

1909-044
Nansemond Co (Suffolk) Chancery Causes: William H. Morris et al vs Bolling R Doughtie et al

Bruce, Austin, Bryant, Sevege, Byrd, Pierce, Pearce,
Cannon, Doughtrey, Ellis, Collins, Skinner

Folder 1 of 2

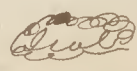
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Box 3
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Will

In the name of God, Amen. I Joshua Bryant of
Nansemond County, Virginia, being of sound mind
and body, do make this to be my last will and testament,
as follows: (that is to say) I desire that my body may be
buried at the direction of my executors, hereinafter named,
and I direct that all my just debts be paid out of my
estate as soon after my decease as may be convenient.
First, I lend unto Louisa Menford, of Southampton
County Virginia. Five Hundred dollars, in testimony
of my sincere regard for her, during her maidenhood,
and should she the said Louisa Menford, Mary, become
the concubine of another, or die, then the said Five Hun-
dred dollars I bequeath unto her daughter Martha
Sarah Menford. Secondly, I lend unto my wife Mary
Ann all of my real and personal estate (except money)
during her widowhood, and should she marry or die,
then I give unto my son Samuel P Bryant, all real
and personal property on the South side of the Old
Pompton Road, including fifty acres on the North side
of said Road, opposite the house in which I now reside,
Thirdly I give unto my son Edward Thomas Bryant
all that portion of land lying on the North side of
said road, known as the Collins' tract. Fourthly
I give and bequeath unto my daughter Mephorie Ellen
all the remainder of my real estate.
And I order also, that my sons Edward T. and
Samuel P shall ever have the privilege of fire wood,
rail timbers, and building material from off that

portion of land, bequeathed unto my daughter, Meporah Ellen, I give unto Sarah James Daughtrey, my grandchild the sum of Two hundred dollars, I also give unto my son Samuel P. the sum of Five hundred dollars and lastly should the rents and profits of my estate as lent to my wife Mary Ann, be not sufficient for the economical maintenance of her during her widowhood, then I desire her to be supported out of the several donations mentioned above. And the residue of my estate not disposed of be equally divided between my three children, Edward Thomas, Samuel P. and Meporah E. And I do hereby nominate and appoint my wife, Mary Ann and Timothy E. Langston to be my executors of this my last will and testament. I do hereby revoke and make void all former and other will and wills by me at any time or times heretofore made, and do hereby declare these presents to be and contain my last will and testament.

In witness whereof, I, the said testator, Joshua Bryant have to this my said last will and testament, set my hand and seal this seventh day of November in the year 1870.

Joshua ^{his} Bryant. 
_{mark}

Signed, sealed, published and declared by the testator Joshua Bryant, as and for his last will and testament in the presence of us, at his request, and in the presence of each other have hereunto sub-

scribed our names as witnesses.

Fred W. Horner.

J R King.

At a Court of quarterly session held for Hanson
and County on the 13th day of November. 1871.

This last will and Testament of Joshua Bryant.
late of this County, deceased, was this day fully
proved, by the oath of Fred W Horner and J R King
the subscribing witnesses thereto and was thereupon
ordered to be recorded. And Timothy E Longstreem
one of the executors named in the said will in
open Court refused to take upon himself the
burthen of the execution. whereupon, on the Motion
of Mary Ann Bryant the other executor named in
the said will who made oath as the law directs
and entered onto a bond in the penalty of Five Thousand
Dollars; conditioned according to law. with Isaac A
Kitchen, Edwin Smith and Samuel Baker her
sureties therein (who justified on oath as to their
sufficiency) and which said bond being acknowledged
by the obligors therein is ordered to be recorded) certifi-
cate is granted the said Mary Ann Bryant. for obtaining
a probat of the said will in due form.

Teste

W C Bohorn Clerk

At a monthly Court held for Hanson and County
the 13th day of April 1874.

Mary Ann Bryant the Executrix of Joshua Bryant deceased,
having married since her qualification as such Executrix and
thereby vacated her office, on the motion of Edwin Smith who
made solemn affirmation thereof and entered into and acknow-
ledged a bond in the penalty of three thousand dollars, conditioned
according to law, with John R. Kelly his security who made
oath as to his sufficiency, certificate is granted him of obtaining
letters of Administration de bonis non with the will annexed
of the said Joshua Bryant deceased, in due form.

At a monthly Court held for Hanson and County the 13th
day of July 1874.

On the motion of Edwin R. Smith who made oath
thereof and entered into and acknowledged a bond
in the penalty of fifteen hundred dollars conditioned
according to law, with John R. Kelly his security
who justified as to his sufficiency, which bond is ordered
to be recorded; certificate is granted him for obtain-
ing letters of Administration de bonis non with
the will annexed of Joshua Bryant, dead in due form.

Copies

Teste

Peter B. Prentiss, Clerk

And

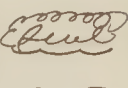
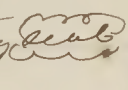
Joshua Bryant's

Will

(a copy)

This Deed made the seventeenth day of May one thousand eight hundred and seventy five, between James Daugherty and Mepouri his wife, of the County of Isle of Wight and State of Virginia, of the ~~first~~^{one} part, and John R. Kelly of Hansemond County Va. chosen as trustee for the purposes herein named, of the other part, witnesseth: That the said James Daugherty and Mepouri his wife, do grant, with general warranty, unto the said John R. Kelly trustee as aforesaid, the following property to wit: a parcel or tract of land in Hansemond County, Virginia, containing three hundred and fifty acres, more or less, situated on the west side of the Portsmouth Road and adjoining the Land of The Savage, John Harrell & the Wiggins Land and was devised to said Mepouri Daugherty by her father Joshua Bryant dec'd. by will duly recorded in Hansemond County Va. together with all and singular the appurtenances belonging to the same. In trust to secure to George N. Gardner, his heirs, executors, Admors. or assigns the sum of Two hundred and fifty dollars, on or before the 1st day of December 1875 with interest at the rate of five per cent per annum from this day, & as evidenced by bond dated this day. with power to sell said land as the law directs & after paying expenses, including a commission of five per cent on all sales, then to pay the residue as the law —

deeds. Witness the following signatures and seals.

James Daughtery 
Mepouri E Daughtery 

State of Virginia
County of Southampton } To wit:

J. K. R. Griffin, a Notary Public in and for the county
aforesaid in the State of Virginia, do certify that
Mepouri E Daughtery the wife of James Daughtery,
whose names are signed to the writing above,
bearing date the Twentieth day of May, 1875,
personally appeared before me in the county aforesaid,
and being duly examined by me privately and
apart from her husband, and having the writing aforesaid
fully explained to her, she the said Mepouri
E Daughtery acknowledged the said writing to be
her act, and declared that she had willingly executed
the same and does not wish to retract it.
Given under my hand this 22nd day of May
eighteen hundred and seventy five

J. K. R. Griffin. N.P.

Virginia
County of Southampton } To wit:

J. K. R. Griffin, a Notary Public in and for the said
County in the State of Virginia, do certify that
James Daughtery whose name is signed to
the writing above, bearing date the Twentieth

day of May 1873. has acknowledged the same
before me in in the County aforesaid.

Given under my hand. this 22nd day of May 1873-

R. R. Griffin S.P.

In the Clerk's Office of Isle of Wight County Court,
May 26th 1873.

This Deed of Trust from James Daugherty & wife to
John P. Kelly trustee for Geo. W. Gardner. was
received, and being duly certified, according to
law. was thereupon admitted to record.

Teste.

C. H. Hart. Deputy for N. P. Young Clerk.

In the Clerk's Office of Hanseman County Court.
the 7th. day of September 1877.

This Deed was received, and with the certificates
annexed. admitted to record

Teste

Peter B. Prentiss Clerk

A Copy

Teste.

Peter B. Prentiss. Clerk.

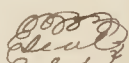
James Daughtrey ^{and} Lux:
To & Copy Weed of Trush
Jno: R. Lilly, Trustee for Geo: W.
Gardner. *

May 17-1875-

This deed made this 21st day of February, in the
year of our Lord, one thousand eight hundred and sixty
nine, between Edwin Smith of the County of Nansemond
State of Virginia of the one part, and Joshua Bryant of
the County of Southampton and State aforesaid of the
other part, witnesseth, that by virtue of a deed of trust
executed by William Elenor, Francis R Elenor and
William T. Elenor to the said Edwin Smith as trustee
for Robert M. Savage to secure the payments of the sum
of two thousand dollars, payable one fourth, (\$500)
on the 1st day of Jan'y 1866. one fourth the 1st day
of Jan'y 1867. one fourth the 1st Jan'y 1868. and the
remaining fourth on the 1st day of Jan'y 1869. all
carrying interest from the 1st day of Jan'y 1866. to
secure the payment of which sum or sums of
money the said William Elenor Francis R Elenor
and William T Elenor united in the before mentioned
deed of trust conveying to the said Edwin Smith
as Trustee, one certain tract or parcel of land
lying and being in the Upper parish of the aforesaid
County of Nansemond. Containing six hundred
and ninety acres including one equal Twelfth
part of the tract of land of which the late Willis
Wiggins died seized and possessed, being the same
more or less, adjoining the lands of William D
Rogers, Willis Wiggins' heirs Thomas Savage George W
Skinner and others, and is the same land, which
the said William Elenor Francis R Elenor and William

Elinor derived ~~derived~~ title by deeds of bargain and sale, dated December 21st. 1865, from Robert M. Savage and Liora B. his wife and to which said Robert Savage derived title by deed of gift from his father, the late Caleb Savage died, conveying in trust to secure the before mentioned sum of money. And whereas the said William Elinor has failed to make payment of any part of the said purchase money for the said tract or parcel of land, The said Edwin Smith as trustee aforesaid proceeded as authorized by the said trust to make sale of and convey the tract of land in the said trust mentioned, having duly advertised the same for sale as by law required at public auction for cash at the time appointed, which sale was made before the Court house door in the town of Suffolk, at which sale the said Joshua Bryant became the purchaser for the sum of thirteen hundred and twelve dollars and fifty cents, he being the highest bidder. Now therefore, this indenture further witnesseth, that for and in consideration of the sum of thirteen hundred and twelve dollars and fifty cents to the said Edwin Smith as trustee in hand paid, the receipt whereof is hereby admitted, and the said Edwin Smith as trustee aforesaid hath granted, bargained and sold, and by these presents doth, grant, bargain and sell unto the said Joshua Bryant, with the before mentioned tract or parcel of land in

the said deed of trust, mentioned, and herein before
fully described. To have and to hold all the aforesaid
tract, piece or parcel of land, to the said Joshua Bryant
his heirs and assigns forever, in as full and complete^{inanner}
to all intents and purposes, as the said trustee, is by
the said deed of trust authorized to convey the same,
the said trustee conveying no further right or title
than as by the said deed of trust empowered to do,
not being personally liable in any manner for the
same. Witness the following signature and seal.

Edwin Smith Trustee 

In The Clerk's Office of Nansemond County Court,
the 24th day of February 1869.

This Deed was acknowledged by Edwin Smith Trustee
and thereupon admitted to record (the requisite
stamps of \$1.50. having been affixed and cancelled)
Teste

Peter B. Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss. Clerk

MS. B.
2/21

xnd

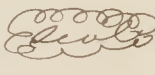
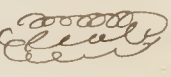
Edwin Smith, Trustee

To { Copy Deed
Joshua Bryant

Feb-26-69

This Deed, made this 10th day of March in the year 1877.
between James Daughtrey and Neporie & his wife of the
County of Isle of Wight and State of Virginia of the
first part, and John P. Kelly Trustee of the County of
Nansemond and State aforesaid of the second part,
Witnesseth: that in consideration of the sum of five
dollars to them in hand paid the receipt whereof
is hereby acknowledged, they the said parties of the first
part do grant bargain, sell and convey unto the
said John P. Kelly, Trustee the following real and
personal property, to wit: one tract of land, lying in the
County of Nansemond and State of Virginia containing
by estimation three hundred and fifty (350) acres more or
less, and bounded on the North by the lands of Moses
Horton and others, on the South by the land of J. P. Bryant,
on the East by the lands of Thomas Savage and on the
West by the Wiggins tract belonging to — Daughtrey
and others, together with all and singular the appur-
tenances belonging thereto, also one portable Steam
Saw Mill, which the said James Daughtrey purchased
of R. M. Dole of Southampton County, together with
all the gearing and fixtures of every kind whatsoever
appertaining to the same, to have and to hold the above
said real and personal property to him the said John
P. Kelly Trustee, his heirs and assigns, forever, In
trust to secure to Dr R. M. Dole the payment of
the sum of Five Hundred dollars, as evidenced by
two several Bonds, each for the sum of Two Hundred

and fifty dollars, bearing even date hereunto,
and payable as follows: One Bond executed by
James Daughtrey for the sum of \$250⁰⁰, bearing date
on the 10th day of March 1877, and payable to Dr R M
Dols, twelve months after date, and one other Bond
executed by the said James Daughtrey for the sum
of \$250⁰⁰, bearing date on the 10th day of March
1877, and payable to Dr R M Dols two years after
date, each bond bearing interest from date.
Witness the following signatures and seals the day
and year above written,

James Daughtrey 
M. E. Daughtrey 

Southampton County, to wit:

I, W B Holland, a justice of the peace for the
County aforesaid, State of Virginia, do certify that
James Daughtrey whose name is signed to the writing
above, bearing date on the 10th day of March 1877,
has acknowledged the same before me in my
County and State aforesaid.

Given under my hand, this 12th day of March 1877.
W B Holland J.P.

Southampton County, to wit:

We W B Holland and J W Duke justices of the peace
for the County and State aforesaid, do certify that
Mrs M E, the wife of James Daughtrey whose name

is signed to the writing above, bearing date 10th day of March 1877. personally appeared before us in the County aforesaid, being examined by us severally and apart from her husband, and the writing aforesaid fully explained to her, she then said to E Daugherty acknowledged, the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under our hands, this 12th day of March 1877.

J. B. Holland J.P.

J. W. Duke J.P.

In the Clerk's Office of Hanson County Court.
the 21st day of March 1877.

This Deed of Trust was received, and with the certificates written thereon, admitted to record.

Teste

Peter B. Prentiss Clerk

A Copy

Teste:

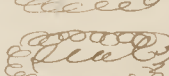
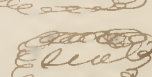
Peter B. Prentiss Clerk

James Waughtry ^{2nd} Lex
To { Copy Deed of Irish
Jno. R. Kilby, Trustee, Gen
or Ro. M. Doles

March 16-1877

This Deed made this 21st day of December on the
year of our Lord one thousand eight hundred
and sixty six, between William Elenor, Francis R
Elenor and William S. Elenor. of the County of
Gates, State of North Carolina, of the one part. and
Edwin Smith of the County of Hansemond,
State of Virginia of the other part. Witnesseth:
that the said William Elenor, Francis R Elenor
and William S. Elenor, do grant unto the said
Edwin Smith, one certain tract or parcel of
land, lying and being in the Upper parish of
the aforesaid County of Hansemond, containing
by estimation, Six hundred and ninety acres,
being the same, more or less, adjoining the lands
of Wm D Rogers, Willis Higgins heirs, Thomas
Savage. George W Skinner, and others, and is the
same land, to which the parties of the first part,
derived title, by deeds of bargain and sale (of this
date) from Robert M Savage and Leora B. his
wife, and to which the said Robert M Savage
derived title by deed of Gift from his father, the
late Caleb Savage, died: In trust to secure the
payment of a debt of ten thousand dollars, (the
purchase money of the said tract of land) due
the said Robert M Savage, and payable one fourth,
(say \$2500) in specie or its equivalent, on the first
day of January 1866, one fourth in specie or
its equivalent, on the first day of Jan'y. 1867.

carrying interest from the first day of Jan'y 1866.
one fourth in specie or its equivalent. on the first
day of Jan'y 1868. Carrying interest from the first
day of Jan'y 1866; and the remaining one fourth
in specie or its equivalent. on the first day of Jan'y
1866. and in case of a failure on the part of ^{said} the
William Elenor, Francis R Elenor and William
J Elenor to meet the payments as agreed upon in
this transaction, the said Edwin Smith is hereby
fully authorized to make sale of the said tract
of land as by law in such case, made and provided,
and out of the moneys arising from such sale
first pay all reasonable charges attending the same,
and a commission of five per cent upon the proceeds
thereof, then the debt herein before mentioned, or
such part thereof as may be unpaid, with the
interest due thereon. And the residue, if any, pay
to the said William Elenor, Francis R Elenor and
William J Elenor. Witness the following signatures
and seals.

