

1919-009 Chancery Causes: Morris A. Edwards vs R. J. Edwards
Isle of Wight County

290

other surnames: Anthony,
Rowell, Thomas, Deans,
Johnson, Spivey

M. A. Edwards

v. *vs*

R. J. Edwards.

Bill of Complaint.

2nd. December Rules, 1918:
Process returned executed. Bill filed. Decree nisi.

3rd. Defendant not appearing
cause set down for hearing.

PARKE P. DEANS
ATTORNEY-AT-LAW
WINDSOR, VIRGINIA

(100) That your complainant has offered the defendant the entire purchase price in the month of August, 1918 and the defendant has refused the same.

(11) That your complainant has always been ready to pay the sums as required and always ready to fully perform his part of the contract and furthermore your complainant is now ready and continues to be ready to perform his part of said agreement.

In consideration whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant therefore prays that the said R. J. Edwards may be made defendant to this bill and required, but not on his oath, to answer the same, the oath being hereby waived; that the said defendant may be decreed specifically to perform the said agreement entered into with your complainant as aforesaid, and to make a good and sufficient deed to your complainant for the said described premises; your complainant being ready and willing, and hereby offering specifically to perform the said agreement on his part, and upon the defendant's making out a good and sufficient title to the said premises and executing a proper conveyance therefor to your complainant, pursuant to the terms of said agreement, to pay to the defendant the residue of the purchase money; 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.

And he ever prayeth.

M. A. Edwards
Complainant.

Wm. B. Davis
Counsel

(5) When the payments as required by the contract became due and payable, the father stated that he only wanted the interest on their purchase price and that amount has been paid by your complainant and accepted by your defendant each and every year thereafter. Your complainant further stating that he was ready at all times to comply with his part of the contract and would have done so had not his father preferring ^{to} ~~the~~ accept only the interest.

(6) That during the year 1915, the father with the consent of the two sons divided the aforesaid tract of land between the two boys, using the right of way that the father had previously reserved as the dividing line, placing the son, George W. Edwards in possession of the north side of the road and your complainant on the south side of said road, a description of said part is as follows:

All that certain tract of land situate in Newport Magisterial District, Isle of Wight County, Virginia containing forty acres, more or less, and adjoins the lands of Henderson Jones, Tony Allmond, J. E. White's Estate, R. J. Edwards and George W. Edwards.

(7) That the father upon dividing the land agreed among the boys that George W. Edwards was to pay a balance of three hundred dollars and that your complainant was to pay a balance of six hundred dollars.

(8) That your complainant being the owner and having the control of same has improved the land, cut down woodland and cleared up a large portion of same and in addition thereto has erected a new dwelling house that he, his wife and children might be the more comfortable.

(9) That since the making of the contract the father has remarried and has a family other than the brothers and sister of your complainant, and that the father is a man of strong prejudice and much temper and that during the past summer had some trouble with a younger brother and on account of your complainant not taking an active part on behalf of the father in this fuss, he the said father became very mad with your complainant and now refuses to carry out the contract and is trying to avoid same.

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

M. A. Edwards

Complainant

v.

R. J. Edwards

Defendant

To the Honorable Circuit Court of Isle of Wight County:

Your complainant respectfully represents:

(1) That R. J. Edwards a citizen of Isle of Wight County, Virginia is the father of a large family and owner of considerable real estate in the aforesaid County.

(2) That after the eldest sons had left home, the said R. J. Edwards wanting to keep two of his sons who were just over their majority, near him agreed with these two sons to purchase a tract of land known as the "Henry Butler Tract" and after said purchase, he, the said R. J. Edwards, entered on the 6th day of January, 1914, into a written contract with the said two sons, George W. Edwards, now in the United States Army and in France and your complainant, M. A. Edwards, a citizen of Isle of Wight County, Virginia for the sale of the aforesaid tract of land.

(3) That the purchase price to be paid by them was to be one thousand and forty dollars, of which sum one hundred and forty dollars was to be paid in cash and the balance (nine hundred dollars) was to be paid in three equal payments on the first day of December of the years, 1914, 1915 and 1916 respectively. The father reserving unto himself a right of way twenty feet wide which was then in use in order that he might reach his other farm called the "Ellsberry Tract".

(4) That the said sons paid the cash payment of one hundred and forty dollars as required by the contract and entered upon the land and from that time until now have had possession and control of the same.

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Morris A. Edwards

vs) Chancery. No. 289

R. J. Edwards

Subpoena.

Served the within this the 2nd day of
Dec. 1918 by S. L. [unclear] [unclear]
copy of the same on R. J. Edwards in
presence of [unclear] in the County of Isle of Wight.
R. A. Edwards.
Sheriff of Isle of Wight

By A. L. Cifer J.S.

Returned filed Decem
3rd 1918
Wm. A. Johnson. Clk.

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon R. J. Edwards to appear at the Clerk's Office of the Circuit Court for the County of Isle of Wight, at the rules to be holden for said court, on the third Monday in December, 1918, to answer a bill to be filed, in chancery, against him, by Morris A. Edwards. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse of said County, on the 27th. day of November, 1918.

Teste, *A. S. Johnson* Clerk.

Parke P. Deans, p.g.

M. J. Edwards

27 Cy

R. J. Edwards

Reuben

That finding W^m Anthony at his usual place of abode,
executed the within warrant this 8 day of Apr. 1819
by serving a true copy of same on his daughter for the
said W^m Anthony and explained to her the purpose of
same, she being a member of the family of the said W^m Anthony,
and over the age of sixteen years, in the County of Isle of Wight.

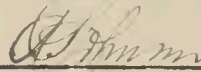
R. J. Edwards Sheriff
D. S.

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon William Anthony to appear before the undersigned, a commissioner in Chancery of the Circuit Court of the County of Isle of Wight, at the office of E. H. Williams, Attorney at Law, in the town of Windsor, County of Isle of Wight and State of Virginia, on the 9th. day of April, 1919, at eleven o'clock A.M. to testify for the complainant in a certain proceeding in chancery, in which M. A. Edwards is complainant and R. J. Edwards is defendant, and have then add there this writ.

Witness, A. S. Johnson, Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, at the Courthouse of said County, this 7th. day of April, 1919.



Commissioner in Chancery.

EDWARDS,

vs) D E P O S I T I O N S:

EDWARDS.

ERNEST H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA

at the time and place and for the purpose in the caption mentioned, and the signatures thereto were waived by counsel.

Given under my hand this 9th. day of April,
1919.

COMMISSIONER IN CHANCERY.

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RE-CROSS EXAMINATION.

By Mr. Williams:

Q. To whose credit is that money?

A. To the credit of W. T. Addison, subject to my charging his account and delivering to Mr. Edwards when the deed is delivered.

Q. You have never offered to pay the money to Mr. R. J. Edwards.

A. No.

Q. You were never authorized to offer the money to Mr. R. J. Edwards.

A. I was authorized to pay him.

Q. You were authorized to pay him when deed was brought from him to Morris Edwards.

A. Who you calling him?

Q. I mean R. J. Edwards.

A. I can answer that by saying I was authorized to pay money when deed was delivered.

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BY MR. DEANS:

For the present I rest.

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VIRGINIA:

County of Isle of Wight, to-wit:

I, A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County aforesaid, and State of Virginia, certify that the foregoing depositions of M. E. Edwards, J. D. Edwards, A. C. Edwards, William Anthony, L. B. Edwards, Mrs. Lenius Edwards and Jas. R. Rowell, Jr., were duly taken and sworn to,

for you to pay to Mr. R. J. Edwards any money upon the delivery of a deed; if so, state so far as you recollect the circumstances.

BY MR. WILLIAMS: Question objected to as irrelevant and immaterial.

A. Mr. W. T. Addison came into the bank with Mr. Morris Edwards and authorized me to charge his account with \$600.00, as I remember it, am not absolutely certain as to number of hundreds of dollars, when deed from his Father was executed to him, and pay it over to Mr. R. J. Edwards, his Father.

Q. You would have done so?

A. Yes.

CROSS EXAMINATION.

By Mr. Williams:

Q. When was this?

A. I do not remember dates.

Q. Was it some time like last Fall, or year before?

A. Well, as I stated, I do not remember dates. We have a good many transactions and I do not remember dates - I remember circumstances very distinctly.

RE-DIRECT EXAMINATION.

By Mr. Deans:

Q. Don't you recall it was last year?

A. I will state this much; that at the time Mr. Addison came in the money was on hand and I was instructed to pay it over and the money stayed there until after considerable time. Afterwards Mr. Addison came in and said they were having some trouble getting the deed, but he did not even then withdraw the authority, and to-day the authority has not been withdrawn and if the deed was forthcoming I do not see why I would not be in a position to pay it.

theirs anyway.

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DIRECT EXAMINATION.

MRS. ANNIE EDWARDS, being duly sworn, deposes and saith:

By Mr. Deans:

Q. Please state your name, residence and occupation.

A. Mrs. Lenius Edwards; Isle of Wight County; Housekeeper.

Q. That was your husband that just testified.

A. Yes.

Q. Did Mr. Dick Edwards ever tell you anything about buying a place for George and Morris Edwards, his two boys; if so, state what he said?

A. He told me that his first wife wanted him to buy that piece of land for those two boys and that he bought it for George and Morris; that is what he told me.

Q. Are you related to Mr. R. J. Edwards, except by marriage?

A. No, except by marriage.

BY MR. WILLIAMS:

Q. When did that conversation occur?

A. About five years ago.

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DIRECT EXAMINATION.

MR. J. R. ROWELL, JR., being duly sworn, deposes and saith:

By Mr. Deans:

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

A. Jas. R. Rowell, Jr., Cashier of The Merchants & Farmers Bank, Smithfield, Va; age 36; Smithfield, Virginia.

Q. Mr. Rowell, was any arrangement made by Morris Edwards

Q. Do you know how long Morris has been on this place?

A. No, sir, I do not know. I could not tell you exactly - don't know when he first started.

CROSS EXAMINATION.

By Mr. Williams:

Q. From your conversation with Mr. R. J. Edwards you understood this land was to belong to the boys at his death; they were just to pay interest and taxes.

A. All I know is just like I told Mr. Deans. He bought the place for Morris and George and as long as they kept taxes up and interest, which was about \$36.00 a year, at his death it would be their place. Did not think they would be able to pay for it.

Q. Did he buy it with the understanding he would sell it to them and they only pay interest and taxes?

A. Could not tell you about bargain, as I do not know. I do not suppose it was under those conditions, but I do not know. Just walking down the path and he told me that.

Q. That was about two years ago.

A. I think so.

Q. Who was present?

A. Don't think there was anyone but me and him. I was there to spend the day with him. We went over to the Addison place. Said he was going to give that place to them, one side to George and one to Morris, just as long as they paid interest and taxes.

Q. Did he say anything about keeping the place up?

A. No, sir. Was going to give them the place at his death, just so they paid taxes and interest.

Q. That they could not pay for it anyway?

A. Yes, that they could not pay for it anyway, and he was going to do that way and, of course, at his death it would be

RE-DIRECT EXAMINATION.

By Mr. Deans:

Q. Did you carry any money last December from Morris to his Father?

A. Yes.

Q. How much did you carry and how much did you bring back?

A. Carried \$40.00 and brought back \$4.00.

Q. Did Mr. Edwards give you a receipt?

A. Yes.

Q. Did you read the receipt?

A. No, sir, I did not.

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DIRECT EXAMINATION.

MR. LENIUS EDWARDS, being duly sworn, deposes and seath:

By Mr. Deans:

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

A. L. B. Edwards; 33; Isle of Wight County; farming.

Q. Are you related to Mr. R. J. Edwards; if so, say what kin?

A. Own Uncle to me.

Q. Have you had any conversation with Mr. Edwards about buying a piece of land on which Morris Edwards now lives; if so, state that conversation.

A. All I know about it is he told me he bought the place for Morris and George and just so they kept taxes up and interest, which was \$36.00 a year, that at his death, of course, it would be their place. Did not think they could pay for it.

Q. When was this conversation?

A. About two years ago. Did not put it down because did not expect to hear from it again.

A. Don't know the day or what we were doing. Worked all Summer
Were down about the lot somewhere.

Q. Who else was present?

A. No one but I and him.

Q. And you do not know when the contract, or sale, took place,
do you?

A. What sale?

Q. Has he ever sold the place to him, Morris Edwards, as you
know of?

A. He told me he bought the place for the boys, that is all I
know.

Q. That is all you know about the sale part of it.

A. Yes.

Q. And he told you that in 1912.

A. I think so as near as I can recollect. 1912 when he bought
the place.

RE-DIRECT EXAMINATION.

By Mr. Deans:

Q. Has he ever told you since 1912 about the place being Morris's?

A. I just now said he told me last year.

RE-CROSS EXAMINATION.

By Mr. Williams:

Q. You mean to say that Mr. Edwards told you last year this was
Morris' place?

A. He told me last year the place was the boys.

Q. And then he told you at the same time he would not take any
money for it.

A. No, sir.

Q. When did he tell you he would not take any money for it?

A. Some time in the Fall, about August.

A. I am trying to think what he did say. I do not want to tell anything I do not know anything about. As far as I can recollect, he told me the boys would not stick to him and that he was not going to stick to them. If there was anything else right along there I cannot remember.

