you deny that he gave such testimony?

A. No sir.

Q. If I understand you will not say whether he gave such testimony or not because you can't remember?

A. That's right.

Q. Have you got any idea as to the nature of the case which Cox tried to make out on that case, and if so what was the substance, without going into details I mean, especially did he not claim before you that the horse or mule belonged to Irwin Duck?

A. I do not remember exactly whether or not I issued the warrant nor can I give you any of the details as to that, I suppose the records might show that.

Q. You do remember that the case was about a horse or a mule?

A. Yes sir, I think it was about a horse or a mule or two mules

or something of that kind I don't remember now whether it was a horse or a mule.

Q. You do remember as well as you remember anything, as I understand, that there had been a horse trade or a mule trade between Cox and Turner, am I right in this particular?

A. Well, there was according to the warrant.

Q. When the case was tried Cox undertook to annul or do away with the trade or to claim that there had been no trade, am I right about this?

A. I can't tell exactly as to what his plea was but it was according to my judgment a horse trade and I decided to let it stay as it was.

Q. Do remember whether Cox admitted that there had been a trade but plead that he was drunk at the time of the trade and therefore wanted it annulled?

A. I do not remember any plea of drunkenness from Cox.

Q. Then if I understand you, you have got no idea at all on what ground the plaintiff claimed the horse or mule or horses or mules?

A. Well, my recollection is that they had a claim or a deed of trust or bill of sale or something of that kind.

Q. In whose favor was the deed of trust or bill of sale according to your recollection?

A. In favor of I. W. Duck.

Q. Then do you not remember just as well as you remember anything that R. J. Cox by his own testimony and by all his witnesses tried to show that he was indebted to I. W. Duck and that his property including his mule or horse or horses belonged to I. W. Duck and not to him?

Question objected to by counsel for plaintiff as such evidence would not have been admissible if offered.

Counsel for defendants replies that he is trying to learn from the witness if there is one single thing connected with this case about which the witness has any memory at all except the isolated statement by I. W. Duck when surety was given.

A. I can't remember all the testimony that was submitted in the trial but the impression was made that Mr. Duck did have a lien on the property in controversy but he did not say whether he owed it for an indorsation or whether it was for bacon or lard or corn or peanuts. I have a mortgage at the present time on my property to secure an indorsation for a negotiable note and if the negotiable note is never paid why, my indorser would have a right to make up the defalcation from my property and that is about the way I understood from Mr. Duck's remarks at the time he gave the bond.

Q. Will you please state anything at all connected with this case with as much particularity as you can, the statement made by Mr. Duck when the surety is said to have been given?

A. Well, as I said before, Mr. Duck never was at my place of business before and that is the only incidence that will refresh my memory and he has never been there since but once, and in the year 1888 I know where I did business and it was a little out of the way for my business and these incidents connected refresh my memory of the visit he paid me and what transpired at that time.

And further this deponent saith not.

Jno. L. Lawrence a witness of lawful age being duly sworn deposes as follows:

Q. Mr. Lawrence, were you acquainted with the farm on which Mr. R. J. Cox now resides in the year 1889?

A. Yes.

Q. What valuation would you put on the farm in that year?

A. I should say about \$300.00 not exceeding \$350.00.

Q. From your knowledge of Mr. Duck as a business man do you believe that he would loan as much as \$900.00 on this farm?

Question excepted to because it seeks the opinion of the witness and because irrelevant.

A. It does not strike me that any good business man would have loaned that amount on the place.

Q. If you were told that Mr. Duck loaned \$916.00 on this farm, that he collected no interest on this amount for fourteen years, that at the time this loan was made he was already liable as indorser on the note of the party to whom the loan was made in the sum of \$175.00 and that only a few days after this loan was made he indorsed another note for the same party for \$125.00, and that while all these debts were still due he permitted the timber to be cut and hauled from said farm without objection, would you believe the statement to be true?

Question excepted to because it asks for the opinion upon a hypothetical question. That sort of testimony is inadmissible unless it is shown that the witness is an expert along the line on which he is examined, and it is not shown that this witness is an expert on such matters and for other reasons appearing on the face of the question.

A. No, I should not.

Q. Were you well acquainted with Mr. Duck.

A. Yes, I had been living right near him.

Q. Were you conversant with his methods of doing business?

Question objected to for reasons apparent on its face.

A. Well yes, I was, well that is I never had had very much business personally with Mr. Duck but at the same time I have heard others talk of their transactions with him.

CROSS EXAMINATION without waiver of exception.

Q. Are you interested directly or indirectly in this suit.

A. No sir, I am not.

Q. Are you not indirectly interested in the two mortgages or deed of trust?

A. I am not, I have made Mr. Dennis an offer for his interest, the offer has since been refused. I made him a proposition rather than an offer.

Q. I do not understand what you mean by a proposition or an offer, do you mean you offered to buy his debt?

A. Yes that is about the size of it, I think you answered the letter.

Q. You are on the injunction bond of Mr. Cox and Mrs. Cox, are you not?

A. Yes, I am.

Q. On the day when this property was advertised to be sold and was not sold on account of the injunction, were you at Darden or MtCarmel?

A. Yes sir, I was.

Q. Did you not see J. H. Duck and others there?

A. Yes I saw him there.

Q. Did you not say in the hearing or presence of J. H. Duck on that occasion, that you believed Cox owed Irvin Duck this money but that the contrary could be proved and would be proved and that you were getting a fee or pay out of Dennis or somebody else?

A. No sir, I did not. I remember distinctly of Mr. Duck saying that he believed the money was due and I told him that that had nothing to do with the case if Mr. Cox could prove to the contrary.

Q. You did not tell him that you were interested in any other debt that Cox owed?

A. I could not have told him so. I was not then and have not been since then. I remember saying at the time, in connection with your other question, it was very strange if Mr. Cox owed Mr. Duck this money, it was very strange that Mr. Duck allowed Mr. Cox to sell me two or three hundred dollars worth of lumber, and seeing me every week and never made any effort to stop any of the money in my hands.

Q. Did you tell Mr. J. H. Duck in words or in substance on the occasion above alluded to at MtCarmel or Darden that you were getting any benefit or expected to get any benefit out of the Cox case?

A. I have no recollection whatever of having told Mr. Duck that. I do not think I exchanged a half a dozen words with him that day. Do you mean Mr. Joe Duck or Mr. John H. Duck the merchant?

Q. I mean Joseph H. Duck and now after giving you the name of the man would you like to change your answer in any way.

A. No sir.

Q. Is it not a fact that you from the first took an active part in this matter?

A. No sir, it is not. In the beginning I went to Suffolk with Mr. Cox and talked with Mr. Burges and at that time spoke to him and talked with Mr. Dennis. I may have told Mr. Joe Duck at that time of that, I have no recollection of having done so.

Q. You have said that you knew I.W. Duck fairly well, how long had you known R. J. Cox?

A. I have known Mr. Cox just about as long as I have Mr. Duck, ever since 1882 or 1883.

Q. Do you not know as a matter of fact, that R. J. Cox is slow pay?

A. I can't say that I do of my own knowledge.

Q. Do you not know that just as well as you know anything about the business of I. W. Duck?

A. Yes, I suppose so.

Q. To the best of your knowledge and belief has'nt it always been a very hard matter to collect money from R. J. Cox?

Objected to by counsel for plaintiff for reasons apparent upon the face of the question.

A. I never had occasion to collect anything from Mr. Cox except once, and that was in the settlement of Dr. Duck's estate, he then very readily agreed to furnish the lumber, whether he furnished the full amount or not I do not know, I think there is a balance due the estate now.

Q. Then you never had but one experience and you did not collect that time, am I right?

A. I collected the greater portion.

Q. You have been asked a hypothetical question about Mr. Duck and now I want to ask you one about Mr. Cox, if you could be informed from the record and otherwise that I. W. Duck and T. J. Clements furnished R. J. Cox money and signed notes with him and aided him in his business from time to time for years and years, and if you should be told that R. J. Cox owed these gentlemen considerable money, that they had an actual deed for this land and for lots of personal property, and that in one way and another Mr. Cox became in debt to I. W. Duck in the sum of \$916.00 and that I. W. Duck took a deed of trust on the only property Cox owned to secure his debt, would you think it unreasonable or absurd?

A. No, I would not think it unreasonable.

RE-EXAMINATION by counsel for plaintiff.

Q. Mr. Lawrence state the nature of the correspondance which took place between you and Mr. Dennis in regard to your securing an interest in the Cox bond or Cox notes?

Question and any answer thereto excepted to because the letters themselves are the best evidence of their nature and if it is desired to prove the nature of the letters the defendants ask for the production of the letters.

A. Well there was several letters, it is hard for me to state what was in them. I have copies of each one of the letters at home.

Counsel for plaintiff replies to objection by counsel for defendants that he will file in evidence the correspondance mentioned in the question.

And further this deponent saith not.

Mr. J. E. T. Joyner a witness of lawful age being duly sworn deposes as follows:

Q. Were you acquainted with the farm on which Mr. and Mrs. R. J. Cox resided during the year 1889?

A. Yes sir, I suppose I was, I lived right close there.

Q. What is your opinion of its value during that year?

A. Well in about that time Mr. Burges I do not suppose it was worth over three or four hundred dollars at best.

Q. Were you personally acquainted with Mr. Duck?

A. Yes sir.

Q. Were you well acquainted with his business methods?

A. Well not so much so, of course I did right smart business with Mr. Duck.

Last question an answer excepted to for reasons apparent on its face and because irrelevant.

Q. Do you believe from your knowledge of Mr. Duck that he would be willing to loan as much as \$900.00 on this property.

Question excepted to for same reason and because the opinion of the witness is sought.

A. Why I do not think Mr. Duck would have loaned \$500.00 on that place if he had not been bound to have done it.

Q. Are you in any way interested in this suit?

A. Not a bit on either side.

Q. Are you related to these parties?

No, not a bit on either side.

CROSS EXAMINATION without waiver of exception.

Q. You have known Mr. Duck and Mr. Cox about all your life have you not?

A. Yes sir, been raised right with them.

Q. You know about as much of the business habits of one as you do the other do you not?

A. Yes, about as much so far as I know.

Q' You have been asked what Mr. Duck would do, do you not know that Mr. Duck has for a long time helped a great many people without taking what business people call good security every time?

A. Well I don't hardly remember Mr. Holland, he has, Mr. Duck has helped me but I made him secure for every cent he ever helped me but I have hearn talk of his helping people in the neighborhood. He was a man that never pushed you very much about a debt, of course he always wanted to be on the safe side. He never pushed me about any money that I owed him.

Q. If the records should show that for many years Mr. I. W. Duck and Mr. T. J. Clements let Mr. Cox have money and signed notes for him, from your knowledge of the three parties would it be probable or likely that R. J. Cox owed these people \$916.00 in all?

A. Of course it would not be unreasonable if they let him have money every time he went for it. It would not be unreasonable.

Q. If it should turn out that R. J. Cox or his wife bought this land the very day the deed of trust was given and should also turn out that Mr. Duck had been aiding Cox in the saw mill business, would you think it strange if Mr. Duck took a deed of trust?

A. Well I would not. I should have thought it would have been wise if Mr. Cox had got in debt to Mr. Duck, I should have thought it would have been wise to have taken the deed of trust if it had not have been but \$300.00.

Q. To the best of your knowledge and belief, knowing the people as you say you do, don't you know that Cox was in debt very much to Mr. Duck or to Mr. Clements or to both of them.

A. Well, no Mr. Holland, I did not have anything at all to do with it and I did not ask anything about it. I have always made it a rule not to bother with other mens business and I do not know whether he owed Mr. Duck or anything about it.

Q. You can't say that you know unless you did make inquiries and you can't say that you knew how I. W. Duck did business except

what he did with you but you have given your opinion as to whether I. W. Duck would take a deed of trust for \$916.00, now please give me your opinion as you did before to Mr. Burges as to whether Cox was indebted to Duck very largely or not.

A. Well, I don't know whether he was indebted to Mr. Duck or not for Mr. Duck never told me so, not Mr. Cox never told me so, so I don't see how I could know it.

Q. I am not asking at all as to what you know but from your knowledge of the two people, if several transactions and a deed of trust were had between him and Mr. Duck, do you not believe that he was indebted to I. W. Duck?

A. Well, of course Mr. Holland if Mr. Duck had several mortgages and deeds of trust I must believe then that Mr. Cox owed Mr. Duck.

Q. Is Mr. Cox prompt or slow pay?

A. Mr. Cox has always paid me every cent he ever owed me. The only bills that I have had with Mr. Cox was in buying lumber of him and paying of him and selling him the provision I raised on the farm for his use at the saw mill, that is about the only bills Mr. Cox and I have ever had. I suppose I have bought three or four hundred dollars worth of lumber. I think I have sold him about seventy-five or eighty dollars worth of feed to be used at the saw mill and I told him at the time that I wanted the lumber and I never had a bit of trouble about it.

Q. Then you collected what he owed you by taking lumber.

A. Yes sir, I told him when I sold it to him, I want^{ed} it, when I went for my lumber I got it.

Q. To the best of your knowledge and belief was'nt it necessary for Mr. Cox to borrow money constantly in order to run his farm and saw mill?

A. Well I don't know anything about a saw mill man Mr. Holland, I could'nt say. I think one thing Mr. Cox either had to have some money out of his saw mill or somebody had to let him have some one.

Q. You don't seem to understand me, every time I ask you for your opinion you tell me that you don't know, Mr. Burges asked you for your opinion about Mr. Duck and you gave it quite easily, will you please give me your opinion as to whether Mr. Cox was'nt compelled to go into debt and borrow money constantly in order to run his business?

