

1907-010

Nansemond Co (Suffolk)

Chancery Causes: E. Joyner VS Sarah C Horrell et al

Everett, Brewer, Suffolk Loan Co I, Carr, Copeland

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

-e-----

E. Joyner

v.

Sarah C. Harrell,

R. H. Harrell,

W. Thomas Harrell,

S. E. Everett, Trustee,

R. L. Brewer and Julia Everett, trading as
Suffolk Loan Company.

Issue summons in Chancery to 1st June, 1906, Rules.

Pay \$1.50

McLeone & Conlitt
p.q.

E. Joyner
vs. In Chancery
Sarah H. Harrell to her

7 Copies

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Sarah C. Narrell, R. N.
Narrell, W. Thomas Narrell, S. E. Everett
Trustee, R. L. Brewer and Julia Everett
Trading as Suffolk Loan Company*

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 *June 1906*, to answer
a Bill in Chancery, exhibited against *them*
in the said Court by *E. Joyner*

and have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this *15th* day of
May, 190*6*, in the 1*30*th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

R. R. Smith
By A. H. Somers Deputy Clerk

M. Lemore Corbett p. q.

E. Joyner

vs.

In Chancery.

Sarah C. Warrell
and others

1906

June

Rules.

First

Monday.

Nansemond Circuit Court

Process Book No. _____

Page _____

Received this 16th day of May 1906. by delivering a true copy of the within process, to Sarah C. Warrell, D. C. Court Justice, R. & Davis and Julia Corbett. trading as Outfall & Son Company, in person.

R. & Warrell and Thomas Warrell not being found at their usual places of abode I delivered a true copy of the within process to their mother Sarah C. Warrell a female member of the family over the age of 16 years whom I found there and explained its contents to her.

✓
A. M. B. A. H. C. W.
John

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah C. Harrell, R. H. Harrell,
W. Thomas Harrell, S. E. Everett Trustee, R. L. Brewer and Julia
Everett trading as Suffolk Loan Company

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 June, 1906, to answer
a Bill in Chancery, exhibited against them
in the said Court by E. Joyner

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 15th day of
May, 1906, in the 13th year of the Commonwealth.

A copy—Teste: R. R. Smith, CLERK.

Teste: R. R. Smith, CLERK.

E. Joyner Deputy Clerk

E. Joyner Deputy Clerk

W. L. More & Corbitte, p. q.

A copy for
W. Thomas Nance

vs. } IN CHANCERY.

190 *6*

June Rules.

First Monday.

NANSEMOND CIRCUIT COURT.

Process Book No.

Page

E. JOYNER, being duly sworn, testified as follows:

Examined by Mr. McLemore:

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

A. 37, merchant, reside at Holland, and am plaintiff in the suit.

Q. You have a note against S. C. and R. H. Harrell for the sum of \$186.27 filed in the papers as Exhibit A. Is that note due and payable or has any portion of it been paid?

A. It is due and payable and nothing has been paid on it.

Q. You have entered suit here against the makers of the note and W. Thomas Harrell. What connection is W. Thomas Harrell to them?

A. He is their son.

Q. You have charged in your bill of complaint that S. C. Harrell and R. H. Harrell executed a conveyance to W. Thomas Harrell, conveying a tract of land near Holland, Virginia, to their son, W. Thomas Harrell, for an invaluable consideration, and that same was made with intent to hinder, delay and defraud the creditors of S. C. Harrell and R. H. Harrell. Please state what, if any, conversation you have had with either of the defendants since execution of this deed with reference to same?

By Mr. Withers: Question and answer thereto excepted to, for the reason that an admission by Richard Harrell should not bind his wife or son, and that for other reasons such testimony is independent.

A. The first conversation I had with anyone connected with it was with ^{R. H.} Mr. Harrell three or four days after this deed went to record on the 7th of May, at my store, and I asked Mr. ^{Holland} Holland, after I told him about seeing the deed which he made to his son, if his son had paid him that money, and Mr. ^{Holland} Holland said no, he

had not paid him a cent of the money named in this deed. He did not say anything about what he had paid.

Q. Did he say anything about his son having paid Mrs. Harrell, his mother, any consideration?

A. I don't remember his having said anything of the kind.

Q. Was this deed made before or after a notice had been served on these people for judgment?

A. It was made afterwards.

Q. About how long afterwards?

A. About four days afterwards.

Q. When you say four days, do you mean that it was ^{written} recorded four days afterwards, or recorded four days?

A. If it was dated the 7th it was four days afterwards, but as it appears to be dated on the 5th, it was two days afterwards.

Q. What, if anything, and where, have you heard W. Thomas Harrell say about this matter, and the circumstances connected therewith?

A. On the 16th of May in my store at Holland, in the presence of J. R. Holland, J. F. Carr and S. E. Howell, W. Thomas Harrell told me he had paid nothing on this deed dated May 5th, ~~but~~ that from time to time within the past two or three years, he had paid something on an old deed of trust. I think he said to the Suffolk Loan Company, but I will not be sure.

Q. Did you give him any notice that day about future payments on account of this deed of trust?

A. I told him not to pay any money on this consideration at all, as he would probably have to pay it again.

Q. Who has been living on the land described in the deed for the past three or four years?

A. Mr. R. H. Harrell, wife and family, or part of his family.

Q. Are they still living there?

A. Yes.

Q. What do you consider the property worth?

A. I consider the property to be worth about \$400.

Q. Who has been running the farm during the period mentioned above?

A. I think Mrs. Harrell has been running the farm. Sometimes I think one of her sons would help her to farm some, and sometimes another would help her, but I am not sure about that.

Q. Do you know who has been buying the supplies for the farm?

A. At the time this deed was made to me, Mr. and Mrs. Harrell were buying supplies. Since, I don't know who has been buying them

Q. When were the goods sold them covered by the note which forms the basis of this suit?

A. I think it was in the year 1900, and probably in 1900 and 1901.

CROSS EXAMINATION.

By Mr. Withers:

Q. What was the consideration for the note given, and sued on here?

A. Feed, fertilizer, land plaster and general merchandise.

Q. To whom was it charged?

A. To Mr. and Mrs. R. H. Harrell.

Q. You sold in 1902 a part of the land on which Mrs. Harrell and her family resided, did you not?

A. Yes, I sold a part of the land. I don't remember the year.

Q. To whom did you sell it?

A. To Sarah C. Harrell and R. H. Harrell.

Q. Are you not mistaken, did you not sell it to Sarah C. Harrell?

A. Possibly I did. It may have been Mrs. Harrell.

Q. In both of these transactions, was not Mrs. Harrell the responsible party with whom you dealt? A. I considered her so.

Q. At that time was she not the supporter of the family, and looked upon, for the purpose of credit, as the head of the family?

A. Yes.

Q. Do you remember the verbal terms upon which you sold Mrs. Harrell this farm?

By Mr. McLemore: I except to the question and answer because irrelevant, and having no bearing upon any question in this case.

A. I do not.

Q. Do you understand by the deed from Sarah C. Harrell to W. Thomas Harrell, dated May 5th, 1906, that W. Thomas Harrell paid Richard H. Harrell anything for that deed?

By Mr. McLemore: I object to the question, because the record speaks for itself and is filed in the cause.

A. I understand that Sarah C. Harrell and R. H. Harrell could have shared the money, could there been any money paid.

Q. Who says any money was paid to Richard Harrell or Sarah C. Harrell? A. Nobody says so.

Q. What did you do with the note given you as consideration for the sale of this land by Mrs. Sarah C. Harrell?

A. The land that I sold her? I ~~it~~ deposited that in the Bank of Suffolk as collateral security.

Q. Was this collateral enforced?

A. The bank took this collateral, and if I am not very much mistaken, Mr. R. W. Withers paid the Bank of Suffolk for this note

and took it for himself.

Q. Then the Bank collected the note?

A. Yes, the Bank collected the note.

Q. From that time on, do you know who has been running the farm on which Mrs. Harrell resides?

A. I think Mrs. Harrell has been running it most of the time. Some times one son, some times another, helps her.

Q. This deed dated May 5th between Sarah C. Harrell and R. H. Harrell, and W. Thomas Harrell, recites that the consideration for the deed is: "The assumption of the debt now due by me to the Suffolk Loan Company, and in further consideration of \$300. and other valuable consideration." Do you know whether or not W. Thomas Harrell has assumed the payment of the debt mentioned here?

A. I do not.

Q. Do you know whether or not W. Thomas Harrell has paid for, but not to, Sarah C. Harrell and R. H. Harrell \$300.?

A. I know he has not.

Q. How do you know? A. He Said so.

Q. Your testimony given here is not to that effect. You testify that Richard Harrell said that Tom Harrell had not paid him any of the money on the deed mentioned. My question is, do you know whether Tom Harrell paid for, but not to, Sarah C. Harrell?

A. Tom Harrell told me on May 16th, in my store, that he had paid none of the \$300. named in this deed.

Q. Did he mean that he had not paid the money to Richard Harrell?

A. He meant that he had paid it to nobody.

Q. Did he not mean that he did not claim to have paid the money to Mr. and Mrs. Harrell?

A. As said before, I say he said that he had paid some money from time to time on an old deed of trust held by some party in Suffolk.

Q. Then the gist of what he said was that he had not paid any of the money to Mr. and Mrs. Harrell, but had paid money to ~~a~~ some other creditors in Suffolk on an old deed of trust? Is that correct?

A. Yes.

Q. Do you know whether or not W. Thomas Harrell has for the past three years been largely supporting his mother and father and their family, or contributed largely to their support?

A. I do not know.

Q. Has not Tom been living with his father and mother on this place since you sold it to Mrs. Harrell?

A. He has made that his headquarters all the time, I think.

Q. Is he not a married man?

A. Yes.

J. F. CARR, being duly sworn, testified as follows:

Examined by Mr. McLemore:

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

A. 18, Holland, clerk in feed house for Mr. Joyner, and know the parties to the suit.

Q. Tell what you know, if anything, about a conversation between Mr. R. H. Harrell and Mr. Joyner, and between Mr. W. Thomas Harrell and Mr. Joyner?

A. Mr. Dick Harrell came into Mr. Joyner's one day, and Mr. Joyner began to question him and ask him about who he paid the money

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to, Mr. ~~XXXX~~ Harrell, or who did he pay it to, and he said Tom had not paid any money to him, but all the money he had ever paid he had helped to pay to the Suffolk Loan Company on an old note. Mr. W. Thomas Harrell he came there one day after the conversation, and Mr. Joyner asked him if he had paid money to his father and he said he had not paid anything. All he had paid was on that old note to Suffolk Loan Company.

Q. Did he say anything about how much he had paid?

A. No, sir, he said he had helped to pay, but did not say how much.

Q. Did you hear Mr. Joyner say anything to him about not paying any of this \$300. to anybody until this suit was settled?

A. I do not remember.

Q. Who was present when Mr. Joyner had the conversation with Mr. Dick Harrell?

A. I do not remember who was present then.

Q. Who was present when he had the conversation with Mr. Tom Harrell?

A. Mr. J. R. Holland and Mr. Howell. Don't remember initials.

CROSS EXAMINATION.

By Mr. Withers:

Q. Referring to the conversation with Mr. Dick Harrell, I understand your testimony to be that when asked by Mr. Joyner to whom Tom had paid the money, that he (Mr. Dick Harrell) said that Tom had not paid him any money, but had paid money on an old note due Suffolk Loan Company?

A. Yes, sir.

Q. Did Dick Harrell also state that ~~Tom was going~~ ~~himself was out~~ to pay the balance of the note.

A. He did not.

Q. He did state, however, that Tom had paid Mr. Walter Barrett

and other merchants store accounts for the family?

By Mr. McLemore: Question excepted to because irrelevant.

A. I don't know anything about it.

Q. You don't pretend to remember everything that Tom said in the conversation with Mr. Joyner, do you?

A. No, I do not pretend to remember everything.

Q. As I understand you, Tom said that he had not paid any money directly to his father or mother, but that he had paid on this debt that they owed to Suffolk Loan Company?

A. He said that all he had paid was paid on that old note to Suffolk Loan Company.

Q. Did he not claim that he had paid a large sum for them on this debt.

A. He did not say anything about a large sum at all, but did say that he had helped them to pay something on the Suffolk Loan Company debt.

Q. Did he not claim that he had been running the farm for two or three years?

A. He did not say.

Q. Did he not say something about taking care of his mother?

A. I don't remember.

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A. Yes.

Q. Do you know whether or not W. Thomas Harrell has for the past three years been largely supporting his mother and father and their family, or contributed largely to their support?

A. I do not know.

Q. Has not Tom been living with his father and mother on this place since you sold it to Mrs. Harrell?

A. He has made that his headquarters all the time, I think.

Q. Is he not a married man?

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J. F. CARR, being duly sworn, testified as follows:

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to, Mr. KXXM. Harrell, or who did he pay it to, and he said Tom had not paid any money to him, but all the money he had ever paid he had helped to pay to the Suffolk Loan Company on an old note. Mr. W. Thomas Harrell he came there one day after the conversation, and Mr. Joyner asked him if he had paid money to his father and he said he had not paid anything. All he had paid was on that old note to Suffolk Loan Company.

Q. Did he say anything about how much he had paid?

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Q. Did you hear Mr. Joyner say anything to him about not paying any of this \$300. to anybody until this suit was settled?

A. I do not remember.

Q. Who was present when Mr. Joyner had the conversation with Mr. Dick Harrell? A. I do not remember who was present then.

Q. Who was present when he had the conversation with Mr. Tom Harrell?

A. Mr. J. R. Holland and Mr. Howell. Don't remember initials.

CROSS EXAMINATION.

By Mr. Withers:

Q. Referring to the conversation with Mr. Dick Harrell, I understand your testimony to be that when asked by Mr. Joyner to whom Tom had paid the money, that he (Mr. Dick Harrell) said that Tom had not paid him any money, but had paid money on an old note due Suffolk Loan Company?

A. Yes, sir.

Q. Did Dick Harrell also state that ~~Tom was going~~ to pay the balance of the note.

A. He did not.

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and other merchants store accounts for the family?

By Mr. McLemore: Question excepted to because irrelevant.

A. I don't know anything about it.

Q. You don't pretend to remember everything that Tom said in the conversation with Mr. Joyner, do you?

A. No, I do not pretend to remember everything.

Q. As I understand you, Tom said that he had not paid any money directly to his father or mother, but that he had paid on this debt that they owed to Suffolk Loan Company?

A. He said that all he had paid was paid on that old note to Suffolk Loan Company.

Q. Did he not claim that he had paid a large sum for them on this debt.

A. He did not say anything about a large sum at all, but did say that he had helped them to pay something on the Suffolk Loan Company debt.

Q. Did he not claim that he had been running the farm for two or three years?

A. He did not say.

Q. Did he not say something about taking care of his mother?

A. I don't remember.

The depositions of W. R. Copeland and others, taken before me, Emma King, a Notary Public for the county of Nansemond pursuant to agreement of all parties, at the office of Robert W. Withers, in Suffolk, Virginia, on the 27th day of December, 1906, between the hours of 10 A. M. and 6 P. M., to be read as evidence in behalf of Sarah C. Harrell in a certain suit in equity depending in the circuit court for the county of Nansemond, wherein Elihu Joyner is plaintiff and Sarah C. Harrell and others are defendants.

Present: Robert W. Withers, attorney for the defendants.

J. U. Burges, attorney for the plaintiff.

W. R. Copeland being duly sworn, deposes as follows.

Direct examination by Mr. Withers.

Q.- Do you know the land on which Tom Harrell and Dick Harrell and their families now live?

A.- Yes sir, I certainly do. It is a place they bought from my uncle J. R. Butler. His mother bought it but I think they have made some change.

