

1904-013

Nansemond Co (Suffolk)

Chancery Causes: Thomas H. Barnes, Admr vs Addie E. Holland

Jones, Wright, Daughtrey, Saunders, Parker, Rawles

E E Holland Atty for J H Barnes Admr

1903

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

~~State Tax and Recording Fee~~ for Copy of Deed from \$

Nov 18	W H Jones Trustee to Addie E Hall aw	50
	Copy of Order of J H Barnes qual Admr	37
		<hr/>
		87

_____, Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Annie E Holland*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the *first* Monday in *December 1903*, to answer

a Bill in Chancery, exhibited against *her* in the said Court by *J N Barnes, Admr. of J L Holland deceased*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *14th* day of *November*, 1903, in the 12*8*th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

A. P. Gomer

T. N. Barnes Admr. of }
F. L. Holland, deceased }

Complainant

Annie E. Holland

Defendant.

On motion of the complainant by Counsel and for good cause shown, injunction is awarded him in joining and restraining the said Annie E. Holland, her agents, Attorneys and employees, from removing or disposing of the Crops now on the tract of land occupied by her and purchased by her from W. H. Jones, Jr. Trustee and any other property of the said F. L. Holland now on said premises except such as she is entitled to under Section 3653 of the Code of Virginia and from interfering in any way with Thomas N. Barnes Admr. of F. L. Holland deceased, in taking possession of said Crops and other property and having same appraised and sold for the benefit of the estate of the said F. L. Holland, until the further order of this Court. And the Judge awarding this injunction, being of opinion that it is improper to require bond of the said Complainant who has qualified as Administrator of the estate of the said F. L. Holland deceased, and given bond with approved security, doth order, adjudge and decree that this injunction shall be effective without bond.

To the Clerk of the Circuit Court of the County of Nansemond.

Robert R. Prentiss

Attest: J. P. Gomez Clerk.

E. L. Holland p. 9.

T. N. Barnes Admr
of F. L. Holland decd

vs. In Chancery.

Annie E. Holland

1903

December Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 249

The above writ to carry
this 1903 by Chancery
a term set by the Master
I see the said Annie E. Holland
in her name - J. P. Gomez

Barnes, Admr. etc.

vs.

In Chancery

Addie E. Holland,

This cause came on this day to be again heard on the papers formerly read, on the Petition of the defendant, Addie E. Holland, this day filed by leave of the court, and on the answer of the complainant to said Petition, also this day filed by leave of the court, with general replication to said answer, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that the complainant, Thomas H. Barnes, Administrator of the estate of Frederick L. Holland, deceased, do pay to said Addie E. Holland, ^{so much} the balance of the sum of two hundred and sixty-six dollars, (received by him from W.H. Jones Jr. Trustee, to whom the same was erroneously paid by her, as fully set forth in ~~her~~ ^{as may remain,} her said Petition), after the deduction of ~~the value of her dower~~ ^{what was estimated to be her dower, already and was paid to her} in said sum of money, ~~already received by her,~~ and that the said Thomas H. Barnes, be given credit for the same in the settlement of his transactions as administrator aforesaid.

as such out of

Barnes, Admr.

vs.

}

In Chancery

Holland

Circuit Court of Nansemond
County

J. S. May 1904.

ORDER

To be entered.

Robert C. Smith

*Entered in Chancery
Order Book No. 3,
page 588.*

In the Circuit Court of Nansemond Cou ty

Thos.H.Barnes, Admr of F.L.Holland, deceased-Plaintiff

vs

Addie E.Holland-

Defendant.

This cause came on this day to be again heard on the papers formerly read, and on the report of A.H.Baker, heretofore appointed Receiver in this cause, this day filed, to which report there is no exception, and was argued by counsel:

On consideration whereof the court doth ratify, approve and confirm the report of said A.H.Baker, Receiver, and it being suggested to the court by the counsel for both plaintiff and defendant that the parties have agreed, subject to ratification of their action by this court that the said A.H.Baker, Receiver shall pay over to said Thos.H.Barnes, Administrator of F.L.Holland, deceased, the amount now in his hands, and that the said Thos.H.Barnes, Administrator shall out of said sum pay to Addie E.Holland the sum of Three hundred and twenty five dollars in full payment of all her claims against the said Administrator for the cultivation of the crops since the death of F.L.Holland, and of all her claims against the estate of said F.L.Holland, her distributive share as his widow only being excepted, the court doth ratify, approve and confirm said agreement, and doth adjudge order and decree that said A.H.Baker, Receiver pay to Thos.H.Barnes, Administrator of F.L.Holland, the said sum of \$762⁵⁷ which his report now shows he has in hand, and that out of said money the said Thos.H.Barnes, Administrator as aforesaid pay to Addie E.Holland, or Wilbur J.Kilby her attorney the sum of three hundred and twenty five dollars in full of her claims as aforesaid. And this cause is continued.

Entered May 16, 1904

Whitlock

Entered in Chancery Order
Book No. 3. Page 570.

We consent to this
order.

Milburn J. Kilby, Atty.
for Addie E. Holland,

E. E. Holland, Atty.
for Plaintiff

~~Virginia:~~

In ~~the Clerk's office~~ of the Circuit Court of Nansemond County, on the ^{*in vacation, 20th*} day of February 1904.

~~The following decree this day pronounced in vacation by Honorable Robert R. Prentiss, Judge of said Court, is here entered of record and ordered:~~

Thomas H. Barnes, administrator of F. L. Holland, deceased.

Against

In Chancery

Addie E. Holland.

On the motion of the defendant, Addie E. Holland, and on reasonable notice to the complainant's counsel, ^{*of*} the intention of the defendant to apply for this decree, it is adjudged, ordered and decreed that the papers in this cause be referred to one of the Commissioners in Chancery of the Circuit Court of Nansemond County who is directed to take, state, settle and report to Court the following accounts, to-wit:

1. An account of the transactions of the complainant, Thomas H. Barnes, administrator of the estate of Frederick L. Holland, deceased.

2. An account of the debts of said Frederick L. Holland, or his estate, showing their priorities, if any, and to whom due and payable.

3. An account showing what ^{*amounts were expended*} ~~may be due and owing by the estate of said Frederick L. Holland~~ ^{*by*} the defendant, Addie E. Holland, ^{*in*} ~~for~~ cultivating, harvesting, and saving the crops upon the lands of said Frederick L. Holland which she purchased from William H. Jones, Jr., Trustee, on the tenth day of August 1903, as appears from a copy of the deed from him to her filed as exhibit B. with the bill in this suit.

4. An account of any other matters specially stated deemed pertinent by himself, or required by any party to be so stated.

All of which is hereby certified to the clerk of said court to be entered in the Chancery order book.

To the clerk of the Circuit Court of Nansemond County:—

Robert R. Prentiss

Earnes, Admr.

vs.

In Chancery

Holland

Circuit Court of Nansemond
County, in vacation, 20th.
day of February 1904.

ORDER,

To be entered,

Robert P. Adams
Entered in Chancery Order
Book No 3, Page 561.

Sufficient and legal service
of notice of intention to
apply ^{on this day} for this order is
hereby accepted by me this
20th. day of February 1904.

B. E. Hossard
Atty for Complainant

IN THE CIRCUIT COURT OF NANSEMOND COUNTY: *in vacation,*
on the 14th day of November 1903.

T. H. BARNES, Admr. of F. L. Holland, deceased,

COMPLAINANT.

v.

ADDIE E. HOLLAND,

DEFENDANT.

On motion of the Complainant by counsel, and for good cause shown, injunction is awarded him injoining and restraining the said Addie E. Holland, her Agents, Attorneys and employees, from removing or disposing of the crops now on the tract of land occupied by her, and purchased by her from W. H. Jones, Jr., Trustee, and any other *except such as she is entitled to under Section 3653 of the Code of Virginia* property of the said F. L. Holland now on said premises, and from interfering in any way with Thomas H. Barnes, Admr. of F. L. Holland, deceased, in taking possession of said crops and other property and having same appraised and sold for the benefit of the estate of the said F. L. Holland, until the further order of this court. And the Judge awarding this injunction, being of opinion that it is improper to require bond of the said Complainant who has qualified as Administrator of the estate of the said F. L. Holland, deceased, and given bond with approved security, doth order, adjudge and decree that this injunction shall be effective without bond.

Robert R. Smith

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

J. N. Barnes Admr
vs In Chancery
Addie E. Holland.

Entered Nov. 14, 1903
Robert R. Dentist

Entered in Chancery
Order Book No 3
Page 542.

2475-
260
275-
42

3082
800
2282
7
3175
52

AUCTION SALE

—OF—

REAL ESTATE

By virtue of a deed of trust made by F. L. Holland and Addie E. Holland, his wife, dated on June 14, 1900, and duly recorded in the Clerk's Office of Nansemond county, Virginia, I shall offer for sale at public auction,

On MONDAY, AUGUST 10, 1903,

(Court day) at 12 o'clock m., before the Court House door, in SUFFOLK, VA., the following real estate :

First. All that certain tract of land in Nansemond county, Va., at or near Elwood, containing sixty-seven acres, more or less, and adjoining the lands of J. A. Cutchin, Mrs. W. H. Holland, R. H. Keen's estate, J. T. Saunders' estate, Mrs. W. T. Bradshaw, Mrs. J. B. Vaughan and Mrs. Addie E. Holland.

Second. That certain lot or piece of land at Elwood, in Nansemond county, Virginia, containing one-half acre, more or less, lying and being on the west side of the county road, and bounded by the lands above described, being the same land conveyed to F. L. Holland by Angeline Saunders, deed dated June 11, 1900.

Third. All that certain lot of land at Elwood, adjoining the land first above described, the land of J. O. Cutchin, J. F. Rawles, and others, and being the same land conveyed to F. L. Holland by Mary L. Yarborough, deed duly recorded in Clerk's Office of said Nansemond county.

TERMS CASH.

WM. H. JONES, Jr., Trustee.

1871

1872

1873

1874

1875

1876

1877

1878

1879

1880

1881

1882

1883

1884

1885

1886

Ex. "a"

1887

1888

1889

1890

1891

1892

1893

1894

1895

THIS DEED, Made this the 3rd day of September, in the year 1903, between William H. Jones, Jr., Trustee, of Nansemond County, Virginia, party of the first part, and ADDIE E. HOLLAND, of said Nansemond County, Virginia, party of the second part-

WHEREAS, F. L. Holland and Addie E. Holland, his wife, by deed bearing date on the 14th day of June, 1900, and recorded in Nansemond County Court Clerk's Office in Deed Book 46, page 418, did convey to the said William H. Jones, Jr., Trustee, in trust to the beneficiary therein named, the payment of a certain sum of money therein specified, along with other property, the following property, to wit:

FIRST. All that certain tract of land in Nansemond County, Virginia, at or near Elwood, containing Sixty-seven (67) acres, more or less, and adjoining the lands of J. A. Cutchin, Mrs. W. H. Holland, R. H. Keen's estate, J. T. Saunders' estate, Mrs. W. T. Bradshaw, Mrs. J. B. Vaughan and Mrs. Addie E. Holland".

SECOND. " That certain lot or piece of land at Elwood, in Nansemond County, Virginia, containing One-half (1/2) acre, more or less, lying and being on the West side of the County road, and bounded by the lands above described, being the same land conveyed to F. L. Holland by Angeline Saunders, deed dated June 11, 1900,

THIRD. " All that certain lot of land at Elwood, adjoining the lands first above described, the lands of J. O. Cutchin, J. F. Rawles and others, and being the same land conveyed to F. L. Holland by Mary L. Yarborough, deed duly recorded in Clerk's Office of said Nansemond County."

By which deed of trust the said trustee was empowered on the failure of the said F. L. Holland to pay the sum of money therein mentioned, or any part thereof, when the same should become due and payable, to sell the above described property, for the purposes of the said trust. And whereas default having been made in the payment of the said sum of money, the said Trustee, in execution of the trust aforesaid, being thereto required by the beneficiary named in said deed, did, on the 10th day of August, 1903, after giving twenty (20) days notice of the time, place and terms of sale, by hand bills duly posted in many public places in the County of Nansemond, and near the aforesaid premises and otherwise as directed by said deed, expose to sale, by public auction, to the highest bidder, the property above described in several parcels, in front of the Courthouse of Nansemond County, Virginia. At which sale the said Addie E. Holland, having made the highest bids therefor became the purchaser of each of the said several parcels of property at the aggregate price of Three Thousand and Seventy-seven Dollars (\$3,077.00), and having complied with the terms of sale, has requested that the same be now conveyed to her, the said Addie E. Holland.

THIS DEED, THEREFORE, WITNESSETH: That the said William H. Jones, Jr., Trustee, in the performance of his duties as Trustee, and in consideration of the sum of Three Thousand and Seventy-seven Dollars (\$3,077.00), the receipt of which is acknowledged, doth grant, with SPECIAL WARRANTY, unto the said Addie E. Holland the said several pieces of property hereinbefore referred to and described.

Witness the following signature and seal:

Wm. H. Jones Jr., Trustee (SEAL)

State of Virginia,
County of Nansemond, To-wit:

I, H. Woodward, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that William H. Jones, Jr., Trustee, whose name is signed to the foregoing Writing, bearing date the 3rd day of September, 1903, has acknowledged the same before me in my County aforesaid.

My term of office expires on the 27 day of Nov. 1904.

Given under my hand this the 25 day of Sept., 1903.

H. Woodward, N. P.

Virginia:

In the Clerk's Office of Nansemond County Court the
29th day of September, 1903:
This Deed was presented, and, with the certificate annexed, ad-
mitted to record.

Teste: R. R. Smith, Clerk,
By S. M. Lawrence, D. C.

A Copy,

Teste: *R. R. Smith, Clerk*
By S. M. Lawrence D. C.

