

1894-006
Nansemond Co. (Suffolk)

Chancery Causes: E.C. Wills et al vs C.C. Powell et al

Putnam, Pinner

OVERSIZE

Box 1

-1 accounts (answer exhibit 2)

Depositions-

For fragments,

see Oversized Box 1

for actual depositions,

see Barcode 1161466

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *E. C. Howell & Chas. Pinner*

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 *December* next to answer a ~~Bill in Chancery, exhibited against~~ *James* in the said Court by *E. C. Mills, A. P. Mills & M. F. Putnam*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *10th* day of *November* 1882, in the *107th* year of the Commonwealth.

Teste :

Peter B. Prentis, Clerk.

Primo. The Defendants C. C. Powell & Chas. Pinner or either of them
 are hereby enjoined and restrained from removing, selling
 or otherwise disposing of, or in any manner interfering
 or meddling with the crops raised by the said C. C. Powell
 & Chas. Pinner during the year 1882 on the Red Cliff stock
 farm, near the village of Chockatee, in the County of
 Stanswold, of which the Plaintiffs are occupants, until the
 further order of the Circuit Court of Stanswold County.

Teste: Peter B. Prentiss, Clerk

Executed and in true copy being delivered to the within named
 C. C. Powell and Chas. Pinner each.

J. H. Jacobs, Jy for
 J. L. Lughan, Sff

Exhibit 29
 C. C. Powell & Chas. Pinner

Sum. in Chy. &c

C. C. Powell & Chas. Pinner

To Decr: Rules, 1882

Pro: B. No: 1. Page

Know all men by these presents, that we, M. F. Pinner, E. C. Wills, N. P. Wills and W. A. Wills are held and firmly bound unto the Commonwealth of Virginia, in the sum of Four hundred dollars, to the pay whereof well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this 10th day of November, A.D. 1882. And we hereby waive our homestead exemption as to this obligation.

The Condition of the above obligation is such, that whereas, the above bound, M. F. Pinner, who was under and by virtue of an order of the Honorable, W. J. Godwin, Judge of the Corporation Court of the City of Norfolk, Virginia, made on the 9th day of November, 1882, upon a Bill in Chancery presented to him, wherein E. C. Wills, N. P. Wills & H. F. Putnam are Plaintiffs, and C. C. Powell & Chas. Pinner are Defendants, appointed Receiver, which said order was returned to the Clerk of the Circuit Court of Nansemond County:

Now, if the said M. F. Pinner, shall faithfully perform his duty as such Receiver, under that and any future order in said Cause, then the above obligation to be void, or else to remain in full force and virtue.

Executed and acknowledged before me, in my Office,
This 10th day of November,
1882.

M. F. Pinner	Seal
E. C. Wills	Seal
N. P. Wills	Seal
W. A. Wills	Seal

Peter B. Prentiss, Clerk
of the Circuit Court of
Nansemond County,

E. C. Wills Sal:

⁴/₁₀ { Receiver's Bond:

C. C. Powell Sal:

Nov: 10th. 1882 Executed & Filed

Know all men by these presents, that we, E. C. Wells, N. P. Wells, H. F. Putnam, W. A. Wells and Saml G. Webb, are held and firmly bound unto C. C. Powell & Cha^s Pinner, in the sum of three hundred dollars, to the payment whereof well and truly to be made to them, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents. Sealed with our seals and dated this 10th day of November, A.D. 1882.

And we hereby waive our Homestead Exemption, as to this obligation. The Condition of the above obligation is such, that whereas the said E. C. Wells, N. P. Wells & H. F. Putnam, or their Bell in Chancery against the said C. C. Powell & Cha^s Pinner, addressed to the Hon. George Blow, Judge of the Circuit Court of the County of Nansemond, has obtained from the Hon. V. J. Godwin, Judge of the Corporation Court of the City of Norfolk, Virginia, an injunction to enjoin and restrain the said C. C. Powell & Cha^s Pinner, or either of them from removing, selling or otherwise disposing of, or in any way interfering or intermeddling with the said crops raised by the said C. C. Powell, during the year, 1882, on the Red Cliff Stock farm, near the Village of Chuckatuck, in the County of Nansemond, of which the plaintiffs are occupants, until the further order of the said Circuit Court of Nansemond County: And whereas, it is provided by the order of the said Judge, awarding the said injunction, that the plaintiffs shall not have the benefit thereof, until they shall have entered into a bond with sufficient security, in the penalty of \$300.⁰⁰ payable to the defendants, and conditioned to pay all such costs and damages as they may sustain, in case the said injunction be dissolved: Now therefore, if the said E. C. Wells, N. P. Wells, H. F. Putnam, W. A. Wells and Saml G. Webb, shall pay all such costs as may be awarded against them, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed and acknowledged
before me, in the Clerk's Office
of the Circuit Court of Nansemond
County, the day & date above.

Peter B. Prentiss, Clerk
of the Circuit Court of Nansemond County

E. C. Wells (Seal)

N. P. Wells (Seal)

H. F. Putnam (Seal)
By E. C. Wells, his atty.

W. A. Wells (Seal)

Saml G. Webb (Seal)

by Peter B. Prentiss, his atty.

E. C. Wills Ld:

^{to} { Junction Road

C. C. Powell Ld:

1882
Nov 10th: Granted & filed

Know all men by these presents,
that I G Webb of the County of Stan-
mond The State of Virginia have made
constituted & appointed by these pres-
ents do make constituted & appoint
P B Prentiss my true lawful
attorney, for me & in my name
place & stead to sign my name
as surety to the injunction bond
required of E L Mills & P Skilist
H F Putnam in the suit of E L
Mills et al & C C Porcell et al,
and I do further constitute & appoint
the said P B Prentiss my true lawful
~~author~~ attorney for me & in my name
place & stead to sign my name to the
injunction bond required of the
said E L Mills, P Skilist & H F Putnam
in the suit of E L Mills et al & C C
Harrison et al, hereby ratifying
& confirming all that my said atty
may lawfully do in the premises,
and I hereby certify that I am
worth the sum of \$8000 after the
payment of my just debts.
Given under my hand & seal this 15th
day of Nov 1882.

Teste
W. F. Linder -
Notary

Wm. J. Webb Seal

Wm

Lyons

Benton

Nov 10th 1882

P

Know all men by these presents
That I H. Putnam have made con-
stituted & appointed by these presents
as make constitute & appoint E. C.
Wells my true lawful attorney for
me & in my name place & seal to
sign my name ~~to~~ to the injunction
bond required of E. C. Wells & P. Wells
vs H. & Putnam in the suit of E. C. Wells
et al vs E. C. Powell et al and I do
further appoint the said E. C. Wells
my true lawful attorney for me
& in my name place & seal to sign
my name to the injunction ^{required} bond of
E. C. Wells & P. Wells vs H. & Putnam
in the suit of E. C. Wells et al vs Mrs
H. Harrison hereby ratifying &
confirming all that my said atty
shall lawfully do in the premises.
Given under my hand & seal this
10th day of Feb 1882

H. Putnam

Filed
in J. Court
March 1882

Prinano

To } Power of
Mills } atty

Nov. 10th 1882
Hesselt Held

Chickadee's Pa

Apr 10/81

P B Prentiss Esq

Dr Sir

I herewith

send you two Bills in Chk, with
instructions, also send Power of
atty for Mr Webb to sign his name as
surety to injunction. Messrs Hills
will sign the Bonds of Mr Quinn as
Receiver. Give the bonds that they sign
them. Make copies of the restraining
order & give to Elkins. Don't forget.
Excuse haste & please see that they
do all that is necessary.

Yrs

Chickadee

D B Phillips

In Vacations:

In the Circuit Court of Hansemond
County: January 1889.

E. C. Wills, N. F. Wills and N. F. Putnam
against
C. C. Powell and Charles F. Pinner -

This cause came on this day to be
further heard upon the papers formerly
read and was argued by counsel.
Thereupon by consent of parties, by
counsel noticed being expressly waived,
it is adjudged, ordered and decreed
that W. F. Pinner, Receiver in this
cause, out of the fund in his
hands, do pay the costs of this
suit, except taxed attorneys' fees,
and that he pay the residue of
^{with int. at thereon, from 18th day of Oct. 1883, until paid}
such fund, one half to the
complainants or their counsel,
and the other one half to
Charles F. Pinner or his counsel.
And he shall make report to
Court. -

C. M. Wills
Jury

To be entered
Court

March 19. 1857

Wills & others

N. M. Deeree

C. C. Powell &c.

We consent for the
defendants.

Robt. R. Prentiss.

My atty

I consent for the plain-
iffs.

R. D. Boykin
atty.

Execut. Chy O.B.

No 2. p 245

To the clerk of the circuit court of Tennessee

E Wills & P Mills & H F Putnam
v } DuChay

C C Powell & Chas Pinner

On motion of the plaintiffs by counsel and for good cause shown, an injunction is awarded them to enjoin and restrain the defendants C C Powell & Chas Pinner or either of them from removing, selling or otherwise disposing of ^{or in any manner interfering with or interfering with} the crops raised by the said C C Powell during the year 1882 on the Red Cliff stock farm near the village of Chuckatuck in the county of Tennessee, of which the plaintiffs are occupants, and for reasons appearing to the court. The court doth appoint M F Pinner a receiver to take possession of said crops, harvest ^{the} same and deposit the proceeds of sale

subject to the future order of the court herein. but the plaintiffs are not to have the benefit of this order until they shall have entered into a bond with sufficient security in the penalty of \$300⁰⁰ payable to the defendants & conditioned to pay all such costs & damages as they may sustain in consequence of the said injunction in case the same shall be dissolved, and the effect of so much of this decree as directs the said M F Pinner to take possession of said crops

is suspended until the said M & Pinner
 shall execute a bond in the penalty of
 \$400, Conditions to faithfully perform
 his duties as such receiver, the court doth
 direct that a copy of this order be signed by C C Powell
 Charles Pinner
 for 9/82

D. J. Gordon
 Judge
 Corp & Bench

Misses

of the day
 order of the day

Powell

1882

New York
 " 10th: 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st

24th Nov 1882

(C. V. Co. 1st Regt. N.Y. Inf.)
 With H. P. Wier & Co of Red Bluff Slave Farm

200	13	Quilted Poles	600
		" Iron Bridge	30,000 2600

1st + 60 days F₁₁ 7th 2000

11699	11699
-------	-------

May 1 st	Ant & Co. for food	116 99	
" 6 th	8 Hops Dead Pickings	1 91 1/2	
" 13 th	2 Sprots Thread	1 7	
" "	1 Pair Shoes	2 00	
" "	" "	2 00	4 12
" 16 th	1 BBL Corn	11 50	
" 20 th	1 BBL Paid Taxes	1 55	
" 22 nd	1 BBL Corn furnished 22 nd Dec 1880	8 00	
" "	1 Pick. Handkerchief	1 00	9 00
" 26 th	2 Hds Hay	3 60	
" "	158 th Sea Mice	1 11 36	14 96
" 27 th	1 Ant	2 5	
June 1 st	1 st Nov 65 Tobacco 65	13 0	
" 9 th	1 Sea Mice of E. C. Allen	6 12	
" 11 th	1 Day work Planting Sea Mice & 1/2 lb	6 53	12 65
" 10 th	1 BBL Corn	5 00	
" "	1 BBL for Hands	2 62	
" 22 nd 1/2 day	" 1/2 Malitda	2 00	9 62
" 16 th	12 Yds Hickory	1 50	
" 10 th	" 1 Calico	5 0	
" "	1 Day Buttons	10	2 10
" 21 st	1 BBL Paid Mung. & 1/2 lb	12 5	
" 24 th	1 Shirt	1 00	
" "	1 Pair Pants	1 25	
" "	" 1 Suspender	2 5	
" "	" 1 Sproff	1 5	
" "	" 1 Tobacco	1 0	
" "	1 BBL to Malitda	1 7 8	4 53
" 26 th	1 Pan	2 5	
" "	1 Pair Cuffs	3 0	5 5
July 1 st	1 Tobacco	1 18	
" "	1 Paper Needles	1 0	
" "	1 Knife	4 0	
" "	1 BBL Mung. & 1/2 lb	1 50	2 18
	For food	190 42	

July 1 st	Ant & Co. for food	120 12	
" 4 th	1 BBL	2 35	
" 8 th	" 1 Labor furnished	1 11 58	
" 10 th	" "	1 80	
" "	1 Hay furnished by 1/2	3 00	
" "	1 BBL Corn	1 67	6 47
" 11 th	1 BBL 1/2 days Labor 75		30 7
" 14 th	1 BBL 1/2 Paid Hands	7 50	
" 15 th	1 BBL 1/2 Paid, by Tom. Portland Paid for much		2 5
" 15 th	1 BBL 1/2 Paid Knitting Cotton	2 0	
" "	1 BBL 1/2 Soap	5	
" "	1 BBL 1/2 Tobacco	7 5	10 3
" "	1 BBL 1/2 Mice to see	3 5	
" "	1 BBL 1/2 Mice to see, omitted 15 th Nov		3 8
" 17 th	1 BBL 1/2 Paid John Nace	1 10	
" 20 th	" 1 M. L. D. Powell	1 00	
" "	1 BBL 1/2 Paid (added) M. L. D. Powell	3 12	
" "	1 BBL 1/2 10 lbs Quinine	1 2	
" "	1 BBL 1/2 10 lbs Quinine	1 5	
" "	1 BBL 1/2 10 lbs Quinine	5	
" "	1 BBL 1/2 Paid John Nace	1 50	
" "	" 1 David Underwood	3 10	
" "	" 1 John Nace	3 30	10 9
" 21 st	" 1 Edward	5 0	
" 24 th	1 BBL 1/2 10 lbs Quinine & 1/2 lb	1 8	
" "	1 BBL 1/2 Ant to 1/2, N. P. Putnam	5 00	
" "	1 BBL 1/2 1/2 days work of 1/2 horse at 50.		7 5
" 25 th	1 BBL 1/2 10 lbs Quinine	1 10	
" "	" 1 Cup & 1/2 sauce	5 5	
" "	" 1 Knife & 1/2 fork	1 00	
" "	" 1 2 Sprots	1 0	
" "	" 1 1/2 Paper Pot	2 5	
" "	" 1 Pan	3 0	
" "	" 2 1/2 1/2 Flour	1 25	
" "	" 1 1/2 1/2 Land	1 5	1 00
	Over	300 64	2 87

