

1893-013

Nansemond Co. (Suffolk) Chancery Causes: Barham & Pollard vs Joseph H. Harrell et al

William H. Morris & Sons, Lawrence, Kilby, Cox, Fulgham, Berham, Ashburn,
Beemon, Sevege, Wright, Baker, Vinson

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Joseph H. Howell and
John H. Wright, Trustees; and Wm. H. Morris, Frank
Morris, Samuel B. Morris and Virginus Morris,
merchants and partners in trade, under the name and
style of Wm. H. Morris and Sons, Defendants,*

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 *March* next to answer a

Bill in Chancery, exhibited against them,
in the said Court by *Wm. R. Barkham and B. G. Pollard*
merchants and partners in trade, under the name and style
of Barkham and Pollard, Plaintiffs

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *23rd* day of *February*, 188*6*, in the *110th*
year of the Commonwealth.

Teste:

Peter B. Prentis, Clerk.

Kelly. p. 9

Burham & Pollard

vs { Sum. & in Chy.

Joseph H. Harrell; John
H. Wright, Trustee, vs:

To March Rules 1886

Executed this 25th day of February A.D.
1886. by serving copies hereof on Frank
Morris, Samuel B. Morris and Virginius
Morris and on the 26th day of February
1886. by serving a copy hereof on Wm
H. Morris -

N. Dickson Deputy for
F. L. Slade Sergeant

Fee \$2.00 paid by W. J. Kelly Attorney for plaintiffs

200 Supt

Pro. B. No. 1
C. C.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *Joseph H. Howell and*
John H. Wright, Trustees, and Wm. H. Morris, Frank
Morris, Samuel B. Morris and Virginicus Morris,
merchants and partners in trade, under the name and
style of Wm. H. Morris and Sons, Defendants.

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 *March* next to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *Wm. R. Burham and B. G. Pollard*
merchants and partners in trade, under the name and
style of Burham and Pollard, Plaintiffs.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *23rd* day of *February* 188*6*, in the *110th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Killy. p. 9

Burham & Pollard

⁴⁴
25 Sum^r in Chy:

Joseph H. Howell, John
H. Wright, Trustee, Cal:

To March Rules, 1886

Feb 24/86

Balance 1,00

Pro: B. H. P.
Cir: Co.

Specimen. Chy: 24th. 1886, and a copy of the best delivered
To Joseph H. Howell, and John H. Wright, each
John H. Vaughan & Co. for
John, & Vaughan & Co.

Know All Men by These Presents, That we, Wilbur J. Kilby
and Maggie J. Kilby

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Fifteen 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 waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 12th day of November in the year of our Lord one thousand eight hundred and ninety-two, and in the 117th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County, Virginia, pronounced on the 14th day of October, 1892, in the Chancery Cause pending in said Court between Barham & Dollard Plaintiffs and Joseph A. Harrell and others Defendants it was decreed that the parcel of land mentioned in said decree of which said Joseph A. Harrell is seised and possessed be sold and the said Wilbur J. Kilby was appointed Special Commissioner to sell the same and was required before proceeding to sell the same to execute a bond in the penalty of Fifteen Hundred Dollars with good personal security payable to the Commonwealth of Virginia and conditioned for the faithful discharge of his duties under said decree and all other decrees he may be required to execute in said cause; Now therefore if the said Wilbur J. Kilby shall faithfully discharge his duties as Special Commissioner aforesaid under the said decree and all other decrees he may be required to execute in said cause, then the above obligation is to be void; otherwise ^{it is} to remain in full force and effect

Wilbur J. Kilby
Maggie J. Kilby



In the office of the Clerk of the Circuit Court of Nansemond County, on the 12th day of November 1892.

The above bond was executed and acknowledged by the obligors (the surety justifying on oath as to her sufficiency) and recorded.

Teste:

A. P. Gomez CLERK.

Copy
Teste: A. P. Gomez Clerk

Barham & Pollard

vs. } In Chy.

Jos. H. Hamell & als

Copy of Bond
of Special Cmr.

Filed 12th. Nov. 1892

REAL ESTATE For Sale at Auction!

By authority of a decree of the Circuit Court of Nausemond county, Va., pronounced on the 14th day of October, 1892, in the chancery cause pending in said court between Barham & Pollard, plaintiffs, and Joseph H. Harrell and others, defendants, I shall sell by public auction to the highest bidder, before the Courthouse door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 12, 1892,

all that certain parcel of land of which Joseph H. Harrell is seised and possessed, situated near Stever Station, in Sleepy Hole Magisterial district, in said county, containing 150 acres, more or less, and bounded by the lands of Kate G. P. Woods, Jesse Vaughan, Elizabeth wife of Henry T. Lawrence, the "Burroughs land," Beamon's mill-pond and others.

TERMS OF SALE

Enough of the purchase-money to cover the costs of said cause and the expenses of the sale will be required in cash and the remainder in two equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute to the undersigned bonds in evidence of the deferred payments with good personal security and the title to the land to be retained until the further order of Court.

WILBUR J. KILBY, Special Commissioner.

GEO. T. PARKER, CRIER.

NOVEMBER 16, 1892.

I, Azra P. Gomer, Clerk of the Circuit Court of Nausemond county, Va., do certify that the bond required of Wilbur J. Kilby as special commissioner under the decree of said Court rendered on the 14th day of October, 1892, in the chancery cause pending in said court between Barham & Pollard, plaintiffs, and Joseph H. Harrell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 12th day of November, 1892.

A. P. GOMER, Clerk.

*Sold to
W & Gomer for \$800.00
G. T. Parker Crier*

I, Azra P. Gomer, Clerk of the Circuit Court of Chausemond County Va. do certify that the bond required of Wilbur J. Kilby, as Special Commissioner under the decree of said Court rendered on the 14th. day of October 1892 in the Chancery Cause pending in said Court between Barkham & Pollard, Plaintiffs and Joseph H. Harrell and others, Defendants, has been executed with security deemed sufficient by me.

Given under my hand this 12th. day of November 1892

A. P. Gomer Clerk

To the Circuit Court of Chause-
mond County, Va.

In pursuance of the decree of
the Circuit Court of the County of Chau-
semond, Va. pronounced on the 14th.
day of October 1892 in the Chancery
Cause pending in said Court be-
tween Barham & Pollard, Complainants
and Joseph H. Hamrell and others,
Defendants, the undersigned Wilbur
J. Kilby, Special Commissioner appoint-
ed for the purposes mentioned in
said decree, respectfully reports to
Court as follows:

That he has sold the parcel of
land, containing one hundred and
fifty (150) acres, more or less, of which
the said Joseph H. Hamrell was seized
and possessed, as directed by said
decree. The sale was made on the
terms and conditions mentioned in
said decree, by public auction before
the Courthouse door of said County on
County-Court day, Monday, the 12th. day
of December 1892 and William H.
Morris became the purchaser as the
highest bidder for the sum of eight
hundred (800) dollars.

That instead of complying with
the terms of the sale and paying in
cash so much of said sum of \$800,
as might be necessary to cover the costs

1 of said cause and the expenses of said
2 sale and executing his bonds for the
3 remainder in two equal sums, with
4 good personal security, payable at the
5 end of six and twelve months respect-
6 ively with interest from the day of sale,
7 the said William H. Morris prefers to
8 pay said sum of \$800 in full in
9 cash at one time, and asks that he
10 may be allowed to do so upon the
11 execution of a proper deed conveying
12 said land to him. Your Commis-
13 sioner has, therefore, received no part
14 of said money and awaits the di-
15 rection of the Court in the premises.
16 The title to said land has been re-
17 tained until the further order of Court.

18 The parcel of land sold as afore-
19 said is situated near Stever Station
20 in Deeply Hole Magisterial District
21 in said County, contains one hun-
22 dred and fifty (150) acres, more or less,
23 and is bounded by the lands of Kate
24 G. P. Woods, Jesse Vaughan, Elizabeth
25 Lawrence, the "Burroughs Land", Beamon's
26 mill pond and others.

27 Before proceeding to sell said land
28 Your Commissioner advertised the time
29 place and terms of the sale by printed
30 notices posted twenty days prior to the
31 day of sale in the neighborhood of said
32 land, at said Courthouse door and at

1 several public places in said County,
2 and by publication of the notice once a
3 week for three successive weeks in the
4 "Suffolk Herald", a newspaper printed
5 and published in the Town of Suffolk
6 in said County, and executed before the
7 Clerk of said Circuit Court the bond re-
8 quired of him by said decree, and ob-
9 tained of said Clerk a certificate of the
10 due execution thereof and appended a
11 copy of such certificate to the advertise-
12 ment of the sale.

13 The said certificate and a copy of
14 said advertisement are herewith re-
15 turned, while a copy of the bond exe-
16 cuted by Your Commissioner as aforesaid
17 is filed with the papers in said cause.

18 Respectfully submitted this 9th. day
19 of February A. D. 1893.

20 Wilbur J. Kilby,
21 Special Commissioner.
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Barkham & Pollard

vs. } In Chy.

Jos. H. Harrell & als

Report of sale of
land under decree
of 14 October 1892

Confirmed 10th.
April 1893

1893 Feby 9th Filed.
A. P. Gomer
clerk.

REAL ESTATE AT AUCTION!—

By authority of a decree of the Circuit Court of Nansemond county, Va., pronounced on the 14th day of October, 1892, in the chancery cause pending in said court between Barham & Pollard, plaintiffs, and Joseph H. Harrell and others, defendants, I shall sell by public auction to the highest bidder, before the Court-house door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 12, 1892,

all that certain parcel of land of which Joseph H. Harrell is seised and possessed, situated near Stever Station, in Sleepy Hole Magisterial district, in said county, containing 150 acres, more or less, and bounded by the lands of Kate G. P. Woods, Jesse Vaughan, Elizabeth wife of Henry T. Lawrence, the "Burroughs land," Beaumont's mill-pond and others.

TERMS OF SALE.—Enough of the purchase-money to cover the costs of said cause and the expenses of the sale will be required in cash and the remainder in two equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute to the undersigned bonds in evidence of the deferred payments with good personal security and the title to the land to be retained until the further order of Court.

WILBUR J. KILBY,
Special Commissioner.

GEO. T. PARKER, Crier.

November 16, 1892.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Va., do certify that the bond required of Wilbur J. Kilby as special commissioner under the decree of said Court rendered on the 14th day of October, 1892, in the chancery cause pending in said court between Barham & Powell, plaintiffs, and Joseph H. Harrell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 12th day of November, 1892.

no25-3w

A. P. GOMER, Clerk.

was one of the memorable events of my
lifetime. I will not attempt to pro-
nounce the name of that noble woman
appointed by the emperor as the presi-
dent of the National Society of Russia
for the Education and Moralization of

Suffolk, Va., July 8 1893

Mr W J Kelby, Sp. Comm
TO SUFFOLK HERALD, Dr.

J. E. BOOKER, Proprietor.

First-Class JOB PRINTING a Specialty.

1892

Nov 25	100	Bills Sale J H Harrille Law	1 50
	adv ²	Sale of Law & J H Harrille	
		in Herald 5 in 30	600

7 50
Paid Payment
J E Booker
Prop

This is to certify that the judgment obtained in the Circuit Court of Chaussemond County in April 1884 and docketed in the Clerk's office of the County Court of said County 25 April 1884 in favor of The Farmers Bank of Chaussemond against Joseph H. Harrell and others, for \$122.²⁵ with interest from 24 Dec. 1883 and \$9⁴⁰ costs, has been satisfied and settled.

Given under my hand this 26, day of November 1892.

The Farmers Bank of
By W. H. Jones, Cash

To the Circuit Court of Chaussemond County, Va.

In pursuance of the decree of the Circuit Court of the County of Chaussemond, Va. pronounced on the 10th. day of April 1893 in the Cause in Chancery in said Court depending between Barham and Pollard, Complainants, and Joseph H. Hamrell and others, Defendants, the undersigned, Wilbur J. Kilby, Special Commissioner, respectfully reports to Court as follows:

That as directed by said decree he has collected of William H. Morris the sum of eight hundred dollars, being the purchase-money due by him for the land of said Joseph H. Hamrell sold to him for that sum of money under proceedings in said Cause and has made to said William H. Morris a deed with special warranty in the usual form conveying said land to him, and has disbursed said sum of money in the

manner directed by said decree as the vouchers herewith returned and the following statement will fully show:

Statement,

By Cash received of Wm H. Morris as above-stated.			800	00
To paid the costs of said cause and the expenses of said sale as follows, per recs.				
To 5 per cent commissions on \$300 \$15.				
" 2 per cent ditto on \$500 \$10.	25	00		
" paid Geo. T. Parker, Crier at the sale	8	00		
" " J. E. Brooker for printing notices of the sale etc.	7	50		
" " Wilbur J. Kilby, atty. fee and tax	16	50		
" " Robt. R. Prentiss, Cour. in Chy.	25	00		
" " John L. Fulgham, late sheriff.	1	00		
" " Frank L. Glade, late sergeant.	2	00		
" " A. P. Gomer, Clerk, his fees.	2	55		
" " Wm B. Causey, Admr. of Peter B. Prentiss, late clerk, his fees.	4	71		
" Amount to balance.	707	74		
	800	00	800	00
By Balance brought on.			707	74
To paid Barham & Pollard, principal \$75. ¹³ and interest \$17. ⁶¹ total =	92	74		
carried on	92	74	707	74

Brought on	92 74	707 74
To paid W. H. Morris & Sons in part of their claim for \$1500.	615 00	
	707 74	707 74

Respectfully submitted this 26th,
day of July 1893
Wilbur J. Kilby,
Special Court.