Wm. H. Jones, Jr., Trustee.

To } Deed of Bargain & Sale

Addie E. Holland.

Admitted to record
September 29th 1903.

Recorded in Deed Book
No. 56, page 22.

A Copy

Bames, Admr.
vs. } In Chy.
Holland.

Exhibit B filed
with the Bill

Virginia:

At a County Court-Continued
and held for the County of Nan-
semond at the Court-house in
the Town of Suffolk on Tuesday
the 11th day of August 1903.

On motion of Thomas N Barnes
who made oath as the law directs
and together with Edward E Holland
and W N Barnes his sureties (who justified
on oath as to their sufficiency) entered
into and acknowledged a bond in
the penalty of four thousand dollars
with condition according to law
Certificate is granted him the said
Thomas N Barnes for obtaining let-
ters of administration on the estate
of Frederick L Holland deceased
in due form.

And it is ordered that said
bond be recorded.

A Copy

Teste:

L. P. Gomer, C. C.

Barnes, Admr.

vs. } In Chy.

Holland.

Exhibit A.
filed with the
Bill

AUCTION SALE of Real ESTATE.

By virtue of a deed of trust made by F.J. Holland and Addie E. Holland, his wife, dated on June 14th. 1900, and duly recorded in the Clerk's office of Nansemond County, Virginia, I shall offer for sale at public auction, on

MONDAY, AUGUST 10th. 1903, (Court Day) at twelve o'clock before the court house door, in Suffolk, Va. the following real estate:

First:

All that certain tract of land in Nansemond County Va. at or near Elwood, containing sixty seven acres more or less, and adjoining the lands of J.A. Cutchin, Mrs. W.H. Holland, R.H. Keen's estate, J.T. Saunders' estate, Mrs. W.T. Bradshaw, Mrs. J.B. Vaughan and Mrs. Addie E. Holland.

Second:

That certain lot or piece of land at Elwood, in Nansemond County, Va. containing one half acre more or less, lying and being on the West side of the county road, and bounded by the lands above described, being the same land conveyed to F.J. Holland by Angeline Saunders, by deed dated June 11th. 1900.

Third:

All that certain lot of land at Elwood, adjoining the land first above described, the land of J.O. Cutchin, J.F. Rawles, and others, and being the same land conveyed to F.J. Holland by Mary L. Yarborough, deed duly recorded in Clerk's office of said Nansemond County.

Terms cash.

W.H. Jones, Jr.

Trustee.

I certify that the above is an exact copy of the original manuscript sent by W.H. Jones Jr. to the Herald Office and from which hand-bills were printed advertising for sale the property described therein.

Bames, Admr.
vs. } In Chy.
Holland

Exhibit No. 2 filed
with Addie E. Holland's
Answer.

This Deed, Made this 14th day of June in the
year one thousand nine hundred ~~and~~ between Fred L

Holland and Addie E his wife of
Nansemond County Virginia of the first-

~~part~~ ~~of the~~ ~~second~~ part, and
W H Jones Jr Chosen as trustee of the said
County and State of the

~~part~~ ~~of the~~ second part—

Witnesseth: That said parties of the first part do grant unto the said party of

the second part, with general warranty, the following property, to wit:

1st. All that certain tract, piece or parcel of land in Nansemond County Virginia at or near Elwood in said County containing sixty seven acres more or less, and adjoining the lands of James A. Leitchin, Mrs. W. H. Holland, R. H. Keener's estate J. L. Saunders' estate, Mrs. W. J. Bradshaw, Mrs. John B. Vaughan and Mrs. Addie E. Holland and being same land sold and conveyed to said M. O. Holland by W. S. Holland and E. E. Holland trustees by deed recorded in Nansemond County Court-Clerk's Office in Deed Book No 42 page 339 and including all the land on both sides of the County road at Elwood Va., 2nd. Also all that certain lot or piece of land at Elwood in said County and State containing one half acre more or less, lying and being in the West side of the County road and bounded by the lands above described and being same land conveyed to Frederick L. Holland by Angelina Saunders by deed dated the 11th day of June 1900 and to be recorded in Nansemond County-Court-Clerk's Office.

3rd All that certain tract of land in said County and State containing 125 acres more or less bounded by the lands of J B Vaughan J A Leitchin John J Leitchin James J Saunders estate and others and being same land conveyed to F L Holland by James J Leitchin and wife by deed duly recorded in Nansemond County-Court-Clerk's Office.

4th All that certain lot of land at Elwood in said County and State adjoining the lands first above described, the lands of J A Leitchin J E Rawles and others and being same

land conveyed to F L Holland to Mary L Yarborough
by deed duly recorded in Nausemond County Court
Clerks Office.

~~In Trust, to secure to~~ *5th Also three horses farming*
~~implements and household and~~ *the payment of the sum of*
Kitchen furniture now belonging to said F L Hol-
land and in his residence on the lot of land adjoining
said land save and except such as is exempt under
the poor law exemption.

In Trust to secure to Farmers Bank of Nausemond
in Suffolk Virginia the payment of the sum of
fifteen hundred (\$1500.00) Dollars evidenced by
negotiable note of even date with this deed for that
sum, executed by said F L Holland and pay-
able to said Farmers Bank of Nausemond
four months after date at said Bank; and also to
secure any note or notes given in renewal or curtail
of said note.

In the event that default shall be made in the payment of the said debt, principal or any instal-
ment of interest, when due and payable, then the Trustee, on being required so to do by *said*
Bank or assigns
~~executors, administrators, or assigns~~, shall sell the property hereby conveyed.





And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same
shall be made after first advertising the time, place and terms thereof for *twenty days*
as said trustee may seem best

and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to
defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees
for drawing and recording this deed, if then unpaid, and to discharge the amount of money then pay-
able upon the said debt; and if there be any residue of said purchase money the same shall be made
payable at such time, and secured in such manner, as the said parties *their*
executors, administrators or assigns shall prescribe and direct, or in case of *their* failure to
give such direction, at such time and in such manner as the said Trustee shall think fit.

The said parties *their* of the first part covenant *to* pay all taxes, assessments, dues and
charges upon the said property hereby conveyed so long as *they* or *their* heirs or
assigns shall hold the same; and further covenant *and agree* to keep the buildings on the prop-
erty hereby conveyed insured for the full amount of \$*1000.00* for the further protection of the said
Bank or assigns; and in the event of *their*
failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance
from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance
premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the
property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid
may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then, upon the
request of the party *of* the first part, a good and sufficient deed of release shall be executed to
them at *their* own proper cost and charges.

Witness the following signature *s* and seal *s*

F L Holland 
Addie E Holland 



STATE OF VIRGINIA,
County of *Nausemond* } To wit:

I, *R L Daugherty* a Justice of the Peace
for the county aforesaid, in the State of Virginia, do certify that *F L Holland*
and Addie E Holland his wife
whose names *are* signed to the writing hereunto annexed, bearing date the *14th* day of
June, 190*0*, have acknowledged the same before me in my
county aforesaid.

Given under my hand this *15th* day of *June*, 190*0*.

R L Daugherty J P

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Deed of Trust.

J. L. Holland trustee

To

W. H. Jones Jr

Trustee for Farmer Bank

Admitted to Record this 16th day of June, 1900.

Recorded D. B. 46 Page 418

Examined and verified.

....., Clerk.

By....., D. C.

\$.....

James Adair

vs. M. Chy

Holland

Printed and for sale at Herald Office, Suffolk, Va.

Exhibit No. 1 filed with answer of Addie E. Holland, 504

COUNTY OF Naussemond, To wit:

In the office of the Clerk of the County Court for the County of Naussemond the 16th day of June 1900, this deed was presented, and, with

the certificate annexed, admitted to record. The amount of twenty five cents in revenue stamps affixed and canceled

Teste: R. R. Smith, Clerk,

By....., D. C.

In the Circuit Court of the County of Nansemond.

Thomas H. Barnes, Administrator of F.L. Holland deceased,
Complainant,

Against }
In Chancery

Addie E. Holland, Defendant
To Hon. Robt. R. Prentis, Judge of Nansemond County Circuit Court:

Your Petitioner, Addie E. Holland, respectfully represents and shows unto your Honor that Frederick L. Holland, her late husband, departed this life on the 26th. day of June 1903, intestate, and that on the 11th. day of August 1903, Thomas H. Barnes was, by the county court for the county of Nansemond, appointed administrator of his estate.

That on the 14th. day of November 1903 said Administrator instituted against your petitioner, a suit in Equity in the circuit court for the county aforesaid, having for its object, among other things, the administration of said Frederick L. Holland's estate.

That said suit is still pending in said circuit court.

That on the 14th. day of June 1900, said Frederick L. Holland and your petitioner, his wife, made a deed of trust, which was duly recorded in the clerk's office of said county, conveying to W.H. Jones Jr. Trustee, certain parcels of real estate in Holy Neck Magisterial District in said county to secure to the Farmer's Bank of Nansemond the sum of fifteen hundred dollars, due and payable to it by said Frederick H. Holland, as will appear by a duly certified copy of said deed of trust, filed as exhibit No. I with the answer of your petitioner in said suit.

That by authority of said deed of trust, four parcels of said real estate ^{were} ~~was~~ sold by said trustee, by public auction, for cash, before the court-house door of said county, on county-court day, Monday, the 10th. day of August 1903, after advertisement of the time, place and terms of the sale, as follows:

One parcel for \$66.00

One parcel for \$270.00

One parcel for	\$266.00
One parcel for	<u>\$2475.00</u>
Total	\$3077.00

That at said sale ,your petitioner became the purchaser of all of said real estate,sold as aforesaid,and shortly afterwards paid said trustee the said sum of \$3077.00 for the same.

That at the time of said sale said debt of \$1500.00,secured by said deed of trust,had been reduced by said Frederick L. Holland, by payments in part thereof,to the principal sum of \$800.00.

That on or about the 26th.day of September 1903 said trustee paid out and disbursed said sum of three thousand ~~dollars~~ and seventy-seven dollars,as follows:

Expenses of sale:	\$65.19
Trustee's commissions	\$153.85
Debt due said bank and interest	\$810.00
Addie E. Holland,widow of said Frederick L. Holland,her dower in surplus proceeds of sale under section 2269 of the Code,	\$510.84
Thomas H. Barnes,admr.aforesaid.	<u>\$1537.12</u>
Total	\$3077.00

That on the 19th. of October 1898 by a deed dated that day and recorded the 24th. day of October 1898,Edward E. Holland , special commissioner in the suit of Frederick L. Holland against Martha O. Holland,Executrix,of Mills H. Holland Sr. and others, in pursuance of a decree entered in such suit, sold to said Frederick L. Holla ^{belonging to said Mills H. Holland, Sr.} and a tract of land near Elwood, in the County of Nansemond, and State of Virginia,containing sixty-seven acres, more or less,adjoining the lands of James A. Cutbhin ,Mrs. W.H. Holland,R.H. Keene's estate,J.T. Saunders' estate,Mrs. John B. Vaughn^a,W.T. Bradshaw,and Mrs. Addie E. Holland,and the County road.

That on the 10th. day of November 1898, in pursuance of a deed of trust made by said Frederick L. Holland and Addie E. Holland on the 13th. day of October 1898 and recorded on the 24th. day of October 1898, to secure \$322.54 to said Martha O. Holland

Executrix, Willaim S. Holland and Edward E. Holland, in consideration of \$1500.00, sold said land, in exact accordance with the above-description thereof, to said Martha O. Holland.

That the said parcel of land lies on the West side of the county road leading from Elwood to Carrsville.

That the said Mills H. Holland Sr. died seized and possessed of ~~##~~ a small parcel of land, containing about three or four acres, bounded on the North by Addie E. Holland and J. Oliver Cutchin, on the East by the said J. Oliver Cutchin, on the South by the right-of-way of the Atlantic and Danville Railway Company, and on the West by said county road; which county road divides said parcel of three or four acres of land from said parcel of sixty-seven acres of land.

That said Mills H. Holland ^{Sr.} devised to his wife, said Martha O. Holland, only a one-half interest in said parcel of three or four acres of land during her life, as will appear by his will of record in the clerk's office in said county.

That the said Martha O. Holland, having agreed to sell said parcel of sixty-seven acres of land to said Frederick L. Holland, and being anxious to include and sell ^{to him} along with said sixty-seven acres, said parcel of three or four acres of land, and having agreed to do so, so that said Frederick L. Holland should become the owner of both of said parcels of land for the sum of \$1500.00, did, by her deed of Bargain and Sale, dated the 14th. day of June 1900, and duly recorded in said clerk's office, ^{sell and} convey, for \$1500.00, ^{to him,} the ~~above~~ said sixty-seven acres, as above described, ~~and along~~ ^{therewith} "including all the land on both sides of the county road at Elwood, Virginia", meaning, by this last clause in quotations, to convey said parcel of three or four acres of land, on the East side of said county road as well as said parcel of sixty-seven acres on the West side of said county road, ^{to said Frederick L. Holland.}

That on the same day to-wit, on the 14th. day of June 1900, by a deed of trust, duly recorded in said clerk's office, to secure to the Farmer's Bank of Nansemond, the payment of \$1500.00, the said Frederick L. Holland and Addie E. Holland, his wife conveyed to W.H. Jones JR. Trustee, the said two parcels of land, describing the same as follows: "All that certain tract or parcel of land in Nansemond County Virginia, at or near Elwood, in said county,

containing sixty-seven acres more or less and adjoining the lands of James A. Cutchin, Mrs. W.H. Holland, R.H. Keen's estate, J.T. Saunders' estate, Mrs. W.T. Bradshaw, Mrs. John B. Vaughan, and Mrs. Addie E. Holland, including all the land on the both sides of the county road at Elwood, Va."

