

1877-002
Nansemond Co. (Suffolk)

Chancery Causes: Andrew Marshall vs Trst of Thomas E. Outland & wife Josephine F.

Edwards, Perden, Kilby, Archer, Prentis, Eley

Andrew Marshall

to { in Chy. Costs.
Thos E. Outland Dal

Plaintiffs Costs

clk. . . . \$6.30

Stff. . . . 2.50

Witnesses . . . 2.00

\$ 10.80

C. H. Gansq. W. P. . . . 5.00

\$ 15.80

int. tax . . . 1.50

\$ 17.30

Defts. Costs

clk. . . . \$ 5.00

Att. : . . . 15.00

\$ 20.00

Costs

Costs

Petty Costs

clk.	\$6.30
shk.	2.50
Wm. J. S.	2.00
1000. Tax	1.50
Notary Public (C. C.)	5.00
	\$17.30

Other Costs

clk.	\$5.00
att.	15.00
	\$20.00

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *John R. Kelly, Trustee; Thomas E. Outland and Josephine F. his wife*

to appear at the Clerk's Office of our *Circuit* Court for the County of Nansemond, on the first Monday in *March* next, 18*77*, being rule day, to answer a bill in chancery, exhibited against *them, in said Court* by

Andrew Marshall

and unless *they* shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *24th* day of *February* 18*77*, and in the *101st* year of the Commonwealth.

Peter B. Prentis Clerk.

Note The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Copy for,
John R. Kelly, Trustee

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON

John R. Kilby, Trustee; Thomas E. Outland, and Josephine F. his wife;

to appear at the Clerk's Office of our *Circuit* Court for the County of Nansemond, on the first Monday in *March* next, 18*77*, being rule day, to answer a bill in chancery, exhibited against *them, in said Court*

by

Andrew Marshall,

and unless *they*

shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *24th* day of *February* 18*77*, and in the *101st* year of the Commonwealth.

Peter B. Prentis Clerk.

Note - The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Executed and a true copy delivered to John
R. Kelly ^{Trustee} v. James E. Orellana and Josephine &
his wife Esch

J. H. Rawls, Secy for
J. P. Kelly, Secy

Wright & Rawls, Secy

Andrew Marshall

to { send in Chy:

John R. Kelly, Trustee, No. 5
E. Orellana and Josephine &
his wife

To March 1879

Ex

Pro: J. R. Kelly, Secy 97

Ex: Secy

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON Samuel Eley, Andrew Marshall,
Peter B. Prentis, A. S. Eley and Hollard Archer,

The proper Officer _____
to appear before the Judge _____ Court of Nansemond County, at the Clerk's
Office House of said County, on the 26th day of March, 1877, ^{at 11 o'clock a.m.} to testify and the truth
to say on behalf of Andrew Marshall

Circuit Court for said County
in a certain matter of controversy in our said Court, depending and undetermined between said

Andrew Marshall _____

Plaintiff
and

John R. Kelly, Trustee Lathen _____

Defendants.

And this the witnesses shall in no wise omit, under the penalty of \$100 each: and have
then and there this Summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 15th
day of March, 1877, in the 101st year of the Commonwealth.

Peter B. Prentis Clerk.

Andrew Marshall

to } s. h. a.

John R. Kilby, Trustee, do.

To 26th day of March,
1877, at 12 o'clock a.m.
at the Clerk's Office
of Nassau County.

~~At the vesting in~~
~~1877~~
~~11 09 12~~

Wednesday the
4th
of B. Hargrave

Executed & copy's delivered to David & Mary Cunningham
Marshall Peter B. Prudden as S. & Mary & Richard
Crischen

J. S. Thompson S. M.

To Andrew Marshall

Take notice that I shall on the 26th day of March 1897, next, at
the clerk's office of Nausumma Co. ver. in Suffolk
between the hours of 8 a. m. and 6 p. m. of that day, proceed to
take the Depositions of W. H. Leason
and others, to be read as evidence in my behalf, in a certain suit
in chancery, depending in the Circuit Court of Nausumma
County, wherein zm
are plaintiffs, and I and others
are defendants; and if from any cause the taking of the said Depositions be
not commenced on that day, or if commenced be not concluded on that day, the taking of the same will
be adjourned and continued from day to day or from time to time, at the same place and between the
same hours, until the same shall be completed,

Respectfully,

Thos. E. Outland

E. atty

To the Sheriff of
County to execute.

}

Marshall

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Outland &

Notice to take
seep. on 26 March
1877.

Notice is hereby ask-
nowledged for Andrew
Marshall.

Wight & Kauley
seep

This Deed made the 10th: day of June in the year of our Lord one thousand eight hundred and seventy two between Thomas E. Outland and Josephine his wife of the county of Hanover State of Virginia of the one part and Aclan Edwards of said County of the other part. Witnesseth: That in consideration of the sum of Sixty Dollars, the said Thomas E. Outland and Josephine his wife, do grant with general warranty unto the said Aclan Edwards and to his heirs and assigns forever, the following real estate, to wit: a small parcel of land in Church-hick Township, Hanover County Virginia, containing Three acres, bounded as follows. On the N. by lands of Thomas E. Outland on the S. & East by lands of D. W. Duke, and on the West by the main road leading to Saint Elys & to Suffolk & Windsor fronting lands of Mr Fulgham. Together with all and singular the appurtenances belonging to the same. And the said Thomas E. Outland covenants that he has the right to convey the said land to the said grantee: that the said grantee shall have quiet possession of said lands: that he has not done any act to encumber the said land: that he will execute such further assurances of the said land as may be requisite.

Witness the following signature & seals

Witness

John T. Ridelick

Thos E. Outland (Seal)

Josephine Outland (Seal)

State of Virginia,

County of Hansemond to wit:

We Joseph P. Webb and Geo. W. Briggs Justices of the peace in — for the County of Hansemond and State of Virginia do certify, that Josephine Outenul the wife of Thomas E. Outenul whose names are signed to this writing bearing date 10th June 1872, personally appeared before us in the County aforesaid and being duly examined by us privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Josephine Outenul acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it.

Given under our hands this 10th: day of June 1872.

Jos P Webb J.P.

George W. Briggs J.P.

Virginia

Hansemond County, to wit:

I, George W. Briggs a Justice of the peace in and for the County of Hansemond, in the State of Virginia, do certify that Thomas E. Outenul whose name is signed to the within writing bearing date June 10th: 1872, acknowledged the same before me in the County aforesaid.

Given under my hand this — day of June 1872—
Geo. W. Briggs J.P.

In the Clerk's Office of Hanson County Court,
June 11th 1872.

This Deed was received duly certify and there-
upon admitted to record. The requisite stamp
of 50¢ being affixed and cancelled,

Teste,

Willis E. Cochran - clerk-

A Copy -
Teste,

Peter B. Prentiss. Clerk.

Xm'd

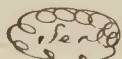
Thomas E. Onland Dep:

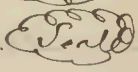
In { Copy Recd
Adam Edwards.

This Deed, made the Twelfth day of January, in the Year of Our Lord, One Thousand eight hundred and seventy-seven, between Thos. E. Outland and Josephine F. his wife, of the County of Nansemond, in the State of Virginia, of the one part, and O. W. Duke, of the same place, of the other part, Witnesseth: That in consideration of the sum of Forty Dollars, the said Thomas E. Outland and Josephine F. his wife, do grant with general warranty, unto the said O. W. Duke, and to his heirs and assigns forever, the following real estate to wit: four acres of land, in Chuckatuck District, Nansemond County & State of Virginia, and bounded North, by the land of Adam Edwards; South, by said Duke's other land: East, by said Duke's other land, also; and West, by the County road, leading from Samuel Eley's residence to Peter's Bridges — which land was on the first day of October, 1869, sold to said Duke, in exchange for four acres conveyed to said Outland, by said Duke, by Deed of that date: And whereas possession of said four acres was delivered to said Duke on 1st. Oct: 1869, but no Deed made, and now this Deed is to be considered as relating back to the 1st. Oct: 1869. Together with all and singular the appurtenances belonging to the same. And the said Thos. E. Outland covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land, as may be requisite.