Q. What did he say to you was the cause of his not taking the money?

A. Well, he said if he ~~were~~ to take the money the boys would not treat him right after they got it and he better let it stay like it was, or something like that, as well as I can remember.

CROSS EXAMINATION.

By Mr. Williams:

Q. Did he not tell you at the time that Morris wanted to buy that place for \$600.00?

A. Well, yes he told me.

Q. And he told you he was not going to sell the place to him because the boys would not stick to him.

A. He did not say would not sell it, would not "Take" it. He refused to take it.

Q. You just stated in your answer a minute ago that Mr. Edwards said Morris wanted to buy the place for \$600.00.

A. I did not understand it that way, did not hear the amount.

Q. Did you hear any amount mentioned?

A. Not in here.

Q. Did you hear Mr. Edwards mention any amount?

A. I do not know positively whether I did or not. Do not think I did.

Q. Where ~~were~~ you when this conversation occurred?

A. Down about the lot working.

Q. What were you doing?

not really state why he did not take it, don't seem like to me.

Q. Did he not tell you something about the boys would not stand by him?

A. He spoke of that too, but that was not concerning buying the place I do not suppose. He simply told me the boys would not stick to him like they ought to.

Q. It was about the time he had this trouble with his younger boy.

A. Some time after that.

Q. Tell me exactly what Mr. Edwards did say to you about this.

(WITNESS PAUSES)

A. Have to study over it, don't want to tell anything but what he did say. You want to know what he says.

Q. Yes,

A. Well, he just simply said that --- I hardly know the exact answer to give, I did not try to keep everything in my head he did say, it was not particular to me to keep in my mind --- He said the place was the boys, just bought it for the boys, did not buy it for himself.

Q. I am speaking of the time he told you last Summer when he was mad with Morris.

A. Well, I do not know what he said when he was mad. I did not know when he was mad and when he was not mad. Worked there every week. He simply told me, I do not know what day.

Q. Did not Mr. Edwards say something to you about his boys would not stick to him and he was not going to stick to his boys?

A. I think he did say something to me.

Q. Go ahead and tell me.

(LONG PAUSE)

Q. Going to answer that or not?

A. Yes, sir.

Q. Has Mr. R. J. Edwards had any conversation with you about a land deal between him and his son, Morris?

A. Who, Mr. Edwards?

Q. Yes.

Q. How you mean?

Q. Has he ever talked with you about it?

A. He spoke to me about it when he first bought the place.

Q. Tell me what he told you?

BY MR. WILLIAMS: I object to any verbal statements may be made as to what may be the contract between these parties, as contract itself is the best evidence.

A. He just told me he had bought the place for the two boys, Morris and George. He did not buy it for himself. I did not know anything about it or asked him anything about it - just learned from him. He just spoke about it.

Q. How long has Morris Edwards been on this piece of land?

A. As well as I can recollect, it was 1912 he bought.

Q. Has he had it ever since?

A. As far as I know, excusing one year he went to Mr. Stotts. He stayed there first year.

Q. Did Mr. Dick Edwards tell you last Summer anything about Morris wanting to pay him anything for the real estate?

A. He spoke to me about Morris wanting to pay him for the place. Said he had provided the money and told him it was at the bank, or somewhere, and he could get it when he got ready. That is all.

Q. What reason did he give you for not taking the money?

A. I do not know positively whether he gave me direct reason or not. Seems there was some difficulty between them some where. Did

Q. When was last time you went to see your Father?
A. Saturday I was just speaking about.
Q. How long ago was that?
A. That was last year about this time - could not state date.
Q. How far do you live from him?
A. About 2-1/2 miles from him.
Q. Do you speak to him when you see him?
A. Yes, when I see him.
Q. But you do not go there any more.
A. No, he gave me orders to stay away.
Q. Did he, Father, say, when talking with you, anything about when Morris was to pay \$600.00?
A. No.
Q. Did he say Morris was to pay \$600.00?
A. No.
Q. In other words, did he say he had given place to Morris?
A. No.
Q. What he told you was he had divided place.
A. He told me he would not bother them about the money, just pay interest and taxes and he would leave it to them at his death.
Q. And that is all you know about this case.
A. Yes, sir.

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DIRECT EXAMINATION.

WILLIAM ANTHONY, being duly sworn, deposes and saith:

By Mr. Deans:

Q. Please state your name, age, residence and occupation?
A. William Anthony, 39, Isle of Wight County, farming.
Q. Do you know Mr. R. J. Edwards and Morris Edwards? .

Q. Have you had any conversation with your Father concerning a piece of land on which Morris Edwards now lives; if so, state what you know and heard him say concerning the same.

A. BY MR. WILLIAMS: I object to your witness detailing any conversation as to what was the contract between the parties to this suit, as the contract itself is the best evidence.

A. Before I left my Father this land was sold, I was with him during the time. My Mother asked him to buy it for my two brothers, Morris and George. He said he did not need any land himself; had all he wanted for his use but he would buy it for them. He bought it for them and from that on he called it Morris' and Georges up until I left home, and I was down there one Saturday night last year about this time and he and myself walked down to the back field to see some rye sowed down there and he told me about the land being divided and he said he did not want to bother them about paying him as long as they kept up interest and paid taxes.

Q. How much land do you think Morris has cleared up?

A. I think he has cleared good full two acres, from the looks of it

Q. Has he made any other improvements there?

A. Yes, sir. Cut down some bottoms that run through the field.

Q. Has he built a house?

A. Yes, sir. Built a house.

CROSS EXAMINATION.

By Mr. Williams:

Q. Are you and your Father on good terms?

A. I have no harm against him. I do not know what he has against me.

BY MR. DEANS: I object to that question as it is irrelevant.

A. I reckon so.

Q. Does your Father owe anybody anything?

A. I do not know whether he does or not.

Q. You have heard your Father say a good many times he did not owe anybody anything.

A. Yes, sir.

Q. Did you believe him?

A. I thought if he said so he did not.

Q. You could not gather from your conversation with your Father as to when the \$300.00 and \$600.00 was to be paid?

A. No, I could not. Under circumstances like he said. I suppose it meant any time they were able to pay. I should have taken it that way if it had been myself.

Q. And that is all you know?

A. Yes, sir, that is all I know.

Q. Bought one role of wire to your knowledge?

A. Yes, sir. My team carried it to that place. Used rails in fixing fence up.

Q. You fix up fence if renting land, do you not?

A. Yes, but don't buy wire and pay for it. I buy it on my place and pay for it, the place I bought for myself. He bought wire from me to put on his place.

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DIRECT EXAMINATION.

A. C. EDWARDS, being duly sworn, deposes and saith:

By Mr. Deans:

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

A. A. C. Edwards; 22; Isle of Wight County; farming.

Q. What relation are you to R. J. Edwards and M. A. Edwards?

A. R. J. Edwards is my Father - Morris Edwards my brother.

heard your Father say one was to pay \$600.00 and the other \$300.00.

A. I think it was the year that he came back from Mr. Stotts and moved down there. It was something said about dividing before they came to the point.

Q. Who was present when you and your Father had conversation?

A. About place?

Q. About \$600.00 and \$300.00.

A. He and myself and I think my wife. We were walking around there - he wanted to show me the stock.

Q. When was Morris to pay the \$600.00?

A. Well, I do not suppose he was to pay it at any particular time, because he said as long as they paid interest and taxes he would not bother. Said they made payment, I do not know exact amount, somewhere between \$100.00 and \$200.00 in the beginning.

Q. Was this \$600.00 to be paid at the time of his death, or when?

A. He did not say. Just so interest and taxes were paid he would not bother them. Could have the money to use on their farm to bring it up. I do not know exact time or date as I did not think anything like this would occur.

Q. You did not pay any special attention to it.

A. We were talking and I remember what he said about it.

Q. Were you ever present when Mr. Edwards agreed that this place was to be these boys when he should die?

A. I do not think I was for certain.

Q. You do not know anything about that part?

A. When he told me that day about it he said he would never bother them about the money as long as they kept up interest and taxes, as when he died it would be theirs anyway.

Q. Anyway he was going to give it to them when he died.

A. I do not know anything but what he said. Don't know what he meant.

Q. Your Father generally means what he says, does he not?

said he threatened to burst his brains out, or something. He said then he thought I was the cause of him leaving, which I kept him longer than he would have stayed telling him to stick to him. I thought if I could not stop there unless something untrue was told on me I would not go.

Q. How far does he live from you?

A. About mile or 1-1/4 miles.

Q. You said you had a conversation with your Father in 1916, went Morris worked at Mr. Stotts and that you understood that Morris was to pay \$600.00 and the other boy \$300.00.

A. When he was speaking about dividing place, could not say whether it was exactly that time or not. Speaking about boys paying for place, he said they had made a payment and he would not bother them for other part of money as long as they paid interest and taxes.

Q. You said in answer to one of Mr. Dean's questions that your Father told you Morris was to pay \$600.00 and brother \$300.00.

A. Yes, sir, when they spoke of dividing it.

Q. When did they speak of dividing it?

A. My Father said something about dividing it year he was at Mr. Stotts, but I do not know whether they exactly divided then or not.

Q. Was that the time that your Father told you one was to pay \$600.00 and the other \$300.00.

A. It was not that day.

Q. Was it that year?

A. I do not know. It was the year they were speaking of dividing it. Brother spoke to me first. I asked Father about it and he said he thought they would, each one have their part to work on.

Q. I am going to ask you to tell me which year it was that you

to pay \$600.00 and brother George was to pay \$300.00.

Q. When was this conversation?

A. About time he was speaking about it while my brother was at Mr. Stotts, cannot say exactly. Went over there most any time, living close. When riding to other farm went through this farm, had some black peas sowed over there.

Q. What improvements has Morris made on his part of the farm?

A. Well, he has built himself a house, cleared probably 2 to 2-1/2 acres that was pretty difficult to clear - was left to grow up. Cut down bogs in the field that was dangerous, fixed fence up, and put role of wire there to my knowing since he has been there.

Q. What would you say would be the dimensions of house Morris has built there?

A. I could not tell exactly, Mr. Deans. I suppose the house is thirty (30) feet long, or something like that, maybe sixteen (16) feet or seventeen (17) feet wide. Large enough for two rooms and a hall, did not help build it.

Q. Do you know when this house was built?

A. Knew the time it was being built, could not tell exact time. Build when he had chance, a little at a time, did most of work himself. Also built a crib, an outhouse and some shelters.

CROSS EXAMINATION.

By Mr. Williams.

Q. How do you and your Father get along?

A. All right as far as I am concerned. No trouble on hand.

Q. When was the last time you went to see him?

A. Last July, twelve months ago, one rainy Sunday.

Q. Why have you not been to see him since?

A. He had some trouble with one of my younger brothers and he went away the next morning, while I was talking to him. The boy

Q. If so, state what you have heard him say?

A. When the place was to be sold I asked him if he was going to buy it, and he said that he had as much land as he wanted or could handle, but was going to buy it for my two brothers, Morris and George between them.

Q. Did he ever tell you what arrangements he had made between himself and Morris and George?

A. Yes, sir. He told me that he had sold it to them and that they had made a payment of some amount between \$100.00 and \$200.00, amount I could not state, and that as long as they could keep interest and taxes up he would never bother them for other part of the money.

Q. Do you remember when this conversation was had?

A. It was year my brother lived at Mr. A. B. Stotts. Said he would give him interest that year for the use of the land. Money they made that year they could use to clear land and build home, so they would not have to be moving about.

Q. Did you have any further conversation with him about this matter?

A. That day?

Q. Any other time?

A. Have since heard him speak about it being the boys' place, and have heard him say about improvements my brother was making, etc. Clearing land.

Q. That only conversation you have had?

A. Have heard him speak several times about it being their place and about them cutting and clearing up and such matters as that, and that he told me about the time he was going to divide it, each one have his part to work on, divide payment up and what he was to pay and other one was to pay.

Q. How much did he tell you he was to pay?

A. He said they owed \$900.00 on the place. Brother Morris was

A. I did.

Q. Did you consider it yours in 1916 when you were on Mr. Stott's farm?

A. I did.

Q. What did you consider the amount of money you had to pay for it all of those years?

A. When first started after paying \$140.00, we had \$900.00 to pay, \$300.00 each year which would be \$150.00 a piece. Of the \$900.00 we had to pay \$450.00 a piece.

Q. When did he change it to \$600.00 you would have to pay?

A. 1915.

Q. And since that time you have considered \$600.00 was amount you had to pay.

A. Yes, sir.

Q. State again the reason why you did not pay any more than the interest and taxes on this property?

A. Because he claimed he gave it to us as our part of the property when he died.

Q. In other words, \$600.00 was going to be your part?

A. Yes, sir, to pay.

-----o0o-----

J. D. EDWARDS, being duly sworn, deposes and saith:

By Mr. Deans:

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

A. J. D. Edwards; 31 years old; Isle of Wight County; Farming.

Q. What relation are you to R. J. Edwards and Morris A. Edwards?

A. R. J. Edwards is my Father. Morris A. Edwards is my brother.

Q. Mr. Edwards, have you had any conversation with your Father, R. J. Edwards, concerning a land deal between him and your brother, Morris?