That it was at the sale made as aforesaid on the 10th. day of August 1903 by said W.H. Jones Jr. ^{Trustee under} said first-mentioned deed of trust that he sold, and your petitioner became the purchaser of, said two parcels of land, paying him two thousand four hundred and seventy-five dollars for said parcel of sixty-seven acres of land and two hundred and sixty-six dollars for said parcel of three or four acres of land.

That while your Petitioner paid said W.H. Jones, Jr. Trustee, said sums of money for both of said parcels of land, he, nevertheless, conveyed to her ^{only} said parcel of sixty-seven acres of land, as will appear by a copy of his deed to her filed as exhibit B. with the Bill in said suit.

That it appears from the foregoing facts that not only was the title to said small parcel of land, imperfect, but that said W.H. Jones, Jr. Trustee, ~~as never~~ has never conveyed the same to her, ^{and she claims no right and no title to the same,} though she has paid him said sum of two-hundred and sixty-six dollars for the same.

That the said sum of two hundred and sixty-six dollars, paid by your Petitioner to said W.H. Jones Jr., Trustee, was included in said sum of \$1537.12, paid by him to said administrator, and that it is conceded that such sum of ~~the~~ \$266.00, after the deduction of the value of her dower therein, already paid to her, should be paid back to her by said administrator out of said ~~sum~~ sum of \$1537.12.

In consideration whereof, your Petitioner prays that this, her, petition may be filed in said suit and made part of the record thereof; that said administrator, may be required to answer the same, ^{but answer under oath is waived;} that such decree, or order, as may be proper, may be entered in said suit directing said administrator ~~to~~ to pay back to her said sum of \$266.00, after the deduction of the value of her dower therein, already received by her; ^{that} and all such further and general relief may be granted your Petitioner as the nature of

~~the~~ her case may require, or to Equity shall seem meet.

And your Petitioner will ever pray etc.

Wilbur J. Kilby,
Counsel for Addie
E. Holland.

Barnes, Admr.

vs. } In Chy.

Holland

Petition of Ad-
miral E. Holland

Filed May 25, 1904,
by leave of Court,
J. M. Lawrence, DC

The depositions of W. H. JONES, Jr., and others, taken by consent of Counsel before John P. Lee, a Notary Public, for the County of Nansemond, in the State of Virginia, on the 25th day of February, 1904, between the hours of 10 A. M. and 6 P. M. on said day, to be read as evidence in behalf of the Plaintiff in the Chancery suit of THOMAS H. BARNES, Admr. v. ADDIE E. HOLLAND, now pending in the Circuit Court of Nansemond County.

Present:-

E. E. HOLLAND, Attorney for Plaintiff,

W. J. KILBY, Attorney for Defendant.

It is admitted by both counsel for Plaintiff and Defendant that F. L. HOLLAND died on the 26th day of June, 1903, and that he died without a will.

W. H. JONES being duly sworn deposes and says as follows;

Q. Please state your name, age, residence and occupation, and do you know the parties to this suit ?

A. W. H. Jones, age 42 years, occupation that of Bank Cashier, reside in Suffolk, Virginia, and I know the parties to this suit.

Q. State, if you know, whether or not at the time of the death of F. L. Holland there was a deed of trust on his farm at Elwood, Virginia, and in whose favor ?

A. There was a deed of trust to secure a note due to the Farmers Bank of Nansemond for the sum of fifteen hundred dollars (\$1,500/00) which had been reduced by payments, from time to time before his death, to about eight hundred dollars (\$800.00)

It is agreed by counsel for all parties in interest that F. L. Holland died owning a farm at Elwood, Virginia; that at the time of his death there was a deed of trust on same, as above stated, in favor of the Farmers Bank of Nansemond, in which W. H. Jones, Jr. was Trustee, and that soon after his death the property was advertised by the said William H. Jones, Jr., as Trustee, and on the 10th day of August was publicly sold at the courthouse, and Mrs. Addie E. Holland became the purchaser thereof at the price of three thousand, ~~three hundred~~ and seventy-seven dollars (\$3,777.00) . This money was disbursed as follows;

Paid Addie E. Holland, dower,	\$510.84
Paid Thos. H. Barnes, Admr.,	1537.12
Paid Farmers Bank of Nansemond,	810.00
Paid expenses,	65.19
Paid commissions,	<u>158.85</u>
Making a total of	\$3077.00

It is also admitted that a deed covering said land was made to Mrs. Addie E. Holland on the 3rd day of September, 1903, that it was acknowledged on the 25th day of September, 1903, and that same is duly recorded in Nansemond County Court Clerk's Office.

It is further admitted that about the time of the acknowledgment of the deed that the same was delivered to Mrs. Holland, and that, as part and parcel of the same transaction, she gave a deed of trust on said property to secure the Farmers Bank of Nansemond the sum of two thousand dollars (\$2,000.00) which she borrowed of it. It is also admitted that at the time of the sale there was a growing crops on the farm.

Q. Please state Mr. Jones what, if anything, was said about the crops on the day the property was sold ?

A. I cannot recall the exact words, but, in substance, it was stated both by me and by the crier publicly that I was selling the real estate and not the crops, or in other words that the crops were reserved.

Q. State whether or not the announcement as to the reservation of the crops was made before the land was knocked off to Mrs. Holland ?

A. It was.

Q. What crops, if any, were purchased by Mrs. Holland on that day from you as Trustee ?

A. None.

Q. In making the deed to Mrs. Holland above referred to, no mention is made of the crops, state whether or not, at the time this deed was made, it was intended to convey to Mrs. Holland the crops growing on the farm at the time of the sale ?

A. It was not my intention to convey any crops.

Q. Is it a fact or not that Mrs. Holland purchased the land

only, and that you intended, by the deed, to convey to her just exactly what she purchased on the day of sale ?

A. As before stated, I announced publicly, and so did the crier, that we were offering for sale the real estate only, that the crops were reserved, and of course I could not convey to Mrs. Holland what she did not buy nor what I had no intention of selling and did not sell.

--:-- -:CROSS EXAMINATION by W. J. KILBY.-;- --:--

Q. The sale of the land in question was made on the 10th day of August, 1903, the deed conveying the land to Mrs. Holland, the purchaser, is dated the 3rd day of September, 1903, it is acknowledged by you on the 25th day of September, 1903. Please state how long you had this deed in your possession before it was delivered to Mrs. Holland ?

A. I do not recollect. There was some delay in Mrs. Holland's visit here to close the transaction up. I do not recollect the details.

Q. Can you not say that it was delivered to her on or about the 25th of September, 1903 when your acknowledgment of the deed was taken ?

A. I presume the deed was delivered to her on or about the day of its acknowledgment.

Q. How long had you had it in your possession before that day ?

A. I don't recollect.

Q. Did you read it before signing it and acknowledging it ?

A. I presume that I did .

Q. Did you then detect any error or mistake in it ?

A. I don't recollect any ?

Q. Who wrote the deed ?

A. Mr. E. E. Holland.

Q. Was he present when you closed the transaction up with Mrs. Holland ?

A. I don't recollect.

Q. Mr. Holland prepared the deed and handed it to you and then you executed and acknowledged it ?

A. I presume that I did.

Q. Please read paper which I now hand you, herewith filed marked Exhibit "A." ?

A. It is a copy of my advertisement.

Q. There are some figures on the left hand margin of the paper, do you recognize them ?

A. I do.

Q. Whose are they ?

A. They are mine.

Q. There are some figures at the top, do you recognize them ?

A. I do not.

Q. I notice that, according to your advertisement, the property was to be sold in three parcels, was not the first parcel sold in two lots ?

A. I don't know whether I sold it in the way in which it was advertised or not. I was governed very largely by her requests (Mrs. Holland) and the property was sold in several parcels.

Q. Can you state what each parcel brought ?

A. According to my recollection one parcel brought \$2475.00, another \$266.00, another \$270.00 and another \$66.00. My account of sales filed with the Commissioner of Accounts will accurately state.

Q. It appears that the amount due under the deed of trust under which you sold was about eight hundred dollars (\$800.00), why was it that you sold over three thousand dollars worth of land to pay only eight hundred dollars ?

(Question excepted to as irrelevant and as having no bearing upon the issues in controversy .)

A. My recollection is that the small pieces were sold first and the farm last. I think that is the way it went.

Q. It appears that the three small pieces sold first brought \$602.00 and that the main farm contained sixty-seven (67) acres. Could you not have sold a small parcel of the main farm of 67 acres for sufficient money to have paid the \$800.00 due and expenses of sale without selling the main part of the 67 acres ?

(Question excepted to irrelevant.)

A. I possibly could have done so, but I was not requested by any one in interest and I was simply advertising and selling the property conveyed under the deed of trust, as above stated, offering it at the sale in parcels at the request of Mrs. Holland.

Q. You say you possibly could have sold a sufficient part of the 67 acres for enough to pay out everything, in addition to the \$602.00 for which the three small parcels sold, could you not have sold such small parcel of the 67 acres, upon which no crops were growing, and thus avoided announcement of the reservation of the crops on the day of sale ?

(Question excepted to because irrelevant.)

A. I did not feel called upon to make any arbitrary division of the property even if I had a legal right to do so. I did not know whether I would have had the right, if I had so desired, but it never occurred to me to undertake to divide it.

Q. Are you not aware of the fact that the law makes it the duty of Trustees selling property under deeds of trust to sell no more of the property conveyed by the deed of trust than it is necessary to pay the debt secured by it ?

A. Question excepted to for the reason that it is irrelevant and for the further reason that even the defendant in this case is making no objection to the quantity of property sold and is not contesting, in any way, the right of the Trustee to sell the entire farm.)

A. I was not aware that a Trustee did not have the right to sell property to pay the debt secured under the deed of trust, or, in other words, I did not conceive that I would have the right to divide a farm because the farm would sell for more than the debt secured under the deed of trust.

Q. Supposing the crops growing on the farm at the time of the sale to be real estate, how did you then concur it to be your duty to separate such crops from the real estate of which they formed a part and sell the real estate and withhold the crops ?

(. Question excepted to because when the crops were reserved they became personalty and passed into the hands of the decedent's personal representative, and it was necessary for the Trustee to reserve the crops in order to bring about such a severance and convert the crops into personalty.)

A. I did not suppose the crops to be real estate. The crops were not conveyed in the deed of trust securing the debt for which I was trustee, and feeling that the real estate conveyed was sufficient

to pay the debt for which I was Trustee, I announced that the crops were not being sold, that they were reserved.

Q. Then if the law makes crops or anything else growing upon the farm real estate, and you should be called upon to sell the real estate of which they are a part, your view is that you would have the right to separate the land from the crops and sell the former and reserve the latter under a deed of trust ?

(Question excepted to for the reason that it asks the witnesses' opinion, and also asks a legal question with which the witness, being a layman and not being an expert, is not familiar.)

A. I suppose that if the land conveyed in the deed of trust by itself was not sufficient to pay the debt secured under the deed of trust, that I would have the right, as Trustee, to sell the same with the crops thereon without making any reservation .

Q. You did, however, in fact separate the crops growing on the farm from the land and sell the land reserving the crops ?

A. I did.

Q. They why could you not have separated a small part of the 67 acres of land, upon which there were no crops growing, from the bulk or body of the 67 acres of land upon which the crops were growing, and sold the former, reserving the bulk of the land with the crops to go to the widow and the heirs of the decedent ?

(Question excepted to because irrelevant and for other reasons)

Q. In the first place I did not know that I had the right to do such a thing and it never occurred to me to undertake it, and even if I had had such a right, not knowing anything about upon which part of the farm the crops were planted, or how to divide it, I could not have intelligently acted.

Q. How then did you know that you had the right to separate the crops from the land and sell the land and leave the crops unsold ?

A. As before stated, I was satisfied that the land itself was sufficient to pay the debt for which I was Trustee, and upon my own judgment, as well as at the request of Mrs. Holland, the crops were reserved.

Q. Were you not satisfied that all of the 67 acres, except the part on which crops were growing, would have sold for more than enough

to have paid out the debt due under the deed of trust under which you sold, and, if so, why did you not reserve the parcel of land on which the crops were growing and sell all the balance of the 67 acres ?

(Question excepted to because irrelevant and because there is no contest as to whether or not the Trustee has sold more land than ought to have been sold, and for the further reason that the Defendant, who purchased the property, is the beneficiary of any mistake, if any mistake was made, on the part of the Trustee, and raises no objection to the sale .)

A I did not know, now was I informed, upon which part of the farm the crops were planted, I knew absolutely nothing about what was in cultivation or what was not under cultivation, and, therefore, had no knowledge of the value of the part that was not cultivated.

Q. Did you not have ample time within which to ascertain on what part of the land the crops were growing before the day of sale ?

(.Question excepted to as irrelevant. The issue being whether or not the crops were reserved and not whether or not more land was sold than was necessary.)

A. The property was advertised in accordance with the terms of the deed of trust. Of course I could have made a trip, between the day the advertisement was made and the day of sale, and examined the property, but it never occurred to me to do so.

Q. If it were proposed to sell (as it was) the land to pay the debt secured by the deed under which you sold and to reserve the crops, was it not your duty to make the trip of which you speak and ascertain the location of the crops and whether or not the sale of sufficient lands, other than that on which the peanuts were growing, to pay the debt, and sell such land, leaving the crops and the land on which they were growing, especially as it appears that the lands, without the crops, sold for something like two thousand dollars more than enough to pay the debt ?

(.Question excepted to as irrelevant, and because there is no contention about the Trustee having sold more land than necessary.)

A. I did not so regard it as my duty.

--- --RE-EXAMINATION;--- --

Q. Is it a fact or not that Mrs. Jolland bought the land know-

ing that the crops were reserved and not being sold ?