Received of Wilbur J. Kilby, Special Court, the respective sums of money charged in the foregoing report as paid to us and set opposite our names as follows:

Robert R. Prentiss, Commr. in Chancery \$25.00
 S. D. Parker, Crim. \$8.00
 S. D. Gomer, Clerk \$2.55
 Wm. B. Laury, Admr of Peter B. Prentiss \$4.71
 Wilbur J. Kilby for J. L. Fulgham \$1.00

Wilbur J. Kilby for Frank L. Slade, late sergt. \$2.00
 Wilbur J. Kilby Atty. for Barkham & Pollard \$92.74
 Wilbur J. Kilby, Atty. for W. H. Morris & Sons \$615.00

Barham & Pollard

vs. } In Chy.

Jos. H. Hamell & als.

Report of collections
and disbursements
under decree of
10 April 1893.

Confirmed 11th.
October 1893

1893 September 30th
Filed *A. J. Lymer* clk

The Defendants Except to the report of Commr.
R.R. Prentiss, for the reason that his conclusion
as to the lien of Bachman & Pollard is founded
on insufficient evidence, and the evidence
shows that the Deputy Sheriff had sufficient
property in his hands to make the claim of
said Bachman & Pollard, and that there was
other property within his reach on which he
might have levied to satisfy said claim and
that he failed to do so, and the said Deputy
neglected his official duty and made his
principal liable for such negligence.

and the Defendants also Except to said report
because the receipt of the deputy in the
hands of J.H. Hamell against the claim
of Bachman & Pollard was sufficient notice
to the Defendant M.H. Morris of the release of
the judgment lien.

Geo. W. Wright
for Defendants.

Barham Pollard

vs } In Chancery

Jos. H. Hamell &c

Exceptions of Dfts
to Commissioner's
report

Barham & Pollard

vs.

Jos. H. Harrell & als.

This Cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, filed on the 9th. day of February A. D. 1893 (the same being a Report of the sale of the land of Joseph H. Harrell in pursuance of the decree entered herein on the 14th. day of October A. D. 1892), and was argued by Counsel.

On consideration whereof the Court doth approve and confirm the said sale and report to which no exception has been taken and doth adjudge, order and decree that Wilbur J. Kilby, Special Commissioner aforesaid, collect of William H. Morris the sum of eight hundred dollars, the same being the purchase-money due by him for said land sold to him for that sum as in said Report specified, and make to him a deed with special warranty in the usual form conveying said land to him upon his payment of said money.

And the said Special Commissioner is directed to pay, out of said money, first in full all the costs of this Cause and the expenses of said sale and

1 then pay to the Complainants, Barkham
2 & Pollard, or their Counsel, the sum of
3 Seventy five and $\frac{13}{100}$ dollars and
4 interest on fifty-three and $\frac{64}{100}$ dol-
5 lars, part thereof, from the 18th day of
6 November 1887 till paid, and then pay
7 the remainder to W. H. Morris & Sons
8 on account of their claim against
9 said Joseph H. Harrell for the ^{principal} sum
10 of fifteen hundred dollars; the said
11 sum of money decreed to be paid to
12 said Barkham & Pollard being the
13 amount of a judgment in their favor
14 against said Joseph H. Harrell con-
15 stituting the first unsatisfied lien
16 on said land, and the said claim
17 of said W^m H. Morris for the principal
18 sum of fifteen hundred dollars, se-
19 cured by a deed of trust, being the sec-
20 ond unsatisfied lien on said land,
21 as specified in the Report of Com-
22 missioner, Robert R. Prentiss, filed
23 herein on the first day of October 1887.

24 And said Special Commissioner
25 will make report to Court of his
26 transactions under this decree.
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Barkham & Pollard

vs. } In Chy.

Jos. H. Hamell & al.

In the Circuit Court
of Gloucester County
April 10th. 1893

Decree

To be entered

~~as~~

Entered in Chancery
Order Book
No. 2. Page 485.

Barham J Pollard

vs.

Joseph H. Hamrell & als.

This Cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner, Robert R. Prentiss filed on the first day of October A. D. 1887 (the same being a Report of the real estate of which Joseph H. Hamrell is seised and possessed and of the liens thereon in pursuance of the decree entered herein on the 12th. day of April A. D. 1886), on the examinations of witnesses filed with said Report, on the exceptions of the defendants to said Report, and on the joint and several answers of the defendants filed on the 28th. day of May A. D. 1886 by leave of the Court given on the 12th. day of April A. D. 1886 with general replications to said answers, and was argued by counsel.

On consideration whereof the Court doth over-rule the said exceptions of the defendants to said Report and doth ratify, approve and confirm the said Report in all respects.

And the Court doth adjudge, order and decree that the parcel of land mentioned in said Report of which the

defendant, Joseph H. Hamell, is seised and possessed, be sold and that Wilbur J. Kilby, who is hereby appointed a Special Commissioner for the purpose, do proceed to sell the same by public auction before the Courthouse door of this County on some County Court day on the terms of payment by the purchaser of enough of the purchase money in cash to cover the costs of this cause and the expenses of the sale and the residue in two equal sums at the end of six and twelve months respectively with interest from the day of sale; the purchaser to execute to said ^{Special} Commissioner separate bonds in evidence of the deferred payments with good personal security and the title to the land to be retained until the further order of Court.

But before proceeding to sell said land, said Special Commissioner will advertise the time, place and terms of the sale by printed notices for twenty days at least prior to the day of sale and by publication of the notice once a week for three successive weeks in a newspaper published in the Town of Suffolk, and will execute before the

Clerk of this Court a Bond in the penalty of fifteen hundred dollars with good personal security, payable to the Commonwealth of Virginia and conditioned for the faithful discharge of his duties under this decree and all other decrees he may be required to execute in this cause and will obtain of said Clerk a certificate that said bond has been executed and append the same or a copy thereof, to the advertisement of the sale, and make report to Court of his transactions under this decree.

Barham & Pollard

vs. } In Chy.

Harrell & als.

In the Circuit Court
of Chausson d
County

October 14th 1892

Decece

To be entered

CWJ

Entered in Chancery
Order Book.

No. 2. Page 462.

Buchanan & Pollard

^{vs} Jos. H. Howell &c
~~vs. H. Wright, Justice & Morris & Co. &c~~

This

cause came on this day, & by consent of parties entered of record, it is ordered that the cause be set for hearing to be had in vacation after reasonable notice by Counsel of either side to opposing Counsel.

Bachman Pollard
vs) Dr Chouinard
Jos H. Hamell vs
Mossis & Co

Decree for hearing
in vacation
Apr 18th 1888

To be Entered
C. M. H. H.

We concur to this
order,
Wilbur J. Kelly p. g.
Mott H. Wright p. d.

36

Entered Chy. order Book
No 2. P. 205

W^m R. Barkham and B. G. Pollard,
merchants and partners in trade
under the name and style of
Barkham and Pollard, Complainants

Against } In Chancery.

Joseph H. Hamell and John H. Wright, Trustees,
and W^m H. Morris, Frank Morris, Samuel B.
Morris and Virginius Morris, merchants
and partners in trade under the name
and style of W^m H. Morris and Sons. De-
fendants.

This Cause, regularly matured
at Rules, came on this day to be heard
on the Bill, taken for confessed as to all
the defendants, on whom process had been
duly ~~executed~~ served, they still failing
to appear and plead, answer and de-
mur to the Bill, and on the exhibits
filed with the Bill and was ar-
gued by counsel.

On consideration whereof the
Court doth adjudge, order and decree
that the papers in this Cause be referred
to one of the Commissioners of this Court,
who is directed to take, state and report
to Court, the following accounts, to wit:
1. An Account of all the real estate

of which the defendant, Joseph H. Harrell, was or is possessed, or to which he was or is entitled, subject to the liens of any unsatisfied judgments or claims against him and especially the judgment, in the Bill mentioned, in favor of the Complainants, specifying the fee simple and annual values of such real estate.

2. An account specifying the amounts of all unsatisfied judgments and claims against said Jos. H. Harrell which are liens upon said real estate according to their priorities.

3. An Account of any matters specially stated deemed pertinent by ~~the Commissioners~~ ^{himself}, or which of any of the parties may require to be so stated.

And on motion of the defendants, permission is granted ~~them~~ ^{to the Bill} to file their answer ~~herein~~ within sixty days from the date hereof.

Barham & Pollard

vs. } In Chy.

Jos. H. Harrell & als.

In the Circuit
Court of Howard
County.
April 12th, 1886

Decree

To be entered

Geo. B. B.

Ex. 13 on 12th 1886

Commissioner's Office,

SUFFOLK, NANSEMOND COUNTY, VA.

10 JUNE 1886

To Wm R Barham and B. G. Pollard merchants and partners in trade under the name and style of Barham & Pollard.

Plaintiffs,

and

Joseph H. Carroll John A. Wright Trustees, and Wm H. Morris, Frank Morris, Samuel B. Morris and Virginia Morris, merchants and partners in trade under the name and style of Wm H. Morris & Sons

Defendants.

You are hereby notified that I have fixed upon the 24 day of June (1886) next, to take and settle, at my office, the following accounts, to-wit:

1. An account of all the real estate of which the defendant Joseph H. Carroll was or is possessed or to which he was or is entitled subject to the liens of any unsatisfied judgments or claims against him, and especially the judgment in the bill mentioned in favor of the complainants, specifying the fee simple and annual values of such real estate.
2. An account specifying the amounts of all unsatisfied judgments and claims against said Jos. H. Carroll which are liens upon said real estate according to their priorities.
3. An account of any matters specially stated deemed pertinent by myself, or which any of the parties may require to be so stated.

required to be taken by the decree of Nansemond

12.

day of

April

Circuit

Court, rendered on the

1886

in a suit in Chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

Robt. K. Peaties

No severally acknowledge legal and sufficient
service of the writ in notice.

Ans H. Wright p.d.

Wilbur J. Kilby. p.g.

Barham Pollard

Comms
Notice.

Jos. H. Carroll.

Commissioners' Office
Suffolk Va. 30 September 1887

To the Honorable Chancellor W. Dill,
Judge of the Circuit Court of
Hansemond County.

The undersigned one of
the Commissioners in Chancery of the
Circuit Court of Hansemond County, to
whom the chancery cause of Barham
Pollard against Joseph A. Farrell and
others was referred by decree entered
on the 12th day of April 1886, begs
leave respectfully to report -

That on the 10th day of
June 1886 he issued notice to the parties
that on the 24th day of June 1886
at his office in Suffolk Virginia
he would proceed to execute the said
decree. - The said notice duly
acknowledged by the counsel repre-
senting all the parties to the cause
is herewith returned. -

That on the day fixed
the matter was not completed and
has been continued from time to
time until today, where the
Commissioner is enabled to
report as follows:

I.

That the defendant Joseph A.
Farrell is seised and possessed of

One Hundred and fifty (150) acres of land more or less, situated in Sleepy Hole Magisterial District, Hanscom County, Virginia, bounded by the lands of Kate G. D. Woods, Elizabeth, wife of Henry T. Lawrence, the "Burroughs Land," Beaumont's mill-pond, and others which land is subject to the lien of the complainants' judgment and the other liens hereinafter specified. -
 Its fee simple value is estimated to be \$1250. -
 Its annual value is estimated to be \$125. -

II

The Liens upon the said land stated in the order of their priority.

First:

* Judgment in favor of Thos. W. Hamnford & Son -

Docketed 14 August 1877.

Principal \$10.25

Int. from 18 Octo. 1875 to 18 Apr 1887 7.43

Costs

1.50

Total

\$19.18

The foundation of this judgment is an open account against M. B. Harrell wife of Jos. B. Harrell and the judgment was rendered against them both. -

Second:

Judgment in favor of Complainants
 Barham & Pollard -

Docketed 28 February 1884

Note. This judgment being based upon an anti-trust
 debt of Jos. B. Harrell's wife does not bind said
 Jos. B. Harrell's estate and is erroneously reported
 as a lien on his real estate. See Order 1874-5 p. 443. -
 Robert P. Lewis Commd.
 30 Sept. 1887.

Kirby

Principal	\$100.
Int. 1. Dec. 1883 to 1. Jan. 1884	<u>.50</u>
Credit Cash paid 1. Jan. 1884	<u>100.50</u>
	46.85
	<u>53.64</u>
Int. 1. Jan. 1884 to 18. Nov. 1887	12.50
Costs.	<u>8.99</u>
Total	\$75.13

Third:

Judgment in favor of The
Farmers Bank of Newsemond:
Docketed 25 April 1884

Principal	\$122.25
Int. 24 Dec. 1883 to 18 Nov. 1887	28.60
Costs	<u>9.40</u>
Total	\$160.25

Fourth:

Deed of Trust in favor of
W. H. Morris Sons.
Recorded 19. February 1885

Principal	\$1500.
Int. 30. Jan. 1884 to 18 Nov. 1887	<u>342.</u>
Total	\$1842.

Fifth:

Judgment in favor of W.
John T. Kilby -
Docketed 5. March 1885.

