

1919-003 Chancery Causes, Charles Wright vs Pembroke D. Swathney, Junior + Estelle Darden Swathney 245
Sale of Wight County

Other surnames: Elliott,
Bosseman, Griffin, Barlow,
Brasswell, Minton, Jones,
Stephens, Wilson, Elam,
Johnson

T H I S D E E D, Made this 5th day of March, 1902, between Wm. S. Holland, Trustee, as herein after stated, party of the first part; and P. D. Gwaltney, Jr., party of the second part.

Where as Sarah C. Wright by a deed dated on the 7th day of September 1897, which is duly recorded in the Clerk's Office of the County Court of Isle of Wight County, in Deed-book No. 62, page 44, and by another deed bearing date on the 9th day of November, 1900, and recorded in the said Clerk's Office in Deed-book No. 66, page 107, did convey to the said Trustee, all her interest, it being supposed to be a life interest of the said Sarah C. Wright, in and to all that certain tract of land, situate in the County of Isle of Wight, in the State of Virginia, containing sixty nine and one fourth ($69 \frac{1}{4}$) acres, more or less, sale and conveyance in gross and not by the acre, and bounded by the lands of Jeromiah Edwards, Seabird Edwards, Thomas Joyner, Eliza D. Myers, now the Planters National Bank, of Richmond, Virginia, John T. Pope and others, and is composed of two tracts, respectively of 47 and $22 \frac{1}{4}$ acres, it being the same land which was conveyed to the said Sarah C. Wright by a deed from Nathaniel Wright, bearing date on the 21st of December, 1886, and recorded in the said Clerk's Office in Deed-book No. 50, page 556, reference is hereby made to the said deeds of trust and to the deeds therein referred to, for a better description of the said property and for a more accurate description of the title to the same.

By which deeds of trust, the said Trustee, Wm. S. Holland, therein named, was empowered on the failure of the said Sarah C. Wright to pay the sums of money therein mentioned or any part thereof, when the same should become due and payable, to sell the above described property for the purposes of the said trusts, and whereas default having been made in the payment of both of said sums of money secured as aforesaid, the said Wm. S. Holland, Trustee as aforesaid, in execution of the trusts aforesaid, being required by P. D. Gwaltney, Jr, trading under the firm name and style of P. D. Gwaltney, Jr. & Co, beneficiary in the said deeds of trust

mentioned, did on the third day of March, 1902, after giving thirty days notice of the time, place and terms of sale, by hand bills and posters, posted at several public places in the neighborhood of the land exposed to sale by public auction to the highest bidder, the property above described, at Isle of Wight Court House, it being County Court Day. At which said sale, the said P. D. Gwaltney, Jr., having made the highest bid therefor, became the purchaser of the said property at the price of one hundred dollars, and having complied with the terms of sale, has requested that the same be now conveyed to him.

This deed therefore witnesseth, that the said party of the first part, in performance of his duties as Trustee, and in consideration of the sum of one hundred dollars paid, doth grant with SPECIAL WARRANTY unto the said P. D. Gwaltney, Jr., the said property herein before described.

Witness the following signature and seal:

Wm. S. Holland, Trustee, seal

State of Virginia,

County of Isle of Wight, to-wit:

I, A. Lee Saunders, a Justice of the Peace, for the county aforesaid, in the State of Virginia, do certify that Wm. S. Holland, Trustee, whose name is signed to the foregoing writing, bearing date on the fifth day of March, 1902, has acknowledged the same before me in my County aforesaid.

Given under by hand this 19th day of March, 1902..

A. Lee Saunders J..P.

In the Clerk's Office of Isle of Wight County Court this 17th. day of April, 1902, this deed was received and with the certificate annexed, admitted to record.

By Albert Johnson Deputy. ^{este}, N. F. Young, Clerk.

Wm S. Hall and
Trustee.

To $\frac{3}{2}$ Dec of B + S.

P. S. Hurlbut Jr.

Admitted to record this

17 day of April

1911

Recorded in D. B. No. 67

Page 253

Examined and Verified,

.....

Tax.....\$ 50

Fee.....1.25

Transfer Fee.....1.00

Paid Total.....2.75

79-497

THIS DEED, made this 21st day of March, 1912, between Charles Wright, (unmarried) of the County of Isle of Wight and State of Virginia, of the first part; and Pembroke D. Gwaltney, junior, of the said County and State, of the second part:

WITNESSETH: That for and in consideration of the sum of Seventy Five Dollars to him cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hath granted, bargained and sold, and by these presents doth give, grant, bargain, sell and convey, unto the said party of the second part, with General Warranty, all of his right, title and interest, legal or equitable, vested or contingent, in and to that certain tract, piece or parcel of land situate, lying and being in the County of Isle of Wight and State of Virginia, adjoining the lands of the "Fish Potassin", now or late of Thomas R. Joyner, Charles Weaver et als, containing, by estimation sixty nine and one fourth acres, be the same more or less, this sale and conveyance is made in gross and not by the acre, however, and being the same tract of land on which Nathaniel Wright, father of the said party of the first part, resided at the time of his death.

It is the intent and purpose of this conveyance to convey to the said party of the second part all of the right, title and interest of the said party of the first part in the said tract of land, whether as grantee under a deed from the said Nathaniel Wright to Sarah C. Wright, conveying the said tract of land to her for life, with remainder to the children of the said Nathaniel Wright and Sarah C. Wright, which is of record in the Clerk's Office of the said County in D. B. 50, page 556, reference to which may be had for a more particular description of the said tract of land and the interest therein conveyed; or whether as an heir of the said Nathaniel Wright; or whether as heir of any or all of his deceased sisters.

Witness the following signature and seal:

State of Virginia,

I, A. S. Johnson, a Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that Charles Wright, whose name is signed to the writing hereto annexed, bearing date on the 21st. day of March, 1912, has acknowledged the same before me in my said County.

A. S. Johnson,
Commissioner in Chancery.

Teste, A. S. Johnson, Clerk.

Teste, A. Johnson, Clerk.

8
Tonight

ny Cy 243

Gwachung

Exhibit 'D'
filed with Rev

85-100

THIS DEED, made this 24th day of January, 1916, between P. D. Gwaltney, Jr., and F. Estelle Gwaltney, his wife, of the town of Smithfield, County of Isle of Wight, and State of Virginia, of the first part: and D. J. Elliott, of the City of Salisbury, State of Maryland, of the second part:

WITNESSETH: That for and in consideration of the sum of eleven hundred and fifty dollars, which is paid in cash, receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, with General Warranty, the following timber, timber rights, privileges and easements, to-wit: All of the timber and trees standing, lying and being on that certain piece or parcel of land in Newport Magisterial District of the County of Isle of Wight, in the State of Virginia, estimated to contain sixty-nine and one-fourth acres, be the same, more or less, known as the Nathaniel C. Wright tract of land, adjoining the lands of Charles Weaver, Wm. Wilson and others, and is the same land conveyed to said grantor herein by the heirs of said Nathaniel C. Wright, by deeds duly of record in the Clerk's Office of said County of Isle of Wight.

Also the right of ingress and egress to the said party of the second part, his successors or assigns, his agents and servants, with his teams, tools and appliances, over and upon said land; with free right of way for roads, tram roads, bogy tracks, wagon paths, over, through and across said lands, and the right to erect thereon mills, factories and buildings, and other fixtures deemed necessary by him in conducting his lumber business, and for the manufacture of timber trees into lumber, and carrying the same to market, provided, however, that the mill site and no buildings erected in connection therewith shall be upon the arable land, and none of the arable land shall be crossed for any purpose except

that it be found necessary to do so to get the timber trees hereby conveyed.

It is expressly understood and agreed between the parties hereto that the said party of the second part shall not remove from said land any tree that does not measure as much as ten inches across the stump (wood measurement) ten inches from the general level of the ground, at the time of cutting; but said party of the second part may cut, without limit as to size, such logs or trees as may be required by him for the purpose of opening, constructing and operating his roads, tram roads, bogy tracks, wagon paths, and for the erection of his mill and other buildings and appliances used in connection therewith, provided that the same be done, without needless waste.

It is further understood and agreed that the said party of the second part shall have the full term of two years from the date hereof within which to cut, fell and remove said timber from said land.

The said P. D. Gwaltney, Jr., shall furnish all necessary trash to supply the stables of the teams used by said party of the second part, and shall have all the manure made by said teams at the mill of said party of the second part so long as it shall remain upon said land, or while he is cutting said timber if it shall be located upon the land of another party.

The said parties of the first part covenant that they *have* the right to convey the property herein mentioned; that they are the owners in fee thereof; that the grantee shall have quiet and peaceable possession thereof, free from all encumbrances; and that they, the said parties of the first part, will execute such other and further assurances thereto as may be requisite.

It is further understood and agreed, that if, in crossing the open land of the said parties of the first part, in the

event that it shall be found necessary so to do, any damage resulting therefrom shall be paid for by said party of the second part, such damage to be determined by the arbitration of two disinterested parties, one to be selected by each of the parties hereto, and if they fail to agree then they shall call in the third party, and their decision shall be final and binding upon the parties hereto.

Witness the following signatures and seals:

P. D. Gwaltney, Jr., (SEAL)

F. Estelle Gwaltney, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, Parke P. Deans, a Commissioner in Chancery, for the Circuit Court of the County of Isle of Wight, in the State of Virginia, do hereby certify that P. D. Gwaltney, Jr., and F. Estelle Gwaltney, whose names are signed to the writing hereto annexed bearing date the 24th day of January, 1916, have acknowledged the same before me in my said County.

Given under my hand this 28th day of January, 1916.

Parke P. Deans,
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, February 7th, 1916, at nine o'clock A. M. this deed was received, and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

\$1.50 in U. S. Int. Revenue stamps affixed and cancelled.

A copy,

Teste, _____, Clerk.

7
Wright
v. Cy 243
Gwaltney

Exhibit C
filed with Bill

79-499

THIS DEED, Made this 2nd. day of March, in the year one thousand nine hundred and twelve, between Lucy Jones and Chas. M. Jones, her husband of the City of Suffolk, State of Virginia, of the first part, and P. D. Gwaltney, junior, of Smithfield, Virginia, of the second part.

WITNESSETH: That in consideration of the sum of One Hundred and Fifty Dollars the said parties of the first part do grant unto the said party of the second part, with GENERAL WARRANTY, all of their right, title and interest in and to that certain tract, piece or parcel of land, situate, lying and being in the County of Isle of Wight and State of Virginia, near Orbit, containing, by estimation, sixty nine acres, be the same more or less, being the same tract of land conveyed by Nathaniel Wright to Sarah C. Wright, for life, with remainder to the children of the said Nathaniel Wright and Sarah C. Wright, by his deed bearing date December 2nd. 1886, and of record in the Clerk's Office of the said County in D. B. No. 50, page 556, reference to which may be had for a more particular dextcription of the said tract of land, The said Lucy Jones, one of the grantors herein, is a child of the said Nathaniel C. Wright and Sarah C. Wright.

The intent and purpose of this deed is to convey to the said party of the second part all of the right, title and interest of the said Lucy Jones in and to the said tract of land as grantee and heir of the said Nathaniel Wright and also as heir of her deceased sisters whether the said interest be legal or equitable, vested or contingent.

The said grantors covenant that they have the right to convey the said interest in said land to the grantee; that they have done no act to encumber the said interest in said land; that the grantee shall have quiet possession of the said interest in said land, free from all encumbrances, and that they, the said

parties of the first part will execute such further assurance of the said interest in said land as may be requisite.

Witness the following signatures and seals:

Witness

Wm. M. Atkinson.

her
Lucy x Jones, (SEAL)
mark

Charles M. Jones, (SEAL)

State of Virginia,

County of Nansemond, to-wit:

I, W. G. Elam, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Lucy Jones and Chas. M. Jones, her husband whose names are signed to the foregoing writing, bearing date on the 2nd. day of March 1912, have acknowledged the same before me in my County aforesaid.

Given under my hand this 21st. day of March 1912.

W. G. Elam, Notary Public.

My commission expires June 4th. 1913.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight March 22nd. 1912 at one thirty o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

A copy,

Teste, A. S. Johnson, Clerk.

Wright
N.Y. Cy No 243
Gwaltney

Exhibit "B"
filed with Bill

This Deed, made this, the second day of December in the year eighteen hundred and eighty six, between Nathaniel Wright of the County of Isle of Wight in the State of Virginia party of the first part, and Sarah C. Wright, his wife, of the said County, party of the second part:

Witnesseth: That in consideration of the sum of Five Hundred dollars, in hand paid, the receipt of which is acknowledged, the said party of the first part doth grant, with general warranty, unto the said party of the second part for life, the following property towit: All that certain tract of land on which the grantor resides in Isle of Wight County, containing sixty nine and one fourth acres, be the same more or less, and bounded on the South Jere Edwards, Seabird Edwards both col'd. and Thos. Joyner, on the West by the lands of James Eley decd. on the North by the land of Eliza D. Myers, known as the "H. H. Fishland" and on the East by Jno. T. Pope, and is composed of two pieces, respectively of 47 and $22\frac{1}{4}$ acres; Also the following personal property one bay horse, one cart and gear, one buggy and harness, fifteen head of hogs; four beds &c.; one bureau; one side board; one washstand, safe, clock, one doz. chairs; all his farming implements; thirty five barrels of corn; 3000 pounds of fodder, lot shucks and pea vines and all fowls of every description - All of said property real and personal, together with the increase of the said stock is hereby conveyed subject to the life right therein and thereto of the grantor; who, it is understood, and it is hereby provided shall have and hold, and enjoy and control during his life time, and at his death the whole of said property is to be owned by his said wife during her life time and at her death to the children of the said Nathaniel Wright and his said wife. Interlined before deed was signed.

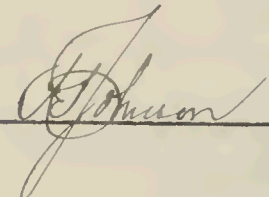
Witness the following signature and seal:

his
Nathaniel x Wright, (SEAL)
mark

In the Clerk's Office of the County Court of Isle of Wight County
the 2nd day of Decr. 1886. This deed was acknowledged by
Nathaniel Wright to be his act, and admitted to record.

Teste, N. P. Young, Clerk.

A copy,

Teste,  ? Clerk.

5

Wright

ny Cy 243

Swalmey

Exhibit 'a'

filed with Bill

To the Clerk of the District Court of the County of
Salem of West Virginia.

Charles Wright _____ Plaintiff

V. In Chancery

P. D. Swetney Jr. and Estelle Swetney, His wife, Defendants.

Summons in Chancery, to 7th September
Cited, 1916, for said Plaintiff against
said defendants to answer the said
Plaintiff a bill in Chancery.

Witness my hand
this 7th day of September 1916

1
Wright
v { Chanary 143
Goulding et al

Memo

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

9/11 1916

Seems

Teste, Johnson Clerk.

CHARLES WRIGHT,.....PLAINTIFF.

v. In chancery

P. D. GWALTNEY AND ESTELLE DARDEN
GWALTNEY,.....DEFENDANTS.

This cause came on this day to be heard on the bill of the plaintiff, on the answer of the defendants, duly filed by leave of Court, with general replication thereto, on the exhibits and examinations of witnesses, and was argued by counsel.

ON CONSIDERATION WHEREOF the Court doth adjudge, order and decree that the deed from Charles Wright to P. D. Gwaltney, Jr., dated the 21st day of March, 1912, and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book No. 79, Page 497, is good and valid and binding between the parties and that the plaintiff, Charles Wright, has had no interest whatever in the land described in the said deed since the execution of the said deed by him and is therefore not entitled to partition of the said property and the relief prayed for in the said bill which is ordered dismissed. And it is further ordered that the plaintiff pay to the defendants their costs by them about their defense in this behalf expended.

243

CHARLES WRIGHT,
v. In Chancery 243
P. D. GWALTNEY, ET AL.

DECREE.

1919
June 24
Entered his.
P.D.W.

C. O. B. 1.

Page 505.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

CHARLES WRIGHT _____ PLAINTIFF.

V. IN CHANCERY.

P.D.GWALTNEY JR., ET UX _____ DEFENDANTS.

The general object of the foregoing suit which is now pending in the above named court under the style above given is to have set aside and declared null and void a certain deed from Charles Wright to P.D.Gwaltney Jr. and to have the property thereby conveyed, to-wit: All that certain tract, piece or parcel of land lying, being and situate in the said County of Isle of Wight, Virginia, containing sixty-nine and one-half acres, more or less, and bounded by the tract of land known as "Fish's Pequeson" et als. and being the same land formerly owned by Nathaniel Wright, deceased, declared to be the property of the said Charles Wright, and to subject the estate of the said P.D.Gwaltney therein to the payment of the sum of one thousand dollars.

Witness the following signature and seal: This 11th., day of September 1916.

*Witness to mark,
Clarence Edwards,*

his
Charles Wright (SEAL).
mark

STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT, TO-WIT:

I, Clarence Edwards, a Justice of the peace of the County aforesaid, in the State of Virginia, do hereby certify that Charles Wright, whose name is signed to the above writing bearing date of September 11th., 1916, has acknowledged the same before me in my said County.

Given under my hand this 11th. day of September, 1916.

~~xxx~~ Clarence Edwards
JUSTICE OF THE PEACE.

Virginia: Clerk's Office of the Circuit Court of the County of Isle
of Wight September 11th. 1916, this lis pendens was received and en-
tered of record.

Teste, Charles Wright Clerk.

Recorded Septem 11-
1916 D. Boon 85
page 402

Charles Wright
V. Lis Pendens
R. D. Gussard Jr

THIS DEED, made this 21st. day of March, 1912, between Charles Wright, (unmarried) of the County of Isle of Wight and State of Virginia, of the first part; and Pembroke D. Gwaltney, junior, of the said County and State, of the second part:

WITNESSETH: THAT FOR AND IN CONSIDERATION OF THE SUM OF SEVENTY FIVE DOLLARS to him cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hath granted, bargained and sold, and by these presents doth give, grant, bargain, sell and convey, unto the said party of the second part, with General Warranty, all of his right, title and interest. legal or equitable, vested or contingent, in and to that certain tract, piece or parcel of land situate, lying and being in the County of Isle of Wight and State of Virginia, adjoining the lands of the "Fish Pocossin", now or late of Thomas R. Joyner, Charles Weaver et als, containing, by estimation sixty nine and one fourth acres, be the same more or less, this sale and conveyance is made in gross and not by the acre, however, and being the same tract of land on which Nathaniel Wright, father of the said party of the first part, resided at the time of his death.