William ^{his} Elenor 
J R Elenor ^{mark} 
William J ^{his} Elenor 

Nassau and County, to wit:

J. G. McKimur a justice of the peace in the
County aforesaid, do hereby certify that William
Elenor, Francis R Elenor and William J. Elenor

parties to a certain deed bearing date, December 21st
1865; and hereunto annexed personally appeared before
me in our county aforesaid, and acknowledged the
same to be their act, and deed, and desired me
to certify the said acknowledgment to the clerk
of the said County, in order that the said deed may
be recorded. Given under my hand and seal
this 21st day of December 1865.

H. W. Skinner *JP*

In the Clerk's Office of Nassau County Court, the 13th
day of February 1866.

This Deed of Trust was received, and with the certificate
written thereon admitted to record (the requisite stamps
of \$2.00 having been affixed and cancelled).

Teste

Peter B. Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss Clerk.

Xnd
Wm. Eleman Lals.
To { Copy Deed of Trust
Edwin Smith, Trustee for
Ro. M. Savage

Dec. 21-65 -

This deed made this 21st day of Dec. in the year
of our Lord, one thousand eight hundred and Sixty
five, between Robert M Savage, and Lora B. his wife
of the County of Gates, State of North Carolina
of the one part, and Francis R Elmer of the County
and State aforesaid, the other part; Witnesseth that
for and in consideration of the sum of Six
hundred and sixty six dollars, and sixty six and
two thirds cents, the said parties of the first part,
do grant, bargain and sell unto the party of the
second part, one equal third part of a certain tract
or parcel of land, lying and being in the County
of Hansamond, State of Virginia, containing
by estimation six hundred and ninety acres, being
the same, more or less; adjoining the land of Wm D
Rogers, Willis Higgins' heirs, Thomas Savage, George
W Elmer and others, and is the same land, to which
the said Robt M Savage derived title by deed of Gift
from his father, the late Caleb Savage, dec'd, and
is the same land upon which the said Caleb Savage lived
during the time of his residence in said County of
Hansamond, To have and to hold the said equal third part
of the said tract or parcel of land, unto the said Francis
R Elmer his heirs and assigns, forever.

Witness the following signatures and seals.

Witness.

D C Parker

H S Doughtie

Robt M Savage Seal

Lora B Savage Seal

Nansemond County, to wit:

J. D. C. Parker, a justice of the peace in and for the said County, do hereby certify, that Lora B. Savage, the wife of Robert M. Savage, parties to a certain deed bearing date Dec. 21st. 1865, and hereunto annexed, personally appeared before me in our County aforesaid, and being examined by me privily and apart from her husband, she the said Lora B. Savage acknowledged the same to be her act and deed, and declared, that she had willingly signed sealed and delivered the same, and that she wishes not to retract it.

Given under my hand this 21st day of December 1865
D. C. Parker J. P.

Nansemond County, to wit:

J. Dawson & Parker, a justice of the peace for the County aforesaid, do hereby certify, that Robert M. Savage a party to a certain deed, bearing date, Dec 21st. 1865, and hereunto annexed, personally appeared before me, in our County aforesaid, and acknowledged the same to be his act and deed, and desired me to certify the said acknowledgement, to the Clerk of the Court of said County, in order that the said deed may be recorded. Given under my hand and seal this 21st day of December, 1865

D. C. Parker J. P. *[Signature]*

In the Clerk's Office of Hanson and County Court,
the 13th day of February 1866.

This Deed was received, and with the certificates written
thereon, admitted to record, (The requisite stamps
of \$1.00 having been affixed and cancelled).

Teste

Peter B. Prentiss Clerk

A. C. M.

Teste:

Peter B. Prentiss Clerk

X¹⁴²
Robert M. Savage Secy.
To { Copy Deed
Francis R. Elmer

See 21-63-

This deed made this 21st day of Dec. in the year of our Lord, one thousand eight hundred and ~~and~~ six, between Robert M Savage. and Leora B his wife, of the County of Gates, State of North Carolina of the one part, and Wm L. Ellener, of the County and State aforesaid of the other part, Witnesseth: That for and in consideration of the sum of six hundred and sixty six dollars and sixty six and two thirds cents, the said parties of the first, do grant, bargain, and sell unto the said party of the second part, one equal ~~third~~ part, of a certain tract or parcel of land lying and being in the Upper parish of the County of Hanover, State of Virginia, containing by estimation six hundred and seventy acres, being the same, more or less, adjoining the lands of Wm D. Rogers, Willis Wiggins' heirs, Thomas Savage, George W Skinner and others: and is the same land, to which the said Robert M Savage derived title by deed of Gift from his father, the late Caleb Savage dec'd, and is the same tract or parcel of land upon which the said Caleb Savage lived, during the time of his residence in said County of Hanover, to have and to hold the said third part of the said tract or parcel of land, unto the said Wm L. Ellener his heirs and assigns forever. Witness the

following signatures and seals.

Witness
D C Parker
H F Doughter

Robt M Savage (Seal)
Leora B Savage (Seal)

Nassau County to wit:

I D.C. Parker a justice of the peace, in and for the said county, do hereby certify, that Laura B. Savage, the wife of Robert M. Savage, parties to a certain deed bearing date December, 21st, 1865, and hereto annexed, personally appeared before me in our County aforesaid, and being examined by me, privately and apart from her husband. she the said Laura B. Savage acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same, and that she wished not to retract it:

Given under my hands, this 21st day of December
1865

D.C. Parker J.P.

Nassau County, to wit:

I Dawson C. Parker, a justice of the peace, in the County aforesaid, do hereby certify that Robert M. Savage, a party to a certain deed, bearing date December 21st 1865, and hereto annexed, personally appeared before me, in our County aforesaid, and acknowledged the same to be his act and deed, and desired me to certify the said acknowledgment to the Clerk of the County Court of Nassau, in order that the said deed may be recorded.

Given under my hand

and Seal This 21st day of Dec. 1865.

D. C. Parker *Recd.*

In the Clerk's Office of Hammond County Court,
the 13th day of February. 1866.

This Deed was received, and with the certificate
~~written thereon~~, admitted to record, (The requisite
Stamp of \$1.00 having been affixed and cancelled).

Teste

Peter B. Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss. Clerk.

Robert M. Savage ^{Xm^d} Lux:
To { Copy Need.
Wm. J. Elson

Dec. 21-63-

This deed made this 21st day of December in the
year of our Lord, One thousand eight hundred and
sixty five, between Robert M Savage and Leora B. his
wife, of the County of Gates, State of North Carolina
of the one part, and Wm Ellener, of the County and State
aforesaid of the other part, Witnesseth, that for and
in consideration of the sum of of Six hundred and
sixty six dollars and sixty six and two thirds cents,
the said parties of the first part, do grant, bargain,
and sell unto the party of the second part. one equal
third part of a certain tract or parcel of land,
lying and being in the Upper parish of the County
of Transylvania, State of Virginia, containing
by estimation six hundred and ninety acres,
being the same, more or less; adjoining the lands
of Lem D Rogers, Willis Wiggins' heirs Thomas
Savage, George B Skinner and others, and is
the same land which the said Robert M Savage
derived title to by deed of Gift from his father, the
late Col. Savage, dec'd, as per deed of record dated
January 22nd 1858, and is the same tract of
land upon which the said Col. Savage lived during
the term of his residence in said County of
Transylvania, to have and to hold the said equal
third part, of the said tract parcel of land, unto
the said William Ellener his heirs and assigns

Forever, Witness the following signatures and seals.

W. C. Parker
W. C. Parker
W. C. Parker

Robt M Savage
Leora B Savage

Nansemond County, to wit:

I D. B. Parker, a justice of the peace, in and for the said County, do hereby certify, that Leora B Savage, the wife of Robert M Savage, parties to a certain deed, bearing date December 21st, 1865, and hereto annexed, personally appeared before me in our County aforesaid, and being examined by me privately and apart from her husband, she the said Leora B Savage, acknowledged the same to be her act and deed, and declared that she had willingly signed sealed and delivered, the same, and that she wished not to retract it. Given under my hand, this 21st day of Dec. 1865.

D. B. Parker J.P.

Nansemond County, to wit:

I Dawson & Parker, a justice of the peace for the County aforesaid, do hereby certify that Robert M Savage, a party to a certain deed, bearing date, Dec 21st 1865. and hereto annexed, personally appeared before me in our County aforesaid, and acknowledged, the same to be his act and deed, and desired me to certify the said acknowledgment to the Clerk of the Court of said County, in order that the said deed may be recorded. Given under my hand and seal this 21st day of December, 1865

D. B. Parker J.P. Seal

In the Clerk's Office of Hanson County Court.
the 13th day of February. 1866.

This Deed was received, and with the certificates
written thereon, admitted to record, (the requisite
stamps of \$1.00 having been affixed and cancelled)

Teste

Peter B. Prentiss Clerk

a Copy

Teste.

Peter B. Prentiss. Clerk.

Robert M. Savage ^{and} ~~and~~
To { Copy Book
Wm: Elliman

Dec-71. 65-

WE, *J. S. Hills* *Fayette* *Wansemond* County, sc. and *Isaac Hilbough* Justices of the Peace in the County aforesaid, in the State of *Tennessee*, do hereby certify that *Rebecca Higgins* the wife of *Wiley Higgins*, parties to a certain Deed, bearing date on the *26th* day of *December* 1838, and hereunto annexed, personally appeared before us, in our County aforesaid, and being examined by us, privily and apart from her husband, and having the Deed aforesaid fully explained to her, she, the said *Rebecca Higgins* acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same, and that she wished not to retract it. Given under our hands and seals this *26* day of *Decr* 1838

J. S. Hills J.P.



Isaac Hilbough J.P.



Fayette County, to wit.

We J. S. Mills

and Isaac Kilbough

Justices of the peace in the County aforesaid, in the State of Tennessee, do hereby certify that Wiley Miggins party to a certain deed & receipt hereunto annexed, personally appeared before us in our County aforesaid, and acknowledged the same to be his act and deed, and assisted us to certify the same, and to the clerk of this County Court of Henderson, in the State of Virginia, in order that the said deed & receipt may be recorded. Given under our hands & seals as Justices of the peace aforesaid, on this 28 day of December A.D. 1838.

J. S. Mills (J.P.)
Isaac Kilbough (J.P.)

DEED OF BARGAIN AND SALE.

THIS INDENTURE, made and executed this ^{28th} day of December in the year of our Lord one thousand eight hundred and thirty-eight
BETWEEN Wiley Wiggins and Rebecca Wiggins his wife of the County of Fayette in the State of Tennessee of the one part and Willis Wiggins of the County of Transylvania in the State of Virginia of the other part

WITNESSETH, That the said Wiley Wiggins & Rebecca Wiggins wife for and in consideration of the just and full sum of One hundred & fifty dollars

current money of the United States, to them in hand paid by the said Willis Wiggins whereof is hereby acknowledged, they the said Wiley Wiggins & wife have granted, bargained and sold, aliened, enfeofed and confirmed, and by these presents do and each of them grant, bargain and sell, alien, enfeof and confirm unto the said Willis Wiggins his heirs and assigns forever all of the right title interest claim & demand whatsoever both in law and equity of in & to a certain tract piece or parcel of Land situate lying and being in the County of Transylvania & State of Virginia containing by estimation Three hundred and thirteen acres be the same more or less and bounded by the lands of Caleb Savage, William Collins, Levin Furlington, Hardy Byrd & others being the same land of which Willis Wiggins the father of the said Wiley Wiggins died seized & possessed; all of the said right and title to said land having derived by the said Wiley Wiggins by the death of the said Willis Wiggins the father of the said Wiley and William Wiggins the brother of him the said Wiley

all of which will more fully and at large appear, reference being had unto the records of the County Court

with all and singular the houses, barns, buildings, yards, gardens, ways, waters, water courses, privileges, profits, easements, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said *interest in the said land* belonging, or in any wise appertaining, or with the same used and enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, TO HAVE AND TO HOLD the said *interest in the said land* with the tenements, hereditaments, and all and singular other the premises herein before mentioned, or intended to be mentioned, bargained and sold, and every part and parcel thereof, with every of their rights, members and appurtenances, unto the said *Willis Wiggins, his* heirs and assigns, to the only proper use and behoof of *him* the said *Willis Wiggins, his*

heirs and assigns forever. And the said *Wiley Wiggins and R. Wiggins his wife* for *themselves* and *their* heirs and assigns, the said *interest in the said land* with all and singular the premises and appurtenances before mentioned, unto the said *Willis Wiggins, his* heirs and assigns, free from the claim or claims, demand or demands of *them* the said *Wiley Wiggins and R. Wiggins his wife* and *their* heirs or assigns, or either of them, and of all and every person or persons whatsoever, shall, will and *do* warrant and forever defend by these presents.

In witness whereof, the said *Wiley Wiggins and R. Wiggins his wife* have hereunto set *their* hands and affixed *their* seals, the day, month and year first above written.

Signed, Sealed and delivered in presence of

J. S. Mills

Wiley Wiggins



Rebecca Wiggins

1838 December

RECEIVED of *Willis Wiggins*
the sum of *One hundred and fifty dollars*
in full of the consideration mentioned in the foregoing Deed.

\$150.

Wiley Wiggins

Teste,

J. S. Mills

State of Tennessee } I Jamon Koonce clk of
Fayette County } the County Court of said County
do Certify that I
Wells and Isaac Mclough whose signatures appear
to the foregoing probates attached to said and
is and was at the time of signing the same
acting Justices of the peace in and for said
County of Fayette and that they were duly
commissioned and qualified as such and
that full faith and credit are due to their
official acts
Witness whereof I have hereunto
set my hand and affixed
the Seal of said Court at
my office in Lomaxville this
the 30th day of Decr 1838
Jamon Koonce clk

In the Clerk's office of Wansborough County Court the 8th day of April
1839 - This Indenture was received, and with the certificate of the
prior examination of the same Covert; the certificate of its acknowleg-
ment and of the Receipt before two Justices of the peace for the County of
Fayette, in the State of Tennessee, by the grantor, and the certificate of the Clerk
of the County Court of Fayette County, in the State of Tennessee, hereto annexed
admitted to record -

Teste Joseph Prentiss. Clerk

Exam? & truly recorded

Teste

Joseph Prentiss. clk.

Wiley Higgins tax

to my Deed to

Wiley Higgins

1839 Received, cer-
april 8. tified sale.

no "3"

Recorded book No 37
page 40

Rec'd

Humphrey D. Hall
(and wife)

to my Deed

Willis W. Wiggins

1838

July 9. acknowledged in
off. of mlt. cert. a. n. d. r.
A. R.

lv. '9"

Recorded book no 36
page 252.