Witness the following signatures and Seals:

Witnesses:

Thos. E. Outland 

Josephine F. Outland 

State of Virginia }
County of Nansemond } to wit:

I, Wilbur J. Kilby, Notary Public, in and for the County aforesaid, in the State of Virginia, do certify that Josephine F.

Outland the wife of Thomas E. Outland, whose names are signed to the writing above, bearing date the 12th. day of January 1877, personally appeared before me in the County aforesaid, and being duly examined by me privately and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Josephine F. Outland acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 12th. day of January, Eighteen hundred and seventy-seven.

Wilbur J. Kilby
Notary Public

Virginia

County of Nanssmond } To Wit:

I, Wilbur J. Kilby, Notary Public in and for the said County, in the State of Virginia, do certify that Thomas E. Outland, whose name is signed to the writing above, bearing date the 12th. day of January, 1877, has acknowledged the same before me, in the County aforesaid.

Given under my hand this 12th. day of January, 1877.

Wilbur J. Kilby
Notary Public

In the Clerk's Office of Nanssmond County Court, the 13th. day of January, 1877.

This Deed was received, and with the certificates written thereon, admitted to record.

Teste,
Peter B. Prentiss. Clerk.

A Copy:
Teste,
Peter B. Prentiss. Clerk.

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Thomas E. Outland

Exp:

To } Copy Need

W. W. Duke

This Deed, made the *Eleventh* day

of *May* in the year of our Lord one thousand eight hundred
and seventy five between *Thomas E. Outland*

and
Josephine F. — his wife, of the County of *Nansemond*
in the State of *Virginia*, of the one part, and *Andrew Marshall*
of *City of Pittsburg*, state of *Pennsylvania*

of the other part, **Witnesseth:** That in
consideration of the sum of *Two thousand six hundred & twenty five* dollars
the said *Thomas E. Outland* — and *Josephine F.*

his wife, do grant with general warranty, unto the said *Andrew*
Marshall — and to his heirs and assigns, forever, the
following real estate, to wit: a tract of land in *Nansemond*
County, State of *Virginia*, containing *Two hundred*
acres, more or less, lying on the East side of the
County road, leading from *Samuel Eley's Residence*
to *Phillip's mill pond*; and bounded north by the
said mill pond; East by the Land of *Elijah Richards*,
South by the Lands of *D. W. Duke* and *Adam Edwards*,
and west by the said County Road: and which
Land was purchased by the said *Thomas E. Outland*
of *Edward Darden* by deed, which was duly
recorded, from which a small piece of about *Two*
acres has been sold to said *Adam Edwards*.

together with all and singular the appurtenances belonging to the same.

And the said Thomas E. Outland covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Witnesses:

Thos E Outland [SEAL.]

Josephine Outland [SEAL.]

State of Virginia,
County of Nansemond

} To wit:

I, John R. Kilby, a Notary Public, in and for the county aforesaid in the State of Virginia, do certify that Josephine J. the wife of Thomas E. Outland whose names are

signed to the writing above, bearing date the 11th day of May 1875, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Josephine J. acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 11th day of May eighteen hundred and seventy five

John R. Kilby
Notary Public

Virginia,

County of Nansemond

} To wit:

I, John R. Kilby, Notary Public in and for the said county, in the State of Virginia, do certify that Thomas E. Outland whose name is signed to the writing above, bearing date the 11th day of May 1875, has acknowledged the same before me in the county aforesaid.

Given under my hand this 11th day of May 1875

John R. Kilby
Notary Public

In the clerk's office of Nansemond county court May 12th 1875
This deed was filed duly certified and thereupon admitted to record

Lishe
W. C. Cohoon (Clerk)
R

Examined

Deed of Bargain and Sale.

Thomas E. Culland
wife

TO

Andrew Mosshare

1875 May 12th Recd Culland
at R

Recorded Book 4th page 648. uw

Jos & Luffwell 388

The depositions of Samuel Eley taken (by consent of both, the defendant and the plaintiffs in this case) before me, R. H. Rawles a Notary Public for the County of Nonsemmund, at the residence of Samuel Eley in said County on the 6th day of April 1877 between the hours of 9 am. and 4 P.M. to be read as evidence on behalf of Andrew Marshall, in a certain suit in equity - depending in the Circuit Court for the County of Nonsemmund wherein Andrew Marshall is plaintiff & Thos E. Outland and Josephine Outland and John R. Kilby, trustees, are defendants.

Present: - R. H. Rawles, Counsel for Plaintiff.

Willard J. Kilby, Counsel for Defendants
Samuel Eley being duly sworn on the Holy Evangelists of Almighty God deposes and saith as follows:

1st Question by
R. H. Rawles, Counsel
for Pltff.

How old are you and where do you reside?

Answer

I am seventy four years old and reside in Nonsemmund County near the plaintiffs residence.

2nd Question

Do you know Andrew Marshall the plaintiff in this suit and if so how long have you known him?

Answer

Yes, I have known him about two years.

3rd Quest. Do you know J. E. Outland one of the defendants in this suit and how long have you known him?

Answer. Yes, I have known him ever since he was a child.

4th Quest. Are you acquainted with the general locality of the farm sold by said Outland to Marshall?

Answer. Very well - it is within a quarter of a mile of my residence in Townsend County.

5th Quest. Did you ever purchase any part of the farm on which Andrew Marshall now resides?

Answer. Yes, I purchased one acre more or less being an acre of meadow land and the right of way to it.

6th Quest. When and from whom did you purchase it?

Answer. I bought it of Thomas Jefferson some time before he died and he died on or before the 1st of September 1839.

7th Question. Did you have a deed for the same?

Answer. I did, from said Jefferson & wife.

8th Quest. Was your deed recorded and if so when?

Answer. I presume it was recorded as I left it

at the Clerk's office of Hancock County
to be recorded, soon after I received it.

9th Quest.

Explain the destruction of said Deed and
the record.

Answer

Both the original and the record of it
were destroyed in the said Clerk's office
when it was burned by fire in the year 1866
& I think.

10th Quest.

Describe the situation of the said acre of
land so purchased by you.

Answer.

It is on the East side of said Marshall's farm
from the road, and on the run of the branch.

11th Question

Was the said acre designated by marked trees
or in any other special manner?

Answer

It was designated by marked trees and
the run of the said branch, and I see that
some of the said trees have since been cut
down by some party unknown to me.

12th Quest.

Was the said acre contained within the
boundaries of the land conveyed to Andrew
Marshall by J. E. Outland & wife?

Answer.

No I have not seen the deed from Outland
to Marshall, I do not know.

13th Quest.

Was the said acre contained within the
boundaries of the farm owned by said Outland
before he sold to Marshall?

Answer

Yes, it was, even before Outland owned it.

14th Quest.

For what special purpose did you purchase the said acre?

Answer

I purchased it to get more to use on my farm.

15th Quest.

Are there anywhere more beds in the community as convenient as there.

Answer

Yes, there are other more on farms adjoining that farm, as well as on that farm.

16th Quest.

Have you been accustomed to dispose of more from this acre to your neighbors?

Answer

Yes, frequently.

17th Quest.

Has your right to this acre of land ever been legally contested?

Answer.

No, it has not.

18th Quest.

Have you not really used, and virtually been in possession of the said more beds all the said time $\frac{1}{2}$ since your purchase.

Answer

I have.

19th Quest.

Has not said Outland recognized your title to the said land?

Answer.

Yes.

20th Quest.

Has ~~you~~ he allowed you to use and enjoy the said land for the last twenty years without taking legal steps to prevent your so doing?

Answer

He has.

21st Quest. Was your deed for the said acre of land
on record when said Outland bought the
farm and when it was sold prior to that?
Answer. I presume it was.

22nd Quest. Does the part purchased by you ever here
sell by you since your purchase?
Answer. It has not.

Cross Examined by W. J. Kelly attorney for
Defendants.

1st Quest. Have your neighbors or other persons been
accustomed to procure wood from the
other lots near that ~~one~~ of said acre of land
not recently, but formerly & think they did.