Q.- Who uses the farm, or the land, now?

A.- Tom has been there every since 1902. It went into his name since then.

Q.- How do you know this?

A.- Because he hired my boys from me and he paid me. He sold the crop in his own name, so it must have been his. He paid for all the work done there and has every since then.

By Mr. Burges: So much of the answer that has reference to the sale of the crop is excepted to, unless it be shown that the witness knows of his own knowledge of the said sale.

Q.- How do you know Tom sold the crops in his own name?

A.- He sold them to Mr. W. T. Barrett I think, but I am not sure.

Q.- Why do you think so?

A.- Because I heard some one say so?

Cross Examination by Mr. Furgus.

Q.- Where did Mr. Tom Harrell live prior to the time that he went to live on this farm?

A.- He was living at his mothers.

Q.- Then if I understand you Mr. Tom Harrell has lived with his mother and had charge of his land since 1902?

A.- Yes sir.

Q.- That makes how many years?

A.- The last day of this year four years.

Q.- Did he begin to farm the first of the year?

A.- He commenced in 1902.

Q.- When did he hire your boys?

A.- 1902. It has been little over four years but not five until next summer.

Q.- Prior to 1902 who operated the farm?

A.- He I reckon, he hired my boys.

Q.- In the year 1901 who ran it?

A.- J. W. Harrell.

Q.- Who is J. W. Harrell? I mean by that what relation is he to Mrs. Sarah C. Harrell?

A.- Her son.

Q.- Is he older or younger than Tom Harrell?

A.- Older.

Q.- Where does Mr. Richard H. Harrell live?

A.- He lives right there.

Q.- What did he do in the year 1902?

A.- He worked about wherever he could get a days work.

Q.- Did he ever work for his brother?

A.- He worked on the Southern Railroad; his brother is section master. He works some there now.

Q.- What Thomas Harrell are you talking about.

A.- This gentleman right here. (witness pointing to Mr. Thos. Harrell).

Q.- How many brothers has Mr. Richard Harrell?

A.- Not but one and that is J. B. Harrell.

Q.- Did you not speak of J. W. Harrell?

A.- That is Mr. Richard Harrell's son.

Q.- Where did J. W. Harrell work in the year 1901?

A.- He lived on the farm with Tom and his mother.

Q.- Which is the older, J. W. Harrell or W. Thomas Harrell?

A.- J. W. Harrell.

Q.- Who did you say hired your boys?

A.- W. Thomas Harrell.

Q.- J. Walter Harrell lived on the farm with his brother, W. Thomas Harrell, and helped him run it, did he not?

A.- No sir he did not in 1902, but in 1901 he did.

Q.- Where has Mr. J. W. Harrell lived for the last three or four years?

A.- He lives on a piece of land this side of Tom's. It is about four acres right this side.

Q.- What is his general occupation, I mean, in what business does he devote most of his time?

A.- Huckstering.

Q.- What has he been doing mainly for the last three or four years?

A.- Working about in saw mills and where he could get day labor.

Q.- How many days in the year 1901 did your boys work for Mr. W. T. Harrell?

A.- Neither one worked in 1901.

Q.- How many in the year 1902?

A.- I do not remember, it was either two days or two days and a half. I think it was some where about two days.

Q.- How much did he pay them a day?

A.- One thirty cents and the other forty cents.

Q.- Who would he settle with, them or you?

A.- With them. He hired them and he settled with them.

Q.- How much did they work for him in the year 1903?

A.- I do not remember whether they worked any for him in 1903 or not.

Q.- How many days in the year 1904 did they work for him?

A.- I think they worked one day and a piece. It was just one of them, not both.

Q.- What is the oldest one's name?

A.- John J.

Q.- How much did he pay him for that day?

A.- Forty cents.

Q.- In what month was this work done?

A.- I think it was in October as well as I can recollect. He helped shock peanuts.

Q.- Most peanuts in your vicinity are dug during the months of October and November, are they not?

A.- Yes sir.

Q.- Where did Mr. Harrell see you in 1904 when he employed your boys to work for him?

A.- I don't remember. I don't know whether it was at Buckhorn or at home, but I think it was at home.

Q.- Did he come to your house?

A.- I don't remember. It might have been.

Q.- Where were you when he paid you the forty cents for your boy's day's work?

A.- I reckon I was at home, I never kept no account of it.

Q.- Is it not a fact that he sent you the money by some one?

A.- I don't remember. He paid me, I got the forty cents.

Q.- Is it not a fact that he sent you the money by his brother?

A.- I don't remember it has been so long. I never took any notice of it, but I don't think he did.

Q.- In what month in the year 1905, if at all, did your boys, or either one of them, work on this farm?

A.- I think they helped one day or a day and a half or two days. They helped to shake out some peanuts.

Q.- Where were you then when he employed them?

A.- I was at Buckhorn.

Q.- Where were you when he paid the money?

A.- I don't remember.

Q.- Do you know whether he paid you or sent it to you?

A.- I think he paid it to me himself.

Q.- Tell me as nearly as you can about what language he used at Buckhorn when he employed your boys, that is, how did he bring up the subject?

A.- I do not recollect. I don't know.

Q.- The day you mentioned is the only time during the year 1905 you now recall that your sons worked for Tom Harrell.

A.- Yes sir and when it goes to the language he used I do not recollect.

Q.- In the year 1906 did your boys work for Mr. Harrell?

A.- No sir. If they did I didn't know nothing about it.

Q.- Now if I understand you they worked a day and a half in 1902?

A.- Yes sir.

Q.- Not at all in 1903 but a day and a half in 1904?

A.- I think so, about 1903 I am not sure.

Q.- One day or a day and a half in 1905 and not at all in 1906?

A.- Yes sir. They might but not as I know of; if they did he paid them for that. I would let them work around sometimes and make some extra if they could, it was alright with me.

Q.- Did Mr. Harrell always come to you himself to employ your boys or did he send you a message by some one?

A.- Sometime he would send me a message.

Q.- Do you know wh he sent you a message by?

A.- I do not, I never took no notice of that.

Q.- As I understand you you do not recall the language he used, that is, the words he spoke when he employed them?

A.- No sir, I do not.

Q.- Do you of your own personal knowledge know to whom the crops on this farm were sold, and, if so, state when and where they were sold and who sold them?

A.- I saw some sold. Tom sold them to Mr. Barrett at Buckhorn.

Q.- That year was this?

A.- I think it was last year's crop and he sold some before that. You know I never ran a man down to see if he sells his crop, it is none of my business.

Q.- Tell me everything you know about these sales which Mr. Thomas Harrell sold to Mr. Barrett.

A.- I don't know anything about it except I saw him take them over there and sell them. I had nothing to do with Mr. Barrett's business.

Q.- Just tell me everything you know and everything you saw.

A.- Mr. Barrett said he bought them, I don't know nothing about it. I don't even know what he sold them for.

Q.- How many peanuts did he sell, how many cart loads?

A.- I don't know.

Q.- How many different carts were hauling them?

A.- I don't know nothing about that.

Further than this the deponent saith not.

Signature waived.

W. R. Harrell being duly sworn deposes as follows.

Examined by Mr. Withers.

Q.- Please state your name, age, residence and occupation and if you know Tom Harrell and Elihu Joyner?

A.- W. R. Harrell, about 47, near Buckhorn, I know the parties named.

Q.- Do you know the lot of land on which Tom Harrell, R. H. Harrell and Sarah C. Harrell live?

A.- Yes sir.

Q.- Please state who farms this land now?

A.- Tom Harrell has been farming there for the last few years so far as I know.

Q.- How far do you live from this tract of land?

A.- It is a little better than a mile or something about a mile.

Q.- How do you know Tom Harrell has been running the farm for the last three or four years?

A.- Well I go to Hollands Corner right often and I pass by and see him at work there.

Q.- Do you know whether he sold the crops?

A.- No sir I do not.

Q.-

Cross Examination by Mr. Burges.

Q.- Where did Mr. R. H. Harrell live during the time about which you spoke, say, from 1902 to 1906.

A.- He lived right there with his family.

Q.- How old is Mr. Harrell?

A.- I could not tell you.

Q.- Is he able to work?

A.- I suppose he is.

Q.- Did you ever see him at work on the farm?

A.- I hardly ever saw him.

Q.- Where does he generally work?

A.- I could not tell you that.

Q.- Have you ever seen Mr. J. W. Harrell at work on the farm?

A.- I see him knocking about there, I do not know whether he was working there or not.

Q.- What have you seen Mr. Thomas Harrell doing?

A.- I have seen him ploughing, hauling dirt, ditching and doing everything.

Q.- But you do not know who sold the crops?

A.- No sir, I don't know anything about that. I live further down the road and when I get ready to go to Hollands Corner or anywhere I see him.

Q.- As a matter of fact is it not true that all you know and all you are willing to testify is that you have seen Mr. Thomas Harrell at work on this place?

A.- I certainly have.

Q.- That is all you have said and know about this?

A.- Yes sir, I know something about his receipts, he paid taxes and dues on it because I saw some of his receipts. He showed me a good many of them.

Q.- Who showed you these receipts?

A.- He showed them to me all along when he got them.

Q.- Will you please specify who gave the receipts that you saw in or about what year they were dated and for what they were given.

A.- I never took any particular notice of that only he showed me he was at Buckhorn he would show me and say look here what I had to pay out to day and so on.

Q.- How would these receipts read?

A.- I did not read them at all.

Q.- Do you recall anybody that signed any of them?

A.- No sir, I do not remember, I noticed the amount and that is all. I can't read much any way.

Q.- And you didn't read any of the receipts?

A.- No sir. I just noticed the figures on the receipts and that is all.

Further than this the deponent saith not.

Signature waived.

William Drewry being duly sworn deposes as follows.

Examined by Mr. Withers.

Q.- Please state your name, age, residence and occupation and if you know Thomas Harrell and Elihu Joyner.

A.- William Drewry, 53 year old next spring, near Buckhorn about a mile from there, laborer, I know them when I see them and that is about all.

Q.- Do you know the land on which Thomas Harrell now lives?

A.- Yes sir.

Q.- Did you ever work on that land?

A.- Yes sir.

Q.- For whom did you work?

A.- Thomas Harrell.

Q.- When did you work?

A.- Next spring it will be four years.

Q.- Who hired you?

A.- Thomas Harrell.

Q.- Who paid you? A.- Thomas Harrell.

Q.- How long did you work?

A.- A day and three quarters.

Cross Examination by Mr. Burges.

Q.- Who else worked with you?

A.- Charlie Harrell.

Q.- Who is Charlie Harrell?

A.- Mr. Thomas Harrell's younger brother.

Q.- What did Mr. Thomas Harrell do?

A.- He was at Holland's working on the railroad.

Q.- Did I understand you to say that the day and three-quarters you worked there that Mr. Thomas Harrell was at work on the railroad at Holland and his younger brother worked and no one else worked?

A.- Yes sir.

Q.- Where were you and Mr. Harrell standing when he employed you to go to work?

A.- Right at my house.

Q.- Do you remember about what he said when he employed you, what words he used?

A.- He wanted me to plant some peanuts for him. I had a planter and he didn't have one. I had already planted for myself, and he wanted me to plant for him.

Q.- Where was Mr. Richard Harrell?

A.- He was working about?

Q.- Did you see him there the day you worked there?

A.- Yes sir I saw him the first day. He went away and I do not know where he went.

Q.- You do not know whether or not he was off somewhere at work?

A.- No sir I do not know.

F. R. McClenny being duly sworn deposes as follows.

Examined by Mr. Withers.

Q.- Please state your name, age, residence and occupation and if you know Thomas Harrell and Elihu Joyner.

A.- F. R. McClenny, 25, about one and one-half miles from Buckhorn, farmer, I know the parties named.

Q.- How far do you live from the place on which Tom Harrell resides?

A.- Three-quarters of a mile as near as I know.

Q.- For how long, if at all, has Tom Harrell been working that farm?

A.- Been working it four years going on five now, because I know I have worked for him.

Q.- When did you work for him?

A.- I worked in 1902 and off and on every since.

Q.- Who hired you?

A.- Mr. Thomas Harrell.

Q.- Who paid you? A.- Mr. Thomas Harrell.

Q.- What kind of work did you do?

A.- I cut wood and worked by the day for him.

Q.- What kind of work by the day?

A.- I worked out in the field.

Cross Examination by Mr. Burges.

Q.- How many days in 1902 did you work for him?

A.- I could not tell, I was working for him and for myself too. I could not tell you because I do not know.

Q.- Give me some idea?

A.- I worked something like two weeks and it might have been three weeks.

Q.- Where was Mr. Walter Harrell?

A.- I could not tell you I never kept no account of him.

Q.- Did you ever see him?

A.- I saw him some time first one place and then another. Sometimes he would be on his farm.

Q.- How far was that from this?

A.- It wasn't far, about two or three hundred yards.

Q.- Was that place got a residence or house on it?

A.- Yes sir he lives in it.

Q.- Did he live by himself?

A.- He lives with his wife, he has been married about five years.

Q.-

Counsel for plaintiff objects to witness being interrupted by other witnesses in the room.

Q.- Tell me something about Mr. Richard Harrell.

A.- He was working about. He was first on the railroad and then somewhere else. I have worked for him.

Q.- Where was he working when you worked for Mr. Richard Harrell?

A.- We were all about first one place and then another.

Q.- What kind of work does Mr. Harrell do?

A.- He works on the railroad mostly.

Q.- How much per day does he generally make when working on the railroad?

A.- I could not tell you.

Q.- Does Mr. Thomas Harrell work on the railroad.

A.- Sometimes, he worked on there a year or two ago.

Q.- Does Mr. Walter Harrell work on the railroad?

A.- I don't know nothing about it.

Q.- What does he do mostly now?

A.- Huckster.

Q.- When you were there at work did Mr. Thomas Harrell work with you?

A.- Mr. Thomas Harrell was beating about tending to his own business.

Q.- Did he ever work in the field with you?

A.- Yes sir.

Q.- Part of the time he would be off attending to some other business or work?

A.- Yes sir, but what he was doing I do not know.

Q.- If you do not know what he was doing how do you know he was at work?

A.- I know he went off to work.

Q.- Don't Mr. Walter Harrell generally work when he goes away?

A.- Yes sir.

Q.- Don't Mr. Richard Harrell generally work when he goes away?

A.- Yes sir, when he goes off to work.

Q.- All of them work pretty well, don't they?

A.- Yes sir as well as I know they all do.

Q.- One of them, Mr. Walter Harrell, is now doing the huckstering business and Mr. Thomas Harrell is running the farm, and Mr. Richard Harrell works about on the railroad?

A.- Yes sir, wherever he can get a job.

Q.- When you were there to work you sometimes worked by yourself and sometimes Mr. Thomas Harrell worked with you?

A.- Yes sir.

Further than this the deponent saith not.

Signature waived.

W. Thomas Farrell being duly sworn deposes as follows.

Examined by Mr. Withers.

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

A.- W. Thomas Farrell, 26 years my last birthday, near Buckhorn, farming; I know the parties to the suit.

Q.- In this answer to this suit you say that sometime ago you bought this land, involved in this issue, from your mother, please tell me in your own way who your mother bought this land from and why she sold it to you and what you paid for it.

A.- I cannot give the facts about when she bought the land because when she bought it I was working off. I went home in 1902 and she said as long as I was weakley and if I would finish paying for the land she would give it to me and a deed for it, she said she thought I needed it and I told her if she would give me a deed for it I would finish paying for it. I went to work then and cut wood and hired wood cut and paid \$100 on the land in April I think of that year. The next year I farmed on the land and sold \$100 or more of peanuts, I do not remember just how much, I paid another hundred dollars on it to Mr. Brewer. One day she was sitting by the fire when she spoke about dying and I said "Mama if you would die where would my money go that I have paid on this land" and she said just as soon as I get able I will make you a deed to the land and before she could get off down here they sent her summons to come to trial and we come to town and fixed the deed.

