

1894-028

Nansemond Co (Suffolk)

Chancery Causes: Exr of John R. Kilby et al vs Charles F. Groome et al

Smith, Thomas G. Benton & Sons, Williamson, Overton, Wright, Ames,
Everett, Cowling

OVERSIZE

Box 1

- 2 Plats

- 1 broadside

CHANCERY SUMMONS.

The Commonwealth of Virginia

TO THE SHERIFF OF ^{Warwick} ~~NANSEMOND~~ COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Charles F Groome and Nelson Smith,*

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

Bill in Chancery, exhibited against *them* in the said Court by *Welbur G Kelly, Executor of the last will and testament of John R Kelly deceased, suing for the benefit and at the Costs of Thomas G Benton and Eugene W Benton, partners trading under the firm and style of Thomas G Benton & Sons.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *28th* day of *February* 1881, in the *103rd* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Executed by delivering a copy and giving information of its purport to Emma the wife of C.
F. Groome and Margaret the wife of Nelson Smith - the said C. F. Groome and Nelson Smith the said
being found at their usual place of abode,
March 5th 1881.

R. G. Lewis Sheriff
W. Co.

Thomas Jabb p. 9

John R. Kelly's Ex^{or}: suing
for Thomas G. Benton & Sons.

to { Sum^{ts} in Chy.

Charles F. Groome and
Nelson Smith.

To March Rules, 1881.

Worcester Cir. Co.

Executed on the within parties
of this county, by delivering
a true copy to the wives of
the defendants.

R. G. Lewis Sheriff
Worcester Co.

Pro: B. Nat. Page
Cir. Co.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON *Reps Williamson*

at the Clerk's
to appear ~~before the Judge of the~~ *office of the* County Court of Nansemond County, ~~at the~~
~~Court House of said County,~~ on the *23rd* day of September 1881 ~~next,~~
to testify and the truth to say on behalf of *the* plaintiffs, before *C. W.*
Causey, a Notary Public in and for said County duly
Commissioned and qualified,

in a certain matter of controversy in our said Court, depending and undetermined between.
William J. Kelly, Executor of the last Will and Testament of John R. Kelly
deceased, suing for the benefit and at the cost of Thomas F. Benton and Eugene Ben-
ton partners trading under the firm and style of Thomas F.
Benton & Son — — — — — Plaintiff

Charles F. Ervine and Helen Smith — — — — — and
Defendants.

~~And this the witness shall in no wise omit, under the penalty of \$100 each: and have then~~
~~and there this Summons.~~ *Given under my hand*

~~Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office,~~ this *10th*
day of September 1881, in the 107th year of the Commonwealth.

C. W. Causey
Notary Public

Summary
for
Reps Williamson

Exceeded estimate

Exceeded on 124 Sept
by delivering a copy of
the within deliverd
to Reps Williamson

J L Deftman

St
H

At a Circuit Court continued and held for Hansemond
County on Wednesday the 13th day of October 1875.

Henry Hartman, Israel Whitehill & Sloan Hartman.

Merchants & partners doing business under the firm
and style of Hartman & Whitehill who sue for the
benefit of themselves and all other creditors of
E. F. Williamson, deceased.

Plaintiffs

Against } In Chancery.

John W. Ames, Adm^t of E. F. Williamson dec^d Cath-

arine Williamson, Peop^s Williamson, Martha

Beynum Williamson Lucy Carter Williamson

Ellie Osborn Williamson and Anne Gibson

Williamson, the last five being under the age

of twenty one years; Thos G. Benton and Eugene

W. Benton, Merchants and partners doing business

under the firm and style of Benton & Son;

Willis Howell, James Watson, James Godfrey, Mar-

garet Whitefield, Richard Aris, Morris Decker

and Mahala Shepherd.

Defendants.

It appearing to the Court that Catharine Williamson is now the
wife of Hugh G. Kelley, it is ordered that this suit be proceeded

against them, And this cause came on this day to be again

heard on the papers formerly read and on the report of

William J. Kelly, Commissioner, made pursuant to the decree

of the February Term, 1875, of this Court, made in this cause,

and was argued by counsel: On consideration whereof there being

no exceptions to said report, the Court doth confirm the same

except as to claims of Wm. A. Osborn, which by consent of.

parties is not confirmed, but again referred to said Commissioner to hear such further evidence in relation to the same as either party may produce, and who will report on the same to Court,) and doth adjudge, order and decree, that the sale of the Mersworthy lands referred to in the proceedings to J. L. Gilliam for \$4000. be confirmed, and that John R. Kelly, who is appointed a special Commissioner for that purpose collect of said J. L. Gilliam the unpaid part of the purchase money, to wit: \$3000. when due and make to him a deed with special warranty in the usual form for the said Mersworthy land, and pay the said Three thousand dollars and any interest when collected as follows: to Thomas G. Benton & son Two thousand dollars, being one half of the purchase money, and interest on the same, they being one half owners of the same, and as the said E. F. Williamson was entitled to the other half of said purchase money, and one thousand dollars thereof has been paid for said Williamson in part of purchase of the Lee farm, also belonging to him and said Thos G. Benton & son, he the said John R. Kelly Commissioner ^{or} of said will pay the one thousand dollars to which said Williamson is entitled and all interest thereon, to said Thos G. Benton & son in part of their debt of four thousand one hundred and seventy-two dollars and twenty one cents, as reported by said Wilbur J. Kelly, the said funds and debts being partnership assets and debts of E. F. Williamson and Thos G. Benton & son, and the said John R. Kelly who is appointed special Commissioner for that purpose, is ordered to sell the undivided half of said E. F. Williamsons in the

Lee farm as described in the proceedings, at auction before the Court House door of Hansemond County, Va. on some Court day, having first given at least twenty days notice of such sale by advertisement at the Court House door of said County and by printed hand bills and in such newspapers as he may deem best, not exceeding four in number for at least once a week for three weeks, unless the said Thos & Benton & Son will accept the same at the price of thirty five hundred dollars in part payment of their said Claim of forty one hundred and seventy two dollars, and twenty one cents, and four hundred and four dollars as reported by said William J Kelly Commissioner, in which event the said John R Kelly special Commissioner aforesaid will execute to them a Deed with special warranty for the same, taking proper receipts for the same, and if a public sale is made as authorized, then the said John R Kelly Commissioner aforesaid, will sell on one two and three years credit with interest from day of sale, taking bonds with good security from the purchaser, waiving Homestead Exemption and retaining the title to said land until ordered to be made by the Court, And requiring the purchaser to insure the buildings on said farm or the principal ones thereof also, for the benefit of further security for said purchase money, And the Court doth further adjudge, order and decree that John D Ames, who is hereby appointed special Commissioner for that purpose. proceed to collect the unpaid balance due on lands belonging jointly to E F Williamson and Thos & Benton & Son as appears by said Commissioner William J Kelly's report. Account No 5. to wit:

of Willis Howell, of Mahala Shepherd, and of Richard Godfrey,
of James Godfrey and Morris Dickerson and James Watson and
Richard Artis and Margaret Whitfield, and on the payment by
any one of them of the balance due on the land purchased by
him or her as set forth in said report. (Account No 5) he the
said John W Ames special Commissioner aforesaid, will
execute a Deed to him or her with special warranty, for
the Land aforesaid, and make report to Court of his proceedings
hereunder, and as to the other Dells reported against said
E. J. Williamson no order is at this time made.

But before the said John P. Kelly Commissioner aforesaid,
and the said John W Ames special Commissioner aforesaid
shall execute this Deed, they shall execute before the Clerk
of this Court in his Office payable to the Commonwealth
aforesaid Bonds conditioned faithfully to execute this deed,
the said John P. Kelly in the penalty of five thousand dollars
and the said John W Ames in the penalty of one thousand
dollars

A Copy
Teste:

Peter B. Prentiss Clerk

Fert. Monroe Va 18 Mar 1876
To John P. Kelly
Will take us three thousand, one
two. three years
C. J. Green

9 pair
P. N.

Very
Valuable Land. In Nassamond Co Va for Sale
By virtue of a decree of the Circuit Court of Nassamond
County, made at the October Term 1875, in the cause
of Hartman & Whitehill, ex. vs. E F Williamson's
Administrator and others, I will offer for sale before
the Court-house door of Nassamond Co, in Suffolk,
Va, On Monday, the 13th Day of December 1875-
(that being Court day) one undivided half of the
"Lee Farm" situated about 9 miles from Suffolk
on the Norfolk road, near Divers Store, and about 2
miles from Sleepy Hole wharf of Nassamond River.
This Farm contains 490 Acres, more or less, of superior
land, with superior Dwelling and out houses.
It is confidently believed that some 10,000 cords
of Pine wood can be cut on the land, and by
contract with E F Williamson in his lifetime,
made with Thos G Borton & Son, of New York, the owners
of the other half, the right of way to convey the wood
to Sleepy Hole wharf is secured. A map of the cleared
land and if possible, of the whole will be made
by day of Sale. It is seldom so valuable a
place, with as much wood, if offered to the public
Persons are requested to examine the same before
the day of Sale.

Terms of Sale.- Expenses cash, and the residue on
one, two and three years' Credit, with interest
from date, the purchaser to give bonds and

good security, waiving Homestead, and the title
to be retained till ordered to be made by the court.

John P. Kelly
Special Commissioner

Nov. 19th, 1875.

Geo T Parker, Auctioneer

To the Circuit Court of Mansfield County Va.
The undersigned reports to the Court, That pursuant to the
Decree of said Court, made on the 13th day of October 1875,
in the suit of Hartman & Whitehill & others vs E F Williamson
& others, the proceeds to offer to the J Borton
& son, the undivided half of the "Lee farm" as specified
in said Decree for \$3500, which they declined to accept.
Your Commissioner then proceeded to advertise the said
"One Undivided half" of said "Lee farm" by printed
handbills extensively circulated & in the "Suffolk Herald"
& "Christian Sun" two newspapers printed in Suffolk
by Notice at the Court House door of said County, for
the period named in said decree, & did on the 13th day
of December 1875 (being County Court day) offer for
sale before the Court House door aforesaid the said ^{one} un-
divided half of said land, when no bid was made
and the undersigned bid as land. \$3000. & no further
bid being made was taken down, with the declaration
publicly made by your Commissioner, That any one
might take the bid on complying with the terms of sale
including any interest Williamson had in a contract
made with Borton & Son re. us to getting wood to sleepy
hole wharf. That after some delay, to have a survey
made of said Land & to adjust the South East line, about
which there was a dispute with Willis & son & Hargroves
& sister (which was finally adjusted ^{as may be seen} by the survey
& endorsements thereon) one Charles F Brown
on the 18th day of March 1876. accepted said —

Bid at \$3000.00
and became the purchaser on that day
and paid in cash 163.50

Leaving \$2836.50.
for which he executed three Bonds
with Nelson Smith his security at
1.203 years, credit, with interest
from date (18 March 1876), each Bond
for \$945.50. Making \$2836.50.

which Bonds are filed herewith, & title retained
subject to the future order of the Court.

The Cash rec^d of \$163.50.
has been disposed of as follows:
To 5 per cent Com on \$300. \$15.00
" 2 " on \$2700 54.00
" paid Suffolk Herald advg^r 19.25
" " Christian Sun " 5.00
" for 2 Dues from S & L^r 2 advg^r }
to perfect title } 10.00
" paid Clerk according same 7.25
" " Jno H Bowling 1/2 fee for }
surveying land &c } 35.00
1/2 fee adjusting controversy
with Willis & James Hargreaves
about boundary to land &c 20.00 \$163.50

Respectfully submitted
John R. Kelly Comr.

P. Y.

A Report as to the collection of T. D. Gileman's
\$3000. for the Hensworthy loan will be made hereafter.

John R. Kelly Comr.