July 20	1 st Butter		30	64	48.4
"	1 st Yeast Powder		15		
"	1 st Meat 10 th		6.5		
"	1 st Sugar		10		
"	1 st Coffee		18	110	
29	1 st Lard		5		
"	1 st Bacc		20		
"	1 st Butter		18		
"	1 st Syrup		15		
"	2 nd Vail		1		
"	1 st Bacc Cotton		10		
"	1 st Pepper		5		
"	1 st Bar Soap		10	107	
"	1 st Sugar		10		
31	Umbrella			15	
Aug 2	1 st Coal Oil Pot, N. Camp	129			
"	1 st Nails		5	131	
"	2 nd Lard		30		
"	1 st Butter		35		
"	3 rd Sugar 10 th		25		
"	1 st Oxy Snuff		15		
"	10 th Meat		171		
"	1 st Lard		60		
"	1 st Oil		5		
"	1 st Coal Oil for Lamp		85		
"	1 st for Lamp Wick		1		
"	"		25	452	
"	1 st Rock Meat		35		
"	1 st Tobacco		33	68	
	Forward	529	31011	487	

Aug 5	5 Amt for food		310 00	187
7	3 rd Sugar	35		
"	2 Fruit low	25		
"	1 Basin	20		
"	1 st Mingo Green	1 00	153	
9	1 st Soda	5		
"	1 st Oil	10		
"	3 rd & Oats	275	284	
11	6 th Meat	113		
"	2 nd Flour	10 0		
"	1 st Meal	35		
"	1 st Yeast Buds	10		
"	Box Soap	10		
"	Pair Shoes	175		
"	2 Spool Cotton	12		
"	3 Ball Cotton	30		
"	1 Oz Camphor	5		
"	Dark	25		
"	1 st Nact	15	521	
15	3 rd Fish Hooks	3		
"	1 Back Band	116		
"	1 Box 1 st Shing	5		
"	1 st Buds	5		
"	Box Oaps	10		
"	1 st Shot	10		
"	1 st Dish	30		
"	1 st Sugar	5 0		
"	1 st Lard	15		
"	1 st Bucket	12		
"	1 st Lard Stand	15	290	
17	2 Home & Tring		20	
	Over		323 19	187

Hills Ho

10 } P. 10. 10

C. C. P. 10. 10

Charlottesville

Norfolk Co - Va -

March 24th 1882

I some time in Jan'y, 1882 - took a
clean Bill of sale of one small Bay Station
belonging to J. H. Harrison, expecting when
I did so to furnish (Harrison), such things
as he might want to forward him in
his business.

I agreed to let J. H. Harrison have the use of
the said Station until some time in
Jan'y/83. and to give the Station up to him
after he (Harrison), paid me ^{back} what he owed
of me.

The amount of the Bill of sale of the Station
was one hundred dollars (\$100.00),
I had the Bill of Sale recorded in the Clerk
office of Norfolk Co.

I now turn the said J. H. Harrison over
to Postum & Wells, and I also by virtue
of these presents give up the said Bill of
Sale of the said Station, and Bill of
Sale of all other things that I have, con-
cerning the said J. H. Harrison unto the
said Postum & Wells, and agree not to furnish
him anymore for the year 1882.

Witness
M. E. Turner

D. A. Turner

to S. P. Smith
assignment
to J. P. Smith

Pastor's Will

5

E L Wells & Co

vs

E L Powell & al. -

It appearing that there has been no
order of proceeding for five years in this
cause, it is ordered that it be stricken
from the docket with leave to re-instate
with good cause within one year
from this date.

16

29

E. C. Willis, Secy
J. S.

C. C. Powell

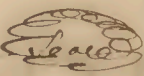
Oct-12th 94

Wm. entered
C. C. P.

Entered in Chancery
Order Book No. 2.
Page 590.

Whereas C. F. Pinner of Manassas County, Virginia has advanced in money to the undersigned, C. C. Powell of said County and State, who is engaged in the cultivation of the soil, which advancement is made for the purpose of enabling the said C. C. Powell to make a crop on the farm belonging to C. L. W. Shur, and does not exceed the sum of Two hundred dollars: Now therefore, the said C. C. Powell, in consideration of said advancement, and according to the law in such case made and provided, hereby grants unto C. F. Pinner, a lien to the extent of such advancements as shall be made during the year 1882, not exceeding the aforesaid sum of Two hundred dollars, upon his crops of Corn and Peanuts, made on said land belonging to C. L. W. Shur, and the said C. C. Powell hereby agrees and binds himself to deliver his said crop of Corn and Peanuts, on or before the 1st day of December, 1882, and from the net proceeds of such sales, C. F. Pinner shall pay first, the costs of executing and recording this Agreement, if then unpaid, next, pay to himself the said amount advanced to the said C. C. Powell with interest on same, by virtue of this contract, and the remainder he shall pay to the said C. C. Powell or his assigns, and the said C. C. Powell hereby grants unto M. F. Pinner, Trustee, the following property to wit: all of my crop of Corn and Peanuts made on said land belonging to C. L. W. Shur above mentioned, in trust to more effectually secure to said C. F. Pinner the said sum advanced under this contract, and the said C. C. Powell further agrees to waive the benefit of his Homestead Exemption, as to said advancement and this contract.

Witness the following signature and seal this 1st day of May, 1882.

C. C. Powell 
mark

In the Clerk's Office of Manassas County Court the 22nd day of

September, 1882.

This Crop Lien was acknowledged by C. C. Powell, and
thereupon admitted to record.

Jesle:

Peter B. Pentis. Clerk

A Copy:

Jesle:

Peter B. Pentis. Clerk

Hausman & Co. Clerk's Office,

November the 21st. 1882

Xnd

C. C. Powell

To City Crop Lien

G. F. Turner

This lien is a lien on
the contents of a warehouse
ments already made,
1882

Thomas C. Pinner of said county and State
Virginia has advanced in money to the said
C. C. Powell of said county and State
who is engaged in the cultivation of the soil
which advancement is made for the purpose of en-
abling the said C. C. Powell to make a crop of the
year relating to C. C. Pinner and does not ex-
ceed the sum of two hundred dollars. Now
therefore the said C. C. Powell in consideration
of said advancement and according to the law
in such case made and enacted under great
power of State, a line is set out of such con-
sideration as is made during the year

1852, and according to the agreement made of two
hundred dollars upon the crop of corn and
sweets made on said land, belonging to C. C.
Pinner and the said C. C. Powell hereby agrees
and binds himself to deliver his said crop of corn
and sweets on or before the 1st day of December
1852 and from the net proceeds of such sales
C. C. Pinner shall pay first the costs of executing
and recording this agreement if then unpaid
next pay to himself the said C. C. Pinner's advance-
ment to the said C. C. Powell with interest on same
by virtue of this contract and the remainder
he shall pay to the said C. C. Powell or his
assignee and the said C. C. Powell hereby grants
unto the said C. C. Pinner full and sole property

to wit: All of my crop of corn and products on
 on said land belonging to C. C. Powell & have
 mentioned in deed to more effectually secure
 to said C. C. Powell the said sum advanced
 under this contract and the said C. C. Powell
 further agrees to waive the benefit of his homestead
 exemption as to said advancement and
 this contract.

Witness the following signature and seal this
 21st day of May 1882.

J. C. Powell
 mark

In the Clerk's Office of Nantuxent County Court, the 22nd
 day of September, 1882.

This copy was acknowledged by C. C. Powell, and
 thereupon admitted to record.

Teste:

Peter B. Prentiss, Clerk.

C. C. Powell
 To { Crop Lien
 C. H. Pinner

1882
 rights: 22nd. Acknowledged
 in the Clerk's Office, by C. C.
 Powell & A. R.

Exhibit No. 1 with
 C. H. Pinner's Answer.

Received from
 the 20th of Oct
 Tax money for the land
 C. C. Powell

The demurrer and separate answer of Charles J. Primer one of the defendants to a bill of complaint exhibited against him and C. C. Powell, in the Circuit Court of the County of Hanover by E. C. Mills H. P. Mills and N. J. Putnam, Complainants: -

The defendant says that the bill is not sufficient in law. -

And for answer to the said bill or to so much thereof as he is advised that it is material to answer the said defendant reserving to himself the benefit of all just exceptions to the said bill answers and says:

That it is not true as is alleged in the said bill that the complainants have advanced either money or supplies in any amount to the said defendant C. C. Powell during the year 1882. - On the contrary thereof this respondent alleges that the said sum of money claimed by the complainants is not now and never has been due to the said complainants, but is simply an open account, which if justly due to anybody, is due by the said Powell to a certain F. P. Mills, who is engaged in the mercantile business at Buckhatch Va, under the style of Fustern Mills. -

This respondent alleges that there is no lien whatever upon the said crops in favor of Eastern Mills, and inasmuch as the rent due has been fully paid off and discharged the complainants have no other lien thereon.

It is true that on the 1 day of May 1882 the said ~~John H. Harrison~~ C. C. Powell executed and delivered ~~that~~ to this respondent a "Crop Lien" on his crop of corn and peanuts, in strict accordance with the statute in such case made and provided for the sum of \$200 which has been duly admitted to record in the Clerk's Office of Fauquier County Court. Relying upon the lien thus created this respondent made advances in money and supplies to the said Powell amounting in the aggregate to \$. The said paper is herewith filed marked "Exhibit No. 1" and this respondent prays that it may be read as a part of this answer. - In accordance with his said agreement and in satisfaction of the said debt the said Powell delivered to this respondent a portion of his crop of peanuts. A few of them had been sold before the injunction order was executed, and the residue have been delivered to the Receiver in this cause in obedience to your Honor's decree. This respondent denies that the complainants'

have any lien denies that the said "crop lien" was executed with intent to defeat the complainants alleged lien, and also denies that at the time the said "crop lien" was executed he had any notice whatever of the complainants alleged lien, or was executed with any fraudulent purpose whatever. On the contrary the same was executed openly and fairly, and for the purpose of securing advances in money and goods which this respondent was to furnish and afterwards did furnish in good faith to the said Harrison.

This respondent herewith files an account marked "Exhibit No. 2" which shows each item of the said advancements and he prays that the same may be read as a part of this answer.

This respondent denies that any distress warrant was levied on the said crops on the 9. day of November 1882, or at any other time. These are the facts with reference to the said alleged distress warrant and levy. John J. Dunning Esquire, a Justice of the Peace for Randolph County, signed a distress warrant which was presented to him by the complainants for his signature and it was immediately handed to the Constable. But before any levy was made thereon, and before any return or endorsement was made thereon the facts upon which the complainants relied were disputed. Thereupon

after having heard all the testimony which the complainants offered, the said Justice became satisfied that the said warrant had been procured on false suggestions, therefore he recalled the said warrant of distress immediately and the paper was returned to him unexecuted. At the same time the said Justice Dunting expressed his willingness to hear the complainants Counsel as well as any further testimony they might produce with reference to the question at issue.

This respondent denies the allegation of the bill that there was no other Justice of the Peace within Chesham Magisterial District on the contrary there were two others viz Joshua Simons Esquire, and Gray Esquire, and there were in the County of Gloucester at that time at least twelve Justices of the Peace any one of whom had jurisdiction to issue the said warrant of distress and without doubt would have done so just as soon as the complainants had complied with the Statute and shown by satisfactory testimony that they were entitled to the same.

Therefore this respondent maintains that the complainants' bill presents no case for equitable relief, because their remedy at law (even if their allegations were true) was more than

usually speedy and adequate. -

And this respondent denies all fraud
unlawful combination and confederacy and
having fully answered the complainants'
bill, prays to be hence dismissed with his
reasonable costs by him in this behalf
expended, and he will ver pray etc. -

Withers Dentis. C. F. Pinner
or Maria Briggs p. d.

State of Virginia

County of Hanover to w. t.

This day Charles F. Pinner personally
appeared before me and made oath that the
statements contained in the foregoing answer
so far as made of his own knowledge
are true, and so far as made upon knowl-
edge or information derived from others
he believes them to be true. -

Given under my hand this 26. Day of May. 1883.

Robt. R. Dentis.
Clerk in Chancery.

Wills & als

Answer of
C. F. Pinner

Powell &c

1883. Feb. 28th. J. L. S.
cix

Shuck Run P.C.

Minersville Co. Va

April 6, 1882.

C. C. Powell proposes to cultivate Land on the farm known as the Red Cliff Stock farm belonging to C. L. Upshur, now being Leased by and in the hands of N. P. Mills, E. C. Mills & H. F. Putnam. C. C. Powell agrees to cultivate Nineteen acres more or less, and to work sufficient Team to cultivate the crop nicely. C. C. Powell agrees to pay to N. P. Mills, E. C. Mills & H. F. Putnam one third of everything he produces or causes to be produced, as Rent for the aforesaid Land. N. P. Mills, E. C. Mills and H. F. Putnam agree to let C. C. Powell have one half of the manure lying on the Ditch Bank. C. C. Powell agrees to help repair Fences, so as to protect the crop from Stock; and he also agrees to feed his own horse, and furnish his own seeds, all the seeds necessary to plant & replant his entire crop. C. C. Powell agrees to make his crop responsible for his store account at the store of Putnam & Mills; after his rent is paid; and to acquit himself as a satisfactory Tenant.

C. C. ^{Nio} Powell
mark

Witness
R. H. Sykes
N. P. Mills

Will
St. James
Hills

To The Hon. Geo. B. R. Judge of the Circuit
Court of Law and Chancery for the
County of Transylvania in Chancery
sitting.

Humly complaining sheweth to
the Court your complainants E. L. Mills.
J. P. Mills and H. F. Putnam,

That your complainants are the oc-
cupiers of a Tract of Land near the village
of Chuckatuck known as the Red Cliff
Tract foron.

That your complainants being occupiers
of said land as aforesaid contracted
with one C. C. Powell to cultivate a portion
of said land to wit 19 acres, during the
year 1882, for a share of the crop to be
raised thereon. The said C. C. Powell pro-
viding and paying 1/3 of said crop raised
on said land as rent therefor. a
copy of said agreement is herewith filed
marked A and prayed to be read as a
part of this Bill.

That the said Powell agreed to furnish the
horses and the same and furnish all
necessary labor and to plant and re-
plant said crops.

