

1881-016
Nansemond Co. (Suffolk)

Chancery Causes: William H. Bloxsom & wife vs Virginia P.D. Portlock et als

Folder 1 of 2

Ashburn, Darden, Ward, Britt, Nurney, Riddick, Parker, Eley, Brinkley, Smith, Butler,
Bartlett, Nelms, Bonnewell, Cully

Folder 1

To

V. P. & Patrick, my Trustee.

TAKE NOTICE, That we shall proceed on the 10th day of September 1880
at the clerk's office of Hancock County
between the hours of 6 A. M., and 6 P. M., of that day, proceed to take the deposition of
Wm. Blayson and others, to be read as evidence in our behalf,
in a certain Suit depending in the Circuit Court of
Hancock County wherein I am plaintiff,
and you are defendant; and if from any cause, the taking of the said depo-
sition be not commenced on that day, or if commenced, be not concluded on that day, the
taking of 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 concluded.

Saml A. Blayson
Wm. Blayson

Bloxson

20 { Notice to take Dep's:

Pat. M. Lal

To 11th. Aug: 1880.
at the Clerk's Office of
Harrison & Co:

Executed, and copy
of the within added
to V.P. Perlock and
Wm Eley Trustees

J L Fulham
Sff

W. J. Kirby Jr. &

John F. Kennedy

1550 Stenka

Like a 10²

Wm. Pitt Rivers

It also shows some

line of view

(1)

The depositions of S. A. Blossom, R. H. Brinkley ^{others.} and
Taken before me, C. H. Causey, a Commis-
sioner in Chancery for the Circuit Court of
Hanover County, Virginia, pursuant to
notice hereto annexed at the Clerk's Office
in the Town of Suffolk, on the 10th day
of September, 1880, between the hours of
6 A. M. and 6 P. M. to be read as evi-
dence on behalf of

in a certain suit in equity depending in
the Circuit Court for the County of Han-
over wherein Sarah A. Blossom and W. H.
Blossom are plaintiffs and V. P. D. Portlock
and Wm. Ely ^{and} others are defendants.

Present, J. F. Crocher Esq. Atty for Pltffs.
And
W. J. Kelly Esq. Atty for Defts.

Sarah A. Blossom being duly sworn on
the Holy Evangelists of Almighty God depa-
eth and saith as follows

1st Quest

What is your name, your age and where
do you reside?

The Defendants by their Atty except to
the introduction of this witness as in com-

petent to testify in this case

Ans

Sarah A. Blossum, forty-four years of age and reside in Suffolk. Named to

2d Ques

Are you the party plaintiff to this suit.

Ans

I am.

3rd Ques

Are you the party mentioned as Sarah A. Blossum in the Deed from Nancy Nelson to James E. Bownall Junior, for Sarah A. Blossum dated Oct: 31st: 1867 and admitted to record the 8th: of November 1867 and marked Exhibit "A" filed with the bill?

Ans

I am.

4th Ques

It appears from exhibit "B" filed with the bill that you conveyed certain real estate therein mentioned by deed bearing date 3rd of March 1875, to William Eley in trust to secure the payment of a note signed by Wm. H. Blossum and yourself dated the 3rd of March 1875, for \$750.⁰⁰/₁₀₀ payable to Virginia R. D. Portlock - please state if you know whether there was an agreement to pay more than six per cent interest on the sum of money borrowed, and if so, what amount of interest was to be paid on said sum of money.

X

Excepted to by Deft. Atty for the reason

that the oral testimony of the witness cannot be taken to vary the written contract of the Deed of Trust, which is the final consummation of the contract, or to show that there was any other contract than the Deed of Trust itself -

Ans There was an agreement to pay nine (9) per cent interest

3th Quest State whether you ever made any payments as interest on the said note, and if so to whom, the amounts and dates of said payments and whether you took receipts therefor?

Ans I did make payments to Col. William Ely and I here produce the receipts showing the dates and amounts, which are exhibits "C" and "D" filed with the bill

6th Quest What relation is Col Wm Ely to Virginia P. D. Portlock?

Ans Her father

7th Quest Did he act as the agent of Mrs Portlock in the matter of this loan and the receipt of payments?

Ans He did.

8th Quest One of the receipts produced acknowledges the payment of \$67. ^{$\frac{50}{100}$} in payment of interest in full to March the 3rd 1876, Did he demand this sum from

as interest?

X Excepted to by Defts: Acty for

Ans He did -

9th Quat Did he demand of you the \$101.²⁵/₁₀₀ mentioned in the other receipt. produced by you as interest due to the 3rd. of September 1877?

X Excepted to

Ans He did -

10th Quat Please state the situation of the property mentioned in said deed of trust, the improvements thereon, the quantity of land conveyed and the value of the property?

Ans It is located on the North side of Kelly Street in Suffolk, between the lots of J. T. Hursey on the West and Joseph Little on the East, the improvements consist of a residence on the West side of the property conveyed, and a large store house on the East side, the quantity of land conveyed is estimated at two acres - one in the branch lot and one in the improved lot - but I have never had it surveyed - That was what we bought it for - it fronts on Kelly Street about One hundred and fifty feet - it may be

a few feet less - and I think if the property were to be divided it would be worth \$2500. $\frac{00}{100}$ - I have been offered \$6000 $\frac{00}{100}$ for it - some years ago -

11th Quest.

When were you offered \$6000 $\frac{00}{100}$ for the property and for what purpose?

Ans

By Mr. Wellon and Mr. Wm. P. Moore some years ago when they wanted to put a hotel there -

12th Quest.

Was there any adventitious circumstance connected with the lot at that time that gave it this enhanced value?

Ans

There was a mineral well on the lot that was then first brought into notice; an analysis was made of the water and it was considered very valuable - the water is as good now as it was then -

13th Quest.

What is the value of the property without taking into consideration the fact that there is a mineral spring on it?

Ans

I would not think I was getting paid if I got less than \$2500 $\frac{00}{100}$ for it - since the lot has been improved irrespective of the well -

14 Quest.

Where do you live

Ans

I occupy the residence on the lot above mentioned

15 Quest

Did you have before the sale made?

Col Wm Eley as trustee any conversation with him in relation to the sale of the property, and if so state said conversations?

Ans

I had about three - he came to see me three different times about the sale of the property and I requested him to sell half of it and he said he would do so as he had no desire to take the advantage of me, and I asked him to sell the half on the East side which has the store-house on it - We staked off the quantity to be sold and stated the number of feet front on Kely street and the depth of the lot to be sold, and I think the paper containing the dimensions of that part we wished sold was handed to Col. Eley -

16 Quest

What was the store lot worth?

Ans

We asked \$800- for it - and were offered \$600- for it - by several parties - We sent one party offering \$600- to Col. Eley and he told me that amount was offered him - Mr Burchfield was one of the parties acting for the congregation of the Presbyterian Church -

17 Quest

If Col. Eley as trustee had of the sale

sell the Store-house and lot, and it should not have brought enough to pay the debt and expenses of sale, were you prepared to pay the balance of the debt so as to avoid the sale of the residue of the property?

Ans Yes - that was why I made the proposition to Col. Ely to sell half of the lot - and Col Ely was told that if one half did not bring enough we would make up the amount

18 Ques Did you understand Col. Ely as agreeing to this proposition?

Ans Yes - He said he would do as I requested -

19 Ques Had you any reason for believing that at the sale which he advertised he would sell the property in parcels?

Ans He said he would advertise the property as described in the deed but would sell it in parcels

20 Ques Did you confide in this assurance?

Ans Yes - I believed he would sell in lots and I did not know till a week after the sale that all of it was sold

21 Ques Did you inform Col. Ely after the sale and before he had made a deed to the

purchaser that you objected to and would resist the sale?

Ans I did on two occasions before a deed was made. In about a week, as soon as I realized that the whole of the property had been sold I sent for him to come to my house and told him I objected to the sale and the second time I saw him at the Clerk's Office about ten days after the sale and again told him I objected to and would resist the sale.

22 Ques Did you on either of these two occasions remind him of his promise that he would sell the property in parcels?

Ans I did on both and told him he had not treated me with justice in not keeping his promise.

23 Ques Did you on either of these occasions say anything to him about the loan being usurious, or being at an illegal interest?

Ans I did not until he did to me after the sale. He spoke of the receipt I had which he had given me for 9 per cent interest - and told me that he had settled the debt at six per cent -

And I said to him that he had not kept his promise in selling the whole of the property for the amount bid at the sale and that I would not submit to it.

24 Ques Where does Mrs. Portlock live?

Ans She lives with her father - Col Wm Eley

Cross-examined by Defendant's Attorney.

1st Ques What rate of interest did you bond for \$750. payable to Mrs. Portlock call for?

Ans Nine (9) per cent.

2 Ques Do you know at what rate of interest and for what periods Col. Eley has given you credit ~~for~~ on said bond for the sum of \$67. ⁴⁰ and \$100. ²⁵ ²?

Ans At nine (9) per cent - the receipts will show the periods.

3 Ques At the time that yourself and husband proposed to borrow the said sum of \$750 ^{or} what rate of interest did you propose to pay Mrs. Portlock?

Ans He ~~proposed~~ ^{proposed} to pay nine per cent.

4 Ques Did you or your husband offer to pay ten per cent?

Ans Never did that I know of

5 Ques For what purpose did you borrow the

said sum of money from Mr. Portlock and what reasons did you give for wishing to borrow it?

Ans It was borrowed to pay Mr Hamnaford a lien of \$400- which he held on the property and the balance to pay a debt in Baltimore

Q 6 Qust What rate of interest were you paying Mr Hamnaford?

Ans Twelve per cent.

Q 7 Qust Is the property which you conveyed in trust for Mr. Portlock's benefit: the entire parcel purchased by you of Nancy Helms?

Ans Yes-

Q 8 Qust State what houses and what improvements were on the lot at the time of your purchase from Nancy Helms?

Ans There was nothing on it- but a small ^{with one room} house- we put the improvements on it- since

Q 9- Qust Did you enlarge or add to that house and turn it into the present residence or is your present residence an entirely new house?

Ans That was torn down all except the framing and the present residence built that

exception was built by me after the purchase from Harney Nelsons -

10 Ques
Ans

When was the present residence built -
It was built at different times & additions the last being about six or seven years ago -

11 Ques
Ans

Is part of the residence a storehouse?
Yes - it was fitted up for conducting the millinery business

12 Ques

When was the store-house built on the East side of the lot and for what purpose was it built?

Ans

It was built in 1873 for a plow and box factory

13 Ques
Ans

For what purpose has it been used since?
For different purposes - for a restaurant and for a grocery -

14 Ques

Over the framework of this house rest on posts buried in the ground?

Ans

One side does -

15 Ques

Of what kind of material is the house built - that is is it planed weatherboarding - is the floor planed and tongued and grooved and is the house a framed-house?

Ans

The front is planed and the house is ciled tightly - I do not know whether the floor is tongued and grooved or not - there are four rooms in the house below the

16 Ques home is of one story with a sharp roof -
Is there ^{on the East side of} said lot a ravine of running
water - running the length of the lot
from front to rear?

Ans. There is - which is of great advantage ^{stock} to me for watering.
17 Ques Does the Eastern portion of said lot on
which said store house sits, slope down
to this ravine?

Ans I think it does - the slope is from the
front to the rear

19 Ques Does the said store house sit - partly over
the said ravine or ditch?

Ans The Eastern side does for five or six feet.
20 Ques Does the mineral well on said lot - produce
you any income of itself?

Ans It has not for the last year or two because
I have not repaired it - owing to this
trouble

21 Ques Did it - ever produce any considerable in-
come and if so - what?

Ans Parties using the water paid me one dol-
lar per season for coming to the well -
and those who could ^{not} come paid so
much per gallon for the water.

22 Ques Was your sale of said water confined to
the people of Suffolk?

Ans It was except in a few cases -

23 Ques How many people on an average per season paid you for the use of the water?
 Ans I cannot tell - I remember that at one time there were as many as twenty-five season customers, and a number got the water by the gallon -

24 Ques How long did the season last?

Ans During the Summer months -

25 Ques Do the people of Suffolk use the water now as a mineral water; or do they use it for ordinary purposes?

Ans I do not sell it now as the pump is out of repair but the water is used by the people of Suffolk who come and get it at well - I do not know how they use it -

2

26 Ques You say that the said lot is estimated to contain two acres, please state how you make that estimate?

Ans We bought it for two acres the improved lot is said to contain one acre - and the branch lot one acre -

27 Ques Has the said lot ever been laid off or subdivided, or has it always been in one lot?

Ans It has been divided - the residence has been to itself and the storehouse lot to itself

28 Ques

How has it been divided?

Ans

There has been a fence between the lots

29 Ques

You say in your answer to the 16th: Question in your examination in chief, that you were offered \$600⁰⁰ for that part of said lot on which the storehouse is situated - Why did you not sell it - and pay Mrs. Portlock the money and then make up the difference for her in payment of her debt as you say you proposed that Col. Ely should do?

Ans

For the reason that I thought it was worth more and I thought that lot ought to pay the debt, as there were several parties who wanted it -

30 Ques

When was the said lot first advertised for sale?

Ans

I think it was first advertised at February Court 1880 -

31 Ques

Why was it not then sold?

Ans

I do not know - I think Mr. Blossom got Col. Ely to postpone it -

32 Ques

When was it again advertised for sale?

Ans

At April Court 1880 -

33 Ques

Why was it not sold then?

Ans

It was sold then

34 Ques

After the sale of said lot, did Col. Ely

call upon you for the possession of the premises and did you hand him the key to the store in the dwelling and did you deliver them to him?

Ans I was living in the dwelling and Col Eley came to see me and I handed him the key belonging to the store-house and told him to go and look at the house and see how good a house it was, and asked him to take that house and lot for the debt. He took the key and kept it - and said he would not take the storehouse and lot and that the whole of the property had been sold. He came a second time and ordered me out of the house in his daughter's name - and told my tenants to pay him the rent - but I refused to give up the possession of the premises -

35 Ques

For what purpose did he wish to go in the store on the first occasion he went to see you

Ans. To examine it -

36 Ques Did he have any one with him?

Ans He did not.

37 Ques Is any portion of the shore lot occupied by tenants; and if so what rent do they pay?

Ans Yes - three rooms are rented out for four

dollar per month in the dwelling -
the storehouse is now un-occupied, the
Tenant returned the key night-before last
38 Ques What rent did the Tenant pay for the storehouse
Ans Five dollars for half of it - The other half
has not been rented out since the
sale as Col Ely has the key. This half
39 did rent for the same price

39 Ques What in your opinion is a fair rent
per year for the entire ^{lot} ~~year~~, if rented
out.

Ans The store house I have already stated rented
for \$10⁰⁰ per month, and the dwelling
house and store ought to be worth ten
or fifteen dollars per month -

40 Ques Did Col. Ely after his first advertise-
ment of said property for sale - say to
Mr. Blossom, or yourself that he or
yourself were at liberty to sell any
part of the lot, that he would be glad
to have you do so - and pay Mrs. Porlock
her money and save him the trouble
of a sale?

Ans I never saw Col Ely after he advertised
it - until after the sale.

And further this deponent saith not

Sarah D. Blossom,

Mr. Mary L. Smith being duly sworn dep-
posed and says-

1st Ques. Were you present on any occasion at a
conversation between Mr. Blossom
and Col. Wm. Ely, at which the
subject of the sale of Mr. Blossom's
property was mentioned, and if so
state what occurred -

Ans. I was present when he came and
wanted possession

2 Ques. Were you present at any conversation
between them before the day of sale -
Ans. I think I was - But I do not remember what

3 Ques. Did you ever hear Mr. Blossom tell
Col. Wm. Ely to sell the store house lot
X Excepted to as leading in form

Ans. I did -

4 Ques. What else was said about that?
X Excepted to by Deft. Atty.

Ans. I do not remember the whole conversation -
I know that she told him to sell that
part

5 Ques. Do you know what Col. Ely said in
reply?

X Excepted to by Deft. Atty

Ans. I do not remember

Cross-Examined by Deft. Atty.

anti Attorney.

1st Ques

You say you were present when Col Eley went to demand possession of said lot of Mrs. Blossom - What did he say on that occasion?

Ans.

He demanded of her possession of the premises and asked for the keys - and said Mrs. Smith was to pay him the rent - and Mrs. Blossom refused to give up the keys or surrender the possession of the premises - This was after the sale -

And further this deponent saith not.

Mary L. Smith

James H. Brinkley

Richard H. Brinkley being duly sworn on the Holy Evangelists of Almighty God deposes and says as follows:

1 Q

What is your age, residence and occupation.

Ans.

I am 49 years old, reside at Suffolk and am a merchant.

2 Q How long have you been living in Suffolk. are you a owner of real estate in Suffolk and are you a judge of values of real estate there?

An. I have lived in Suffolk ever since my boyhood, and I am an owner of real estate in Suffolk and am a judge of values of real estate in Suffolk

3 Q. Do you know Mrs. Sarah A Bloxson, & her property on Kilby Street between Turney on the West and Jos. Little on the East & if so, please describe the property and state its value as a whole or in separate parts?

An I know Mrs. Bloxson, and her property above-mentioned I have known said property for several years before she bought it and ever since. I helped to measure the property in front along the street and I think it was 150 feet to the best of my

recollection. I think there is about $1\frac{3}{4}$ acres in the lot as best I could estimate. There is a nice dwelling ~~on it~~ on the west part, and on the East side there is a building used once as a manufactory and can be used now as a store. The lot is worth \$1500, as a whole, and as much as that in parcels.

4 Q

Is the property capable of easy division into lots and if so into how many?

An

Yes sir. I think it is. Two good lots could be made of it, but three would be rather small.

5 Q

If it were divided into 2 lots, how would you value each?

An.

I would value the dwelling lot at \$1000, and the other at \$500. and they would be cheap at that. I am speaking now as if the property belonged to me. About $\frac{2}{3}$ of the entire

lot is branch, I mean about $1\frac{1}{2}$ of it

6 Q. Are you familiar with the sale of real estate at public auction in Suffolk?

Ans. Yes sir, I have sold a good deal of it at the Court house door.

7 Q. If this property of Mrs. Bloxson were for sale at public auction, would it likely to realize more if sold as a whole or in parts?

Ans. In parts.

I wish to explain my answer to the 5 Question and to say that I think about $1\frac{1}{3}$ of it is branch, when I said $2\frac{1}{3}$ I had reference only to the Eastern ~~part~~ lot. The lot on the west side is the principal part of the high land.

8. Q. Were you ever an auctioneer?

Yes, ^{but} ~~and~~ am now a crier. I was an auctioneer 10 or 12 years.

9 Q. Does Mrs. Bloxson live on the property?

Ans. She does.
And further this defendant
sayeth not
W. B. Brimmer

Benjamin Smith being duly sworn
deposes and says

1st Quest What is your name, your age, your occu-
pation and where do you reside?

Ans Benjamin Smith - 38 years of age, Carpen-
ter and reside in Suffolk.

2 Quest How long have you been a resident of
Suffolk?

Ans I have been a resident of Suffolk and
its vicinity for ten or eleven years -

3 Quest Do you know the property of Mrs Blox-
son lying on Kelly Street between the
lots of Hursey and Little, and if
so, state the value thereof?

Ans I do know the property. The whole prop-
erty - sold together is richly worth \$1500.

4 Quest How is this property located as to the
business centre of the town?

Ans It is in the business part of the town
and not far from the Washington Hotel.

5 Quest What is the average dimensions of a

town lot in Suffolk?

Ans Fifty-feet by one hundred and fifty feet-
at this time

6 Ques Into how many lots can this property
be divided to advantage?

Ans It could be divided into three lots
if it be one hundred and fifty feet-
front, but I have never measured it.

7 Ques Would this property bring more at
public Auction by being sold as a
whole or by being subdivided into parts?

Ans By being sub-divided

8 Ques What would be a fair cash value
of this property sold in parcels?

Ans The lot on the west with a fifty feet-
front is ^{richly} worth \$1000-⁰⁰/₁₀₀ the store house
lot with fifty feet front ought to sell
for \$350-⁰⁰/₁₀₀ and the middle or remain-
der of the lot with fifty feet front
is worth \$250-

9 Ques Will you please describe the buildings
upon the property?

Ans The residence is a good building with
a number of rooms, I do not know
how many, though I rent a part of the
house and live in it. The store-house
is a tolerably fair house - ciled inside-
with a smooth front and rough sides-

and fitted up for two stores.

10. Quest

Is there a mineral well on the premises?

Ans

There is. I do not know what kind -

Cross-Examined & Left: Atty. Gen.

1st Quest

Do you own any real-estate in Suffolk, or have you ever purchased any in any part of the town?

Ans

None in town but I have owned some very near town -

2 Quest

Have you ever engaged in the sale or transfer of real-estate in Suffolk or do you know for what lots usually sell?

Ans

I have not, but I have some idea for what they sell -

3 Quest

Please to state the usual prices?

Ans

They sell for different prices according to location and size of lots

4 Quest

What do they sell for on Kilby street from the Washington Hotel westward?

Ans

For different prices

5 Quest

If you know the sale of any lot on Kilby street state for what price it sold?

Ans

I do not know of any sold recently.