A. Mrs. Holland was present at the sale and ought to have heard the announcement, and, if my recollection serves me right, she concurred in it.

Q. Is it a fact or not that is the crops are included in the deed made by you to Mrs. Holland that she is getting something that she did not purchase and for which she paid no consideration ?

(Question excepted to because under the issues contained in this suit testimony is irrelevant.)

A. I did not seel the crops and did nor intend to convey them in the deed, and if they were conveyed Mrs. Holland gets that much more than she purchased.

Q. Is it then a mistake or not on the part of the party who drew the deed that the crops were not specially reserved in the deed ?

(Question excepted to because under the issues contained in this suit testimony is irrelevant.)

A. I regard it as a mistake.

Q. Then, if I understand your testimony, it was simply your purpose to convey to Mrs. Holland what she bought, and that she bought the land and not the crops, am I right about this?

(Question excepted to because under the issues contained in this suit testimony is irrelevant.)

A. You are right.

Further this deponent saith not.

Signature waived by consent.

J. H. WRIGHT being duly sworn deposeseth and says as follows;

Q. Please state your name, age, residence and occupation and do you know the parties to this suit ?

A. JAMES H. WRIGHT, 28 years old, live in Nansemond County, am a farmer, and I know the parties to this suit .

Q. Please state whether or not you were present on the day the F. L. Holland land was sold, and, if so, why were you there ?

A. Yes I was there. I cam there that day with the expectation of buying the farm.

Q. Please state, if you know, whether or not the crops were sold on that day ?

A. I can only say this. When I got down there the farm was up, or at least a part of it. The lot bak over towards the depot like, on the left hand side of the road going up from Carrsville to Elwood. I did not know the terms of sale, not anything at all about it, because I did not care. Then when the house side was sold, on the right hand side of the road, that was the part I wanted to buy, and I bid on it, and while I was bidding the auctioneer looked around at me after I bid pretty near what I thought it was worth and said " Bid up gentlement, you are missing a bargain, the crops for this year will partly pay for the farm." Then I ~~began~~ remarked to him and asked if the crops went with the farm, and Mrs. Holland was standing out near the front and said "NO", then the auctioneer, Mr. Parker I think his name was, explained to me and said you get the farm and dwelling house alone, no crops with it, and I stopped bidding then. I never made more than one or two more bids. If he had told me that the crops went with the farm I would have bid more, yes I would.

Q. What was your last bid, if you remember ?

A. It was \$2,465.00.

Q. What would you have bid if the crops had been included ?

A. I would have bid some five or six hundred dollars more. I don't know exactly. I had not seen but very little of the crops but I would have thought they were worth that much or probably more.

Q. I understood you to say that the auctioneer stated that if you purchased you would get the farm and dwelling but no crops. Am I right about this ?

H. He said I got the farm and dwelling house alone, no crops.

Q. Was this statement made by Mrs. Holland that the crops were not being sold, made before the land was actually knocked off to her by the auctioneer and while you were bidding thereon ?

A. Yes Sir, when I asked the question Mrs. Holland said No. and then the Auctioneer explained to me as I told you just now.

--:-- -:-- CROSS EXAMINATION -:-- -:--

Q. You have said that the auctioneer, while crying the land, said " Bid up gentlemen, you are missing a bargain, the crops for this year will partlay pay for the farm." How long had the auctioneer been crying the land when he said that ?

A. I couldn't tell you, I never timed him at all. He had been talking some minutes, I could not tell you as to the length of time.

Q. And he had gotten to a point where he urged the gentlemen to bid up ?

A. I don't know as to that. They had pretty nearly stopped bidding at the time he said this.

Q. How many bids did you make after the auctioneer urged the gentlemen to bid up ?

A. I could not tell you for sure, some one or two more. I could not say positively.

Q. Your lest bid you say was \$2465.00?

A. Yes.

Q. Who else bid upon the land ?

A. I could not tell you. There were several bidding along towards the first. There were not very many bidding after it passed \$2400.00.

Q. Did the bidders seem to drop off when it got about \$2400.00 or did the bidding seem about the same ?

A. There were not as many bidders after it passed \$2400.00, but I could not tell you how many bids there were after it passed \$2400.00

Q. Do you know Mrs. Addie E. Holland ?

A. I never had met her in my life. I guess I had seen her but never knew who she was until the day the property was sold.

Q. I understand you to say that the selling had been started before you got there ?

A. Yes Sir, that is correct. The sale had begun before I got there.

Q. You then did not hear any announcement that was made before the sale begun by the crier or Mr. Jones ?

A. No Sir I did not hear a word as the property was already up when I got down there.

Q. Where do you live Mr. Wright ?

A. About two miles from Holland. You might call it between Holland and Carrsville on the farm known as the L. E. Duke farm.

Q. Do you own the farm you live on ?

A. No Sir I rent it.

Q. Have you ever owned a farm ?

A. No Sir.

Q. Have you always been a tenant ?

A. No Sir. I have been renting some land about nine years. I stayed at home with my mother and we generally worked about a three horse farm at home, and we would generally rent a horse crop or little more from some of the people in the neighborhood. I haven't always been on a farm.

Q. Did you read the advertisement of this farm for sale ?

A. I could not say for sure whether I did or did not. I am not certain.

Q. How did you learn that the place was for sale ?

A. I heard the people of the neighborhood speaking of its being for sale and the day when it would be. I think that is the way I learned. I may possibly have seen it in the Herald if it was there. I can't say as to this positively.

Q. Did you go to examine the place before the day of sale ?

A. I went over there and drove up the road by it and went down the railroad. I knew the farm, about where it was. I had been in the woods all around there having hauled logs all back of the fields.

Q. On the day of sale did you know what kind of crops were on the place ?

A. I saw them on Sunday, the day before they were sold, from the road.

Q. What did you see ?

A. I saw some corn and peanuts. They were the only crops

that I saw.

Q. What quantity of peanuts did you see ?

A. I don't know Sir. I couldn't tell the acreage not a bit more than anything in the world.

Q. Didn't you estimate the quantity of peanuts ?

A. I did not.

Q. You have said that you would have given some five hundred dollars more than your highest bid for the lands if you had known that the crops were to have been sold with the land, if you knew nothing whatever about the acreage of the peanuts or the quantity there, how is it that you say you would give even five hundred dollars more for it ?

A. Yes Sir I will tell you. I knew pretty near, or at least I had heard other people say, other reliable people, about other crops raised there other years and the produce that was raised from that farm and I was kin of estimating from that and Mr. Robert L. Beale told me the crops this year were about as good as they usually were.

(All of the above answer that consists of hear say is excepted to/)

Q. You stated just now that you had no idea of the acreage in peanuts and that you had made no estimate of it, how is it that you now say that you had made an estimate of it and found it to be about as usual.

A. You asked me as to the acreage of the peanuts, how many there were, I told you that I could not tell you, and my estimate, so far as that I was just judging from the crops that have been made before from the people around there that knew.

(.All of the above answer that consists of hear say is excepted to.)

Q. What was your estimate ?

A. I just estimated it like this, that a man would not be hurt by paying five hundred dollars for the crops.

Q. How many bushels had you estimated could be dug ?

A. I did not estimate it by bushels. I made no estimate. I knew that a man could not be hurt by bying the crops at \$500.00.

Q. How did you know that a man could not be hurt buying the

crops at five hundred dollars ?

A. I know that a man buying a two horse crop would not be hurt at five hundred dollars.

Q. Just to sum up, you made no special inspection of the acreage of the peanuts, you did not know how many bushels the crop would produce, you did not know the quality of the peanuts, or whether they would sell for one cent or four cents ?

A. No I did not know what they would sell for.

Q. And yet you were willing to go it blind and pay five hundred dollars for the crops of peanuts in the ground of which you had no such knowledge as that stated above ?

A. I would have given five hundred dollars for the crops on the farm, of course that means everything, corn, peanuts, and all other things.

Q. How much corn was on the farm ?

A. I don't know, I know that the farm was in cultivation.

Q. Suppose there were only ten barrels ?

A. I would have taken the crops at five hundred dollars. All that was on the farm.

Q. Then your figures on the farm were \$2465.00 and \$500.00 on the crops, making the total value of the crops and land \$2965.00 ?

A. \$2465.00 was my bid and if the crops had been sold on the farm I would have given as much as five hundred dollars more.

Q. These figures make \$2965.00, is that not the value placed by you upon the farm and crops ?

A. I would have invested that much in it.

Q. Would you have invested any more.

A. I don't know as to that, I would have invested that much.

Q. What was the farm and crops worth ?

A. I have told you what I would have invested in it. I don't know as to what the crops were worth. I can only tell you what I would have invested in it.

Q. At the time you said that Mrs. Addie E. Holland spoke to you, did you know that it was Mrs. Holland ?

A. Yes Sir. I had been told that. I did not know her until then.

Q. When did people tell you that it was she ?

A. The people told me while I was bidding on the farm that that was Mrs. Holland standing there in the front.

--:-- --:-- RE EXAMINATION --:-- --:--

Q. Mrs. Addie E. Holland is now in the office, please say whether or not she is the same lady who told you that the crops were not being sold ?

A. She is the same lady that spoke and said "NO!" when I asked the auctioneer if the one who bought the property got the crops. She is the same lady.

Q. If you had purchased the farm, please state what arrangements had been made by you to pay for same ?

A. Mrs. L. E. Duke and her son told me to buy it if I wanted it and they would furnish what money I did not have.

Further this deponent saith not.

Signature waived by consent.

Mr. ABRAM T. DAUGHTREY being duly sworn deposeth and says as follows;

Q. Please state your name, age, residence and occupation and do you know the parties to this suit ?

A. Abram T. Daughtrey, I will be 50 years old the 26th of July, live in Nansemond County, am a farmer and I know the parties to this suit ?

Q. Please state whether or not you were present at the courthouse in August 1903, when the F. L. Holland land was sold ?

A. I was there the second Monday in September and I think the F.L.Holland land was sold that day if I am not very much mistaken as to the time. Any way I was present when the land was sold.

Q. State whether or not it is a fact, whether the sale was in September or August, that you were present on the day the farm belonging to F. L. Holland was sold by W. H. Jones, Trustee ?

A. Yes Sir I was at the courthouse the day it was sold. I think it was in September.

Q. State, if you know, who the crier was ?

A. I don't know him personally .

Q. State what, if anything, was said, either by the crier, Mr. W. H. Jones as T

ruste

W. H. Jones, Jr. as Trustee or by Mrs. Eddie E. Holland about the crops not being sold ?

A. I haven't but a word or two to say about it in this world. I asked the question, when the farm was sold, if the crops went with the farm. I asked Mr. Jones and he got up and came to me and he said that he was not selling the crops that he was selling the farm, and Mrs. Holland said that she was not buying the crops that she was buying the farm.

Q. State whether or not if Jones had stated that the crops were also being sold you would have paid more for the property than it actually sold for ?

A. Yes Sir I would.

Q. Did you bid on the farm ?

A. Not a cent after I asked that question because I thought I was not entitled to the crops.

Q. Were you bidding on it before then ?

A. No Sir. I told my wife before I left home if the crops went with the farm what my figures were.

Q. What were your figures.

A. Thirty-five hundred dollars (\$3,500.00)

Q. How far do you live from the farm Mr. Daughtrey ?

A. Three miles.

Q. Did you know something about what kind of crops they were on the farm ?

A. Yes Sir, I knew that Mr. F. L. Holland made good crops on it every year since he had been living there.

Q. If the crops had not been reserved would or would not the farm have sold for more money on that day than it sold for ?

A. Question excepted to because it calls for the opinion of a witness which is not evidence.)

A. Yes Sir it would.

Q. If the crops had not been reserved would you or not have paid more for the property than it actually sold for ?

A. Yes Sir.

Q.)+:- :- CROSS EXAMINATION :- :-

Q. What was your highest bid for the farm ?

A. I should have run it to \$3500.00. I never made a bid after the crops were reserved.

Q. When were the crops reserved?

A. When the farm was being sold.

Q. Who said the crops were reserved ?

A. The crier and Mr. Will Jones said they were not selling the crops.

Q. Who went with you that day to the sale ?

A. My son came with me to town? I could not tell you who went with me down to the courthouse. There were three or four of us together.

Q. Had the sale begun when you got there ?

A. No Sir.

Q. Was anything said about the graveyard being reserved?

A. I don't remember but I don't think it was.

Q. Which of the land was sold first ?

A. I don't really remember that.

Q. Were you present at the sale, remaining from beginning to end, saw all the land sold, and was there to buy the main farm of 67 acres provided the crops went with it ?

A. Yes Sir .

Q. There was sold one parcel of one half an acre on the West side of the County road, there was also a lot sold adjoining the main tract of land of 67 acres, and the 67 acres of land was sold in two parcels, the main part on one side of the road and a small piece on the other, which of this land was sold first ?

A. I tell you I do not know. I think the small lots were sold first. I went down to pay attention to the farm and not to the lots.

Q. You were listening about the crops I suppose ?

Q. Yes Sir.

Q. Do you know who bid for the lands ?

A. No Sir I really don't think that I do know.

Q. Do you know who the crier knocked them down to ?

A. Mrs. Addie E. Holland.

Q. Mr. Daughtrey is it not a fact that you are not on good terms with Mrs. Addie E. Holland ?

A. I don't know why we should not be on good terms. If she has ever done me any harm I don't know it and if I have ever done her any harm I don't know it.

Q. What relation is Willie Holland to you ?

A. I don't know that he is any at all only he married my niece.

Q.

Further this deponent saith not.

Signature waived by consent.

W. H. HOLLAND being duly sworn deposes and says as follows;

Q. Please state your name, age, residence and occupation, and do you know the parties to this suit ?

A. William H. Holland, 32 years old, live in Nansemond County, am a farmer and know the parties to this suit.

Q. Pleasestate whether or not you were present at the court house on the day the F. L. Holland land was sold ?

A. Yes Sir.

Q. Please state what was said, either by the crier, by Mr. Jones, the Trustee, or by Mrs. Holland about the crops being reserved and not sold ?