Answer
2nd Quest. What amount did you pay Jefferson for
said one acre of land and mill lot and
right-of-way?
Answer \$25.

3rd Quest. Did you ever give said Outland notice
that you had the right to said one acre
and mill lot and right-of-way?

Answer Not until he objected to my using it.
4th Quest. When did he object to your using it.

Answer Not until after the said Clerk's appoi-
nment the record was destroyed.

5th Quest. Was there any difference between you & Outland
at that time?

Answer None that I know of.

6th Quest.

Answer

Are there any more beds on your farm?

None.

7th Quest.

As a part of the Outland farm what is the said more bed worth?

Answer

But very little to the owner of that farm: as there is plenty of more on that farm. not more than ten cents.

8th Quest.

How near were you and said Outland living to each other and how long did you so live?

Answer.

About half a mile about ten or fifteen years.

9th Quest.

Why did you give twenty five dollars for said acre of land?

10th Answer

Because my farm has no more on it and it was worth that to my farm.

11th Quest.

Were you at the sale of the farm when made by Edward H. Jordan, Col. W. H. Jordan being the owner at said sale and if so did you then and there give notice that you had any claim to the one acre and more bed and right of way to the same?

Answer

I was not present at the sale and consequently did not give notice.

12th Question

Did you have notice of said sale or ~~no~~ know of it in any way?

Answer

I did not.

Re-examined by R. H. Rawls
for defendant

1st Quest.

What is the value of the said mail bill
as a privilege to your firm?

Answer

I would not take one hundred dollars
for it as there is no ~~other~~ mail on
my firm

2nd Quest.

Suppose there were other mail bills on this
your firm or attached to it would this mail
bill be of any particular value?

It would not.

3rd Quest.

And further this defendant saith not,

Samuel E. Ely

State of Virginia

Norfolk Co, to wit;

J. R. H. Rawls a Notary
Public for the County of said in said State
do hereby certify that the foregoing depositions
were duly taken, sworn to, and subscribed
before me at the time and place men-
tioned and according to the foregoing notice

Given under my hand this 6th day of
April 1877

R. H. Rawls

Notary Public.

Leaf of
Sam. Day

Deposition taken at the clerk's office of Nansemond County Va in Suffolk, on the 26th day of March 1877, to be read on behalf of the defendants in a suit in Chancery pending in the Circuit Ct. of Nansemond County Va, wherein Andrew Marshall is plaintiff and John R. Kilby, trustee, Thomas E. Outland and Josephine D. his wife are defendants — Taken between the hours of 8 a. m. and 6 p. m. of that day, pursuant to the annexed notice.

Thos E. Outland being duly sworn deposes, & says as is set forth in his answer, below—

Present, R. H. Rauls, of Counsel for the plt.

and John R. Kilby do. for defts.

1st Question by John R. Kilby atty for defts.

How old are you, and ^{are} you a party defendant in the suit referred to above

Ans. Forty two years of age and I am the party referred to

2nd Ques By Same— Where do you now reside—

Ans. In Suffolk, Nansemond County Virginia

3rd Ques By Same— Do you know the Plaintiff Andrew Marshall & and if so how long have you known him

Ans. I do, and have known him about two years—

4th Ques By Same— Did you live on the land sold by you to Genl Marshall as referred to in the record in this suit, and if so how long and during what periods.

Ans I did— from 1857 to 1873 having purchased the place in the Summer of 1856—

3th Question ^{By same} Of whom did you purchase the said land and when, and whether at private or public sale?

Ans- I purchased of Edward Darsden at public sale his brother William H. Darsden acting as his agent, he being present, and on the premises

6th Question By same - How far from the said premises did Samuel Ely Ely then live, and now live.

Answer About three quarters of a mile and he has lived there ever since.

7th Question By same Was the said Ely present at the sale so far as you know?

Ans- I cannot say positively whether he was, or not.

8th Question By same - At the sale so publicly made when you purchased the said land, was there any reservation made of any mail-fee or right of way to the same, or any announcement made of any one having any claim to any portion of said land?

Answer There was no such announcement made and no reservation whatever of any portion of the same.

9th Question By same - During the long period that you lived on the said land and said Samuel Ely living so near the same, did you frequently see him and did he ever notify you that he had any claim to any portion of the same.

Ans- I saw him very frequently during that time and ^{he} never at any time informed me that he had any claim to any portion of the land or right upon it.

10th Question By Same - When did you remove from the said farm and to what place?

Answer I moved from the farm in January 1873, and went to Suffolk.

11th Question By Same - Has the said Samuel Ely at any time since you left the said farm and before you sold the farm to the said Marshall, or since, notified you that he had any such claim as above referred to?

Answer He has never during that time notified me.

12th Question By Same - Has the said Samuel Ely said anything to you in reference to the said mail box, and if so when, where and what was it?

Answer He came to me the latter part of the year 1874, on a county court day as I was standing in the piazza of the Courthouse and asked me if Mr Nat. Phillips had never told me that he (S. Ely) owned that Mail Box and I told him he had not. Mr Ely was called off and nothing more was said then nor has been since.

13th Question By Same - Did any conversation ever take place between you and Mr. A. S. Ely, son of said Samuel Ely, relative to said mail box and if so, when, where and what was it?

Answer Yes. Directly after the close of the war - he being at the time in a cart, on the farm, ^{in the path} on his way to the mail box - I said to him I did not wish him to have any more mail from the box as his father and myself were not on friendly terms and I

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did not wish any one to handle who was not on good terms with me. He replied his father had a deed for the said land. I told him to produce his deed and let me see it - and he could handle all he wanted and I should be perfectly satisfied. He replied that he would not please me so much as to do it.

14th Question By Same - Describe the said small tract and its situation and how used and by whom and its value?

Answer - It lies on a hill side near a meadow and runs my stream between this land and that of Elijah Richards and approached by a ^{cart} path from the road which runs through the wood land. and was used by the neighbors generally without any restraint on my part for a distance of five miles. and as part and parcel of that farm I do not think it worth more than Ten (10) dollars as there is plenty of mail more convenient for farm purposes.

15th Question By Same - Are you able to make good any damages that Marshall could sustain were the said Samuel Ely to sue and recover the said small tract and right of way to the same?

Answer - I am -

16th Question By Same - Did the said Marshall know from you when you were negotiating about the sale of the said farm to him, how the small piece of about two acres sold by you prior thereto to Adams

Edwards (a colored man) was wounded?
 Answer - He died. I told him all about it - and
 showed him the price of land =

17th Question By Same - State all the circumstances about the
 sale and use of a small piece of land occu-
 pied by a colored man named Richard ^{Holland} ~~George~~
 and any dispute between the said Holland
 and Marshall then and how it was
 settled?

Answer - When I sold the Seel farm to Marshall I in-
 formed him that I had given Holland permission
 to build a house and occupy the same two
 years free of rent; and if he did not pay the
 whole expense of building the house he was only
 to occupy it - one year - it was a corner of the
 farm across a branch running through it; The first
 of 1876 when Holland had been on the place one
 year Marshall had an offer to purchase that
 portion of the farm and desired to get him off
 the land - and came to me and asked if there
 was no way to get Holland off the land. I
 told him only one way and that was as he
 owed fifteen dollars on the house; if he
 refused to pay that sum, he could be removed
 at once under the terms of my agreement with
 him. He ^(Marshall) then asked me to meet him at Holland's
 home - which I did - and Holland agreed to pay
 him the money, which he said was satisfactory

and soon after Holland paid him ten dollars in part of that sum and took a receipt for the same of which the following is a true copy
 "\$10 February 7th 1876- Rec. of Richard Holland in act. of Rent of House for the year 1875- Ten Dollars- Andrew Marshall"

Cross Examined by Plff. Atty.

1st Question By same How much did you give for the farm when you purchased it?

Answer I gave twenty-two hundred and five (\$2005) dollars.

2nd Question- Had you sold off any portion of the land except the piece to Orlan Estuener before you sold to Marshall?

Answer I had not sold any ^{other} part of it, but I had exchanged four acres with Mr D. W. Duke acre for acre, I gave cleared land for wood land, which straightened the line and added to the value of the farm.