6 Quest

If you know of the sale of any lots at all at any time, ^{on Kilby street} state whose lots were sold

and for what they sold $\frac{1}{2}$

Ans

George Hurney bought a lot from Mr. George Bartlett - I do not remember whether he paid \$800 - or \$1000 - for it - Columbus Lassiter I think bought a lot at the upper end of Kelly street for which he told me he paid \$500 -

7th Quest

How far is George Hurney's ~~house~~ ^{and lot} from Mrs Mrs Bloxson's lot?

Ans

From 50 to 70 feet from the lot of Mrs Bloxson on the same side of the street

8 Quest

Is the dwelling on George Hurney's lot as good as that on Mrs. Bloxson's?

Ans

It is as good but not so large a building by a great deal, nor is it so large a lot - it is a very small lot -

9 Quest

Is there any ravine or ditch running through or by George Hurney's lot?

Ans

I cannot tell -

10 Quest

Is George Hurney's lot nearer the business centre of the town than Mrs. Bloxson's lot?

Ans

It is 50 or 70 feet nearer -

11 Quest

Do you know of the sale of any other lots on Kelly street near Mrs. Bloxson's lot at any time?

Ans

None that I know the price of at this time

And further this Deponent saith not
Benjamin Smith

James M. Butler being duly sworn de-
posed and says.

1st Quest

What is your name - your age, your
occupation and where do you reside?

Ans

James Madison Butler, 42 years of age,
Blacksmith and reside in Suffolk.

2. Quest

Do you know the property of Mrs Blox
some on Kelly Street?

Ans

I do.

3 Quest

What is the value of the property as a
whole, and in parcels if it can be
advantageously divided?

Ans

I consider it as a whole to be worth
at least \$1500⁰⁰₁₀₀. And if divided into
equal parts of 50 feet front the Store house
ought to be worth \$400 - the center parcel
being a good building lot ought to bring
\$300 - and the third part with the rear
idence on it - ought to bring \$1000⁰⁰₁₀₀
as it would sell for more divided than
as a whole.

4 Quest

Would the property if sold at public
auction realize more by being sold as a
whole or by being sold in parcels?

Ans By being sold in parcels—
5-Quest How long have you been living in Suffolk?
Ans For over fifteen years—
6-Quest On what is your valuation of the property
based?
Ans I am governed by the way other property
has sold in my knowledge

Cross-examined by Defendant's
Atty.

1st-Quest Do you know of the sale of any property
on Kelly Street at any time, especially
near Mr. Bloxson's lot, and if so,
where, and for what price did it sell?

Ans Murry's stable lot was the last one sold
along there on the opposite side - and I
think he gave six hundred dollars for it

2-Quest Do you know the price for which lots sell
on Kelly Street?

Ans I do not know of any lot along there that
has been lately sold

3-Quest Do you know the assessed value of prop-
erty on Kelly Street?

Ans - I do not.

4-Quest Do you ^{know} whether or not any purchaser
appeared at the sale of Mr. Bloxson's
lot - when offered for sale by Col. Ely at
public auction, or of any bid made for

it- at said sale?

Ans I do not.

5th Quest

Do you know of any one who would purchase said lot- at public or private sale and give your valuation for it- either as a whole or in parts?

Ans

I know a man who wants the store lot and would give more than the valuation for it,

6th Quest

Who is that man?

Ans

Mr Gus Ashburn

7th Quest

What will he give for it- in cash?

Ans

I do not know what he would give

8th Quest-

Would he give \$400- for it

Ans

I do not know whether he has got the cash or not, but he wants it- and would give that price if he had it;

And further this deponent saith not
James M. Butler

Augustus F. Ashburn being duly sworn depose and say-

1st Quest

What is your name, your age, your occupation and where do you reside-

Augustus F. Ashburn, 23 years of age, merchant and reside in Suffolk.

2nd Quest

Do you know the property of Mrs Bloy-

some on Kelly street and if so what is a fair valuation therefor?

Ans I do - and it is worth on a whole \$1500 - cash in my opinion

2 Ques Would it not realize more than this if sold in parcels?

Ans I do not think it would -

3 Ques Might not some wish to buy a part and not the whole at public auction?

Ans - Yes. And either way it would be worth \$1500 -

4 Ques Has Col. Wm Ely since the sale of this property by him or trustee offered to sell you any part of this property and if so, what part and at what price?

Ans He has - offered me the store house lot for \$800 - on time if I would pay him some cash, he did not say how much

5 Ques.

Cron - examined by Deft.

Atty

1st Ques Have you ever been engaged in purchasing and selling real estate in Suffolk?

Ans Yes -

2 Ques State where, where and what property

Ans I have purchased property this year - on Kelly street - and of Charles Oliver - for \$500 -

3. Ques Do you know the usual price or valuation
of lots on Killy street?

Ans. I know of one near Mr Blosser's store
home - the dwelling of George Kuning for
\$800 -

4. Ques Do you know the reason or object of
Col. Wm. Eley in offering to sell you
the store-house part of Mr Blosser's
lot - since the sale, and charging you
\$800 - for it?

Ans. I do not know his object for it.

And further this deponent saith not.

A. T. Ashburn

The further taking of these depositions
is adjourned till tomorrow
morning 9 o'clock

C. H. Causey -
Commth in Chg

Saturday morning September the
11th: 1880.

Present J. F. Crocker Esq Atty.
for Plaintiff and
W. J. Killy Esq - Attorney for

Defendants.

George W. Battell being first duly sworn deposes and says.

1st Quest What is your name, your age, your occupation and where do you reside

Ans George W. Battell, 53 years of age, boot & shoe maker, and reside in Suffolk.

2 Quest Do you know the property of Mrs. Blossom situated on Kelly Street, situated between the lots of Mrs. L. Murray and Joseph Little and if so state what you believe to be its fair cash value and also the grounds upon which you base your belief?

Ans I do know the property, and I think it is worth \$2000 - I should hate to take less for it - if it was mine - because I think it is large enough for three lots - there are two lots already built on and there is vacant ground enough for another lot -

3 Quest. Are you, or have you been the owner of real estate in Suffolk and had means of knowing the relative values of property?

Ans I have been and am now the owner of real estate in Suffolk, and I think

I know the relative value of property—
I have always got what I valued my
own at.

4 Ques Did you ever own or buy or sell any
property located near that of Mr.
Blosson's, and if you have sold state
to whom and the price received?

Ans. I did own property on Kelly street near
Mr Blosson's and sold the same
to George W. Hurney for \$800⁰⁰; the
lot had a front of forty (40) feet—
5 Ques What relation, if any, are you to Mr.
Hurney?

Ans. He is now my son-in-law - at that
time he was not

Cross examined by Defendant's
Attorney

1st Ques Does the store house on the east side
of Mr. Blosson's lot sit partly over
a ravine?

Ans. It does

2 Ques Does any ~~of the~~ part of the front of
the house rest over the ravine?

Ans. I think a part of the store house front
is over the ravine. I am not certain

3 Ques Does the ~~Easten~~ or rear portion of

Mr. Blossom's lot slope down to a
creek on the eastern or rear part?

Ans I cannot say - I know there is a
marshy part next to Mr Little's lot -
I think there is a branch in the rear.

4. Quest Is the lot which you sold to Geo. W. Hurney
a level good lot, with a new dwelling
on it, and a level unbroken front on
Kelly street?

Ans It is - and the house is new - about 4 years old.
5. Quest Is the eastern portion of Mr. Blossom's
lot - take it as it is and measuring
100 feet along Kelly street westward
from Joseph Little's lot, worth as much
as the lot you sold to Geo. W. Hurney?

Ans I should consider it worth more for
the reason that a man might want
to go into business, or might want
to build a large residence, and
there is so much more ground in
that lot than mine, and the ground
is more valuable -

And further this deponent saith not -
George W. Bantlett.

William H. Blossom being duly sworn deposes and says -

X The Attorney for the Defendants excepts to the introduction of this witness on the ground of incompetency -

1st Quest What is your name, your age, your residence and occupation -

Ans. William H. Blossom - 50 years of age - live in Suffolk and my occupation a blacksmith

2nd Quest. Please examine the deed of Wm. H. Blossom and H. R. Culey to Wm. Eley dated 3rd of March 1875 - and marked exhibit "B." and filed as part of Complainant's bill and say whether any rate of interest was agreed to for the loan for which the note therein specified was given - and if so state the said rate of interest.

X Excepted to by Deft's Atty

Ans There was a rate of interest agreed on and that rate was nine (9) percent -

X Excepted to by Deft's Atty.
3rd Quest. Please state whether or not Wm. Eley trustee in said deed mentioned was before the sale made by him as trustee under said deed requested to sell the property in parcels and if so, in what parcels?

Ans He was requested to sell the property in parcels - The store house and vacant lot -

4th Quest State whether or not he promised before the day of sale that he would sell it in parcels as requested?

Ans He did

5th Quest Did he on the day of sale offer it in parcels or as a whole?

Ans As a whole - He did not offer it in parcels -

6th Quest State for whose benefit the aforesaid loan was effected?

Ans For my wife's

7th Quest Please state whether or not Mrs V. S. Portlock negotiated the said loan herself or through another, and if through another, through whom?

X Excepted to by Deft. Atty -

Ans She negotiated through another and that other was Col. Wm. Eley

Cross-examined by Defendants Atty.

1st Quest Are you one of the parties plaintiff to this suit - and if so are you the husband

of Sarah A. Blossum the other party, plain-
tiff?

Ans

I am one of the plaintiffs and am the
husband of Sarah A. Blossum the other
plaintiff.

And further this deponent saith not.
J. H. Blossum

The further taking of these depositions
is adjourned to Monday the 27th of
September, 1880

C. H. Leaney
Court in chief

Monday, September 29th: 1880.

Present- J. H. Crocker Esq. Attorney for
Plaintiffs - and

Messrs Kilby and Wither Attorneys for
Defendants.

The further taking of these depositions
is adjourned to Thursday the 30th
of September 1880

C. H. Leaney
Court in chief

State of Va.
Harrison Co., to wit:

I C. H. Peasey, a Com: in Charge
for the Circuit Court of Harrison
County in the said State, do hereby
certify that the foregoing depositions
were duly taken sworn to and sub-
scribed before me at the time
and place mentioned therein.

Given under my hand the 30th
day of September 1880

C. H. Peasey
Com in Chg

Com per H. C. C.

Plaintiffs
Depositions

W. H. Blossom and Sarah A.
Blossom, suing by W. H. Blossom her
next friend

vs

Virginia P. L. Portlock, William
Eley, trustee, and H. R. Cully
personal representative of
James E. Bonnevillie dec'd.

This cause came on this
day to be heard upon the bill of the
complainants, taken for confessed as to
the defendant H. R. Cully personal
representative of James E. Bonnevillie
dec'd as when process appears
to have been duly served and he still
failing to appear, answer or demur,
the joint and separate answers of Wm
Eley trustee and Virginia P. L. Portlock
with general replication thereto, the
exhibits, and examinations of witnesses,
and was argued by counsel! On con-
sideration whereof the Court being of the
opinion that the loan evidenced by the note
in the bill mentioned was usurious, and
that the payments made thereon should be
credited to the principal sum loaned, and
also being of the opinion that the sole mode

+ and the further sum of Eighty dollars and fifty two cents with interest thereon from 12 day of April 1880 the same being for taxes and interest paid on the said property and the further sum of seven dollars for interest on the same from 12 day of April 1880.

+ and The further sum of Eighty dollars and fifty two cents with interest thereon from 12 day of April 1880

+ and The further sum of Eighty dollars and fifty two cents with interest thereon from 12 day of April 1880 the same being for taxes and interest paid on the said property and the further sum of seven dollars for interest on the same from 12 day of April 1880.

by William Eley Trustee on the 12th day of April 1880, and the deed executed by him to the said V. P. Le Portlock bearing date on the said 12th day of April 1880, should be set aside, doth adjudge, order and decree that the said sale and said deed be set aside and the same is hereby annulled - and that the amount due to the said V. P. Le Portlock is the sum of five hundred and eighty one dollars and twenty five cents with interest from the day of entering this decree; And the Court doth further adjudge order and decree, that unless the said Sarah A. Blyson or some one for her shall ~~within three months~~ ^{six days three months} pay to the said V. P. Le Portlock the said sum of five hundred and eighty one dollars and twenty five cents, with interest thereon at the rate of six per cent per annum from the entering of this decree, then the said William Eley Trustee may proceed after first advertising the time and place of sale for two weeks in one of the news papers published in the town of Suffolk and posting in said town notices of said sale, to sell at public Auction ^{for cash} the property conveyed to the said Wm Eley by the deed of W H Blyson, Sarah A. Blyson, and Henry R. Cully personal representatives

of James E. Bonnevillie bearing date
of ^{or so} ~~March~~ ^{there is to be necessary}
on the 3rd day of March 1875 ^{but} in
making said sale, the said Wm Eley shall
sell the said property in two parcels or
may be designated by Mrs. Sarah A.
Blossum - or if she should fail to so designate upon
request, then as he may deem ^{best}.
And the said V. B. U. Partlow will pay to
the said Sarah A. Blossum her costs in her
behalf expended in this cause.

Bloxson

n 3

Palluck n

See

To be entered

12th, Oct 1881

Geological

Notes on OB No 1 page 548

The joint and several answers of Virginia P. D. Portlock and William Eley, Trustee two of the defendants to the Bill of Complaint exhibited against them in the Circuit Court of Hansemond County Virginia by Wm H. Bloxson and Sarah A. his wife, Complainants

These defendants reserving to themselves all right of exception to the said Bill of Complaint, for answer thereto say:

That it is true as alleged in said Bill that Nancy Helms by her deed dated the 31st. day of October 1867 and of record in the Clerk's office of said County, did convey to James E. Bonnewell Trustee for Sarah A. the wife of Wm H. Bloxson the lot of land described in said deed as a lot with all the improvements thereon situated on Kilby Street in the Town of Suffolk adjoining the lots of Exum Carstaphen, Mary Brinkley and Mary E. Bloxson and that said lot was conveyed to said Trustee to be held by him or his personal representative in trust for the sole

and separate use and benefit and advantage of said Sarah A. Blossom free from the debts and contracts and control of her husband and with power and authority to said trustee or his personal representative whenever requested by said Sarah A. Blossom to see and convey the same, and that Exhibit A. filed with said Bill is the original deed itself mentioned above.

These defendants allege that the consideration paid for said lot and named in said deed, to wit: the sum of \$425⁰⁰ was the full value of said lot in October 1867 and for several years thereafter and that said lot has not increased in value down to this time except to the extent of such improvements as said Blossom may have placed upon said lot in the shape of additions to the original houses thereon and in the erection of additional houses of but little value; that all said improvements were made within a few years after the date of said deed and have

long since ceased to be improvements by reason of decay and dilapidated condition! That said improvements did not ~~in the~~ ~~for~~ when first added exceed in value \$400. or \$500. thus making said lot with improvements worth not more than \$800 or \$1000 in 1867. That said lot has at no time since exceeded in ~~the~~ value the sum of \$1000, and was worth not so much as that sum at the time of the sale ~~of~~ ^{thereof}, hereinafter mentioned.

And these defendants deny that said lot contains about two acres and that it consists of three lots fronting on Kilby Street respectively 40, and 39, and 71 feet as in said Bill alleged and running back 200 feet and that there is ~~there~~ ^{also} about one acre of land in the rear of these lots and that the buildings on said lots are valuable.

On the contrary these defendants say that said lot never was but one lot or parcel of land and that it does not contain two

acres and that the buildings on it are not only not valuable but on account of their dilapidated and decayed condition they make said lot an undesirable and unsaleable piece of property and detract from its value; and that there is no lot or parcel of land in the rear of said lot containing an acre or any other quantity of land, which is separate from the lot above-described, but on the contrary there is no rear lot or land except such as constitutes a part of the entire lot above-mentioned.

And these defendants say it is true as alleged in said Bill that on the 3d. day of March 1875 the said W^m H. Blossom and Sarah A. his wife and Henry R. Culley as personal representative of said Jas. E. Bonnewell Trustee (who had departed this life) did convey ^{by deed of trust} all said lot or parcel of land to William Eley Trustee in trust to secure to Virginia P. D. Portlock the payment of a Bond for the sum of \$750.⁰⁰ signed

by said Wm H. Bloxson and Sarah A. his wife and payable on demand to the said Virginia P. D. Portlock and dated the 3d. day of March 1875 and ^{bearing legal} ~~being~~ interest payable semi-annually and that Exhibit B. filed with said Bill is a true copy of said deed of trust.

And these defendants further say that paper marked "No 1" and filed with the depositions of said Wm Eley in this cause is the Bond referred to above as secured by said deed and here ask that it may be taken as fact of this answer and considered as Exhibit No. 1 filed with this answer.

And these defendants say it is true that said note was given for the loan of \$750.⁰⁰, but they deny that there was any contract for said loan other than said deed of trust and Bond and especially that there was any contract to the effect that said Wm H. Bloxson and Sarah A. his wife or either of them were or was to pay for said loan interest thereon at the rate of nine per centum per annum or any

unus or other interest than legal interest; and these defendants add that such being the case they have never at any time ^{taken, or} demanded or required payment of said Wm H. Blossom and Sarah A. his wife ^{of} interest on said loan at a greater than legal rate; and that the payment by them of \$67.⁵⁰ and \$101.²⁵ ^{as interest} apparently at the rate of nine per cent, was a purely voluntary act and payment on the part of said Wm H. Blossom and Sarah A. his wife without any demand for the same or any contract requiring payment of the same; and that said sums of money were duly credited on said Bond in payment of interest at the rate of six per cent ~~xx~~ notwithstanding the voluntary payment of the same at nine per cent and the request of said Blossom that the same should be credited at the latter rate. ~~xx~~

xxx

And these defendants also allege that said Blossom and wife could not of themselves

These defendants ~~then~~ deny that said Blossom and wife paid said sum of \$67.⁵⁰ as interest from

alone make any contract for the loan of said money or for interest thereon at any rate to be secured by a deed of trust on said property without said Trustee or his Personal Representative being a party thereto as required by said deed from Nancy Adams dated the 31 Oct. 1867, and if said Blossom wife had made any such contract it would be void.

the 3d. of March 1875 to 3d. of March 1876 and said sum of \$101.²⁵ as interest from 3d. March 1876 to 3d. Sept. 1877 on said loan under any contract or agreement or understanding whatsoever, which required them so to pay said sums of money, or which gave these defendants the right to demand or require the same to be so paid.

These defendants say, that said deed of trust and Bond constitute the only contract with regard to said loan or the rate of interest it was to be bear or has at any time actually borne and these defendants have never claimed to have any right to demand or require payment of interest except as said deed and Bond specify nor ~~have they~~ has there ever been any other contract with regard thereto.

And these defendants say it is true, that on the 12th. day of April 1880, said Wm. Eley Trustee did see said property above-described at public auction under said deed of trust for said Virginia P. D. Portlock's benefit after having given due and legal notice of the sale and did see the same before the Courtroom door

of said County of Chaussemond
and it was purchased by said
Partsch for the sum of \$975.⁰⁰ that
being the full value of said property
and she being the only bidder: and
that ~~having~~ a deed was duly made
conveying said property to her, she
having first paid the purchase-
money and that exhibit E. filed
with said Bill is a true copy of
this last named deed.

These defendants deny that said
Bloxson and wife ever at any time
prior to ^{or on} the day of said sale informed
these defendants or either of them
that said loan was at an illegal
rate of interest and that they would
make defense to said debt as be-
ing usurious. On the contrary these
defendants say that said Bloxson
and wife never set up any such
claim or knew or believed that
said loan was usurious, nor did
they or either of them for that or
any other reason object to the sale
of said property at any time down
to and including the day of sale,
nor in ^{any} way protest against it.

And these defendants deny

that said Blossome and wife ever requested the said Wm Eley, Trustee to sell said property in parcels as alleged in said Bill at any time prior to the day of said sale or that said Trustee ever consented to do so, and especially that said Eley made said sale knowing that said loan had been made at the rate of nine per cent interest and that the same was usurious and illegal. ~~On~~ On the contrary said Eley knew that said loan had not been made at the rate of nine per cent interest and only at legal interest, and that the same was not usurious and illegal.

And these defendants further deny that said Eley made said sale claiming that the debt to be satisfied by said sale was the principal sum of \$750. with interest thereon from the 3d. day of March 1875 at the rate of nine per cent subject to the payments of \$67.⁵⁰ and \$101.²⁵ as interest at that rate, ~~and allege~~ on the contrary these defendants say that he made said sale knowing that the debt to be satisfied thereby was the principal sum of \$750.⁰⁰

subject the credits of said sums of \$67.⁵⁰ and \$101.²⁵ in full of interest at the legal rate of interest thereon from the 3d. of March 1875 to the 3d. of December 1878, as will appear by paper marked to 3. ~~and~~ filed with the deposition of said Eley in this cause and here referred to and made a part of this answer.

And these defendants deny that said property sold at a price grossly under its real value, and allege that it sold for its full value, and deny that it would have sold at a much greater price in parcels, or that any part of it would have sold for enough to satisfy said debt.