A. I don't remember exactly who spoke the words. Some one asked the question were the crops reserved and the answer was they were, that is my understanding as far as I remember about it.

Q. Was the statement that they were reserved made publicly ?

A. I am certain that it was made publicly. I would not say who, whether it was Mr. Jones, I somewhat think it was. Some one made this remark that it was reserved. It was either Mr. Jones, the crier or ~~Mr.~~ Judge Rawles.

Q. Did you hear Mrs. Holland make any statement about the crops being reserved and not sold ?

A. I would not say for certain. I did not go for the purpose of making a bid on it and I was not specially concerned.

Q. But you do recall, as I understand you, that either Mr. Jones, the crier or Judge Rawles, stated that the crops were reserved ?

A. -----18-----

A. Someone said that the crops were reserved. That was distinctly understood I imagine.

Q. Did you understand from the statement made by Mr. Jones, Judge Rawles or the crier that the crops were being reserved and that the purchaser would not be entitled to them ?

A. Yes sir. If I had wanted to buy them and had done it I would not have expected the crops.

Q. --- --:-- CROSS EXAMINATION --:-- ---

Q. What day did the sale take place ?

A. I don't remember, I have never given it a thought since.

Q. Was it last year ?

A. It was in 1903.

Q. Was it in June ?

A. It was in the last of the summer or the first of the fall. I don't remember the month.

Q. Was it in September ?

A. I would not say positively for I do not know.

Q. Was it in October ?

A. I do not know. It was in 1903 after the summer months had passed.

Q. You were not there to bid on the land you say ?

A. No Sir.

Q. I suppose you paid little attention to the matter anyway ?

A. Very little. I was just a by-stander. I did make a bid on one little lot not sold with the farm and I did not bother any more. I thought it joined me and when I found out it did not do so I stopped.

Q. Was that a bid for a starter or a bona fide bid ?

A. I did not start it.

Q. Where were you standing at the courthouse ?

A. Very near the front gate in front of the crier.

Q. What did the crier do ?

A. He did as all criers do. He stooped up there and cried the property.

Q. Did he get up in a chair ?

A. I did not notice that part of it.

Q. Did he make a verbal announcement before the sale ?

A. I suppose he did, they generally do.

Q. Did he read anything ?

A. I would not be certain about that? I don't remember anything being read.

Q. Who were the bidders at the sale do you know ?

A. I think that Mr. Jim Wright was one and also A. S. Johnson.

Q. The land was sold in four parcels, what did each parcel sell for ?

A. I don't think I could have told to a cent when I got home that night. It was in one ear and out of the other.

Q. You did not converse with Mrs. Holland about it that day did you ?

A. No Sir. I don't think I spoke to her as I remember.

Q. Where was Judge Rawles standing ?

A. He was standing very close to her, about 6 or 8 feet on the pavement before the crier.

Q. Where was Mr. Jones standing ?

A. He was standing very near, between myself and Mrs. Holland on the pavement in front of the crier.

Q. Do you know whether the grave yard was reserved or not ?

A. I never heard anything of the kind. If it was I did not pay any attention to it. I did not care anything about the terms. I heard ~~the~~ question asked and I heard that the crops were reserved.

Q. Who asked the question ?

A. There were two parties standing out there ?

Q. Who were the parties ?

A. Mr. Wright and some one else asked the question but I would not say positively who it was. I know that the reply was that the crops were reserved.

Q. While they were crying the main farm, if a witness here were to say that after it had been cried for a while the crier announced publicly to the crowd " Bid up gentlemen, you are missing a good bargain the crops for this year will partly pay for the land ?

A. I will not be for certain that I heard that, but I think that there were some words used to that effect and that the question came up after that as to whether the crops were reserved. Some one asked the question, I think Mr. Wright was one of the gentlemen who di
it.

Q. Was this piece of land then taken down and the bidding started anew on it or did bidding just continue on as started ?

A. It just continued.

Q. Did I understand you to say you ~~were~~ knew the crier ?

A. I am not personally acquainted with him. If I were to meet him in the street I would not know him. I might know his favor but I don't think I would know his name.

Q. It is a fact then that you were not there to buy any land, you were a by stander paying no special attention to the matter and it was all a casual matter so far as you were concerned ?

A. Yes.

--:-- --:-- RE EXAMINATION --:-- --:--

Q. Is it or not a fact that while the property was being cried someone asked the question as to whether or not the crops on the property were reserved and the answer to the question was that they were reserved and not being sold ?

A. Yes Sir.

Further this deponent saith not.

Signature waived by consent.

Capt. **GEORGE T. PARKER** being duly sworn deposes and says as follows;

Q. Please state your name, age, residence and occupation and do you know the parties to this suit ?

A. George T. Parker, 67 years old, live in Suffolk, Nansemond County and I know Dr. Thomas H. Barnes.

Q. Please state whether or not, as crier, you sold for W. H. Jones, Jr., the F. L. Holland land ?

A. I did.

Q. Please state whether or not the crops on the farm were reserved?

A. They were.

--:-- --:-- CROSS EXAMINATION --:-- --:--

Q. Who made the announcement that the crops were reserved ?

A. I think Mr. Jones made it first and I repeated it. That is my recollection of it.

Q. Do you remember how much the land sold for ?

A. I do not Sir, not now.

Q. Do you remember whether it was sold in parcels or not ?

A. It was sold in parcels, there were several parcels sold at the same time.

Q. Is it, or is it not a fact that you did not remember some-time after the sale whether the crops had been reserved or not and that you were led to believe they were because of a conversation you had with Mr. W. H. Jones and yourself on the question of whether they were reserved or not ?

A. The first thing that was ever said between Mr. Jones and myself since the sale, he asked me whether the crops were reserved or not, or in those words, and I told him that they were. That was the only thing that he ever said to me about it. I told him that they were reserved and so they were.

Q. Why did he ask you that question if you and he both made an announcement on the day of sale that they were reserved ?

(Question excepted to because it merely asks the opinion of the witness)

A. I suppose because he had heard there to be a suit. He told me afterwards that was why he asked me the question. I don't know whether he told me that he understood or that he had been informed that there would be a suit in regard to the crops. That was his reason I suppose for asking me the question.

Q. Did that conversation consist only of the query " Were the crops reserved ?" and your answer "They were" and nothing more ?

A. I don't remember anything else. There might have been some other conversation afterwards but I don't remember anything.

Q. You spoke of Mr. Jones speaking to you subsequently about the matter, give, as nearly as you can, all of the conversation that took place then ?

A. I don't remember any other conversation that took place and the only thing that I do remember is about his asking me if I remembered if the crops were reserved, without any preliminaries or any questions about it.

Q. Was the burying ground reserved on the land ?

A. I don't remember about the burying ground at all.

Q. Did you not announce that the burying ground was reserved ?

A. I may have, but don't remember.

Q. Do you remember the date of sale ?

A. I think it was in August. I am sure it was.

Q. What was said at the time of the announcement that the crops were reserved ?

A. I don't remember anything else except the auctioneer's announcement.

Q. Was anything said about who the crops were reserved for ?

(Question excepted to as irrelevant)

A. I don't remember.

Q. Do you know who they were reserved for ?

A. I do not know.

Q. Did you know where the crops would go ?

(Question excepted to.)

A. I did not know Sir.

Q. Were they not reserved for the widow and children ?

A. Question excepted to)

A. I don't know who they were reserved for.

Q. Your announcement then was simply by direction of the Trustee and on his responsibility ?

A. Yes, I think so.

Q. You did not know whether he had a right to reserve the crops or not ?

A. Question excepted to as irrelevant and for other reasons.)

A. No Sir.

Q. I suppose you sold the land in parcels and otherwise as sold by the Trustee ?

A. Yes Sir.

Further this deponent saith not.

Signature waived by consent.

JUDGE R. H. RAWLES being duly sworn deposes and says as follows ;

Q. Please state your name, age, residence and occupation and do you know the parties to this suit ?

A. R. H. Rawles, 53 years old, live in Suffolk, Virginia, an Atty. at Law and know the parties to this suit.

Q. Please state whether or not you were at the courthouse on the day the F. L. Holland farm was sold ?

A. I was.

Please state whether or not the crops growing on the farm were reserved and not sold ?

A. My recollection is that the crops were reserved at the sale and not sold.

);- :- CROSS EXAMINATION :- :-

Q. Do you recollect having a conversation on that point in the Farmers Bank of Nansemond with Mr. E. E. Holland and in the presence of Mr. William Holland ?

A. I do not recall that conversation at all.

Q. Where were you Judge Rawles on the day of sale ?

A. My impression is that Mrs. Holland had applied to me to know if she could secure a loan on the real estate in the event she became the purchaser, and I had made arrangements to make a loan to her. I was at the courthouse the day of sale and attended the same and remember the sale distinctly. I will recall one little incident that occurred during the sale. Mr. John P. Lee was standing by me, and at that time the bidding was very spirited. There were several gentlemen who appeared to be bidding against the widow and she was sticking up to them very closely, so much so that Mr. Lee remarked, "I tell you that woman is sticking down behind them close." Yes I was at the sale. I will add this, I think one of the bidders asked the question during the progress of the sale about the crops and was informed that the crops were not being sold, but I cannot recall his name at present.

Q. Do you remember now sometime about the time this suit was brought, about the 14th day of November, 1903, that Mrs. Addie E. Hol-

land came to you, showed you the deed which Mr. Jones, the Trustee, had made to her for the land so purchased and asked you the question as to whether or not that deed did not convey these crops, and that you advised her that no matter what was said about the reservation of the crops at the sale the deed mentioned conveyed not only the land but the crops and that she had good title to the crops ?

(Question excepted to because irrelevant and for other reasons)

A. Yes I remember that Mrs. Holland came to see me about the matter and asked quite a number of questions and I think she showed me the deed which you have just handed me and I may have given her an opinion on it, but I did not look into the subject then nor have I done so now and I do not know whether the opinion was a sound one or not. Perhaps I did give her an opinion that as the deed showed no reservation on its face that she could claim the crops .

Q. Did you not, in giving that opinion, state that she would have such title as you have described notwithstanding announcement was made on the day of sale that the crops had been reserved ?

A. I may have done so but I cannot be positive. I can only say that it was what might be termed an off hand opinion. I was not employed as counsel and did not take time to look into the matter closely, in fact, not at all, and I cannot recall really what my opinion was. Not in language certainly.

Q. I suppose your opinion was such as you have stated it ?

A. It might have been.

Q. Can you recall any other part of the opinion you gave her or any other opinion that you gave her at that time with reference to her rights to the crops ?

A. No I cannot recall what I said to her at that time, but I remember that Mrs. Holland wrote to me once or twice perhaps, even more, after that asking about her rights in various matters. I think she asked something about her rights under the poor law exemption and perhaps as to the homestead exemption and other things. As a matter of courtesy I answered all her letters. I did not do so as Counsel or for pay, nor can I remember positively exactly what I did write her.

Q. Was the land sold in parcels or in one lump ?

A. My impression is that it was sold in parcels .

Q. How many ?

A. I can't say.

Q. When was the announcement made that the crops were reserved ?

A. I cannot say positively whether it was announced at the beginning of the sale or when it was asked, as I am sure it was asked by some of the bidders.

Q. Is it not a fact that the sale had begun and the lands were being sold before any announcement of this kind was made ?

A. As I have stated before, I do not remember positively when the announcement was made, but I am quite sure that it was made before any property was struck off.

Q. Suppose two reputable witnesses should state that the announcement of the reservation of the crops was not made until after the last parcel of land had been cried for a while, what would you say about that ?

A. I should certainly say that some of us were certainly mistaken about it.

Q. When was the question asked whether the crops were reserved or not ?

A. Sometime while the sale was in progress. I cannot recall the exact moment, but it was after the land was announced for sale and before it was knocked off. I don't remember to save my life, I am almost sure it was said during the progress of the sale.

Q. The land was sold in four parcels, three small parcels sold first and knocked off, and it was after the crying of the fourth piece had begun that the question was asked " Did the crops go with it ?" Is that your recollection of it ?

A. I really can't say.

Q. Have you any reason to think that that is not true upon the statement of two witnesses ?

A. It may be true, I can't say when the announcement was made.

Q. You are not prepared to say it is not true ?

A. I can't say that it is not true.

--:-- --:-- RE EXAMINATION --:-- --:--

Q. But without reference to whether the announcement was made before or during the progress of the sale, you are quite positive that

such announcement was made before the property was actually knocked off to Mrs. Addie E. Holland, am I right about this ?

A. I think you are.

Q. Judge Kilby has asked something with reference to an opinion given by you as to whether or not the crops not being specially reserved in the deed to Mrs. Holland, will you kindly state, if you recall, what was said by Mrs. Holland on that occasion about the announcement having been made that the crops were reserved on the day of sale ?

A. It is hard to remember all the language that she used, but my impression is that she seemed to be relying more on the deed than anything else for her rights and that, in as much as the deed contained no reservation, she thought she was entitled to the crops regardless of what might have been said at the sale.

--:-- --:-- RE CROSS EXAMINATION --:-- --:--

Q. And upon that state of affairs did you not advise her that she had a good title to the crops as well as the land ?

A. After looking over her deed and seeing that it contained no reservation of the crops, I am rather inclined to believe that I did tell her that I thought perhaps she had a title to the crops, but, as I said before, it was an off hand opinion which was given without an opportunity to consult any of the authorities or cases on the subject. I rather think that I did tell her.

--:-- --:~ RE DIRECT EXAMINATION --:-- --:--

Q. Is the purchaser at a public sale entitled to a deed for more property than she actually buys and pays a consideration for ?