A. Yes, sir, on several occasions.

A. No, sir.

Q. What was his explanation for not giving any receipt?

A. Said he would give me receipt some time. I never pushed him for receipt, because he was easily vexed so I did not bother him.

Q. How did you arrange with Mr. Rowell to pay your Father the money?

A. I came by my Father-in-Law's home and asked him if he could spare me \$600.00 to pay for land I was living on. He told me to put my horse in the stable and that we would both go to town together. We came to Smithfield. Mr. Rowell, Addison and myself went in the back room at the bank. I told Mr. Rowell I wanted \$600.00 to pay for this land, so Mr. Addison told him to pay Mr. Edwards, if he came to the bank, \$600.00.

Q. Did you go to your Father and tell him to go to Mr. Rowell for his money?

A. I told him his money was ready. He got awful mad. I could not talk to him on those terms. Said he did say he would take it, but I wont do it.

Q. Mr. Edwards, if your Father had demanded of you your portion of the \$300.00 payment each year would you have paid him?

A. Yes, sir. Could have paid him as easily as now.

Q. Did you consider this place you have lived on as your place or your Father's place?

A. Mine.

Q. Did you consider it yours when you went there in 1914?

A. Yes, or I would never have gone there.

Q. Did you consider it so in 1915?

A. Yes, sir.

Q. Did you consider it yours in 1917?

A. I did.

Q. In 1918?

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A. It was afterwards.

Q. Have you had any conversation with your Father about his will?

A. No, sir, none at all.

Q. Mr. Edwards, did you pay your Father in person the money in 1918?

A. The Rent?

Q. Yes.

A. Interest and taxes I paid him myself.

Q. Who is William Anthony?

A. Colored fellow who lived where I now live before I went there. Been working for the old man right much.

Q. What is the date of your receipt?

A. 12th. month, 29th. day, 1918.

Q. Do you know which is 12th. month?

A. Yes, sir. December.

Q. Was this before or after bringing this suit against your Father?

A. Afterwards, sure.

Q. And this receipt was brought to you by William Anthony.

A. I gave Wm. Anthony money and told him to give him, Father, money and bring me receipt and he brought me receipt back.

Q. Have you had any conversation with your Father since about this receipt?

A. No, sir.

Q. Are you on speaking terms?

A. I says Hello!

Q. Why did you not get a receipt in 1917?

A. I did not pay him regular money in 1917. He ~~order~~ Wanted some seed peas. I sold him seed peas and he paid me the difference, and said some time when I was over there he would give me a receipt, but never did give it to me.

Q. Has he ever given you any receipt other than this one?

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Q. And you lived on there the year 1915 in the same way, did you not?

A. 1915 was the year that he divided the land.

Q. I mean but you lived on it on same terms you did 1918.

A. He would only take interest and taxes.

Q. What year did your Father buy this land?

A. Bought this land in 1912, along I suppose - it was right near Christmas.

Q. Who lived on it year 1913?

A. William Anthony.

Q. Who lived on it year 1914?

A. I did.

Q. Did you ever, at any time, mention payment of any amount on this place to your Father until after you had found out he had made his will?

A. No, no more than interest and taxes. Knew it was no use, he had given it to me. He would not take any money.

RE-DIRECT EXAMINATION.

By Mr. Deans:

Q. Mr. Edwards, when did you find out your Father made a will?

A. Never found out he made will _____. He told a gentleman he was going to make his will and give us that for our portion of his property.

Q. Have you heard that your Father made a will this Fall or latter part of last Summer?

A. Yes.

Q. When did you hear this?

A. Some time during 1918 I heard he made a will. Some two or three told me about it, and one man told me he made his will and was not going to give anyone anything but Joe.

Q. Was this after or before the trouble you had with your Father last Summer?

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told him I wanted \$600.00.

Q. You do not know.

A. I do not know sure, but I told him I wanted \$600.00 to pay for it.

Q. Did you ever carry him a check?

A. No, sir.

Q. Are you living on the place now?

A. Yes, sir.

Q. Paid interest and taxes for 1918.

A. Yes, sir.

Q. What time?

A. Some time during December.

Q. Get receipt for it?

A. Yes, sir.

Q. Have you got that receipt?

A. Yes, sir.

NOTE: The receipt is marked "Exhibit B2
and filed in this suit as evidence.

Q. Can you read?

A. Very little.

Q. Did you read this receipt?

A. Yes, sir.

Q. Will you kindly read it to the stenographer?

A. I will try. Received of M. A. Edwards in full for rent of Henry Butler tract of land \$36.00. R. J. Edwards. I hereby notify you that 1919 is the last year you can rent from me.

Q. Have you got a receipt for the year 1917?

A. No, sir.

Q. You were living on this land year 1917 on the same terms you were for year 1918, were you not?

A. Up until time he told me I should not have land.

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after he promised to take it?

A. Yes.

Q. It would put it some time later than fodder time, would it not?

A. All about same time, about eight days difference. I helped him two or three days and Saturday I came to town and got money for him and told him the money was ready. He said he did say he would take it, but I wont take it.

Q. Who was present when he said that?

A. Nobody.

Q. Did he ever tell you he would not leave it to you at his death?

A. No, told me I should not have it.

Q. When was it he told you that?

A. When I should not have it?

Q. Yes.

A. Some time during July or August - don't remember date he told me.

Q. Did you ever carry the \$600.00 to him and offer to pay him?

A. No, sir, I did not carry it. I put it in the bank for him.

Q. You put it there to your credit?

A. No, I put it there for him whenever he wanted to come after it.

Q. I mean did you put the money in the bank in your name?

A. No, sir. I'll tell you the way I did. I got the money from Mr. Addison and he told Mr. Rowell in the bank to pay my Father \$600.00 any time he came for it.

Q. Then you never had any money in the bank yourself?

A. He let me have \$600.00 of his money in the bank to pay him.

Q. Was the \$600.00 transferred to your credit?

A. I suppose it was. I suppose it was transferred. Mr. Addison

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A. Depends on time you plant corn.

Q. Well was this fodder? Was corn planted at usual time?

A. I suppose so, I did not plant it.

Q. The pulling fodder time for that then was latter part of August or first of September.

A. Well, along about August we pulled it.

Q. Well, this was about latter part of the month that he agreed to take it.

A. I suppose so, don't know exact time.

Q. Why was it that you wanted him to take this \$600.00 in 1918 and not before then?

A. Because he told me I should not have it; then I talked with him and he agreed to take the money and that is why I wanted to pay him.

Q. So you made a new agreement in 1918.

A. No, no new agreement. He just agreed to take the money.

Q. But before then you and he had entered into an agreement in which you were to pay interest and taxes and he was to give you the land at his death, that was one agreement was it not?

A. Sure, some kind of an agreement.

Q. Then when you afterwards in 1918 offered to pay him the \$600.00 and he agreed to take it that was another agreement was it not?

A. Sure, it was kinder an agreement. He would not take the money before that and that was the time I wanted to pay him.

Q. And he agreed to take it.

A. Yes, sir, last year, and after I got it ready for him he would not take it.

Q. When did you get ready for him?

A. Some time during July or August, I don't know date when I got ready for him.

Q. It could not have been in July. You got ready for him

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Q. Is the credit shown on the back of this agreement all that has ever been paid?

A. \$140.00 all has been paid.

Q. And that was paid same time agreement was entered into?

A. Yes, sir.

Q. And \$100.00 of that was for timber sold off the place?

A. Yes.

Q. Did not your Father tell you also that besides keeping up interest and paying taxes that you must also keep a good fence around the place?

A. No, sir, he did not pay anything about keeping up good fence, but he did say to me one time I better keep up piece of fence around the avenue, that his cows might get in there.

Q. What proportion of this \$900.00, balance due on the place, ~~were~~ you to pay?

A. \$600.00.

Q. Did you pay anything on this place 1917?

A. Nothing but interest and taxes.

Q. Did you offer to pay anything else that year?

A. No, sir.

Q. What did you pay on this year 1918?

A. Interest and taxes.

Q. Did you offer to pay anything else that year?

A. I did. Offered to pay him the whole amount and he agreed to take it and after I got it ready for him he said he would not take it.

Q. Who was present when he said he would take it?

A. Nobody. We were down the barn talking.

Q. About pulling fodder time during Summer 1918?

A. Yes, sir.

Q. You pull fodder latter part of August or first of September?

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A. Nobody. I came home and was sitting there talking.

Q. Why was it you did not pay to your Father \$300.00 on December 1st, 1914?

A. Because he told us just pay him interest that year; that it was about all he could do to keep buckle and tongue together and that he knew it was about all we could do, and what money we had over we could have to work on that year.

Q. Who was present when he told you that?

A. We were coming from the other place in the cart and my brother was in the cart and some of the other smaller ones, don't remember, but he was talking to George and myself.

Q. You did not pay him any payment on December 1st, 1915.

A. No more than interest and taxes.

Q. Why didn't you pay him \$300.00 that year?

A. Because he gave it to us and would not accept any money.

Q. Did you give him any money?

A. No.

Q. And the reason you did not ~~make~~ give him any money was because you did not expect to pay him any more money on that contract because he agreed to leave it to you when he died.

A. Because he gave it to me and I could not pay him.

Q. No occasion to pay anything after a man gave you anything, is it?

A. If he will take it you can pay him; if he does not you cannot pay him.

Q. You did not expect to pay for it after he had given it to you, did you?

A. No, sir, could not pay him for it, but I had rather have paid him for it.

Q. But at that time, before you all had fallen out, you did not expect to pay him anything.

A. Not unless he would rather have the money and would take it.

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Q. That was 1915.

A. It was 1914.

Q. What time of the year was it when your Father told you he would give it to you at his death if you would pay taxes and interest?

A. I do not know, it was about August.

Q. Were you expecting to leave the next year?

A. No, sir.

Q. But you did leave the place the next year.

A. Mr. Stott wanted me to work for him the next year. I asked him where he thought was most in, working for Mr. Stott or farming. He said he thought there was most in working for Mr. Stott.

Q. So, in 1916 you worked for Mr. Stott and your Father cultivated your land?

A. Yes.

Q. After your Father told you that he would give you this place at his death, provided you would keep up interest and taxes, you considered that that was a new agreement and that took the place of the written agreement, is that right?

A. It was a new agreement in a way.

Q. And that was the reason that you have not made the payments as called for in this agreement.

A. I would not make them because he would not let me make them. When anybody gives you anything you cannot pay for it.

Q. So he would not accept payments because he said he had given you the place at his death.

A. This is right.

Q. And you did not make any payments?

A. No, sir. Interest and taxes is all I kept up.

Q. Who was present when your Father told you he would give you this place at his death?

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Q. Did you get it for him?

A. Yes, sir. I told him the money would be at the bank for him and he said he did say he would take it but I wont do it.

Q. Are you ready to pay him now?

A. Yes, sir.

Q. And the reason why you have not paid him before this time is what?

A. He would not let me pay him. After he give it to me I could not pay him.

CROSS EXAMINATION.

By Mr. Williams:

Q. When did your Father give you this land?

A. In 1915.

Q. Did he give it to you then, or say he would leave it to you in his will?

A. That he was going to give it to us as our part of his property.

Q. Did he say when he was going to give it to you?

A. Then, he said all he wanted us to do was to keep up the interest and taxes and it was ours.

Q. That is, it would be yours at his death?

A. Yes, sir.

Q. So, acting upon that agreement, that if you would keep up the interest and taxes that the property would be yours at his death, in 1917 you put some improvements on the place, did you not?

A. Yes. In 1917?

Q. Yes.

A. I started to put improvements on it when I first moved there.

Q. Well, what improvements did you put on it before your Father told you he would give it to you at his death?

A. First improvement was fencing and started on clearing up. Cleared 1-1/2 acres first year I was there.

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Q. What improvements have you placed on it?

A. Cleared some, cut down whole lot; built house, stable, and piece of barn to house my stuff. Done some fencing and other things.

Q. How much land have you cleared up?

A. I suppose about two and one-half (2-1/2) acres and got in tend.

Q. When did you build your dwelling house?

A. 1917.

Q. Did your Father know you were building it?

A. Yes.

Q. Who put the fence around the place?

A. I put it around there.

Q. Are you~~s~~ married; if so, so state and how many children you have?

A. Yes, married. Have two children living and one dead.

Q. Has your Father re-married?

A. Yes.

By Mr. Williams; Question objected to as being not relevant.

Q. Has he any children by his last marriage?

A. He has two.

Q. You said last Summer your Father got mad with you. Will you state why he did so?

By Mr. Williams; Same objection.

A. Because my younger brother left and I did not take as much part as he thought I ought to take in getting him back.

Q. Did you last Summer offer your Father the purchase money; if so, state the manner in which you did it?

A. After he tells me I should not have it, why I went to him some time after and talked with him about it and he agreed to take the money.

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Q. The year after he purchased this farm who cultivated it?

A. William Anthony cultivated it.

Q. And you were there when?

A. I moved there in 1914.

Q. What time during that year did you go there?

A. First of the year. I moved there for 1914. I moved just before Christmas in 1913.

Q. Then, your Father entered into this contract with you before or after you went on the place?

A. After I went on the place.

Q. I mean written contract.

A. After I moved there.

Q. How many years did you stay on the place during that time?

A. Stayed for two years - stayed for 1914 and 1915.

Q. When your Father divided the land that year what did he use as the dividing line?

A. Used avenue that he had through there. Avenue to his other place.

Q. Do you mean avenue which he reserved in this contract?

A. Yes, sir.

Q. Whose hand adjoins the portion which you are now in possession of?

A. Henderson Jones on one side, Tony Almond on the other; Tom Butler and R. J. Edwards on other side; G. W. Edwards on another side.