3rd Question Has not since your purchase, Mr Lammie Ely frequently asserted a claim to the land bed in question and a right of way to the same?

Answer No - the only time he ever said anything to me was the time above specified.

4th Question Has he not been in the habit of using road from the said bed?

Answer Yes.

5th Question Did he ever ask your permission to use
man from the bed

Ans- No, I allowed every one to use it-who lived
around me

6th Question Was it not the custom of those who used
meat to ask permission of you to use it-
before using it the first-time?

Answer Some asked permission and some did not

7th Question Did you ever forbid Mr. Ely to use the
meat-

Answer I forbid his son but never him.

8th Question When you forbid his son did he not con-
tinue to use it-on that occasion- stating
that it belonged to his father?

Answer I cannot state positively whether he did or did
not continue to use it-

9th Question After the claim then set up by him did
you take any steps against him to prevent
his using it-

Answer I did not-

10th Question Did not he (A. S. Ely) refer you to Mr. Nat-
Phillips and tell you that he (Phillips) had
surveyed the meat bed and written a deed
for his father

Answer I do not remember his using any such
words. I do remember that he said his
father had a deed for the bed

11th Question When you were to Marshall did you not
take him to this meat bed and point

out its special advantages -

Answer - No. I did not do any such thing
12th June Is it not generally rumored in the community
that Samuel Ely cleared the Mail trail
at this time? (Excepted to) -

Answer I do not think it is so - I do not believe two
thirds of the neighbors ever heard of his crossing
it -

13th June What real estate do you now own?

Answer I own a home and lot in Suffolk and
an interest in another amounting to
about two hundred dollars. The home &
lot being assessed at Eleven hundred and
fifty dollars (\$1150), making a total of \$1350.00

14th June What is the assessed value of your personal
property -

Answer about twelve hundred dollars

Re-direct - by J. R. Kelly Esq. Deft. Atty -

1st Question Has the Cart way referred to leading to the
mill been at all times free from gates
or other obstructions, and does it run through
any field or cleared ground - is the said
way open to the public without hindrance?

Answer It has at all times been free and open with-
out any hindrance; it runs through no field
or cleared ground and has always been open
to the public.

And further this deponent can not

Thos E. Cuthbert

Ad joined till Wednesday the 4th day of April
1877 at the same place and between the same
hours named in the notice.

C. H. Leary
Notary Public.

Wednesday April 4th - 1877. Met Pursuant
to adjournment. Geise Thomas E. Outland
was recalled by Plaintiffs Attorney by consent.
1st Question by Pltffs Atty - You state that at the time you
had the conversation with A. S. Ely in regard
to the mail box you forced him to use
mail therefore because you and Sam
Ely were not on friendly terms. Did
not your disagreement arise from the
fact that you and Sam Ely both claim-
ed the mail box and had had words
about it?

Answer No Sir we had not. Our difference was
about some family matters. - And further
this deponent thinks not. Thos E. Outland

Col. William H. Darden being sworn to
testify in behalf of the defendant. Says
as is set forth below.

1st Question by J. R. K. Jeff Atty: Were you present at the
sale of your Brother Col. W. H. Darden's land in
Newman's Cove, Va. and if so when was

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the sale made and who purchased the land and whether at private or public sale?

Ans I was present, I cannot give the exact date but it was about twenty years ago and Mr Outtance purchased the land, the sale was public

2nd Quest by same - Did you aid your said brother in making the sale and if so in what capacity?

Ans - I did aid at his request, and acted as the Auctioneer at the sale

3rd Quest by same - Did your brother make a deed for the said land to the said Outtance and if so who wrote it?

Ans - He did make him a deed - I think I wrote it myself.

4th Quest by same - At the sale so made were there any reservation of a mineral land and right of way to the same, or any other reservation

Ans None whatever that I ever heard of

5th Quest by same - How old are you, and when do you now reside -

Ans I am fifty-six years of age and reside in the County of Isle of Wight about six miles from the farm in controversy

Cross examined by Plffs Attorney

1st Quest by R. H. W. Pls Att: What was the purchase price when you sold it to Outtance

Ans- I cannot give the exact price but think it was over two thousand dollars.

2nd Ques- By Exam- Did you know that Saml Ely claimed the Mill bed in question at the time of sale

Ans- I did not - and never knew of it until a few weeks ago

And further this deponent saith not

Wm. A. Hearster

Examination of witness on behalf of the plaintiff. by R. H. W. Plff Atty -

Witness Henshaw being duly sworn deposes and says as is set forth in his Answer below

1st Ques- by Plff Atty: How old are you Henshaw do you reside and are you the Plaintiff in this case.

Ans- I am twenty eight years of age - now living in Hansonwood County on the farm in controversy and I am the plaintiff in this case -

2nd Ques- by Exam- Do you know the defendant Thos. E. Outkumel, and if so how long have you known him:

Ans- I do know him - and have known him

12
About two years

3rd Ques

By Exam - Did you purchase the farm in question from David Outland, and if so state all the circumstances connected with the purchase - (Excepted to by Defs counsel)

Ans

I did Sir - Mr Moore took me out to the farm I was pleased with it & Mr Outland being absent at the time he was sent for and arrangements were made to purchase the farm and then was no reservation made of any part of the farm. When I purchased the place Mr Outland told me I was to receive the whole of the rent amounting to two hundred and seventy-five (\$275) dollars there being then three tenants on the farm.

4th Ques

By Exam - When you came into possession of the farm did you find that any portion of it had been leased to a colored man and if so for what length of time was it leased?

Ans

I found that a portion of it was leased to Richard Holland, a colored man, consisting of about five (5) acres for a period of two years.

5th Ques

By Exam - Did Mr Outland at that time purport to convey to you the right to the rent for the said five (5) acres for the two

years² - Excepted to by Defendts Attorney
 Amey He did -

6th Quest R Same - What was the amount of the
 rent per annum for the said five (5)
 acres,

Amey Twenty-five (\$25) dollars per year
 7th Quest R Same - Have you ever been able to col-
 lect the rent for the same -

Amey I have not - At the beginning of last
 year this tenant, Dick Holland refused
 to pay the rent due for the year before,
 owing to the building of a house on the
 farm, which he said under an agree-
 ment with Mr. Outland entitled him
 to the use of the said five acres of
 land for two years.

8th Quest R Same - State whether since then you
 have warranted the said Richard Holland
 for the rent thus transferred to you, and
 if so what judgment was rendered -

Amey I have warranted him, and got judg-
 ment against Mr. Outland - When
 I warranted Dick Holland judgment
 was rendered against me owing to the
 agreement he had made with Mr. Outland

9th Quest R Same - Since you have been in possession
 of the said land has any one claimed
 the land held in question, and if so
 state the circumstances,

Answer Yes - Mr ¹⁴Samuel Ely claims the manure bed and informs me he has had possession for nearly forty (40) years.

10th Quest. By Serene What would you have been willing to have paid for the farm if you had known that the manure bed in question was claimed by another party and also a right of way to the same.

Answer One thousand Dollars -

11th Quest. By Serene Is it generally known in the neighborhood that Mr. Samuel Ely claims this manure bed with the right of way to the same?

Answer It is -

12th Quest. By Serene How far does the path extend through the farm from the main road to the manure bed -

Answer Between five and six hundred yards

13th Quest. By Serene Has Mr Samuel Ely used manure from this bed since you have been in possession of the farm?

Answer I do not know that he has used it, but he has given his neighbors permission to get manure from it, and they have done so

14th Quest. By Serene If the farm should be sold at Public Auction do you think that the dispute about the manure bed would seriously affect the price?

Ques- I do-

Cross examined by the Defendant's Attorney -

1st Quest By J. R. R. Deft Att: Is there mail on the serial canal as convenient as that referred to above?

Ans- There is mail as near to the home, but not as I consider, as convenient to get to

2nd Quest By Same- You have spoken of a path leading to the mail bed - Does the serial path run from a public County road to the serial bed and stop, or pass on by through the fern to some of the neighbors? and if so is it used as a thoroughfare by the neighbors

Ans- The path stops at the bed and does begin at the public road - This is a private path of Mr. Elys and is not generally used by the neighbors as there is another path.