Know All men by these Presents that J. Humphrey D Savage
& Elizabeth my wife do on the first day of June in the
year of our Lord One Thousand Eight hundred & Thirty
Eight both living & residing in the County of Nanam
& State of Virginia do bargain & Sell & Deliver unto
William W. Higgins living & residing in the Said city
& State for the sum of one hundred Dollars one certain
Tract & Parcell of Land lying in the upper Parish of Nanam
County & State of Virginia Beginning as follows in the run of
the Knuckle Swamp & running thence up the horse head
Branch bound by the land of William Collins thence up the
said branch bounded by the Land of Colap Savage thence
up the said branch bounded by the Land of Thomas Savage
Dead to A Corner Standing in Timothy Pearce line thence
a line of marked trees bound by the said T. Pearce unto the
the land that formerly belonged John Hamilton Dead to
Jacob Byrd Land which is the main run in J. Savages
mill thence up the said Knuckle Swamp to the first
station bounded by the land of the said J. Byrd &
the Land of Luis Byrd Dead containing by Estimation
Three Hundred & Thirteen Acres be the same more or less
the receipt is hereby Acknowledged that we the said Humphrey
& Savage & wife have given & granted bargain & sold
the Above bounded land & Premises for the Above
Named sum of One Hundred Dollars to me Humphrey
& Savage in hand Paid by the said William W. Higgins
for which Named sum Above return J. the said H. D. Savage
& wife do give up all the right & title & interest that
is or ever was invested in me the said H. D. Savage
& wife unto the said W. W. Higgins unto him his
heirs & assigns forever with all Priviledges in & out -
houses barns highways low grounds meadows highroads -
waters & water courses & Every thing there unto Belonging
free from me H. D. Savage & wife & our heirs Exors Adors &

& Assign forever unto the said W. W. Higgins unto him
his heirs Exors. & assigns forever to the only use &
Benefit of the said W. W. Higgins to sell or dispose as
he thinks proper & further more I the said H. D. Savage
for the Afforaided Sum of one Hundred Dollars to
me in hand Paid by the said W. W. Higgins. I do warrant
& Defend all the rates & title & interest that is or ever
was invested in me to the said W. W. Higgins
unto him his heirs & assigns forever for which we have
hereunto set our hand & Seal the day & Date Above
said in the Presence of us

Witness —

Widdick

Humphrey D. Savage seal
Elizabeth Savage
mark seal

H. L. Offey
Darius Langston

Nansemond County Va.
We Hamlin L. Eppes & Burrell Riddick
Justices of the Peace for the County aforesaid do
hereby certify that Elizabeth Savage the wife of
Humphrey D. Savage parties to a certain deed
bearing date on the first day June 1838. and
herunto annexed personally appeared before us
in our county aforesaid and being examined privily apart from her husband
to her act and deed the said deed well known and
having the deed aforesaid fully explained to her she the said Elizabeth acknowledged
the same to be her act and deed and declared that she had willingly signed, sealed,
and delivered the same and that she wished not to retract it.
Given under our hands that
this 2nd day June 1838.

Nansemond County Va.

We Hamlin L. Eppes & Burrell Riddick Justices of
the Peace for the County aforesaid. do hereby certify that
Elizabeth Savage the wife of Humphrey D. Savage parties to a
certain deed bearing on the first day June 1838. and herunto annexed
personally appeared before us in our county aforesaid and being
examined by us privily and apart from her husband and having
the deed aforesaid fully explained to her she the said Elizabeth acknowledged
the same to be her act and deed, and declared that she had willingly
signed, sealed, and delivered the same and that she wished not
to retract it.
Given under our hands that
this 2nd day June 1838.

H. L. Eppes
B. Riddick

In the clerk's office of Naussemond County Court the
9th day of July 1838. This deed was acknowledged
by Humphrey W. Savage to be his act and deed, (and with
the certificate of the jury examination of the same - court
books annexed admitted to record.

Exo. truly recorded

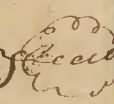
Teste, Joseph Prentiss. clk.

Teste, //
Joseph Prentiss. clk.

thence unto or any part or parcel thereof within
the above mentioned bound or territories and all
other rights Cleare unto him the said John L
Smith his heirs & assigns forever freely & Clearely
acquitted exonerated & discharged of & from all
manner of former & other ^{gift} Grants Bargains Sales
Leases Rents Uses & all manner of incumbrances
of what Nature or kind whatsoever unto the only
proper use Benefit & behoof of him the said John
L Smith his heirs & assigns forever —

In witness whereof the said Mills Rogers & wife
hath hereunto set their hands & affixed their seals
the day & year first above written

Signed Sealed & delivered
in the presence of us. }

+ Mills Rogers 
Sarah ^{her} Rogers 

John Barrell

Oliver Dicke
Timothy L. Smith

In Mausemond County Court Clerks office the 9th day of January
1826. This deed was acknowledged before me in my said office
by the grantor to be his hand and seal and act & deed and the
same covert having been privily examined and the relinquish-
ment of her dower right certified according to law the said
deed and certificate are thereupon admitted to record

Attest Am J Kelly D.C.

And Truly Recorded
Attest Am J Kelly D.C.

Nansemond County to wit

We John Barrell and Abram Duke Justices
of the peace in the County aforesaid and State of
Virginia do hereby Certify that Sarah Rogers the wife
of Mills Rogers parties to a certain deed bearing date
the 12th day of November 1825 and hereto annexed
personally appeared before us in our said County
aforesaid; and being by us Examined privately and
apart from her husband and the deed fully expl-
-ained to her. She the said Sarah Rogers acknowledged
the same to be her act and deed and declared that
she had willingly signed sealed and delivered the
same and that she wished not to retract it.

Given under our hands and Seals this 4th day of
January 1825

John Barrell

Abram Duke

This Indenture Made the 12 day of
November one thousand Eight and twenty five
Between Mills Rogers & Sary his now wife of
the upper parish of Nansemond County and
State of Virginia of the one part & John S. Smith
of the other part and Parish aforesaid Witnesseth
that the said Mills Rogers & wife for and in consid-
-eration of the Just Sum of Four Hundred Dollars
Current money of aforesaid to them in hand paid
or Secured to be paid by the said John S. Smith
The Receipt whereof the said Mills Rogers doth hereby
acknowledge & confess himself & wife therewith fully
paid & satisfied hath give Grant Bargained sold
& by these presents doth fully freely Clearly &
absolutely Give Grant Bargain Sell Aline Infeoff
Convey & forever Confirm unto him the said
J. Smith his heirs & assigns forever, one Certain
plantation tract or parcel of land Situated lying &
being in the county aforesaid, & bounded as follows
to wit Beginning at the mouth of the great branch
Issued of the old Mill or bog Swamp then up
the main run of S^d Branch to the fork then up
the main run of the Westward prong of S^d branch
to James Jones D^r line of marked trees then along S^d
line to a red oak a corner tree of S^d James Jones D^r line
and formerly Daniel brother turning more Southward
along said line to a red oak again a corner
of S^d line then turning more westwardly by a line
of marked trees to a pine in Robert Dukes line thence
along S^d line of marked trees a Southwardly Course

Recorded Book No. 20
Page 344

1825
Nov. 9th
J. S. Smith

Mills Rogers & wife
J. S. Smith

To a pine a corner of s.^d Robert Duke & the heirs of
Willis Wiggins Then along Wiggins line a westerly
Course to a red oak in John Smiths line then
bounded by s.^d Smiths line of marked trees the
various Courses thereof to the main run of the s.^d
Mills Swamp aforesaid Contains in the whole
by Estimation Two hundred acres to the same
more or less to have & to hold unto him the s.^d John
Smith to him and his heirs forever with all the Rights
profits & appertenance thereunto belonging with all the
reversion & reversions remainder & remainders and all
other liberties & privileges thereto belonging or in any
wise appertaining with my Grist mill and all
thereto belong and one Acre of land adjoining John
I Smith & Margaret Smith for the use of the said
mill to said Smith & heirs forever

And the s.^d Mills Rogers & wife doth further Covenant
& agree with the said John I. Smith that at the
time of the inscaling & delivering of these presents
they had within themselves a good Right full power
& a lawfull authority in presump^t to Grant Bargain
Sell & convey the above dimissed lands & premises in
manner and form as aforesaid unto him said John
I Smith his heirs & assigns forever & that they
shall & will forever hereafter warrant and defend
the above dimissed Lands & mill & mill seats
Clear from & against the lawfull Right or Claim
of themselves their heirs Executors & assigns also Clear
from & against the lawfull Right or Claim of any
other person or persons whatsoever Claiming or
to Claim any lawfull Right Title or Interest

line then bounded by Smiths line of marked trees
the various courses thereof to the main run of the
old mill Swamp aforesaid contains in the whole
by Estimation two Hundred Acres of land to the
same more or less to have & to hold unto him the
said Timothy Pearce to him and his heirs

forever - With all the rights profits & appurte-
-ces thereunto belonging with the revision & revisions
remainder & remainders together with all other
rights liberties & privileges thereto belonging or in-
any wise appertaining with my Grasp mill & all
thereto belonging and one Acre of land adjoining
the land of John S. Smith Dec^d & Jacob Holt for
the use of said mill to said Pearce & heirs forever
And the s^d Jethro Reddick & wife doth further
covenant and agree with the said Pearce that at
the time of the enrolling & delivery of these present
They had within themselves a good right full power
and lawfull Authority in full simple to Grant Bargain
sell & convey the above land and boundaries in manner
and form aforesaid unto Timothy Pearce his heirs &
assigns forever and the said Reddick & wife will forever
hereafter warrant and defend the above demised land
& mill & mill seat clear from & against the lawful
right or claim of themselves or any other person or
persons

In witness whereof The said Reddick & wife have
hereunto set their hands & affix their seal this day
and year first above written

Witness delivered in presence of
Robert Reddick
Alfred J. Ellis

Jethro Reddick
Elizabeth Reddick

Let H. Riddick & wife

to Timothy Pearce

1829

Augt. 26th

off. & at the

" 5 - "

Record Book
No 22 Page 386
" " "

Monmouth County Court Clerk's office
This Deed from Letthro Riddick & Elizabeth his wife to
Timothy Pearce was acknowledged before me in my office
aforesaid on the 26th day of Augt. 1829 by the said Riddick
to be his hand and seal ~~that~~ and that he delivered the
same as his act & deed and the feme covert having been
privily examined and the relinquishment of her dower right
certified according to law the said deed & certificate are thereupon
admitted to Record Teste

Saml. L. Kiehl & Co.

Pro. & truly Recorded
Teste Saml. L. Kiehl & Co.

This Indenture Made the 3rd day
of August one Thousand Eight hundred &
twenty nine Between Jethro Reddick & Elizabeth
his wife of the upper parish of Nansemond County
State of Virginia of the one part & Timothy Pearce
of the other part and parishes aforesaid
Witnesseth that the said Jethro Reddick & wife for and
in consideration of the just and full sum of one
Hundred and twenty Dollars to them in hand paid
by the said Timothy Pearce the receipt whereof
the said Jethro Reddick & wife doth hereby acknow-
ledge & confess themselves therewith fully paid and
Satisfied hath Give Granted Bargain'd & sold and by
these presents doth fully freely clearly absolutely Give
Grant Bargain sell Alene Infeoff convey & forever
Confirm unto Timothy Pearce one certain plantation
tract or parcel of Land situated lying & being in
the county aforesaid & bounded as follow to wit

Beginning at the mouth of the great branch
issueth of the old mill or bog Swamp then up the
main run of said Branch to the fork then up the
main run of the westward Spring of S^d Branch to
James Jones Sr^s line of marked trees then along said
line to a red oak a corner tree of said Decu^r and formerly
Daniel birds then turning more Southward along S^d
line to a red oak again a corner of said line then
turning westwardly by a line of marked trees to a
pine in Robert Dukes line then along said line of
marked trees & Southwardly course to a pine a corner
of S^d Dukes & Willis Wiggins line then along Wiggins
line a westwardly course to a red oak in John Smith

Warren County to wit I

We John Merrill & Robert Kiddick Justices of the
Peace in the County aforesaid and State of N.Y.
Do hereby Certify. That Elizabeth Kiddick the wife
of Luther Kiddick parties to a Certain Deed bearing
Date the third day of August 1829, and hereto
attached, personally came before us in our Said
County aforesaid; and being by us Exhorted and
advised and apart from her husband, and
the deed being fully explained to her. She
the Said Elizabeth Kiddick acknowledged
the same to be her act & deed & declared
she had willingly signed the same and
sealed & Subscribed as her act & deed
and wished not to retract it

Given under our hands & Seals this
4th day of August 1829 — John Merrill

Robert Kiddick

"A"

Willis Wiggins the elder owned a certain tract of land in the County of Hanseman in the State of Virginia certainly as far back as the year 1829 containing by estimation 3 1/3 acres more or less, as will appear from a deed recorded in the Clerk's Office of Hanseman County Court on the 9th day of January 1826, from Mills Rogers & wife to John L. Smith, and again from a deed from Jethro Riddick & wife to Timothy Pierce duly recorded in same office the 26th day of August 1829 in both of which deeds the land of Willis Wiggins is referred to as one of the boundaries.

The above mentioned Willis Wiggins the elder departed this life about the year 1837, leaving four children, Willis the younger, Wiley, William and Elizabeth, who intermarried with Humphrey D. Savage.

Willis purchased the right, title and interest of Elizabeth as will appear from a deed recorded on the 9th day of July 1838 from H. D. Savage & Elizabeth his wife, and also the right of Wiley as will appear from a deed recorded on the 8th of April, 1839, William the other child - died after the

execution of the deed of Savage wife and before the execution of the deed from Wiley - hence at the death of William his sister inherited $\frac{1}{3}$ of his fourth interest in the aforesaid land thus vesting in her $\frac{1}{12}$ of the said tract of land, while Willis (the younger) by inheritance and by purchase was possessed of the other $\frac{11}{12}$ - and at the death of this Willis the $\frac{11}{12}$ aforesaid, which he held at the time of his death passed to his two daughters Cornelia O. wife of B. R. Doughtie + Anna M. wife of Willis Austin - while the other $\frac{1}{12}$ was sold by H. D. Savage + ~~Elizabeth~~ ~~his wife~~ to Caleb Savage, who gave it to his son Robert M. Savage - It is claimed that R. M. Savage sold his interest to William, Francis R. and William S. Ellenor but there is no record evidence of the fact - and moreover there had never been any division of the aforesaid land and it remains to this day undivided. Mrs Elizabeth Savage never joined in the deed from her husband Humphrey D. Savage to Caleb Savage and hence is the present owner of the other $\frac{1}{12}$ th

William H. Morris and Benjamin M. Bruce

¹⁰
Rolling R. Doughtie and Cornelia O. his wife,
Willis Austin and Ann M. his wife, and
D. B. Cannon.

Injunction is awarded according
to the prayer of the Bill to prohibit
and restrain Rolling R. Doughtie and Cornelia
O. his wife, Willis Austin and Ann M. his
wife and D. B. Cannon their agents and all
persons claiming by through or under them
from proceeding further to cut, destroy or
remove any timber upon the real estate
purchased by William H. Morris and Benjamin
M. Bruce from A. C. Stiles Trustee, and
from proceeding to ~~remove~~ sell or remove
from the said premises any part of the wood
cut and skinned or corded on the East side
of the Railroad of the Suffolk Lumber Company
about one mile from Whiskeyville (coming
towards Suffolk).

But the plaintiffs in this suit are not to
have the benefit of this order until they or
some one for them shall have executed
to the Clerk of the Circuit Court
of Harrison County a proper bond
with good security in the sum
of Three Hundred Dollars

In the Circuit Court of Hansemond County.