A. I told you awhile ago Mr. Holland, he had to have some money from some where but as to whether he got it out of his saw mill and paid it or not I don't know. I know Mr. Cox had to have some money from some where, but whether he was getting it out of his saw mill or not I don't know.

Q. I understand from you Mr. Joyner that you knew Mr. Cox and Mr. Duck both very well and that you believe Mr. R. J. Cox promptly paid his debts and made money out of the saw mill, am I correct?

A. No sir, I did not say that Mr. Cox very promptly paid his debts, I said he paid his debts to me, but so far as what he owes other people I do not know, he may owe ten thousand dollars, I do not know. Some men are slow pay to some and to others are not, I might have been the lucky one.

Q. Are you willing to give any opinion in regard to Mr. Cox as you have done about Mr. Duck.

A. Well, of course I can give opinion of Mr. Cox so far as just what I know. Of course Mr. Cox is like myself a very poor man, we have to get money and do the best we can when we are trying to make money, my opinion is that he had to get money from some body, this is just what I believe about it.

Q. Don't you believe that R. J. Cox owes I. W. Duck money to-day?

A. Yes I do believe it from what Mr. Cox told me. He told me he owed Mr. Duck money yesterday but that is all I know about it. Mr. Cox did tell me that he owed Mr. I. W. Duck \$70.00, if he told me the truth he owes it, if he told me a lie he does not owe it.

Q. Outside of what Cox told you, do you believe that he owes Irvin Duck money or not?

A. No sir, I do not believe it and I do not disbelieve it because

I do not know nary thing in the world about it.

And further this deponent saith not.

E. A. Clements a witness of lawful age being duly sworn deposes as follows:

Q. Mr. Clements have you had access to the books and papers of your father since his death?

A. I have sir.

Q. Who has managed his estate since that time?

A. I, myself.

Q. Does not his books show or have you heard him say that the time the deed was made from Clements and Duck to Mary E. Cox that either R. J. Cox or Mrs. Cox was indebted to him?

Question excepted to for reasons appearing on its face and for the reason that if any information is desired from the books of Mr. T. J. Clements the defendants ask that the same be produced.

Plaintiff by counsel in reply to the objection ask the witness if he has in his possession the books of his father?

A. Well I don't know as he had any books.

Q. Have you ever found any records of any indebtedness due him by Mr. or Mrs. Cox.

Question excepted to for reasons above stated and ask that any record found be produced.

A. No sir.

Q. Have you or not heard your father say as to whether or not Mr. or Mrs. Cox were indebted to him during or after the year 1889?

Question excepted to for reasons apparent on its face, Mr. T. J. Clements not being a party to this suit and it appearing that

he is dead and that his estate, if any he has, is not interested in this matter.

A. Yes, they were clear, they did not owe him anything.

CROSS EXAMINATIONn without waiver of exception.

Q. I did not understand Mr. Clements whether you said this was before or after 1889, which was it?

A. After 1889.

Q. Do you know how they paid him what they owed him?

A. Well, no sir I do not. I know my father used to get lumber from Mr. Cox but whether he got lumber enough to settle all he owed him I am not prepared to say.

Q. In 1889 and just before that time is it not a fact that your father was indebted to some extent to I. W. Duck.

A. It is.

Q. I understand you to admit that before 1889 your father was indebted to some extent to I. W. Duck, am I right?

A. You are.

Q. If he was so indebted to I. W. Duck do you know that he did not pay any part of any debt he owed I. W. Duck by assigning or turning over his claim against Cox and wife to him?

A. No sir, I do not know as I do.

And further this deponent saith not.

Notary fee \$5.00

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current count of the
IN THE [^]COUNTY OF ISLE OF WIGHT, VIRGINIA.

Mary E. Cox

vs.

Wm. S. Holland, Committee of I. W. Duck.)

May S. Cox et al

vs

W.S. Hall and Counter &c

Depositions of Beale
and others for plaintiff

Per Bon Copy

Mar 19, 1904

IN WITNESS WHEREOF I have set my hand this 19th day of
March, 1904.

Time employed three hours.

Notary Public.

cause that there is nothing to show that these notes were made in January, 1889, and nothing to show that they are renewals of any notes that were made at that time or before that time nor is there anything to show any connection between these notes and the notes referred to----- I mean copies of mortgages, both of which refer to some negotiable note or notes-----there being nothing to connect any of these notes with the notes referred to in said mortgages).

(Counsel for plaintiff replied that the deeds marked exhibits "B" and "C" and the notes endorsed by Duck and Clements are introduced in evidence as circumstances leading up to the giving of the deed of trust marked exhibit "A" and show the nature of the transactions between plaintiff and the defendant, I. W. Duck; that the notes endorsed by W. S. Holland and I. W. Duck show on their face that they were given in renewal of the note which was carried in bank endorsed by Clements and Duck; that they further indicate that the first mentioned note was not retired when the last deed of trust was given and that while a new deed was given the nature of the transaction which had heretofore existed between the defendant, Duck, and the plaintiff was not altered. That, therefore, these notes and deeds are circumstances necessary and competent to show the nature and true purport of the deed of trust under controversy).

I, R. L. Woodward, a Notary Public for the County of Nansemond and State of Virginia, do certify that the foregoing depositions of James M. Beale, A. J. Dorsey and C. J. Dennis were duly sworn to before me at the place and time mentioned therein and in the caption thereto by the consent of all parties, both plaintiffs and defendants, and that the signatures thereto were given by consent.

~~of~~ the timber on said farm notwithstanding the ~~plaintiff's~~ defendant's claim that it was mortgaged for a large sum of money and ^{the fact} that he assented to said contract is one of the circumstances which would indicate that the deed of trust did not represent the large indebtedness claimed by the defendants.)

(Counsel for defendant further replied that he thinks Mr. Burges is mistaken as to the connection between the papers and the evidence.)

A. The purpose of this contract was to purchase the output of his mill as shown by its face.

CROSS-EXAMINATION WITHOUT WAIVER OF EXCEPTION.

Q. Did you know Mr. I. W. Duck in this transaction?

A. No sir.

Q. Have you any idea how much timber you bought from Mr. Cox under this contract?

A. Well I could find out by looking on my books.

He was not a very large shipper. He shipped about two cords a month.

Q. Is it not a fact that you paid before you got the timber?

A. Right much of the time.

Q. Is it not a fact that Cox was always wanting money and claimed to be hard up?

(Counsel for plaintiff excepts to the question as being irrelevant the witness having been placed on the stand simply to prove the contract.)

A. Well Mr. Cox was a little shy at times.

And further this deponent saith not.

(The defendants by counsel excepted to the introduction of this because not relevant and especially does he wish to emphasize this in reference to the notes because they are not notes endorsed by I. W. Duck, but notes endorsed by I. W. Duck, T. J. Clements and W. S. Holland, and be-

April 25, 1889, for \$125.00 endorsed by Duck and Holland.

June 14, 1889, for \$170.00 endorsed by Duck and Holland.

August 16, 1889, for \$138.50, endorsed by Duck and Holland.

December 20, 1889, for \$130.00 endorsed by Duck and Holland.

February 21, 1890, for \$130.00 endorsed by Duck and Holland.

June 27, 1890, for \$125.00 endorsed by Duck and Holland.

August 28, 1890, for \$120.00 endorsed by Duck and Holland.

And a copy of a note for \$100.00 on which there is an endorsement "paid by R. J. Cox \$32.30. "Paid by I. W. Duck February 9, 1891, W. H. Jones, Jr., Cashier". All of which notes are marked exhibits "1" "2" "3" "4" "5" "6" "7" "8" "9" "10" "11" "12" and a copy of a note marked exhibit "copy".

C. J. Dennis being of lawful age and being duly sworn deposes and says, as follows:

Q. What is your occupation and do you know the parties to this suit?

A. Manager of the Nansenond Lumber Company and I know the parties to this suit.

Q. Will you please examine the contract which I hand to you and tell us when it was executed and for what purpose was it made, the same being introduced as evidence marked exhibit "D".

(The defendant by counsel excepted to the above question and any ~~any~~ answer ther to and excepted to the introduction of the paper purporting to be a contract because ~~there~~ there is nothing on the paper and nothing in the evidence to connect the contract with the transaction under investigation, all of which is submitted).

(Counsel for plaintiff replied that it having been shown by the witness Dorsey that Mr. Duck was advised as to the contents of the contract between the Nansenond Lumber Company and Mrs. Cox and still further shown by said witness that he assented thereto that said contract is relevant in that it shows that Duck consented to the sale

Q. Then you could tell better how many feet he cut in a day that you could tell how many men worked around the saw-mill?

A. Yes sir. ~~If the mill~~ The mill never ran regularly. Some days we would run two or three hours and then some days run half a day. You know how a saw-mill is.

Q. Have you any idea of the acres on this Cox tract?

A. No sir I have not.

Q. You could not say whether twenty-five or two hundred?

A. No sir. I have never been the line around.

Q. If you can not tell whether twenty-five or two hundred how can you tell me whether it was 250,000 feet of timber on the tract of land?

A. There was a good deal of open land. You can get 250,000 feet of timber on twenty-five acres of land.

Q. And you can get ten million feet of timber on two hundred acres of land.

A. No you can not. If you can I have never seen it.

Mr. J. E. Beale being recalled testified as follows:

Questioned by Mr. Burges.

Q. What was your opinion of the value of Mr. Cox' farm or Mrs. Cox' farm in 1889. About what would you give for it?

A. About three hundred and fifty or four hundred dollars. I have never sold any land.

Counsel for plaintiff offered as evidence copies of three deeds all executed by R. J. Cox and wife and marked exhibits "A" "B" and "C" which are herewith filed. Counsel for plaintiff then offered in evidence twelve notes dated as follows:

January 28, 1888, for \$195.00 endorsed by Duck and Clements.

August 3, 1888, for \$190.00 endorsed by Duck and Clements.

February 8, 1889, for \$175.00 endorsed by I. W. Duck and W. S. Holland.

Q. How much timber do you think was on the land at the time that you began to work for Mr. Cox?

A. About two hundred and fifty thousand as near as I can come at it. That was my estimate of it.

RE-CROSS EXAMINATION.

Q. Mr. Dorsey have you not stated that his mill would cut on an average of three thousand feet a day?

A. Yes sir.

Q. Did you not make that statement before any calculation was made by Mr. Holland or any body else?

A. No I did not make that statement.

Q. You have not testified that the mill would cut about three thousand feet a day on an average?

A. Yes sir I testified that it would cut about three thousand feet if the mill ran every day.

Q. Did you not state a few minutes ago in answer to a question propounded by Mr. Burges that the mill would not average a thousand feet on the days it worked?

A. I told you it would not average the thousand feet a day to take the year round.

Q. Did you not testify in the beginning that you were about twelve months cutting this timber?

A. No sir I did not. We were about twelve months on it.

Q. What sort of a mill did Mr. Cox have that would not cut more than 250,000 feet in a year?

A. I could not tell you about that. It was an old fashion sawmill that ran by steam.

Q. How many men did Mr. Cox have at work including himself, if he worked?

A. I could not tell you exactly because he had an uneven number. Not very many.

Q. Could you not tell the number of men that worked as readily as you could tell the number of feet he cut?

A. No sir.

Cox' mill, am I right?

A. Yes sir.

Q. Then according to your idea there must have been nearly a million feet on the Cox tract of land?

A. Yes sir.

Q. Was that timber of fairly good quality?

A. Yes sir very good quality.

Q. Has there been any time in the last fifteen or twenty years when very good timber would not sell for from one dollar to one dollar and a half per thousand feet, standing I mean?

A. I am not posted on anything of the kind.

Q. Had the timber been cut before the timber you mentioned?

A. Yes sir I suppose it had from the looks of it.

Q. Then if I understand this was the second cutting that you spoke of?

A. Yes sir.

Q. And the second cutting would make something like nine hundred thousand feet according to your estimation?

A. Yes sir. I suppose it would.

REDIRECT EXAMINATION.

Q. When you said that the mill cut about 3000 feet a day did you mean that it cut that much on the days it was running or did it average that much for three hundred days during the year.

(Question excepted to as leading).

A. It did not average a thousand feet for every day it was cutting. Mr. Holland was doing the figuring.

Q. When you said in answer to a question asked you by Mr. Holland that there was something near a million feet did you mean your answer to put an estimate of the amount of timber on the same or were you verifying his calculation?

(Question excepted to as leading).

A. I was verifying his calculation.

Q. How much timber

the Hanscomd Lumber Company and told him to hurry up and cut his on Turkey Island.

Q. Did you ever go over Turkey Island for the purpose of estimating the amount of timber on it?

A. Yes sir.

Q. Did Mr. Cox buy the timber on this tract from Mr. Duck?

A. I don't know whether he did or not.

Q. Did you ever have any talk with Mr. Duck about it?

A. Mr. Duck asked me about how much did I think ~~it was~~ there was on it. I told him 250 M feet as near as I could get at it.

Q. Where did he ask you?

A. Not very far from the mill between the ditch and the bridge. He met me one day.

And further this deponent saith not.

RECALLED.

Q. At the time this contract was made between the Hanscomd Lumber Company and Mr. Duck and Mr. Cox and at the time this conversation between Mr. Cox and Mr. Duck took place what timber were you cutting at Mr. Cox' mill?

A. The timber on Mrs. Cox' land.

Q. Was the land adjoining the house in which she lived?

A. Yes sir.

Q. How long were you cutting on that timber?

A. About twelve months. They had been cutting a month and a half when I came there and we were on it about twelve months.

CROSS EXAMINATION.