And these defendants say that before said sale, said Blossom and wife had failed to pay the interest on said debt ~~for several years~~ and the taxes, both Town & State & County ~~and insurance~~ ~~and other charges~~ for several years and other charges for payment in front of the property, ^{as under said deed of trust they were required to do} and had failed to pay said debt although repeated demands for payment of the same

had been made of said Bloxson and wife, and that repeated efforts on their part and on the part of these defendants (who were willing to assist them), had been ^{and resulted in failure} made, to see part of said property and to borrow money ^{on it} ~~of others~~ to pay said debt, and that it was ^{only} ~~not until~~ after all this that these defendants ~~also~~ ~~as~~ understood to sell said property seeing that the charges on it were fast accumulating and the debt increasing with no prospect of said Bloxson and wife being able to pay the same, and prior to said sale said Eley advertised said property several times, but declined to offer it, because of said Bloxson's assurances that he would raise the money in a few days to pay said debt, which assurances he was not able afterwards to make good, and these defendants say that it was in view of all these circumstances and many others of a like kind and owing to ~~said~~ the inability of said Bloxson and wife to pay even so much as the interest on said debt &

and the taxes on said property, that said Eley was forced to sell said property under said deed of trust, as he did sell the same as above-mentioned.

And these defendants say that said sale was made without any objection, or protest whatever on the part of said Blossom wife ^{at any time prior to or on the day of sale} ~~and that it was not until after the sale that any do~~

and having made said sale, said Eley as trustee aforesaid received of said Portlock the purchase-money to wit \$975.⁰⁰ and disbursed and paid out the same as set forth by paper marked Ex. 2 filed with said Eley's depositions in this cause and here referred to and made a part of this answer, and ^{then} made a deed to said Portlock ~~conveyed~~ conveying said property to her as above-mentioned.

These defendants allege that said Wm H. Blossom and wife are now estopped from making any objection to said sale for any reason alleged by them

in their said Bill and have no right in a Court of Equity or otherwise to seek to avoid said sale, ~~for~~ to which they made no objection prior thereto, especially as they were fully aware that said sale would be made and were present on the day of sale making no objection thereto.

And these defendants say that it is true as alleged in said Bill, that said Virginia P. D. Portlock has sued out of the Clerk's Office of the County Court of Chancery and County a writ of unlawful detainer against said W^m H. Blossom and wife, having as its object the recovery of the possession of said property of said Blossom and wife who are in possession thereof and are unlawfully withholding the same from said Portlock.

And these defendants allege that ~~said Portlock~~ being the owner of said property and entitled to the possession of

the same by virtue of said sale and purchase, said Virginia P. D. Portlock had a right to sue out said writ and has had the right ever since the day of her purchase of said property, to wit: The 12th. day of April, 1880. and having said right these defendants allege that said Portlock has been and is from day to day being damaged in a large sum of money, to wit: in the sum of \$15. or \$20. per month from said 12th. day of April 1880 for every month during which the possession of said property is unlawfully withheld from her by said Blossom and wife and ^{during which} said Portlock is injured and restrained from prosecuting said writ by reason of the injunction granted them in accordance with the prayer of their said Bill.

And these defendants allege that the damages of ~~\$15. or \$20~~ per month which said Portlock

has suffered and is ~~sufficient~~
suffering by reason of the un-
lawful detention of said property
from her an laid at \$15. or \$20.
per month, as that is the sum
of the profits and rents which
said property produces monthly
and which said Portlock has
been entitled to ever since the
12th. day of April 1880 when
she became owner of said
property.

These defendants pray,
then, that said Bill of said
Complainants may be dismissed
and said injunction dissolved
and all proper damages a-
warded this defendant, said
Portlock.

And now having fully an-
swered the Complainants' Bill,
these respondents pray hence to
be dismissed with ~~and~~ their
reasonable costs in this behalf
expended and they will ever
pray &c.

Virginia P D Portlock
Jm Alex Hunter

Wm H. Blossom trustee
} In chg.
W. J.
Portlock tal.

Answers of Wm
Eley Trustee and
Virginia P. D. Portlock

State of Virginia - Nausemond County, to wit.

This day personally appeared before me, Wilbur J. Kilby
a Notary Public in and for said County in said State of
Virginia, Virginia P. D. Portlock and Wm Eley Trustee whose
names are signed to the foregoing answer and made oath that the
statements made in said answer so far as made of their own
knowledge are true and so far as made upon knowledge
or information derived from others, they believe them to
be true, Given under my hand this 11th. day of
October A. D. 1880

Wilbur J. Kilby
Notary Public

1880. Oct. 13th. Filed this
day by leave of the Court in open
Court.
C. H.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Wm: H. Blexson and Sarah A. his wife, to appear before the Judge of the Court of the County of Nansemond at the Court House thereof, on the first day of the next June Term of said Court to be held by the said Judge (being the 14th day of June, 1880) to answer the Complaint of Virginia P. D. Portlock, that the said defendants (Wm: H. Blexson and Sarah A. his wife) are in possession, and unlawfully withhold from the said plaintiff (Virginia P. D. Portlock) certain houses and a lot of land with the improvements thereon, situated in the Town of Suffolk, Nansemond County, Virginia, on the North Side of Lily Street of said Town and adjoining the lots of Joseph Little (formerly Edmund Custer, then and Mary Brinkley) and John J. Newmy (formerly Mary E. Blexson).

~~to be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court, for our said County of Nansemond, at the Rules to be holden for the said Court, on the first Monday in _____ next, to answer~~



And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at the Office ^{Clerk's} ~~of said~~, this 25th: _____ day of May _____ 1880, in the 104th: _____ year of our foundation.

Peter B. Prentis. Clerk.

Copy for,
Sarah A. Blossom,
wife of Wm H. Blossom

Blossom & Co

&

Pullman &

Exhibit '7'

Whereas Sarah A. Bloxson, as a feme-sole; H.R. Culley, Personal Representative of James E. Bonnellwell, deceased, who was Trustee for said Sarah A. Bloxson, and Wm: H. Bloxson and Sarah A, his wife, by their Deed of Trust, dated and of record in the Clerk's Office of Nausemound County Court, the 2nd. day of March, 1875, to secure to Virginia P. D. Portlock, the payment of a note signed by said Wm: H. Bloxson and Sarah A. Bloxson, and payable on demand to the said Virginia P. D. Portlock, being for the sum of Seven hundred and fifty dollars: said note bearing even date with said Deed of Trust, and with interest payable, semi-annually, did grant, with general and special warranty, to William Eley, the Trustee therein named a lot of land with the improvements thereon, situated in the Town of Suffolk, Nausemound County, Virginia, on the North side of Kilby Street, and adjoining the lots of Joseph Little (formerly Edwin Carstarphen and Mary Brinkley) and John T. Nunney (formerly M. E. Bloxson) with power to the said William Eley, Trustee, after default should have been made in the payment of the said debt of Seven hundred and fifty dollars, and when thereafter directed by the said Virginia P. D. Portlock, her heirs, executors and Administrators, to sell the said land according to law:

And Whereas the said William Eley, as Trustee, aforesaid, having been directed by the said Virginia P. D. Portlock so to do, did advertise the sale of said land, at the Court House Door of Nausemound County, and at various public places in said Town of Suffolk, by printed handbills for a period embracing at least, twelve (12) days, and did, on Monday, the 12th. day of April, A.D., 1880. (being Court day) before The Court House door of said County, offer the

said lot of land with the improvements thereon, for sale, at Public Auction, to the highest bidder, for Cash, when the same was purchased by Virginia P. D. Portlock for the sum of Nine hundred and Seventy-five dollars (\$975).

This Deed, therefore made, this 12th day of April, A.D. 1880, between the said William Eley, Trustee, as aforesaid, of the one part, and the said Virginia P. D. Portlock, of the other part, Witnesseth, that the said William Eley, as Trustee aforesaid, in consideration of the said sum of Nine hundred and seventy-five dollars, doth grant with special warranty, unto the said Virginia P. D. Portlock, her heirs and assigns forever, the lot of land with the improvements thereon, as aforesaid.

Witness the following signature and seal.

William Eley, Trustee 

In the Clerk's Office of Nausemound County Court, the 1st day of May, 1880.

This Deed was acknowledged by William Eley, Trustee, and Thereupon admitted to record.

Teste:

Peter B. Prentiss, Clerk

a Copy:

Teste:

Peter B. Prentiss, Clerk

Nausemound Office
May 28th: 1880

X^{ms}

William Eley, Trustee
To { Copy Reed
Virginia P. D. Portlock

Reed seen at 14

to {

Portlock to

Exhibit. E

\$101.25 Rec'd line from and
one dollar and twenty five
cts. in payment of interest up to
September ^{the 3rd} eighteen & unpaid seven
seven 1874 on a note held by
W. P. F. Posttuck against Mr. A.
Blayron & J. A. Blayron dated
March 3rd 1875

July 13th 1877 Mr. P. F.
Posttuck

P. F. which is also
entered on said note.

Sept 20

Recd. of Wm H Blossom, J. A. Blossom
Sixty Seven Dollars
& fifty cts in payment of Interest in full on
a bond held by V. P. D. Portlock against said
Wm H Blossom, up to March 3 1876, which
has also been credited on the bond for
the same amt., V. P. D. Portlock

By Wm Day

Schicht C

Exhibito.

et 19.

Whereas, on the 31st day of October 1867 there was conveyed by Nancy Nelson, by Deed duly recorded, to James E Bonnewell as trustee for Mrs Sarah A Blossom for her sole and separate estate, a lot of land with the improvements thereon, situated in the Town of Suffolk Hanover County Virginia, on the North side of Kilby Street and adjoining the lots of Exam Carstaphen, Mary Brinkley and M. E Blossom, with power to the said James E Bonnewell or his personal representative whenever requested by the said Sarah A Blossom to sell and to convey the same; and whereas the said James E Bonnewell trustee as aforesaid has died and Henry R Bulley has become his personal Representative: And whereas W H Blossom and Sarah A Blossom have borrowed of Virginia P D Portlock the sum of seven hundred and fifty ^{dollars} (750) which is evidenced by note signed by W H Blossom and Sarah A Blossom and payable to the said Virginia P D Portlock bearing date on the 3rd day of March 1878 and payable on demand with interest thereon payable semi-annually without default, which note the said W H Blossom and Sarah A Blossom desire to secure by lien on said house and lot, The said Sarah A Blossom does therefore hereby direct the said Henry R Bulley personal representative of the said James E Bonnewell the trustee aforesaid to execute a deed of trust on the said lot of land and all buildings and improvements thereon to William Eley

of the County of Hanseman and State of Virginia,
trustee for Virginia P D Portlock to secure to her the
payment of the said debt; and in order that the interest
of all parties whatsoever may be hereby conveyed, this
Deed is executed also by Sarah A Blossom as feme
sole and also by W N Blossom and Sarah A his wife,
Therefore this deed made this 3rd day of March 1875,
Between the said Sarah A Blossom as feme sole
and the said Henry R Cully as personal Representative
of the said James E Bannwell, ^{Trustee} as aforesaid and
W N Blossom and Sarah A his wife of the one part
and William Eley trustee of the other part; Witnes-
eth: that the said parties of the first named part
do grant with general and Special Warranty
unto the said William Eley, the said house and
lot of land with all the improvements and
appurtenances thereon, In trust to secure to
Virginia P D Portlock the payment of a Note
signed by W N Blossom and Sarah A Blossom
and payable on demand to the said Virginia
P D Portlock being for the sum of seven hundred
and fifty Dollars and bearing date on the 3rd day
of March 1875 with interest payable semi annually
with power to said William Eley to sell and give
good title to the said property hereby conveyed,
and after paying all costs and expenses of sale, the
residue of the purchase money to be applied as the
law directs to the payment of the said note and
interest, the said parties of the first part, covenant

to pay all charges assessments, Taxes and damages on the said property as long as they shall retain possession and the said parties of the first part and the said Sarah A Blossom further covenants to keep the house and lot and all improvements thereon aforesaid fully insured for the benefit of the said trustee.

In testimony whereof we have hereunto set our hands and seals the day and Year aforesaid

S A Blossom *Seal* ¹⁰⁰ ₁₀₀

H R Bulley *Seal* ¹⁰⁰ ₁₀₀

W H Blossom *Seal*

S A Blossom *Seal*

County of Nansemond State of Virginia, to wit:
I R H Rawls, a Notary Public for the County aforesaid in the State of Virginia, do certify that Sarah A Blossom ^{and} Henry R Bulley and W H Blossom whose names are signed to the within deed bearing date on the — day of March 1875 have this day personally appeared before me, in my County aforesaid and acknowledged the same, and I do further certify that Sarah A Blossom the wife of W H Blossom whose names are signed to the writing within bearing date on the 3^d day of March 1875 has this day personally appeared before me in my County aforesaid and being examined by me privily and apart from her husband and having the said writing fully explained to her, she the said Sarah A Blossom

acknowledged the said act to be her deed, and
declared that she had willingly executed the same
writing and does not wish to retract it

Given under my hand this 3^d day of March 1878-

R. H. Rawls

Notary Public

In the Clerk's Office of Nansemond County
Court : 3^d day of March 1878-

This deed was received, duly certified, and there-
upon admitted to record

Teste,

Willis E. Bohoon. *clerk*

a copy

Teste:

Peter B. Prentiss. *Clerk*

Nansemond Office. {

May 28th: 1880 }

YMS

S. A. Blyson del:

To { Copy Deed of Trust

Wm. Eley, Trustee for
Virginia R. W. Peck

Blot Summary

as 3

Swollen to

Exhibit 151

This Deed, made this 31st: day of October, A. D. 1867,
between Nancy Helms, of the one part, and James E. Bon-
newell, Trustee for Sarah A. Blyson, wife of William H.
Blyson, of the other part, witnesseth, that in consideration
of the sum of Four Hundred and twenty-five Dollars (\$425)
the said Nancy Helms, doth grant with general warranty,
unto the said James E. Bonnewell, Trustee for the said
Sarah A. Blyson, to be held and used as hereinafter
mentioned, the following Real Estate, to wit: a Lot of Land
with the improvements thereon, situated in the Town of Suffolk
on Gallilee or Kelly Street, and adjoins the lots of Egan
Carruthers, Mary Brinkley (lately Rachael Willis) and Mary
E. Blyson.

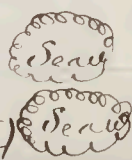
And which said Real Estate hereby sold and conveyed is to be
held by the said James E. Bonnewell, Trustee (for his personal
representative) for the said Sarah A. Blyson, for her sole
and separate use, benefit and advantage, free from the debts,
contracts and control of said William H. Blyson, her husband,
and with power to said James E. Bonnewell, Trustee, as afoe-
said, or his personal representative, whenever requested by said
Sarah A. Blyson to sell and convey the same, and with power
and authority also to said Sarah A. Blyson, by will, duly
made and executed to dispose of the same, in any manner
she may deem proper. And the said Nancy Helms covenants with the
other parties hereto, that she will make and execute all further assurances
to said Real Estate, which may be requisite and proper

Witness the following signatures and seals.

Executed in our presence
Peter B. Bonsted
Witnesses (of E)
John T. Murray

her
Nancy x Helms
mark

✓ Jas. E. Bonnewell (Trustee)



Nancy Helms

do J Reed

James E. Bonnewell, Trustee
for Bank A. Ripston

1867

Nov: 6th: Acknowledged
in the Office by James E.
Bonnewell, Trustee

" 8th: Proved by the oaths
of Whitwell Jones (of E) and John
J. Nurney, Two of the subscribing
witnesses, as to Nancy Helms,
acknowledged.

Witnessed by

v 3

Ponlocke &

Subscribed

Recorded. No. 1. Book.
Nov. 1. page 339.

In The Clerk's Office of Nauseland County Court, the 6th: day
of November 1867.

This Deed was acknowledged by James E. Bonnewell, Trustee, and
on the 8th: day of said month and year; the same was proved by the oaths
of Whitwell Jones (of E) and John J. Nurney, Two of the subscribing
witnesses hereto, as to Nancy Helms, and thereupon admitted to record.
(the requisite stamps of 50 having been affixed and cancelled)

Teste,

Peter B. Prentiss. Clerk

Wm: H. Blyson & Co:

22 } 6 Exhibits
filed with the
bill

Virginia P. O. Patlock & Co

To Hon. Geo. Bliss Judge of the Circuit
Court of Hancock County.

Humbly complaining show unto
your honor, your complainants Wm. H.
Blossom, and Sarah A. Blossom suing
by Wm. H. Blossom her husband and next
friend,

1 That Nancy Helms by her deed
dated 8th day of October 1867, and of
record in the clerk's office of Hancock
County Court, conveyed to James E. Bon-
nell the following property situated in
said County, to wit: a lot of land with the
improvements thereon, situated in the town of
Suffolk on Gallahue or Kilby street, and
adjoining the lots of Enoch Christopher
Murray Brinkley and Mary E. Blossom.
in trust for the sole and separate use and
benefit ^{of the said Sarah A. Blossom}, free from the debts, contracts and
control of the said Wm. Blossom, with
power to the said James E. Bonnell
himself or his personal representatives, when
requested by the said Sarah A. Blossom
to sell and convey the same - and with
power unto the said Sarah A. Blossom to
dispose of the said property by her will.
duly executed - All of which will

more fully appear by reference to said
original deed herewith filed as a part of
this bill marked "A".

2 That on the 3rd day of March 1875
the said W. H. Blosson, the said Sarah A.
Blosson, and Henry R. Cully as personal
representative of James E. Bonnell (who
had departed this life) conveyed all of the
above mentioned property to William Eley
Trustee, in trust to secure to Virginia P. E.
Portlock the payment of a note signed by
W. H. Blosson and Sarah A. Blosson and
payable on demand to the said Virginia P.
E. Portlock being for the sum of seven hundred
and fifty dollars (\$750.) and bearing date
on the 8th day of March 1875 with interest
payable semi-annually - all of which will
more fully appear by reference to a certified
copy of said deed herewith filed as a part
of this bill, marked "B".

3 That the said note mentioned in said
deed of trust was given for the loan of \$750.
and the contract for said loan was that
your complainants were to pay for said
loan interest thereon at the rate of nine
per centum per annum -

4 That about day of March 18
your complainants paid to the said V. P. E.

Portland \$67.50 as interest from the 3rd day
of March 1875 to 3rd day of March 1876 on
said loan. and on the 13th July 1877
they paid \$101.25, as interest on said
loan from the 3rd March 1876 to the 3rd Sept
1877 - as will appear by the receipt of
the said V.P.L. Portland herewith filed
marked "C" and "D" as parts of this bill.

5 That the land conveyed by said
deed, contains about two acres - and
consists of three lots - one fronting on Rigg
street 40 feet and running back 200
feet, on which there is a large stone
house - one fronting on said street
39 feet and running back 200 feet -
and the other fronting on said street
71 feet, and running back about
200 feet and ~~including~~ the land in the rear of
the other ~~three~~ lots - ^{about one acre} in this lot is the
residence of your complainant - a valuable
building -

6 That about the 1st day of April
last, Wm. Eley, the Trustee in the ^{on a part} of said
deed of trust, and who has been acting for
V.P.L. Portland who is his daughter -
having notified your complainant, that
he intended to make sale of the said property
under said deed of trust, your complainant
and

informed him that the Loan security
said deed of trust was at an illegal
rate of interest, and that they would make
defense to said debt as being usurious -

And your Complainants seeing that the
said Trustee was determined to proceed
to sell under said deed notwithstanding
their protest, requested the said Trustee
in making said sale, to sell the property
in parcels - to wit, to sell first the lot men-
tioned above as having on it the store house -
and then, the vacant lot, and then the lot
with the dwelling - and your Complainants
assured him, that if the first two mentioned
lots did not bring enough to pay what
was legally due on the note secured,
they would pay him the balance in cash.
And your Complainants understood the
said Trustee acting for himself as such
Trustee and as agent for V. P. de Portlock, to
consent to this - But the said Wm Ely,
having advertised the said property, pro-
ceeded on the 12th day of April to sell
it public auction the said property -
and instead of selling it in parcels
as requested as aforesaid, he sold it
as a whole - and at said sale the
said V. P. de Portlock became the

purchaser for the sum of \$975. and
the said Wm. Ely as trustee has conveyed
the said property to the said V. P. Se. Portland
as well appears by his deed dated 12th day
of April 1880, a certified copy of which
is herewith filed as a part of this bill
marked "E" -

7. That the said William Eley, Trustee
as aforesaid Knew that the said loan
was made at the rate of Nine per cent.
interest - and that the same was usurious,
and illegal - for he acted as the agent and
on behalf of V. B. & P. Parlock in making
said loan.
8. That in making said sale, he made it
with the claim of on his part as trustee
and on the part of V. B. & P. Parlock that
the debt to be satisfied by said sale, was
the principal sum of \$750. with interest
thereon from the 3^d day of March 1875 at
the rate of Nine per cent. per annum
subject to the payments of arrears ^{as interest}.
While in fact, the amount due under
said deed of trust, at the time of sale was
\$750. less the aforesaid payments of
\$67.50. and \$101.25 - to wit the sum of
\$581.25 - as claimed by your complainant.
9. That according to their belief and that

the only bids made at said sale, was one made at the instance of the said Wm. Ely agent of V. P. L. Paddock, and the one made by the said Wm. Ely for her, at which the property was knocked down.