That the said C. C. Powell in the year
aforesaid commenced the cultivation of
said land, but being without means,
was unable to buy feed for his horses,
necessary seed to plant and replant said
crops and was without money to employ

Exhibits
A

labor to Sullivan the same,
That to enable C C Powell to cultivate said
land during the year aforesaid and make
a crop thereon, your complainants
at the request of the said C C Powell were
compelled to advance and did advance to
the said C C Powell, through their merchants
Messrs. Pasture & Wells of the village of
^{but on this case are responsible} Chuckatuck, money and supplies to a
large amount to wit, to the amt of \$349.44
That the said C C Powell agreed that the
said crops after the payment of his rent
as aforesaid should be responsible for
said ^{money} supplies.

That after said crops were made, but be-
fore harvesting the same, to wit on the
day of 1882 the said C C
Powell, to defraud your complainants and
as aforesaid, executed a pretended bill
of sale of said crops to one Chas Pinner
for the sum of \$200.00, which writing is
recorded in the clerk's office of the County
Court of the County of Hancock,
^{but the real purpose of the writing is to make}
That at the time taking said writing
purporting to convey said crops, the said
Charles Pinner was fully informed of
said agreement and had notice of
your complainants lien.
Your complainants are informed and
so charges that the said Chas Pinner
did not pay to the said C C Powell the
sum of \$200.00 for said crops, nor did

he in any manner purchase the same, nor was the said writing a valid and of trust to secure to the sd Chas Pinner a sum of money bona fide due owing by the said Le Poivre to the said Chas Pinner, & that the sd writing is a valid crop lien or due of trust, & your complainants deny, it is subsequent to the lien of your complainants, but your complainants on information & charge, that the real object & intent of said instrument of writing, was to defeat your complainants lien, that the said writing is fraudulent & that the sd Chas Pinner fraudulently colludes & conspires with the sd Harrison to defeat your complainants said lien, that the said sum of \$349⁴⁴ is still due owing to your complainants.

That the said ^{Chas Pinner} ~~sd~~ Harrison raised on said land in the year 1882, about 8 acres in peanuts & about in corn, that the said peas have been ^{is selling & other means disposing of} ~~are~~ ^{the sd} Harrison has removed, the same is about 12 more than the other crops grown on sd land, without paying there out the said sum of \$349⁴⁴ or in any manner providing for your complainants

him.

That the sd crops are insufficient
to pay your complainants debt.

That the said Power claims that his
rights by virtue of said instrument
of writing is prior to your complain-
ants lien & prohibits your complain-
ants from taking possession of sd
crop or in any manner subjecting
the same to the payment of sd debt or
to discharge sd lien, but permits the
sd ~~Harmon~~ Power to remove sd
crops & also bore of the same.

That on the 5th day of Aug 1882 the sd
Power sold to J. H. Powell his
growing crops on the land aforesaid
to be delivered when matured at the
then market price, the sd document is
here with filed marked & prayed to
be read as a part of this bill.

Your complainants are informed
& so charge that the sd ^{Powell} ~~Harmon~~ is
wholly & largely insolvent & thus your
complainants only security for the
sd sum of \$349.44 is the crop aforesaid
& that is the sd Power is permitted to
take possession, remove sell or
otherwise dispose of the same, & your
complainants debt will be some-
what less & this lien aforesaid be
defeated.

That on the 9th day of Nov 1882 your

complainants appeared before El
Bunting a Justice of the Peace for
Chickadee Magisterial District
in sd County in which said land is situ-
ated & made the affidavit in such
cases provided no person dispu-
ting the facts therein recited. The
sd Justice issued a warrant of
distress directed to F LeButter, a
constable of sd County & District,
directing sd constable to bring the
cane on sd crops.

That on the day last aforesaid the
sd constable levied the same on sd
crops. That after sd levy was made,
but before any return or return
ment of sd levy was made thereon,
the sd Justice against the protest of
sd constable & of yr sd complainants
demanded & took possession of sd
distress warrant & repairs to deliver
the same to sd constable who executed,
thereupon the sd levy has been
made, & after the sd Justice took
possession of sd distress warrant,
the sd Justice removed the sd
peanuts, & picking off the same
with a large fork in a few
days was picked off all the
port of the same.

That there is no other matter
in the sd Magisterial District.

That any or all the crops raised on the
land during the year 1882 and what disposition
was made of the same.

In tender consideration whereof & for
as much as your complainants are
without remedy at law & can only
be relieved by the aid of this hon-
orable court of Chancery when matters
of this sort are alone & properly
cognizable, to the end that justice
may be done in the premises, & your
complainants pray that the sd
J C Powell & Charles Primer may be
made parties defendant to this
bill & be required to answer the same
that an a/c be taken of your
complainants' land & all other lands
on sd crops ^{with their property} & that the sd crops raised
during the year 1882 by the
sd J C Powell on sd land of which
your complainants are the occupants
may be subjected to the payment
of the said debt.

That a proper person may be
appointed a receiver, to receive &
take possession of sd crops,
harvest & sell the same & deposit the
proceeds of sale, subject to the
future order of the Court.

That the sd defendants be required
to deliver the possession of sd
land receiver, & that sd defendants
by the order & injunction of this
Court be enjoined & restrained
from removing selling or otherwise

disposing of the same or in any man-
ner interfering with it or hers.

That all ^{other} necessary steps may be
taken that proper process may
issue that such other further Gen-
eral relief may be granted in the prem-
ises as the nature of the case may re-
quire or to equity shall seem meet &
your complainants will ever pray &c
signed

E. C. Wills.

Jen of Wight County Dist
J R B Boykin
a Comr in Chg for the Circuit
Court for the County aforesaid in
the State of Va do Certify That E C
Wills whose name is signed above
existing personally & appeared before
me in my sd County & made oath
that the statements therein contained
are true. Given under my hand
this 11th day of Nov 1882.

J R B Boykin Comr

Bay View p. 9

Wells is also

of the same

Porcell

Combs and all the

E. C. Wills & al:

²⁰ } Chy: Notes

C. C. Powell & al:

1882. Nov: 9th. Tjy: awarded

" " 10th. Tjy: Bond - & Receiver's Bond, executed & filed

" " " Sum: in Chy: & filed to Decr: Rules, 1882.

" Decr: 4th. Bill filed - Decree in re: V. depts -

1883. Jan: 15th: Decree in re: Confined & Cause set for hearing, on
mo: of Alth's Counsel.

Chy: Notes



W. W. Powell
 1872

Nov	10	1st Re. Malt. 1871	53
"	"	" 2nd Malt. 1871	11
"	"	" 3rd Malt. 1871	70
"	"	" 4th Malt. 1871	30
"	"	" 5th Malt. 1871	20
"	"	" 6th Malt. 1871	10
"	"	" 7th Malt. 1871	20
"	15	" 8th Malt. 1871	20
"	"	" 9th Malt. 1871	20
"	"	" 10th Malt. 1871	20
"	"	" 11th Malt. 1871	20
"	"	" 12th Malt. 1871	20
"	"	" 13th Malt. 1871	20
"	"	" 14th Malt. 1871	20
"	"	" 15th Malt. 1871	20
"	"	" 16th Malt. 1871	20
"	"	" 17th Malt. 1871	20
"	"	" 18th Malt. 1871	20
"	"	" 19th Malt. 1871	20
"	"	" 20th Malt. 1871	20
"	"	" 21st Malt. 1871	20
"	"	" 22nd Malt. 1871	20
"	"	" 23rd Malt. 1871	20
"	"	" 24th Malt. 1871	20
"	"	" 25th Malt. 1871	20
"	"	" 26th Malt. 1871	20
"	"	" 27th Malt. 1871	20
"	"	" 28th Malt. 1871	20
"	"	" 29th Malt. 1871	20
"	"	" 30th Malt. 1871	20

Credit by net proceeds plants sold

68 70

W. W. Powell
 1872

Aug 19 8 42
 19 3 75
 19 4 57
 19 5 70
 19 6 97

Exhibit No. 2
 with C. J. Pinner's Account

Nov	10	1st Malt. 1871	53
"	"	" 2nd Malt. 1871	11
"	"	" 3rd Malt. 1871	70
"	"	" 4th Malt. 1871	30
"	"	" 5th Malt. 1871	20
"	"	" 6th Malt. 1871	10
"	"	" 7th Malt. 1871	20
"	15	" 8th Malt. 1871	20
"	"	" 9th Malt. 1871	20
"	"	" 10th Malt. 1871	20
"	"	" 11th Malt. 1871	20
"	"	" 12th Malt. 1871	20
"	"	" 13th Malt. 1871	20
"	"	" 14th Malt. 1871	20
"	"	" 15th Malt. 1871	20
"	"	" 16th Malt. 1871	20
"	"	" 17th Malt. 1871	20
"	"	" 18th Malt. 1871	20
"	"	" 19th Malt. 1871	20
"	"	" 20th Malt. 1871	20
"	"	" 21st Malt. 1871	20
"	"	" 22nd Malt. 1871	20
"	"	" 23rd Malt. 1871	20
"	"	" 24th Malt. 1871	20
"	"	" 25th Malt. 1871	20
"	"	" 26th Malt. 1871	20
"	"	" 27th Malt. 1871	20
"	"	" 28th Malt. 1871	20
"	"	" 29th Malt. 1871	20
"	"	" 30th Malt. 1871	20

1
The depositions of C. F. Pinner others
Taken by consent of all parties con-
cerned before me at the office of
Minnie Briggs in Suffolk Co. on the 21st
day of May 1884 to be read as evidence
on behalf of Powel ^{Harrison} it also in a certain
suit in equity in the Circuit Court of
Hanscom County wherein Wells &
are Plaintiffs and Harrison Powel it also
are Defendants

Present

R. E. Boykin R. H. Richards counsel for
Complainants

Robt. R. Prentiss and Minnie Briggs
counsel for Defendants

The witness C. F. Pinner being first duly
sworn in answer to questions deposes
and says

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

A 25 yrs. of age - Hanscom County, Merchant
and I know the parties to this suit

2 Examine the account marked Exhibit to 2 with C. F. Purnis answer and state whether or not the goods and supplies therein charged were furnished by you to Mrs. H. Harrison and whether they have ever been paid for?

A They were furnished by me to J. H. Harrison and they have never been paid for.

3 Did you have any security for their payment and state all of the circumstances connected with said account?

A I did not at first but after his bill became of some amount I took a crop lien to secure myself. After I turned the bill of sale for the horse over to Parton Wells I furnished Harrison a few goods without any lien, afterwards the bill amounting to considerable I thought it best to take a crop lien to secure myself. I came to the clerk's office and finding no crop lien recorded on the crops of Mrs. H. Harrison I had mine recorded and continued to furnish him goods.

4 Was the greater part of the goods charged in Exhibit No 2 furnished before or after you had your crop been recorded

Q Afterwards

5 Would you have furnished the said goods if you had known that Pasternak & Wills or Wills, Wills & Pasternak had any lien on said Harrison's crop except the lien for rent

A I would not

6 Did you have any knowledge at the time the said goods were furnished that Mr. H. Harrison had been dealing with Pasternak & Wills?

I am not positive

Q I know they were trading then, of course I did. I never knew him buy a dollar's worth from them in my life

7 Did you have any knowledge or notice that Pasternak & Wills had or claimed any lien upon the crops of D. H. Harrison at the time you sold him the goods charged in said account?

A I did not, because I came to the clerk's office and examined.

8 Would you have any knowledge or notice that N. P. Wells, S. G. Wells & H. Z. Putnam had or claimed any lien upon the crops of J. H. Harrison at the time you sold him the goods charged in said acct.

A I did not.

9 Would you have any knowledge or notice that Putnam, Wells or Wells, Wells & Putnam or any other persons had entered into any agreement verbal or written by which the crops of the said Harrison were to be made responsible for his debts at the time you sold said goods?

A I did not.

10 Would you have sold said goods to the said Harrison if you had had notice of any such agreements or liens?

A No sir I would not.

11 Why did you take said crop lien - what was your object?

A To secure myself for goods furnished

12 Were the goods furnished in consequence of said crop lien

A They were

13 Were the crops delivered to you by D. H. Harrison in order to satisfy or pay the indebtedness thus incurred?
Question excepted to as leading

A They were

14 Have you any recollection of a conversation between E. C. Wells & yourself in the presence of M. F. Penner, testified to by E. C. Wells in his deposition - if so state your recollection

A I have some recollection of the conversation to which you have referred I think. He came to my store, I don't know what time & there about the latter part of October & stated to me that we were furnishing D. H. Harrison goods and asked

me If they would pay J. H. Harrison's indebtedness
would I give them the crop lien. I told
him I would. I then gave him the amt.
J. H. Harrison owed me & told him if he
would pay it that I would turn the
crop lien over to him and he refused to
do so stating that it was more than
Jno. H. Harrison owed me

15 Did he during that conversation notify
you that Wills, Wills & Patman had any
lien or claim as landlords or in
any other way against the crops of Jno.
H. Harrison

A He did not

16 Why did you furnish Harrison after
your agreement with the Messrs. Wills of
Pastman Mills that you would turn
Harrison over to them?

A After Pastman Mills settled with me, Jno. H.
Harrison came down to my store and would
get goods and after his bill amounted to
considerable I then asked him in regard
to his account, He stated that he would

make enough crop to pay me and if requested
he would give me a crop too. which he did.

17 Did he give you any reason why he did
not get his goods from Pastian Hovels

A Not until September. He stated that they
had refused to furnish him & that
they were going to raise the crop themselves.

18 would you have seen him at this time
so largely but for his statement, that
Pastian Hovels had refused him ~~to~~
to see him any longer while his
crops were yet in the field?

A I would not

Cross examination

1 Were the goods mentioned in your account
marked Exhibit No. 2 alluded to in your
direct examination done by you to Harrison
on the date in said account mentioned?