Q. About how much would you cut per day on this land?

A. I suppose something like 34 feet a day or something like that as near as I can get at it. I don't want to tell anything wrong.

Q. I understand that was about an average cutting for Mr.

A. J. Dorsey, being duly sworn, deposes and says as follows:

Q. Please state your name, age, residence and occupation and do you know the parties to this suit?

A. A. J. Dorsey, twenty-six, Franklin County, North Carolina, saw-mill man, and I know the parties to this suit.

Q. How long have you been living in this vicinity?

A. I have been with Mr. Cox about four years off and on.

Q. How ~~about~~ were you engaged with Mr. Cox, or what was your occupation?

A. Driving a waggon most of the time.

Q. During the last four years have you seen much of Mr. Duck?

A. The first year in 1900 I saw him very often. The first year he had the mill.

Q. Do you remember Mr. Cox' having made a contract for the sale of the out-put of the mill?

A. Yes sir.

Q. Have you or have you not heard any conversation between Mr. Duck and Mr. Cox in regard to the contract which Cox had made with the Hensemond Lumber Company for the sale of the out-put of his mill?

A. Yes sir. Mr. Duck came down there one day and he told Mr. Cox he would be glad when he finished cutting his timber and to make haste and get through. He said he would like to get him to cut his lumber on Turkey Island.

Q. Repeat as near as you can the exact words of Mr. Duck?

A. They were talking and I was at work and I heard him say he wanted to see Mr. Cox get along well and to get through his lumber and cut his on Turkey Island.

Q. Is that all you heard him say?

A. I never heard him say any more.

Q. Then he did not say anything about the contract with the Hensemond Lumber Company?

A. Yes I heard him say that he had a good contract with

~~XXXX~~ or were the notes to be endorsed by Duck, T. J. OTe-
ments and W. S. Holland and others?

A. Never said anything about that at all. Just said his
deed of trust was to secure endorsements in the bank. That
is all he told me and just passed along. We were coming
home then and that is all he told me.

Q. Please repeat Mr. Beale just as nearly as you can exactly
what passed between you and Mr. Duck in regard to your
debt and his deed of trust in 1889 when you had the sorrel
horse?

A. I just asked him as he passed how would it be about
mine. He said Jim don't give yourself any uneasiness at
all that his deed of trust was to secure endorsements in
bank. He said R. J. Cox can go on to work.

Q. If the deed was made to secure endorsements in bank
would not that hurt you just as bad as if made to secure
debts due some body else?

A. I suppose so I do not know. I asked Mr. Duck and he
told me not to give myself any uneasiness. I have got my
pay. I took mine out in lumber. I bought lumber from
him. That is all I know about it. I don't know anything
about their business.

And further this deponent saith not.

Signatures waived by consent.

Q. The first time you heard about the deed of trust then Mr. Duck told you, is that right?

A. That is right. He told me at Isle of Wight Court House and I asked him about what Mr. Cox owed me.

Q. Didn't you say a while ago in answer to Mr. Burges' question that Mr. Cox owed you for some meat and that you were uneasy about it and went to Mr. Duck to inquire?

A. Yes sir.

Q. Now you say that Mr. Duck went to you and told you about the deed of trust which is correct?

A. Mr. Duck told me not to give myself any uneasiness at all that my money would be paid; that his deed of trust was to secure endorsements in bank.

Q. How could Mr. Duck tell you not to be uneasy or rather not to give yourself any uneasiness when you had never heard about the deed of trust?

A. He was going to take a deed of trust that day or I think the next day and I found it out.

Q. Now if I ~~xxxxxxx~~ understand you you heard about the deed of trust before it was made, is that right.

A. Yes sir I suppose it is. It has been so long I can not remember it. I did not give it any thought at all.

Q. You did not give it any thought at all simply thought about the date?

A. I know the date of the year was 1889 that awful wet year.

Q. Don't you know that we have had several very wet years since 1889 and before 1889?

A. And don't you remember that was the wettest year you have ever seen? 1889 was the wettest year that I have ever seen. I am not as old as you are I don't reckon but you can remember.

Q. Did you understand that the deed of trust was given to secure debts in bank for which I. W. Duck was to endorse

A. I heard them talking this morning. All I want to tell is the truth and nothing but the truth.

Q. How old was your debt of one hundred and sixty dollars when you were talking with Mr. Duck?

A. I reckon about a year old. It was for bacon I sold him in 1888.

Q. Didn't you know that before this deed of trust was made that Mr. Duck and Mr. Clements, or one of them or both of them, had as many mortgages or deeds for all the property that Mr. Cox and his wife owned?

A. No I didn't know anything about the deed of trust. I knew nothing at all about it.

Q. Mr. Burges has upon the table now copies of two or three mortgages and unless I am very much mistaken there is still another mortgage recorded at the Clerk's Office which covers all the property which Mr. Cox had before he made this deed of trust and that he was no worse off when he made the deed of trust than he was when you sold him the meat, please tell how it is that you could be uneasy about your debt on account of the deed of trust?

A. Just because I did not know there was a deed of trust on his property when I sold him the meat. I did not know anything about his business at all.

Q. Do you mean to say that you did not know that Mr. Cox had been in debt all the time and was always hard up for money and that Mr. I. W. Duck and T. J. Clements and he were dealing together before 1889.

A. I knew that they were dealing in bank together. Whether Mr. Duck had a deed of trust or not I did not know. Yes I suppose I did know that he had been hard put for money. I don't know anything about the deed of trust.

Q. How come you to know about the deed of trust which frightened you?

A. Because Mr. Duck told me himself.

A. Has that got anything to do with the case. I don't know whether I can remember how many I have bought. For the last twenty years? I can not tell.

Q. Have you bought as many as ten in twenty years?

A. I reckon I have and changing together. I have not bought that many new horses. I have exchanged you know. I reckon I have had that many in all in twenty years. I did not buy them all.

Q. Can you tell the dates when you bought any of these horses?

A. None at all. I would buy them and pay for them and go along and not put the dates down.

Q. Then if I understand you can not tell the number of horses you have bought in twenty years ~~including~~ but you suppose you bought as many as ten horses including those you have traded for and you can not tell the date when you bought a single horse or traded for a single horse except the one you drove when you were talking with Mr. Duck, is that right?

A. The reason I can tell is I had an unbroke horse. I had not had but a month or two. I know it was an unbroke horse and that it was a young horse.

Q. If Mr. Murney should say that you bought this horse in 1884 and that it was an unbroke horse, just as you say, how could you know he was mistaken about the date?

A. I never bought one in 1884. I could not tell anything about it.

Q. How do you connect the year 1889 with the horse?

A. Because the horse was bought just before Christmas before January, 1889. If you remember it was an awful wet year and no one could do anything. I drove her to the Court House that day to just break her.

Q. Is it not a fact that you have heard Mr. Cox and Mr. Burges talking about the date of this deed of trust recently?

Q. In what sum, if you remember, was Mr. Cox indebted to you?

A. About one hundred and sixty some dollars I think.

Q. Why, if you know, were you at the Court House on that day?

A. The best I can remember the Birdsong case was tried. I was there about that case.

Q. Then I understand that knowing of this deed of trust and fearing that by reason of the same that you would be unable to collect from Mr. Cox the debt due you you spoke of this matter to Mr. Duck and he replied in the manner above stated by you.

A. Yes sir.

CROSS EXAMINATION.

Q. Can you tell anything about the date of that talk with Mr. Duck?

A. I think it was in January 1889, but the exact day of the month I can not give you.

Q. How do you recollect it was in January 1889?

A. Because I was there that is the reason I can remember. The day of the month I can not give you exactly. I know it was in the year 1889 because I know what horse I drove. I only had that horse that year. I know it was in January because it was before I went to plowing.

Q. You say you remember you drove a certain horse please tell me what sort of a horse and who you bought him from?

A. I bought the horse from Mr. Nurney. I will tell you just like I told you before. I never thought that there would be any trouble about it. I know it was in 1889. I try to keep my business straight as near as I can and not to get messed up in any way, form or fashion.

Q. You said because you could recollect the horse you drove to the Court House the day you had the talk with Mr. Duck please tell me what sort of a horse?

A. It was a sorrel horse and I bought him from Mr. Nurney.

Q. How many horses have you bought in the last twenty years?

Suffolk, Virginia,

March 19, 1904.

The depositions of J. E. Beale, A. J. Dorsey and C. J. Dennis taken before me, R. L. Woodward, a Notary Public for the County of Nansemond, in the State of Virginia, by consent of parties as to time and place between the hours of nine o'clock A. M., and six o'clock P. M. on the 19th day of March, 1904, to be read as evidence in behalf of the plaintiff in a certain suit depending in the Circuit Court of Isle of Wight County wherein M. E. Cox and husband et als are plaintiffs and I. W. Duck, W. S. Holland et als are defendants.

Present J. U. Burges, counsel for plaintiff.

W. S. Holland, counsel for defendant.

J. E. Beale, being duly sworn deposes and says as follows:

Q. Please state your name, age, residence and occupation, and do you know the parties to this suit?

A. J. E. Beale, forty-seven, Southampton County, farmer, yes I know the parties to this suit. Mary E. Cox is my sister.

Q. Have you ever had any conversation with I. W. Duck in regard to a deed of trust which was given by Mrs. M. E. Cox and husband to J. J. Duck trustee, which is recorded in the Clerk's Office of Isle of Wight County Court and which is offered in evidence marked exhibit "A", which deed bears date on the 19th day of January, 1889, and was executed by Mrs. Mary E. Cox and R. J. Cox to J. J. Duck, trustee for I. W. Duck.

A. About the time Mrs. Cox gave this deed of trust I was at the Court House and saw I. W. Duck and I asked him how would I get mine and he told me not to give myself any uneasiness at all that his deed of trust was just simply to secure endorsements in bank and that is every thing I know about it.

CROSS EXAMINATION.

Q. Name one man who told you that he knew this to be a fact or one man who told you that Mr. Cox would not pay him?

A. I have heard men who worked for Mr. Cox say that he would not pay up well. Mr. Cox owed me a little note once and I brought action. His brother-in-law, Mr. Beale was security and had it to pay.

Q. Do you know of any one else and if so give his name, who says Mr. Cox has a bad reputation for paying his debts?

A. I have heard colored men who lived there say that pay was short.

Q. Name one of them?

A. They live up the country. Most of the sawmill hands come from up the country.

Q. Who else beside the sawmill hands have you heard make this statement?

A. I do not know. All over the country they asked about Mr. Cox. I knew Mr. Cox and did not pay much attention to what people said.

And further this deponent sayeth not.

Signature waived.

A. I think I have made as plain statement as I could or know how.

And further this Deponent sayeth not.

Signature waived.

Mr. J. H. Duck recalled.

Q. Mr. John Lawrence, E. A. Clements and other witnesses for the plaintiff in this cause have been asked questions in regard to the punctuality of Mr. I. W. Duck in making collections and in refusing to let people cut timber when he had a deed of trust on their land, please state whether or not Mr. I. W. Duck was very strict with those who owed him money, ^{and} in rebuttal to their testimony I want to ask you what you know of the habits of Mr. I. W. Duck in collecting what was due him?

A. Why, he was the most negligent man I ever saw in my life. Cut timber? Yes, he would let people cut timber if they did owe him money.

Q. From what you know of Mr. Duck, if Mr. Cox would have gone to him and told him a big yarn about his plans, that in a few months or in a few weeks he would start a new location where everything was favorable and that he would make money fast and intended to pay all he owed, would Mr. Cox have had any difficulty at all in getting Mr. Duck to wait longer and longer indefinitely?

A. He would have aided Mr. Cox any way he could, I reckon. I guess he has aided him a good deal.

Q. During the last fifteen or twenty years, I understand you have lived within about four miles of Mr. Cox, state if you know whether or not it is generally known that Mr. Cox owed money all through the neighborhood and was famous for making promises but never complying with them in regard to the payment of money?

A. Well, I have heard that about Mr. Cox.

Q. And I understand that it was generally known in the neighborhood that Mr. Duck had a deed of trust or mortgage which partially covered his property and that Mr. Cox would make that point when pushed, am I correct?

A. That was the general impression.

\$19.

A. He did not say whether he had loaned Mr. Cox the \$900 or not and I never asked him, but he said Mr. Cox owed him about \$900.

Q. How long did he say he had owed him?

A. He did not say.

Q. Did he say that Mr. Cox had made any payments?

A. I never heard him say that he did.

Q. How many times did you talk to your brother about the debt which he said Mr. Cox owed him?

A. I do not know just how many times. Three or four times that I do know of. He did not talk about Mr. Cox's business any more than he did anybody else.

Q. He loaned quite a good deal of money, did he not?

A. He did not have a great deal to loan.

Q. It is a fact however that at the time of the appointment of Wm. S. Holland as committee he had in his possession a dozen or more bonds due him?

A. I did not know anything about this business.

Q. About how many deeds of trust did he hold some three years ago?

A. I do not know, sir.

Q. Do you know of your own knowledge the name of any other party who had given him a deed of trust?

A. Two or three, probably more.

Q. How did you hear of them?

A. I heard his children speak of them.

Q. Did you ever hear him speak of them?

A. I have heard him speak of them sometimes.

Q. How long ago?

A. Five or six years ago, probably. It was before his mind was affected.

Q. Then he has not discussed any other debt due him with you within the last five or six years except this debt of Mr. Cox?

A. Yes he has.

Q. Then your former statement was incorrect, was it?

#18.