It is the intent and purpose of this conveyance to convey to the said party of the second part all of the right, title and interest of the said party of the first part in the said tract of land, whether as grantee under a deed from the said Nathaniel Wright to Sarah C. Wright, conveying the said tract of land to her for life, with remainder to the children of the said Nathaniel and Sarah C. Wright, which is of record in the Clerk's Office of the said County in D.B. 50, page 556, reference to which may be had for a more particular description of the said tract of land and the interest therein conveyed; or whether as an heir of the said Nathaniel Wright; or whether as heir of any or all of his deceased sisters.

The said party of the first part covenants that he has the right to convey his said interest in the said land; that he has done no act to encumber the same; that the grantee shall have quiet and peaceable possession thereof, free from all encumbrances; and that he, the said party of the first part, will execute such other and further assurance to the said interest as may be requisite.

Witness the following signature and seal:

Charles X Wright (SEAL)
March

Witness,

Johnson

State of Virginia,

County of Isle of Wight, to-wit:

I, A. S. Johnson, ~~at~~ Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that Charles Wright, whose name is signed to the writing hereto annexed, bearing date on the 21st. day of March, 1912, has acknowledged the same before me in my said County.

Given under my hand this 21st. day of March, 1912.

Johnson
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight March 21st. 1912 at nine o'clock A.M. this deed was received and with the certificate annexed, admitted to record.

Teste, Johnson Clerk.

Bargain Sale
Charles Wright
to
J. G. Gwaltney, Jr.

Virginia: Clerk's Office of the Circuit Court of
the County of Isle of Wight

March 21st 1912
Recorded in D. B. No. 79... page 497
9 am

State Tax,	- - -	\$.....	50
Clerk,	- - -	\$.....	125
Comm. Revenue,	- - -	\$.....	
Total,	- - -	\$.....	175

Teste, ... *Johnson* Clerk

2487

1103

Correct Copy

REPORTER'S TRANSCRIPT

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VA.

CHARLES WRIGHT

v

P. D. GWALTNEY, JR. AND
ESTELLE DARDEN GWALTNEY.

BEFORE:

D. S. Phlegar, Notary Public.

Depositions.

Smithfield, Va., Nov. 20, 1918.

INDEX

WITNESS	DIRECT	CROSS	RE-DIRECT	RE-CROSS
Stephens, W. M.	2	6	22	--
Wilson, Wm. L. (col)	25	--	--	--
J. S. Barlow	28	30	--	--
Elam, W. G.	31	32	--	--
Johnson, A. S.	36	42	48	--
Gwaltney, P. D.	49	56	59	59

PHLEGAR & TILGHMAN
SHORTHAND REPORTERS
532-536 LAW BUILDING
NORFOLK, VIRGINIA

BURKE AND GREGORY, INC. PRINT, NORFOLK, VA.

MPD

1

1 IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.
2

3 ----- #
4 CHARLES WRIGHT #

5 v #

In Chancery.

6 P. D. GWALTNEY, JR. AND #
7 ESTELLE DARDEN GWALTNEY #
8 -----

9
10 The depositions of witnesses taken before D. S. Phlegar,
11 a Notary Public for the City of Norfolk, Virginia, acting
12 by consent of counsel in the County of Isle of Wight, pursu-
13 ant to agreement of counsel as to time and place, at the
14 office of Mr. George F. Whitley, Smithfield, Virginia,
15 November 20, 1918, to be read as evidence on behalf of the
16 defendant in the above entitled cause pending in the Circuit
17 Court of Isle of Wight County, Virginia.

18 -----ooo-----
19
20 PRESENT: Mr. E. H. Williams for the Plaintiff.
21 Mr. James H. Corbitt for the defendant.
22
23 -----ooo-----
24

25 Phlegar & Tilghman,
26 Shorthand Reporters,
Norfolk, Virginia.

1
2 W. M. STEPHENS, on behalf of the defendants, being duly
3 sworn, testified as follows:

4 Examined by Mr. Corbitt:

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

6 A. W. M. Stephens; 52; Isle of Wight County Court House;
7 farmer.

8 Q. Did you know Nathaniel Wright in his lifetime, the father
9 of Charlie Wright?

10 A. Yes, sir, mighty well.

11 Q. Where did you know him?

12 A. I lived in about four miles of him, and used to see him
13 very often.

14 Q. Did you know his wife?

15 A. Yes, sir, I was very well acquainted with her. I knew
16 her quite a number of years.

17 Q. Did you know his children?

18 A. Yes, sir.

19 Q. His wife was named Sarah C. Wright, wasn't she?

20 A. Yes, sir.

21 Q. Do you know when she died, and where she died?

22 A. She died at the almshouse, in my possession.

23 Q. You mean you were in charge of the almshouse at the
24 time she died?

25 A. Yes, sir. That was in 1916.
26

1 Q. Did you know her son Charlie Wright?

2 A. Yes, sir.

3 Q. How long have you known him?

4 A. I have been knowing him all his life.

5 Q. Have you seen much of him in recent years?

6 A. Yes, sir, I used to see him right often. He used to
7 come there where his mother was. I used to transact business
8 with him, and he used to work for me. He worked for me on the
9 farm.

10 Q. Is he working for you now?

11 A. No, sir, not right now. He got hurt the other day.

12 Q. Have you ever observed his mental capacity to make an
13 agreement?

14 A. Yes, sir, I have.

15 Q. What would you say about his ability to make an agreement?

16 A. It looked to me like he was always capable. When I sold
17 him anything, or when he worked for me, he always looked like
18 he knew what to charge. I have been knowing him all his life.
19 He is peculiar and backward, which is like his father - he
20 inherited it from his father. His mother was peculiar and
21 backward, but if you get down to him he can tell you what you
22 want if you want to know anything.

23 Q. Is he shy or diffident?

24 A. Yes, sir, you might say diffident.

25 Q. But his mental faculties were all right, in your judg-
26

1 ment?

2 A. Yes, sir, so far as I know. When I hired him, or sold
3 him anything, he always wanted full value. My boy sold him
4 a bicycle, and he wanted to Jew the boy down to the last cent.

5 Q. Have you had any talk with him about the suit that is
6 brought in his name against Mr. P. D. Gwaltney, and, if so,
7 state what you know about the facts?

8 A. Yes, sir. The boy came to me in September and said that
9 he was dissatisfied. I asked him what it was about.

10 Q. Do you mean September, 1918?

11 A. Yes, sir. He said about that suit of Mr. Gwaltney. I
12 said "What about the suit?" He said "I have found out I done
13 wrong in bringing the suit against Mr. Gwaltney." I said "Why
14 don't you go to see Mr. Gwaltney?" He said "You come down a
15 certain day (it was on a Wednesday, but I don't know the date),
16 and let's go in to see Mr. Gwaltney and talk to him about it.
17 I said all right. I came down on that day and went to see
18 him, and Mr. Gwaltney said "I can't talk to you about it, it
19 is in the lawyer's hands, and to go to see the lawyer." We
20 went out of doors and talked awhile and went off to see Mr.
21 Williams and talked to Mr. Williams.

22 Q. What is Mr. Williams?

23 A. The lawyer, E. H. Williams.

24 Q. The attorney in this case?

25 A. Yes, sir. The boy told him that he was dissatisfied and
26

1 wanted to dismiss the suit, and offered to pay him, and Mr.
2 Williams wouldn't tell him. The Saturday following we came
3 back and Mr. Williams told him he would dismiss the case
4 by paying \$250.00. I said that that would never do in the
5 kingdom, that we couldn't see anything in that.
6

7 Q. Why didn't Mr. Williams tell you on Wednesday, when you
8 first saw him, what he would have to pay him?

9 A. I think he said he wanted to see an outside party.

10 Q. Did he say what outside party he had to see?

11 A. He led me to believe that it was Mr. Clarence Edwards.

12 Q. You say he led you to believe it; did he mention Mr.
13 Clarence Edwards' name?

14 A. I think so, if I mistake not.

15 Q. Are you familiar with this tract of land of 69-1/4 acres,
16 which was owned by Nathaniel Wright, and which was conveyed by
17 him to his wife for her life, and then afterwards to his chil-
18 dren?

19 A. Yes, sir, I used to go by it very often, and saw it fre-
20 quently.

21 Q. That is the tract of land that caused this suit?

22 A. Yes, sir.

23 Q. This deed from Charlie Wright to Mr. Gwaltney, as shown
24 from the certified copy of the deed filed with the plaintiff's
25 bill, was executed on March 21, 1912; please state what, in
26

1 your judgment, would have been the fair value of that land
2 at that time?

3 A. It looks to me, the condition that the land lay, that
4 \$600.00 or \$700.00 at the outside would have been full value.

5 Q. That was in 1912?

6 A. In 1912. You may say for two or three years before and
7 after I should have thought it a fair value, but probably at
8 that time not over \$600.00 or \$700.00. I know I would not
9 want to give over that for it.

10 Q. How long have you know that piece of land?

11 A. All my life. I have been going by it. There was a
12 lady lived on the land I used to go there to get to come to
13 my house. She lived on the opposite side of the road.

14 Q. When Charlie Wright came to you about going to see Mr.
15 Gwaltney, he did not tell you anything about Mr. Gwaltney ever
16 trying to get him to compromise the suit?

17 A. No, Mr. Gwaltney's name was not mentioned.
18

19 CROSS EXAMINATION
20

21 By Mr. Williams:

22 Q. Mr. Stephens, is this tract of land susceptible of an
23 advantageous division in kind? I mean by that, would it be
24 to the best interests of the parties to divide it between them,
25 or to put it up and sell it for division?

26 A. I think it would be best to put it up and sell it for

1
2 division.

3 MR. CORBITT: I object to the question on the
4 ground that it is not a question of partition-
5 ing the land.

6 MR. WILLIAMS: The reason I do that, I notice
7 I have left it out of my other depositions,
8 and I do this in the event that it is declared
9 we have any interest in it so the court can
10 know whether it is best to divide it in kind
11 or sell it for a division, and responsive to
12 the allegation in the bill.

13 MR. CORBITT: I object to the question upon
14 the further ground that it is not responsive
15 to cross examination, and the plaintiff makes
16 the witness his witness when he asks the ques-
17 tion, and for the further reason that it is
18 not shown how you are going to divide it, if
19 you divide it in kind.

20 By Mr. Williams:

21 Q. Does the place lie in such shape that it could be ad-
22 vantageously divided into two parts?

23 A. I don't know really how to answer that question fairly,
24 Mr. Williams. There is a piece that has been sold off each
25 side, and it lays there in the middle. I suppose it could
26

1 be divided, but it lays something like a flat iron, in my
2 view of it.

3 Q. How many acres of cleared land are in this farm, Mr.
4 Stephens?

5 A. I reckon 25 or 30, or something like that.

6 Q. And how many of it in woodland?

7 A. Probably 25 or 30 of it.

8 Q. What is your idea of the number of acres in the whole
9 tract?

10 A. Between 60 and 70 I should imagine.

11 Q. Now, Mr. Stephens, you detailed a conversation that you
12 had with me in reference to a compromise of this case; do you
13 remember when you came to me that the first thing I did was
14 to call up Mr. Corbitt? Were you in there when I called him
15 up over the phone?

16 A. I don't remember whether I was, or not. I don't remember.

17 Q. Do you remember whether or not I told you at the time
18 that before I could talk to you I would have to call up Mr.
19 Corbitt?

20 A. No. I think I was there when you called him up and told
21 him something, but I don't remember just what it was you told
22 him.

23 Q. Do you remember also that I told you that Wright would
24 have to have an equal amount with me before I dismissed the
25 case?

26 A. You and your partner.

- 1 Q. That is Mr. Edwards and myself?
- 2 A. Yes, sir.
- 3 Q. In other words, that we possibly would consent to a com-
- 4 promise of it provided Wright got \$250.00 and we got \$250.00?
- 5 A. Yes, sir, that is about what you estimated on.
- 6 Q. It was also stated at the time that we were trying to see
- 7 whether or not a compromise could be effected, and that nothing
- 8 said was to be used one way or the another, wasn't it?
- 9 A. No. You told me I would have to come in again Saturday,
- 10 that you would have to study over it, and the impression was
- 11 that you would want some time on it.
- 12 Q. Do you know what interest Mr. Clarence Edwards had in this
- 13 suit, don't you?
- 14 A. Yes, my understanding was that you and he were to have
- 15 half. That is what you told me.
- 16 Q. And that he was to have one-fourth?
- 17 A. Yes, sir. Mr. Williams was to have one fourth and Clarence
- 18 Edwards one-fourth, and the other was to go to the boy Charlie
- 19 Wright.
- 20 Q. How many times altogether have you been to see me in ref-
- 21 erence to this case?
- 22 A. Only once. I went there to the house. I went twice by
- 23 having to go back Saturday.
- 24 Q. How many times have you been to see Mr. Gwaltney in refer-
- 25 ence to this case?
- 26

- 1 A. I went to see him once.
- 2 Q. Did you bring from him to me an offer to pay me a fee?
- 3 A. No. Mr. Gwaltney had not induced me to make any offer,
- 4 and had nothing to do with it.
- 5 Q. I believe you said that you were willing to pay the fees
- 6 and stop the suit; is that right?
- 7 A. Yes. I was looking out for the boy.
- 8 Q. You were the boy's special friend?
- 9 A. Yes, sir.
- 10 Q. And you wanted the suit stopped, and you were willing to
- 11 pay the fees provided I would stop the suit?
- 12 A. Yes, sir, if a liberal charge was made.
- 13 Q. A reasonable fee?
- 14 A. Yes, sir.
- 15 Q. Did you expect to pay me off out of your pocket, or was
- 16 Mr. Gwaltney to reimburse you?
- 17 A. Nothing was said about Mr. Gwaltney reimbursing me. I was
- 18 to pay it out of my pocket.
- 19 Q. Where did you expect to get your money from?
- 20 A. I had not stopped to think where I was going to get it
- 21 back.
- 22 Q. Are you any kind to this boy?
- 23 A. No, sir.
- 24 Q. Has he lived with you at any time in the past few years?
- 25 A. Yes, sir.
- 26

- 1 Q. How long ago?
- 2 A. He has been there staying with me here recently.
- 3 Q. How recently - since the suit commenced?
- 4 A. Since the suit commenced.
- 5 Q. But not before the suit commenced for quite awhile; is
- 6 that correct?
- 7 A. It has been three or four years ago.
- 8 Q. Now, how long have you been dealing at Mr. Gwaltney's?
- 9 A. All my life, ever since I have been dealing with anybody.
- 10 Q. And you never had any conversation with Mr. Gwaltney
- 11 with reference to this case at all?
- 12 A. No, only once.
- 13 Q. When was that?
- 14 A. The time me and this boy went to him.
- 15 Q. You carried the boy to him?
- 16 A. The boy asked me to go to see Mr. Gwaltney with him.
- 17 Q. Were you present when Mr. Gwaltney offered him \$500.00
- 18 to settle the suit?
- 19 A. No, sir, nothing was said about \$500.00.
- 20 Q. Mr. Gwaltney then, as I understand it, told you and your
- 21 friend Charlie that he would deal with Charlie after the law-
- 22 yers were out of the case?
- 23 A. No, he did not.
- 24 Q. Well, what did he tell you?
- 25 A. He said that he could not have anything to do with it,
- 26

1 that it was in the lawyer's hands. He didn't say but a very
2 few words to me. He said "I can't do anything with it, you
3 have to go to see the lawyer."
4

5 Q. Now, I am going to ask you another question. All this
6 happened after Charles Wright had been put in the army, and
7 discharged on account of his mental deficiencies?

8 MR. CORBITT: I object to the question as there
9 is no testimony to the effect that he had been
10 put in the army and discharged because of mental
11 deficiency. There is no way that this witness
12 can know this fact.

13 A. I don't know anything about that.

14 By Mr. Williams:

15 Q. You knew that he had been sent to the camp, didn't you?

16 A. Yes, sir, I heard it.

17 Q. When was he sent?

18 A. I couldn't tell you, but some time in September, I reckon,
19 or August.

20 Q. How long was he at the camp?

21 A. I think I heard him say that he stayed there a week.

22 Q. Didn't he show you a paper that he had from the surgeon
23 at the camp discharging him?

24 A. No, sir.

25 Q. Has Charles Wright good eyes and ears, so far as you
26 know?

1 A. Yes, sir, just as good as you have got. That is my
2 judgment.
3 Q. Has he both arms, and are they all right?
4 A. Yes, sir.
5 Q. His legs and feet are all right?
6 A. Yes, sir.
7 Q. His body is all right, so far as you know?
8 A. Yes, sir, so far as I know.
9 Q. Then, don't you know, as a matter of fact, that he was
10 discharged from the army in a week after he was sent to
11 camp because of mental deficiency?
12 A. No, sir, I do not.
13 Q. Now, the first time that you talked with Charles Wright
14 with reference to settling this case was after he had been to
15 the camp and came back; is that correct?
16 A. I think it was.
17 Q. Now, you were acting as Charles Wright's friend in taking
18 him to Mr. Gwaltney; is that right?
19 A. Yes, sir.
20 Q. Now, Mr. Stephens, how long, to your knowledge, has this
21 suit been pending?
22 A. About two years, I reckon. It has been over two years.
23 Q. Now, will you tell the court why you, as the friend of
24 this peculiar boy, I think you said, waited until after he
25 had been discharged from the army on account of mental defi-
26

1 ciency to take him to Mr. Gwaltney in order to effect a settle-
2 ment of this case?

3 MR. CORBITT: I object to the question on the
4 ground that there is no evidence that the boy
5 was discharged from the army on account of mental
6 deficiency. There is no evidence that this wit-
7 ness knew that he had been discharged for that
8 reason.
9

10 A. The reason why I did, I taken care of this woman at the
11 almshouse. For three or four years I was in charge of her,
12 and she used to often ask me about the boys, to look after
13 them and to take care of them; she would go crazy near about
14 them sometimes. They would go away sometimes, and she would
15 ask me would I write to them and find out about them, and
16 then when she died she asked me would I take care of them
17 and look after them. Down here one day he said to me "I am
18 bothered," and about a week after he came to my house and told
19 me his trouble, and I told him I would do what I could.