In the Clerk's Office of the Circuit Court of Newbern
County, the 13th day of September, 1882,

I, Peter B. Prentiss, Clerk of the said Court, do hereby certify, that
the papers hereto annexed are, severally, true copies from the
originals, now in file, in the Chancery Suit, ^{late} pending in said
Court, wherein Hartman & Whitehill &c, are Plaintiffs, and
E. J. Williamson's Admors. &c. are Defendants.

Teste.

Peter B. Prentiss, Clerk.

Received of Charles F. Groome Eight Hundred and fifty dollars with
interest thereon from November first 1883, being in full of all demands
of Thomas G. Benton Sons against the said Charles F. Groome, asserted
by them in the Chancery Cause of W. J. Kelly & Co. suing for the benefit of
Thomas G. Benton Sons, v. C. F. Groome and Nelson Smith, in the Cir-
cuit Court for County of Nansemond.

December 21st 1883.

Thomas G. Benton

Atty for Thos. G. Benton Sons.

Hampton Aug 14th 1882.

Mess Willms & Munip

Counselors &

Suffolk.

Gentlemen

Your favor is received -

I will acknowledge service of notice for any day you may designate - although I would prefer an early day - and would ask that some day other than a Thursday or Saturday be designated. I would be glad if you could find it convenient to call the depositions within the next ten days -

Very Truly

Thomas Tabb

It may be that I may also wish to take some depositions - and would ask - if the same ^{like} fixed upon you would be agreeable to you for me to take such as I may determine upon -

J. J.

Thomas. Tabb. -

In the Circuit Court of the County of Nansemond.

W. J. Kilby Ex^{or} Suing for &c.

Charles F. Groome and others

of Decree.

It appearing to the Court, by decree pronounced in this cause on the 14th day of April AD 1883. This cause was regularly submitted to the Judge of this Court for decree to be made therein in vacation. This cause then this day came on to be heard upon the plaintiffs Bill and exhibits filed therewith, the answer of the defendant Charles F. Groome and exhibits filed therewith with general replication to said answer, and the depositions of witnesses, and was argued by counsel. On consideration whereof the Court, by consent of parties, doth adjudge, order and decree that the defendant Charles F. Groome pay to Thomas G. Benton & Sons or Thomas Dabb their attorney the sum of Eight-Hundred and fifty dollars with interest thereon from the first day of November AD 1883, and the costs of this suit - the same to be in full of all demands in this cause.

And it being suggested to the Court that John R. Kilby has departed this life, who as Special Com^r. was directed by decree of this Court pronounced in the cause of "Harbman & Whitehill vs E. F. Williamson's adm^r" on the 12th day of October, 1876 to convey by deed with special warranty to the said Charles F. Groome one undivided half of that certain tract of land in the Bill and proceedings mentioned and described as the "Lee Farm", upon the payment of the whole of the purchase money by the said Charles F. Groome for the said undivided half of the said tract of land - it is ordered that upon the payment by the said Charles F. Groome to the said Thomas G. Benton & Sons or Thomas Dabb their attorney of the said sum of Eight-Hundred and fifty dollars with the interest thereon from the first day of November AD 1883, and the costs of this suit - the same being

Kelly's Ex. for or

v
C. F. Groomer
Jm Aug.

- Decree -

To The Clerk of the Circuit
Court for the County of
Harrison, in Case

Please enter the
within Decree

Dec 27/88.
Test Below.

Entered - Chy. Order
Book - page 648

Robert M. Wentis
Counsel for Ch. F. Groomer.
Thomas J. Tall
att. for Plaintiff

in full of the whole of the purchase money for the undivided half of the
said tract of land, that Robert M. Wentis, as Special Comr. be and he is
hereby substituted in the place and stead of the said John R. Kelly dec'd
to convey by deed with special warranty to the said Charles F. Groomer
the said undivided half of the said tract or parcel of land. The Court
doth reserve &c -

Kelly's Ex^a }
v
Gworne & J.

By consent of parties given in open Court, this cause is sub-
mitted to the Judge of this Court for decree to be made thereon in vacation -

The Court doth reserve it -

Kelly's Exp
Home 4

Deer

To be entered

Apr 11 1883

Geo. T. Blow

Watson & Brown

Thomas Gall

Entered at the office of the
of the 1st page 620

Kilby's Ex'or. & c.

vs.

Groome & others

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

Kilby's Ex'or
vs
Groome

Household County
Circuit Court

Octo. 12th 1881

Order

To be entered

Geo. P. Blow.

Entered O.B. 7th page 838

We consent to this
order

Wilbur J. Kilby
Exor. Plaintiff.

Witness & Prentiss
Atty for Groome.
J. Nelson

John R. Kilby's Executor suing &c.,
vs.
Chas. F. Groome

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

Kilby's Ex'or &c
vs. } In Chy.
Groome &c

Naud. Co. Cir. Court
April Term 1881
Order
To be entered

Geo. V. Bond.

We consent to this
order. Wilbur J. Kilby
Ex'or. &c Plaintiff
Winters & Prentiss.
attys for Def.

Entered O.K. 2w-1
No 579

To Charles F. Groome and Nelson
Smith

TAKE NOTICE that, on the 23d. day of September, 1881, next, at
Clerk's office in Suffolk, Va.

between the hours of 8 A. M. and 6 P. M. of that day, I shall proceed to take the Depositions of

Reps Williamson

and others, to be read as evidence in my behalf, in a certain Suit in Equity
depending in the Circuit Court of Kausemond county, wherein

I am Plaintiff and you are Defendants;

and if, from any cause, the taking of the said Depositions be not commenced on that day, or, if commenced, be not
concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time,
at the same place and between the same hours, until the same shall be completed.

Respectfully,

To the Sheriff of Kausemond }
county to execute.

8 September 1881.

Wilbur J. Kilby
Executor of Jno. R. Kilby & Co.
By Counsel

1881 September 9.th Service of the within
notice is hereby accepted for Charles F.
Groome and Nelson Smith, The within
named defendants.

Withers & Prentiss
attys for Groome.

22 Sept. 1881
deposition

The Commonwealth of Virginia,

Norfolk

TO THE SHERIFF OF ~~NANSEMOND~~ COUNTY—Greeting :
YOU ARE HEREBY COMMANDED TO SUMMON W. A. Overton ———

at the clerk's
to appear ~~before the Judge of the~~ Office of the County Court of Nansemond County, ~~at the~~
~~Court House of said County~~, on the 23rd ——— day of September, 1881. ~~next~~,
to testify and the truth to say on behalf of the plaintiff, before C. H. Leasurey,
a Notary Public in and for said County duly commis-
sioned and qualified,

in a certain matter of controversy in our said Court, depending and undetermined between
William J. Kelly, Executor of the last Will and Testament of John R. Kelly,
deceased, suing for the benefit and at the costs of Thomas G. Benton
and Eugene W. Benton, partners trading under the firm and
style of Thomas G. Benton & Son ———— Plaintiff

and
Charles F. Grovins and Nelson Smith ——— Defendants.

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

Given under my hand
~~Witness~~ PETER B. PRENTIS, Clerk of our said Court, at his Office, this 10th ———
day of September 1881, in the 10⁷ th year of the Commonwealth.

C. H. Leasurey
Notary Public ~~Clerk~~

Executed Sept 14th
1881 by serving a copy
in person on Wm. A.
Overton

James P. Lesner.
Deputy Sheriff.

John R. Kilby's Executor &c.

^{vs.}
Chas. F. Groome and Nelson Smith

In Chancery in the Circuit Court
of Fauquier County, Va.

The depositions of Rebs Williamson
and others taken before me C. H.
Causey, a Notary Public for the
County of Fauquier, pursuant to
notice hereto annexed at the Clerk's
Office in Suffolk, Va. on the 23d.
day of September 1881 between the
hours of 8 A.M. and 6 P.M. to be
read as evidence on behalf of the
Plaintiff in a certain suit in Equity
pending in the Circuit Court for the
County of Fauquier wherein Wilbur
J. Kilby as Executor of John R. Kilby
deceased, suing for the benefit and
at the costs of Thos. G. Benton Hors
is Plaintiff and the said Chas. F.
Groome and Nelson Smith are
defendants

Present: Wilbur J. Kilby, Plaintiff, and
Withers & Prentiss, Attorneys for
the Defendants.

W. A. Overton being duly sworn on the Holy Evangelists of Almighty God, deposes and says as follows:

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

Ans. I am 36 years old, reside in Norfolk County Va. near the line of Nause-
mond County, and I know only Wilbur-
J. Kilby and Eugene W. Burtin, the latter
of the firm of Thos. G. Burtin Sons, par-
ties to this suit. The other parties I do
not know.

2. Q. Where did you reside in 1871 & 1872 and what was your occupation then?

Ans. I ~~resided~~ ^{and my brother rented the store and wharf} at Sleepy Hole in Nause-
mond Co. in 1871 & 1872. I resided
~~part of~~ in Suffolk in 1872 & at
Sleepy Hole in 1871. E. F. Williamson
& myself carried on the Tobacco
business in Suffolk while I was
there, and my brother & myself as
W. A. Overton Bros, were engaged
in the mercantile business at
Sleepy Hole during the year 1871 &
part of 1872.

3 Q. Who owned Sleepy Hole farm on
which Sleepy Hole wharf was

located in 1871 & 1872, and did you & your Bro. also rent said wharf.

Ans. E. F. Williamson owned the said farm & we rented said wharf & his store there for \$400, during 1871 & 1872.

4. Q. Who composed the firm of E. F. Williamson & Co. in 1871 & 1872

Ans. I do not know of my own knowledge.

5. Q. Did the firm of E. F. Williamson & Co. pay you and your brother wharfage for the wood shipped by them during 1871 & 1872 from the lands adjacent to said wharf and farm and if so what wharfage?

Ans. They paid us ten cents a cord for all they shipped.

6 Q. Did they ship much wood from said wharf during 1871 & 1872

Ans. No Sir; as they had only begun to cut.

7 Q. Did E. F. Williamson own said Sleepy Hole farm prior to his purchase of the lands adjacent to it and the wood on said adjacent lands?

Ans. He did.
~~8 Q. Do you know why said E. F. Williamson~~

~~8 Q~~ Do you know why E. F. Williamson gave Thos. G. Benton Sons & F. Corson an equal privilege with himself to run a logy road from Sheehy Hole Dock to ~~the~~ the lands adjacent

Ans. No Sir;

9 Q. Are you the W. A. Overton whose name appears ~~as~~ a witness to the paper marked A. filed in said suit in equity?

Ans. I am W. A. Overton and witnessed a paper a contract between said Williamson & Benton Sons Eugene Benton presented it to me. I do not know its contents.

Cross-examined by
Counsel for Defendants

1 Q. Was there a written contract or a verbal contract by yourself & Brother for the rent of the store & wharf at Sheehy Hole?

Ans. Verbal.

2. Q With whom was this contract made

with E. F. Williamson on his own account, or did he make it with you on account of E. F. Williamson Hes. s.

Ans. On his own account as the Company had nothing to do with it

And further this defendant saith not. W. A. Overton

Reps Williamson being duly sworn deposes and says as follows:

1 Q. What is your age & occupation & where do you reside

Ans. I am 26 years of age, Am a farmer, I reside in Sleepy Hole district Chaudes Co. about ~~2 1/2~~ 1 1/2 miles from Sleepy Hole farm

2. Q Where did you reside in 1871 & 1872?
At Sleepy Hole farm with my father,

3. Q Do you know whether or not the firm of E. F. Williamson Hes. during the time they were engaged in the wood business, paid your father wharfage on the wood shipped by them from Sleepy

Hole ~~farm~~ ^{wharf}, or to Mr. A. Overton ~~Bro.~~
who rented said wharf of him^s;
Ans. They (E. F. Williamson & Co) paid
wharfage on the wood to W. A.
Overton & Bro, while the latter
rented the wharf & store, and
after W. A. Overton & Bro, ceased
to rent the wharf, E. F. Williamson
& Co. paid wharfage to E. F. Wil-
liamson.