A They were in

2 Have you your books with you?

A I have not

3 When did you take you take the crop
line on Hanison's crop

A I think it is dated the 1st of May 1882

4 By whom was the crop line drawn

Am not positive ^{on myself} where it was drawn by P. B. Purdie

A One of them was written by myself
The other by Mr. P. B. Purdie

5 Had you more than one crop line
on said crop

I was it signed by Hanison on the day it
was written

A ~~I came here with~~ It was. I had two
crop lines one on the crops of V. H. Hanison
the other on the crops of C. C. Power. I brought
them to the clerk's office to have them recorded.
On arriving at the clerk's office, I found that
I had left one of them at home. Mr. Purdie
the clerk that he would write one dated

as the original one was, I am it signed by
J H Harrison and it would do as well, so
I destroyed the original one

6 When was this conversation with Mr. Prentiss

A In September or October 1882

7 Was the crop lien on Harrison's crop
admitted to record on that day

A I left the papers with Mr. Prentiss. He stated
that he had a good many papers to record
but would record this as soon as possible

8 you have stated in your answer to
question 5 on your cross examination
that you had two crop liens. one on the
crop of Harrison the other on the crop of
Powell, that you brought them to the clerk's
office to have them recorded, that on your
arrival you found you had left one of
them at home that Mr. Prentiss the clerk
stated, that he would write one dated as
the original one was, I am it signed by
Harrison & it would do as well. was
a crop lien on Harrison's crops then
written by Mr. Prentiss, ^{dated as the original} signed by Harrison

and admitted to record

A It was ^{I guess so} & was left then to be recorded

9 Did you take any other crop line on the crops of the said Harrison during the year 1882 about September or October of that year and have the same admitted to record

A I did not

10 Was the crop line you allude to written by Mr. P. B. Prentiss

A I am not positive - but think Mr. Prentiss wrote Powell's

11 Then I understand you now to state that according to your remembrance the crop line written by Mr. Prentiss and dated as aforesaid was a crop line on the crop of Powell & not on the crop of Harrison

A I do

12 In Answer to Question ⁵² 8th ^{you stated} That the crop
lien to written by the Parties and Anti dated
as aforesaid was a lien on the crops
of Harrison. In your answer to
Question 11 you state that it was a
lien on the crop of Power you think
account for this discrepancy

Q In taking the false deposition Power was not
mentioned but after reflecting over it I think
it was Power instead of Harrison

12 Are you positive about this

A I would not swear to it but rather
think I am

13 Was the crop lien executed by Harrison
acknowledged for the purpose of recordation
on the day it bears date

Q It was signed by him I think the 1st of May
1882. Acknowledged before the Clerk
At this point the witness requested the
Counsel for Plaintiff to permit him to
examine the original crop lien executed
by D. H. Harrison which was refused

The Plaintiff's Counsel at the time holding
the paper in his hand - which is noted by
defendant's Counsel as ground of exception;

in October I think - about the 1st of October
I am not positive.

The witness having answered the question.
The crop lien is now handed over & it appears
to have been acknowledged on the 22nd of
September 1882

14 When you took this crop lien did
Harrison inform you that Pasternak
wrote or wrote, wrote Pasternak had declined
to advance them and intended to have
the crops themselves.

A No Sir

15 When did Harrison make this statement
to you

A In September

16 Why did you keep the crop lien in your
possession from the 1st day of May 1882 to the 22nd
~~October~~ September of the same year without
having it admitted to record.

A Because I did not feel uneasy about the amount
he owed me until J. H. Harrison told me what
Mr. Wells said to him

17 What was it that ^{he stated to you that} Mr. Wells said to him

A That he was not going to furnish him any
more supplies & that he was going to take
the crop in his possession

18 When were you first informed or had
notice that Wells, Wells & Putnam claimed
to have a lien on the crops of J. H.
Harrison or that there was an agreement
that they should be paid out of his crop
for advances made?

A I never was so informed

19 Were you not so informed by E. C. Wells

A I was not

20 Is E. C. Wells now living

A He is not.

21 Were you not so informed by M. F. Putnam

A No Sir.

22 Were you not informed that there was a verbal agreement to that effect?

A I did not know that there was such a firm as well as Putnam in existence

23 Were you not informed that there was such an agreement between the occupants or tenants of the Red Cliff Stock Farm and said Harrison

A I was not

24 Did you know from whom said Harrison was renting land in the year 1882

A I don't know if I could positively answer to this question

25 Did you not take a crop lien on the crops of said Harrison to be raised during year 1882 on the land belonging to C. L. Upstun known as Red Cliff Stock Farm

A I did

26 Did you not know he was cultivating land on the Red cliff stock Farm or the C. L. Upston land?

A yes Sir I did

27 When you first commenced to advise him did you not enquire what lands he was cultivating?

A I don't remember whether I did or not I know who was living then

28 Did you not from your knowledge of the farming ability of said Harrison know that he was unable to cultivate a crop without assistance

A of course I did because I was farming him

29 Did you furnish him any amount prior to May 1. 1882

A I don't think I did - I think his bill is dated 1st May 1882

30 Who was furnishing him prior to that time?

A I don't know. I know when he left me that he got a good supply of groceries. I know nothing more about it.

31 Did you not agree on the 24 March 1882 not to furnish said Harrison anything more for the year 1882

A At the time I signed the paper I was in a hurry to get home and never read it. Mr. Wells stated it was just an agreement between him & myself and it did not amount to much.

32 Do you not know that you did sign a paper ^{dated March 24, 1882} by which you agreed not to furnish the said Harrison anything more for the year 1882

A I do now

33 Are you in the habit of signing written instruments without reading them

A I am not. It was written by Mr. Wells & composed by my brother who I did not think would take the advantage of me

Re-examination

1 Examine Exhibit No 1 with your answer which is the original crop lien from Dr. H. Harrison to yourself and state who wrote it and when it was written

A I wrote it on the 18th Day of May 1882

And further this deponent says not

E. F. Pinner

The witness Dr. H. Harrison being first duly sworn in answer to questions deposes and says

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

A 23 yrs. old, Ransom county and I know the parties to this suit. I am one of the defendants

2 Did you rent a part of the Red Cliff Shaker Farm during 1882 - if so from whom?

A I did - from A. P. Wills - E. L. Wills & H. F. Putnam

3-
2 x upst.
to as leading

Did Wills, Wills & Putnam make you any
advancements during the 1882 -

A yes they did. ~~It did~~

4
2 x upst.
to as leading

Did Putnam & Wills make you any
advancements during the year 1882

A yes Sir. I did not understand the
previous question - Wills, Wills & Putnam
did not furnish me any goods during
the year 1882

5- State what was the bargain between
you & Putnam & Wills which led to
their furnishing you goods as aforesaid
& all the circumstances

A we rented the land from H. P. Wills, J. F.
Wills & H. F. Putnam a part of the Red
Cliff Stock farm and we did not
have supplies to carry on the crop.
Mr H. P. Wills said that Putnam & Wills
would furnish us supplies, would
furnish money & supplies to carry on
the crop. About the 1st September they
shut down on us saying that H. P. Wills
that he would not furnish any more

I asked him how we were going to get
our crop in - said he was going to take
it in hand & get it in himself - I told
him I had cultivated the crop - and
he had promised to furnish me right
through to get the crop in - He said
he was done furnishing - I would not
furnish another cent and I told him
I would not agree for him to take
it in that way - He said he was
going to take it & house it - I told
him self out of it to suit himself
& that I should not have any more
to do with it - I told him if he
would take the crop & call me
aguan he could have the whole crop,
said he would not do it - that he was
going to get it in himself & if any thing
was coming to me I would get it - Then
I went up to Mr. ^{CF} Perrier & asked him if
he would not furnish me enough to house
the crop, I owed him some - said he would
if I would give him a bin of salt in the crop
for what I owed him & what he would furnish
me - I told him to suit with himself out of
the crop, turn the balance over to Perrier
officials

6 How near was the crop saved when you were told that you could get no ^{more} supplies from Pasture Mills Store.

A I was not quite done pulling fodder crop was about half finished

7 Was Mr E. C. Wills present at the time N. P. Wills told you that Pasture Mills would furnish you supplies during the year 1882

A He was not

8 Was Mr N. P. Wills proposition that the firm of Pasture Mills would furnish you said supplies - made to you on 5 E. C. Wills & H. F. Putnam

A The proposition was made to me - Mr E. C. Wills was not present - Mr Putnam was present but had nothing to say about it

9 Did any body during that conversation say that E. C. Wills N. P. Wills & H. F. Putnam would be responsible to Pasture Mills for the amt. of your bill thus to be incurred?

Q No sir

10
Excepted
to.

Did you ever hear that they considered themselves responsible for your business at Portian rivets until after this trouble commenced?

A No I never did

11
Objected
Parker being
best listening

Was the crop list which you gave Pennin written in September when it was recorded or in May when it was dated

A Written in May when it was dated

12 Did you when you wanted goods from the store of Portian rivets ever consult E. C. Wells & H. F. Palmer or either of them as to whether you should get the goods you desired?

A No I did not

13 To whom were the crops delivered after paying rent

A To Mr C. F. Pennin

14 Did you get Supplies from Mr C. F. Purin in pursuance of your agreement with him to enable you to finish the said crops and is his bill marked Exhibit No. 2 correct?

A yes -

Cross Examined

1 you say you made the bargain for the goods with H. P. Wills

A with H. P. Wills & Pasternak Wills

2 Did you not in fact have the connection with H. P. Wills -

A yes. But Pasternak Wills were ~~furnish the goods~~ responsible for the goods sold

3 Was not this bargain made in fact with H. P. Wills

A I made the bargain with H. P. Wills but I said that Pasternak Wills were to furnish me with the goods

4 Was not H. P. Wells a member of the firm
of which you rented the land

A Yes he was

Q You say that H. P. Wells said about the
1st of September that he would not
furnish you with any more supplies

A Yes he did

6 And then you went to C. F. Pinner for
supplies

A Yes.

7 And C. F. Pinner said that he would
furnish you supplies if you would give
him a bin of Sale for the crop

A Yes

8 And you gave him a bin of Sale for the
crop

A Yes

9 Which was recorded on the 22nd September

A yes I think it was

10 you acknowledged said bill & saw before
P.B. Pennington the Clerk on that day

A yes

11 Examine Exhibit No. 1 & say if that is
the paper

A I can't say as I can't read

12 This reads Mrs. H. Harrison to C. F. Pennington
crop line. 1882 Sept. 22. Acknowledged
in clerk's office by Mrs. H. Harrison.
Say whether this is the paper that you gave
Mr. Pennington to secure him as you have
just stated

A If I could hear the paper read I could
tell you. (The paper is here read to witness)

13 Is this the manner in which you secured C. F.
Pennington for supplies

A yes

14 How much had Wills furnished you up to this time

A I don't know

15 you say this was about pulling fodder time

A yes

16 In September 1882

A yes

17 ~~When this contract was made~~
When you had ~~made~~ seen C. F. Pinner and asked him to furnish you After Wills had refused to do so any longer. Was that about the time?

A yes

18 Was that about the time the contract was made

A yes. After Mr Wills had shut down on me

19 How many biles of Sale did you give to
C. F. Peimer

A only one

20 How many papers did you sign in his
favor pledging your crop to him

A only one

21 And you are quite sure that it was about
pulling grades time when wills I put down
upon you

A yes

22 And about the same time that you went
to see Peimer to get him to furnish paper

A yes Sir. ^{a little while after} I had no other way to get them

23 And Peimer then & then agreed that he
would furnish you if you would give him
a bile of Sale for the crop

A For ^{furnishing} the crop & what little I would give him

24 Which you then & then did

A yes.

25 And this was the only pledge that you made to Mr Pinner for the supplies

A yes.

26 And for what you already owed him during the said year 1882

A yes

27 Who kept him for Pasture & taxes

A H. P. Wills - S. C. Wills & Walter Wills

Re Examined

1 At the time you went to Mr Pinner and asked him to furnish you in order to save your crop, in the month of September 1882 & made the agreement above set out did you ~~draw~~ have drawn & signed a new crop line or did you simply go to the Clerk's office & acknowledge for

except as
as leading

recd the crop lien written in May 1882 as
to which you have testified

A I went to the clerk's office and acknowledged
it as clerk's office. There was not any
new lien written over at all

2 When was the lien which was recorded
written? in May or September

A I reckon it was written in May

3 When was the lien which was recorded
written. in May or September

A I won't say positively when it was written

4 Who was the active business man if any
of the firm of Parham & Wills

A N. P. Wills

5 Who was the active business man if
any attending to the Farming operations
of S. B. Wills, N. P. Wills & N. F. Parham

A S. B. Wills.

And further this deponent says not

John H. Thompson

The witness C. C. Power being first duly sworn
deposes & says as follows.

1 What is your age, residence, occupation and
do you know the parties to this suit

A 25 yrs of age. Hanson Co. Minn. Farmer
and I know the parties to this suit.

2 Did you in connection with Mrs. H. Harrison
rent a part of the Red Cliff Stock Farm
during 1882 if so from whom

A I rented it from H. P. Wills. E. C. Wills &
H. F. Putnam

3 Did Wills, Wills & Putnam or the Merchantile
firm of Putnam & Wills make you any
advancements during 1882

A Putnam & Wills made the advancements.
Wills, Wills & Putnam did not make the advances

4 State whether or not there was any bargain
between you and Putnam & Wills which
led to their furnishing you supplies as
aforesaid and all the surrounding
circumstances

Q Mr H-P. Wills said that Partisan Wills would furnish Harrison & myself goods we wanted - Mr Putnam was then but he had nothing to do with furnishing the goods -

5 When and where was this bargain & consummation

A In New Wills Store - about the last of January 1882

6 What do you mean by New Wills' Store was that the style of the firm.

A Partisan Wills' Store

7 Was S. C. Wills present

A No he was not

8 Did S. C. Wills, H-P. Wills & H. F. Putnam agree to become responsible for your bill at Partisan Wills Store

A No they did not

9 Was Mr H-P. Wills informed that the

Join of Partisan forces would furnish you
the said supplies made to you and
Harrison or to E. B. Wells & Putnam.

Q Mr H. P. Wells told me & John Harrison
that Partisan forces would furnish the
supplies or money to carry the crop on.

10 Did Mr Putnam or E. B. Wells say that
they would be responsible for said supplies
to Partisan forces

A No.

11 Did you ever hear that anybody was
responsible (except yourselves) to Partisan
forces for your business until after this
trouble commenced

A No

12 State the circumstances which led to
your acknowledging for receipt a crop
lien in favor of C. F. Perkins

Q Mr H. P. Wells shut down on us & said he
would not furnish any more. I offered him
the crop for what I owed him & he said

He would not take it. Said he was going to take crop in Land and he would hire me to work ^{in the} by the day. I was not willing to this. He said he would take the crop in Land and get it in & pay himself and suit himself. I did not have any other way to get it in and I went to C. F. Penner to get him to furnish me to get the crop in. He said he would if I would give him a bill of sale on the crop for what I owed him and we did & got and I did it.