Q.- When the land was turned over to you who then held the note and deed of trust on the land, the Bank or the Suffolk Loan Company?

A.- Suffolk Loan Company.

Q.- Do you know how long after the Suffolk Loan Company took up this debt before the land was turned over to you?

A.- I do not exactly.

Q.- From that time on who paid the interest and the principal to the Suffolk Loan Company?

A.- I paid it. I brought some myself, sent some by my father, sent some by my brother, got checks from Walter Barrett and sent some by mail.

Q.- Will you please file with this deposition the receipts for this interest and principal paid to the Suffolk Loan Company.

A.- (Receipts are here filed marked "exhibit A".

Q.- I notice that many of these receipts are in the name of Richard H. Harrell, did Richard H. Harrell pay any of this money?

A.- No sir, only what I sent by him.

Q.- Why do the receipts read in his name?

A.- Because the deed of trust was against him I suppose.

Q.- I notice that many of these receipts do not bear any amount, simply say, interest on loan to a certain date, will you please indicate what amounts were paid on these receipts.

A.- \$2.00 for some, \$5.00 for some and \$2.50 for some.

Q.- Can you tell me what is the full amount you have paid to the Suffolk Loan Company as interest on this debt?

A.- I cannot.

Q.- Do you remember how many months you paid \$5.00 a month?

A.- I paid \$5.00 one month, the first month I paid interest.

Q.- One month or two months?

A.- One I think.

Q.- For how many months afterwards did you pay \$2.50?

A.- I cannot tell. Two or three or it might have been more.

Q.- How often do you have to pay interest on this debt?

A.- Every month.

Q.- What is the present rate you pay per month

A.- \$2.00

Q.- How much have you paid on the principal?

A.- \$200.00

Q.- What was the original amount of this debt due the Suffolk Loan Company?

A.- \$380.00.

Q.- So you now owe them \$180.00.

A.- Yes sir.

Q.- In the deed from your mother it is stated that you are to pay the balance on this land. At the time you took the land how much was then due on it?

A.- \$180.00 at the time the deed was made to me.

Q.- My question is, "How much was it when you first took the land?"

A.- It was \$380.00.

Q.- How much did this land cost when your mother bought it from Joyner?

A.- I do not know.

Q.- The deed from your mother also states that you had paid large sums to, or, for her, amounting to \$300, please state how this was paid.

(Question objected to on the ground that it misstates the ^{language of} knowledge of the deed.

A.- The first \$100 I paid I borrowed money from Mr. Ballard and cut wood and paid him back but he paid Mr. Brewer the first \$100.

Q.- We are not talking about the same thing. I will ask another question. Before you bought this land from your mother please state whether or not you or your father supported her.

A.- I bought what I saw fit for her and I reckon he did the same. If I saw she needed anything I got it.

Q.- Was this before or after you were 21 years old?

A.- After I was 21.

Q.- Your father has stated that he works off staying away from home sometimes as much as a month or more, that he spends some of his money for drink and frolics; that he does not have anything to do with the farm, please state whether or

not you have helped to support his family in his absence?

A.- I have.

Q.- Will you file some statements or bills showing what support you have given your mother and her family?

A.- I will file them (Filed marked "Exhibit B".)

Cross Examination by Mr. Burges.

Q.- Do any of these receipts which are filed show on their face that they were paid by you for your mother or your father?

A.- I don't know as they do.

Q.- They simply show, do they not, that you have paid the money to the man who gave the receipt.

A.- Yes sir.

Q.- The deed to you made by your mother mentions the sum of \$300 is this \$300 made up out of accounts that you have paid for her?

A.- No sir, the accounts were separate from them.

Q.- Have you paid her this \$300?

A.- No sir.

Do you still owe it to her?

A.- No sir. She gave it to me.

Q.- Then as I understand you the deed was \$300000 but afterwards she gave you in this \$300?

A.- She gave to the land to me if I would finish paying this \$300 and I do not have to pay her her, I had to pay Mr. Brewer.

Q.- And after you had paid the Suffolk Loan Company the land was to be yours?

A.- The land was to be mine.

Q.- Then the land will be yours without paying her \$300 more in cash?

A.- It will be mine without paying her anything.

Q.- That is really what you are paying for the land is it not, the amount of the debt due the Suffolk Loan Company?

A.- Yes sir.

Q.- And that is all that you are paying for the land?

A.- Yes sir.

Q.- That is the contract made between you and your mother?

A.- Yes sir.

Q.-How long before this deed was made was it that your mother got a notice of a suit to be brought against her?

A.- I do not know, I cannot read or write either one. I suppose it was a week or ten days, or, it might have been longer.

Q.- Did your mother understand what the paper was when the paper was served on her?

A.- I reckon she did.

Q.-She knew that they were trying to sell her land?

A.-She thought they were trying to sell mine.

Q.- This deed was made to keep them from selling this land?

A.- No sir.

Q.- Why was it made?

A.- Because I earned it and had paid my dues that I was to pay on it.

Q.-If the deed had not been made they could have sold the land could they not?

A.- I reckon they could.

Q.- You knew that didn't you?

A.- I reckon I did, I don't know.

Q.-And you mother did then?

A.- I don't know, I am not answering any questions for my mother.

Q.- Did you and your mother talk it over?

A.- Nosir.. No talking was done about it.

Q.- Didn't you and your mother talk over this deed after the suit was brought?

A.- Yes sir we talked it over.

Q.- And didn't you decide that something had to be done?

A.- I decided that at first.

Q.- Mr. Harrell, when you paid bills for your mother did you charge them up to her, that is, held them against her and expected her to pay them back?

A.- No sir I thought she give me a plenty to not charge her anything.

Q.- In other words, Mr. Harrell, have you not all during your life whenever you were able given your mother anything that you thought she needed and could spare it?

A.- I have and will yet.

Q.- You are not dealing with her, or your father either for that matter, like you would an ordinary business man?

A.- No sir.

Q.- And if she really needed this place to-day and was suffering for it you would give it back to her?

A.- If I could do ^{without} it myself I would.

Q.- You would certainly divide it up with her?

A.- I certainly would.

Q.- Therefore, Mr. Harrell this deed was not made because you were afraid you were going to lose something by your mother but to keep you from losing some by Elihu Joyner.

A.- Yes sir.

Q.- But if Elihu Joyner got hold of this land you would lose something by it would you not?

A.- I reckon so.

Q.- And you wanted to keep him from getting hold of it?

A.- No if it was his.

Q.- When you made this deed you did not consider that you were paying your mother anything more than what you had paid for her to the Suffolk Loan Company?

A.- I did not consider I was paying her anything. I considered I was paying the Suffolk Loan Company.

Q.- And that is all you are paying for this place?

A.- Yes sir.

Q.- Where did you go to make this deed?

A.- Come right here to town?

Q.- Did you tell the man that wrote the deed about this?

A.- I don't know as I did, but I don't think I did.

Q.- Are you sure that you didn't tell him anything?

A.- I think I am.

Q.- Did you bring the paper that was served on your mother with you that day?

A.- No sir.

Q.- Have you brought any other?

A.- I brought a summons myself that was served on me after the deed was made.

Q.- But you didn't bring the other summons at all?

A.- No sir I have not had another. No sir.

Q.- Did you talk to any lawyer about contesting or fighting the first suit.

A.- No sir. I talked to him about making me a deed that is all I talked about.

Q.- Did you ever make any effort, or did your father or mother make any effort, to fight the first suit.

A.- I don't understand about the first suit.

Q.- Mr. Harrell you do know, do you not, that two or three days or before this deed was made that an officer came to your mother's house, or your house, and served a paper?

A.- No sir I do not.

Q.- Then if I understand you when he came down here to have this deed made you did not know anything about any suit at all?

A.- No sir.

Q.- How did you come down here?

A.- I don't remember.

Q.- You do not know whether you came on the train, in a buggy or in a cart?

A.- I don't remember but I think I came on the train I am not sure.

Q.- Who came with you?

A.- Well I do not know who came with me, if we came on the train all of us came, if we came on the cart all of us came.

Q.- Did your mother come?

A.- Yes sir.

Q.- Did your father come?

A.- Yes sir.

Q.- Did any other member of your family come?

A.- I do not know as they did .

Q.- And then you just decided that day without knowing anything about the suit or that Mr. Joyner had sued , to come down here and make that deed?

A.- No sir, nothing like that.

Q.- Now Mr. Harrell how was it then that you came to make this deed?

A.- I decided that when the deed was made that the land was mine when I finished paying for it.

Q.- Did you go to your mother and ask her to go to Suffolk and make the deed?

A.- I did.

Q.- What day was it that you first asked her?

A.- I do not know what day.

Q.- Do you know whether it was the day before you came to make the deed that you asked her to make it?

A.- I do not know whether it was the day before or two days before.

Q.- It was certainly within a week?

A.- Yes sir.

Q.- Is it not a little strange Mr. Harrell that from 1902 to 1906 that you had let this property stand just as it was notwithstanding the fact that during that time you had made large payments , that you should wait until two days after a notice of a suit was served on your mother to then take up the idea that you must have a deed at once and yet not know anything about this suit, do you not think this a little strange that these two things should happen at the same time?

A.- Nosir it didn't seem strange to me. I didn't have sense enough to know anything. I didn't know anything was against them or the land and don't know it yet except what you say.

Q.- But you do know that the day that you came down here that the sheriff had been to your mothers house?

- A.- I know he had been there but I did not know there was anything against the land to bother me.
- Q.- I understood you to say just now , I may be mistaken, that the day you came here that you didn't know anything about this suit, that Mr. Joyner had brought against your father and mother, did you say that?
- A.- I said I didn't know anything about the suit I said I had a notice the day I had my deed made.
- Q.- Mr. Harrell you would not have a notice the day you came down here, you didn't get your notice until after the 15th day of May and your deed was made on the 5th day of May.
- A.- I got my notice after my deed was made and recorded let it be when it was.
- Q.- But I think you said that you brought a notice down here with you , you must have been talking about your mother's notice that you brought with you that day , were you not?
- A.- I didn't know that I was.
- Q.- If you were not talking about your mother's notice whose notice were you talking?
- A.- I was talking about my own I reckon. Do you want to see it? I will show it to you. (Here filed marked "Exhibit C")
- Q.- But Mr. Harrell that notice is dated the 14th day of May and this deed is dated on the 5th day of May so you could not have been talking about this notice.
- A.- (Pause---I am waiting for you to answer Mr. Harrell) I have answered all I know how to answer.
- Q.- Now Mr. Harrell you said that the day you came down here you brought a notice ; there was only one notice served at that time and that was the notice of a suit which was served on you or your father and mother, is this the notice you were talking about?
- A.- I have never had a suit entered on me. I can not tell unless you read it.

Q.- Well any how you brought a notice, didn't you?

A.- I brought a notice day after I got my deed or sometime, I don't remember.

Q.- But you said just now that you brought a paper with you the first time you came down here, that is, the day that the deed was given to you, what notice was that?

A.- I don't know.

Q.- The sheriff had left ^{it} at your house, or somebody?

A.- Somebody had left one there.

Q.- And you do not know what it was?

A.- No sir.

Q.- And you brought it down here and asked a lawyer what it was?

A.- I don't know that I did.

Q.- But you brought it and you came to Suffolk and it was two days after the notice was served, that is true is it not?

A.- I don't know.

Q.- Do you remember exactly what you said to the lawyer?

A.- No sir.

Q.- Do you remember anything that your mother said to him?

A.- No, sir, I do not. I remember some words about the place but I cannot put it together.

Q.- Do you know this much Mr. Harrell, that she told him that she wanted to make the deed to you?

A.- Yes, sir, I remember that.

Q.- And you told her you wanted a deed?

A.- Yes, sir, I didn't know you were talking about the deed I thought it was the notice.

Q.- Now are you prepared to say, or, will you say, that when you were talking to the lawyer about the deed that you never said anything about the sheriff having come to your house,

A.- No, sir.

Q.- Did your mother?

A.- I don't know, sir. I won't say that she did.

Q.- Did you and your mother come to the lawyers office together?

A.- Yes, sir.

Q.- You were in the room all the time she was?

A.- Yes, sir.

Q.- And you did not hear her say anything about this paper?

A.- No, sir, I did not.

Q.- Now Mr. Harrell I want you to think, You had gone on there for four years you had not been in any particular hurry about getting this deed, you had made two large payments on the deed of trust and didn't demand a deed, but, finally one day the sheriff came to your house and left a paper, two days after you and your mother and your father came to Suffolk to see a lawyer to make the deed and didn't ask that lawyer what the sheriff came to your house for, or, what that paper meant?

A.- I didn't, but it didn't concern me.

Q.- And your mother didn't ask him?

A.- Not that I know of.

Q.- What time in the month does your interest come due?

A.- the first day.

Q.- On the first day of May of this year you paid the Suffolk Loan Company \$2.00 didn't you?

A.- I don't know whether it was run over or not. Sometimes I can't get down the first day and sometimes I get there about the middle of the month.

Q.- Did anybody tell you then that you ought to get this deed when you paid interest that time?

A.- They had nothing to do with it as I know of.

Q.- Now Mr. Harrell how did you get to talking about this deed and why at this special time did you come down here?

A.- I told you awhile ago that Mama was sitting by the fire one day and she said she didn't expect to live much longer and I said what would become of the money I had paid on the land and she said as soon as she got able she would go to town and make me a deed for it.

Q.- And that is all that happened?

A.- That is all that happened between us.

Q.-How many days afterwards was it that you came down here?

A.- I do not know.

Q.- Where were you working in May ?

A.- I was around home.

Q.- Where were you the day the sheriff came?

A.- I don't know, sir. I wasn't there.

Q.- What time did you go home that evening?

A.- I don't know, sir.

Q.- What did your mother say to you about the sheriff's coming?

A.- She didn't say nothing to me about the sheriff coming.

Q.- Think and see if you cannot remember?

A.- I have done and thought.

Q.- When was the first time that she did speak to you about the notice

A.- After I got my deed and that notice was sent to me she spoke to me about it.

Q.- Not before?

A.- No, sir.

Q.- How did you happen to have the notice the day you came down here if she had never spoken to you about it?

A.- I didn't say I never had seen it.

Q.- You had seen it but she had not talked to you about it?

A.- I reckon so.

Q.- I don't want you to reckon, if you don't know say so. If you

A.- Had not seen it or if you do not remember seeing it, I want you to say so.

A.- I remember seeing it but I don't remember what it was.

Q.- Where did you first see it.

A.- At Mr. McLemore's office.

Q.- How did you bring it down here if you had never seen it before.

A.- I have never seen it.

(Question excepted to)

Q.- But have we not been talking about the time the notice

was brought by the sheriff?

A.- The sheriff never brought but one notice there. Mr. King brought a notice there.

Q.- Now tell us about that?

A.- I got nothing to do with that it was not mine.

Q.- But you know Mr. King brought it?

A.- No, sir.

Q.- But you saw him?

A.- No sir.

Q.- How do you know?

A.- I heard them talking about it.

Q.- Who told you that Mr. King brought a notice?

A.- I think I heard my mother speak about it.

Q.- Was that before you got your deed?

A.- Yes, sir.

Q.- How many days before?

A.- I do not know sir.

Q.- About how many days?

A.- I can't tell about how many.

Q.- But Mr. Harrell you do know whether it was two months or 60 days?

A.- I do not know. It was not that.

Q.- Was it ten days? A.- I could not tell to the day.

Q.- Tell me as near as you can? A.- I don't know, I told you.

Q.- Well, was it thirty days?

A.- I don't know whether it was thirty days or ten days.