(Question excepted to.)

A. That is a question that I do not feel called upon to answer in this case.

--:-- --:-- RE CROSS EXAMINATION --:-- --:--

Q. But is not a person entitled to a deed conveying to her all that she does purchase ?

A. Question excepted to.)

A. I have not been called as an Expert on Legal matters in this case and my answer would shed no light whatever on the subject.

Further this deponent saith not.

Signature waived by consent.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA-

T.H. Barnes, Administrator &c.-

VS) -----In Chancery-----

Addie E. Holland-----

To the Honorable Robert R. Prentis, Judge of said Court:-

Pursuant to decree entered in the above cause on the 20th day of February, 1904, the undersigned, one of the Commissioners in Chancery of the Circuit Court of Nansemond County, Virginia, having first given notice as required by law, which notice is herewith filed, proceeded on the 3rd day of March, 1904, to perform the duties required of him by said decree, but before the completion of the same, your Commissioner was informed by the parties to the said cause, through their attorneys, that the matters in controversy between ^{them} had been adjusted, rendering further proceedings before your Commissioner unnecessary.

Respectfully submitted,

March 16, 1904.

Lee Britt

Commissioner in Chancery.

Commissioner's Office,

Suffolk, Virginia, Feb. 22, 1904.

To

Thomas H. Barnes, Administrator of F.L. Holland, deceased, Plaintiff-
)
 and)-----In Chancery-----
)
 Addie E. Holland----- Defendant-

You are hereby notified that on the third day of March, 1904, at 11 A.M., at my office in Suffolk, Virginia, (at which time and place you are required to attend) I shall take, state, settle and report to Court the following accounts, which are to be taken, stated and reported to Court in pursuance of a decree of the Circuit Court of Nansemond County, Virginia, rendered on the 20th. day of February, 1904, in the suit in chancery pending in said court, to which you are parties, plaintiff and defendant, to wit:-

- 1-An account of the transactions of the complainant, Thomas H. Barnes, administrator of the estate of Frederick L. Holland, deceased.
- 2-An account of the debts of said Frederick L. Holland, or his estate, showing their priorities, if any, and to whom due and payable.
- 3-An account showing what amounts were expended by the defendant, Addie E. Holland, in cultivating, harvesting and saving the crops upon the lands of said Frederick L. Holland, which she purchased from William H. Jones, Jr., Trustee, on the tenth day of August, 1903, as appears from a copy of the deed from him to her filed as exhibit B. with the bill in this suit.
- 4-An account of any other matters specially stated, deemed pertinent by himself, or required to be stated by any party.

Given under my hand this 22nd. day of February, 1904, as
 Commissioner in Chancery of the said Court.

Lee Britt

 Commissioner in Chancery.

Office.

NO RECEIPT ACCEPTED UNTIL THE APPLICANT HAS RECEIVED THE ORIGINAL

Commissioner's Office,
Suffolk, Virginia, Feb. 22, 1904.

To

Thomas H. Barnes, Administrator of F.L. Holland, Deceased, Plaintiff-
)
and) ----- In Chancery -----
)
Addie E. Holland ----- Defendant-

T. H. Barnes, V. H. T. 40.
AS) --- In Chancery ---

You are hereby notified that on the third day of March, 1904, at 11 A.M., in my office in Suffolk, Virginia, (at which time and place you are required to attend) I shall take, state, settle and report to Court the following accounts, which are to be taken, stated and reported to Court in pursuance of a decree of the Circuit Court of Henrico County, Virginia, rendered on the 30th. day of February, 1904, in the suit in chancery pending in said court, to which you are parties plaintiff and defendant, to wit:-

- 1-An account of the transactions of the complainant, Thomas H. Barnes, administrator of the estate of Frederick L. Holland, deceased.
- 2-An account of the debts of said Frederick L. Holland, or his estate, showing their priorities, if any, and to whom due and payable.
- 3-An account showing what amounts were expended by the defendant, Addie E. Holland, in cultivating, harvesting and curing the crops upon the lands of said Frederick L. Holland, which she purchased from William H. Jones, Jr., Trustee, on the tenth day of August, 1903, as appears from a copy of the deed from him to her filed as exhibit 1. with the bill in this suit.
- 4-An account of any other matters specially stated, deemed pertinent by himself, or required to be stated by any party.

Given under my hand this 22nd. day of February, 1904, as Commissioner in Chancery of the said Court.

Lee Britt

Commissioner in Chancery.

The depositions of Addie E. Holland, ~~W. H. Holland~~

and others taken before ^{me} me, a Commissioner in chancery for the Circuit Court of Nansemond County, pursuant to notice hereto annexed, at my office in Suffolk, Virginia, on the 3rd day of March, 1904, between the hours of 6 A.M. and 6 P.M., to be read in evidence in behalf of Addie E. Holland, in a certain suit in equity, depending in the Circuit Court of Nansemond County, wherein Thomas H. Barnes, Administrator of Frederick L. Holland, deceased, is plaintiff and Addie E. Holland is defendant.

Present:-E. E. Holland, Attorney for Plaintiff-

W. J. Kilby, Attornye for Defendant-

The witness, Addie E. Holland, being duly sworn, deposes as follows:-

1-Q-State your name, age, residence and occupation-

1-A- Addie E. Holland; 33 years old; residence, Nansemond County, Va. occupation, farmer.

2-When did Mr. Fred. L. Holland ~~die~~, your husband, die?

2A-He died on the 26 of June 1903.

3 Q-Where were there any crops growing on the farm on which he lived at the time of his death? and if so, what kind were they?

3 A-Yes, sir. Peanuts, corn and sweet potatoes.

4 Q-When were these crops severed?

4 A-November 20, 1903.

5 Q-Who cultivated the crops from the time of Mr. Holland's death down to the time they were severed?

5 A-I did.

6 Q-Please state at what expense you were put to cultivate the crops?

6 A-\$568.77.

7Q-Please state, as near as you can, the items of the expense, what you paid out &c.?

7 A-I hired two monthly hands, Mr. W.L. Bittle and Mr. Harvey Bittle, and paid them \$16.00 a month apiece, and furnished them a house each at \$5.00 a month. I furnished them wood.
 (Counsel for plaintiff notes that Mrs. Addie E. Holland has in her possession or hand, a certain paper on which it appears that there are certain statements and from which it appears that she is reading, and he asks that such paper be filed with the record in this case, in order that it may be determined by the Court whether, or not, it is a proper paper from which to refresh her memory and for other reasons)

(Counsel for defendant replies that he cheerfully complies with the request of counsel for plaintiff, and files the paper.)

8 Q-Were not W.L. Bittle and Harvey Bittle employed by Mr. F.L. Holland for the year 1903 at \$16.00 a month?

8 A-They were.

9 Q-From the time of Mr. Holland's death, until the crops were matured, were they not continued in the discharge of their same duties, or work, at the same price as he had agreed to pay them monthly during the year, I mean continued by you?

9 A-They were.

10 Q-How much did you pay them, and for what time?

10 A-\$16.00 a month each, for five months each. The five months ran from June 26, 1903 to November 20, 1903, each losing twenty days.

11 Q-Did you continue from the time you purchased the land, the 10th of August 1903, to furnish the Mess. Bittle with the house ~~the~~ to live in, just as Mr. Holland had agreed to do?

11 A-I did.

12 Q-State the period which they occupied the house, and what you charged them for the use and occupation thereof?

12 A-Three months and ten days, at five dollars per month, for each.

13 Q-Did Mr. Holland's contract with them include the furnishing of fire wood?

13 A-It did.

14 Q-Did you, or did you not, continue to furnish them with fire wood during the time they were employed by you?

14 A-I did.

15 Q-For what period did you furnish fire wood, and what was such fire wood worth?

15 A-For three months and ten days each, at ten dollars each, for the whole time, making twenty dollars.

16 Q-How many horses did Mr. Holland have?

16 A-Two.

17 Q-Was one of them claimed by you under the poor law?

17 A-It was.

18 Q-Was that horse worked in the cultivation of the crops?

18 A-It was.

19 Q-What was the use of the horse ^{Worked} in that manner ^{worth} to you?
I

19 A-It was used for five months and twenty days at 16 2/3 cents per meal, amounting to eighty dollars. Mr. Alex Baker allowed me that amount per day for the horse in his work, as receiver of the Court in this case.

20 Q-Were you not entitled to certain farming utensils under the poor law, and if so, were they used in the cultivation of the crops, and how much ^{was} their use worth to you?

20 A-~~They were~~ I was. They were used in the cultivation of the crops. Their use was worth ten dollars to me. They were used five months and twenty days.

21 Q-What did you do in the matter of the cultivation of the crops from the 26 of June 1903 to Nov. 20, 1903?

21 A-I did just as my husband did before his death. I attended to and overseered all of the crops, and kept everything in general repair for farming. Had my team fed and ready to work at sunrise, hired my day hands, and paid them the prices for their work. I did everything that was necessary to be done on the farm., in working said crops in good ~~good~~ workmanlike manner.

22 Q-What were your services worth during the period named?

22 A-My services were worth \$16.00 per month for five months and twenty days, amounting to \$92.30.

23 Q-Did you, or did you not, in addition to the employment of the Mess. Bittle, employ other labor, and, if so, for what purpose, and what compensation did you pay?

23 A-I employed other labor in chopping peanuts, pulling fodder, and digging peanuts, and I paid them \$68.90 for their work, which is shown in the receipts which I now hand to the Commissioner.

24 Q-Did you furnish any nails in connection with the cultivation and saving of the crops?

(Question excepted to as leading, as Mrs. Holland appears to have already made out an account of her expenses, which she should swear and file with the Commissioner)

24 A-I did. I furnished ninety cents worth to be used in the shocking the peanuts. They were used by me.

25 Q-Did you, or did you not, use any pea poles, and, if so, how many, and what were they worth?

25 A- I did. I used seven hundred that came off my own land, that I purchased from Mr. Jones, valued at one cent each, making \$7.00.

26 Q-Did you, or did not, furnish fire wood for the use of the hands while picking off peanuts, and what was such wood worth?

26 A-I did. It was worth five dollars. I used my seasoned wood from my woodshed, or part of it from my woodshed, and dumped it at the pea-shocks where they were working in the field.

27-Q-Did you, or did not, furnish your own baskets, bags—and bags

in picking off the peanuts and scales for weighing them, and, if so, what was the value of it?

27 A-I did. I bought new baskets, nail kegs and begged boxes, and bought bags and scales to have the peas picked off and weighed, amounting to three dollars, that is, I charged three dollars for their use.

28 Q-Where were the crops that you picked off stored?

28 A-In three of my barns.

29 Q-What would you consider a fair charge for the use of the barns for storing the peanuts?

29 A-I consider it worth fifteen dollars, that is my charge.

30 Q-Did you, ~~or~~ did you not, pay any hands for picking off peanuts, and, if so, what amount?

30 A-I did. I paid them in cash \$63.32. I have my book which I now hand to the Commissioner, as that book shows the payments.

31 Q-Did not the agreement between your husband and the Mess. Bittle include the use of the horse whenever they desired to use one for their own purpose?

31 A-It did.

32 Q-Did they, or did they not, continue to use the horse which you claim under the poor law during their stay on the farm?

32 A-They did, for which I charge ten dollars, for five months and twenty days use, for both together.

33 Q-Were you, or were you not, compelled to continue the same arrangements after Mr. Holland's death in the matter of the employment of the Mess. Bittle in the cultivation of the crops just as Mr. Holland had employed them in order to properly cultivate and harvest the crops?

33 A-I was.

Cross Examination

1 Q-I understand that your husband died on the 26 of June 1903, how much corn was on hand at the time of his death?

1 A-Not any.

2 Q-How much fodder was on hand at the time of his death?

2 A-Not any, he had been buying hay for quite awhile.

3 Q-How much meat was on hand at the time of his death?

3 A-Excepted to upon the ground that the family is entitled to dead victuals on hand.

3 A-Not near what the poor law allows the widow.

4 Q-When the estate was appraised, was not your poor law allowed you?

4 A-It was not, nothing in provisions-not a cent's worth.

5 Q-Was there any meat or pork on hand at the time the estate was appraised?

5 A-There was not, only what I bought with my own money.

6 Q-You were allowed, were you not, your poor law with the exception of meat or pork?

- 6 A-I was not allowed anything ,except my poor law in corn,fodder, one horse,farming utensils,three hogs,and household and kitchen furniture,twenty bushels of potatoes,ten dollars worth of fowls.Nothing elsewas allowed.
- 7 Q-In what other property on the premises ,were you entitled to the poor law in?
- 7 A-I was entitled to two hundred pounds of bacon or pork,one barrel of flour,or enough wheat to make a barrel of flour. I asked the administrator about the poor law meat,and he said that he did not expect to give me a single pound.
- 8 Q-Is it a fact,or not,that you got all the pork and flour, either on hand,at the time of your husband's death,or at the time of the appraisement?
- 8 A-There was no flour on hand,either at the time of his death or at the time of the appraisement belonging to the estate. I got what pork was there.I suppose it was a hundred pounds.
- 9 Q- How many barrels of irish potatoes did Mr.Holland plant during the year 1903?
- 9 A-I do not know.
- 10 Q-What became of the irish potato crop that was on hand at the time of Mr.Holland's death?
- 10 A-I sold them.Out of the proceeds from the sale I paid the two monthly hands for the month of June.I bought some things for my husband which he needed while he was sick, which about consumed it all.
- 11 A-How many barrels of irish potatoes did you dig?
- 11 A-I do not remember.
- 12 Q-How many barrels of irish potatoes did you sell?
- 12 A-I do not remember.
- 13-QTo whom did you ship the irish potatoes?
- 13 A-I do not remember the name of the firm.
- 14 Q-State,if you please,the amount realized from the sale of the irish potatoes?
- 14 A-I do not remember that.
- 15 Q-Did you sell as much as one hundred barrels?
- 15 A-I did not.
- 16 Q-How many barrels did you sell?
- 16 A-I do not remember.I know there were not a hundred.
- 17 Q-Were they all shipped from Elwood?~~no,they were not~~
- 17 A-They were not.Some were sold by the bushel,some by the half bushel and some by the peck,and some given away. Some were fed to the hogs,and some to the cows.They were not all measured,so I cannot tell how many barrels there were.
- 18 Q-How much did you get for them per barrel?
- 18 A-I do not remember.