13 To Whom were the crops delivered after paying rent

A To C. F. Penner

14 Did you and Harrison get supplies from Mr. C. F. Penner in pursuance of your agreement with him to enable you to furnish said crops and is his bill filed against you correct.

A we got the goods & his bill is correct

15 Was Mrs. H. Harrison present when Mr. H. P. was ~~the~~ said that he was going to take the crop in Land & hire you as a laborer

A — yes

16 When you and Harrison wanted goods from the Store of Parham Mills did you ever consult S.C. Wiles & H.F. Putnam or either of them as to whether you could get the goods you desired

A No we did not

17 What was your bargain with H.P. Wiles S.C. Wiles & H.F. Putnam

A Our bargain was. I rented land from them & I was to give them one third of what I made for rent. That was all the bargain I ever had with them

18 Have you and Harrison paid them

A ybs

and further this deponent says not

L L Powell

Wm F. Fu \$5.00

Due Minut Briggs

State of Virginia
County of Hansemond Swit.

I Minnie Briggs

a woman Public for the County aforesaid
in the State of Virginia, do hereby
certify that the foregoing depositions were
duly taken, sworn to and subscribed
before me at the times & places mentioned
therein

Given under my hand this 21st day
of May 1884

Minnie Briggs
J.P.

1
The Depositions of N. P. Willis & others
taken by consent of all parties concerned
before me, at the office of R. H. Randles
in Suffolk on the day of 1883
to be read as evidence on behalf of
in a certain suit in equity in the
Circuit Court of Hanson and County, where
is Plaintiff and
Defendants

Present.

R. E. Boykin & R. H. Randles Counsel
for Plaintiffs -

Merrill Briggs & Rob. H. Dwyer Counsel
for Defendants

The witness N. P. Willis being first duly
sworn in answer to questions Deponent
and says:

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

A. I ~~was~~ ^{was} 32 years old 10 July 1883, I live in
Chickatuck Hanson and Co. merchant and
farmer and I know the parties to the suit.

2. Q. State whether or not you in connection

with others rented the tract of land for the year 1882 belonging to C. L. Upstun known as the "Red Cliff Stock Farm" near the village of Chumattuck. And if so what other parties were concerned in said renting?

A Yes sir. E. C. Wills & H. F. Putnam & myself rented the farm.

3 Q. State what was the firm or style of the parties renting said land - if any.

A E. C. Wills, H. F. Putnam & myself rented the farm jointly as the contract shows.

4 Q. State whether or not you had any firm name & if so what it was.

A We never had any firm name until we got established in business - afterwards we called it H. F. Wills & Co.

5 Q. State whether or not there was any written agreement for the lease of said land for the year 1882 between the said C. L. Upstun and the said

A. P. Wills E. C. Wills & H. F. Putnam
If so produce it

A yes sir. Agreement produced herewith
filed mark exhibit D as part of
their depositions

6 Q. State whether or not you are a member
of the firm of Pastern Wills and if
so who composed said firm during the
year 1882

A yes sir I am a member of the firm of
Pastern Wills - E. C. Wills and W. A.
Wills and my self. Composed said firm
during that period

7 Q. State whether or not the said E. C. Wills
A. P. Wills & H. F. Putnam cultivated the
said Red Cliff stock farm in whole or
in part during the year 1882

A It was cultivated by E. C. Wills. A. P. Wills
H. F. Putnam & their tenants

8 Q. State whether or not during the year aforesaid
you sub let any portion of said land to
Geo. H. Harrison for a part of the crop

to be raised on said land by him

A. yes sir.

92. State whether or not the said agreement was in writing and if the writing is in your possession produce it.

A. we had it in writing but I don't recollect whether it was ever signed

102. Examine the paper filed in this cause and state whether or not it is the agreement between E. C. Wells, N. P. Wells & H. F. Putnam and the said Mrs. H. Harrison to sublet said land as aforesaid.

A. This is the agreement. Marked B.

112. State whether or not said Mrs. H. Harrison complied with the terms of said agreement and if he failed to do so in what respect did he so fail.

A. He was to have furnished a house and fuel him. After starting with him, we furnished the house ourselves and the fuel

we continued to furnish such things as he failed to furnish to be deducted out of what he earned.

12 2 State whether or not there was any agreement after the failure of the said Dr. H. Harrison to comply with the terms of the written agreement there was any agreement between the said E. C. Wells, H. P. Wells & H. F. Putnam to make advances in money or supplies to the said Dr. H. Harrison to enable him to cultivate a crop on said land and if so what was said agreement

A we agreed to furnish him but there was no written agreement afterwards

13 2. State whether or not you did furnish him, money and supplies to cultivate said crop on said land in pursuance of said last mentioned agreement - If so to what extent and how furnished and all and any circumstances connected ^{therewith}

A we furnished money and merchandise to the amt. of \$320⁴³ to pay for labor and buy corn, fodder for his horse that he had in his hands for which we were responsible

and provisions for him & his family. also
to buy seed - account herewith filed
marked as a part of their depositions
marked "A."

14 2.

you state that the amounts of supplies
mentioned in said acct. amounting to
the sum of \$320 ⁴³ were furnished to
the said Dr. H. Harrison by E. C. Wells
N. P. Wells & H. F. Putnam ~~to the said~~
~~Dr.~~ were these amounts supplies to
furnished by them directly or by some
other persons for them and on the
credit and responsibility of the said
E. C. Wells, N. P. Wells & H. F. Putnam

A

They were supplied by the fund of the
Pasture Wells for them (E. C. Wells N. P.
Wells & H. F. Putnam) They were furnished
on the credit and responsibility of E. C.
Wells, N. P. Wells & H. F. Putnam

15 2.

State whether or not E. C. Wells, N. P. Wells
& H. F. Putnam requested Pasture Wells
to furnish the said Dr. H. Harrison
money & supplies to cultivate said crop

a The request was made and Pastern
wills agreed to furnish him

162. State whether or not the Amts and
Supplies named in said acct were
furnished in pursuance of the requests
of the said D.C. Wills, H.P. Wills and
H.F. Putnam and upon their responsibility
and credit

a- They were

172. State whether or not prior to the 1st of June
1882 the Defendant C.F. Penner had a
lien upon a horse in the possession of
the said Dr. H. Harrison and had
made advances to him.

a I don't recollect the date of the lien
I did not know that Mr Penner had
one until after D.H. Harrison had become
our tenant. We supposed the horse to
belong to Harrison. C.F. Penner told us
he had a lien on the horse for \$100 and
he had furnished him some supplies to
the amt. of something like \$49⁰⁰. which we
agreed to pay for him so as not to have
his being supplied interrupted with

So that he could go ahead as our tenant
and cultivate his crop

182

State whether or not you paid to the said
C. F. Penner the amt. advanced by him
to the said D. H. Harrison and paid off
and took an assignment of the lien
of said home

a

We did pay Penner for the sum for
Harrison to have the use of and the acct.
Penner had against Harrison for
provisions that he bought ~~from~~ while he
was our tenant

192.

State whether or not when you paid
the said C. F. Penner the said amt. he
agreed ^{that he would} not to furnish the said D. H.
Harrison any sum for the year 1882

Excepted to for evidence

a

He did agree to that - He would turn
him over to me

202.

Was said assignment of the lien on said
home and agreement not to furnish

Said D. H. Harrison in writing: If so
produce it

Expected to be answered

A yes sir. it was in writing. herewith find
marked 5-

212 State whether or not said him and said
acct. of C. F. Penner against D. H. Harrison
was paid off by Pastorelli & Co. in
pursuance of their agreement with
E. C. Wells, H. P. Wells & H. F. Putnam to advance
money and supplies to said D. H. Harrison
as aforesaid.

Expected to
as a leading
question.

A yes it was.

222 Thus I understand you state that the
amt. so paid C. F. Penner by Pastorelli & Co.
was paid on the acct. of E. C. Wells, H.
P. Wells & H. F. Putnam. Am I correct?

A your are

232 State whether or not within your knowledge the
said C. F. Penner which advances were being
made to the said D. H. Harrison by Pastorelli &
Wells on the acct. & responsibility of E. C. Wells

N. P. Wells & H. T. Putnam had knowledge
that such advances were being made

Q I think he knew it because of the
dispute of the loan question, he was
told by us how much we had advanced
& he told us how much he had advanced
and one or the other proposed to pay
the acct. so as to run it at one
place & we paid C. F. Penner what
he owed him

242 State when you were first informed
that C. F. Penner had a lien on the
crops raised by Dr. H. Harrison on
the lands but let by ^{H. Penner to} you to him as
aforesaid

Q I don't recollect exactly the date. ^{3 or 4 times} ~~about~~
it was over a week or two weeks after the
time we stopped supplying him

252 State whether or not since Dr. H. Harrison
^{with E. C. Wells, N. P. Wells & H. T. Putnam}
agreed to make his crops responsible for
any debts that the said E. C. Wells, N. P. Wells
& H. T. Putnam should advance to him

through Pasture fields
(excepted to on the ground that the agreement
in writing marked B. is the best and only
admissible evidence of the contract)

A yes he did

262. State what crops were cultivated
by said J. H. Harrison on said land
during the year 1882

A Peanuts & Corn, about 19 acres

272. State what became of the crops
raised on said land. If removed by
whom. And all the circumstances
connected with said removal

A I was in Norfolk at the time of the removal.
I was told by E. C. Wiles & Wm. Johnson that
Harrison & C. J. Penner carried them off
with carts that they had hired on
borrowed. I was told by Wm. Johnson
when I went to his place on 2d Ave
the peanuts that they were the peanuts
removed from said farm ~~and I stated~~
~~being told~~. I have no knowledge of my own
after I returned from Norfolk they had

I saw them hauling peanuts

282. State whether or not the said Geo. H. Harrison has ever paid the acct. for money & supplies so advanced him as aforesaid. filed with this deposition marked A.

A He has not

292. State what proceedings if any prior to the granting of this injunction were taken by the said E. C. Wells, R. P. Wells & H. F. Putnam to recover the amt. they claimed to be due them and upon which they claim to have a lien on said crop

A We employed Mr R. E. Boykin to go before a Justice of the Peace J. D. Brantley to get out a distress warrant which was granted but before it was executed he repealed it. It was placed in the hands of J. C. Butler a constable and he levied on the crop but before he sold the Magistrate took the distress warrant out of his hands

30 2. When said levy was made had the peanuts been dug

A They had, but had not been picked off. Some of them had been picked up off the ground.

Cross Examination

1 2

How do you know that the Peanut Company was divided?

A The officer told me that he wanted to write to Mr. Proctor to know how to collect.

2 2

Is this all the knowledge you have on the subject

A It is all the knowledge I have about the levy

3 2

What interest had E. B. Wells in the firm of Parton Wells in 1882.

A

E. B. Wells & W. A. Wells had an half interest in the firm.

4 2

To whom did Parton Wells change the articles named in acct. A with this deposition

A Charged them to J. H. Harrison. I had the acct. headed J. H. Harrison. To H. P. will do for J. H. Harrison but the heading was not then completed. Also had an acct. headed Race track also one Red cliff stock farm to show what each branch was costing as my books will show

Q-2 What was the exact heading upon the ledger of Particulars at the time these goods were charged.

A Commenced with C. C. Power & J. H. Harrison but they fell out & we divided the land and separated the acct. Then we headed the acct. on ^{J. H.} Harrison on ^{C. C.} Power so as to show what amt. was furnished each of them

Q-2 Has that heading ever been changed upon the ledger of Particulars

A In writing up the books I have taken all the acct. the race track acct. the Red cliff stock farm acct. The Station acct.

and finish up the Ledgers so as to
show the position the accts. were made
and all the Sub contents we furnished, so
as the books would show who owned the
accounts

7 Q. How Have you altered this J. H. Harrison
Account

A I have simply written over the heading
N. P. Wills & Co for J. H. Harrison

8 Q. When was this alteration made

A When I was settling up the business
of the Farm. I think it was in
December 1882 when I was settling up
the Farm acct. with Mr Putnam

9 Q. To whom were the goods mentioned in
acct. A. with this disposition charged on
the Day book of Putnam & Wills

A To J. H. Harrison. Similar entries
made as to Race track - Shallen & Farm

10 Q. Were N. P. Wills, E. C. Wills & H. F. Putnam
engaged in the Merchandise business

a E.C. Wells & N.P. Wells were. H. Z.
Putnam was not

112 Has not acct. A. filed with this deposition
been altered so as to make it appear
that instead of owing Pastan Wells
\$320 43 J.H. Harrison owes N.P. Wells
Two of the Red Cliff Stock Farm the
said amt.

a No sir. because N.P. Wells. E.C. Wells
& H.Z. Putnam are responsible for
the account

12 2. Has not the name Pastan Wells been
erased from said paper and substituted
with N.P. Wells Two of Red Cliff Stock
Farm

a ^{Mr.} Penning drew the acct. off and
it is his hand writing. but if Pastan
Two of the Red Cliff Stock Farm
own three fourths of the stock and in making
their headings they were made to show
who were responsible for the money or else
we would not have had acct. against
objects, instead of persons. but did it to
show what each branch of our business

was producing

Question 12 repeated

a Mr Penner drew it off and it does look as if it had been altered but it is not my hand writing. In telling him to draw the acct. off all that I had in relation to the farm in any way I had drawn off in shape to see what each branch was doing

Question 13 Are not the words of "Red Cliff Store Farm" in your hand writing

a They are and are connected with C. L. Upshur shows we are of Red Cliff Store Farm.

14 2 Was not that part of said alteration which is in M. F. Penner's hand writing made by your direction

a I ordered the acct. to be drawn off as it is but I don't recollect instructing any alteration

15 2 The last entry in said acct. H. No. Bal Due P & W. \$320 ⁴³

What Does That Mean

A It means Balance due Pasture Mills

16 Q When and where was the agreement made between E. C. Wills, H. P. Wills & H. F. Putnam to ~~make~~ and said J. H. Harrison to make advances to said J. H. Harrison.

A It was made in the store of Pasture Mills the first time I ever saw Harrison & know him. He was brought there by E. C. Wills & H. F. Putnam and we ^{then} did not know how much it would be necessary to furnish but agreed to furnish him what was necessary. We agreed with E. C. Wills & H. F. Putnam & H. P. Wills to furnish what was necessary.

17 Q Has E. C. Wills, H. P. Wills & H. F. Putnam paid the said acct. to Pasture Mills?

A We have what the farm claimed to pay it as our books will show.