Q. About how many acres do you estimate in this tract of land?

A. I suppose about forty (40) acres.

Q. How many years did you stay away from this tract of land?

A. One (1) year.

Q. Have you been there ever since?

A. Yes.

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Q. Who paid him this \$140.00?

A. He allowed us \$100.00 on the lumber, which he sold to Ben Chapman, and I paid him the \$50.00.

Q. How do you explain the \$140.00 instead of \$150.00?

A. Well, he took \$10.00 out of the \$50.00. I paid him for recording deed, that is what he said it was for.

Q. From whom did he obtain this tract of land known as the "Henry Butler" tract?

A. It was tract of land where Henry Butler lived. It was sold by decree of court and he bought it.

Q. How much did he pay for it - tract of land?

A. \$1,040.00.

Q. Do you know why he bought it, the tract of land?

A. My Mother was the cause of it. I was speaking of getting some one to help me buy it and my Mother asked my Father to help me.

By Mr. Williams; I object to the witness repeating any statement made by his Mother.

A. (Con) And she asked him about it and he said he would buy it for us and when it was sold he bought it for us.

By Mr. Williams; Same objection.

Q. Where is your Mother?

A. She is dead.

Q. When did she die?

A. She died in 1911 or 1912, I do not know exactly. I think it was 1912.

Q. How soon after the purchase of this property by your Father did your Mother die?

A. It was soon afterwards. It was the next year, because he bought it right just before Christmas and she died the coming year.

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and he said he would fix up the papers the first chance he got. Soon after I moved there, just before Christmas - that was 1913 I moved there, and right after Christmas after I moved we entered into a written contract. In the contract we were to pay for it; \$140.00 cash and to pay the balance in three equal payments, \$300.00 a year. Soon after, the next year, he divided the land and I was to pay \$600.00 for my side and my brother \$300.00. So we went on like that and the same year, soon afterwards he claimed he made his will and was going to give me my side and George his side, and we were only to keep up the interest and taxes until he died and it was ours. In 1916 I went to Buddie Stotts to work and he, Father, took the place that year for the interest on the money - I only had to pay taxes that Fall on it. 1917 I come back and went to work on it. 1918 my brother left home and he, Father, got mad with me and he told me I should not have it. So soon after I talked with him about it and he agreed to take the money, \$600.00, so I got the money and put it where he could get hold of it and told him it was ready for him. He said "I did say I would take the money but I wont do it".

Q. Look at this paper which I hand you marked "Exhibit A" and tell me if this be a copy of the contract made by your Father with you and your brother and is it written in his own handwriting?

A. Yes Sir, that is the contract; it is certainly written in his handwriting.

Q. I notice on the back of this contract is written in the same handwriting "Paid on the within \$140.00". Who placed that there?

A. On the back? I suppose he placed it there, sure.

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

-----oOo-----

M. A. EDWARDS,.....Plaintiff,	}	IN CHANCERY:
- vs -		
R. J. Edwards,.....Defendant.		

-----cOo-----

Depositions of witnesses taken before A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, pursuant to agreement of counsel as to time and place, at the office of E. H. Williams, in the Town of Smithfield, Virginia, April 9th, 1919, to be read as evidence on behalf of the plaintiff in the above entitled cause pending in the Circuit Court of Isle of Wight, Virginia.

PRESENT: Mr. P. P. Deans for the plaintiff,
Mr. E. H. Williams for the defendant.

-----oOo-----

M. A. EDWARDS, being duly sworn, deposes as follows:

Examined by Mr. Deans:

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

A. M. A. Edwards; age 29; Isle of Wight County; farming.

Q. Did you and Geo. W. Edwards enter into a contract with your Father, R. J. Edwards, for the purchase of a tract of land; if so, state the facts as you know them?

A. First, he bought this tract of land for myself and brother, Geo. Edwards. William Anthony was living on the place the year he bought it for us, and I rented from Elliot Laine that year. He rented the land to Wm. Anthony that year for interest on the money. And the next year I paid him \$50.00

EDWARDS, 13

VS) D E P O S I T I O N S.

EDWARDS.

ERNEST H. WILLIAMS

Attorney-at-Law

SMITHFIELD, VIRGINIA

Dr. J. C. Edwards

Edwards

13 July

Edwards

- Q. Had an ordinary citizen gone to your office and demanded to see the Questionnaire of Mr. Morris Edwards would you have shown it to him unless he had shown you he was of some authority to see it?
- A. No, I had not the control entirely of those records.
- Q. Is not it a matter of fact that those records, as a matter of public policy, are withheld from public inspection?
- A. Yes.
- Q. When then did it take place?
- A. I was in the Court Room when my attention was called to the matter.
- Q. What term of Court?
- A. I don't recall.
- Q. How long ago?
- A. Some time during the draft period.
- Q. Please state upon what grounds Mr. Morris Edwards was exempted?
- A. Upon two grounds by the Local Board because of dependents and by the District Board because he was a farmer.

Further this deponent saith not.

A. S. Johnson being first duly sworn :

Q. Mr. Johnson will you relate your recollection concerning Mr. Edwards?

Mr. Sebrell,

Question objected to because irrevelant and because the Questionnaire is the best evidence and for the reason given to same question in regards to Questionnaire in testimony of R. A. Edwards.

A. Mr. Deans requested me to examine the Questionnaire to ascertain whether or not Mr. Morris Edwards had made claim for deferred Classification upon the ground that he was owner of land I did so I found that Mr. Edwards claimed deferred classification upon two grounds first upon the ground of dependents and wife and children second upon the ground that he was owner of land Mr. R. J. Edwards made affidavit to the fact that Morris Edwards' statements in Questionnaire were true.

Q. Do you recall my making an effort to get an original copy of Questionnaire by Morris Edwards?

A. I do.

Q. Will you state why I did not get it?

A. Because we were not allowed to furnish copies of Questionnaires for any purpose.

Q. Were you with me when I made the same request to Adjutant General of the State?

A. I was, and he refused upon the same grounds.

Mr. Sebrell , without waiver of objection.

Mr. S.

Q. Would you have permitted a private individual to have examined that Questionnaire?

A. Not unless he had a right to do so.

Would

Q. Did he have had a right to do so?

A. Under some circumstances, yes.

Q. Did you permit Mr. Deans to examine the Questionnaire?

A. He did not ask me, he was a member of the Legal Advisory Board and had certain rights which I could not deny him.

Q. What I want to know is this, were these Questionnaires subject to the inspection of individuals?

A. Under some circumstances.

Q. Some of them?

Q. I think when Mr. Deans made this request of me he had already obtained the Questionnaire.

to one made by R. J. Edwards?

Mr. Sebrell objects to for the same above reason and also as leading.

A. Affidavit is similar to one signed by Mr. Edwards.

Q. Mr. Edwards do you recollect what numbers were filled in this blank and was it understood as a matter by Mr. Edwards who he intended to infer that owned the land in which Morris Edwards lived??

Mr. Sebrell, question is objected to for the reason before given and also that the same calls for the opinion of the witness and of the infancies which the witness grew from the infancies in the Questionnaire.

A. I cannot state what numbers Mr. Edwards covered in his affidavit but to us it is that he vouched for whatever his son had said in his answers.

Cross Examination with waiver of objection.

Mr. S.

Q. How many Questionnaire came under your observation during this period of time of war?

A. Between two and three thousand.

Q. Would you undertake to give from memory what claims were made in these several Questionnaires?

A. Not as a general thing I wouldn't.

Q. This litigation had been commenced at the time he filed that Questionnaire?

A. No sir, the litigation was examined by Mr. Deans.

Q. Why do you particulatly remember the Questionnaire of Mr. Edwards?

A. Because my attnetion was called to it specially on account of this suit before the records were ordered to be shipped to Washington that I personally examined the Questionnaire.

Further this deponent saith not.

R. A. Edwards being first duly sworn deposeth as follows:

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

A. R. A. Edwards, thirty-three, Sheriff of Isle of Wight County.

Q. Mr. Edwards were you Chairman of the Local Exemption Board during the period of war between United States and Germany?

A. Yes sir.

Q. Will you produce the Questionnaire of Mr. Edwards?

A. Cannot.

Q. Why can't you Mr. Edwards?

A. Because it has been filed at Washington by instruction from the War Department.

Q. Do you recall a Questionnaire made by Mr. Morris Edwards having filed, will you state if Mr. Edwards filed an agricultural exemption and did he state that he was owner or renter of the land and what accompanying affidavits were made to the Questionnaire?

Mr. Sebrell, Objection to his long question.

Mr. Sebrell, Counsel for defendant objects to the foregoing question and any answers which may be made thereto for the reason that if the evidence he sought to be elicited was otherwise admissible the Questionnaire would itself be the best evidence and it has not been made to appear that a copy of the Questionnaire could be found it would be manifestly improper to have this witness testify as to the contents of an affidavit which the defendant cannot inspect and concerning which he could not intelligently cross examine the witness, besides in a case where thousands of persons were making Questionnaires it would be dangerous to admit the recollection of any of the board as to any individual Questionnaire which was not at that time a subject of special investigation. Such parts as the answers are written are objected to for that reason.

A. Mr. Morris Edwards did file claim for exemption on the ground of agricultural and stated in his answers to questions that were asked in this Questionnaire that he was the owner of the land, his statements were supported by affidavits signed and sworn to one by his father R. F. Edwards and the other by a near neighbor I don't remember.

Q. I present you with a copy of a Questionnaire is that a copy of the Questionnaire used during the war?

Mr. Sebrell, Question objected to as immaterial.

A. This appears to be an exact copy.

Q. And the first affidavit on page fifteen is it one similar

- Q. Did you understand from Mr. George Edwards in his conversation had with you in Petersburg that the contract which had been made for the sale of the property had been counselled by agreement and that a gift had been instituted in its stead?
- A. There was no statement as to a written contract and what I have previously said was Mr. Edwards' statement as he said it and was written by me on that day.
- Q. Your answer is evasive and not responsive. Since it would be impossible for us to have the full conversation had between you and Mr. Edwards at Petersburg I would like be glad if you would state whether or not the purpose of the conversation was of a contract for the sale of the property which had originally been made between Mr. Edwards and his sons had been abrogated and a gift instituted in its stead?
- A. I understood from Mr. Edwards' conversation that his father had been fussing with them at times and part of the time that he looked upon it as a sale and at others as a gift but clearly lead me to believe that he looked upon the property as his and Morris'.
- Q. And he regarded it as his by reason of the gift and not by reason of the contract?
- A. I don't think Mr. Edwards knew at that time whether it was by gift or by contract.
- Q. Did he not tell you that he had first sold it to them but that afterwards he had given it to them?
- A. HE did and he further said that the old man was scrapping so often with both of us that he did not know which it was.

And further this deponent saith not:

F. P. Deans, being duly sworn says:

That he is thirty-nine years old, Attorney at Law, residence at Windsor. That on Thursday, May 15th. 1919 as he was returning from the Grand Lodge of Odd Fellows he met George Edwards in the depot at Petersburg as he was returning from France and during the conversation I mentioned to him the contract between his father and the two boys, George and Morris and to a question which I asked him to tell me concerning the contract he replied that "The place is ours, he (speaking of his father) first sold it to us then gave it to us."

Mr. Sebrell,

Q. How long did you talk with George Edwards in Petersburg?

A. I would say first twenty minutes and afterwards I went up to his train, Mr. W. J. Bratcher and myself., I went there and talked either fifteen or twenty minutes more.

Q. In which conversation was the statement made that you have just related?

A. It was in the first conversation.

Q. Did you and Mr. Bratcher go back to talk with him about the same matter?

A. No, it was a car load of soldiers there, our train was late and Mr. Bratcher and myself walked up to see the soldiers.

Q. It would be impossible, would it not, to remember exactly all that Mr. Edwards said to you in Petersburg?

A. As to every word, yes, but I believe I am in a position to tell you of practically everything that was said in our conversation as I was expecting Mr. Edwards to return from France and I had made my arrangements to go to Camp Lee to see him upon his arrival.

Q. It is one of the contentions of your clients, as I understand, that Mr. Edwards did first make a contract and then later it would be theirs at his death?

A. You had better judge that from the evidences that are taken it is not necessary for me to express my opinion.

Q. I did not ask you for your opinion I asked you if it is not a fact that your client makes such contention in this case?