3rd Quest By Same- State where this private path is, is it near the fence?

Ans- It is not near the fence - it begins at the canal sold by Mr. Outenrol to Asa Lewis Edwards and runs obliquely through a piece of woods and ends at the mail bed; the path used by the neighbors goes by the fence

4th Quest by Same- Is not the path you refer to as

beginning at Adam Edwards' meet as much by the neighbors as the one by the fence in going towards Samuel Ely's

Ans It is, as it is more direct -

5th Quest By Serne Does either of the above named paths run across the said land at any point enclosed?

Ans It does not.

6th Quest By Serne You have said above that it is generally known in the neighborhood that the said Samuel Ely owns the meat bed in question. How do you know -

Ans From information received from the neighbors and from Mr Ely himself personally,

7th Quest By Serne State the neighbors from whom you have heard it -

Ans From Abraham Johnson and sons - Joseph Fulgham, James Fulgham, Bob Richs, Samuel Ely, A. S. Ely and A. W. Ely and others whose names I do not remember

8th Quest By Serne State when you heard them mention or any of them speak of this matter.

Ans I cannot give the exact dates when I heard all the parties but most them told me during the past year.

9th Quest By Serne How far do Adam Johnson and sons and Joseph & James Fulgham live from the residence of Samuel Ely

Answer Abram John & Sons live about one mile distant - Joseph Fulgham about one fourth of a mile - James Fulgham not quite so far
 10th Question By Seneca You have said that Samuel Ely has sent his neighbors to get manure from the place referred to. How do you know it - and who are they

Answer Some came to me and asked permission and others Mr Ely himself told me he sent. They were one man named Smith came to me - and Mr Ely gave others permission to get manure whose names I do not ~~remember~~ ^{know}. One of them Mr Ely said had been using it twenty years.

11th Question By Seneca Is there another bank of manure on the same farm on the path from which people get manure?

Answer I am not aware of another manure bed on the path

12th Question By Seneca Is there not a manure bed about one hundred & fifty (150) yards from the one first above alluded to, and on the path that leads to Elijah Richards from which people get manure?

Answer There is a manure bed there but no manure has been taken from it - to my knowledge.

13th Question By Seneca You gave for the farm as per Deed to you \$2625.00 and you say you would not have given over \$10000 if you

had known of Samuel Ely's claim - so I understand you to say that the claim of Mr Ely's referred to, injures the said land to the extent of \$1625. in the difference -

Answer

I do -

Re-examined by R. H. Remond Plaintiff's Attorney

1st Quest

By the same You have stated that the path leading to the meal heap is used by the neighbors in going to Samuel Ely's. Is it a public road or simply a private path?

Answer

It is a private path cut by Mr. Ely or his agents

Andrew Marshall

William Archer being sworn to testify in behalf of the Plaintiff says as is set forth below

1st Quest

What is your age - and where do you live

Answer

I am fifty six years old - and I reside in Henslow County

2nd Quest

By the same Are you acquainted with the locality of the farm sold by Thomas E. Outland to Andrew Marshall?

Answer

Yes, I am acquainted with it.

3rd Quest

By the same Do you know anything about the meal heap in question on the said farm

Answer Yes I know where it is

4th Quest. By Exam Have you ever used coal from the said bed? and if so when

Answer Yes - I have used coal several times, and from another bed when Mr Outland owned it by his permission.

5th Quest. By Exam By whose permission did you use coal from the bed in dispute

Answer By Mr. Exam. Elys permission.

6th Quest. By Exam Why did you seek Mr Elys permission -

Answer Because he claimed it - and had done so for many years.

7th Quest. By Exam - Do you know whether any other neighbors used coal from the said bed by Mr. Elys permission?

Answer Yes I know one who did, at least he told me Mr Ely gave him permission.

(Answer Excepted to by Deft: Attorney)

8th Quest. By Exam - Is it not ^{generally} known in the community that Mr Ely claims the said coal bed and exercises rights of ownership over the same?

Answer Yes I know he has claimed it - to me but I do not know how many others he has claimed it - for several years -

9th Quest. By Exam. How long have you been using coal from the farm by Mr. Elys permission.

Answer about Six or Seven years

Cross examined by Defendant Attorney
1st Quest By J. R. K. Atty - Have you ever used manure
from other places on the said farm than
the bed you say Samuel Ely claims, if so
by whose consent and permission and
where?

Answer I have used manure from other beds more
than from that by Mr Outenrode's consent,
Seven or eight years ago, and before the
war

And further this deponent saith not
William A. Ashe

Peter B. Prentiss being sworn to testify in behalf
of the Plaintiff says as is set forth below
(The evidence of said action is objected to by ^{attorney} Deft.)

1st

1st Quest What is your age - where do you reside and
are you at present Clerk of Hampshire
County Court

Answer I am fifty seven years of age - reside in
Suffolk and ~~was formerly~~ am at present clerk
of the Courts of Hampshire County -

2nd Quest By same - State how many years you have
been clerk and Deputy Clerk of the said
county

Answer For thirty years with the exception of four years which occurred between May 1871 and July 1873-

2nd Ques By Same State whether during your term of office the clerks office was destroyed by fire together with all the records contained therein, and when-

Answer The Clerks Office and records were destroyed by fire on the 7th day of February 1866

3rd Ques By Same Are you acquainted with the locality of the farm in controversy in this suit-

Answer Only so far as it fronts the public road

4th Ques By Same Do you know anything of the existence of a ment bed on the said farm

Answer I have frequently passed the said farm but have never been on the place and have never seen the ment bed in question.

5th Ques By Same. At the time of the destruction of the Clerks Office and records was there on record a deed from Thomas Jefferson to Samuel Ely conveying a ment bed situated on the farm in question?

Answer There was such a deed with a diagram ^{map} on it

6th Ques By Same. Do you know whether the original deed was in the office when it was destroyed

Answer I do not-

7th Ques By Some. At the time the serial office was destroyed do you remember whether there was any deed on record made by Samuel Ely and conveying the serial mail box to Thos. E. Outenrod or to any other party.
 Answer I do not know of any such deed.

Cross examined by Deft. Atty:

1st Ques By J. R. H. Deft Atty: Did the deed you refer to from Jefferson to Ely convey the fee in the serial mail box or a term of years

Answer My impression is it was a lease deed
 2nd Ques By Some— What was the consideration named in the serial deed?

Answer I do not know—

3rd Ques By Some— Were you acquainted with the serial Jefferson, and if so was he a thriving individual, healthy man or otherwise

Answer He was a very poor man and apparently a very unhealthy man

4th Ques By Some— Do you remember whether the deed you refer to conveyed any right of way through the farm to the box or not

Answer I do not—

Reexamined by Plaintiff Attorney

1st Ques R R. H. Rowe, Atty for P^{ff}. Do you know whether

during the last thirty years the said Samuel Ely has exercised rights of ownership over the said mound and what of so what were they

Answer I have frequently seen Mr. Ely's slaves or other hands handling mail from ^(what I suppose to be) the locality in question

Re-cross examined by the Deft's Attorney
1st Quest By J. R. K. Atto for Deft. Do you know upon what portion of the farm referred to the mound in question is situated?

Answer I do not

2nd Quest By Same - Do you know at what point on the public road that leads to Mr. Ely's house the path to the mound head enters

Answer I do not

3rd Quest By Same - If you neither know where the mound head is nor where the path enters into the road how do you undertake to say that Mr. Ely's carts were hauling mail from that head

Answer I knew that they came out of the farm in question near the gate fronting the road.

4th Quest By Same - How often did you travel the road by Samuel Ely's and the farm in question and how long since you ceased to travel it?