18 Q Then so I understand it is paid & not

Q ~~the~~ ~~are~~ ~~holding~~ ~~all~~ ~~the~~ ~~proceeds~~ ~~of~~ ~~the~~
~~horse~~ ~~to~~ ~~be~~ ~~the~~ ~~booty~~; ~~all~~ ~~the~~ ~~proceeds~~ ~~of~~ ~~the~~
farm are to its credit & this is placed to
the credit of the farm

192 What was the date of the payment
to the Defendant C. F. Perkins charged
as advancement in acct A

A March 24th 1882 That is I gave
a note on that date which I have since
paid

202 Who gave that note

A Pasture records

212 Was not this before J. H. Harrison rented
the said land

A No Sir.

222 When did he rent it

A I don't know the exact date he
came on the place had been there
some weeks when I gave the note
for the horse.

232. Had it been as much as two months

A. I don't recollect, It was somewhere about the 25th July, 1882

242 your contract with J.H. Harrison in writing is dated the 6th April 1882 explain the discrepancy if you please

A The contract is a copy of one that was written when he first came then and was dated sometime after he had been to work. I attach no importance to the contract as he did not comply with it

252 you think then the date in said contract is a mistake of the copyist

A I think it is a mistake made in copying but I am not certain. They were there sometime before that

262. you say in your answer to the 19th question substantially that the defendant C.F. Pinner agreed to turn over J.H. Harrison to you - were you then acting

for Pasture rights or not

a The best evidence I have is the paper signed by C. F. Penner witnessed by M. F. Penner, that shows the turning over of J. H. Harrison - I was acting for Pasture rights and Pasture rights were acting for H. P. Penner too

27 Q.

Why did Pasture Mills stop furnishing goods to J. H. Harrison before his 24th day of April?

a

They had made such an account ~~because~~ we did not think it was prudent to furnish everything he called for. And did not refuse to ~~refuse~~ to furnish him such an acct. as he was working to pay for. we told him he could trade out a days work every day he did it and we would pay for lands to take off the crop & if he was taken sick, we would furnish him in a reasonable way as circumstances would require -

28-2

Then Pasture Mills refused to furnish him supplies in the way they had been doing

a we did, because the crop had been laid
by and he did not require as much as
he did before it was laid by then told
him when the crop was laid by we would
give him all that was due him

292. Why were Postian Mills so particular
about furnishing Geo. H. Harrison if
they were doing so on the sole responsibility
and credit of E. C. Wells, H. P. Wells &
H. F. Putnam

a Because we had been so instructed
by E. C. Wells & H. F. Putnam - as we had
paid out large prices per day for labor
that had worked with him in his
crop - as high I think as \$1²⁵ per day

302

You have stated in effect in your
answer to the 29th question that Postian
Mills reason was because the crop
had been laid by & he did not
require as much in your answer
to the 29th question - you say it was
because you had been so instructed
by Wells & Putnam. Explain yourself

a E.C. Wills a member of the firm of H.P. Wills. E.C. Wills & H.F. Patience had charge of our farming department and were looking after the farms. While H.F. Patience attended to the stables and race track and E.C. Wills having one third interest in the said farm Red Cliff. E.C. Wills also had interest in the store known as the store and Pasture lands and he could see Mr. H. Harrison's acct. for what H.P. Wills, E.C. Wills & H.F. Patience were responsible and saw what J.H. Harrison was doing on the farm as I have said before that department was under his management.

312. Will W.A. Wills have any interest whatever in the farm (Red Cliff)

Q What E.C. Wills & W.A. Wills arranged about the interest of the 3rd interest that E.C. Wills had in the Red Cliff stock farm I know nothing about. They were equally divided W.A. Wills & E.C. Wills in the farm known as Fair View.

322

Will H. F. Putnam have any interest
whatsoever in the mechanical firm of
Pastern & Wills

A None - except that H. F. Putnam
jointly agreed with H. P. Wills. & C. Wills
or H. F. Putnam to be responsible for
such advances made to carry on
the farm. Red cliff & such advances
as Pastern & Wills should make to
tenants

Re-examined

21

I understand from your cross examination
that E. C. Wills, W. A. Wills or H. F. Putnam
cultivated a part of the Red Cliff
farm. But let a part thereof be
shared to C. C. Powell - part to J.
H. Harrison - that they also had
and conducted a saw track on
said farm & stood a station. Am
I correct

A you are

2 Q were the accts. kept by Pastian & Wells for Amts. advanced to cultivate the Rice Cliff Stock farm - " ^{conduct} the Race track expenses of the Stallion. Amts. advanced to Amts. kept separate and distinct from one from the other

Ans They were. So as to see whether the horse was making or losing

3 Q How was the acct. of the Race track ^{originally} headed in the books of Pastian & Wells

Ans Race track to Pastian & Wells Dr. Cr. Stallion acct. kept in same way

4 Q How was the acct. of J.H. Harrison originally charged and headed

Ans J.H. Harrison to Pastian & Wells Dr. Cr. the same as the others

5 Q Who was responsible to Pastian & Wells for the Race track acct. Stallion acct. and J.H. Harrison's acct. respectively

Ans N.P. Wells. L.C. Wells & H.F. Pullman

H. Z. Putnam had half interest in the
Stellin & was responsible for half of
the acct. charged to the Race track.
Having but one third interest in the
farm was responsible to Pasture owners
for one third of Harrison's acct.

6 2. Why were there accts charged and
headed on the books of Pasture owners
in the manner above mentioned

A So as to show what each owner was
doing or making

7 2. State what alteration if any has been
made in the headings of some accts.
When made - and for what purpose

A As soon as I recd. them they were made
about the time he had determined to
the crop & was getting our business
in shape H. P. Wells E. B. Wells & H. Z.
Putnam which persons constitute H. P.
Wells, E. B. & H. Z. we wrote over the head
of the Red Cliff Stock Farm acct H. P.
Wells, E. B. for Red Cliff Stock Farm

as we knew the farm could not owe us but W.P. will also occupy of the farm Red Cliff must owe the acct. for said farm and the same with the Stearns acct. Red had acct. of J.H. Harisont acct.

8 2. Have the accts. of S.B. Will, H.P. Will & H.F. Putnam with Partan & Will be settled in full or are there still outstanding claims to be collected before such settlement can be had.

a The outstanding claims are to be collected before such settlement can be had

9 2. State whether or not there is any amt. to the credit of S.B. Will, H.P. Will & H.F. Putnam or the Red Cliff Stock farm or the books of Partan & Will and if so what amount.

a There is about \$350 to the credit of Red Cliff Stock farm now. That that department came out ahead

10². Why is not that Am^t. paid to N.P. Wills
E.C. Wills & H. F. Putnam

A Because the Rice tract is in debt
and the tenants acct's have
been paid

11² Do I understand that you have
refused to advance to D. H.
Harrison on the responsibility of E.C. Wills
N. P. Wills & H. F. Putnam necessary Am^t.
to enable him to cultivate and save
his crops.

A you do not

12² Have Partisan Wills on the responsibility
aforesaid been always ready & willing
to advance necessary & proper Am^t.
to cultivate and save their crop

A They have

13² Did E.C. Wills N.P. Wills & H. F. Putnam
ever instruct Partisan Wills not to
advance necessary & proper Am^t. to cultivate
and save their crop.

Q They have died

14 2. Then I understood that E. B. Wills, H. P. Wills & H. F. Putnam were writing that Pastern & Wills should advance necessary and proper amounts to cultivate and sow said crop

Excepted to as leading & becoming improper on the examination & because it is cumulative

A yes as they directed

Re crop examined

Q you have stated that the acct. of J. H. Harrison, ranch tract No. was kept separate on the books of Pastern & Wills in order to show what each horse was losing or making. What interest did the mercantile firm of Pastern & Wills have in this question

excepted to because after being re-examined the defendant has no right to cross examine said witness

A we were requested to do it to show to H. P. Wills & Co. It was no interest to Pastern & Wills except to show to H. P. Wills, E. B. Wills & H. F. Putnam what the farm ranch tract & stallion was making or losing

And we kept the acct for them so that they
could see the condition of their business.

2 2. Then it was the acct of H. P. Wells
S. C. Wells & H. F. Putnam against their
partners or subjects and not the acct.
of Putnam & Wells although kept on
the ledger of Putnam & Wells.

Q you are right.

And further this depends same note

H. P. Wells

The witness E. C. Wells being first duly sworn in answer to questions deposes and says

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

A 25 yrs of age. Harwood County - Merchant & Farmer & I know the parties to this suit.

2². State when and with whom you were engaged in the mercantile business in 1882

A In the village of Blacksburg, Harwood Co. Va. with H. P. Wells & W. A. Wells which firm is styled Pastern Wells

3². State on what lands and with whom you were engaged in farming during said year - & said lands were rented from whom & when rented

A J. & W. A. Wells Cultivated the Fairview farm jointly which we rented of J. no. B. Whitehead but the operations on that farm have nothing to do with this suit -

I went to Norfolk and rented of C. L.
repton the Red Cliff Stock Farm as
Agent for N. P. Wills E. C. Wills & H. F.
Putnam. ~~Some time about the 1st of July~~
~~1882. On the aforesaid mutually agreed~~

4². State whether or not you cultivated
the said Red Cliff Stock Farm during
the year 1882 in whole or in part. Whether
you sub let any portion of said land
for a share of the crop raised thereon -
Whether there was any agreement on the
part of E. C. Wills N. P. Wills & H. F. Putnam
to make any advances to sub tenants
with whom said agreement if any
was made. When made - What
advances if any were made in pursuance
of such contract - How and by whom
advanced. The amount advanced
and all the facts and circumstances
connected therewith

Q. We ^{E. C. Wills, N. P. Wills & H. F. Putnam} cultivated a part of the Red Cliff
Stock farm and put the other land
out on shares - we rented to Messrs. C. L.
Powell & D. H. Harrison 35 acres of land

more or less to be cultivated by them jointly
but after they had worked together a short
time, they concluded not to work together
and came to us to divide the land
equally between them. Mr J. H. Harrison
stated to us that he had a horse of his
own which he would want to cultivate his
crop. C. C. Powell had no horse. H. F.
Pulman upon his own responsibility
furnished C. C. Powell with a horse to
work his crop. When we saw it was
necessary to make arrangements with some
party to furnish such supplies as were
needed at the Red Cliff Stock Farm H. F. Pulman &
myself went to the Store of Pasternack &
& made arrangements with them to furnish
horses and supplies to cultivate the
Red Cliff Farm and also to furnish
such goods, to our tenants as were
N. P. Wells H. F. Pulman & C. C. Wells
as land lords gave right to them, but
N. P. Wells representing the interest of
Pasternack & Wells did object to furnishing
Mr J. H. Harrison & C. C. Powell any goods
or supplies until I brought Mr Pulman to
the Store and we agreed to be responsible
to Pasternack & Wells for the amount of goods
and supplies furnished J. H. Harrison

C.C. Powell. N. P. Wills stated to
us that he did not know Mr
Harrison or Powell & that he could
not, representing the interest of a
firm ^{of P. & W.} ~~become responsible~~ make
advances to irresponsible parties
unless Mr N. P. Wills, E. C. Wills &
H. F. Putnam would agree to become
responsible to Pastan & Wills for
all supplies and money which they
furnished. I. H. Harrison & C. C. Powell,
After a short time Mr C. F. Pinner came
down & claimed the horse which was
understood to be the property of I. H.
Harrison & at the same time he stated
that his horse could not work a
crop for our tenants & that we must
pay him for the horse or he would
take him in his possession and
he further claimed that I. H. Harrison
owed him an acct. which acct.
we ^{P. & W.} assumed after getting permission
from H. F. Putnam, E. C. Wills & N. P. Wills.
They also would be responsible to Pastan
& Wills for this acct. which Pastan & Wills
paid C. F. Pinner. We, Pastan & Wills acting
under the instruction of N. P. Wills, H. F. Putnam

& E. C. Wells had a written agreement that he was not to furnish ^{J. H. Harrison} ~~him~~ with anything more during the year 1882. I as agent for the firm of H. P. Wells & Co. made all arrangements with the tenants as to how they should cultivate their crops & that the whole farm should be under my directions.

5-2. State whether or not there was any contract or agreement between E. C. Wells, H. P. Wells & H. Z. Putnam and the said J. H. Harrison that they would make advances of money & supplies to the said Harrison to enable him to cultivate the said land.

A. There was a contract. a verbal one at first which was afterwards reduced to writing.

6-2. State on what terms the said Harrison was to cultivate said land. whether he was to pay a sum of money as rent or whether the rent was to be paid in a share of the crop.

A. He was to furnish his own horse, feed him

and pay for all seeds and labor used
in planting and making the crop and all
other expenses that should be incurred
in planting - making & caring the crop
out of his two thirds of the crop - the other
third being the rent which was due H.P.
Wells E.C. Wells & H.F. Putnam - J.H. Harrison
further agreed to make his two thirds of
the crop responsible to H.P. Wells, H.F.
Putnam & E.C. Wells for the advances
which H.P. Wells E.C. Wells & H.F.
Putnam had directed Pasture hands
to make to him the said J.H. Harrison
which is shown by the contract filed
in this cause marked B.

7 2.

State whether or not the contract between
E.C. Wells H.P. Wells & H.F. Putnam and
J.H. Harrison was reduced to writing
as soon as the agreement was made
or was it reduced to writing sometime
after it was made

A

we had a verbal agreement at first
which was afterwards reduced to writing

8 2

You have stated in your answer to Question 4 that E. C. Willis H. P. Willis & H. F. Putnam styled H. P. Willis & Co. ~~agreed~~ ~~with~~ entered into an agreement with Pasternak & Willis by which Pasternak & Willis agreed to furnish to the tenants of H. P. Willis the such Amts as the said H. P. Willis & Co. should think proper to direct. On whose responsibility and credit was the ~~advancement~~ ^{to be} advanced as aforesaid. especially the Amt to be advanced to J. H. Harrison to be furnished

Q

On the responsibility on H. P. Willis & Co. namely - H. P. Willis E. C. Willis & H. F. Putnam

Q 2

State whether or not the said H. P. Willis & Co. agreed with Pasternak & Willis to become responsible for the Amts. to be advanced to J. H. Harrison as aforesaid

A

They did

10 2.