Q.- Is that the notice that you have been talking about that you brought with you? A.- No, sir.

Q.- What notice were you talking about that you brought with you?

A.- Nothing concerning that.

Q.- What was it concerning?

A.- I did not have a thing concerning it until after I got my deed.

Q.- Mr. ^{and} ~~Holland~~ you state you brought a notice with you. I want to know what sort of notice that was?

A.- What sort of notice it was? I just told you it was not concerning this.

Q.- Then I ask you what was it concerning?

(Question excepted to as irrelevant by Mr. Withers, the witness having stated that it did not concern this inquiry).

A.- Suppose I was to have a thousand notices for anything else, was I bound to tell you? I done told you that I did not get but one notice concerning this, and I got that after A got my deed.

Q.- You can refuse to tell me if you wish, Mr. Harrell, and I will not ask you about it any more. Do you wish to refuse to tell me?

A.- I don't if it was any notice concerning this business.

Q.- Do you refuse to tell me what it was concerning?

A.- Do I refuse?

Q.- Yes, what it was about?

A.- Yes, sir.

Q.- Then, as I understand you to refuse to tell what the notice was about that you said that you brought with you the day the deed was made, I will ask you no further questions on this subject.

(Counsel for plaintiff here notes conversation held between witness and Mr. R. H. Harrell).

(Counsel for defendant: This is positively denied by everybody in the room).

(Witness states: "I can tell you what he said," indicating Mr. Wm. Drewrey, "He said 'hold to what you have,'" pointing to paper held in the witness' hand.)

(Counsel for plaintiff notes that Mr. Drewrey here saus "I told him to hold to what he had." Counsel for plaintiff now requests that other parties who are present in the room, and who are not upon the witness stand, refrain from making remarks or either talking to the witness, and requests counsæl for defendant to excluse such parties from the room if they persist in what they are doing).

Q.- Mr. Harrell, is there any other explanation that you wish to make of the remark made by Mr. Drewrey to you?

A.- No, sir, not a word.

Q.- Mr. Harrell, Mr. Joyner in his testimony says that on the 16th day of May in his store at Holland, in the presence of J. R. Holland J. F. Carr and S. E. Howell that you told him that you had paid nothing on the deed dated May 5th, but that from time to time within the past two or three years you had paid something on an old deed of trust. Will you please tell me if this statement is correct?

A.- Paid on what?

Q.- An old deed of trust---that is, the Suffolk Loan Company?

A.- I don't understand it.

Q.- In other words, Mr. Harrell, Mr. Joyner says that you told him that you had not paid anything except what you had paid on the deed of trust which the Suffolk Loan Company held.

A.- I told him I had not paid anybody but the Suffolk Loan Company.

Q.- Did he tell you on that date not to make any more payments on account of the deed of trust.

A.- No, sir, He did not.

Q.- You say positively, then, that Mr. Joyner did not, on the 16th day of May in his store at Holland, in the presence of J. R. Holland, J. F. Carr and S. E. Howell, tell you not to make any future payments on account of the deed of trust?

A.- I did not. I had been down to Wilson Holland's after a bridle bit and plow point, and as I came along back Mr. Joyner comes out and calls me and hands me that letter, and I told him I could not read that letter, and he said come in and he would read it to me, and he read it to me, but I don't remember what the letter said, but I remember what he said to me, he says, "don't you pay nare nuther cent on that loan." I says "why." He says "just because." I says, "why not." He says, "because you better not." He says, "how much have you paid on that land?" I told him how much, and he says, "well, you better not pay any more." I says, "Huh," and walked out of the door. This is all I said.

Q.- You sayd you told him how much you paid. How much did you tell him that you had paid?

A.- Paid \$200. and interest up to then.

Q.- Was that said in the presence of those gentlemen?

A.- I don't know, sir, I don't think there was anybody by Carr's boy. There might have been, I won't say as there was'nt.

Q.- Mr. Harrell, Mr. J. F. Carr says in his testimony as follows:

"Q. Did he say anything about how much he had paid?" Mr. Carr answered: "No, sir, he said he had helped to pay, but did not say how much." Is that correct?

A.- I don't know, sir.

Q.- I did not ask you if that was what Mr. Carr said, I asked if it was right?

A.- I told you what was right first time, what I told Mr. Joyner.

Q.- Mr. Harrell, before this deed was given had you ever presented an account to your father and mother for these bills for which you show receipts and ask them to repay you?

A.- No, sir.

Q.- Why did you not ask them to pay you back?

A.- Because I did not think it was their business to pay me back.

Q.- You never expected them to pay you back when you paid the bills, did you?

A.- No, sir, I did not.

RE-DIRECT: BY Mr. Withers:

Q.- Mr. Harrell can you read and write?

A. No, sir, I cannot.

Q.- Mr. Harrell, here are some notes made payable to Ben Britt, one for \$36.00 and one for \$37.25, signed by yourself and your mother; some other notes dated in 1905, payable to K. E. Barrett & Company, \$20.00, \$27.50 and \$12.50, and an open account for \$68.13. Did you pay these notes?

A.- I did.

Q.- What were they given for?

A.- Well, there was one of them given for guano and land plaster, and the others was given for what was used in the family.

Q.- What family do you mean?

A.- Me and my wife, and me and my mother and other smaller brother. My smallest brother stays with me there and I give him his board.

Q.- I notice that the receipts for the interest from the Suffolk Loan Company, filed as Exhibit A are principally in the years 1904--~~and~~ 1906. Where are the receipts for 1902 and 1903?

A.- I don't know, sir.

Re-Cross Examination: By Mr. Burges.

Q.- What was the note given to B. C. Britt for?

A.- A trade in horses, \$37.00.

Q.- Who got the horse by the trade, you? A.- Yes, sir.

Q.- Here is another note for \$37.25 given to B. C. Britt. This is the same note, is it not? A.- Yes, sir.

Q.- What is this note for \$23.50 payable to K. E. Barrett & Company for? A.- Land plaster and guano.

Q.- You used it, did you not? A.- Yes, sir.

Q.- Here is a note payable to Sarah C. Harrell made to you for \$20.00 A.- That was for stuff used in the family.

Q.- Who was this note given to, it was in July of last year? It is not marked paid? A.- I don't know now.

Q.- This account of W. T. Barrett's seems to be for peanut bags, twine and cash. Who got these goods? A.- I got them.

(It is agreed between counsel that in view of the fact that as Mr. Burges, acting counsel for plaintiff, is not familiar with the evidence or the suit, that any legal objections that may have been made to the taking of testimony, can be made at the hearing.)

And further this deponent saith not.

Signature waived.

J. W. Harrell, being duly sworn, deposes as follows.

Direct examination by Mr. Withers:

Q.- What is your name, age, residence and occupation, and do you know the parties to this suit?

A.- J. W. Harrell, 28, near Buckhorn, I know the parties to the suit.

Q.- What relation are you to Tom Harrell and to R. H. Harrell?

A.- R. H. Harrell is my father, and Tom my brother.

Q.- Mrs. Sarah C. Harrell? A.- Mother.

Q.- Please state what are the lands on which your brother and mother live, and what land you live on?

A.- They live on the land did belong to Julius Butler. I live at a place belonging to Dennis Cohoon, colored.

Q.- From whom was the Julius Butler land bought?

A.- My mother bought it from E. Joyner.

Q.- About what time did she buy this land, if you recollect?

A.- I disremember exactly. I never paid any special attention what year it was she bought it in.

Q.- Where did you get the land on which you live? A.- Me?

Q.- Yes? A.- I got it through my mother.

Q.- Did she make you a deed for the land?

A.- My brother did. She bought it and turned it over to him and he gave me a deed for it.

Q.- When did Tom take charge of the farm on which he now lives?

A.- 1902.

Q.- Do you know why the farm was turned over to him?

A.- Why it was turned over to him? Well, because he wanted it.

Mamma said she was getting old, and if he would pay what was due on it she would give it to him.

Q.- Did he agree to finish paying for the land? A.- Yes, sir.

Q.- Who has been working the land since the year 1902?

A.- My brother Tom.

Q.- How do you know?

A.- I have seen him at work, and I have helped him some myself.

Cross examination by Mr. Burges:

Q.- You spoke of an agreement between your mother and your brother, that is that your mother turned over the land to your brother.

About when was that done, what year?

A.- A. 1902. He commenced to work some time last of 1903, I suppose, I don't know what day of the year or month. He took hold the first of 1902.

Q.) Where was this agreement made?

A.- There at home I suppose.

Q.- Did they draw up any writings, or simply have an understanding?

A.- I could not tell you. I heard Mamma say she had turned it over to Tom. He was going to finish paying for it and have the place.

Q.- Who did she tell that to, you?

A. Yes, sir.

Q.- Did you hear any conversation between your mother and brother about it?

A.- I disremember, that is we talked it over one night, and she said she had turned it over to him, and I said, Mamma I paid for the old place, and what was I getting, anything or nothing, and Tom said I will give you what belongs to you, I will give you the old place back after I get done paying for it, if I redeem it I will give it back to you."

Q.- Do you know how much was due on the place at that time?

A.- I do not sir. I think somewhere about \$180.00.

Q.- You believed that if they were going to give him that place that you ought to have something for what you had done?

A.- Yes, because he was to finish paying for the place, and the 4 acres which I lived on was mortgaged in with the place he had.

Q.- And you felt that as you worked there together, and he was

going to have something, you ought to have something, and he agreed to make it right with you by deeding you the other place, and so far as you know he went and paid the balance?

A.- I don't know sir. He has paid the interest on it ever since.

Q.- How do you know that he paid the interest?

A.- Yes, I brought it for him and paid it.

Q.- How much was it? A.- \$1.50 or \$2.00.

Q.- How many times did you do this?

A.- I brought it down here three or four times.

Q.- Did you ever bring more than \$2.00 at a time?

A.- Hardly came with less or more than that.

Q.- About how much? A.- What I wanted to spend.

Q.- I mean how much did you pay on it?

A.- Oh, he never sent any more than to pay his interest by me.

Q.- And he has since that time made you a deed for your place.

A.- Yes, sir.

Q.- How old are you, Mr. Harrell? A.- 28.

Q.- How old were you when you first began to work for your mother on the place? A.- I don't know exactly, could not tell you.

Q.- Did you do any work before you were 21?

A.- Yes, sir, from since I was large enough to drop corn.

Q.- About 10 or 11 years? A.- About 9.

Q.- About that time, from 8 or 9 years, you did what kind of work you could do?

A.- Yes, sir, mother and father hired me out, and I worked at home.

Q.- Did you work just like your brother?

A.- I worked until I became free.

Q.- Did you stop working as soon as you got free or continue to help them?

A.- I worked all along, staid with them until I got married.

Q.- You never dealt with them, your father and mother, like you did with other people, charging them so much a day and making them pay

up at the end of the time?

A.- I never charged them so much a day, and when I worked for them I farmed for them on shares. Done it one year or two.

Q.- What year was that?

A.- 1901.

Q.- Where was your brother that year?

A.- I don't know, went around working at different places.

Q.- Did you work all the farm on shares that year?

A.- I worked it all that year.

Q.- If he did any work on the farm, he was, then, working for you?

A.- Yes, sir, unless my mother hired him and taken it out my part. I was working on shares.

Q.- You do not remember whether you worked one year or two years on shares. After your brother after your brother got to farming did you work for him sometimes?

A.- Not unless he hired me.

Q.- Did you keep a regular account with him?

A.- Yes, he paid me for what I worked for him, in the peanut field shocking peanuts for him, cut wood for him, hopped him haul, worked right smart.

Q.- What is your father's line of work?

A.- Public work, sometimes on railroad, sometimes carpentering, anything he can catch up day or two at the time.

Q.- What do they generally pay for this working on the railroad?

A.- Well, now, they pay on the Seaboard \$1.00 white men, colored 85 cents, on the Southern about 80 cents.

Q.- He right often worked with your brother on the Southern?

A.- Yes, mostly, but some on the Seaboard.

Q.- Was Mr. Harrell, your uncle, once a section foreman on the Seaboard?

A.- Yes, sir.

Q.- Then your father worked on the Seaboard, and when your uncle came to the Southern he worked with him?

A.- My father worked on the Seaboard some while my uncle was section foreman on the Southern.

Q.- Did your father ever do any work for your brother there on the farm?

A.- I don't know sir. Yes, I think he has cut wood for him, him and myself together on partnership.

Q.- What do you think the farm is worth that your brother works on?

A.- Don't know, sir.

Q.- What would you give for it?

A.- I really don't want it.

Q.- You know about the value of land in your neighborhood?

A.- Pouquosin land is not very valuable. I reckon it is worth about \$2.50 per acre.

Q.- Then the land would be worth something like \$90.00 or \$100.00?

A.) I suppose it would be worth \$100.00.

Q.- How much did you pay for your place?

A.- I think it was \$30.00 or \$35.00, it was four acres.

Q.- You don't know how much the deed of trust was when your brother took charge of it, do you?

A.- I do not, no, sir, I think it was somewhere about \$180.00, I am not positive.

Q.- Do you know how much is owing on it now?

A.- He owes \$180.00, I think, right now, I am not positive.

Q.- Who holds the deed of trust?

A.- Suffolk Loan Company; I paid the money to them.

Re-Direct Examination: By Mr. Withers.

Q.- You have said that your brother Tom agreed to pay the balance on the land?

A.- Yes, sir.

Q.- Please state how much had been paid on the land ~~for~~ by your mother, Sarah C. Harrell?

A.- Why she paid \$100.00 on it, I think.

Q.- You say you paid the interest money for Tom Harrell to the Suffolk Loan Company. How did these receipts given you by the Suffolk Loan Company read---to Tom Harrell or R. H. Harrell?

A.- Well, I got one or two to Tom Harrell, the rest were to R. H. Harrell from Suffolk Loan Company.

Q.- Who paid the money? A.- Why I paid it.

Q.- I mean whose money was it? A.- Tom Harrell's money.

Q.- Did R. H. Harrell ever pay any interest money to the Suffolk Loan Company that you know of?

A.- Not as I know of; if he did he paid them something he owed them.

Q.- But on this debt he never paid anything so far as you know?

A.- No, sir.

Re-Cross Examination: By Mr. Burges.

Q.- You are not prepared to say of your own knowledge that he did not ever make payments?

A.- Never paid any interest on that land as I know of, not since mamma turned it over to Tom.

Q.- You don't understand my question. Can you say that you know your father did not pay any of this money, but do you say that so far as you know he did not pay any?

A.- My brother might have sent some of it by him as he did me.

Q.- How do you know that your father never paid any of this money himself? A.- I don't know that; I don't know what he has done.

Q.- Can you say of your own knowledge that your father has never paid any on this deed of trust himself?

A.- If he has I don't know anything about it.

And further this deponent saith not.
Signature waived.

Richard Harrell, being duly sworn, deposes as follows:

Direct Examination by Mr. Withers.

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

A.- R. H. Harrell, 56 years old, live near Buckhorn, I work on public work. Yes, sir I know the parties to the suit.

Q.- About when did your wife buy the Julius Butler tract of land from Mr. E. Joyner?

A.- I could not tell you to save my life.

Q.- Do you know what she promised to pay for it?

A.- Yes, sir.

Q.- How much?

A.- \$360.00.

Q.- Do you know what kind of note she gave, that is when it was payable?

A.- The way she gave the note was, he was to give her from one to ten years to pay for it in, and the way he fixed the note up was it was payable next day. He put it in the Bank of Suffolk, then I found out how it was. Mr. Sam Hardy told us that Mr. Joyner ordered Mr. Woolford to sell the land and get the pay out of it. Then we came down, had a \$100.00, and you (pointing to Mr. Withers) went with us to pay the money to the bank. Then we moved it out and we were to pay so much from year to year to the Suffolk Loan Company, right where it is now, where we borrowed the money, and it went to \$380.00.

