

1913-021
Nansemond Co (Suffolk)

Chancery Causes: Richard Taylor vs Kader Taylor et al

Gay Manufacturing Co J, Milteer, Winslow, Bernes, Rountree, Barton, Minor, Folder 1 of 2
Dunford, Harrell, Crocker, Kelly, Wiggins, Brinkley, Raby, Wilkins, Beines,
Riddick, Knight, Jones

\$63.00

North Carolina Gates County Holley Grove Township
I Richard Taylor and wife Alice Taylor of the County and State
of Virginia in debt to C. J. Barnes of Gates County
North Carolina in the sum of \$66.50 dollars in which
he holds my note to be due the first day of January
at 6 percent interest
1900 I Richard Taylor and wife Alice Taylor do agree
to C. J. Barnes those articles of personal property
to pay the same to wit describe them one Carter
wheeler 6 heads of hogs house & kitchen furniture 50 acres
of land

Said debt and interest on before the first day
of January 1900 then he may sell said property or
so much thereof as may be necessary by public auction
for cash first giving thirty days notice at three
public places and apply the proceeds of such sale
to the discharge of said debt and interest on
the same and pay any surplus to me given
under my hand and seal this 26 day of
January 1899

Witness

B M Jones

Richard Taylor
Alice Taylor

Seal
Seal

Recd of Richard Taylor three dollars and thirty cents
on this money on the first day of January 1900
\$3.30 cents
Richard Taylor

this 16 day April 1904
I credit this Note
with \$73.23

inter from date
to date

~~\$211 3/4~~

date

I

promise to pay unto

C. McCassey Cornett

his heirs, executors, administrators or assigns the just and full sum of Two hundred and Eleven

Dollars and

fifty

Cents, current

money of the United States, for value received, and it is agreed upon by the parties that

interest on this note shall be at the rate of

Six

per cent. per annum; for the true

payment of which I

bind

myself

, my

heirs, executors and adminis-

trators, firmly by these presents: and

I

hereby waive the benefit of

my

homestead

exemption as to this debt, obligation or contract.

As witness my hand

and seal

this

12th

day of

January

in the year of our Lord one thousand eight hundred and

~~seventy~~

eighty

Witness,

F. H. Rawls

Keolen ^{his} Taylor
mark

(Seal.)

(Seal.)

20 { Bond \$211 $\frac{50}{100}$

C. H. Hausery Com^{rs}

Greene Jan'y 12th / 82

\$175.³⁷/₁₀₀

I

On demand with intent full
date promise to pay unto Richard E. Parker

his heirs, executors, administrators or assigns the just and full sum of One
Hundred & Seventy five Dollars and Thirty-seven Cents, current
money of the United States, for value received; and it is agreed upon by the parties that
interest on this note shall be at the rate of _____ per cent. per annum; for the true
payment of which I bind myself, my heirs, executors and administra-
tors, firmly by these presents; and I hereby waive the benefit of my homestead
exemption as to this debt, obligation or contract.

As witness my hands and seals this 13th day of
March in the year of our Lord one thousand eight hundred and
eighty-two

Witness,

G. H. Causey

Richard E. Parker
March

(Seal.)

(Seal.)

July 14. 1883 Rec^d of Kaden Taylor^v
Twenty five 37/100 Dollars, and interest up
to this date in part of the within note -
1.53 1/2

July 14 1883 Receipt of Kaden Taylor fifty
dollars in part of this note -

April 1st. 1885. Interest paid up to this day
April 1. 1885 Rec^d of Kaden Taylor fifty dollars
in part of this note.

\$37.00

Kaden Taylor

\$211.50

One year after date with intent
from date I promise to pay unto H. W. Crumsey court
his heirs, executors, administrators or assigns the just and full sum of Two hun-
dred & Eleven Dollars and fifty — Cents, current
money of the United States, for value received; and it is agreed upon by the parties that
interest on this note shall be at the rate of 5% per cent. per annum; for the true
payment of which I bind myself, my heirs, executors and adminis-
trators, firmly by these presents; and hereby waive the benefit of my homestead
exemption as to this debt, obligation or contract.

As witness my hand and seal this 12th day of
January
seventy eight —
in the year of our Lord one thousand eight hundred and

Witness,
F. H. Pauls

Reden Layton (Seal.)
man

(Seal.)

Kedon Taylor

To Bond \$211 $\frac{50}{100}$

Chas. Henry Combs⁴

Due Jan 12th/88

1880 Dec 12th

Rec int to date \$10.63

+ \$123 - on principal

March th 4, 1883.

Received of Rader Taylor Twenty five -
(\$25 ³⁷/₁₀₀ Dollars. paid of in full claim
to this date.

Richard Taylor.

Witness
C R Riddick

July 14th 1886 Received of
Kader Taylor, as security for
Rich^d Taylor. fifty dollars
in part of a note & has
against, which amt is
credited on the note, bearing
date with this receipt.

R. E. Parkey

State of North Carolina Gates County Holly Grove Township
State and R. L. Jones
and John J. Jones
the Plaintiff.

Elisha Boone Defendant } Before me a Commissioner of the JP
R. L. Jones Plaintiff above named being duly sworn
deposes and says that the defendant Elisha Boone
is indebted to the Plaintiff in the sum of 7 dollars
50 cts for two pair of Gum Boots and Perishing
on about 28 day January 1897 and the bargain
was to stay and work out the County in the
Room off cooking out the County Room a
way that the said defendant has departed from
this State or keeps him self concealed therein
with intent as defendant is informed and believes
to avoid the service of a summons or with intent
to defraud the Plaintiff.

To any Constable or other Lawfull Officer appearing
you are thereby commanded forth with to arrest
Elisha Boone and detain him at Court house
till to day this 25 day December 1899 if cannot
be found and to be dealt with according to Law
Gorse W. Wright Constable

B. W. Jones J. P.

Hogeweg Ruyt
Boulevard - 20
Rue de la Paix

To R. R. Smith, Clerk of the Circuit Court of Nansemond
County, Virginia.

Richard Taylor,

Plaintiff

Vs.

Kader Taylor, Martha Taylor, The
Gay Mfg. Co., a corporation, and
James L. McLemore, Special Commissioner. Defendants.

Issue summons in Chancery returnable to 1st rules (Monday)
March 7th, 1910.

William M. Connerly
p.q.

Taylor
vs 7 mems.

Taylor & als

The Commonwealth of Virginia.

To the Sheriff of Nansemond County- Greeting:

You are hereby commanded to summons *Luke Raby, Frank Rountree, George Wickins, E. C. Riddick, Jet Wiggins, Ballie Kelly, Mills E. Gay, Richard Baines, Joshua B. Harrell, Vivian Harrell, James Crocker, George L. Barton, Jet Brinkley, Robert Brinkley, Kader Taylor and P. P. Knight.*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the Town of Suffolk, in said County, on Thursday the 23rd day of June, 1910, at 10 O'clock A. M. to testify and the truth to say on behalf of Richard Taylor in a certain matter of controversy in the Circuit Court of said County depending and undetermined between Richard Taylor, Plaintiff and Kader Taylor and others, Defendants,

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

Witness, R. R. Smith, Clerk of our said Court, at his office, this 20th day of June, 1910, in the 134 th year of the Commonwealth.

R. R. Smith Clerk.
By *M. M. Watkins* D. C.

Richard Taylor
W.

25.

Shades of yellow rather

Received this
21 day June 1910
at New York
J. H. [Signature]

To Kader Taylor, Martha Taylor, and the Gay Mfg. Company, a Corporation:

Take notice that on Thursday, the 23rd day of June, 1910, at the office of William M. Crumpler, in Suffolk, Virginia, between the hours of 10 A. M. and 10 P. M. of that day, I shall proceed to take the depositions of myself, Robert Taylor, and others, to be read as evidence in my behalf in a certain suit in equity depending in the Circuit Court for the County of Nansemond, wherein I am plaintiff and you are defendant; and if, for any cause, the taking of the said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, or from time to time, at the same place and between the same hours until the same shall be completed.

Respectfully yours,

Richard A. Taylor
BY John W. Thompson
Counsel.

Due, legal, and sufficient service of the within
notice is hereby accepted.

By my self
Shashibhushan Das.

Kader, Mariba Taylor
& R H Kader day

PINNER BUILDING
BOTH PHONES

Mr. G. E. Bunting, Clerk,
City.

Please issue summons for George L. Barton and A. B. Minor to appear at my office at 11 o'clock A. M., on April 19th, as witnesses in the Chancery cause of Richard Taylor against Kader Taylor et als. Please deliver these to the Sheriff or mail them to the Sergeant.

Sumner arrived on the New York & New England
about the 18th day of April 1912

Letter to G. H. B. B. B.

The Commonwealth of Virginia.

To the Sheriff of Hansemond County- Greeting:

You are hereby commanded to summons *Jet Brinkley*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the Town of Suffolk, in said County, on Thursday the 23rd day of June, 1910, at 10 O'clock A. M. to testify and the truth to say on behalf of Richard Taylor in a certain matter of controversy in the Circuit Court of said County depending and undetermined between Richard Taylor, Plaintiff and Eder Taylor and others, Defendants,

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

Witness, R. R. Smith, Clerk of our said Court, at his office, this 20th day of June, 1910, in the 134 th year of the Commonwealth.

R. R. Smith Clerk.
By *M. M. Watkins* D. C.

*Received on 20th
of June 1910
for Jet Brinkley
at 10 o'clock
Meeting the notary
at the office of
Jet Brinkley
at 10 o'clock
for Jet Brinkley
for Jet Brinkley*

Copy for
Jett Brinkley

The Commonwealth of Virginia.

To the Sheriff of Nansemond County- Greeting:

You are hereby commanded to summons *Robert Brinkley*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the Town of Suffolk, in said County, on Thursday the 23rd day of June, 1910, at 10 O'clock A. M. to testify and the truth to say on behalf of Richard Taylor in a certain matter of controversy in the Circuit Court of said County depending and undetermined between Richard Taylor, Plaintiff and Kader Taylor and others, Defendants,

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

Witness, R. R. Smith, Clerk of our said Court, at his office, this 20th day of June, 1910, in the 134 th year of the Commonwealth.

R. R. Smith Clerk.
By *M. M. Watkins* D. C.

*Received on the 20
day of June 1910
Summons on the 21
of June 1910 by
Reading the return
Submitting to
Robert Brinkley
J. H. Jones Const
of Gates County N.C.
for value 60*

South Bay of June 1890 in the 1st of June of 1890
Witness: J. H. Smith, Clerk of the said Court of the said State, said
and was then and there duly sworn.

Therefor, I, Sheriff and Clerk Taylor and others, do hereby certify:

That the Court of said County opened and adjourned between 11 o'clock
on behalf of Richard Taylor in a certain matter of controversy in the
year of 1890, at 10 o'clock A. M. in fact and the same to and
attorney, in the Court of said County, in said County, do hereby certify
to those present a true and correct copy of the same as follows:

You are hereby commanded to appear
in the Court of said County, in said County,

the Court of said County.

Robert Brinkley
J. H. Smith

W. D.
Clerk

Copy for
Robert Brinkley

The Commonwealth of Virginia.

To the Sheriff of Nansemond County- Greeting:

You are hereby commanded to summons *P. P. Knight*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the Town of Suffolk, in said County, on Thursday the 23rd day of June, 1910, at 10 O'clock A. M. to testify and the truth to say on behalf of Richard Taylor in a certain matter of controversy in the Circuit Court of said County depending and undetermined between Richard Taylor, Plaintiff and Kader Taylor and others, Defendants,

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

Witness, R. R. Smith, Clerk of our said Court, at his office, this 20th day of June, 1910, in the 134 th year of the Commonwealth.

R. R. Smith Clerk,
By *M. M. Watkins* D. C.

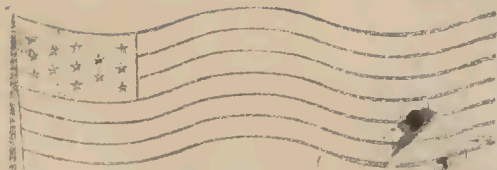
*Received by me D. C.
June 21st 1910
for the 21st day of
June 1910
by authority of the Court
summons to
P. P. Knight
H. P. Jones Court
of gates or R. C.
for P. P. Knight*

of 1880, in the latter of the foregoing.

Copy for
P. P. Knight



Mr William H. Crompton
Attorney at Law
Suffolk Va



THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Hader Taylor,
Martha Taylor, The Gay Manufacturing Co, a
corporation, and James L. McDermott, Special
Commissioner

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
 held for the said Court, on the *First* Monday in *March, 1910*, to answer

a Bill in Chancery, exhibited against *them*
 in the said Court by *Richard Taylor*

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this *14th* day of
February, 19*10*, in the 13*4th* year of the Commonwealth.

A copy—Teste:

CLERK.

Teste:

CLERK.

R. R. Smith
By W. L. Melley, Jr.

1910 March 3rd Expedited the within
process by delivering a true copy to
the within named Rector, Jaycar
mantha Jaycar Chas, H. Hutchins
Treasurer of the Holy Indfg Co or
corporation & for L M L Semane
Spt Commissioner

By A H Baker Supt
L C. Gifford Supt.

William M. Gumpel P. G.

Richard Jaycar

vs.

IN CHANCERY.

Richard Jaycar Martha Jaycar,
the Holy Indfg Co, as corporation,
& for L M L Semane, Spt. Commr

1910

March

Rules.

First

Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. 3

PAGE 81

No. 5
2/1/10

The Commonwealth of Virginia,

To the Sheriff of Nansemond County --Greeting:

You are hereby commanded to summons *Mary J. Johnson*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the City of Suffolk, in Nansemond County, on Thursday the 23rd day of November, 1911, at ten o'clock, A. M., to testify and the truth to say on behalf of Richard Taylor in a certain matter of controversy in the Circuit Court of Nansemond County depending and undetermined between Richard Taylor, plaintiff, and Kader Taylor and others, defendants.

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

Witness, R. R. Smith, Clerk of the Circuit Court of Nansemond County, at his office, this 9th day of November, 1911, in the 136th year of the Commonwealth.

R. R. Smith

Clerk.

Richard Taylor
vs. Spa
Kader Taylor vs.

I have on this 21 day
of Nov 1911 served and
executed the within
process. by delivering a
true copy of the within
to Mary J Johnson.
in person.

W. Baker Sheriff
By Hardy Holland Deputy

THE COMMONWEALTH OF VIRGINIA

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Kader Taylor*

a Notary Public at the Office of Wm. M. Crumpler, attorney, in the City of Suffolk
to appear before ~~the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County,~~ on the
31st day of *March*, 191*1*, at *10* o'clock A. M., to testify and the truth
to say on behalf of *Richard Taylor*

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

Richard Taylor

Plaintiff

and

Kader Taylor & others

Defendant *S.*

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

WITNESS, R. R. SMITH, Clerk of our said Court, at his office, this *24th* day of *March*
191*1*, in the 13*5*th year of the Commonwealth.

R. R. Smith
By M. M. Watkins, CLERK.

Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every
day you attend Court, under same, and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

Exeuted this 28th day of march 1877 by
 delivering a true copy of the within
 summon in person to Kader Taylor.

CLERK

A. H. Baker Sheriff
 By Hardy Holland Deputy

Richard Taylor
 vs
 Kader Taylor & als -

Nansemond
 Circuit Court

1877, in the 13th year of the Co
 Witness R. R. SMITH, Clerk

in a certain matter
 to say on behalf
 to appear

unless you go to the Clerk's desk each and every
 one sum you are entitled to, etc., as required by law.

may you attend Court, under same, and on your or
 Your attendance and mileage, under this

THE COMMONWEALTH OF VIRGINIA

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Charlie Taylor, Neverson
Miller and Wallace Baines*

a Notary Public at the office of Wm M. Crumpler, Attorney, in the City of Suffolk
to appear before ~~the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County,~~ on the
31st day of *March*, 191*1*, at *10* o'clock A. M., to testify and the truth
to say on behalf of *Richard Taylor*
in a certain matter of controversy in ~~our said Court~~ *the Circuit Court of said County* depending and undetermined between

Richard Taylor

Plaintiff

and

Kader Taylor & others

Defendant

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

WITNESS, R. R. SMITH, Clerk of our said Court, at his office, this *28th* day of *March*
191*1*, in the 13th year of the Commonwealth.

R. R. Smith
By M. H. [Signature] CLERK.

~~Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every
day you attend Court, under same; and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.~~

Executed as ordered March 20-1911

A. H. Baker, Sheriff
By Harry Hallum Wigg.

Richard Taylor
vs J. Spu
Kader Taylor & als

1911
Mch 31st

Swift fee
\$1.50

Nansemond
Circuit Court

the sum you are entitled to, etc., as required by law. Unless you go to the Clerk's desk each and every

1911, in the 13th year of
Witness, R. R. SMITH

this summons.
And this the witness.

and

in a certain manner

to say on behalf

to appear

The Commonwealth of Virginia,

To the *Sergeant of the City of Portsmouth* -Greeting:

You are hereby commanded to summons *Mrs. Augustus Dunford*

to appear before a Notary Public at the office of William M. Crumpler, Attorney, in the City of Suffolk, in Nansemond County, on Thursday the 16th day of November, 1911, at ten o'clock, A. M., to testify and the truth to say on behalf of Richard Tayler in a certain matter of controversy in the Circuit Court of Nansemond County depending and undetermined between Richard Tayler, plaintiff, and Kader Tayler and others, defendants.

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

Witness, R. R. Smith, Clerk of the Circuit Court of Nansemond County, at his office, this 9th day of November, 1911, in the 136th year of the Commonwealth.

R. R. Smith

Clerk.

Richard Taylor
VS L Spa
Kader Taylor & others

Executed this 15th day of Nov.
1911 in the City of Portsmouth, Va., by
delivering a copy of the within summons
to _____
Mr. Augustus Jamfort in person.
R. E. Glover City Serg't.
by _____ Deputy Serg't.

Richard Taylor,

Vs.

Kader Taylor, Martha
Taylor, and the Gay
Manufacturing Co.