Principal	\$47.50
Costs	
Int. 1. Jan. 1885 to 18 Nov. 1887	<u>8.22</u>
Total	\$56.72

Sixth:

Judgment in favor of John A. Savage Sons -
Docketed 16 January 1886

Principal	\$24
Int. 1. Jan. 1885 to 18 Nov. 1887	<u>4.67</u>
Costs	
Total	\$32.67
Carried Forward	\$2185.95

Settled
See Judgment
Docketed

Might

Brought forward.
Saveth:

\$2185.40

Kilby

Judgment in favor of
W. F. Redlich -

Docketed 8. April 1886

Principal

\$25.25

Int. 1. Feb. 1883 to 18 Nov. 1887

7.27

Costs

1.20

Total

\$33.72

Grand Total of Liens \$2219.67

The defendants in their Answer claim that the ~~has in favor of~~ judgment in favor of the complainants has been satisfied, ^{upon this point} and a mass of testimony has been introduced, which is confusing and conflicting. - The said testimony, consisting of the depositions of Wilbur J. Kilby, John A. Wright, Joseph H. Carrell, Wm. R. Barham, John L. Fulgham, John T. Cox, H. J. Lawrence, James O. Savage, Thomas A. Beaumont, Alexander H. Baker, A. F. Ashburn and James H. Vinson is herewith returned as a part of this report. -

Given under my hand this 30.
day of September 1887. -

Robt. R. Dentis,
Commissioner in Chancery.

Fee \$25.00

The depositions of Wilbur Nibby and others taken before the undersigned Robt. Wright, Commissioner in Chancery of the Circuit Court of Vausewood County, to be read as evidence in behalf of the complainants in the chancery cause of Barham Pollard v. Harrell & others now pending in the Circuit Court of Vausewood County.

Friday, 10. September 1886. -

Present: Wilbur Nibby, Counsel for Compts.
John A. Wright, Counsel for Defts.

Wilbur J. Nibby, being first duly sworn deposes and says:

Statement.

The judgment of the plaintiffs was obtained in February 1884 & execution issued on it returnable to May Rules 1884. - From that time until Spring of 1885 - I heard nothing from the Sheriff as to the claim, and supposed that the money could not be made by execution. But seeing ~~that~~ from the records that Harrell had received a deed for his land ~~do~~ I informed him that the judgment was a

a lien on the land and that unless he paid it I should bring a suit to subject his land to the said lien. - Mr. Farrell came to my office and stated that the judgment had been satisfied by levy which the Deputy Sheriff had made on his peanuts in December 1884. - I answered that I was glad to hear it and would see the deputy and get the money. - In this interview Mr. Farrell did not say one word about the mule referred to in these depositions. - I afterwards saw the Deputy and found that the money had not been made as Mr. Farrell had stated. I learned for the first time about the mule from the Deputy. - The Deputy explained that he had levied on the peanuts but that they were subject to a prior levy made by J. N. Beamon under an execution which he had in favor of The American Fertilizing Co. represented by A. H.

Baker. He, the deputy, found that Beamon had not endorsed the levy on his execution, and he the Deputy tried to make Beamon Baker & Harrell think that Beamon's levy was of no value for that reason - his object being to force Harrell to satisfy his execution by paying it or giving him property. Harrell being anxious that Baker should have the peanuts he the Deputy thought that Harrell would do as he desired. And Harrell finally gave him the mule referred to, with instructions to sell him and apply the proceeds to the Plaintiff's execution. The Deputy took the mule but he did not sell for enough to pay costs. He held the mule on Harrell's account not under the execution, for he never levied on him. I then informed Mr. Harrell that the peanut levy of which he told me and the mule of which he had told me nothing had not satisfied the execution.

and that I wanted the debt
paid. - He again came to my
office I said that the Deputy
had taken the mule in full satis-
faction of plaintiffs claim and
that he had given him the note
on which the judgment was
based and that he had it at
home. - I explained to him
that the deputy did not have
the note and could not get
it that it was filed in the
Clerk's office, and therefore I
thought he was mistaken. - He
then said, if I havent got the
note I have got a receipt
which shows what I have
stated. - I asked him to let
me have a copy of the receipt
the next time he came to
town and he said that he
would do so. - I heard nothing
from him and wrote to him
once or perhaps twice reminding
him of his promise, but got
no response. - Being anxious
to see the paper if he had any
such, for the purpose of determining

whether the Sheriff had made himself liable for the money, concluded to see Mr. John Wright and get him to secure the paper or a copy of it for me, thinking that he would answer Mr. Wright who had recently been his attorney in making his deed to Morris. Mr. Wright at once said that he would do as I requested with pleasure. I called a week or perhaps more afterwards upon Mr. Wright to know if he had seen Mr. Farrell for me. He said that he had and found that Mr. Farrell was mistaken in having a receipt. That he (Mr. Wright) had all along been under the impression that he had such a receipt, but found out that he was mistaken. Being thus satisfied that the plaintiff's claim had not been satisfied and that the Sheriff had not rendered himself liable for it, I brought this suit

to subject Harrell's land to
its satisfaction. -

Further this deponent saith not
Wilbur J. Kilby

John T. Cox being first duly sworn
in answer to questions deposes
and says:

1. Q. State your age, residence, occupation
& do you know the parties to the
suit?

A. 38 years old, reside in ~~in~~ Suffolk,
I was Deputy Sheriff in 1884-5-
I know all the parties except
Morris Lons. -

2. Q. State what you know about the
matters involved in this suit?

A. I had an execution in favor of
Barham Pollard against Mr.
Harrell. - I went to make the
money - I found some peanuts
I lived on the peanuts - After
crying I saw Mr. Beaman the

Constable. I told him what I had done and asked him to take the peannts in charge. Mr. Beamon laughed and said that he was ahead of me that he had levied on them himself. I asked him to show me his execution which he did. I saw that he had made no return in the execution. I thought perhaps that the levy was not legal on account of the return not having been made. We & myself came to town together to get legal advice. I saw the Commonwealth's Attorney. He informed me that it made no difference it was only a technical error. Mr. Beamon saw some one, I suppose Capt. Wright, but I don't know who. He didn't say whether he would release the peannts or not. We proposed to meet at Stevens' Station the next morning to determine who should have the peannts. On arriving at Stevens' Station I met Mr. Carroll, Mr. A. H. Baker. Mr. Carroll proposed to give me a Bill of Sale on the mules

and I knowing that I had no legal right to the permits, I refused to take a Bill of Sale on the mule, but told him that I would take the mule and sell him and apply the proceeds to the execution. He agreed that I should take the mule and hold him a certain length of time for him to raise the money to pay the execution. He also agreed to furnish feed to feed the mule, which he failed to do. I kept the mule until he had eat about what I thought he was worth and I told him that ought to be some disposition made of the mule. He told me to sell the mule as he could not raise the money. I did so according to his request and the mule did not sell for enough money to pay the expenses. I never levied on the mule nor advertised him as such, never gave him any receipt of any description.

nor any written instrument except to ask him to send in feed for the mule according to promise, which he failed to do. -

3. Q. Was not Mr. Harrell entitled to the mule under the poor law?

A. Yes. I called his attention to that at the time. -

4. Q. Were you or not aware of the fact that you could not levy on him under execution. -

A. Certainly I was. -

5. Q. Did you or not know that you could take the mule and sell him only with the consent of Mr. Harrell.

A. I knew that I could not. -

6. Q. Do you recollect for what the mule sold. -

A. I think \$20. or thereabouts.

7. Q. Why did he not sell for more?

A. The public thought he was worthless. He was a kicker - and no one could work who did not understand his habits.

8. Q. In what manner was he sold -

A. I was Auctioneer at the time and sold him as such - I sold him at the Court house. - I sold him on Harrells account with the understanding that the proceeds were to be applied to the execution. -

9. Q. After paying expenses was there anything to go on the execution?

A. No it did not pay expenses - The board bill was \$19 I think. -

10. Q. Did you bring the mule from Steves' station or was he sent to you?

A. I did not - He was sent - The first

time I saw him he was in
Boswell Ashburn's livery stable.

11. Q. Were you at the stable's to
receive him?

A. I was not. He came to the
stables himself afterwards and
tried to sell the mule to Boswell
Ashburn the keepers of the stable.

12. Q. Do you know the man who
brought him there?

A. I do not.

13. Q. Do I understand you to say that
you never gave Mr. Harrell a
receipt of any kind concerning
the mule, showing that you had
taken the mule in satisfaction
of the plaintiff's execution?

A. Yes. —

14. Q. Did you use your best endeavors
to sell the mule for Mr. Harrell
to his advantage?

A. I did -

Cross: Examined.

1. Q. When you lived on the peanuts was there any other property on the premises subject to levy?

A. Not that I could find -

2. Q. Where did you find the peanuts?

A. at Mr. Lawrence's -

3. Q. How did you know that they were Harrell's?

A. I was told so by some one - I don't know who now. -

4. Q. Did you see no corn, fodder or other produce there?

A. There was corn and fodder, but his mother claimed it -

5. Q Did she make the claim to you?

A. No. I think it was Mr. Lawrence.

6. Q Did you go to his house to see whether there was any property to be levied on?

A. Yes. -

7. Q And found nothing?

A. And found nothing. -

8. Q Upon how many demands did you levy?

A. I don't know - don't remember.

9. Q How many did you suppose?

A. I could not tell exactly. It has been so long. -

10. Q Were there not enough to satisfy both your execution and that held by Beaumont?

A. I think not. -

11 Q. Did you make the effort to ascertain whether there were?

A. I did.

12 Q. What effort did you make?

A. I asked Mr. Beaumont the Constable, if there would be any left after satisfying his execution. He said there would not. I learned from Mr. Baker afterward that there was not enough.

13 Q. Did you know upon what Beaumont had levied?

A. Peanuts and Todder, I think.

14 Q. Was there not also a lot of corn estimated at about 20 barrels?

A. No - he never said anything about any corn to me.

15 Q. Did you not at Beaumont's request show him how to endorse his levy on the execution?

A. I did not show him how to endorse his execution - Mr. Beamon asked me how did I endorse an execution - I showed him.

16. Q. Did not Beamon tell you that he had levied on 20 barrel of corn, 3000 lbs. fodder and about 70 bushels of peanuts? -

A. He told me that he had levied on ^{the} peanuts and fodder.

17. Q. About what time of the year did you make the levy?

A. I don't remember the date.

18. Q. Did Mr. Harrell object when you made the levy?

A. Mr. Harrell was not there.

19. Q. Did you not see him at all while you were there to make the levy?

A. I don't think I did.

20 Q. Who then showed you the property in which to levy?

A. Mr Lawrence.

21 Q. Was no one else present?

A. I don't remember.

22 Q. Do you mean to say that no one else was present?

A. No I do not - I don't remember.

23 Q. Did you know that Beamon had levied on this same property?

A. Not until I saw Beamon.

24 Q. Was that after or before you made your levy?

A. It was afterwards.

25 Q. How long after making your levy before you saw Barrell & told him what you had done?

A. I think it was that night -

26 Q. Where did you see him?

A. I don't remember whether he came to town or whether it was at Stevens' - I think he came to town. -

27 Q. Did he then make any objection to the levy you had made?

A. He said that Mr. Beamon had already levied on the peanuts, but neither one would sell as they belonged to his mother for rent. -

28 Q. Were the peanuts on which you levied bagged up or in bulk?

A. In both. -

29 Q. How many were sacked up?

A. I don't remember.

30 Q. Did you not count the sacks?

A. I did at the time, but don't remember now. I made a note of it on the execution I suppose.

31. Q. Where is the execution?

A. I could not tell you, but in the Clerk's Office I reckon.

32. Q. Are you sure you returned it to the Clerk's Office?

A. I think I did.

33. Q. Then if so you can ascertain from the memorandum you made thereon the quantity and give a definite answer to the above question?

A. Yes. - I can.

34. Q. Then please refer to the execution and file as your answer to this question a copy of your endorsement thereon?

A. I will do so.

Note (It is mutually agreed that the Comptroller make the copy referred to.)

35. Q. Did you see the execution ~~in fact~~ held by Beaumont, Constable?

A. I did.

36 Q. For what amount was it?

A. I don't remember.

37. Q. Was it for as much as the one you held?

A. I don't remember.

38 Q. It was certainly for less than \$100.?

A. Yes, for it was a justice's judgment.

Note By consent of parties, by counsel the Court notes ~~the~~ as evidence in this cause that the execution referred to was for \$74.⁷⁰ with \$2. Costs. - Judgment dated & Exa. issued 29. Nov. 1884

39 Q. Mr. Beaumont in his deposition states that he levied on 20 barrels of corn, 3000 lbs. fodder 70 bushels of peanuts - Your endorsement

shows that you levied on 19 sacks of peanuts and about 30 bushels of loose peanuts - Would not this property at market rates at that time have satisfied both executions?

A. Well, I don't know that there were that many peanuts there. - ~~Mr. Beaumont~~ I know nothing of the corn - If there had been that many peanuts and that much fodder & corn perhaps it would have settled both or very near it. -

40 Q. Why did you not then if Beaumont's execution was older than your own, and his levy not invalid for any irregularity, insist that he should sell to satisfy that, and you hold the surplus?

A. My reason was that I did not think there were enough of the peanuts and fodder to satisfy Mr. Beaumont's execution and the costs in the condition the peanuts were in.

41 Q. But without making any effort

to ascertain whether there would be a surplus, you relinquished the levy you had made?

A. Mr. Deamon, the Constable, promised to let me know if there was a surplus. —

42Q. Did not Mr. Farrell the day after your levy deliver a load of peanuts to you at Stevens' station in compliance with your order?

A. If he did I never saw them. He told me that he had brought some peanuts there, but I never went to look at them. — They were in the depot warehouse I suppose. —

43Q. Did you not pretend to claim them under your levy?

A. No. not that morning. —

44Q. Did you make no further effort to find sufficient property to satisfy the execution you held?

A. I made no further effort except by enquiry.

45 Q. If you did not claim the peanuts & there was no contention between yourself and Beaumont, why did you go to Stevens' station that morning?