- 19 Q-Did you get \$3 or \$5 per barrel for them?
- 19 A-I did not get either price. I do not remember the prices they sold for.
- 20 Q-Did you get between those prices for them?
- 20 A-I do not remember the exact price.
- 21 Q-Did you get \$2 a barrel for them?
- 21 A-I do not remember the exact price.
- 22 Q-You say that you did not sell as many ~~as~~ ^{one} hundred barrels, did you sell as many as fifty?
- 22 A-I do not remember the exact number of barrels.
- 23 Q-Did you keep a statement of the money you paid, ^{just} as you paid it out?
- 23 A-I did not, but I know that I paid out more money for goods for Mr. Holland, my husband, while he was sick and for the two monthly hands, and for the day hands that helped to dig the potatoes. I paid them seventy five cents a day.
- 24 Q-When were the potatoes dug?
- 24 A-Some part the last of June during my husband's illness. He was sick for three weeks.
- 25 Q-How many were dug before your husband's death?
- 25 A-All of them.
- 26 Q-Were they sold in your name or in your husband's?
- 26 A-Part in my name and part in my husband's.
- 27 Q-I do not wish to misunderstand you, so I ask you again, if the entire potato crop was dug and disposed of before your husband's death?
- 27 A-They were not all disposed ^{of,} _^ no way, as part of them lay there and rotted.
- 28 Q-Were they all dug before your husband's death?
- 28 A-They were.
- 29 Q-Please state who qualified on F.L. Holland's estate?
- 29 A-Dr Thomas H. Barnes.
- 30 Q-Please state what arrangements you had with him about cultivating the crops and being paid therefor-
- 30 A-I did not have any.
- 31 Q-Please state if it was not understood in the office of the attorney for the plaintiff on the very day the deed was passed when you, doctor Barnes and the attorney for the plaintiff were all present that you should proceed to cultivate the crops for the estate and be paid therefor-
- 31 A-It was not.
- 32 Q-Please state if you did not pay your monthly hands for the month of June out of your irish potato money, as you have heretofore stated-

- 32 A-They were not my monthly hands in June .They were the hands of my husband,who were hired by him. They did not work any for me in June.I gettled with both of them at the end of the month as Mr.Holland did out of his part of the irish potato money,which I had not used for buying other necessary supplies during the month of June,which took about all of the amount.I did not keep any account of the other expenses which I had during his sickness.I do not know how much it is,but I used all of his money and some of mine.
- 33 Q-How many days did these montly hands miss between the 1st day of July and the 20th day of November?
- 33 A-They missed twenty days.
- 34 Q-You did not pay them for these days,did you?
- 34 A-I did not.
- 35 Q-Then if you paid them out of the potato money for June,and they missed between July 1st and November 20th,twenty days for which they received no pay,then is it not true that you paid them only for July,August,September and Octobeer,being four months?
- 35 A-I paid them for July,August,September,October,out of my own money.For June the money I paid them would have gone to the administrator,if there had been one,but the administrator has no right to anything that belongs to a dead person until he qualifies and administers as administrator.
- 36 Q-The purpose of this investigation,is to find out how much of your own money you expended in the cultivation of the crops,and what I wish to know is,is it not true that outof your own money you only paid your two montly hands for on ly four months-
- 36 A-I paid the two monthly hands for four months out of my own money.I went to doctor and asked him to lend me a small part of the money that he had in hand for me to help pay my hands and he remarked that he had no right to do so. No one helped me at all,to tend my crops,that is assisted me by money in any way.
- 37 Q-Then it is a fact,is it not,that when you told Judge Kilby, in answer to a question in the direct examination,that you paid your monthly hands \$16.00 each for five months,that you made a mistake-
- 37 A-I did make a mistake of one month.
- 38 Q-Then it is a fact,is it not,that the item of \$D60.00 on your account filed with your deposition ought to be \$128.00?
- 38 A-It ought not to be \$128.00,It ought to be more,I think,as well as I can recollect,the hands made about two thirds of the time in June.I have my day book at home,and can give the exact number of days they did make,but I know,for certain,they did not make full time,for the month of June.
- 39 Q-But you have said above that you only paid them out of your own funds for four months,is that true,or not?
- 39 A-It is true.
- 40 Q-When was the F.L.Holland land sold?
- 40 A-I 10th of August 1903.

41 Q-Which house did the Bittles occupy?

41 A-The ones on the north side of the Southern railroad, and the east side of the county road.

42 Q-Did each one occupy a house separately?

42 A-They did.

43 Q-Did you buy both of these houses?

43 A-I did.

44 Q-What rent did you charge for each one?

44 A-\$5.00 per month.

45 Q-What are you renting these houses for now?

45 A-These are not rented now for anything, because I rented my farm to two men to tend said farm for one third and I was to furnish them one house for each to live in to attend the said farm. This is for 1904.

46 Q-Did these monthly hands have any land in addition to the building, if so, how much?

46 A-Nothing but a small garden. Mr Holland gave them a small garden.

47 Q-Are these buildings lathed and plastered, or ceiled?

47 A-One of them is nicely ceiled, but the other is not, but it is very comfortable.

48 Q-Are there any buildings for rent in Elwood?

48 A- I do not know.

50 Q-Do you mean to tell the Commissioner that \$120 a year for those two buildings at Elwood, is a fair and reasonable rental therefor?

50 A-I do. My husband rented them out for a number of years at that price.

51 Q-What is wood worth at Elwood a cord standing in the woods?

51 A-I have never sold any wood by the cord, but have bought though, and my husband has bought wood and paid \$3.00 a cord for it, and it has been selling last fall for \$3.00, and I think my wood out to be worth \$3.00 too.

52 Q-Do you value in your account the wood furnished the Bittles at \$3.00 per cord?

52 A-I did.

53 Q-Did not the Bittles cut their own wood and haul it to the house?

53 A-They did, in their own time.

54 Q-Then you have valued your wood standing in the woods at \$3.00 per cord, is that right?

54 A-I do value my wood at \$3.00 per cord, and the reason for it I have not but a little wooded land, and do not propose to have my wood wasted without good reasons.

55 Q-How many cords of wood did the Bittles use?

55 A-I do not know exactly.

56 Q-Then how did you make out your account, guess at it?

56 A-I estimated it .

57 Q-How do get at your estimate ?

57 A-Just the time they have had to use fire for cooking purposes and all other fires.

58 Q-You have charged in your account \$10 for use of farming utensils, please state of what these farming utensils consisted?

58 A-Cart and wheels, plows, rake, drag, hoes, pitch fork, axe, wedges & harness.

59 Q-For what amount would these farming utensils sell?

59 A-If I had them to buy, I would pay somewhere between \$35.00 and \$40.00 for them.

60 Q-How long had they been in use?

60 A-Not very long, as apart of them were bought the first of last year.

61 Q-How old was the cart?

61 A-I really cannot tell, exactly.

62 Q-Was it four or five years old?

62 A-I do not know the exact age of it.

63 Q-Then in your judgment, about one tenth third of the value of the farming utensils is a fair value for same for less than six months for the use of them?

63 A-I would not furnish my tools for any less, at the price hardware is now.

64 Q-Did you have any farming utensils except what you had allowed you under the poor law exemption?

64 A-I think so. I had some repaired that the poor law did allow me after the death of my husband, and bought a few articles. I had two pitchforks and two hoes which I bought.

65-Q-

65 Q-You have got those now, have you not?

65 A-I have got them now.

66 Q-Are not your farming utensils about as good now as when they were allowed you ?

66 A-I suppose so. They were not allowed to me, until the day of the appraisement, which was on the 11th day of December 1903.

67 Q-You have in your account an item of \$80.00 for rent horse of from June 26, 1903 to November 20, 1903 amounting to \$80.00, what was that horse worth at the time of Mr. Holland's death?

67 A-To my judgment, he was worth \$150.00. My husband bought him spring before last, unbrake, and gave \$100 cash for him from Mr. Nurney unbroke.

68 Q-How many days during the five months and twenty days referred to in your account was his horse actually at work on the farm in the cultivation of the crops?

68 A-Every day that he was needed, and I had him fed three meals each day for four months and twenty days. I made a mistake in my bill, it should be four months and twenty days.

69 Q-Then your bill of \$80.00 should be credited with \$15.00.

70 Q-You have stated that this horse was used when needed, was this horse actually at work on the farm every day for a period of four months and twenty days?

70 A-It was there at all times to work on the farm when my hands thought proper to use him.

71 Q-Did you keep an account of the exact number of days that you used him for your own purposes?

71 A-Never used him myself. I cannot drive him or hitch him. I always used the horse I bought on the day of sale.

72 Q-Then if I understand you, you used the horse belonging to the estate for your purposes, and charged the estate with the use of the horse you were entitled to under the poor law for every day from the first day of July 1903 until the 20th day of November 1903, is that right?

73 A-I had no purpose to use the horse for myself that belonged to the estate only to drive occasionally myself and all other times she was used on the farm to help cultivate the crop.

74 Q-How many days did you use the horse belonging to the estate for your purposes?

74 A-Not very many, for I did not go anywhere to drive a horse unless I went to hire hands or get supplies to run said crop with.

75 Q-There are thirty one days in July, 31 in August, 30 in September, 31 in October and 20 in November, and 23 (Sundays) making 123 working days, do you mean to say that your horse was actually at work for the benefit of the estate for each one of these working days?

75 A-He was there to work at any time when needed to tend the crops. I had him fed 123 days and Sundays also, at my expense, and not at the expense of any one else.

At this point the further taking of depositions was adjourned, by consent of all parties, to March 10, 1904, at 10.30 A.M.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

THOMAS H. BARNES, Admr. F.L.Holland, deceased,

COMPLAINANT

V. In Chancery

ADDIE E. HOLLAND,

DEFENDANT

The defendant, Thomas H. Barnes, Admr. of F. L. Holland, deceased, reserving all just exceptions to the petition of Addie E. Holland this day filed, for answer thereto or to so much thereof as he is advised it is material for him to answer, answers and says;

That it is true that he received from W. H. Jones, Jr. Trustee, the amount alleged in the said petition from the proceeds of sale of the real estate sold as alleged.

That it is also true that the said Addie E. Holland, purchased, as alleged, the three or four acres of land referred to in plaintiff's petition.

That it is also true that the deeds recorded in Nansemond County Court Clerk's Office disclose that the said F. L. Holland had a very imperfect title, if any, to said above mentioned real estate, and this defendant is advised that upon her surrender and disclaimer of any interest in said three or four acres of land, by reason of her purchase as alleged, the sum of two hundred and sixty-six dollars which she paid therefor, (\$266.00), after the deduction of the value of her dower therein already received by her, should be refunded to her.

And now having fully answered the Plaintiff's petition, this Defendant prays hence to be dismissed with his reasonable costs, etc.

Thos H Barnes Admr
By E. E. Holland, his Atty

Bames, Admr.
vs. } In Chy.
Holland.

Answer of Thos.
H. Bames, Admr.,
to Addie E. Hol-
land's Petition

Filed May 25, 1904,
by leave of Court,
Milwaukee, Wt.

Bames, Admr. etc.

vs.

Holland, Addie E.

It appearing from the statements of counsel for both the Complainant and defendant that the matters in controversy have been settled between the parties, it is ordered, on motion of the Complainant, that this cause be removed from the docket.

Barnes, Admr. &c.
vs. } In Chy.

Holland.

In the Circuit Court
for the County of
Chausseward

October 12, 1904

Order

To be entered.

Robert Barnes

Entered in Chy. Order
Book No. 3. Page 607.

In the Circuit Court of the County of
Mansemond.

Thomas H. Barnes, Administrator of F. L.
Holland, deceased. Complainant

Against } In Chancery.

Addie E. Holland. Defendant.

The answer of Addie E. Holland, the defen-
dant, to a Bill of Complaint exhibited against
her in the Circuit Court for the County of Manse-
mond by Thomas H. Barnes, Administrator of F. L.
Holland, deceased, Complainant.

This respondent, reserving to herself the benefit
of all just exceptions to the said Bill, for answer
thereto, or to so much thereof as she is advised
that it is material she should answer, answers
and says:

That it is true, as stated in said Bill, that
said Thomas H. Barnes was by the County Court for
said County appointed Administrator of the estate
of said F. L. Holland, deceased, such appointment
having been made on the 11th. day of August, 1903.

That it is also true, as stated in said Bill,
that the said F. L. Holland died seized and possess-
ed of certain lands near Elwood in said County
and that during his life-time, he resided thereon
and cultivated thereon the crops usually raised in
that section of country.

That it is also true, as stated in said Bill,
that said F. L. Holland and this respondent, his
wife conveyed said lands to W. H. Jones Jr. Trustee,

along with certain personal property, by a Deed of Trust to secure to the Farmers Bank of Mansfield a certain debt in such deed mentioned, a copy of said deed is herewith filed as part of this answer and marked exhibit No. 1.

That it is also true as stated in said Bill, that after the death of said F. L. Holland, the said W. H. Jones Jr. Trustee, by authority of said deed of trust, sold the said lands for the satisfaction of said debt, such debt having become due and payable and ~~was~~ default having been made in the payment thereof, and such sale, after advertisement thereof, having been made at public auction in front of the Courthouse door of said County on County Court day, August 10th, 1903.