By consent of all parties in interest, through their attorneys, it is ordered that this cause and all matters in controversy therein, may be submitted to the Judge of this court for such decision, judgment, or decree in vacation as might be entered in term time.

We consent to the within
decree.

Thos. M. [unclear] atty
for Richard Taylor

Gay Manufacturing Co.

Thos. S. Shulchman
Secy.

Wm. R. [unclear] atty
for Richard Taylor
Monroe Taylor

Enter Feb. 8. 1913
James L. W. [unclear]
Entered in Chancery
Order Book No. 4.
Page 557.

THIS DEED, Made this 28th day of October, 1907, by and between Kader Taylor and Martha J. Taylor, his wife, of the County of Nansemond, State of Virginia, parties of the first part, and The Gay Manufacturing Company, a corporation duly chartered and organized under the laws of the States of Virginia and North Carolina, its successors and assigns, party of the second part-

WITNESSETH: That for and in consideration of the sum of Eight Hundred (\$800.00) Dollars and receipt of which is hereby acknowledged, the said parties of the first part have granted bargained sold and conveyed and by these presents do grant, bargain, sell and convey unto the said The Gay Manufacturing Company, its successors and assigns, in fee simple and with general warranty, all the pine timber 12 inches in diameter across the tree stump, and larger, at the time of cutting, standing, growing, lying, fallen and being upon all that certain tract or tracts of land, situate in the County of Nansemond, State of Virginia, bounded and described as follows:

On the North by the swamp down to the lands of J. E. Baines, thence up the swamp to Cow Swamp Run, on the East by the lands of J. V. Knight, deceased, South by the lands of Tazwell Kelly, formerly Gay Manufacturing Company, West by the lands of Wm. Knight, deceased, containing one hundred and seventy two (172) acres, more or less, and being the same land sold and conveyed to Kader Taylor by Jas. L. McLenore, Special Commissioner, by deed duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, reference to which deed is here made for the description of same therein contained. Save and except five (5) acres, thereof, lying southwest of the field and across the foot bridge and starting at a reed bottom, and starting at a slipped rosemary pine and running down the Norfleet Field branch to the Coropeake Swamp.

To have and to hold all the said timber as specified and described, together with all its rights and privileges herein granted to the said second party, its successors and assigns.

The said first parties covenant with the said second party, its successors and assigns, that they are seized of said timber in fee simple, that the same is free from all encumbrances, that they will execute such further assurances as may be necessary to give a good and sufficient title to said second party its successors and assigns, for the said timber, and that said second party, its assigns and successors shall quietly use, enjoy and occupy the same.

Said first parties also hereby grant and assure unto the said second party, its successors and assigns, the full term of two years from the date of this deed in which to cut and remove said timber herein conveyed; provided, however, that if at the end of said two years from the date thereof the said second party, its successors and assigns, shall not have cut and removed the said timber, it or they shall have an additional three years in which to do so, and all the rights and privileges granted under this deed shall continue during said additional time. It being understood that said continuance of said right and privileges shall include the right of cutting and removing all of the said timber measuring twelve inches across the tree stump and larger at the time of cutting.

It is further understood and agreed that after the expiration of the first period of years above mentioned, and un-

til the said timber is cut under this contract, the party of the second part, its successors and assigns, shall pay to Kader Taylor, his heirs or assigns (That is to say the owner of the land) annually, on demand, a sum equal to six per centum per annum on the purchase price of said timber as set forth in this deed, the first payment to be made, if demanded, within twelve months from the expiration of the first period of years, and a like sum, if demanded, every twelve months thereafter. But as soon as said timber is cut the annual payments above provided for shall cease, and the said party of the second part, its successors and assigns, shall only be liable for such pro rata part of the year in which the cutting is completed as the timber remains on the land, the said proportionate part to be paid before all the timber is cut. But this provision as to the payment of interest is not to be construed nor considered as a condition precedent to the continuance or the extension of the rights and privileges under this contract, but only as a covenant to make such payments at any time within said period when the same may be demanded, and before said timber is cut.

It is further covenanted and agreed that said second party, its successors and assigns, shall have the exclusive right to go upon said land with its wagons, teams and employees for the purpose of cutting and removing said timber; shall also have the right to erect on the land such buildings for the conduct of its said business as may be deemed necessary; shall also have the right to necessary rights of way on which to build, construct, operate and maintain such railroads, tramways or bogy roads across the lands of said first parties as may be deemed necessary for the purpose of removing said timber, or any other timber which said second party now owns or may hereafter own, or anything else which said second party may now or hereafter wish to carry over said tramways or bogy roads and railroads; and shall also have the right to use such material and timber for tie and car standards along said railroads, tramways or bogy roads as may be necessary or convenient to build, maintain and operate the same., Said rights and privileges shall continue for the full term above provided for and the period above named in the extension or continuing clause of this contract, whether said timber is cut before the end of said period or not. And further until said timber and any other timber which said second party now owns or may hereafter own as aforesaid shall have been cut and removed.

Said second party shall have the right to remove such buildings, railroads and tramroads from said land within one years after ceasing to use, operate or occupy the same.

The said first parties covenant to pay all taxes, dues and assessments upon said land and timber during the continuance of this contract.

Witness the following signatures and seals.

Witness, V. B. Harrell. Kader (his x mark) Taylor (SEAL)

W. E- Jackson. Martha J. (her x mark) Taylor (SEAL)

State of Virginia,

County of Nansemond, to wit:

I, J. B. Harrell, a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that Kader Taylor and Martha J. Taylor, his wife, whose names are signed to the writing hereto annexed, bearing date the 28th

day of October, 1907, have acknowledged the same before me in my county aforesaid.

Given under my hand this 1st day of November, 1907.

J. B. Harrell, J. P.

Virginia:

In the Office of the Circuit Court of Nonsense County the 2nd day of November, 1907: This deed was presented, and, with the certificate annexed, admitted to record.

Teste:

R. R. Smith, Clerk.

A COPY.

By M. M. Watkins, D. C.

*Teste: R. R. Smith, Clerk
By A. L. Twitty, De.*

Kader Taylor + wife
To } Deed of
} Bargain + Sale
The Gay Manfg. Co.

Recorded in D.B. 64
Page 283.

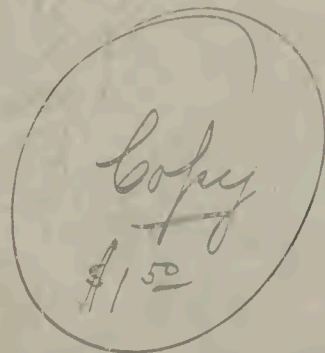


Exhibit "B" -

THIS DEED, Made this 6th day of April 1906, between James L. McLamore, Special Commissioner, party of the first part and Kedar Taylor party of the second part:

WHEREAS at the October term, in the year 1879, it was decreed and ordered by the Circuit Court of the County of Nansemond in a certain cause then depending on the Chancery side of the said Court, between Kedar Taylor, Samuel Taylor, Richard Taylor, Augustus Dunford and Elizabeth, his wife, (nee Taylor), Penelope (sometimes called Peninah) Taylor, Basha Taylor and Leander Jones and Hester Ann, his wife (nee Taylor), Complainants; and Mary Jane Harrell, an infant under the age of twenty-one years, the orphan child of William Harrell and Media Ann, his wife (nee Taylor), defendant, that C. H. Causey who was thereby appointed Special Commissioner for the purpose, should, at Public Auction on some Court Day, upon the following terms, to-wit:

For cash enough to pay the costs of suit and expenses of sale, and the residue to be paid in equal instalments one and two years from the day of sale and bearing interest therefrom, taking from the purchaser bonds with good security for the deferred payments and the title to be retained till the further order of the Court, make sale of a certain tract or parcel of land in the bill and proceedings mentioned of which Kedar Taylor died seized and possessed, consisting of a tract of land in the County of Nansemond adjoining the lands of John K. Riddick, A. Vann's estate and others and containing 172 acres, more or less, having first advertised the time and place of sale for the period of, at least, twenty days in one or more news-papers published in the town of Suffolk and by printed notices posted at the Court House door of said County and in the vicinity of the said land, and that the said Special Commissioner should make report to Court of his proceedings made under the said decree.

AND WHEREAS it appears from the report of the said C.H. Causey, Special Commissioner as aforesaid, filed in the papers in the cause, that, in pursuance of the said decretal order, he did on Monday, the 12th day of January, 1880, it being County Court Day, before the Court House door of said County aforesaid expose for sale at Public Auction the tract of land aforesaid mentioned and described in the complainants' bill in the said case; having advertised the land in the proceedings mentioned for the time and in the manner prescribed in said decree, at which sale the said tract of land was struck off to the said Kedar Taylor (one of the complainants) for the sum of Five Hundred 00/100 Dollars, (\$500.00), that being the highest bid for the same.

AND WHEREAS by decree entered in this cause on the 10th day of April, 1882, the report of sale to Kedar Taylor by C. H. Causey, Special Commissioner, of the real-estate in the bill and proceedings mentioned was confirmed and the said Special Commissioner was ordered to make unto the said purchaser of the land a deed with special warranty in the usual form:

AND WHEREAS by decree entered at the October term, 1885, on it appearing to the Court from the report of the Special Commissioner, C. H. Causey, reporting the collection of money and payment of the same to the parties properly entitled thereto that nothing more remained to be done in the case, it was ordered to be removed from the docket:

AND WHEREAS on it appearing to the Court upon the statement of Kedar Taylor that the deed to the purchaser was never executed and delivered by the said C. H. Causey, Special Commissioner, the Court did by decree entered on the 6th day of April, 1906, re-instate the said cause and appoint James L. McLemore a Special Commissioner in place of C. H. Causey, Special Commissioner now deceased, to make said deed with special warranty in the usual form to the said Kedar Taylor, the purchaser aforesaid.

NOW THIS DEED WITNESSETH:

That the said James L. McLemore, Special Commissioner as aforesaid, in consideration of the premises and in order to carry into effect the said sale made as aforesaid, in pursuance of the said decretal order entered on the 6th day of April, 1906, doth give, grant, bargain, sell and convey unto the said Kedar Taylor, his heirs and assigns forever the said tract of land above described.

And the said James L. McLemore, Special Commissioner as aforesaid, the title to the said tract or parcel of land against himself and his heirs, and all persons claiming by, through or under him, will forever warrant and defend.

Witness the following signature and seal.

James L. McLemore (SEAL)
Special Commissioner.

STATE OF VIRGINIA,

To-wit:

COUNTY OF NANSEMOND.

I, F. W. Lloyd, a Notary Public for the county aforesaid, in the State of Virginia, do certify that James L. McLemore, Special Commissioner, whose name is signed to the above writing, bearing date the 6th day of April, 1906, has acknowledged the same before me in my county aforesaid.

My term of office expires on the 19th day of March, 1910.

Given under my hand this 6th day of April, 1906.

F. W. Lloyd,
Notary Public.

In the office of the Clerk of the Circuit Court for the County of Nansemond the 14th day of April, 1906:

This Deed was presented with the certificate annexed and admitted to record.

Teste:

A. P. Gomer, Deputy
for R. R. Smith, Clerk.

A COPY.

Teste: R. R. Smith, Clerk
By A. L. Smith, De.

James L. McLemore,
Special Comm.

To { Deed

Kedar Taylor

Recorded in D. B. 60
Page 482.

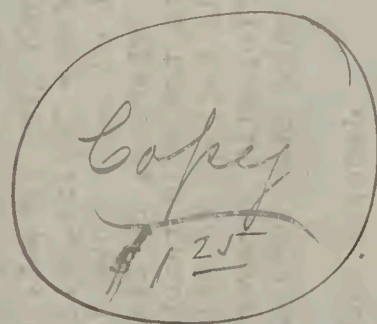


Exhibit "A"

Richard Taylor

78.

Kader Taylor, et als.

same was struck off to Kader Taylor, and that by a decree in said cause on April, 10th, 1882, the said sale was confirmed, and a deed ordered to be made to the said Kader Taylor, for said land, and by other proceedings shown to have been had in said cause, it appears that the said Kader Taylor paid the whole of the purchase money for said land to said commissioner, and that the same was all properly distributed and paid over to the parties entitled to receive the same as will appear by their receipts filed in said cause, all of which will appear by all the papers filed in the said suit, which your respondents pray may be read as a part of their answer. The respondent Kader Taylor says that he had never entered into any arrangement whatever with his brother, Richard Taylor, to buy the said land jointly and he utterly denies this allegation in the said bill; he says on the contrary that when he came to Suffolk on the day of sale, he did not even know whether he himself would purchase the land or not, but after he reached Suffolk, he was advised by some of his friends to buy the land, but did not have the money to fully pay for it. He says however, that he did bid on the land, and the same was struck off to him, at the price of five hundred (\$500.00) dollars, that he paid enough cash, to pay all the cost and expenses of the suit and sale, and gave his two bonds to the said C. H. Causey, commissioner for the sum of \$211.50 each, payable respectively one year and two years after date, for the balance of the purchase money, which said bonds are herewith filed, marked "Exhibit A." ^{and B.} and be and prayed to be read as a part of this answer; that not having enough money on hand to fully take up the said bonds, when they matured, he borrowed of Dr. Richard E. Parker, the sum of \$175.37, for which he executed his bond to him on the 13th day of March, 1882, a copy of which said bond is herewith filed marked "Exhibit C." and prayed to be read as a part of this answer; that he has since paid off and discharged said bond in full, and taken the same in, and that with the money thus borrowed he fully paid the said commissioner for said land; that ever since the day of sale he has been in possession of the whole tract of said land, of one hundred and seventy-two acres (172).

a + b

c

filed

He says that his brother, Richard had nothing to do with the purchase of said land, and that he, the said Kader Taylor in buying acted solely for himself, and not jointly for himself and the said Richard Taylor. He further says that it being a large tract, and more than he had full use for, he permitted his said brother Richard Taylor to occupy a small portion of it, consisting of an arable field of about ten (10) acres, on which there was a little house, and surrounded by a few acres of woodland. He, the said Richard Taylor, during the year 1883, and for five years following annually paid him one-third of the products of said farm, as rent for the same, and he therefore, the said Richard Taylor, being in destitute circumstances, your respondent permitted him to still remain on said tract of land on the condition that he should keep the same up and in good condition, and pay five (\$5.00) dollars a year as rent, either in cash, or in work, and that for many years he had operated it on these conditions rarely ever paying in cash, but doing small jobs of work, for this respondent, such as mauling rails, grubbing, and other farm work, whenever called upon by this respondent.

Your respondents deny that the said Richard Taylor has ever claimed or asserted any title whatever, to said land, until a very short time ago, when he conceived the idea which had been put into his head by outside parties, that having occupied the land for so long, he could claim the same by adverse possession, and on this supposition he began to set up such title to the land, well knowing that he had never acquired it by purchase or otherwise, that he had never paid a penny on the purchase money for it, that he had never received a deed for it, that he had never listed it for taxation, or paid any taxes, and that he had never mortgaged it or sold it, or in any other manner asserted ownership, but on the ^{contrary} Your respondent Kader Taylor has all the while openly and notoriously claimed the said land, and has kept and treated it as his own, in fee simple; that he has been on it during all these years, time and time again, at will, and taken therefrom straw, lightwood, woodmould, fence rails,

W. M. Lee

and timber for pine boards, and anything else that he wished to take therefrom, without even thinking of asking the consent of the said ~~R~~ Richard Taylor, nor has the said Richard Taylor ever protested against the use of the said land, by said respondent, although he well knew of the same.

This respondent further says that while the said Richard Taylor now sets up a claim to about fifty (50) acres, of said land, no division line has ever been drawn, showing the division line between the said fifty (50) acres and the remainder of said tract, nor was such line ever contemplated by either the said Richard Taylor or your respondents.

Your respondent Kader Taylor, further says that soon after buying said land as aforesaid, he sold from the said tract all of the standing timber thereon to William Camp, for the Gay Manufacturing Company, including the timber on the part of said land now claimed by Richard Taylor, and that he collected the whole of the purchase money thereof, and used it himself as his own, without any protest by the said Richard Taylor who had full knowledge of the same.

He further says that when these respondents entered into a contract dated the 28th day of October, 1907, with the Gay Manufacturing Company for a second sale of timber, on said land, that they excepted from said whole tract of one hundred and seventy-two (172) acres,

" five (5) acres thereof, lying southwest of the field and against the foot bridge, and starting at a ~~reed~~ bottom, and starting at a slip~~ped~~ rosemary pine, and running down the Norfleet field branch, to the Corapeake Swamp, as will appear from a copy of the contract filed

in this suit of the said complainant, and marked "Exhibit B." and that the said five (5) acres thus excepted consisted in part, and was a part of the very fifty (50) acres ^{now} claimed by the said Richard Taylor; thus asserting the right and ownership of your respondent, to the whole tract of said land.

He further says that during the whole of the many years he has owned it, since the said purchase, he has annually paid all of the taxes on said land, and has never demanded the payment of any part thereof ~~pf the~~ said Richard Taylor.

Your respondent further says that instead of the said Richard Taylor having money to pay any part of said purchase price of said land, or having

M. W. L.

in any manner contributed anything toward the payment of the same, that the said Richard Taylor was not only in destitute circumstances and short of money, but frequently had to call on your respondent to lend him aid, and that your respondent had become security for him as late as February, 14th, 1886, and paid \$50.00 security money for him to said Richard E. Parker, as will appear by a receipt of said Richard E. Parker herewith filed marked "Exhibit D." and prayed to be read as part of this answer; that as late as June, 1886 he loaned to the said Richard Taylor the sum of \$190.00 and that the said Richard Taylor has never repaid him any part of said sum of money which he thus owed him. He further says that the said Richard Taylor has repeatedly said in the presence of outsiders that he knew he had no right to said land, and that he expected to leave it. Your respondent further says that he at all times openly claimed and treated the said whole tract of land of one hundred and seventy-two (172) acres, as his own, and that this claim on his part was well known to the said Richard Taylor, and to others.