A. I think Mr. Sebrell you should judge that from the evidence taken in the bill of complaint.

Q. You only valued the things that Mr. R. J. Edwards showed you.

A. Yes, in fact, the houses were not there when he went there and I am pretty sure he put improvements there.

Q. All the improvements on the farm you think have been done by Morris?

A. All have been done there, I think. The cow stalls I think George and Morris built together, am not sure.

-----oOo-----

A. I could not tell you.

Q. Had you inquired before going there?

A. No, sir.

Q. Have you inquired since?

A. No, sir.

Q. When was last time you heard price of wire?

A. I don't know price of wire, don't know what it is worth?

Q. When was the last time you did know what wire fence was worth?

A. Have not priced any in a year or two.

Q. Have you priced windows in the last year?

A. No, I have not.

Q. Have you priced doors?

A. No.

Q. Have you priced roofing?

A. Yes, sir, I bought some but forgot what I paid for it.

Q. Was that before or since?

A. Since then, not very long ago.

Q. You did not know value of roofing when you went there that day.

A. No, sir.

Q. Have you ever had any grubbing done on your place?

A. Have not had any done there in a long time.

Q. What did you pay for it then?

A. I could not tell you.

Q. Your estimate of the improvements placed on this farm was based upon the opinion and statements of R. J. Edwards, were they not?

A. Was for him, yes. Just asked me, as a friend, to go there, no hard feelings at all. Would have gone for Son as soon as I would have for him. Told him at the time.

remember now about the crib, was not much. Whole thing as well as I can tell you was about \$249.00.

Q. How many feet of timber in the cow stalls?

A. You know I did not buy that lumber. Just to look at building looked like you could put it there for \$25.00.

Q. What value did you put on barn?

A. Have not seen a barn, seen a small log crib and one pretty small too.

Q. What value put on crib?

A. I forgot now.

Q. You merely looked at that?

A. We put it down so much, enough to make out the \$249.00 for whole thing.

Q. You have had a great deal of experience in valueing property have you not Mr. Jones?

A. No, sir.

Q. This is about the first time you ever have, is it not?

A. Yes.

Q. Before you went there you did not find the value of windows, doors, lumber or wire, did you?

A. Well, they were common doors, windows something like that I suppose (Indicating windows in Mr. Williams office), and I would not think it would take very much to buy them.

Q. How many feet of wire was on the place, Mr. Jones?

A. Forgot about the wire, there was a piece of wire there too on right hand side going in gate. I forgot whether it was role or one-half role he said he put there, I am not sure.

Q. How tall wire was it?

A. I think something like four feet, medium size fence wire.

Q. What was the value of that kind of wire in April when you made this valuation?

doors, but merely made a lump sum for the whole house.

A. Yes we did, we figured we could build it for about \$100.00.

Q. How many feet of lumber in the house?

A. I don't know, sir.

Q. Did you know that day?

A. No, came as near to it as we could.

Q. How many feet did you estimate in the house?

A. I don't remember now.

Q. Did you estimate it at more than Mr. Sam Spivey?

A. I don't remember that I did. Valued house at about \$100.00, that is all I can tell you.

Q. Did you put any value on the doors?

A. I told you we counted it up and thought it would take about \$100.00 to build it. Some places you would see through it.

Q. How could you see through it when you never went inside of it?

A. We looked through the windows, the windows were raised. His wife told us we could come in, but it was no use, we could see through the windows, cracks all in it.

Q. Who did figuring, you or Mr. Sam Spivey?

A. Mr. Hall and Mr. Spivey did most of the figuring.

Q. You merely looked on.

A. Had little judgment on it, should think I ought to.

Q. Do you mind giving your judgment as to the different articles you valued on the place, in detail?

A. I valued house, the lumber we were speaking about, cow stalls and the crib, I should call it and other little small crib there, and the fence and land he cleared up. That is all I know about it.

Q. Do you mind telling value you put on each of these articles?

A. At that time we said it was about \$249.00 and some cents; the house \$100.00, cleaning land was about \$60.00, I think, don't

By Mr. Williams: There has been no evidence here that he has valued it at any more than that.

Q. What was the value of the cleared land by Morris?

A. I think somewhere about \$60.00.

Q. About how much did he clear?

A. About acre or one and one-half acres, am not sure, small piece of land just as you go in gate on right hand side.

Q. You generally estimate cost of grubbing land by the square, do you not?

A. Some grub or clear land one way and others another way. Don't know what they pay a square.

Q. What do you generally pay to grub an acre of land like is on Morris Edwards' place?

A. This land had been cut down a pretty good while and it was not hard to clean up as when you go in the woods and clean up.

Q. In that condition how much do you pay an acre?

A. I could not tell you how much, could not say how much. Would pay \$60.00 for what he done and clearing up that land.

Q. Who cut down the wood?

A. I don't know sir.

Q. What value would you put on that?

A. Might have cut down to burn, don't know what he done with it.

Q. How many windows in that house?

A. I think there are about four, am not sure. Four or five, I don't know.

Q. What value did you put on windows?

A. Just valued the house at about \$100.00.

Q. You all did not put value then on lumber, windows or

A. I had seen place before he put improvements there.

Q. How many acres of land have been cleared there since you saw it?

A. Could not tell you, think about an acre or so in the field. That was cut down when I saw it first but has been cleaned up since then.

Q. Are you prepared to swear how much clearing up and grubbing Mr. Morris Edwards has done on that place?

A. All I know is that piece in the field. If he has cleared any more don't know it.

Q. Are you prepared to swear he cleared up in the field?

A. I should think he did it, he attended it and he ought to have cleared it up.

Q. You do not know whether he cleared it up or not.

A. They said he cleared it up, I did not see him.

Q. You said he cleared it up.

A. Mr. Edwards had been living there and I should think he would have cleared it up. I did not see him plow. I have not one ~~thing~~ more against him than I have his Daddy, not one thing against him.

Q. How long has Morris Edwards been living there?

A. I could not tell you.

Q. Have you not some idea?

A. Been there several years - left there once and went back, I could not tell you how many years.

Q. How much to the value the cow stalls Mr. Morris Edwards put on place?

A. I should think somewhere about \$25.00, as much as that.

Q. Why did you value it more the day you were there than now?

A. Why, what about it.

Q. What is the price of lumber per thousand?

A. Don't know price of lumber now. Bought some for \$20.00 from Mr. Peterson.

Q. When did you buy lumber for \$20.00?

A. This year, since April. Delivered to me for \$24.00, hauled for 4 or 5 miles.

Q. What kind of lumber was it?

A. Just common lumber. Can prove it to you by gentleman in town.

Q. This has been since you put valuation on this?

A. Yes, sir, from Mr. Peterson.

Q. Did you inquire the value of lumber before you went there that day?

A. No, sir.

Q. Then, how could you value lumber in this certain house?

A. I thought a house of that kind anyone could put up for \$100.00. It was not put up in first class shape.

Q. Did you go in the house?

A. No, sir.

Q. At whose invitation did you go there to value this?

A. Mr. Edwards came after me and asked me if I would go, and I met Mr. Morris Edwards coming up the lane from the house and I told him I wanted to go there to look at improvements he put on place, and we told him we had nothing against him, but Mr. Edwards wanted to look at improvements he had put on place.

Q. Did you ask Mr. Morris Edwards what improvements he put on place?

A. No, sir, I did not ask him.

Q. The only improvements you saw were those pointed out by Mr. R. J. Edwards?

Q. Tell us about the other buildings.

A. They look like they were just put up to make out with, common stuff. Some of them were log cribs, just common stuff, just look like put up to make out with.

Q. Did you notice the condition of the fence around the place?

A. Yes, sir.

Q. What was the condition?

A. Had it up then, right good fence when I saw it. Building fence then, hauling rails, but looked like it had been pretty low, about 2-1/2 feet looked like at some places.

CROSS EXAMINATION.

By Mr. Deans.

Q. How long have you been living where you are now?

A. Pretty long time, about 9 or 10 years.

Q. From whom did you purchase this place?

A. My Father.

Q. Is it the old Jones Homestead?

A. No, sir, you ought to know better than that yourself.

Q. All the buildings on the place are very old, are they not?

A. What place?

Q. Place you live.

A. Yes, sir.

Q. You have not made any building improvements on there in the last nine years, have you?

A. Yes, sir.

Q. What have you done?

A. Put lot of improvement there, put up shed and wire fence. Paid \$1,000.00 for it and think I have an offer for \$2,000.00.

DIRECT EXAMINATION.

MR. A. P. JONES, being duly sworn, deposes and saith:

By Mr. Williams:

Q. Mr. Jones, what is your name, age, residence and occupation?

A. A. P. Jones; 49; Isle of Wight County; farming and cattle buying.

Q. Mr. Jones, did you go down to the place where Mr. Morris Edwards lives, in company with some other gentlemen, to make some estimate as to value of improvements put on place by Mr. Edwards?

A. Yes, sir.

Q. When did you go?

A. Could not tell exactly, I think somewhere in April, am not sure.

Q. This year?

A. Yes, sir, this year.

Q. Who else went with you?

A. Mr. Hall and Mr. Sam Spivey.

Q. What is your estimate of improvements put on place?

A. I think it was somewhere about \$249.00 and some few cents.

Q. What kind of buildings did you find on the place?

A. Just a common building, something like a barn, did not have any ceiling in it or upstairs at all, all in one room.

Q. Is that the dwelling house you are speaking of now?

A. Yes, sir.

Q. What is your estimate of value of that house?

A. I should think about \$100.00 as common building as that was, did not look like it would take very much lumber. I think about \$100.00.

therefore the testimony is heresay,
irrlevant and objected to on that ground.

RE-DIRECT EXAMINATION.

By Mr. Williams:

Q. Which tract of land of Mr. R. J. Edwards do you cultivate?

A. Anderson Gwaltney place.

Q. Does that place adjoin the place where Mr. Morris Edwards lives?

A. Yes, sir.

Q. Is there a line fence between these two places?

A. No, sir.

Q. Whose pasture is that you have been talking about?

A. Mr. Edwards.

Q. Which Edwards?

A. Mr. Dick Edwards.

Q. Does that pasture lie between the lands where you live and where Mr. Morris Edwards lives?

A. Right between us both.

Q. How much of Mr. Morris Edwards' fence have you seen?

A. Seen all around there.

RE-CROSS EXAMINATION.

By Mr. Deans:

Q. What year did all of this happen?

A. First of Spring I built the fence.

Q. Of this year?

A. Yes, sir.

Q. Did you say that Mr. R. J. Edwards went to Mr. Morris Edwards about this fence?

A. Yes, sir, because he went over there and told him about the rails.

and to keep from tearing my fence down.

Q. You have erected this fence in a pasture lot, have you not?

A. Well, they call at pasture.

Q. Did you go to ^{Mr.} Morris Edwards about this fence?

A. No, sir, I did not go to him. I would not go to him.

Q. Have you had any conversation with Mr. Morris Edwards about this fence?

A. Well, Captain, now let me tell you something, this is the truth, I come for truth and I am going to tell you truth, reason I did not go to him to say anything to him about the fence is because he told his own Daddy I was tearing the fence down, and I had been down there and put up fence, trying to put it up and could not do it.

Q. Did you hear him tell his own Daddy?

A. I saw him. He went over there and spoke to him about the fence and then his Daddy came right straight from there and got after me about the fence.

Q. In other words, what you know about a conversation between Morris and his Father is what Mr. R. J. Edwards told you?

A. He come right straight to me and got after me about the fence. I said "Lets go down there and look at it", and we went.

Q. Did Morris go?

A. No.

By Mr. Deans: The evidence of this witness, all questions and answers, are objected to, first because all conversations related are mere heresay and told him only by R. J. Edwards and that he has not made any complaint to Morris Edwards, and his dealings sorely have been with R. J. Edwards,

A. Who, me?

Q. Does the cultivated land on both sides of this land reach your fence?

A. I suppose so. I have not been around there but once this year. I was looking for my hogs then.

Q. Do you look for your hogs and put up fence at same time?

A. I was going around to see if my hogs were in the field.

Q. Is any crop on either side of this fence right up at the fence?

A. I have not been around there but once this year and that was when my hogs were in the field, or on his side. According to the fence I thought may be my hogs were in there and I did not want them in there.

Q. You do not cultivate up to fence on your side, do you?

A. I does, sir.

Q. And then been to the fence only once this year?

A. The fence between my and him I put up good.

Q. The fence between Morris Edwards and place you cultivate is an enclosure for a pasture, is it not?

A. I suppose so, sir.

Q. And not to enclose the cultivated land?

A. I don't understand it.

Q. You built this fence for a pasture for your own stock.

A. No, sir, I built this fence between me and Mr. Edwards for to keep the hogs from coming in pasture bearing fence down and coming in on my side.

Q. You tell the Court where this fence that you are speaking of lies on that farm.

A. The fence I put up runs from farm I am on, joins Mr. Morris Edwards, and I put it up to keep hogs from coming in to pasture

and told him I would have to have some rails to put it up.

Q. Well, did you get any rails?

A. Yes, sir, we got two loads.

Q. Who did you get rails from?

A. Mr. Dick Edwards.

Q. Why did you happen to be putting up Mr. Morris Edwards' fence?

A. Captain, my hogs and others were getting in there and I had to put it up; fence joined my where it was and I had to put it up.

Q. On whose place do you live?

A. I stay on one side of swamp and he on other.

Q. On whose land do you live?

A. On Mr. Dick Edwards' land - I rent from him.

Q. Why were you putting up Mr. Morris Edwards' fence?

A. Because it was any count, and I had to keep my hogs out and other folks' hogs.

Q. Who employed you to put that fence up?

A. Nobody employed me. I went down there myself and tried to put it up myself the best I knew how. I put it up myself and after I see I could not get rails to put it up to keep hogs from coming in on me I went to Mr. Dick Edwards and got rails from him to put fence up.