Are they now responsible to Pasternak & Willis for advancements made in pursuance of said agreement

A They are

11^{2.} Who does Partisan ^{look} to for the payment of the amt. advanced to D.H. Harrison

A They look to H.P. Coils, L.B. Coils, H.H. Putnam

12^{2.} State whether or not advancements were made to D.H. Harrison in pursuance of said agreement and the amt. of said advancements

A. They were. amt. \$320⁴³. acct. filed marked A. with their depositions

13^{2.} State whether or not C.F. Penner had knowledge that you were furnishing D.H. Harrison money & supplies to enable them to cultivate a crop on said land

A He did have knowledge

14^{2.} State your reasons for above statement

A Because when we paid Mr. C.F. Penner the understanding between us was

That he would turn J. H. Harrison over to us and that we were to supply him for the year 1882 and furthermore I went to see Mr. C. F. Penner my self and told him not to furnish J. H. Harrison with any goods or supplies. This was in September about the latter part. He said he had a crop here but J. H. Harrison owed him a very large amt. at that time. As well as I recollect he said that Harrison ~~owed~~ did not owe him \$50. J. H. Harrison & C. C. Powell said they both ~~owed~~ owed him over 100 dollars.

15². Was this the first time you were informed that Mr. C. F. Penner had a crop here on the crops of J. H. Harrison

A No Sir. H. P. Wells came to Suffolk and found papers in the Clerk's Office dated, not submitted to me more than 5 days before I saw Mr. Penner

16². Did you then inform him that you had a lien on the crops of J. H. Harrison & had made advances to him

Q I did go to his store & tell him so.

17² State whether or not said J. H. Harrison has ever paid the said acct. for advancement marked A. filed with these depositions.

Q He has not.

18² State whether or not he has paid a share of the crop as rent for said land.

Q He left a part of the peanuts in the field but whether he left one third or not I can't say as he divided the peanuts and took what he thought proper in my absence. As regards the statement rendered by the tenants at the house, the peanuts he did not leave one third of the peanuts in the field & what he did leave were partially torn down & in bad condition. I got one third of the corn ~~the~~

19² State what became of the remainder of the crops raised on said land by J. H. Harrison.

A J.H. Harrison came then with a great many carts & moved a part of his ~~peanuts~~ away. I stopped the peanuts by getting out an attachment, for a short time. That was on Saturday - Monday H. P. Perrier J.H. Harrison moved them to Johnson's.

20.² Do you know what then became of them

A C.F. Perrier employed many ~~hands~~ picked off a large portion of the peanuts and kept them out of our sight.

21.² Then I understand from your answer that a large portion of the peas were moved by J.H. Harrison from the said land, went into the hands of C.F. Perrier - Am I correct

A you are

22.² What became of the other portion that did not go in the hands of C.F. Perrier

Q The small quantity that was left went
into the hands of M. F. Penner as Receiver

23² State what efforts if any prior to the
granting of this injunction were made
to prevent the removal of said crops
and all the facts & circumstances
connected therewith

A We got out a distress warrant which
was issued by J. D. Bunting. Put it in
the hands of F. C. Butler constable. F. C.
Butler took possession of the said crops
laid upon it but before he could
advertise the property J. D. Bunting &
Mr Menitt Briggs came down and took
the warrant out of F. C. Butler's hands
after the levy had been made. J. D. Bunting
gave the papers to Mr Briggs which he
put in his pocket and carried to court.
Before Mr Bunting went into the trial
of this case I asked for a continuance.
I have reference to the time when Mr
Bunting came down, took the papers
from Mr Butler, but before they went
into trial I asked for a continuance
upon the ground that my attorney was absent.

He refused to grant a continuance and
 as I have before stated took the warrant
 from Mr. Butler after the levy had been
 made. I went to Smithfield that
 evening to consult our attorney. He
 came down the next morning as well as
 I recollect. He & myself went to the
 station, there we found J. D. Bunting
 and Minnie Briggs. Mr. Bayden took
 justice Bunting out & asked him upon
 what ground he took the warrant from
 F. L. Butler Constable. If he assigned
 any reason for doing so I did not
 hear it. but he did agree to get
 the papers from Mr. Briggs and give
 the back to the Constable F. L. Butler
 which Mr. Briggs agreed to in my presence.
 When I came to Suffolk with Mr.
 Butler for the papers Mr. Briggs refused
 to give them to Mr. Butler. He got assistance
 took the papers, went down to see
 Justice Bunting and he and Mr. Prentiss
 finally succeeded in making Mr.
 Bunting believe that he had not
 promised to give the papers up to Mr.
 Butler and if he did they were both
 sure that they were to be turned over to
 Butler with the understanding that

He was not to execute the papers until they and their clients could have a little more time

24² State whether or not at Myrtle Station Mr Bunting agreed that the papers should be delivered to F.C. Butler Const. to be executed. directed Mr Briggs to deliver the same to the said F.C. Butler and Mr Briggs consented to deliver the same to Mr Butler

Q Mr Bunting did agree to deliver the papers to F.C. Butler in order that he might take immediate action and prevent C.F. Perkins from carrying away in the night papers belonging to H.P. Wells, E.C. Wells & H.P. Perkins. I have reference to the papers which I did see, took from one premises and carried to Wm. Johnson's

25² Was your counsel present when Mr Briggs & Mr Perkins carried the papers to Justice Bunting

A No Sir.

Cross Examined

1. 2.

you state in effect that there was a written contract between E. C. Wills, R. P. Wills & H. F. Putnam and J. H. Harrison, that they would make advances to him to enable him to cultivate the land (see answer to Question 5) where is that contract?

A

It is the paper marked B. Filed with these depositions

2. 2.

What clause in the said paper
Such an agreement

A

From the simple fact that the contract entered into shows that J. H. Harrison agreed to make his ~~stone~~ ^{crop} ~~crop~~ ^{supplies} at the stone of Partisan Mills to H. F. Putnam, E. C. Wills & R. P. Wills as it is evidently a contract between E. C. Wills, R. P. Wills & H. F. Putnam & they had no right to make a contract with J. H. Harrison with any other parties except the above mentioned E. C. Wills, H. F. Putnam & R. P. Wills

3. 2.

Is this your only reason for the statement that there was such an

~~Such an~~ agreement in writing

A No Sir. I as a gent^{N.P. Wills & Co} wrote the agreement between N.P. Wills & Co. Wills & H.F. Putnam believing that I was writing a contract between J.H. Harrison & N.P. Wills & Co. as they had directed me to write a contract for them. I simply referred to Putnam & Wills to show that the acct. made by J.H. Harrison, was made at their store under the instruction of J.L. Wills, N.P. Wills & H.F. Putnam

4² Is there any other contract in writing between Wills, Wills & Putnam and J.H. Harrison besides the said paper B.

A No other written contract. There was a verbal one at first which was afterwards reduced to writing. It is paper B above referred to

5² Are you prepared to swear that M.C. F. Perkins knew that Wills, Wills & Putnam had an acct. against J.H. Harrison for advances

A I am prepared to swear that he knew it after I informed him of it. And before he had furnished I H. Harrison & C. C. Powell \$15 in money or supplies agreeable to their statement to me

Q² What did you say to Mr. Perkins as nearly as you can recollect

A I said to Mr. Perkins, Mr. Baykin says there had been a recent law which took effect the 6th day of March. It gave us as landlords or owners of land a prior lien to any that he could take

Q² When did you first consult Mr. Baykin

A I consulted Mr. Baykin about the 1st July 1882. As a Negro was about to harvest his crop I asked Mr. Baykin if we did not have a right to work his crop & take what it cost to keep him from losing his crop, out of the crop after it was made. This is the time that Mr. Baykin called my attention

to the law which had been passed to protect land owners or occupiers of land

8² Did you not tell Mr Penner that the advances had been made by Postleau & Willis

A I have no recollection of telling him anything of the sort

9² Did you tell him who had made the advances

A I did

10² Was any one present

A Yes Sir - M. J. Penner was present in the store of C. F. Penner, that was his business at his store

11² Did you not receive notice before the crops were moved by Harrison to claim and get your third and be present at the division

A No Sir. But before they finished dividing

the peanuts, but after a part of the ^{peanuts} crop
had been moved they did not by the & tell
me to come along and see the balance
of the peanuts divided. If I did not
they were going to let them run down
there as Mr Briggs had decided to
and divide them anyway. I told her
to go ahead and do as Mr Briggs had
directed her as he seemed to know
more about the crop than I did.

12 ² - Will you go

A No Sir

13 ² - How do you know that Constable
Butler levied the District warrant

A Because he told me so

14 ² - Is this your only reason

A Yes Sir - Mr Butler came to the store
& told me that he had been ordered
and stopped all the crop when it was
& no one could touch it

Re examined

1. ² Prior to the written agreement of J. H. Harrison to make his ^{crops} responsible for advancements, was there not a verbal agreement between N. P. Wells, E. C. Wells & H. F. Putnam and J. H. Harrison ~~to make his crops~~ that E. C. Wells, N. P. Wells & H. F. Putnam should make advancements to him and his crops be responsible therefor.

excepted to because the written agreement is the best & only admissible evidence.

A. There was a verbal agreement.

2. ² Was ~~it~~ this verbal agreement the agreement you proposed to reduce to writing when you drafted the agreement filed with the papers in the case.

A. I came as near to it as I could. I did.

3. ² Was it understood that you should write a contract binding the crops of the said J. H. Harrison for anti-advances him by E. C. Wells, N. P. Wells & H. F. Putnam.

A. It was as impertinent & irrelevant as the question and answer excepted to.

4/ 2.

In your cross examination you have stated I have no recollection of telling Mr Penner that P. D. Van Dusen made the advances to J. H. Harris. - Will you tell him who made the advances?

A

I told him that Putnam, E. C. Wells & H. P. Wells were responsible to P. D. Van Dusen in the purchase of M. & P. Penner his brother.

And further this Dependent claim had

E. C. Wells

The witness M. & P. Penner being duly sworn deposed and says in answer to the following questions.

Q1

State your age residence and occupation & whether you are acquainted with the parties to this suit.

A.

26 years of age I reside in Kansas I am farming I know the parties to the suit.

2 Q. State whether or not, within your knowledge, J. W. Harrison leased any land from E. C. Wills & P. Wills & N. F. Putnam for 1882 for or share of crops to be raised on said land?

A. They did.

3 Q. State whether or not there was any agreement between E. C. Wills & P. Wills & N. F. Putnam & J. W. Harrison that the said Wills & Putnam should make advances to Harrison to enable him to cultivate a crop on said land?

A. I do not know whether there was or not. They had an agreement but I do not know what it was.

4 Q. State whether or not any advances were made to said Harrison, if so by whom?

A. They did furnish them. They got the goods from the store of ~~Putnam~~ ~~Wills~~ and Mr. P. Wills told me that Wills & Putnam were responsible to

Pastern & Mills for ~~what~~ the
amount of their account for 1882.

5 Q. When was that statement made to you
and what induced such a statement?

A. I don't know exactly the time.
Say June or July - the middle of
the year. Because I asked Mr.
N. P. Mills if they were not going
to trust Harrison about in the
way they were going on.

6 Q. Do you know of any payments
made by Pastern & Mills to C.
F. Primer about March 1882, of a
kind that C. F. Primer had on a
horse in possession of J. H. Harrison
and an account that he had
against him; on whose account
said payment was made, and all
the facts & circumstances connected
therewith?

A. Yes. ~~They gave~~ My brother C. F. Primer
had an account against J. H. Harrison
and I think against C. Dowell -
He had a bill on a horse he =

concerning to J. N. Harrison - He
told Mr. N. D. Mills that if they were
furnishing Harrison that he would
either have to pay Harrison's account
and for the horse or else he would
take the horse from him - Mr. Mills
agreed to pay the account and
for the horse (the amount of the
loan) - for which he gave C. F.
Pinner Eastern Mills negotiable
note for the amount payable
the 15 day of January 1883.
He then wrote an agreement which
I witnessed. - The paper marked "3-"
filed with these depositions is the
agreement. - At the time there was
nothing said about whose account
it was paid on. He gave the
note. That agreement I
think -

7. Q.

Were you present at a subsequent
interview sometime in the latter
part of Sept 1882, between
E. C. Mills & C. F. Pinner, if so
state what passed -

A.

I was with them twice. - E. C. Mills

& myself went down together about
 this time, and told C. F. Pinner
 that Harrison & Powell had
 told M. Wills that the amount
 with him was only \$15. and that
 he would pay that and all expenses
 of writing & recording the paper
 if he would release it. That is
 if he would release them (Harrison
 & Powell) & give them control of
 Harrison & Powell's crop. C. F.
 Pinner stated that they owed him
 a great deal more than that.
 E. C. Wills asked him the amount.
 And C. F. Pinner told him that he
 could not tell him just then, but
 that he would make out the ac-
 count & come down to see him.
 but he did not do so. - and we
 went the second time. - and I
 advised C. F. Pinner to do as he
 had promised Mr. Wills, but he
 told Mr. Wills that he had decided
 not to do it - that he would
 settle it by law. That is about
 what he said - I think -

S. Q. During either of these interviews

did Mr. C. F. Primer state what amount
was owing him by J. N. Garrison?

A. I don't know that he did

Q. State whether or not C. F. Primer
during the period designated as
somewhere in March 1882 to the
latter part of September, had any
knowledge that either Eastern Mills
or Eastern Mills for N. P. Mills,
E. C. Mills & H. F. Putnam were making
advancements to the said Garrison
under an agreement that his crops
should be responsible therefor?

A. I presume he did. From the same
fact that when Eastern Mills
him then negotiated with him
then he would have been
Powell over to you. He
to N. P. Mills.

10. Q. Do you know anything further in
reference to the matter in question
very? If so state it.

A. I don't know, but I have reason

to believe that Hills, Wills & Putnam
were responsible. Putnam & Wills
furnished the goods & Hills
& Putnam were responsible.
Because E. P. Wills told me that in
June & July that he did not
believe that the farm would have
enough to pay Putnam & Wills.

11. Q. Do I understand you to say that
H. P. Wills also told you that E. P.
Wills, H. P. Wills & H. Putnam were
responsible for the farm's
account?

A. Yes.

Cross Examined:

1. Q. How were the goods charged on
Putnam & Wills books?

A. They had a ledger heading for every
branch of business that they had
connected with the farm. The
headings were the Race Truck, Ham-
iltonian Station, J. H. Harison
C. C. Powell and the H. P. Wills
& Co. - These goods were charged

to J. H. Harrison, & C. C. Powell.