(Counsel for plaintiff objects to so much of the testimony as refers to any agreement made between them and Mr. Joyner as to the length of time in which the note was to be paid, as being not pertinent to the issue involved, and in no way connected with the merits of this case, and for the further reason that it tends to vary the terms of the written instrument. And so much of said testimony as is hearsay, is also excepted to).

Q.- How did the note read, if you remember, that is when was it payable?

A.- I do not recollect to save my life.

Q.- State whether or not it is a fact that the bank wrote to you and demanded a full settlement of the note?

A.- Yes, sir.

Q.- And that was the reason it had to be moved from the bank and get somebody else to carry the loan?

A.- Yes, sir.

Q.- Was this note secured by a deed of trust on the land?

A.- Yes, sir.

(Counsel for plaintiff here objects to question as leading, and also for the reason that the deed of trust and notes are themselves the best evidence).

Q.- Then you and your wife who made the note were ordered to either pay it or have the land sold?

A.- Yes, sir.

Q.- When did your wife turn the land over to Tom?

A.- I think in 1902.

Q.- Was it before or after the loan had been transferred to the Suffolk Loan Company?

A.- It was just as soon as we had to make the change down here, and had to keep up the interest on it; we had to pay it every month. She turned it over to him and he took charge of it. I have nothing to do with it. Of course I stay there when I am around home.

Q.- Then from about the time the Suffolk Loan Company took this note Tom has had full charge of the land ever since?

A.- Yes, sir.

(Counsel for plaintiff here objects to question as leading).

Q.- From this time on have you had anything to do with the land?

A.- No, sir.

Q.- Have you ever paid any interest on this debt to the Suffolk Loan Company?

A.- Not only what he sent by me. I have been to town for him several times. I had a note there myself, both due about the same time.

Q.- I notice that the receipts for this interest are written in your name, or at least some of them. Why were the receipts written that way?

A.- Because the deed of trust and the note were made out that way, and unless we had to pay to have another written, we had to let

that stand as it was?

Cross Examination: By Mr. Burges.

Q.- Mr. Harrell, as I understood you, you spend most of your time engaged in public work?

A.- Yes, sir.

Q.- You make good wages, don't you?

A.- Yes, sir.

Q.- You have generally taken care of your family best you could, have you not?

A.- Yes, sir.

Q.- You don't throw your money away?

A.- I throw away a whole heap of it.

Q.- But you don't throw it away yourself when your family needs it, do you?

A.- I throw away a good deal of it drinking and frolicking.

Q.- You came down here when the note was taken out of the bank, did you not?

A.- Yes, sir.

Q.- How much did you owe the bank?

A.- I don't know exactly now how much was owing the bank, but I got Mr. Everett to get it out and he went to the Suffolk Loan Company and got it fixed up. He was Trustee to the deed of trust. Then he goes down here and paid out the bank what I owed E. Joyner, and turned it over to the Suffolk Loan Company, and then this boy paid the interest ever since, and paid what has been paid. He has paid a couple of hundred dollars on it.

Q.- You and your wife live on this land, don't you?

A.- Yes, sir.

Q.- Your son has the use of it?

A.- Yes, sir.

Q.- And he takes the crops?

A.- Yes, sir.

Q.- He takes care of his wife and you take care of your wife?

A.- Yes, sir, I do.

Q.- Why was it that you did not make a deed at the time you made this agreement?

A.- Well the land then belonged to me, and the deed was made to my

wife. He got me in the deed of trust, but I was not in the deed. I had nothing to do with any arrangement she and her boys made. I always made arrangement for somebody to look out for her, and she got it and I paid for it.

Q.- How do you account for the big difference between the amount of the note in the Bank of Suffolk and the amount of the deed of trust given to the Suffolk Loan Company?

A.- You will find that most of lawyers want a little fee and most of the people that let you have money want a little fee.

Q.- How much did they charge for making this loan?

A.- I think Mr. Everett told me as I was to give about 8 cents on the dollar. I think he got some, and then there was a little bill. I owed him outside of the other, I think about \$35. or \$40., in all.

Q.- How long after this agreement was made was it that the deed was given your son?

A.- I could not tell you to save my life.

Q.- This deed states that it was made on the 5th day of May, 1906, you signed it, did you not?

A.- Yes, sir, I guess I did.

Q.- How much did you owe the Suffolk Loan Company at the time this deed was made?

A.- \$180.00.

Q.- This deed says the debt amounted to \$300.00?

A.- Well I know, but I am speaking about what we owe that much now. We aint talking about how much we paid him after it was \$380.00 when that boy took hold of it.

Q.- How much did you owe the Suffolk Loan Company on the day this deed which I hold in my hand was made, the deed made on the 5th day of May, 1906?

A.- \$180.00.

Q.) This deed says in the further consideration of \$300.00 and other valuable considerations. To whom did your son pay the \$300.?

A.- What he has paid in here to Mr. R. L. Brewer.

Q.- Has he paid you \$300.00 in cash?

A.- No, sir, I haven't had any.

Q.- Has he paid your wife \$300.00 in cash?

A.- I don't know.

Q.- Would not you have known it if he had paid her \$300.00 in cash?

A.- I don't attend to her business, nor she mine.

Q.- This deed which you signed says he had paid \$300.00?

A.- I reckon he had.

Q.- What, in cash?

A.- Yes, sir, he paid, you know, so much each time to the Suffolk Loan Company.

Q.- That is about all he has paid that you know of? A.- Yes sir.

Q.- This deed says "other valuable considerations." Was there anything else but what he paid to the Suffolk Loan Company which caused you to make this deed?

A.- Yes, he paid some bills of mine to Walter Barrett and Sam Hardy.

Q.- When were these paid?

A.- Walter Barrett's was last year, the other was two or three years ago.

Q.- Did you give him your note when he paid these bills?

A.- No I did not give him anything. He gave that to me.

Q.- In other words, he did not charge you up with that debt like he would any ordinary man, did he?

A.- No, sir.

Q.- Haven't you and your son and wife been all dealing as one family, and ~~when~~ one needed money did not the other help, or have you dealt with your family like you deal with the ordinary business man?

A.- No, sir, when one needed money the other helped him.

Q.- Would you not always do that? A.- Of course I would.

Q.- And have not your sons always helped you and your wife when you needed it?

A.- Yes, sir.

Q.- And did they always require you to promise to pay it back?

A.- No, they never said a word about it.

Q.- Did you ever hear your wife promise either one of your sons to pay them back money they let her have?

A.- No, sir.

Q.- As a matter of fact, Mr. Harrell, did she ever expect to pay back, didn't she know they would not let her pay it back?

A.- Of course.

Q.- This deed was made after this suit was brought, was it not?

A.- I could not tell you.

And further this deponent saith not.

Signature waived.

E. J. Jones - P. C. H. H. H. H. H.

The deposition of Sarah C. Harrell, taken before me, Emma King, a Notary Public for the county of Nansemond pursuant to agreement of all parties, at the office of Robert W. Withers, in Suffolk, Virginia, on the 25th day of February, 1907, between the hours of 10 A. M. and 6 P. M., to be read as evidence in behalf of Sarah C. Harrell and others in a certain suit in equity depending in the Circuit Court for the County of Nansemond, wherein Elihu Joyner is plaintiff and Sarah C. Harrell and others are defendants.

Present: Robert W. Withers, attorney for the defendants.

James L. McLemore, attorney for plaintiff.

Sarah C. Harrell, being duly sworn, deposes as follows.

Direct examination by Mr. Withers.

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

A.- 50 last birth-day, Sarah C. Harrell, Nansemond County, house wife and I am one of the defendants.

Q.- Mrs. Harrell, who is your husband?

A.- Richard H. Harrell.

Q.- Please give the names of your children.

A.- John Walter Harrell, William Thomas Harrell, Gertie Lilian Harrell and Charlie Hudson Harrell.

Q.- Is William Thomas Harrell your son the person to whom you made a deed for same land last May?

A.- Yes, sir.

P.- Please state what land you deeded to him.

A.- I deeded all the land to him.

Q.- In how many tracts was this land?

A.- Two tracts.

Q.- Please state how many acres in each tract.

A.- Forty acres in one tract and four in the other.

Q.- From whom did you buy the four acres of land?

A.- From a colored fellow by the name of Dennis Cohoon.

Q.- Do you remember when you bought this and what you paid for it?

A.- I remember what I paid for it, \$30.00, but I dis-remember when I bought it.

Q.- You bought this piece before you bought the tract from Joyner?

A.- Yes, sir.

Q.- Had you paid for these four acres before you dealt with Joyner?

A. - Yes, sir.

Q.- Do you remember when you bought the forty acre tract from Joyner?

A.- It was about 1901.

Q.- In the spring, summer or fall?

A.- It was in the spring.

Q.- How much were you to pay Joyner for this land?

A.- \$360.

Q.- How much did you pay him at the time he gave you a deed?

A.- I didn't pay him any.

Q.- How long did he give you within which to pay for the land?

A.- He gave me from one year to ten.

So much of the answer excepted to as tends to vary to written contract of sale and the terms therein set forth.

Q.- Do you remember how the note which you gave Mr. Joyner for the land read as to the time of payment?

A.- I do not. He just gave it to me and I signed it.

Q.- It was your understanding that you were to have from one to ten years within which to pay for this land?

A.- Yes, sir.

I except to the answer and question for the reason just above stated.

Q.- When he gave you a deed for the land what papers did you give him?

A.- I gave him a deed of trust and signed that note.

Q.- What land did you include in the deed of trust?

A.- Just the piece I bought from him.

Q. -Did you include the four acre tract too? A.- No, sir.

Q.- Now Mrs. Harrell, just tell in your own way when you were called upon to pay for this land and what you did?

A.- He gave me from one year to ten and then that fall before I got my peanuts dug he phoned down here to Mr. Woolford to sell the land and I came to see Mr. Woolford and he gave me time to get my peanuts up , and I got my peanuts up and picked them off and saved \$100 to pay on the land. I went to Mr. Elihu Joyner and told him that I had \$100 to pay and he said he was not the one to pay it to. Then I went to Mr. Zachry Holland who had a deed of trust ahead of mine, and then I told him that he had the land and I had the money and that he could not have the money and the land too and if he would fix it up in proper shape that I would pay for the land and if not he could not have both the land and the money. Then Mr. Elihu Joyner appointed a day for me to go to Suffolk and meet here at the Bank , and I came and they didn't want to give me no specified time to pay for it but wanted the \$100. I came then and employed Mr. Withers to attend to it for me and then I was to pay \$100 at the end of every year until I paid the principal but then I was to pay interest. And the next year come and I saw that I could not make my payment and I knew that they would sell the land and I went to see Mr. Brewer to see if he would take it out of bank he said he would and told me that we would have to pay him \$100 the last of March or the first of April.

Q.- After you had paid the \$100 to the Bank your note was then for \$260?

A.- Yes, sir.

Q.- Now when Mr. Brewer took over the debt how much did you owe him?

A.- \$380.

Q.- Then by transferring the loan the debt increased from \$260 to \$380?

A.- Yes, sir.

Q.- Do you remember when Mr. Brewer took this loan, was it not in the fall of 1902?

A.- Yes, sir, it was in the fall of 1902.

Q.- After Mr. Brewer took the loan you promised to pay him \$100 in the spring?

A.- Yes, sir, the last of March or the first of April and it came such bad weather that I could not make the money and I told Tommy if he would work for it I would make him over the deed and he took hold and went ahead.

Q.- About how long after Mr. Brewer took this loan was it you turned the land over to Tom?

A. - Right straight. I was to pay in March and I saw that I could not and I told Tommy if he would go ahead with it he should have the land.

Q.- Then soon after Mr. Brewer took over this debt you sold the land to Tom with the understanding that he was to pay for this debt?

A.- Yes, sir, he was to pay for it.

Q.- Then since 1902 Tommy has had the farm?

A.- Yes sir

Q.- Since that time who has paid the interest to Mr. Brewer and the principal?

A.- Tommy has paid it. When he didn't come and bring it himself he would send it.

Q.- You say Tommy is sickly?

A.- Yes , sir, he is confined in the bed half of his time.

Q.- What is the trouble with him?

A.- His back and side, he has been afflicted for twenty years , not able to be up more than half of his time.

Q.- You say you were not able to meet your payment to the bank in the fall of 1902, will you tell why you were not able to make this payment.

A.- Yes, sir. Dick had run a debt down at Barrett's store

and he had levied on all the peanuts and property I had in my house to get money for this debt.

Q.- Who is Dick? A.- My husband.

Q.- How was this levy satisfied?

A.- Tommy signed the note and Mr. Barrett came and wanted me to sign a note and I told him I should have it to pay and I was not able to pay it and so Tommy signed it because I was not able to pay it. I told him he might as well go on and sell then as any other time because I could not pay it, but Tommy signed the note.

Q.- Do you know whether Tom has paid any of the principal of the debt to Mr. Brewer? A.- Yes, sir.

Q.- How much has he paid? A.- He has paid \$200.

Q.- Has he paid all of the interest that is due?

A.- Yes, sir.

Q.- Do you know how much interest he pays per month?

A.- Yes, sir, he pays \$2.00 per month.

Q.- Is this more or less than he has been paying?

A.- It is less.

Q.- Now, Mrs. Harrell, Tommy has had possession of this farm since 1902, has he not?

A.- Yes, sir.

Q.- At the time he took it the debt was then \$380 , since that time he has paid \$200 of the principal and all of the interest?

A.- Yes, sir,. \$100 we paid in the bank he agreed to pay Charlie and his little sister \$50 each of that money.

Q.- You say Tommy has agreed also to pay your two youngest children the \$100 you have paid into the bank?

A.- Yes, sir. You see they helped me work for the money.

Q.- Why did you not make Tommy a deed for the land as soon as you turned it over to him?

A.- Because I thought I could make payments when they came due and all the children could come in and share with him and then I

knew it would cost money and I told him to wait until the last payment and then I would make him a deed for it.

Q.- You say you thought you could make the payments?

A.- When I first put into his hands I thought I could make the payments. When I first put it

in Mr. Brewer's hands I thought

I could pay it and I saw that I could not and so I told Tommy if he would pay for it he could have the land but the reason I didn't give him the deed then the writings was done and I told him to wait until he paid for it, until the last payment was made and then I would give him a deed . After I told him that I was taken sick and I thought I should die, along in March of the year I gave him the deed I got out of the house and was taken sick and could not get back and he came out of the field and carried me in the house and I told him he need not be surprised if he found me dead at any time and he said, "Mama I would lose the land after I have paid what I have on it and I told him as soon as I got able I would come and have it fixed for him and then his papa was all the time drinking and fussing with him and telling us that he was going to put us out the doors. He had a fuss the last Saturday in April, his papa went to Mr. Joyner and got out a warrant for him and Mr. Joyner told Tommy he had a perfect right to protect the place.

Q.- You say this conversation when you told Tommy that he need not be surprised to find you dead and you promised to make him a deed as soon as you got able, occurred in March the same year the deed was made to Tommy?

A.- Yes, sir.

Q.- The deed is dated May 5, 1906, and this was the March before that?

A.- Yes, sir.

Q.- Now you say in April Dick threatened to have the land sold?

A.- Yes, sir. Tommy gave me \$2.00 and told me to send it to Mr. Brewer and he said it was the last he was going to pay until I gave him a right to it.

Q.- When did Tom tell you that?

A.- He told me that about the last day of April, he went off to the fishing seine and the interest was due on the first day of May. He said write Mr. Everett a letter, (his papa was fussing and said he was going to have the land sold), and tell him we would be down in a few days to see him.

Q.- Then Tommy went to the fishing seine about the last day of April? A.- About the last day of April.