10 That the property was sold at a price grossly under its real value - that had the said Trustee sold the said property in parcels as requested, it would have sold at a much greater price, than that at which it was sold - that your Complainants believe and allege that had the property been sold in parcels, the lot with the store house and the vacant lot would have sold for enough to pay the debt.

That the said Virginia P. L. Paddock has sent out of the clerk's office of the County Court of said County, a writ of unlawful detainer against your Complainants - summoning them to appear before the Judge of said Court on the first day of the next Term 1880 of said Court, to answer the complaint of the said V. P. L. Paddock that your Complainants are in possession and unlawfully withhold from her the property aforesaid. as will appear from a copy of said summons herewith filed marked 7. as a part of this bill.

of our complainants feel greatly aggrieved
by reason of the matters above alleged,
and they ask for a writ of injunction for
their protection - They are prepared
fully to prove that the aforesaid loan was
a usurious contract, and they do not call
upon the defendants for any answer, dis-
covery or admissions as to the same -

In further consideration whereof, and inas-
much as your complainants are without remedy
save in a Court of Equity, where matters of this
kind are properly cognizable and relievable,
to do that the justice may be done, they pray,
that Virginia P. H. Partridge, William Eley
Trustee, and H. R. Cully personal representative
of James E. Bonnell's decedent, may be
made parties defendants to this bill, and
be required to answer the same in all
particulars sought as to the rate of interest
at which the aforesaid loan was made, as to
which, no answer, discovery or information
is asked - That an issue may be directed at
trial as to whether the aforesaid loan was at
a rate of interest greater than that allowed by
law - That the sale of the property aforesaid
made by W. Eley Trustee on the 12th day of April
1880 may be set aside - That his aforesaid deed
to V. P. H. Partridge bearing date on the 12th day of

April 1880 be annulled as at said - that
 your complaints may be protected in the
 possession of said property - that the said N. P. Le
 Porteur may be restrained from prosecuting
 her against said of unlawful detainer,
 that all other and further relief may be
 granted upon complaints that the
 nature of this case may require with
 equity shall seem meet to Court, and
 they will ever pray &c -

(Signed)

M. A. B. by S. P. M.

Sarah A. Blodgett.

In the Clerk's Office of the Circuit Court of Nauset County, the 3rd
 day of June 1880. The foregoing Bill was duly sworn to before me, this day,
 by M. A. Blodgett and Sarah A. Blodgett.

Teste:

Peter B. Prentiss, Clerk.

Blodgett et ux
 v. } Bill
 Porteur &c

W. H. Blossom and Sarah A. Blossom
suing by W. H. Blossom her husband
and next friend

vs

Virginia P. D. Portlock, William Eley
Trustee and H. R. Cully personal
representatives of James E. Bonnewell
deceased.

On motion of the said plaintiffs
and for good cause appearing, a writ
of injunction is awarded to the plaintiffs
to restrain and enjoin the defendant
~~Virginia~~ Virginia P. D. Portlock from
prosecuting her action of unlawful
detainer in the bill mentioned against
the plaintiffs, pending in the County
Court of Hancock County - and
further to restrain and enjoin the said
V. P. D. Portlock from disposing in any
way of the real estate in the bill
mentioned:

^{injunction - hereby awarded}
But the said plaintiffs ~~are not to~~
~~shall not take effect~~
~~have the benefit of this order until~~
~~the plaintiffs~~
~~they~~ or some person or persons for
them shall have first entered into bond
before the clerk of the Circuit Court of
Hancock ^{County} with security deemed by the
said clerk sufficient, in the penalty of

of Five Hundred Dollars ~~all~~,
payable to the Commonwealth of Virginia
with condition to pay all such costs as
may be awarded against the plaintiff
and all such damages as shall be
incurred in case the injunction be
dissolved.

to the clerk of the
Circuit Court of
Hanover County.

Geo. B. Blow,
Judge of the

Crocker. p. 9

Wm. H. Blossum & ex:

vs E. Bell of Arizon:

Virginia P. D. Pollock & al

Hauseman & Co. Court

J. S. [unclear]
Wm J. B. [unclear] vs. [unclear]

vs. { Dr. Chy

Virginia P. D. Portock & Co

1881

October Term

Final Decree.

Col.

Plough

Old pair 10.00
New pair 10.00

St. 2.50

New for Col. 10.00

19.00

Large Col.

Old 10.00

St. 2.50

New for Col.

10.00
12.50

Letter

Sund in ch. L
Jd 14th June
1880

In haste

Wm

Sy-a--y

H. Blossom

Suffolk
Co.

Eng



750
9
 6750
 33.75
168.75

11.6
 7509
0

Mar 3. 1875
 Sept 3. 1877

750
6
 95.00
 2
 90
 22.50
112.50

61.54
 101.28
168.75
 22.50
 67.50

\$75-0⁰⁰/₁₀₀

On demand I promise to pay unto Virginia
R. D. Portlock the just and full sum of Seven
hundred and Fifty Dollars for value rec'd and
noted off. It is agreed upon by the parties that
the interest on this note shall be at the rate of
per centum per annum payable semi-annually and I
hereby waive the benefit of my homestead exemption
as to this debt. Interest on this note shall run from
this date.

Suffolk March 3^d 1875-
Witness

Robt. Hawks.

Wm B Lyon *Witness*
S. A. Blomson *Witness*
Seal

Received the Interest on the within Note, in full
up to September 3rd 1874 U. P. (P. Portlock.

By Am. Reg.

8106.235
Rec'd the Interest on the within Note in full
up to December 3rd 1878

U. P. (P. Portlock

by Am. Reg.

1880. Apr. 12th Received of Wm. E. Ely
Master Eight hundred and seven
and 20/100 Dollars in full of the
Bond Virginia U. P. (P. Portlock.
\$811.25

Paper marked "No 1"
referred to in the above
written & filed as evi-
dence
GHC. Com

18 mo Inty at 6 per cent	\$47.00
27 mo " " " "	101.25
	148.25

Premium

\$ 7



Number

103

Virginia Fire and Marine Insurance Comp'y,

Chartered 1832.

No. 1015 Main Street, Richmond.

Assets, \$500,000.

RECEIVED from Mrs. J. A. Bloxson
Seven Dollars, being the Premium on
Four Hundred Dollars, insured under Policy
No. 57688 which is hereby continued in force for one year
to wit: from the Eighteenth day of Dec 1880 at noon,
until the 18th day of Dec 1881 at noon,
but the same shall not be binding on the Company until this Serip shall be countersigned
by the Agent of the Company at place of issue.

Countersigned at

this 18 day of Dec 1880

Suffolk

W. L. Cowardin
Jos. P. Webb

President.

Agent

Wm. H. Blossom and Sarah A. Blossom
Suing by W. H. Blossom her husband
and next friend

v {
Virginia P. D. Portlock, Wm Eley
Trustee, and H. R. Cully personal
representative of James E. Bonnewill
deceased

Please issue summons in
Chancery to July Rules

J. F. Crocker
To Clerk of Cir. Ct. L. 9
Hanceman & Co.

Memo: for Procefs

Know all men by These Presents, that we, Wm. H. Blyson,
Sarah A. Blyson and Frank Hitch
are held and firmly bound unto the Commonwealth of Virginia, in the Sum
of Five Hundred Dollars, to the payment whereof well and truly to-
be made to the said Commonwealth, we bind ourselves and each of
us, our and each of our heirs, executors and administrators, jointly
and severally, firmly, by these presents; and we hereby waive
the Homestead Exemption, as to the obligation of this Bond.
Sealed with our seals, and dated this 14th day of June, in the
Year, 1880.

The Condition of the above Obligation is such, that whereas the
above bound Wm. H. Blyson and Sarah A. Blyson, suing by Wm. Blyson,
her husband and next friend, in their Bill in Chancery against Virginia P. D. Patlock, Adm:
Eley, Trustee, and H. R. Culley, personal representative of James E. Bannwell, deceased,
addressed to the Honorable George Blow, Judge of the Circuit Court
of Nansamund County, have obtained an Injunction, from
the said Judge, to restrain and enjoin the defendant, Virginia P. D.
Patlock from prosecuting her action of unlawful detainer, in the
Bill mentioned against the plaintiffs, pending in the County Court
of Nansamund County, and, further to restrain and enjoin the said
Virginia P. D. Patlock, from disposing, in any way, of the Real Estate
in the Bill mentioned.

And whereas, it is provided, by the order of the said Judge, regarding
the said Injunction, that the same shall not take effect, until the
Plaintiffs or some person or persons for them, shall have
first entered into bond before the Clerk of the Circuit Court
of Nansamund County, with security, deemed by the said Clerk,
sufficient, in the penalty of Five hundred dollars, payable
to the Commonwealth of Virginia, with condition to pay

all such costs as may be awarded against the plain-
tiffs, and all such damages as shall be incurred, in
case the said Injunction be dissolved -

Now therefore, if the said Wm. H. Blossom and Sarah
A. Blossom, shall pay all such costs as may be awarded
against them, ~~and all such damages, as shall be incurred, in case the said~~
and all such damages, as shall be incurred, in case
the said Injunction be dissolved, then this obligation to be
void, otherwise to remain in full force and virtue.

Executed in presence of
Peter B. Keating, Clerk

Wm. H. Blossom *Seal*
Sarah A. Blossom *Seal*
Frank H. H. *Seal*

Wm: H. Blossom & al:

To { Injth: Bond
Commonwealth

June 14th: 1880

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Virginia P. D. Patlock,*
Wm. Eley, Trustee, and H. R. Culley, Personal Representative of
James E. Bonnewell, deceased

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *July* next, to answer

Bill in Chancery, exhibited against them
in the said Court by *Wm. H. Blexson and Sarah A. Blexson, suing*
by *Wm. H. Blexson, her husband and next friend,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *14th* day of *June* 188*0*, in the *104th*
year of the Commonwealth.

Teste:

Peter B. Prentis. Clerk.

June 15th 1880

Specified and copy of the within, delivered to William E. Lee,
Virginia P. D. Gortlock ~~William~~ and H. R. Cully personal
Representative of James E. Bonnell and

J. L. Guilgham Off

Crocker, p. 9

Wm. H. Blexson Secy:

2nd { Spas: in Chy: &c

Virginia P. D. Patlock Val:
To July Rules, 1880.

Pro: 13. No: 1. Page 148

Vir: Co:

Memo:

The Respondent, Virginia P. D. Patlock is hereby resuscitated and
engaged from proceeding her action of unduly detained, in
the Bill mentioned against the Plaintiff, pending in the
County Court of Harrison and County, and further ~~resuscitated~~
resuscitate the said Virginia P. D. Patlock from this case
in any way, of the Real Estate, in the Bill mentioned.

Done: Peter B. Fenton: Clerk

Wm J. Blossom & wife

^{N.}
Virginia P. D. Fortbeck &

By consent of the parties hereto,
given in open Court and here entered
of record it is ordered that
this cause may be submitted
to the Judge of this Court for
decision or decree to be
made therein in vacation

Blossom & wife

N. 3 Decree
Portlock &c

Geo. Wood.

Entered O. B. No 1

L. 528

W. H. Blossom wife

vs.

Virginia P. D. Portlock & al.

By consent of parties ^{given in open Court and} here
entered of record, it is ordered
that this cause may be submitted
to the Judge of this Court in
vacation for order or decree
or other proceedings to be had
therein in vacation.

And this cause is con-
tinued &c.

J. F. Crocker for Plffs
Wilbur J. Kilby }
Withers & Prentiss }
Attys. for defendants

Blossom wife

vs.

Portlock & al

Chaud. Co. Cir. Ct.

Oct. term 1880

16 Oct. 1880

Order

To be entered

Geo. W. Blod.

Entered U. S. No. 1-

p-555-

1 Counsel for the Plaintiffs here ad=
2 mits the fact that the land books
3 of Hansemond County and the
4 Town of Suffolk Va. for the years
5 1875 and 1880 and all intermediate
6 years, show that the Bloxson property
7 was assessed as a whole for each
8 of said years at \$1000.⁰⁰.

9 It is the
for gifts -

"X"

This paper is then
day filed by Comm-
of Council for Pltft
1880 Sept 28th.

Ctll. Comm-

Wm. H. Blossom and Sarah A Blossom his wife
 Yo
 Virginia P. P. Portlock. Dr

To Amt of Bond secured by
 — deed of trust \$730 00

Interest at six per cent from

" 3rd March 1873 to 3rd Sept

" 1874 1 year & 6 mo

47 50

817 50

Credit 3rd Sept 1874 Interest

47 50

" 750,00

Interest from 3rd Sept 1874 at

" 4 per ct, to 3rd ~~to 3rd~~ (Decr

" 1878 2 years & 3 mo)

101 25

851 25

Credit Inters 3rd (Decr 1878

101 25

750 00

Ints from Decr 3rd 1878 to

the 12th April 1880 - 1 y 4 mo 9 d

41 25

811 25

Paid in full 12th April

1880 by Wm Ely Trustee

per receipts on Bond

Expenses

129 52

931 77

Balance

37 73

975 00

67 30

601 25

61 25

230,00

73 000

12 600

1004,00

12.52

Paper marked
"No 3"
and referred to in
the deposition in
this case -
Coble Court

7506
4500
2250
6750

D^r W^m H. Blossom and Sarah A his wife.
 In Account with William Eley Trustee under
 a Deed of Trust executed by said W^m H.
 Blossom and Sarah A his wife and others
 for the benefit of Virginia P D Portlock on
 the 3^d day of March 1875 and duly recor-
 ded on the same day in the Clerk's Office
 of Stanismond County Court Virginia for

1880			
April 12	By proceeds of sale of the real es- tate conveyed by said deed of trust, as per account of sale recorded		\$ 975 00
	To 5 per cent commission on \$300.00	15 00	
	" 2 per cent ditto on 675.00	13 50	
	" paid Geo T Porter, Cler. per rect	5 00	
	" " for deed conveying to the purcha- ser, the property sold per rect	5 00	
	" " for printing advertisements of the sale. per rect	2 50	
	" " Insurance for three years on the property sold. per rect	31 50	
	" " State Taxes for the years 1878, 1879 and 1880 on the property sold, per rect	25 31	
	" " Town of Suffolk Taxes for the years 1878 and 1879, per rect	8 75	
	" " Town of Suffolk for pavement on sidewalk in front of the proper- ty sold. per rect	14 96	
	" " Court of Accounts. per rect	2 50	
	" " Clerk of Court "	2 50	\$ 126 52
1880			\$ 848 48
April 12	To paid Virginia P D Portlock in full of the debt due to her and secured by said deed of Trust. per Bond & rect		\$ 811 25
			\$ 37 23.

Commissioner's Office,

Suffolk, Va., 3d July

1880

TO NANSEMOND COUNTY COURT:

The undersigned respectfully reports to Court that *William Eley*
the *Trustee* of *Wm. H. Blossom* =
Som and Sarah A. his wife has exhibited before your Commissioner a statement
of all moneys received by him as said *Trustee* and with which he ~~has~~ *has become*
chargeable, and of all moneys disbursed by him during the periods embraced in the foregoing account,
together with ~~the~~ *the* vouchers in support of the disbursements; that he finds a balance of
Thirty seven and 23/100 dollars
to be due by the said *Trustee* to the said *Wm. H. Blossom and wife*
on the *12th* day of *April*, 1880, with interest thereon from that day;
that the said account is ~~supported~~ *supported* by satisfactory vouchers
and that the said *Trustee* ~~has given such bond as the law requires, the~~
~~penalty thereof, and~~ *has properly disbursed according to*
law and the terms of the deed of trust under
which he acted, all moneys received by
him as said Trustee by virtue of the sale
made by him under said deed, as the fore
going account will show
That the said *Trustee* was embraced in the list of Fiduciaries
posted at the front door of the Courthouse of Nansmond County, on the first day of *June*
Court last, and now on this day (ten days having elapsed since said list was posted as aforesaid) the
foregoing account is stated and completed.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

Wilbur G. Kilby
Commr of Accounts

Virginia:

IN THE COUNTY COURT OF NANSEMOND COUNTY, the 9th
day of August, 1880:

This, the foregoing, Account, which was filed in the Clerk's Office of this Court on the 3rd
day of July, 1880, by Wilbur J. Kilby
Commissioner of Accounts, having remained therein one month, was this day examined by the Court,
and no exceptions having been filed thereto, and no errors appearing on the face thereof, the Court doth
confirm and order the same to be recorded.

TESTE:

Peter B. Prentiss Clerk.

A Copy
Listed:

Nansemond County Court
Clerk's Office,
Sept. 11th. 1880

Peter B. Prentiss. Clerk

Ind.

Wm. H. Blossom & wife

with Copy Acct

Wm. Eley, Trustee.

Paper mounted

"N. 2"

and filed as part of

the evidence in this case

C. H. C. C. C.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *A. S. Darden John J. Harney,*
Robert Riddick, E. B. Brett, George W. Ward and Peter B. Prentis

Commissioner in Chancery of the Circuit Court

to appear before ~~the Judge~~ *C. H. Causey*, a Court of Nansemond County, at the *Clerk's*
Office House of said County, on the *27th* day of *September*, ~~1880~~ *1880*, to testify and the truth
to say on behalf of *Virginia P. D. Patlock & al.*

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

Wm. B. Blyson & wife

Plaintiffs

Virginia P. D. Patlock & al.

and some

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 *24th*
day of *September* 1880, in the *105th* year of the Commonwealth.

Peter B. Prentis, Clerk.

Recorded and parties summoned to appear on
Sept 27th 1880.

J. H. Nichols Dep. for
J. S. Fulghum and Shiff

Virginia P. D. Pallock
had

Cards { Sp.

Wm. H. Blexson Dep.

To 27th day of Sept. 1880
at the Clerk's Office,
at 11 o'clock AM

To W^m H. Bloxson and Sarah A.
his wife

TAKE NOTICE that, on the 27th day of September, 1880, next, at
the Clerk's office in the Town of Suffolk Va.,
between the hours of 8 A. M. and 6 P. M. of that day, we shall proceed to take the Depositions of
Robt. Riddick,
and others, to be read as evidence in our behalf, in a certain suit in Equity
depending in the Circuit Court of Hanseman county, wherein
you are Plaintiff and we 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,

To the Sheriff of _____ }
county to execute.

Virginia P. D. Portlock
W^m Eley, Trustee
by their counsel

1880 Sept. 10th. Service of the within notice
is hereby acknowledged for Wm H.
Blossom and Sarah A. his wife.

J. L. Miller for
PTffs.

The deposition of A.S. Darden and others taken before me C. H. Causey a Commissioner in chancery for the Circuit Court of Hansemanet County, pursuant to notice hereto annexed at the Clerk's Office in the Town of Suffolk, on the 27th day of September, 1880, between the hours of 6 a.m. and 6 p.m. to be read as evidence on behalf of Virginia P. D. Portlock & al in a certain suit in Equity, depending in the Circuit Court for the County of Hansemanet, wherein W. H. Bloxson & wife are plaintiffs and the said Virginia P. D. Portlock & al are defendants.

Present - J. F. Crocher Esq - Attorney for Plaintiffs
and Messrs Kieley and Withers Attorneys for Defendants.

A.S. Darden being duly sworn on the Holy Evangelists of Almighty God, deposes and saith as follows:

1st Question What is your age, where do you reside, and do you know
of Doff's Atty: the parties to this suit?

Answer I am 51 years of age. I reside in Suffolk, Va. and I know the parties to this suit.

2d Question What is your occupation?

Answer I am a Merchant; also President of the Board of Directors of the Commercial Bank of Suffolk, Va. I have resided in Suffolk more than 34 years.

3d Question Are you the owner of Real Estate, in Suffolk, & if so, state whether or not it is located in different parts of that Town: & are you a judge of the value of Real Estate in Suffolk?

Answer I am the owner of Real Estate in Suffolk, & have

been, for the last 12 years - an owner of Real Estate, on Main Street, Washington Street and Pioneer Street: ~~Consisting~~ ⁽²⁾ ~~consisting~~ principally of Dwelling-Houses & Lots for rent: & 2 stores on Washington Street. I suppose, that I am a Judge in the value of such Estate

4th Question. Are you acquainted with the Condition of the Houses & Lot lately owned by Mrs. Sarah A. Myleson, on the Pelf's in this case, on Kelly Street, in Pottsville between the property of Joseph Little, on the East, & John J. Hurney, on the West: & if so, state, if you please, fully, all that you may know of the Condition: 1st of the Buildings, on said Lot: then of the Lot, & finally, the Cash Value of the lot & buildings: Valued on the 12th Apl. 1880?

Answer. I am tolerably well acquainted with the Condition of the Lot & Buildings - the building on the East side, called the Store House, is worth ^{the} some \$250⁰⁰ - its condition is rather dilapidated. The entire lot, ~~with~~ including all the buildings thereon is worth from \$700⁰⁰ to \$750⁰⁰. The Lot, without the buildings, is worth \$400⁰⁰ or \$500⁰⁰

5th Quest Describe as nearly as you can the Character of the lot, whether it is level and smooth, or whether cut up by ditches and ravines?