Answer I travelled that road say about six or eight

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Times a year for eleven consecutive years, from
1841 to 1852 and have not travelled at all since
except at long intervals

And further this deponent deposes that

Peter B. Prentiss

A. S. Ely being sworn to testify in behalf of the
Plaintiff says as is set forth below

1st Quest By R. H. R. - Atto for Plaintiff. How old are you
+ where do you live

Answer I am thirty years old and reside in Suffolk

2nd Quest By same Do you Andrew Manshall the P^tff, and
Thomas E. Outland the Defendant in this suit

Answer I do

3rd Quest By same Are you acquainted with the
locality of the farm in question

Answer I am

4th Quest By same Are you acquainted with the lo-
cality of the manure bed in question

Answer I am

5th Quest By same Is the said manure bed situated
on the said farm

Answer It is

6th Quest By same Did you ever use manure from
the said bed while the farm was in
the possession of the said T. E. Outland

Answer I did

7th Quest By same By whose authority did you use

The said men

Answer

By Anthony from Lemuel Ely, my father,
8th June By Exam - Did Tho: E. Outland forbid you
to use the men from the said bed, and
if so state any conversation you had
with him about it -

Answer

After having used men for twelve or fourteen
years he forbade my using it, as I was
then one day getting men from the bed
and claimed that it was his property
and that I had no right there, nor to move
men from there without his permission
I claimed ~~the right~~ to that the piece of
land I was on and from which I
was hiring men belonged to Lemuel
Ely - He demanded that the deed for the
land should be produced - I referred
him to Nathaniel P. Phelps Esq who
I had heard my father say, wrote the deed
for the land and chopped the line

9th June By Exam

Excepted to by Deft: Atty: as to hearing
Have you seen the line of chopped
trees referred to and do you know whether
they are now there or not?

Answer

I have seen the line of chopped trees, and
they are there now unless they have been
cut down since 1869.

10th June By Exam

By Exam - After Mr Outland forbade you to
use the men on the occasion referred to

24
did you continue to use it - or not -

Answer I did -

11th Quest. By Sermon - Do you know whether for the past thirty years Mr Samuel Ely has constantly claimed ~~the~~ the moral deed and right of way to the same and exercised acts of ownership in regard to it?

Answer He has done so as far back as I can recollect - say about twenty years -

12th Quest. By Sermon - Has Mr. Outenrod at any time during that time taken any legal steps to prevent his using moral or from going to the deed

Answer None whatever

13th Quest. By Sermon - You state that you referred Mr. Outenrod in your conversation had ~~with~~ him, alluded to above to Mr. N. P. Phillips did you ever speak with Mr Phillips afterwards about the matter, & if so what did he say

Answer I did - Mr Phillips told me that he told Mr. Outenrod that he surveyed and wrote a deed for an acre of land together with a right of way, conveying the said acre of land from Thomas Jefferson to Samuel Ely. The said acre of land was the moral deed in question (Excepted to)

14th Quest. By Sermon - Do you know whether or not at the time Mr. Outenrod forbade you to use the moral he was on friendly terms with

Samuel Ely, and if not, did the cause of unfriendliness arise from the dispute in regard to the right to the meal bed.

Answer

They were not on very friendly terms but the cause did not arise from the dispute to the meal bed.

Cross-Examined by Deft. Atty.

1st Quest By J. R. K. Atty: for Deft. When did the conversation you have referred to above as taking place between you and Outland occur.

Answer

I believe it was in the Spring of 1868 or 1869

2nd Quest By Same

How far did Nathaniel P. Phillips live from your father's house and is he dead and if so when did he die -

Answer

From two to two and one half miles - he is dead - and died three or four years ago

3rd Quest By Same

What number of acres of land are included in the line trees you have above referred to as chopped, and what is the shape of the said piece of land and describe what kind of trees the lines are

Answer

Estimated to be one acre - I have not been on the land since 1869, and do not know the shape of the piece of land and do not recollect what kind of trees the line trees are

4th Quest By Same

State if you can on what part of the said farm is the said one acre and mark

bed, whether on the edge of a branch or on a hill-side or on level ground

Answer

On the Southern part of the farm and lies along the side of a branch on the hill-side and is from two hundred and fifty to four hundred yards from the public road and lies north of a path running from the County road to Elijah Richards and on to the county road leading to Philips mill and is from fifty to seventy-five yards from said path

5th Quest By Same. Since the conversation you refer to as having taken place between you & Mr. Outtenol, has your father, Mr. Saml. Ely, taken any legal steps to assert his title to the said piece of land

Answer

None whatever.

6th Quest By Same - How long after the said conversation did the said Outtenol reside on the said farm

Answer

Four or five years

And further this deponent says not

A. S. Ely.

Adjourned till Friday the 6th inst at 3 o'clock P. M.

Friday April 6th 1877 - Thos E. Outland called
by the Defendant, in rebuttal.

1st Question

by J. R. Kelly, atty for Dft. In the answer to the 13th
question of As. Eley, in the foregoing depositions, he
says "Mr Phillips told me that he told Mr Outland
that he surveyed & wrote a deed for one acre of land
together with the right of way, conveying the said
acre of land from Thos Jefferson to Saml Eley"
Did A. P. Phillips, in his life-time ever make such
statement or any other, to you regarding said land?

Ans

He did not; he never mentioned it to me in his life.
And further this respondent says to wit:

Thos E. Outland

State of Virginia
Henric County to wit:

J. C. McCarney, a Notary
Public for the County aforesaid, in the said State,
do hereby certify that the foregoing depositions were
duly taken, sworn to and subscribed before me at
the times and place mentioned and according
to the foregoing notice

Given under my hand this 6th day of April
1877 -

J. C. McCarney
Notary Public.

Marshall

21.

Kelly Trustee

On the motion of the defendant by
counsel, ^{and consent of plty. counsel} It is ordered that this cause be
dismissed, and that the plaintiff pay the costs of
this suit, & that the same be removed from the
docket.

Marshall

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Killy Murtree &
Outland

1877

Arch. etc.

final order

to be entered

Geo. V. Blod.

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Entered O.R. Vol.

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1

To the Circuit Court of Stansmond County,

The answer of Thos. E. Outland, to a Bill in chancery exhibited against him ^{& others}, in said Court by Andrew Marshale.

This Respondent, in answer to said Bill says. That it is true ^{that} on the 11th day of May 1875 he sold to the plaintiff the tract of Land referred to in said bill.

That the said Marshale, paid your Respondent \$1312.50 in cash — one half of the purchase money — & not \$1350 as stated in the Bill, executed 2 Bonds for \$600.25, intended to have been \$650.25, the two Bonds making only \$1202.50 instead of \$1312.50 as they ought to have been, and to correct which the said Marshale executed 2 other Bonds of \$50 each, part of which has been paid, and to secure the purchase money unpaid the said Andrew Marshale executed a deed of Trust on the same day (11th May 1875) to John R. Kilby, Trustee, to secure the unpaid purchase money to your Respondent, conveying the same land for that purpose, in which the wife of said Marshale did not join, the same not being required or necessary by law, to relinquish any power in said land she might have.

That your Respondent not desiring to be harsh or unreasonable towards the said Marshale granted him indulgence on part of the Bond, due

the 8th April 1876, till the 1st January 1877.

This your respondent agreed to do at the earnest entreaty & solicitation of said Marshall, who just before the 8th April 1876, when the first deferred payment was to become due, the said Marshall saw your Respondent, and he asked your Respondent to indulge him till the first of January 1877 for the amount, as he did not have the money to make the payment; and your Respondent willing to grant him the favor, on his promise, did agree to wait with him till 1st Jan'y 1877.

That as to the statements relative to the "marbled" "right of way" if true are no sufficient ground for granting the prayer of the plaintiff, but your Respondent denies the statements as therein made — and now states the facts relative to the same. That at a public sale made on the farm, by Edward H. Warden, about the month of July or August 1856, your Respondent purchased the said farm, and moved on and took possession thereof on the 1st of January thereafter (1857) — and resided on said farm till about January 1873, a period of sixteen years, and then your Respondent moved to Suffolk, still carried on farming & owned the same till sold to said Marshall 11th May 1875, so that your Respondent was owner of said land from July or August 1856 to 11th May 1875, a period of nearly nineteen

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during the time (about 16 years) that your Respondent lived on the said land, he lived in about a half or three quarters of a mile of Samuel Eley esq. named in said Bill,, who never during all that long time ~~was~~ named or said to your Complainant one word about having any claim of any sort to the mail bed referred to in said Bill & right of way to the same. That during last year (1876), since the sale of said land by your Respondent to said Marshall, the said Samuel Eley at the Court house in Suffolk on some Court day, said to ~~him~~ "did you ever hear Mr. Attkin P. Phillips say any thing about ^(Eley's) ~~turning~~ a mail bed on the land referred to" when your Respondent told him that he never did in his life, and then Mr. Eley afterwards ~~turned off~~ from your Respondent & said no more about the matter & has never since named the matter to your Respondent, though he has seen your Respondent repeatedly since. That the said Eley did not claim then any mail bed or Land or right of way, but simply made the enquiry as stated & left,, and your Respondent supposed that it amounted to nothing.