Q. Then he must have been talking about the principal of the debt if he hardly ever collected any interest, must he not?

A. I told you just what he said.

Q. Did he say that Mr. Cox had not paid him any interest?

A. He never said.

Q. Did he say anything at all about interest?

A. No. He never said anything about interest only that people hardly ever paid him any.

Q. How long ago was it when he first said to you that Mr. Cox owed him about \$900?

A. About ten years ago. He would be talking about his business and was talking about interest and would say that people did not pay him any.

Q. If he told you that Mr. Cox owed him about \$900 ten years ago and also told you that he hardly ever collected any interest, his statement two or three years ago that Mr. Cox owed him about \$900 was hardly correct, was it?

A. He told me. I did not see the papers at all.

Q. Did you ever see the bond?

A. What bond?

Q. The bond which he holds against Mr. Cox?

A. No sir. I never saw that.

Q. Did you ever hear Mr. Duck express any fear that Mr. Cox would not pay him?

A. I have heard him say that he did not know whether the land would bring enough to pay him or not.

Q. When did he make that statement?

A. O, I don't know. It has been a long time ago. I have not heard him say anything about his business in the last two or three years.

Q. Are you positive that he did not say that he had endorsed his note in bank?

A. No sir. I did not hear him say a word about endorsing his note in bank.

Q. Did he say he had loaned Mr. Cox this \$900?

#17.

Q. Are you absolutely positive he said this?

A. Yes sir. I was utterly astonished to hear him say so, and I had nothing more to say and walked off.

Q. Who was present when this conversation took place?

A. Oh, I do not know. There were a dozen or fifteen people around there, but none very near to John and I got myself off very soon.

Q. Can you name one of them?

A. There was a young man in the buggy with him, but I do not if it was Mr. Cox's son or not.

Q. This is the only one you can recall?

A. I do not positively say who was around there. I left right away.

Q. You stated just now that you heard your brother say several times that Mr. Cox owed him \$900. Can you name a single time at which he made this statement to you when any one was present besides you and him?

A. Unless some of his children.

Q. Can you recall a single time when you of your own knowledge know that any one else was present, and if so, give their name or names?

A. He would be telling me about his business and would be telling me who owed him and would say that Junius owed him about \$900.

Q. Did he say about \$900 every time, that is, did he ever vary the amount?

A. I do not know if he did or did not. When I would be down there sometime and he would tell me, I inferred that was the principal of the note, but I do not know anything about it.

Q. Did he mention interest to you?

A. No sir. He did not say anything about interest at all. He said he hardly ever collected any interest.

Q. Did he say he hardly ever collected any interest from any one or from Mr. Cox?

A. He said he hardly ever collected any interest.

Q.

aged and infirm and his mind affected?

A. Why, I do not like it at all, but I knew that John had been drinking a right smart and I told him.

Q. You have no feeling against Mr. Lawrence, have you?

A. I like a man who treats me right and my brother too better than if he did not.

Q. Are you on friendly terms with Mr. Lawrence?

A. I have not seem Mr. Lawrence since at Mt. Carmel. He married my neice.

Q. Are you on friendly terms with him?

A. If I was to meet him and he would speak to me, I would speak to him.

Q. Would you wait for him to speak to you?

A. Well, he is the youngest man and I think it would be his duty for him to speak first.

Q. Do I understand you to say that the only reason you would not speak to him first is on the account of his age?

A. I expect that is a part of it.

Q. What is the other part?

A. I think it is his duty to speak to me first.

Q. What did Mr. Lawrence say that day at Mt. Carmel about Mr. Dennis?

A. I do not know what Mr. Lawrence said. I went away directly he got there.

Q. Did you hear him call Mr. Dennis's name?

A. I cannot whether I did or not. I saw John's condition and did not want to talk to him. I went away as soon as I could.

Q. Did you hear him say that Mr. Cox was paying him to help him win his suit?

A. I heard him say that Mr. Cox was to give him \$250 to beat the old man Duck out of his money, and I said John you know that is an honest debt, and he said he would prove it had been paid.

Q. Did he use the words "To beat the old man Duck"?

A. Those are the words he used.

#15.

Q. Please state what, if anything, you ever heard Mr. Cox say about this debt?

A. I never heard Mr. Cox say a word about it in my life.

Q. Please state whether or not this deed of trust had anything to do with Cox's credit in the neighborhood, if you know?

A. Well, I suppose it did because people knew of it and I have heard several speak of it.

Counsel for plaintiff excepts the question and answer for reasons appearing on the face of both question and answer.

CROSS EXAMINATION.

Q. State who was present and when Mr. Irvin Duck told you that Mr. Cox owed him \$900?

A. Well, I was at his house and he was speaking to me about his business, and I do not know that any one was present. I suppose it was some two or three years ago. I have never had any talk with him about his business of late years.

Q. Who else did he say owed him money at that time?

A. If any one else did owe, I do not like to be speaking about other peoples business that does not concern me.

Q. How does this case concern you?

A. Well, he is my own brother.

Q. Is it not a fact that at Mt. Carmel, on the day the Cox property was advertised, that you and Mr. Lawrence became very angry with each other and came near having an altercation?

A. No sir. I did not have anything to say to John. I did not have very much to say to him. I did not get mad with him, I do not know if he got mad with me or not. I told John that he was doing wrong that my brother was old and feeble and it was wrong to do that way.

Q. But you did not get mad?

A. ~~THAT~~ No sir.

Q. Then it does not make you mad for a man to tell you that he has robbed your brother, that he proposes to further defraud him, that he is being paid to defraud him, when both of you knew that he was

#14.

A. Joseph H. Duck is my name, am 80 years old, reside in Isle of Wight County, am a farmer and am I. W. Duck's own brother.

Q. Mr. John T. Lawrence has been a witness for Mr. Cox in this case and he was asked if he did not say to you at or near the store of Duck and Turner at Mt. Carmel, that he believed that Cox owed this money but that the contrary could be proved, and that Dennis was paying him money to do what he had done, and Mr. Lawrence said that he did not tell you just that way. Please tell what Mr. Lawrence did say on that occasion?

A. I went to John Lawrence that morning. I did not know anything about the sale of that land. John asked me if I was not going to the sale that day. I said, what sale? He says the Cox land at Mt. Carmel. I told him I believed I would go down there. Then he said the land would not be sold. I says "Why?" He says the land will not be sold that he was going down there and stop the sale. He said Cox was going to give him \$250 to beat the old man Duck out of his money. Why, I said, John you know it is a just debt. He said he did not care anything about that, that they could prove he did not owe it. He said that A. L. Holland had given him \$100 to beat the old man Duck out and that he had beaten him out of nearly all of it.

Q. How long have you known R. J. Cox?

A. Well, ever since he was a small boy.

Q. Please tell where he was reared?

A. Well, the first of my knowing of him, he lived with his grandfather on the farm where my brother now lives. I think the land belonged to my brothers wife as dower land at that time.

Q. The record here shows that R. J. Cox and his wife made a deed of trust on the 19th day of Jan. 1889, to secure to I. W. Duck a bond for \$916.31. Please tell what you know about this bond or this deed?

A. I do not know anything about it only hearing my brother speak about it. I heard him say that he had a mortgage on Mr. Cox's land, that Mr. Cox owed him about \$900. I heard him say so several times.

and Clements that they had a deed of trust on his property, and I told Mr. Turner not to agree to pay the \$25 and not give the mule up either but hold him until they got him by law.

Q. Please state as nearly as you can all Cox said about Duck and Clements or Duck having a deed of trust on his property?

A. I do claim that he used Mr. Clements name but said the property belonged to Mr. Duck and so Turner would have to give the mule up. I told him to hold on to the mule until they got him by law.

Q. What did Mr. Cox say about Mr. Duck having a deed of trust on his property for all it was worth or for more than it was worth?

A. Well, he claimed that Mr. Duck owned his property, and I asked him why he traded the mule away without Mr. Duck's consent and he did not make me any answer to that I do not think.

Q. Did he simply say that Mr. Duck had a deed of trust on the mule or that he had a deed of trust on his other property?

A. I think he told me that he had a deed of trust on all he had, the best I recollect about it now.

Q. Please tell what he said about the amount of the deed of trust?

A. He did not name the amount.

Q. Did he say it was enough to cover all his property or not?

A. I think he did.

Council objects to the question and answer on the grounds that the question is suggestive and leading.

Q. Did you attend either of the two trials?

A. Yes sir. I was summoned to both trials.

Q. At the trials, did you hear Mr. Cox say anything about Duck or Duck and Clements owning all his property, if so tell about it?

A. He did not make that statement as I heard there before the Court.

And further this deponent sayeth not.

J. H. Duck being duly sworn deposes and says in answer to questions as follows:

Q. Please state your name, age, residence, occupation and your relation to I. W. Duck?

A. Well, it showed that I could claim that Mr. Clements and Mr. Duck were the owners of the property.

Q. When you were here as a witness before, I asked you if you did not remember hearing Mr. Cox say that Duck and Clements owned all his property or that he owed them enough to take it all. What have you to say about that now?

A. I don't remember telling you that he owned all his property. I remember that he (Mr. Cox) told me that this property belonged to Mr. Duck, that he had a deed of trust on it, but whether he had it on all of it, I do not say.

And further this deponent sayeth not.

Signature waived.

J. L. Freeman being duly sworn deposes and says in answer to questions as follows:

Q. Please state your name, age, residence and occupation?

A. J. L. Freeman is my name, am 53 years old, reside in Isle of Wight County near Carrsville, am a farmer by occupation and am very slightly related to Mr. Duck and know the parties to this suit.

Q. You have heard me ask Mr. Turner about a warrant over a mule called Mike, which was tried before A. T. Byrd, J. P., and then carried to the County Court, please tell anything you heard Mr. Cox say as to the ownership of his property about the time this case was tried?

A. Well, the first thing that happened, Mr. Turner was living on my land at the time this warrant was brought. Mr. Duck and Clements sent an order there for this mule and Mr. Turner came to me to know what he must do about this mule. He and Mr. Cox had traded mules about a month before that time and Mr. Cox, I suppose, had worked the mule he got from Mr. Turner down, and sent the mule by a man with an order for the one Turner had. Turner asked my advise and I advised him to hold his mule until they got him by law, and the man went back with the same mule he brought. In a short time after that Mr. Cox came himself to see about it and wanted the mule or wanted Mr. Turner to pay him \$25 and he could keep the mule, and said the mule belonged to Mr. Duck

#11.

A. He certainly did not.

Q. When you said to Mr. Burges that you did not believe the note signed by John T. Cox and R. J. Cox and the other notes dated before Jan. 19, 1889 had been paid, did you mean to say that these notes were included or were not included in the bond of \$916.31 in the deed of trust mentioned?

Counsel for plaintiff objects to this question and to any answer that may be given thereto on the ground that the question is leading or suggestive.

A. I do not know whether they were included or not. I just know they are just like they are.

Signature waived.

John Turner being duly sworn deposed and said in answer to questions as follows:

Q. State your name, age, residence and occupation?

A. My name is John A. Turner, sometimes called John I. Turner, am 45 years old, reside in Isle of Wight County and am a farmer by occupation.

Q. It appears from the records at Isle of Wight C. H. that on the 14th day of April 1888, A. T. Byrd issued a warrant in which T. J. Clements and I. W. Duck were plaintiffs and John Turner was defendant and the warrant was for one brown mule by the name of Mike of the value of \$60, are you the man who claimed that mule as defendant in that warrant?

A. Yes sir.

Q. Did you ever have any other mule case with Mr. Duck or Mr. Clements except that?

A. No sir.

Q. When you testified in this case before, you seemed to think that I. W. Duck brought the warrant, but the records show that T. J. Clements and I. W. Duck did it, do you claim now that Mr. Clements was one of the plaintiffs?

A. Well,

him?

A. I never heard him use those words.

Q. Did you ever hear him say in any words to Mr. Cox that he would have to sell the farm?

A. I never heard him say "Sell the farm" but would hear him say that "You will have to make some arrangements".

Q. What would Mr. Cox say?

A. Why, Mr. Cox, of course, would say that he was going to try to do the best he could and would try to pay him some whenever he could.

Q. Would this appear to satisfy your father?

A. I could not tell you about that.

Q. Did you ever see him and Mr. Cox go over these notes and papers together or their books?

A. No sir.

Q. Did you ever hear your father name any amount that was due him by Mr. Cox?

A. I do not remember.

Q. Did you ever see any charge against Mr. Cox on your father's books of these bonds and the interest thereon?

A. He did not keep any books.

Q. He did keep some books did he not?

A. He only kept a day book and his notes and other papers in his iron safe. He never put down the amount or the interest of any note or bond in any book.

Q. When money was paid him as interest or on a note or bond, what account would he make of it?

A. Credit it on the back of the note.

Q. Would he do this when interest was paid him?

A. Always.

RECROSS EXAMINATION.

Q. You have just told Mr. Burges that your father would always credit interest and balance on the back of the notes, now would he put down on any book or paper any where except on this note?

I am sure he did it.

Q. When was the last time, that you now remember that Mr. Cox borrowed money from your father?

A. In the spring or summer of 1902.

Q. How much did he borrow at that time?

A. Well, I am not certain, but I think he never loaned him more than ten or fifteen dollars at that time.

Q. Did your father take any note to show for this money?

A. No sir.

Q. Do you know whether or not it has been repaid?

A. He came and paid one, the first that he borrowed, but the last is on the book.

Q. About what year was it that your father made this statement to Mr. Cox "That you know you owe me more now than you will ever pay"?

A. Well, I don't remember the year.

Q. Where were your father and Mr. Cox at the time you heard him make this statement?

A. In my father's house.

Q. Had Mr. Cox come to borrow money?

A. I suppose he had.

Q. What answer did Mr. Cox make when your father made this statement to him?

A. I do not remember.

Q. Did you not say, when Mr. Holland asked you this question, that he would say that he was going to pay him all as soon as he could?