20 Q. So, at the request of a dying mother, you took this
21 boy - -

22 A. Not this boy, but both of them.

23 Q. I am talking about Charles Wright and not the other. You
24 took this boy Charles Wright and tried to get him to dismiss
25 a suit for land valued at your own estimation at some \$600.00
26 or \$700.00, and for which he received the magnificent remunera-

1 tion of \$75.00; is that your idea of the way to carry out the
2 request of a dying mother?

3 A. Yes, sir. He told me he was not going to get anything
4 out of it; that it had been on hand so long, and you all
5 had messed him up so long that he was tired of it, and wanted
6 to get it off his mind.

7 Q. Then, Mr. Stephens, why didn't you carry that boy there
8 to me, who had then been representing him, or to some other
9 lawyer? What was your idea in carrying him to the man who
10 had gotten his inheritance for \$75.00?

11 A. To see what I could do. I was in perfect ignorance, and
12 I went to see what he would do.

13 Q. To see what who would do?

14 A. Mr. Gwaltney.

15 Q. Then you wanted to go there and compromise the case with-
16 out the aid of the lawyers; is that right?

17 A. No. I wanted to go to see what Mr. Gwaltney said.

18 Q. Do you mean what Mr. Gwaltney would offer you for his
19 interest?

20 A. No; to get on the track of it to know where to go to.

21 Q. You knew who represented Charles Wright?

22 A. Yes, sir, but I didn't know the right end to go to.

23 Q. So you, acting as the guardian angel of this weak minded
24 boy, thought that the only place you could get any informa-
25 tion concerning the status of this suit would be by consult-
26

1 ing the defendant, Mr. Gwaltney; is that correct?

2 A. I wanted to get hold of the right end of it, where it
3 started or commenced at. I just went merely as he asked me
4 to do.

5 Q. Did you get the right end from Mr. Gwaltney?

6 A. No, sir.

7 Q. What did you get from Mr. Gwaltney?

8 A. He said that he couldn't do anything, that it was out
9 of his power, and that he couldn't do anything, and I would
10 have to go to a lawyer.

11 Q. Did you ask anything about the purchase price of the
12 land?

13 A. No, I didn't ask but a very few words about it, because
14 he would not talk about it.

15 Q. Then you say on your oath that the only time you said
16 anything to Mr. Gwaltney was one time when you were there,
17 at the request of Charles Wright?

18 A. Yes, sir. He refused me, and there wasn't use to go any
19 more.

20 Q. Now, I will ask you another question; Didn't Mr. Gwalt-
21 ney offer Charles Wright \$500.00, or tell him that he would
22 give him \$500.00, provided the lawyers could be gotten out
23 of the case?

24 A. No, sir, I never heard it in my life. No, sir, that
25 I didn't.
26

1

Q. Now, how much do you owe Mr. Gwaltney?

2

A. How much do I owe him?

3

4

By Mr. Corbitt: I object to the question as not relevant to the issues in this suit.

5

6

A. I don't know that it has anything to do with it. I don't belong to him, and I reckon he can tell you that himself.

8

9

By Mr. Williams:

10

Q. Are you and Mr. Clarence Edwards on good terms?

11

A. Yes, sir, we are church members.

12

Q. Haven't you had some falling out with him in the last two or three years?

13

14

A. Yes, sir, I have.

15

Q. Haven't you stated that you didn't want to see Clarence get anything out of this suit?

16

17

A. I didn't want to see him meddling with that which didn't concern him because he has bothered me in several instances.

18

19

I will tell you what else I have got against him: He come to my house and stole some property from me and acted the grand rascal. I ought to have put him in jail. He stole some posts from me, and I started to get a warrant if he didn't replace them, and that is what made me against him.

23

24

Q. And you have stated also that you didn't want to see him get anything out of it?

25

26

1 A. I did tell you so.

2 Q. Now, Mr. Stephens, if a man owns a half interest in proper-
3 ty worth \$700.00, and sells his interest for \$75.00, do you
4 figure that that shows that a man is a pretty shrewd dealer?

5 A. It depends on how he takes that. There are some circum-
6 stances about that.

7 Q. On what circumstances would you say it depends?

8 A. He didn't look at the property but very little then. I
9 don't think he estimated it at but very little value, from his
10 conversation.

11 MR. CORBITT: The question and answer are ob-
12 jected to on the ground that the evidence shows
13 at that time the boy didn't own a half interest
14 in the property; that his mother was living,
15 and she held a life right, and he was not sell-
16 ing a half interest.

17 By Mr. Williams:

18 Q. How long was this boy's mother in 1912?

19 A. I will just give you my best remembrance of it, I suppose
20 she was 48 or 50 years old, or something like that. That is
21 the best I can remember.

22 Q. Was she in the poor house at that time?

23 A. Yes, sir.

24 Q. Was she in feeble health?

25 A. Yes, sir.
26

1 Q. Now, then, what do you think of the mental capacity of
2 a man who has a mother 50 years of age, and is in feeble
3 health, and has a life interest in lands worth \$600.00 or
4 \$700.00, and sells his interest in the land for the sum of
5 \$75.00?

6 A. Because he didn't think much of it.

7 Q. In other words, he didn't recognize the true value of the
8 land; is that right?

9 A. No, that is not right.

10 Q. Well, what is right?

11 A. He didn't think it was worth it to him. All he wanted was
12 to sell it.

13 Q. In other words, a little money was worth more to him than
14 a whole lot of land?

15 A. There was not a whole lot of land there. He didn't look
16 on it as worth much, and wanted to sell it.

17 Q. Your idea is that he didn't look upon it as being worth
18 over \$75.00; is that right?

19 A. Yes, sir, that is right.

20 Q. Then he did not have a true idea of the value of the
21 land?

22 A. He was not caring, because he didn't look upon it as worth
23 anything.

24 Q. If he looked upon land as worthless, then your opinion is
25 that he had no idea at all of the true value of the land?
26

1 A. All I can tell you is that he just wanted to sell his
2 interest. He knew the value of it probably, but didn't look
3 upon the land as worthless, as I first stated to you. That
4 is my idea about it all along and is right now so.

5 Q. Can this boy read and write?

6 A. I couldn't tell you that. I don't think he can.

7 Q. Did he ever go to school any to your knowledge?

8 A. No, I don't think he has.

9 Q. Do you consider a boy who would sell land worth \$700.00
10 for \$75.00, under the circumstances you have detailed, a bright
11 boy?

12 A. I don't see why an uneducated boy should not. Uneducated
13 people make as good men as those who are educated.

14 Q. That don't answer my question. Do you think a boy who
15 would do that would be a boy possessing his normal faculties,
16 in ordinary common sense?

17 A. The way I looked at it, he would be. He just looked at
18 the land as worthless.

19 Q. Now, Mr. Peter Gwaltney, Jr., is a man of considerable
20 wealth, isn't he?

21 A. I reckon you know what he is worth as much as I do.

22 Q. I know, but I am not testifying, Mr. Stephens?

23 A. That is what they tell me.

24
25 MR. CORBITT: I object to the question and
26 answer as Mr. Gwaltney's wealth has nothing to

1 do with this case, and it is not shown that the
2 witness is competent to testify what Mr. Gwalt-
3 ney is worth.

4 Witness: I am not.

5 By Mr. Williams:

6 Q. Are you prepared to say Mr. Gwaltney is worth anything?

7 A. I couldn't swear neither way.

8 Q. Do you know whether or not he owns a number of farms in
9 Isle of Wight County?

10 A. I think so. I am under that impression.

11 MR. CORBITT: The question and answer are object-
12 ed to as irrelevant and immaterial to the issues
13 involved.

14 By Mr. Williams:

15 Q. Do you know whether or not he has been buying and selling
16 land for sometime in the county?

17 A. I have heard of it.

18 Q. Is he generally considered a shrewd and experienced busi-
19 ness man?

20 A. I take him to be a good, fair, square business man. That
21 is my idea.

22 Q. Has he a deed of trust on your farm?

23 A. No, sir, he has not.

24 Q. Have you any idea what amount you owe him?

25 MR. CORBITT: I object to the question on the
26

1 ground that is irrelevant and immaterial to any
2 issue involved in this suit, and as a matter
3 between Mr. Gwaltney and Mr. Stephens.

4 A. I think I owe him a store account. I think it is very
5 small, I think maybe \$30.00 or \$40.00.

6 By Mr. Williams:

7 Q. When did Nathaniel Wright die?

8 A. She died in 1916, I think. It was in November, but I
9 don't remember the date.

10 Q. I am talking about the old man - Nathaniel Wright?

11 A. I don't know, but he died quite a number of years ago.

12 Q. And the mother, Sarah C. Wright, died in 1916?

13 A. I think that is correct.

14
15 RE DIRECT EXAMINATION

16 By Mr. Corbitt:

17 Q. Mr. Stephens, you said that you think Sarah C. Wright,
18 the mother of Charlie Wright, died in 1916; she was in the
19 poor house, it seems, in 1912, when he sold his interest?

20 A. Yes, sir.

21 Q. Do you know how long she had been in the poor house be-
22 fore 1912?

23 A. Several years before then - probably four or five years
24 before then.

25 Q. So she was in the poor house eight or ten years in all?

1 A. Yes, she was.

2 Q. You have testified in 1912, when he sold his interest,
3 that she was then about 48 or 50 years of age?

4 A. Yes, the best I can remember.

5 Q. She having a life estate in the property, this boy did
6 not have a half interest to sell?

7 A. No. There were three interests.

8 Q. She had the life estate?

9 A. Yes, sir.

10 Q. And the boy and the sister the balance after her death?

11 A. Yes, sir.

12 Q. My understanding was that you said you did not go to
13 the boy to take him to Mr. Gwaltney, but that the boy came
14 to you and asked you to go to see Mr. Gwaltney; is that cor-
15 rect?

16 A. Yes, sir, that is correct.

17 Q. And you went to see Mr. Gwaltney because the boy asked
18 you to go with him?

19 A. Yes, sir.

20 Q. And Mr. Gwaltney declined to discuss it, and said it was
21 in the hands of the lawyers?

22 A. Yes, sir, and said very little about it.

23 Q. And then it was you went with the boy to see Mr. Wil-
24 liams?

25 A. Yes, sir.

26

1 Q. And the boy requested Mr. Williams to dismiss the suit;
2 is that correct?
3 A. Yes, sir.
4 Q. And Mr. Williams, the attorney in the case, declined to
5 dismiss it until he was paid a fee of \$250.00; is that cor-
6 rect?
7 A. Yes, sir. He didn't tell me right then, but told me in
8 two or three days after what he would do.
9 Q. He told you on Saturday?
10 A. Yes, sir, on Saturday following.
11 Q. You said something about Clarence Edwards stealing some-
12 thing from you; what was it?
13 A. Some posts.
14 Q. You said you threatened to get out a warrant if he did
15 not replace them?
16 A. I told him if he didn't pay me or replace them I would
17 get out a warrant.
18 Q. Did he pay you or replace them?
19 A. He paid me for them. He took advantage of it and paid
20 me for them. They were posts I had special use for, and he
21 knew i t.

(Signature waived)

-----oOo-----

1
2 WILLIAM L. WILSON, (colored), being duly sworn on behalf
3 of the defendants, testified as follows:

4 Examined by Mr. Corbitt:

5 Q. What is your name, age, residence and occupation?

6 A. William L. Wilson; 64; I live up in the neighborhood
7 of Five Forks, Isle of Wight County; farmer.

8 Q. Are you familiar with the tract of land of 69 acres
9 that was formerly owned by Nathaniel Wright, and which was
10 afterwards purchased by Mr. P. D. Gwaltney, Jr?

11 A. Yes, sir.

12 Q. Did you rent this land from Mr. Gwaltney?

13 A. Yes, sir.

14 Q. How much in rent did you pay him for the entire tract?

15 A. The first one or two years I paid him \$40.00 and after
16 that he had some improvements put on there, and so he charged
17 me \$65.00. He had some writing drawn up, and I worked it
18 a few years like that, and I found there was nothing in it
19 to me, and I couldn't get out, and I went to him and told him
20 I didn't want it any longer and gave it up. So I have not
21 had anything to do with it since.

22 Q. After you left it, then who rented it?

23 A. I think it laid out there, and I don't think any one
24 attended it. I think it laid out there a couple of years.

25 Q Did you know Mr. Nathaniel Wright, the father of Charlie
26

1

Wright?

2

A. Yes, sir.

3

Q. Did you know this boy Charlie Wright?

4

A. Yes, sir.

5

6

Q. What period during his life did you know him - about what age was he?

7

8

A. I knew him from the time he was a little boy running about until he was maybe 12 or 14 years old, I don't know exactly.

9

10

Q. Did you know him well?

11

A. Yes, sir. I was living there close by him.

12

Q. How did the boy impress you as to his mental faculties?

13

14

A. Well, I don't know, sir. He looked like he was all right. He was a little kind of dull, you know, like you have seen some children, and grew up so. About how his knowledge went and sense, I reckon it was all right. I never saw anything deficient.

17

18

Q. You never saw anything to the contrary?

19

20

A. No, sir. He was always kind of still, and didn't have much to say.

21

Q. He was a quiet boy, and didn't talk very much?

22

A. He was a quiet boy and didn't talk very much.

23

Q. But he impressed you as having plenty of sense, did he?

24

25

A. Yes, sir. If he was sent from his house to mine on any errand, I didn't see any difference in him from any other

26

child. He could always tell what he wanted, and what he come

1 after, and what he didn't.
2 Q. Did somebody erect a sawmill somewhere near this proper-
3 ty?
4 A. Yes, sir, Mr. Elliott, I think, had a mill located at
5 first over on Angus Weaver's land.
6 Q. Did Mr. Elliott, to your knowledge, try to buy the tim-
7 ber on this land from Mr. Gwaltney?
8 A. I understood that he did buy the lumber.
9 Q. Did you go around the lines with anybody to show them
10 the land and to show them the timber?
11 A. A couple of men come up there and I went down the path
12 and showed them where the line crossed, and went through a
13 good portion of the timber.
14 Q. After you went through the timber, how did it impress
15 you, with the mill there, - that it was worth more than you
16 thought it was before, or worth less?
17 A. I don't know, sir. I never had much thought about it,
18 and was not thinking much about it. I don't know, sir.
19 I don't know whether there was any more there than I thought
20 for, or not as much. At this time I can't remember. I re-
21 member going through and showing a couple of men.
22 Q. Did you ever place a value on it after you had been
23 through it and had shown it to these men?
24 A. Yes, sir, I did have it in my mind. After Mr. Elliott
25 put his mill up there and bought Weaver's lumber, I did think
26

1 if I could buy this place adjoining me under any reasonable
2 terms maybe I could get some support off it and help pay for
3 it.

4 Q. How much did you feel it was worth at a fair price -
5 land, timber, and all?

6 A. I don't know, sir. It was right there at me, and I did
7 think by having some showing on it, maybe I could pay \$1500.00
8 or \$1600.00 for it, or something like that.

9 Q. That was just before the timber was sold?

10 A. Yes, sir.

11
12 (No Cross Examination)

13 -----oOo-----
14

15 J. S. BARLOW, on behalf of the defendants, being duly
16 sworn, testified as follows:

17 Examined by Mr. Corbitt:

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

19 A. J. S. Barlow; 44; Isle of Wight County; farmer.

20 Q. Mr. Barlow, since Mr. Gwaltney has owned this tract of
21 land that this suit is about, known as the Nathaniel Wright
22 farm, were you requested by him to go over and look at the
23 timber on the property?

24 A. I was requested to go there and look the line over, and
25 timber and farm.

26 Q. Who showed you the lines around the property?

1 A. William L. Wilson.

2 Q The man who has just testified?

3 A. Yes, sir.

4 Q. Did you look at the timber pretty closely?

5 A. Yes, sir. I didn't know a great deal about the timber,
6 but I walked through the woods and around the lines.

7 Q. Did you report back to Mr. Gwaltney what you saw?

8 A. Yes, sir.

9 Q. What was Mr. Gwaltney's attitude when you reported to
10 him as to what you saw of the timber and the value of it?

11 A. He was glad there was some timber there of some value.

12 Q. Did he express surprise?

13 A. No, sir, not but mighty little.

14 Q. Did he show, or did he not, that he didn't know much
15 about it?

16 A. He signified that he didn't know much about the place.

17 Q. He signified that he didn't know much about the place?

18 A. Yes, sir. He sent me there to look it over.

19 Q. I understand when he got you to go there he got you to
20 go there to look the place over, and to tell him what you thought
21 of it?

22 A. Yes, sir, and to tell him what I thought was there.

23

24

25

26

CROSS EXAMINATION

By Mr. Williams:

Q. That was after he bought it?

A. Yes, I suppose so.

Q. When was it you went?

A. Some three or four years ago, or maybe five years. I didn't pay any attention to it; I was working for Mr. Gwaltney at the time.

Q. How long have you worked for Mr. Gwaltney?

A. Twelve years and eight months.

Q. Do you know whether or not the timber had been cut off?

A. No, sir. That was the first trip and the last one to the Wright farm.

Q. You went there to tell Mr. Gwaltney what he had bought, and he had never seen the place; is that right?

A. I don't know whether he had seen the place, or not.

Q. I was quoting from Mr. Corbitt that that was the idea he was trying to bring out from you.

By Mr. Corbitt: That was not the idea.

By Mr. Williams:

Q. You don't know whether Mr. Gwaltney had ever seen the place, or not, when you went out there?

A. No, sir.

-----oOo-----

1 NOTE: The exhibits filed with the bill are introduced
2 in evidence by the plaintiff.
3

4 -----oOo-----
5

6 W. G. ELAM, on behalf of the defendant, being duly sworn,
7 testified as follows:

8 Examined by Mr. Corbitt:

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

10 A. W. G. Elam; 51; Suffolk, Virginia; insurance.

11 Q. Mr. Elam, I hand you a certified copy of a deed which was
12 filed with the bill in this case as exhibit B, as being a deed
13 dated March 2, 1912, from Lucy Jones and Charles M. Jones,
14 her husband, to P. D. Gwaltney, Jr., which deed shows that
15 the parties who executed it acknowledged it before you on
16 March 21, 1912; please state what you know about the execu-
17 tion of that deed, and the circumstances under which it was
18 taken?