CROSS EXAMINATION.

By Mr. Deans.

Q. On whose land is this fence?

A. On Mr. Morris Edwards' land, between them both.

Q. It is really dividing land between both places?

A. Don't know whether it is dividing line or not, but had to put up fence on the side where I was living and so on other side there was no fence at all, did not amount to anything.

Q. Does the cultivated land reach your fence?

A. No, I stopped sweeping and went out there while they were writing receipt.

Q. What year was this, Mrs. Edwards, this transaction?

A. When note was wrote? 1917.

Q. Did you hear any further conversation between the Father and Morris other than receipt?

A. No, did not hear anything.

Q. What they really were doing were settling up for year.

A. For the year and seed peanuts all together.

Q. Were you married to Mr. Edwards at the time that Morris went over originally to place he now lives?

A. No, I was not married then.

DIRECT EXAMINATION.

JAMES THOMAS, (Col), being duly sworn, deposes and saith:

By Mr. Williams.

Q. James, what is your name, age, residence and occupation?

A. James Thomas; 39; live at Mr. Edwards; farming.

Q. Which Mr. Edwards do you live with?

A. Mr. Dick Edwards.

Q. How long have you been living with him?

A. Ever since Christmas, went there in the Christmas.

Q. How close do you live to the tract of land known as the Henry Butler tract where Mr. Morris Edwards lives?

A. Joins it.

Q. Tell me what was the condition of the fence around this tract of land that is claimed by Mr. Morris Edwards?

A. Part I put up was not much. Some places that I could get rails to put up, it was 3 ft, while there was some I could not get enough rails to make it but three rails high, and my hogs were getting in there, and I went to him (Mr. Dick Edwards)

A. He was to give it to his Daddy.

Q. In other words, Mr. Edwards bought seed peanuts from Morris.

A. Yes, bought seed peanuts from Morris.

Q. Do you know how many seed peanuts he purchased?

A. Don't know exactly how many it was.

Q. Do you know how much money was passed?

A. Don't know how much it was exactly.

Q. How much you mean by "Exactly"? Can you give me any estimate?

A. Just don't know how much it was.

Q. Fact of it was you did not see money passed at all.

A. Only receipt, that was all I see.

Q. Did you see receipt?

A. Yes, saw him write that and tear it out of his book.

Q. Mrs. Edwards, did you read receipt?

A. No, heard him read it.

Q. Who read it?

A. Mr. Edwards read it to Morris.

Q. Did Morris give Mr. Edwards a receipt?

A. Morris give Mr. Edwards? No, Mr. Edwards gave it to Morris.

Q. Was there any receipt given for seed peanuts?

A. For seed peanuts and rent together. Said on receipt "In full of all accounts". That is all I know about it.

Q. How long were you present?

A. Whole time they were writing receipt.

Q. Mr. Edwards called you in to witness.

A. No, I was in there sweeping room and they were out on front porch.

Q. You then did not witness the transaction, but merely overheard conversation between Morris and Father.

A. No more than when he give him receipt in full of all accounts. Heard him read part to him.

Q. When was this?

A. In 1917, but don't know exactly what date.

Q. Do you recall the month in which it was given?

A. I do not know exactly what time it was.

Q. Was it in the Winter or Summer?

A. Somewhereealong just before Christmas I think, about picking off Pea time, know he brought a load of Peas there.

Q. Do you know what the receipt was for?

A. For rent and peanuts, and paying for some seed peanuts.

Q. What was the rent for?

A. For the land.

Q. What land?

A. Where he lives.

Q. Where who lives?

A. M. A. Edwards.

CROSS EXAMINATION.

By Mr. Deans:

Q. You are Mr. Edward's second wife.

A. Yes, sir.

Q. There are two sets of children are they not?

A. Yes.

Q. George is the only one of first set at home, is he not?

A. Yes, only one.

Q. How long have you been married, Mrs. Edwards?

A. Going on six years, I think.

Q. If you heard only a part of the conversation between your husband and his Son, Morris, how do you know that the transaction was concerning rent?

A. Because I heard that much.

Q. Who was giving a receipt for seed peanuts?

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

-----oOo-----

M. A. EDWARDS,.....Plaintiff,	}	IN CHANCERY:
- vs -		
R. J. EDWARDS,.....Defendant.		

-----oOo-----

Depositions of witnesses taken before A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, pursuant to agreement of counsel as to time and place, at the office of E. H. Williams, in the Town of Smithfield, Virginia, October 15th, 1919, to be read as evidence on behalf of the defendant in the above entitled cause pending in the Circuit Court of Isle of Wight, Virginia.

PRESENT: MR. P. P. Deans for the Plaintiff,
 MR. E. H. WILLIAMS } For the Defendant.
 MR. SAM EDWARDS }

-----oOo-----

MRS. CLARA EDWARDS, being duly sworn, deposes as follows:

Examined by Mr. Edwards:

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

A. Clara Edwards; 26; housekeeper; Isle of Wight County.

Am the wife of Mr. R. J. Edwards.

Q. You say you are the wife of Mr. R. J. Edwards, the defendant in this suit?

A. Yes, sir.

Q. You and your husband, of course, live together.

A. Certainly.

Q. Do you recall at any time Mr. R. J. Edwards having given to his Son, M. A. Edwards, a réceipt for any purpose?

ERNEST H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA

o objection to which any party may be entitled, the other party is to be given notice prior to the argument.

Q. Were you present when Mr. R. J. Edwards signed the Questionnaire?

A. I am not certain about that Mr. Deans.

Q. You think so, don't you?

A. Yes. It was hurry, scurry and I did not pay much attention.

Q. You know that Mr. Edwards did sign Morris' questionnaire.

A. I would not like to swear to that.

Q. You are almost certain.

A. Yes, looks natural. I was in room most of time.

Q. Mr. Spivey, you came to Smithfield with Mr. Morris Edwards and Mr. R. J. Edwards to have the Questionnaire filled and you are satisfied that you and Mr. R. J. Edwards were his witnesses to the agricultural portion of that Questionnaire.

A. I brought Mr. Morris Edwards in an automobile and Mr. R. J. Edwards came in his horse and buggy.

Q. Mr. Williams objects to the witness disclosing anything that was in any Questionnaire he signed or saw because a Questionnaire under the law, as I understand it, is a sealed book and I think it but fair to warn the witness that he may be liable to a penalty for disclosing any information that we may have received from any questionnaire, and advise him it is within his rights to refuse to answer this question.

A. I refuse to answer questions about Questionnaire until I get a ruling from the Court.

Counsel for the defendant objects to any evidence as to what may or may not be in Morris Edwards' Questionnaire, because a Questionnaire is a written instrument and that is the best evidence.

Q. Mr. Spivey, who brought Mr. Morris Edwards to Smithfield to have his Questionnaire filled?

Question objected to by Mr. Williams, as being irrelevant and immaterial.

A. I brought him.

Q. You were a witness to the Questionnaire were you not?

SAME OBJECTION.

A. Yes.

Q. Did you sign the questions as a witness?

A. Yes.

It is hereby agreed between counsel that either party may take advantage of any question and answer to which he may have entered an objection, this agreement being made in order to save time. It is understood that in order to take advantage of any

Q. What is the social standing of Mr. Morris Edwards? and his family?

A. Good, as far as I know sir.

Q. Is there any difference in the standing of either family?

A. Now a bit as far as I know, like one man just as well as I like the other.

Q. Have you ever heard that Mr. Morris Edwards associated with negroes?

A. No, sir, no more than he would in working men.

Q. He has not that reputation in the community has he?

A. No, sir, not that I know of; if it be true I know nothing about it.

Q. How long as Morris Edwards been living on this place?

A. Really, I could not say, Mr. Deans. He lived with Mr. Stott. He moved from Mr. Stotts down there, but I could not say how long he lived at Mr. Stotts.

Q. When he moved from Mr. Stotts he came back there, did he not?

A. I think so.

Q. From your recollection how long did you say he has lived on this place?

A. I could not really say. Takes me all my time to study about my affairs. I never notice things like that.

Q. Did you know how Morris was living on that place?

A. No, sir. Nothing in the world about it.

Q. Did you know who was owner* of the place?

A. No, sir, only thought it was Mr. Edwards. Did not know he had sold or anything as far as that is concerned.

Q. Mr. Spivey, did you not sign Morris Edwards' questionnaire?

A. Yes.

Q. Did you read questions and answers?

A. Yes, sir.

A. I could not tell you that now either. Two doors \$4.00.
I think that was fair price and I think you would think so too if
you could see it yourself.

Q. What value did you put on windows?

A. Four windows - \$8.00.

Q. What value did you put on roof?

A. \$8.00.

Q. What kind of roof has he on the place?

A. Paper.

Q. How much land do you consider Morris has cleared as
indicated by R. J. Edwards?

A. Something over an acre, did step it. What Mr. Edwards
showed us, if he cleared any more I know nothing about it.

Q. Did Mr. Edwards say Morris built a crib?

A. Yes, sir.

Q. Did Mr. Edwards say Morris built and poled barn?

A. Yes.

Q. Did Mr. Edwards say that Morris has built cow stalls and
horse stalls?

A. Yes, sir.

Q. How much wire did Mr. Edwards claim that Morris had put
there?

A. I think as well as I recollect it was around a role of
220 yards.

Q. Mr. Spivey, if you met Morris in the lane as you came in
how could he be fixing fence when you got there?

A. He was then in the cart going after a load of rails I
suppose. He [^]bought a load of rails back.

Q. What is the social standing of Mr. R. J. Edwards and his
family?

A. All right as far as I know sir.

was sold and once or twice to pick off peanuts.

Q. What size house did you say that was?

A. I think around 14 X 24 if I make no mistake, am not sure.

Q. When was this house built?

A. What year I could not tell you, but since Mr. Morris Edwards has been there.

Q. Do you know who built it?

A. No, sir, I do not.

Q. How many rooms has house?

A. There is no upstairs and I do not think there is any partition in it - just looked through the window.

Q. Then your estimations was made from outside and not inside of house.

A. Yes, just looking in. I recollect there was not any overhead floor.

Q. What is the value of price of the timber in that house per 1,000 ft?

A. We did value it, but I cannot recollect now.

Q. Upon what figures did you base your calculations?

A. We put lumber at so much per thousand, but I cannot remember what. Have not seen papers until this morning since we valued it.

Q. Did you inquire the price of lumber before you went over there?

A. No, sir.

Q. Then, how are you able to put a value on this lumber when you did not know the market on lumber at that time?

A. I had been buying lumber, but did not go to any special mill or place to find out then. I am satisfied lumber in that house could be sold for \$25.00 per thousand.

Q. What value did you put on doors?

go behind it in valuation of property.

Q. Who was with you when you made this estimation?

A. Mr. J. W. Hall and Mr. A. P. Jones. Mr. Edwards was there but had nothing to do with the assessment whatever.

Q. And you feel confident this covers the value of all improvements made there since January 1st, 1914.

A. So far as I know.

CROSS EXAMINATION.

BY MR. DEANS:

Q. Who asked you to make these estimates?

A. Mr. R. J. Edwards asked me would I go there with Mr. Hall and Mr. A. P. Jones.

Q. When you went upon the place did you ask Morris to go with you to make these valuations?

A. No, sir. I met him in the lane and, as well as I remember, I spoke to him and I would not swear I told him my business but my memory tells me I did.

Q. Mr. Spivey, do you think you could make a fair estimation of improvements on any place without knowing what had been done on it?

A. Unless I knew what was done I could not, but I have known Mr. Edwards to be honest and truthful as far as I am concerned and I only went by statement on that paper. If there is anything else I do not know it.

Q. Then you mean to say your estimates are only based on what Mr. R. J. Edwards told you?

A. Yes. (

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Q. You are very familiar with the farm, are you not Mr. Spivey?

A. Had occasion to go over it twice in my life; once when it

Q. Is he known as a man very exact and positive in his dealings with his fellowmen?

A. As far as I know.

By Mr. Deans: Question and answer objected to, as it is a matter of opinion and foundation for such question has not been laid.

Q. Do you know anything about how he has treated his children?

A. All right so far as I know, Mr. Williams.

Q. Did you make out a list of all improvements been made on place?

A. Yes, sir.

Q. What improvements had been made on the place?

A. I put that down on the piece of paper, Mr. Williams. Will I have a right to look at that?

Q. I think so - where is it?

A. I gave it to Mr. Edwards.

Counsel for plaintiff objects to all questions and answers concerning damage or improvements, as it was done by R. J. Edwards without the consent or invitation or approval of Morris Edwards and he was not present at the time and whatever estimates they made are based upon the Statements of R. J. Edwards without the company of Morris Edwards.

Q. What is the estimation you made of value of improvements been put on the place since January 1st, 1914?

A. Dwelling House \$104.12; Crib Poled \$10.00; Poled Barn \$25.00; Cow stalls and Horse stalls \$30.00; Clearing Land \$60.00 and Wire \$20.00 - total \$249.12. I want to say I am perfectly willing for Mr. Edwards to get any three disinterested men and they

over it. Where the rail fence was.