A. At sometimes he would say that. I did not say that he said so all the time.

Q. If he said this sometimes, what would he say at other times?

A. I do not claim to remember everything anybody says at all times.

Q. Would your father then threaten to sell under the deed of trust?

A. Why, no, I never heard my father speak in that way to any one.

Q. Did you ever hear him say in a pleasant manner to Mr. Cox that it would be necessary for him to sell his farm in order to collect from

said if he did not do something he would have to sell ~~him~~ it.

Q. Tell me how the conversation came up, what you were talking about and tell me, if you can remember, exactly what your father said when he said he would have to sell him out, and when this conversation took place?

A. I do not remember. I was out attending to my domestic business and would run in and talk to my father, and I cannot keep dates and everything in my mind.

Q. About how many years ago was it?

A. Was what?

Q. Was this statement made by your father that he would have to sell Mr. Cox out under the deed of trust?

A. I do not remember that.

Q. Was it nearer one year ago or was it nearer ten years ago?

A. It seems to be nearer three to me.

Q. What caused your father to make this remark to you?

A. Because I looked at the date and ask him and told him that he would soon have to have that note renewed or do something else with it.

Q. Did he say that some of the interest had been paid ^{any of} on these notes?

A. I told you just now that papa said that none of the interest had been paid, and I say so myself, not since I have been there.

Q. Did your father state any amount that was due him by Mr. Cox?

A. He had no use to state it when I could see it with my own eyes on the paper.

Q. How often would Mr. Cox come to see your father?

A. He had no special time to come. Sometimes he would come once in a month and sometimes he would come once in two months.

Q. Did you ever hear your father say anything about having endorsed notes for Mr. Cox in bank?

A. Not as I remember.

Q. Do you of your own knowledge know whether or not your father has signed a note with Mr. Cox or ever endorsed one for him?

A. I do not remember. If there is one signed in his handwriting

A. Charge them on the ~~day~~ book.

Q. Then when he would deliver lumber, would you credit him with the lumber?

A. I did not have anything to do with the credit. I only put down the number of feet and papa, Mr. Cox and Mr. Holland did the other themselves.

Q. Will you produce your fathers books and show all the charges which he has against Mr. and Mrs. Cox?

A. I have no books.

Q. Did your father have any charges against Mrs. Cox?

A. Nothing but the notes.

Q. Mr. Holland asked you if you thought ~~xm~~ Mr. Cox was indebted to your father. He has also introduced a number of notes and bonds which he showed you signed by R. J. Cox, Mary E. Cox and John T. Cox. Do you know whether or not Mr. Cox still owes all of these notes or bonds?

A. I have heard my father say that there has never been anything paid on them.

Q. Then, if I understand you, you say the note for \$274.80, signed by John T. Cox and R. J. Cox and dated Nov. 19, 1881, has not been paid?

A. Never that I know anything of.

Q. Did you ever write a receipt or see your father write a receipt for any money paid by Mr. Cox as interest on these bonds?

A. I never have.

Q. Did you ever hear your father ask Mr. Cox for the interest on the one for \$916.31?

A. I never heard him ask him.

Q. When your father said to Mr. Cox "You owe me more now than you will ever pay", did he say anything about being secured by a deed of trust?

A. I don't remember.

Q. Did he say anything about having to sell his farm under the deed of trust?

A. I don't remember. I have heard him speak of it myself and he

Q. When your father said he had never paid him, did he name any amount?

A. I do not remember.

Q. Did you talk frequently ^{with your father} about his business matters?

A. Not so often. Only when I would advise him sometimes. I would advise him to get Mr. Holland to attend to his business for him.

Q. Did you assist him in keeping his books?

A. Not until two years before Mr. Holland took them. He attended to his own business. He could calculate his interest then, but could not see. If I read it to him, he could do all right.

Q. Did you read to him your account against Mr. Cox?

A. After papa got so he could not see, I kept his books and put down all the lumber he got.

Q. Did you read to your father your account against Mr. Cox?

A. I never sent for any lumber but what I asked my father about it and when it came I told my father about it and asked the boy about the number of feet.

Q. Did you keep your account in your father's books?

A. I certainly did.

Q. Did you open a new account against Mr. Cox or did you continue the old one?

A. I commenced with the year I started. Mr. Cox kept it with papa and papa never put it down.

Q. Put what down?

A. The lumber that he got from Mr. Cox.

Q. Did your father put down in his books the notes and bonds that he held against Mr. Cox?

A. Not in his day bookxx.

Q. Did he put it in any book?

A. I don't think he did. He kept his notes.

Q. When Mr. Cox would borrow, as you stated he sometimes did, small amounts such as ten or fifteen dollars from your father with which to pay his hands, would your father charge these amounts?

Q. The witness is now shown a note made by Bettie E. Cox and R. J. Cox for \$79.10, payable to I. W. Duck and dated Jan. 7, 1889 and endorsed by R. J. Cox, I. W. Duck and Wm. S. Holland, on the back of which is written as follows: "I owe \$1.65 on this. W. S. H.", and the witness is asked to tell, if she can, anything about this note?

A. I don't know when it was made, all I have to go by is what my father says since I have staying with him "That he (Cox) owed him the money!"

Q. The witness is now shown a note for \$100, dated Oct. 27, 1890 payable to I. W. Duck and Wm. S. Holland at the Farmers Bank of Nansemond and protested for nonpayment, on the back of which there is an endorsement admitted to be in the handwriting of W. H. Jones Jr., Cashier as follows: "Paid by R. J. Cox \$32.30. Balance due on same \$70 paid by Maj. I. W. Duck". Signed by Wm. H. Jones Jr., Cashier. Feb. 9, 1891, which note is made by R. J. Cox and the witness is asked if she knows anything about that note?

A. I will answer as I did the other. I know not when it was made but just know by what papa tells me.

Q. From what you know of your own knowledge and from what you have heard R. J. Cox say, is there any doubt whatever in your mind about his owing the debt in the deed of trust mentioned of the sum of \$916.31?

Counsel for plaintiff objects to foregoing question and to any answer that may be given, on the grounds that it seeks to illicit the opinion of the witness and asks her to base that opinion on all her knowledge of the fact without regard to whether or not she has stated them in this examination.

A. I believe he does justly owe it, but my father was always lenient with people, and for the sake of his wife and children he would never push him. Mr. Holland knows that to be so and everybody else that ever went to papa.

CROSS EXAMINATION.

Q. Why do you believe that Mr. Cox owes your father \$916.31?

A. I believe it because my father said he had never paid him.

Q. Do you know whether or not these small amounts that Mr. Duck would loan Cox from time to time to pay off mill hands were paid by Mr. Cox, and if so, would he do it in lumber or in cash?

A. I only know him to have returned cash once about \$10, and I know, ever since I have stayed there, in getting out papa's books for him, there has never been a credit to go to the note in the deed of trust.

Q. Where did your father keep his papers?

A. In his iron safe in the dwelling house.

Q. You spoke of getting the notes out for your father, do you mean getting them out of the iron safe?

A. I got them out of the iron safe because his eyes have failed him and he could not see to open it.

Q. The witness is now shown the original bond in the deed of trust mentioned purporting to be signed by Mary Elizebeth Cox and R. J. Cox for \$916.31, and she is asked to look at this bond and say whether or not she remembers getting it out of the safe for her father at any time?

A. Of course, I remember seeing it with the other papers, but I have never gotten it out for any credit to go on it.

Q. Do you know whether or not Mr. Cox saw it while at your father's house?

A. I do not think he ever called for it, if so, not since I have been there that I know of.

Q. Witness is now shown a bond for \$51.63 dated Nov. 19, 1886, and asked if she knows if it has been paid or not?

A. It has never been paid to my knowledge.

Q. Witness is now shown a bond made by John T. Cox and R. J. Cox for \$274.80 and dated on the 19th day of Nov. 1881, and asked if she knows who John T. Cox is and also to say whether or not the bond has ever been paid?

A. He is R. J. Cox's brother. No sir, I have heard my father say that it has never been paid, and that Tom was so trifling that he would never get anything out of him.

claimed that he did not owe Mr. Duck anything or did not owe him but very little?

A. I never heard him claim he did not owe him in my life.

Q. Did Mr. Cox ever claim in your presents that the debt he owed your father was very small or give that as an excuse for wanting more money?

A. He did not.

Q. Please say, if you can remember, if anything was said by Mr. Duck or Cox about Mr. Duck's having a deed of trust?

A. The only thing I know, Mr. Holland, is what I told you before, " Well Junius, you know you owe me now and I cannot let you have it all the time", though Mr. Cox himself knows that papa has befriended him and would let him have it to pay off his mill hands so that his work would not have to stop.

Q. Can you recall anything Cox would say at different times in reference to being able to pay and promising to pay soon after the time of the conversation?

A. Mr. Cox would promise to pay papa soon afterwards and sometimes he would come to him and ask him to wait on him that he could not pay right then and papa would always let him off and wait on him.

Q. Do you know of any payments in money or in lumber or otherwise made by Cox to your father, and if so, tell about them? as well as you remember?

A. Well, I could not tell any special date because papa was sending for lumber when he wanted it, but the day-books will prove what he got from him, after papa got so he could not write.

Q. When he would get timber from Mr. Cox, was it used on the home farm or used on the other lands of Mr. Duck, so far as you know?

A. It was used on any of the places that he wanted to repair.

Q. The debt mentioned in the deed of trust is \$913 and the interest annually thereon would be about \$55, do you know whether or not Mr. Duck got timber enough to pay the interest on this debt?

A. I do not.

the judgement rendered subsequent to deed marked No.4 and, therefore they are irrelevant and immaterial and should not be read in this suit.

Mrs. N. V. Bradshaw, a witness being introduced by the defendant who first having been sworn testified in answered questions as follows:

Q. Please state your age, residence, and what relation, if any, to I. W. Duck?

A. N. V. Bradshaw is my name, am 47 years old, live in Isle of Wight County and am a daughter of I. W. Duck, his only living child.

Q. Where have you lived since 1889?

A. I have been at papa's, at his home with him.

Q. During that time and while your father was attending to his own business please state whether or not you heard Mr. R. J. Cox and your father discuss their business matters?

A. I have heard them several times in my life talking together since I have been living there.

Q. Please state anything that you heard Mr. Cox say in reference to his owing your father money and anything Mr. Cox said to him about owing him money secured by a deed of trust or otherwise?

A. Mr. Holland, I will tell you this much, I have heard Mr. Cox come several times and ask papa for money and papa has loaned him money several times. I have seen him do it. He would come to him for money to pay off saw-mill hands and he would say he would pay him back in a few weeks.

Q. Were these small or large sums of money?

A. From ten to fifteen dollars.

Q. When he would come for money, did either speak about any debt he already owed, and if so, tell about it?

A. I have heard papa say to him, "Junius, you owe me, you owe me now more than you will ever pay", in speaking to him.

Q. what would Mr. Cox say when your father ^{made} this statement or those statements?

A. Well, he would always tell him that he was going to try to pay him off as soon as he could.

Q. Please state whether or not in any of these talks Mr. Cox ever

THE DEPOSITIONS of Mrs. N. V. Bradshaw and others taken at the office of Wm. S. Holland on Monday, Nov. 21, 1904, by agreement of parties as to time and place, to be read as evidence in behalf of the defendant in a certain suit in equity wherein Mary E. Cox et als are plaintiffs and Wm. S. Holland, committee of I. W. Duck et als is defendant:

Present, J. U. Burges, attorney for plaintiff,

Wm. S. Holland, attorney for defendant.

Here the defendant offers in evidence a certified copy of a deed from R. J. Cox and wife to I. W. Duck and T. J. Clements, marked No.1; also a deed from same to same, marked No.2; also a deed from I. W. Duck and others to Mrs. Mary E. Cox, marked No.3; also the original deed of trust from Mary E. Cox and her husband to Dr. J. J. Duck, trustee in the room instead of whom J. P. Holland has been substituted as trustee. the said Dr. Duck having died, marked No.4; also copy of a deed from Mary E. Cox and her husband to J. U. Burges, trustee and C. J. Dennis, marked No.5; also copy of a deed from R. J. Cox to J. M. Ballard, trustee, marked No.6; also R. J. Cox and wife and others to James R. Cox, bill of sale or deed, marked No.7; also R. J. Cox to C. J. Bradshaw, trustee for James A. Vaughan, marked No.8; also an agreement between R. J. Cox and Wm. S. Holland and I. W. Duck, marked No.9; also a copy of a warrant issued by A. T. Byrd, J. P., in which T. J. Clements and I. W. Duck were plaintiffs and John Turner defendant, marked No.10; also copy of the judgement of the County Court on said warrant, marked No.11; also abstract of judgement by Briggs & Co. vs R. J. Cox, marked No.12, which original and which copy are now handed the Notary taking these depositions.

Counsel for plaintiff objects to deed marked No.5 and 6, bill of sale marked No.7, deed marked No.8, contract marked No.9, and abstract of judgement marked No.12, upon the grounds that these deeds and contracts were made and the judgement rendered subsequent to the deed marked No.4, which is dated on the 19th day of January, 1889, this deed being the one the validity of which is attacked by plaintiff, it being claimed that the deeds and papers hereinbefore mentioned were made and

The defendant excepts to this con-
spondence as testimony in
this case because it is not
relevant to any issue point
in the suit.

W. S. Hallard
Dec. 29th 1904 Committee of J. W. Hall

U

John L. Lawrence?