Your respondents therefore say that the said tract of land of one hundred and seventy-two acres (172) belongs to the said Kader Taylor, in fee simple; that he holds a bona fide deed for the same; that he paid the entire purchase price therefor; that he has been in open, adverse and notorious possession of the same during all the years since he purchased it; that there is no cloud whatever on his title; and he therefore calls on the said Richard Taylor for proof of when he purchased the said fifty (50) acres of land which he claims in this bill; of how much he paid for it; of how and when he paid for it; in whose presence; and whether by check, cash or otherwise; how and when he drew boundary lines concerning it, or marked it off and designated it; and as to whether he has ever paid any taxes on it, or in any other manner set up any claim to it until the last year or two, and having fully answered the said complainant's bill, these defendants pray to be hence dismissed with their reasonable cost in this behalf expended, and they will ever pray, etc.

Kader Taylor.
Martha Taylor.

VIRGINIA, NANSEMOND COUNTY, to-wit:

I, R. H. Rawles, a Notary Public for the county aforesaid, in the State of Virginia, do certify that Kader Taylor, and Martha Taylor, whose names are signed to the foregoing statement, have this day personally appeared before me, in my county aforesaid, and being duly sworn, do solemnly swear that the statements contained in the said answer as coming of their own knowledge are true, and that all other statements contained as coming from knowledge or information derived from others, they believe to be true.

Given under my hand this-----14th-----day of April, 1910.

My term of office expires on the 30th day of January, 1911.

R. H. Rawles, N.P.

M. L. L.

Answer.

R. H. RAWLES
ATTORNEY AT LAW
SUFFOLK, VA.

ALVAN BUSHNELL CO., LAW STATIONERS, 242 MARKET ST., PHILADELPHIA, PA.

To the Honorable James L. McLeMore, Judge of the Circuit Court of Nansemond County, or to such other judge of this Commonwealth to whom this cause may be referred for a hearing:

Humbly complaining, your orator sheweth unto the Court the following case; that your orator is now and has, for a long time hitherto, been the owner and in the actual possession of that certain tract or parcel of land, situated in Nansemond County, Virginia, near Corapeake, North Carolina, near the boundary line dividing the said State of North Carolina and said State of Virginia, consisting of fifty (50) acres, more or less, and being bounded by Tazwell Kelly on the Northeast; on the North side by Jim Baines; on the West by Will Taylor; and on the South-east by Kader Taylor, the line between the parcel of land intended to be affected by this suit and the said Kader Taylor being designated by a line of chopped trees.

Your orator further sheweth unto the Court that the parcel of land above described is a part of the real estate consisting of one hundred and seventy-two (172) acres, more or less, of which your orator's father _____ Taylor, died seized and possessed; that after your said orator's said father died, his death occurring previous to the year 1879, his heirs at law, of whom your orator was one, at the instance and request and through the instrumentality of Kader Taylor, one of the defendants to this cause, who is a brother of your orator, caused to be instituted a suit in Chancery for the partitionment of the said real estate aforesaid of which your orator's said father died seized and possessed; that pending the sale of the said property or estate of your said orator's father aforesaid, your said orator and his aforesaid brother, Kader Taylor, one of the defendants as aforesaid to this suit, entered into an agreement, whereby they agreed to purchase the said property at the sale of the same and to divide the same according to the

boundary disclosed by the description of the parcel of land above mentioned and described among themselves; that your said orator trusted the preliminary details touching the purchase of the said real estate of which his said father died seized and possessed to his said brother, Kader Taylor, in whom he had unbounded confidence and for whose integrity he entertained the uttermost respect; that the said Kader Taylor for and on behalf of himself and your said orator appeared at the said sale of the said real estate of your orator's father as aforesaid, which was held in front of the Court House of Nansemond County on the 12th day of January, 1880, and being the highest bidder for the same, at the sum of Five hundred (\$500.00) Dollars, the same was cried off to him; that both before and after the sale of the said property, your said orator and the said Kader Taylor agreed upon a division of the property as indicated and designated by the boundary lines of your orator's said portion thereof as designated above and agreed and determined among themselves the amount and proportionate part of the said purchase price which your said orator should pay for his portion of the said property as designated by the foregoing boundaries which said proportion of the said purchase price your said orator paid and discharged and was informed by the said Kader Taylor to whom, as your orator has above stated, he trusted the minor details of the sundry transactions regarding the purchase of said property and by whom your said orator was informed that the property had been properly deeded, respectively, the said Kader Taylor's portion to himself and your orator's portion to him, according to the boundaries indicated as aforesaid and agreed upon, respectively between themselves; that your orator after being thus assured by said Kader Taylor, and confiding in this said assurance, believed that his portion of the said real estate as designated by the description and boundary foregoing, had been properly and

regularly deeded to him, according to all legal requirements and that he was not aware that such was not the case until some time of the early part of the year 1906, when the Gay Manufacturing Company, by one of its representatives negotiated with your orator and the said Kader Taylor for the purchase of the standing timber on the property, respectively, of the said Kader Taylor and of your said orator, when the said Kader Taylor having agreed to sell his said timber, upon investigation, the said proposed purchasers discovered that neither the said Kader Taylor, nor your orator had any title whatever to the said property, no deed ever having been executed to them or to either of them by the Commissioner appointed by the Court in the partitionment suit above mentioned whereupon your said orator interviewed the said Kader Taylor, and he, the said Kader Taylor, forthwith promised to attend to the same, came to Suffolk once or twice and then reported to your orator that he had arranged the matter and had properly attended to the conveyance of the property; that after this conversation your orator believing the statement of the said Kader Taylor, felt confident that the matters had been properly arranged and the conveyances rightfully and properly executed, conveying the respective parts of the property respectively to the said Kader Taylor and your orator; that a year or so subsequent to the last recited conversation, your orator discovered that the said Kader Taylor instead of having had the property conveyed his portion to himself and your orator's portion to himself, had, in fact, appeared before the Honorable Robert R. Prentiss, who was, at the time, Judge of this Circuit, on the 6th day of April, 1906, and caused to be entered a decree, appointing James L. McLemore, a Commissioner in the place and stead of C. H. Causey, the former commissioner in the partitionment cause aforesaid, who was directed by and who in accordance with said decree conveyed the property entirely to

him, the said Kader Taylor, a copy of which said conveyance, is herewith filed marked exhibit "A", all of which was without your orator's knowledge; that since your orator has been cognizant of these facts just recited, he has repeatedly urged upon the said Kader Taylor, the necessity of conveying to him his portion of the said property, but that the said Kader Taylor has just so repeatedly failed to comply with such request, although, constantly promising to do so and of late, giving to your orator as his excuse for not having done so before now, his wife's refusal to sign the deed.

Your orator further sheweth unto the Court that by contract dated on the 28th day of October, 1907, and a copy of which is herewith filed marked exhibit "B", the said Kader Taylor and his wife attempted to convey to the Gay Manufacturing Company for the consideration of Eight Hundred (\$800.00) Dollars, all the standing timber on the entire one hundred and seventy-two (172) acres, more or less, of land which was conveyed to the said Kader Taylor as aforesaid; that this conveyance, to the said Gay Manufacturing Company was a mistake, the said Kader Taylor and wife having only intended to convey the standing timber on their portion of the said 172 acres, more or less, of land and that by inadvertence, the description of the whole tract of land was inserted in the said contract executed to the said Gay Manufacturing Company; that the said Gay Manufacturing Company have long since cut and manufactured all timber which they understood or believed that they had purchased under the said contract, which was the timber exclusively located on the portion of the said property owned and occupied by the said Kader Taylor and located on the West or North-west side of the line of chopped trees mentioned in the description of your orator's property foregoing.

Your orator further sheweth unto your Honor that he has been in the actual and adverse possession of the property

and standing timber located upon the property as designated by the description and boundary of the fifty (50) acres, more or less, of land above bounded and described for a period of between twenty-five and thirty years and that he has openly, notoriously and continuously during his said occupancy of the said property disclaimed any right, title, or interest in the same, or any part thereof and of any one whomsoever and has, at all times, defied encroachments on the same or any part thereof, in any way whatsoever.

By virtue of which as well as for and on account of the various and sundry matters and things herein stated and alleged your orator has been advised and therefore, charges and believes that the foregoing matters and things constitute clouds upon his said property as herein described, which should be removed from the title thereof.

For as much, therefore, as your orator is remediless, save in a court of equity, where matters of this kind are properly cognizable, he prays,

First:- That Kader Taylor, Martha Taylor, and James L. McLemore, Special Commissioner, and the Gay Manufacturing Company, be made parties defendant to this bill and required to answer the same, but answers on oath are hereby waived.

Second:-That the said parcel of land designated and described in the beginning of this bill be declared the property of your orator and the clouds aforesaid, by reason of the facts and circumstances afore-mentioned be removed and that the said parties defendant hereto be required to execute to your said orator, a conveyance, conveying the said property in fee simple to him or that your ^{Honor} ~~orator~~ may appoint a Commissioner under this cause to execute to him a conveyance of the said premises thereby removing the said clouds aforesaid, or that the said clouds aforesaid may be removed from the title of your orator's aforesaid property in such other manner or by such other means as may appear feasible or regular to your Honor.

Third:- For such other and further relief as may be agreeable to equity and good conscience and your orator will ever pray, etc.

Wm. McCumfer.
p.q.

Richard Taylor.
By counsel.

Richard Taylor
vs { Bill
Kader Taylor vals.

OFFICE OF
WILLIAM M. CRUMPLER,
ATTORNEY AND COUNSELLOR AT LAW,
SUFFOLK, VA.

Filed Mch 7th 1910
McNathus D.C.

Richard Taylor
vs. J. Chaney
Kader Taylor & als

1910 Feby 14: Process issued returnable 1st Mch Rules - Executed

1910 Mch 7: Bill filed and Decree nisi

1910 Mch 21: Decree nisi confirmed & cause set for hearing.

Notes

Hallam in 1897.

Richard Taylor

W. F. in Chancery

Richard Taylor etc etc.

March 7. 1913. Final Secret

1910

Feb 14 - Copy of Deed
Kader Taylor to the
Gay Mfg Co 1.50
" Copy of Deed J. L.
McLemore Spl Cont
to Kader Taylor 1.25
" " Recording LisPendens
Richard Taylor vs L
Kader Taylor & als 1.25

1/2 Int. Tax	1.50
Water	10.55
Shanty	2.50
City	1.50
	<u>\$30.55</u>

/

The further taking of depositions of Richard Taylor and others this 25th day of April, 1911, at the office of W. M. Crumpler.

Present.

W. M. Crumpler, counsel for plaintiff.

S. E. Everett, counsel for defendant.

Q. What is your name, age, residence, and occupation?

A. Richard Taylor, 55 years old, residence near Corapeake, and occupation farming.

Q. Please state whether or not you own land in Nansemond County, if so, approximately how much, where it is located, and how you came by it?

A. I was living with my brother, Kader, when my father Kader Taylor Sr's farm was sold and Kader said to me "Dick, this farm is going to be sold on a certain day, at the Courthouse door. If it don't go too high, I want to buy it and I want you to take half of it, if you will". I says, "I do not know so much about it. I will tell you what I will do. I will take as much as I can pay for". He says "Now, when the day comes, I want you and I to go together" and I says, "All right" and when the day came for the sale, we came down town together and as we got in town right out there in the street we met Mr. Barnes and I says "Mr. Barnes, our tract of land is going to be sold to-day". He says, "Yes, that is what I came down here for to see who is going to buy it". He says "Are you going down to the Courthouse" and I says "yes, are you going" and he says "Yes, I think I will". So me and Kader, and Mr. Barnes all came down to the Courthouse together. In going along Kader said to me "Dick, are you going to stick up". I said "Yes". I says "Yes, Kader, when I says I am going to do any thing I mean it". So when the land was put up and the crier cried it up a little while no one said nothing and at last Kader made a bid for \$500.00 and so he tried a little while longer and

no one said any thing so he cried it off to Kader and so a few minutes after that Kader turned around to me and said "Dick, no one made no bid but me", so I said "All right, Kader". He says "Now are you going to stick up to what you promised me?" Then he says "I will tell you what I want you to do". "You pay in enough to make with the rights in \$125.00 and you shall have to the Norfleet Field Branch and if you pay any more money, then you shall have more land". So I said "All right Kader". So, after I think about two years before the settlement was brought between Mr. Causey, and Doctor and myself and brother Sam and I had a mortgage, it was called a mortgage, something like a bill of sale for all his chattel property and he said to me "Dick, is you going to take part of the land", I will sell you my right in the land and this may help to get clear of the mortgage and if there is any more money after the mortgage is paid out, you can turn it over to me", and I said "All right, Sam, I just as soon work it out that way as any way". So, I had two rights into it then. My right and brother Sam's right. After that, we borrowed, I think \$175.00 and some cents from Dr. Parker and gave him a note. Me and Kader Taylor both signed the note that it seems some body scratched my name off. \$25.37 I paid, I have a receipt for it. This is the receipt marked exhibit "E". The first amount of money I paid on the note. After that Kader paid some more, I do not know how much he paid on the note. I knew very well there was \$50.00 more on the note, but just before that Kader sold his lumber. The line was already made between him and I and Kader sold his lumber first and he said to me "Dick, there is \$50.00 more owing on the note. You can sell your lumber if you want to or do what you please" and I sold my lumber to the Gay Mfg. Co., just like Kader did and the pay day came for my part of the lumber first, mine was cut first. Kader said to me "Dick, there is \$50.00 more owing on the note" I said "Yes, I know it". He said "you sell your lumber and pay the \$50.00 and it will be more land for you".

- Q. When did you first agree for the Norfleet Field Branch as a line between you?
- A. Two weeks before the farm was sold or more.
- Q. Is there any chopped or sliped line or line designated in any way.
- A. Just after the sale was I made a line,- sliped line. Kader said to me "Dick, let's make us a line to know where to sell to and all about it".
- Q. Why have you never gotten a deed to your property previous to now?
- A. Because Kader always promised me and Mr. Causey and Dr. too said "You will have to take a deed first and give your brother a deed to it". The proper way to do that thing is when you come down to have the deeds fixed up for both of you to come together and to have them both fixed up and one trouble will do for all. And Kader said "All right".
- Q. When did you first discover that Kader Taylor had a deed to the property as a whole?
- A. About twelve months before I found out a word about it. About five or six years ago he taken a deed.
- Q. Have you ever approached him in regard to giving you a deed?
- A. Yes sir.
- Q. What has he told you?
- Q. That was the last word that we ever spoke about two years ago in February or March. I said "Kader", we were talking in the road just this side of his house. I said "Kader, have you got a deed for this tract of land both my place and yours" and he did not seem to come out right plain at once and looked right down the road and said "Yes, Dick". I said "Kader, why did not you do like you promised to do that when you went down you always told me like Mr. Causey and Dr. both that you would take a deed and give me a deed from your deed and I said you always told me that was what you were going to do and you have been sticking up to your promise all the time. I said "Kader, what makes you do like you did do". "It seems that you have been down and taken a deed for the whole tract of land, what I paid for and you too and he looked

right down in the road. And he said "Dick, I had to take a deed to all of it to get the boundaries to it just so. "But my intention was" he said "to give you a deed" and he says " I means it yet".

He says, "That thing has been troubling me for the last five or six years more than any thing ever did in my life" and I says "Kader, did you think it was right" and he did not say whether it was right or whether it was wrong and he said "It was my intention to give you a deed", but he said "when I sold Mr. Baines my lumber he said I told Mr. Baines after he bought my lumber, I told him you can buy my brother Dick's". And so I said "Kader, don't you know I could not sell my lumber, that you have a deed for both and it looks like you try to cut me out entirely". Kader kinder looked down in the road and shed tears and said "Dick, I knew it was wrong but he says that I did take a deed for the whole of it mine and yours both, but it is my intention to give you a deed" and he says that "When I sold Mr. Baines my lumber, I told him that you had some lumber and that you could sell him yours and I told him that all the difference was I had not made you any deed for it but you could sell" that I had nothing to do with your lumber".

Q. Since that time has he offered to give you a deed or explain why he has not given you one?

A. Not since that day. He says to me "When I told Mr. Baines that you had some lumber some how Mat (Mr. Kader Taylor's wife) got hold of it". He said "After Mat got hold of it, she got hot and she said I never shall give you any deed and no lumber shall ever be sold off of it as long as you live." He says "Ever since then that I a have gotten so I am afraid to name it before my folks. They gets mad when I just name it and there is no peace so I just concluded not to say any thing more about it". Then I said "Kader, I want it settled while you and I are living." and he says " I am willing, but to have a fuss all the time, I am just afraid to name it and do not want to name it". I says "Kader, I will tell you what I will do, you make ma deed to my line to the

Norfleet Field Branch and if you want the tract run off, I will pay for running it off and if you don't want it run off, just have my part run off and I will pay for that. I will pay for writing the deeds and every penny it costs every way. It shall not cost you a penny and he said to me "Dick, I wouldn't want you to do as much as that", but I said "I will do that". So then he looked right down and he said "Dick, your interest is in this land and you can sue for it and I don't care if you do". I says "Kader let me tell you something, I do not want to bring no suit, I am a poor boy and I want to live right and we can settle this without bringing any suit at all". He said "go along and do what I tell you, and he says "They can't fault me!" I says Kader it looks like you are done with it that you are not going to have any thing more to do with it. I says "Kader, me and you are the two to have these deeds fixed up and I have made you an offer to pay all expenses to make me a deed.

Q. Now, if I understand you correctly you and your brother agreed before the property was sold that you were to have to the Norfleet Field Branch on the North side?

A. Yes sir.

Q. Then as soon as it was sold you agreed that you were to pay \$125.00 to which your rights in the property was to be applied as a part and take the property up to the Norfleet Field Branch?

A. Yes sir.

Q. Immediately after the sale I understand you all sliped or chopped a line down by the Norfleet Field Branch between you.

A. Yes, he and I sliped the line.

Q. I further understand that you paid your two rights, your brother Sam's and yours aggregating about \$105.00 which would have left you only \$20.00 to pay. It seems that you have paid from your statement first \$25.37 and the last \$50.00 on the bond. Why did you pay more than your share?

A. Because Kader paid the taxes and of course as he kept the taxes up

I paid the other \$50.00 and the other was because I received my money for the sale of my timber before he did his.