2. Q. Have the ledger headings J. H. Harrison & C. C. Powell been altered?

A. They have not. - They have been written over the top as they intended they should be.

3. Q. What has been written over the top and when was it done?

A. I could not tell the wording - I don't know when it was done.

4. Q. What ~~do~~ is your recollection as to the additions to these headings?

A. It is simply something to show that N. P. Mills, E. C. Mills & N. J. Putnam are responsible for the account.

5. Q. Who made this alteration?

A. I'm N. P. Mills.

6. Q. Has not account A been written these depositions been so altered as to make it appear that the articles therein charged were furnished by N. P. Mills & Co. of the New Cliff Stock farm in stead of by Pastern & Wicks?

A. Yes. I made the account just as they were on the books of Pastern

+ Wills - I afterwards erased that
and put it N. P. Wills & Co. -

7. Q. Why was this alteration

A. I do not know -

8 Q By whose direction was it made
and when? -

A. By direction of N. P. Wills. I
cannot tell you -

9 Q. Was it not after the ~~case~~
dispute between C. F.
Wills, Wills & Putnam had arisen

A. It was after that because I made
the account out after that. -

Re-examined

1 Q Did you make out the Race had
acct.

A I did

2 Q Did you make it out with like
alterations as were made in acct. A

A I think I did

Q I understand you to say you made the acct. out as it was changed on the books J. H. Harrison in acct. with Pasture & Mills and by the direction of H. Purvis attend it to H. Purvis for of Red Cliff Stock Farm and this direction was given while you were making out the account. If you had any conversation on the subject with him state it?

A As I ^{was} making out the acct. he told me to make it - J. H. Harrison to H. Purvis that as that was the way he intended it

And further this defendant

The witness J. H. Henderson being duly sworn in answer to questions depone and says as follows.

Q State your age - Residence, occupation and do you know the parties to

A - 58 yrs. of age - Reside in Henderson Co. Ky. Last two years been running a pack horse & I know the parties to this suit

2 Q State whether or not during the fall of the year 1882 C. F. Penner carried to your warehouse a number of bags of peanuts. If so state the number and what was done with the same. But during conversation you may have had with him in reference thereto.

A He told me he had 25 or 30 bags of peanuts in his warehouse for me to carry to my mill there. I did not count the bags but supposed that there were about 25 or 30 of bags. I think it was about the 1st of October that I got from him. On the 1st of November the peanuts had been removed from my warehouse. I saw Mr Penner and he remarked to me "I don't want you to think anything of my moving the peas out of your warehouse. I expected some trouble or some fuss over them. I told him all right."

And further this deponent saith not

J. H. Underwood

The witness Wm. Johnson being first
duly sworn in answer to question
deposes & says

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

A 38 yrs. of age - live in Henderson county.
Am a farmer and I know the
parties to this suit

2 Q State whether or not in the fall of 1882
J. H. Harrison, C. C. Powell removed
peanuts in the shock from the R
Shen farm if so where
them - what quantity
where were they carried and what
became of them

A They did move in October peanuts
from said farm - don't know the quantity
Harrison & Powell were brought in a bunch
together I think the sum of 400 shocks -
I helped to move them. I am 20. I call Lewis
Briggs, Levy Hargrave, William [redacted] son of
Emanuel Wrench - John Howard, Charles
Minton sent his team.

They were brought to my house. They were picked off and moved to Everett's Bridge carried to C. F. Penner. I can say what became of them is.

3 Q How many peanuts would they pick off to a shock

A I don't really know

4 Q Were they pretty fair peanuts

A Yes Sir

5 Q Would they pick three quarters of bushel to the shock

A I can not say

6 Q How many bags of these peanuts did you carry to C. F. Penner at Everett's Bridge

A I carried 16 Bags. Some that were not sewed up at another time. I can't say how many

7 Q Did you carry any others at any place for Mr. C. F. Penner

A. I carried 8 bags to Reed's Ferry

8 Q Did any person other than yourself
carry away any of these peanuts

A Harrison carried away some.

9 Q Did any other person carry any
of these peanuts to C. F. Pinner

A I don't think any one carried any
away except myself, Harrison Powell

10 Q Do you know whether or not the
peanuts carried away by Harrison
Powell were carried to the

A One load was carried to the
Harrison, don't know whether or
not others were or not.

11 Q Who asked you to remove the
said peanuts from the said ship

A Harrison - Pinner & Powell

12 Q Who asked you to take the
to be put on your land

Q Harrison - Powell & Penner

13 Q Was Mr Penner at your
frequently with said peas and
passed off

A Yes sir

14 Q Who was the person
of said peas

A Penner Powell
was the buyer

15 Q Can you in any way
how many pounds were
now an approximate to the weight of

A I can not exactly. I have thought between
30 and 40 bags. I judge that from what
I carried away

16 Q Did Mr M. F. Penner as a carrier get
possession of any of the peas carried
to your house

A. He did. I mean 30 or 40 bags including
all brought to my house.

The witness W. R. Powell being
duly sworn in and
de

1 Q State your age, and
and do you know the

A I am 22 yrs of age
Clerk and I know the

2 Q State whether you were on the Red
Cliff River farm in the year 1882

A I did

3 Q State whether you know of any agreement
excepted to with E. C. Wills, H. F. Putnam & H. P. Wills
as irrelevant
to the issue
as to whether they were to be responsible
for the accts. that were run by said
Harrison & Powell with Putnam & Wills

A E. C. Wills, H. F. Putnam & H. P. Wills were
to be responsible to Putnam & Wills for
the said accts of Harrison & Powell

4 Q State whether Putnam & Wills looked to
E. C. Wills, H. F. Putnam & H. P. Wills for the true
payment of the Accts. furnished to said

Harrison & Powell or whether they looked
to Harrison & Powell for the payment
thereof

A Pastian & Wells looked to E.C. Wells H.P.
Wells & H.F. Putnam for the payment of
Harrison & Powell's accts.

5 Q Then I understand you to say that the
credit in this case was given to E.C.
Wells H.F. Putnam & H.P. Wells and not
to Harrison & Powell

A you understand me to say that the
credit was given to H.P. Wells, E.C. Wells &
H.F. Putnam & not to Harrison & Powell

6 Q Have any payments on these accts.
Harrison & Powell been
debt Harrison & Powell to
H.P. Wells E.C. Wells & H.F.
Putnam from the proceeds of the

A H.P. Wells E.C. Wells
payments from the
the Red Cliff

7 Q State whether you are Proscriber for Partisan
or Wills or not

A I am

7 Q State whether you received the
the payments that have been made by
E. C. Wills to H. F. Putnam and H. P. Wills

A \$350—

Cross Examination

1 Q you state in your Answer to the 4th
Question that Partisan Wills looked to
Wills, Wills & Putnam for the payment of
Harrison & Powell's acct. How do you
know this?

A I know it by the Agreement to the effect
that was made before Partisan Wills and
E. C. Wills, H. F. Putnam & H. P. Wills

2 Q Where and when was this Agreement
made and were you present

A I was not present but saw the
Agreement and read it

3 Q Paper "B" filed with these depositions is now shown to the witness. Is paper B the agreement to which you ~~after~~ have just alluded?

A Yes Sir that is the paper which I witnessed after it was written

4 Q When were the payments made on Harrison & Powell's acct?

A In December 1882

5 Q What is the credit on Powell's acct?

A I don't recollect

6 Q What is the credit on Harrison's acct?

A I don't recollect

7 Q Has the credit of ~~the~~ actually placed to the credit of ~~the~~ or is it to the credit of ~~the~~ ~~Rock Farm~~

A It is to the credit of the Red Cliff Rock Farm

8 Q you say in your answer to the 5th question that the credit was given to ~~the~~ ~~Pastor~~ ~~to~~ ~~you~~ ~~know~~ ~~this~~?

A The credit was given to ~~the~~ ~~will~~ ~~of~~ ~~Pastor~~ ~~that~~ ~~to~~ ~~Harrison~~ ~~Pomeroy~~ ~~because~~ ~~Pastor~~ ~~will~~ ~~would~~ ~~not~~ ~~favor~~ ~~Harrison~~ ~~Pomeroy~~

Question repeated

A I know it by the agreement between Pastor ~~will~~ ~~of~~ ~~will~~ ~~of~~ ~~Pastor~~

9 Q Is paper B. filed with this deposition the agreement to which you allude

A It is not

10 Q When is the agreement between Pastor ~~will~~ ~~and~~ ~~will~~ ~~of~~ ~~Pastor~~?

A I don't know

11 Q Was it in writing?

A I don't think it was

12 Q How do you know that there was such an agreement

A I heard Partisan revellers say that they would not furnish Harrison & Powell on their credit

13 Q Is this your only reason for saying that there was such an agreement?

A No Sir

14 Q What other reason have you?

A They ^{P.H.} ~~are~~ ^{are} not fit to be ~~entrusted~~ ^{entrusted} with the conduct of such ~~business~~ ^{business}

15 Q How did Wells, Wells & Partisan give the consent?

A By being responsible ~~Partisan~~ ^{Partisan} ~~for~~ ^{for} said Harrison & Powell

16 Q How & when did they become responsible?

Q wills will Putnam become responsible
for Power. Has
rented the land from
They went to the store and paid 50

17 Q Then the agreement was verbal or was it
in writing

A Yes Sir

18 Q Was the land rented on Pastian's ac-
count

A No Sir. ^{not} That I know of

19 Q Were you present when the land was rented?

A No Sir.

20 Q You have stated that the bargain between
Pastian & wills and wills & Putnam
was made at the time the land was rented,
you have also stated that you were not
present at that time - explain yourself

A I don't know it at that time but I know
it afterwards by partisan devices saying that
they would not credit Power & Harrison, unless
Wells Wells & Putnam would become
responsible for them

21 Q Then you were not present when the land
was rented

A No Sir

22 Q And your only knowledge of bargains
at that time made is derived from others?

A Not derived from other people but from
the parties themselves

23 Q Which of the parties?
From Wells Wells Putnam & Harrison
& Power

24 Q When did Harrison tell you of this
bargain & who was present

A I don't recollect
was present

25 Q When was it?

A On the 21st of Jan

Re-examined

1 Q you say that you are the bookkeeper for
partisan tickets as such do you say
that their goods in their acct^s were sent
to Harison & Dourie upon the sole and
only faith and credit of their tickets &
Putnam and at their request?

A yes sir.

Were you Bookkeeper for Partisan tickets
during the year 1882

A Part of the year I was. It was the latter part
And further this deponent saith not

W. R. Payne.

The witness F. B. Butler 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?

F. C. Butler being duly sworn deposes and says as follows:

1. What is your
occupation and do you know the
parties to this suit?

a. F. C. Butler, 30 years old, Brunswick
County, Connecticut and farmer and I
know the parties to this suit.

2. Were you a Constable for Connecticut
Magistral District during the year
1882?

a. Yes.

3. State whether or not, during the fall
of 1882 Messrs N. P. Wills, E. C. Wills
and H. H. Putnam placed in your hands
for execution a certain warrant issued
by John J. Bunting Esquire in their behalf
under the new crop lien law, against
John H. Harrison and C. C. Powell?

a. Yes Sir.

4. State whether you made a levy on the
goods and chattels of the said Harrison and
Powell by virtue of the said warrant?
And if so state what property you levied on?

a. I consider I did, by going in the field
when Harrison and Powell were at work
and reading the warrants to them.

and explaining the warrants and
counting the number of shocks of peas
nuts then in the field and stopping
the parties from proceeding any
further from hauling the peanuts
away. as they had ten or a dozen
carts then removing the peanuts.
I told them I lived on the peanuts.
I then went out in the field where
the Corn Crops were and took
a memorandum of the Corn as it
then stood in the field. I then went
to a tenants house on the same
farm found a lot of peanuts
picked up said to be the property
of Powell and Harrison and put
them in my memorandum as a
portion of the property of Harrison.
I then went up to the estate
of H. F. Valnam and was shown
a lot of peanuts by E. C. Miller and
to belong to Harrison and Powell
and also made a memorandum of
that as a portion of the property
belonging to Harrison.
Wm Harrison

I also saw a lot of peanuts and
took an accurate account of the

number of stocks, notified the parties
that they must not be removed
but didn't know how many there
was made by a list
found in a copy of a paper of high
value which was sent to me
for immediately by the way of
Mr. Briggs, I went down to the
to check it, was asked by Mr.
Briggs to let him see the paper
I delivered him the paper but told
him they were not properly indexed
as I had not had the time to get
any ink, and was told by Mr.
Briggs that it made no material
difference as the paper would be
quashed.

5- Did Mr. Briggs give the papers back to
you?

A No sir. He gave them back to the justice.

6 By these papers do you mean the warrants
then alluded to?

A Yes I mean the warrants.

7 Did you ask the justice for the
papers in return?

A When he went to go away I went
out to the buggy and asked him

if I had not enough to loan the paper
or in case he kept the paper who must
I look to for my costs, and was
told by the justice that he should
keep the paper and regard the
matter as if no warrants had
been issued.

8^a Do you know about the aggregate
amount of the two warrants?

A I think it was about three hundred
dollars in each case. It might have
been more or less.

9 Did you levy on enough property
to fully satisfy both these warrants?

A That is a question I can't answer.
There was a considerable amount of
personal property - a considerable number
of shares, and I ~~was~~ ~~going~~ ~~for~~
trying to get some of them as near
as I could guess.

10 State whether the defendants continued
to remove their property after the papers
had been taken up ~~for~~ ~~a~~ ~~process~~.

A Yes.

11 Can you state whether ~~it~~ ~~was~~
worthwhile ~~to~~ ~~take~~ ~~up~~ ~~the~~ ~~papers~~ ~~for~~ ~~a~~ ~~process~~.

A I don't know.

- 12 Now the plaintiffs Will, Putnam & Mills
 present when the Justice demanded
 and took the sworn testimony
 the ~~Witness~~
 13 was the Counsel Putnam &
 present in that
 A They had no counsel present on that
 occasion.
 And further this deponent saith not.
 T. C. Butler

Notary Fee
 to Mr. Minnie Briggs 20 Hrs. at 75
 Cents per hour. \$15.00

State of Virginia
 County of Hanover
 I Minnie Briggs a Notary Public
 for the County aforesaid, in the State
 of Virginia, do hereby certify, that
 the foregoing depositions were duly
 taken, sworn to and subscribed before
 me, at the time and place mentioned
 therein

Given under my hand this day of 1883
 Minnie Briggs