A. I had promised to meet Mr. Harrel, Mr. Beaumont and Mr. Baker. In fact I had business by there anyway.

46 Q. If your levy amounted to nothing what was the object of meeting them?

A. Well my object for meeting them there was - We had had a contention over them the night before, according to promise I met them. And I thought perhaps I might get a compromise by getting a portion of it or something of that kind.

47 Q. But you did really know at the time that you had no valid claim upon the peanuts and abandoned the levy

made by you, after meeting with
the other parties without any
contention for priority on your
part?

A. Well I contended you know, but don't
think I had any legal right to
contend for them. -

48Q. Why then did you tell Beamon
that his levy was worthless because
he had failed to endorse it on his
execution?

A. Because I thought so at the time. -

49Q. When did you change your mind, and
what induced the change. -

A. The night before I went down
there that morning. - Advice from the
Commonwealth's Attorney that I had
no legal right to hold them. -

50Q. Then according to the statements
which you have made, you abandoned
your levy and Mr. Carroll delivered
to you the mule in question?

A. I abandoned my levy after Mr. Merrill promised to deliver the mule in question. -

57 Q. The promise to deliver the mule, as I understand you, was the consideration for abandoning your levy?

A. I should not have contended for the levy if the mule had not been offered. That was not the consideration - I had already abandoned the levy in my own mind but I had not let on to them. -

52 Q. And did not let on to them until you had the promise of the mule?

A. I did not. -

53 Q. But as soon as you got that promise you surrendered all claim to the peanuts?

A. I did. -

54 Q. And the mule was delivered according to promise and in lieu

of your claim on the other property by virtue of your levy?

A. Yes. — The mule was not delivered according to promise though, because he promised to deliver a load of feed with the mule to feed him.

53 Q Did you know anything about the mule at the time?

A. I did not —

54 Q Was he a good looking animal and in good condition?

A. He was not.

55 Q What was your idea at that time of his worth?

A. I had no idea. I did not think he was worth much. I thought he was worth \$25. to \$30. —

56 Q And you knew at the time that you could not take him under an execution?

A. I did —

59Q. And gave ~~not~~ receipt for him?

A. I did not -

60Q. Had anything to show a credit upon the execution?

A. I did not.

61Q. How long did you keep him -

A. I don't know - I can find out by reference to my books -

62Q. Why didn't you sell him sooner?

A. Because Mr. Harrell requested me to hold him and he would pay the execution and take the mule.

63Q. Did not Mr. Harrell in reality deliver that mule to you in full satisfaction of the claim you held, and did you not receive it in that way?

A. I did not -

64 Q. Did you not tell Mr. Harrell that you were authorized by Barham & Holland to compromise their claim against him and that you would settle it for \$35.?

A. I did. -

65 Q. And did you not expect to sell the mule for more than enough to pay the \$35. & costs?

A. I did not. - Mr. Harrell sent Mr. Vinson to Norfolk to make a compromise - I got a message through Mr. Vinson that if Mr. Harrell would pay \$35. Cash and all expenses to settle it. - Mr. Hollard of Barham & Holland either wrote me or told me that I could settle for \$35. - Mr. Harrell did not accept the proposition. -

Further this deponent saith not. -
J. T. Cox

John L. Fulgham being duly sworn
in answer to questions deposes
and says:

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

A. 45 years old, reside in Suffolk
Hansemond County. I am Sheriff
of this County. -

2. Q. State what you know about the
matter in controversy in this suit?

A. Sometime after the Spring election
of 1885 - I had an intimation
that Mr. Cox, my deputy had an
execution against Mr. Jos. H. Harrell
for which Mr. Harrell claimed
to have been paid, and that the
money had not been paid to
the proper parties Barkham &
Pollard - Knowing that if that
was the case I would be res=
ponsible for the debt I went
to see Mr. Harrell I think
about August for the purpose

of seeing a certain receipt which he claimed to have had given him by Mr. Cox in full settlement of the said execution - I asked Mr. Harrell to show me the receipt in the presence of Mr. Coe if he had one - He says I have no receipt but have a letter from Barham Holland agreeing to take the note in payment of the execution - I then asked him to let me see the letter - He went in the house and looked for it a said he was, for half an hour - He came out and said that he thought Capt. Wright had it as Capt Wright had other papers of his - I asked him if he would get the letter from Capt. Wright the first time he came to town and let me see it - He said he would the first time he came to town - That letter I have never seen or been able to get hold of -

3Q.

Then you want to see Mr. Harrell for

the purpose of ascertaining whether the debt had been settled?

A. I did - to see the receipt -

4 Q. Did he show ~~it~~ to you that he had in any manner satisfied the debt?

A. He did not further than he said that Cox had sold the mule.

5 Q. Did his ^{very} manner ~~and~~ and conversation indicate a want of sincerity with reference to the receipt?

Excepted to as leading. -

A. He left my mind fully satisfied that he had no receipt. -

6 Q. Were you not satisfied that he had not paid the debt. -

Excepted to as leading:

A. I came back fully satisfied that he could not make me pay the debt. That I was not responsible for it. - I went there for the

purpose of finding out whether
I was responsible, intending to
pay if I was responsible for it.

Cross: Examined:

1. Q. Do you know anything of ~~the~~
the levy made by Cox, or how
he came to abandon his
levy & take the mule instead?

A. I do not. nor do I know that
he abandoned the levy and took
the mule instead.

2. Q. Do you know when the execution
under which he made the levy
was returned to the Clerk's
Office?

A. I do not.

Further this deponent saith not.

J. L. Sulphur

The further taking of these depositions is continued until
the 30. day of September 1887. -

Friday September 30. 1887.

Present: Wilbur J. Kilby, Counsel
for Complainants.
John H. Wright, Counsel
for Defendants. -

William R. Barham witness for
complainants being first duly
sworn in answer to questions
deposes and says:

Q 1. What is your age, where do
you reside and do you know
the parties to this suit?

Ans. I am 48 years old, live in
Norfolk Va. and I know the
parties to this suit. I am one
of the complainants.

Q 2. Please state what you know,
if anything, about the matter
in controversy in this suit?

A. It has been so long that I do
not remember very distinctly.
But I remember that Mr.
J. H. Vinson came to the
office of Barham & Pollard
in Norfolk in behalf of

Mr. J. H. Harrold to know if we would take a certain mule in settlement of the claim of ours which was in the hands of the Sheriff - I think he wanted some difference - \$10. or \$20. - which we declined to give. - But if the mule would work well, and he thought him worth the claim, we were willing to make the exchange even - to take the mule for the claim. - We afterwards learned that the Sheriff had the mule in his possession, and we instructed him to let the law take its course, and not to interfere with it, presuming at the time that he had taken the mule under the execution. I think he had had the mule in possession some eight or ten days before Mr. Vinson called to see us. - I learned so afterwards. - I came up a few days after learning that the Sheriff had the mule ~~came up~~ and saw the mule in some stable in Suffolk, and told the

1
Sheriff that had I agreed to have taken the mule for the debt I should have declined after seeing him - I again instructed the Sheriff to sell according to law. - And I did not know until recently but that he had taken the mule under an execution. -

My reasons for not wanting the mule were, that he was so small and inferior looking and besides the Sheriff informed me that he kicked and did not work well in harness. -

Further this deponent saith not.
W R Barham

1
A. J. Ashburn witness for complainant being first duly sworn in answer to questions, deposes and says:

Q. 1. State your age, residence occupation and do you know the parties to this suit?

A. I am 32 years old, live in Suffolk Va. I am a huckster in the market. I know Mr. Harrell

and Mr. Wright. -

2 Q. Were you ever in the livery business with W. H. Boswell, if so, state whether or not a mule purporting to be the property of the defendant J. H. Harrell was brought to your stables by deputy Sheriff Cox - for what purpose he was brought there, and whether or not he was ~~at~~ afterwards claimed by Mr. Harrell, while there?

A. I was in the livery business with W. H. Boswell. There was a mule purporting ~~it~~ to be the property of Mr. J. H. Harrell brought to our stables by Deputy Sheriff Cox. - He was brought there, Mr. Cox said, to satisfy a debt - I do not know who to, or anything about it. - Mr. Harrell came to the stable and asked me to attend to him all right while he was there, and said that he was his mule. - A few days afterwards he came there again and said that he would

take the mule out of the stable and pay the costs, whatever it was. I asked him who was responsible for the board - He said that it would all be paid. Mr. Cox paid me himself. - He did not know whether whether he would be there a day, or two days, or longer, and I agreed to take him for fifty cents a day. ~~If~~ I would have taken him for \$10. a month if I had known that he would be there that long - Mr Cox paid me fifty cents a day. -

While the mule was there, by direction of Mr. Cox, who said he was tired of "fooling with him", I sold him to a colored man for \$35. - The man brought him back again - because he kicked so that he could not do anything with him. I did not think he would keep ^{him} when I sold him, because I knew he was a kicker - I tried to hitch him myself but could not do it. -

Mr. Cox took him away and
disposed of him in some way
I don't know how.

Cross-examined:

1. Q. Did Mr. Farrell ever authorize
you to sell that mule?

A. No sir.

2. Q. How long did the mule remain
at your stable?

A. I do not know exactly - I
suppose I could ^{tell} from the old
books. I think I have them
now. -

Further this deponent saith not.

A. F. Ashburn

~~John H. Farrell~~

Thomas A. Blamon, being duly
sworn in answer to questions,
deposes and says.

Q. 1. You have heretofore testified in

this case as to a conversation you had with Mr. Harroll with reference to the receipt referred to in his deposition. Please state whether or not you ever had a conversation with reference to the same receipt, with Capt. J. H. Wright; and if so, what was the substance of that conversation?

Answer. I was down at Beaumont's mill one morning, and Capt Wright, who was going by, stopped, and I went out there where he was at, and I don't recollect what he stopped for, whether it was business with me or what, but I think it was private business of mine. - While he was there, this case of Joe Harroll's came up - we commenced talking about it, and I remarked to him that I had been to Joe Harroll's to get this receipt for Mr. Kilby - that I couldn't get it. - Mr. Wright then remarked that he did not have any receipt - that ~~he had~~ ^{it was} a note. - That is as near as I can remember about it. - It was right

in front of the door. -
Mr. Wright's remark was "That
he did not have any receipt
that he had a note." - What
note it was that he referred
to I don't know, ~~was~~ were
talking about the case of
Barham & Pollard against
J. H. Harrell. -

Q. 2. Did you or not understand the reference
of Capt. Wright to a "note" to
be the note constituting the evidence
of the debt due by Harrell to
Barham & Pollard?

Excepted to by defendants' counsel. -

A. I ~~do~~ not know what note he
referred to. - He did not mention
any note and I did not mention
any note. From my own judg-
ment I thought he meant the
note of Harrell to Barham &
Pollard. -

Answer excepted to by defendants' counsel. -

ROSS: Examined:

1. Q. During the conversation to which
you refer, did ^{Capt Wright,} at any time
say to you, that J. H. Harrell

2

or ~~from~~ ^{himself} self, had not any time
held a receipt in full from
John T. Cox Deputy Sheriff
against the claim of Parkman
& Pollard v. J. H. Carroll?

A. No. —

Further this deponent said not. —
J. H. Beamon

The depositions of Jos. H. Carroll and others taken before the undersigned Robt. McEntis Commissioner in Chancery of the Circuit Court of Hanswound County, to be read as evidence in behalf of the defendants in the chancery cause of Barham & Holland v. Carroll & others, now pending in the Circuit Court of Hanswound County. —
Thursday, July 22nd. 1886. —

Present: John A. Wright for Defendants.
William J. Kirby for Complainants.

Jos. H. Carroll being first duly sworn in answer to questions deposes and says:

1. Q. State your age, residence, occupation and are you a party to this suit?
- A. 29 years old, live in Hanswound County, Farmer by occupation, and I am a defendant in this suit. —
2. Q. State all the circumstances connected with the levy of an execution in favor of Barham & Holland upon a judgment obtained by them in the Circuit Court

of Hausmond County against your
self?