19 A. Mr. Gwaltney phoned me that there were some parties
20 over there, and he wanted to buy their interest in some land,
21 and that he had had Sidney Johnson send me a deed to get them
22 to sign it; that he didn't want to pay to exceed \$50.00 or
23 \$75.00 for it. I went to see the parties, and they didn't
24 want to sell for as much as that, that they thought it was
25 worth more than that, that a lot of them had been sick and
26

1 needed the money, and they didn't want to sell for that.
2 I kept it there for awhile, and I think I saw them probably
3 twice. Finally I went over there one day and they agreed
4 to take \$150.00 for it, so I thought it would be all right to
5 buy it, and I bought it and drew a draft on Mr. Gwaltney for
6 it. I afterwards phoned him and told him what I had done,
7 and he said I had paid a good deal more than he had authorized
8 me to pay for it, but he would honor the draft. I figured
9 it might be worth the price. I had never seen it, but if he
10 wanted it that was the best that he could do. The people said
11 that they had been in right hard circumstances, and I thought
12 the extra \$75.00 would be worth more than that, and that he
13 would never mind it.
14

15 Q. You phoned him the day you took the deed, March 21, 1912?

16 A. Yes, sir.

17 CROSS EXAMINATION
18

19 By Mr. Williams:

20 Q. What do you figure Mr. P. D. Gwaltney is worth?

21 MR. CORBITT: The question is objected to on
22 the ground that it is irrelevant and immaterial
23 to the issues involved.

24 A. I have no idea.

25 By Mr. Williams:

26 Q. You would not hesitate to say that he is worth consider-

1 ably over \$100,000, any how, would you?

2 MR. CORBITT: Objected to as it is not shown
3 that the witness knows anything about Mr. Gwalt-
4 ney's real worth.

5 A. I would say that he is worth \$100,000.

6 By Mr. Williams:

7 Q. How many farm houses have you got insured for him?

8 MR. CORBITT: I object to the question as it
9 is irrelevant and immaterial to any issue in-
10 volved in this suit, and it is going into Mr.
11 Gwaltney's private matters in a way that they
12 should not be gone into by the plaintiff. The
13 witness should not be called upon to disclose
14 any such information.
15

16 A. We do not disclose the amount of insurance we have for
17 any of our customers.

18 By Mr. Williams:

19 Q. Then you refuse point blank to disclose or to answer as
20 to how many farm houses of Mr. Gwaltney you have insured in
21 your company?

22 A. I do.

23 Q. Will you say that you have as many as 25?

24 A. I will not talk Woodard & Elam's business.

25 Q. I will just continue further examination of this witness
26 until I can get a ruling from the court.

1 A. It will take a ruling from the court to tell the amount
2 of insurance I have for any customer in our office.

3 MR. CORBITT: Counsel for Mr. Gwaltney states
4 that Mr. Gwaltney has no objection to the wit-
5 ness stating how many farmhouses he has insur-
6 ed for him, and with that consent the witness
7 can answer the question.

8 Witness: I can't tell offhand.

9 By Mr. Williams:

10 Q. Have you any idea as to how many?

11 MR. CORBITT: I object to the witness giving
12 an indefinite estimate. If he can tell he can
13 state it.

14 A. You say farm houses; we carry all his insurance in
15 Smithfield. Do you mean by that in his name? We carry several
16 with the loss payable to him. Do you mean in his name in the
17 country?

18 By Mr. Williams:

19 Q. Yes.

20 A. I can think of about five that I am positive we have
21 of his in the country.

22 Q. You say you assumed the authority to pay to Lucy Jones
23 the sum of \$150.00 for her interest?

24 A. Yes, sir.
25
26

- 1
2 Q. And that you did that when your instructions were to
3 pay only - -
4 A. (Interposing) Not "only." He didn't want to pay but
5 \$50.00 or \$75.00.
6 Q. When you got the deed, what was the consideration named
7 in it?
8 A. \$150.00. You mean when I got the deed from whom?
9 Q. From Mr. Sidney Johnson?
10 A. There was not any consideration named.
11 Q. You were sent a blank deed, with a blank price, and left
12 to fix the price with the parties; is that right?
13 A. Yes, sir.
14 Q. You had been doing Mr. Gwaltney's insurance business
15 for a number of years?
16 A. Yes, sir.
17 Q. In view of the fact that he afterwards sold the timber
18 on this land for \$1,150.00, you certainly did not stick your
19 principal any in this deal, did you?
20 A. I didn't know that he had sold a penny's worth of it.
21 Q. You did not go to see Charles Wright?
22 A. No.
23 Q. You don't know Charles Wright, do you?
24 A. No, I don't know Charles Wright at all.
25 Q. And you have never seen the place?
26 A. No.

1 Q. All you did was to take the acknowledgment and pay
2 \$150.00?

3 A. That is all.

4 Q. Do you consider Mr. Gwaltney a shrewd business man?

5 A. I consider him a good business man.

6 Q Have you any idea of the number of years he has been en-
7 gaged in business?

8 A. No. I know that he has been in business for twenty years.
9 We have been insuring him since 1900.

10 Q. What position does he occupy, if any, in the Bank of
11 Smithfield?

12 A. I don't know.

13

14

-----ooq-----

15

16 A. S. JOHNSON, on behalf of the defendants, being duly
17 sworn, testified as follows:

18 Examined by Mr. Corbitt:

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

20 A. A. S. Johnson; 45; Isle of Wight Court House; County
21 Clerk.

22 Q. Mr. Johnson, do you know Charles Wright, the plaintiff
23 in this suit, and P. D. Gwaltney, Jr., the defendant?

24 A. Yes, sir.

25 Q. I now hand you, and offer in evidence, an original deed
26

1 from Charles Wright to Pembroke D. Gwaltney, Jr., dated
2 March 21, 1912, which shows to have been acknowledged before
3 you as Commissioner in Chancery March 21, 1912, admitted to
4 record in the Clerk's Office on the same date, and recorded
5 therein in Deed Book 79, page 497; please state what you
6 know as to the circumstances under which that deed was taken?

7 A. Sometime I don't know how long prior to this (maybe a
8 week or ten days or a couple of weeks) Mr. Gwaltney called
9 me and stated (it is hearsay, it is true, but it may be
10 explanatory) that Charles Wright had sent him word that he
11 wanted to sell his interest in the place, and that he wanted
12 to buy provided he could get the interests of the other par-
13 ties, as well as I understood it. He then requested me to
14 draw a deed in blank showing the description, and send it to
15 Mr. Elam, who would have it executed as to some party or
16 parties in Suffolk. I drew the deed in blank, and not naming
17 the grantors, not knowing who they would be, merely putting
18 the description and the covenants in the deed, and mailed it
19 to Mr. Elam. Sometime later, which I presume from the date
20 of this deed was the 21st of March, 1912, Mr. Gwaltney called
21 and said that he had gotten the deed from the Suffolk parties,
22 and that he would like for me to go there and get a deed from
23 Charlie Wright for his interest in the estate, stating at the
24 time that he would not pay over \$50.00 or \$75.00 for it.
25 I went to see Wright and stated to him Mr. Gwaltney's proposi-
26

1 tion, and he said that he wanted \$75.00 for it, and I believe
2 then I went back to the office and prepared the deed, and
3 he came there and executed it, and I gave him my check for
4 it. I remember at the time persuading him to put his money
5 in the Bank of Smithfield and keep it until sometime when
6 he might need it worse than he did then, which he consented
7 to do. Another thing I recall in connection with it, Charles
8 Wright's mother was then an occupant of the poor house.
9 Sometime along in 1901, 1902 or 1903 Mrs. Wright was sent
10 to the poor house (being in the Clerk's Office I knew of
11 the occurrence), and there were two small boys, her children,
12 over whom the Board of Supervisors assumed some sort of con-
13 trol, and they put them out to live with some one (I just
14 now do not recall who), paying to those parties something
15 per month for their up-keep. I had heard some talk that
16 probably these children, or one of them at least, were not
17 legitimate children, and I went up to the poor house and saw
18 Mrs. Wright and asked her who were the children of Nathaniel
19 Wright, and she told me, and, as a matter of precaution to
20 protect Mr. Gwaltney and without any suggestion from him at
21 all, I took her affidavit stating who the children were. I
22 overlooked the fact that I had taken this affidavit (refer-
23 ring to paper in the hand of the witness).

25 MR. WILLIAMS: I object to the introduction
26 of that affidavit in evidence. It is nothing

1 more than hearsay.

2 Witness: It is sworn to by Mr. Wright. That is about all of
3 my connection with the transaction.

4 By Mr. Corbitt:

5 Q. Have you that affidavit, and, if so, please produce it?

6 MR. WILLIAMS: Put my objection to it.

7 A. Yes, it is with the deed.

8 By Mr. Corbitt:

9 Q. You introduce this as the affidavit that you took from
10 Mrs. Wright on March 28, 1912?

11 A. Yes. I attached it to the deed, and recorded it for Mr.
12 Gwaltney, and sent it to him when the deed was mailed to him
13 from the Clerk's Office.

14 NOTE: The affidavit is filed and marked

15 Exhibit No. 1. The deed is filed marked

16 Exhibit No. 2.

17 Q. This affidavit gives the names of the children of Sarah
18 C. Wright by Nathaniel Wright?

19 A. Yes, sir.

20 Q. And also gives the age of Charles Wright, the party who
21 signed the deed, as being 21 years of age the 11th day of
22 February, 1912?

23 A. Yes. He had just come 21 years of age, and I asked him
24 if he was 21, and he told me he was, and as long as I was
25 taking an affidavit with regard to the legitimate children
26

1 of Nathaniel Wright and Sarah C. Wright I thought it hurt
2 nobody to put the age in there.

3 Q. And Mrs. Wright told you that Charlie Wright was 21 years
4 of age on the 11th of February, 1912, and you prepared the
5 affidavit accordingly?

6 MR. WILLIAMS: I object to the question be-
7 cause it is purely hearsay evidence.
8

9 A. The affidavit states the facts that were ascertained
10 at that time. I have no personal recollection of it beyond the
11 refreshment of memory. I recall this, that when Mr. Gwaltney
12 asked me to prepare the deed, or to get Charles Wright's
13 interest, the first time he mentioned it, that he would only
14 buy one provided he could get the other, - that he did not
15 want one without the other or the others; I do not recall
16 whether there was one, or two, or three, or four. There had
17 been some more children, and some had died prior to that time.

18 MR. CORBITT: Counsel for Gwaltney is unable
19 to produce Mrs. Wright to testify with refer-
20 ence to the affidavit, and the affidavit itself
21 is produced with the evidence of this witness,
22 Mr. Johnson, who took it, as the best evidence
23 of what it contains.

24 Q. (Mr. Corbitt): Now, Mr. Johnson, I understood you to
25 say that this affidavit was gotten by you without any sug-
26

1
2 gestion on the part of Mr. Gwaltney?

3 A. Yes, sir.

4 Q. I understood you to say you had known this boy Charles
5 Wright for a good many years before you took this deed?

6 A. I had known of him. I think the morning I went to him
7 to talk with him about the matter was the first time I had
8 engaged in conversation with him.

9 Q. How did he impress you as to his capacity to enter into
10 an agreement and what he wanted to do with reference to selling
11 the land?

12 A. I went to him and made the proposition, and he was then
13 in the field of Mr. Herbert Mumford. He thought about it maybe
14 four or five minutes, and said "Well, I will take \$75.00 for
15 it." He was slow to develop his thoughts, but I had never
16 heard his mental poise questioned, and never heard of it until
17 about the time this suit was brought. The boy never went to
18 school, and had been reared not under the best of circum-
19 stances, and I did not expect to find a man with a quick,
20 active mind. I had no reason to doubt his capacity, or I
21 should not have taken the deed.

22 Q. Had you had any reason since to doubt his capacity?

23 A. No, sir, I have never had any transactions with him since.

24 Q. He appeared to you then to be normal?

25 A. Yes, sir, so far as I could tell. I hardly know what a
26

1 normal man is.

2 Q. I understood you to say if he had not impressed you at
3 the time as knowing what he wanted to do, you would not have
4 accepted the deed from him?

5 A. Indeed I would not, from him or anybody.

6 Q. Did the boy tell you his age at the time?

7 A. I asked him if he was 21.

8 Q. What did he say?

9 A. He said that he was 21, and my recollection is that he
10 said he was 21 in February, but I would not be positive about
11 that.

12
13 CROSS EXAMINATION

14 By Mr. Williams:

15 Q. But you doubted the fact whether or not he was 21, and
16 therefore got an affidavit from his mother?

17 A. I did not, Mr. Williams. There were one or two more
18 children whom I had been led to believe by hearsay were not
19 legitimate children of Mr. and Mrs. Wright, and just like you
20 or any other man who had been employed for a similar service
21 I endeavored to protect Mr. Gwaltney in the matter all I
22 thought my duty required of me, and in making the affidavit
23 I stated his age because he had just passed 21 not many days,
24 and just a little prior to that time a suit had been filed
25 in the office asking that a deed be set aside because of in-
26

1 fancy at the time of the execution, and just like all lawyers
2 when a thing like that is fresh in the mind, they take extra
3 precautions against such things.

4 Q. Do you remember whether or not the deed from Lucy Jones
5 had been admitted to record before you took the acknowledg-
6 ment of Charles Wright to his deed?

7 A. I do not recall positively, but I think it had.

8 Q. Did you know at the time the price that Mr. Gwaltney was
9 paying for Lucy Jones' interest?

10 A. No, I did not.

11 Q. Is it a fact, or not, that Charles Wright had previously
12 agreed to accept \$50.00, but that you suggested to Mr. Gwalt-
13 ney that he ought to pay \$75.00?

14 A. No. I think, if I recall correctly, but I may be mistak-
15 en, that Mr. Gwaltney went to Baltimore the morning that he
16 called me and asked me to prepare the deed, and he said that
17 he would pay \$50.00 or \$75.00 for it, and I went and asked
18 the boy if he wanted to sell it, and he said he did, and I
19 told him I came to get a deed from him for Mr. Gwaltney. I
20 don't know; I may have offered him \$50.00, and he might have
21 said more, but I know I gave him \$75.00.

22 Q. In other words, you had instructions to pay anywhere
23 from \$50.00 to \$75.00 for it?

24 A. Yes, sir.

25 Q. And you had that instruction from Mr. Gwaltney?
26

1

A. Yes, sir.

2

3

Q. Then you went to see Mr. Wright for Mr. Gwaltney and asked if he wanted to sell his right in the land?

4

5

A. Yes, sir. I thought he had signified his desire to sell it.

6

7

Q. Do you mean that he had sent Mr. Gwaltney word?

8

9

A. Yes, that he would sell his interest in it, and Mr. Gwaltney offered to buy it provided he could get the other interest.

10

11

Q. He had already gotten that interest?

12

13

A. No. I think the morning that this deed was taken I was informed by telephone that the other interest had been acquired, and to go and get this if I could.

14

15

Q. And you went in the afternoon?

16

17

A. I think I went about 12 o'clock, or in the morning. I think Mr. Gwaltney left on the mid-day boat. It certainly was not on the morning boat.

18

19

20

Q. You did not have anything to do with the transaction when Mr. Gwaltney sold the timber on the place for \$1150.00 to Mr. Elliott, did you?

21

22

23

A. It occurs to me I drew the deed with Mr. Elliott in the office, but if I did, I did it for Mr. Elliott. I don't know whether I did it, or Parke Deans did, but I know that he came to the office about it.

24

25

26

1 Q. That is for the timber on the same tract of land you
2 bought?

3 A. Yes, sir. I have no personal knowledge of the land.

4 Q. Have you drawn a deed for this land to Mr. Roberts, or
5 any other possible purchaser?

6 A. I think so.

7 Q. What was the purchase price?

8 A. I do not recall at this time. I think the deed has been
9 recorded, and it can be found out from the records.

10 Q. When did that happen?

11 A. I can't recall just at this time. I think the deed was
12 drawn sometime prior to the beginning of this suit, because
13 I think you asked me about it, and I told you the deeds had
14 been drawn but were not recorded up to that time. I am not
15 positive of it, but that is my recollection, and you filed
16 a lis pendens.

17 Q. Who was the purchaser?

18 A. Jesse Roberts - J. M. Roberts. I think Mr. Gwaltney
19 told me some time ago that he had not paid for it yet.

20 Q. And you do not recollect what the price to be paid was?

21 A. No, I do not recall the date nor the price. If you want
22 it, I can supply it in the evidence. A copy of the deed will
23 show that.

24 By Mr. Williams: I think we ought to have it.

25 By Mr. Corbitt: I think that is the way you should do it -
26

1 to file a certified copy of the deed; that is the best evi-
2 dence.

3 By Mr. Williams: With your consent we will consider it as be-
4 ing filed, and let him file it.

5 By Mr. Corbitt: Yes, with the understanding that you file
6 it.

7 By Mr. Williams: I want to see it. I don't want to put my
8 neck in any noose.

9 Q. (Mr. Williams). Do you know when Wright was sent to
10 camp?

11 A. I am not positive, but I think he went on the 26th of
12 May.

13 Q. Do you know how long he stayed there?

14 A. That I don't know. He didn't stay but a few days.

15 Q. Have you ever seen his discharge?

16 A. I am not positive that I have. I may have. I expect I
17 have, but to pay any special attention to it I don't think
18 I did. I know that there were a good many discharged for
19 what is known as border line cases, but whether that is his
20 case, or not, I don't know. - that is, people who could not
21 obey military orders with the alacrity required in front line
22 trenches. I know Dr. Seaward and myself went to camp to
23 see Maj. Baldwin, the Chief surgeon, with regard to sending
24 men to camp - what sort of military test we must apply, -
25 and we came to the conclusion - as a matter of fact, they
26

1 objected to a man who could not write his name .
2

3 Q. His physical condition, so far as you knew, was all
4 right outside of mental deficiency with alacrity not to obey
5 orders?

6 A. He was passed as fit for general military service under
7 the regulations then in force by the local boards, but there
8 have been a great many modifications from time to time, and
9 while he may been, when he left here, according to the regula-
10 tions we had, fit for general military service, when he got
11 to camp it was not so. There were a number of cases of that
12 character. As a matter of fact, nothing definite has ever
13 been in existence about those things.

14 Q. And you sent doubtful cases up there for them to look
15 over?

16 A. No, they were to go to the Medical Advisory Board.

17 Q. You did not consider this a doubtful case?

18 A. I don't know. That was the doctor's job.

19 Q. As a matter of fact, you know that he was discharged a
20 few days afterwards, and that it was through no physical de-
21 fect other than the dullness of his mind?