Q. Would that be considered fence sufficient to keep out stock?

A. I should think not, Mr. Williams.

Q. Did you look at the house that Morris put on the place?

A. Yes, sir.

Q. Did you estimate what the value of that house is?

A. Yes.

Q. You are owner of land and been buying land. Don't know that you ever sold any.

A. Yes. Sold a small piece.

Q. You know something of the value of small houses from experience.

A. Know the cost of building by having some done myself.

Q. What did you estimate would be the cost of building the house that Morris put on this piece of land?

A. Well, now, I'll ask you a question. Is it right to estimate what lumber there was in that house on that day. I estimated what lumber was in house.

Q. Certainly.

A. As well as I recollect it was around \$104.00 or \$105.00. I put it down in figures and I think I signed my name to it, but not sure of this. I put it down in figures. That was on the dwelling house.

Q. How close you live to this place?

A. 1-1/2 miles I reckon.

Q. There has been no other improvements put on this place since January 1st, 1918, except this house, as it?

A. I could not say positively. January 1st, 1918. I could not say positively about that.

Q. How long have you known Mr. Dick Edwards.

A. Ever since I knew anybody.

Q. I reckon I was the first person from Isle of Wight you saw.

A. It was.

Q. Do you remember a conversation that you and I had in depot at Petersburg?

A. Very well.

Q. Do you remember saying to me "The place is ours, he first sold it to us, then gave it to us"?

A. I never told you so since I been born.

Q. What did you say to me?

A. I told you that he first sold it to us, then changed it around. I knew what you wanted when I first saw you Mr. Deans, and I says "I just can't really tell you right now". These are the words I told you.

-----cOo-----

S. D. SPIVEY, being duly sworn, deposes and saith:

By Mr. Williams:

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

A. S. D. Spivey; 47; Isle of Wight; Farming.

Q. Have you looked at a piece of land in dispute in this case which was sold to Morris Edwards, in reference to the improvements that were made on it?

A. Yes.

Q. When did you look at this place?

A. Well, really I could not say, Mr. Williams. About two or three months ago I reckon.

Q. What was the condition of the fence when you went there?

A. Mr. Morris Edwards was working on the fence that day. That he had been over was in good shape. Some little part he had been over you could see how tall it was before he put on rails. It was around 2 or 2-1/2 feet high, something like that, you could step

pay both, and the next year when it was due I was in the army in France.

Q. When did your Father tell you if you paid the \$300.00 by January 1st, 1920, it would be all right?

A. End of year 1917.

Q. He did not want the money then did he?

A. He wanted money I suppose if I paid him, but if I had to borrow money from him just as well do that. Made proposition that I was going to buy a few cattle, so he said keep money and pay for them. Don't suppose he was scared about his money.

Q. When did you make this proposition with Morris concerning a renting of the land for grubbing a portion of it?

A. Made proposition that I should have it for grubbing piece the first year we were there. We bought were to work on the piece of land and do grubbing of it; then I told him if I would clear it could I have it for two years and he agreed to it.

Q. What do you mean by same rent as he was paying?

A. He was paying me rent of \$20.00 for first year I was there. I told him I would clear the land if I could have it for same. Clear and make more land. (

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Q. Then all _____? got for grubbing the land was the use of it?

A. That was all.

Q. Did you grub any on that land?

A. Not to amount to anything, just started on it.

Q. Has Your Father ever said anything to you about giving it to you all?

A. No to me.

Q. Do you remember seeing me in Petersburg upon your returning from abroad?

A. I do.

Q. What did your Father ever say to you about leaving this land to you at his death?

A. Nothing at all.

Q. Were there any improvements put upon this land before the division was made?

A. Yes, sir.

Q. What were they?

A. Stable built and fence put up and a piece of land cleared.

Q. Who did that?

A. I helped to build stable. I furnished one-half role of wire and Morris furnished one-half, and piece of land was cleared. First year were were there we were to work on piece of land together. I made proposition if I cleared land I could have it two years at same rent he was paying and he agreed to it on that condition.

Q. You working on this piece of land now?

A. Yes, sir. Have not done much. Worked before I went in the army. Have not done much since I came back. Taken care of my Father's crop.

CROSS EXAMINATION.

BY Mr. Deans:

Q. Have you paid any money on this contract?

A. No, sir.

Q. Do you consider this contract in force?

A. What you mean, it is good yet; yes, sir.

Q. Why do you think so?

A. Why do I think it is good yet. Because he said if I paid it by January 1st, 1920, it would be all right.

Q. Why did you not pay him on January 1st, 1918?

A. Well, I will tell you the reason why. I was working for him and I just about had enough money to pay it. I was buying a few cattle and he told me I could keep it and buy cattle and next year

Q. What do you mean by new chance? Did he give you new writing?

A. Yes, he gave me a new writing.

Q. When was this new writing entered into?

A. 1917.

Objected to by Mr. Deans! Counsel objects
to all questions pertaining to a new writing
between Geo. Edwards and R. J. Edwards, as
the best evidence is the writing itself.

Q. Have you that contract?

A. Yes.

Q. Have you it with you?

A. Yes, sir.

Q. Do you mind producing it as evidence?

A. Certainly not.

Witness produces contract which is marked
"Exhibit C" and filed as evidence in this
case.

Q. When was this contract written?

A. 1917.

Q. In what month?

A. January.

Q. This contract says this piece of land is bounded on the
North by Surry County and East by R. J. Edwards.

A. East is back field.

Q. It is not part of the Henry Butler tract?

A. No, sir.

Q. West side by Jos. Hall and R. J. Edwards. What tract is that?

A. Home tract.

Q. South tract by R. J. Edwards.

A. Part of Henry Butler tract.

Q. And that part Morris had specifically agreed to buy.

A. Yes.

A. No, never in my life. He was to rent my other place, provided this darky did not come, place opposite. Rented to Jim Thomas, but as Jim Thomas did not come Anthony did rent it.

Q. Then, you understood that Anthony would go there if you wanted him?

A. Not on Morris' place at all, but place opposite.

Q. Did you rent the place where Morris lived to Jim Thomas?

A. No.

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GEORGE EDWARDS, being duly sworn, deposes and saith:

By Mr. Williams:

Q. George, what is your name, age, residence and occupation?

A. George W. Edwards; 28; Windsor, R. F. D. Box 25; farming.

Q. George, I herewith hand you contract between R. J. Edwards and Geo. W. Edwards and Morris A. Edwards. Are you Geo. W/ Edwards mentioned in that contract?

A. Yes, sir.

Q. Just tell the Court in your own way all you know about the case.

A. Well, we bought the place from him, me and Morris together in 1914. Was to pay for it in three (3) years, and if we did not the place was his and we lost the improvements and what we had paid. Three years run out and we had not paid for it. Place was his I suppose from what the contract called for. Before the three years was out, I disremember whether second or third year, we divided the place and he taken his choice of side he wanted and I taken the other side. Well, the time was out then, neither one did not have any at all, it was his. So then I was working for my Father and he asked me if I wanted to extend the time on my side and I told him I did, so he gave me same chance again of three years. That is about all that there is to say.

Q. For what purpose did you sign it?

A. I must tell you I do not know. When I could not see and could not hear I could not. I could not honestly tell you right now a word on it. Suppose that a renter on my land called on me to give in the land he rented, would I not have to give in the land he cultivated?

Q. Did you sign a questionnaire for George?

A. I think so, I came there with him.

Q. Did you know what you signed for?

A. No more than I did here. Boy had to go to war and had to go through some form or other - could hear little better, understood little better.

Q. When was it you gave George the new writing?

A. January 1st, 1917. Worked for me that year.

Q. If you did not want Morris on his place why did you not move him?

A. Well, it was too late to notify him last year and we had not had any trouble except undermining me, but if I could do any better I did not want to shove my child off the land. I told Mr. Deans I would put my arms around him and be glad to hold him up but he would not let me do it.

Q. I am talking about 1917. When you gave George a new writing and now claim that you did not give Morris a new one because he was unsatisfactory to you, now why was it you did not give him notice to move in 1917, if he was not satisfactory.

A. He had not done enough to me, but when he went and entered suit against me ~~He~~ had done enough for me to move him. Simply put up with it until that time and I thought it time for removal, and put man in his place.

Q. Who did you try to put there?

A. Nobody.

Q. Did you not rent it to William Anthony?

A. That is the poorest thing Mr. Deans can rake up, but I will answer the question. He come to me to come with him. Everything was scared to death, but I was not scared because I could not hear. I did not bring my specks, and tried to write my name once or twice but I could not see. Lady had to write it, she was very kind. I nodded my head, I did not know what she said. If I answered that question wrong I did it in my ignorance. God in Heaven knows it was, but if you can make anything of that Mr. Deans, go on. Could not hear.

Q. How many questions did you sign?

A. I do not know any more than some one in New York. I went with him for only one. Went with George and signed that.

Q. Do you mean to say that you signed a paper concerning this war and did not know what you were signing?

A. On advice of counsel I refuse to answer.

By Mr. Williams: Question absolutely
immaterial and irrelevant.

Q. Did you know what you were signing?

A. When a man can't hear and can't see what is he to know. Lady did writing.

Q. What did you sign for?

A. What would you have done in my place? (

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Heard part but not all. If you had been in my place you would have done it and there your boy was scared he would have to go to war. He knew I could not see, but I tried to sign my name and I could not see. Lady was kind. She saw I was cramped and I was cramped.

Q. You signed the question did you not?

A. I signed a whole lot there.

Q. You signed question?

A. I do not know that I did, but I tried to sign it.

A. He cut some of the lumber from Mr. Addisons so he told me. Let him have horse to help haul lumber, thinking he was goint to fix up his barns.

Q. Did you object to his building the house?

A. Whether I objected to it or not, he did not say anything to me about it, but I did not want him to do it, because I knew he was not able to give it to me.

Q. Did you say anything to him about it?

A. When I saw the house up there, Leslie Parr and I were together one Sunday. Later on in the evening he (Morris) was at my house and so was Parr. I said to him "As long as you built a house why did not you build it two story". His reply was to me that Mr. Addison gave him lumber and several people had asked him about that, but if they would furnish him money he would put it two story. Well, said I, I am not other people and I am wishing for your welfare, I have had some experience in a low pitched house like that and know there is no comfort in it. He gave me his answer and I told him about it afterwards.

Q. Did you consider the place in 1917 yours or his?

A. Mine. His time was out. He hauled lumber there and said nothing about it. Took it in his own hands the same as it was his, you understand.

Q. Did you consider the place his or yours in 1918?

A. I considered it mine, what more could I. I had given him writing once and he failed and told him I could not do more. Ought to consider it mine I think.

Q. Then, why did you, when he had to fill out his Questionnaire, give the answer that he was owner of the land, and made an affidavit that he was pwner of the land ?

Objected to by Mr. Williams, because any answers that may have been made to any questionnaire is not admissable in evidence, and is further objected to because it has not been shown that such admissions were made in any questionnaire.

A. I could not tell you. He pulled out after George went to war. Newport News the last I heard of him.

Q. Did you drive him away, or did he run away?

A. He went away himself. He got so indifferent I could not do anything with him and I gave him as much as 5 or 6 licks and he left.

Q. Has he been back?

A. I saw him one morning. Went by there behind that boy in the cart. I would not hurt him he knows that. If they do not work for me they shall not sit around me.

Q. But, he has not been back to your house since then?

A. Not that I know of - been by there.

Q. Is George with you?

A. Yes, sir.

Q. And he is the only one of the boys by your first marriage that you are on good terms with now.

A. No, I am on good terms with them all. I treat them all with due politeness like I do you. I just simply treat them with politeness when I see them, no harm at all, but if they do not want to work for me let them work for themselves, but I could not allow them to stay on my place and boss me.

Q. What year was it that you gave Morris a receipt in the presence of your wife?

A. 1917.

Q. What was this receipt for?

A. I bought some peanuts from him and I paid him the difference between the peanuts and the \$36.00.

Q. What year did Morris build the house?

A. Why, year before last, 1917 he did it.

Q. Where did he get the lumber from?

A. ()

I did not leave them any property, you understand. He lived on my place and treated me bad. Talked about barring gates to keep me from passing through, so I told him what I would do. Treat him polite when I see him; that is all I got for him.

Q. Where is Albert living and have you had any fuss with him?

A. Now, mind you, this Joel Decatur Edwards I did not leave him any property. He persuaded three boys between age of 16 and 17 years to leave me. I treat him with all due politeness and he does me. I have nothing for him and he has nothing for me.

Q. Do you mean that about Albert?

A. No, Decatur Edwards.

Q. What about Albert?

A. I just could not manage him and he went off. I told him to make all the money he wanted but not to bother me.

Q. Do you all visit?

A. No.

Q. Where is Little Boy?

A. Why, I do not know, I reckon he is in Newport News. He comes to my house. You understand, these boys become so that they would not work and Decatur Edwards was talking to them and I had to give them their freedom. They would not work unless I beat them, so I gave them their freedom and they went on.

Q. Then Little Boy left home because you all could not agree.

A. No, I gave him his freedom. I raised them and they would not work. He wanted to go for some time. I said "Now, you go and don't bother me," make all the money you want and have it for yourself".

Q. He was trifling too, was not he?

A. Yes, by these boys talking to me, telling him he could get big money, 30¢ an hour and such talk as that.

Q. Where is Sidney?

A. Because I did not want him there. He was undermining me and did not treat me as a Father; did not keep up fences; tried to get my labor and had the negroes mad with me and I had nobody but my poor self. Boy (George) went to war.