In Chancery

Wm. H. Morris & Benjn. M. Bruce Plaintiffs
vs

Bolling R. Doughtie & Cornelia O. his wife,
Willis Austin and Ann M. his wife and

D. B. Cannon Defendants

To the Hon. George Blow,
Judge of the aforesaid Court.

The joint and separate answer of
Bolling R. Doughtie & Cornelia O. his wife,
Willis Austin & Ann M. his wife, to the
bill of complaint of Wm. H. Morris & B. M.
Bruce exhibited against them and D. B.
Cannon in the said Circuit Court for the
County of Hansemond

The aforesaid defendants now and at all
times hereafter, saving and reserving to
themselves jointly and severally, all and
all manner of benefit and advantage of
exception to the manifold errors, uncertain-
ties, imperfections, and insufficiencies in the
aforesaid complainant's said bill of Com-
plaint contained, for answer thereto, or
unto so much, and such parts thereof, as
there joint and several defendants are ad-
vised is material for them the said defend-
ants to make answer unto, they the

aforesaid defendants, jointly and severally answering say, that they deny utterly that the complainants aforesaid, to wit: the said Wm. H. Morris and B. M. Bruce ever had or now hold, any right, title or interest in and to the tract or parcel of land in the said bill of Complaint mentioned and described as lying and being on the East side of the Suffolk Lumber Company's railroad, and upon which there now is or ought to be, upwards of one hundred cords of pine wood cut and peeled or corded, ready for hauling to the railroad of the aforesaid Suffolk Lumber Company, and which wood was cut under a Contract made and entered into by and between your respondents B. R. Doughtie & wife and Willis Austin & wife of the one part, and D. B. Cannon of the other part.

Your respondents aforesaid say further that G. L. Writen, substituted trustee as alleged in the bill of Complaint, never had at any time any right, title or interest as such trustee to any portion of the aforesaid disputed premises as to enable him to convey to the complainants aforesaid any right, title or interest whetsoever, inasmuch as the deed of trust itself under which he acted did not cover any portion of

what is known as the "Wiggins Land", the tract or a portion thereof now in controversy, a copy of said deed being herewith filed marked "no. 1" and is prayed to be taken as part of this answer; Said deed being a deed of trust from James H. Daughtrey & wife to John R. Kelly trustee for Dr. R. M. Doles (and A. C. Weithers was for reasons appearing to the County Court for Hansemond County, substituted trustee in place of said John R. Kelly.)

Your respondents further say that the fee simple title to the land and premises in controversy is wholly in the heirs of Willis Wiggins who died about the year 1827- leaving four children, to wit, Willis, Wiley, William and Elizabeth who intermarried with Humphrey D. Savage.

Willis purchased the rights of Wiley and Elizabeth as will appear by deeds duly executed and recorded in the Clerk's office of Hansemond County Court, as will appear by said deeds herewith filed and marked exhibits No. "2" + No. "3".

William the third son of the elder Willis died unmarried and without lawful heirs not having disposed of his interest in his father's landed estate, after Elizabeth had conveyed her interest to her brother the said Willis

the younger, and before Wiley had conveyed his interest - hence upon the death of the said William, his brothers Willis and Wiley and his sister Elizabeth became the heirs of his portion of his father's land - to wit $\frac{1}{3}$ of $\frac{1}{4}$ or $\frac{1}{12}$ each of which Wiley's $\frac{1}{12}$ was duly conveyed to the aforesaid Willis - thus leaving an undivided $\frac{1}{12}$ still belonging to Elizabeth and so your respondents believe that the title at this time is wholly in the heirs of said Willis Wiggins ~~and the assigns of Elizabeth who with her husband Humphrey~~ D. Savage sold the aforesaid $\frac{1}{12}$ to Caleb Savage who gave it to his son Robert. the other $\frac{1}{12}$ being the fee simple property of Cornelia O. the wife of B. P. Doughtie and Ann M. the wife of Willis Austin in equal shares, as will appear by an abstract of title herewith filed ^{marked "A"} ~~marked "A"~~. The other $\frac{1}{12}$ being ^{the property of said} ~~the property of said~~ ^{Elizabeth Savage} ~~the property of said~~

Your respondents answer further that as they are advised and believe they are in no way infringing upon the rights of Wm. H. Morris and B. M. Bence as derived from A. C. Withers substituted trustee, in the deed from James H. Doughtie and Missouri E. his wife, and say furthermore that what they have done in the matter

of cutting wood was simply in accordance with their rights in the premises. And all these matters above averred your respondents believe they are ready to prove, as this Court shall direct, and pray to be hence dismissed, with their reasonable costs and charges in this behalf wrongfully sustained.

H. S. Doughtie & others

by C. H. Causey of Counsel

Virginia

County of Henric to wit

I, C. H. Causey a Notary Public for the County aforesaid in the State of Virginia do certify that B. R. Doughtie and Willis Austin whose answer is above written and made oath that the statements contained therein as far as made of their own knowledge are true; and so far as derived from the statements of others they believe them to be true.

Given under my hand this day of August 1882.

Mom & Ben

is } cher paper

Doughty & Arch

"Answer"

This Deed made this 12th. day of May
A.D. 1882 between A.C. Withers Substituted Trustee
of Suffolk Virginia, of the first part and
William H. Morris and Benjamin M. Bruce
of Norfolk Virginia, of the second part.
Whereas James Daughtrey and Missouri E. his
wife by deed bearing date the 10. day of March
1877 and recorded in Clerk's Office of Hanse-
mond County Court on the 21. day of March
1877 (see Deed Book No. 5 p. 54) did grant and
convey unto John R. Kilby, Trustee, "one tract
"of land lying in the County of Hansemond
"and State of Virginia containing by estimation
"Three hundred and fifty (350) acres more or
"less and bounded on the North by the lands
"of Moses Horton and others, on the South by
"the lands of S.P. Bryant, on the East by the
"lands of Thomas Savage, and on the West by
"the Higgins tract, belonging to — Doughlin
"and others, together with all and singular
"the appurtenances belonging thereto" in trust
to secure to Dr. R. M. Dohes the payment of the
sum of five hundred dollars (\$500.) evidenced by two
bonds each for the sum of Two hundred and fifty
dollars (\$250.).. And whereas Dr. R. M. Dohes did
on the 17. day of March 1882 assign and transfer
unto Richard S. Boykin the said two bonds secured
by the said deed of trust together with all

his rights and privileges by virtue of the said deed of trust. And John R. Kilby the trustee named in the said deed, having departed this life and A. C. Withers has been substituted as trustee under the said deed in accordance with the statute in such case made and provided. And whereas Wilbur J. Kilby Special Commissioner in the Chancery cause of "Gardner and others v. James Daughtry and others" by virtue of decrees pronounced in the said cause by the Circuit Court of Harrison County, has sold and conveyed to Robert M. Doles, One hundred and fifty (150) acres, a part of the said tract of Three hundred and fifty (350) acres, conveyed in the said deed of trust in order to satisfy a prior lien upon the same. And whereas the said James Daughtry having made default in the payment of the debt secured by the said deed of trust, the said A. C. Withers Substituted Trustee, at the request of Richard S. Boykin Assignee of D^r R. M. Doles, and in execution of the trusts declared in the said deed, did, on the 8th. day of May 1882, having first given due notice of the time and place of sale by advertisement according to law, expose to sale the residue of the tract or parcel of land aforesaid, with its appurtenances

abovesaid, at public auction to the highest bidder
for cash; at which sale the said William
H. Morris and Benjamin M. Bruce, being the
highest bidders, became the purchasers thereof.

Now therefore this deed witnesseth,
that the said A. C. Withers, Substituted Trustee
as abovesaid, for and in consideration of the
premises, and for the further consideration
of the sum of Two hundred and fifty Dollars
(\$250.) to him in hand paid by the said
William H. Morris and Benjamin M. Bruce,
at and before the making and delivery of
these presents, the receipt whereof is hereby ac-
nowledged, which said sum is to be appro-
priated and applied as by the said deed of trust
is directed, doth grant, bargain, sell and
convey unto the said William H. Morris
and Benjamin M. Bruce, their heirs and assigns
forever, all the residue of the said tract or
parcel of land conveyed to John L. Kilby
Trustee by James Daugherty and wife, by
deed bearing date the 10. day of March 1871,
(except that portion of the said tract of
land, containing One hundred and fifty acres
(150) sold and conveyed to Robert M.
Doles by Wilbur J. Kilby Special Commissioner)
together with all the appurtenances therunto
belonging or in anywise appertaining. - The land

herin conveyed is sold in gross and not by
the acre, but the tract is supposed to contain
two hundred acres.

And the said A.C. Withers, Substituted Trustee, the
title to the said tract or parcel of land, with
its appurtenances aforesaid unto the said William
N. Morris and Benjamin M. Dince, and their
heirs and assigns, with warrant and force
to defend against the claims of himself and his
heirs and of all persons claiming by, through
or under him.

Witness the following signature and seal.

A.C. Withers Sub. Trustee

State of Virginia

County of Nansomund

Peter B. Prentiss is a Commissioner
in Chancery in the Circuit Court of Nansomund
County, & certifies that A.C. Withers Substituted
Trustee, whose name is signed to the writing
above bearing date on the 12th. day of May 1882,
has acknowledged the same before me in the County
aforesaid. Given under my hand this 12. day
of May 1882.

Peter B. Prentiss

Comm. in Chancery

In The Clerk's Office of Nansomund County Court, the 20th. day of May, 1882.
This Deed was received, duly certified, and thereupon admitted to record.

Teste: Peter B. Prentiss, Clerk

^{and}
A. C. Withers, Substituted Trustee.

To { Reed

Wm H. Morris and Benjⁿ M. Bruce

1882
May 20th: Received in the
Clark's Office, certified, LAR.

Exhibit No. 1

Wm H. Morris

Benjⁿ M. Bruce

Receipt No.

Recorded - Deed Book
No. 10. page 480

Tax & recd. fee paid \$2.²⁵
cek.

William A. Morris and
Benjamin M. Bruce.

Bolling R. Doughtie and Cornelia O. his wife,
Willis Austin and Ann M. his wife, and
D. B. Cannon.

To the Honorable George Blow Judge of the
Circuit Court of Nausemond County.

Sheweth your orators William A. Morris
and Benjamin M. Bruce of the City of Norfolk
Virginia, that they are the owners in fee
simple absolute of a certain tract or parcel
of real estate lying on both sides of the
railroad of the Suffolk Lumber Company,
near the village of Waleysville in the County
of Nausemond, containing by estimation Two
hundred (200) acres more or less, it being a
part of the land formerly owned by James
Daughney and wife, and conveyed to your
Complainants by A. C. Withers Substituted
Trustee by deed bearing date the 12th. day
of May 1882, and admitted to record in
the Clerk's Office of Nausemond County Court
on the 20. day of May 1882. The said deed
is herewith filed and your Complainants pray
that it may be read as a part of this
Bill (marked Exhibits No 1.). -

That for some time past Bowling R. Doughtie, Willis Austin and D. B. Cannon or their agents have been and are now committing divers acts of trespass upon the said real estate, by cutting, removing and selling valuable timber therefrom.

Your Complainants are informed, believe and they therefore charge that there is now in the said premises, on the East side of the Railroad of the Suffolk Lumber Company, about one mile from Waleysville (coming towards Suffolk) upwards of One hundred cords of wood, cut from the said real estate by the said Bowling R. Doughtie, Willis Austin and D. B. Cannon or their agents, and that they ~~are now~~ ~~are~~ are removing the same from the said premises and converting the proceeds thereof to their own use.

Forasmuch therefore as your Complainants are remediless in the premises aforesaid in a Court of Equity where such matters are properly cognizable and relievable, they pray that Bowling R. Doughtie and Cornelia O. his wife, Willis Austin and Anna M. his wife, and D. B. Cannon may be made parties Defendant to this Bill and required to answer the same on oath, that they and each of them, their agents and all others

persons claiming by, through or under them may
be enjoined and restrained from proceeding
further to cut, destroy or remove any timber
upon the real estate purchased by the Complain-
ants from J. C. Miller, Trustee, and from pro-
ceeding to sell or remove any part of the
wood cut and piled or corded upon the
said premises, on the East side of the Railroad
of the Suffolk Lumber Company, about one
mile from Whaleyville (coming towards Suffolk).
And for such other further and general
relief as the nature of their case may
require and the principles of equity may
justify.

Let a Subpoena go &c
And your Complainants will ever pray &c

Witness my hand
P. 9

W. H. Morris

State of Virginia

County of Hansemond, to wits:

This day Mr. J. C. Miller
personally appeared before me and made oath that the
matters of fact contained in the foregoing bill, so far as made
of his own knowledge are true, and so far as made from information
derived from others he believes them to be true.

Given under my hand this 15. day of May 1882.

Robt. K. Prentiss -
Circuit in Chancery

W. A. Morris and

B. M. Bruce

1. ~~W. A. Morris~~ Bill & Exhibits.

P. R. Douglass & others

William H. Morris

25 { Chy. Notes

Bolling R. Douglass Day: Cal.

1882. May 20th: Sum. in chy: Lc issued

" " " Bill Lc filed

" June 5th: Decree nisi to the defendants

" July 3rd: Decree nisi continued - Cons: of all the depts
except D. B. Cannon filed Agent: upheld.

" " " Bill taken for confessed as to the dept: D.B.
Cannon & cause set for hearing on mo: in
Plitt's Court

" Aug. 11th: Carter's Depositions filed

" Sept. 19th: Plitt's Depositions filed

Chy. Notes

I & Wright

Morris & Bruce
vs In Chancery
B R Doughtie & others

1909

July 16th

Final Decree

Morris & Bruce vs Doughtie & others

The Depositions of Jesse R. Savage and Others, Taken before me, Peter B. Prentiss, a Commissioner in Chancery of the Circuit Court, for the County of Hanover, in the State of Virginia, by Consent, at The Clerk's Office of Hanover County Court, in the Town of Suffolk, on the 11th day of August, 1882, between the hours of 6 A.M. and 6 P.M., to be read as evidence on behalf of Bolling R. Doughtie and Cornelia O. his wife, Willis Austin and Ann M. his wife, and D.B. Cannon, in a certain Suit in Equity, depending in the Circuit Court ^{for} of the County of Hanover, wherein, William H. Morris and Benjamin M. Brace are Plaintiffs, and the said Bolling R. Doughtie & wife & others, as ^{for} aforesaid, are Defendants.

Present, C.H. Consey, Counsel for Defendants
Robert R. Prentiss, Counsel for Plaintiffs

Jesse R. Savage, being duly sworn on the Holy Evangelists of Almighty God, deposes and saith as follows:

1st Ques.

What is your age?

Ans.

Sixty (60) years

2^d Ques.

Do you know the parties to this Suit?

Ans.

I know the Defendants, I do not know the ~~Plaintiffs~~ ^{Plaintiffs}.

3^d Ques.

Are you acquainted with what is known as the "Uggies" land?" & if so, how long?

Ans.

I have known said land ~~long~~ ever since 1829 (say 53 years,) when my father died, and in his will he gave me land adjoining ^{it}

4th Ques.

Did you ever, at any time, ever own any of the Uggies land?

Ans.

I did not.

5th Ques.

What disposition did you make of the land your father

2

gave you, by last Will and Testament?

Ans. In June, 1843, I sold it to Caleb Savage, & executed to him a deed therefor. or for what ever ^{of land} I got by the will

6th Ques: Do you or do you not know, whether the ^{said} deed to Caleb Savage covered any portion of what is known as the Whiggins' land? & if it did, had you any right to make a deed for any portion of said land..