That the mail bed aforesaid, is on one side of the Land not enclosed, on a hill side, and your Respondent never restricted any one of his neighbors from getting mail as their

Pleasure, a common cart path is used to get to said marl, (a path used to go to a neighbor, Mr. Elijah Richards and way, was ever opened by any one for the purpose of getting to said marl.).

That this marl bed is on a hill side and of little or no value, and especially to this farm as there is abundance of marl on it at other places, & more convenient to get to.

Your Respondent denies the right of said Samuel Eley, & had no knowledge from said Eley or any one else that he pretended to have any claim, except that a few years ^{Feb} since 1866, a son of said Eley, commenced hauling marl when your Respondent forbid his hauling as he was then ^{on} not ~~very~~ friendly terms with his father, when he replied that his father had a deed for the right, and thereupon your Respondent told him if his father has a deed to produce it. That at that time Nathl. P. Phelps was alive to whom said Eley referred in the conversation at the limit house, but nothing further was heard of the matter till now.

Your Respondent denies that the said Samuel Eley ever occupied or controlled the said marl bed, that he got marl from the bed, as other neighbors did without opposition from your

Respondent.

Your Respondent says that there was no right of said Land, Ely to contest, as none had been asserted, and no reservation is made in your Respondent's deed to said Marshall as your Respondent recognized no other claim & included the said land in his deed to said Marshall, warranted the title thereto along with the residue of said Land to him the said Marshall, and when any claim is asserted by said Ely recovered of said Marshall therefor, your Respondent will make the damages if any go to said Marshall on the warranty in your Respondent's deed to said Marshall.

Your Respondent says the charge in said Bill as a cause of relief that the deed from your Respondent to said Marshall, refers to a small piece of about two acres having been sold off from the said land to Adam Edwards, whereas it is alleged that there were three acres thus sold, is too small to be seriously considered, yet he will say that in referring to the small parcel sold to Adam Edwards, your Respondent shews said Marshall when the time was, & he knew all about the Land, and is on one side of the Land sold.

That the charge as to the arrangement with

Your Respondent, has agreed to let Dick Holland
(a negro man) have the use of a small piece of
said Land scarcely an acre, for two years on condition
he would build a log house on the same, and
Your Respondent explained the whole matter,
& said Marshall, (he purchased the place
with full knowledge of all the facts — That
the said Holland built the house and after he
has been on the place one year, the said Marshall
told your Respondent he wanted to get said
Holland off the Land as he (Marshall)
could sell the Land, & the said Marshall
wanted to know of your Respondent how he
could get the said Holland off, which your
Respondent explained to him (Marshall),
That Marshall afterwards agreed with
said Holland to let him remain the
year out and paid Marshall \$10 rent &
all agreed to by & between him & the said
Holland, If any warrant was bought
it was by Marshall, in violation of his
agreement to let the said Holland off the
Land, after agreeing to let him remain & no
doubt the justice decided correctly — But
Your Respondent denies that this matter
is any ground of Equity in this case; That
Your Respondent has advanced to said Holland
about \$15, about his house, which your Respon-

dent gave up to said Marshall, Your Respondent
denies that he received the rent referred in
said Bill

Your Respondent denies that there is a cloud on
the title to said Land or any part of it ^{he claims} that his
title to every particle sold to said Marshall is
sound good, He denies that with a knowledge
of all the facts that any depreciation of
said Land would be occasioned by any
supposed claim as referred to in said Bill
that his title is perfect already & needs no
further perfecting

That if Mr Same Eley, who has asserted no
claim to said mail box for some time, if
he has any is debarred from asserting it now
Your Respondent having been in possession during
the same openly & publicly & adversely to all
others. That Your Respondent has just cause
to complain of Mr Eley who having never taken
any steps to claim said mail box, should now
do so, and interfere with Your Respondent's rights,
and if he ^{your Respondent} is damaged thereby will have to seek
damages therefor —

Your Respondent protests against further
proceedings being had in this suit; and says
that the proper time for Marshall, if he had so
desired, to enquire into the title of the Land sold
him, and satisfy himself as to the contract

of purchase remained executory — and certainly
as a private sale, as this was, he ought to have
made it before receiving possession of the land
& a deed for the same, & paying a large part of
the purchase money. But having accepted the
title and received the deed, he should look
to the covenants in the deed to him, for indemnity,
and especially so in this case as your Respondent
is solvent & amply able to make good any damages
the said Marshall may be entitled to, & that the
value of any damage, were the said Marshall
to lose said tract bed &c, could scarcely be \$20.

And now having answered the said Bill your
Respondent prays that the Injunction asked for by
said Marshall be denied & his bill be dismissed
with costs.

And so

Thos E. Outland

Virginia

Nansemond Co. } Court.

This day Thos. E. Outland, personally appeared
before the undersigned & made oath that the foregoing
answer contains the truth to the best of his
knowledge. Given under my hand this
day of March 1877.

Wilbur J. Kilby
Notary Public

Marshall

n

Outland Is.

Answer of
John E. Outland

A True Copy

This Deed made this 11th day of May in the year of our Lord one thousand eight hundred and seventy five between Thomas E. Outland and Josephine F., his wife of the County of Hanover in the State of Virginia of the one part and Andrew Marshall of the City of Pittsburg State of Pennsylvania of the other part, Witnesseth: That in consideration of the sum of Two thousand six hundred and twenty five dollars the said Thomas E. Outland and Josephine F., his wife do grant with general warranty unto the said Andrew Marshall and to his heirs and assigns forever the following real estate to wit: A tract of land in Hanover County State of Virginia containing two hundred acres more or less lying on the east side of the County road leading from Samuel Eley's residence to Phillips Mill Pond; and bounded north by the said Mill Pond; East by the lands of Elijah Richards; South by the lands of W. Duke and Adam Edwards and west by the said County road: and which land was purchased by the said Thomas E. Outland of Edward Dorden by deed which was duly recorded and from which a small fee

of about two acres has been sold to said
Adon Edmonds, together with all and
singular the appurtenances, belonging to the
same. And the said Thomas E. Outland
covenants that he has the right to convey
the said land to the said grantee; that
the said grantee shall have quiet possession
of the said land; that he has done no act
to encumber the said land; and that he
will execute such further assurances of the
said land as may be required.

Witness the following signatures and
seals:

Thos E. Outland (Seal)

Josephine Outland (Seal)

State of Virginia.

County of Loudoun and Town of:

J. John R. Kelly, a Notary

Public in and for the County aforesaid in
the State of Virginia do certify that
Josephine F., the wife of Thomas E. Outland
whose names are signed to the writing above
bearing date on the 11th day of May 1875
personally appeared before me in the County
aforesaid and being examined by me
being and apart from her husband
and having the writing opened and
read to her, she the said Josephine F.
acknowledged the said writing to be her
act and deed and that she had

willy exact its sum and
Am not sure to return it.

Given and my hand this 11th
day of May 1875.

John R. Kilby
Notary Public.

County of Nassau, Florida:

I, John R. Kilby a Notary
Public in and for the said State
in the State of Virginia do hereby
test Thomas E. Oulles whose name
is being taken hereby does hereby
do it on the 11th day of May 1875 has
acknowledged the same before me in the
County of Nassau.

Given and my hand this 11th day
of May 1875.