Q. Did I or not understand you to say just now something about his having agreed to give you more land?

A. If I paid the other \$50.00 on the note I should have more land.

Q. When you sold your timber in 1886 to the Gay Mfg. Co., did you sell up to the sliped line?

A. Yes sir.

Q. Did you brother also sell up to the sliped line on his side?

A. Yes sir.

Q. When your brother sold his timber the second time a few years ago did he sell up to this sliped line?

A. Yes sir.

Q. Did your brother collect from the Gay Company the funds^{for} which you sold your lumber in 1886.

A. No sir, not one cent that I sold my lumber for. He collected his and I did mine.

Q. The contract between your brother and the Gay Mfg. Co., for the sale of his timber the last time reserved five acres of land. Do you know where the five acres of land lies?

A. No more than Kader Taylor himself says. He pointed to me and he says "Dick, I sold all of my lumber except four or five acres lying over back of my house in gates County, adjoining Mrs. Vann".

Q. Is theré a foot bridge over there?

A. Yes sir.

Q. Do you know whether or not there is a reed bottom?

A. Yes sir, there used to be.

Q. Is there a foot bridge or reed bottom west of the avenue leading to your house and South-west of your field.

A. None that I have ever seen.

Q. Is there a foot bridge or reed bottom East of the avenue leading to your field and south-east of the field.

A. No sir.

Q. Is there a foot bridge or reed bottom in the locality of the Rosemary Pine in the sliped line between you and your brother?

A. Not that I ever seen.

Q. How long have you occupied and controlled the land lying North of the Norfleet Field Branch on the North of the sliped line to which you have referred.

A. About 27 or 28 years.

Q. In what condition did you find the property when you first moved there, meaning by that what kind of improvements existed there such as houses and cleared land.

A. One little bit of a house right back on the swamp. I suppose the house was a little Cypress pole house about six or seven feet square.

Q. How much land was cleared there at that time?

A. About 10 or 12 acres.

Q. What kind of houses are on this property now and at whose expense were they built?

A. I built them and had them built and paid for having them built.

Q. That means your residence house and all out-buildings?

A. Yes sir.

Q. Has Mr. and Mrs. Kader Taylor paid any of the expenses of these houses?

A. Not one cent.

Q. How many acres of land do you suppose you have cleared since you first moved there and at whose expense was it cleared?

A. I have cleared about 4 or 6 acres. What I did not clear myself I hired it done and paid for it.

Q. Has Mr. or Mrs. Kader Taylor expended any money in any way, shape, or form on the property North of the sliped line since you have been there?

A. Not a dollar that I know of.

Q. Since you first moved there has your occupancy or possession of all of the property North of the Norfleet Field Branch been continuous or interrupted or not?

A. It has.

Q. Has your possession been open, and visible, and notorious so that the public generally would know that you were occupying it or not.

A. It has been open to every body.

Q. Since you first moved on the premises has any body whomsoever occupied the property North of the Norfleet Field Branch or any part of it, except yourself.

A. No one but my lone self.

Q. Has Mr. and Mrs. Kader Taylor known that you claimed the property as your own?

A. Yes sir.

Q. In their answer to your bill in this case Mr. and Mrs. Kader Taylor allege that the property upon which you first moved consisted of only 10 acres, is that true or not?

A. There was more than 10 acres.

Q. They also contend that there was a house on the property. Was there any house, other than the little log hut to which you have referred.

A. No buildings at all only that.

Q. These parties, in their answer, further allege that during the year 1883 and for five years following you paid them one third of the crop for rent, is that true or not?

A. Not a penny's worth of crop in my life on that piece of land.

Q. They contend that subsequent to the five years you agreed to keep the property in good condition and pay them \$5.00 per year rent in cash or in work and allege that it was usually paid in small jobs of work such as mauling rails, grubbing, and the like.

A. I never paid him a cent of rent in my life and he has never said a word to me about a cent of rent in his life and when I worked for Kader Taylor a day he paid me at night.

Q. He further alleges that you have only claimed the land very recently and that the idea of claiming it has been put in your head or suggested by some one else, is that true or false.

Q. No sir no one ever put such a thing in my head.

A. They further contend that they have always treated the property now claimed by you as their own taking therefrom straw, lightwood wood-mould, fence rails for pine boards.

A. If it was the last word I had to speak Kader Taylor nor none of his boys has ever been over there and taken any wood, wood-mould, lightwood or any thing of the like since I have been claiming it.

Q. In his answer, Kader Taylor contends that soon after he purchased the land he sold the timber on all of the land including yours to the Gay Mfg. Co., and used all of the proceeds to which you did not object, is that true?

A. Kader sold to the sliped line on his side and I sold to the sliped line on my side and he received his money and I received my money

Q. for my part of it.

Q. Mr. Kader Taylor in his answer also alleges that he has always paid the taxes and that he has never demanded any part thereof from you. Please state whether you have never paid any taxes.

A. Because I kept the interest up from the time the note was first made and because I paid the last \$50.00 on the note.

Q. Mr. Kader Taylor in his answer alleges that on February 14th, 1886, he paid \$50.00 surety money to Dr. R. E. Parker. Please state whether or not this is true.

A. I never borrowed a dollar from Dr. Parker in my life and Kader Taylor never came security for me in my life to any one.

Q. Then do I infer from your remark that this receipt is a payment upon the bond given Dr. Parker in connection with this land?

A. Yes sir.

Q. Kader Taylor in his answer further contends that as late as 1886 he loaned you \$190.00 is this true?

A. If it was the last word I ever had to say and Jesus Christ was within three feet of me, I never borrowed a dollar from Kader Taylor in my life.

Q. Kader Taylor further contends that you have repeatedly said in the presence of others that you had no right to this land and expected

- Q. I notice in the suit that Judge Rawles has filed a bond for \$175.00 payable to Dr. R. E. Parker and executed by you and your brother. I have been employed in this matter to-day and it is all new to me and I am trying to clear it up in my mind at the time. Will you state now what that bond represents.
- A. He held it for the money we borrowed from him to pay the balance on the farm after all of the rights went in
- Q. Did Mr. Kader Taylor pay Mr. Causey all except this \$175.00.
- A. No sir. I had two rights into it before we borrowed it, my right and my brother Sam's right and just added in and then Kader's right went in on his part and he paid some money. I think we had two years to settle it up in.
- Q. Mr. Taylor, how much of the \$175.00 did you owe and how much did your brother owe?
- A. According to his statement he said to me that I was to pay enough with my two rights to make \$125.00 and I was to have to the Norfleet Field Branch. Yes he said to me "Dick, if you pay more money then you shall have more land.
- Q. You were to pay \$125.00 but your two rights would be credited on that amount?
- A. Yes sir.
- Q. What did you two rights amount to?
- A. It looks like to me that my two rights ought to amount to as much as any other two.
- Q. It ought to amount to \$104.00. You were to pay \$25.00 besides this.
- A. Yes sir.
- Q. Outside of your two rights you were to pay \$21.00 or \$25.00 and have the farm. Is that correct?
- A. Yes sir. Take to the Norfleet Field Branch, slipped line.
- Q. Then this farm cost you \$125.00 is that correct.
- A. That was all he agreed for me to pay and I should have to the Norfleet Field Branch.

to leave it.

A. I never said such a word in my life.

Q. I understand from your testimony, when as you have stated Kader Taylor, your brother Sam and Dr. Parker met at C. H. Causey's office to finally settle with him that your two shares were used in settling it up was that true?

A. Yes sir.

Q. Then you never received any money from the partitionment suit either for your share or for your brother Sam's share?

A. Not a penny.

Q. Did your brother Sam receive any?

A. After I paid the mortgage, I paid him the rest of the money.

Q. Have you ever executed a deed of Trust on the property which you now claim North of the Norfleet Field Branch?

A. Yes sir.

Q. To whom?

A. Jesse Barnes.

Q. When was that?

A. That has been between about 8 and 15 years ago.

Cross-examined by Mr. S. E. Everett.
here

Q. I understand, Mr. Taylor, you were here on the day of sale?

A. Yes sir.

Q. And the property was struck off to your brother, Kader Taylor, for \$500.00.

A. Yes sir.

Q. Did I understand on this day that you went to Dr. Parker and borrowed the money to pay for the land?

A. After the time came when we settled up we went to Dr. Parker.

Q. My question is, did you borrow the money on the day of sale?

A. No sir, we did not borrow it on the day of sale.

Q. Did you give Mr. Kader Taylor any money on the day of sale or Mr. Causey.

A. No sir.

Q. Mr. Taylor, I understand, that you paid on this \$175.00, \$25.37 one time.

A. Yes sir that was the first payment I made on the note.

Q. And another time you paid \$50.00.

A. The last \$50.00 on the note and all interest from the time the note was made until it was settled up.

Q. Mr. Taylor you have stated the understanding that you had with your brother on the day this sale was made. If you had that understanding with him why did you allow him to pay part of the purchase price and give his bonds for the remainder and have the land put down in his name.

A. I went by what my brother said. He was my oldest brother and I always went by what he said and he said he would have to get his deed and I would have to come down and get mine.

Q. You said you always did as your brother said. His advice was always good was it not?

A. Always proved to be. He was my brother and I always took him at what he said.

Q. Have you until this time the greatest confidence in your brother.

A. I have confidence in him and I have heard him say that before he would say or do any thing wrong that he would suffer death.

Q. Do you believe it?

A. I don't know so much about believing it.

Q. You had no reason to dis-believe it.

A. I had no reason to dis-believe it and I had no reason to believe it.

Q. Has he ever said or done any thing to cause you to have disbelief in him.

A. Not before he taken this deed.

Q. If you had an understanding with him that you would come down here and fix the papers up why was it, Mr. Taylor, that you let this matter go over for about twenty year or more before you said any thing about a deed to your brother.

- A. I tell you I waited on him like he promised me. He promised me that he would not take a deed until we both went together and when he got his deed he would give me a deed and one trouble would do for both.
- Q. Did you know Mr. Taylor that your brother Kader Taylor purchased this property in his own name or not?
- A. I guess they put it down in Kader's name.
- Q. You stated that you paid the last \$50.00 on the \$175.00 bond.
- A. Yes sir.
- Q. Where is your receipt?
- A. I did not get any receipt. I paid the last \$50.00 was on the bond and paid the interest up and Kader took the note in.
- Q. If you paid all that was due on this bond did not Dr. Parker give it to you at the time?
- A. Dr. Parker said to me "Dick, your part of the land is finished up and now go ahead and get your deed.
- Q. Why did you not call for the bond when you paid the last dollar.
- A. I came with my oldest brother and I put my confidence in him.
- Q. When you paid Dr. Parker all of the money what did he do with the bond?
- A. He gave it to Kader Taylor, who was present there with me.
- Q. Did you pay all of the interest on this note?
- A. I paid every cent of the interest from the time it was given until the last dollar was paid.
- Q. Doctor has written in his own hand writing these words "April 1st, 1885, interest paid up to this date", "April 1st, 1885, received of Kader Taylor \$50.00 in part of this note". Do you remember the date that this was paid. Not the last, but the time before the last?
- A. No sir, I do not.
- Q. Did you ever pay any interest but one time?
- A. Yes sir, I paid the interest up whenever it was due. I know I kept the interest up.

Q. Did you pay interest more than one time?

A. I kept it up all right.

Q. I ask you again did you ever pay interest more than one time?

A. It might have been one time or more than one time, but I kept it up.

Q. Mr. Taylor, when you went there the last time and paid \$50.00 have you said that you kept the interest up?

A. When it was closed up I paid the principal, the last \$50.00, and paid the interest up.

Q. Then you had paid interest before this time?

A. I kept it up the whole time.

Q. Did you pay it all in the final wind up or did you pay it at different times?

A. I paid it just as it come. And when I paid the \$50.00 there was only interest on the \$50.00.

Q. You do not think Mr. Parker Taylor ever paid any interest on this money?

A. I paid every cent of it myself. I do not say that he did not pay any, but I do not think he did.

Q. Do you ever remember of going there with your brother and seeing him pay any money until you went there to close the thing up in full.

A. Every time any thing was paid we went together.

Q. Then when you paid Dr. Parker the \$25.37, your brother was present.

A. Yes sir.

Q. When your brother paid \$50.00 on the 14th of February, 1883, you were present?

A. Certainly, yes sir.

Q. Then you paid \$25.37 and he paid \$50.00.

A. I guess so.

Q. Do you remember April 1st, 1885 that your brother paid \$50.00 more?

A. Yes sir, both were present every time that a payment was made.

- Q. Now Mr. Taylor answer this question. How much did you pay on that bond?
- A. \$25.37 and \$50.00.
- Q. Did you pay interest on the \$50.00?
- A. Yes sir.
- Q. And this is all that you ever paid the Doctor on this bond is it not?
- A. I made him two payments on the note.
- Q. And that is all you ever paid him?
- A. Yes sir.
- Q. Then, if you only paid interest on the \$50.00 and paid \$50.00 one time, and \$25.37 another time, you did not pay, as you said, interest on this note from the beginning.
- A. I paid the interest from the beginning to the ending.
- Q. You have said Mr. Taylor, as clearly as it could be put that you paid \$25.37 one time, and \$50.00 one time and interest on \$50.00 and that is all that you paid. You have said, at another time or repeatedly that you paid the interest from the beginning to the ending. Which statement now do you wish to choose and stand on?
- A. Mr. Everett, will you allow me to say one word? If I said that I paid all the interest from the beginning to the ending and paid the \$50.00 and the interest on it, how come I did not pay it all?
- Q. This is the first time that you have put it in that way and all I am after is to try to understand exactly what you say about the matter.
- Q. Mr. Taylor, was your name signed to the bond of \$175.37?
- A. Yes sir.
- Q. This morning after I came in this office was the first time that I ever saw this bond and it appears to me that the name has been erased, can you explain why this should have been done?

(Counsel for the plaintiff requests counsel for the defendant to explain this as the bond has been in possession of his clients.)

(Counsel for defendant, S. E. Everett, never saw this bond

until to-day, but I feel satisfied that the good reputation that Mr. Richard Taylor has given Mr. Kader Taylor that Mr. Kader Taylor will be able to explain why this was done. I have not seen him, but feel sure that he could give an explanation for the same.)

Q. Mr. Taylor have you ever paid any taxes on this land?

A. I never paid any taxes to the tax man.

Q. Did you ever pay it to any one else driving down the road?

A. No sir, not on the land. I thought I had paid enough other ways.

Q. What do you mean by other ways?

A. I kept the interest up on the whole thing from the time it was made until it was paid in full and paid \$50.00 besides and Kader never has paid me any of it back.

Q. Mr. Taylor have you been in a position to assist your brother more than he has to assist you.

A. If Kader always called on me to do a kindness I tried to do it.

Q. And you paid more money on this note than you actually owed?

A. Yes, I think I did.

Q. How much did you owe on this note?

A. I think that when I paid \$25.37 that I had paid more than I owed.

Q. Now Mr. Taylor, let me help you out. According to what you said you think you owed about \$21.00 or \$25.00 on the note.

A. Yes sir, between \$20.00 and \$25.00.

Q. Then you paid \$75.37 and interest is that correct.

A. yes sir.

Q. And you paid this about 1886 and you have never paid any taxes since that time, which was over 20 years ago.

A. I never paid any taxes on the land.

Q. I have a receipt here, Mr. Taylor, in which Dr. Parker states that he received on February 14th, 1886, from Kader Taylor, surety for Richard Taylor \$50.00 in part of a note held by him.

Can you explain why this receipt should be written in this way?

(Counsel for the Complainant charges the defendant's counsel that unless ~~that~~ an alteration of this receipt, the date of this

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receipt should have been February 14th, 1883, and which has been altered to February 14th, 1886.)

(Counsel for defendants replies and thanks counsel for this notice as this is the first time that he has ever seen this receipt and will now examine the same. Counsel for the defendant has examined the receipt and compared the same with the credits on the bond of \$175.37 and is unable to say that it has been changed but the six does appear to be rubbed.)

(Counsel for defendant wishes to with-draw the question above and change it.)

- Q. Mr. Taylor, it seems that there is some change as to the date of this receipt but that does not affect the question that I am after. Why was it that Dr. Parker stated this was received of Kader Taylor as surety money for Richard Taylor?
- A. I could not tell you.
- Q. I believe, Mr. Taylor, that you have said that your brother never did loan you any money.
- A. No sir, he never loaned me any money.
- Q. Didn't his wife let you have money from time to time to build over there?
- A. I have borrowed a few dollars from her. Some time when I went fishing I would borrow a few dollars. If I even owed a store account and did not have enough, I would borrow from her.
- Q. Do you owe her any thing?
- A. I went to pay her one night \$6.00 and she claimed it was \$10.00. That was all I owed her and she got fretted and I did not give it to her.
- Q. Didn't Mr. Kader Taylor give you every dollar to pay on this bond of \$175.37.
- A. Never give me a dollar in his life to pay on the bond.
- Q. He did not send this money by you to pay the Doctor?
- A. No sir.

Re-direct-examination.

- Q. Mr. Taylor, who paid the interest to C. H. Causey, during the two years in which you had to settle it up.
- A. During the two years that we had to settle it up, I am not certain.
- Q. Why did you pay more on the bond to Dr. Parker than you owed.
- A. Kader was paying taxes right straight along and he told me to pay the \$50.00 and I should have more land.
- Q. I understand that you have paid Mrs. Kader Taylor all that you ever borrowed from her except \$6.00?
- A. Yes sir, that is right.

The further taking of deposition on this 31st day of March, 1911, list of witnesses being called, the following disclosed as absent.

Absent.

Wallace Baines

Kader Taylor.

The witness, Charlie Taylor, being duly sworn deposes and says as follows.