Ans. I have no recollection of its covering any ~~part~~ ^{part} thereof, I had no right to make a deed for any portion thereof, for I did not claim it, neither did my father before me.

7th Ques: Do you know what disposition Caleb Savage made of said land. ~~that is~~ ^{that is} of the land you sold him?

Ans. I do not know positively - I heard he gave it to son Robert M. Savage - ~~the said~~ the said land is at present owned by Mrs. Whaley.

8th Ques: Do you know, whether any portion of the said "Whiggins' land" has been sold to any body?

Ans. I do not - never heard of any part of it, or being sold.

9th Ques: Did you know Willis Whiggins, the farmer?

Ans. I did -

10th Ques: How many children did he leave at his death?

Ans. I only know of two - one named Pops & ^{the other named} Bones - one is the wife of William R. Longfellow, & the other is the wife of Willis Austin - their mother is my niece.

11th Ques: Do you know any thing about the boundaries?

Ans. I do not, only, between my brother & myself, under the will.

12th Ques: Are you acquainted with that portion of the Whiggins' land,

now in controversy?

Ans:

I was, when I owned the land, I have not been on it now for 40 years. It was then known as the Charity Wiggins' land. ^{called} ~~known~~ as the long Ridge; the owner, at that day, was the mother of William Wiggins, the said Charity Wiggins -

13th Ques:

Do you mean it to be understood that you ever owned any portion of the Wiggins' land, or simply, land adjacent thereto?

Ans:

I mean, simply, land adjacent.

14th Ques:

Did the land you sold ever run down to ~~the~~ what is known as the "Timothy Pierce" line?

Ans:

Not to my knowledge. And I am confident, it never did.

Cross Examined by Pltffs Counsel:

1. Q.

Who owned the land now claimed by the Plaintiffs at the time you owned the land given you by your father?

Ans:

William Wiggins' Estate

2 Ques:

Did you know the boundaries of that tract?

Ans:

I did not - I did not know all the boundaries - I only knew where it joined me.

3 Ques:

Did your land adjoin the land in dispute?

Ans:

I do not think it did - my brother owned it.

4 Q.

Is the long Ridge now claimed by Plaintiffs?

Ans:

I have heard, that they claim it, but I do not think that it belongs to them.

5. Q.

How much beyond the long Ridge on the side

opposite the body of the Higgins land do you think belongs to the Higgins land?

Ans:

I am not able to say.

6 Ques.

Do Morris & Prince own any land on that side of the Higgins land?

I am not able to say - but I don't think they do.

7. Ques.

Who owned the land on that side of the Higgins land at the time you owned land near by?

Ans:

I do not know.

8 Ques

Who owns it now?

Ans:

I am not able to say who owns it now.

9. Ques

How do you know that the long Ridge belongs to the Higgins tract?

Ans:

It was generally known by all the neighbors throughout the neighborhood.

10. Ques.

How big a body of land is the long Ridge?

Ans:

I do not know - it used to be quite a forest when I lived in the neighborhood 40 years ago.

11th Ques

How many acres?

Ans:

I don't know - when I was Comptroller of the Revenue of Kansas Co. (Upper District) that tract was separate from the other, - or known tract - being listed as two (2) tracts - I do not know the number of acres.

and ~~therefore~~ this Dependent South is
Jesse R. Savage,

John Byrd, Jr. being duly sworn on the Holy Evangelists of Almighty God, deposeseth and saith as follows:

1st Quest: What is your age?

Ans: 65½ years.

2^d Quest: Do you know the parties to this suit?

Ans: I know the Defendants, only.

3^d Quest: Are you acquainted with what is known as the Wiggins' land?

Ans: I have been knowing ^{the} same since I was a small boy, especially, the land called the Long Ridge.

4th Quest: Do you know anything about the boundaries of the Wiggins' land?

Ans: I know the 3 or 4 line trees, at the head of the Horse-head branch - one of them is a corner tree, a black gum - the lines run pretty much west - the corner is near the ~~to the line~~ ^{to the line} then for about 2 or 3 or yards no line tree is to be found - then a line tree is found to indicate the run as North East - the line of trees then run out to the Timothy Pierce line, a corner black gum in said Pierce's line - and that the Savage corner, at the same tree. Then this line runs down with the Timothy Pierce line pretty much a little North West to the Robt Doherty's line, at said Pierce & Doherty's corner - then it turns a little South-West till it comes to the ^{my} Hamilton corner, then along a line of markers through the woods till it comes to a place called the mare branch - then it goes down the mare branch, till it comes close to the road: then it

turns a little from the branch & goes down & follows
the Hamilton land, down to the Knuckle Swamp, & then
turns up the Knuckle Swamp & runs till it comes to the
horse head branch & then follows the horse head branch
until ~~the~~ it comes, the 4 line trees, I began with.

5th Quest: Did you know Willis Wiggins ^{the younger} & if so, how long since?

Ans: We & I were play-boys -

6th Quest: Did he own the land in controversy?

I think he did - he bought his brother's out & I
think he owned it.

7th How many children did his father leave?

Ans: I think he left 4 - 3 boys & a girl. Their names
were William, Abby & Willis - & Elizabeth -

8th Quest: Did you know the mother of said Willis Wiggins?

Ans: I did - her name was Charity.

9th Quest: Did you know, whether said Charity ever had any
down off of her, as the widow of the elder Willis
Wiggins?

Ans: I do not.

10th Quest: Do you know whether or not any of the Willis Wiggins
land has ever been sold?

Ans: I think there was a piece sold on the Mill land, by
Mr. Daughtie ~~the~~ there was some sold before that
sale, nor none since, than I know of.

Cross examined by Plaintiff's Counsel

Quest 1. When did you examine the lines given in your
answer given to the 4th Question, & why?

Ans: Years before last - I was employed by the Common

to superintend the cutting of wood - & knew a good way of the lines before.

2 Ques. Did you know the lines on that side of the tract next to the land now claimed by the Plaintiffs? -

Ans: I did not, and I did not know the ^{in the Smiths Place line} Corner tree, until I have saw a man go to it & swear to it -

3rd Ques. What man sworn to it?

Ans: Capt. Edward C. Riddell. He said he went there with Capt. Jethro Riddell, & at that tree, there was Thomas Savage (the father of Jesse R. Savage) Willis Wiggins, & John Smith, who identified that as the Corner tree between the Wiggins land & the Thos. Savage land.

Exception: So much of the above answer as is not responsive to the question is excepted to as irrelevant and hearsay.

4th Ques. ~~Is that your only~~ Have you any other means of knowing the lines on that side of the tract?

Ans: No Sir.

5th Ques. How many acres are there in the Wiggins tract?

Ans: I cannot tell you - I never did know.

6th Ques. Do you know what land is claimed by the Plaintiffs?

Ans: I do not know.

7th Ques. Do you know whether they claim any of the land included in the boundaries ^{already} given by you?

Ans: I have understood that they claimed the Long Ridge land & that it in the boundaries.

8th Ques. Do Morris Spruce own any land on that side of the Wiggins tract? -

Ans: There is a little gap run in between the Tho. W. Savage land & the Wiggs Whippin' land, which I think they own. I think about 25 or 30 acres.

Ans further this defendant saith not.

John S. Peice

John S. Peice being duly sworn on the Holy Evangelists in Almighty God deposes and saith as follows:

1. 2nd. What is your age

Ans: 62 years in Octo. next

2. Q. Do you know the parties to this suit

Ans: I know the Defendants, ~~only~~.

3. Q. Are you acquainted with what is known as the Wiggins land, & if so, how long?

Ans: I am only acquainted with the location adjoining the Timothy Peice land, which I have known for 40 years, when I commenced settling here - I got my information from father, ~~and~~ I know what old people told me - (my father's name was Timothy Peice) the part of the line running around his land was one side of the land. he told me ~~that the~~ The corner tree standing in Tho. W. Savage's line, ~~Timothy Peice's~~, is a gum tree, & is a corner of the Wiggins land, as I understand, then running to a pine, a corner in Robert Duke's land - I always considered that the land on the other side of that line belonged to the Wiggins Peices.

4th. Q. From whom did your father purchase the land he told you?

Ans: From Jethro Reddick.

Ques: 5

Is the hope, Markie "No. 5" ~~the~~ Lee Run, & the Reddick
Lump to Timothy Pucci?

Ans:

Yes, Sir.

Ques 6

Has any portion of the Wiggins land
along the line of your land ever been
sold to anyone else that you remember?

Ans:

No, Sir. But that I know of

Cross: Examined:

1 Ques

Are the Plaintiffs claiming any of your land?

Ans:

Not that I know of. I have sold that tract now, &
they are not claiming any of that, ^{belong} to I know of -
said land now, Thomas E. Horton.

2 Ques

Are they claiming any land, ~~the boundary line, to you~~
~~adjoining~~ the land which now belongs to
Horton?

Ans:

I cant tell - only of what other folks say: it is said,
that a claim the long ridge adjoining the small
Pucci land, is a part of said Ridge

Ques:

Do Morris & Bruce own any land, on the side of
the Wiggins tract?

Ans:

Not that I know of

4 Ques.

Did James Daughtrey & wife own any land on
that side of the Wiggins tract? -

Ans:

~~I suppose there is a small piece of land~~

Ans:

If they own any land in there, I do not know any thing
about it - I don't know where to find it

5 Ques.

Did James Daughtrey & wife own any land in

the neighborhood of the Higgins tract :-

Ans: I have been told they did - I do not know what part of the land they own.

And further this deponent saith not.

John S. Pearce

James H. Pearce being duly sworn on the Holy Evangelists, of Almighty God, deposes and saith, as follows:

1 Ques: What is your age

Ans: 50 years

2. Do you know the parties to this suit?

Ans: I know the Defendants, only.

3 Ques: Are you acquainted with what is known as the Higgins land?

Ans: I am acquainted with the location of it, ~~as being~~ my father the late Timothy Pierce's land - I know but very little about the boundary of said land.

4 H. Ques: Has any portion of the Higgins land bordering on the Timothy Pierce land been sold by the Higgins heirs?

Ans: Not that I know of

~~Ans:~~

And further this deponent saith not.

~~Witness~~
P. B. Pearce

XXXI James H. Pearce
mark

Samuel Savage being duly sworn on the Holy Evangelists, of Almighty God, deposes and saith ~~as~~ as follows

1. Ques: What is your age

Ans: I do not know - I think I am 59 years old

2^d Ques: Do you know the parties to this Suit.

Ans: I know the Defendants, only.

3^d Ques: Do you know any thing about the lines of the Wiggins land?

Ans: I don't know so much about them. I know the balance of the ~~Wiggins~~ land beling to old Master Caleb Savage & the Wiggins tract. From the road, I go up the Horse head branch: & then I come to some hem trees: 3 to my best knowledge, over is a stopping place. I don't know as I have any right to speak any further. Old Master he always told us not to cross the line that it was not his line; it was the Wiggins tract - the line it stopped at was a gum, a corner tree, on the Caleb Savage land. but the Wiggins land, ran on to the Smithy Piece land, to the best of my knowledge -

and further this defendant saith not

Witness
J. B. Beards

Samuel ^{his} Savage
mark

Bolling R. Long the being duly sworn as the Holy Evangelists of Almighty God, deposeth and saith as follows:

(The Plaintiffs by Counsel, except to this witness, on the grounds, that, as the husband of Cinelia O. Longtree, he is incompetent to testify in her behalf, in this Cause.)

1st Ques: What is your age?

Ans: 38 years old.

2^d Ques: Do you know the parties to this Suit?

Ans: I know all the Defendants, & I also know M. ~~Long~~ B. M. Bruce, one of the Plaintiffs.

Did you ever see any wood on what is known as the Wiggins tract of land and if so to whom did you see?

Ans:

Yes. I sold to D.B. Cannon

4th Quer:

On what part of the Wiggins land was this timber standing?

Ans:

On the North side of the South Quay Road

5th Quer:

To whom does ~~the~~ ^{the} land belong, on which this wood now is?

Ans:

To my wife & Willis Austin's wife.

6th Quer:

How did they obtain their right?

Ans:

From their father, Willis Wiggins.

7th Quer:

Was any portion of the Wiggins land ever disposed of prior to your marriage?

Ans:

No Sir.

8th Quer:

Are you acquainted with the boundary lines of this land (that is the Wiggins land.)

Ans:

I can trace ~~the~~ every line around the whole tract of the Wiggins land; those old deeds give the boundaries. I have been acquainted with the tract of land about 20 or 25 years; my father had that tract land in hand for 5 years, under a lease; and I never knew or heard of any party ever claiming any part or portion of the Wiggins tract of land up to about 5 years ago.

Jackson & Co. came in & started the Rail Road at the wharf in Lowell, & ran it up, near this tract of land & came to me & Willis H. Austin, (through Mr. Cannon their agent) to buy a right of way across this tract of land, to run a rail road track. (we sold

to them for a small salary: not knowing nor never
 hearing of any other party claiming that part
 of the Wyandott tract of land except the Wyandott
 heirs: they ran the road across the land in about 12
 months after they came to run to buy some timber off
 of the said land. It was a small lot, of saw mill logs
 after we sold them the timber, not knowing that any
 one else held any claim on the ~~piece~~ piece of
 land, about a month or so before the money that
 Mr. Cannon was to pay us for the lumber, was due, Mr.
 E. J. Bryant came to run & said that a part of that
 land that we had sold the timber ~~off~~ of, belonged
 to his sister, through a deed of gift that his father
 made her right then & there we stopped, ~~and then~~
~~collected the money~~ we did not collect the money -
 we then went to walk to try to substantiate who did
 own the land, we got the two old deeds that were
 made to my wife's father when he bought the land
 I carried the deeds & showed them to Mr. Bryant
 the deeds were made in 1838 & 1839, I think
 (the deeds will show for themselves) Mr. Bryant
 then showed us an old deed that was made in 1843,
 made by a party that had ever owned the land - he never
 heard of any right or title he had in the land -
 he still contended that the land belonged to his
 sister, Mrs. Daugherty. I then proposed to take the old
 deeds that we had & the old deed that Bryant had
 & he to choose so many men & I & Mr. Austin, so

many. I think the agreement was for 12 men -
an equal number each. I don't know
how many men exactly. - Give them the old
deeds and the best evidence we could get
and let them decide whose land it
was. - The men went up in the woods
took the deeds and the witnesses exam-
ined the lines around the disputed
piece of land. - After going round
it Mr. Bryant would not stick to
what he had agreed to and left
the woods and the arbitrators did
not decide. - I then went out with a
full belief that it was the Higgins
land without any doubt. - Then
I went to Mr. Cannon & collected the
money and never heard any one else
claim it until after Mr. Morris & Mr.
Brace bought from Withers Trustee. -

Inter. 7.

Did you ever sell any wood from this
land before you contracted to cut the
wood that is now standing ready for deliv-
ery on the said land?

Ans.

Yes Sir. - The wood ^{now} cut is on
the old Higgins land and was cut off the
Higgins land. -

Cross-Examined:

Quest.

Who does the land claimed by the Plaintiff

adjoin? -

Ans It adjoins Thomas W. Savage, the Wiggins
land, Dr. R. M. Doler, Moses E. Horton

Ques. formerly Timothy Pierce, ~~Robert~~ Nathl.
Rountree, formerly Robt. Duke;

Ques 2. Do the Plaintiffs own any land in the
neighborhood of the Wiggins tract. If so
describe its location?

Ans They own a small piece of land near
there, bounded by the Wiggins tract, Tho^s.
W. Savage & Dr. Doler. and contains
between 25 + 30 acres - There may be
more and there may be less.