Ans It lies on the side of a ravine and the house on the East side rests on that ravine and the lot is rather

suggested them otherwise which I think would detract from its value I do not think it - could be made a very desirable lot on that account.

6th: Quest What do you regard the value of the dwelling house with the millinery store in it to be?

Ans About two hundred and fifty - (\$250 dollars).

7th: Quest What do you regard the value of the old saw-mill on the East side of the lot to be?

Ans I value that at very little, if anything.

8th: Quest You stated in your answer to the 4th question that the building on the East side called the store-house was worth the sum of \$250: state whether you referred in your answer to the 4th: Question you referred to the saw-mill on the East side of said lot - or to the store-house on the West side of said lot?

Ans I referred to the store-house on the West side, I do not consider the house on the East side to be worth anything from the fact that it rests on posts

and I suppose it has been brief-
sufficiently long for those parts to
have rotted off. I consider that it
would be worth the value of the
building to repair it.

9 Ques

Is the said lot capable of sub-di-
vision into lots & if so state how
many and what would be the value
of the same?

Ans

If divided it would be into two very
narrow lots. I do not know the number
of feet its front on Killy Street. but
if my memory serves me the lots
would be small. The lot on the
East side I should put very little value
on on account of the narrowness - The
lot on the West with the buildings
on might be worth about Six
hundred (600) dollars.

10 Ques

Do you consider then that the
entire lot contains more than
enough to constitute one fair lot?

Ans

I do not -

11 Ques

Are you acquainted with the sale
of real estate at public Auction in
Suffolk. ~~and if so state~~

Ans

I have some knowledge of it -

12 Ques

If this property were offered for sale

at public auction, would it realize as much, if sold as a whole as if sold in parts or sell to as great advantage
 Ans I think it would bring as much if sold as a whole as if sold in division.

13 Ques Exhibit "E" filed with the bill shows that the said lot sold as a whole for the sum of \$975.⁰⁰ was that a fair price for the said property?
 An I think it was its full value.

14 Ques Is your board of directors of the Commercial Bank of Suffolk frequently called upon to loan money on real-estate in Suffolk? if so for what sum ~~would~~^{do} they consider said property fair security?

Ans Objected to by Plffs: Counsel on the ground that it calls for heavy evidence -

Ans They are frequently called upon to loan money on real estate in Suffolk and I do not think they would be willing to loan more than \$400- or \$450- on this property. Of course they always leave a margin -

— Cross-examined for the Plaintiffs

1st Quest

Ans

What is the area of Mrs Blossom's lot?
I suppose it fronts about 80 feet. I do not know how far it runs back. I do not suppose it is more than 150 feet deep. I do not consider ground in the rear of lots of much value.

2 Quest

Have your answers been made in reference to the sub-division of this lot and its value upon the basis that the lot fronts on Kiel Street 80 feet and runs back 150 feet?

Ans

Somewhat so - and not exactly either - or of course the ravine ^{value of the} corner is there and damages the lot very materially.

3. Quest

What is the ordinary dimension of a town lot in Suffolk?

Ans

On Main Street I think the lots were originally laid off 99 feet - On the new streets I think they are generally laid off 50 feet to the lot - I suppose the lots on Kiel Street range from 30 to 60 feet front

4 Quest

Ans

Do the lots on Main Street as built upon average 99 feet?

I do not know - some are 99 feet and

some 49½ feet I suppose the majority are 49½ feet - and some are 198 feet

5-2nd

If Mr. Blossom's lot front 100 feet on Kief Street is it not susceptible of sub-division into two lots of 50 feet each?

Ans

It might be but for that ravine - which I think would greatly interfere with making two lots of it - Describe the dwelling on the west side of the lot?

6-2nd

Ans

The dwelling on the west side of the lot is an old single story home which has been repaired - the dimensions I think are about 14 by 18 or 20 feet - and there is a store on the west of ^{and adjoining it} that about 12 by 18 feet - and there may be a shed in the rear of the dwelling -

7-2nd

Do you mean to say that it is a single story home?

Ans

It was originally a single story home but I think now that there is a story or a half story on it -

8-2nd

When was the addition made to the former building on the lot?

Ans

I suppose it has been some ten or

twelve years ago - twelve years I
guess

9 Ques

Do you not know that the addition
was made about 8 years ago?

Ans

I do not know I cannot say posi-
tively

10 Ques

Do you not know that this building
contains besides the store room six
other rooms?

Ans

I do not - I not think I was even in
the home

11 Ques

What part of the house needs repair?

Ans

I cannot answer, the whole home
has a dilapidated appearance

12 Ques

What part is dilapidated?

Ans

That is its general appearance -

13 Ques

What part of it - did you notice that
is out of order?

Ans

I think that the sheds and the ^{to the same} floors
look so - I have never been ~~in~~ ⁱⁿ it -
its general appearance is that way

14 Ques

Have you examined the property or do
you know accurately its condition?

Ans

I have not - and all I know of it - is
by observing it - in a casual way in
passing along - I have made no
examination whatever -

15 Ques

Do you know what part, if any -

of the old building was used in the erection of the present building?

Ans I think the old frame was used - I do not know how much more of it was used

16 Ques Was not the former ~~house~~ on the lot a very small one?

Ans I do not know its dimensions, I think it had two rooms

17 Ques When was the last time you were in the store house or tenement situated on the East side?

Ans That I cannot say.

18 Ques When was the last time you examined the building on the East side of the lot?

Ans I have never examined it.

19 Ques What is the present arrangement of the building inside?

Ans I do not know

20 Ques For what is the building now used?

Ans I do not know

21 Ques For what has the building for the last few years been used?

Ans I think a negro kept a drinking bar there at one time and I think there was a barber there at one time and I think it was used as

- a green-grocery
- 22 Quest You do not remember whether a white person ever used any portion of it?
- Ans I think there was a white man from the North at one time who used it - as a shoe-shop for repairing shoes - I do not remember whether he occupied that house or the house on the west side of the lot -
- 23 Quest Do you know Mr Jesse Parker Jr and if so, who is he?
- Ans I do - he is a native of Suffolk and I believe he did at one time use this house for a negro bar for a very short time -
- 24 Quest Do you know that this building is partitioned as to make two tenements with two rooms each?
- Ans I do not -
- 25 Quest Do you know that these apartments are fitted up each for store-room and residence?
- Ans I do not -
- 26 Quest Do you know whether these rooms are lathed and plastered or Ceiled and otherwise rendered comfortable for tenants?

Ans

I do not

~~27 Dec 1881~~

Re-examined for Deft:

1 Dec 1881

State whether the house on the West side of the lot - has ever been painted and whether it is, or not - mildewed or otherwise defaced from exposure, and also state if you know the general appearance of the house on the East side of the lot - whether it is, or not; built with unplanned up-right boards - a single story and for what purpose it was built - and used, if you know?

Ans

I am not sure whether the house on the West side ever had any paint on it or not; it may have had one coat of paint, or some portion of it - but is now in a mildewed or weather-stained condition -

The house on the East side is of one story - built on posts and weather boarded with unplanned, upright-boards - it was first used as a black-smith shop - then was added to for a saw-mill. and since that time I do not know what

the rear part has been used for -
I think the roof is covered with
slabs

2 Q^uest It has been asked by the Plaintiff
whether or not the house on the
west side contains six (6) rooms
besides the store; from your knowl-
edge of the building what would
be the probable size of six such
rooms?

Ans They would have to be very small
I think

3 Q^uest Should the lot in the proceedings
mentioned measure 120 feet front-
and run back 400 feet. Knowing
the value of
real estate as you do, what would
you estimate its cash value to be?

Ans I do not think it would bring
more than \$750⁰⁰.

Re-Cross

Q^uest Do you mean to say that the
front of this building is of upright
rough boards?

Ans The front is weatherboarded cross-
wise and I think it is dressed.

2 Q^uest Did you ever examine the roof of
this building and see whether it-

was shingled or slabbed?

Ans I did not. when it was first built - it was covered with slabs - if they have been replaced with shingles I have lost sight of that fact

3 Ques Do you mean to say that the boards on the side of this building are not stripped?

Ans I did not think they were I do not recollect

X This Ques: & Ans excepted to by Deft's Counsel

4 Ques Do you regard a building containing two tenements, each with two rooms and tenantable and yielding a monthly rent of 8 or 10 dollars of no value?

Ans Situated as that one is over a wharf and being built on posts and having been long enough to be rotted off, I should place very little value on it - Inasmuch as I do not think the property will yield that much longer in its present condition

X Answer excepted to by Deft's Counsel as not being responsive to the question

5 Ques Do you know whether there is an

unsound plank, board or timber or
post in that building?

Ans I do not really know it, but it is to be
presumed from the length of time it
has been there that there are unsound
posts

x Their Ques & Answer excepted to by Deft's
counsel because it is not confined
to matters elicited in the re-examina-
tion

Q Quot Then your conclusion as to unsound-
ness in this building in any part is
not based upon your knowledge or
a reexamination but upon a pre-
sumption?

Ans I do not really know that it is so,
but I have every reason to think so

x Quot & Answer excepted to by Deft's Atty
for same reason as former

7 Quot How long will a piece of timber-
heart Cypress - last, if sheltered from
the weather?

Ans If protected entirely from the weather
I suppose it would last a century

8 Quot How long will a Cypress post, all heart,
last, partly in the ground and
partly exposed to the weather and

partly sheltered from the weather?
Ans From seven to ten years - that is
my experience

9 Ques You have said that this building was
over a ravine - is this so?

Ans It is over a ravine or a ditch - that
is my impression

10 Ques Do you mean to convey the idea
by what you have said on this point
that this whole building is over some
kind of a ravine or ditch?

Ans I mean that I think the East
side of it is

11 Ques Through its whole length?

Ans I do not know as to that. I think
the front is, which is the most val-
uable part

12 Ques What connexion, if any you have, &
relationship or business, with any
member of Col. Wm. Eliza family?

Ans None that I am aware of

13 Ques Nor with any relation of his?

Ans I am a partner of his nephew
in the mercantile business

And further this Deponent saith not
A. S. Darden

George W. Ward being duly sworn deposes and says.

1st Ques

What is your name, your age - your occupation and where do you reside?

Ans

George W. Ward, 43 years of age - Clerk and reside in Suffolk on Kelly street

2 Ques

Are you acquainted with the Blossom lot and the buildings thereon if yes state what would have been a fair cash value for said lot and building if sold at the C. N. door on the 12th of April 1880

Ans

Yes - for 35 or 36 years - I would not like to give more than \$800. or \$900. for it - if I wanted to buy

3 Ques

Do you consider this a fair cash value for the said property on the 12th of April 1880?

Ans

I should think so

4 Ques

Have you lately purchased a home and lot on Kelly street in the Town of Suffolk, if yes, state the dimensions of the lot, the size and character of the building, where located and the ~~price~~ ~~age~~ terms of sale?

Ans

I have - the lot is 80 by 180 feet - the

building is single story - with a shed -
the front painted - the rest white-washed
lathed and plastered - it is about
one hundred and fifty yards from
the Blossom lot on Killy street -
I am to pay six hundred dollars
for it when I can

X Quer: And Answer excepted to by
Plffs: Atty for want of pertinency -

5 Quer

Are you familiar with the sale of
property on Killy street and its value
and do you, or do you not consider
\$975⁰⁰ a fair cash price for the
Blossom lot?

Ans

What I have known to be sold brought
its value and I consider \$975 a
fair cash value for the Blossom
lot - that is more than I would
like to give if I wanted to buy

6 Quer

Are you acquainted with the house
and lot on Killy street at present
owned and occupied by George Murray
and if so state whether or not, it is
as valuable a lot as the Blossom
lot?

X Objected to by Plffs Atty: for want of pertinency

Ans

I am - and as a residence, I would

rather have it - as a place of business the
Blossom lot might be worth more as
there is more land

7 Ques

Is the Blossom property one lot or
more?

Ans

I always considered it - one lot -

8 Ques

Is it capable of advantageous division
into smaller lots?

Ans

It could be divided into two lots
but the one next the river I do
not think would ~~not~~ be worth much

9 Ques

If the Blossom lot were for sale at
public auction would it likely sell
for any more or a whole than in
parts?

Ans

I do not think it would -

1 + Ques

Cross-examined by Plffs Atty

In the sale of property at auction is
it not reasonable to suppose that
property like this containing two separ-
ate buildings would realize more
if sold separately than as a whole
considering the fact that there may
be bystanders who would want one
part and others who might want
the other part?

Ans ^x Excepted to by Deft. Atty.
I do not think this would - if all the land was level it might sell for more

2 Ques I'm think then as a general thing two lots and houses sold together at public sale would realize more than if sold separately?

X 3 Ques I think that they might bring a little more if sold separately.

4 Ques Why?

+ Ans Very often a man wants one lot and does not want the other

5 Ques Why, in the case of the sale of the property of Mrs. Blossom, may it not be, that one person would want one lot and not both?

Ans I did not know there was but one lot.
6 Ques The question has been put to you whether you thought the property would not realize more if sold in two parcels, than as a whole, seeing that there were a building on each parcel and you having stated that two lots and houses sold separately would realize more than if sold as a whole - now I ask if Mrs. Blossom's property should be sub-divided into two parcels

and sold in these two parcels would the property thus sold in parcels likely realize more than if sold as a whole?

Ans

I do not think it would - I think the property where the ~~building~~^{dwellling} is is the main part of the land. if divided the residue would take up a large portion of the other lot

7 Ques

Might there not be some person who might want the dwelling and the main part of the land and not the residue of the land with the building thereon?

Ans

No doubt - I would rather have it myself if I had to keep up that ditch

8 Ques

Might not there be some person who might want the store house on the East and not the residue of the property?

Ans

I think so - probably it - could be sold separately -

9 Ques

Is there anything in the nature of the property itself that would cause a person who might want one parcel of the property to cause him also to want the other?

Ans

I would like to have one part of it -

may know respecting the said buildings
and their construction?

Ans.

I do not know what the condition of the
buildings is I have not been in one of
them for twelve months or more -
they do not seem from the outside to
be in good repair - the front of both
houses is painted - the one on the west only
on the lower front - and the whole of the
other - I do not know whether they are
built of good merchantable lumber
or not - The building on the East was
roughly constructed, for a mill or some
kind of a factory I think - I suppose
the main building was repaired as
well as it was possible - The store on
the west was put up by a good
workman - I know nothing of the
quality of the material - The original
building on the lot was of one story with
a shed in the rear. and after Mr Blox-
son bought it - he re-modelled it - and
added a half story and built a porch
and about 8 or 9 years ago he built the
store house which is of two stories -

Re-Corn exam

1st Ques

Do you remember how much of the old building was used when Mr Blossom made the first addition to the house of which you have spoken?

Ans.
2nd Ques

I do not

Did he in the first place add to the old building any additional rooms?

Ans.

I suppose he added the half story to make more room

And further this Dependent Court not

J. M. More

E. B. Britt being duly sworn deposes & says

1st Ques

What is your age where do you reside what is your occupation & do you know the parties to this suit.

Ans.

Age 49. reside in Suffolk Va. I am Commissioner of the Rev. for the town of Suffolk, assistant Comm. of the Rev. for Nass. Co. Assessor of Real Estate in the town of Suffolk. and a line merchant. and I do know the parties to this suit.

2nd Ques

Have you lately assessed Real estate in Suffolk if so state the value at which you assessed the Blossom lot &

whether or not that assessment
is the fair cash value of the prop-
erty?

Ans: I have lately assessed the Blossum
property. I assessed the land at
\$500. buildings at \$450. my assessments
are all full cash value according
to my judgment.

3rd

Did you make your assessment
of said property as one lot. and
has it been so assessed hitherto?

Ans. I did make my assessment as
one lot & it has been so assessed
all the time

4th Q. Do you know at what valuation
the said property has been assessed
since you have been Comm: of Rev.
for the town of Suffolk

Ans. Commissioners of the Rev. are re-
quired to add to property for all
improvements put thereon, and
this property is assessed at
\$1000. in the Comm: Books. for 1879 & 1880
& I have in my hand the Comm: books
for 1879 & 1880 showing the above value.

5th Q.

How long have you been Comm:
of the Rev.?

Ans. Three or four years.

6th Q. When was the said assessment of \$1000 made?

Ans. It was made by the Comr. of the Rev. when the improvements were made, I presume.

7th Q. You state that you are land assessor for Suffolk. State whether in your judgment \$975- is a fair cash price for the Blossom lot or not?

Ans. I have already stated that I assessed the property at \$950. and considered that full value for it.

12th Q. The assessment ^{by Pltfs. Council} ~~for~~ values of land is not the true value of the same is it?

Ans. My idea is, to put on all they will bear in the market.

2nd Q. Is it not the assessors estimate of values?

Ans. It is the assessors estimate of values based on the most recent sales both cash, and for credit.

3rd Q. Was not your assessment based upon the price stated in the deed of Col. Eley Trustee for Mrs Pentlock?

Ans. No Sir, I did not know there was such a sale or such a deed when

4th

I assessed the property.

When you made the assessment
you were not aware that the
property had been recently sold?

Ans.

No.

And further this dependent said
not.

E. B. Britt

John T. Hursey being sworn deposes
and says.

1st Quest.

What is your name, your age, your
occupation and where do you reside

Ans.

John T. Hursey - 40 years of age - Mer-
chant and Insurance agent and reside
in Suffolk on Kich Street.

2. Quest

How far from the Blossom property
do you live and are you acquainted
with it.

Ans.

My dwelling sits about four feet from
the west line of the Blossom lot
which my lot adjoins and I am
acquainted with the property and
have been for twenty years

3 Quest

What do you consider the value of
said Blossom lot at public auction
or otherwise for cash

Ans

At present it would not bring to

exceed \$1000⁰⁰

4 Quest

If said property were offered for sale at public auction and you should desire to purchase the same would you give more for it - as an entire lot - or in parcels of two or more lots?

Ans

I would prefer it - as a whole

5th Quest

Do you consider it - more valuable as a whole, or sold in parcels?

Ans

I would rather have it - as a whole than in parcels as I could then cut it up to suit me

X

6th Quest

Have you of late purchased any real estate on Kelly Street and if so how far^{is} it from the Blossom lot - and what did you give for it?

X

Objected to by Plffs Counsel for want of pertinency -

Ans

I have purchased two lots ~~lot~~ about 350 feet west of the Blossom lot one on the North side and one on the South side of Kelly Street, opposite each other - price paid for lot on the North side \$560 one fourth cash balance in twelve months - lot on the South \$400 cash

7 Quest

How many acres does your lot on the North side of Kelly Street contain

and how many feet does it front on said street?

Ans I bought it for Six (6) acres and fronts about 110 feet on Kelly Street

8 Quest What ^{do you consider} the relative value of your said two lots as compared with the Blossom lot?

Ans I put \$225 repair on the lot on the South side of the street and sold the front containing the buildings for \$600 payable in 6 instalments. I have improved the lot on the North and now ask \$1500⁰⁰ but do not think it would bring under the hammer to exceed \$1000⁰⁰. The lot on the South side fronts about 100 feet on Kelly Street and the part sold runs back about 300 feet.

9 Quest What is the frontage of the Blossom lot and what its depth?

Ans I think about 100 feet front and runs back about 350 feet.

10 Quest Are you acquainted with the buildings upon the said lot, if so state what is their Condition at the present time and what is the Character of the buildings?

Ans I am and their Condition is somewhat dilapidated - needing paint -

I consider them ordinary buildings
but comfortable

And further this Deponent saith
not-

J. T. Hunning

Robert Riddick being duly sworn
deposes and says

1 Quest What is your name - your age - your
occupation and where do you reside?

Ans Robert Riddick, 66 years of age,
no particular occupation and reside
on Kilg Street in Suffolk opposite the
Bloxson property.

2 Quest How long have you resided in Suffolk;
and at your present residence and
are you acquainted with the Blox-
son property?

Ans 46 years in Suffolk - 10 years where I now
reside and I am acquainted with
the Bloxson property.

3 Quest What do you consider a fair cash
value for the Bloxson lot at
public auction or otherwise as a
whole lot or in parcels?

Ans I do not think it would sell for more
than \$1000⁰⁰ as a whole lot

4th Quest

Do you consider the price of \$975.⁰⁰ cash, as a fair and adequate price for the said property as sold by Col. Eley, trustee, at public Auction?

Ans

I do

5th Quest

Do you own the place upon which you reside, and is its Condition and Desirability - as good as that of the Blossom lot?

Ans

I do own my lot, and I think my lot is as good and desirable as the Blossom lot. I would not like to take less than \$1000 - for mine but if put up at auction for cash I do not think it would bring more than \$750.⁰⁰

6th Quest

Is your estimate of the valuation of the Blossom lot based upon your knowledge of the value of lots in your neighborhood, and that of the Blossom lot?

Ans

I suppose so

R. B. Riddick

George D. Parker being duly sworn deposes and says

1st Quest

What is your name, your age, your

occupation and where do you reside?
Ans George D. Parker - 44 years of age - Sewing
machine agent and Commercial Crier and
reside in Suffolk.

2nd Quest Have you as Crier ever Cried the
Bloxsum lot - as offered for sale by
Wm Eley, Junr, and if so state
when, and how many times, and if
there was no sale the reason there-
for as far as you know?