Maynard, Va., July 25th 1904

C. W. Wainwright
Suffolk, Va.

Dear Sir:-

What is the lowest bank you
will take for the Rf. Coy note? Let
me hear from you.

Very truly yours,
John L. Lawrence

Jan. 15, 1904.

Mr. John L. Lawrence,
 Haywards, Va.

Dear Sir:

Your letter of the 28th inst. addressed to Mr. C. J. Dennis in regard to Mr. E. J. Cox's note has been referred by him to me. Did you mean the entire debt, which would be something like \$300.00, or simply the \$50.00 note, which is now due? While I feel confident that this debt is now good I would be willing to recommend to Mr. Dennis that he dispose of this note or all of them as you at a discount. If you care to purchase them you can call on Mr. Dennis and take the matter up with him. I would suggest to him to pay \$50.00 in payment of the \$50.00.

Yours very truly,

Wm. H. H.

Suffolk, Va., Jan. 26, 1904.

Mr. John L. Lawrence,
Maynards, Va.

Dear Sir:

Your letter of the 25th inst. addressed to Mr. C. J. Dennis in regard to Mr. B. J. Cox's note has been referred by him to me. Did you mean the entire debt, which would be something like \$300.00, or simply the \$50.00 note, which is now due? While I feel confident that this debt is now good I would be willing to recommend to Mr. Dennis that he dispose of this note or all of them to you at a discount. If you care to purchase them you can make me an offer and I will take the matter up with him. I would advise him to accept \$45.00 in payment of the \$50.00.

Yours very truly,

Dic. J. U. B.

J. U. BURGESS.
ATTORNEY AT LAW.
ATTORNEY FOR THE CORPORATION OF SUFFOLK
SUFFOLK, VA.

Suffolk, Va., Nov. 28, 1904.

Mr. W. S. Holland,
Windsor, Va.

My dear Sir:

You will no doubt recall that during the taking of my testimony a question arose as to the deal or correspondence between Mr. J. L. Lawrence and C. J. Dennis in regard to the Cox deed of ~~tax~~ trust, which is for \$300.00 in favor of C. J. Dennis, and that I promised to file in the papers the letter that passed between Lawrence and myself. It seems that during the latter part of December or early in January Lawrence saw Dennis and asked him what he would take for this deed of trust and that Dennis told him to write him a letter making him an offer and that he would refer the matter to me. Mr. Lawrence then wrote him the enclosed letter to which I replied as per letter, a copy of which is hereto attached. This copy was torn from my press book and as it is a little indistinct I have had a copy made of it. You will kindly file these letters among the papers with such objection, if any, that you may desire to make. I would thank you to mail me the carbon copy of your testimony which we took the other day as soon as it is written out. I can take the balance of your testimony almost any day next week that you may name.

Yours very truly,

Dic. J. U. B.
Enclosures.

J. U. Burgess

1
Ox. Mary E. & L. J.
Final Decree

J. W. Duck & others.

1905. May 12th.

Entered,

Robert R. Henth

C. O. B. No. 6. 421

According to the
within degree -

J. N. Bering is
Atty for plaintiff
Jas. L. Moore

Atty for Wm. Holland
Committee of W. Duck

and seventy four and 80/100 (\$274.80) dollars,
executed on Nov. 19th, 1881, by John T. Cox and R. J.
Cox and payable on demand; one negotiable note dated
Sept. 17th, 1881, for two hundred and 50/100
(\$250.00) dollars, executed by J. T. Cox and payable
sixty days after date, and endorsed by R. J. Cox and
others; one negotiable note dated Jan. 7th, 1889,
payable ninety days after date for seventy nine and
10/100 (\$79.10) dollars, and executed by Bettie E.
and R. J. Cox, all of which evidences of indebtedness
are payable to Irving W. Duck; one negotiable note
dated Oct. 27th, 1890, payable sixty days after date,
executed by Robt. J. Cox, and payable to I. W. Duck
and W. S. Holland, being for the principal sum of one
hundred (\$100.00) dollars; ^{and} the said sum of five
hundred (\$500.00) dollars being here paid to the
receipt of which is acknowledged,
counsel for defendant, ~~in the presence of the court,~~
it is ordered that the cause be removed from the docket,
the defendant paying the court costs now unpaid,
exclusive of the taxed attorneys fee; all of which
is certified to the Clerk of this Court to be
entered in the chancery order book.
Robert R. Huntis
To the Clerk of the Circuit Court
of Isle of Wight *County.*

In the Clerk's Office of the Circuit Court of Isle
of Wight Countym this 17th. day of May, 1905, this vacation
decree was received and entered of record.

TESTE: *H. J. Young* C.C.

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF ISLE
OF WIGHT COUNTY, May/2th, 1905.

Mary E. Cox and R. J. Cox, #
v. #
I. W. Duck, W. S. Holland, committee #
of the said I. W. Duck, an insane #
person, and J. Peter Holland, substituted #
trustee for the said I. W. Duck. #
-----#

This day this cause came on again to be heard in vacation, by consent of complainants and defendants, and it appearing to the court from the recommendation of defendant's counsel, James L. McLemore, that it would be advantageous to the estate of I. W. Duck to accept five hundred (\$500.00) dollars in full settlement of all claims, demands, counter claims or offsets growing out of a certain deed of trust to secure nine hundred and sixteen and 31/100 (\$916.31) dollars, dated January 19th, 1889, the validity of which is in controversy in these proceedings, and any and all other transactions had between complainants and defendants in this cause, the court doth approve of said settlement, and doth authorize ~~the said~~ William S. Holland, committee of the said I. W. Duck, to accept said amount in full of all claims and demands held by him as such committee, against the said Mary Elizabeth and R. J. Cox, either jointly or severally; the bonds and notes in his possession, and so delivered to plaintiffs upon receipt of the said five hundred (\$500.00) dollars, being the following: one bond for nine hundred and sixteen and 31/100 (\$916.31) dated Jan. 19th, 1889, and payable on demand by Mary Elizabeth and A. J. Cox; one bond for fifty one 63/100 (\$51.63) dollars dated Nov. 19th, 1886, payable thirty days after date, and executed by Robt. J. Cox; one bond for two hundred

Exhibit "A"

...TRUSTEE'S SALE OF...
VALUABLE FARM
...FOR CASH...

By virtue of a certain deed of trust from Mary E. Cox and R. J. Cox to secure a debt therein named to I. W. Duck to Dr. J. J. Duck, trustee, in the room and stead of whom the undersigned has been duly appointed by an order of the County Court of Isle of Wight county, which deed is dated on the 19th day of January, 1889, and recorded in the Clerk's Office of the County Court of Isle of Wight county in deed book No. 53, page 149, default having been made in the payment of the sum of money therein secured, and at the request of the beneficiary in the said deed by his authorized representative, I shall offer for sale by public auction, for cash, to the highest bidder, at Darden, Va., in front of the store of Mr. A. L. Holland on the

29th. Day of December, 1903,

At 12 o'clock M. sharp, the following tract of land: All that tract of land whereon the said R. J. Cox then and now resides, containing 75 acres, more or less, situate in the county of Isle of Wight about one mile from Mt. Carmel church, and is bounded by the lands of I. W. Duck, Elisha Joyner and others.

This is a first-class peanut farm, and parties desiring a home or wishing to make a paying investment are invited to attend the sale and bid for the same.

J. PETER HOLLAND,

Franklin, Va., Nov. 24, 1903.

Substituted Trustee.

Please Post.

George S. Baiggs Co

vs.

}

ABSTRACT OF
JUDGMENT.

R. J. Bay

10 12

Virginia:

In the Circuit Court of the County of Isle of High - October Term, 1904

George S. Briggs trading as George S. Briggs & Co. Plaintiff

versus

R. J. Bay

Defendant

Action of

Debt

Judgment in favor of the Plaintiff against the Defendant for the sum of Five
Hundred and Ninety & 10/100

With interest thereon at the rate of six per centum per annum, from September
24th 1903 until payment.

Subject to credit, viz.: _____

And the cost of suit,

\$ 6.22

A FIERI FACIAS issued from the Clerk's office of said Court on the 31st day of October 1904
returnable to the Justices on the 19th day of November 1904 thereafter directed to the _____ of the _____
who hath made return thereon in the words and figures following, to wit:

This Judgment was duly docketed in the Clerk's office of the
Circuit Court of the County of Isle of High
on the 24th day of October 1904
Judgment Docket No. B Page 32

Teste:

J. J. Hanna

Clerk.

Wm S. Halland

p. q.

Clerk.

Clements & Duck

vs. } County Court order

John Turner

a copy

NO 11

In the County Court of Isle of Wight County, August 6th. 1988.

Present Hon. Geo. R. Atkinson, Judge,

T. J. Clements & I. W. Duck

Appellants.

Versus.

Upon an appeal from the judgement of
A. T. Bird ~~in~~^a warrant in det~~in~~ⁱⁿ for
a mule bought by the appellants against
the appellee by which judgement said
warrant was dismissed at the cost of
the Plaintiffs.

John Turner,

Appellee.

This day came the parties by their Atto. and the Court having fully considered the record in this case and the evidence of witnesses adduced doth consider and adjudge that there is error in the judgement aforesaid and that that the same be and is hereby reversed. And the Court proceeded to render such judgement as to it seems proper doth consider that the appellants recover from the appellee the brown mule in the warrant aforesaid mentioned, and their cost as well before the said Justice as here in court expended.

A Copy, TESTE: —

A. J. Yarrow

Clerk.

Clements Duck
vs. { Warrant
John Turner

a copy

no 10

Isle of Wight County, To-wit.

To John T. Rose, Constable of said County.

I command you, in the name of the Commonwealth, to summons John Turner if he be found in your District, to appear at Carrsville in ~~ix~~ the said County, on the 21st. day of April 1888, before me or such other Justice of the said County as may be there to try this warrant, to answer the claim of T. J. Clements and I. W. Duck in ~~detinue~~ for a brown mule by the name of Mike of the value of sixty dollars which the said T. J. Clements and I. W. Duck claims to be their property, and which as they alleges, ^{and where} the said John Turner unjustly detains from them; and ~~have~~ and then [^] this warrant.

Given under my hand this 14th. day of April 1888.

A. T. Byrd, J. P.

A Copy, TESTE: W. J. Young

Clerk.

R. J. Bay
with } contract

W. S. Hall and J. M. Bush

copy

County aforesaid.

Given under my hand this 2nd. day of April 1900.

H. B. Wilson N. P.

In the Clerk's Office of the County Court of Isle of Wight County 6th. of
6th. day of April 1900 this deed was presented and with the certificate
annexed, admitted to record.

TESTE: _____ N. F. Young, C. C.

By J. R. Latimer, D. C.

A Copy, TESTE: _____ Clark.

409

R. J. Cox,

Contract

Wm. S. Holland, and I. W. Duck..

This Agreement, made this 10th. day of March 1900⁰ between I. W. Duck and Wm. S. Holland parties of the one part; and R. J. Cox party of the other part: WITNESSETH: That for and in consideration of the premises the said parties of the first part doth rent and lease to the said R. J. Cox one Boiler and Engine, Saw Mill and fixtures including saw and all tools used about said Saw mill and all pipes and belting used or belonging therewith now situate near Mt. Carmel Church near the Swamp and County road in Isle of Wight County, Virginia, for the Price and sum of thirty (30) Dollars per month beginning April 1st. 1900 and payable monthly on the first day of each Month, and if the said Cox shall pay the said rent when due and every month and continue so to do until he has paid three Hundred and thirty five Dollars with interest from March 1st. 1900 then said property shall belong to said Cox.

It is mutually agreed that in case said R. J. Cox fails to pay said rent at the end of any month for the space of ten days then at the request of said Duck or Holland or both of them he shall and will surrender all said property to them or their agents. The said R. J. Cox hereby promises and binds himself that he will take good care of the said property and in case any of it is lost or destroyed while in his possession in any way he will be responsible for it.

And the said R. J. Cox hereby promises and binds himself to deliver the same to the said owners I. W. Duck and William S. Holland, in case he fails as aforesaid to pay rent when due or within the time aforesaid. ~~xxxxx~~
All parties hereto waive their Homestead Exemptions as to this contract.
Witness our hands and seals.

his
R. J. x Cox. (SEAL)
mark

Virginia, County of Isle of Wight, to wit:

I, J. B. Wilson, a Notary Public for the County aforesaid, do certify that R. J. Cox whose name is signed to the foregoing writing bearing date on the 10th. day of March 1900⁰ has acknowledged the same before me in my capacity

R. J. Gay

To

C. J. Bradshaw Trustee for
James A. Vaughan

ac/p

per cent to the trustee, and shall then pay off the said bond with all accrued interest, and pay the residue, if any, to the said R. J. Cox or to his representative\$.

If no default be made in the payment of the bond aforesaid then the said R. J. Cox shall be entitled ~~xxx~~ to a release deed by paying the costs of drawing and recording the same.

Witness the following signature and seal:

his
R. J. x Cox,
mark

(SEAL).

State of Virginia, County of Isle of Wight, To-wit:

I, M. E. W. Crumpler, a Notary Public in and for the County of Isle of Wight and State of Virginia, do certify that R. J. Cox, whose name is signed to the foregoing writing, bearing date on the 6th. day of Jan. 1903, has acknowledged the said writing before me in my County aforesaid.

Given under my hand this 6th. day of January, 1903.

M. E. W. Crumpler, N. P.

My commission expires Nov. 29th. 1906.

In the Clerk's Office of the County Court of Isle of Wight this 14th. day of Jan. 1903 at ten o'clock A. M. this deed was received and with the certificate annexed, admitted to record.

TESTE: _ N. F. Young, Clerk.