4 Q. How long after ~~March~~ 1872 did
E. F. Williamson & Co. carry on
the wood business & ship wood
from Healy Hole wharf?

Ans. Up to the time of E. F. William-
son's death, which occurred in
October 1874.

5 Q Did E. F. Williamson ~~by~~ ^{to E. F. Williamson} & Co. pay
said wharfage, from 1872 to the
time of your father's death?

Ans. Yes.

6 Q. What was your occupation from
1872 to ~~1874~~ Octo 1874^s.

Ans. I was acting agent part the time
for E. F. Williamson & Co. in the
wood business & part of the
time was clerk in E. F. William-

son's store on said wharf. It was
^{my} business to count wood, in the woods,
I measure it on the wharf before
it was taken aboard the vessel.

7 Q. Did you keep the account of charges
for wharfage on the woods?

Ans. No, but W. A. Overton did.

8. Q. Did the fact ~~that~~^{of} the charges for
wharfage come under your obser-
vation or were it known to you as
said clerk

Ans. Oh, yes.

9. Q. Examine Exhibit A, filed with
the bill in this suit and state,
if you can, what the induce-
ment was that led your father
to give E. F. Williamson the
privilege to run a bogy road to
his said dock?

(Question excepted to)

Ans. I never heard him say;
And further this defendant saith
not

Reps. Williamson

The Plaintiff here offers in
evidence as a part of these dep-
ositions, the record in the suit

in equity which was pending in
the Circuit Court of Staunton and
County, Va. between Hartman &
Whitellie, Plaintiffs and E. F.
Williamson^{Admr.} and others Defendants
and which by order of said Court
made in said suit the 13th, day
of October 1880, was removed
from the docket of said Court.

Counsel for the defendants ex-
cept and object to the intro-
duction of said record as evi-
dence in this suit and as a
part of these depositions.

State of Virginia

Staunton and County. to wit:

I, C. H. Causey, a Notary Public
in and for said County in said
State, 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
23d. day of September 1881.

C. H. Causey
Notary Public

Comm's fee \$5⁰⁰
Reps Williamson, witness 50^c
W. A. Overton " 74^c
Shff. Amsd. Co. 20^c
" Norfolk Co. (due W. J. K.) 20^c

Geo. R. Kilby's Ex'or, &c.

vs. } In Chy

Chas. F. Groomie & al

Depositions of
Plaintiff

~~Filed before the~~
~~Court Sept 8, 1881~~

1881. Sept. 24th Filed
clk

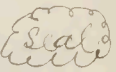
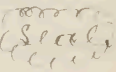
Whereas on the 13th day of October, A.D. 1877, by a decree of the Circuit Court of Fauquier County, Virginia, pronounced on that day in the chancery causes pending in said Court between Robt. Williamson, Plaintiff, and Edw. Hartman and others, further Plaintiffs, and said Robt. Williamson's Administrator and others, Defendants, it was decreed and ordered that John R. Kilby and John H. Wright (who were appointed Special Commissioners for that purpose), proceed to sell the Real Estate of which said Robt. Williamson died seized and possessed on the terms and conditions named in said decree; And whereas the said John R. Kilby and John H. Wright, Commissioners aforesaid, in pursuance of said decree, did advertise said real estate for sale as directed by said decree, and did on the 14th day of January, A.D. 1878, sell part of said real estate at public auction before the Court-house door of said County as directed by said decree, (the said day of sale being a Court day); And whereas at said sale the following parcel of said real estate was purchased by William Carlwright at and for the sum and price of Three thousand five hundred and fifty (\$3500.00) Dollars, to-wit: All that certain piece or parcel of land known as "Sleepy Hole Farm", including a wharf on Fauquier River, being the same land which by deed dated the 11th day of January 1867 and recorded on the 24th day of March 1877, was conveyed to said Robt. Williamson by John H. Macie and wife and which is situated in Sleepy Hole Magis Serial District in said County on said River and contains by survey ninety-two (92) acres, (formerly said to contain one hundred (100) acres, more or less), and is bounded on the North and West by said

River, on the South by the County road and the Bea-
man Farm" lately owned by said Edw. H. Williamson,
and on the East by the land of Austin J. Martin,
the courses and distances of said "Sleepy Hole Farm",
according to the plat thereof herewith annexed as
part of this deed being as follows: Beginning at a
point on said County road at the junction of said
"Sleepy Hole Farm" with said land of Austin J.
Martin and running thence North 90° East 27
chains and 40 links to a persimmon tree, thence
thence same course 2 chains and 10 links to said
River, thence Westwardly and Southwardly so as
to include said wharf, along said River about 12
chains to a post set in the dividing line between
said "Sleepy Hole Farm" and said "Beaman Farm"
at a point on said River, thence South 70° East,
25 chains and 20 links to a point on said County
road, thence North 37½° East 3 chains and 24 links
along said road, thence North 45¾° East 3 chains
and 60 links to a pine stump and Holly Bush,
and thence South 103° East 1 chain to the beginning:
And whereas said land of land were sold to
said Harwood & Cartwright together with an
interest in Cross Swamp attached to it, in
common with other lands in the neighborhood
thereof, said interest being a fee simple int-
erest. And whereas said land of land were also
sold subject to a privilege to run a boggy Railroad
from said wharf across said land to the best
advantage for transporting wood and lumber
from the "Lee Farm" (which has been sold to E.
H. Groome and is now owned by him with
said privilege), and from the lands adjacent

to said court, and that said court further said
Williamson may have acquired by the pur-
chase of said lands and tenements and other
and by a written instrument filed in said
causes in chancery in said Court, made the
11th day of March, 1877, between said Ed. P.
Williamson and Mrs. E. Benton & sons and
Freeman Carson, said Williamson and Benton
& sons being the owners of said "De Pome"
now owned by C. T. Carson to whom the same
has been sold, together with said privilege ~~the~~
~~then~~ ~~at~~ as a said; And whereas of the sur-
charge-money aforesaid, to wit said sum of \$3550⁰⁰,
the said Thomas Cole Carwright, paid in
cash the sum of \$355⁰⁰ and then executed his
three separate bonds for the residue in equal sums
of \$1065⁰⁰ each, with John Carwright as his se-
curity payable twelve, eighteen and twenty-four
months respectively after the said 11th day of March,
1878. (the date thereof), with interest from date.
And whereas by a further decree of said Court
made on the 11th day of April, 1878, in said causes,
it was decreed and ordered that said John R. Kirby
and John H. Wright Commissioners of said
receiv. said Bond of the Clerk of said Court and
proceed to collect the same when due and payable,
or receive the principal and interest thereof before
their maturity, if said obligors should desire
so to pay the same, and made them to seal
Hannasake Carwright a bond with special
warranty, in ^{the} usual form concerning said real
estate, to wit: said "De Pome" to him.
And whereas by a further decree of said Court

made the 11th day of October 1878, Wilbur J. Kilby
was substituted and appointed Special Commissioner
in the place of said John R. Kilby, with said
John R. Wright as Special Commissioners to ex-
ecute and perform all the duties required by and
to carry out all the directions and provisions of
said decree of the 11th day of April 1878. And where-
as the principal of all said three Bonds has been paid
by said Marmaduke Cartwright to said Wilbur J.
Kilby and John R. Wright, Special Commissioners
aforesaid, together with all interest due thereon,
said Bonds having been received by said last men-
tioned Commissioners of said Clerk for collection;
This deed, therefore made this 13th day of March
A.D. 1879 between the said Wilbur J. Kilby and
John R. Wright, as Special Commissioners aforesaid,
of the one part, and said Marmaduke Cart-
wright of the other part witnesses; that in con-
sideration of said premises and in ~~the~~ execution
of the said decree of the 11th day of April 1878,
and the 11th day of October 1878, the said Wilbur
J. Kilby and John R. Wright, as Special Com-
missioners aforesaid do here by grant, with special
covenant unto the said Marmaduke Cartwright and
to his heirs and assigns forever, the parcel of land
aforesaid, called "Sleepy Hole Farm" together with
said interest in said "Cross Swamp" and all and
singular the appurtenances belonging to the same and
subject to said privilege attached to said "Le Farm"
to run said logy rail road as aforesaid.

Witness the following signatures and seals.

Wilbur J. Kilby Commissioner 
John R. Wright, Commissioner 

xm

Wilbur J. Kelly & al:
shl: Commrs:

To } Copy Seed

Marmaduke Cartwright

"O"

The deposition of John W. Ames, L.
F. Groome, John H. Wright and others,
Taken before me, L. H. Cansey a
Comm'r. in Chancery for the Circuit
Court of Hansemond County, Virginia,
by consent of Counsel, at the office
of Messrs. Withers & Prentiss on the 6th
day of September and continued on
the 8th and
between the hours of 9 A.M. and
4 P.M. to be read as evidence
on behalf the parties plaintiff and
defendant, in a certain suit in
equity, depending in the Circuit
Court for the County of Hanse-
mond, wherein John R. Kilby's
ex^{or} &c. are plaintiffs and L. F.
Groome &c. are defendants

Present Thomas Lobb Esq. Attorney
for Plaintiff

and

A. L. Withers Esq. Attorney for
Defendant

John W. Ames being duly sworn on the
Holly Evangelists of Almighty God, deposes
& says as follow

1.2.

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

Ans

60 years - & reside in Hausenwald County
and I know all the parties to this suit.

2.2.

Were you acquainted with E. F. Williams
son, and if so, state how far
you lived from him and what
was the character of your ac-
quaintance and did he own the
wharf at Sleepy Hole and the
farm adjacent thereto, during the
year 1871-2?

I was intimately acquainted with
E. F. Williams. I lived about
five (5) miles from him, and
I know that he did own the wharf
~~farm~~ at Sleepy Hole and the
farm adjacent thereto.

2.2.

Do you know whether the privilege or
right of way was sold to the de-
fendant by Williams & Co. and
the wharf privilege also, and if so,
state how you know the same?

Excepted to by Plffs. Atty for the reason
that the contract is the best evidence

Ans

32

This property was sold to Mr. Groome
some year after Mr. Williamson's
death. I mean the Lee property, or farm.
Do you know whether or not, E. F. Wil-
liamson in his contract with Boston
~~the~~ & Sons intended to convey to
them the Wharf privilege and right
of way to the same, through the
adjacent lands to the said "Lee
farm"?

Ans

Excepted to for the same reason as
the former question -

Ans
4.2.

I so understood it from both parties.
Did E. F. Williamson or Williamson
& Co. ever pay any wharfage to any
person for Sleepy Hole Wharf to
your knowledge -

Excepted to by Pltffs Attys.

Ans
5.2.

No -

Were you, or were you not, intimately
acquainted from 1867 up to the
time of said Williamson's death
with said Williamson and his
business transactions, and were
you or not his administrator after
his death and were you not a warm
personal friend of his?

estate did you account for whenpage
 Ans I do not recollect of any -

Attorney for defendant here asked leave to
 file the deed from Tho. I. Benton ~~and~~
 + Eugene W. Benton & up to C. F. Groome
 marked "1" ~~the agreement of E. F. Williams~~
~~son with J. I. Benton & same was marked "2"~~
 The paper marked "2" and the paper
 marked "3" were also filed by atty for
 defendant.

Leave is here given by consent for
 plaintiffs atty to file deed from
 W. J. Killy & J. H. Wright - Spl: Comm: to
 John W. Macdonald Eastwight

And further this deponent saith
 not -

Jno. W. Ames

C. F. Groome being duly sworn &
 deposes & says -

What is your age, where do you reside
 and are you a party to this suit -

Ans - 39 years - reside in Warwick Co. and

I am a party to this suit -

This witness is objected
 excepted, to by Plffs atty for the reason

2. 2. That the Spl: Comt ~~with~~ from whom he purchased is now dead. What did you purchase at the Commission Sale made by John R. Kelly, Spl: Comt,

~~Ans~~ Excepted to by Plffs atty
~~one-half of the~~
Ans The "Lee farm" with the privilege of constructing a tram-road through the Sleep Hole farm to the wharf, for the shipment of wood or lumber, and the wharfage on the same

3. 2. Have you had the right of way and the wharfage and the amount of land which was alleged to have been sold to you by the said Spl: Comt, and if not, why not?

Excepted to.
Ans No. Mr Centwright the purchaser of the Sleep Hole farm objected to my making the tram-road and would not let my wood & lumber go off without paying wharfage. and the land I think has about thirty (30) acres cut off from the most valuable timber on the place.

4. 2. To what extent have you suffered by reason of their failure to comply

with the terms of this sale?²
An From twelve to fifteen hundred
dollars.

5. 2. State how you estimate your damage
An I had to ship to another Landing
and lighten my wood about six (6)
miles - about forty-five hundred
(4500) cords - besides I have paid to
Centright from fifty - to seventy-five
dollar wharfage on staves and some
wood; and he still has a bill against
me - the amount paid was without
my authority -

6. 2. Have you been ready and willing
at all times to pay the balance of
the last bond provided a proper
deduction had been allowed for the
failure on part of the Commission-
er to comply with the terms of
the Sale?

An Yes -

7. 2. Examine the paper or card, handed
you, and state whether or not, it
was received by you in due course
of mail from John R. Kelly Spt.
Commr. and as agent for the Benton.
and if so, whether it was received
before or after the purchase of the

I was well acquainted with him but not with his business transactions; I was his administrator; and I was a warm personal friend and a neighbor of his.

Q. Do you know whether or not Wm. A. Overton & Co. ever occupied the Deep Hole store & wharf property, and if so, whether they ever paid wharfage to E. F. Williamson or to Williamson & Co.?

Ans. They did two or three years before his death and I do not know whether or not they ever paid wharfage.

Q. Did you as administrator of E. F. Williamson ever pay or receive wharfage as such from any person?

Ans. I rented the property out ~~immediately~~ after the death of said Williamson and the party to whom I rented did receive wharfage.

Q. Do you know whether the defendant to this suit, C. F. Groome, was charged wharfage by any person, or not?

Ans. I do not know.

Q. Did E. F. Williamson in his lifetime ever say to you that the wharf

privilege which he owned at Sleep Hole
had by agreement been transferred
to Benton & Sons.

Q

Ans

Excepted to by Pltff atty
He did so far as the delivery of lumber
from the Lee farm which was bought
jointly by them was concerned and the
other lands adjacent thereto also owned
jointly by them

10 Q.

State all that you may know of the
sale of this property and the privileges
connected therewith from E. F. Williams-
son to Benton & Sons -

Excepted to by Pltff atty.

Ans

My understanding was from both
parties that they were to have the
free use of the wharf for the
delivery of the lumber from these
lands and they were also to have the
free right of way through the Sleep
Hole ~~wharf~~ farm to the wharf -

11 Q.

What wharfage was ~~at~~ charged for the
storage of wood or other things ^{at wharf} ^{on said}

Ans

Either five or ten cents per cord on wood
two cents on barrels and one cent on
trench boxes -

12 Q.

In your settlement of your admin-
istration account of Williamssons

Ans estate did you account for whenpage
I do not recollect of any -

Attorney for defendant here asked leave to
file the deed from Tho: J. Benton & Son
+ Eugene W. Benton & Son to C. F. Groome
marked "1" ~~the agreement of C. F. Williams
son with J. J. Benton & Son & e marked "2"~~
The paper marked "2" and the paper
marked "3" were also filed by Atty for
defendant.

Leave is here given by consent for
plaintiff's Atty to file deed from
W. J. Kelly + J. H. Wright - Spl: Comm: to
John W. Macdonald Eastwight

And further this deponent saith
not -

Jno. W. Ames

C. F. Groome being duly sworn &
deposed & says -

What is your age, where do you reside
and are you a party to this suit -

Ans - 39 years - reside in Warwick Co. and

I am a party to the suit -

This answer is objected
excepted to by Plff's Atty for the reason

2. 2. That the Spl: Comt^r ~~with~~ from whom he purchased is now dead. What did you purchase at the Commission Sale made by John R. Kelly, Spl: Comt^r,

~~Ans~~ Excepted to by Plffs atty

~~Ans~~ The "Lee farm" with the privilege of constructing a tram-road through the Sleep Hole farm to the wharf, for the shipment of wood or lumber, and the wharfage on the same

3. 2. Have you had the right of way and the wharfage and the amount of land which was alleged to have been sold to you by the said Spl: Comt^r, and if not, why not?

Excepted to.

~~Ans~~ No. Mr Centwright the purchaser of the Sleep Hole farm objected to my making the tram-road and would not let my wood & lumber go off without paying wharfage. and the land I think has about thirty (30) acres cut off from the most valuable timber on the place.

4. 2. To what extent have you suffered by reason of their failure to comply

with the terms of this sale.²
An From twelve to fifteen hundred
dollars.

5. 2. State how you estimate your damage
An I had to ship to another Landing
and lighten my wood about six (6)
miles - about forty-five hundred
(4500) cords - besides I have paid to
Centright from fifty - to seventy-five
dollar wharfage on staves and some
wood; and he still has a bill against
me - the amount paid was without
my authority -

6. 2. Have you been ready and willing
at all times to pay the balance of
the last bond provided a proper
deduction had been allowed for the
failure on part of the Commission-
er to comply with the terms of
the Sale.¹

An Yes -

7. 2. Examine the paper or card, handed
you, and state whether or not, it
was received by you in due course
of mail from John R. Kelly Spt.
Commr. and as agent for the Benton.
And if so, whether it was received
before or after the purchase of the

Said property?

Ans

It ~~was~~ is in the same canal - and was in answer to a letter addressed to Mrs. R. Kelly Court in regard to right-of-way and the free wharfage at Sleepy Hole, and the canal was received after the sale.

Said Canal is herewith filed marked "1"

Above question and answer excepted to by Plffs atty for the reason that the fact sought to be elicited is set forth in a written contract.

Q. 2.

Was it clearly your understanding & belief both from your deed, statements of Court. & agent, advertisements & contract that you were buying the free right of way & free wharfage at the time of your purchase of the Lee farm?

Excepted to by Plff atty.

Ans

It was.

The plaintiff not waiving his objection as to the incompetency of the witness proceeds to cross-examine as follows:

1st Q.

When was it that you paid the wharf-

age & to whom

Ans I did not pay any wharfage - J. E. Smith who attended to the shipment of wood &c paid it - without any authority - I could not tell when it was paid within two or three years -

2. 2. Has it been five years since it was paid

Ans I think it has

3. 2. Do you remember when you made the last payment on this property -
Excepted to by Defts Act.

Ans I do not -

4. 2. Do you remember how much you paid

Ans Either three or four hundred dollars to E. W. Benton in New York -

5. 2. Was this a credit on the last purchase money bond?

Excepted to by Defts Act

Ans It was

6. 2. When did you first claim a set-off for the failure to obtain upon your part the benefits which you now claim that you are entitled to by reason of your failure to obtain free wharfage at Sleepy Hollow & the right of ~~way~~

un I think I have been agitating the matter three
or four years - and when I paid the money
to Benton in New York he recommended
me to pay the money and sue William
son's estate. and that he would come
here as a witness at any time to
prove the right to free wharfage &c.
7.2. What is the amount of the bill which
Carrington has been against you for
wharfage.

an. I think between thirty & forty dollars. I
wanted him to bring a warrant on
it - and test the question.

8.2. What do you mean by testing the
question?

an. His right to collect wharfage from
me.

9.2. Then I understand you are denying
his right to collect wharfage?

an. I do.

10.2. Upon what ground do you deny this
right.

an. On the Contract from Williamson & Co
or William & Benton and my
understanding with John R. Kelly Co
when I bought the property.

11.2. When did you buy this property from
Mr Kelly?

Am. I cannot tell

The witness was here here exhibit-
"2" with the following question

12.2 Did you buy this property on the 13th
of December 1875. the day designated
in said exhibit, or not?

Am. I think not. I think I bought from
Mr Kelly afterwards

13.2. What make you think you
bought it from Mr Kelly afterwards?

Am. That is my recollection, I could not
swear to it.

14.2. Try and refresh your memory and
say whether or not, you were not
present at the time and place
of sale as therein designated?

Am. I do not recollect

15.2. Did you ever have any correspond-
ence with Mr Kelly with reference
to the purchase of this property before
the purchase?

Am. I think I did - or with Benton & Son

16.2. What was the character of that cor-
respondence?

Excepted to by shift all.

Am. I suppose looking towards its purchase.

17.2. Can you not state more definitely
the subject-matter of that correspond-

enue. 2

Ans
18.2

Is
over

Is the deed from J. G. Benton & E. W. Benton & you to yourself - March 1st '91 - convey to you an undivided $\frac{1}{2}$ interest of the same tract of land the remaining $\frac{1}{2}$ of which you purchased from the Kelly Court?

Excepted to by Deft. Atty

Ans
19.2.

I suppose so.

Is not the bond which is the subject matter of this suit - one of the bonds given by you for the deferred payments for the remaining half of the same tract of land.

Deft. Atty asked that the bond be produced and shown to the witness. Plaintiffs Atty says that the bond is in Hampton -

Excepted to by Deft. Atty.

Ans

I suppose so.

20.2.

Do you own the whole of the Lee farm

Ans

I think I do

21.2.

How did you get it?

Ans

I have not got it yet exactly -

22.2.

What right have you to think that you own the whole of the Lee farm

Ans

Excepted to by Deft. Atty

- Ans. I supposed I had bought it.
23 Q. From whom
- Ans. From John R. Kelly & Benton & Sons
24 Q. Do you not remember as being at the sale as advertised on the 13th day of December 1875. and some objection being raised to the sale of the property by a party named Hengrove?
- Ans. I do not —
25 Q. When did you learn of the deficiency which you have testified ^{to} in your answer to the 3rd question in chief?
- ~~Ans. I could~~ Excepted to by Dep't atty
Ans. I could not tell
26 Q. State as nearly as you can Excepted to by Dep't atty
- Ans. I could not tell when
27 Q. How it- been five years ago-
~~Ans. Excepted to by Dep't atty~~
Ans. I could not tell the date unless I had some paper to go by
- 28 Q. What paper are they to which you refer?
Ans. Receipts & bonds paid
- 29 Q. How would they throw any light on the time you heard of the deficiency
Ans. By their date.
- 30 Q. What bonds & receipts are they?

- Am Various -
- 31 Q. Whose bonds and receipts are they
Am Several persons. I could not give
the names.
- 32 Q. Are they bonds & receipts having any
connection with this transaction?
Am I do not know, some might.
- 33 Q. Will you be kind enough to get them
and file them ^{between you & the calling of the case} with these depositions?
Am I have not got them here.
- 34 Q. State how those papers throw any light
as to the time when you first heard
of the alleged deficiency.
Am By their dates.
- 35 Q. State how you learned of this deficiency.
Am By surveying the land and finding the
original lines which are now standing.
- 36 Q. Who made that survey.
Am I only know of one survey which was
made by William Ivy.
- 37 Q. ~~Was~~ ^{Survey made} that, after you had bought
the Williamson and Benton interest?
Am I think it was - I am not certain.
- 38 Q. What gave rise to that survey after
you had bought both individual inter-
ests.
- Am I did not think the land was there.
- 39 Q. Why, what caused you to think the

land was not there

Qⁿ From my walking over it and
general observation

40. 2. Do you know Mr. J^r M. Cowling of
this County?

Aⁿ I do by sight.

The return is here handed a letter
signed G. F. Groome and addressed
to John R. Kelly and marked "X" and
asked the following question

41. 2. Is this a letter from you addressed to
Mr. Kelly?

Aⁿ It is.

42. 2. What Survey is it - to which you have
reference in this communication?

Aⁿ The Com^t. Mr. Kelly, said the land
would be surveyed & a plat made
so purchaser could form a better
idea of how the land lies & the lines
43. 2. Was this the same "Lee" land which is
the subject-matter of this suit?

Aⁿ Yes

44. 2. Did not Mr. Kelly inform you of this
survey?

Aⁿ He did - but furnished no plat.

45. 2. What did he furnish you in regard to
the survey

Aⁿ He referred me to a negro living

near the land named Joshua Rix,
who, he said, knew all the lines -

46. Q. What Survey was it - of which Mr. Kelly
informed you?

Ans. I suppose the Bowling Survey -

47. Q. Why was it - that you did not exam-
ine the Bowling Survey for yourself -

Ans. It was not ready at the time

48. Q. Was it - not ready before you exe-
cuted the bonds & made the cash
payment -

Ans. My impression is, it was not -

49. Q. Are you positive as to that

Ans. That is my impression

~~50. Q.~~ The witness is here handed another
letter signed G. F. Groome & addressed
to John R. Kelly marked "Y" and
asked the following question

50. Q. Is that a letter from you to Mr. Kelly

Ans. It is

51. Q. Have you the letter of Mr. Kelly to
yourself of the 14th of March 1876,
and to which you refer in this
communication of March 18th
1876

Ans. I think I have, but am not certain
52. Q. Be kind enough to search for that
letter & file it - with these depositions

Ans

I will

5-3-2.

Remind you any recollection of the character and contents of that letter?

Excepted to by Deft's Atty

Ans

Not positively as I received several letters from Mr. Kelly at that time -

The Portman was here handed another letter signed L. F. Groome addressed to John R. Kelly and asked the following question, said letter being marked L -

5-4-2.

Was this letter written by you to Mr. Kelly

Ans

It was

~~Commence for Atty~~

1-11-2.

Re-examine - by

Do you remember whether you purchased this property at public or private sale - and if purchased at either, state what the terms of the purchase were, and what was sold?

Ans

I bought at private sale from Mr. Kelly Com. - at private sale. as I now know from having seen the above letter - The terms were the same as advertised and an undivided $\frac{1}{2}$ of the Lee farm was sold

2nd

Was there any difference in the terms or the property sold by Kelly Court, between the public advertisement and the private sale.

Ans
3rd Q.

No, there was no difference -
When and where did you buy this land from John R. Kelly Court?

Ans
4th Q.

At his office -
Did you have knowledge of the contents of the paper marked "2" when the sale was made - and was there any variance in the terms as to ~~what you~~ the consideration -

Ans

~~No~~ Yes - Mr Kelly represented the great inducement towards the purchase of this property was the wharf privilege for that and all adjacent timbered lands, which would go there, and for which this purchase covered amounting to \$1500⁰⁰ to \$2000⁰⁰.

5th Q.

What were the terms of the contract as made between yourself and Mr. Kelly with reference to any survey that might be made, and did he, or did he not agree to have a survey made and were you, or were you not to buy by the said survey?

1
1
Q. There was no contract between Mike
said he was going to have a Survey &
plat made. I do not think I was to
buy by the Survey it was merely to
show the lines and give an idea
of the land. There was considerable
delay in making the Survey & plat
Q. 1. Was there, or not, a falling off in
the land represented to be sold by
Mr. Kelly and that surveyed by ~~the~~
him?

~~Q.~~ Exceptive to by Plffs counsel - on the
ground that the Survey is the best
evidence

Ans. It held out by what the ^{plaintiff} called
for but did not go to the original
lines

Q. 2. Did you receive from the Comt., or
any other person any guarantee, or
assurance that you were buying the
whole of the "Lee" farm?

Ans. I did - that was my understanding

Q. 1. Re. Crown examination
Was there any written agreement
to that effect

Ans. No - merely verbal -
Q. 2. If I understand you correctly the

original lines of the Lee farm are
there now, & are capable of being
designated, and the survey which
was made is within these
original lines - do I understand
you correctly?

Excepted to by Deft's atty.

Q. I will here correct my answer to question 6
in my re-examination in chief and
state that the 1st survey followed the
original lines and by that there
are 492 acres in the tract - I know
nothing of the Bowling survey -

3.2. You say that Mr. Kelly estimated
the advantage of five wharves at
\$1500. to \$2000. when and where
was that?

A. In his office & before the sale

And further the deponent said not

C. H. Loomis

Continued Till Friday the 8th of September
John H. Wright being duly sworn depon-
ed & says for and on behalf of the Plaintiff
1st 2. State whether, or not you were present
when the late Jno. R. Kelly as Spt. Comr.
first offered for sale one-half of the "Lee"

land, which were subsequently purchased by G. F. Groome, and state what then transpired as well as you can recollect it--

Ans

I think it was at Dec. Court 1875 or 1876. I am not positive, when the interest of G. F. Williamson in the "Lee" farm was offered for sale. When the property was put up at the Court-House Willis and James Hargrove (one, or both) objected to the sale on account of the boundary line, not being established between the "Lee" farm and the Hargrove land. Mr. Kelly, the Court, announced that the land would be surveyed and the disputed boundary line established. The property was bid in at \$3000.00 and the announcement made that any one could take it at that price after the boundary line in dispute should be established. The sale to Groome was made at the price named after John W. Bowling the Surveyor had been.

over the land and the line in dispute
had been settled.

2. 2.

were you one of the Comrs: of Sale,
for the sale of the Sleepy Hole property
purchased by Leaning upon which
is located the wharf formerly owned
by Williams?

Ans

3. 2.

I was

Has he received a deed for that land?

Ans

He has

4

Counsel for Pltff here files a copy of
the Comrs: report in the suit of
Hartman & Whitehall vs Williams's
Admorsal: reporting the sale of
one-half of the "Lee" farm to C. F.

Groome. Together with the survey
of John M. Cowling & other exhibits
filed therewith, and a copy of decree
confirming said sale: also copy
of deed executed by Kilby & Wright.
Spt. Comrs to Mr. Leaning of
the Sleepy Hole farm marked "O"

To the filing of which report &c
objection is made by Defth: Counsel.

1. 2.

Cross-examined by ^{Pltff} Defth: atty
Are you not a practicing lawyer

in the County Court of Lawrence-
mound County & were you not so
in Dec: 1875-

Ans I am, & was

2. Q. Were you a bidder at the sale or had
you any interest in the sale of the
"L" farm at that time specially?

Ans I was not a bidder but was in-
terested as representing some of the
heirs of Williamson and some of
the Creditors.

3. Q. How did you represent the heirs of
Williamson at that time, as guard-
ian or otherwise?

Ans As Attorney at that time -

4. Q. Which of the heirs did you represent
as Attorney in Dec. 1875?

Ans Repr Williamson according to
my recollection -

5. Q. Was your attention called to the
sale of this land particularly, by
reason of your representation of
Repr Williamson or otherwise?

Ans Partially by representing him and
partly from the general interest
which I have always felt in the
sale of land in that portion of the
County - and further that I

expected to be connected as joint
Corm⁺ with Mr. Kilby in the sale
of other land belonging to Williams
son's estate, and Mr. Kilby, himself,
had several times consulted me
or talked with me about the sale
of that land.

Q. 2

Did you on the 2^d Monday in Dec:
1871, have any case in Court that
required your attention as Attorney,
and if so, did you leave that
case and attend the sale?

Ans.

I do not recollect whether I had,
but if so, it did not conflict with
attendance upon this sale.

7-2

Do you mean to say that you
remember distinctly, having already
said that you had a general
interest in the sale of land in
the lower parish, that you can
remember for seven years the
exact terms and statements
made by the Corm⁺ or other person
selling, as to surveyor's report, &
other such slight details when
the interest was only what you
have stated it to be, to that
period of time?

Q. I mean to say that facts connected with this sale are very distinctly impressed upon my mind for reasons already given, and that there were lands in the vicinity belonging to my father's estate, and frequent conversations between Mr. Kelly & myself, together with the interest in the sale already stated served to deepen and fasten these impressions.

8. Q. When did your father die?

A. In 1874

9. Q. When were the lands put upon the market, if at all?

A. The suit was brought in 1875; I think, and according to the best of my recollection his lands were put upon the market in 1876 -

10. Q. When did Dr. Kernball purchase a part of your father's estate?

A. I mean at the time Dr. Jud. Wright and others bought portions of said estate.

Q. Dr. Kernball has purchased different tracts at different times; the sale of my father's lands having

11. 2

Q

taken place on several different occasions, and it is impossible for me to say, without referring to the record at what time, or times, he purchased the different tracts.

Did Dr. Kernball & your brother Dr. Jud. Wright ever purchase any of your fathers lands at public sale in front of the Court house down of Newsumsall County, and if so - state when, and what lands

they did. Dr Wright purchased two distinct portions of what was called the "Horne" farm - one known as the Mathews place, and the other the "Widow" place - having purchased it subject to her dower.

Dr Kernball purchased a portion of the "Horne" farm, and also a place called the "Bairner" place and a place called the "Oster" tract.

Dr. Kernball's purchases were made at different times and I cannot say without referring to the record in what year any of the purchases were made by either of them.

17. 2

You have stated that the lands

upon the market in 1876; Will you be kind enough to state what you mean by being on the market? By being on the market I meant to say that ~~there was a decree~~ for sale! according to my best recollection was obtained in 1876, though without the record before me I do not pretend to be accurate and that immediately after the decree was obtained the lands were advertised for sale.

13. 2. Was the land sold under the said decree and advertisement the year that you think, to wit; 1876, or the following year?

Ans. My impression is that the first sale was in December 1876, though I may be mistaken.

14. 2. What did Kernball give for the land at the public sale called the "Horne" place?

Ans. There were a great many tracts of land sold and without referring to the record I cannot undertake to say what he paid for each tract.

15. 2. What did Dr. Kernball give for

the "Horne" place?

Ans

I cannot undertake to say without referring to the record.

16. 2.

Please explain, if you can, how it is that you remember so minutely all of the transactions in relation to the "Lee" farm, in which you had no direct interest, and cannot remember the purchase price of the "Horne" farm of your father's estate which occurred several years afterwards.

Ans

I had no direct interest in the first place in my father's estate, except that I was one of the Commissioners, represented some creditors and was the Attorney of his executor; furthermore the "Horne" place spoken of in the question was divided into six or seven different tracts and sold in different parts according to my present recollection to sundry parties at different times. With reference to the "Lee" farm, as I have before stated, Mr. Kelly who was the Commr. talked with me several times about its sale

And I remember distinctly on one occasion his asking suggestions from me as to its sale, and my recommendation, that if the Bentons, who owned a half interest in it, would consent it would be much better to sell the whole tract than to sell the two undivided interests separately. At one time it was proposed to sell in that way and my present impression is that the Bentons objected to it after having given their consent. Moreover since the beginning of these depositions I have had frequent opportunity to refresh my memory by the record in one case, while there has been no occasion to refer to the record in the other.

17. Q.

You state, that since the taking of these depositions you have had occasion to refresh your memory; state whether it was as witnessed in the case or not.

Ans

Not specially; I had a petition to file in this pending suit and in the preparation of the same

~~He~~ necessarily had to make a minute examination of the record in the suit of Ventman & Whitehill vs. Williamson's Administrators and have had the records at my office for more than a month and examined them repeatedly.

18. Q. Are you as Comr. for Williamson's estate or otherwise, interested in the result of this suit?

Ans. I am not as Comr. because I was not ~~of~~ connected as Comr. with the sale of the "Lee" land & am only interested in the result of this suit as counsel for the petitioner in the petition above mentioned.

19. Q. Is Thos. G. Benton & Sons, or either of them to your knowledge indebted to Williamson's estate, or is that estate indebted to them or either of them?

Ans. The petition which I propose to file in this suit claims an indebtedness from Benton & Sons to Williamson's estate; other than that I am not aware of any claim by either party against the other. I am not aware of any indebtedness of either

20 2 party to the other
Has J. F. Benton & Son made any
assignment for the benefit of their
creditors, or taken the benefit of the
bankrupt act since this debt was
contracted?

~~Answer~~ Yes Not that I am aware of

And further then deponee
Searth not-

Wm H Wright

Continued till - Thursday the 14th
of Sept. 1882

Present A. C. Withen counsel for Sept.

Elisha Everett being duly sworn deponee
and says

1st Q. What is your name, age & where do you
reside & do you know the parties to the suit
Elisha Everett, 69 years & reside in house-
mould County & I know all the parties

2nd Q. State if you know what the understand-
ing was between Benton & Son & E. F. Corl-
lissman in regard to the sale of the "Lee"
farm & the privilege connected therewith?

Kelly's Ex or re
vs

Groome vs

Depositions

Ans.

I did not know that Benton & Sons were ever a partner of Williamson's until his death. After his death I presented my account to the Administrator of said Williamson, who was John W. Arner, for building a "bogg track" across the Sleepy Hole farm with ^{E. F. Williamson} as per contract & he paid me for the work. Williamson told me that he intended to bring all the wood he might cut on the "Lee" farm and that adjacent which he had bought from Lee and others down to Sleepy Hole on the "bogg track" — I never knew that Lee had given a deed only to Williamson — till after his death — I thought it was an individual enterprise.

3rd Q.

Do you know, and if yes, state how you knew whether or not in the sale of the "Lee" farm — to the defendant in this suit, E. F. Groome, was given the privilege of running his wood from the "Lee" farm over a "bogg track" across the "Sleepy Hole" farm, and whether or not it was generally understood in the neighborhood that he had the right to run the bogg track

and have the wharf privilege for the purpose
of his business as relating to the wool
on the "Lee" farm -

Ans

That was generally understood by public
advertisements

4. 2.

State what your connection was with
E. F. Williamson in his life-time, how
far you lived from him and were
you on good terms with him?

Ans

We were intimate friends & lived a
half mile from him and I always
found him to be a high-toned gentleman

5. 2.

Did he as your friend frequently speak
to you about his business transactions &
if yes, did he ever refer to the sale of
the "Lee" farm and the privilege connected
therewith to the said E. F. Groome?

Ans

I cannot say definitely, only he frequently
asked me how much wool ~~he~~ thought
he could cut off of the "Lee" farm and
would it pay him to run the track

6. 2.

Did any one charge wharfage to E. F.
Groome before Mr. Cantwright became
purchaser of the "Sleepy Hole" farm?

Ans.

No, not that I know of.

7. 2.

Did John Cantwright, agent of Mr. Cant-
wright ever charge the said Groome
wharfage?

Qm

To take his own words he said -
John Centuright told me that he
charged him but Groome refused to
pay it - I told him why did he not
bring an action before a Justice as
it was within a Justice's jurisdic-
tion - and he said he had put it in
Labbs hands for collection

Q 2.

Do you know, and was it the general
understanding in the neighborhood
that when the Lee farm was sold to
the defendant that the right to run
the "hog track" across the "Slick
Hole" farm & the right of wharfage
for the road off of the Lee farm
was sold and passed along with
the said farm?

Ans

I am pretty confident that the right of
way was sold but I cannot say def-
initely as to the wharfage

And further this deponent saith not
Elisha Everett

The further taking of these depositions is
continued to the 29th of Sept: 1882
G. H. Berryman Comr

John M. Bowling being duly sworn deposes and says as follows

1st Q.

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

Ans.

John M. Bowling, aged 73 - a farmer, reside in Newsumond County and I know the plaintiff and one of the defendants - C. F. Groome -

2nd Q.

Were you the surveyor who did the surveying for Jno. R. Kelly, Spl. Commr on the Lee farm

Ans.

I was.

3rd Q.

How much land was cut off, if any, from the Lee farm, by Jno. Kelly, Spl. Commr, and transferred to Willis and James Hargrove to settle an dispute about the boundary?

Ans.

Six acres were cut off

4th Q.

~~Were you present when John R. Kelly, Spl. Commr offered~~

How did the timber on these six acres compare with that on the rest of the tract?

Ans.

That tract of six acres is on a high ridge and it is the heaviest piece of timbered land I ever beheld.

5th Q.

Were you present when John R. Kelly, Spl. Commr offered the Lee farm for sale at public auction

Ans I was not present when Jim Kelly offered
it for sale
4th Q. Was the compromise made by Jim R.
Kelly ~~with~~ Sfl. Corn with Hargrove
made before or after the sale to G. F.
Groome and if so state what you
know about it

Ans The compromise was made before the sale
and after I examined the lines I was
satisfied that there six acres belonged
to the "Lee" farm, and am more convinced
since that time by having been called on
to survey the Hargrove tract when I
had their original deed to work by -

And further this deponent saith not -
J. P. Lowling

Witness

J. W. Lee 2da

E. E. Lee 2da

J. W. G. 1da

VERY VALUABLE LAND

In Nansemond Co., Va., For Sale.

By virtue of a decree of the Circuit Court of Nansemond county, made at the October Term, 1875, in the cause of Hartman & Whitehill, &c., vs. E. F. Williamson's administrator and, others, I will offer for sale before the court-house door of Nansemond Co., in Suffolk, Va.,

ON MONDAY, THE 13th DAY OF DECEMBER, 1875,

(that being court day) one undivided half of the "LEE FARM," situated about 9 miles from Suffolk on the Norfolk road, near Driver's store, and about 2 miles from Sleepy Hole wharf on Nansemond river. This Farm contains 490 ACRES, more or less, of superior land, with superior Dwelling and Out-houses. It is confidently believed that

SOME 10,000 CORDS OF PINE WOOD

can be cut on the land, and by contract with E. F. Williamson in his lifetime, made with Thos. G. Benton & Son, of New York, the owners of the other half, the right of way to convey the wood to Sleepy Hole wharf is secured. A map of the cleared land and, if possible, of the whole will be made by day of sale.

It is seldom so valuable a place, with as much wood, is offered to the public.

Persons are requested to examine the same before the day of sale.

TERMS OF SALE.---Expenses cash, and the residue on one, two and three years' credit, with interest from date, the purchaser to give bonds and good security, waiving homestead, and the title to be retained till ordered to be made by the Court.

JOHN R. KILBY,

Nov. 19th, 1875.

Special Commissioner.

GEO. T. PARKER, AUCTIONEER.

VALUABLE LAND

In Nassau and Co. V. & R. For Sale.

By virtue of a decree of the Circuit Court of Nassau County, made at the October Term, 1875, in the case of Nassau & Co. vs. William & John, the undersigned administrator and assignee, I will offer for sale before the court-house door of Nassau County, in Suffolk, Va.,

ON MONDAY, THE 13th DAY OF DECEMBER, 1875,

(that being court day) one undivided half of the "Lake Farm," situated about 2 miles from Norfolk on the Norfolk road, near Driver's store, and about 2 miles from Sheep Hole wharf on the James River. This farm contains 500 ACRES, more or less, of superior land, with superior Dwelling and Out-buildings. It is confidently believed that

SOME 10,000 CORDS OF PINE WOOD

can be cut on the land, and by contract with E. F. Williamson in his lifetime, made with Thomas G. Weston & Son, of New York, the owners of the other half, the right of way to convey the wood to Sheep Hole wharf is secured. A map of the cleared land, and, if possible, of the whole will be made by day of sale.

It is seldom so valuable a place, with so much wood, is offered to the public.

Persons are requested to examine the same before the day of sale. TERMS OF SALE.—Cash on hand, and the residue in one, two and three years' credit, with interest from date, the purchaser to give bonds and good security, reserving homestead, and the title to be retained till ordered to be made by the Court.

JOHN R. KILBY,

Special Commissioner.

Nov. 19th 1875.

Wm. F. HARRIS, ATTORNEY.

Hampton March 23/46
Box 28

Rev. R. Kelly Esq
at Sir

Enclosed find
check No. 285 a Exchange Bank for
163⁵⁰ for the cash payment on the
Tract. will send or bring the bonds
in a week or so.

Did not see
Mr Benton at the bank.

Yours Respectfully
C. J. Brown

C. F. Grove
1876.

"Z"

Hampton Va Box 28
March 18th 1876

John R. Kilby Esq
Sir

Yours of the 14th

rec^d last night. You can fix up
the bonds & send over here, or if
you prefer will come to Suffolk,
shall give back to Smith of our
Co as security. I refer you to May
11th Morrow or Mr Bottoms of Nor-
folk as to our responsibility
etc.

Yours Respectfully
C. F. Groomer

R.

Sent you a telegram this day from
Fort Monroe.

C. F. Groome
1876

paper sent

"Y"

Hampton, Box 28
July 4th 1896

John R. Milby Esqr

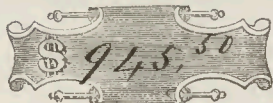
Dear Sir, Have you
done anything with the "Lee Tract,"
since I saw you last. Mr. Bowling
was to let me know when he
could finish the survey, and I
intended going around the lines
with him to see what timber
could be got on the place, but
to this time have heard nothing
from him.

Yours Respectfully
C. S. Groome

C. J. Hoome

1876

11 X 9



11

Three years after date, with Interest from date, we promise to pay
unto John R. Kelly (and, to see William's Land) his heirs
executors, administrators, or assigns, the just and full sum of five hundred and
forty five Dollars and fifty Cents,
for value received; for the payment of which we bind our selves, our heirs,
executors and administrators, firmly by these presents; and we hereby waive the benefit of
our Homestead Exemption as to this debt and obligation.

As witness our hands and seals this 18th day of March
in the year of our Lord one thousand eight hundred and seventy six

Witness

E. J. Groome (Seal.)
Albion Smith (Seal)
Seal

1879 March 18th. Paid Thos. G.
Benton Sons in part of this
Bond, Three hundred and
fifty dollars (\$350.)



WRITE THE ADDRESS ON THIS SIDE—THE MESSAGE ON THE OTHER

C. F. Groome Esq

Hampton

Va

Suffolk Co.

17 May 1876

Dear Sir,

Your favor with
Bonds for Benton road,

It was intended to
include in the sale
the right of way &c.
call when you come over.

Yrs truly
John R. Kilby

"4"

John R Kilbys Exor
vs

Charles D Groom & Nelson Smith

It appearing that there has been no
order or 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.

8 43

John R Kelby's Exors
vs

Charles T Groom &c

Oct 12th 94

John entered
CMS

Entered in Chancery
Order Book No. 2.
Page 589. -

In the Circuit Court of the County of
Harrison
W. J. Kilby Executor of the last will and
testament of John R. Kilby deceased, suing
for the benefit and as the costs of Thomas
G. Benton and Eugene Benton partners
trading under the firm & style of Thomas
G. Benton & Sons.

vs:
Charles F. Groome & Nelson Smith

The answer of Charles F. Groome one
of the defendants to the bill of Complaint
exhibited against him & Nelson Smith in
the Circuit Court of the County of Harrison
by the complainants W. J. Kilby Executor &c.
and others as aforesaid. This defendant for
answer says. That it is true that he bought
one half of the "Lee Farm" from the late John
R. Kilby Special Commissioner under the decree
mentioned in the complainants bill of Complaint.
That this defendant has never received a
deed for the same, the said defendant
bought the property from the said Kilby
Spl. Comm: &c. under the representations
both in the advertised notice and his
the said Kilby's Spl. Comm's verbal state-
ments, and the express understanding and
agreement made between the said Commis-
sioner Kilby & this defendant was that he
was to buy and have one half of the "Lee Farm"

for which he was to give Three Thousand
Dollars. That the special understanding
and agreement made between himself
and the said John R. Kilby Spl. Comr. -
was that your defendant should have
one entire half interest in the said "Lee
Farm". That a survey of the said farm
was made by John M. Cowling at the re-
quest of the said Commissioner Kilby, and
that afterwards your respondent had
the same property surveyed by William
Dovey the then County Surveyor of Warren
County, and found the original lines
& landmarks defining distinctly the
boundaries of the said land, that by
the erroneous survey made by the said
Cowling your defendant lost some
four or five hundred cords of the
best wood sold to him by the said
Kilby, Spl. Comr. Your respondent
has paid all but one of the bonds
due to the said Kilby and is ready
and willing to pay that at any time
that the rights & privileges guaranteed
to him by the said Comr. Kilby are
given to him, which are the right of
way across the intervening lands
and the same rights that the said William
-son enjoyed in his life time inclu

-ding the wharfage privilege &c. -
And now having fully answered the
Complainant's bill, this respondent
prays hence to be dismissed with his rea-
sonable costs in this behalf expended
& he will ever pray &c.,
Withers & Pruit.

p.c.-

C. J. Brown

State of Virginia

Hammond County to-wit:

This day personally appeared
before me A. C. Withers a Notary Public in &
for the County aforesaid and made oath that
the matters and things stated in the foregoing
answer are true to the best of his knowl-
-edge information and belief. Given under
my hand this the 11th day of Nov. 1881.

A. C. Withers

Notary Public &c.

John R. Kilby Esq. &c.
by
Chas F. Groome & al

Answer of
C. F. Groome

Accepted for deposit
C.

1881. Nov: 11th

This Agreement, made and entered into, this, the Eleventh day of March, One Thousand, eight hundred and seventy-one between Edmund F. Williamson of Nansemond County and State of Virginia, of the first part, Thomas G. Benton & Sons, of the City of New York, of the second part, and Truman Corson, of the State of New Jersey, of the third part; Witnesseth, that the said Edmund F. Williamson, of the first part, in order to form a Partnership, under the style and firm of E. F. Williamson & Co., for the purpose of conducting the pine wood and Lumber business, hereby sells and conveys to the parties of the second and third parts, a one third interest each, in the following purchases, and on the same conditions as purchased by himself, as per Contracts, now in his possession, to wit: A Tract of land, purchased of Lee Brothers, containing Five Hundred and ninety-four acres, more or less: A Tract of land purchased of Joseph C. Norwotthy and others, containing two hundred acres, more or less: A Tract of land purchased of Isham L. Jordan, containing One hundred acres, more or less, Seventeen hundred cords of pine wood, more or less, purchased of John W. Ames; Fifteen hundred cords of pine wood, more or less, purchased of Elisha Laycock; Sixteen hundred cords of pine wood, more or less, purchased of Willis W. Tucker; and Three hundred cords of pine wood more or less, purchased of Mrs. J. M. Capps. The parties of the first, second and third part, further mutually agree to have cut and shipped, in order, all the pine wood above named, as purchased by the

cord, also all the pine wood or lumber, on the lands purchased as above described, each party furnishing an equal amount of Cash Capital for conducting said business and to share and share alike in the profits and losses. The party of the first part hereby conveys to the parties of the second part an equal privilege with himself to run a Bogy Rail Road from Sleepy Hole Dock across his lands to the best advantage for transporting wood and lumber from the Lee farm and lands adjacent to the said Dock, and also any other privilege he may have acquired by the purchase of said lands and lumber.

In Witness whereof, we hereby bind ourselves, our heirs &c. as given under our hands and seals, This the day and date above written.

Witness

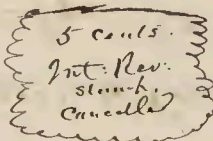
Saml H. Overton

W. A. Overton

E. F. Williamson

Thos. S. Benton Secy, by E. W. Benton

Furman Corson.

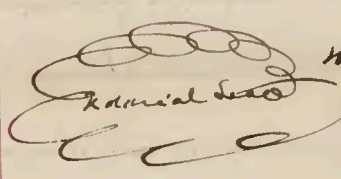


United States of America:

State of New-York, City and County of New-York } ss.

Be it remembered, that on this thirty first day of March, in the year One thousand eight hundred and seventy-one, before me, the undersigned, Edwin F. Corey, Jr. a Commissioner, resident in the City of New-York, duly commissioned and qualified by the executive authority, and under the laws of the State of Virginia to take the

acknowledgment of Deeds &c, to be used or re-
corded therein, personally appeared, Eugene W.
Benton, who is personally known to me, and known to me to
be a member of the firm of Thomas G. Benton & Son, whose
names are signed to the writing hereto annexed, bearing date on
the eleventh day of March, AD, 1871, and has acknowledged the
same before me, in my State aforesaid, and I do also
certify, that Fennan Corson, whose name is signed to
the writing hereto annexed, bearing date the eleventh day
of March, 1871, and has acknowledged the same before me
in my State aforesaid.

In Witness whereof, I have hereto set
my hand and affixed my Official Seal
 the day and Year aforesaid.

Edwin F. Corey, Jr.
Commissioner for the State of
Office 54, Wall Street, New York

In the Clerk's Office of the Circuit Court of Nassau
County, The 6th day of March, 1881.

I, Peter B. Prentiss, Clerk of the said Court, do hereby certify,
that the foregoing is a true copy of a writing, filed among
The papers, in the Chancery Cause, ^{between} pending in said Court,
wherein ^{William & Son} Horton & Whitell are Plaintiffs, and E. F.
Adams & Son are Defendants. Teste:

Peter B. Prentiss, Clerk.

X¹¹¹²

Edmond F. Williamson

with { Copy Agreement

Thos. G. Beiston & Sons & Freeman
Person.

"Exhibit A"

In the Circuit Court of the County of Nansemond,

Wilbur J. Kilby, Executor of the last will and testament
of John R. Kilby, deceased, suing for the benefit and at the
costs of Thomas G. Beulon and Eugene W. Beulon, Mar-
tius trading under the firm and style of Thomas G. Beulon &
Sons.

vs.

Charles F. Groome and Nelson Smith

In Chy-

To the Honorable George Blow, Judge of the Circuit Court of the County
of Nansemond.

Humly complaining sheweth unto your Honor your orator Wil-
bur J. Kilby, Executor of the last will and testament of John R. Kilby, deceased,
the following case - suing for the benefit and at the costs of Thomas G. Beulon and
Eugene W. Beulon, Martius trading under the firm and style of Thomas G. Beulon &
Sons -

In December 1874, a suit was instituted on the Chancery side of this Honorable
Court under the style of "Hartman and Whitehill vs E. F. Williamson's adm^r & al^s"
the object of which said suit was the settlement of the estate of the said E. F. William-
son dec^d

By decree of this Honorable Court pronounced in the said cause on the 13th
day of October A.D. 1875, the late John R. Kilby was appointed Special Commissioner to
sell as prescribed by said decree the undivided half of that certain tract or parcel of
land known as the "Lee Farm" containing four hundred and ninety acres more or less
located in Sleepy Hole District, County of Nansemond, State of Virginia - which
undivided half so ordered to be sold belonged to the estate of the said E. F. Wil-
liamson dec^d

On the 18th day of March 1876, in obedience to the aforesaid decree of the

On the 13th day of October 1875, the said John R. Kelly Special Commissioner sold the one half interest of the said E. F. Williamson in the aforesaid tract of land known as "The Lee Tract" - "including any ^{interest} which the said E. F. Williamson had in a Contract made with Benton Sons as to getting wood to Sleepy Hole marf": when E. F. Groome became the purchaser thereof at the sum of Three Thousand Dollars - He paid the sum of One Hundred and Sixty Three dollars and fifty cents in Cash and executed two notes each in the sum of Nine Hundred and forty five dollars and fifty cents, bearing date 18th day of March 1876, payable to the said J. R. Kelly Special Commissioner, in one, two, and three years respectively with interest from date with Wilson Smith as Recd. and the title to the said land was also retained as a further security until the whole of the purchase money shall have been paid.

The said Contract between the said E. F. Williamson and the said Benton & Sons to which reference is heretofore made is filed with this Bill, marked "Exhibit A" and prayed to be taken as a part thereof - Which said sale was duly confirmed -

The estate of the said E. F. Williamson being largely indebted to the said Thomas G. Benton Sons - and the said firm of Thomas G. Benton and Sons being entitled to receive a large part of the proceeds arising from the sales of said land - a portion of the said indebtedness was paid in money, and a part by the transfer by the said J. R. Kelly Special Commissioner to the said Thomas G. Benton Sons, of the bond of the said E. F. Groome and Wilson Smith to the said J. R. Kelly Special Commissioner in the sum of Nine Hundred and forty five dollars and fifty cents, bearing date March 18th 1876, and payable three years after date with interest from date - the same being for the payment of the last instalment of the purchase money for the said tract or parcel of land - which act of the said J. R. Kelly Special Com^r in transferring the said bond to the said Thomas G. Benton Sons was duly reported to this Honorable Court by the said Special Com^r J. R. Kelly, and the same duly ratified and confirmed by decree of this Honorable Court - pronounced in the said cause of "Hartman and Mitchell vs E. F. Williamson's adm^r &c" on the 13th day of October 1880.

Your orator is advised that the said cause of "Hartman and White vs E. F. Williams-
sons adm^{rs} & als" has been removed from the docket of this Honorable Court and is no
longer a pending cause herein.

The said J. R. Kelly has departed this life and your orator William J.
Kelly is the duly qualified Executor of the last Will and Testament of the said J. R.
Kelly decd:

The said bond of the said C. F. Groome and Nelson Smith for the sum of Nine
Hundred and forty five dollars ^{and fifty cents} with interest from the 18th of March 1876, subject to a
credit of Three Hundred and fifty dollars March 18th 1879, and so transferred to the
said Thomas G. Benton Sons as aforesaid remains unpaid.

The said C. F. Groome has never received any deed for the said tract
or parcel of land so purchased by him as aforesaid - and your orator is advised
and informed, he has the right to apply to this Honorable Court to subject this
said land to the satisfaction of the unpaid purchase money due thereon - viz the
said sum of Nine Hundred and forty five dollars and fifty cents with interest here-
on from the 18th day of March 1876, until paid - subject to a credit of Three Hundred and
fifty dollars as of the 18th day of March 1879.

In under consideration whereof and on as much as your orator is without
adequate remedy save by the aid of a Court of Equity, where matters of this kind are
fully and fully cognizable - to the end therefore that justice may be done - your orator
prays that the said C. F. Groome and Nelson Smith may be made parties defendants
to this Bill and required to answer each allegation thereof as if specially interroga-
ted hereon - that the said tract or parcel of land above mentioned and described as the
half of the fee land, and purchased as aforesaid by the said C. F. Groome may be sold
by and under decree of this Honorable Court - to satisfy the balance of the purchase money
due and owing for the same by the said C. F. Groome - that all proper and necessary
accounts may be ordered and taken by and under decree of this Honorable Court -
that should the said tract of land not sell for sufficient to satisfy the unpaid

purchase money due thereon, that the said C. H. Groome and Nelson Smith may be required
to pay the said difference - if any - and for all other and further relief both of a general
and special character as Equity demands and the nature of this case requires -

In the Commonwealt of North.

Thomas Jabb. p. q.

W. J. Kelly, per up.
Sweeney & Co.
In Chy -
Groome & Smith -

Bill -
"

Wilbur J. Kelly, Exor^t: of John R. Kelly, dec'd, for the
vs { Chy: Vides

Charles F. Groome and Nelson Smith.

1881. Feby: 28th: Sum^t: in Chy: issued to March Rules, 1881

" March 7th: Bill & Exhibit filed - & Decree nisi ^{vs} dofts:

" April 4th: Decree nisi confirmed & Cause set for hearing
on mo: of Pltff's Counsel.

" " 12th: Order made authorizing Cause to be
heard in vacation.

" Septs: 24th: Deps: for Pltff: filed

Chy: Notes

1871-1872. The first year of the 1870s.

1872-1873. The second year of the 1870s.

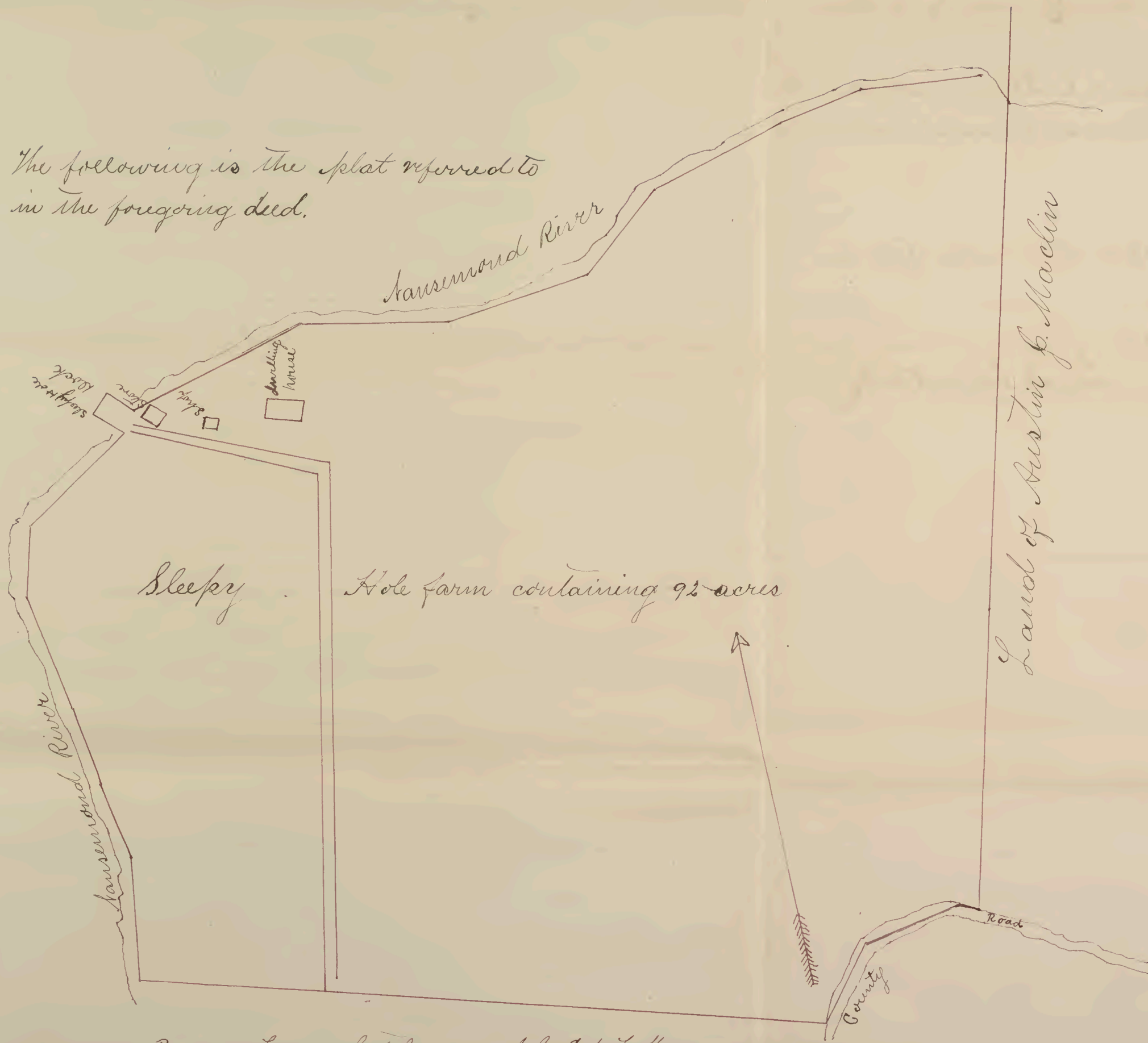
1873-1874. The third year of the 1870s.

1874-1875. The fourth year of the 1870s.

1875-1876. The fifth year of the 1870s.

1876-1877.

The following is the plat referred to
in the foregoing deed.



Beamon farm lately owned by Ed. F. Williamson deceased

In the Clerk's Office of Nassau County Court, the 15th:
day of March, 1879.

This Deed was acknowledged by Wilbur J. Kilby and John H.
Wright, Commissioners and with the plat annexed, admitted
to record.

Teste:

Peter B. Proutis. Clerk.

A copy,

Teste:

Peter B. Proutis. Clerk.

Begin at the Road the beginning at the
Red Oak N. 57° E. 45 poles 10 links N. 44° E. 29
poles along the main road N 8½ E 32 poles
off against the dwelling house N 25° E 34
poles to a pine stump a corner in John
Duggerabodys line thence along an
unsettled line of Duggerabody S 64°
E 72 poles S 10 W 44 poles 5 links taking
(at 46 p.)
in a small strip said to belong
to Redd's Estate then along Redd's
line N 74° E 49 p S 82½ E 29 poles to
poplar corner Drivers land S 9°
E 10 p S 31° E 26 p S 15½ E 6½ poles
to Mill pond ditch then along
said ditch S 10° W 53 p 3 links

E. J. Williamson

	80	gun
	50	line

Main Road leading to Tuffetote

Thorn-Town
x
Lut

Land on the
N. of this ditch
in John Squires body
were said to belong
to the Lee Farm.

Land of
Reds Estate

Driver's Land "

Sketch of a triangular plot with handwritten notes:

- Top vertex: B
- Bottom-left vertex: C
- Bottom-right vertex: A
- Text inside the triangle: "2 dead Hollies"
- Text below the triangle: "11 Shingle can"
- Text to the left of the triangle: "line 5.62"

Beck

May 25

Spun

10

to a large corner White Oak Driverr corner S 82° E 43 poles
 N 89° E 36 poles & links to a stub a corner S 35 3/4° E 19 poles 20 links
 gum S 50° E 26 poles Beech South 26 1/2 poles to 2 dead Hollies
 56 poles N 71° E, along Driverr line 56 poles, along by the shingle
 camp leaving an open space of 50 poles to the Beech
 across which open space a line has since been run marked
 with red ink & as per agreement endorsed on this map a-
 bout the course running East of the shingle camp where
 Henry Langston says the line runs & containing in
 the said boundaries Five hundred and twenty-six
 acres plotted to the scale of 20 poles to the 1/2 inch.

January 31st. 1876.

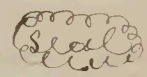
Jno. M. Corwiling, Surveyor.

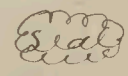
Whereas some dispute has arisen as to the bound-
 aries of the within land & our lands; and having
 agreed to an adjustment of the same we do hereby
 acknowledge the line indicated by "Red Ink" which runs
 from the "Beech tree" to letter "c", as the correct line, and
 we do relinquish all claim of title to all lands within the
 lines of the within ~~the lines of the within~~ survey, no
 matter by what title claimed, unto Thos G. Boulton
 son & E. F. Williams Estate, & to the purchasers from
 either one.

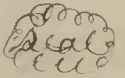
Given under our hands & seals this 16th March 1876.

Teste:

Jno. M. Corwiling

James C. Hargroves 

Willis W. Hargroves 

Alice W. Jenkins 

per James C. Hargroves,

Valuable Lands

ON

NANSEMOND RIVER, FOR SALE !

By authority of a decree of October Term of the Circuit Court of Nansemond County, made in the Chancery causes therein pending, wherein Reps Williamson and Hartman & Whitehill and other creditors are Plaintiffs, and E. F. Williamson's adm'r and others are Defendants, we will offer for sale before the Court-house door of Nansemond county, Va.,

ON THE 2nd MONDAY IN DECEMBER, 1877,

(being the 10th day of December, 1877, this year,) the following parcels of valuable land :

1st. The "Beamon Farm" on Nansemond River, adjoining the "Sleepy Hole" farm, and containing 100 acres, more or less. This farm has a large and excellent Dwelling house, and all necessary outhouses, has a fine

Large Brick Cistern,

and a good spring near the house ; lies on the right bank of said River, and in immediate proximity to fine oysters, and near to Sleepy Hole wharf, the shipping point for the neighborhood, where steamboats and vessels land. The land is superior, and is altogether a desirable place.

2nd. A Tract of 40 acres, more or less, also on said River called the "Pierce Farm." This place has a Dwelling and other houses, and is a good place.

3rd. The "Sleepy Hole" farm on said River, has two large Dwellings, a storehouse, wharf and orchard. The remarks as to location of Nos. 1. and 2, apply also to this parcel. This one contains 100 acres, more or less, and is too well known for a lengthy description ; it is one of the most valuable and desirable places on the River. (The right to run a tram road across this land to the dock to transport wood and timber from the "Lee Farm," &c., as by written agreement executed by said E. F. Williamson in his life time, is reserved.)

4th. The "Wright Land," containing 115 acres, more or less, and adjoining the Lee Farm on the county road, and is wood-land with much pine on it, and is convenient to Sleepy Hole wharf.

5th. The farm called the Phillips Land," and now occupied by Hugh Garland Kelley, Esq., and contains 100 acres, more or less ; has an excellent large Dwelling and outhouses. Land excellent, and only a short distance from Sleepy Hole wharf.

All of these lands are within the bounds of Yeates Free School ; a school of superior grade with an endowment, and near four churches and in a good neighborhood, and about 12 miles from Suffolk.

TERMS: The purchasers will be required to pay ten per cent. of the purchase money in cash, and the residue in three equal sums in 12, 18 and 24 months, and execute Bonds with good personal security, waiving Homestead Exemption, and bearing interest from day of sale, and titles to be withheld till ordered to be made by the Court. The purchasers will be entitled to possession on the 1st day of January, 1878.

These lands will be surveyed by the day of sale. Persons wishing to buy are respectfully requested to examine the same before the day of sale. For further information, enquire of the undersigned.

JOHN R. KILBY, JOHN H. WRIGHT,
COMMISSIONERS.

Nov. 5th, 1877.

Nov. 21st 1811

JOHN B. KIRBY

JOHN H. MICHIE

of the undersigned

is authorized to examine the same before the day of sale. Persons wishing to buy the land

These lands will be sold by the day of sale. Persons wishing to buy the land

January 1818. The undersigned will be authorized to possession on the 1st day of

Exemption, and paying. The undersigned will be authorized to possession on the 1st day of

12 and 21 months and. The undersigned will be authorized to possession on the 1st day of

LEWIS The undersigned will be authorized to possession on the 1st day of

12 miles from. The undersigned will be authorized to possession on the 1st day of

There will be an improvement, and near the church and in a good neighborhood, and about

All of these lands are within the bounds of the school: a school of superior

excellence, and only a short distance from the school. The school

and contains 100 acres more or less. The school is an excellent place for teaching and

2nd. The land called the "Pine Land", and now occupied by the school, is a

the county road, and is well improved and is a very good place for a school. The

3rd. The "Meadow Land", containing 100 acres more or less, and adjoining the

agreement executed by and to E. Michie in the year 1800. The land is

this land to the dock to the north, and is a very good place for a school. The

the most valuable and desirable places on the river. The land is a very good place for a

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