- Q. What is your name, age, residence, and occupation?
- A. Charlie Taylor, 55 years old, residence Whaleyville, occupation farming.
- Q. Are you acquainted with Mr. Kader and Richard Taylor?
- A. Yes sir.
- Q. How long have you known them?
- A. From my boyhood up.
- Q. Do you know where each one reside?
- A. Yes sir.
- Q. Please state, if you know, who has been the reputed owner or supposed owner of the property laying North of the Norfleet Field Branch, upon which Mr. Richard Taylor now resides?
- A. Mr. Richard Taylor.
- Q. Do you mean that the community at large regarded the property as Richard Taylor's?
- A. Yes sir.
- Q. Have you ever heard either one of these gentlemen refer to the ownership of this property?
- A. No sir, never have.
- Q. Do you know whether or not Mr. Richard Taylor has exercised the usual acts of ownership over the property upon which he lives.
- A. No sir, I do not.
- Q. How far do you live from the property in dispute?
- A. About seven or eight miles.

Q. Have you always lived where you now live?

A. No sir, only two years.

Q. How near, during the last twenty-five or thirty years have you lived to this property?

A. From five to ten miles. I have been renting different places.

Q. How long has Mr. Richard Taylor lived upon the property upon which he now resides?

A. I could not say, though I know he has been there a good long while, at least eighteen or twenty years.

Q. Has his possession, during this time, been continuous and uninterrupted?

A. Yes sir.

Q. Has his possession been of such a nature that the general public could readily see that he was occupying that land?

A. Yes sir.

Q. Has any one else other than himself, to your knowledge, occupied any part of the land laying North of the Norfleet Field Branch?

A. No sir.

Q. Do you know who built the house, in which Mr. Richard Taylor resides or any part of it.

A. No sir, I do not.

Q. Do you know who did the brick work to his house or any part of it?

A. I built one chimney to it.

Q. Who employed you to build this chimney?

A. Richard Taylor himself.

Q. Who paid you for your work?

A. He did.

Q. Did you know Mr. Kader Taylor or any part of his family in this transaction?

A. No sir.

Q. Do you know what kind of buildings were on this property when Mr. Richard Taylor first moved there

A. No sir.

Q. Have you ever heard until this suit was brought that Mr. Kader Taylor owned or claimed the property upon which Mr. Richard Taylor lives?

A. No sir.

Q. Have you ever heard of Mr. Richard Taylor renting the property on which he lived from Mr. Kader Taylor?

A. No sir.

Q. Have you ever known or heard of Mr. Kader Taylor or any one by his direction taking straw, light-wood, wood-mould, fence rails or timber of any kind from the property North of the Norfleet Field Branch, upon which Mr. Richard Taylor now resides?

A. No sir.

Cross-examined.

Q. Do you know when this suit was brought?

A. No sir.

Q. You say Mr. Richard Taylor is the reputed owner of the land on which he lives. Do you know how he got title to it?

A. No sir.

Q. Do you know whether he has any title to it?

A. No sir, I do not.

Q. Do you know when the whole tract of land including the piece on which Kader Taylor resides and the piece on which Richard Taylor resides was sold at public auction in Suffolk?

A. No sir, I do not.

Q. Then, you do not know who purchased it at such a sale?

A. No sir.

Q. All you do know is that Mr. Richard Taylor has been living at that place for some eighteen or twenty years? Do you know anything of any private arrangements between Richard Taylor and Kader Taylor in reference to the occupancy of that place.

A. No sir.

Re-direct examination.

Q. You have referred to eighteen or twenty years. Did you mean to state that he had not lived there longer than this ?

A. He had lived there that long to my knowledge. I do not know how much longer.

Further this deponent saith not.

The witness, J. N. Milteer, being duly sworn deposes and says as follows:

Q. State your name, age, residence, and occupation?

A. J. N. Milteer, age 78, residence Whaleyville, occupation retired.

Q. Are you acquainted with Mr. Kader and Mr. Richard Taylor?

A. Yes sir.

Q. Do you know the property upon which each of them reside?

A. I only know it this way. I have been to each of their houses and I supposed each of them claimed the property upon which they live.

Q. How long have you known them?

A. Well, sir, I moved in Gates County in '71 and Mr. Taylor, those two men, so far as I know, have been living on the same places where they are now living.

Q. How far were you then living from them?

A. About three miles from the two locations.

Q. Who was reputed or supposed to be the owner of the property North of the Norfleet Field Branch?

A. Not that I know, but that I have always understood it was Mr. Richard Taylor's property. I have had some transactions with him and have been to his house and have purchased some timber from him from time to time, but, at the time he sold me the timber, I supposed it belonged to him.

Q. Do you mean that people generally, in the community around which he lived, regarded the property as his?

A. Yes sir, every one said that his property was his and Kader Taylor's property was his.

Q. You said something about buying some timber from Mr. Richard Taylor please tell about this.

A. I needed some posts to put up ^{a garden} and right at the time I needed the posts I could not get them elsewhere. I went to Mr. Richard Taylor's house to see if I could purchase it of him, he then took me down the swamp in the rear of his house and I purchased some timber from him and he brought it to my house in Whaleyville, where

I had then moved. This was about eight years ago, and he was still living at the place that he was when I lived over in Gates County. I lived over there about twenty-two years and he was there the whole time.

Q. Then, I understand that you purchased the lumber from Mr. Richard Taylor?

A. Yes sir.

Q. Did Mr. Kader Taylor or any of his people have any thing to do with it?

A. No sir. Not one of his family ever spoke to me about it.

Q. Who did you pay for the lumber?

A. I paid Mr. Taylor, for the lumber that he brought me, Mr. Richard Taylor.

Q. Do you know whether Mr. Richard Taylor's possession of the property on which he lives since you first moved to Gates County has been open and visible and notorious, so that every one knew it?

A. Yes sir, so far as I knew it. Every body that I would speak to of it, said each one was on their own farm or premises.

Q. Has Mr. Richard Taylor's possession during this entire time, been exclusive, that is, no one else occupying it with him.

A. Yes sir.

Q. Has he exercised the usual acts of ownership over it as other people generally do over their own property.

A. Yes sir, from the way he has acted, it looks so.

Q. Do you know any thing about when his house was built?

A. I do not, sir.

Q. Have you ever heard of Mr. Richard Taylor renting the property on which he now resides?

A. Never.

Q. Have you ever heard or known of Mr. Kader Taylor or any of his people or any body by his direction going upon the property now occupied by Mr. Richard Taylor and taking therefrom straw, wood, wood-mould or any thing of the like.

A. No sir, not that I ever heard of.

Cross-examined.

Q. Do you know when both of these tracts of land were sold in Suffolk at public auction?

A. I do not sir.

Q. Do you know whether they were ever sold at public auction?

A. No sir.

Q. Do you know whether they both, at one time, constituted one single tract.

A. I do not sir.

Q. Do you know whether Mr. Richard Taylor has any title or any deed to the land on which he has resided for some time?

A. I do not sir. I know nothing concerning that.

Q. Then, if I understand you, you do not know any thing in the world about his title to this land?

A. None at all, about his title.

Q. You do not know by whose right or permission he has been allowed to remain there all these years?

A. No sir.

Q. The place on which he lives lies a little back from the main county road does it not?

A. Yes sir.

Q. And there is a path or lane that leads from the county road over North towards his house?

A. Yes sir, there used to be one when I lived in Gates County, but I have not been there for some time?

Q. Do you know any thing about where the Norfleet Fields Branch is?

A. No sir. I may know the branch, there is a branch between where he lives and his brother, but I do not know the name of it.

Q. Do you know any thing of any division line between the tract of land upon which Richard Taylor lives and the tract which Kader

Taylor lives on?

A. No sir, nothing at all.

Q. If Kader Taylor had bought this entire tract at public auction and had permitted his brother, Richard, to occupy a part of it, you would not know any thing about any secret arrangements between the two would you?

A. No sir, not at all. If there was any I never heard of it.

Q. If I understood you, you never lived nearer than about three miles from this line?

A. About three miles.

Q. Then if, during any day, or any month, or any year, Kader Taylor had crossed over on the tract occupied by Richard and had taken therefrom straw or rails or timber, you would hardly have known of it, would you?

A. No, I would not have known of it or have heard of it.

Q. All you do know is that you bought some posts from Richard Taylor and paid him for them.

A. I did.

Q. You do not know whether or not he ever accounted to Kader Taylor for the money he received for them do you?

A. No sir, I know nothing about the money after I gave it to Mr. Richard Taylor for the posts.

Re-direct Examination.

Q. You do know, however, do you not that Mr. Richard Taylor did not consult with Mr. Kader Taylor before he sold you the timber?

A. Not to my knowing. I do not think he had any time. I know that he did not as to the timber that I bought, because he carried me directly to the swamp and showed me the timber.

Further this deponent saith not.

Joseph Winslow, being duly sworn deposes and says as follows:

Q. What is your name, age, residence and occupation?

A. Joseph Winslow, age 46, residence near Corapeake, and occupation farming.

Q. Are you acquainted with both Mr. Richard and Kader Taylor?

A. Yes sir.

Q. Are you familiar with the property upon which each of them now reside?

A. I do not know much about the property?

Q. But you do know where they live?

A. I know where they live all right.

Q. How far do you live from them?

A. I could hardly tell you, three or four miles, I reckon. Four I reckon.

Q. Who, in the community around where you and the Taylors live, are supposed to own the property upon which Richard Taylor lives?

A. I always understood Mr. Richard Taylor owned it.

Q. Do you know who built the house or any part of the house in which Mr. Richard Taylor lives?

A. No sir, I do not know who built the house. I built the piazza in front of it.

Q. Have you ever done any other work to the house other than build the piazza?

A. I built a chimney to his kitchen.

Q. Who employed you?

A. Mr. Richard Taylor.

Q. Who paid you?

A. Mr. Richard Taylor.

Q. Did Mr. Kader Taylor, or any of his people, or any body for him, have any thing to do with employing you or overseeing the work or paying you?

A. No sir.

Cross-Examined.

Q. Do you know who has title to the land on which Richard Taylor lives?

A. No sir.

Q. You do not know who holds the deed for it?

A. No sir.

Q. Do you know who bought it and paid for it?

A. No sir.

Q. Do you know whether Richard Taylor ever paid one dollar for it or not?

A. No sir.

Q. The house in which Richard Taylor lives is a very small one and a single story house is it not?

A. Yes sir.

Q. The porch you built in front of it, is it not small?

A. Yes sir.

Q. How much did it cost?

A. The carpenter's work was \$2.00 or \$2.50. I have forgotten now.

Q. And Richard Taylor paid you for the work?

A. Yes sir.

Q. How much did he pay you for building the chimney to the kitchen?

A. Between \$5.00 and \$6.00 I think.

Q. Is it not a fact that tenants very often make small improvements upon property which they occupy for their own convenience and comfort?

A. Sometimes. Not often the case.

Further this deponent saith not.

The witness, R. J. Taylor, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. R. J. Taylor, age 38, residence in Gates County and occupation farming.

Q. Are you acquainted with both Mr. Richard and Mr. Kader Taylor?

A. Well, I ought to be. Yes sir.

Q. How long have you known them?

A. Ever since I knew any one.

Q. What relation are you to them?

A. Second cousin, I suppose.

Q. How long has Mr. Richard Taylor lived on the property North of the Norfleet Field Branch?

A. Well, I was raised over the other side of the same swamp and he lived there before I was large enough to know very much.

Q. Since your first recollection, do you know whether or not he has moved away from there, at any time?

A. I know for certain that he has not.

Q. Has his possession been open, and visible, and notorious so that every body could know or understand that he was occupying and claiming the property?

A. All that I know of, I never heard any kick not up until lately.

Q. Has any one else occupied, during your recollection, any portion of the property North of the Norfleet Field Branch, except Mr. Richard Taylor?

A. No sir.

Q. Do you know whether or not he has used the timber, cleared land, and erected buildings?

A. Yes sir, he cleared some land.

Q. Has he used the timber or repaired the buildings?

A. He repaired when it run down, like poor people do.

Q. Do you know whether or not he has ever sold any timber off of this property.

A. Yes sir.

Q. Please state what you know.

A. He sold us on the stump Cypress timber, poles, round timber to build post and beam house. He has sold us Cypress timber for shingles.

Q. Did you buy this timber from Mr. Richard Taylor or Mr. Kader Taylor?

A. I said we bought it, now, I will tell you how we handled it. We manufactured the shingles for sale, sold them and gave him one dollar out of three.

Q. Did Mr. Kader Taylor have any thing to do with the shingles, which you bought from Mr. Richard Taylor?

A. Not over this certain mark. Not over the slipped line that each one claimed. We cut in both swamps for both men, and we gave each one, one dollar out of three.

Q. Did you settle with each man separately?

A. Yes sir, when we cut off of Richard Taylor's land we settled with him. And the other old fellow, when we cut off of his we gave him the \$1.00. Some times each of them would sell and give us two dollars out of three and then again we would sell ourselves and give them one out of three. But each one's timber and shingles were kept separately.

Q. Did Mr. Kader Taylor know when you bought the poles to which you refer and shingles or not?

A. We did not go to him at all but it was free for his family to see us hauling.

Q. How long were you working there on Mr. Richard Taylor's land, in manufacturing shingles and please state whether or not you hauled both the shingles and the poles in the direction of Mr. Kader Taylor's house?

A. It wouldn't take us over a day to cut the poles. We worked on the shingles off and on all the fall. We sold them on the swamp. Every body hauled them either in front of his house or in sight of his house.

Q. Have you not heard Mr. Richard Taylor make any statement as to whether or now he owned the property North of the Norfleet Field

Branch.

A. Yes sir.

Q. Please state what you have heard him say.

A. I have heard him say time and again that his older brother, Kader Taylor, told him, "If you will take a piece of this land, I will buy it." They had a slipped way there they made afterwards to divide what each one was to have, after this land was bid off. I have heard him say that he bought his brother, Sammie's right out in his father's estate. I have heard Sam say so myself.

Q. Sam is now dead is he not?

A. Yes sir.

Q. Have you ever heard Mr. Kader Taylor say any thing in regard to this matter, if so, please state what you know?

A. No, only, that he showed us how far to cut when we were cutting on his side.

Q. What kind of a line did he show you?

A. There was no timber there that was much account. He told us not to go any further than right over there behind that water oak which was located about the Norfleet Field Branch.

Q. Did you see any line there between them or did you look for it?

A. I did not really look for it.

Q. Do you know whether or not there is any line any where in the location of that oak?

A. There is a slipped way that goes through there.

Q. In what direction does this slipped line run?

A. From the Kelley line to the swamp or from the swamp to the Kelley line. That is just over the Norfleet Field Branch, from Richard's house and across the path.

Q. Have you ever heard Mr. ~~Richard~~ ^{Kader} Taylor say any thing in regard to whether or not Richard Taylor owned or had paid for his property.

A. I cannot say that I have.

Q. Mr. Taylor, do you know where is located the five acres of land which was excepted in the last deed to the Gay Mfg. Co. from Mr. Taylor.

- A. I know what he told me. He asked me had I split my rails. I told him "no sir, I was hauling dirt. Have you split yours" He says "No, not yet I haven't". He says, "I sold my timber down so small, I haven't hardly got any thing to maul rails out of". It wasn't any of my business, but ^{same} "you sold them pretty near all didn't you?" He showed me the branch excepted to, a small reedy bog on the fence back of the old place, between the old brick residence and where Mr. Kader Taylor lives now is the place he told me. It lays next to Mrs. Van n in North Carolina.
- Q. Is this place that he showed you on the South or North side of the Norfleet Field Branch?
- A. Yes sir in North Carolina.
- Q. Then, if I understand you it is not a part of the property which Mr. Richard Taylor claims?
- A. No sir, it is entirely on the other side.
- Q. Did he say any thing else to you that day?
- A. Nothing worth mentioning only he said they cut every thing both rotten and sound.
- Q. Do you know any thing else bearing upon what either of these men have said regarding ownership of the piece of property in dispute or otherwise which you have not stated?
- A. Do not recollect any thing else
- Q. You say that Mr. Kader Taylor stated that he sold his timber down so small that he hardly had rail timber. How about the property laying North of the Norfleet Field Branch on Mr. Richard Taylor's property?
- A. That was not cut over when Mr. Kader Taylor's was last cut.

Cross-examined.

- Q. Do you know who formerly owned the two tracts of land on which Richard Taylor and Kader Taylor now reside?
- A. No sir, I do not.
- Q. Do you remember when both of these tracts were sold at public auction at the Courthouse of this County?

A. I was too young to remember.

Q. Then, you do not know who purchased it at such a sale?

A. No sir, no more than I have heard.

Q. Have you not heard that Kader Taylor purchased the whole of it at said sale.

A. Well, then, it was this way . He said that he would buy it if Richard would take a part of it.

Q. Do you know whether Richard Taylor ever agreed to take a part of it and if so, how much and whether he has paid for it or not?

A. He was to take just a little over that branch as it is sliped.

A. I only know by hearsay as to his paying for it.

Q. I understood you to say that Kader Taylor and Richard Taylor did not show you the exact line between these two tracts?

A. Not on the waters edge.

Q. Have you ever been down that line that you call a sliped line?

A. I cut ties 18 years ^{ago} along the high woods and saw a portion of the sliped line.

Q. Do you know who made those slipes?

A. Richard always told me that that sliped line was made so they could divide by until plotted.

Q. You have alluded to the piece that was reserved by Kader Taylor when he last sold timber to the Gay Company as being a very small piece lying on the back of his house. Did this piece, in your opinion, contain as much as five acres?

A. Well, some could estimate it more than others. I imagine it about four or five acres.

Re-direct-examination.

Q. You have referred to cutting oak ties close to the sliped line between these two tracts of land on whose land and for whom were you cutting these ties?

A. My oldest brother made a bargain with Richard what he would cut them for apiece.

Q. And you helped your brother cut them?

A. Yes sir.

Q. Who paid for the cutting of them?

A. Richard paid us for the cutting.

Q. Do you know what became of the ties?

A. I hope haul them away.

Q. Where did you haul them to?

A. There was a little track run by our house they called it Brinkley's switch.

Q. Did Mr. Kader Taylor know that you were cutting these ties?

A. He could have known it, if he might have known it, but we did not think it necessary to tell him. We hauled them right by his door. If I could remember exactly, this may have been more than eighteen years ago, but I am satisfied that it was not less.