Ques 3. Did you not bid for the tract of land
bought by Morris H. Bone at the Trustees sale?

Ans Yes, I bid for it -

Ques 4. How much did you bid?

Ans I bid \$25⁰⁰ //

Ques 5. Did you not permit the Auctioneer to bid
\$243. for it?

Ans ~~If not~~ that was the bid the Auctioneer
made for me I do not deny it

This land when it was advertised
for sale was advertised as the Jas H.
Daughter's land, bounded by the
land of J. R. Bryant, Tho^s. W. Savage -
and the Wiggins land - nothing was
said about the land bounded by

Timothy Pierce, near the John Hemmilloe
land - My wife and Willie Austin wife
owning the Wiggins land lay right
back of this tract of land advertised
for sale and ran out to the South -

May week - the piece of land Mr.
Wilbur offered for sale ran out to the
old ~~Somerset~~ road. I concluded as the
Wiggins tract had never been divided I
would buy the piece offered for sale by
Mr. Wilbur and divide the Wiggins tract
and the tract and have an opening
on each road - the piece of land was
put up for sale - I bid \$25.⁰⁰ on it - and
I suppose from what the auctioneer said
to me he was bidding for me - after
I made the bid Mr R. R. Prentiss came
out on the front of the Court House +
some one asked him the question -

How many acres of land were in the
tract - his answer was he did not
know how many acres there were, but
supposed to be 200. acres - That a deed
of trust had been made for 350. acres
and 150. had been sold to Dr. Joler
and the trustee was selling the
remainder - After I found that
150. acres had been sold and the

land was not bounded as described in the advertisement, which left the land back in the pocosin & I did not want it - at any price I rushed away from the Crier to the front gate of the Court house - Mr Parker, the Crier called to me after I got to the gate & said "Can't you stand \$5.00 more - I said No - let it go I don't want it at any price"

Ques 6 If the auctioneer had knotted the land out to you at \$245 - Would you have taken it?

Ans Not after you expressed yourself as you did in the paper -

Ques 7 Did not the parties to whom you sold wood from this land require you to indemnify them from loss? -

Ans They did

Ques 8 In the Deed marked Exhibit No. 2 with your answer one line of the ^{traverse} tract is described as "then up the said branch bound by the land of Thomas Savage decd. to a corner standing in Timothy Pearce line" - Who does the land then owned by Thomas Savage now belong to?

Ans Morin & Bence the plaintiffs in this case & Dr Doler, who bought under deed of trust executed by Gen. H. Daugherty & wife and further the defendant

South not

B. R. Doughtie

D. B. Cannon being duly sworn depose
& say as follows

1st Q. What is your name. & you are

Ans. D. B. Cannon - 47 yrs of age -

2nd Q. Do you know the parties to this suit

Ans. I know one of the plaintiffs and the
defendants

3rd Q. Did you ever make a contract for
the cutting of Cord-wood on the Wiggins
land - & if so, with whom?

Ans. I did, with Mr. B. R. Doughtie, with
H. Austin & E. L. Bryant.

4th Q. Are you ready to perform your part
of the contract whenever the wood is
delivered in good order according to
the terms of the contract

Ans. I am.

Cross Examined:

Ques 1. What did E. T. Bryant have to do with
making the contract?

Ans. He represented, or claimed to represent
one twelfth, through his sister Mrs. James
H. Doughtie & instructed the cutters how
far to go. -

Ques 2. What was your contract?

Ans. I think it is 93 cents delivered on the road.

Ques 3. How far is it from the road?

Ans. Some in a few yards running back to perhaps 400 yards.

Ques 4. How much wood is now cut & upon the disputed lands?

Ans. 150 Cords I expect.

Ques 5. What prices have you been paying for wood similarly situated?

Ans. I have usually paid \$1.00 for first class - but this is mixed first and second. -
Further this deponent saith not.

D. B. Cannon

State of Virginia - Hanover County, to wit:

I, Peter B. Prentiss, a Commissioner in Chancery of the Circuit Court for the County of Hanover, in the said State, do hereby certify that the foregoing Depositions were duly taken, sworn to and subscribed before me at the time and place mentioned therein.

Given under my hand, this 11th day of August,
AD, 1882.

Peter B. Prentiss.

Comm'r in Chy:

Bolling R. Loughton &
ex: & al
Caus & Depositions

William H. Morris and
Benjamin M. Bruce.

1882 Aug: 1st: Filed
clh

The deposition of James Daugherty
taken by consent of parties, this 16th
day of Jan 1890, at the office of Geo. H.
Wright, to be read as evidence in behalf
of Plaintiffs in a Chancery Cause pend-
ing in the Circuit Court of Harse-
mand County, between Morris Bruce
Plaintiffs and Daugherty & others De-
fendants -

James Daugherty being duly sworn
deposes and says as follows:
Witness Excepted to for incompetency -

Q 1 What is your age, residence and occu-
pation, and do you know the parties to
this suit?

Ans. I am 45 years old - live in Chowan
Co N. C.; and a lumber-jetter. I know
all the parties except Mr Morris -

Q 2 Did you or your wife ever own any
part of the land in controversy in this
suit?

Ans Yes; I think so; it was my wife's land.

Q 3 How did she acquire a right to it

Ans It was willed to her by her father, Joshua

Beyant.

Q 4 Whose land adjoined that owned by your wife?

Ans I can't name all the parties, tho' W. Savage was one, the Wiggins tract, of which one twelfth was owned by my wife's father. It has been a long time and I can't recollect all the names, nor do I know all the boundaries. I once knew them but do not now.

Q 5- Who bought the land formerly owned by your wife?

Ans I can not tell. He gave a deed of trust on it and it was sold. I did not attend the sale and don't know who bought it. I have understood that Morris & Bruce bought a part of it.

Q 6 Before this land was sold, state whether or not there was any controversy about the line between your land and the land of Doughtie and Austin?

Ans There was -

Q 7

Was any proposition ever made to settle the disputed line? If so state all you may know about it, and what was done to settle the question of the disputed line.

Excepted to -

Ans

A proposition was made, I don't recollect who made it. Doughtie & Austin made complaint, and we went into the woods. I think I made the proposition to start the line at a particular point. They agreed to it & as well as I remember we started ^{at} a burnt stump. The old lines I knew nothing about.

We ran from the stump ~~really~~ in a straight line, as far as this land went, I think to the Wiggins land. We traced a line to the burnt stump, which was as far as we could trace it. The line was run by B.P. Baker, County Surveyor.

Question and answer Excepted to on the ground that if any such line was run, it was done with a possible view of compromising any dispute about said land, & evidence of any such compromise is irrelevant and does not show any settlement-binding upon any party. & on the further ground, that J. A. Doughtie,

had no interest in the land & no authority has been shown by which he was empowered to make any arrangement with reference to any disputed line. & for other reasons -

Q 8 Who was present besides yourself and B. P. Baker at the running of the line named?

Ans Mr Doughtie and Mr Austin, defendants in this suit, & E. J. Bryant, & perhaps several others, whose names I do not remember.

Q 9 How was the line which Baker ran marked?

Ans It was chopped, I think.

Q 10 Who chopped it?

Ans I think Mr Doughtie, chopped, though I am not positive about this

Q 11 State whether or not any one on that day made any objection to the line as run by Mr Baker -

Ans No one objected.

Q 12 On which side of that line was the wood now in controversy in this suit?

Ans It was on my side of the line, a large quantity was cut there.

Q 13 Who employed Mr Baker to run that line? = Excepted to.

Ans I think he was employed jointly. I know we all agreed that he should run the line and he was sent for.

Q 14 In running the line on that day was any part of the long ridge on your side of the line; & if so, how much?

Ans A portion of it was, but I don't know how much.

Q 15 Who brought Mr Baker there that day and did you have any written agreement about his running the line?

Ans I don't know who brought him. There was a written agreement after the line was run.

Q 16 Who signed the written agreement & who became of it?

Ans Mr Doughtie, Mr Austin & myself signed it, & I think Mr Dennis witnessed it.
(Answer objected to for reason that the agreement should be produced or its loss accounted for the agreement being called for)
I think it was left on that day with Mr Beverly Baker - About two weeks after this agreement was entered into, I was living at Cammois Ferry, and was about going off on a boat when Mr Austin came up and said the agreement entered into would not be binding as he and Doughtie declined to be bound by it. I replied, it had been made and I should have nothing more to do with it.
(Answer Excepted to)

Q 17 Was the agreement, or any copy of it, left in your hands?

Ans No Sir, none at all.

Q 18 In running the said line, which party was most benefitted?

Ans I don't know where the old lines ran and

can't, except from what others said.

without waiving exceptions, witness is

Cross Examined =

Q 1 How long have you known the Wiggins land?

Ans I have known the tract fifteen years

Q 2 Please give boundaries of the land at the time you & your wife claimed it?

Ans It joined the Savage tract and the Bryant tract which was part of the old Savage tract. I can't give any others for I have forgotten them -

Q 3 Did you ever go around the line of the Wiggins land?

Ans I did not.

Q 4 How many acres were in it?

Ans - I do not know.

Q 5 Did you own any part of the Wiggins tract?

Ans My wife owned $\frac{1}{2}$ part of it.

Q 6 Has that $\frac{1}{2}$ ever been set apart to her?
Does she still own it

~~Ans~~

Ans - I don't think it has ever been set apart
and she still owns it.

Q 7 Is not your wife then, so far as her $\frac{1}{2}$
part is concerned, interested in the re-
sult of this suit?

Ans - I think she ought to be in that part,
but she knows nothing of the suit.
But the timber from the $\frac{1}{2}$ was paid
for, and she received her part of that
fund through her Brother Mr. Bequest.

Q 8 How many acres were in the tract of land
upon which you gave a Deed of Trust &
under which it was sold and purchased
in part by Morris & Pince, the Plaintiffs
in this suit?

Ans In the whole tract, as well as I remember,
when I gave the Deed of Trust, there were
300 acres, but I think it was sold in two
parcels

Q 9 What portion of your tract adjoined the Biggies land?

Ans I think it was on the Western boundary, but I have never been around the lines

Q 10 About what distance did it join?

Ans I Don't Know

Q 11 How much of the Biggies tract, did the land you sold, include

Ans I never sold any of the Biggies tract.

Q 12 Where was the wood in dispute cut?

Ans I Don't Know whether it was on the Biggies or the other or Savage tract, as I said I know nothing of the old or original lines.

Q 13 Was any part of what is known as the "Long Ridge" included in the deed of Trust under which Morris & Bruce bought, and if so how much -

Ans - I Don't Know Sir

Q 14 Then you do not know whether any part

of the "Long Ride" was on the tract of land embraced in the Deed of Trust:

Ans As I told you, I don't know the old lines, but part of it was on my side of the line run that day by Mr. Baker -

Q 15 Had the land included in the Deed of Trust under which, Morris & Bruce bought, ever been surveyed?

Ans Not to my knowledge

Q 16 Do you know how many acres there were in it?

Excepted to - Deed is best evidence.

Ans I do not.

Q 17 Then you are not prepared to say how many acres, Morris & Bruce bought?

Ans I am not.

Q 18 At the time you made the Deed of Trust herein referred to, you did not know from what you have heretofore said, how many acres there were in the tract of land conveyed. Did you not

X

then, simply Estimate the number of acres contained in said tract, without knowing that the number of acres mentioned in the Deed was correct!

Ans- It was said or conveyed upon an Estimate of the quantity.

Q 19 Then I understand you to say that you do not know the lines of the tract of land in dispute or the number of acres embraced in the tract of land conveyed in your Deed of Trust, under which Morris Bruce bought in part, and especially know nothing relative to the original line between said land conveyed & the land in dispute?

Ans- I do not know any thing about the original lines, or the number of acres, only by Estimation.

Q 20 Morris Bruce, the Plaintiff in this Cause, claim to have bought 200 acres; are you prepared to say that the land they purchased embraced this number of acres?

Ans- I am not, as the land was sold in two

parcels and I don't know who bought it.

Q 21 How many acres of land were in the original Savage tract?

Ans I don't know.

Q 22 Did not your wife own the land above
~~Re-examined~~

which you made a Deed of Trust & which was sold in part to Morris & Bruce?

Ans - Yes - it was willed to her by her Father -

Re-Examined

Q 1 You have said on Cross Examination that the number of acres named in your Deeds, was an estimate entirely; please state how you came to make such an estimate?

Ans Just as you would view a tract of land and estimate it to contain so much. And besides this, there were three heirs and the land given her was given as the remainder of the Savage tract and

Estimated to contain so many acres.
She received more land than the other
heirs, because she got none of the
buildings.

And further this Report with sub.
James Daughtry.

Taken, sworn to and subscribed before
me this 16th day of January 1890 -
Geo. H. Wright. N. P.

Morris & Buel
vs } In Chancery
Doughtie & Austin

Depositions for
Plaintiffs.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *Belling R. Doughtie and*
Cornelia O, his wife; Willis Austin and Ann M. his wife; and
H. B. Cannon,

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* next to answer ~
Bill in Chancery, exhibited against *Them*
in the said Court by *William H. Morris and Benjamin M. Bruce*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *20th* day of *May* 1882, in the *106th*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo:

To prohibit and restrain Bolling R. Doughtie and Cornelia O. his wife; Willis Austin and Ann M. his wife; and H. B. Cannon, their agents and all other persons claiming by through or under them, from proceeding further to cut, destroy or remove any timber upon the Real Estate purchased by Wm. H. Morris and Benjamin M. Bruce from A. C. Withers, substituted Trustee, and from proceeding to sell or remove from the said premises any part of the wood cut and skinned or corded on the East side of the Rail Road of the Suffolk Lumber Company, about one mile from Whaleyville (coming towards Suffolk), until the further order of the Circuit Court of Annapolis County.

Teste:
Peter B. Prentiss, Clerk

Withers Prentiss, p. 9

Wm. H. Morris & Benj. M. Bruce

Sum. in Chy. &c

Bolling R. Doughtie & Co.
&c

To June Rules, 1882

Pro. D. No. 1. Page
Cir. Co.

On the 22nd day of May 1882. I executed this process and delivered to Bolling R. Doughtie and Cornelia O. his wife; and Willis Austin and Ann M. his wife, a true copy hereof - and the 23rd day of said month and year I delivered a true copy hereof to H. B. Cannon.
J. H. Pauls Dyfer
J. L. Fulgham Shiff

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMAND TO SUMMON *Edward B. Hamell and Wm. M. Byrd*

at the Office of Robert R. Proulx, in the Town of Suffolk, Nansemond County, Va. on Friday
to appear before the Judge of the ~~Court of Nansemond County, at the Courthouse of said~~
~~County, on the~~ *27th* day of *March, 1885 (this month)* next, to testify and the truth to say on behalf of
William H. Morris and Benjamin M. Bruce

in a certain matter of controversy in our said Court depending and undetermined between *said*

William H. Morris and Benjamin M. Bruce

Plaintiff s

and

Bolling R. Doughtie & wife & others

Defendant s

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

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *20th* day of *March*
1885, in the 10⁹th year of the Commonwealth.

Peter B. Proulx CLERK.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *John P. Savage, John*
S. Pierce, James Pierce, John Byrd, Esq. Saml. Baeup
(col.) & Bolling R. Doughtie, and D. B. Cannon,

same Commission in Chancery of the Circuit Court,
to appear before ~~the Judge of the~~ *Court of Nansemond County, at the Clerk's*
off. ~~Court House of said County,~~ on the *11th* day of *August 1882 (this month) next,*
to testify and the truth to say on behalf of *Bolling R. Doughtie & others,*

in a certain matter of controversy in our said Court, depending and undetermined between

William H. Mares and Benjamin M. Bruce Plaintiff's
Bolling R. Doughtie & others, Defendant's.
And this the witnesses shall in no wise omit, under the penalty of \$100 each: and have then
and there this Summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *11th*
day of *August* 1882 in the 107th year of the Commonwealth.