Q.- Do you know when he got back? A.- He got back about the 4th

Q.- As soon as he got back from the fishing seine you were then able to come to Suffolk to make him a deed.

A.- Yes, sir.

Q.- Mrs. Harrell you say that Tom paid the debt to Mr. Barrett made by your husband.

A.- Yes, sir. Mr. Barrett gave him a shirt, he said any man who would pay another man's debt deserved a present.

Q.- Has Tom been helping to support your family?

A.- Yes, sir, he has.

Q.- Nearly all the receipts filed from Mr. Brewer showing the payment of this interest, read that the money was received from R. H. Harrell, please state if R. H. Harrell ever paid any of this interest?

A.- No sir he never paid a cent in his life. He gave the receipt in his name and I went to him and told him about it and he said it didn't matter that the deed was in mine.

Q.- It is charged in the bill that you made this deed to defraud Mr. Elihu Joyner out of a debt you owed him.

A.- I didn't Mr. Withers.

Q.- Please tell why you did make this deed.

A.- I made it because I could not make my payments and he was weakly and I thought if he would pay for the piece of land he was the one to have it that was why I made it. Because he said he would not pay any more unless I did make the deed and I knew the land was gone unless he did pay.

Q.- Has your husband, Richard H. Harrell, helped to pay any part of this debt?

A.- No, sir, he has never paid a cent of it.

Q.- When you transferred the debt to Brewer please tell me how you expected to be able to make a payment the following spring?

A.- I expected to have wood cut off the land and pay it but it came so wet that I could not get any body to cut it and my husband would not cut unless he was paid just like anybody else.

Q.- Mrs. Harrell is your husband a drinking man?

A.- Yes, sir, he drinks up everything he earns?

Q.- Does he support his family, or do you have to do it?

A.- No sir he does not, he will buy a little sometimes and bring it but he usually loses what he does buy.

Q.- Mrs. Harrell, did you try to work and pay for this land yourself.

A.- I did it first, me and my two little children.

Q.- What sort of work were you doing?

A.- I planted peanuts and I give one-third to my oldest son the first year to do the plowing.

Q.- What kind of work did you do?

A.- I hoed into them as same as any darkey, some places I cleared up with my grubbing hoe. I sold a dress off of my back to pay the taxes and I was bound to give it up to Tommy. You don't know how I have had to live.

Q.- You say you sold a dress off of your back to pay the taxes?

A.- I certainly did.

Cross Examination by Mr. McLemore.

Q.- Do you mean you sold the dress off your back or sold one of your dresses?

A.- I sold one of my dresses, I had had it on.

Q.- Did Tom cut wood off of the farm?

A.- Yes, sir he had wood cut off of the farm.

Q.- And raised the \$100 to pay Mr. Brewer, did he not?

A.- Yes, sir.

Q.- When did Tom go back to the farm to live?

A.- He always stayed there and called it his home but he didn't take charge until I gave up the land to him and he went in to farming, raising peanuts, the second \$100 he paid he raised peanuts and paid it.

Q.- When was this?

A.- It was the same year that he paid the first \$100 he went right into farming.

Q.- Did he pay \$100 out of the farming and a \$100 out of the cord wood?

A.- Yes, sir.

Q.- Where was his family living?

A.- He didn't have no family but himself and he stayed with me.

Q.- Is he married now?

A.- Yes, sir, and he lives there now and all live together, he told me he would take care of me as long as I lived.

Q.- Your family and Tom have lived together all the time, have you?

A.- All the time.

Q.- You speak of Tom being afflicted, how long has he been afflicted?

A.- He has been afflicted twenty years, every since he has been large enough to complain.

Q.- Do you mean that he is so afflicted that he is not up more than half of the time?

A.- Yes, sir. He is not able to be up none of the time, that is,

he is hardly able, he has had every doctor in the place,

Dr. John Phillips, old Mrs. Spencer, Dr. Holland and Dr. Rabey.

Q.- You bought the place in the spring of 1901, did you not?

A.- Yes, sir.

Q.- Tom took charge in 1902, did he not?

A.- I think it was in 1902.

Q.- You speak of how hard you worked on this farm what years did you work the hardest on this place?

A.- When it was in my possession.

Q.- Then you have never worked on this farm but one year, have you?

A.- Yes, sir, two years I worked hard on the farm.

Q.- Then in 1903-4-5 & 6 what was your employment?

A.- Around in the house and about in the garden and attending to my chickens. I just got so I could not work and I give it up to Tommy, I worked and saw I could not pay for it and I gave it up to him.

Q.- If I understand you correctly the original note for the purchase price was for \$360?

A.- Yes, sir.

Q.- You paid \$100 on the farm, Tom paid \$100 from the cord wood and another \$100 from the proceeds of the farm after he took charge, is that correct?

A.- Yes, sir?

Q.- Did the debt go from \$260 in the Bank of Suffolk to \$380 with Mr. Brewer?

A.- In doing the writing and transferring it and then the interest was to be paid every since I bought the land and Dick owed Mr. Everett a little account and they put it in the land too and it made it run up and Tom worked, worked first one place and then another to get the money and pay the interest.

Q.- Did you give Mr. Brewer a new deed of trust, or, did he only take over the deed of trust which the Bank held?

A.- We gave him a new deed of trust.

Q.- What became of the farming implements and horse that you had when you were farming?

A.- Right there, I gave the horse right over to Tommy and he fed the horse and farmed with him and last spring he traded the horse away.

Q.- What became of your other children after Tommy came to the farm?

A.-My daughter got married, Walter had a family and my youngest son is right there now, he will be 17 next July.

Q.- Has he continued to work on the farm since you bought it up to the present time?

A.- No sir he works all about. Sometimes when Tommy is not able to work he hires Charlie to do some work for him.

Q.- You spoke in your examination about your other children being paid something for their interest in the farm which you had turned over to Tommy, how came them to have an interest in it?

A.- Those children helped me raise the ground peanuts that raised the first \$100 in Bank, they worked just as hard as little darkies Charlie and Gertie did.

Q.- How much was Tom to pay them?

A.- \$50 a piece.

Q.- When did he make that promise about paying them the \$50 apiece?

A.- When I turned over the land to him.

Q.- It was in 1902, was it not?

A.- It was when I turned it over to him, I did remember.

Q.- You say you bought it in the spring of 1901 and you worked that year yourself?

A.- Yes, sir.

Q.- And turned it over to your son the next year?

A.- No sir I think I kept it because it was the next year Mr. Barrett levied on my property.

Q.- Then did you turn it over in 1903 to your son?

A.- I didn't turn it over to him until the same year that I made the deed to the Suffolk Loan Company.

Q.- You don't know what year that was?

A.- I am so forgetful I don't remember, I have been through so much.

Q.- Then I understand you to say that Tommy took possession after you had had the farm and worked it two years?

A.- Yes, sir.

Q.- Then if I understand you correctly Tommy has had the farm four years, or from 1903 until the date that you executed the deed which was in May, 1906, continuously?

A.- Yes, sir.

Q.- When was it that he first told you that he wanted you to make him a deed for the property that you might die and that he would have nothing.

A.- He told me that when I was so bad off in March, 1906.

Q.- Where were you and who was present when this conversation occurred?

A.- I was at home in the lot and was taken sick and he came out ^{of} the field and took me in the house. He and his wife and myself were all that was there.

Q.- Did this conversation occur in the house or in the lot?

A.- I don't know whether he had carried me in the house or I was in the lot. I had been sick for twelve months.

Q.- If I understnad you correctly your son didn't pay you anything when you made him the deed?

A.- No he never paid me anything.

Q.- Nor has he paid you anything since?

A.- No sir.

Q.- How many days had you had a notice of Mr. Joyner's suit against you before you made this deed to your son?

A.- Two or three.

Q.- Was he at home when you received the notice about the suit?

A.- No, sir, he was not.

Q.- When did you tell him about it?

A.- I never told him until he came home.

Q.- Come home from where?

A.- After he came home from the fishing seine.

Q.- Then how long after that was it that you came down here and made the deed?

A.- I came down here right away , just as soon as he got back from the fishing seine.

Q.- You say that you turned this property over to your son in 1903 and he held it until 1906 without any deed, why was it that you waited to make this deed until you had been sued for a debt?

A.- I told you the reason that I waited as long as I did I thought I would wait until he made the last payment, I was taken sick and I thought that I would die and that caused me to give it to him when I did.

Q.- You had gotten better when you came down here to make the deed had you not?

A.- Yes, sir, If I hadn't I could not have come. The reason that I come wehn I did his papa came up drinking the last Saturday in April and cut at him and would have killed him if Charlie had not knocked the knife out of his hand, ^(Tommy) he went and got a warrant for him and he told us he was going to tell Mr. Everett to sell the land, Mr. Everett was trustee, that upset ^{us} and Tom gave me \$2.00 when he went away to the fishing seine and told me to carry it to Mr. Barrett and ask him to give me a check for it and send it to Mr. Brewer and write Mr. Everett a letter and tell him that he and I had paid every cent that had been paid on the land and that we would be down here soon and see about it. It was the 1st day of May that I wrote to Mr. Everett and sent Mr. Brewer the money.

Q.- Now as a matter of fact Mrs. Harrell you would not have come down here that particular day would you, had it not been that you got this summons for the suit?

A.- Yes I should have come before I got it if Tommy had not been going to the fishing seine.

Q.- What especially prompted you to take such quick action at that time, it had been lingering for three or four years and now you seem to have been in a very great hurry to make the deed?

A.- Because he had gotten in such a row with Tommy and said he was going to put us out and Tommy said he was not going to pay another cent unless I did make him the deed.

Q.- When was the cutting?

A.- It was the last Saturday in April.

Q.- What was your husband charging your son with doing?

A.- He had been off drinking and when he came home Tommy wanted to take out the horse and water and feed him and his papa wanted to go on to Holland and he tried to cut him and Charlie knocked the knife out of his hands. Dick came home and took the last piece of meat out of the house it was the next night after the trial that he took the last piece. Walter's wife and Tommy's wife were ^{there} ~~threw~~ with me and they were scared to death, Dick said he was going to come back and clean the place out, they didn't sleep a wink that night.

Q.- Now Mrs. Harrell is it a fact that when your son who had called this his home came to take charge of the farm that you all worked along together and did the best you could towards making the crops?

A.- I had to hire Walter to do the plowing until I gave it up to Tommy.

Q.- After you gave it up to Tommy didn't you all live together in the home and work together on the farm?

A.- We all lived there but we didn't all work there. Dick would not work a bit unless he was paid.

Q.- Where was Dick living and getting his board?

A.- He stayed there and worked off and would bring a little meat and meal sometimes. He would have his drinking sprees and come up cussing and have a row.

Q.- Do you mean that after Tom took charge of the farm that he bought what he ate and you bought what you ate?

A.- No sir I didn't buy what I ate, I would eat with him.

Q.- Then as a matter of fact you all did live and eat together, did you not?

A.- Tom would eat his vituals and Dick eat his he bought.

Q.- What did you eat?

A.- Sometimes I would eat with one and then the other.

Q.- How many tables did you have?

A.- Not but one.

Q.- Who did the cooking?

A.- I did the cooking.

Q.- Did you cook dinner for your son and a separate dinner for your husband and for your younger children and yourself, or did you cook one dinnner for all?

A.- Sometimes I would put in Tom's with mine, he could not eat like the rest he always ate something lighter than the rest.

Q.- Then if I understand you correctly Tommy would sometimes bring little things that he liked especially and when he did so you cooked them for him at other times you all ate together.

A.- Sometimes we would eat together and sometimes we would not. Sometimes Dick would be scarce of something to eat and Tommy would bring something to eat. Since he has been married his wife does his cooking and I do old man Dick's cooking. But if Tommy has anything he says Mama have some of it.

Q.- Did you have separate tables?

A.- We ate off the same table.

Q.- Did you eat at the same table?

A.- Sometime I didn't take time.

Q.- Are you busy?

A.- Of course I am busy and every house keeper ought to be busy, feeding my checkens, milking the cows, anking up the beds etc. and my sewing it kept me busy.

Q.- Hoe many cows have you?

A.- One.

Q.- How many checkens?

A.- I will tell you in a few minutes let me study---about 25 old ones and 20 some young ones, 28 young ones I reckon.

Q.- What do you feed them with?

- A.- Corn, sometimes dough, it is first one thing and then another anything they fetch in the barn to feed the chickens with.
- Q.- How is the cow fed?
- A.- I feed her out of a box, I feed her with brand some times I give her a half gallon at a time, sometimes I give her hay.
- Q.- What becomes of the milk and butter? A.) I use it.
- Q.- Don't you sell it?
- A.- No I don't sell it I use it in the family. Tom furnishes the feed and I use it in the family.
- Q.- Who furnishes the feed that the chickens eat ?
- A.- Tommy does and the horse too when we have any.
- Q.- The horse belonged to you I believe you said?
- A.- He belonged to me but last spring he traded my horse off and paid \$30 to boot and he is to pay that. I paid for the horse that he traded away .
- Q.- You didn't expect until recently that there would ever be an account kept by your son against you for the little amounts he paid or furnished the house from time to time, did you?
- A.- I didn't think nothing about it. I didn't expect as weakly as he was to put ^{things} down to his papa's and my hands and his little brothers, I didn't expect that.
- Q.- Then I understand that you and your little son did help him both by working in the house, attending to your chickens and cow and other things, and your small son helping him some on the farm?
- A.- He paid him when he worked and where was my living coming from I cooked for his papa and did his sewing, if it had not been for Tommy I don't know where I would have been. When I get sick he waits on me.
- Q.- Was there any agreement between you and your son when he first took charge of the farm in 1903, that the amounts that he paid Mr. Barrett, the amount he paid Mr. Brewer and other little amounts he paid while running the farm, were to be charged up against you in any way?
- A.- No, sir, there was no term to charge against me,

he was to pay for the land and have the land.

Q.- Was there any agreement that these amounts which he paid from time to time were ~~to~~ go towards paying for the land?

A.- No, there was no agreement to go towards paying for the land, he was to pay for the land, that was what he was to do.

Re-direct examination by Mr. Withers .

Q.- Who buys the cow feed and chicken feed?

A.- Tommy buys it.

Q.- Who buys the groceries?

A.- Tom buys his and my husband buys his. His wife does his cooking now he is married. Sometimes Tom will ask me to have some with him and sometimes Dick will ask him to have some with him. And when his wife is sick I do the cooking and when I am sick she does the cooking.

Q.- Mrs. Harrell just tell how this account that you owe Mr.

Joyner arose, how the goods were bought?

A.- Dick kept going and drinking it up and having it charged to me, he got orders from Mr. Joyner and would go to Dick Holland's bar and have it put on the books charged to me. I got

Q.- Some land plaster from Mr. Joyner's agent and I gave him a note for the plaster in with the account and he then turned over the account to Mr. Folk against me for the land plaster.

Q. You say you gave Mr. Joyner a note including the price of the land plaster and afterwards found that Mr. Folk had you charged with it also?

A.- Yes, sir, the same land plaster.

It is agreed that counsel on both sides may treat any question or answer in this deposition as excepted to as fully as though there was an objection to each question and answer separately.

Signature waived by consent.

This is to certify that the
payments of interest and principal
on the debt owed Suffolk
Loan Company by Sarah C. &
R. H. Harrell have been made,
so far as I know, by W. Thomas
Harrell. The receipts were
given in the name of R. H.
Harrell because the account
is so kept on our books.

W. Thomas Harrell, usually came in
person, and paid the money,

SUFFOLK LOAN CO.

By R. B. Brewster,
manager

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

SPECIAL JULY TERM, 1907.

Elihu Joyner,-----Complainant,

v.)

FINAL DECREE.