Q. Do you remember how many ties you cut there.

A. It was close to 100.

Q. Do you know where they were shipped to?

A. We put them there side of that little track and he paid us half hauling and \$.07 hewing.

Q. How long were you cutting these ties?

A. The best part of a week.

Further this deponent saith not.

The witness, J. E. Barnes, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation.

A. J. E. Barnes, age 25 years old, residence Gates County, occupation farming.

Q. Do you know Mr. Richard and Mr. Kader Taylor?

A. Yes sir.

Q. Do you know where each of them live?

A. Yes sir.

Q. Have you ever heard either one of them say any thing in regard to either of the ownership of the property on which Mr. Richard Taylor lives, the lines between that property and the property of Kader Taylor or any thing in regard to the five acres of land which was reserved by Kader Taylor when he last sold his timber to the Gay Company?

A. I heard Mr. Kader Taylor say that he had sold all his timber excepting about four or five acres over the branch and say that was all he excepted for rail timber.

Q. Did he show you where this four or five acres was?

A. Yes sir, he pointed and told me the direction.

Q. What direction was it from his home house.

A. On the South-east side of Mr. Kader Taylor's field.

Q. How far is it South of the Norfleet Field Branch?

A. I suppose 1/4 of a mile, 700 or 800 yards.

Q. Do you know whether or not there is a reed bottom over there.

A. Yes sir.

Q. Do you know whether or not there is a foot bridge over there?

A. Yes sir, there has been one there ever since I knew any thing.

Cross-Examined.

Q. Do you know when both of these two tracts on which Richard Taylor and Kader Taylor now reside constituted one ~~single~~ single tract?

A. No sir, I was too young to know any thing about it.

- Q. Do you know when the whole of it was sold at public auction in Suffolk?
- A. No, I know nothing about that.
- Q. Then, you do not know who purchased it at such a sale?
- A. Kader Taylor purchased it, so far as I know.
- Q. Do you know who received a deed for the whole tract?
- A. No sir, I know nothing about any deed.
- Q. Do you know whether Mr. Richard Taylor has ever paid a dollar for any part of it or not?
- A. I have heard that he paid his share and that which he bought from his brother gam.
- Q. You never heard Kader Taylor say so, did you?
- A. Yes sir, I have heard Kader Taylor say this.
- Q. Do you know how much he paid for it?
- A. No sir, he said Dick bought Sam's right.
- Q. Where is the Norfleet Field Branch situated?
- A. On the North-west side of the Norfleet Field and the Norfleet Field is on the left hand side of the road coming from Corapeake Swamp.
- Q. Have you ever seen a line between the land occupied now by Richard Taylor and Kader Taylor?
- A. Nothing but a sliped line.
- Q. Do you know who sliped it?
- A. No more than I have heard.
- Q. How many acres of land do you suppose are in the piece that Kader Taylor excepted when he sold his timber to the Gay Company?
- A. The piece that Mr. Kader Taylor excepted is on the South-east side of where he lives and I suppose it contains about four or five acres.

Re-direct-examination.

- Q. Who told you any thing about who sliped the line between them?
- A. I have heard Richard Taylor speak of sliping the line.
- Q. Did you hear Kader Taylor say any thing about it?
- A. I have heard him say about he and Richard sliping the line and

about him, Kader Taylor, selling his timber up to the line and said that over the line was Richard's.

Further this deponent saith not.

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Q. What is your name, age, residence, and occupation?

A. Name B. G. Rountree, residence Chowan County, North Carolina, occupation lumberman, age forty-eight years a year ago.

Q. Please state do you know Messrs. Richard and Kader Taylor?

A. Yes Sir:

Q. Please state what you know regarding the ownership of the property lying north of the chopped line on which the Gay Company recently cut the timber?

A. I know the line, Mr. Kader Taylor showed me the line, and said that over on the north was Dick's meaning Mr. Richard Taylor. He said at the skidway one morning that he would give Dick a deed for the land if it wasn't for the old women folks at his house, and said that Dick had paid for his part of the land. P. P. Knight heard him say the same thing I did at the skidway.

Q. Please state what called you to the land of Mr. Kader Taylor that is what position did you occupy?

A. I was Superintendent and working for the Gay Company cutting lumber.

Q. Where is this chopped line located?

A. It crosses Richard Taylor's lane, near a small branch. I won't say whether it is right in the branch or right near it.

Q. In the deed which Mr. Kader Taylor made to the Gay Company, five acres of the land were excepted. Will you please state if you know where this land was located?

A. I think that was over behind Kader Taylor's home field, to the best of my recollection.

Cross-examined.

Q. When was it that you noticed the land that you have spoken of?

A. That was just as soon as I went down there to work last April two years ago, he showed me the land as soon as I went down there.

Q. Do you remember that line begins at a Rosemary Pine at the head of the branch, and running on toward Corapeake Swamp?

A. Yes sir, a rosemary pine beginning at the Gay Co's. line, and running toward Corapeake Swamp.

Q. You say this is the line that Kader Taylor designated as the boundary line between his land, and the land of Richard Taylor?

A. Yes Sir:

Q. Do you know whether Kader Taylor gave a deed to the Gay Co. for the timber on the land at that time?

A. I never saw any deed, I heard Mr. Baines say that they had a deed.

Q. Suppose the Gay Co's. Deed should say that the line you have mentioned was the line of the land or five acres of land which Kader Taylor had ^{reserved} ~~designated~~ and which he did not sell to the Gay Co. and which they were not to cut, what would you say about this?

A. My recollection is that the piece excepted was over on the home place back of Kader Taylor's house, he showed me the line, and said that was Dick's over there.

Q. Did he show you the line between the timber he sold you and the five acres which he reserved and did not sell?

A. No sir, he did not show me that line, because we didn't cut over there, the swamp ~~cut~~ and the county road cut that piece off, we cut a little on the back of the field in the opposite direction.

Q. Did you do the buying of that timber from Kader Taylor?

A. No sir.

Q. Who purchased it for the Gay Company?

A. Mr. Baines.

Q. Then you simply went there to cut what Mr. Baines had bought for the Gay Company?

A. Yes sir.

Q. Did you cut all that he bought for the Gay Company?

A. Yes sir:

Q. Did you cut down everything to the line which you have mentioned, beginning at a rosemary pine, and running toward Corapeake Swamp?

A. We cut up to that line.

Q. How did you know when you reached the five acres which had been reserved?

A. Mr. Kader Taylor said he had not sold that on that side over back of the house, he, meaning Mr. Kader Taylor's house.

Q. You do not know anything whatever about the title to any of this property do you?

A. No sir, I know nothing about it.

Q. Do you know who held the deed for the land?

A. No sir.

Q. How come Mr. Kader Taylor to tell you that he would make Richard Taylor a deed but for the old women, in other words why was he discussing his personal matters with you?

A. Pete Knight said something to him about it, and he told him this, I did not say a word to him about it.

Q. It did not make any difference to you whether he gave Richard a deed for it or not, did it?

A. It did not, he did not say a word to me about it.

Q. Did he tell you how much Richard had paid for his part?

A. No sir:

Q. Did he tell you when he paid him for it, and how much he paid him for it?

A. No. sir:

Q. All you do know is that you heard him make the remark to which you have referred?

A. Yes sir:

Q. When were you first called on to testify in this case?

A. Some time this summer Mr. Dick Taylor got Mr. P. P. Knight to write me.

Q. What did Knight write you?

A. Wrote me did I recollect what he said to him at the skidway.

4th.

Q. Did Knight seem to be taking great interest in this matter?

A. I could not tell you, he just said in his letter that Mr. Dick Taylor got him to write me did I recollect what was said at the skidway.

Q. Did I understand you to say that you cut all the timber that the Gay Company had claimed to have bought of Kader Taylor?

A. Yes sir:

Q. You were an agent of the Gay Company at that time?

A. Yes, Superintendent of the work.

Q. What sort of a line did you find from the rosemary pine to the Corapeake Swamp?

A. It was a chopped line.

Q. Designated in any other manner?

A. Not that I recollect of.

Q. Were the chops so well defined that you could easily identify them?

A. Yes sir, fairly thick, thick enough that Mr. Taylor went right along and showed it.

Q. You saw the chops yourself?

A. Yes sir.

Q. Saw nothing else to indicate the line?

A. I do not recollect.

Q. Was your attention called to anything else to designate that line, except the chopped trees?

A. I do not recollect if there was.

Re-Direct.

Q. Have you ever, previous to about 45 or 50 minutes ago, when you came in from North Carolina on the train, interviewed any one in person regarding your testimony as a witness in this case?

A. No sir:

The witness, George L. Barton, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. George L. Barton, age 48 years old, residence Suffolk, Va., and occupation lumber and timber dealer.

Q. Are you acquainted with Mr. Richard and Mr. Kader Taylor?

A. Yes sir.

Q. Do you know whether or not, either of them, either jointly or severally, have, ever had any transactions with the Gay Manufacturing Company?

A. Both.

Q. Do you mean that they have dealt jointly and separately?

A. The log reports, as they came to me, I being book-keeper and Treasurer at the time, came to me separate.

Q. I hand you the ledger of the Gay Mfg. Co., which seems to have covered the years around 1885 and 1886. Please tell us what accounts you find on that book either with Richard or Kader Taylor?

A. I find an account with each of the two gentlemen you mention.

Q. Do you know what these accounts represent?

A. The accounts on each represent logs delivered and payments therefor.

Q. Does the book show that each party was settled with separately?

A. They do.

Q. Having roughly calculated each of these people's accounts, as I have found them on the ledger, I

compute the settlements with Mr. Kader Taylor to be about \$339.25 and the settlements with Richard Taylor to be about \$180.76. Please examine the books and tell me if this is correct?

A. These figures are correct.

Q. Then, if I understand you, these figures represent the amount of logs sold the Gay Mfg. Co., by each of these parties severally and was ^{so} settled for. Is that correct?

A. Yes sir.

Q. What dates do these accounts bear?

A. The Kader Taylor account runs from February to November, 1886 inclusive. The Richard Taylor account from March to June inclusive of the same year.

Further this deponent saith not.

The further taking of the evidence in this case being resumed on this 19th day of April, 1912.

Present:- Wm. M. Crumpler, counsel for the plaintiff.

S. E. Everett, counsel for the defendant.

The witness, A. B. Minor, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. A. B. Minor, age 55 years, residence Suffolk, Va., and occupation manufacturer.

Q. Are you acquainted with Mr. Richard Taylor and Mr. Kader Taylor, who live in Gates County, North Carolina?

A. I used to know them in a business way. When I was doing business with them.

Q. Please state what transactions you have had with them, if any, and whether or not your transactions were with them jointly or severally?

A. I had transactions with them, at that time. As I say, it was over twenty years ago. I know it was over twenty years ago because it was before I went in business here and I have been in business here nearly twenty years now and I bought ties from each of them on the stump and paid them separately. I suppose they came off of each one's land. I did not look up any titles or any thing of the kind. I bought the stuff by the piece. I had them cut, but any how I know the transactions were separate.

Q. I suppose your settlements were also separate?

A. Yes sir. I do not remember any combination. Further this deponent saith not.

Mrs. Bettie Dunford, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Bettie Dunford, age 52 years, residence Portsmouth, Va., and occupation house-keeper.

Q. Do you know Mr. Kader and Mr. Richard Taylor?

A. I think I ought to when they are my brothers. I was raised there and raised up with them.

Q. Do you know whether either Mr. Richard Taylor and Mr. Kader Taylor own any land?

A. I know both of them own land, because my father's land was sold to both. Both was going to buy it between them and Kader slips down and buys the whole tract himself and then sells Richard Taylor the Norfleet Field tract of land as far as the Norfleet Field Branch. After it was sold, I went along there, I was going to Richard's house and he had an ax slipping the trees and chopping the bushes and Kader had an ax also and Kader squatted down, cleaning his ax and I said to him "What are you all doing here" I saw some trees slipped and bushes chopped and he says "I am showing Dick how far to go." He said "This is his land, I have got nothing to do with it and he is not to come on my side" and I said "You ought to get a chain and survey it off" and he said "I am after a while." And that has been about 24 years ago, I think. Then Richard went over there and went to work. He had to move from where he was at. He was living at the old place where he was raised at, Kader's home place now. Then Kader sold that piece to Richard. Sam Taylor, my brother, he is dead had a share and owed Richard some money and he told me one day "I turned my share over in that way" and Richard Taylor then built this little house in which he now lives. He bought some old cull lumber and my husband helped him to build it, changed work from one to the other and some times my husband would work a whole

week nearly, then Richard would come and work in the peanuts etc., with my husband to pay for it. Then Richard Taylor sold timber off of it, he sold ties and every thing, peanuts, cotton, and every thing. He has had the privilege of it 34 years to do as he pleased with it. My husband asked Kader in my presence in my house one day how is you and Richard made it about the deed and the land. He said "That is all right, and I haven't given him no deed yet". It is Richard's land and I can give him a deed for it any time. And it just went on and on and when we come to find out, his wife, (Kader's wife) wouldn't let him give any deed. He knows it is his land and the reason why he is not met here either. He is afraid of her, I reckon why he has not been. I have heard him many a time say "Come on Dick and let's make a payment now over to the land, when Kader had paid for the land before.

- Q. When Kader would say to Dick "Come on, Dick, and let's make a payment on the land" who did he mean to make a payment to?
- A. Make a payment to the ones who held the deed. I reckon I can't tell any thing about that. He would come and get the money
- Q. Do you know how Mr. Richard Taylor paid for his land and to whom he paid his money?
- A. He always paid to Kader. You see he went down to Suffolk and turned over his brother's share and his was the first starting. I have always known him to make every payment but he always gave Richard would
- the money to Kader, sell his timber, ties and every thing like that, to make payments.
- Q. You say that Richard Taylor first came down to Suffolk and turned over his share and his brother Sam's?
- A. Yes sir.
- Q. And then he generally paid to Kader?
- A. He paid it to Kader. Some times they both would go together and

then again Richard wouldn't go and he never did get any receipts for it, putting trust in Kader. He would have given him a deed for it if it had not been for his wife.

Q. To make clear one of your answers above, which seems a little confused in taking your entire testimony together. Did you mean to say that Mr. Kader Taylor first paid for all the land himself and then Mr. Richard Taylor bought it outright from him and that he was to make payments to him or did you mean to say that the payments were made by both of them to the parties who advanced the money on the property?

A. I do not think he paid for it all when he bought it, because he would always come to Dick and say "Dick, let's make a payment on it". Richard paid taxes on it for several years until Kader finally commenced to pay taxes on it.

Q. Do you know whether or not Mr. Richard Taylor knew, up until five or six years ago that the papers for the property were entirely in Mr. Kader Taylor's name?

A. I do not know sir, I cannot tell you any thing about that. I know that they went down to Suffolk and searched over the deed and it was in Richard's name and Kader got hot and reared on Richard and all of the boys and Richard Taylor said he didn't know any thing about it and when he went down there it was in Richard Taylor's name. When he went down there, I suppose, he had it reversed over into Kader's name. It is Richard's land, I don't care who tries to take it from him.

Q. Did you ever hear Mr. Kader Taylor say that Mr. Richard Taylor had not paid for his portion of the land?

A. Never in my life.

Q. Did you ever hear him make any statement?

A. Never did in my life about it.

Q. Except that you did hear him say, at your house, as I understand you, that the property was Richard's and that he was going to give him a deed?

A.

- A. Yes sir, he said it was Richard's and "I have laid off to give him a deed for it but have never done it".
- Q. Has any one other than Mr. Richard Taylor, during the last 20 or 25 years, occupied any portion of your father's old Homestead North of the Norfleet Field Branch?
- A. Not a soul, not even to go over there and get a load of straw.
- Q. Has Mr. Richard Taylor during the last 25 years or not occupied this property exclusively?
- A. He had privilege of every thing, sold his cotton, peanuts and every thing.
- Q. Has he ever moved away at any time?
- A. No.
- Q. Who has been supposed in the community to own the property up to the Norfleet Field Branch on which Mr. Richard Taylor now lives?
- A. Kader Taylor pretended to own the part he was on and Richard Taylor owned the part that he is on.
- Q. Has Mr. Richard Taylor's possession of the property which he now occupies and up to the Norfleet Field Branch during the last 25 years been of such a nature that it was open and visible to the public that he claimed it?
- A. Yes sir.
- Q. Have you ever heard Mr. Richard Taylor say whether or not he owned the property up to the chopped line to which you refer?
- A. Yes sir, I have heard him say many a time "I want Kader to give me a deed and he wont do it" and I have told him myself "Some of these days he will lie down and die and you will never get a deed to it".
- Q.- Have you ever heard him say that he had paid for that property or not?
- A. I have heard him say he had paid for it and over paid for it if any thing.
- Q. Do you know whether or not when Mr. Richard Taylor first took

possession of the property up to the chopped line, there was any house?

A. Not a speck. There was a little log house which a colored woman lived in but they burned that up long before the sale.

Q. Mr. Kader Taylor in this case contends that during the year 1883 and for five years thereafter, Richard Taylor was renting the property and paid to Kader Taylor one-third of the crop for rent.

A. Never paid a cent rent in his life and Kader never had any thing off of the place, unless he wanted a load of straw and Richard gave it to him.

Q. Mr. Kader Taylor also contends that since 1888 Richard Taylor has agreed to keep the property in good condition and has been paying him \$5.00 rent

A. Not a thing in this world. Never paid a cent rent in his life.

Q. Mr. Kader Taylor also claims that Mr. Richard Taylor has not claimed this land until a very short time ago, is this true or not?

A. He claimed it ever since it was sold. Ever since he knew anything about it, as I know of. Sold any thing he wanted to and had the money for it.

Q. Mr. Kader Taylor also contends that since the sale of your father's property he has always treated the property now occupied by Mr. Richard Taylor as his own and has taken therefrom straw, light wood, wood mould and wood for pine boards.

A. Never took any that I know of. He had enough without going over there for it.

Q. Mr. Kader Taylor further claims that soon after the sale of your father's Homestead that he, Kader Taylor, sold the timber on all of the property including that now claimed by Richard Taylor, to the Gay Mfg. Co., without any objection from Mr.