Peter B. Prentis Clerk.

Executive & Memorandum each of the custom houses
celebrated.
August 11th 1882

J. M. Davis. Secy.
J. T. Hughes. 5th Fl.

Bolton R. Doughtie & Co

at ^{the} Sha:

William H. Mann &
Benjamin W. Bruce

To 11th. Aug. 1882

Know all men by these presents that we
Wm H. Morris and B. M. Bruce - (principal)
and Charles S. Morris - (surety)

do hereby constitute and appoint A. C.
Hittens and Robert P. Prentiss, either one
or both of whom may act, our true
and lawful attorneys in fact, for us
and in our names to sign, execute
and deliver before the Clerk of the
Circuit Court of Hansemond County a
proper injunction bond, in the penalty
of Three Hundred Dollars (\$300.-),
conditioned and payable according to
law, required of the Complainants
in the Chancery cause of Wm H. Morris
and B. M. Bruce v. Bolling R. Doughtie
and others, about to be instituted in
the Circuit Court of Hansemond County.
And we hereby ratify and confirm all that
our said attorneys in fact may lawfully
do in pursuance of this power.

Witness the following signatures and seals.
17. May 1882.

W. H. Morris (Seal)
B. M. Bruce. (Seal)
Chas. S. Morris. (Seal)

State of Virginia,
City of Norfolk, to wit: J. Geo. H. Day

a Notary Public in and for
the City of Norfolk in the State of Virginia
do certify that **Wm H. Morris** and **B. M. Bruce**
and **Charles S. Morris** — whose names
are signed to the foregoing Power of Attorney
bearing date the 17 day of May 1882, have
acknowledged the same before me in the
City aforesaid. And the said **Charles S.**

Morris — personally appeared before me and
made oath that after the payment of his
debts and those for which he is bound as
security and will probably have to pay,
his estate is then worth the sum of
Three Hundred Dollars (\$300.-).

Given under my hand this 19th day of May 1882.

Geo. W. Dey.

Notary Public.

Wm H. Morris & B. M. Bruce
J. S. Powers, Atty. in Genl.
N. C. Winters & R. R. Punter

1882
May 20th F.C.A.

Know all men by these Presents, that we William H. Morris, Benjamin M. Bruce and Charles S. Morris are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three hundred (300) Dollars, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 20th day of May, AD. 1882, and in the 106th year of The Commonwealth. And we hereby waive our Homestead Exemption, as to this obligation.

The Condition of the above obligation is such, that whereas, William H. Morris and Benjamin M. Bruce, on their Bill in Chancery addressed to the Honorable George Blow, Judge of the Circuit Court of Hanseman County, have obtained an Injunction from the Honorable Richard H. Rawles, Judge of the County Court of Hanseman County to prohibit and restrain Bolling R. Doughtie and Cornelia O. his wife, Willis Austin and Ann M. his wife, and D. B. Cannon, their Agents and all persons claiming by, through or under them, from proceeding further to cut, destroy or remove any timber upon the Real Estate purchased by William H. Morris and Benjamin M. Bruce, from A. C. Otterbein, substituted Trustee, and from proceeding to sell or remove from the said premises, any part of the wood cut and penned or corded, on the East side of the Rail Road of the Suffolk Lumber Company, about one mile from Whaleyville (Coming towards Suffolk):

And whereas it is provided by the order of the said Judge of the County Court, who awarded the said injunction, that the Plaintiffs or some one for them shall execute before the Clerk of the Circuit Court of Hanseman County a proper injunction Bond with good security in the penalty of Three hundred dollars, conditioned and payable accor-

ding to law, before they shall have the benefit of said order.
Now Therefore if the said William H. Morris and
Benjamin M. Bruce and Charles S. Morris shall pay
all costs as may be awarded against them, and all
damages which may be incurred, in case the said injunction
be dissolved, then this obligation to be void, otherwise
to remain in full force and virtue.

Witness

Peter B. Peck

Wm. H. Morris by Robt. R. Peck Att. in fact. Seal

Benj. M. Bruce by Robt. R. Peck Att. in fact. Seal

Charles S. Morris by Robt. R. Peck Att. in fact. Seal

Wm. H. Morris & Aug. M. Bruce

to { Lyman: Bond

Belling R. Doughtie & ap: Kato

1882

May 20th: Executed, acknowledged
J. filed

The depositions of Abraham Ellis, father
and ~~other~~ ^{a notary public} taken before me E. E. Hallahan
for the County of Nassau and in presence
of all parties at the office of Notary and
Recorder in the town of Suffolk on the 19
day of September 1882 between the heirs
of C. M. and C. P. M. to be read as evi-
dence in behalf of Morris & Bruce in
a certain suit in Equity wherein Morris
& Bruce are plaintiffs and B. R. Dough-
tless and defendants, now pending in the
Circuit Court of the County of Nassau-
mond.

Present B. R. Prentiss Atty. for
L. H. Leansy Atty. for Df.

The witness Abraham Ellis being duly
sworn deposes as follows:

1st Question for plaintiff. State your age, your residence &
occupation; and do you know the parties to
this suit?

Answer I am about 62, live in this county and am
a farmer. I live in neighborhood of parties &
know them well.

2nd Q - Are you familiar with the Wiggins land,
and the land claimed by plaintiffs in this
suit & if so how did you acquire such
familiarity?

Answer I have been raised by it all my life, live

in a quarter of a mile of it, have
traveled over it, and think I ought to
know it.

The reason of it was that old man Car-
ron and Mr. Print when they went to sur-
vey called on me and I went there and
the corner tree was bowed down but there
is a part of it there now, the top part.
Then I took them staves then I made them
line through there but ice was nearly
an inch thick, water knee deep, & I went
through to show line but no one would
follow me. Had them snowed, show them the
line but all parties turned back. After
going and no one following me. I and Mr.
Bryant went in there a short time after
that and I went to show him line & we
only found one stump with line chopped on
it and we pursued it on staves for some
but couldn't find any more. Since then
Mr. Bryant says that can't be found, Mr.
Bryant says it has been moved but no
one knows who did it.. As to so much
of the answer as relates to what Mr. Bry-
ant said attorney for defendant except to
Do you own an adjoining piece of land?
Ans. I own a piece joining it at corner

37th 2-

Ans.

tree.

4th Q.

Are you familiar with what is known as the "long ridge"?

5th Q.

Yes, sir. That land, ~~and~~ that
To which tract of land does the "long ridge" belong?

Ans.

Small end of it belongs to Moses Horton, after that is taken the Daugherty land, and after that it belongs to Mr. Doughtie. A small end of it is cut off by War Howell.

6th Q.

To whom does North East End of it belong?

Ans.

Right small end of it belongs to Moses Horton - After that Daugherty land, land claimed by plaintiffs -

7th Q.

Do you know the location of the wood cut shown by the defendants along the line of the Suffolk Lumber Company's railroad; if so, state from whose land it was cut and upon whose land it is at present?

Yes. I saw it a good many times; saw it in there: my son helped to cut it. I think it was cut off from what the Daugherty land, land claimed by plaintiffs - I think belongs to Mr. Daugherty. Year before this took Mr. Doughtie cut to the line and showed it close the path his

Corts in there & hauls it out. He come there to see me & he said Ah ah am you have been here a good while and I said, yes. and he told me we would go up and look at it and we went up there and he asked me whose land I thought it was and I said it does not belong to you, it belongs to Daughtry & he said that he had no more to do with me. He was ^{not} to get of the bid. He had nothing more to do with me after that.

8th Q.

Do I understand you to say that the wood now cut and piled is on the land, and was cut from the land ~~claimed~~ formerly belonging to James Daughtry wife?

Ans.

I reckon it ~~is~~, I know it is, if it has not been hauled off lately.

I think it was cut from it sure. One of my boys helped to cut it.

9th Q.

What reason have you for thinking so?

Ans.

I know it was cut off that land. I know as one has cut wood and put on it. Some been cut in there two years & Bond was afraid to haul it. Some time I thought too near the post and ^{he} would not move it, was afraid. He told me he was going to put his corts in there, but he has never done it yet. He was going to put his corts in there about killing corn time but has never done it. I do not know reason why.

(5)
Cross-examination.

1st Q. for defence. How long have you known the Wiggins land?

Ans. I have been knowing it ever since I was large enough to ~~take~~^{take} a quart of brandy. went there to buy it - was hardy big enough to get over a fence. I carried brandy in a bottle -

2nd Q. - Who owned land when you first knew it?
Ans. - Old Miss Cherry Wiggins -

3rd Q. Please give boundaries of Wiggins land at that time?

Ans. I don't know, sir. Or as small and knew nothing of lines in those days

4th Q. Who lived there when you were old enough to recollect lines?

Ans. I reckon after old Miss Cherry died it was rented out and no one lived there longer than about a year at the time.

5th Q. Did you ever go around the line of the Wiggins land?

Ans. No sir. only opposite end towards my house & it run down a branch made up to the long ridge it is called. It was a good place for squatters. I and Geo Collins who married my sister, we used hunt a good deal up there and saw lines but we took no particular notice of line in those days but we knew where line was.

6th Q-

What portion of your land adjoins the Wiggins land?

Ans.

Only just corners there. Old man Koh Roundtree cuts my land off.

7th Q

What kind of a tree is the Corner tree between your land & Wiggins' land?

Ans

In those days it was a dead pine stump, but now it is a green pine chopped, but no crops near ^{where} corner was. And as many crops in new ^{was} old tree.

8th Q.

How far is that tree from what is known as Timothy Pierce corner?

Ans

Not more than two hundred yds or two hundred and fifty at farthest.

9th Q

What kind of a tree is the Timothy Pierce corner tree?

Ans.

It is a dead pine now. It has been a dead pine for several years. Does know it to be any thing else.

10th Q.

What other land corners at this tree?

Ans

Timothy Pierce track, Moses Horton track, both go across Long ridge, but it is a very sharp point. Roundtree passes by there but doesn't think it corners there. Pierce called Willy Porter passes by there but doesn't corner there. Comes up to corner where round corners at

11th Q.

At what corner of the ^{Wiggins} land is this tree located?

Ans.

At North corner, low and North but not exactly North

12th Q.

Has any portion of the old Charley Wiggins land been sold?

Ans.

Never since I have been there. Have been on road, but not back there. A man bought 100 acres on road named Spivey.

13th Q.

Who laid off the lines of what you call the Daugherty land?

Ans.

The last passers who were through there were Isaac Howell and old man Frank Rogers. At the time I was not at home or I would have gone with them. Old Isaac made believe he knew every line tree in the world, he was such a wise old fellow.

14th Q.

Does the Daugherty land include any portion of the old Wiggins tract?

Ans.

Yes. Old Mrs. Betsey Savage wanted a barrel or two barrels of corn and a woman Cole said he would give her a couple barrels of corn if she would give up her rights so that he could get fine straw off land. So he got a ~~share~~ ^{share} in it somewhere I don't ^{know} what fork it was whether 4th or 5th fork -

15th Q. Is that the way the Daugherty land
came to include a portion of the Wig-
gins land?

Ans. I think that is the way it was done.

Re examination

1st Q. for Plaintiff. Do you know the line between
the Wiggins tract & the Daugherty tract?
and, if so, does it not cross the long ridge?

Ans. Well, there is no line in ^{much} evidence of it,
but I know line at both ends

Yes, it crosses the long ridge.

2nd Q. Does not the Daugherty land corner
at the Timothy Pierce corner?

Ans. I think it does. Moses Harten owns
Timothy Pierce land now

3rd Q. Who chopped the green pine alluded
to in your answer to the 7th question in
cross examination and moved the corner
from the old dead pine?

Ans. Old man Frank Rogers & Isaac Har-
rell chopped it. Old man Frank Rogers
went around with them and Isaac Har-
rell had a spite against me and
thought he would injure me in some
way & cut off a piece. That threw all
the lines out of fix, & every one of
them. I think some six or seven com-
menced at the tree but now there are
only six.

1st Q for depts.

In response to second question in your re-examination in chief you say you think the Daugherty land corners at the Timothy Pierce corner. What kind of a tree is that corner tree?

Ans. It is a dead pine - Moses Horton owns the land now.

2nd Q Continuing on what kind of a tree do you strike at the next corner, and along whose land do you run to reach that corner?

Ans. I don't remember whether it is a gum or a maple. I don't take particular notice. The line is between the Daugherty land, and Tim^{W.} Savage & Moses Horton.

3rd Q. Does not the Timothy Pierce land also corner at this gum or maple?

Ans. I don't think it does.

And further this deponent saith not.

Signed -

Abraham ^{his} Ellis
mark

Jos Collins, another witness for plaintiff being duly sworn, deposes as follows:

1st Q for Plaintiff. What is your age, where do you live, what is your occupation & do you know the parties to this suit?

I am some 60, I live at Tommie Rodger's old

place in this country, I am a farmer, I know the names of the parties.

2nd Q. Are you familiar with the piece of land near Whaleyville known as the long ridge? if so, state how you come to be,

Ans. I know it runs across there some where but don't know where it runs, I have been across it and it runs in there well, I have been across it, along it, all over it and lived near it. It one hundred the ground over long enough to be enough.

3rd Q. To what tracts of land did the long ridge belong?

Ans. Well, it was attached to the Wiggins land, Wiggins land came on first side of it, Daughtry land came next to Wiggins land and I ^{think} I own I own land back of that ~~that~~ ~~that~~.

4th Q. Which end of the long ridge belonged to the Daughtry tract, now belonging to the plaintiffs?

Ans. Neither end belonged to it, it ran across it, from which I can see of line from where the old people lived.

5th Q. Did not the North east part of it belong to the Daughtry tract?

Ans. A part of it does.

6th Q. Do you know what sort of a tree

~~marked~~ ^{marked} the corner between the Day
Trey land, the Wiggins land & the Penno
Pierce land?

I should, if it had have been marked,
but it has not been marked, where
the Bryant land & I don't suppose Tim-
thy Pierce land run to it.

7th Q. Did you at one time know the lines
between these tracts at this point?

Ans. I used to know it, ^{as well as where I sit} but some
men have cut trees on it and hid it,
so that I can't find it so that I can
swear where it stood now. I've run
through it and burnt it down the main
line tree. I could come near to where
it is but wouldn't swear to it.

8th Q. What sort of a tree was this old line
tree which you cannot find?

Ans. It was a light wood pine and the old
corner tree.

9th Q. Is the new pine which has been chopped
in the same place?

Ans. No, it is not in the same place, but
answers in the room of the other

10th Q. Whose land do you think is taken
by changing corner trees?

Well, if they have taken any, they have
taken ^{from} Wm H. Wells and Lady White.

11th Q Did not the Daughtry land come up
to the old light ~~land~~ line when you knew it?
Ans. Yes. I don't believe I have been knowing
since Daughtry owned the land.

Cross-examination.

1st Q. Which land do you refer to in your
answer to 11th Q. in the examination
in chief?

Ans. Call it Savage tract first, and then
Byank bought it, and gave to his daughter
who married Daughtry.

2nd Q. Have you known the land called the
Wiggins tract, and if so state your knowl-
edge of the several owners who claim
it at this time?

Ans. I do. Aed Cherry Wiggins owned it first
and after she died Willis Wiggins owned
it, and then Bouldin Daughtry married
Willis Wiggins's daughter, and he owned it
and owns it to this day.

3rd Q. Does not Willis Austin's wife also own
an interest in the Wiggins tract?