By Albert S. Johnson, D.S.C.

A Copy, TESTE: N. F. Young Clerk.

R. J. Cox

To)Trust Deed.

C. J. Bradshaw, trustee for Jas. A. Vaughan.

This deed, made this 6th.day of January 1903, between R. J. Cox, party of the first part; C. J. Bradshaw chosen trustee, party of the second part,

WITNESSETH; That the party of the first part doth grant with General Warranty unto the said C. J. Bradshaw, trustee, the following property, to-wit: One twenty five horse power steam boiler, one twenty horse steam engine, all pulleys, shafting, belts, screws, bolts and other fixtures and appliances thereto or therewith pertaining or belonging; also one saw mill with all belts, pulleys, shafting and other fixtures and appliances thereto belonging or therewith used, all which boiler, engine, saw mill etc. is now located on the lands of T. J. Raiford in Windsor Magisterial District in the County of Isle of Wight and in the State of Virginia, also one pair of mules (one bay and one white) one pair of horses (one bay and one raen) two log wagons and one farm wagon together with all harness to the said teams belonging or therewith used, and together with all chains, traces and other fixtures to the said log wagons belonging or therewith used all which property is on the said land of the sid Raiford at the saw mill of the said R. J. Cox.

The said R. J. Cox hereby warrants that he has a good and perfect title to all the said property.

All the property aforesaid is conveyed in trust to secure to Jas. A. Vaughan the payment of the sum of six hundrrd (600) dollars made by R. J. Cox dated January 6th. 1903, and payable one year after date to the said James A. Vaughan which bond bears interest from date till paid and contains a waiver of the Homestead Exemption.

If no default be made in the payment of the above mentioned bond, then the said trustee on being so requested by the holder of the said bond, shall sell all the said property by public auction for cash after advertising the time, terms and place of sale for ten days by notices posted in the neighborhood of the property; and out of the proceeds of the said sale, pay first, the cost of the sale including a commission of five

R. J. Bay et ux et als

vs } B. & S.

James R. Bay

a copy

Given under my hand this 4th. day of June, 1904,

E. A. Clements, J. P.

In the Clerk's Office of the Circuit Court of Isle of Wight County, this ~~24~~
7th. day of June, 1904, at 1:30 o'clock P. M. this deed was received and ~~with~~
with the certificate annexed, admitted to record.

TESTE: N. F. Young, Clerk.

By Peyton R. Turner, D. C.

A Copy, TESTE: N. F. Young Clerk.

said wagons and horses commonly used and therewith belonging which property is now on the lands of Jethro Raiford about four miles from Carrsville in the County of Isle of Wight and State of Virginia.

The said R. J. Cox and Elizabeth Cox warrant the title to the said ~~xxx~~ property and they hereby covenant that the said Jas. R. Cox shall have ~~xxx~~ quiet, ~~free~~ and undisturbed possession thereto, against the claims of all persons whatsoever.

The said Jas. A. Vaughan, Wm. S. Holland and Wm. S. Holland, Committee of I. W. Duck convey with **Special Warranty** unto the said Jas. R. Cox all the right which they may have to the said property and that they hereby release any ~~lien~~ they or any one of them may have thereto.

Witness the following signatures and seals.

his
R. J. x Cox, (SEAL.)

mark
Elizabeth Cox, (SEAL.)

J. A. Vaughan, (SEAL.)

Wm. S. Holland (Seal)
Wm. S. Holland, Committee (SEAL.)

of I. W. Duck.

State of Virginia,

County of Isle of Wight, to-wit:

I, Lilly Cabell Scott, a Notary Public, in and for the State and County aforesaid do certify that Wm. S. Holland and Wm. S. Holland, Committee of I. W. Duck, whose names are signed to the foregoing writing, bearing date on the 2nd. day of June, 1904, have acknowledged the same before me in my County aforesaid.

Given under my hand this 2Nd. day of June, 1904,

Lily Cabell Scott, N. P.

My commission expires Feb. 2nd. 1908.

State of Virginia.

County of Isle of Wight, to-wit:

I, E. A. Clements, Justice of the Peace in and for the County aforesaid do certify that R. J. Cox, Elizabeth Cox. and Jas. A. Vaughan, whose names are signed to the ^{annexed} writing bearing date on the second day of June, 1904, have acknowledged the same before me in my County aforesaid.

m 7

R. J. Cox et ux, et als.

To) Bill of sale.

James R. Cox.

This Bill of Sale, made this 2nd. day of June, 1904, between R. J. Cox and Elizabeth Cox, his wife and in her own right, Jas. A. Vaughan and Wm. S. Holland and W^m S. Holland, Committee of I. W. Duck, parties of the first part; and Jas. R. Cox, party of the second part-

WITNESSETH: That whereas said R. J. Cox created a lien by deed duly recorded in the Clerk's Office of the County Court of Isle of Wight County on the property hereinafter named in favor of Wm. S. Holland and I. W. Duck, which money thus secured has been paid to said Wm. S. Holland from time to time until his lien was fully paid off and the lien in favor of the said I. W. Duck in the way of manufactured lumber sold and delivered to I. W. Duck, or to his tenants from the 10th. day of March 1900 until the present time and forty-five (45) dollars in money to pay balance due said I. W. Duck and therefore the said Wm. S. Holland in his own right and as Committee of I. W. Duck unite in this deed and convey their interests therein at the request of the said R. J. Cox and wife; and whereas another lien has been created on said property by a deed duly recorded in the said Clerk's office ~~of~~ in favor of said Jas. A. Vaughan which having been fully paid and satisfied to the said Jas. A. Vaughan, the receipt whereof he hereby acknowledges, and at the request of the said R. J. Cox and wife doth release the lien on his said deed and convey his interest in said property to the said Jas. R. Cox; and whereas the said J. R. Cox and wife in the consideration of fifty (50) dollars, cash in hand paid, the receipt whereof is hereby acknowledged wish to convey the property hereinafter named to their son the said Jas. R. Cox, Now, Therefore, the said parties of the first part do grant, bargain and sell with General Warranty as to the said R. J. Cox and wife and with Special Warranty as to the said Jas. A. Vaughan, Wm. S. Holland, Committee of I. W. Duck, unto the said Jas. R. Cox in consideration of the premises the following property, to-wit: One steam engine, one boiler, one saw mill, three saws and all the tools, belts, fixtures and appliances to the said engine, boiler and saw mill belonging: two log wagons, one road wagon, one white mule, three sorrell mules, one bay horse and all harness and fixtures with the

R. J. Cox

To }

J. M. Ballou Trust

A copy

such manner as the said Trustee shall think fit.

The said party of the first part covenants to pay all taxes assessments dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same.

If no default shall be made in the payment of the said debt then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper cost and charges.

Witness the following signatures and seal.

R. Junius X^{his} Cox, (SEAL).
mark

Witnesses

J. R. Cox,

J. H. Norfleet.

State of Virginia, County of Nansemond, to wit:

I, S. M. Lawrence, Deputy Clerk of the County Court for the County ~~so~~ ^{aforsaid} in the State of Virginia, do certify that R. Junius Cox, whose name is signed to the writing hereto annexed, bearing date on the 11th. day of April, 1900 has acknowledged the same before me in my County aforesaid.

Given under my hand this 11th. day of April, 1900.

S. M. Lawrence, Deputy Clerk.

County of Isle of Wight, to wit:

In the office of the Clerk of the County for the County of Isle of Wight the 12th. day of April 1900, this deed was presented and with the certificate annexed, admitted to record.

TESTE: _____ N. F. Young, C. C.

BY J. R. Latimer, D. C.

A Copy, TESTE: _____

N. F. Young

Clerk.

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R. J. Cox

To)

J. M. Ballard, Trustee.

This Deed , made this 11th. day of April in the year one and
Thousand nine hundred between R. Junius Cox, of Isle of Wight County Va.
of the first part and Jno. M. Ballard, chosen trustee of said County and
State of the second part: Witnesseth: That said party of the first part
does grant unto the said party of the second part the following property
to-wit: One Bay mare named "Bell" and one Bay Horse Known as the Dick Eley
horse" The last mentioned horse being the same which was this day pur-
chased by said R. Junius Cox of N. G. & Wilson Norfleet.
Said mare and said horse to be used in his logging business in Isle of
Wight County Virginia.

In Trust to secure to N. G. Norfleet and Wilson Norfleet, Partners trading
as N. G. & Wilson Norfleet of Suffolk Va. the apyment of the sum of
Eighty three and 50/00 dollars evidenced by note of even date with this
deed for that sum *R. Junius Cox and payable to the said* executed by the said N. G. & Wilson Norfleet Sixty (60)
days after date at the Farmers Bank of Nansemond Suffolk, Va., with inter-
est from date until paid. *+ renewal or extension of said note Homestead of corp-
tion waived. In the event that default shall be made*
And also to secure any note or notes given in the payment of the said debt
principal or any installment of interest when due and payable then the
trustee on being *R. Junius Cox and payable to the said* required so to do by said N. G. & Wilson Norfleet their
executors administrators or assigns shall sell the property hereby con-
veyed.

And it is covenanted and agreed between the parties aforesaid, that in a
case of a sale the same shall be made after advertising the time place
and terms thereof for fifteen (15) days as said Trustee deem best and upon
the following terms to-wit: for cash as to so much of the proceeds as
may be necessary to defray the expenses of executing this trust including
a trustee's Commission of five per centum, the fees for drawing and re-
cording this deed, if then unpaid, and to discharge the amount of money
then payable upon the said debt; and if there be any residue of said pur-
chase money the same shall be made payable at such time and secured in

Mary E. Bay Husband

To

J. U. Burgess trustee for
C. J. Dennis

u copy

paid, and to discharge the amount~~of~~ of money then payable upon the said debt; and if there be any residue of said purchase money the same shall be made payable at such time and secured in such manner as the said parties of the first ^{part}, their executors, administrators, assigns shall prescribe and direct, or in case of their failure to give such direction, at such time and in such manner as the said Trustees shall think fit.

The said parties of the first part covenant to pay all taxes, assessment dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same.

If no default shall be made in the payment of the said debt or insurance premiums, then upon the request of the parties of the first part a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signatures and seals.

Mary E. Cox, (SEAL)

R. J. Cox. (SEAL).

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

I, Jno. L. Lawrence, a Notary Public for the County aforesaid in the State of Virginia, do certify that Mary E. Cox and R. J. Cox, her husband whose names are signed to the writing hereto annexed, bearing date 14th. day of Oct. 1903, have acknowledged the same before me in my County aforesaid.

Given under my hand this 31st. day of Oct. 1903,

My term as Notary Public expires June 9th. 1904.

Jno. D. Lawrence, N. P.

In the Clerk's office of Isle of Wight County Court this 7th. day of Dec. 1903 at 11:50 o'clock P.M. this deed was received and with the certificate annexed, admitted to record.

TESTE: _____ H. F. Young, Clerk.

BY A. S. Johnson, Deputy Clerk.

A Copy, TESTE: _

H. F. Young

C.C.

no 5

Mary E. Cox and husband.

To) T. D.

J. U. Burgess, trustee for C. J. Dennis

This Deed, made this 14th. day of October in the year one thousand nine hundred and three between Mary E. Cox, ^{and R. J. Cox} her husband, of Isle of Wight County, Virginia, parties of the first part, and J. U. Burgess, chosen as trustee, of Suffolk, Virginia, party of the second part.

WITNESSETH; That said party of the first part do grant unto the said party of the second part, with **General Warranty**, the following property, to-wit: All of that certain tract of land on which said grantors now reside in Windsor Magisterial District of Isle of Wight County, Virginia, near Carrsville, consisting of about seventy acres, bounded by the lands of I. W. Duck, Mills Britt, N. B. Gay, S. T. Carr and W. H. Johnson and the County road leading from Mt. Carmel Church to Franklin.

In Trust to secure to C. J. Dennis of Suffolk, Virginia, the payment of the sum of **Two Hundred and Eighty Two Dollars (\$282.16)** and **sixteen cents** evidenced by six notes, all bearing even date with this deed executed by the grantors herein named payable to C. J. Dennis at the Bank of Suffolk as follows: Five of said notes being for fifty dollars and each payable respectively in ninety days, six months, nine months, twelve and fifteen months and one being for thirty two dollars and sixteen cents payable on the 14th. day of April 1905. Said notes all bearing interest from date and waiving their Homestead Exemption.

In the event that default shall be made in the payment of the said debt, principal or any installment of interest, when due and payable, then the trustee, on being required so to do by the said C. J. Dennis, executors, administrators or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time place and terms thereof for fifteen days in such manner as the trustee may deem most expedient and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum the fee for drawing and recording this deed, the balance

Mrs Cox et al.

TO { DEED OF TRUST.

Dr. J. L. Duck Trustee
agent of E. W. Duck
ADMITTED TO RECORD

March 2 1889

Deed Book No. 53

Page, 149

Clerk.

Tax, . . . \$ 1.00

Fee, . . . \$ 1.25

Total Tax and Fee, . \$ 2.25

PAID,

Chg. J. M. Duck
Clerk.

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT. } To wit :

I, _____, a Notary Public in and for the county aforesaid,
in the State of Virginia, do certify that _____, the wife
of _____, whose names are signed to the writing above,
bearing date the _____ day of _____, 188____, personally appeared before me
in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the
writing aforesaid fully explained to her, she, the said _____,
acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does
not wish to retract it.

Given under my hand this _____ day of _____, 188____.

NOTARY PUBLIC.