Richard Taylor.

- A. He didn't do it. Richard Taylor sold his own timber and used his own money.
- Q. Mr. Kader Taylor further says that he has always paid the taxes and that Mr. Richard Taylor has never paid any part of them. What have you to say as to this?
- A. Richard Taylor always paid his portion until Kader Taylor cut it out and commenced to pay it all himself.
- Q. Mr. Kader Taylor further alleges that on February 14th, 1886 that he paid to Dr. R. E. Parker \$50.00 surety money. Do you know any thing in regard to this?
- A. No sir.
- Q. Did you ever hear of Mr. Kader Taylor having loaned Mr. Richard Taylor \$190.00 in 1886.
- A. Do not know any thing about it.
- Q. Mr. Kader Taylor also in his answer says that Richard has repeatedly said that he had no right to the land and expected to leave it. Have you ever heard him say this?
- A. Never in my life.

Cross-examined by Mr. Everett.

- Q. You stated that Mr. Kader Taylor did not come here, because his wife would not let him?
- A. That is ~~what~~ I think. I have heard others say so too.
- Q. Is he able to attend Court if he should wish to come?
- A. It looks to me that he could come.
- Q. Isn't he old and deaf?
- A. I do not think he is deaf, but he is getting along in years.
- Q. Is his mind all right or does it come and go?
- A. His mind is all right, as far as I know.
- Q. Would you call him old and doty.
- A. I would call him old.
- Q. You think then that he is fully competent to come here and

tell what he knows about this case?

A. He certainly could get on a train and come here and tell what he knows about this case.

Q. And you think your brother, Mr. Kader Taylor, would thoroughly understand the whole situation and know what he was doing?

A. Yes sir.

Q. When did you see him last?

A. I haven't seen him in twelve months.

Q. How far do you live from them?

A. I live in Portsmouth now.

Q. When was the last time you saw Richard Taylor, your brother?

A. I haven't seen him since I was in town here when this case was being tried before. I have had letters from him.

Q. Have you had any letters from your brother Kader?

A. No sir.

Q. Are you on friendly terms?

A. Always have been, never had any fuss in our lives.

Q. Didn't Mr. Richard Taylor live with Mr. Kader Taylor?

A. Lived there about two years after his mother died. He and I worked there as slaves and they never gave us any thing for two years.

Q. Mr. Kader Taylor has always had plenty?

A. Yes sir.

Q. Mr. Richard Taylor has always been in hard luck?

A. Yes sir, hard luck but always raised a plenty to eat.

Q. Did you ever see Mr. Richard Taylor pay Mr. Kader Taylor any money?

A. No sir, I have never seen him pay any but I have heard them say "Well, let's get some money together and come down and make a payment" but I never see any paid.

Q. Please state why there has been so much said about this matter and that you have heard so much?

A. Because Kader wouldn't give Richard no deed.

- Q. Then they were always talking about it, because Kader wouldn't give Richard a deed and Richard has always known from the beginning to the present that he did not have a deed and Richard has continually been after his brother, Kader, to give him a deed and that you have heard these conversations?
- A. Yes sir, I certainly have.
- Q. And that you do know that Richard knew all the time that he didn't have a deed?
- A. Yes sir, he certainly knew it.
- Q. Do you know whether your brother, Kader, has been friendly towards your brother, Richard, or not?
- A. Friendly up until he asked him for a deed. About the time he came down here and put it in Mr. Crumpler's hands.
- Q. And up to that time they were always friendly?
- A. Yes sir.
- Q. And don't you know that Mr. Kader has helped him often by allowing him to have things off his farm?
- A. Never had any thing off of it as I know of.
- Q. Don't you know that Kader Taylor has been very kind in assisting his brother from time to time?
- A. Not that I know of.
- Q. Don't you know, by living there and from what you have seen, that your brother Kader has been very kind in assisting your brother, Richard, from time to time, in his hard luck.
- A. I do not know about that. If he got in hard luck he went off and worked and got it.
- Q. Then you don't know that your brother Kader ever helped your brother, Richard?
- A. Not that I know of. If he ever helped him, I do not know it. Further this deponent saith not.

The depositions of Richard Taylor and others taken by consent, at the office of William M. Crumpler, in Suffolk, Va., on the 23rd day of June, 1910, between the hours of 10 A. M. and 10 P. M. pursuant to notice hereto annexed and returned to be read as evidence on the behalf of Richard Taylor in the Chancery suit now pending in the Circuit Court of Nansemond County, wherein the said Richard Taylor is plaintiff and Kader Taylor, Martha Taylor, and the Gay Manufacturing Company are defendants.

Present: William M. Crumpler, counsel for plaintiff.
R. H. Rawles, counsel for Kader and Martha Taylor.

List of witnesses called, the following disclosed as absent.

B. G. Rountree

P. P. Knight

Robert Taylor

E. C. Riddick

Mills Gay

Richard Baines

Kader Taylor.

The witness Vivian B. Harrell being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name Vivian B. Harrell, age 30 years, residence Nansemond County, and occupation farmer.

Q. Will you please state what knowledge you possess regarding the division line between Richard Taylor and Kader Taylor and how you acquired your knowledge?

A. The only thing that I could possibly know would be what was discussed at Kader Taylor's the day that my father and myself were there to take the acknowledgment to a timber deed to the Gay Mfg. Company two or three years ago. The first thing was

Mrs. Kader Taylor objected to signing the deed and in the argument or discussion they talked about the Norfleet Field Branch and a sliped line of Richard Taylor running along said branch, or something similar to that. The deed was written before we saw it, I suppose, by some attorney, and we merely went to take the acknowledgments. The impression made upon me was that the sliped line mentioned was the dividing line between Richard and Kader Taylor.

(Counsel for defendants objects to last statement in the testimony as to impressions made on the witness and moves that said testimony be stricken out.)

Q. Can you recall the language, in substance, used by either of the parties, Kader or Martha Taylor, which made this impression on your mind?

A. I simply understood that it was Kader Taylor's and Dick Taylor's property and that the line was simply a division between them.

(Counsel for the defendants moves to strike out the last answer for the same reason.)

Q. After you concluded your interview at the time and place and under the circumstances described what doubt, if any, existed in your mind as to whether or not the sliped line to which you have referred did divide property belonging respectively to each of these two parties.

(Question objected to because it seeks to elicit the opinion of the witness.)

A. Not a particle of doubt in the world. I simply understood that Kader Taylor sold what timber was on the end of his line and that was the end of it.

Cross-Examined.

Q. If I understood you correctly, you went with your father that day to Mr. Kader Taylor's in order that he might take the acknowledgment of Kader Taylor and his wife to a certain deed for timber which they were executing to the Gay Mfg. Company, am I correct?

- A. That is right.
- Q. Your father, at that time, was a Justice of the Peace, was he not?
- A. Yes sir.
- Q. And you simply went with him in a private capacity?
- A. My father is old and feeble and his eye-sight is poor and I simply went to assist him.
- Q. I now hand you a copy of a deed made the 28th day of October, 1907, between Kader Taylor and Martha Taylor and the Gay Manufacturing Co., for certain timber on 172 acres of land which is alleged in the deed to be the land of Kader Taylor and it appears from said deed that the acknowledgment of Kader Taylor and Martha Taylor to said deed was taken by your father, J. B. Harrell, a Justice of the Peace and said deed was witnessed by you. Please look at the deed and see if you think that is a copy of the paper that was executed that day.
- A. I do not identify this copy. I could identify the original.
- Q. This paper is dated the 28th day of October, 1907, or a little more than two years ago. So far as you know, that is about the time that you went to said place.
- A. I went there something like two or three years ago.
- Q. This deed purports to convey the timber on the land containing 172 acres, more or less, and alleges that it is the land of Kader Taylor, with the exception of five acres, which was reserved at that time. Was any other deed shown to you that day so far as you can re-call except the deed which you have mentioned.
- A. That was the only paper shown to us, so far as I know.
- Q. Do you remember having, that day, seen any deed produced by Mr. Richard Taylor showing that he owned any land in that vicinity?
- A. No sir, Mr. Richard Taylor was not present.
- Q. Have you any distinct memory of any discussion that day in reference to the five acres of land or the timber on the five acres of land which was reserved and not conveyed by Kader Taylor and his wife?

- A. It seems to me that there was a little piece of timber reserved, but I am not prepared to make oath on it one way or another.
- Q. Do you re-call whether the little piece reserved was on the land of Richard Taylor or on the land of Kader Taylor?
- A. It seems to me that this Richard Taylor line was in one direction and this piece reserved by Kader Taylor was in another. I believe this to be true, but I am not prepared to swear to it.
- Q. The copy of the deed which I hold in my hand contains this language " save and except five acres thereof, lying South-west of the field and across the foot bridge and starting at a reed bottom and starting at a sliped Rosemary Pine and running down the Norfleet Field Branch to the Corapeake swamp". So far as you can remember, does this Norfleet Field Branch lay between the place where Richard Taylor lives and the place where Kader Taylor lives?
- A. I do not know where Norfleet Field Branch is.
- Q. Then you do not know where the sliped Rosemary Pine is, do you?
- A. No sir.
- Q. All you do know is that Kader Taylor and his wife were talking something about a line between them and Richard Taylor.
- A. Yes sir.

Re-Direct-Examination.

- Q. Mr. Harrell, is it true or not that you for the last three or four years generally or usually accompany your father in the transaction of his duties as a Justice?
- A. Yes sir.
- Q. Do you re-call whether or not you ever read the full context of the deed?
- A. I should suppose I did. I think that we read it, because we made insertions in it to suit Mrs. Taylor in order to make her sign it.
- Further this deponent saith not.

Joshue B. Harrell, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation.

A. Name, Joshue B. Harrell, age 65 years, residence Nansemond County, and occupation farmer.

Q. Do you remember having, two or three years ago, taken an acknowledgment to a deed for the timber on Mr. Kader Taylor's property or not?

A. Yes sir.

Q. Who was present, at that time, if you now recollect.

A. I took Vivian, with me and there were present my son, Vivian, Mr. Richard Baines, some young man, Mr. and Mrs. Kader Taylor.

Q. Did any conversation take place at that time which disclosed or which indicated the division line between the property of Mr. Kader Taylor and Mr. Richard Taylor, and if so, state it.

A. Mr. Baines had a deed in his pocket and produced it. Mrs. Taylor did all the talking. Mr. Kader Taylor said very little. Mrs. Taylor at first refused to sign the deed and this seemed to worry Mr. Baines. I do not think that they meant to sell the timber on Dick Taylor's land. I do not know whether he had any or not. They agreed to sell to some sliped tree in the Norfleet Field Branch and that appeared to be all that Mr. Baines wanted.

Further this deponent saith not.

The witness, William A. Winslow, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation.

A. Name, William A. Winslow, age 47 years, residence Portsmouth, Va., and occupation retired.

Q. Mr. Winslow, do you know any thing regarding the ownership of some real estate in Gates County, North Carolina, respectively by Mr. Richard Taylor and Mr. Kader Taylor, if so, please state what connection you have had with either of the parties?

7 A. I think it was in 1895 or 1896, I went there and took an option on Kader Taylor's part. They showed me down to a branch and there was a glazed line running about a due East course. There was a corner tree. Then, they took me back to the Corapeake Swamp. There was a piece of some three or four acres on the Corapeake Swamp that they did not want to sell.

Q. Do you know whether or not this piece reserved was on the South or North of the sliped line, to which you refer?

A. On the South of the sliped line. After I took an option from Mr. Kader Taylor on his tract of land, ^{and} we agreed on the price, before I paid any money on it, I had the title looked into and found that neither had any title, so I got Mr. Corbitt to examine the title over here, and got Mr. Leroy Smith to examine it over there in Gates County. Mr. Kader Taylor promised to compensate me for my expenses but he has never paid it. And he said when I was buying his, go over to see his brother Richard, across the sliped line. He showed me over the sliped line and told me that that belonged to Mr. Richard Taylor, that is, on the North side of the sliped line. I went to Mr. Richard Taylor's house and just at that time, I could not get him to talk business and he promised though, when I got the other straightened up, we could deal, so after I went back and reported to Mr. Kader Taylor and told him and his wife both that their title was no good.

- Q. Was there any question about Mr. Kader Taylor having, unequivocally, told you as you have stated that the property on the North side of the slipped line belonged to his brother?
- A. Yes sir, he told me that the property on the North side belonged to his brother.
- Q. And then I understand that he instructed you to go to see his brother thinking, as he stated, that you might be able to buy his brother's timber, as well as his own, is that true?
- A. Yes sir.
- Q. Was there any part of Mr. Kader Taylor's conversation with you, at any time, during your dealings which indicated that he claimed any portion of the property which he said belonged to his brother?
- A. No sir, there was none. He always told me that it belonged to his brother. There was a road in there and he carried and showed me the line.
- Q. When you reported to Mr. Kader Taylor the fact that he had no deed, was any remark made by him regarding his obtaining a deed for his portion separate from his brother's?
- A. No, he remarked to me that he had gotten Causey to fix it up for him and straighten it up for him and that he had not done it and when Mr. Corbitt looked into it, he found this trouble.
- Q. Was any remark made by Mr. Kader Taylor in any way, if you recall regarding whether or not his brother had paid for his portion of the land.
- A. No, I do not remember any remark of that kind.

Cross-Examined.

- Q. You did not buy any timber then from Mr. Kader Taylor?
- A. No, I did not get it on account of want of title.
- Q. You talked with Mr. Kader Taylor about this timber and about purchasing it from him, before you examined the title?
- A. Yes sir.
- Q. Did he tell you that he owned that tract of land that you were examining?

A. Yes sir.

Q. Did he tell you how he came in possession of it?

A. No, I do not think he did.

Q. Did he not tell you that he had employed Captain Causey to make him a deed for this land?

A. After I went back he reported it.

Q. Did I understand you to say the land you examined was in Gates County, N. C.

A. Part of it and part in Virginia.

Q. Do you know whether or not the slipped line you speak of was in Gates or Nansemond County?

A. in Nansemond County.

Q. Did you have any conversation with Richard Taylor regarding buying any timber from him at that time?

A. Yes sir.

Q. Did he tell you whether he owned any land up there and if so, how he came in possession of it?

A. He told me where his line run to down to that glazed line. If he told me the number of acres, I do not remember it.

Q. Were you seeking to purchase timber, at that time, by the acre or by the thousand?

A. By the acre.

Q. Then before making a purchase you would have wanted to have known just how many acres Richard Taylor owned would you not?

A. Yes sir.

Q. And how many acres Kader Taylor owned?

A. Yes sir.

Q. This information you have never received?

A. No, I never received it.

Q. Did I understand you to say that Mr. Kader Taylor made certain reservations in his timber bargain with you on certain land which he was not to sell you?

A. Yes sir.

Q. Was that on the North or South side of his farm.

A. It was on the South side of the glazed line.

Q. Is it not a fact that the timber he reserved was the timber that lay beyond the glazed line beyond his house?

A. No sir.

Q. Do you know any thing of the deal he afterwards made with the Gay Mfg. C-ompany?

A. No, I do not.

Q. Did Mr. Richard Taylor ever show you any deed he had for any land?

A. No. Neither did Kader Taylor.

Re-Direct-Examination.

Q. Opposing counsel has asked you the question " Did he, Kader Taylor, tell you that he owned the tract of land which you were examining". You answered, "Yes". Did you mean to state that Kader Taylor told you that he owned both on the South and North side of the Norfleet Field Branch ^{by} to the sliped line?

A. No sir, just went up to the branch. said his brother's was across the line.

Q. Opposing counsel has laid some stress on your failure to obtain the acreage respectively of Richard Taylor and Kader Taylor when you were purchasing by the acre.

A. I found that the title was no good. If we had made a deal, we would have gotten the number of acres, but after the title was no good, I did not try to get the number of acres.

Q. You refer to "their" getting a deed. Do I understand that it was made manifest to you that each of these would get a deed.

A. That was what the lawyers said.

Re-Cross-Examination.

Q. Is it not a fact that the lawyer said that Mr. Kader Taylor would have to get a deed?

- A. No sir, Mr. Corbitt, said for both to come to his office and he would straighten it up with them.
- Q. Suppose it was a fact that the records since then would show that as a matter of fact, when Mr. Corbitt got the deed he got it in the name of Kader Taylor alone.
- A. I know nothing about that.
- Q. Did you ever go on that line that you have mentioned as a slipped line but that one time?
- A. I went on it twice. If the line has not been cut down, I could go there. I know the line as well as I know where I am sitting.
- Q. When was the last time you were there on that line?
- A. ¹⁹⁰⁶~~1896~~, I think.
- Q. That was about the time of the deed which you speak of?
- A. yes sir.
- Q. After you dropped that deal, for want of title, when was your attention next called to this deal?
- A. This last gone Tuesday.
- Q. Where were you?
- A. In Portsmouth.
- Q. Who called to see you?
- A. General delivery of Uncle Sam.
- Q. You received a letter did you?
- A. Yes sir.
- Q. Who wrote it?
- A. Mr. Crumpler.
- Q. Had you before you received that letter, had any conversation with Mr. Richard Taylor or any of his agents?
- A.? No sir, it has been three years since I had any conversation with them.
- Q. What conversation did you have with Mr. Lum Jones about it?
- A. No conversation, only I used his horse and buggy to go up there.
- Q. Had any person since 1906, not told you of the controversy now going on between Richard Taylor of the one part and Kader Taylor and

and his wife of the other part concerning this line?

A. No sir, not until Mr. Crumpler wrote me the letter last Tuesday.

Re-Re-Direct-Examination.

Q. You have said on Re-cross-examination that your first information of this suit was the only approach made to you, regarding the facts which you have disclosed, was made by a letter from me. Will you please state the substance of that letter?

A. I have it in my pocket, I guess I can read it. Here is the original letter, I file it.

Q. On what day did you first form your personal acquaintance with me.

A. To-day.

Further this deponent saith not.

The witness, James E. Crocker, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name James E. Crocker, age 39 years, residence Suffolk, Va., and occupation lumberman.

Q. Mr. Crocker, please state what knowledge you have regarding any division line which may exist between the property of Mr. Richard Taylor and Mr. Kader Taylor and how you acquired your knowledge.