Ans. I reckon not. It seemed like the widow
and they gave up the land for the
place where they now live. They gave
up part in that tract for place where
they now live.

4th Q. Has any part of the Aed Wiggins

track ever been sold to any one that
you know of?

Ans. No. Never been sold to any one that
I know of.

And further this I solemnly swear.

Signed & sworn to by
Jno. L. Collins
notary

State of Virginia

County of Nansemond J. Smith:

I, E. E. Hall and, a Notary public, in &
for the County aforesaid, in the State
of Virginia, do certify that the foregoing
depositions were duly taken, sworn to and
subscribed before me at the times & places
mentioned therein.

Given under my hand this 19th day
of September 1882.

E. E. Hall and
N. P.

I am employed in taking these depositions. E. L. Hall

Morris & Bruce

3 Depositions
v. 3 for.
3 Pliffs.

Doughtie 1st

1882. Sept. 17th. Filed
alk

The depositions of E. J. Bryant
and others taken before me, Debboumond, a notary
public for the County of Nassau, by consent
of the office of Writings & Records, in the town
of Suffolk, on the 5th day of October, between
the hours of 6 A.M. and 6 P.M. to be read as evi-
dence on behalf of Morris & Bruce in a certain
suit in Equity, depending in the Circuit Court of Nas-
sau County wherein Morris & Bruce are plain-
tiffs and Douglass & Austin are defendants.

Present: Writings & Records, Attorneys for plaintiffs

" C. H. Cansey, Attorney for defendants

Writings E. J. Bryant being duly sworn, depose
and swear as follows:-

1st Question by Attorney for Plaintiff.

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

Ans. I am 32 years old; live at Whaleyville in this
County; I am a house carpenter; and know all
the parties to this suit except Morris.

2nd Q. Are you acquainted with the Higgins land,
and the land claimed by plaintiffs in this
suit, and, if so how did you acquire such
familiarity?

Ans. Yes, sir. By deed and by ^{of neighborhood,} ~~deed~~ of old men, showing
me the line after my father bought the land

3rd Q Do you know the location of the woodcut
by Douglass & Austin described in plaintiffs bill,

if so, upon what land was it cut and upon what land is it at present?

Yrs. sir, I mean where it is. The wood that is now cut is on the land which belonged to my sister, Mrs. Dougherty, and now belongs to Morris Bruce. It was cut from that land, and the wood that was also cut winter before last, that has been sold, was also cut from the same land.

3rd Q

Does any part of the "long ridge" belong to the plaintiffs in this suit, if so, how much in your judgement?

Ans.

Yes, sir, about 200 yards of the west end of it.

4th Q

Have you as the agent of my sister Mrs. Dougherty ever had any dispute with the defendants, Dougherty & Austin with reference to the land now claimed by the plaintiffs? if so, state all the particulars of such dispute from beginning to end.

Yrs. sir, I think the first dispute we had was over some saw-mill logs which Jackson & Co had cut, to the amount of about 250,000 feet, to the best of my recollection. When Jackson & Co went to buy for timber I forbore the paying of the money to Dougherty & Austin, for the season, that I thought it belonged to my

sis. Mr. Doughtie then come to me to
 make a line between the two pieces of land,
 and we chose four men, two each, when they
 met, their two men and my two could not
 agree on a line. It passed off then in that way
 for about one month. Mr. Doughtie then
 collected the money for which timber had been
 cut by giving Jackson & Co an indemnifying
 bond, and Mr. Doughtie come to me to settle
 the line again, he chose two men and I chose
 two, and those four were to choose the fifth
 man. We met, Mr. Doughtie objected to my
 men, and would not have the line made.
 The third time Mr. Doughtie come to Wha-
 lypiece to have this disputed line settled.
 When he got there, he found Mr. Doughtie,
 my sister's husband there. They appointed
 a time to make a compromise line; they
 met, commenced the line, Mr. Doughtie got
 mad, and wouldn't do it and said they
 would have a surveyor to run the line.
 Mr. Doughtie agreed to it. They employed
 Bursif P. Butler, County Surveyor, to run the
 line. Mr. Butler came, and asked the par-
 ties if was satisfactory to them all that he
 showed run the line and they all an-
 swered, they were. Mr. Butler run the line,
 backwards & forwards and asked Mr. Doughtie

if he wanted a chopped line or a striped line, and he said he wanted a chopped line. Mr. Barker had the line chopped, by Mr. Doughtie himself. I thought then that the line was stolen, but in a very few days I was passing the line and noticed that the line was all chopped out. That night I received a message from Mr. Doughtie stating, in looking over some papers, he found a valuable one, and that Doughtie considered that line was worthless, and he should not agree to it, and for me not to have any timber cut off. Mr. Doughtie came across the line and cut, right much wood, 150 cords I reckon, but I don't know exactly the quantity. That wood that he cut then has been hauled out. The old line tree, the only one found, has been cut down and carried ^{and this line ^{tree} was} way, about half way between the two points. It has been done since this suit was entered.

6th Q.

Who got the advantage in this compromise line, surveyed by Bures of P. Baker?

Ans.

According to the old line Mr. Doughtie got the advantage by about twenty acres.

9th Q.

Suppose that compromise line were now established as the true line, upon whose land was the wood now claimed

by the plaintiff cut? (Attorney for defendant asks this question)

It is on plaintiff land, I think every part of it is on plaintiff land.

8th Q

Ans.

Was it cut from plaintiff land?

Yes, sir.

9th Q

What sort of a tree marked the old and true corner, between land claimed by plaintiff and the Wiggins tract, and did any other tracts corner at the same tree?

Ans.

According to the running of the line, it is a ^{fine} pine. Other tracts corner at the same tree, the Pusey land, now belonging to Moses Horton, the land belonging to Mah. Rouse, the ^{land of} Abraham Ellis, the land of Ledy White, (colored) and the land of W. H. Howell. Proper animation.

1st Q.

for defendant.

How long have you been acquainted with this land?

Ans.

13 years.

2nd Q

Are you well acquainted with the boundary lines of the old Wiggins tract?

Ans.

I kept down them out, when the timber was sold.

3rd Q

Does the land in dispute, commonly called the Doughty land, include any portion of

the old Wiggins track?

Ans

None at all.

4th Q

Please state how Mrs. Doughty became possessed of this land.

Ans

My ^{Jephtha Branch} father, ^{acquired} it when he died.

5th Q

From whom did he obtain the said land?

Ans

Dr. Robert Savage.

6th Q

You say in your answer to the 3rd question in chief that the wood now cut is on the land which belonged to your sister, and that there was also some wood cut before that, who received the money for the lot first cut?

Ans

Doughty & Austin received eleven twelfths (11/12)

7th Q

If this land belonged to Mrs. Doughty, why did not she receive the money for the wood?

Ans

It did not belong to her at the time the wood was cut.

8th Q

To whom did it belong?

Ans

The land was sold at the Corn Thouse door and Mr. Johnson bought it. Whether he paid for it, I don't know, and why it was sold ^{again}, I do not know.

9th Q

Who received the remaining twelfth of the purchase money for wood?

Ans

I received it, as the agent of my sister.

10th Q

Whose claim did your sister have?

Mr. Doughty claimed that he cut the wood

on the Wiggins land, and my sister owned one-twelfth of the Wiggins land. When Mr Doughtie secured for the wood, he left in the hands of J. Joelson the one-twelfth for his.

11th Q

How did your sister obtain a twelfth interest in the Wiggins land?

Ans.

My father secured it when at his death

12th Q

From whom did your father obtain it?

Ans

Dr. Robert Savage.

13th Q

From whom did Robert Savage obtain it?

Ans

I suppose his father.

14th Q

You state in your answer to 11th question in chief that the fish dispute in regard to this line was over some six-mile logs purchased by Joelson & Co. amounting to 250,000 feet, who received the money for those logs?

Ans.

Doughtie & Austin.

15th Q

Why did not your sister or some one for her receive a portion of this money?

Ans.

I can tell as I had nothing to do with receiving the money at the time logs were paid for. Can't say whether she received a portion or not.

16th Q

Has any demand ever been made upon Doughtie for any portion of money received for logs?

Ans

No, I don't know of. At that time there was not.

17th Q

Has any portion of the old Wiggins tract ever been sold to any person during

the time you have known this land?

Ans. Geo. sir. to Geo. W. Spring, a fork on the south west side of the little mill road. He bought it of Doug. Lee and Austin, about 8 or 9 years or so back.

18th Q. You have stated in your Declaration that you were familiar with the boundary lines of the Wiggins land, please mention the names of adjacent land owners, beginning in the north.

Ans. Commence at the corner pine near Jackson Ho's railroad, William Howell, Jr., T. Howell, Herring White on the west side. ~~Robert Wright~~ ^{James W. Rogers} Horton on the south side, and on the east side, E. P. Bryan, Will. Smith and this disputed piece of land. I have taken in the piece sold off.

19th Q. Is any portion of the land in dispute, claimed under your sister, Mrs. Daisy Briggs, alleged right to the one twelfth interest?

Ans. There is some of the land now in dispute that she claims an interest in, but she claims no one twelfth interest in the Wiggins land. No part of her twelfth interest has been conveyed to the ant. off.

20th What kind of a tree is the corner tree in the old Timothy Purcell line?

There are two, one, a gum and the other a pine.

9th.

21st Q What other lands corner at this corner?

Ans. From Savage land, and this disputed piece of land and Timothy Pierce land.

22nd Q What lands corner at the pine tree, the other corner in the old Pierce line?

Ans. Nathaniel Rom tree, Abram Ellis, Edw White, W.H. Hixson, Willis Wiggins land and the land now in dispute and the old Timothy Pierce land.

23rd Q Reexamination.

1st Q for plaintiff. From whom did Mr. Johnson buy the land formerly belonging to your sister, and under what authority was it sold at the southouse door?

Ans. It was sold under a deed of trust by Dr. Dohs

2nd Q Who was the trustee?

I don't know, Sir, W.J. Kelly I recollect.

3rd Q In the last marked exhibit no 2 with the defendant's answer one line of the Wiggins tract is described as "then up the said branch bounded by the land of Mrs. Savage, deceased, to a corner standing in Timothy Pierce line," does any branch run to the Timothy Pierce line in this direction? Allowing for defendant excepts to this question.

Ans. There is no branch running from the horse shed branch to the Timothy Pierce line.

4th Q Does the "Horse head branch" run to the Timothy Pierce line in that direction? No, Sir, it starts in that direction but when it gets to the piers in it turns.

Re- crop as annotation

1st Q for defendant. Does not the line above referred to begin in the ~~same~~ Muckle swamp and run up the Horse head branch by the lands of Wm Collins, Caleb Savage & Tom Savage, to a corner standing in Timothy Pierce's line?

Ans. No, sir, it don't touch the land of ^{the present} Tom Savage. It touches the land of old Thomas Savage.

2nd Q When was the line as mentioned in exhibit 2 changed?

Ans. It was changed at the death of old Tom Savage many years ago.

3rd Q Who were parties to this change?

Ans. Thomas Savage & John Jesse Savage.

4th Q By whose authority did they make any change in the lines of this tract of land?

Ans. When Thomas Savage died, and it was divided between Thomas Savage & John Jesse Savage.

And further this defendant saith not.

Signed E. J. Bryant

Geo W. Skinner another witness being duly sworn deposes and saith as follows:

1st Ques. Am for plain iff - What is your age & occupation, where do you live and do you know the parties to this suit?

Ans. I am 60 years old; I have been a farmer and teacher but I am now living on the shelf; I live in this county, and I know all the parties except Mr. Morris.

2nd Q. How near to the land in dispute do you reside?

Ans. About one mile. The track originally joined my land.

3rd Q. Did you ever survey it?

Ans. I did.

4th Q. When and for whom?

Ans. Caleb Savage. I don't know the date, about 1846 or '49.

5th Q. Was there any dispute at that time?

Ans. None at all that I knew of.

6th Q. Did the Wiggins land adjoin the Timothy Pierce land or simply corner at it?

Ans. I don't think it did adjoin or corner at it. It has been so long I don't recollect exactly.

7th Q. Does the land formerly owned by Caleb Savage, now claimed by plainiffs, adjoin the Timothy Pierce land?

Ans. It either joined it or cornered on it, to the best of my recollection.

8th Q In the and marked Exhibit "2." of the plaintiffs bill one line of the Wiggins track is described as follows: "Then up the said ^{by} branch ^{by} the lands of Thomas Savage, deceased, to a corner standing in Timothy Pierce's line" Does the Horse head branch go to the Timothy Pierce line? Attorney for defendant asks except

Ans. It does not.

9th Q Are you related to Mrs. Doughtie and Mrs. Austin the wives of the defendants?

Ans. We have no relationship by blood. My brother married their mother.

Cross examination

1st Q for Defendant. Are you well acquainted with the boundary lines of the old Wiggins track?

Ans. No, Sir, I am ^{not} well acquainted with the lines of Wiggins track. I am well acquainted with one line, the line ^{is} for as the Horse head branch extends -

2nd Q Does not that line start in the run of the Muscle Shoals as mentioned in Exhibit "two" and run up the Horse head branch by the lands of Wm. Collins. Thomas Savage ^{there are} in the direction of the Timothy Pierce line?

Ans. It ^{does not} ~~can~~ ^{does not} ~~consider it~~. The ^{line} ~~land~~ ^{land} ~~should~~ ^{should} ~~reference~~

3rd Q

It does not touch the Knuckle Swamp
 State how this line does run, where it be-
 gins and where it ends

Ans.

This line commenced in the original line of
 Caleb Savage, now claimed by Plaintiff, and
 runs up the Horse head branch, ^{but} where it turns
 north I do not know

4th Q

Does not the Knuckle Swamp touch some
 portion of the Wiggins land, and, if so which
 part?

It does. It bounds it in part on the South.

I desire to correct my answer to the
 2^d Question on Cross-examination - by
 saying "it does in that direction". It
 does start in the run of the Knuckle
 swamp. - It does commence in the
 run of the Knuckle swamp and runs
 up the Horse head branch in the direc-
 tion of the Timothy Pierce land.

5-Q.

Was not the old Wiggins tract bounded
 at that time, on one side by the land of
 Timothy Pierce?

Ans.

Look back and see what my answer was
 I have answered it once.

6 Q.

Was any part of the old Wiggins tract
 ever sold within your knowledge?

Ans.

There has been two pieces sold in my
 recollection. Caleb Savage bought one -

twelfth interest and Mr. Spivey has bought a piece from Doughtie & Austin. From whom did Caleb Savage buy one-twelfth interest? -

Ans. From Humphrey D. Savage. it was maiden land. I don't think his wife ever signed the deed. -

8 Q. From whom did Mrs. Savage obtain this interest? -

Ans. From her father's estate. She was one of the Wiggins children. -

9 Q. Is she still living?

Ans. She is. -

10 Q. Has she ever disposed of her interest in this land that you know of? -

Ans. I do not know. -

Re-examined:

1 Q. Are you familiar with the line after it leaves the Horsehead branch? -

Ans. I can't say that I am. -

Further this deponent saith not. -

G. W. Skinner

Subscribed sworn before me.

E. E. Holland J.P.

Moms & Pina
25 } Dep^d for Pitts -
Doughue &c

James Byrne land

James Byrne land

Horse Head Branch
Wm Collins

Calder Savage

Thos. Savage Drift to a corner line in Timothy Pearce's land
(factor of James R. Savage)

(Old James
Langston land)

James Byrne land

James Byrne land

James Byrne land

land formerly belonging to John Langston

Bob. Jones land

James Pearce

James Pearce's land

Timothy Pearce's land in the

James Pearce