Ans I have - I think the only time was
in April 1880 when it was sold

3rd Quest Were you ever called upon to cry
said lot on a former occasion
by said Wm Eley, Junr,

Ans I was in January 1880 - and the
second time was at March Court
1880

4th Quest Why did you not cry it at January
and March Courts

Ans I was on hand Col Eley told me
that Mr Bloxsum thought that he
could raise the money and that he
would postpone the sale for him
to do so

5th Quest Was the sale postponed on each
occasion for that reason?

Ans It was according to my understanding

6 Ques

When said property was sold at April Court 1880 were there any bidders except Mrs. Parlock or Col Eley representing her?

Ans

7 Ques

There were none
Do you know whether or not said lot was advertised as a whole or in parcels and for how long was it advertised before January, March and April Courts?

Ans

My understanding was that it was advertised as a whole - Before January Court I cannot say how long it was advertised - it was advertised immediately after February Court to be sold at March Court - and after March Court to be sold at April Court.

8 Ques

Where was the said property sold?

Ans

9 Ques

Before the Court House Door
were there the usual number of people attending Court that day and present on the Court ground?

Ans

10 Ques

I think there were -
were the dimensions of the said property publicly made known on the day of sale either by yourself

or by Col. Eley, as Tutor?

Ans
11 Quest

I cannot say positively
Did Col. Eley state as Tutor the
property extended from Little's lot
to Murree's lot either in person or
through you as Crier; or did you
have the deed of trust in your hand
and did you describe the said
property from the said deed of
trust on the day of sale to the
public?

Ans
12 Quest

He did so state - I think I had the
deed of trust in my hand. The only
description I recollect giving was that
it began at Joseph Little's lot and
followed Kelly street up to John T.
Murree's lot.

13 Quest

Are you in the habit as Crier of
posting circulars advertising real
estate for sale through you and if
yes, did you post any circulars ad-
vertising the sale of the said prop-
erty and did the said circulars
describe the boundaries of the said
lot?

So much of the foregoing question
is excepted to as calls for the con-
tent of the Circular on the ground

that it is secondary

Ans.

I am in the habit of posting circular - do not remember whether I posted any in this case or not - I do not know whether the said circular described the boundaries of the lot or not

14 Ques

Do you know whether or not Mrs Bloxson was permitted by Col Ely trustee, to sell her property over her own advertisement prior to his advertisement or sale and to sell the same publicly or privately, if she could with the view to satisfying Mrs Portlock's claim or whether Mrs Bloxson ever advertised the property?

Ans

I do not know whether she had Col. Ely's permission or not - it was advertised by Mrs. Bloxson and cited by myself and also by William Brennan, a Crier, on another occasion -

15 Ques

Did you see the advertisements and was the property sold on either of the above occasions

Ans

I remember seeing the advertisements and the property was not sold for the want of bidders there occasions were prior to January 1880

I cried a year or two previous to that time and Brennan cried it - since I did - and it was cried by each of us before the Court House door - and a part only of the property was offered for sale by me.

Cross-Examined by Plff's
Counsel

1st Ques War not the property as advertised by Mr Bloxson to be sold on the premises?

Ans It was so advertised once
2d Ques Was this the time to which you refer as having cried it - for him?

Ans I do not think it was
3d Ques Do you remember of ever having cried it for Mr Bloxson - was not the ~~sale~~ postponed?

Ans To the best of my recollection I cried it before the C. H. Door and the sale advertised to take place on the premises was postponed.

4th Ques What part of the property was cried by you?

Excepted to Def's Atty as calling for secondary evidence -

Ans To the best of my recollection it was

the part once occupied by the Saw-mill
5th Quest. What bid, if any, was received?

Ans. I do not remember whether there was any bid or not.

6th Quest. What is the usual mode of advertising property in this place?

Ans. I believe it is customary to advertise by bills and also through the papers.

7th Quest. If any how many newspapers are published in Suffolk?

Ans. I reckon there were three.

8th Quest. Was this property advertised by Col Ely as trustee in either of these papers at either of the times when this property was offered for sale, to which you have referred?

Ans. I do not remember.

9th Quest. At the sale made at April Court, 1880, by Col. Ely as trustee, how many bids were cited?

Ans. Col. Ely told me to start the property at about \$500 or \$600 and to run it up to \$975⁰⁰ which I did, and tried in every way I could to get more than that, but ~~did~~ not succeed in doing so and it was knocked down at that price to Mrs. Portlock.

10 Quest

Then do I understand you correctly to say and to mean that the only way the property was bid for, was that you were directed by Col. Eley to start the property at \$500 or \$600 - and to run it up to \$975. And that you merely cried it - for sundry amounts between \$500 or \$600 and \$975. And then knocked it down to Mr Portlock?

Ans

Yes.

Re-examined in Chief -

1 Quest

Suppose any bidders had appeared at said sale and bid on said property would you necessarily have confined yourself to the manner of selling as set forth in the last Cross-question above?

Ans.

No - I would have cried according to the bids made.

2 Quest

Was the land advertised by Mr. S. A. Blossom, through any of the newspapers or by hand-bills?

Ans

It was advertised by hand-bill I cannot say whether it was advertised through the paper or not.

Re-Cross examined

1st Ques Have you ever heard Col. Elz say anything about the debt for which the property was sold under the deed of trust?

Excepted to by Deft. Atty, as improper.

Ans I have heard him say something

2nd Ques Please state what you have heard him say in relation to the debt.

Excepted to by Deft. Atty.

Ans I do not think I remember it distinctly enough to give it as evidence.

3rd Ques What was the substance of what he said?

Excepted to by Deft. Atty.

Ans I have heard Col. Elz speak of it as a matter that was troubling him and as rather ingratitude on the part of Mr. or Mr. Blossom - that they were paying I think 12 per cent on the money before Mr. Portlock relieved them and that he had only charged them 6 per cent and that he had done everything he could to keep the property from falling on Mr. Portlock's hands - that they would willingly give them a deed if they would then the amount due them.

4 Ques

Did he state to you what rate of interest Mr & Mrs Blossum agreed to pay for the loan to which you understood him to be referring?

X

Excepted to by Deft's Atty

Ans

I think that the contract ^{either verbal or written} was nine per cent.

5 Ques

What did you understand him to have meant by charging Mr. & Mrs. Blossum with ingratitude?

X

Excepted to by Deft's Atty

Ans

My natural supposition would be that he had obliged them by loaning them money at a less per cent than they were paying and that they were then not making the proper effort to repay him.

6 Ques

Did Col. Eley state to you on the day of the sale the amount ^{of the debt} he claimed to be due under the deed of trust?

X

Excepted to by Deft's Atty

Ans

I think he did.

7 Ques

What amount did he claim to be due

X

Excepted to by Deft's Atty

To the best of my recollection it was between \$930 and \$965 or \$970.

The further taking of these depo-

sitting is adjourned till tomorrow
morning at 9 o'clock

C. H. Hauser
Court Clerk

Tuesday, September the 28th: 1880.

Present. J. F. Crocher Esq. Counsel for
Plaintiff and

Messrs W. J. Kelly and A. C. Weathers
Counsel for Defendants.

8 Quest- George D. Parker's examination continued
When you sold the property for Col. Eley
did you understand that he was selling
it by virtue of a deed of trust?

Ans I did -

9 Quest- Did you on the day of sale or at any
other time read the deed of trust under
which the sale was made?

Ans I ~~think I did~~ cannot say

10 Quest- Do you know any reason why Col. Eley fixed
the limit for the purchase of the lot at
\$975.00?

* This & the foregoing question excepted to by Sept. Atty.

Ans The only reason I can assign for it - is
that it was to save the person for whose
benefit the deed of trust was made

11 Quest- Did he say anything to you on this subject?

X Excepted to by Defts Atty —

Ans. He said that it would take about that amount to pay the indebtedness —

12 Ques Did you ~~and~~ ^{or} he make any calculations about the indebtedness?

Ans I did not — I think he did — I cannot say positively

13 Ques Did you see in his hand any memorandum of the indebtedness on the day of sale?

Ans I did not.

14 Ques Or on any day prior to the day of sale?

Ans I think I did.

15 Ques Do you know what became of that memorandum?

Ans I do not —

16 Ques What was the amount of the indebtedness on the note secured by the deed of Trust? according to that memorandum?

Specially excepted to for the reason that it is intended to elicit secondary evidence the memorandum being the best evidence —

Counsel for Plaintiff, ^{calls upon} ~~one of whom~~

Col. Ely, ^{who} is now present to produce the memorandum now —

Counsel for Defendants object to its production at this stage of the trial but will introduce the memoranda

referred to together with the bond and its endorsements on the examination of William Oley trustee, when the plaintiff will have full opportunity to cross examine him and produce any rebutting testimony as to the same. Plaintiff's Counsel says that it is due to the Plaintiffs that they should have an opportunity of identifying by the witness the said memorandum and to examine him thereon -

Ans I do not remember -

17 Quest. Can you say about what amount it was?
X Excepted to by Deft's atty

Ans I cannot.

18 Quest Was it as much as \$930 - according to your recollection?

X Specially excepted to by Deft's attys as leading in form.

Ans That question is very complicated I want it defined before I answer it -

19 Quest Please state your difficulty in understanding the question ^{it} referring to the amount of the indebtedness of the note secured by the deed of trust including the principal and interest thereon according to the statement made in said mem-

Memorandum?

X Excepted to by Deft Atty

Ans The difficulty is this - whether I am to state the amount of the note, ~~for~~ the entire expense claimed

Counsel for Plaintiff states that he is now calling for only the amount of the note.

Witness adds - I do not know -

20 Quest.

You mean to say that you do not know that the amount of the note as stated in that memorandum was as much as \$930 ^{and 1/2}?

X Excepted to by Deft Atty.

Ans I do - I do not know whether the amount of the note was that much or not.

21 Quest

Did Col Ely in your presence make any calculation as to the amount due on said note?

Ans He did not.

22 Quest

Did he with you make any estimate of the probable ~~costs of a~~ expenses of sale?

X Excepted to by Deft Atty

Ans He only asked me what I would sell the property for

23 Quest

Did he go over with you or mention to you the items of charges against the property?

X Excepted to by Deft. Atty

Ans I think he did

24 Quest Do you so recollect the said items as
~~excepted to by Deft. Atty~~
now to be able to state them?

X Excepted to by Deft. Atty

Ans I do not

25 Quest You have stated that Mr Bremner
once cried a portion of the property at
public auction - Were you present?

X Excepted to by Deft. Atty

Ans I think I was at the Court house to the
best of my recollection

26 Quest Do you remember any amount at which
he cried the said property

X Excepted to by Deft. Atty

Ans I do not

The defendants Counsel protesting and
objecting to the foregoing improper
re-cross-examination of the defendants
witness by the plaintiff relative to all
matters elicited on such re-cross-exam-
ination and so protesting proceed to
Re-Re-examine their said witness
The plaintiffs Counsel desires the
Commissioner to state, ~~that~~ if it
accords with his understanding of the

facts that at the close of the re-examination of the witness by the defendants Counsel that he desired to examine the witness on a new matter and wished to introduce him as his witness to which the defendants objected by their Counsel, upon the ground that the plaintiff could not introduce his witness to prove new matter pending the examination of witnesses by the defendant, the plaintiff having completed his cross-examination of this witness.

To which objection the Plaintiff Counsel replied that he understood the rule of practice to permit him to introduce new matter by the witness of the opposite party, and that as ^{to} such new matter he would be the witness of the ~~party~~ introducing such new matter.

To which the Defendant Counsel replied that no new matter could be introduced on a re-cross examination of ~~that~~ the defendants witness pending an examination of the defendants witnesses and the

plaintiffs Counsel then proceeded to examine the witness under what the Commission termed a Re-de-cross-examination

Counsel for the defendant ~~then~~ here examine the witness in reply to ~~the~~ his alleged examination in chief as the witness of the plaintiffs

~~That~~ The Counsel for Plaintiffs proposed that the record of the examination of the witness by him designated as a Re-cross-examination shall be treated and considered as a part of the record of the ~~exam~~ plaintiffs deposition and that the further examination of the witness be so considered -

1st Inst. We live to understand from what you have said that you only saw in Col: Eley's possession some paper about the time of the sale of the Bloxson property, which you understood was a statement or memorandum of the debt due by Mr. Portoch and the amount necessary to pay the

expenses of the sale under the deed
of trust?

Ans

Yes.

2 Quest

Did you read said memorandum or have
it in your possession?

Ans

I cannot say that I did read it-- I only
glanced over it in Col. Eley's hands.

3 Quest

Did you examine it carefully enough
to ascertain any definite informa-
tion except so far as what Col. Eley
may have said to you in reference
to the debt constituted a part thereof?

Ans

I did not.

4 Quest

Was it not a fact that your only infor-
mation as to said memorandum
or its contents was derived from
Col. Eley?

Ans

It was

5 Quest

Did you know anything with regard
to Col. Eley's calculations on said debt,
or at what rate he calculated the
interest or know anything as to
the figures or manner in which
he arrived at the amount which
he told you would be necessary to satisfy the debt
and expenses under the deed at the
sale?

Ans

I only know that he told me that he

Charged Six per cent interest - I know nothing of the calculation

6 Ques What amount did he say was due according to his memorandum?

Ans Between \$930 and \$960 or \$970 -

7 Ques Do you know of his ever having any other memorandum?

Ans I do not,

8 Ques At the time of the sale on the 12th of April 1880 did Mr. Blossom, or any one for her object to the sale of the property?

Ans Not in my hearing -

9 Ques Was Mr Blossom present at the sale?

Ans I do not remember -

10 Ques You have said that Col. Ely told you that according to the contract either verbal or written, Mr Blossom had agreed to pay Mr Portlock 9 per cent on her debt - Did Col. Ely ~~really~~ say there was ^{really} any such contract with Mr. Blossom? or was he merely relating the circumstances of a conversation with regard to the loan of the money by Mr Portlock which took place prior to the contract for the loan of said money?

Ans He was merely relating the conversation

that took place between himself and
 Mr Blossom about the loaning of the
 money

11 Ques Did you understand ^{that} at the time to
 which Col. Eley referred that the loan
 or contract had not been made but
 that it followed at some subsequent
 time?

Ans My understanding of the matter was that
 they were simply negotiating

12 Ques Do you know anything as to the loan or
 contract afterwards made or the rate
 of interest?

Ans Only what Col. Eley told me and what
 I have already stated

13 Ques To what do you refer as having been
 stated to you by Col. Eley

Ans That he charged them 6. per cent.

Re- The Plaintiffs counsel claim
 the right to treat the witness as his
 and to re-examine him

The Defendants deny the right of
 the Plff: to treat the witness as the
 witness of the Plff. at this stage of
 the investigation and contend
 that according to the record that

this examination is in fact a re-examination if such a thing be known to the law -

1st Quest When did Col Eley first tell you that he charged Mr Blossom, or Mr Blossom or both, only 6 per cent on the loan secured by the deed of trust heretofore mentioned?

Ans. I do not remember date but it was prior to the sale

2 Quest Did you understand from him that any controversy had arisen as to the rate of interest at the time or before the time he thus told you?

Ans I did not -

3rd Quest

And further this deponent saith not -

Geo D Parker

Counsel for the Plaintiff here admits the fact that the land books of Hanover County and the Town of Suffolk Va. for the years 1875 and 1880 and all intermediate years, show that the Blossom property was assessed as a whole for

each of said years at \$1000⁰⁰ (See paper
marked "X")

Col William Eley being duly sworn
deposes and says

1st-Quest

What is your name, your age, your
occupation, where do you reside and
are you one of the parties to this suit?

Answered for Pltff: except to the com-
petency of the ~~witness~~ ^{and transacting} on the ground
that he is a party to the suit - and
~~except~~ on the ground that exceptions
have been taken to the competency of
the plaintiffs - which exception if he
be held good render the present witness
incompetent on account of the in-
competency of 'Mr. & Mrs Blossom,
they being parties to the suit -

Ans-

William Eley, 72 years of age - farmer
reside in Harpersburg County and I am
one of the parties to this suit.

2d Quest

Are you the William Eley mentioned
as the trustee in the deed of trust
from S. A. Blossom and others dated
the 3rd of March 1875 ^{a copy of which is} and filed as

Exhibit "B" with the Plaintiffs bill in this cause to secure to Virginia P. D. Portlock \$750⁰⁰/₁₀₀ as therein specified?
Ans. I am.

3. Quest. Was said sum of \$750⁰⁰/₁₀₀ a loan made by said Mr Portlock to said said Sarah A. Blossom?
Ans.

4. Quest. It was who effected said loan for Mr Portlock
Ans. I did -

5. Quest. ~~Who~~ With whom did you deal, ~~rep-~~ ~~resenting~~ Mr. Blossom or her husband?
Ans.

6. Quest. The conversation first took place between ~~Mr.~~ ^{Mr.} Blossom and myself - Be pleased to state all the facts and circumstances which led to and finally resulted in the loan of said money; and with whom you several conversations or transactions with reference thereto were had.

Ans. Some time toward the latter part of February 1875 - Mr Blossom applied to me to borrow money - he stated that his wife wished to borrow, I think some \$700 or \$800 - and that she would give a deed of trust as collateral security on her lot - I think I made

the inquiring whether or not there
 was any incumbrance on the lot -
 and she stated there was, it was
 made over to Benjamin Hamniford
 I think for about \$400⁰⁰ for which
 they were paying 12 per cent. I told
 them I thought Mrs Portlock had some
 money she had just received, which
 I thought she would probably let them
 have - they stated that they would
 give 10 per Cent for the amount they
 wanted - they wished to get more
 money than enough to raise Ham-
 niford's deed of trust - When they
 said they would give 10 per cent
 I asked why they did not get it from
 the bank as they only charged 10 per
 cent - He stated that it was trouble-
 some to renew every 60 days - and
 preferred to get it from an in-
 dividual, and would give a deed
 of trust on the property of Mrs Blox-
 some and would pay the interest
 semi-annually - they would keep the
 property insured and in good re-
 pair for her benefit - Keep the
 taxes &c. paid up - I stated to him
 Mrs Portlock would not receive 10

per cent. - He proposed to have the deed
of trust prepared by an attorney at
Mr. Blossom's expense - I cannot say
positively whether I had an interview
with Mr. Blossom or not before the
paper was prepared - The deed of
trust was prepared and the bond
written which I considered the contract
at 6 per cent - which they will shew
for themselves - About the 3rd of March
1875 - the note was signed by Mr & Mrs
Blossom and the deed of trust also.
During the interval between the time
Mr Blossom first mentioned the
matter to me and the 3rd of March
Mr Blossom proposed to pay 9 per
cent - there was no contract between
me and Mr or Mrs Blossom for
that amount, if I understand what
a contract is - I believe I have already
stated that the contract was closed
on the 3rd of March at 6 per cent -
as shewn by the deed and bond

Both Mr & Mrs Blossom professed to be
very grateful to me and to Mr Portlock
for having relieved them of the 12 per cent
which they were legally paying and they

said they would pay 9 per cent. That 9 per cent never was demanded of Mrs. Blossom - she had obligated in the deed of trust to pay the interest twice a year - she proved to be a defaulter in the first payment - sometime about the expiration of a year - probably a little after Mrs Blossom voluntarily paid the amount she called a year interest according to her own estimate - \$67 $\frac{56}{100}$ ~~or~~ She asked me to give her a receipt for the amount she had paid and believing she was going to act in good faith after I had obliged her so much, I gave her a receipt for the \$67 $\frac{56}{100}$.

The next payment I think was made in about a year and a half after - it was made voluntarily on her part - she paid ~~paid~~ \$101 $\frac{25}{100}$ She asked me again for a receipt - as she wanted to keep an account of the amount she paid - I believing I was dealing with an honest and truthful person did not hesitate to give her the receipt - That rate of interest was paid by her voluntarily, I did not demand it; if she had offered 6 I would have

taken it. I had not the most distant
idea that she was asking for receipts - to
keep from paying any interest at all
after the great kindness we had done
them, in stopping their interest at
12 per cent - they have never paid any-
thing since - they have failed to pay the
taxes for three years both town, state
and county, even the plank walk
in front of the lot has never been
paid for - ~~but~~ three three or four
years ago - which is a lien on the
lot according to a town ordinance
all of which they had obligated in
the deed of trust to keep fully paid up
I called on Mr Blossom repeatedly
several times for these expenses - they
continued to promise, and promise
and promise for three years and paid
nothing - the insurance agent told me
that they had failed to pay the insurance
and it was about to run out and
I had to keep it paid up myself -
Mr Blossom had requested me at sum-
mer time to sell a part of the lot and
pay the debt and interest and expen-
es - I thought at one time I would
have succeeded - Mr Burchfield a

Presbyterian lady wanted to buy the old store on the East side and take out the planks and thought they could use it as a church until they could afford to build - she said they had about \$300 - she thought probably they would give \$600 - for the lot and pay \$300 cash I requested her to see Mrs. Blossom and find out the lowest she would take for it - I told Mr Burchfield if she could negotiate with Mrs. Blossom that I would credit Mrs. Blossom's note with the ~~cash payment~~ ^{whole amount} and take their note for the balance - She went to see Mrs. Blossom and Mrs Blossom asked her \$900 - and this ended the matter, I told Mr and Mrs Blossom they ought by all means to accept the offer - that was the only chance to see it - that I know of - Others have spoken of buying it - They having failed to pay anything for three years I suppose that the debt and interest and other liens on the lot, taxes &c was about as much or more as the property would sell for in cash - Some time last

December I told her something must be done that Mrs Portoch wanted her interest and I betwixt that the debt interest and other liens were as much as the property would sell for in cash.