John R. Kilby
Notary Public

Orellana
to
Munshana

To the Hon

Judge of the

Count of Mansueto Co

Complaining, sheweth unto Your Honor, Your
Orator, Andrew Marshall, of Mansueto County in
the State of Virginia, that on the Eleventh day of Decemr
1875, he purchased from one Thos. E. Outland and
wife of the said County, a tract of land in the said County
containing "two hundred (200) acres more or less, lying on the
East side of the County Road, leading from Lewis Eley's resi-
dence to Phillips' mill-pond, & bounded North by the said mill
land, East by the land of Elijah Richards, South by the
land of Dth. Drake & Adam Edwards, & West by the said County
Road, & which land was purchased by the said Thomas E.
Outland of Edward Darden, by deed which was duly recorded,
& from which a small piece of about two acres has been sold
to said Adam Edwards," all of which appears ^{copy of} from a deed
herewith filed marked "Exhibit A" prayed to be taken as a
part of this bill. That Your Orator paid at the time of the
said purchase, the sum of Thirteen hundred & fifty
dollars (\$1350⁰⁰) in cash, and executed two notes paya-
ble respectively in one & two years from the date of said
purchase, each being in the sum of six hundred and
fifty-six dollars & twenty-five cents (\$656²⁵/₁₀₀) & bearing
interest from their date; that of the first of these two notes
Your Orator paid one half at maturity, and for the
balance of said note, the said Thos. E. Outland granted
an extension of time to the first of January 1877.

*That is to secure the payment of these two notes Your Orator executed a deed of Trust to Joseph Hilly, trustee
with the usual stipulations & conditions of such deeds.

* That the said Saml. Eley offers to prove his right to the same, though the deed of conveyance to him was destroyed in the burning of the Clerk's office & records of Lancaster County Court, but from inquiring through all proper channels, the said Eley is advised & believes that such conveyance did exist and has never been cancelled, and is now in the hands of legal heirs. That before the purchase by the said Eley, the said deed was particularly shown to him & specially commended as adding greatly to the value of the said land, and did present strong inducements to him to purchase the same.

that prior to the said first day of January 1877, one Saml. Eley claimed to have purchased a valuable mud bed, with perpetual right of way to the same, a part of the premises conveyed to the said Eley by the said Thos. E. Rutland. That no reservation was made by the said Thos. E. Rutland in the deed of conveyance to the said Eley of any portion of the said premises previously conveyed to said Saml. Eley, but the said Eley is informed and verily believes that the said Saml. Eley did purchase the land claimed by him, and a part of the said premises, and has for many years occupied and exercised the rights of ownership over the same, with the full knowledge of the said Thos. E. Rutland, and without any attempt on the part of the said Rutland to defeat or dispute the claim of the said Saml. Eley. That the mud bed and property so claimed by the said Saml. Eley is of great value & has been used for years by numbers of farmers in the vicinity, with the consent and permission of the said Saml. Eley, the said Rutland not contesting the right of the said Eley to dispose of it; that the right of way to the said mud bed, is through ^{the} premises conveyed to the said Eley by the said Rutland and wife, which right of way occupies ^a considerable portion of the land so conveyed, and for which no reservation was made in the deed from said Rutland & wife to the said Eley, but that the said Eley charges that the said Thos. E. Rutland had full knowledge of the rights of said Saml. Eley in the premises

at the time of making the said conveyance.

And Geo Oates further states that the Deed from the said Thos E. Oatland and wife to Adam Edwards, conveyed three acres of land, whereas in the Conveyance to Geo Oates only two acres were reserved - And Geo Oates further states, that as a part of the Contract of Purchase, the said Thos E. Oatland represented that

a tenant of the said land was indebted to him in the amount of \$ per cent of a portion of the land, and assigned to Geo Oates the claim for the said rent; but upon a warrant for the same, issued by Wm R.

Butler a Justice of the said County, the said clearly established a lease from the said Oatland and the payment of the rent in advance, to the said Oatland, whereby judgment was entered against Geo Oates, and the said Thos E. Oatland has failed to account to Geo Oates for the same; that prior to the execution of the Deed to Geo Oates, the said Thos E. Oatland had full knowledge of the adverse claims of which Geo Oates complains, of the respective rights of the parties in connection therewith, and at the time of conveying to Geo Oates, he had not the legal right to execute the conveyance.

And Geo Oates further states, that in consequence of the opposing claims set up by the several parties herein named, he declined to make any further payments upon the said Bonds until the said Thos E. Oatland should quit his title to the same, with which reasonable and just demand the said Oatland refuses to comply, or to make any deduction from the amount of the unpaid notes, Geo Oates asserts his willingness and readiness to comply with his Contract, as soon as the said Oatland will make

good to him his title, but is not willing to pay the full-
Cham recovery to the said Outland, as your Honor is advised and
believes, that the said Outland has not the disposition or the
ability to pay any damages which he might receive in a suit
at Law, as he has no property in excess of his legal exemptions
and is practically insolvent.

That the said Outland has directed Geo R Kelly, Trustee, to
sell the said land, under the deed of Trust made to him by your
Honor to secure the deferred payments -

In Consideration of the premises, your Honor being remediless
save by the intervention of a Court of Equity, - prays an
injunction restraining the said Trustee from selling the said
land, for the reason 1st that Courts of Equity ought to interpose
when the law does not afford adequate remedy, until irrepara-
ble injury might be done, which your Honor believes is the
case in the present instance, 2^d that the statements herein-
made are so generally reported as to cast such a cloud on
the title to the said land that a sale could not be made
without great sacrifice, which would come to the detriment
of your Honor; 3^d that until the said Geo. E. Outland can
perfect the title to the said land, or in the event of his failure
to do so, the transaction on his part ~~was~~ with a knowledge
of the facts herein stated, was so fraudulent as to vitiate
the Contract, and your Honor would be entitled to have the same
set aside & the money already paid refunded to him.

Your Honor, saving and reserving &c, prays that your Honor
would grant an ~~order~~ injunction restraining the said Geo. R.
Kelly, Trustee, from selling the said land, until he answers

the premises and shows cause why he should not be restrained; and that such further and general relief may be afforded to Your Honor as his case may require, or as Equity shall seem meet. And Your Honor will ever pray &c.

Andrew Marshall

By Wright & Rawls attys.

This day came Andrew Marshall before me a Notary Public in the County aforesaid and made oath that the statements made in the said foregoing Bill so far as made of his own knowledge are true and so far as made on knowledge or information derived from others he believes them to be true,

Given under my hand this 7th day of March
1877.

R. H. Rawls

Notary Public

Weighted under p. 2

Andrew Marshall, Jr. }
vs } Chancery
Thos. E. Putt and wife }

Bill

Remond Cy. April 14th 1877.

Injunction refused in
this case

Geo. Blow
Judge &c.

Andrew Marshall

vs { Chy: Notes.

John R. Kilby, Trustee, Thos. E. Outland & Josephine F. his wife

1877. Feby: 24th: Sum: in Chy: issued to March Rules, 1877

" March 5th: Bill & x^{ts}: filed - & Conditional Decree v^t the defts:

" April 2nd Answer of defts: Thos. E. Outland filed & genl: replica-
tion thereto - Conditional Decree vs the other defts
confirmed & cause set for hearing.

" " 14th: Inspection refused & cause continued

" Octo: 11th Dismissed L

Chy: Notes

Chy: Notes
The first thing I noticed when I stepped out of the car was the cold. It was a sharp contrast to the warm blanket I had been sitting under. I looked up at the sky, which was a pale, hazy blue. The air was crisp and clean, a welcome change from the stuffy atmosphere of the car. I took a deep breath, feeling the cool air fill my lungs. The ground beneath my feet was soft and spongy, a mix of dirt and grass. I walked a few steps, feeling the texture of the earth under my shoes. The sun was low in the sky, casting a warm glow over the landscape. The trees were bare, their branches reaching out like skeletal fingers. The overall scene was peaceful and serene, a perfect start to a new day.

The second thing I noticed was the silence. It was a deep, quiet silence, the kind that fills a room when everyone has fallen asleep. I looked around, but saw no one. The only sound was the soft rustle of leaves as they fell from the trees. The air was still, and the world seemed to be holding its breath. I stood there for a moment, feeling a sense of awe and wonder. The beauty of the world was all around me, and I was the only one to witness it.