22 A. I don't recall whether there was any other reason for
23 his discharge, or not. As a matter of fact, I am not positive
24 that it was for dullness of mind, though I am under the impres-
25 sion that that is what it was for. It might have been more
26

1 than dullness, so far as I know. Of course the record can
2 be consulted, and of course that is the opinion of one doc-
3 tor.
4

5 RE DIRECT EXAMINATION
6

7 By Mr. Corbitt:

8 Q. Mr. Johnson, the fact, if it were a fact, that a man
9 was sent back from camp on account of his mind not being suf-
10 ficiently quick to obey orders in the front line trenches,
11 that does not mean, does it, that he is not of mental capacity
12 to think and determine what he wants to do?

13 A. I have in my mind the case of Robert W. Raiford, who lived
14 near Walters, in this county, a land owner and a farmer, who
15 was kept in camp for quite a long time and to my utter aston-
16 ishment was discharged, and the papers showed because of mental
17 deficiency. I do not recall positively the expression that
18 was used, but I have known the young man for a number of years,
19 and I never would have considered him as being a man of un-
20 sound mind, or even unbalanced, but my experience with such
21 things leads me to this conclusion that one man whose mind is
22 slow can practically nullify the rapid action of a whole com-
23 pany, and is not desired, and if there is any way that they
24 can get rid of him they do it.

25 Q. It is simply due to slowness of mind?
26

1 A. Yes.

2 -----000-----

3
4
5 P. D. GWALTNEY, JR., one of the defendants, being duly
6 sworn in his own behalf, testified as follows:

7 Examined by Mr. Corbitt:

8 Q. Tell your name, age, residence and occupation?

9 A. P. D. Gwaltney, Jr; 57; Smithfield, Virginia; merchant.

10 Q. Mr. Gwaltney, you are the defendant in this suit of
11 Charles Wright v P. D. Gwaltney, Jr?

12 A. Yes, sir.

13 Q. I introduce in evidence the original deed dated March
14 5, 1902, from William S. Holland, Trustee, to P. D. Gwaltney,
15 Jr, conveying the interest of Sarah C. Wright in this property
16 to Mr. Gwaltney. I now ask, Mr. Gwaltney, if that is the
17 original deed (handing same to witness)?

18 A. Yes, sir.

19 NOTE: The same is filed marked Exhibit No.

20 3.

21 Q. Now, will you please relate the circumstances under which
22 you bought the interest of Charlie Wright in this property?

23 A. I received a message from some man up the county, whose
24 name I cannot recall at this time, that this young man wanted
25 to sell his interest. I took the matter up after a day or two
26

1 and decided while I considered the property worth very
2 little, and the mother, Mrs. Wright, was practically a young
3 woman, I decided if I could buy it (I didn't want to pay much
4 for it) I would buy it at what I thought was the reasonable
5 value for it. So I got Mr. Johnson, at the court house, who
6 looks after some matters for me (I understood that this young
7 man was out there), and I told him what I wanted to do, and
8 I thought \$50.00 or \$75.00 was the value of it, that I want-
9 ed to buy the other interests too - that I didn't care to buy
10 that without I could buy the other interests, and to see this
11 man and fix the matter up. I also took the matter up with
12 Mr. Elam and told him practically the same thing. Mr. Elam
13 paid \$150.00. When he told me what he had done I said "Mr.
14 Elam, I didn't expect to pay as much as that; you paid more
15 than I think I can get out of it." But, anyhow, he drew
16 on me, and that was about the amount of the deal.
17

18 Q. You asked Mr. Sidney Johnson, as I understand, to prepare
19 the deed and send it to Mr. Elam for the interest of Lucy
20 Jones?

21 A. Yes, sir. Why the consideration was not put in the
22 deed, I didn't know that he would pay \$50.00 or \$75.00.

23 Q. After you had purchased the interest of Lucy Jones, after
24 Mr. Elam had telephoned you that he had purchased that in-
25 terest, then it was, I believe, that you telephoned Mr. John-
26 son to see if he could close with Charlie Wright?

1 A. Yes, sir, that is my recollection of it.

2 Q. And you told Mr. Johnson you were willing to pay \$50.00
3 or \$75.00?

4 A. Yes, sir.

5 Q. Had you made any previous agreement with Charlie Wright
6 as to what you would pay him for his property?

7 A. No.

8 Q. Do you know William L. Wilson, a colored man who testified
9 this morning?

10 A. Yes, sir, I have known him a good many years.

11 Q. Did you ever rent him this property?

12 A. Yes, sir.

13 Q. What rent did he pay you for it?

14 A. He rented for two or three years. This was along early
15 in 1900, is my recollection - probably 1900 to 1905, or some-
16 thing like that, - at \$40.00 a year.

17 Q. The entire property?

18 A. Yes, sir, the whole place for \$40.00 a year. After he
19 had rented the place for three years, I think the houses need-
20 ed repair - were badly in need of repair; there were no
21 fences. I had the houses put in repair, and there was some
22 wire somewhere between \$250.00 and \$300.00 is my recollec-
23 tion (I haven't the figures, but that is about right), and I
24 told him that he would have to pay me \$65.00 a year rent since
25 I had done that, and he agreed to do it, and rented for two
26

1 years, and at the end of that time he said that he would give
2 the place up, and I asked what was the matter and he said
3 "Well, I can't make anything - -

4 MR. WILLIAMS: I don't know that that has any-
5 thing to do with it.

6 Witness: It shows the value of the property. I had been getting
7 only \$40.00 a year, and spent several hundred dollars and went
8 up to \$65.00, and the man fell down and couldn't make any
9 money, and gave it up. I couldn't get any one to rent it
10 for all of three years - all of two years.

11 By Mr. Corbitt:

12 Q. It lay out?

13 A. It lay out. I had never been on the place but once or
14 twice. I had been there, but never in the woods. When the
15 man was working on the house I think I went up there. I
16 hired a colored man to do the work, and sent the lumber up
17 there. I spent very little time there. So far as there be-
18 ing any timber on there of any value, I knew nothing about
19 it, absolutely nothing. I knew the revenue I was getting
20 of \$40.00 and \$65.00 it was so small, and she being a young
21 woman, that is what I based my price on.

22 Q. Did it lie out from the time William L. Wilson gave it
23 up until you sold it?

24 A. Certainly for two years. I rather think so.

25 Q. The first knowledge you had as to the timber on it was
26

MPD

P D Gwaltney

53

1 when somebody came to you to buy it, was it not?

2 A. Yes, sir. Mr. Elliott, from Salisbury, Maryland, I think,
3 came around to see me and wanted to know about it, if I want-
4 ed to sell it what I would take for it. I could tell him
5 nothing definite at the time, but would look into the matter
6 and talk to him about the price. This Mr. John S. Barlow,
7 who has testified previously this morning, was working for
8 me at the time, and also a man named Brown. I got these two
9 men and told them I wanted them to go up to this Nathaniel
10 Wright place and go over the place, but more particularly
11 go through the woods and see what standing timber was there,
12 that I didn't know; that a party wanted to buy it, and I
13 had no idea what was there, and to go out and make a report
14 to me and use their best judgment as to what they saw there.
15 I told them to get William L. Wilson, whose house is in about
16 500 yards - his land adjoins this land, and, as a matter of
17 fact, was originally a part of the same tract, - to get him
18 to go over it, that he could show them the lines, and especial-
19 ly the timber. They went out and went over it, and when they
20 got in I said "Well, did you go through the place and find it
21 all right?" "Yes." I said "What did you find there?" and
22 they said "A right little sprinkle of timber," and I said
23 "What do you call a sprinkle?" and they said "A right good
24 lot." I said I had no idea there was much there, and I said
25
26

1
2 "What is your idea of the value?" and they said \$600.00
3 or \$700.00. I said "That is good," and I had no idea there
4 was any timber there to amount to anything.

5 Q. That was the first intimation you had that there was
6 anything of any value there in the shape of timber?

7 A. Yes, sir.

8 Q. Do you know about what that land was assessed at for
9 taxes?

10 A. Yes, sir. That land was assessed, 69-1/4 acres, at
11 \$363.00. In 1909 69-1/4 acres were assessed at \$363.00.
12 In 1907 it is assessed at the same amount.

13 Q. Now, something was said here this morning by Mr. W. M.
14 Stephens about his going with Charlie Wright to see you;
15 please state what took place at this interview?

16 A. This young man Wright came into my office one day. He
17 came down there with a cart to get a load of lime for the
18 man he was farming with. He came into the office to get a
19 delivery ticket, and while he was in there he came and talk-
20 ed to me about it. He said "Mr. Gwaltney, I brought a suit
21 against you, and I found I made a mistake, and I am sorry for
22 it." He said "I would like to stop that." I said "It is in
23 the hands of lawyers, and I can't talk with you." He went
24 off, and in a short time, or some days afterwards, Mr.
25 William Stephens and this man Wright came back. Mr. Stephens
26

1 said "Mr. Gwaltney, Charlie Wright has been to see me, and
2 I am a friend of his, and he wants me to talk to you about
3 stopping this suit." The young man said that he had found
4 out that he had made a mistake, and he wanted to stop the
5 suit, that he had never said anything to me about bringing
6 the suit, or said anything to me about the matter at all,
7 never had told me he had any grievance. I said "Mr. Stephens,
8 I can't talk to you, it is in the hands of the lawyers."

9 Q. As far as you can recall, that is all that passed be-
10 tween you?
11

12 A. Yes, sir, that is all that passed between us, and Mr.
13 Stephens came in with him to help him out. He came in with
14 him to help him.

15 Q. And you referred him to the attorneys in the case?

16 A. Yes, sir.

17 Q. Is there any further statement that you wish to make
18 with reference to this matter?

19 A. No. I know this, that I lost money in the transaction
20 as a whole. The property sold for \$100.00. I mean by that -
21 of course it sold after, and if I get the money that is
22 promised I will not lose anything, but up to the time it
23 was sold I had lost money.

24 Q. You mean up to the time you purchased Sarah C. Wright's
25 interest?

26 A. Yes, sir, up to the time it was sold by W. S. Holland.

1 There was a balance due me of between \$500.00 and \$600.00,
2 between the notes and the store account. The property brought
3 \$100.00 at auction, by W. S. Holland, Trustee, and I had to
4 buy it in at that time. It was sold at public auction, at
5 the court house.
6

7 Q. You mean up to that time you had lost money?

8 A. Yes, sir.

9 Q. You are not speaking of anything after that?

10 A. No.

11 Q. In your transactions with Charlie Wright, were you ever
12 impressed at all with his being unable to make an agreement,
13 or to know what he was doing?

14 A. No, not at all. He impressed me as being a rather diffi-
15 dent backward man, like you see them quite often, but in his
16 talk and manner he appeared rational and all right.

17 Q. As a matter of fact, you never made any deal with him
18 any way; the deal was made by Mr. Johnson for you?

19 A. No, I never made any deal with him.
20

21 CROSS EXAMINATION

22 By Mr. Williams:

23 Q. You did not talk with him before Mr. Johnson went up
24 there to buy it?

25 A. No, I have no recollection of it. A great many men
26 come in to my office, and I give them an ear for a moment,

1 and that is all.

2
3 Q. Do you remember whether or not he owed you any store
4 account?

5 A. No, Wright owed me nothing - not a penny. I had no
6 dealings with him, and had not seen him for a great many
7 years.

8 Q. Do you remember I called you up before this suit was
9 instituted, and told you I represented Mr. Wright, and that
10 he contended that he wanted his land back, and asked you
11 if you were willing to make any sort of agreement in connec-
12 tion with it?

13 A. I remember your calling me over the phone and putting
14 it up to be this way: "Mr. Gwaltney, I just want to bring
15 suit against you, and I don't want to bring a suit against
16 a man without telling him." You threw it into me good and
17 strong, and I said "What is the suit about, I haven't heard
18 it?" You said "Well, about that Charlie Wright land." I
19 said "I don't know what you mean; what about it?" You said
20 "He don't think you paid him enough; he wasn't of age." I
21 said "Mr. Johnson made that deal with him; that is the price
22 I put to Mr. Johnson, and told him what I wanted to pay."
23 That is about all, I think.

24 Q. You don't recollect my asking you if wanted to make any
25 settlement?

26 A. Any compromise?

1

Q. Yes.

2

3

A. I think you did, and I said no, I had nothing to compromise. You might have said something like that.

4

5

Q. Now, you sold this land to Mr. Jesse N. Roberts, did you?

6

7

A. Yes, sir.

8

Q. What was the purchase price?

9

A. I think ²⁵⁰⁰\$25.00 on five years time, to be paid so much annually and the interest to be paid annually. Nothing has been on the interest or principal up to the present time.

10

11

12

Q. You sold him after the timber had been cut off?

13

A. Yes, sir.

14

Q. In other words, if he were to pay you the \$2500.00, that together with the \$1,150.00 you got for the timber, would make \$3,650.00 you get out of the place?

15

16

17

A. That would look like it, yes.

18

19

20

21

22

23

24

MR. CORBITT: I object to the question and answer as it is irrelevant and immaterial as to what Mr. Gwaltney will get for this property. The question is whether or not the transaction was a valid one between him and Charlie Wright and the other parties interested.

25

By Mr. Williams:

26

Q. When did you make the deed to Mr. Roberts?

1 A. I think in 1916.

2 Q. And you delivered it to him after this suit had been in-
3 stituted and the lis pendens had been filed?

4 A. I don't know anything about that part of it. I sold it
5 to him in January or February, 1916, - early in the year.
6

7 RE DIRECT EXAMINATION

8 By Mr. Corbitt:

9 Q. I understood you to say that Mr. Roberts has paid you
10 no part of the principal or interest?

11 A. No, sir, no part.
12

13 RE CROSS EXAMINATION

14 By Mr. Williams:

15 Q. You simply sold it to him for \$2500.00, and took a deed
16 of trust for \$2500.00 payable five years after?

17 A. No; so much money to be paid the first of January each
18 year and interest to be paid annually. Nothing has been paid
19 on the principal or interest.
20

21 Q. How much was the cash payment?

22 A. Nothing was paid cash.

23 MR. CORBITT: I object to the testimony as to
24 what these deeds contain, as the deeds them-
25 selves are the best evidence, and I call upon
26 counsel for the plaintiff to produce the deed

1
2 to Roberts and the deed of trust from him,
3 both of which are on record.
4

-----oOo-----

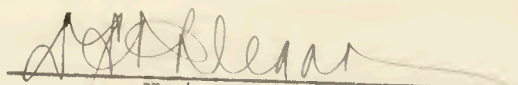
5
6
7 VIRGINIA,

8 City of Norfolk, to-wit;

9 I, D. S. Phlegar, a Notary Public for the City of Norfolk,
10 in the State of Virginia, certify that the foregoing depositions
11 of W. M. Stephens, William L. Wilson, J. S. Barlow, W. G.
12 Elam, A. S. Johnson and P. D. Gwaltney were duly taken and
13 sworn to at the time and place and for the purpose in the
14 caption mentioned, and that signatures thereto were waived
15 by counsel.
16

17 I further certify that in acting as Notary Public in
18 the County of Isle of Wight, it was done by agreement of
19 counsel in this case.

20 Given under my hand this 21st day of November, 1918.

21 
22 Notary Public.

23
24 Fee \$39.00.
25
26

201

I, Sarah C. Wright, widow of Nathaniel Wright, deceased, late a resident of the County of Isle of Wight and State of Virginia, do hereby certify that the children born unto me by the said Nathaniel Wright were as follows: Lou Emma, who married William Minton, and died some eleven or twelve years ago; an infant son, never named, and who dies in infancy; Everlena, who married Charlie Jones, and died some ten or eleven years ago; an infant son, never named, and who died in infancy; Lucy, who married Charlie Jones, and is now living; and Charlie, now living. The children are mentioned here in the order of their respective ages.

And I further certify that Charlie Wright, the youngest of the children born to me by the said Nathaniel Wright, was twenty one years of age on the 11th. day of February, 1912.

The above mentioned children are all of the children born of me begotten by the said Nathaniel Wright.

Given under my hand this 28th. day of March, 1912.

Witness, A. S. Johnson

Sarah C. Wright
mark

Subscribed and sworn to before me, A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, in the State of Virginia, this 28th. day of March, 1912.

A. S. Johnson

Commissioner in Chancery.

Statement from Sarah C.
Hight, as to names, ages,
etc. of her children by
Nathaniel Hight deceased

March 25, 1912

VIRGINIA;

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

Charles Wright PLAINTIFF.

VS) CHANCERY,

P.D.Gwaltney, Jr., and

Estelle Darden Gwaltney. DEFENDANTS.

Depositions of Rectorland Stanley Bossemon, John
Gay, W. H. Griffin, N.P. Brasswell, W. H. Brasswell and
P. D. Gwaltney , taken before me, Geo. F. Whitley, a
Commissioner in Chancery for the Circuit Court for the
County of Isle of Wight, pursuant to the notice hereto
annexed, at the office of E. H. Williams in the town of
Smithfield, Virginia, on the 23rd day of July, 1917, between the hours
9 o'clock A. M. and 6 o'clock P. M. to be read in evidence in be-
half of the plaintiff in a certain suit depending in the Circuit
Court of the County of Isle of Wight, wherein Charles Wright
is plaintiff and P. D. Gwaltney, Jr, and Estelle Darden Gwaltney
are defendants.

Present: E. H. Williams Counsel for Plaintiff,
Jas.H.Corbitt Counsel of Defendants.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

CHARLES WRIGHT,.....PLAINTIFF,

VS) CHANCERY,

P. D. GWALTNEY, JR., AND

ESTELLE DARDEN GWALTNEY,.....DEFENDANTS.

TO P. D. GWALTNEY, JR., AND ESTELLE DARDEN GWALTNEY:

Take notice that I shall, on the 23rd day of July, 1917, at the office of E. H. Williams, in the Town of Smithfield, County of Isle of Wight, Virginia, between the hours of nine A.M., and six P.M., on that day, proceed to take the depositions of R. A. Edwards, _____, et als., to be read in evidence in my behalf, in a certain cause depending in the Circuit Court for the County of Isle of Wight, Virginia, wherein you are defendants, and I am plaintiff. And, if from any cause the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Given under my hand this 20th day of July, 1917.

Charles Wright
by counsel. B

E. H. Williams A. G.
B.

APPROVED:

IN THE CIRCUIT COURT FOR THE COUNTY OF TULSA, OKLAHOMA.

NOTICE TO TAKE
DEPOSITIONS -

WRIGHT,

vs.

GWALTNEY

*No money on
Service of process
to take -*

J. H. Gwaltney

Wm. C. Little, Attorney

Gracely

MRS. RECTORLAND STANLEY BOSSEMAN, BEING FIRST DULY SWORN, DEPOSES
AS FOLLOWS:

(BY MR. WILLIAMS).