Mr & Mrs Blossom both told me at sundry times of persons who wanted to buy the store-house - I urged them to sell it - and to sell it - at their own figures; and that I would endorse the sale - that I did not want to run them to any expense and that it was best to do so and reduce the debt and curtail the interest &c - I believed if it stood longer that Mrs. Portoch would lose a part of her debt - I advertised to sell at January Court - January Court day Mr. Blossom told me if I would postpone the sale for 30 days I should have the money as several persons were willing to let him have it. He failed to get any money up to February Court. After February Court a few days I proposed to sell at March Court and put up a few notices using the old notices after

changing the date - Before I finished putting up the notice to sell at March Court Mr Blossum told me of three parties who wanted to buy the old store home; said they had the cash and that I should have the money in 10 days - he told me what they were willing to pay for the property - I waited for some time after March Court and there was no money coming and I then advertised to sell at April Court - At April Court I sold - Mr Blossum that day after it was put up asked me if I was going to sell it - all - I told him it would take it - all to pay the debt and expenses - After it was sold I stated to Mr Blossum and Mr Blossum - I went to the home and told Mr Blossum - that any sale they could make I would endorse and let my sale go by default - Mr Blossum told me that Mr Sam Ashburn wanted it - and would give \$800. for it - I am very forgetful as to date and cannot state positively whether this was before the sale or after it - but I am confident it was before any deed was made out - I stated to Ashburn that Mr,

Bloxson had told me that he would give \$800- for the store house - He did not object to the price but his business was not closed with Mr. Daugherty and he would have to defer it - some time - I asked him what payments he could make - he said he could pay some money and give William H. Fay and James M. Butler as security for the balance - I stated to Mr. Ashburn that I was trying to sell it - for Mr. Bloxson's benefit - If you will give those two gentlemen as security - it will not be necessary to pay much money - I told him I would take his note with those two gentlemen as security - and credit Mrs. Bloxson's bond with the amount - He said as soon as he settled up with Daugherty he would see me again - when next I heard of him he had bargained for a lot with his father-in-law Mr. Oliver - I never placed any reliance in the statement that Fay and Butler would be his security - I am not certain whether this was before the sale or after it - but it was before any deed was made under the sale -

I did not believe that the property would
 sell for enough cash by several hun-
 dred dollar to pay the debt and
 expenses. When it was put up I instructed
 the Auctioneer - to start it at \$500 or \$600
 and run it up to \$750 or \$775.
 I had two or more reasons for doing
 that - one was that I believed Mr.
 Portlock would stand a chance to
 lose money - I thought it was just
 as cheap for him to buy it - at \$775 as
 it was for \$600. I knew there
 were outstanding claims against the
 property which would have to come
 out of the proceeds of sale. I told
 Capt Parker that the debt and expenses
 and interest from the rough estimate
 I had made would be between \$930.
 and \$940 - it proved to be \$937.⁷⁷/₁₀₀
 I directed him to run the property to
 \$750. or \$775 just as he saw proper -
 my reason for that was - I expected it
 would be some time before Mr & Mrs.
 Blossom would leave the premises
 and there would be a residue in my
 hands to pay that expense.
 Another reason ^{was} I knew was that Mr.
 Portlock might lose money by it - and

I wanted it - to sell for all that could be got - as if it - sold for a very low price. I thought it - would be difficult to make a sale - and I would have given \$50. if any one had bid \$10 - more and I would do it - now

Mrs Portock does not want the property - and I pledge that she will give a deed at any moment to Mrs Blossom if she will pay the debt and interest at 6 per cent and the claims against the property I have since paid and the expenses of the sale -

Mrs Blossom proposed both before and after the sale to have appraisers selected to value the store-home lot on the East side, and that Mrs Portock should take it - at their valuation, and apply the amount to the credit of Mrs ~~Blossom~~ - Mrs Bond - Mrs Portock did not want the property at any price

Mrs Portock through me has offered to sell the store-home lot - for \$400 - since she has had a deed for it -

7 - Quest.

It appears that prior to the loan to Mrs. Blossom there were some conversations, or negotiations between yourself and Mr or Mrs. Blossom - were any of those conver-

sation with Mrs. Bloxson prior to the loan?

Ans
8 Quest.

I reckon they were—
Was the proposition to pay 9 per cent interest on said loan made by Mr. Bloxson in your conversation with him or with Mrs. Bloxson?

Ans
9 Quest.

I reckon it was Mr. Bloxson
Was the proposition voluntarily made to pay 9 per cent interest during your conversation, while merely the negotiations for said loan were going on, and prior to the time when all preliminaries had been arranged and the loan actually effected?

X Excepted to on the ground that it is leading - by Plffs. Atty -

Ans.
10 Quest.

It was
Did these various conversations and negotiations constitute any agreement with reference to the rate of interest, or was the contract with reference to the loan and rate of interest afterwards effected?

Ans
11 Quest.

It was afterwards
When you come to effect the contract for the loan, was the specification as to the rate of interest it should bear omitted and the loan rate of interest

left at legal interest.

X Excepted to by Plffs Atty on the ground that it is leading

Ans It was —

12 Quest Was the Deed of Trust the contract with regard to the loan and rate of interest as finally agreed upon and reduced to writing?

Ans I so considered it

13 Quest When said Deed of Trust and the bond secured thereby were prepared was any demand or charge made for greater than legal interest?

Ans Not a word

14 Quest ~~Q~~ When Mrs Blossom approached you to pay the interest on said loan did she voluntarily offer to pay three (3) per cent interest in addition to legal interest?

~~Q~~ Objected to by Plffs Counsel as leading
Ans I think as well as my memory serve me that she had the \$67⁵⁰/₁₀₀ counted out and told me there was one year's interest and asked me to give her a receipt.

15 Quest Was the same the case when she approached you the second time to pay interest?
Objected to by Plffs Counsel as leading.

Ans.
16 Quest

I think it was.

Did you ever demand as Mrs. Blossom has said you did the above sum of money of her as interest on said loan?

Ans
✓

I never did in my life, ^{when} she paid the money she said here in a year and a half's interest and asked me for a receipt which I gave her

17 Quest

Did you accept the payments thus made by her and ~~credit the same as interest~~ ~~and~~ give her receipt for interest according to her request and desire to pay the same as interest, or did you demand it of her under any Contract which gave you a right to demand it?

Ans

I did ~~not~~ accept the payments and give her receipt and I did not demand it under any Contract

~~18 Quest~~

18 Quest

The Counsel for Defts: here introduce the paper marked "No. 1." and offer the same in evidence and request the witness to examine the same and state whether or not it is the bond secured by the Deed of Trust referred to in their depositions?

Ans
19 Quest

The said paper is the bond

At what rate of interest has Mrs. Blossom

been given credit for the payments which she has made as above stated?

Ans At 6 per cent.

20 Quest Did you acting for Mrs. Portlock, order she receive on the said loan a greater rate of interest than that allowed by law, and did you in your settlement as trustee, or not, make such settlement at the rate of interest allowed by law?

Ans I did not—and in the settlement she only received 6 per cent.

21 Quest At or about the time of the sale of said property by yourself, or at any time before said sale did either Mr. or Mrs. Blossom inform you that the loan secured by said deed was at an illegal rate of interest and that they would make defence to said debt as being usurious?

Ans Never in their lives and Mrs Blossom never died until she went down to Portsmouth.

22 Quest Do you know why she went to Portsmouth?

Ans I do not.

23 Quest Was it after or before the sale

Ans It was after

24 Quest Have you reason to believe that during this visit Mrs. Blossom consulted

Counsel with reference to the mat-
ters here under investigation?

Ans

I do and I have the best reasons in the
world for believing it; for the reason
that Mr Bloxson told me she had
been down and seen the whole fra-
ternity and that she had employed
Godwin & Crocker

25-Quest

Then you say that it was not until after
this visit either Mr. Bloxson or Mr.
Bloxson alleged that said loan
was subject to usurious interest?

Ans

I do -

26-Quest

It is alleged in the Plaintiffs bill
that when they understood you were
going to sell said property, they requested
you to sell the same in parcels, first
the Eastern part, then the middle
part and finally the remainder if
it should be necessary - is this true?

Ans

It is entirely untrue except in the
first instance - the day I sold
Mr. Bloxson asked me to sell the
store house and said nothing of the
remainder, I told him I did not
know that I had the right to divide
it - as it had never been sold but
as one lot - after it was knocked off

I told them they might sell a part and I would confirm the sale

27th Quest

Then no request was made either by Mr. Bloxson or his wife prior to the day of sale, to sell it in any one or more parcels ^{at public auction} and the only request of this kind was that made by Mr. Bloxson on the day of sale to sell the store-house or Eastern part?

Ans

That is correct

28th Quest

But you gave consent for yourself and Mrs. Portlock to Mr. Bloxson or his wife to sell said property as they might see fit - at private sale?

Ans

Both before and after my sale and I withheld the deed for the purpose of giving them an opportunity to do so

29th Quest

It is alleged in the Plaintiffs bill that you as trustee and agent for Mrs. Portlock in making said sale, ~~knowing~~ ^{know} that said loan was usurious and illegal ^{at} that time?

Ans

It is not.

30th Quest

Did Mrs. Bloxson or any one for her ever offer to pay you for Mrs. Portlock or Mrs. Portlock herself to your knowledge the principal money due to her?

Ans

Never

31 Ques

Do you know whether Mr. Portlock is willing to take now the amount of the debt and legal interest thereon together with the incidental expenses which have been paid and are to be paid upon the said lot for the property in the proceedings mentioned?

Ans

He will do it - and give a handsome suit of clothes

32 Ques

Have you at any time (acting for Mr. Portlock) since the sale offered the said lot or any part thereof to any person for sale, if yes, state to whom you offered it, what part of the lot was offered, if a part, and for what price?

Ans

Since the sale I have offered it to Mr. Ashburn and to Mr. Palmer - I offered to Mr. Ashburn for Mrs. Blossom's benefit before the deed was made - Since the deed was made I offered to Palmer for \$400 - I offered Palmer the old store house lot with the enclosure around it; of about 40 feet front.

33 Ques

The defendants here offer in evidence the paper marked "No 2" and request the witness to examine the same and

state whether or not the charges as there made were such as were secured by said deed of trust?

Ans I think I have the vouchers for every one of the charges and they were secured by the deed of Trust-

34 Ques It appears by said paper "No 2" that you paid Mrs Portlock in full of her debt secured by said deed of trust \$811.²⁵/₁₀₀ have you any statement showing how you ascertained that to be the sum due her?

Ans I have the statement and here introduce it - as a part of my answer to this question - (It is marked "No 3" Comr)

35 Ques Is the paper last filed marked "No 3" the memorandum referred to by Capt. Geo. L. Parker in his deposition and which was called for by Plaintiffs counsel in the foregoing depositions?

Ans It is.

36 Ques Did you include in your statement to Mr. Parker as to the amount necessary to satisfy all claims under said deed of trust the several charges specified in paper "No 2" as well as said sum of \$811.²⁵/₁₀₀

Ans I did

37 Ques Please state the sum total of the debt
interest and charges?

Ans \$937.⁷⁷/₁₀₀

1 + 2 Ques Cross-examined by Plffs: Atty.
You have stated that Mrs. Portlock would
not receive 10 per cent interest on the
loan of money. Have you or Mrs. Port-
lock loaned any money since the
1st of June 1874, if so, have either
of you loaned any at a greater rate
of interest than 6 per cent per annum?

1) ~~Excepted~~ So much of the question
excepted to as apply to the witness
or what he did by Defts Atty.

Ans Perhaps I have

~~2. Ques~~ Am Excepted to by Defts Atty

2 + 2 Ques Has Mrs. Portlock?

Ans I do not keep all of her accounts - she
transacts some business I know nothing
about

3 Ques Has she within your own knowledge
loaned money since the 1st of June
1874 at a greater rate of interest than
6 per cent?

Ans Not that I know of

4 Ques What did you mean by saying that
Mrs. Portlock would not loan money

at 10 per cent-²/₁

Am

I did not say so

5. Quest

What did you say in that connection?

Am

I said that Mr. Portlock would not receive 10 per cent from Mr. Blossom in that case

6. Quest

Where were you and Mr. Blossom when Mr. Blossom first mentioned the subject of borrowing money?

Am

Somewhere in the District or Washington square I believe -

7. Quest

Are you a director in the Farmers Bank of Newmarket?

Am

I am

8. Quest

Did not the conversation occur near Harnaford - and was not the conversation to this effect - "Mr. Blossom saying to you could a loan be gotten at your bank and you asked him how much did he want and he said my wife wants to borrow \$750⁰⁰, and you said to him the Bank will charge you 10 per cent. Virginia referring to your daughter - has got some money and she will let you have it - at 9 per cent."²/₁

X Excepted to by Deft. attys: because it seeks to set up a verbal agreement

to vary or alter a contemporaneous written agreement.

Ans

No such a conversation ever took place between us - not in that way - Contrary to that - I said he could get it from the Bank and he said he wanted to get it from individuals; he did not want to get it from the Bank he would have to renew too often -

9 Ques

Did you have any further conversation with Mr. Blossom in reference to the loan then on that occasion?

Ans

I think not, except that she would not charge him 10 per cent; I did not say what she would charge him; I had to see her first.

10 Ques

Did you see her about it?

Ans

I did

11 Ques

What was the result?

Ans

She left it discretionary with me

12 Ques

Did you inform Mr. or Mrs. Blossom as to your discretion?

Ans

I told Blossom he could have the money if he would have the papers fixed up - and the papers were fixed up at Six (6) per cent.

13 Ques

Did you tell Mr. Blossom that his wife could have the money at 6 per cent?

Ans I did not.
14 Inst When you told him that Mrs Portlock would not receive 10 per cent did he offer to pay 9?

Ans I do not know that there was any other offer but 10 - that she would let him have it - for less

15 Inst What amount was in your mind when you said she would let him have it - for less than 10?

Ans I suppose it - must have been 9 or less but there was no bargain made for any rate until the paper were fixed when it - was made at six (6)

16 Inst Did you not say just - now in connection with your last answer, that when the offer of 10 per cent was refused "I presume he offered to pay 9"?

Ans 9 or less, I believe was the answer but there was no bargain till the bond and deed were executed

17 Inst Was not 9 per cent mentioned in the conversation between you and Mr. Blossom?

Excepted to for reasons above stated by Deft. - Atty

Ans I suppose he must have mentioned

18 Inst

it- and I think offered ^{it} I reckon he did
Did you tell him that Mr Portlock
would not let him have it- at 7 per cent?
Excepted to by Deft's Counsel

Ans

I do not know that I did- all of
that conversation was preliminary
and nothing like a bargain in it-

19 Inst

I am now limiting my inquiry to pro-
ceedings preceding the execution of the
deed and would like to have a full
and frank statement of what occurred
in these preliminary interviews- will
you please state whether or not in
any of these preliminary conversa-
tion you said to Mr Blossom that
he might have the loan at 7 per cent. ⁴/₁₀

Ans

It has been a long time and I cannot say
positively what occurred- I do not know
and Blossom does not know- I cannot
state that I ever said he could have
it- at 7 per cent or did not say so.

20 Inst

As far as your preliminary conversation
went, was there not an understanding
between you and Mr. Blossom that the
loan would be made at 7 per cent-
interest?

X Excepted to by Deft's Atty

Ans

I know there was a promise on their

part that they would give it-- but I do not know that there was any bargain

21 Quet. What do you understand by the word bargain in this connection?
X Excepted to by Deft's Atty.

Ans. A contract made and entered into

22 Quet. Do you think that the note and deed are the only evidence of any bargain between you and them?

Ans. I do - the payments made, were voluntarily made and were never demanded

23 Quet. Why do you think that the note and deed are the only evidences of the agreement as to the rate of interest?
X Excepted to by Deft's Atty.

Ans. Because they specify the rate of interest, and they are the only contract I know of, and I did not know that two contracts could be made about the same thing and they do specify the rate of interest.

24 Quet. What rate of interest is specified in the bond or deed?

Ans. It is left blank and according to law ^{with} my understanding that is six (6) per cent -

25 Quet. When you directed Mr. Blossum to

have the deed and note prepared
did you tell him to prepare them
for any specified rate of interest?

Ans I did not - if I did, I told him to
prepare them as they are -

26 Ques. If you had agreed to loan money at
9 per cent, would you ~~to~~ direct the
bond to specify the 9 per cent interest?

Ans I think it doubtful I ever ^{series}

27 Ques. You say - "I cannot state that he could
have it at 9 per cent, or did not say so -
Can you or will you state what rate
of interest you expected to receive when
you told Mr. Blossom to have the note
and deed prepared?"

* Expected to be Deft's: Atty;

Ans I do not know what I expected at
that time, it has been five years ago -
I must have expected to have received
something ^{than six per cent} more from them ~~voluntarily~~
as they voluntarily offered 10 per cent.

28 Ques. Did you not then expect to have received
9 per cent on the loan?

Ans If I expected it, it was from their vol-
untary promise as I have said before
it was never demanded of them -

29 Ques. Did you at that time expect to receive
9 per cent on the loan?

X Excepted to by Deft: Alty.

Ans If I did expect it, it was from their voluntary offer to pay 10, which had been rejected -

30 Ques Did you or did you not expect to receive 9 per cent

X Excepted to by Deft Alty on a repetition of Questions 28 + 29

Ans I make the same answer I did before. If I did it - was from their voluntary promise to pay it -

31 Ques Did you do or say anything to indicate or to induce Mr Blossom to believe that the loan was to be at Six (6) per cent -?

Ans I should have supposed that the preparation of the bond and deed were an indication enough that the rate was to be at 6 per cent.

32 Ques Had you before the preparation of the bond and the deed said anything which reasonably tended to induce Mr Blossom to believe that the loan was to be at 9 per cent -?

Ans I do not know what he believed or what conclusion he came to from our preliminary remarks - he may

have come to that conclusion from the fact that she would not receive 10 per cent

33 Ques Did you say anything to him that reasonably tended to induce him to believe that the loan was to be at 6 per cent?

Ans Not unless the preparation of the bond and the deed of trust was an indication - that I know of

34 Ques Was it not your understanding from all that was said prior to the execution of the note and deed that Mr Portlock was to receive 9 per cent interest on the loan?

Ans I may have expected it - from offer they made - there was nothing like a bargain until the paper were executed.

35 Ques When you directed Mr Blossam to have the note and deed prepared was it not your understanding that Mr. Portlock was to receive 9 per cent interest on the loan.

X Excepted to by Sept: Act.

Ans I stated a while ago that I could not remember what took place 5 years ago but if I did expect it, it was

from offer voluntarily made by them

36 Ques Was there, or was there not - at that time an understanding that Mr. Portlock was to receive 9 per cent interest on the loan?

X Excepted to by Deft. Atty:

Ans If there was an understanding it was from promise Blossom made to me - the bargain was defended ^{papers were made} till they

37 Ques When you directed Mr. Blossom to have the note and the deed prepared had you not then determined to make the loan?

Ans Provided the papers were fixed up properly and the former lien on the land lifted, and everything else was satisfactory

38 Ques When you directed Mr. Blossom to have the note and deed prepared what was then your understanding as to the rate of interest which Mr. Portlock was to receive on the loan?

X Excepted to by Deft. Atty:

Ans When I directed him to have the papers prepared, if I expected to receive more than 9 per cent it was from voluntary promise made - there was no

bargain made till the paper were fixed up -

39 Ques

What do you mean by saying that it was a voluntary offer on their part to pay 9 per cent?

Ans

I mean this, that there was but one contract in this affair - that is specified in the bond and deed of trust therefore if there were other offers made they must have been voluntary or they were outside of the contract.

40 Ques

What Contract?

Ans

The bond and deed of trust

41 Ques

Is it - your idea that all offers as to the rate of interest and all acceptances of offer of rate of interest, and all understandings between the parties as to the rate of interest which are preliminary to the ^{execution of the} bond evidencing the loan of money and preceding it - and which are not specified in the bond are voluntary?

Ans

All offers I consider voluntary; acceptances I do not - Understandings on both sides are not voluntary but on one side they are

The further taking of these depositions

is adjourned till Thursday morning
the 30th of September. 1880-

C. H. Causey
Court in chey-

Thursday Morning, September the 30th
1880.

Present J. F. Crocker, Esq. Attorney
for the Plaintiff

and

W. J. Kiehl and A. C. Wether - Esqs -
Attorneys for Defendants.

The deposition of Col. Wm. Ely Timber
was continued

42. ^{was had} ~~What~~ Conversation, if any, between you
and Mr. Blossom or between you and
Mr. Blossom from the time you
directed Mr. Blossom to have the
paper prepared to the time of the
execution of said paper.

Ans. I do not recollect of any except the
conversation in the street; if there
was any other I do not recollect it -

43. ^{To} ~~What~~ Conversation in the street do
you refer?

Ans. When Blossom inquired of me if

I had any money to loan -
44 Quest Was not this conversation prior to the time you directed him to have the paper prepared?

Ans. I do not recollect of having but one conversation with him about it -

45 Quest. What Conversation ^{if any} occurred between you and Mr. Blossom, or between you and Mr. Blossom, at the time of the execution of the paper?

Ans. I cannot state any particular conversation which took place then.

46 Quest. What was said, if anything, between you and Mr. Blossom, or between you and Mr. Blossom, about the rate of interest between the time you directed the paper to be prepared and the delivery of said paper to you?

Ans. The rate of interest was fixed in the note and deed of trust, if anything else was said it - even by them they had offered to give 80 per cent and I told them Virginia would not receive it - but that was before the execution of the paper, it - may have been reiterated then.

at the execution of the papers
X Defts Counsel except to so much
of the foregoing Question and answer
as refer to any contact or agree-
ment or understanding which
may have occurred at the time
of the execution of the papers,
they being the best evidence of
what said Contact and agreement
were

47 Ques

Do you mean to say there was, or
there was not any communication between
you and them relative to the rate
of interest, within the periods men-
tioned in the previous question, that
is between your direction to Mrs.
Blossom to have the papers pre-
pared and the delivery of said
papers?

X Defts Counsel except to so much
of the said question as refer to
the interval of time between
the preparation of the papers and
their delivery -

Ans

48 Ques

I do not recollect of any
You have said in your examinations
in answer to the 16th question on the
Cross-examination "that there was

no bargain till the bond and deed were executed" - and in answer to the 38 Cross-interrogatory "there was no bargain till the paper were fixed up". What do you mean by these expressions?

Ans I mean that I may make a verbal bargain for the sale or purchase of land and it may not be executed until some day after - I consider it would not be a bargain till it was executed, and if it was never executed it would never be a bargain although I had made a verbal one -

47 Quest Is this the sense in which you use the word bargain in the expressions above mentioned?

Ans I suppose so -

50 Quest Is it your idea that the bond and deed of trust are the only evidence of any agreement as to the rate of interest, and that they preclude any preliminary agreement as to interest inconsistent with the rate of interest specified in the bond or the rate of interest which the law supplies when no other rate is specified in the bond?

* Excepted to by Deft. Counsel on in-
tention to elicit legal construction
of the bond and deed filed with
the paper in the cause.

Ans I consider the bond and deed of trust
the only legal evidence. And if I un-
derstand it it would preclude any
other evidence, particularly when there
was no other agreement.

51 Quest Did you mean by saying that there
was no bargain until the bond
and deed were executed that the bond
and deed were in themselves the
bargain as to the rate of interest?

* Excepted to by Defts. Attys.

Ans I meant to say ~~that~~ that the execution
of the bond and deed closed the
bargain or contract.

52 Quest And that they in themselves constituted
the bargain or contract?

* Excepted to by Deft. Atty.

Ans I have answered the question my way -
I do not choose to answer it - as
Col. Crocher wants me to answer
it: the execution of the contract
closed the bargain -

The return states that when he gave

5-3 Quest.

the above answer he did not fully understand the nature of the question. He now states that he thinks "they do constitute the bargain or contract". And do you mean to say that on the occasion of the execution of the bond and deed of trust, there was no verbal bargain then made as to the rate of interest, but that the bond or deed of trust on their execution and delivery made the bargain as to the rate of interest?

✓ Excepted to by Defts: Attys.

Ans

I do mean to say that there was no bargain on that occasion and nothing binding except the bond and deed of trust. The bargain was agreed upon before and consummated that day - there was no other bargain made.

54 Quest

And do you mean to say that no other bargain was made on that occasion?

Ans

I do

55 Quest

You say the bargain was agreed upon before; what bargain and when agreed upon?

Ans

The bargain confirmed by the deed

of trust and note, I suppose at the time he was directed ^{or authorized} to have them prepared.

56 Ques

Have you not said more than once in your previous examination that there was no bargain made as to the rate of interest until the bond and deed were executed?

Ans

I say now there was no bargain till the bond and deed of trust were executed, in a former question I was asked what time it was agreed upon - I stated that it was agreed upon some days before but that it was not a legal bargain till the papers were executed.

57 Ques

Do you mean to say that there was a bargain as to the rate of interest agreed upon some days before the execution of the bond?

Ans

There must have been in that deed of trust something in the execution of that deed of trust confirmed the previous agreement.

58 Ques

Then you now say there was an agreement between you and Mr. Blossom as to the rate of interest that was to be paid before the

execution of the deed?

Ans The execution of the bond and deed of trust show the rate of interest, or the bond and deed of trust would not have confirmed the agreement--

59 Quest The Commission will please repeat the question as I respectfully submit it has not been answered--

Ans There was an agreement which was confirmed by the deed of Trust and bond

60 Quest Then are we to understand that before the execution of the bond there was a specific agreement, specifying the rate of interest the loan was to bear?

Ans That was my understanding I do not know how others understood it--

61 Quest Did you state to Mr. Blossum that Mrs. Portock would make the loan to him or that he might have the money at 6 per cent interest?

Ans I do not know that I did--but it was implied in the deed of trust and bond that being the only legal contract.

62 Quest Have you in your previous examination stated all the conversations

that occurred between you and Mr. Blossum, or between you and Mrs. Blossum, having relation to this loan, which you now remember?
Ans I think I have stated all that I remember.

63 Quest How much money did you pay over on this loan to Mrs. or Mr. Blossum or ~~on~~ on their account?

Ans I think they received a check from Mr. Portoch for \$750.⁰⁰

64 Quest On what Bank if any, was the check given?

Ans On the Farmers' Bank, ^{of Hammond} I think -
65 Quest Do you know whether, or not, the money on which Mrs. Portoch checked was on interest deposit at said Bank?

Ans If it had been there long enough - I do not know whether it had or not if it had not been there 60 days it did not draw interest.

X Quest: and answer excepted to by Defs: Atty's as impertinent, irrelevant and immaterial to the issue of this case -

66 Quest Had it ~~have~~ been deposited there on interest account?

X Excepted to by Defs attys on above

Ans I suppose so, provided it- staid there long enough

67 Qm Please explain your last answer $\frac{2}{1}$

Ans Money deposited there and drawn out in a short time is not entitled to any interest ^{of the Bank}

68 Q What was the rule at that time in receiving money on deposit and paying interest on it- to parties?

Ans I cannot say at that particular time - that depends very much upon the amount of deposits lying in the bank - sometimes it is 6 per cent, sometimes 5 per cent, and I have known money only receiving 3 per cent as Bank deposits

69 Qm What rate of interest would have been allowed on Mrs. Portlock's deposit - had it- remained there long enough?

* All the above Questions and answers are excepted to by Deft's Attys;

Ans I judge if had remained there long enough she would have received 6 per cent, if they were paying that much at that time, and I presume they were

70 Q What length of time were deposits required to remain in order to allow

on their interest?

X Excepted to by Def't; Atty's

Ans As well as my recollection serves me the by-laws and charter of that Bank require 60 days

71 Ques Can you say whether or not, Mrs Portlock's money, had it remained on deposit long enough to receive interest would have received a larger rate of interest than 6 per cent?

X Excepted to by Def't; Atty's

Ans I think not

72 Ques Were you a director of the Farmers' Bank at the time of this loan?

X Excepted to by Def't; Atty's

Ans Yes.

73 Ques Did you at that time consider that Bank was in a sound and solvent condition?

X Excepted to by Def't; Atty's

Ans I did

74 Ques And that its affairs were judiciously managed

X Excepted to by Def't; Atty's

Ans I think so except there has been some complaint on the part of the directors of the Cashier's not providing a better

Cable and better seats and more of them for the accommodation of the director

75-2nd

Please examine the endorsements on the bond filed with your deposition as exhibit 'No. 1' and say whether, or not, the two first endorsements thereon are now, as originally made?

Ans

They are not

76-2nd

If altered - please state the alterations that were made and when the said alterations were made?

Ans

When those credits were put on the bond they were put there according to the amount Mrs. Blossum paid me; as before stated in my deposition according to the receipt she asked me to give her - the first she stated was for one year's interest - the second for one year and six months - she paid it voluntarily and named the dates for which she paid it -

Plff. Counsel
have interrupted
the witness

The plaintiff's Counsel objects to this answer as not responsive to the question

Ans. I believed at that time she was generous and grateful for the great kindness Mrs. Portlock had done her, without its being demanded of her. If she had offered 6 per cent it would have been received and a receipt given as she demanded - But I do now believe that her object for doing it was for the purpose of paying Mrs. Portlock no interest at all.

Plaintiff Counsel object to the answer of the witness as not being responsive to the question, and that he feels here called upon in the name of Mrs. Bloxson to protest against a gratuitous imputation on her character which nothing in this record justifies -

The Court will please repeat the question to the witness -

Def't Counsel except to this for the reason that the witness has fully answered the

question and that the same is fully re-
sponded -

77 Ques 76 Question repeated

Ans I could not give the exact date when
they were made - I do not know -

~~The ^{second} alteration was altered to see
the 3rd 1878 making one year and a
half's interest~~

The first (alteration) was altered from
the 3rd day of March ¹⁸⁷⁶ to the 3rd day of
September 1876 - making one and a
half's year interest -

The second was altered from the 3rd
day of ~~March~~ ^{September} 1877 to the 3rd of De-
cember 1878 making two years and
three months at 6 per cent

78 Ques Will you please approximate as nearly
as you can to the time when these
alterations were made?

Ans It was some time after I determined
to sell but the exact date I do not
recollect

79 Q Were they made before or after the
sale?

Ans I cannot say positively as to that
80 Q Did you consult Counsel before
making the alterations?

Ans I may have done so - but it was not

81 Q

done by the advice of Counsel - it was done by my own determination - Can you not say, whether or not you consulted Counsel as to the propriety - of making those alterations before making them?

Ans

I may have done so, but I determined to do so before I sold the property, and made by calculation as to the debt and expenses on 6 per cent throughout.

82 Q

My question was not, what was the advice of Counsel, nor whether you acted on that advice - What I want to know is, the fact - whether or not you consulted Counsel as to the propriety - of making the alterations before they were made?

~~Ans~~

Excepted to by Defts. Att

Ans

I did at some time - I reckon it was before - I determined to do so before I sold and made my calculation on 6 per cent interest.

83 Q

In making your calculation of interest on the bond did you calculate the interest on the bond from the 3rd of March 1875, to the day on

which the first payment was made, and then deduct ~~it~~ ^{and interest} from the principal the amount of payment, and then calculate the interest on the new principal thus derived, to the time when the next payment was made, and then subtract the payment ^{from} the sum of principal and interest and then calculate the interest on this new principal up to the day of sale?

Ans

I calculated the interest on \$750. from the 3rd of March 1875 to the 3rd of September 1876, which was one year and six months interest \$67. ⁵⁰/₁₀₀ added to the principal made \$817. ⁵⁰/₁₀₀ subtract \$67 ⁵⁰/₁₀₀ from that amount leaving \$750. And I calculated the interest from the 3rd of September 1876 to the 3rd of December 1878 on \$750. at 6 per cent which was 2 years & 3 months - \$101. ²⁵/₁₀₀ added to \$750 - makes \$857 ²⁵/₁₀₀ and subtract the credit from that amount which was \$101. ²⁵/₁₀₀ leaving \$750 = I calculated the interest on \$750. from the 3rd of Dec. 1878 to the 12th of April 1880 - one year - four months & 9 days

amounting to \$61.25 and added
that to the principal making a
total of \$811.²⁵/₁₀₀

84 Quest

Are you in the habit when receiving
payment on your bonds and enclos-
ing credit of them to state the day of
payment?

Ans

What payments have been made on my
few bonds. I state the time when the
payment was made and the time
for which the interest was paid up

85 Quest

Why did you not follow this habit
in this case?

Ans

The statement on the bond shows up
to what time the interest was paid

86 Quest

Why did not the enclosures show
the date of the payments?

Ans

It was an omission without being
important—according to my judgment.

87 Quest

The bond shows that at some time
that another paper or memorandum
was pinned to it. Have you that
paper or memorandum?

Ans

88 Quest

That was done by the Commissioner.
Please examine exhibits "C" + "D"

filed with the Plaintiffs bill and
say whether they are in your hand-
writing?

Ans They are—
89 Ques Do you remember when Exhibit "C"
was given?

Ans I do not recollect distinctly. I think
though it was a short time after
March 1876, or some time after
March, 1876,

90 Ques Do you remember any circum-
stances connected with giving it—

Ans I remember nothing particular ex-
cept that it was given at her re-
quest at the time the money was
handed me

91 Ques Do you remember distinctly her
giving you the money for which
that receipt was given.

Ans I think I do.

92 Ques Was it given when the money was
handed to you?

Ans I think so —

93 Ques By whom was the money handed
to you?

Ans By Mrs. Blossom

94 Ques Do you remember that a horse of
Mr. or Mrs Blossom was sold to
Benjamin Cross to whom you were
indebted for the purchase of a piece
of land and the price of the

how was used as a credit on
what you owed Mr. Cross?
X Excepted to by Deft's Counsel as
irrelevant &c

Ans I have no recollection of anything
of the sort about the horse but
to my positive recollection I never
owed Ben Cross a dollar in
my life and never bought a
piece of land from him nor
anything else -

95-Quest Did you buy a horse from Mr. Blox-
son

Ans Never

96-Quest Is exhibit No. "3" filed with your
deposition in the same words and
figures as you showed it to Capt.
Parker, and, if not, how does it
differ?

Ans I stated in my deposition as
well as I recollect that I said to
Capt. Parker in a rough estimate
I thought that the debt and out-
side expenses that I would have
to pay would amount to \$930.
or \$940. or \$950. This is not the
same paper I showed to Capt. Parker
When was this paper made out

97-Quest

Ans It was made out after the sale of the property for the benefit of the Commissioner of accounts in making his settlement

98 Quest Have you ever rendered to Mr. or Mrs. Bloxson any account or return of the sale of the property

Ans I have not for the reasons that it was in the hands of the Com: of accounts and I think before he made up the settlement and returned ^{it} to me I was served with a notice I think of an injunction -

99 Quest Do you remember whether Mr. Bloxson ever gave you a memorandum specifying the dimensions of the lots he wished you to sell in parcels?

Ans He never gave me anything of the kind

100 Quest You have spoken of several offers of settlement which you made to Mrs. Bloxson, or rather what you were willing to do - Have you ever received any proposition for the settlement of this controversy from Mrs. Bloxson or her attorney?

Ans The only proposition she ever made me was to have the old store house valued by disinterested persons and credit her note with that valuation - and I did not want it - at any price - Then I received from her attorney ~~through the hands of my attorney~~ a proposition to compromise, which I thought was the most illiberal, unjust proposition under the circumstances and turned it over to my attorney to do what he pleased with -

101 Ques Have you any objection to filing that proposition with your deposition
Ans I submitted that proposition to my attorneys and it is in their possession -

Cornel fu Defts: here states they deem it unnecessary and immaterial to the issue in this case to file the said paper themselves or for the witness to file it - as the said proposition is embodied in a letter dated July 8th 1880 for a compromise of the matters under investigation in this suit,

and which proposition was refused

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Excepted to
a leading by
Plffs. Counsel

Ans

22nd

gain and nothing else binding ex-
cept the deed and bond; and then
you add to that answer "that the
bargain was agreed upon before the
day the deed and bond were
made". Did you mean to say
that there had been any agree-
ment or bargain in the nature
of a contract or that negotiations
and conversations ^{only} had taken
place about the loan and in-
terest, which led to the making
of the deed and bond afterwards?
Yes - the conversations and negotia-
tions led to the consummation
of the bargain afterwards.
In the 55th ^{con-} question you are asked
what bargain was agreed upon before
the deed and bond were made,
and you answer - "the bargain con-
firmed by the deed of trust and
note". Do you mean that there
was any bargain or agreement
before the deed and note, or in the
use of those words "bargain and
agreement"? Do you refer only to the
negotiations and conversations that
you had in regard to the interest

and loan, which as to rate and amount were agreed upon afterwards in the execution of the deed and bond

Ans. Excepted to by Plffs atty as leading
It referred to the Contract in the deed and bond being the only bargain that I know of which was confirmed or contained in the deed and bond - I refer only to the negotiation and conversation

3 Ques In your answer in these depositions have you used the words "bargain" or "agreement" as explained by you in the last clause to your last preceding answer, "when speaking of all that happened before the deed and bond were made?"

Ans. I have - if I understand it -
4 Ques Supposing the money loaned to Mrs. Bloxson by Mr Portlock were in the Farmers' Bank or any Bank and drawing interest at 6 per cent was there any inducement or circumstance leading her, or you for her to withdraw the same and lend it - to Mrs. Bloxson at 6 per cent except ^{for} the accommodation

tion of her, or her husband, and as a favor to them and to relieve them of the payment of 12 per cent to Mr. Hammaford?

X Excepted to an leading by Plffs. Atty

Ans I know of none
5 Ques You have stated that the contract and agreement or deed and bond were made to bear interest at six per cent - Did you make the alteration in the endorsements of interest on the bond so as to make them agree with that contract and not with Mr. Blossom's request?

X Excepted to by Plffs Atty: on leading

Ans I did
6 Ques Were not those endorsements of interest at 9 per cent made in accordance with Mr. Blossom's request and her voluntary payment of the same.

X Excepted to by Plffs Atty on leading in form

Ans They were and they seemed to give her entire satisfaction
7 Ques Then they were not made in

accordance with what you knew the contract called for?

X Excepted to by Plff's Att'y as leading in form

Ans
8 Ques

They were not

Did you afterwards conclude that in justice to Mr. Blossom and in accordance with all the rights which you had, it was your duty to make said alterations so that the payments should be at the rate of 6 per cent and thus agree with the contract?

X Excepted to by Plff's Att'y as leading in form

Ans
9 Ques

I did

Are we to understand that you made these alterations in the belief, as well as for the reasons you have given that Mr. Blossom had voluntarily made such payments and requested the same to be credited at 9 per cent on the bond and had asked for receipt showing that rate with a view to make the contract appear resuscitated?

X Excepted to by Plff's Att'y as leading

Ans I do believe that that was the object-

10 Ques

In your answer to question 35 of your examination in chief - you say "that the paper marked 'No 3' filed with your deposition is the memorandum which Sec: T. Parker referred to in his deposition - Is that what you meant to say, and if not what did you mean to say?"

Ans

Yes - that is what I meant to say - or being the one he referred to - That is a similar statement but not the very identical paper which Capt. Parker saw - it is the same in substance -

11 Ques

Have you any interest in or are you a party to the contract or transaction under investigation except as trustee in the deed?

Ans

I have none -

12 Ques

Have you, or can you get, or do you know where one of the advertisements of other property can be found as uttered by you as trustee?

Ans

I do not know that I can find one

13 Ques

Was the property fully described

in your advertisement or not - if yes, state as nearly as you can the description given in your printed advertisement?

Ans It was described as being a lot owned by Mrs. Sarah A. Blossom bounded on the East by Joseph Little, on the West by John J. Murray and running back, I think, several hundred feet, referring to the deed of trust, and the deed of trust described it as being the lot or parcel of land purchased from Mrs. Nelson -

14 Dec Was that description given or made known to the public on the day of sale?

Ans I read it - myself myself publicly and then gave it to Capt. Parker and he repeated it -

15 Dec When Mrs. Blossom through Mr. Blossom offered to pay you 10 per cent did you, or did you not, then or at any other time agree to lend the money for that rate of interest, and was there any change made by you, or any demand made by you, or did you take more than 6 per cent interest on the said loan

for Mrs. Portch, or did she
do so herself, or any one for her
of your knowledge
X Excepted to by Plffs, Atty or
leading in form

Ans. Not in the settlement - it was Six
(6) per cent all the way through
and I stated to Mr. Bloxson, himself,
the day and the time I made the
demand for the possession of
the property that the settlement
had been made at 6 per cent
by the Commr. of Accounts which
one of her own witnesses proved
in her affidavit, according to
my recollection

16 Ques. In the conversation which occurred
prior to the execution of the papers,
looking to the ^{effectiveness} ~~completion~~ of the
contract, did you or did you not
require that Henry R. Buckley, per-
sonal representative of Jas. Bonniwell
should sign the Deed of Trust, or was
it, or not, done by Mr. Bloxson, or
her agent?

Ans. I cannot say positively who first
named that

17 Quid

Would you or would you not have received the said deed as a good and valid contract without his signature?

Ans

I certainly would not.

And further this deponent
deaths not- William Eng Sr

State of Virginia
Hammerman County I to wit-

I, C. H. Causey, a Commissioner
in Chancery for the Circuit Court of
Hammerman County do hereby certify
that the foregoing depositions were
duly taken, sworn to and subscribed
before me at the time and place men-
tioned therein.

Given under my hand this 30th
day of September, 1888.

C. H. Causey
Court in Chancery

Court's fee \$15⁰⁰/₁₁

Defuncti
Depositi