That it is also true that this respondent, the widow of said F. L. Holland, became the purchaser of said lands for the sum of three thousand and seventy-seven dollars

This respondent denies that the said trustee publicly announced at the time of said sale that the crops on said lands at that time would be reserved and that the purchaser of such lands would not be entitled to such crops. She avers that she was standing near the crier at the time of said sale, being deeply interested therein, and careful not to allow anything to be said or done without her hearing or observation; that such announcement as that stated was not only not made by said trustee, but that neither said crier nor any other person made any such announcement; that she listened closely to the reading by said crier of the advertisement and would have heard such announcement if it had been made; ^{(a copy of which is herewith filed and marked exhibit No. 2),} and that the said advertisement itself, contained no reservation of said crops; that she was present at

said sale for the purpose of purchasing said lands and did purchase the same as stated above; that she knew then, as she has known ever since, that she purchased not only said lands, but all the improvements, as well as said crops then growing thereon; ~~and~~ that she has continued to claim said crops from the time of said sale, before and since the deed was made by said trustee conveying to her said lands and crops; that said crops, as well as said lands, have been in her possession ever since her purchase thereof; that at the maturity of said crops, she proceeded to harvest them and has continued to do so as they have matured, and to pay the expense thereof; that she has never admitted to said administrator or any other person that such crops constituted any part of the estate of said F. L. Holland to be administered by said administrator; that from the time of her purchase until recently she was not disturbed by said administrator or any other person in her management and control of said crops for her own benefit; that it is only since she has severed said crops or the greater part thereof at her own expense that the said administrator has asserted any claim or right thereto. She denies that she has talked with said administrator as to the payment by him of any expenses to be incurred in saving said crops. She admits that she talked with him concerning the advancement ^{to her} of money on account of her distributive share of said estate which money she proposed to use in the payment of said expenses, thereby paying such expenses out of her own money.

X She denies that there is any error or mistake in said deed and that the said administrator has any right whatever to ask that said deed be corrected and reformed ~~at all~~ and, especially, to set forth any facts other than those already therein contained.

This respondent also denies that the said trustee by oversight or mistake failed to reserve said crops in the deed which he made conveying said land and crops to her. She calls attention to the fact specially, that tho' said sale was made on the 10th. day of August 1903, the said deed from said trustee conveying said lands and crops to her was not made until the 3rd. day of September 1903, thus affording him, the said trustee, ample time to carefully and accurately prepare said deed, and she avers that he did so prepare said deed and did execute and deliver the same ^{to her} without any reservation therein of said crops, thus doing in accordance with the ^{terms of} said sale. X

This respondent denies that she expressed to said administrator willingness to deliver possession of said crops to him to be appraised and by him sold, as he might think best.

This respondent admits that she has refused to deliver possession of said crops to said administrator, being satisfied that they belong to her and that he had no right whatever to them.

This respondent denies that said administrator is entitled to take possession of said crops, to have them appraised, and to dispose of the same for the benefit of said F. L. Hollands estate, and she alleges that he is not entitled to the benefit of the injunction awarded on the 14th of November 1903 to ~~said~~ ^{him} administrator on his motion, and the prayer of said Bill enjoining and restraining her, her agents, attorneys and employees from removing or disposing of said crops and leaving said administrator to take possession

thereof, to have the same appraised and to sell the same for the benefit of said F. L. Holland's estate, against her will, greatly to her annoyance, and to her injury and damage.

This respondent admits that there is in her possession, other than said crops, certain personal property belonging to the estate of said F. L. Holland and which should long since have been taken charge of by said administrator; and she avers that she has not refused to surrender possession thereof to said administrator and permit the same to be appraised and sold. On the contrary, she has frequently besought the said administrator to take possession of such other personal estate (save such as she and her children are entitled to under section 3653 of the Code of Virginia), and proceed to administer the same, but he has thus far neglected and refused to do as she has desired in this respect.

This respondent alleges that, pending the adjudication of the differences between said administrator and herself, the said administrator should not be allowed to take possession of her said crops and proceed to dispose of the same, as by operation of said injunction he is not only allowed to do, but has actually proceeded to do by advertising said crops for sale, but some impartial and disinterested person should be appointed to receive said crops, to sell the same and hold the proceeds of the sale, subject to the order of court, upon the adjudication of the rights of said administrator and herself with respect thereto.

In consideration whereof this respondent being without remedy save in a Court of Equity, where matters of this kind are alone and properly cognizable, prays that said injunction be dissolved and that the said administrator be enjoined and restrained from taking her said crops into his possession and disposing of them in any manner ~~and~~ ^{or} for any purpose, and from molesting and annoying her concerning the same, ~~and~~ from interfering with her in her possession and enjoyment thereof; that some impartial and disinterested person be appointed to receive said crops, to sell the same and hold the proceeds of the sale as aforesaid; that it may be adjudged, ordered and decreed that said crops or the proceeds of the sale thereof belong to her and that such proceeds be paid to her, she being entitled thereto by virtue of her purchase aforesaid; that the said administrator may be directed and required to take possession of said personal property (other than said crops and ^{other property} such, as she and her children are entitled to, by virtue of said section of said Code), and proceed to have the same appraised and to administer the same according to law; that an account of his transactions as said administrator may be taken, stated and reported to Court; that no decision be rendered, and no decree entered correcting or reforming in any manner said deed conveying said lands and crops to her; that all proper decrees and accounts may be taken and proper inquiries directed; that such compensation be allowed her counsel as may be deemed

proper to be paid out of such funds as may
come under the control of the court in this suit,
for his services in her behalf; ~~the~~ and that all
such other, further and general relief may be
granted this respondent as the nature of her case
may require or to Equity shall seem meet.
And this respondent will ever pray etc.

Addie E. Holland,

Milbur J. Kilby, p. d.

Virginia,
County of Mansemond, to wit:

This day personally appeared before me,
Bradford Kilby, a Notary Public for the County
aforesaid in the State of Virginia, Addie E. Hol-
land, whose answer is above written, and made
oath that the statements contained in said an-
swer, so far as made of her own knowledge,
are true and, so far as made from knowledge
or information derived from others, she believed
to be true.

My term of office expires on the 17th day
of July 1906.

Given under my hand this eighteenth day
of November 1903.

Bradford Kilby,
Notary Public.

In the Circuit Court for the County of
Mansemond in Vacation on the 19th day
of November 1903

Thomas H. Barnes, Administrator of F. L. Holland,
deceased. Complainant

Against } In Chancery

Addie E. Holland. Defendant.

On the motion of the defendant, Addie
E. Holland, by counsel, and for good cause
shown, ~~Alexander H. Baker~~, Sheriff ^{of Mansemond County,} is appointed
Receiver of the crops ~~that were growing~~ on the
lands of ^{which} F. L. Holland, ^{deed signed and possessed} at and near Elwood,
which lands were sold ^{on 10th day of August 1903} to said Addie E. Holland
by W. H. Jones Jr., Trustee, under and by virtue of
a deed of trust made by F. L. Holland and said
Addie E. Holland, his wife on the 14th day of June 1900.
and duly recorded on page 418, in Deed Book number
46 in the Clerk's office of the County Court for said
County, and which by deed dated 3rd day of Septem-
ber 1903 and recorded in said office were conveyed
by said trustee ~~to~~ ^{to} said Addie E. Holland. And the
said receiver is directed to take possession of said
crops, make an inventory thereof and sell the same
at public auction for cash after advertising times,
place and terms of the sale for a reasonable time
in such manner as he may deem best, and
deposit the proceeds of the sale in the Farmers
Bank of Mansemond to his credit as such

receiver, subject to the order of court, and make report to court of his transactions.

But before the said receiver shall proceed to execute this order, he shall execute and acknowledge before the clerk of said Circuit Court in his office, a bond in the penalty of _____ dollars with sufficient security, payable to the commonwealth of Virginia and conditioned for the faithful discharge of his duties under this order and all future orders or decrees herein.

Robert R. Hunt

To the Clerk of the
Circuit Court of the County
of Mansemond. }

Entered in Chancery Order Book
No 3 Page 543.

Bames, Admr.

vs. } In Chy.

Holland.

Answer of
Defendant
and
order appoint-
ing Receiver

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

TO THE HON. R. R. PRENTIS, JUDGE OF SAID COURT.

Your Complainant, Thomas H. Barnes, Administrator of F. L. Holland, deceased, respectfully shows unto the court the following case;

That on the _____ term, 1903, of the County Court for the County of Nansemond, he was appointed, duly qualified and gave the required bond with security, as the Administrator of F. L. Holland, deceased, and proceeded to administer his estate; a certificate of his said qualification is herewith filed, marked exhibit "A" and asked to be read as a part of this bill. That at the time of the death of the said F. L. Holland, he was seized and possessed of a certain tract of land near Elwood, in Nansemond County, Virginia, and on which, before his death, he had resided, and cultivated thereon the usual crops for that section. That the said farm, along with other property, had been conveyed by the said F. L. Holland and wife to W. H. Jones, Jr. Trustee, to secure a certain debt therein specified, due and owing to the Farmers Bank of Nansemond; that soon after the death of the said F. L. Holland the said W. H. Jones, Jr., Trustee, default having been made in the payment of the debt secured as aforesaid, advertised the said property for sale at public auction, in front of the Courthouse door of Nansemond County; that on the _____ day of _____, 1903, the said farm was sold as advertised, but before the sale thereof, the said W. H. Jones, Jr., as said Trustee, publicly announced that the crops on said farm would be reserved, and that the purchaser of same would not be entitled thereto. That at said sale Mrs. Addie E. Holland, the widow of the said F. L. Holland, deceased, became the purchaser of said property, having made the highest bid therefor; that after said purchase, and before the deed was made to her, she made no claim to the crops, but, on the contrary, talked with the Administrator as to the payment of certain expenses necessary to be incurred in the saving of said crops, and agreed to save the same upon the payment of said expenses. Soon after said sale the said W. H. Jones, Jr., Trustee, made to the said Addie E. Holland a deed for said property, a copy of which is herewith filed marked exhibit "B" and asked to be read as a part hereof, but in said deed the said W. H. Jones, Jr,

Trustee, by an oversight or mistake, failed to reserve said crops, although on the day of sale the same had been reserved, were not sold and the purchaser of said property told that she would not be entitled thereto. That after said sale the said Addie E. Holland proceeded to save said crops and expressed to said Administrator her willingness to deliver possession thereof and have the same appraised and sold whenever he thought best to do so. That within the past few days the said Addie E. Holland, notwithstanding the fact that that she did not purchase said crops and is not entitled to the same, has made claim thereto, has refused to deliver possession thereof and permit the same to be appraised, and has threatened to dispose of the same and use the proceeds of sale thereof for her own benefit. She claims that the Administrator is not entitled thereto and shall not dispose of same, alleging that, as the same were not reserved in the deed, she is entitled thereto, notwithstanding the same were reserved on the day of sale, and notwithstanding she purchased said property with full notice and knowledge that she would not be entitled to said crops. Your Complainant is advised that the said crops are assets which should come into his hands and be appraised and that he is entitled to take possession thereof and to dispose of same for the benefit of the said F. L. Holland's estate. But your Complainant alleges that unless he has the aid and protection of the court he will be unable to get possession thereof, the said Addie E. Holland refusing to put him in possession thereof, and, therefore, he will be unable to properly administer the said estate.

Your Complainant further alleges that said F. L. Holland was, at the time of his death, possessed of certain other personal estate now in the possession of said Addie E. Holland, his widow, which ought to be appraised and sold, but she refuses to surrender possession thereof and to permit same to be appraised and sold. Your Complainant further alleges that said Addie E. Holland is in possession of said crops and said other personal property by reason of her possession of said farm as aforesaid, and until a few days ago believed and understood that she held same subject to the will and order of your complainant.

In tender consideration whereof, and for as much as your Complainant is remediless, save in a court of equity, where matters of

this kind are alone and properly cognizable, your Complainant prays that the said Addie E. Holland may be made a party defendant to this bill and required to answer the same, but an answer under oath is waived: that an injunction may be awarded your Complainant enjoining and restraining the said Addie E. Holland, her agents or employees, from removing or disposing of said crops and property of said F. L. Holland, and from interfering with the Administrator in taking possession thereof and having same appraised and sold for the benefit of the estate; that an order may be entered by this court directing, if necessary, that the same shall be delivered to your Complainant, who shall be authorized to dispose of same: that the proceeds of sale of said crops and property may be held subject to the future order of this court and distributed under its direction; that the said mistake in drawing up the said deed as aforesaid may, if necessary, be corrected and the said deed reformed so as to set forth and express the true agreement and contract between the said parties; that an account may be taken of the amount due and owing by the said F. L. Holland's estate or your Complainant to the said Defendant for expenses incurred in harvesting and saving said crops; that the estate of said decedent may be administered and settled under the guidance and direction of this Court; that proper process issue; that all proper decrees and accounts may be taken and proper inquiries directed; that proper counsel fees may be allowed to the Attorney prosecuting this suit; and that all such other, farther and general relief may be granted your Complainant as the nature of his case may require or to equity may seem meet.

And your Complainant will ever pray, etc.

E. E. Holland,
Adm.

Thomas H. Barnes
Adm. F. L. Holland's Estate

NANSEMOND COUNTY To-wit:

This day personally appeared before me the undersigned, a Notary Public for the said County, Thomas H. Barnes, Admr. of F. L. Holland, and made oath that the statements made in the foregoing bill he believes are true.

Given under my hand this *14th* day of November, 1903.

J. P. Lee N.P.

Bames, Admr.
vs. } In Chy.
Holland

Bill