Q- What is your name, and where do you live?

A- My name is Rectorland Stanley Bosseman, and I live about three miles
from the Courthouse.

Q- How old are you, and when were you born?

A- I was twenty-five years old, the 9th day of last February. I was
born 9th of February, 1892.

Further this deponent saith not.

(SAME WITNESS EXAMINED BY MR. CORBITT).

Q- Are you married?

A- Yes, sir.

Q- What is your husband's name?

A- George Bosseman.

Q- Where were you married?

A- Where was I married? I was married in Isle of Wight, at home?

Q- Were you married where your father and mother now live?

A- No, sir; they's moved now.

Q- Where were you born?

A- I was born on Mr. Geo. Godwin's land, near Five Forks -- you know
where that is.

Q- Where do you and your husband now live?

A- We lives on Mr. Ed. Laine's land.

Q- Is your husband a tenant on Mr. Ed. Laine's land?

A- Yes, sir.

Q- What preacher married you?

A- Preacher Rucker.

Q- Is he a Methodist or a Baptist preacher?

A- Methodist.

Q- Did you live with your father and mother up to the time you were married?

A- Yes, sir.

Q- When did you say you were born?

A- I said I was born in 1892, the 9th of February.

Q- Why do you say you were born then?

A- Well, I believe I was called here on the case of age of Charlie Wright - and, he and I - -

Q- Who called you here?

A- Mr. Williams; he said for me to say how old I was, and Charlie Wright; he and I --

Q- Who brought you here -- how did you come?

A- Marian Hall came up there after me.

Q- Who? What Hall?

A- I said Marian Hall; he brought me here today.

Q- What did he tell you when he came after you?

A- He said I was summons on the trial of Charlie Wright.

Q- When did he come after you?

A- I reckon he got to my house this morning 'bout 'leven.

Q- How did Mr. Hall know that you knew anything about this case?

A- Well, he's been living 'round there too; and, I know the boy, (meaning Charlie Wright), all right; but, I have not seen him since he was small.

Q- Who was the first one to talk to you about this case?

A- Mr. Edwards and Mr. Gay - ask him, (pointing to Mr. Gay, one of the witnesses), he knows how old I am; he was there; he knows us both, and, I --

Q- What Mr. Edwards came up there?

A- I don't know - Sheriff Edwards, I reckon -- Won't it Johnnie? (Question directed to John Gay).

Q- What Mr. Edwards came up there to see you about it?

A- He came to my house, he was looking for my mother; she was gone, had left.

Q- What Mr. Edwards was that?

A- Sheriff Edwards, I reckon.

Q- What sort of looking man is he?

A- He's not young, and he ain't old; lives at the Courthouse, I reckon.

Q- Did Mr. Edwards that came after you, live at the Courthouse.

A- I don't know, I reckon he do; never saw him before. He come up to my house looking for mama; I told him she was gone over to Greggs, and, he went on over there to see her.

Q- What else did he ask you?

A- What else he asked me? He asked me how old I was.

Q- Did you say a Mr. Gay also came to see you about it?

A- He came with him to show him where I lived.

Q- What Gay?

A- John Gay. There he is. (Points to John Gay).

Q- Where does Mr. John Gay live?

A- At the Courthouse?

Q- Did you tell those men your age?

A- Yes, sir.

Q- What else did they ask you?

A- That is all they asked me, all they wanted to know, just my age.

Q- When did they come to see you again?

A- Never heard no more 'bout it till this morning.

Q- No one else has talked with you about it since that time?

A- No, sir; hadn't crossed my mind; had'not thought of it since.

Q- How do you know that you were born on Feby.9th, 1892?

A- Because mama's got it in a book; it was put down.

(MR. CORBITT OBJECTS TO THIS ANSWER AS NOT BEING THE BEST EVIDENCE OF THE WITNESS' AGE, AND CALLS FOR THE BEST EVIDENCE).

Q- All you know about your age is what some body has told you?

A- Yes, sir; what mother has told me. She has it written at home in the book. There's no mistake about it; you can get the book; its written in there just like I say.

Q- Is your mother living?

A- Yes, sir.

Q- She has the Book with your age in it?

A- Yes, sir.

Q- Do you know why they wanted you to come here today and testify to your age?

A- Because Charlie Wright and me is the same age - just two days difference.

Q- Who told you that?

A- That is what they said, said mama had one the same age of him.

Q- Who told you Charlie Wright Was the same age of you?

A- I have heard mama say so.

Q- Has Mr. Gay ever told you that, too?

A- Yes, sir, I have heard him say so too; that Charlie Wright was the same age of me.

Q- Did Mr. Edwards tell you that?

A- I said that was what he wanted to find out.

A- You do not know anything about your age except what some body has told you?

Q- No, sir.

Further this deponent saith not.

JOHN GAY, BEING FIRST DULY SWORN, DEPOSES AND SAYS:

(BY MR. WILLIAMS).

Q³ Please state your name, age, residence and occupation.

A- John Gay is my name; 51 years old 16 last October; I lives at the Alms House.

Q- Do you know where that is?

A- Some calls it the Alms House and some calls it the Poor House - it is up there at the Courthouse. I workds on the farm there.

Q- Do you keep the Alsm House?

A- Bill Stephens is the overseer. He got me to go there.

Q- Are you at the Poor House as an inmate, or as an overseer?

A- NO INMATE.

Q- Do you know Charlie Wright?

A- Yes, sir.

Q- Do you know Mrs. Bosseman? who just testified?

A- Yes, sir.

Q- How long have you known Charlie Wright?

A- Ever since he was born.

Q- Do you know when he was born?

A- Yes, sir.

Q- When?

A- 1892; 11th February.

Q- Where was his mother living at this time?

A- On their place.

Q- Where were you living?

A- About 200 hundred yards from them.

Q- Where was Mrs. Bosseman's mother living at the time?

A- She was living over to Mr. Bazzell's - (?) - 'bout two miles off.

Q- Do you know when Mrs. Bosseman was born?

A- Feby. 9th, 1892.

Q- How do you happen to remember that?

A- Charlie Wright was born on the 11th day of Feby. 1892. How do I happen to remember? Because my mother went over there at the time. I takes notice of things, I do; takes more notice than most of the people do of things like that.

Q- Is there anything special that fixed the dates of the birth of these two people in your mind?

A- I just knows. I knows when they was born; been thinking of it ever since; just knows when they was born, and knows how old dey is.

Q- Do you know they were both born within a day or two of each other?

A- Yes; I do no.

Q- Why?

A- Well, when this boy was born, my mother went there; and when she come back, she said, "Well, there is just two days difference in the two. One on'em born 9th and 'toher born the 11th." I knows 'bout the boy, 'cause she went there.

Q- Has Charlie Wright ever been to school any?

A- He ain't never been that I knows on.

Q- Is he generally considered bright by the people who know him?

A- No, sir, he aint.

Q-

(MR. CORBITT OBJECTS TO THIS ANSWER, ON THE GROUND OF IT BEING LEADING, AND UPON THE FURTHER GROUND THAT THE WITNESS HAS NOT SHOWN SUFFICIENT FAMILIARITY WITH CHARLIE WRIGHT TO TESTIFY ON THIS LINE).

Q- Did I understand you to say that you had been knowing Charlie Wright all his life?

A- Yes, sir, I've been knowing him all his life.

Q- Have you been in a position, at all times, to know whether or not he went to school?

A- No, I do not know about that. I cannot tell you about that. He has not been as I knows of.

Q- What do you consider the condition of his mind?

A- He has not got very good sense, I can tell you that.

Q- What do you say about it?

A- I say he hain't.

Q- Do you know Mr. P. D. Gwaltney, Jr?

A- Yes, sir.

Q- Is he considered a very wealthy man?

A- Yes, sir, I think so.

(MR. CORBITT OBJECTS TO QUESTION AND ANSWER ON THE GROUND OF SAME BEING IRRELEVANT AND IMMATERIAL TO ISSUES INVOLVED).

Q- How long have you been knowing Mr. P. D. Gwaltney, Jr?

A- Let me see, let me see -- I have been knowing him 30 years; been knowing him when I sees him, don't knows as he knows me.

Q- Has this boy, Charlie Wright, any property?

A- No, sir.

(SAME OBJECTION BY MR. CORBITT).

Q- What was the condition of his father and mother? That is, was his father well to do, or very poor?

A- ~~XXXXXXXXXX~~. Right well to do at the time he died.

Q-

(QUESTION AND ANSWER OBJECTED TO ON THE GROUND OF THE SAME BEING IRRELEVANT AND IMMATERIAL).

Q- About how much property did the father own? Let your answer include everything; land and houses too.

A- About \$3000.00.

(QUESTION AND ANSWER OBJECTED TO ON THE GROUND OF THE SAME BEING IRRELEVANT AND IMMATERIAL).

Q- Do you know the land that he owned?

A- Yes, sir, I knows the land.

Q- What is your idea of the value of that land, say as of the 9th day of March, 1912?

A- \$2500.00.

Q-

(QUESTION AND ANSWER OBJECTED TO ON ACCOUNT OF THE SAME BEING IRRELEVANT AND IMMATERIAL). AND UPON THE FURTHER GROUND THAT THE WITNESS HAS NOT SHOWN HIMSELF COMPETENT TO TESTIFY AS TO THE VALUE OF THE PROPERTY).

Q- How many brothers and sisters, if any, has Charlie Wright?

A- What living? He ain't got narry brother living. He's got a half brother. ~~XXXXXX~~

Q- Where does he live, and who is he?

A- ~~XXXXXX~~ Shirley. He lives at the widow Atkins' farm; Charlie Atkins' Widow; 'bout half way between Courthouse and Windsor.

Q- Half brother? How is that? Same mother or same father?

A- Same mother, but not same father..

Q- At the time of his death, how many children survived him? I am now referring to Charlie Wright's father.

A- Four; three girls and one boy.

Q- Can you tell when he died?

A- Yes, sir, he died 1894, 18th of January.

Q- Are all the children now living?

A- No, sir.

Q- When did the first one of the children die?

A- Lu-Emma, '98. I don't know the day and month.

Q- Did she leave any children?

A- No, sir.

Q- When did the next one die?

A- Evie - 1900 - April.

Q- Did she leave any children?

A- One; it did not live long.

Q- The next one?

A- I do not remember when the other one died. She died one Sunday, some two or three years ago; I cannot really tell you about that, she was married and lived in Suffolk. Her name was Lucy; she left two children, a girl and a boy.

Further this deponent saith not.

BY MR. CORBITT.

Q- Mr. Gay, where were you born?

A- Born in Isle of Wight; up there close to Windsor.

Q- What was your mother's name?

A- Mary.

Q- What was your father's name?

A- Jerry.

Q- Your father's name Jerry what?

A- Jerry Gay.

Q- Your mother's name Mary what?

A- Mary Gay.

Q- When were your father and ^{mother} married?

A- I could not tell you, I do not know.

Q- Where were they married?

A- Where at? I could not tell you about that. They always lived in Isle of Wight ever since I knowed them.

Q- Have you heard when they were married?

A- No, sir.

Q- Have you heard where they were married?

A- No, sir.

Q- Well, have you heard whether or not they were married at all?

A- Yes, sir; I heard they was not.

Q- Did you say, then, they were married, or not married?

A- I cannot tell you, unless I know that question.

Q- You do not know, but the general understanding is, that they were not married?

A- Yes.

Q- You state you now live at the Alms House or Poor House?

A- Yes, yes. Some calls it one way, and some calls it another.

Q- What do you do there?

A- I waits on the inmates up there; I workds for Bill Stephens, at his house some times, and some times up there, and some times I don't do nothing; I ^{sits} ~~sits~~ down and rests.

Q- Bill Stephens is the overseer of the Poor House, is he?

A- No. He took charge of the poor house, and told me to move there.

Q- He has charge of the poor house then?

A- Yes, sir.

Q- You simply work there under him, the same as if you were living at his house?

A- Yes.

Q- Are you paid a monthly salary, or wages?

A- I gits paid by the month.

Q- How much does he pay you per month?

A- Well, - Oh, - he pays me, he pays me 'bout \$10.00 a month. I don't know how much more; we tends to that ourselves; he pays me until I am

Q-

satisfied; if you want to know just how much, just say ten.

Q- Don't you have an agreement as to what he shall pay you per month?

A- No, I don't.

Q- You just stay there, and he pays you what he sees fit to pay you, after you do the work?

A- Yes, sir.

Q- He does not pay you any fixed salary each month?

A- No, he don't.

Q- Does he pay you regularly each month?

A- No, he don't pay me each month.

Q- Whenever he thinks you are entitled to something for what you have done then he pays you?

A- Whenever I ask him for any money, he gives it to me.

Q- You leave it to him to see what is fair and right to give you?

A- Yes, sir; he does it right.

Q- Now, Mrs. Bosseman testified that you and a Mr. Edwards went to see her to ask her her age. Is that correct?

A- I did not go there to ask her age. I already know her age. We went there to see her mamie. She won't there, she was over to Mr. Greggs, and we kept on there.

Q- What Edwards was that with you?

A- Clarence Edwards.

Q- What interest did you and Clarence Edwards have in going there to see Mrs. Bosseman about her age?

A- We did not go to see her about her age; we want to see her mamie; Sallie Stanley, Sarah or Sallie, or something - we -

Q- What interest did you and Mr. Edwards have in going to see her mamie?

A- We took 'nough interest to go to see her mamie to see if she knowed or recollected how old that boy was - just two days younger than her daughter was. Clarence Edwards told me to come on and go with him there. That is the business I had.

Q- What business did he have in finding this out?

A- I do not know other folks' business. I could not tell you what busi-

Q- ness other folks have; he told me to come on and go with him up there and I went with him.

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Q- Did he tell you why he wanted to go?

A- Yes, sir.

Q- What reason did he give?

A- He told me he wanted to see Mrs. Stallings to know how old her daughter was, was two days older than this here Charlie Wright. He had been told that, and he wanted to see her. That is the whole of it, and that is the right way of it.

Q- Did Clarence Edwards tell you he was interested in knowing how old Charlie Wright was?

A- Yes, sir. That piece of land down there.

(MR. WILLIAMS OBJECTS TO TESTIFYING TO WHAT CLARENCE EDWARDS SAID TO HIM IN REFERENCE TO THIS SUIT, AS SAME IS NOT MATERIAL EVIDENCE IN THIS CASE).

Q- Go ahead, now, Mr. Gay, and tell us what Clarence Edwards said he was up to.

A- Well, he was after getting the land where Mr. Gwaltney is bought from the boy, Charlie Wright, his part of it, in 1912, March 21, as when the deed was signed; but he did not get enough for the land, and he after getting the land, because he ought to get more for it. Mr. Gwaltney did not give him enough for his interest in it. Now, what else do you want to know?

Q- What did Clarence Edwards tell you he was going to get out of it?

A- onehalf of what they got out of it.

Q- Clarence Edwards told you that he was interested in ^{it} because if Charlie Wright got anything out of it, he was going to get half of what he got?

A- Yes sir.

Q- And if Charlie Wright did not get the land back, that ~~Charlie~~ Clarence Edwards was to get nothing?

A- Yes, sir.

Q- Do you know whether or not Clarence Edwards is a Justice of the Peace of Isle of Wight County, and, was he at that time?

A- Yes, sir.

Q- Now, you say that you and Mr. Edwards, went to see Mrs. Bosseman because you were looking for her mother?

A- We heard that her mother was there; we went there, but she won't there; then we kept on to Mr. Gregg's until we found her.

Q- Why were you and Clarence Edwards looking for Mrs. Bosseman's mother?

A- Mr. Clarence Edwards told me to come on and go with him, that she, (meaning Mrs. Stanley), had a daughter two days older than Charlie Wright.

Q- Now, you said that Mr. Clarence Edwards was to get onehalf of whatever Charlie Wright was to get. Is that correct?

A- Yes, sir; but he has got to pay Mr. Williams out of his part.

Q- You mean that Mr. Clarence Edwards is to pay Mr. Williams out of his part?

A- That is the way I understand it. Of course I never asked him any questions about that.

Q- Your understanding is that Charlie Wright does not pay naything out of his part, but, he gets onehalf?

A- Yes, sir. That is the way I understand it; Charlie Wright onehalf and Clarence Edwards the other half, and Clarence Edwards has got to pay Mr. Williams out of his part.

Q- How much are you going to get out of it?

A- I hain't heard them say; don't know nothing 'bout that.

Q- They promised you something?

A- Said he would pay me something, did not say how much.

Q- Who told you that?

A- Clarence Edwards. I told him some body had to pay me. He said if I get anything, I will pay you..

Q- You told him that some body had to pay you?

A- Yes, sir, I did, and he told me if he got anything that he would pay me.

Q- Did he also say that if he did not get anything that he would not pay you?

A- No, he did not say that.

Q- How much have you been paid?

A- Nothing.

Q- Who brought you here today?

A- Marian Hall.

QO Who is Marian Hall?

A- He's Clarence Edwards's wife's son. He married a widow lady. Her first husband was a Hall.

Q- What did you tell Clarence Edwards, when he told you that ~~you~~^{he} had heard there was only two days difference between Mrs. Bosseman's age, and Charlie Wright's age?

A- I said come on and let's go to see Mrs. Stanley. I told him that there won't but two days difference; one was born on the 9th and the other on the 11th. We went on over to see them, but we had to go to two places before we could find them.

Q- Did you tell Clarence Edwards, as soon as he told you that there was two days difference between their ages, the year they were born?

A- I cannot say that I told him the year that minute. But, I told him that one was born the 9th and the other the 11th, I knows when both were born.

Q- When did you first tell Clarence Edwards what year these two were born?

A- I told him last year, but I do not know right what time. I did not tell him 'fore he asked me did I know.

Q- Was that the day you and he went to see Mrs. Stanley?

A- NO. We did not go there last year. We went this year to see Mrs. Stanley.

Q- So, Clarence Edwards talked to you about this some time before you and he went over to see Mrs. Stanley?

A- Yes, sir; he told me last year. He asked me did I know how old the boy was, and I told him yes, I did know.

Q- What did you tell him then, as to the age of the boy?

A- I told him that he was born in 1892, Feby. 11th. After I told him that, I told him he could count it up if he wanted to know how old he was.

Q- Did you tell him the exact age of the boy the first time he spoke to you about it?

A- I told him that he was born in 1892, Feby. 11th.

Q- Did you tell Clarence Edwards this the first time he spoke to you

about it.