Q. How much open land have you to cultivate?

A. I reckon, let me see, sixty (60) acres - maybe seventy (70).

Q. Tell the Court your condition; that is, as to whether you are crippled, etc.

A. That is what struck me so close. I had nobody to work and four horses in stable and that negro was my main dependant and he tried to get the negro to leave me, when he knew I hired him, provided man did not come to live in house who had bargained ahead.

Q. Are you crippled or not?

A. I should say I was (Exhibition). Cannot walk without stick.

Q. Have many children have you, all told?

A. Eight (8) by my first wife and three (3) by my second.

CROSS EXAMINATION:

By Mr. Deans:

Q. Mr. Edwards, name your children by your first wife.

A. Charles Wise Edwards; Decatur Edwards; Morris Edwards; George Edwards; Albert Curtis Edwards; Mary Ellen Edwards; Little Boy Edwards and Sidney V. Edwards by my first wife.

Q. Is Charles dead?

A. Yes.

Q. You some times call Decatur "Joel", don't you?

A. Yes, Joel Decatur - that is his name.

Q. Where does he live?

A. Over at Spiers' place.

Q. Are you all on good terms?

A. No, no, I wanted my money all the while. He claims in his evidence (I looked over the paper, you understand) that he offered me money, or something similar, and I would not let him pay me. May God forgive him. Never in his life has he ever offered to pay me, except last September.

Q. Tell the Court why you give your Son, George, a new writing, extending time, and did not give Morris a new writing?

A. The boy was dutiful to me, worked for me and behaved himself and went in good company. Gave me no trouble. I told him if he would go to work he could pay for the land. Lost my horse \$200.00. As I said I lost my horse, and I said now I am going to give you three years more - you can either work for me and pay 1/2 wages. He agreed to it and went to work. Cut down about 7, 8, probably 9, acres of land. Hired hands and went out. Before, when they first bought land he left same for a year and helped him (Morris). Had that to themselves. I had nothing to do with it, but the second year, about Fall, don't know exact time, between September and Christmas, boy (George) said he would rather have part to himself; Morris is getting my work and rather have mine to myself. Then I divided tract of land before the time was out. Second year in the Fall, might have been October. I let boy (George) take one side at \$300.00 and the other to the boy (Morris) at \$600.00, as Morris lived on it. We gave him choice, one side at \$300.00 and the other side at \$600.00. Said Something about straightening path. (

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but they failed and paid nothing. I had no idea of boy bringing suit, when he pointly knew he had no right to land. After bought it I jogged him along, but he rode the road and suited himself.

Q. Then, why was it you did not give Morris a new writing the same time you gave George one?

Q. Was it before or after he had been to see Mr. Deans that he offered to pay the \$600.00?

A. It was before, I suppose. I heard from Mr. Deans six or seven days after he came to me. He came to my house and offered to take me to see some cousins. I said I could not go. I changed and went with him. On our way back he said "I can pay you for that piece of land now if you can take the money". I said you had three years before you - I will not take it - the time is out.

Q. Tell the Court if Morris has interfered with your labor, and, if so, in what way?

A. Exactly, he then told Anthony I could not get it if he stayed there. He further told him (Anthony) one morning I had him work for me, and Anthony was late coming. I had given Anthony 25¢ more on the day, you understand - raised his wages, and he said he was going to get here sooner on that day, but that boy (Morris) told him I was raising Cain about him doing work. Many times he kept him from coming to work. He stayed at Anthony's house as many times as he stayed at his own house. Just as thick with negroes as can be. Sorry to say it, it is my son - I did not raise him to do it. If he goes anywhere on Sunday he has got to have a negro with him.

Q. What did you ever say to him, if anything, about leaving this land to him at your death?

A. I never said anything to him. I did tell, I think, Lenius Edwards, upon crossing the land, that they could not pay for land and I would probably leave it to him at my death, but I told them I could not give it to them. I borrowed money from Bank at 8% and paid for it first thing. Never told either one anything about it.

Q. Did you ever do anything or say anything to make them believe that it would be all right if they did not pay you?

If he had treated me right I would have taken him in.

Mr. Williams said "He said he might"

Mr. Deans said "~~He~~ said he would"

Q. Who cultivated this land for the year 1919? This year.

A. There are three tenants on it; Brother, William Anthony and (let me see) Henderson Jones. He may tend an acre there - I see him working there. I asked Anthony yesterday if he was renting this land. He said, Yes, 2/3 of land, he would not tell any lie about it. Henderson Jones and Bill (they know him) each cultivated the other part.

Q. Where does Morris cultivate crop?

A. Ex. Addison. He rented there when I told him he would have to move. He ~~rented~~ there and expected to go there. Now, let me tell you one instance. (

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Then goes to him. Says, Morris, going to help me dig my peanuts?. He said, yes, I always helped you. This was after suit was commenced - digging peanuts time. He said he had always helped. I said, yes, that is all right Morris, you have helped me, but you are sneaky in other ways. Called attention to letting Brother's cows go away. Then, I says further you have been to Mr. Deans and entered suit. You knowed the time had been out two years and I treated you all right and you know you have not treated me all right. He said "My money is thrown away right now!" He said Mr. Deans advised him to stay there and not move. He was going to move. I don't know what Mr. Deans has done, but that is what he told me. I says, how much did you pay Mr. Deans.

By Mr. Williams: It is not worth while to tell what he paid Mr. Deans.

(Con) As long as I did not know I asked him how much he paid Mr. Deans.

pay for the land and I would give him, G. W. Edwards, three (3) more years, and I give him writing at \$100.00 a year. To this boy, Morris, I know plainly I did not extend the time. It was known before the time and after it was out he was told; then he comes to me and told me he had the money to pay me for it.

Q. When did he tell you he had the money ready for you?

A. September 18, 1918. I told him No. The time had been out two (2) years and I said "I will not take it". He built a house on it that I did not know anything about until he had it framed. I told him I would pay him, when he mentioned it to me; I will pay you for building the house, you understand, but improvements I will not pay you for unless law says so. Would pay him for improvements since the time had run out, but he did not mention one word to me about building and had the house framed before I knowed it.

Q. Now, after the time had run out and he continued to stay there, what conditions did he stay under?

A. I said Boy, as long as you treat me right and we have no trouble you can rent land for \$36.00, but when we have trouble and you don't treat me right you will have to leave there. I have no particular use for it, but to pay me \$36.00 rent and as long as we get along and have no trouble and he treated me right he could stay there. Mentioned cleaning up bark and keeping up fences. I wanted to help him and wanted to see him go forward - did not want to put him down.

Q. Then, why was it you refused to accept the \$600.00 last September?

A. Why, the time was out and I knowed I did not want him there, because he mingled with negroes. Would not tend the land and keep up fences. Like high-way robbery talking behind my back and trying to get the negroes from working for me - did not have any pity on me. That is why I did not want him.

AND I paid him \$60.00, which left \$40.00. This \$40.00 I credited on the contract. The \$100.00 I gave them to help them along. I told them that. So, in 1914, he moved upon the land. The time went on, Fall came for payment he had nothing to pay, said nothing about it, had nothing, so I waited until last payment - whether payment was on January or December I could not tell you, but if it was on December, 1916, was last payment - I might have given him until January to make payment. Well, the time went out, as I said, and he did not work to suit me, and I told him before the time was out. He came to make to know what was best to do; if he could do better at \$15.00 per month at Mr. Stotts, and he went to Mr. Stotts the next year, and then come back from Mr. Stotts. I took place that year for interest - paid interest, you understand - so I took the place myself and cultivated enough to get my money. I had told him that he could not stay there, as he was not doing as I wanted him and I jogged him all the time that I needed my money, and he made no effort to get it and said nothing about it unless I named it to him, (so I told him plain and square before the time was out that when it was out I would not give them any further time and I told him when it was out.) The last settlement we had, you understand. I gave him a receipt in full, my wife was looking at me. I weighed some peanuts and gave him receipt. My wife is in town to testify to that to-day, as she was looking at it and I will have her brought around here when you need her. I told him when the time was out that I was not going to give them any further time, both of them, but, after telling them that I would not give them any further time, I did, a month later, hire G. W. Edwards for another year. I told him if he would go to work he could

A. I purchased the land 1912, Thanksgiving Day in November, 1912. I paid one-third for the land cash; in three (3) months it seems there was some trouble and party wanted the money, so 14th. June I paid balance of money. Sold my lumber and this tract of lumber we spoke of I sold for \$650.00. Well, I paid for the land, recorded the deed and paid for recording it, and I see in the plaintiff's statement where he paid me \$10.00 for recording deed - I never got it if he paid it, but anyway I paid bought it for myself and I paid my money for it. These boys were neither with me at any time to look after money matters or know any more about it than you. It had been a worry to me because cattle were in it and I bought it to get that worry off my mind. In 1913, about December, these boys bargained with me to buy the piece of land. This boy was living at Mr. Eddie Laines.

Q. Which boy?

A. This boy, Morris Edwards. He was going to leave there to come here, so he wanted this land and I sold it to the two boys on conditions that, if they paid the just and full sum of \$1,040.00 they should have a deed of bargain, but if they failed to pay it (don't know exact contract) this contract shall be void; in other words, the land shall be mine, and as well as I remember the agreement the same read "This is to certify I have sold to M. A. Edwards and George Edwards tract of land and if they pay just and full sum of \$1,040.00 they should have deed of bargain.

Q. Is this the contract?

A. Let me see - let me get my specks, cannot see a thing without my specks. Yes, that is it. Yes, paid \$140.00 cash - I see that on it. They paid that only in this way. He paid Forty Dollars (\$40.00) cash. I owed him \$100.00 for a horse

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

-----oOo-----

M. A. EDWARDS,.....Plaintiff,)	}	IN CHANCERY:
- vs -		
R. J. EDWARDS,.....Defendant.)		

-----oOo-----

Depositions of witnesses taken before A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, pursuant to agreement of counsel as to time and place, at the office of E. H. Williams, in the Town of Smithfield, Virginia, April 9th, 1919, to be read as evidence on behalf of the defendant in the above entitled cause pending in the Circuit Court of Isle of Wight, Virginia.

PRESENT: MR. P. P. Deans for the plaintiff,
Mr. E. H. Williams for the defendant.

-----oOo-----

R. J. EDWARDS, being duly sworn, deposes as follows:

Examined by Mr. Williams:

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

A. R. J. Edwards, farming occupation, age fifty-eight
27th. November.

Q. Where do you live?

A. Isle of Wight County, Newport District, near Uzzle Church.

Q. Mr. Edwards, You are the defendant in this suit of M. A. Edwards against R. J. Edwards?

A. Yes, sir.

Q. Mr. Edwards, as much as you are very deaf, just tell the Court in your own language your side of this case.

Morris A. Edwards

vs) Chancery. No. 280

R. J. Edwards

Memorandum

Filed Nov. 27th. 1918.

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Morris A. Edwards

vs) Chancery

R. J. Edwards

Issue summons for defendant to answer complainant
a bill in chancery, to be filed at Second December Rules, 1918.

 p.q.

To the Clerk of the Circuit Court of
Isle of Wight County, Virginia.

\$7.50

Jan 6

1914

231

This is to certify that I R. J. Edwards

has sold to G. W. Edwards & M. A. Edwards

the tract of land known as the Henry Butler Decease Land for one thousand and forty dollars \$1,040 on condition

I reserve a right of way 20 feet wide that runs across the said Henry Butler land to my farm known as the Ellisberry tract of land which runs East and West

The said G. W. Edwards and M. A. Edwards is to pay \$1,040 cash + \$900 balance to be paid in 3 equal payments as follows \$300 Dec. 1. 1914
\$300 Dec. 1 1915 \$300 Dec. 1 1916

if the said G. W. Edwards and M. A. Edwards comply with the above they shall have a deed of bargain & but if they fail to comply with the above this contract is void and shall be of no effect and the land remain in full force as mine and they lose what so ever they may have paid on the said land

given under my Hand and Seal this day
January 6. 1914

R. J. Edwards
Witness Mrs Lillian Edwards.

"Exhibit A"

232

Jan 6 1914

Paid on the ~~bill~~ in one hundred and forty
dollars

Ex "B"

12 . - 29 . - 1918

Rec of m. d. Edueord is full
for rent for Stevy Butler
tract of land \$34.00
R. J. Edueord

I Steer by no way you that
1919 is the best year
you can rent from me

12 25 1916
 from ... to ...

14	30	14	214
80	8	14	8
140	240	21	112
140	240	6	
280	480	124	
	280	16	18
	760	8	11
	100	128	18
	860		198
	420		

wellen boarding

floor 14
30
 420

504 42
48
 24 84
 24

14
16
 84
 14
 1222 4119
12
 104 38
 8619
8
 228

860
 420
 228
 126
 140
 198

36
14
 144
 30
30
 504
 12900 76
84
 40 150

500
 2472
 150
84
 2706
200
 6482

2 doors 8 400
 4 windows 8 800
 roof 8 800
 building 8 800
8 5000
 5482
 810 4012

for Swelling house	\$	104.12
Crib full out skint	\$	1.00
full barn	\$	2.00
cow stalls and horse stall	\$	3.00
for clearing land	\$	6.00
wire		2.00
	\$	249.12