Sarah C. Harrell, W. Thomas Harrell, Richard H.
Harrell, S. E. Everett, Trustee, and Julia Everett
and R. L. Brewer, trading as Suffolk Loan Company,--Defendants.

This cause came on this day to be heard on the bill and exhibits filed therewith, the joint answer of the defendants Sarah C. Harrell, W. Thomas Harrell and Richard H. Harrell, with general replication thereto, the defendants S. E. Everett, Trustee, and Julia Everett and R. L. Brewer, partners trading as the Suffolk Loan Company, on whom process was served, failing to appear, plead, answer or demur, the bill was taken for confessed as to them; on the depositions of witnesses and exhibits filed therewith, and was argued by counsel.

On consideration whereof, the Court being of the opinion the the Complainant is entitled to a judgment against Sarah C. Harrell and R. H. Harrell for the amount of the note sued upon, ~~to-wit~~ \$186.27, with interest thereon from the 28th day of December, 1906, until paid, judgment is accordingly given the complainant for that sum against said defendants.

But in the opinion of the Court the Complainant has failed to establish fraud in the conveyance from Sarah C. Harrell and R. H. Harrell to W. Thomas Harrell in the deed dated the 5th day of May, 1906, as alleged in his bill, and the said deed is hereby sustained as a good and valid instrument. And it is further adjudged, ordered and decreed that as the defendants have specifically prevailed in this Chancery suit, that the Complainant pay to the Defendants their costs in these proceedings.

There being nothing further to be done in this cause, it is ordered to be stricken from the docket.

E. Joyner

v. } Final Decree

Sarah C Harrell et als

Enter this 2d
day of August, 1907.

J. J. W

Entered in
Chancery Order
Book No 4 Page 173.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Second July Rules, 1906.

Sarah C. Harrell, W. Thomas Harrell and Richard H. Harrell ,
et als.....Defendants.

ads. In Chancery.

Elihu Joyner.....Complainant.

The joint and separate answer of Sarah C. Harrell,
Richard H. Harrell and W. Thomas Harrell to a bill of complaint
filed against them and others in the Circuit Court of the County
of Nansemond, by Elihu Joyner, complainant.

These respondents reserving to themselves the benefit
of all just exceptions to the said bill, for answer thereto, or
to so much thereof as they are advised it is material they should
answer, answer and say that. In the year 1902 Sarah C. Harrell
bought from the complainant forty acres of land, being a part of
the land described in the bill, that the verbal terms of the
sale were that said defendant should have ten years in which
to pay three hundred and sixty (\$360.00) Dollars, the purchase
price agreed upon. This respondent, relying upon the verbal
assurances of the said Joyner, as to the time of payments, was
induced to execute her note for the purchase price payable
"on demand" which the said Joyner asserted was the usual method
in such transactions, and, this respondent being a poor ignorant
woman, knew no better and trusted to the verbal statements of said
Joyner. Your respondent, Sarah C. Harrell and her husband, then
executed, as they agreed to do, a deed of trust on all of their

lands, including the lands last mentioned, securing the payment of said note. No sooner had the said Joyner obtained said papers than he straightway sold the same to the Bank of Suffolk, a bona fide purchaser for value who knew nothing of the agreement between this respondent and said Joyner. Shortly afterwards, to-wit, in the fall of the year 1903, the said Bank demanded full payment of the note above mentioned. Your respondent, was not expecting such a demand, she knew nothing of the transfer of said note to said Bank, and was not prepared to take up the same. By reason of her advancing age, and the distress of mind occasioned by the false and fraudulent conduct of said Joyner in obtaining and transferring said note, your respondent, Sarah C. Harrell, felt helpless and ruined. Richard H. Harrell is the husband of Sarah C. Harrell and W. Thomas Harrell is their son. Richard H. Harrell has, for years contributed little or nothing to the support of his family which, besides the respondents named, is a very large one. When your respondent, Sarah C. Harrell, who for years has slaved to keep her large family alive, unaided and, indeed, hampered by her inebriated husband, found herself so grievously oppressed by the unexpected demands of the holder of her note aforesaid, she despaired of ever meeting her obligations, and had it not been for the timely assistance of her son, W. Thomas Harrell, she would have been sold out of house and home and cast adrift upon the world. Under the circumstances above set forth, when she was almost helpless, she agreed with her son, W. Thomas Harrell, that if he would pay for the farm, ^{for} which she had not paid a cent on the purchase price, that he could have it. Your respondent, under these conditions, bought the farm from his mother, and he has paid every cent which has been paid on

both principal and interest of this debt, to-wit, Two Hundred (\$200.00) Dollars on the principal and Seventy-six (\$76.00) Dollars interest. That besides this he has taken charge of the farm for the past three years and has supported his own and his mothers family, paying large sums for their support. Furthermore, he has assumed the payment of the balance of One Hundred and Eighty (\$180.00) Dollars and interest now due on said farm by the defendants Sarah C. Harrell and Richard H. Harrell.

All of these respondents aver that W. Thomas Harrell has paid a valuable consideration for the land conveyed to him in the deed mentioned and that there was no fraudulent purpose in conveying the same to him, but, on the contrary, long before the plaintiff had begun his action against Sarah C. Harrell and Richard H. Harrell, they had sold and delivered the said farm to their son and he had paid them, or paid for them, and had assumed to pay, all that was agreed upon, to-wit, the purchase price of the land with the enormous interest thereon hereafter to be paid. That in addition to this the said W. Thomas Harrell is and has been a large creditor of the said Sarah C. Harrell and Richard H. Harrell by reason of his having paid and advanced large sums of money for their support and maintenance. These respondents are advised that a debtor has the lawful right to prefer one creditor to another in the payment of debts, and they aver that such in part was the intention of Sarah C. and Richard H. Harrell, but they are to be distinctly understood as asserting that such was not the sole reason for said conveyance, which, as above set forth was a bona fide conveyance of property long since verbally sold but not conveyed to said William Thomas Harrell.

These respondents expressly deny all of the allegations of said bill not herin expressly admitted and they particularly deny that said conveyance in the bill mentioned was without a valuable consideration or was made with intent to hinder, delay or defraud the complaint or the creditors of the defendants Sarah C. and Richard H. Harrell.

And now having fully answered the complainants bill, these respondents pray to be hence dismissed with their reasonable cost by them in this behalf expended.

Wm. M. Withers,
p. d.

Sarah C. Harrell,
Richard H. Harrell,
W. Thomas Harrell,
by Counsel,

Joynce
vs.
Harrell et al.

Answer of Sarah C.
Richard H. & W. Thomas Harrell

ROBT. W. WITHERS,

ATTORNEY AT LAW,

SUFFOLK, VA.

PRACTICING IN ALL COURTS IN
FIRST JUDICIAL CIRCUIT.

JEWELL & COMPANY, PHILADELPHIA.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE
CIRCUIT COURT OF NANSEMOND COUNTY.

Complaining your orator, E. Joyner, sheweth unto the Court the following case; that Sarah C. Harrell and R. H. Harrell, her husband, are justly indebted to him in the sum of \$186.27, together with interest from December 28th, 1902, until paid, and 10% on the principal thereof to be added for cost of collection, ~~as~~ due by negotiable note dated the _____ day of _____, 190____, as will appear by reference to a copy of said note filed herewith marked exhibit "A", and prayed to be read as a part of this bill. That no part of said note has been paid, but the same is still due and payable to your orator.

at
Your orator further avers that ^{at} the time the said debt was contracted, and the said note above described was executed, that Sarah C. Harrell and R. H. Harrell were in possession of and had deed to two certain tracts of land lying in the County of Nansemond, aggregating forty-four acres, more or less, lying about mid-way between Buckhorn and Holland in Holy Neck District, four acres of which were conveyed by Dennis Cohoon to Sarah C. Harrell, and forty acres of which were conveyed by your orator to Sarah C. Harrell; said land being bounded on the North by Sarah J. Harrell and Joshua Harrell, on the East by Tony Jernigan and James Daughtry, on the South by Lum Copeland and the land known as the "Patsy Tract" and on the West by William Copeland.

That on or about the _____ day of _____, 190____, the said Sarah C. Harrell and R. H. Harrell executed their certain deed of trust to S. E. Everett, trustee, to secure a debt of \$ _____ due to R. L. Brewer and Julia Everett, trading as Suffolk Loan Company, which debt your orator is

advised has been considerably reduced by payments made thereon since its execution.

That on the _____ day of _____, 1906, the said Sarah C. Harrell and R. H. Harrell, her husband, executed a certain conveyance to W. Thomas Harrell, their son, whereby they attempted to convey, subject to the deed of trust aforesaid, all of their interest in the said land, of every nature and description, to him in consideration of \$ _____, which is alleged to have been paid to them by their said son as a consideration for said conveyance and transfer of the property, which deed is recorded in the Clerk's Office of Nansemond County in D. B. _____, page _____, certified copy of which is herewith filed as exhibit "B", and prayed to be read as a part of this bill.

Your orator avers and charges that the said deed made to the said W. Thomas Harrell was not upon consideration deemed valuable in law, but was executed in an attempt to hinder, delay and defraud the creditors of Sarah C. and R. H. Harrell, and especially your orator, and that same being contrary to the policy of the law, and the statute in such cases, made and provided, is void as to all creditors existing at the time of execution of such conveyance, and that said deed as to your orator's debt should be annulled and declared of no effect.

Wherefore your orator prayeth that the said Sarah C. Harrell and R. H. Harrell, W. Thomas Harrell, S. E. Everett, trustee, R. L. Brewer and Julia Everett, trading as Suffolk Loan Company, be made parties defendant to this bill, and be required to answer the same, but answers under oath are hereby expressly waived; that the said deed from Sarah C. Harrell and R. H. Harrell to W. Thomas Harrell be wholly avoided and set aside, and the land sold, should the rents and profits thereof not pay your orator's debt in five years; that your orator's debt may be adjudged against the defendants, Sarah C.

and R. H. Harrell, and given the force and effect of a judgment and as such given a prior lien upon the real-estate in the bill and proceedings mentioned, and that same may be paid over from the proceeds of the sale, or the rent of the property; and that such inquiries may be made, accounts taken, orders and decrees entered and such other, further, general and special relief may be granted as the nature of his case may require, or to Equity shall seem meet.

Notice is hereby given that the Court will be asked to allow reasonable fees for plaintiff's counsel out of any funds coming under its control, And your orator will ever pray, etc.

E. Joynes,
by M. L. Moore & Corbett
Counsel.

E Joyner
vs} Deil
Sb Narrell &c

E. Joyner
vs R. H. Chaucery
S. L. Harrell vs Chen

1906 May 15th Process issued returnable to
June Rules First Monday
" June 4th Process returned executed
on defendants.
" " Bill filed and decree
nisi vs said defendants
" " 18th Decree nisi confirmed and
Cause set for hearing.

Chancery
Notes.

\$ 37⁰⁰

Holland, Va.,

6/10/6 1906

Thirty days after date I promise to pay unto
B. C. Britt or order, negotiable and payable
without offset at the **BANK OF HOLLAND, Holland, Virginia**
Thirty Seven Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Sarahy L. Harrell
W. S. Harrell

\$3725

Holland, Va., March 10 1906

Thirty
B. C. Britt

days after date 100 promise to pay to

or order, negotiable and payable without

offset at the BANK OF HOLLAND, Inc., Holland, Virginia

Thirty Seven 1257.00 Dollars.

for value received, with ten per cent. for cost of collection; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

for the Purchaser of Black belt

Credit the maker

W. J. Harrell
Sarah C. Harrell

No

Due

June 10th

P. O.

Bentley

✓

27-50

Suffolk, Va., 8/16

1905

Aug 1905
KEBarrick

days after date DE promise to pay unto

without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia,

Twenty Five 00/100 Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be 6%
from maturity;
in advance; and we, Principal and endorsers, hereby waive the benefit of our Homestead Exemption as to
this debt.

Wm - J. W. Farrell

Sarah K. Farrell
W. P. Horner

\$2000

Suffolk, Va. July 10

1905

Are or before seen 1905 days after date I promise to pay unto

Isaac C Horrell

or order, negotiable and payable,

without offset, at the **FARMERS BANK OF NANSEMOND** Suffolk, Virginia,

Twenty Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Witness I St Aubrey Hampton William C Horrell
maker

\$ 125⁰⁰

Suffolk, Va., 12/24 1903

90 days after date promise to pay unto
MA, or order, negotiable and payable,
without offset, at the BANK OF SUFFOLK, Suffolk, Virginia,
Dollars,

for value received, with ten per cent. for cost of collection; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

R N Hurrell

July 30 by cash interest

to July 24 - 1904

499

W T Hopper

Apr 1st Jay 15X

1233

1/4 50 Bgs 12

600

1/13 1 HK Trunk

10

2/8 20 Cash

100

1943

Aug 1st 16th

2750

" 1 "

2000

6693

6% Int - Notes

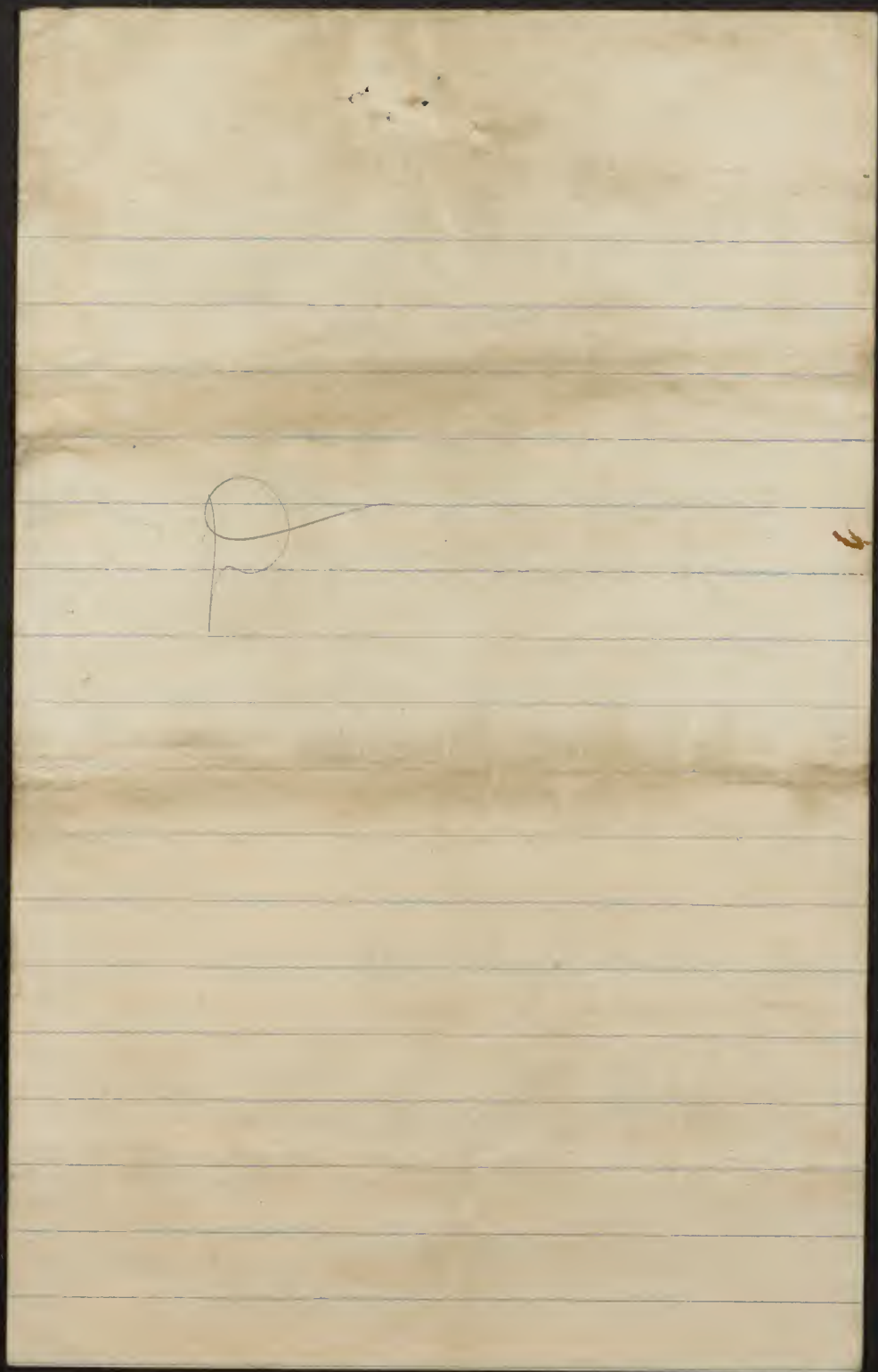
120

~~6813~~

Receipts

Apr 23/1906

W T Hopper



~~K~~ Receipt on My Horse
~~from~~ 11/1000 all over
myself to date

11/12/1904 My Horse
with

190

CO.,

NDISE.