A- Yes, sir. Yes, sir.

Q- What book did you refer to to get this age?

A- No book. I did not want no book to know his age.

Q- You remembered at the time that it was Feby.11?

A- Yes, sir; I know it now, and have been knowing it ever since he was born, that that was the year, 1892.

Q- What fixed that date in your mind?

A- My mother went there at the time, and I just know; just fixed it right in there and its been in there ever since, and its going to stay there as long as I live.

Q- What day, what month and what year was it that you first meet Mr. P. D. Gwaltney, Jr?

A- I could not answer that question. How in the world am I going to know? The first time I came to town was April 12th, 1884, on a Saturday; that was the first time I ever came to Smithfield. The man who brought me here was Bob Pierce. He told me who he was that day, and I have been knowing who he was by favor, ever since.

Q- So, the first time you ever saw Mr. Gwaltney, was April 12th, 1884?

A- I had to be told who he was. I did not know anything about him. Right in the store.

Q- Why did you remember that day so clearly?

A- Because I remember that day. The first time I ever ^{saw} ~~any~~ Mr. Gwaltney, was that day, the day I come to Smithfield with Bob Pierce.

Q- What day, what month and what year was it that Clarence Edwards first told you about the age of Charlie Wright.

A- The year was 1916, but I did not take no notice of the day and month.

Q- Why did you fail to take notice? of that day and month?

A- Just because I did not do it. But, so far as I recollect, it was in September. I do not know what day of the month it was.

Q- Are you prepared to swear that it was September, 1916?

A- No, I ain't going to swear that it was September, but it was 1916.

Q- What day, what month and what year was it that Clarence Edwards took you to see Mrs. Bosseman's mother?

A- 1917, this year; it was in January.

Q- Can you tell the exact day?

A- No, I do not know as I can, but it was some where along about the 10th.

Q- What made you say you took notice of the day Charlie Wright was born,

A- Just because I know, just naturally know, and ain't forgot it. I did not take more notice of that day than of most days; no more than I just hain't forgot it; I takes notice of lots of things.

Q- But, you did not take notice of the day that Mr. Edwards came for you to go over to see Mrs. Stanley.

A- It was in January, 1917, some where between 1 and fifteenth.

Q- How far did you live from where Charlie Wright was born, at the time he was born?

A- About 200 yards; in the same field; piece sold off from it.

Q- How old were you then?

A- Well, I will have to count that up. I am 51 now; 25 from 51 leaves 26 don't it?

Q- You were 26 years old? at that time?

A- Yes, sir.

Q- Were you then living with your mother?

A- Yes, sir.

Q- Were you married at that time?

A- No, I was not married at that time, nor this time neither.

Q- Did you continue to live with your mother after you became 21 years of age?

A- Yes, and living with her now.

Q- She, then, moved with you to the Poor House?

A- Yes, she did.

Q- What was Charlie Wright's father's name?

Q- Nathaniel Wright, all I ever heard.

Q- When did he die?

A- 1894, - 18th January.

Q- Why do you remember that date so clearly?

A- I ought to remember it. I went there and took the man in the house; he never spoke no more; he was taken in front of the barn door; I stayed there until after he died - carried him the house; belong to take notice of that.

Q- What day was it he was taken sick?

A- The 18th day of January. About 3:00 in the afternoon, and died fifteen minutes to ten; he did not live but a few hours after he was taken.

Q- Nothing has fixed that in your memory but that you were there?

A- No, I was not there; his daughter called me, and, I did not stay until after he died, for his daughter asked me to go after some one else.

Q- And, you remembered that date ever since?

A- Yes, sir.

Q- How many children did he leave?

A- Four.

Q- What was the name of the oldest one?

A- Emma - Evie, Lucy, Charlie.

Q- Were you all living there as neighbors when all were born?

A- No; not when all were born - and I had not been long moved there; I moved there in '91, December 24th, Christmas Eve, 1891; that was the December before the boy was born in February.

Q- How far had you been living from Charlie Wright's mother before that?

A- About three miles; not over that.

Q- You had known Charlie Wright's mother and father a long time?

A- Yes, sir, I knowed them all a long time; he was married twice.

Q- You knew them right well?

A- Yes, sir; yes, sir.

Q- You remember when all the family were born?

A- No, I could not tell you I remember that, because I was not around there when all were born; No, I could not tell you when none was born 'cept that boy, and I was close 'nought to know that.

Q- Can you give me the date when the oldest one was born?

A- No.

Q- Can you give me the year?

A- No. Cannot tell you nothing 'bout when the oldest three was born.

Q- But, you were living near the Wrights when they were born.

A- But, ~~no~~ I did not know nothing 'bout when they was born.

Q- You mean you do not know the exact date? You knew about the time?

A- Yes, sir; Oh, yes; but, I could not tell you the exact time.

Q- Could you give the year each one was born?

A- No, I could not do that. And, if I had not been close to him, when this

A- boy was born, I would not took such particular notice.

Q- When did Emma die?

A- Lu-Emma? She died in '98, but I cannot tell you what time of the year

Q- Where was she when she died?

A- On Mrs. Addie Joyner's land

Q- How far from where you were living at that time?

A- Four miles, I reckon.

Q- Did you go to her funeral?

A- No, sir; I just went over there at that time; all I can tell you 'bout it

Q- When did the next one, Evie, die?

A- She died in 1900, in April.

Q- Why do you remember that month and year?

A- I went there and helped put her in the coffin.

Q- Is that the only reason that you remember that she died?

A- Yes, sir; I helped put her in the coffin; 'twas the day that the sun when
it went in 'clipse, on the 23rd day of May. Don't you remember that?

Q- (Mr. Cobritt answers, "Cannot say that I do.")

A- Well, I do, I recollects that.

Q- When did Lucy die?

A- Two or three years ago; she died in Suffolk, cannot tell you nothing
'bout it; she died some two or three years ago.

Q- If you knew so well when Charlie Wright was born, why did you go with
Mr. Clarnece Edwards to see Mrs. Stanley?

A- Because, I wanted some body else to know too.

Q- Can you read?

A- No.

Q- Can you write?

A- No.

Q- Do you know your name when you see it written?

A- No.

Q- Did you ever attend school?

A- No.

Q- Have you ever bought and sold any land?

A- No, sir.

Further this deponent saith not.

W. H. GRIFFIN, BEING FIRST DULY SWORN, DEPOSES AND SAYS:

(BY MR. WILLIAMS).

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

A- W. H. Griffin, my age is 69 years, will be 70 next birth, am a farmer and lives in Isle of Wight County.

Q- Do you know the tract of land that used to be owned by Nathaniel Wright in his life time?

A- Yes, sir, I know something about the land, but can't tell you how many acres there is in it.

Q- What is your estimate of the number of acres?

A- Well, the whole tract, before the land was sold off, was a good sized piece, but, I suppose one half has been sold off. I do not think there is over 60 or 75 acres in it now. I do not know; may be more, may be less.

Q- You have bought and sold land, have you not, Mr. Griffin?

A- Yes, sir.

Q- What would you say would be a fair value for this tract of land, as of the date of March 21st, 1912.

A- About five years ago, ain't it?

Q- Yes.

A- Well, I should say that the tract of land as it stood then was worth something like \$2,000.00.

Q- What would be the value of that tract of land today?

A- Well, I have not got any idea what it would be worth now. Land sells for more now.

(MR. CORBITT OBJECTS TO THE ABOVE TWO QUESTIONS AND ANSWERS ON THE GROUND THAT THEY ARE IRRELEVANT AND IMMATERIAL TO THE ISSUES INVOLVED, AND UPON THE FURTHER GROUND THAT THE WITNESS DOES NOT SHOW HIMSELF SUFFICIENTLY COMPETENT TO TESTIFY TO THE VALUE OF THIS PROPERTY).

Q- Has the timber been cut off the land since 1912?

A- Yes, sir.

(MR. CORBITT OBJECTS TO ABOVE QUESTION AND ANSWER AS IRRELEVANT AND IMMATERIAL).

Q- Do you know who cut the timber?

A- Mr. Everett, I think. He did not cut it; he bought it; a Mr. Gray cut it off.

Q- In what year?

A- I think he cut it year before last, in 1915.

Q- Would you consider \$75.00 a shockingly inadequate price for a one-half interest in this farm, as of the date of March 21st, 1912?

(MR. CORBITT OBJECTS TO THIS QUESTION ON THE GROUND THAT IT IS LEADING, AND UPON THE FURTHER GROUND AS IRRELEVANT AND IMMATERIAL TO THE ISSUES INVOLVED, AND STILL FURTHER GROUND THAT THE WITNESS HAS NOT SHOWN HIMSELF SUFFICIENTLY COMPETENT TO TESTIFY AS TO THE VALUE).

(MR. WILLIAMS WITHDRAWS THIS QUESTION).

(SAME WITNESS EXAMINED BY MR. CORBITT.)

Q- Mr. Griffin, at whose request are you here today? testifying in this

A- case?

A- Mr. Clarence Edwards.

Q- When did he ask you to come here?

A- Yesterday, about 4:00 o'clock.

Q- What interest did he tell you he had in the matter?

A- He did not tell me any.

Q- Did he ask you first what you thought the property was worth?

A- No, sir.

Q- What did he tell you at the time? that he told you he wanted you to testify?

A- He wanted to know if I had known Nathaniel Wright's farm. I told him I had been knowing it over forty years, been living in the ~~my~~ neighborhood. He wanted to know what condition it was in. I told him the best I could. I told him he sold off a right smart of it before he died. He asked me what it was worth, and I told him it was worth \$2,000.00.

Further this deponent saith not.

N. P. BRASSWELL BEING FIRST DULY SWORN DEPOSES AND SAYS:

EXAMINED BY MR. WILLIAMS.

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

A- N. P. Brasswell is my name; am 39 years old, I'm a farmer, and lives in Isle of Wight County.

Q- Are you familiar with the Wright tract of land about which suit is going on?

A- Yes, sir, I have seen the place, but I do not know how much land is in the place -- how many acres.

Q- Are you a land owner?

A- Yes, sir.

Q- Are you prepared to give your idea of its value -- like it stands now, what would you give for it?

(MR. CORBITT OBJECTS TO THIS QUESTION ON THE GROUND THAT SAME IS IRRELEVANT AND IMMATERIAL, AND UPON THE FURTHER GROUND THAT THE WITNESS HAS NOT SHOWN HIMSELF QUALIFIED TO ANSWER).

A- I should judge something like \$2,000.00.

Q- That is, after the timber has been cut off?

A- Yes, sir.

Q- What would you be willing to give for that tract of land if the timber were now standing on it?

A- I think it would be worth about \$3,000.00.

(LAST TWO, QUESTION AND ANSWER, OBJECTED TO BY MR. CORBITT ON THE GROUND OF SAME BEING IRRELEVANT AND IMMATERIAL, AND FOR THE FURTHER REASON THAT WHAT THE WITNESS MIGHT BE WILLING TO GIVE IF NOT PROPER EVIDENCE OF WHAT THE LAND IS WORTH).

Q- What was this land and timber worth in the year, 1912, say on March 21st, of that year?

A- \$2,000.00.

Q- Does that include the land and timber too?

A- Yes, sir.

Q- Then it is your idea there has been a \$1,000.00 advance in the value of the land since that date?

A- Yes, sir.

(MR. CORBITT WISHES IT UNDERSTOOD THAT THE SAME OBJECTIONS ARE MADE TO ALL QUESTIONS AND ANSWERS ABOUT THE VALUE OF THE LAND).

Q- You say you that you would be willing to give \$3,000.00 for this land if the timber were now on it? Is that your idea, or what would be its real value, now?

A- Well, sir, I think it would have brought \$2,000.00, five years ago, but if the timber was on it now, it would bring \$3,000.00. That is what I think about it.

(THIS QUESTION OBJECTED TO FOR THE REASONS ABOVE,
AND FOR THE ADDITIONAL REASON THAT IT IS LEADING).

Q- Well, I will ask it a different way. What is your estimate of the present value of this land as it now stands with the timber cut off?

A- Well, something like \$2,000.00.

(SAME OBJECTION BY MR. CORBITT).

Q- What would you estimate the present value of this land, if the timber were now standing thereon?

A- At this time?

Q- Yes, sir.

A- \$3,000.00.

Q- What would you estimate was the value of this land and timber on March 21st, 1912?

A- Well, I think it was worth \$2,000.00.

Further this deponent saith not.

(SAME WITNESS EXAMINED BY MR. CORBITT).

Q- Do you know Charlie Wright?

A- I know of him?

Q- What interest have you in this suit?

A- None in the world. Narry bit.

Q- At whose request are you here to day testifying?

A- Mr. Edwards came down after me yesterday evening and summons me here today.

Q- What Mr. Edwards?

A- Clarence Edwards.

Q- What interest did he tell you that he had in the matter?

A- Well, he did not tell me.

Q- Did you ask him any thing about it?

A- I asked him why he wanted me to come to Smithfield today; he said about the Wright farm; that is about all that was said about it.

Q- When was the first time Mr. Clarence Edwards spoke to you about ~~this~~ this matter?

A- That was the first time.

Q- What was that conversation between you and him yesterday?

A- On yesterday?

Q- Yes, sir.

A- I do not recollect. I asked him what was to do in Smithfield, then he told me about the Wright place. there was not much conversation between us. He asked me what I thought the place was worth, and I told him I did not really know.

Q- You told him that you did not really know at that time?

A- Yes, sir.

Q- When did you tell him?

A- We was talking about it after we got to town today.

Q- You never told him what you thought it was worth until you got to Smithfield today?

A- No, sir.

Q- How far do you live from Mr. Clarence Edwards?

A- About seven miles; he lives at the Courthouse, and I live two miles

from Windsor.

Q- Are you related to Mr. Edwards in any way?

A- No, sir.

Q- Any of your people related to his people?

A- No, sir.

Q- Why was it he went to see you to ask you about coming here?

A- I could not tell you.

Q- He went to your house yesterday to get you to come here today, and that was the first time he had ever mentioned the matter to you, and you did not tell him what you thought the property was worth until you got here today?

A- No, sir.

Q- You said to Mr. Edwards on yesterday that you did not know what it was worth?

A- Well, I had not ever thought about it no way.

Q- Do you know why he went to get you to come?

A- ~~I do not know why he asked me~~

A- Well, I suppose why he got me was because I lived about two miles of the place. That is the only reason I know of.

Q- Do you own a farm up there?

A- Yes, sir.

Q- Did you sell any land in 1912?

A- No, sir. I don't own enough, I always buy all I can get.

Q- Did you buy any land in 1912?

A- No, sir.

Q- Did you deal in any land transactions, 1912, in any respect?

A- No, sir.

Q- What is the size of your farm?

A- Well, I got 120 acres open land.

Q- How much open and wood land in all?

A- Well, I reckon, close about two hundred acres of it.

Q- How long have you owned land?

A- Well, I have owned a farm for about 14 years; the other farm, I have just bought.

Further this deponent saith not.

Q- W. H. BRASSWELL, BEING FIRST DULY SWORN, DEPOSES AND SAYS:

EXAMINED MY MR. WILLIAMS,

Q- What is your name, age, residence and occupation?

A- W. H. Brasswell, farming, am 32 years old and live in Isle of Wight.

Q- Have you ever bought or sold any land?

A- No, sir; never sold any, have bought some.

Q- Do you know the Wright property, in dispute here?

A- Yes. sir.

Q- What would you say would be the present value of this land?

A-

(THIS QUESTION, AND ALL SIMILAR QUESTIONS OBJECTED TO ON THE GROUND THAT THEY ARE IRRELEVANT AND IMMATERIAL, AND ON THE FURTHER GROUND THAT THE WITNESS HAS NOT SHOWN HIMSELF QUALIFIED TO TESTIFY AS TO THIS MATTER).

Q- How long have you been knowing this tract of land?

A- Well, I have been knowing it ever since I was large enough to know about any land, been living right close to it all my life; just 'bout two miles from it.

Q- What is your estimate of the value of this land in the month of March, 1912, that is, five years ago?

A- Well, I reckon it was worth something like \$2,000.00.

Q- What is it worth now?

A- Well, I do not know; I believe if the lumber was on it it would be worth \$3,000.00; but, with the lumber off, it would not be worth or \$2,000.00 or \$2,500.00..

Q- When was the lumber cut off?

A- I think it was cut year before last.

(SAME WITNESS EXAMINED BY MR. CORBITT).

Q- Are you a brother of Mr. N.T.Brasswell, who has just testified?

A- Yes, sir.

Q- Do you and your brother live together?

A- No, we do not live together, we do not live very far apart.

Q- Do you and he own land jointly?

A- Yes, sir.

Q- You do not own a separate farm? What you own, you own together?

A- No, sir; his is separate, and mine is separate; our land adjoins each other, but it is separate.

Q- How did you get this property? Did you inherit it from your father's estate?

A- No, sir; I bought it.

Q- When did you buy it?

A- Year before last.

Q- Why are you here today?

A- Well, Mr. Clarence Edwards came down to my house yesterday evening, and wanted me to come down today and tell what the Wright place is worth.

Q- What did you tell him?

A- He asked me what I thought the place was worth, and I told him I thought it was worth something like \$2,000.00, since the lumber was cut off. If I was going to buy it that is all I would be willing to pay for it.

Q- What else did he ask you?

A- That is all he asked me.

Q- What interest did he tell you he had in this suit?

A- He did not tell me anything about it. I did not think it was my business.

Q- What did he say he would give you for coming here today?

A- He never said, and I never asked him.

Q- Are you and Mr. Edwards close friends?

A- No, sir.

Q- Why did you come here then, simply because he asked you.

A- He told me that I was summons here today. I told him I did not have time to come and testify to what the place is worth, he said, "Oh, yes, but you must come." In the position he is in, I thought probably he summons me here, and I thought that I must come.

Q- You said in the place he is in? What do you mean by that?

A- Well, he is Magistrate.

Q- You thought when he told you to come, that he summons you, and that you had to come?

A- Yes, sir.

Further this deponent saith not.

Mr. P. D. Gwaltney, Jr., being first duly sworn, deposes as follows:

Examined by Mr. Williams.

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

A- P. D. Gwaltney; 57; merchant, reside in Smithfield.

Q- What do you estimate yourself to be worth?