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT. } To wit :

I, *W. S. Hall and*, a Notary Public in and for the said county, in the
State of Virginia, do certify that *May Elizabeth Cox and R. J. Cox*, whose name ^{are} ~~is~~ signed
to the writing above, bearing date the *19th* day of *January*, 188*9*, have ac-
knowledgeed the same before me in the county aforesaid.

Given under my hand this *19th* day of *January*, 188*9*.

W. S. Hall and

NOTARY PUBLIC.

*In the clerk's office of the county court
of Isle of Wight county March 2nd 1889, this
deed was received and with the certificate
hereon admitted to record*

*Teste N. P. Young clk
for M. F. Young D.C.*

IN TRUST

to secure to

L. W. Duck

of the

County of Dale of wight

State of Virginia the payment of the sum of \$976 ³¹/₁₀₀

evidenced by

a bond for nine hundred and sixteen dollars and
thirty one cents, made by Mary Elizabeth Cox and R. J.
Cox dated January 19th 1889 and payable on de-
mand to L. W. Duck with interest to be paid
annually

And it is covenanted and agreed that in case of default in the payment of ~~any of the~~ ^{on the interest thereon} bond
aforesaid then sale shall be made at the request of any one or more of the beneficiaries, his representatives or
assigns and that said sale shall be made after advertizing the time, place and terms thereof for ^{thirty}
days, for cash, and after paying expenses of this trust including a commission of five per cent. to the said
trustee ~~and including as well the cost of drawing and recording this deed~~, then to discharge the amount of
principal and interest and legal charges of the debts or debt aforesaid, when there are more than one note
or bond, one or more of which is not due, the said trustee may sell on credits so as to meet said demands
when due, or may pay off those not due as he may deem best, and pay the residue, if any, as the law directs.

It is also covenanted and agreed that this Deed of Trust shall secure any bond

given in renewal or in extenuation or curtail of the afore mentioned.

The said party of the first part agree to pay all taxes, levies, assessments, dues and charges
upon the said property so long as he or his heirs shall hold the same, ~~and to keep the buildings on said
property insured for a reasonable amount for the benefit of said~~

, ~~and should the said party of the first part fail to keep said property insured
then in that event the said~~ ~~shall insure the
same and make the premiums a charge on said property in this deed conveyed~~

In case a release deed is given it shall be at the cost of the party of the first part.

In all other respects this deed shall be executed according to law governing trust sales.

WITNESS the following signature and seal :

Mary Elizabeth Cox
R. J. Cox

(SEAL.)

(SEAL.)

(SEAL.)

THIS DEED, made this 19th day of January, in the year 1889, between Mary Elizabeth Cox and R. J. Cox in his own right and as the husband of said Mary Elizabeth Cox of the County of Isle of Wight and

in the State of Virginia, parties of the first part; and Dr. J. J. Duck of the said county & state

party of the second part chosen trustee, Witnesseth: that the said

parties of the first part do grant with general warranty unto said Dr. J. J. Duck

chosen trustee, the following property, to-wit:

all that certain tract of land whereon said R. J. Cox now resides lying and being in the County of Isle of Wight in the State of Virginia said to contain seventy five acres more or less sole in gross and not per acre this being a contract of hazard as to the number of acres and is bounded by the lands of L. W. Duck, Elisha Jayner, Jno. M. Ballou and others; and also the following personal property: one steam saw mill including boiler engine and all fixtures thereto belonging which mill is now located on the lands of Jethro Rayford in said Isle of Wight County, one pair Brown Mules, one lumber wagon, one Cony Lag, one Sorrel horse, one buggy and harness and the household and kitchen of said parties of the first part - all which personal property is now in possession of said parties of the first part on said farm and on said saw mill

J. W. Duck et al

so }

Mrs. Mary E. Gay

acq

1889

STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT,

)
)
) TO-WIT:

I, W. S. Holland, a Notary Public for the County aforesaid in the State of Virginia, do certify that Thomas J. Clements and Nannie P. Clements whose names are signed to the writing above, bearing date on the 19th. day of Jan. in the year eighteen hundred and eighty nine, have acknowledged the same before me in my County aforesaid.

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

W. S. Holland, Notary Public.

In the Clerk's office of the County Court of Isle of Wight County March 2nd. 1889, this deed was received and with the certificate annexed, admitted to record.

TESTE: _ N. P. Young, Clerk,

By N. F. Young, D. C.

A Copy, TESTE: _

N. P. Young

Clerk.

Duck, I. W. et als.

To

Mrs. Mary E. Cox.

This deed made this 17th. day of Jan. in the year eighteen hundred and eighty nine between I.W. Duck, Thos. J. Clements and Nannie P. Clements wife of said Thos. J. Clements of the County of Isle of Wight in the State of Virginia party of the first part, and Mary Elizabeth Cox wife of R. J. Cox in her own right, ~~and Mary Elizabeth Cox wife of R. J. Cox~~ *as if she were a fem sole of said County and State party of the second part,* ~~WITNESSETH~~ : That in consideration of the sum of One Thousand Dollars cash paid the receipt whereof is hereby acknowledged, the said parties of the first part do grant with General Warranty unto the said part of the second part, the following property to-wit: All that tract, piece or parcel of land lying and being in the County of Isle of Wight in the State of Virginia bounded by the lands of I. W. Duck, Jno. M. Ballard and others, *Now resides, and all personal property or so much thereof now in the possession* it being same land on which said R. J. Cox or his wife named, mentioned and included in the three following deeds namely, a deed dated Oct. 19th. 1882 and made by said R. J. Cox and wife to I. W. Duck, and Thomas J. ~~xi~~ Clements duly recorded in the Clerk's Office of the County Court of Isle of Wight County in deed book No. 46 page 405 and secondly a deed dated Sept. 12th. 1882 made by said Cox et ux to said Duck and Clements recorded in said office in deed book No. 46 page 641 and thirdly a deed dated Sept. 29th. 1883 made by said Cox and wife to said Duck and Clements and duly recorded in deed book No. / p. of said Clerk's Office reference to ~~xxx~~ which said deeds is hereby made for better description and so forth, all the personal property hereby conveyed is now in the possession of said R. J. Cox and wife in said Isle of Wight County. The said grantors covenant that they have the right to convey the said land to the grantee that the grantee shall have quiet possession of the said land free from all incumbrances, that they the said parties of the first part, will execute such further assurances of the said land as may be requisite, that they have done no act to encumber the said land.

Said R. J. Cox

Witness the following signatures and seals.

I. W. Duck, (SEAL).

T. J. Clements, (SEAL).

Nannie P. Clements (SEAL).

R. J. Cox et al
To
Duck & Clements

A Copy

1883

Given under my hand this 29th. day of September eighteen hundred and eighty three.

Virginia,)
(To-Wit:
County of Isle of Wight,)

Given under my hand this 29th. day of September 1883.

In the Clerk's office of the County Court of T^he of White County
the 1st. day of Oct. 1883, this deed from R. Junius Cox, and wife to I. W'
Duck & T. J. Clements was admitted to record on the annexed certificate
of Wm. S. Holland a Notary Public.

A Copy, TESTE:

— A. F. Young

Cl 55k.

Cox, R. J. et ux.
To) B. & S.
Duck & Clements.

This deed, made the 29th. day of September in the year of our Lord one thousand eight hundred and eighty three between R. Junius Cox and Mary E. his wife, of the County of Isle of Wight in the State of Virginia, of the one part, and Irvin W. Duck and Thos. J. Clements of the aforesaid county and state of the otherx part, ~~WITNESSETH~~: That in consideration of the sum of Eighteen Hundred Dollars, cash paid before the signing and sealing of this paper the said R. Junius Cox. and Mary E. his wife do grant with general warranty, unto the said Irvin W. Duck and Thos. J. Clements and to their heirs and assigns, forever, the following real estate &c. to-wit: The farm on which the said Cox resides, bounded by the lands, --- Joseph H. English, Jno. M. Ballard, I. W. Duck and Mrs. Ann ~~Stx~~ Stephenson &c. all of his household and kitchen furniture, crops of all kinds, farming implements of all kinds, stocks of all kinds, including one horse, Four mules, Five oxen, two carry-logs, two four-wheeled wagons and harness, interest in one small saw mill, lumber cut and lumber to be cut, and lumber standing in the woods, together with all and singular the appurtenances belonging to the same. And the said R. Junius Cox and Mary E. his wife covenant that they have the right to convey the said land &c. to the said grantee; that the said grantee shall have quiet possession of the said land &c. that they have done no act to encumber the said lands &c.: and that they will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals.

Witness his
R. Junius x Cox
mark
Wm. S. Holland.
Mary E. Cox,

§§§§§§
\$ SEAL.\$
§§§§§§
§§§§§§
\$ SEAL.\$
§§§§§§

State of Virginia,)
County of Isle of Wight,) To)wit:

I, William S. Holland, a Notary Public in and for the County aforesaid, in the state of Virginia, do certify that Mary E. Cox the wife of R. Junius Cox, whose names are signed to the writing above, bearing

R. J. Cox & Fox

to }

J. H. Duck & T. J. Clements

asap

1882

names are signed to the writing above annexed, bearing date the 12th. day of Sept. 1882, personally appeared before me in the County aforesaid, and being examined by me privily and apart from her husband and having the writing fully explained to her, she the said Bettie E. Cox, the wife of R. Junius Cox acknowledged the same to be her act, and declared she had willingly executed the same, and does not wish to retract it.

Given under my hand this 12th. day of Sept. 1882.

Thos. J. Clements, Notary Public.

In the Clerk's office of the County Court of Isle of Wight County, the 15th. day of Sept. 1882, this mortgage from R. Junius Cox and wife to I. W. Buck and T. J. Clements was admitted to record upon the annexed certificate of T. J. Clements a Notary Public.

TESTE: N. P. Young, Clk.

Copy TESTE: _

N. P. Young

Clerk.

No. 1

Cox. R. J. et ux.

To)

I. W. Duck and T. J. Clements

THIS DEED?, made this 12th. day of Sept. 1882, between R. Junius Cox and Elizabeth his wife the party of the first part, and Irvin W. Duck and T. J. Clements the parties of the second part, all citizens of the County of Isle of Wight and State of Virginia, : WIT BEFORETH: for and in consideration of one negotiable note calling for Six Hundred Dollars payable at the Windsor Bank Isle of Wight County to A. L. Nelms and endorsed by Irvin Duck and T. J. Clements that parties of the first part, to secure the said endorsers to said note, doth grant, bargain and sell unto said endorsers the following property, To-Wit: All of one undivided interest in the Estate of the late James Washington Beale deceased,, six yoke oxen, one carry-log cart and wheels, one young sorrell horse, four mules and two double wagons and harness, bought this day and date of A. L. Nelms *and all lumber paid for not sawed* lumber on hand sawed or may be sawed or cut, and interest in the saw-mill which I ~~am~~ now using, all of our household and kitchen furniture, crops of all kinds &c. (now if the said note of Six Hundred Dollars with all interest and cost accrued, be paid off when due &c. this deed is to be considered null and void by the said endorsers, otherwise to be in full force and virtue.

Given under ^{our} ~~my~~ hand and seals this day and date before written.

his
R. Junius x Cox.
mark

SEAL

Bettie E. Cox.

SEAL

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

I Thos. J. Clements, a Notary Public for the County of Isle of Wight and State aforesaid, do certify that R. Junius Cox, whose name is signed to the above annexed, writing bearing date the 12th day of Sept. 1882, has acknowledged the same before me in my County aforesaid and I do further certify that Bettie E. Cox the wife of R. Junius Cox. whose

W. K. K. K.
Mary E. Case & al

Is (or) copious
Guarded ad libitum

St. Peter & al
Seco (or) Seco
& al —

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

At First January Rules, 1904.

Mary M. Cox and W. J. Cox, ... Plaintiffs.

vs. In Chancery.

I. W. Duck, William G. Holland, Committee
of the said I. W. Duck, an insane person,
and J. Peter Holland, substituted trustee
for I. W. Duck, ... Defendants.

On motion of the complainants by counsel William G.
Holland, an attorney at law, is assigned guardian ad
litem for the infant defendant, I. W. Duck.

R. J. Bay

to {

INJUNCTION BOND.

Commonwealth

Ac copy

Know all Men by these Presents, That we R. J. Cox and Mrs. L. Lawrence

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Hundred Fifty 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 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 25th day of December, one thousand ~~eight~~^{nine} hundred and three.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound Mary E. Cox and R. J. Cox

on this bill in chancery against J. W. Duck William L. Holland committee of the said J. W. Duck an insane person, and J. Peter Holland substituted trustee for the said J. W. Duck

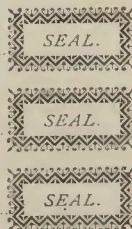
addressed to the Judge of the Circuit Court of the County of Isle of Wight has obtained from the said Judge an injunction to injoin and restrain J. Peter Holland substituted trustee W. L. Holland committee of J. W. Duck an insane person, their agents & attorneys from selling or offering for sale any of the property embraced in the deed of trust, dated Jan. 1889 mentioned in the foregoing bill in chancery

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 Two Hundred & Fifty 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 Mary E. Cox & R. J. Cox shall pay all such costs as may be awarded against them, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

A. J. Johnson

R. J. Cox
Mary E. Cox
John L. Lawrence



In the Clerk's Office of the Circuit Court of the County of Isle of Wight.
This day personally appeared before me W. F. Manning, Clerk of the Circuit Court of the County of Isle of Wight Mrs. L. Lawrence, and made oath that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expects to have to pay, he is worth the sum of Two Hundred and Fifty dollars, over and above all exemptions allowed by law.

Given under my hand this 25th day of December, 1903.

W. F. Manning Clerk.

A. J. Johnson
W. F. Manning