2. A. I owed them \$53.³⁵ or something like
that. - Mr. Cox started to my house
and found me at my mother's. -
He presented the claim to me - I told
him it was all right, I owed the
money - He said that Mr. Kelly had
the claim in hand and he was
requested to make a levy at once. -
I asked him what he proposed
to levy on, and he said, my
peanut crop if that would
be sufficient. - I told that my peas
were in my mother's barn. - He looked
at them and sent for Mr. J. Savage
to witness the levy. - Mr. Savage came
and signed the levy and Mr. Cox
told me to bring twenty sacks of
peas to the station the next morning.
I took them there as he directed me
to. - After getting to the station I
told Mr. Cox that I had been
doing business with another
house and that my peanut crop
was short, and if he would take
a mule which I had there in

place of the peanuts, I would let him take it (the mule) if he would for the amount of the claim. - He looked at the mule and asked some questions of gentlemen standing around and said that he would take him. - He then released the peanuts and Alex Baker was there, and I owed him some money and I turned the peas over to him and Alex shipped them. - And Mr. Cox, Mr. Beamon, and Alex Baker and myself came to Suffolk together. - That night I went back and sent the mule to Mr. Cox by a colored man who staid at Mr. S. S. Hosiers store. - ~~It~~ He was sent by the colored man because it ^{was} more convenient to do so and Mr. Cox said it would be all right. - I took it for granted that the thing was all settled and square. - Sometime after that, I dont remember how long Judge Kirby wrote to me about the matter, and stated that the claim had never been settled, that property for which I had had

some deed recorded was responsible, and he would like to have me settle it. - I told Judge Kelly the circumstances and why I considered it settled &c. - Judge Kelly told me that if my statement was correct that was all he wanted, that he would see Mr. Cox and Mr. Cox would have the money to make good. - Sometime after that he wrote to me again and asked me to send him the sales of the peanuts that Baker shipped so that he might know exactly how to collect out of Cox. - I didn't pay much attention to the letter. - I didn't care to implicate Mr. Cox. - I knew that Mr. Fulgham was his principal & I didn't do it. - I came in town one day and Capt. Wright told me that Judge Kelly wanted to see me. - I went to his office and had a talk with him. - He asked me the whole story over again and asked me whether Mr. Cox gave me a receipt. - I told him that I had a good

a receipt as I wanted - I evaded
 his question. - I told him that
 I didn't propose to implicate any-
 body that he had the papers before
 him knew all about it, knew about
 the levy and I thought that was
 sufficient. - I took it for granted
 that the Judge was a little hard
 on me for insisting on collecting the
 claim from me, and I didn't tell
 him anything more about it just
 then. Shortly after that he wrote
 to me, and told me right up
 and down that the papers were
 not what he expected, and
 that I was responsible for
 the money and he should
 look to me for it. - Mr. Fulgham
 and Mr. Choon came out there
 to see me just before that
 letter, and Mr. Fulgham asked
 me to tell him about this
 Barham & Pollard matter. - I
 went on and stated all the
 circumstances - Mr. Fulgham asked
 me if I told Judge Kilby that
 Cox gave me a receipt. I told
 him, "No I did not." - But that I

had a receipt which I considered good from Cox and Barham & Pollard too - I believe I said something to him about a letter from Barham & Pollard. - He asked me if he could see it - I told him he could, that I thought I could find it at home. - Mr. Fulgham & Mr. Choon rode with me from my mother's down to my home - I began looking through my papers and rememb^{ed} that I had given it to Capt. Wright - I told him to go to Capt. Wright's office and he would show them to him and tell him all about it - I believe that is all. -

3. Q How many peannts were in the lot on which Cox levied?

a. There were 30-bow bushel bags sacked up and some on the floor loose, which I think Mr. Cox & Mr. Savage estimated at 150 bushels.

4. Q. Examine the papers herewith handed

W. H. MORRIS & SONS,
Cotton Factors
—AND—
COMMISSION MERCHANTS,
23, 25 & 27 Commerce St.

No. 1217

Folio 18

Account Sale of

P/V

received *Deer 8/24* per *Sq Ro* sold

for account of *A. H. Baker Esq Stevers Starven Va*

(B)

16 Bags P/V

1431

3

4293

CHARGES:

Freight, *1 60*

Wharfage and Cartage, *57*

Commissions on Sales at *2 1/2* per cent,

Storage & Labor 96 Insurance 21

217

107

117

441

Net Proceeds,

Cr of c

3852

E. & O. E.

Norfolk, Va.

Decr 11 1884

W. H. MORRIS & SONS.

Poor Quality Original. Best Possible Capture

W. H. MORRIS & SONS,
Cotton Factors
—AND—
COMMISSION MERCHANTS,
23, 25 & 27 Commerce St.

No. 1224

Folio 20

Account Sale of *P/V*
received *Decr 10* per *Sg Rg* sold
for account of *A. A. Baker Esq Stevers Station Va*

B

13	<i>Diago P/V</i>	1135	278	2979
----	------------------	------	-----	------

CHARGES:

Freight, / *30*

Wharfage and Cartage, *51*

Commissions on Sales at *2 1/2* per cent,

Storage & Labor 78 Insurance 10

1	81	
	74	
	93	348

Net Proceeds, *R 90*

2631

E. & O. E.

Norfolk, Va. *Decr 11* 188 *14*

W. H. MORRIS & SONS.

you, purporting to be Accounts of Sales of 29 bags peanuts, and state whether they were part of the lot levied on by Cox and the net proceeds of the same?

A. Yes - these are the very peas which he levied on and I took to the station that day. - The net proceeds are $\$64 \frac{83}{100}$. -

Q. Were there other peas in the lot besides these 29 bags, what was the value of these other peas?

A. There were ~~two~~ ^{one} bag~~s~~ sacked up, and between one hundred and one hundred and fifty bushels loose, which were worth as much as the 29 bags above referred to.

Q. Did you see the mule which Cox agreed to take in lieu of the peanuts after you had sent him to Cox?

A. Yes. He was at Ashburn Bowells stable where Cox told me to send him. -

70.

Did Cox ever account to you for the mule or for any money received for it?

A. No.

8. Q

At the time Cox agreed to take the mule and release the peanuts did he give you any receipt for the execution against you?

A.

He gave me ~~the~~ ^a receipt that evening. - I took it for granted it was a receipt ~~it~~ in full. - I showed it to Capt. Wright and ~~he~~ ^{he} told me it was. - We were all drinking that evening and for that reason I took it to Capt. Wright at the first opportunity. -

9. Q.

Is your farm rented out this year?

A

Yes. For $\frac{1}{3}$ of corn & fodder and $\frac{1}{4}$ of the peanuts and oats. -

10. Q.

What is the rent worth?

A. I suppose \$60. or \$75. Maybe \$100. There is only a portion sent out.

Cross: Examined:

1. Q. What became of the proceeds of the sale of the peanuts.

A. I owed Alex Baker money for a fertilizing bill and I let him take enough money to pay it with the balance went to my credit at W. F. Morris & Sons for my year's account. —

2. Q. Did not Mr. Baker have an Execution on his claim in the hands of Mr. Beaumont, Constable and had not Mr. Beaumont levied on the peanuts before Mr. Cox did?

A. Mr. Beaumont had taken some such steps, but had neglected his duty and released the peanuts to Mr. Cox on that account. —

3. Q. And then Mr. Cox released them to you

and took the mule to satisfy his execution?

A. Yes. -

4 Q. Do you know what the mule sold for and what became of the proceeds of sale?

A. ~~Judge~~ I do not know. -

5 Q. Was he not a mule difficult to hitch and ~~#~~ "tricky"? -

A. I never had any difficulty to hitch him myself, and my neighbor who worked him a month had no difficulty, but if a stranger ^{went} to hitch him or handle him he would kick and was foolish, but if he knew you he was like any other mule. - He did not like you to put the saddle on him until you got him between the shafts. He cost me \$65. - And I knew him when I bought him well. -

Further this deponent saith not. -
J. N. Harrell

James O. Savage being first duly sworn in answer to questions deposes and says:

1. Q. State your age, residence and occupation, and do you know the parties to this suit? -

A. 41 years old, live in Vausemond Co., am a farmer, I know the parties to the suit. -

2. Q. State all you know concerning a levy made by deputy sheriff Jno. S. Cox on peanuts belonging to J. N. Harrell, to satisfy an execution in favor of Barham Holland? -

A. At the time the levy was made by Mr. Cox I was at work at Mr. Lawrence's (who married Harrell's mother). Mr. Harrell called me from my work said he wanted to see me - I went out to see him, & met Mr. Cox, and they commenced

talking about an execution which
he had against J. H. Harrell in
favor of Barkan & Pollard for
\$100 or thereabouts. Mr. Harrell
took Mr. Cox ~~to~~ in the barn
where he had his peanuts stored
and showed them to him. One of
them called me in and asked me
how many peanuts I thought was
there. I have really forgotten the
amount. - There were some bagged
up and some loose, but Mr. Cox
was perfectly satisfied, or expressed
himself so, that there was enough
peanuts to satisfy the execution
and costs. He asked Mr. Harrell
to send him a load to the
depot that evening or soon
next morning by the time
the way freight went down. -
Mr. Cox made the levy and
endorsed it on the execution. -
I saw him and read it. - In
~~the~~ a few days afterwards I
saw Mr. Cox and he told me
Mr. Beamon had levied on them
peanuts - but failed to endorse
the levy on the execution. That

he having discovered it went down
~~at~~ and lived so as to get in
 ahead of Beaumont's execution. -

Further this deponent saith not. -
 J. Savage

John H. Wright being first duly
 sworn deposed and says:

Sometime in January 1886 J. H.
 Harrell applied to me to
 borrow \$1500. - saying at the
 time, that he owed Morris &
 Sons about \$600. - which he
 wanted to pay - I arranged
 with Morris & Sons to let him
 have the amount he required
 in addition to what he
 owed them and take a deed
 of trust upon his land for the
 whole amount - Morris & Sons
 authorized me whenever the
 deeds were prepared and all
 prior liens paid to draw on
 them at sight for the amount
 needed. I examined the records

and found a judgment against
Mr Harrell in favor of Barham
& Pollard for \$100. - which
judgment Barham & Pollard
afterwards wrote me was
subject to a credit which
would reduce the debt to only
a little more than \$50. -

Mr Harrell came to see me
by appointment to arrange the
deed for Morris & Sons,
at which time I informed
him of Barham & Pollard's
judgment and that the same
must be paid before I
could give him a draft on
Morris & Sons. Mr Harrell
told me at that time that
he had paid this judgment
in full and had the receipt
of Geo. T. Cox Deputy Sheriff
for the same. I required
him to produce the receipt
and he appointed the following
day saying that he had it
at home and had not brought
it with him. I had forgotten
at the time that Mr Harrell had

previously consulted me to know
whether that receipt was suf-
ficient - On the following day
he came again to my
office and brought the
receipt with him - Upon
examining it I found it to
be a receipt in full of
the claim in favor of
Barkham & Holland against
Harrell and Thompson
gave Mr. Harrell a draft
upon Morris & Sons for the
balance due under the arrange-
ment with them - I thought I
had returned the receipt to
Mr. Harrell, but some time
afterwards he called on me
for it saying that either
Judge Kilby or Mr. Fulgham
the Sheriff, I forget which,
wanted to see it - I have
searched for it, but cannot
find it though I recognized
it at the time as being in
the handwriting of Mr. Geo. J.
Cox. - ~~The~~

I did not consult either Mr. Cox or

Mr. Fulgham the Sheriff on the subject. -

Further this deponent saith not.
Jno. H. Wright.

Saturday: Sept 18. 1886

Present: Jno. H. Wright for depts.
William J. Kelly for Plffs.

H. T. Lawrence being first duly sworn in answer to questions deposes and says:

1 Q. State your age, residence, occupation and do you know the parties to this suit? -

A. 42 years old, Mansfield County Farmer, I know the parties to this suit. -

2 Q. Were you present at the time that Jno. T. Cox Deputy Sheriff levied upon a lot of pecans to satisfy an execution agt. J. H. Carrell and in favor of William H. Holland?

A. I was on the premises in sight, but not in hearing. —

3 Q. Did you make any claim that the corn or other property then at the time belonged to your wife?

A. No. —

4 Q. Did you ever have any conversation of any sort with Mr. Cox relative to the matter?

A. No. —

~~Further this deponent saith~~

Cross-Examined.

1. Q. Do you know on what day Mr. Cox was there?

A. No. — It was in the Fall, but I don't know the month year or day. —

Further this deponent saith not. —

James O. Savage being first
duly sworn in answer to questions
deposes and says:

1. Q. Were you present when the levy
was made by J. T. Cox Deputy
Sheriff on peanuts and other
property to satisfy an
execution against J. P. Harrell
in favor of Braham Holland?

A. I was present.

2. Q. State ~~who else was present at~~
~~the same time, or whether~~
Mr. H. J. Lawrence was present?

A. No. He was not.

3. Q. Has any claim to any of the
property made by or on behalf
of ~~any other person than~~
~~J. P. Harrell~~ Mrs. Lawrence
the mother of J. P. Harrell?

A. No. Mrs. Lawrence's name
was not mentioned.

4. Q. Was the property levied on by Cox

and Beamon sufficient to satisfy both executions held by them?

Excepted to as not in rebuttal.

A. I don't know what Mr. Beamon levied on nor the amount of the claims. Therefore cannot tell.

S. Q. The two executions amounted to less than \$160. Beamon levied on 20 barrels of corn 3000 lbs of fodder and 70 bushels of peanuts. While Cox levied on 19 sacks of peanuts and about 50 bushels in bulk. You yourself have estimated the total quantity of peanuts at something over 150 bushels & 29 sacks filled and almost as many more in bulk. If your estimate is correct and you add thereto the corn and fodder specified in Beamon's levy what was the whole of it worth?

A. If my estimate was correct there

would be a plenty. - Worth about
\$184. 50. - I don't ~~not~~ know
whether there would be enough
to pay costs and all, - But do
^{not} know whether it would
^{sell} at auction for as much as
I have estimated. -

Cross. Examined:

1. Q Was ~~not~~ your estimate a mere
guess as to quantity?

A. Yes - I did not see anything
but the peanuts. -

2. Q Did you or not say on that
occasion that the property
belonged to Mrs. Lawrence
or that she would or did
claim it or part of it?

A. I do not think Mrs. Lawrence's
name was mentioned by either
one of the three Mr. Farrell,
Mr. Cox or myself. - I have never
known Mrs. Lawrence to set up
any claim to any part of it. -

The peanuts were in a shed on Mrs. Lawrence's place - The corn and fodder I suppose was at Mr. Harrell's -

Further this deponent can't recollect.
J. J. Savage

J. H. Harrell being first duly sworn in answer to questions deposes and says:

1. Q. When you delivered or agreed to deliver the mule alluded to in evidence to Geo. T. Cox did you or not agree to furnish feed for the mule?

A. No. I did not. -

2. Q. Did you impose any restrictions or ask any postponement of the sale of the mule?

A. Not at that time. - No sir.

3. Q. Did you ever ask Mr. J. H. Wilson to see Batham Pollard for

you, and got them to accept the mule in satisfaction of their claim against you, if so state when?

A. Mr. Vinson and I had some such talk as that early in the Fall. I could not say what time it was to save my life. - But after I had delivered the mule to Mr. Cox, Mr. Vinson said to me that 'he thought I was rather hasty, that he thought he could have gotten some boot from Barham & Pollard. - If he made any such application to Barham & Pollard after that it was not on my request. -

Cross. Examined:

1 Q. Did you at any other time than the time referred to in your second answer above, impose any restrictions as to sale or postponement of sale of the mule?

Q. Mr. Cox and I had several different talks after that about the mule, but I did not consider that I had any right to postpone the sale of the mule and did not intend Mr. Cox to think so. --

2. Q. By whom did you send that mule to Mr. Cox?

A. By a colored man who kept an oyster-saloon at Stevens station. He was a stranger there and I do not recollect his name. --

Re-Examined

1. Q. Was the mule after delivery to Cox held at your risk or his own?

A. At his own. --

Re-Cross-Examined:

1. Q. Did you not, at least on

one occasion go to the livery
stable where he had been delivered
after the rule?

A. No, Sir - I never went after
him - On one occasion, in
passing there, I asked what
his board was?

Further this deponent said
not. -

J. H. Barrell

John H. Wright being sworn makes
the following statement:

Mr. Kilby in his deposition states
that in his interview with me
relative to the receipt given
Barrell by Cox, says that I
told him I had found Barrell
was mistaken in having a receipt,
that I had all along been under
the impression that Barrell had
such a receipt, but found that
I was mistaken. - This was an
utter misapprehension of my
statement to him - My statement

was, that Parrell claimed to have delivered the receipt to me for safekeeping, but that I thought that I had returned it to him, and the mistake upon my part was in supposing that Parrell then had it. — I knew he had brought it to me upon my demand therefor before delivering to him the money for Morriss Sons — But I had never been able to find it and between Parrell and myself it had been lost or misplaced. —

Further this deponent saith not. —

Jno. H. Wright

Taken, sworn to and subscribed before me at the times and place mentioned therein. —

Robt. P. Platts,
Commissioner in Chancery
30. Sept. 1887.

1

23rd

The depositions of A. H. Baker & also, taken this day
of July 1886, before me Geo. H. Wright, Notary Public,
by consent of parties, to be read as evidence in
behalf of the Defendants, in a certain cause
in Chancery pending and undetermined in the
Circuit Court of Hanson and County, wherein
Bachman & Pollard are Plaintiffs and John H.
Wright Trustee & also are Defendants.

Present Wilbur J. Kilby for Plaintiffs

" Geo. H. Wright for Defendants.

A. H. Baker, being first duly sworn deposes and
says:

Q 1st What is your age, residence and occupation?

Ans I am 29 years old, reside in Suffolk, and agent
for Sale of Lumber and U. S. deputy gauger.

Q 2 State what you know of a levy upon the property
of Jos. H. Hamell by Geo. J. Cox, Deputy Sheriff to
satisfy an Execution in favor of Bachman and
Pollard?

Ans. I don't know any thing about an actual levy
being made, but have good reason to believe
that one was made. Thos. W. Beaumont, Constable
came & notified me that he failed to En-
dorse on the back of an Execution in favor of
"The American Fertilizer Co" which I represented

the property which he had levied on for me; that
J. F. Cox, Deputy Sheriff, had an Execution in favor
of Buckino Pollard, and had levied on the same
property; Beamon & Cox both came to see me
one Saturday night, & asked me to release my
claim; I refused to do so ^{after consulting counsel} on the following Mon-
day morning met them at Stevens Station, &
found there Hannell. Beamon & Cox, Hannell had
there one load (13 bags) of Pea rents, for Cox, levied
on by both Beamon & Cox, but brought out by
order of Cox. after talking the matter over for two
hours, Cox claiming under his Execution & un-
der that in my favor, each claiming priority;
Cox agreed to relinquish all right to Pea rents
Corn fodder, if I would relinquish the right I
had in a rule, belonging to Hannell. It was
agreed that if I could not get the corn & Pea rents
I should have the rule. I did not count the
rule, I knew his tricks, but led Cox to think
I would gladly accept the rule, that he was
well worth the amount due me. Thereupon Cox
accepted the rule and released the Pea rents. It
was Hannell's object & interest for me to have the
Pea rents & Corn, as I had promised to compromise
my claim with him and allow him enough
to live on another year. ~~Thus~~ the rule was
a nice chunk of a rule & would have sold
for Eighty or Ninety dollars, to any one who

did not know his ticks, but I knew him and
Cox did not. If you put the Saddle on him before
libeling him he would kick things generally,
but if you put him in the shafts without the
saddle, he went & worked well enough; knowing
his ticks I would not have brought him away
for him. I knew how much Corn & Pea rents
Hauell had. Knew that by getting them I could
accomplish what I wished. Before I got a
judgment I had an agreement with Hauell that
if he would give me a bill of Sale I would
^{have} ~~take~~ his property in my name and come in
equally with Frank Morris who had furnished
him with provisions while I furnished guns.
It was Hauell's intention to give me a bill of Sale
but he was pressed by two other claimers and did
not have time, so confessed judgment in my favor.

Q 3 Did you or Beaman release the Pea-rents on
which Beaman had levied & if so, why?

Ans We both contended for the Pea-rents, each claiming
priority, and did not release the Pea-rents.

Q 4 You say it was agreed if you could not get the Corn &
Pea-rents you should have the rule; why did you
^{have} any doubt about the Corn & Pea-rents & accept the
alternative of taking the rule?

Ans. Because of the advice I had from Counsel that if

Beamon failed to Endorse on his Execution the property levied on. Cox had the preference. It was a clear case of bull-dozing on my part; that I would have to go on Beamon's bond for redress.

Q. 5 Then you really thought that Cox's levy was superior to Beamon's?

Ans I did.

Q 6 And that you could not hold the Peanuts?

Ans Yes.

Cross Examined

Q 1 Do I understand that the judgment confessed in favor of "American Fertilizer Co" against Hancell was confessed in pursuance of an agreement that the Peanuts, Corn & fodder, which should be levied on under the Execution thereon, should be held ^{part in} in your name ^{for Hancell's benefit & balance} & sold & Hancell to receive part of the proceeds & you the balance on account of the judgment?

Ans No Sir, I did not so understand. All that Hancell could possibly spare was to be sold & proceeds to go to satisfy my judgment, & balance if any to be paid Morris on Hancell's account. I sold the Peanuts to Morris in my name, & took \$45.00 on my claim & left the balance, amount about 15 or 16 dollars, ^{I think.} with Morris for Hancell.

Q 2 Do I understand you to say that the Execution on your judgment had been levied on Peanuts

as before Cox levied under Execution in favor of
Barham Pollard, and that you therefore contend-
ed for priority, notwithstanding you had been
advised that because the Constable had not en-
dorsed the levy on your Execution, you did not have
priority?

Ans. I contended that I had priority. I made Cox be-
lieve that if he took the Pea rents I would make
him release them, though I knew at the time
I had no right to them. My object was to make
Cox believe that I had priority.

Q 3 Was ^{it} your object, in trying to make Cox believe
that, to induce him to take the rents and let
you hold the Pea-rents?

Ans. The taking of the rents was an after thought
of Hamell & not my own.

Q 4 Did you & Hamell co-operate in the scheme?

Ans. I can't say that. Hamell said to me, ~~if you lose~~
~~the Pea-rents~~, "let's give Cox the rents" and you
take the Pea-rents. I remarked, in Cox's presence
"I can get my money out of the rents, he is worth
amount of my claim & I will take the rents",
none of which did I mean, but to induce Cox
to take the rents, and make him believe that
he could get his claim out of the rents, so that
I could get the Pea-rents. Then Cox said "if you
will relinquish your right to the rents, I will re-
linquish mine to the Pea-rents," & I took the

Pea rents she took the rule.

Q 5 Did you did not think, with your knowledge of the rule his tricks, that ~~it would be~~ you could more safely & with less trouble certainly get your money out of the Pea rents than out of the rule?

Ans The probabilities were that I could have got every dollar of my money out of the rule, but I preferred handling the Pea-rents, as there was less risk to run owing to the rule's tricks.

Q 6 So you thought you would let Cox take the rule & take the chances to make his money out of him?

Ans Yes Sir.

Q 7 Did I understand you to say that Cox knew nothing of the rule's tricks?

Ans I don't think he did.

Q 8 Was not Cox really deceived into taking the rule and giving up the Pea rents?

Ans I think he was thoroughly. The rule was not thus delivered, as Hull wanted to haul the Pea-rents with him, and he was sent up to Cox that evening - I remained there & shipped the Pea-rents.

Re-Examined

Q 1 Then you took the Pea-rents and shipped them in your own name, not by virtue of the log made by Beaman, but by virtue of the agree-

ment between yourself, Hamell and Cox?

Ans. I did. I did not consider Beaumont's first levy legal, and after the agreement with Cox I directed Beaumont to return to Hamell's and levy on every thing there should it

Q 2 Was that after Cox had made his levy?

It was and Cox showed Beaumont how to endorse his levy on the papers.

Re. Cross Examined -

Q 1 Did you not just say in answer to that answer to Q 1 above, was calculated to mislead?

Ans. I did, but have explained in my answer.

And further this deponent saith not.

A. H. Baker

Thos. N. Beaumont, being first duly sworn deposes and says:

Q 1 What is your age, residence & occupation?

Ans. I am 40 years old, reside in Hanson and County & by occupation am a farmer.

Q 2 State what position you held at the time the levy was made by J. P. Cox on Execution vs J. H. Hamell in favor of Bachman Pollard, and what you know about the transaction?

Ans. I was then a Constable. I came to Suffolk

& saw Mr Baker looking for J. H. Hamell & told him where Hamell was, & met Hamell & brought him & Baker together. We all went to Mayo's office, and Baker got judgment (Hamell confessing judgment) on two accounts against Hamell. The next morning I went to Joe Hamrell's and levied on Pea rents, fodder & corn, for A. H. Baker as agent of "American Fertilizer Co." Pretty soon Cox came down (I am not sure whether it was the same day or not) and levied on the same property to satisfy an execution in favor of Barham Pollard. I told him I had levied on the property he asked me what I had levied on, and if I had it on the back of my warrant. I told him yes, that I had it on a piece of paper at home. He replied, "I think I've got you", my claim is ahead of yours by your not specifying on your warrant, what you levied on, that I had better give it up." I told him I would not give it up until I saw Baker. We came to Suffolk and saw Baker, who told me to hold what I had. I was not satisfied on my own account as an officer, & Cox & myself consulted C. H. Causey, Atty for Commonwealth, and I asked him whether I was right or wrong to hold the property under my levy or whether Cox was right. Causey got a Law book & told me he thought Cox was right & I would have to

give way, by not endorsing any warrant what property I had levied on. I told Cox I would come see Baker, found Baker at Lem Bellicans' & told him what Causey had said. He told me not to release the property until he got further advice. So I held on to it, and so did Cox. I went home, & the next day, Cox, Baker & myself met at Steve's Station. I know nothing about the transaction concerning the rule. Hamell bro't 13 bags Pea rents, I think, and delivered them to Cox, who had ordered him to bring them. Baker, Cox & Hamell went off to themselves, & I did not hear what passed between them. When they came back, Baker said Cox had the rule and he had the corn, fodder, Pea rents & household furniture & directed me to levy on it all and fix my papers right this time, & I did so. Baker shipped the Pea rents Hamell had brought to Cox, and ~~Hamell~~ Cox came on home & Hamell sent the rule to him that afternoon.

Q 2. When you found Hamell hauling the Pea rents in compliance with Cox's order, did you then contend for them under the first levy you made and I did until the other three went off and arranged the matter between themselves, & after Cox agreed to take the rule I re-levied on what Hamell had left at home.

Q 3 After advising with Capt Causey, were you

satisfied that Your levy was improperly made & that Cox's levy was superior to Yours?

Ans. Capt. Causey being the Commonwealth's attorney & I a constable, I considered him the proper party for me to consult, and when he advised me that I was wrong in re-endorseing the articles levied on upon the back of the warrant, I thought I had made a mistake and that Cox had precedence over me.

Q 4 Being convinced then that You were in error did You take any other steps to secure the property, or did You relinquish the property to Cox?

Ans. I held on to it until Baker & Cox came down and arranged the matter between them & Haull.

Q 5 If Your first levy was good, why did You make the second?

Ans. Baker did not think the first one good and directed me to make the second.

Q 6 How did You make the levy, when You first went to Haull's after he conferred judgment on Baker's claim?

Ans. I went there and looked at his corn, fodder & Pea rents & told him not to disturb it except such as he might claim under the Poor-law.

Cross-Examined.

Q 1 When You made Your levy, did You make a

memorandum of the articles levied on?

Ans I did of the Corn, fodder & Pea-rents, on back of an envelope; 20 Bbls Corn, 3000^{lbs} fodder, and 70 Bw Pea-rents.

Q 2 Did you tell Mr Cox of this levy before he levied?

Ans I did.

Q 3 Did you afterwards endorse the articles levied on by you on your Execution.

Ans I did, after Cox had levied.

Q 4 How many Horses & mules did Hannell own at that time -

Ans One horse & one mule.

Q 5 Was he engaged in farming at that time?

Ans He was.

Q 6 You say, that by some agreement, the particulars of which you did not hear, between Cox, Hannell & Baker, Cox was to have the mule, & Baker the Pea rents &c, tell us now what you know of the characteristics of the mule.

Ans He was not fit for any one to work. You could not get work out of him, by running the risk of his kicking you. I should think the mule was almost worthless to any body. To stand off & look at him, he would fool any body. He was troublesome to hitch in any way.

Q 7 Did you ever have an interview with Mr Hannell with reference to any receipt, alleged to have been given by Cox to him for the mule? If so state

it as near as you can -

Ans I have. I thought this case was settled until some months ago. I was in W. J. Kilby's office, shortly after the May election 1885. Mr Kilby asked me to go to Hamell's and ask him if he had a receipt that Cox had given to him to let me have it & bring it to him so that he could see it & if he would not let me have it for me to take a copy & bring it to him. I asked Hamell if he had a receipt from Cox. He said "yes". I then told him that Mr Kilby asked me to ask him to let me have it and bring it to him so that he could see it. He said he would not. I asked him to let me see it & get a copy of it. He said he would not. This was at his house. I returned & told Mr Kilby what he said. Mr Kilby told me his object was to ascertain whether he must make his claim out of the Sheriff or still look to Hamell for it.

Re. Examined -

Q 1, You say in answer to question 3 on Cross examination that you afterwards endorsed the articles levied on by you on the back of your Execution. Did you not make this endorsement of the articles levied on when you went to make your second levy as directed by Baker?

Ans It was before I made the second levy.

Q 2 What endorsement did you make for the second

levy made by you by Baker's direction?

Ans. I made the Endorsement on the same warrant, of the second levy, & named the articles.

Q 3 Will you get that warrant and file it with your Deposition?

Ans. - I will.

Q 4 What other property did Hamell have at the time you levied, and did you not find there sufficient property to satisfy the Execution you had as well as that held by Cox?

Ans. He had 20 Bolls Corn, 3000^{lbs} fodder, about 70 Bus Peanuts, and some household furniture, all this in addition to the Poor-law Exemption.

Q 5 What was the amount of your Execution?

Ans I don't recollect, but less than \$100.⁰⁰

Q 6 What was the amount of Cox's Execution?

Ans I don't know.

Q 7 What was corn or fodder worth at the time?

Ans. I don't recollect.

Q 8 Was there not sufficient property above the Poor Law Exemption to satisfy the claims held by both yourself & Cox.

Ans There was enough to satisfy mine; I don't know how much Cox's claim was.

Q 9 Was there enough property besides Peanuts to satisfy your claims?

Ans. The corn was in the sheath. I don't know what was the condition of the fodder. If it was good

and not too much shot came in the lot, I think there was probably enough.

Q 10 Did you know the rule in question while Harrell owned him?

Ans I did.

Q 11 Did Harrell work him successfully?

Ans I never saw him except as he would pass my house in a cart, & can't say.

Q 12 Do you know of any other trouble about the rule except his propensity to kick when libeling him?

Ans No other that I know of.

Re - Cross - Examined.

Q 1 At the time you made your levy would not the Poor-law cover pretty much all the household and kitchen furniture of Mr Harrell?

Ans Nearly all; some few articles of not much value, were not exempt; they were hardly worth noticing =

And further this deponent saith not.

J. H. Beaman

J. H. Vinson being duly sworn, for Plaintiffs deposes & says:

Q 1 What is your age, residence & occupation?

ans I am 35 years old, reside in Haverhill Co
& am a farmer.

Q 2 Did you ever bear a message from J. H. Hamell
to Barham & Pollard, with reference to the rule
which had been turned over to Mr Cox to be sold
to satisfy their claim against Hamell? If so
state when & its purport.

ans I don't know when exactly, but directly after
Cox got the rule. Hamell came to me & asked
me if I would go to Barham & Pollard & see
whether they would take the rule for their
claim & if they would not give him some dif-
ference, as he wanted 15 or 20 dollars difference.
I went to them & asked them if they would
take the rule & pay any difference. Mr Barham
told me he could not do it unless he could
see the rule, but would leave it to me, if I
thought the rule worth the money, if I would
go back & send him, he would write Mr Cox
to give up his papers. He asked me what I
thought of it, as I knew the rule, & I told him
that I would not advise him to take the rule.
I advised him to come & look at the rule and
he said he would. I did not want to put the
rule on him unless I thought he could
make his money out of him.

Q 3 From your knowledge of the rule, what was he
worth, for the purposes of satisfying that claim?

Ans Some men could have taken him and got the money out of him, but I don't think he was worth any thing?

Q 4 Why not worth any thing?

Ans Because he kicked so bad you could not hitch him. He was all right after you got him hitched, and any boy could work him, but the trouble was in hitching. Half the time you could not put a collar on him, except by putting it over his head; you could not buckle it on him; he was as bad to unhitch as he was to hitch, you must undo a certain part of the harness first, the back band had to be undone & saddle taken off before the legs were unfastened, or he would kick you certain.

Q 5 You are certain, are you not, that Mr. Hannell asked you to carry the message referred to, after the rule had been turned over to Cox?

Ans I am certain. It was about ten days after. I wrote them two letters before I went.

Q 6 Did Mr. Hannell ever say any thing to you about his having a receipt from Mr. Cox for the rule or the claim of Barham & Pollard against him? or the note itself of Barham & Pollard against him?

Ans He said frequently that he had the note. I don't think he said any thing about a receipt. He said he had Cox all right, that he had the note. This was after Cox had taken the rule, and right after I went

to see Bachman & Pollard.

Q 7 Did you understand Mr Hamell to mean that he had the note of Bachman & Pollard and relied upon it to show that the claim had been settled?

Ans I so understood it.

Cross Examined

Q 1 Did you ever work the rule in question?

Ans I did.

" 2 How did he work?

He worked very well after getting him hitched.

" 3 If you understood his peculiarity was there any trouble in hitching him?

Ans Yes, he was troublesome any way, but one who understood him was less liable to be kicked. After getting him hitched he was as good a work rule as I ever ^{worked} ~~saw~~. Any one who knew him had to be very particular in hitching & unhitching him; if you knew him he would kick you and if you did not know him he would kick you sure. I worked him two weeks & he kicked me every day. Sometimes he would hunt me, and at others he would riot. I was present when he was sold in front of the Court House & he brought about \$20⁰⁰ at public sale.

Q 4 How long had Cox had him before the sale?

Ans I think about five or six weeks. He tried

to sell him privately & every body wanted him
hitched & Cox could not hitch him. I came
up here on one occasion & hitched him for
him, but he had been standing in the stable
some time & it took me a good while to hitch
him. After he was hitched he worked well enough.

And further this Depoent saith not.

J H Vinson

Taken and subscribed before me this
27th day of July 1886, at my office in
the Town of Suffolk Va -

Jno H. Wright J.P.

Ken

Barham Pollard
v. J. Conners
Report.

Jos. H. Harrell & Co.
Dated 30. Sept. 1887

Exception made

in the - 1887

May 25. 1892

Confirmed 14th.

Octo. 1892

1887. Octo. 1st. Filed
C/K

Barham & Pollard

vs.
Joseph H. Hamrell & al.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, filed on the 30th day of September 1893 (the same being a Report of the collection of money and the disbursement thereof in pursuance of the decree entered herein on the 10th day of April 1893), and was argued by Counsel.

On consideration whereof the Court doth approve and confirm the said Report to which no exception has been taken and doth adjudge, order and decree that the proceedings had herein be final and binding between the parties; and nothing more remaining to be done herein it is ordered that this cause be removed from the docket.

Barham & Pollard

vs. } In Chy

Jos. H. Harrell & al.

In the Circuit
Court of Chase-
mond County
October 11th 1893

Final decree,
To be entered.

CMT

Entered in Chancery
Order Book
No. 2, Page 511.

The joint and several answers of Jos. H. Hamell, Geo. H. Wright Trustee & Wm H. Morris, Frank Morris, Samuel B Morris & Virginia Morris, merchants and partners in trade under the name and style of Wm H. Morris Sons, to a Bill in Chancery Exhibited against them in the Circuit Court of Hancock County by Wm R. Bachman & R. E. Pollard, merchants and partners in trade under the name & style of Bachman & Pollard.

These Defendants, saving and reserving to themselves all benefit of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Bill contained, for answer thereto or to so much or such parts thereof as they are advised it is material or necessary for them to answer, answering say:

These respondents do not deny that Bachman & Pollard obtained a judgment vs Jos. H. Hamell as charged in said Bill, nor do they deny the Execution of the Deed of Trust to secure to Morris Sons the payment of the Sum of \$500⁰⁰ no part of which has yet been paid. But these defendants say that at the date of Execution of the Deed from Elizabeth Lawrence & Henry J. Lawrence to Jos. H. Hamell for the tract of land in the Bill mentioned, the said Judgment in favor of the Complainants, Bachman & Pollard

had been fully paid and satisfied by the said Jos. H. Harrell, who at that time held the receipt in full of Geo. J. Cox, Deputy Sheriff of Lawrence County, into whose hands a writ of Fieri Facias, upon the said judgment had been placed, and who had taken property of the said Jos. H. Harrell to satisfy the same, the said Jos. H. Harrell was indebted to Morris & Sons, before the Execution of said Deed of Trust, more than \$600⁰⁰, and in order to secure the said debt, the said Morris & Sons loaned him the additional sum sufficient to make the amount of \$1500⁰⁰, & took therefor the Deed of Trust, but would not have made the loan or taken the said Deed, except by the prior removal of all other liens, and they considered the receipt in full of the officer who was entrusted with the Execution of the Fi Fa, a sufficient satisfaction of the said judgment, and thereupon loaned their money & took the Deed of Trust.

And these defendants further say that they should not be subjected to the annoyance of this Suit, because the complainants have their remedy at Law by action against the Sheriff, and that the complainants had notice, before the filing of this Suit, of the payment of their demand to the Deputy Sheriff as aforesaid; the receipt for which has been

in some way lost or destroyed, but which can
be fully Established.

And these respondents further say that if the said
land is, under the circumstances above set forth,
still subject to the Complainants' judgment, that
at the time of filing the said Bill the same had
been rented out for the years 1886, & the rents of
the same for this year would more than satisfy
said judgment, and could be subjected thereto by
action at Law, and avoid the expense and an-
noyance of a protracted Chancery suit.

And having fully answered the Complainants'
Bill, these Defendants pray to be hence dismissed
with their reasonable costs by them in this be-
half Expended, & they will ever pray &c.

Jos H. Wright S. C.

Wright p.d.

Barham Pollard

v. } In Chap —

J. H. Hamell & als

Answer of
Defendants.

1886. May 28th: Filed

This deed, made the 30th day of January in the year eighteen hundred and eighty-five between Joseph H. Harwell and Martha B. his wife of the County of Nansemond in the State of Virginia of the one part, and Geo. H. Wright chosen as Trustee for the purposes herein named, of the said County and State of the other part: Witnesseth, that the said Joseph H. Harwell & Martha B. his wife do grant unto the said Geo. H. Wright, Trustee, the following property, to wit: That certain tract or parcel of land containing One hundred & fifty acres more or less, which by Deed dated the 27 day of January 1885 and duly recorded, in the Clerk's office of Nansemond County Court, was conveyed to said Joseph H. Harwell, by his mother, Elizabeth Lawrence and Henry J. Lawrence, her husband, to which Deed reference is here made for more accurate description, and bounded by the lands of Kate G. Woods, Beamon's 'Mill pond' the Burroughs tract, the lands of Jesse Vaughan and the lands of Elizabeth Lawrence.

2^d Three working teams (two horses & one mule) two carts & harness, farming implements and all the live stock, cattle and hogs, on the said farm and owned by said Joseph H. Harwell.

In Trust, To secure W. H. Morris & Sons of the City of Norfolk Va. the payment of the sum of Fifteen Hundred (1500⁰⁰) evidenced by a Note for that sum, executed by said Joseph A. Hamell, in favor of W. H. Morris & Sons and payable one year after date, and even date with this deed, and upon the further trust that the said Joseph A. Hamell shall remain in quiet and peaceable possession of the above granted and described premises, and take the profits thereof to his own use, until default be made in the payment of the debt aforesaid, in whole or in part, when the same shall be due and demanded, and upon such default being made the said Jno. H. Wright Trustee shall, so soon thereafter as he shall be requested ^{by the said} W. H. Morris & Sons so to do, sell the above granted property at public auction, at such time and place, and upon such terms and conditions as he may deem expedient, having first given notice of such time and place of sale for at least Twenty days, by advertisement in one or more newspapers published in the Town of Suffolk, and out of the

proceeds of such sale, after paying all the expenses attending the execution of this trust, including commissions on said proceeds of sale to the said Trustee, of five per centum shall pay to the said W. H. Morris & Sons or their assigns, the debt aforesaid, with interest thereon, or so much thereof as may remain unpaid, and the balance, if any, to the said Joseph H. Hawell or his assigns.

And the said Joseph H. Hawell covenants that he will, during the continuance of this trust, and at his own proper costs and charges, keep insured the buildings upon the aforesaid lot or parcel of land against casualties by fire, in some good insurance company, in a sum not less than five hundred dollars, and assign the policy of insurance thereof to the said Trustee, who shall hold the same as additional security for the payment of the debt aforesaid; and that if he, the said Joseph H. Hawell, shall fail to keep the said buildings insured as aforesaid, then the said Trustee may cause the same to be insured at the expense of the said Joseph H. Hawell and the premium of such insurance shall, if not paid

by the said grantor upon re-
quest of W. H. Morris & Sons bea-
charge upon the ~~the~~ trust property
aforesaid. The said Joseph H. Har-
rell covenants that he will war-
rant generally the property hereby
conveyed, and will pay all
taxes, levies and assessments
upon said property so long as
he or his assigns, shall hold
the same. And the said gran-
tors hereby waives the benefit
of their homestead exemption as
^{the aforesaid debt and obligation, and as.}
to this contract.

Witness the following signa-
tures and seals:

J. H. Harrell (Seal)
Mattie B. Harrell (Seal)

County of Hansemond, to-wit:

I James O. Savage a Justice of the
Peace for the County aforesaid,
in the State of Virginia, do certify that Joseph
H. Harrell whose name is signed to
the writing above, bearing date on
the 30th: day of January in the year
eighteen hundred and eighty five
has acknowledged the same
before me, in my County aforesaid
Given under my hand this
30th: day of January in the year 1885;

J. O. Savage J.P.

State of Virginia
County of Hansemond, Towich;
We J. O. Savage & James B. Phil-
hower, Justices of the Peace for the
County of Hansemond, in the State of
Virginia, do certify that Martha B.
Harrell the wife of Joseph W. Harrell
whose names are signed to the
writing above, bearing date on
the 30th day of January in the
year eighteen hundred and
eighty-five personally appeared
before ~~us~~, in the County aforesaid,
and being examined by us
privily and apart from her
husband, and having the writing
aforesaid fully explained to her, she,
the said Martha B. Harrell acknowledged
the said writing to be her act,
and declared that she had willingly
executed the same and does
not wish to retract it

Given under our hands this 30th:
day of January in the year 1885.

J. O. Savage J. P.
James B. Philhower J. P.

In the Clerk's Office of Hansemond County Court, the 17th:
day of February, 1885.

This deed of trust was presented with the certificates an-
nexed and admitted to record.

Attest

Teste:

Peter B. P. Clerk

Teste

Peter B. P. Clerk

For

Joseph H. Heanell
& wife
To { City Deeds Trust
John H. Wright Trustee
for W. H. Morris & sons

Exhibit D.
filed with the
Bill

This Deed Made this, the 27th:
day of January in the year
eighteen hundred and eighty-
five between Elizabeth Lawrence
and Henry T. Lawrence, the hus-
band of the said Elizabeth Law-
rence of the County of Nance-
mond in the State of Virginia
parties of the first part, and
Joseph H. Harrell, of the said
County & State party of the
second part,

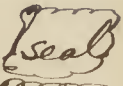
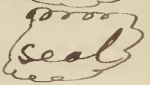
Witnesseth, That in con-
sideration of natural love
and affection for her son
Joseph H. Harrell, the said
parties of the first part do
grant, with general warran-
ty, unto the said party of the
second part, the following
property, to wit: That cer-
tain tract of land in Nance-
mond County being part of
the Estate of Wm. J. Harrell decd.
and which was purchased
after his death by the said
Elizabeth Lawrence (for-
merly Elizabeth Harrell & wid-
ow of said Wm. J. Harrell decd.)
situated in Sleepy Hole Magiste-
rial District in the said County,
and bounded and described as,

follows: beginning at the head
of what is called the "big
branch" on said Howell tract
and following the run of said
branch one hundred yards
more or less to a ditch, thence
along said ditch, North to the
line of Jesse Naughan's land thence
East to the "Burroughs" tract thence
along the line of the Burroughs
tract, (the line being recently
marked) to a corner of the
Burroughs tract & thence South
along the line of the "Burroughs"
tract, to the line of Mrs. Kate G. P.
Wood's land and along the "big
ditch" which divides the
land of Mrs. Wood, from that
hereby conveyed to a cor-
ner at a marked cherry tree
near the ^{barn} ~~base~~ of the said

Mrs. Wood, and from said
Cherry tree in a line along
Beamons Mill pond to the
starting point, the land hereby
conveyed containing one
hundred and fifty acres,
more or less.

Together with all and sin-
gular the appurtenances belong-
ing thereto.

witness the following
signatures and seals

Elizabeth Lawrence 
Henry J. Lawrence 

County of Hansemond, Iowa

I, Jno. H. Wright, a Notary Public
for the County aforesaid, in
the State of Virginia, do certify
that Henry J. Lawrence, whose
name is signed to the writing
above, bearing date on the 27th
day of January in the year
eighteen hundred and eighty
five has acknowledged
the same before me, in my
County aforesaid

Given under my hand,
this 27 day of Jan in the year 1885
Jno. H. Wright
Notary Public.

State of Virginia }
County of Hansemond, } Do wit

I, Jno. H. Wright a Notary Public
for the County of Hansemond, in
the State of Virginia, do certify
that Elizabeth Lawrence
the wife of Henry Lawrence
whose names are signed
to the writing above, bearing
date on the 27th day of Jan in

the year eighteen hundred
and eighty five, personally ap-
peared before me, in the
County aforesaid, and being
examined by me privately and
apart from her husband, and
having the writing aforesaid
fully explained to her, she, the
said Elizabeth Lawrence ac-
knowledgeed the said writing to
be her act, and declared
that she had willingly execu-
ted the same and does not
wish to retract it.

Given under my hand this
27th day of Jan in the year 1885,
Jno. W. Wright
Notary Public

In the Clerk's Office of Mansfield County
Court the 19th day of February, 1885.
This deed of gift was presented
with the certificates annexed
and admitted to record

Teste:

Peter B. Prentiss Clerk

A copy

Teste:

Peter B. Prentiss. Clerk

Elizabeth Lawrence &
Henry J. Lawrence
To & copy thereof
Jno. W. Harrell

Exhibit C.
filed with the
Bill.

Jos. H. Hamrell

To Barham & Pollard Dr.

To Amt. of judgment ob-
tained 26 Feby. 1884 -
" Int. from 1 Dec. 1883 to
1 Jan. 1884 - 1 m.

= \$100 00

50

100 50

46 86

53 64

8 99

\$ 62 63

By Cash paid 1 Jan. 1884

To Costs of suit

Balance due
with interest from 1 Jan.
1884 to.

Barham & Pollard

vs. } In Chy

Jos. H. Hamrell & al.

Exhibit B
filed with the
Bill

In the Clerk's office of the Circuit
Court of Nausemond County, on
Tuesday the 26th day of February, 1884.
Wm. R. Barham and B. G. Pollard Merchants
and partners in trade under the firm
name and style of Barham & Pollard Plaintiffs
Against } In debth Bond
Joseph H. Hearrell Defendant

This day came the plaintiffs by their
attorney and produced a Power of At-
torney, for confessing judgment in
this action, under the hand and
seal of the defendant, which had
been duly executed; whereupon
A. W. Chapman appeared for the
defendant, by virtue of the said
power, and the defendant, by his
said Attorney acknowledges the
Plaintiffs' action for One Hundred
Dollars, the debt in the ^{with} ~~suit~~ and
declaration mentioned, with in-
terest thereon at the rate of
six per centum per annum from
the 1st day of December, 1883 Till
paid, and their costs, by them
about their ~~their~~ suit in this
behalf expended;

And the said defendant in mercy.
a copy

Costs:

\$ 6.25-
2.74
\$ 8.99

Teste:

Peter B. Prentiss, Clerk

Docketed 28th:
Feb. 1884

The following is a copy ^{of the Bond} upon
which the foregoing judgment
was founded

" Norfolk Va June 26th 1883
On or Before the First day Decr 1883 I
promise and bind myself my
Heirs to pay to Barham & Pollard, or
order, the just and full sum of
One hundred dollars, for value re-
ceived, and to secure payment
of this debt, hereby convey to said
Barham & Pollard my crops cotton
& Peanuts pledging them the ship-
ment of my entire crops Peanuts
& Cotton or in event of failure
from any cause to do so, to pay
commissions on same, and I
hereby agree to waive all home-
stead exemptions as to this obliga-
tion and contract.

Given under my hand and
seal this 26th day of June 1883
Witness,

J. H. Harrell {seal
Teste:
Peter B. Prentiss Clerk

Barkham & Pollard

vs. } In Chy.

Jos. H. Harrell & al.

Exhibit A. filed
with the Bill.

Buchanan Pollard

to { 4 Exhibits filed
with the Rule

Joseph H. Havell Esq:

In the Circuit Court of Chausse-
mond County, Va.

Barham and Pollard

vs } In Chancery

Jos. H. Harrell and others

To the Honorable George Blow,
Circuit Court Judge in and for
the County of Chaussemond in the
State of Virginia;

Humbly complaining respect-
fully represent and show unto Your
Honor, Your Complainants, W^m R. Bar-
ham and B. G. Pollard, merchants
and partners in trade under the
name and style of Barham and
Pollard,

That on the 26th. day of February
A.D. 1884 in the office of the Clerk
of said Court, a judgment was
obtained by them against Joseph
H. Harrell for the sum of one hun-
dred dollars with interest thereon
from the first day of December
1883 till paid and eight and ⁹⁹/₁₀₀
dollars costs, — which judgment was

founded upon a Bond which waives the right on the part of said Jos. H. Harrell to claim the benefit of his homestead exemption, as will appear by a duly authenticated copy of said judgment and bond herewith filed as part of this Bill and marked "Exhibit A."

That said judgment is subject to a credit of the sum of \$46.⁸⁶ paid on account thereof on the first day of January 1884, leaving a balance of \$53.⁶⁴ and the costs amounting to the sum of \$8.⁹⁹ still due and unpaid, bearing interest from the first day of January 1884, as will appear by a statement of said judgment herewith filed as part of this Bill and marked "Exhibit B".

That the said Joseph H. Harrell declines and refuses to pay said sums of \$53.⁶⁴ and \$8.⁹⁹ and the interest due thereon, or any part thereof, and the same are yet due and payable to your Complainants.

That the said Joseph H. Harrell resides in said County and is seised and possessed of a parcel

of land situated in Sleepy Hole Magis-
terial District in said County, con-
taining one hundred and fifty acres,
more or less, and bounded by the
lands of Kate G. P. Woods, Elizabeth
wife of Henry T. Lawrence, the "Bur-
roughs Land", Beaumont's mill pond,
and others, as will appear by a
duly authenticated copy of the
deed of gift from said Henry T.
Lawrence and wife to said Jos.
H. Harrell, herewith filed as part
of this Bill and marked "Exhib-
it 6".

That by a deed of trust made
the 30th. day of January 1885, or
three days after the date of said
deed of gift, the said Jos. H. Har-
rell and his wife conveyed said
land to John H. Wright, Trustee in
trust to secure the payment of
the sum of \$1500. borrowed by said
Harrell of Wm. H. Morris and Sons,
a mercantile firm composed of
Wm. H. Morris and his sons, Frank
Morris, Samuel B. Morris and Vir-
ginius Morris in the City of Nor-
folk, Va. as will appear by a duly
authenticated copy of said deed

of trust herewith filed as part of this Bill and marked "Exhibit D".

That the said Jos. H. Harrell has not paid any part of said sum of \$1500. so far as Your Complainants are informed and the same is now due and payable to said W^m H. Morris and Sons.

That the said judgment in favor of Your Complainants and said deed of trust, are liens upon said land.

That the rents and profits of said land will not satisfy said judgment and the debt secured by said deed of trust in five years and that, therefore, the said land should be sold and the proceeds applied in discharge of said judgment and debt.

Your Complainants are informed that there are sundry judgments against said Harrell other than the judgment above-mentioned which are liens upon said land and for the satisfaction of which the said land should be sold.

That the said land had been

given to said Joseph H. Harrell and he put in possession thereof, by his mother, the said Elizabeth Lawrence, long before the time of the execution of said deed of gift.

That said deed of gift was made on the day of its date to enable said Harrell to convey the said land by said deed of trust to secure the payment of said sum of \$1500. which he then proposed to borrow and which, three days after the date of said deed of gift, he did borrow as aforesaid.

Your Complainants charge that their said judgment is the first lien upon said land and has priority over said deed of trust and the debt thereby secured and all other liens upon said land.

That said W^m H. Morris and Sons at the time of, and before they lent said sum of \$1500, to said Harrell and took said deed of trust to secure the same, had notice of the said judgment in favor of Your Complainants and of the

fact that said land was subject to the lien of said judgment.

In consideration whereof Your Complainants, being without remedy save in a Court of Equity, pray that said Joseph H. Harrell, and John H. Wright Trustee, and William H. Morris, Frank Morris, Samuel B. Morris and Virginius Morris, merchants and partners in trade under the name and style of W^m H. Morris and Sons, may be made parties defendant to this Bill and be required to answer the same and the allegations in it contained, but answers under oath are hereby waived; that the lien of said judgment in favor of Your Complainants may be enforced against said land, or any other land of said Harrell subject thereto, and the land let for rent and the rents and profits applied to the satisfaction of said judgment first in full and then to the satisfaction of all other claims constituting liens upon the land in

the order of their priorities until the same shall be fully satisfied; or that the said land be sold and the proceeds applied to the satisfaction of said judgment and claims in the order and manner specified above, if the rents and profits of the land will not satisfy said judgment and claims in five years: That an account of all claims against said Harrell constituting liens upon his land including said judgment, according to their priorities, and an account of said land and all other real estate of said Harrell subject to said claims or liens, showing its fee simple and annual values may be taken and report thereof made to Court: That all proper orders and decrees may be made and inquiries directed in the premises and such further and general relief given Your Complainants as the nature of their case may require or to Equity shall seem meet and proper, and as in duty bound Your Complainants will ever

Barham & Pollard

vs. } In Chy.

Jos. H. Harrell & al.

Bill

May etc. Wilbur J. Kilby Jr.
23 Feb'y. 1886.

Barkham & Pollard

25th & Chy. Notes

Joseph H. Conwell & al.

1886. Feb: 23rd: Sum. in Chy: issued to March Rules, 1886

" March 1st: Bill & Exhibits filed - Decree in re 15th Depts

" April 5th: Decree in re Confined & Cause set for
hearing on mo: of Pltffs: Counsel

" " 12th: Decree for accts -

" May 28th: Answers filed

" " Oate Court

1887. Apr - "

" Octo: 1. Report filed

~ Ship Notes ~