(MR. CORBITT OBJECTS TO THIS QUESTION ON THE GROUND THAT IT IS IRRELEVANT AND IMMATERIAL, AND THAT IT ASKS THE WITNESS INFORMATION ABOUT HIS PRIVATE AFFAIRS THAT HE CANNOT BE CALLED UPON TO GIVE IN THESE PROCEEDINGS; AND AS COUNSEL FOR MR. GWALTNEY, SAYS THAT IT IS UNNECESSARY FOR HIM TO ANSWER THE ABOVE QUESTION UNLESS HE IS FORCED TO DO SO BY THE COURT, IF FOR ANY REASON HE SEES FIT NOT TO ANSWER IT).

Q- Mr. Gwaltney, do you, upon the advice of your counsel, refuse to answer the question as to the amount of your wealth?

A- I do, because it is private affairs.

Q- Are you a large land owner in the County of Isle of Wight, and about how many farms do you own in this County?

A- I own some land -- some farms.

Q- Has your dealings in farms and farm lands been extensive in the last few years; say, in the last ten or twelve years?

A- No, I should say not.

Q- About how many real estate transactions would you say you have, or have had, in the last ten years?

(QUESTION OBJECTED TO ON THE GROUND THAT IT IS IRRELEVANT AND IMMATERIAL AND UPON THE FURTHER GROUND THAT THE RECORDS IN THE CLERK'S OFFICE ARE THE BEST EVIDENCE OF THESE REAL ESTATE TRANSACTIONS).

A- Just offhand; the approximate number, - probably a dozen. Of course, I have not thought about this; as I say, offhand, -- approximately.

Q- What is the extent of your business as a merchant, per year?

(QUESTION OBJECTED TO ON THE GROUND THAT IT IS ASKING THE WITNESS ABOUT HIS PRIVATE BUSINESS IN A WAY THAT IT DOES NOT EFFECT THIS SUIT AND ABOUT WHICH THE WITNESS IS NOT CALLED UPON TO TESTIFY UNLESS HE SEES FIT).

Q- Are you a member of the Town Council of Smithfield?

A- Yes, sir.

Q- Are you President of the Smithfield Light and Power Company?

A- Yes, sir.

(ALL OF THESE QUESTIONS OBJECTED TO ON THE GROUND THAT THEY ARE IRRELEVANT AND IMMATERIAL).

Q- Are you one of the directors of the Home Telephone Company?

A- Yes, sir.

(SAME OBJECTION TO THE ABOVE QUESTION AND ANSWER).

Q- Are you a man of large business affairs?

A- I am considered a good, substantial merchant;- I believe I am.

Further this deponent saith not.

N. T. BRASSWELL RECALLED. EXAMINED BY MR. WILLIAMS.

Q- I believe you testified before that you had known Charlie Wright all his life? Now, tell us what you know of Charlie Wright's mental condition.

(MR. CORBITT OBJECTS TO THIS QUESTION ON THE GROUND THAT THIS WITNESS HAS NOT SHOWN THAT HE IS CAPABLE OF TESTIFYING AS TO HIS MENTAL CONDITION, AND IS NOT QUALIFIED AS AN EXPERT. FURTHER THAT THE QUESTION IS IRRELEVANT AND IMMATERIAL).

A- Well, I do not think he has really good mind as some people.

Q- How would you say that his mind or ability, would compare with an ordinary child of, say four or five years of age?

(QUESTION OBJECTED TO FOR REASON HEREINABOVE GIVEN).

A- You all asked me a pretty hard question. I do not think his mind is as good as it ought to be, so far as I know about it. He do not act and do like a man with a good sound mind.

Q- How would you compare his intelligence, or sense, as we ordinarily call it, with a child of four or five years?

A- I do not know, Mr. Williams.

Q- Which would you consider to be more competent to enter into a real estate deal -- an ordinary, normal child of five years of age, or this boy, Charlie Wright?

(MR. CORBITT OBJECTS TO THIS QUESTION FOR REASON HEREINABOVE GIVEN, AND FOR THE FURTHER REASON THAT THE QUESTION IS LEADING).

A- Well, I just about as soon take the five year old boy as to take him.

Further this deponent saith not.

W. H. BRASSWELL, BEING RECALLED, TESTIFIES AS FOLLOWS:
EXAMINED BY MR. WILLIAMS.

Q- Mr. Brasswell, how long have you known Charlie Wright?

A- I have known him ever since I have known any body.

Q- What is the condition of his mind?

A- I do not think he is really bright, he do not act like it, and do not seem like he is.

(MR. CORBITT OBJECTS TO THIS QUESTION AND ANSWER ON THE GROUND THAT IT IS IRRELEVANT AND IMMATERIAL, AND FOR THE FURTHER REASON THAT THE WITNESS IS NOT QUALIFIED AS AN EXPERT NOR SHOWN HIMSELF COMPETENT TO TESTIFY ON THE SUBJECT).

Q- Which, from your knowledge of Charlie Wright, would be more competent to enter into a transaction involving the sale of land, an ordinary normal child of the age of five years, or Charlie Wright?

(MR. CORBITT OBJECTS TO THIS QUESTION FOR THE REASON ABOVE GIVEN, AND FOR THE FURTHER REASON THAT IT IS LEADING).

A- Well, I just about as soon take the child five years old, I believe, as him.

Further this deponent saith not.

SAME WITNESS EXAMINED BY MR. CORBITT.

Q- You heard your brother testify about the same subject a minute ago?

A- Yes, sir, I was standing in the other room.

Q- You and your brother very friendly to Charlie Wright?

A- Do not take him to be no friend of mine. No friend of mine.

Q- You simply testified, you and your brother, because Mr. Clarence Edwards asked you to come here today to testify?

A- Yes, sir.

Q- Did Mr. Clarence Edwards ask you to testify in reference to this boy's mental condition?

A- No, sir.

Q- What did Mr. Clarence Edwards say to you about this boy's mental condition?

A- Nothing in the world.

Q- Who has said anything to you about it?

A- No one at all.

Q- Has Mr. E. H. Williams, attorney in this suit, talked to you about it? before you just testified?

A- No, sir.

Q- You have testified before today, and you have just been recalled to testify about Charlie Wright's mental condition.

A- Yes, sir; yes, sir.

Q- Between the time that you first testified, and the time you are now testifying, did not Mr. E.H.Williams talk to you about what you thought about Charlie Wright's mental condition?

A- No, sir.

Q- Did not he meet you and your brother, Mr. Brasswell, at the head of the steps of this building, just before you came into the room, with your brother, and ask you about this matter?

A- He met my brother, but did not meet me.

Q- Did you hear him talk to your brother about it?

A- No, sir; I was coming up the steps.

Q- Did you hear what he said to your brother about it?

A- No, sir.

Q- Who else did he talk to about it?

A- I do not know that he talked to any one else.

Q- Who was present at the head of the steps besides your brother and Mr. Williams?

A- Mr. Gay came up the steps behind me; he thought that he was also called back.

Q- Was Mr. Clarence Edwards with Mr. Williams?

A- No, sir; no, sir. This Charlie Wright boy came back too, but he went back down.

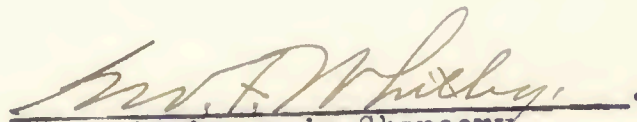
Further this deponent saith not.

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

I, Geo. F. Whitley, a Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, State of Virginia, do hereby certify that the foregoing depositions of Rectorland Stanley Bossmon, John Gay, W. H. Griffin, N.P. Brasswell, W. H. Brasswell and P. D. Gwaltney, Jr., were duly taken, and sworn to, before me at the place and time mentioned therein, and in the caption thereof pursuant to the annexed notice. And I do further certify that both, ~~Counsel~~ Counsel for Plaintiff and Defendants waived the signing of the depositions by the said deponents.

Given under my hand this 24th day of July 1917.



Commissioner in Chancery.

Fee, \$5.00.

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Charles Wright,

VS) IN CHANCERY,

F. L. Gwaltney, et al.

DEPOSITIONS OF RECTORLAND

STANLEY BOSSEMAN, et al.

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

COMMONWEALTH OF VIRGINIA,

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

We command you that you summon P. D. Gwaltney, Jr., and Estelle Gwaltney, his wife, to appear in the Clerk's Office of the Circuit Court of the County of Isle of Wight on the third Monday in September, 1916, to answer a bill in chancery exhibited against them by Charles Wright. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court,
at the Courthouse, this 11th. day of September, 1916.

Teste, A. S. Johnson Clerk.

E. H. Williams, p.g.

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT
Sept 15 1916
Noted Recd
Teste, *Alfred W. Clerk* Clerk.

Subpoena

*Wright
v. J. Shaver
Gwaltney*

X
I executed the within summons this the 15 th, day of
September 1916, in the County of Isle of Wight by serving
a true copy of the same on P. D. Gwaltney Jr., and Estelle
Gwaltney, his wife, in person at their residence in said
County.

P. Augustus Edwards
Sheriff of Isle of Wight County.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

CHARLES WRIGHT,

COMPLAINANT.

v.

P. D. GWALTNEY, JR., and ESTELLE DARDEN
GWALTNEY,

DEFENDANTS.

The joint answer of P. D. Gwaltney, Jr., and Estelle Darden Gwaltney, his wife, respondents, to the bill of complaint filed against them in the Circuit Court of Isle of Wight County, Virginia, by Charles Wright.

These defendants, now and at all times hereafter, saving and reserving to themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and insufficiencies in the said bill contained, for answer thereto, or to so much thereof as they are advised it is material or necessary for them to answer, these defendants answering saith:

They are informed and believe that Nathaniel Wright, the father of Charles Wright, executed the deed to Sarah C. Wright, alleged by the complainant to be recorded in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book 50, Page 536, what purports to be a copy of the same being filed as "Exhibit A" with the bill, but call for strict proof of the deed.

These respondents do not know when Nathaniel Wright departed this life but are informed and believe that he died many years ago, nor do they know when Sarah C. Wright departed this life. They are informed and believe that she died some time during the year ^{1916 and not} 1915 as alleged in the bill but call for strict proof of same.

These respondents admit that the only surviving children of Nathaniel Wright, deceased, are Lucy Jones, who was Lucy

Wright, the wife of Charles M. Jones, and Charles Wright, the complainant.

These respondents admit that Lucy Jones, who was Lucy Wright, by deed duly recorded in the Clerk's Office of Isle of Wight County, Virginia, conveyed to P. D. Gwaltney, Jr., her interest in the land in question as will appear by a copy of the deed duly filed as "Exhibit B", with complainant's bill, but deny that this interest was a one-half interest for the reason that at the time of the execution of this deed Sarah C. Wright, the mother of Lucy Jones and Charles Wright, and who had had a life estate in the property in question, was alive, her life estate, however, having been previously conveyed to the respondent, P. D. Gwaltney, Jr.

These respondents deny that Charles Wright owns any interest whatever in the land in question.

These respondents deny that the tract of land contains one hundred (100) acres and that its fee simple cash value is TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00).

These respondents admit that the timber on the said real estate has been sold, the same cut and removed, and admit that P. D. Gwaltney, Jr., has not accounted to complainant, Charles Wright, for the reason that Charles Wright has no interest in the said property nor had any at the time the timber was sold.

These respondents admit that Charles Wright conveyed his interest in the said property to P. D. Gwaltney, Jr., by deed dated March 21st, 1912, and recorded in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book 79, Page 497, the consideration being the sum of SEVENTY-FIVE DOLLARS (\$75.00) but deny that the said Charles Wright was an infant at the time of executing the said deed.

These respondents also deny either of them ever being notified by Charles Wright that he disaffirmed the said

deed and more particularly deny that P. D. Gwaltney, Jr., was so notified by Charles Wright "on attaining the age of majority", the said Charles Wright being over twenty-one (21) years of age when the deed was executed by him.

These respondents deny that P. D. Gwaltney, Jr., used any advantages over the complainant to take an unfair advantage of him and to drive an unconscionable bargain, and further deny that the purchase price paid by the said P. D. Gwaltney, Jr., for the interest of Charles Wright was so greatly, grossly and shockingly inadequate as to amount to a fraud upon the complainant, on the contrary these respondents say that a reasonable price was paid him for the property at the time his interest was purchased. They further deny that the said Charles Wright is illiterate and weakminded and that he has never had any experience in business and has no idea of the value of land or other property and that he has lived in the most abject poverty all his life.

These respondents deny all allegations in the said bill not specifically admitted in this said answer and call for strict proof of same.

These respondents further say in defense to the said bill that if the complainant ever had any cause of action against them, or either of them (which these respondents expressly deny), by reason of the allegations in his bill, or matters therein mentioned, the same is long since barred by laches and he should not now be permitted to assert it in a court of equity, the said deed from the complainant to the defendant, P. D. Gwaltney, Jr., conveying all of his interest in the land mentioned, having been executed, acknowledged and delivered by him to the defendant, P. D. Gwaltney, Jr., on March 21st, 1912, and this suit not having been instituted until September 11th, 1916, during which time the respondent, P. D. Gwaltney, Jr., was in exclusive possession of the said

land, until he, before the entering of this suit, first disposed of the timber on the said land and then of the land itself, while for the delay in bringing the suit no reasonable or legal excuse has been given by the complainant.

And now, having fully answered the complainant's bill, these respondents pray hence to be dismissed with their reasonable costs in this behalf expended. And they will ever pray &c.

James H. Barlett p.d.

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VIRGINIA:

IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY.

CHARLES WRIGHT,

v.

P. D. GWALTNEY & ESTELLE DARDEN
GWALTNEY, HIS WIFE.

A N S W E R.

Filed Nov 28/1918

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

CHARLES WRIGHT, ... PLAINTIFF.

vs) CHANCERY.

P. D. GWALTNEY, JR., and

ESTELLE DARDEN GWALTNEY, ... DEFENDANTS.

TO THE HON. B. D. WHITE, JUDGE OF THE SAID COURT:

Your complainant, Charles Wright, respectfully represents, that your complainant's father, Nathaniel Wright, in his lifetime, being seized and possessed of certain real estate lying in the County of Isle of Wight, Virginia, did, by his deed bearing date December 2nd, 1886, and of record in deed book number fifty, page five hundred and thirty-six, in the Clerk's office of the Circuit Court of said County, conveyed to Sarah C. Wright, the mother of your said complainant, a life estate in a tract of land containing sixty-nine and one-quarter acres, said tract of land being fully described in said deed, a copy of which is herewith filed, marked exhibit "A", and made a part of this bill, with remainder over to the children of the said Nathaniel Wright, as appears by said deed, marked exhibit "A", as aforesaid;

And, that the said Nathaniel Wright departed this life about twenty years ago; and that the said Sarah C. Wright departed this life some time during the year 1915;

That the only children now surviving Nathaniel Wright, deceased, are _____
_____, and your complainant, the

said Charles Wright;

And, that the said _____ Wright, by der deed duly of record in the Clerk's Office of the said County, conveyed to the said P. D. Gwaltney, Jr., her one half interest in the said land, as will appear by a copy of the said deed, hereto attached, marked exhibit "B", and made a part of this bill;

And, that your complainant, the said Charles Wright, owns an undivided one half interest in the said land; and, that the said real estate is, as he believes, susceptible of partition between the parties entitled thereto: but, should the property not be divisible in kind, your complainant believes, and here states that the interest of those who are entitled to the said real estate or its proceeds, will be promoted by a sale of the whole of same, or by an allotment of part and sale of the residue;

And, that your said complainant believes that the said tract of land contains at least one hundred acres, and is of the fee simple value of twenty-five hundred dollars;

And, that the said P. D. Gwaltney, Jr., has heretofore sold and conveyed the timber on the said real estate to a Mr. Elliott for the sum of one thousand, two hundred and fifty dollars, as will appear by a copy of the deed hereto attached, marked exhibit "C", and made a part of this bill; and, that the said timber has been cut and removed by the said Elliott; and that the said P. D. Gwaltney, Jr., has not accounted to your said complainant for his one half interest in the said timber;

And, that your complainant, the said

Charles Wright, while an infant, by his deed bearing date of March 21st, 1912, and of record in said Clerk's office in deed book No. 79, *copy of which is filed herewith marked Exhibit D* page 497, conveyed to P. D. Gwaltney, Jr., for the sum of seventy-five dollars, all of his interest in the said land;

And, that your complainant, the said Charles Wright, on attaining the age of majority, notified the said P. D. Gwaltney, Jr., that he, the said Charles Wright, disaffirmed the said deed;

And, your complainant further charges and alleges that he, the said Charles Wright can neither read nor write; that he is absolutely illiterate and weak-minded; that he has never had any experience in business, and has no idea of the value of land or other property; that he has lived in the most abject poverty all of his life, while the said P. D. Gwaltney, Jr., possesses great wealth; and is a shrewd and experienced business man and land speculator; that the said P. D. Gwaltney, Jr., used his great advantage over your said complainant to take an unfair advantage of him, and to drive an unconscionable bargain; and that the purchase price paid by the said P. D. Gwaltney, Jr., for the lands of your said complainant is so greatly, grossly, and shockingly inadequate as to amount to a gross fraud upon your complainant.

In consideration whereof, and forasmuch as your complainant is remediless save by the said of a court of equity, he prays that the said P. D. Gwaltney, Jr., and the said Estelle Darden Gwaltney, may be made parties defendant to this bill, and required, but not on oath to answer the same; the oath being hereby waived; that process issue; that the said estate be divided be-

tween the parties entitled thereto; or, if it cannot be so divided that it may be sold, and the proceeds divided between the said parties; that the said defendants be compelled to make an accounting of the rents, issues, profits and income from the said property since the time the said Sarah C. Wright departed this life; that the said defendants be compelled to account for all monies and receipts from the sale of the timber on the said land; that the said deed of Charles Wright to the said P. D. Gwaltney, Jr., bearing date the 21st day of March, 1912, and of record in deed book No. 79, page 497, be declared null and void, and be annulled, cancelled and set aside; that all proper orders and decrees taken, and inquiries directed; and that proper fees may be allowed your complainant's counsel for his services in this cause; and that your complainant may have all such further and other and general relief in the premises as the nature of his case may require, or to equity shall seem meet.

E. H. Williams, p.q.

Charles Wright
By Counsel

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Charles Wright,

vs) In Chancery.

P. D. Gwaltney, Jr., et ux.

Second September Rules 1916
Process returned executed.
Continued for Bill

Third September Rules 1916
Continued for Bill

Second October Rules 1916
Bill filed - docket rise

First November Rules 1916
Defendant not appearing
Case set for hearing

ERNEST H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA