1899-019
Nansemond Co (Suffolk) Chancery Causes F.L. Holland vs Exx of M.H. Holland, Sr. et al

Ballard, Vaughan, Bradshaw

Will: 1897, Mills H. Holland, Sr, Nansemond Co, VA

Rec'd Papers for as below

To the Clerk of the Circuit Court of Nansemond County, Virginia:

F.L.Holland vs Martha O.Holland executrix of M.H.Holland Sr. deceased and in her own right, M.H.Holland Jr., Fannie A. Ballard and A.W.Ballard her husband and Joseph Edwin Holland, the last being a minor under the age of twenty one years.

Summon in Chancery to Second March Rule 1898.

Fee $1.50 paid

Wm.S.Holland p.q.

CHANCERY SUMMONS. 6

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Martha O Holland executrix of M A Holland Sr deceased and in her own right, M A Holland Jr. Fannie A Ballard and A W Ballard her husband and Joseph Edwin Holland the last being a Minor under the age of twenty one years.

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 Third Monday in March 1898, to answer a Bill in Chancery, exhibited against them in the said Court by F L Holland

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 8th day of March, 1898, in the 122nd year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A P Gomer, CLERK.

Executed the 15th day of March, 1898 by delivering a
true copy of the within summons to Martha O. Holland
Executrix of M. N. Holland, Sr. deceased and in her
own right Fannie A. Ballard and Joseph Edwin
Holland in person and as to M. N. Holland Jr.
by delivering a copy of same to his wife and
giving to her information of its purport, and
as to A. W. Ballard by delivering a copy
and giving information of its purport to his wife.

R E Norfleet Dep'ty
For A H Baker Sh'ff

U. S. Holland p. q.

vs. } In Chancery.

M. N. Holland
& others

1898.

March Rules.

Ruled Monday.

Nansemond Circuit Court.

Process Book No.

Page

To the Hon.Robert R.Prentis,Judge of the Circuit Court of Nansemond County:

The undersigned Special Commissioner as directed by decree entered in the chancery cause of F.L.Holland vs M.O.Holland,Executrix and others, on the I7th day of October,I899,has executed and delivered to F.L.Holland a good and sufficient deed,with special warranty for the land in the bill and proceedings mentioned.There is, so far as your commissioner knows nothing further to be done in this suit.

Respectfully submitted,

E. C. Maynard

Special Commissioner

Report of
E. E. Harlan
Spl. Corp

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., Oct. 12 1895

Mr. E. E. Holland
Dear Sir:-

I sent you by express the papers and a rough deed. I sent a deed to F. E. Holland and asked him to have it executed by him and wife and return it at once to you. With the deed I requested him to send a statement of the debts I made on the back of the copy of the judgment. I hope all the papers may come in time and you find them all satisfactory in form.

Yours truly
W. S. Holland.

F. L. Holland
vs
M. H. Holland Exx. et. als:

Memorandum of compromise agreement.

In order to finally compromise and end all questions arising in this suit it is mutually agreed, subject to the ratification of the circuit court of Nansemond County, Virginia, as follows:

That a decree shall be entered giving title to the plaintiff to the lands in the bill mentioned and said plaintiff and his wife shall immediately execute a deed of trust conveying said land to a trustee to secure one third of a judgment for H against C. H. Holland & F. L. Holland late partners in business under the name and style of C. H. Holland & Bro. including interest and costs, which judgment is docketed in the County court of said Nansemond County, and one third of two. due bills in favor of M. H. Holland Sr. and against C. H. Holland & Bro. and which are for the amounts as follows: One for ten (10) dollars and fifty (50)

cents with interest from January 13th 1890 and the other for $12.50 with interest from December 24th 1889 subject to a credit of $7.00 as of June 1st 1890; and to secure seven twelfths 7/12 of another due by F. L. Halland to M. H. Halland Sr. for one hundred & forty seven (147) dollars and ten (10) cents with interest thereon from the 5th day of May 1896 till paid and that said judgment and said due bills one to be released and cancelled as to said F. L. Halland.

It is further agreed that a sale may be made at once of said land in the bill and proceedings mentioned on terms as follows, cash one third, one third six months after date of sale and the residue or other third in 12 months from date of sale - deferred payments to bear interest January 1st 1897 and possession of purchaser to be given January 1st 1897.

It is further agreed that

out of the proceeds of sale of said real estate the trustee shall pay first the costs of ~~said and~~ sale to the wife of F. L. Hollaend. and shall then pay ~~to~~ the difference between said debt so secured and the sum of four hundred and ninety-eight (498) dollars and seventy two (72) cents with interest from May 5th 1896, it being the amount of a due bill given by W.H. Holland Sr to F. L. Holland and the rest of the said purchase price shall be paid to the executrix of W.H. Holland Sr. deceased or to her ~~Attorney~~. Costs of suit to be join F. L. Holland, but no taxed attorneys fee to be included

F. L. Holland
E. E. Holland Atty for
the adult defendants
R. H. Rawls Guardian
ad litem for infant
defendant.

F. L. Holland,
vs.
Martha O. Holland, Executrix of M. H. Holland, Sr., deceased, and in her own right, M. H. Holland, Jr., Fannie A. Ballard and A. W. Ballard, her husband, and Joseph Edwin Holland, the last named being an infant under the age of twenty-one years.

This cause came on this day to be heard upon the bill of complaint and exhibits therewith filed, upon the answer of the defendants with general replication thereto, this day filed by leave of Court, upon the answer of the infant defendant by R. H. Rawles, a competent and discreet attorney at law, guardian ad litem for Joseph E. Holland, duly appointed at rules, with general replication to said answer, on the depositions of witnesses in writing, and on an agreement in writing compromising and compounding the questions and matters arising in this suit, signed by the parties and made and entered into, subject to the ratification of this Court, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the settlement of the matters and questions arising in this suit by compromise is hereby ratified and approved, and the Court being of opinion that the plaintiff in this suit is entitled to have specific performance of the contract for the sale of the land in the bill and proceedings mentioned by M. H. Holland, Sr. to him, doth further adjudge, order and decree, that E. E. Holland, who is hereby appointed a special commissioner for that purpose, do forthwith make, execute and deliver to F. L. Holland, the plaintiff in this cause, a good and sufficient deed, with special warranty, for the land in fee simple in the bill and proceedings mentioned.

And the Court doth further adjudge, order and decree that the cost of this suit be paid by F. L. Holland, no attorney's fee to be taxed in said costs; and that the defendant, Martha O Holland, Exec-

utrix of M. H. Holland, Sr., deceased, shall pay for the execution of the deed herein ordered to be given.

F. L. Holland,
vs.
Holland's Exectrix, et als.

D E C R E E

To be entered

Octo. 17, 1898

Robert R. Prentis.

We consent

M. C. Holland

R. H. Crawley Guardian
Guardian ad litem
for infant defendant

Entered in Chancery
Order Book No 3 Page 177

F. L. Halland

vs.

Mc. H. Halland's Sr. admr. et. al.

On motion and by consent of parties entered of record in open court it is ordered that this cause may be submitted to the judge of this court for ~~made a vacation decree to be~~ such decision or decree in vacation as ~~made and decided in vacation~~ might be made in term.
~~as in term time~~

H. L. Holland

vs

M. Holland's Exr.'s Executor et. als.

Decree

April 12th 1898

To be entered.

Robert P. Davis

Wm S. Holland p.q.

E. E. Holland p.q.

Entered in Chancy Ord 3 Page 135

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 213.

VIRGINIA:—Clerk's Office of the Cornty Court of the Cornty of Nansemond Sct.

In the Circuit Court of the Cornty of Nansemond October 19 Term 189 2

M H Holland Sr Plaintiff

versus

C H Holland and F L Holland late partners doing business as Chas H Holland and Co. Defendant

Action of

Judgment in favor of the Plaintiff against the Defendant for the sum of four hundred and twenty five dollars on $250 part thereof $ 425.

With interest at the rate of six per centum per annum, from the 21st day of February 1890 on $140. another part thereof from ~~the 16th day of~~ Subject to credit viz: January 16th 1890 and on $35.00 the residue thereof from February 22nd 1890 until paid $

Charges of Protest, $

And the Cost of suit, $ 7.80

A FIERI FACIAS issued from the Clerk's office of said Court on the 5th day of November 1892, returnable to the 1st Monday in February thereafter, directed to the Sheriff of the County of Nansemond who hath made return thereon in the words and figures following, to-wit: "I can find no property to satisfy the within judgment or any part thereof."

This Judgment was duly docketed in the Clerk's office of the County Court of the Cornty of Nansemond on the 5th day of Nov 1892

Judgment Docket No. 2 Page 32

R R Smith Clerk.

Teste: J P Gomer Clerk.

p. q.

Form No. 213.

M. H. Holland, Sr

vs. { ABSTRACT OF JUDGMENT.

C. H. Holland & Co

646.70 This judgment
15.96 1st accrued costs bill
7.62 2 " " "

3/670.28
223.42

12/170.02 New
14-17 costs bill
7
99.12

223.78 { One third accrued costs + judgment
99.12 { 7/12 New costs bill

322.54

May the 5th 1896

Due F. L. Holland Four hundred and ninety-eight dollars and seventy-two cents in full for work and board to date $498.72.

Mills H. Holland Sr.

Witness Herbert Persons.

For and in consideration of the sum of four hundred and ninety eight dollars and sevXnty-two cents I hereby transfer, set over and assign the within due bill to

Addie E.Holland.

F.L.Holland.

Everett Waddey Co., Stationers and Printers, Richmond, Va. Form No. 35.

In the Circuit Court for the County of Isle of Wight,

to wit:

THE ANSWER OF Joseph Edwin Hallaunt an

infant under the age of twenty-one years, by R H Rawles, a competent & discreet attorney at Law guardian *ad litem*, assigned to defend him in this suit, to a bill of complaint exhibited against himself and others in the Circuit Court for the County of Nansemond, Va, by F L Hallaun and others.

The respondent, reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, answering by said guardian *ad litem*, say that he is an infant of tender years, and by reason of such disability his incapable of understanding, or of taking care of his rights and interests, he therefore commend the same to the protection of the court, and prays that no decree may be pronounced which will tend to his prejudice.

And having answered, the respondent pray to be hence dismissed with his reasonable costs, in this behalf expended; and he will ever pray, &c.

R H Rawles Guardian *ad litem*.

p. d.

OF } *ss.*

This day, , whose name is signed to the foregoing answer, personally appeared before me, and made oath that the statements made therein, so far as they depend upon his own knowledge, are true, and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this day of 189

Form No. 35.

Holland

adv.

ANSWER
OF
INFANT DEFENDANT.

Holland's Executrix.

In the name of God, Amen!

I Mills H Halland senior of the county of Nansemond, state of Virginia do make constitute and ordain this to be my last will and testament and hereby revoke all wills or codicils ~~heretofore~~ heretofore made by me.

1 Item first. Having given to my son Mills H Halland Junior and my daughter Jamie A Ballard, the children by my first marriage what I consider just and equitable proportion of my estate. I make no provision for them herein

2 Item second I wish my chattel property sold to pay off my indebtedness and the surplus if any shall go in the general fund but in the event that the proceeds of the chattel property should be inadequate then my executrix shall sell any piece of land she may deem fit and if there should be a surplus it shall likewise go in the general fund.

3 Item third. I loan unto my wife Martha Odessa for her life with no restrictions as to her remarrying, one half of my estate real, personal and mixed including my life insurance policies and the other

half I give unto my son Joseph Edwin Holland and in the event that he should die before his mother being unmarried and under the age of twenty one years then she is to inherit his portion upon the same conditions as she does the other moiety. And if at her death my said son Joseph Edwin Holland survives or should have lawful heirs then he or they shall inherit her moiety in fee simple.

And if at the death of my said wife my son Joe should be dead and left no lawful heir or heirs then it is my intention and purpose and desire that the property be divided among my heirs per stipes

I hereby nominate and appoint my wife Martha O Holland as my Executrix and also as guardian of my son Joseph Edwin Holland and I hereby request that the Court will permit her to qualify as Executrix and Guardian without requiring any security

In testimony whereof I hereunto set my hand and seal this first

day of November in the year eighteen
hundred and ninety

Mills H Halland (Seal)

Signed sealed
and acknowledged
by Mills H Halland Sr
as his last will & Testament
in ~~the~~ our presence and
at his request, we witness
the same.

Norman B. Hayden
Livingston Joyner.
R. L. Gray
Virginia

At a County Court held for the
County of Nansemond at the
Courthouse in the Town of Suf-
folk on monday the 12th day
of April A D 1897.

The last will and testament of Mills H.
Halland Sr late of this County deceased
was this day produced in Court and
proved according to law by the oaths
of Livingston Joyner and R. L. Gray two
of the subscribing witnesses thereto
and is ordered to be recorded.
and on the motion of Martha P.
Halland the Executrix named in
said last will and testament

who made oath according to law and entered into and acknowledged a bond in the penalty of Five thousand dollars conditioned according to law but without security (the said last will and testament directing that security be not required of her) certificate is granted her the said Martha O Saucena for obtaining a probate of said last will and testament in due form. And it is ordered that said bond be recorded as prescribed by law.

Teste: A.P. Gomez Deputy
for R.R. Smith Clerk.

A copy
Teste;
A.P. Gomez D.C

Wm. S. Holland Esq.

Holland

7 S

Holland's Expty
etc. als.

Bill & Complt

The depositions of Jno. B. Vaughan and others taken before me J.H.Holland a Notary Public in and for the county of Isle of Wight by consent of parties by counsel at the Office of Wm.S.Holland, Windsor Va. on the 31st day of March 1898 between the hours of 6 0 Clock A.M. and 8 0 Clock P.M to be read as evidXnce in behalf of F.L.Holland in a certain suit in equity wherein F.L.Holland is plaintiff and M.H.Holland,s executrix and others are defendants, pending in the Circuit Court for the county of Nansemond, Virginia:

6Present Wm. S. Holland, Atto. for the plaintiff

" E.E.Holland " " " defendants

Jno. B. Vaughan a witness of lawfull age being duly sworn, deposes and says :

XXXXXX

Ques I State your name, age, residence and occupation, and if you are related to any of the parties to this suit?

Ans. Jno. B. Vaughan is may name, I am forty-fine years old, a farmer by occupation. I am not related to any of the parties to this suit. My sister married F.L.Holland.

Ques. 2. That part of the bill is read to the witness which describes the tract of land therein mentioned, and he he is asked to state who is now in possession thereof and how long that possession has continued.

Ans. F.L. Holland is now in possession of that tract of land, and he has been in possession some five or six years as well as I recollect I do not redollect exactly.

Ques. 3 State if you can the nature of his possesion, whether as tenant or owner or otherwise?

Ans. I should imagine from what Mr. M.H.Holla nd Sr. Told me that he was in possession as the owner of it.

Ques. 4 Please state as fully as you please whether the place has been improved since in the possession of F. L. Holland

Answer Yes I think the place has been improved a great deal.

Ques. 5 To what extent have these improvements increased the value of the place

Ans. Well when Mr. F. L. Holland took possession of the place it was fully all grown up in pine bushes no fence around it scarcely and at this time it is all cleared up, under good fence and in a good condition as any of our farms, might say in that vicinity. I think the buildings are in some better condition than when he took charge of it.

Ques. 6 How about the soil I mean the crop producing qualities

Ans. I might say I think the soil is in much better condition the reason why he has hauled and manured heavily since in his possession.

Ques. 7. State as nearly as you can how much these improvements have increased the value of the place

Ans. Well sir I don't think when Mr. F.L. Holland took possession that it would have sold for two dollars and a half pr. acre for cash might say, I think at this time it might bring five dollars per acre

Ques. 8 Is there any other cause except the improvements tending to ~~increase~~ make the place sell for more now than when F. L. Holland took possession

Ans. No Sir I think not

Ques. 9. Regardless of what the place would have sold for at the time F. L. Holland took possession and what it would sell for now, do you mean that in your judgment the improvements made thereon by him have doubled its value

Ans. Yes Sir I think it would sell for as much more to-day for cash than it would the day he took possession. Might say that two

when he took possession for Cash

Ques 10 Please state a little more fully what you mean by the word "as much more" in the last answer

Ans. Well I think it would sell for double what it would when he took possession

Ques 11 How far have you lived from this tract of land for the last ten or fifteen years and what has been your opportunities for observing improvements or changes

Ans. well for the last twenty years the farm that I live on and that one partially join each other and the buildings on farm on which I live and the buildings on the farm Mr. F. L. Holland lives on are in sight. Not over half a mile a part I reckon I have averaged seeing it three or four times a week and numbers of times every day

Ques. 12 When died M.H. Holland Sr. die

Ans. He died sometime I think in March 1897

Ques. 13 did you ever hear M.H. Holland Sr. say anything in regard to F.L. Holland's being put in possession of that tract

Ques. 13 And if so state it -
A Question excepted to so far as it seeks by testimony of this character to show the character of Mr. F. L. Holland's agreement, if any with W. M. Holland Sr.

Ans. Yes Sir myself and Mr. W. M. Holland Sr. had a conversation concerning Mr. F. L. Holland being put in possession of the farm - Myself and Mr. W. M. Holland Sr. at Ellwood about the time that he put Mr. F. L Holland to work on this farm - He told me that Mr. F L Holland had been with him for quite awhile and that he had been faithful to him as a hand - Mr. W. M. Holland Sr. remarked to me - I have given this old farm to Fate for his services with me before he commenced work for himself and I think he will make a living on this old farm this about all he said at that time -
It is agreed by Council to save time that all questions and answers for the purpose of showing any alleged agreement between W. M. Holland

and F L Holland relative to any agreement to give the place in controversy to F L Holland or to put him in possession thereof as done in pursuance of any alledged agreement for payment of alledged services or otherwise or excepted to- This is to apply to all witnesses and [redacted]

Ques. 14 It is alledged in the bill that F L. Holland went to live with and work for M. A Holland Sr. and remained with him a number of years, please state anything you know of your own knowledge about that

Ans. Well I used to see Mr. F. L Holland there the first of my acquaintance I used to see Mr. F. L Holland starting from M. A. Holland Sr. to a farm or Notary river that belonged to M A Holland Sr. often night and day and I know to my own knowledge that he worked with M A Holland Sr. until he was somewhere between fifteen and twenty years old on the farm

Ques. 15 After this time or term of alledged services what did F L Holland do and where-

Ans - After he quit on the farm then he

Ans. to 15. work to Buckhorn and stayed in a store ~~owned~~ run as Holland and Ballard until he went to Suffolk in business for himself

Ans. 16 After going out of business for himself in Suffolk, (or in partnership with his brother) which did F. L. Holland then go-

Ans. Then he was hired by M. A. Holland Sr. and took charge of a store at Ellwood

Ans. 17 were you present at any settlement between M. A. Holland Sr. and F. L. Holland for his services in running or managing the store at Ellwood

Ans- On the 5th. day of May 1896 Mr. M. A. Holland Sr. sold out stock of goods to F. L. Holland and they took an inventory of the goods and had a settlement with F. L. Holland and gave him a cash due bill - M. A. Holland Sr. marked - this is in settlement for staying here in Store for me

The plaintiffs are asked to file in the papers a true Copy of the due bill above referred to - the same now being in their possession or under their control

Ans. 18. Did M. A. Holland Sr. say anything on that occasion in regard to the farm in possession of F. L. Holland as above stated

by you, and if so tell what he said

Ans. Yes M. A. Holland Sr. remarked to me I and F. L. Holland have settled up our business. I have given him this old farm and sold out my stock to him and put him to work

Ques. 19. State if M. A. Holland Sr. explained why he had given him the old farm or for what he had done so, and if so state it

Ans. Well I don't think that he said that day in my presence why he gave it to him

Ques. 20 On that occasion how long had F. L. Holland been in possession of the farm

Ans – I think he had been in possession nearly two years – think he was then on the second crop

Ques. 21, If at any other time you heard M. A. Holland Sr. say why or for what consideration he had given F. L. Holland the farm, please state it –

Ans. On the 22nd. day of December 1896 Myself and M. A. Holland Sr. were together and he brought up this whole subject he remarked that he had given F. L. Holland the farm for his services before he had become of age and the reason that he had not given him a deed for it

that there was some unsettled business
he says there is a judgment against
Nate and I owe him a due bill - as soon
as I can pay Nate that due bill then
he will take up the judgment - then
I intend to give the deed and this
remark was - it must be done
right away and that was the
last conversation I had with him
on that subject

Ques. 22 In any of these conversations with
M.A. Holland Sr. did he make any ad-
mission in regard to the value of
the services, and if so state it -

Ans. No sir I do not know that he did except
that he had been a faithful and
had done him more good than any
child he had raised

Ques. 23 It is alledged in the bill that M.A.
Holland Sr. frequently promised F.L. Holland
that he would pay him F.L. Holland for
the services rendered while a
minor, if you heard him make any
admission in that regard at any
time, please state it.

Ans. No Sir, I never heard him say anything
other than that he had give him the
farm for services rendered while
under age

Cross. Cross Examination without Waiver of Exceptions &c -

Ques. 1 State if you Know the present age of D. L. Holland

Ans - Well I do not Know exactly

Ques. 2 State if you Know how old he was when he first went to live with Mr. H. Holland Sr.

Ans. I do not Know how old he was then - he was a small boy the first of my Knowing him -

Ques. 3 State if he was healthy and sufficiently old to be of much services at that time

Ans - I do not Know whether he was very healthy or not - he was large enough for Mr H Holland Sr. to send with a cart fifteen or twenty miles by himself when I first Knew him

Ques. 4 State how long he remained at Mr. H. Holland's Sr.

Ans. I do not Know what age he was when he went there

Ques. 5 State if you Know what age he was when he left there

Ans. I do not Know that exactly. I think he was twenty or twenty one

Ques. 5. You have stated in your direct examination that he was somewhere between fifteen & twenty years old when

he left the farm - State if he was
more Fifteen than twenty

Ans. I do not know how long he was at
Buckhorn but do not know how
old he was

Ques. 6, State how long it has been since
he went to Buckhorn

Ans. I do not know that.

Ques. 7 Give us your best recollection
relative thereto.

Ans. I reckon it has been some Eight
or ten years since he first
went there - Not knowing

Ques. 8 State if you know how long he
has been at Ellwood.

Ans. I suppose he has been there nearly
five years - don't know that
correctly - might say five
or Six years

Ques. 9 State if you know what amount
Mr. Holland Sr. paid F L Holland
for services while he was with
him

Ans - I do not know that I ever heard
either one say

Ques. 10 State if you know what amount
he promised to pay him

Ans. I do Not Know

Ques 11 So far as you know then M.S. Holland Sr. paid him for his services while with him all that he ever promised to pay him

Ans. All I know I heard M.S. Holland Sr. say he paid him for his services while he was keeping store for him

Ques. 12 Did M.S. Holland Sr. say he did not pay him for his services while he was on the farm with him

Ans - Using his mark ("I heard him say) "I gave Hall the farm for his services before he was free"

Ques. 13 How long before he was free

Ans. I think he gave him charge of the farm after he was free

Ques. 14 Did he say he had given him the farm prior to that time

Ans. The first I heard him say about was that he had given F.L. Holland the old farm for what he done for me before he was free and put him to work

Ques. 15 - So far as you know had he not already paid him all that he ever promised to pay him for his services before he was free

Ans - Will he said in my presence that he

had never given him anything for
his services before he was free
Ques. 16 When and where did he make this
Statement to you
Ans. He was at Ellwood when he made
this statement. I do not know the
exact date but it was while he
was running a store there
Ques. 17 State if you know if he was paid
for his services while working as
you state, for Holland & Ballard at
Buckhorn
Ans. I do not know whether they paid
him or not I took it for granted
from what M. & Holland & Co. said
that he had not paid him anything
while he was working for him
Ques. 18 State if you know who furnished the
money to enable F. L. Holland to go in
business with his brother in Suffolk
Ans. I do not know
Ques. 19 State if you know whether F. L.
Holland first went to Ellwood as a
clerk for M. & Holland & Co. or as a part-
ner with him in business
Ans. Before F. L. Holland went to Ellwood
M. & Holland & Co. tried to sell his stock
of goods to me and marked to me

that I cowed hire F. L. Holland
to clerk for me. I did not buy
in a few days aftir Mr. Holland sr.
marked to me that he had hired
F. L. Holland and he came to
Ellwood and took charge of the
Store

Ques 20 How long did he clerk for Mr. Holland
Sr. at Ellwood

Ans - I do not Know. Exactly - some
two years or thereabouts

Ques. 21 When did F. L. Holland first go to Ellwood

Ans. I do not Know directly

Ques. 22 State if you Know when Mr.
Holland Sr. purchased the place
in Controversy

Ans. I do not Know the date directly

Ques. 23. State if you Know. whether it was
before or aftir F. L. Holland became
of age

Ans. That is another thing I do not Know

Ques. 24 You have stated that you do
not Know when F. L Holland went
to Ellwood, is it not also true that you
do not Know when F. L. Holland went upon
the place in Controversy

Ans. I Know when he went to both places
but I do not recollect the dates when
he went there

Ques. 25 Did J. L. Holland go upon the farm as soon as he went to Ellwood

Ans. No Sir he did not & a man by the name of Council was on the farm when he first went to Ellwood

Ques. 26 How many years was he at Ellwood before he went on the farm

Ans. I do not recollect

Ques. 27 Then you do not know whether it was before or after that M. A. Holland Sr. gave the due bill about which you have before spoken

Ans. I think he was on the second or third crop when he gave the due bill - think he had had charge some two years

Ques. 28 State if you know of your own knowledge whether M. A. Holland Sr. paid for the alleged improvements you have stated on the farm

Ans. I think J. L. Holland has done all the paying

Ques. 29 Do you know of your own knowledge that M. A. Holland has not paid &c -

Ans - I do not know that M. A. Holland Sr. ever paid anything on it

Ques. 30 What is the character of the buildings on this place

Ans. The buildings are poor nothing having been done to them since the war.

Ques. 31 What is a fair rental for this property
Ans. At the time J L Holland took possession of the property it rented for thirty five dollars and I think it is worth now or forty dollars pr. year

Ques. 32 State its fee-simple value
I think the farm would sell for five hundred dollars each now and I think it would have sold for two hundred and fifty or three hundred dollars at the time J L Holland took possession of it

Ques. 33 State if you know who has been paying taxes on this place
Ans. I do not know

Ques. 34 State if you know when settlement between M A Holland Sr. & J L Holland took place for the management of store at Ellwood, and if you know why do you remember the date so well
Ans. The settlement was made in May 1896 - I was there

Ques. 35 Is there any reason why you should remember this date better than any other date about which I have asked you
Ans - Nothing more than I was present at the transaction

Ques. 36 You have also stated on May 8th. 96 nearly two years ago when the alledged due bill was given that W.H. Holland Sr. said "this is in settlement for staying in store for me" was there any thing that drew your attention to this particular statement?

Ans. Nothing more than my being there and seeing them make their calculations and seeing how much was due H.L. Holland and due bill given

Ques. 37 If the due bill should state on its face that it is given in full for services to date would you still answer that you heard W.H. Holland Sr. make the above alledged statement

Ans. I think I would

Ques. 38 would you then be in doubt about his having ~~bee~~ made the statement as you allege above?

Ans. No Sir if that naught was to say everything I would claim that he said it was in settlement for services in store -

Ques. 39 Then you would rely on your own memory rather than a statement made in writing - is that true?

Ans. Yes

Ques 40 Under what circumstances was this alleged remark made simply in casual conversation or otherwise?

Ans. It was the day that F. L. Holland bought the stock of goods of Mrs. Holland Sr. after getting through taking the inventory. Then they had a settlement and this due bill was then passed that is the reason of my recollection

Ques. 41 Was there any dispute about the land at the time?

Ans. No there was no dispute at all

Ques. 42 Can you tell me who was at your house last Sunday six months ago?

Ans- I can't tell.

Ques. 43 You have given in your answer above that there was nothing to draw your attention to this statement except that you were present- You have also stated that you could not tell who was at your house six months ago- You have also stated that there was no dispute about this land at the time, please give me, therefore what reason you have for recollecting that that statement was made on that particular day

Ans. The reason why I know the circumstances - This dun bill was given on that occasion and F L Holland buying out the stock of goods on that day all of us being present was the cause of my recollection

Ques. 44 What was the amount of the inventory?

Ans. I do not know - M H Holland & F L Holland took the inventory

Ques. 45 You saw the stock of goods what was it's probable value?

Ans. ~~I was~~ I do not suppose there was over one hundred or one hundred and twenty five dollars worth -

Ques. 46 was it's value also credited on account of services

Ans. That is a part I do not know

Ques. 47 State if you know why if M H Holland had given this place to F L Holland and he also had ~~only~~ judgment against ~~F L~~ Holland & Bro. he would not if he had desired made deed for the place if he had intended to give it to him

Ans. M H Holland Sr. told me the reason he had not given deed to F L Holland that he owed F L Holland - just as soon as he could settle with F L Holland then F L Holland would pay this

July month and then he would give him a deed for this place in his own name.

Ques. 48 State if you know whether a different arrangement was made between M St Holland Sr. & F L Holland after that time.

Ans. Not that I know

Re-examined

Ques. 1 In May 1896 when the due bill was given and M St Holland Sr. said it was for services in the store had he not before that time put F L Holland in possession of the farm in full payment for services rendered while a minor according to his own statement

Ans. F L Holland had been in possession of the farm for some time and Mr. M St. Holland Sr. had never given him anything before and that he had given the farm to F L Holland for services rendered before he was twenty one years old.

Ques. 2 Then the farm paid for all services rendered before F L. Holland was twenty one years old

Ans. That was my understanding from

~~from~~ what Mst Holland Sr. told me.

Ques. 3 Then if the farm paid for the services before he was twenty one and the due bill paid for services rendered in the store after he was twenty one was it not necessarily in full for services to date whether it was so or not?

Question Excepted to as leading

Ans. That was my understanding of it at the time we were in this conversation

Ques. 4 You have been cross Examined at length as to why you remembered a remark made by Mst Holland Sr. to the effect that the due bill was for services rendered in the store, is it not a fact that you had that very day and on that very occasion heard Mst Holland Sr. speak of a debt for services due J. L. Holland performed while a minor and also of a debt for services rendered in the store at Ellwood Now is it not the most Natural thing in the world that you should remember and know which debt the farm paid and which debt the due bill paid

Question Excepted to as leading and for the reason that the witness ought to have answered all he knew about it in the long Examination

Ans. I imagined that the farm paid for the debt made while a minor and the due bill while employed at Ellwood by M. A. Holland Sr.-
And further this deponent saith not.—

John B. Vaughan

At this point the attorney for the plaintiff also the Attorney for Addie E. Holland produces and files herewith a paper marked "A" which is a true Copy of the due bill alluded to by witness Vaughan and a true Copy of the Endorsement thereon.

W. J. Bradham being duly sworn deposes and says

Ques. 1 State your name, age, residence and occupation and whether you are related by blood or marriage to any of the parties to this suit.

Ans. W. J. Bradham - Fifty five years resides at Ellwood Nansemond County Virginia am not related either by blood or marriage to any of the parties to this suit

Ques. 2 Plain State any admissions made

by M. A. Holland Sr. to you or in your presence in regard to F. L. Holland's possession bring in of the farm in controversy and in regard to the acknowledgement of or promise to pay any debt due by M. A. Holland Sr. to F. L. Holland for services rendered while the said F. L. Holland was a minor

Ans. M. A. Holland Sr. told me that he had sold F. L. Holland the stock of goods at Ellwood and had given him the farm that he now lives on for services that he F. L. Holland had done for M. A. Holland Sr. before he come to Ellwood - He said that he had never given him anything before he left him - he said sometime in May 1896 that ~~had~~ he had a settlement ~~with~~ for F. L. Holland's services in the store at Ellwood and had given F. L. Holland a due bill for balance due him for services there as clerk at Ellwood - he told me that F. L. Holland did not have a deed for the farm but he intended to make him a deed soon - he said as soon as he could sell his peanuts and pay this due bill then F. L. Holland could pay the judgment that was against him and he would make him a deed for the

Farm

Ques. 3 Did he say anything about any promise he had ever made to pay F. L. Holland for what he did for him before F. L. Holland came to Ellwood &? and if so tell what he said about promises -

Ans - He said he promised to give him the farm that he then lived on but he did not say it was for services before he came to Ellwood, but did say he gave him a due bill for services at Ellwood and M. St. Holland Sr. said that he thought that F. L. Holland had done as much or more than any child he ever raised - then he said he now has the farm and stock and will make a living

Ques. 4 You have just said that M. St. Holland Sr. told you that F. L. Holland had done as much or more than any child he had ever raised did he say for whom he had done this work &?

Ans. He said for him M. St. Holland Sr.

Ques. 5 How long have you been living at Ellwood

Ans. I have been there Eight years

Ques 6 You have said that this conversation with M. A. Holland Sr. took place in the Spring of 1896, probably May, Can you tell when F. L. Holland got possession of the farm in controversy?

Ans - I think it was the first of 1893 or 1894 - 1893 I think

Ques. 7 Since then who has been in possession all the time

Ans, F. L. Holland

Ques. 8 Has he made any improvements on the place, and if so state as fully as you plain what he has done

Ans, He has cleared land, made fence and hauled manure on the farm and the buildings have been improved some

Ques. 9 How much in your opinion have these improvements enhanced the value of the farm

Ans. Fifty per cent or more

Ques. 10. Have you lived in the country all your life and raised on a farm

Ans. Yes Sir

Ques. 11 In all your observation or experience have you ever known a renter to improve a place like F. L. Holland has done on this place

ans. I have not in fact it has improved more than any place I know of so far as producing a crop -

Ques. 12 Do you know whether or not that for the last three or four years it has been generally known in the neighborhood that H.L. Holland claimed this place as his own Question Excepted to as leading and for other reasons

ans. Yes Sir

Ques. 13 Plain state any admissions made by M.S. Holland Sr. on any occasion other than that you have already stated

ans - On another occasion late in the fall I heard Mr. Holland say that he had not given H.L. Holland his deed and the reason why that he M.S. Holland Sr. had to pay some money misplaced and had not been able to pay the deed bill - said he hope to do so soon

Cross Examined without waiving Exceptions

Ques. 1 Plain state if you know why M.S. Holland Sr. should delay giving a deed for the place simply because he

M.A. Holland Sr. could not pay the
due bill which F L Holland held
against him

Ans. I do not know the reason

Ques. 2 You have said you had never
known a motor to make such
improvements - as F L Holland has
made on this - do not motors as a
rule pay rent and not make improve-
ments as compensation for use of
property?

Ans. I think they do

Ques. 3 would not a fair rental for the
property pay for the improvements
that have been made?

Ans. I do not think so

Ques. 4 State the value of the improvements
made - considering the cost of
such improvements

Ans. I do not know that I could state
the value but think they have
been one hundred or one hundred
and twenty five dollars pr. year
since he has been there

Ques. 5 Do you mean to say that the improve-
ments have cost this amount pr.
year?

Ans. Yes Sir

Ques. 6 Please state seperately the cost of

each item of improvments as stated by you

Ans- I could not give you a correct statement of cost but think I could come clos to it

Inq. 8 What is the present value of the place?

Ans. I guess it is worth something like Nine Hundred dollars

Inq. 9 State if you know at whose expence these improvments were made

Ans. I judge them to be ~~J. Holtas~~ F. L. Holland's the man that did the work said F L. Holland paid them

Excepted to so as it contains hearsay statements

Inq. 10 State if you know under what arrangements if any ~~what arrangements~~ made with Mrs Holland these improvments were made

Ans. I do not know of any

Inq. 11 When were the most of these improvments made

Ans. The improvments have been about equal every year since F. L. Holland has been there- the fence was built the first year

Ques. 12 Was not the fence built while M. St. Holland Esq. was running his store at Ellwood ?.

Ans. Yes Sir

Ques. 13 Are you prepared to say that this improvement was not paid for by him - partly in cash and partly in goods out of store ?.

Ans. I can not say

Ques. 14 What improvements if any have been made on the building and when

Ans.

In the Circuit Court of Nansemond County:

F.L.Holland vs M.O.Holland, Extr. and others.

This cause came on this day to be again heard upon the papers formerly read,and upon the report of Special Commissioner E.E.Holland,this day filed,showing that he has executed as directed by decree entered herein on the I7th day of October,I898,a good and sufficient deed to F.L.Holland for the land in the proceedings mentioned,to which report there is no exception ,and was argued by counsel:On consideration whereof the court doth approve and confirm said report,and doth order,adjudge and decree, that upon the payment of the costs of this suit, as agreed upon in compromise agreement filed in the papers, by F.L.Holland,that this Cause ~~same~~ be removed from the docket.

F. L. Holland
&
M. D. Holland Extrx

Oct 11, 1899

To be entered

Robert N. Ellis

Entered in Chancery
Order Book No. 3.
Page ~~229~~ 230.—

In the Circuit Court of Nansemond County:

F.L.Holland vs M.H.Holland's Executrix and others-

The demurrer and answer of Martha O.Holland,in her own right and as Executrix of M.H.Holland,Sr.deceased,to a bill in equity exhibited against her and others in the Circuit court of Nansemond County by F.L.Holland:

This defendant says that the said plaintiff's bill is not sufficient in law.

And for answer to said bill,without waiving said demurrer,the said defendant answers and says:

This defendant denies that the said decedent,M.H.Holland,Sr. was indebted to said plaintiff for services rendered as alleged.Its is true the said plaintiff came to live with the said decedent when a boy about eight of age,and remained with him for a number of years,but this defendant is informed,believes and alleges that said plaintiff was taken by said decedent as a member of his family,at the request of his mother,and without promise to plaintiff's mother or to any one else to pay for his services. For a number of years the plaintiff was unhealthy and his medical bills were large,and these,which were paid by the decedent,together with his board,clothes and money given to said plaintiff were more than ample compensation for any services rendered.This defendant denies that said decedent was indebted to said plaintiff,but,even if she is wrong in her conclusions,then any claim for such services was barred by the statute of limitations at the time of the alleged agreement.

This defendant denies that said decedent ever offered,promised or agreed to give or sell to said plaintiff the farm at Elwood ,as alleged, in payment and settlement of alleged services,and further denies that he ever made to said plaintiff any promise relative to such services which he did not fully carry out and perform.In the Fall of I893,when the plaintiff alleges the offer was made of said farm,the said plaintiff was largely indebted to the said decedent.At the October term I892 of the Circuit Court of Nansemond County the said decedent obtained a judgment against the said plaintiff and his brother for $425,interest and costs,and such judgment has never been satisfied in whole or in part.It is strange he did not make him a present of this judgment in full settlement of his alleged services.

This defendant denies that said decedent ever delivered to said plaintiff

as the fee-simple owner thereof, the possession of said farm, but states t hat said farm at the time of his death belonged to the said decedent. The said plaintiff was put in posse sion of said property as tenant ,and a ll the improvements made upon said farm by said plaintiff were made by h im as tenant, and in lieu of rent. That said plaintiff held said farm as t enant has been practically admitted by said plaintiff. Soon after the d eath of said M.H.Holland, Sr. he came to this defendant and had a conver s ation with her relative to said place. He did not then claim ownership o f said farm, but requested this defendant to offer said farm for sale so that he might purchase same. He seemed willing at that time to pay a rea- sohable price for said farm, and said he hoped in case of sale, no one would b id against him him so as to make him pay a large price for same. This de fendant denies that said decedent offered to secure any services as al- leged, and states that said plaintiff was indebted to said decedent. This defendant denies that said decedent ever made any promise to exe- cute and deliver to said plaintiff any deed for said Elwood farm. Five y ears nearly have elapsed since the alleged promise, and if such promise w as made, then the plaintiff has been guilty of very great laches. He o ught to have undertaken the enforcement of the alleged promise during t he life time of the decedent.

This defendant denies any indebtedness for alleged services; denies any p romise to pay for any services; denies any promise to give the farm at Elwood in payment for services; denies any alleged contract relative to said ~~thereto~~ farm except a contract of tenancy; and denies that plaintiff ever had possession of said place, or ever made any improvements th ereon, other- wise than as tenant.

And now having fully answered this defendant prays that she may be dis- missed with her reasonable costs and she will ever pray, &c.

E. E. Howard
h.d.

M. O. Holland
her mark
E. M. H. Howard dec'd

Answer of
M. O. Holland

In the Circuit Court of Nansemond County, Virginia:

Your orator F.L.Holland respectfully represents to the Court:

Then when a boy abouth eight years old after the death of his father, by and with the consent of his mother, your orator wen't to live with and work for his uncle, M.H.Holland Sr., who promised your orator, s^mother that he would pay to your orator, and not to her, what the work might be worth. And your orator says that he worked for his said uncle faithfully for twelve years at his special instance and request, doing all sorts of work on a big farm and assisting his said uncle in the management of the farm, and, assisting said uncle in attending to his business, that for many seasons he was distiller and manager at the brandy stills of his said uncle. Your orator says that said uncle would frequently compliment ^him on his said faithful services and would after promise that at the proper time he would pay him well for all he had done. Relying on said promises of his said uncle, and knowing his ability to make them good, your orator was stimulated to make every effort to please, and did all in his power to serve his said uncle faithfully. Your orator says after he became of age his uncle frequently alluded to his indebtedness to him, and as frequently, would promise to pay him well, intimating that the payment would be in property and not in money.

Your orator says that in the fall of I893 his said uncle ask him if he would accept in full payment and settlement of all services rendered him while a minor as aforesaid the following tract of land, namely, a certain tract of land in the County of Nansemond in the state of Virginia containing 67 acres, more or less, and which adjoins the lands of James A.Cutchin, Mrs W.H.Holland, R.H.Kean's estate, J.T.Saunders estate, Mrs Jno.B.Vaughan, W.T.Bradshaw and Mra Addie E.Holland and is bounded by the County road.

And your orator says he accepted said tract of land in full for all said services rendered his said uncle while a minor under the age of 2I years, and, in January I894 said M.M.Holland Sr. in consideration for said services rendered to him as aforesaid delivered to him as the feesimple owner the possession of said tract of land, and that his said possession has never

been interupted, questioned or denied by any one till very recently. Having baught the said tract of land and being put in possession thereof as as his own, began at once to improve the same, by building and repairing fences and houses, and by improv-ing the soil, and doing many other things. Such has been the care, pains, work and labor, expense and costs, spent on said tract of land that during the said possession of your orator its valure has more than doubled, and all this has been done under the firm belief that the said land was his own. Your orator says that at the time he accepted the offer of said land he was informed by his said uncle that if he did not wan't the farm, he and your orator, could agree upon the amount of money reasonable for said services, and that he, the said M.H.Holland Sr. would pay it or secure it in some way satisfactory, but your orator being willing to accept the land in full settlement did accept it, and, asked for no money or security for his debt which up to that time had never been paid in part or in whole.

Your orator says that at the time the proposition was made and at the time possession was delivered as aforesaid said M.H.Holland Sr., promied to make, execute and deliver to him a good deed for said land conveying to him a good and perfect title thereto. That afterwords from time to time he promised to deliver said deed but died without having done so.

Your orator says that his said uncle M.H.Holland would assign plausible reasons why he delayed the execution and delivering of the deed, but never by word or action did he say or intimate that he was purposely delaying delaying the execution and delivery of the deed, on the contrary, he always faithfully promised so to do, and your orator never doubted his intentions and purpose to do so, and he still believes it was his intention to make and deliver said deed as he promised.

Your orator says that said M.H.Holland Sr. died in March 1897, have first made and published his last will and testament which was, after his death, proved and recorded in the clerk,s office of the County Court of the county of Na nsemond, Virginia, an office copy of which is herewith filed as an exhibit maked "A" and prayed to be taken and read as a part of this bill. By reference to a copy of the order of the said court below the body of the said will it will appear that M.O.Holland, the widow of the said M.H.Holland Sr. deceased qualified as his executrix.

For as much as your orator is remediless save in this honerable Court where such matter are alone and properly cognizable, he praye that said Martha O.Holland executrix of M.H.Holland Sr., deceased and in her own right, M.H.Holland Jr., Fannie A.Ballard and A.W.Ballard her husband Joseph Edwin Holland, the last name being an infant under the age of 2I years, be made party defendants to this bill and required to answer the same, but an answer under oath is hereby expressly waived, that the said executrix of said M.H. Holland Sr., deceased or a commissioner of this court be required to execute and deliver to your orator a good and sufficant deed for said tract of land, that said executrix may be required to execute the contract and promise of said M.H.Holland Sr.,to give to your orator a good deed for the said tract of land. And your orator prays for all such other, further and general relief as to equity and good conscience may seem meet or as the nature of his case may require. And he will ever pray &c.

Wm S. Holland P.Q. Engr Hrs W. L. Hollowell