W. T. BARRETT, MANAGER.

--	--	--	--	--

2/9

Saline ^{AT} Pean. I.
first got 85 lbs

86 "

74 "

60 "

19 "

second "

third "

326 lbs

326 $\frac{1}{2}$

978

163

\$11.4105

in respiration. The blood is in a measure oxygenated and purified by the lungs, but in this effort and overwork these organs become irritated, and nervous cough, bronchitis, and consumption itself, are the natural results. The tissues of the lungs being irritated by the bile-poisoned blood circulating through these most delicately-constructed organs, scrofulous humors of the blood are invited to the lungs, and local scrofulous disease is established. The general health becomes broken down, and the person feels languid, weak, faint, drowsy, and confused. Pain in the right side, in the region of the liver, and sympathetic pain in the shoulders and spine, and through the lungs, is generally experienced. The patient soon has a dry hacking cough. Minute tubercles are developed in the lungs, and perhaps exist for months unknown to their victim. Nothing is done to remove tubercles by the ordinary treatment. Cough is only a symptom of the disease, yet this only is aimed at. There is no rational way to cure consumption except to purify the blood. Set the liver actively at work, and the food corruptions which have accumulated in the blood, and which eat out the vital machinery, are gradually expelled from the system. The poisonous materials in the blood which cause the tubercles are thereby thrown off and vitality supported, the system nourished and built up, and the development of tubercles thus prevented. Remove the blood-poison by restoring the action of the liver, and the cough, which is only a symptom of the real disease, is relieved. You thereby strike at the root of incipient consumption and cure the patient.

GOLDEN MEDICAL DISCOVERY will not raise the dead, nor will it cure consumption when the lungs are almost wholly consumed, but it will, as has been demonstrated in hundreds of cases, positively arrest pulmonary

329 Deaf from N J/once
Thru 29/100 Cases.

Apr 19/1905 ——— ^{W J/once}
_{ring}

190

	<i>Dollars.</i>	<i>Cents.</i>
Currency,		
Gold,		
Silver,		
Checks and Drafts, . .		
<i>(Entered Separately.)</i>		

USE PRATTS POULTRY FOOD.

ALSO USE



M

W. H. K. K. K.

Bought

W. H. K. K. K.

For

Horses, Cattle,
Sheep and Hogs

1/2 lb to each

746

1/2 lb to each

50

1/2 lb to each

16

816

PRATTS FOOD

In use over 30 Years

The Original Stock and Poultry Food of America

The Greatest of Animal and Poultry Regulators

*Sold in 40,000 towns in the United
States and fed in five different Continents*

IT MAKES HORSES ROBUST and healthy. Cures worms, grubs, and bots. Makes the coat glossy, creates perfect digestion, purifies the blood, and regulates the kidneys, etc.

COWS will not sink their calves. They will give more milk and butter of richer quality, and be strong and sturdy. Calves fed Pratts Food grow quickly and healthy. *Cattle raisers* can fatten their stock for killing in half the time and cost by feeding Pratts Food.

HOG CHOLERA is prevented and cured by its use. Hogs, young pigs, and boars thrive when Pratts Food is fed. It is the greatest eradicator of swine diseases and most rapid hog fattener on earth.

PRATTS POULTRY FOOD cures chicken cholera, produces eggs, fattens poultry quickly for market, makes young chickens grow, and cures all poultry diseases.

28 Red Tom

W. G. Brown Three \$/100

Wells reserve

May 29/1915 W. G. Brown

Recd of W. J. Hamill
Fifty six dollars & seven
cts \$56.07 in full
of acct - to date
July 17/1904

L. A. Ballard JRB

Thomas Hornell

To W F Bursick

To 20 # Sugar 52 - 110

Paid

W F Bursick

Samuel Hornell

May 18 To Balcones 100

" 27 " Cash 150

" " " Colosseum 10

260

Paid

9/5/1903

W. B. Bond
M. R.

818 Redford
Laguerre House Eight
18/1000000000

Nov 14/1900

PRATT'S POULTRY FOOD



• TRADE MARK REGISTERED •

PRATT'S FOOD FOR HORSES AND CATTLE

Makes Horses Healthy
Cures Hog Cholera
Fattens Pigs Quickly

Prevents Slinking of Calves
Makes More Milk
Makes Calves Grow

PRATT'S POULTRY FOOD

Cures Chicken Cholera

Fattens Poultry
Makes Hens Lay, Etc.

200

Recd from W. Tomlinson -
Two checks in part to
D. A. M. A. P.

B. W. M. E.
6/25/1904.



July 21 1905

from W. G. Hornell
Two 80/100 Dollars
in full of
D. C. D. E. by W. G. Hornell

STATEMENT OF ACCOUNT.
In case of error, return this Bill for correction

578 190

Mr. J. J. H. H. H.

To _____ Dr.

Terms _____ No. _____ St

meat
meal

led
40

STATEMENT OF ACCOUNT.
In case of error, return this Bill for correction

190

No. *James Howell*

To _____ Dr.

Terms _____ No. _____ St.

Benjamin Hall
College

150
25

STATEMENT OF ACCOUNT.

In case of error, return this Bill for correction

Aug 18 1906

No. Don't Honor

To _____ Dr.

Terms _____ No. _____ St

~~Land~~
~~Good~~
~~Wright~~
~~Good~~

25
34
50

1.09
Repaid

3

38'

STATEMENT OF ACCOUNT.

In case of error, return this Bill for correction

5/23 1906

No. James Harner

To _____ Dr.

Terms _____ No. _____ St.

to 1 B Can	15
pepsi Cola	10
meat	137
B P	25
2 Can	50
Coke	20
Soda & stuff	10
Oregon	05
	272

Paul

Be Brite

STATEMENT.

In Case of Error, Return This Bill For Correction.

8/31 1906
M Tom Harnell
To B C Co **Dr.**

Terms _____ No. 2 _____ St.

~~potatoes~~
~~Paid \$5~~
 9/1 Andre
 meat 1/15
 " 53
 " 12
 fish, 25
 67
 L.

Paid

Receiv

STATEMENT.

In Case of Error, Return This Bill For Correction.

Sept 17 190
M Tom Hand
To _____ **Dr.**
Terms _____ **No.** _____ **St.**

Sept. 17	To Gro	82
27	Med	58
	Cham	30
	Paul	70

11⁴¹ Reed from

W T Howell

Clear. 4/1000 calls

Regia 70000

Reeds

Editha Bunt

11/12/1904. 5W13

BUCKHORN, V

M

BOUGHT OF K. E. BARR

DEALERS IN—

GENERAL MERC

TERMS

ag 12

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

MAY 1 - 1905

190

Received of R. H. Hamrell

Interest on & loans

Dollars

100

To Jan 1/05

SUFFOLK LOAN CO.

By

Per

Manager.

\$

Exd

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

DEC 1-1905

190

Received of R. H. Hamell,

Interest on loan

Dollars

100

to Dec 1/05

SUFFOLK LOAN CO.

By

Almon H.

Per

Manager.

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

JAN 3- 1905

190

Received of R. H. Haurel,

Int on loan

Dollars

to Feb 1/04

SUFFOLK LOAN CO.

By

Per

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

MAR 1 - 1905

190

Received of Mr. R. H. Haurel,
Interest on \$180.⁰⁰ loan
to April '05

Dollars

SUFFOLK LOAN CO.

By

Brewer Jr.

Per

Manager.

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., JUN 1 - 1905 1.90

Received of Mr R. H. Hamel,
Interest on Loans, Dollars
to July '05

100

SUFFOLK LOAN CO.

Brewer Jr.

Per

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

OCT 21 1904

190

Received of Mr R. H. Hamre,

~~Advanced~~ on loan to me 1/04

100

Dollars

SUFFOLK LOAN CO.

R. L. Brewer Jr.

Per

Mobile Case 20.00
 Filled " 26.00

4400
 2350
 19.50

19.50
 19.50

57.00

00.49
 1.41
 52.89

57.00
 52.89

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

OCT 6 - 1904

190

Received of Mr. R. H. Wadswell,

Interest on loan to Mr. Wadswell

Dollars

100

SUFFOLK LOAN CO.

By

R. L. Brewer Jr.

Per

Manager

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., Feb 29th 1904

Received of Mr R. H. Hamel,

Interest on loan to Apr 1/04

Dollars

100

SUFFOLK LOAN CO.

By R. R. Brewer Jr.

Per

Manager

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

NOV 22 1904

190

Received of ~~R. H. Starnes~~

Interest on loan ~~made~~ ~~in~~ ~~the~~ ~~sum~~ ~~of~~ ~~500.00~~ Dollars

to pay you

SUFFOLK LOAN CO.

By

Brewer Jr.

Per

Manager.

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

SEP 30 1905

190

Received of Mr R. H. Hamell,
Trust on loans
to Oct '05

Dollars

100

\$

Brewer Jr.

Per

Manager.

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

1873-1905

190

Received of Mr R. H. Hamell,

Interest on loans

Dollars

100

to Oct '05

SUFFOLK LOAN CO.

Brewer Jr.,

By

Per

Manager

\$

R. L. BREWER & SON.
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

NOV 4 - 1905

190

Received of R. H. Hamel
Interest on loan
to be 1/05

Dollars

100

\$

BY

Per

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

NOV 14 1904

190

Received of Mr R. H. Hance,

One Hundred

Dollars

100

on loan

SUFFOLK LOAN CO.

\$100.00

By

Brewer Jr.

Per

Manager.

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., AUG - 1905 190

Received of Mr R. H. Hawlee,
Interest on loan to Sep 1/05 100 Dollars

SUFFOLK LOAN CO.

By

Brewer Jr.

Per

ALBANY

\$

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., July 14 1906

Received of W. J. Harrell

Two

For R. L. Brewer
DOLLARS,

100

\$ 2 ⁰⁰/₁₀₀

Suffolk Loan Co

Per

N.

R. L. Brewer Jan 1899

Tables,

Suffolk, Va.,

APR 1 - 1905

190

Received of R. H. Howell,

Interest on loan

Dollars

to date

100

SUFFOLK LOAN CO.

By

Brewer

Per

Manager

\$

R. L. BREWER & SON.
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., Sep 7 1904

Received of R. H. Hamill
Int. on loan to Oct 1/04 100 Dollars

Suffolk Loan Co.,

Per

R. L. BREWER & SON.
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., July 9 1904.

Received of R. H. Haines.

Int. on loan to July 7th

Dollars

100

SUFFOLK LOAN CO.

By R. B. Brewer Jr.
Per Manager.

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., Jan 30th 1904

Received of, R. H. Stamee,
Interest on loan for 100 Dollars

Jan 31/04

SUFFOLK LOAN CO.

By R. R. Brewer Jr.

Per Manager

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., May 28 1904

Received of Mr R. H. Warrall,

Int' on ~~loan~~ to July 1904

100 Dollars

SUFFOLK LOAN CO.

By

R. B. Brewer Jr.

Per

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

MAY 4 - 1906

190

Received of *A. H. Hawes*,

Interest on loans

DOLLARS,

100

to May 1/06

SUFFOLK LOAN CO.

By

Brewer Jr.

Per

Manager

\$

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.

BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

June 1st 1906

W. T. Howell for
Received of R. H. Howell

Interest on 180.⁰⁰ loan

DOLLARS,

100

to June 1/06

SUFFOLK LOAN CO.

By

R. B. Brewster,

Per

Manager,

\$-----

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va., Aug 4

1906

Received of M. J. Harrell

Two

DOLLARS,

100

Suffolk Loan Co

R L Brewer Gen Manager

Per or

\$2 $\frac{00}{100}$

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelfry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

SEP 2 1906

190

Received of R. H. Hawell,

Interest on \$180.00 loan

DOLLARS,

to Oct 1/06

100

By

Brewer Jr.
Per

\$

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

DEC 11 - 1905

190

Received of Mr R. H. Haurell,

Interest on two notes to

DOLLARS,

100

Jan 1/07

\$

Brewer Jr.
Per

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

NOV 7 - 1906

190

Received of R. H. Haurle,

Interest on \$180.00 bonds to Nov 7 06

DOLLARS,

SUFFOLK LOAN CO.

By

W. W. Haurle Jr.

Per

MEMBER.

\$

R. L. BREWER & SON.

Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles, Etc.
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

OCT 24 1906

190

Received of *R. H. Howell*

Int on 180.⁰⁰ loan to

DOLLARS,

100

Oct 1/06

SUFFOLK LOAN CO.

By

Brewer Jr.

Per

Manager

\$

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

FEB - 7 1906

190

Received of R. H. Haurle,

Interest on loan

Dollars

To Mar 1/06

100

\$

Brewer

By

Per

March 1/06

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

**Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.**

Received of Mr R. H. Stawell;
Interest on loan
to June 1/04

Suffolk, Va., Apr 30 th 1904

100

Dollars

SUFFOLK LOAN CO.

R. B. Brewer Jr.

Per _____ Manager

~~\$~~200 Received of R. H. Warren two dollars
on hand —
Apr. 1 - 1904

S. E. Overman - for Sup. L. Co.

R. L. BREWER & SON.
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

MAR 2 - 1906

190

Received of R. H. Haurel,
Interest on loans
to Apr 1/06

Dollars

100

SUFFOLK LOAN CO.

Brewer
Per *Manager*

\$

Nov 28

30.00
00.00
00.00

2400
145
55.12

00.16
00.00

00.50
50
00.00

3/800 (26
6 14 800
70 18 75
80 198

3/8 (14 1/2
6 16
2 20
4

65
243
130
43
1.73

3/130 260
43 33

4.93

65
10 1/2
650
33
6.83

2/7.14
3.58

289
051

R. L. BREWER & SON,
Diamonds, Watches, Clocks, Jewelry, Silverware, Spectacles,
BICYCLES AND BICYCLE SUPPLIES.

Suffolk, Va.,

JAN 2 - 1906

190

Received of R. H. Haurle,
~~Interest on loan~~
to Feb 1/06

Dollars

SUFFOLK LOAN CO.

By

Brewer Jr

Manager

64

三

11

15

16

$$\begin{array}{r} 1061.35- \\ 381.45- \\ \hline 1443.10 \end{array}$$

Ex a

11

OFFICE OF
ROBERT W. WITHERS,
ATTORNEY AT LAW,
SUFFOLK, VA.

Exhibits

W. Lemoine & Co. pg.

E. Joryner

vs. In Chancery

Sarah C. Harrell
and others.

1907

Final Decree
Aug. 2nd

Costs
Clerk \$ 5.13
Tax 1.50
Shff. 3.00
Atty 15.00

\$ 24.63