A. Something like seven years ago, we were operating a mill at what is called Brinkley's Crossing, on the Norfolk & Southern now. We were cutting the timber off of Mr. Fred Brinkley's land, at that time, and I was informed by Mr. Brinkley that Mr. Kader Taylor had some timber over there and I went over to see him and we looked the timber over, but owing to the distance across a piece of land, at that time, owned by the Gay Mfg. Co., the quantity was not sufficient to justify me to go over there for that alone, but, of course, I looked this timber over and after I had gotten through looking it over, I told Mr. Kader Taylor (he went around the lines with me) that the quantity was not sufficient for me to track across the other piece of land (the Gay Mfg. Co. piece) to get his alone and his price was too high, and he informed me that his brother, Richard Taylor, had some timber and he thought he would sell it. He went with me over to Mr. Richard Taylor's, I did not know that he lived there until then, and he called him out in the field and introduced me to him(to Mr. Richard Taylor) and Mr. Richard Taylor and myself looked over his land and timber, as he told me, and I would have bought Mr. Richard Taylor's at the price he offered to sell it, but his was not sufficient to go over there for and the price on Mr. Kader Taylor's was too high for me to buy at that time. For that reason I did not buy either.

Q. Was any line shown you by either Mr. Kader Taylor or Mr. Richard Taylor designating the division line between the two parties?

- A. Yes, there was a sliped line between the two, first shown me by Mr. Kader Taylor and later shown me by Mr. Richard Taylor.
- Q. Do you recall where this line ran?
- A. I do not exactly, but I could go there and show you. Kader Taylor showed me his property and it ran down to a branch at a sliped line near an old cart path.
- Q. Where was this branch located speaking relative to Mr. Richard Taylor's home?
- A. About a South-west direction, I should suppose..
- Q. You say that you went down a path. Did this branch or not cross this path?
- A. I think so.
- Q. Did you see the sliped line to which you refer?
- A. Yes sir.
- Q. And I understand it was shown to you the same sliped line by each Mr. Kader and Mr. Richard Taylor?
- A. And the same day. After that I looked over the two pieces alone twice or more and the sliped line was very plain.
- Q. Do I understand from your testimony that Mr. Kader Taylor first informed you that his brother owned timber, after having shown you the line dividing their timber, and then took you to his brother and introduced him, knowing that your purpose was to buy timber?
- A. Yes sir. He must have known it.
- Q. Was Mr. Kader Taylor present and did he hear any of your conversation with Mr. Richard Taylor?
- A. Very little. I think after a short while he went back home. I wont say positively whether he went into the woods with us or not.
- Q. Then do I understand from your testimony the sliped line or branch dividing the property of Mr. Kader Taylor and Mr. Richard Taylor as shown you by each of them, was between the two houses where they reside?
- A. It was.

- Q. Then, if I understand you correctly, the branch and the slipped line ran practically in the same direction and very close to each other.
- A. Very little difference, if any.
- Q. Do you re-call whether or not Mr. Kader Taylor in offering to sell his portion of the timber expressed any desire to reserve any part of it?
- A. Was not any thing said about reserving any at all.
- Q. Do I understand from your testimony that Mr. Richard Taylor actually resided on the property North of the slipped line and branch to which you refer?
- A. Yes sir.
- Q. Did you hear Mr. Kader Taylor or not say any thing regarding whether or not he had a deed to his property?
- A. It was not mentioned at all. I never went far enough into it to investigate it.
- Q. You are, however, positive, if I understand you correctly, that Mr. Kader Taylor was unequivocal in his statement to you that all of the property on the North side of the Norfleet Field Branch belonged to his brother, Richard Taylor?
- A. Yes sir. I do not know the name of that branch, but it was a branch.

Cross-Examined.

- Q. I understand you to say that you never examined the title to any of this land?
- A. No, I did not, I had no occasion to.
- Q. Then, you do not know whether Kader Taylor or Richard Taylor owned a single acre of land, do you?
- A. I do not.
- Q. But you found that they both were living on this land that you went over?
- A. Yes sir.

Q. With a sliped line between them?

A. Yes sir.

Q. Do you know who finally paid the purchase price for this land?

A. No.

Q. Do you know whether Richard Taylor has ever paid one penny for any of the land which he claims to own?

A. I do not

Q. Do you know whether he has ever received a deed or had a deed for any of it?

A. No sir, I do not.

Further this deponent saith not.

The witness, Ballie Kelly being duly sworn, deposes and says as follows:

- Q. What is your name, age, residence, and occupation?
- A. Name Ballie Kelly, age 22 years, residence Suffolk, Va., and occupation furniture business.
- Q. Mr. Kelly, with whom were you employed during 1907?
- A. By the Gay Manufacturing Company.
- Q. Did your duties in any way connect you with the cutting or manufacture of the timber purchased by the Gay Mfg. Company?
- A. Yes sir. Down to the run of a branch from the Rosemary Pine down the branch to the Corapeake Swamp.
- Q. Do you know any thing about when this timber was purchased by the Gay Mfg. Co?
- A. Yes sir, I was along with Mr. Baines and Mr. Kader Taylor the day it was bought.
- Q. Did you go around any lines?
- A. Yes sir, we went around Mr. Kader Taylor's where he sold up to the run of the branch to which I have referred.
- Q. Did Mr. Kader Taylor make any comment or remark stating or leading you to understand or know that that was his line?
- A. No, he made no statement, but said that "we will get together and sell this piece of timber North of this line later".
- Q. What interest did Mr. Kader Taylor state that he had in the property laying North of this line?
- A. He did not state that he had any interest in this part of the timber, except that he stated that he had paid taxes on it amounting to between \$17.00 and \$20.00 and said that he had been paying taxes for something like twenty years.
- Q. Did he or not state that his purpose for selling the portion on the North side of this line was to get the taxes out of it which he had paid?
- A. Yes sir.
- Q. Did he in any way state or indicate that he had any interest in the timber on the North side of the line in question, save the

taxes paid.

- A. I do not remember his saying any thing about it.
- Q. Was any thing said about reserving any portion of his property? That is, South of the line?
- A. Yes sir, there was a little strip over there next to Mrs. Vann, which he wanted excepted from the timber which he had sold.
- Q. When you cut the timber, did you leave all timber which he had excepted in his deed, and which was understood to have been excepted?
- A. Yes sir.
- Q. Then, do I understand from you that the piece which was excepted lay south of the slipped line to which you refer?
- A. Yes sir, South and adjoining Mrs. Vann.
- Q. The deed to the Gay Manufacturing Company refers to five acres which Kader Taylor excepted. Is that the property adjoining Mrs. Vann?
- A. Yes sir, the five acres.
- Q. If the deed describes five acres in any other portion of the property, was it or not an error in the deed?
- (Question objected to because it seeks to contradict the record).
- A. It would be wrong if it was any other direction, except on the South side of the slipped line and adjoining Mrs. Vann.
- Q. In your conversation, with Mr. Kader Taylor, to which you have referred, I have asked you was any statement made by him regarding the reservation of any portion of the timber on the south side of the slipped line, now, I want to know, if any statement was made by him regarding the reservation by himself or Mr. Richard Taylor, or the probable desire of either to reserve any part of the timber on the North side of the line in case it was sold?
- A. He said that they would get together and sell this timber by the thousand and if there was any trees which they wanted to except for building purposes they would do so.

- Q. Then coupling your answer with your former answers to previous questions, do I understand that the impression which Mr. Kader Taylor made on you was that what he wanted to get out of the timber on the North side of the branch was only the taxes or not?
- A. Only the taxes. He did not mention any other money into it.
- Q. Then, if I understand you correctly, what you understood from Mr. Kader Taylor was that he claimed an interest in the timber on the North side of the slipped line and branch to which we have referred for the purpose of securing therefrom, or from the proceeds of sale thereof, the amount of taxes which he had paid on the property and nothing else?
- A. Yes sir, he did not say any thing else.
- Q. Then, if I understand you correctly, Mr. Kader Taylor led you to believe and you did believe from his remarks that when he said that "we will get together and sell the timber on the North side of the slipped line" he meant that they would get together and sell the same so that he would get what taxes he had paid and nothing more?
- A. Yes sir.
- Q. If the deed to the Gay Mfg. Co. conveys more than the property of Kader Taylor up to and South of the Norfleet Field Branch to which we have referred, would that or not be more than you bargained to buy, representing the Gay Mfg. Company as its agent?
- A. Yes sir. If it conveys any other property other than the property which lay on the South of the branch beginning at a Rosemary Pine and going down the run of the branch to the run of the Corapeake Swamp.
- Q. Then, I understand from your testimony that the property which you bargained for and which you understood you had bought, as a representative of the Gay Mfg. Company, was only the property lying on the South side of this branch?
- A. Yes sir.
- Q. Has the Gay Mfg. Company cut this timber?

A. Yes sir.

Q. Where did they cut to?

A. To the run of the branch.

Q. Does the Gay Manufacturing Company claim any further interest in the property or timber North of this branch?

A. No sir, not that I know of.

Q. How long since the Gay Mfg. Co. finished cutting this timber?

A. I think they finished about June or July, 1907.

Q. If they had had any further timber there, would they or not have cut it before they left?

A. I think so.

Q. Is it not a fact that the Gay Mfg. Company owned a tract on the East of the tract which you bought from Kader Taylor and the property which Richard Taylor now occupies?

A. Yes sir.

Q. Is it true or not that you have cut that timber?

A. Yes sir, it is cut.

Q. Do you know of any other timber adjoining the property now claimed and occupied by Richard Taylor, which the Gay Manufacturing Company now owns?

A. No sir.

Q. Then would it be reasonable to suppose that the Gay Mfg. Co., would have cut the timber up to the branch to which we have referred and their own timber on their own land lying East and have left a small piece of timber of twenty or twenty-five acres, had they owned it?

A. If they had bought that timber, I think they would have cut it, but as it happened, they did not buy it.

Q. You started just now to say something about a slipped line and broken bushes, what did you intend to say?

A. It ran West from the Rosemary Pine down the Corapeake Swamp and there was a line of broken bushes with the tops broken off to go by and we were instructed not to go over that line.

Cross-Examined.

- Q. I understand you to say that you were the agent of the Gay Mfg. Company, in 1907, when you first examined this land and the timber thereon and made a deal for the said timber?
- A. Mr. Baines and I examined the land. I was working for the Company.
- Q. Did you help to locate the lines of the land on which you bought the timber for the company?
- A. Yes sir.
- Q. And you know that since that time, the gay Company had cut and removed all the timber which you investigated and bought, at that time?
- A. Yes sir.
- Q. And you further know that the said Gay Company have no right to and does not set up any claim to any further timber there?
- A. No, they do not.
- Q. Do you know whether or not the public County road runs through the Kader Taylor tract of land?
- A. Yes sir.
- Q. Do you know on which side of the road the Kader Taylor house is?
- A. On the South side.
- Q. Do you know on which side the Richard Taylor house is?
- A. On the North side.
- Q. Do you know on which side of the road the sliped line is?
- A. On the North side.
- Q. On which side of the Kader Taylor tract of land does the Vann land lay?
- A. Kind of South East.
- Q. On which side of the County Road is the Vann land?
- A. On both sides of the County road.
- Q. You say bushed line to which you refer and to which Mr. Kader Taylor called your attention, and told you, you were not to cross over ran from a Rosemary Pine, ran in a Westerly direction down to the Corapeake Swamp. The deed dated the 20th of October, 1907,

and made by Kader Taylor and wife to the Gay Mfg. Co., gives this line " starting at a reed bottom and starting at a sliped Rosemary Pine and running down the Norfleet Field Branch to the Corapeake Swamp", is that the line to which you speak?

A. Yes sir, that is the piece of Richard Taylor which he excepted.

Q. How many pieces of land did he except and not sell you?

A. Two.

Q. Did you make up the notes to hand to the agent of the Gay Mfg. Co. so that they would properly have a deed drawn for them?

A. No sir, I did not.

Q. Do you know who did this?

A. I think Mr. Baines did it.

Q. The deed made by Kader Taylor and wife to the Gay Mfg. Co. on the 28th of October, 1907, conveys to the gay Mfg. Co., certain timber on 172 acres of land, being the same land which was conveyed to Kader Taylor by J. L. McIemore, save and except five acres thereof. Can you tell me where that five acres lay? Where did it lie?

A. Yes sir. On the South of the County road adjoining Mrs. Vann.

Q. Well, then, reading further on the deed of this five acres, which was excepted and not sold it reads this way " save and except five acres thereof, lying South-west of the Field and across the foot-bridge and starting at a reed bottom and starting at a sliped Rosemary Pine and running down the Norfleet Field Branch to the Corapeake Swamp". Did you find any such line as that up there near the Vann land?

A. No sir.

Q. Then, how do you explain that the only exception of five acres mentioned in the deed gives this line, "running from the Rosemary Pine to the Corapeake Swamp".

A. The five acres does not run any where near the Rosemary Pine. The deed is a mistake.

Q. Then, if I understand you, you are here to-day to contradict the

deed which the Gay Manufacturing Company holds.

A. Why sure, because I know where the line is as well as I know I am sitting in this chair.

Q. Then, if Mr. Harrell or any body else changed that deed so as to make the five acres excepted, lie down on that line which runs from the sliped Rosemary Pine to the Corapeake Swamp, they got it wrong did they?

A. The Rosemary Pine is on the North side of the County Road and the reed bottom separating the five acres is on the south side.

Q. Then how do you reconcile the line which starts at the reed bottom and at a sliped Rosemary Pine and runs to the Corapeake Swamp?

A/ That question is too hard for me, because one is on one side and the other on the other.

Q. Then your knowledge of the locality of these lines and of these tracts of land, and these exceptions of what was bought is wrong or the party who drew this deed made a terrible blunder.

A. It looks to me from the way that that reads that it is a blunder.

Q. Did I understand you to say that you found no sliped line on that line which runs from the Rosemary Pine to the Corapeake Swamp?

A. No sir, I did not find any sliped line. Nothing but some broken bushes.

A. You went carefully down this line did you not?

A. Yes sir, I was not to go and cut any lumber from that side.

Q. Did you see any sign of sliped trees?

A. No sir, I did not.

Q. Then if Mr. Winslow has testified that there was a plain sliped line along there he must have been mistaken, must he not?

A. Well, in fact, I did not notice for any sliped line. I only went by the bushes which were broken. I had orders from the Company not to cut any.

Q. And beyond this, bushes were broken on a line which ran from a sliped Rosemary Pine down the run of the branch to the Corapeake Swamo, is that true?

A. Yes sir.

Q. And you were there for the purpose of locating and designating the exact boundaries of the land of Kader Taylor on which the Gay Mfg. Co. was buying the timber?

A. Yes sir.

Q. I understood you to say that Mr. Kader Taylor said that he would not sell you by the acre, nor by the thousand any timber on the North side of that line?

A. He stated that they would get together later and sell it by the thousand.

Q. Nothing had been said about "their" up to that time had there?

A. He said they would sell the lumber by the thousand.

Q. I understood you to say that he told you that he had a deed for the whole of the land.

A. No sir, he did not say so.

Q. What did he say to you about his deed?

A. He made no remarks about it.

Q. Did he not tell you that if he afterwards decided to sell you any timber on the land on the North of that line, that he would reserve certain trees for building, if he wished to?

A. Yes sir.

Q. Did he not tell you that he had been paying taxes on all that land for twenty years?

A. He said he had been paying taxes for twenty some odd years to the amount of between \$17.00 and \$20.00.

Q. Did you attempt to purchase any timber for the Gay Company from Richard Taylor?

A. No sir.

Q. You did not even know or think that he owned any timber did you?

A. I had not thought any thing about it.

Q. You did not go over to his house did you?

A. I went over there at times, to get water.

Q. But nothing was said about his selling you any timber?

A. No sir.

Q. He made you no price, did he?

A. No sir.

Q. He did not tell you that he owned any timber, did he?

A. He did not.

Q. When was the first time you ever heard of Richard Taylor setting up a claim to a part of this land?

A. Two months ago, I reckon.

Q. Who came to see you about it?

A. He came himself.

Q. What did he say to you?

A. I do not remember now.

Q. Did he ask you, if you could help him out?

A. He asked me about the line and where Mr. Baines bought to.

Q. Were you present when any part of this timber was cut?

A. I was present when all of it was cut.

Q. Richard Taylor knew you were cutting it, did he not?

A. Yes sir.

Q. And yet he neither claimed, in your presence, nor offered to sell, nor said any thing about owning any timber whatever, at that time?

A. He did not.

Re-Direct-Examination.

Q. You stated on cross-examination that the five acres which was excepted by Mr. Kader Taylor was located on the South of the County Road, the County road running immediately in front of Mr. Kader Taylor's house?

A. Yes sir.

Q. I also understood you on cross-examination to state that the deed in describing these five acres was erroneous, is that true?

A. Yes sir.

Q. If, by any contingency, the exception of five acres in the deed could refer to that portion of land, lying North of the branch to

to which we have referred and now occupied by Mr. Richard Taylor is it or not true that the quantity of land lying North of that line would be a multiple by many times.

A. Yes sir, that is true.

Q. If it be true by any contingency that the five acres should be identified by the Rosemary Pine and the description mentioned in the deed, then, as a matter of fact, the five acres which you have referred to as lying on the South of the County Road and adjoining Mrs. Vann ought to have been cut or had it not?

A. No sir, it ought not to have been cut. It was separate from the deed.

Q. If it were brought to your attention, which is a fact, that the deed to the Gay Manufacturing Company covered all the timber on 172 acres of land, which was formerly owned by old man Kader Taylor, the father of the present Kader Taylor and Richard Taylor and that this 172 acres covered the entire strip of land lying on the North side of the Norfleet Field Branch, is it or is it not true, that the deed purports to convey more than you intended to buy and more than Kader Taylor intended to sell.

A. I understood that the deed was drawn to include the whole tract and that the Richard Taylor tract was excepted.

Q. I understand you, however, to be positive in your assertion that the five acres excepted in the deed, did not refer to the Richard Taylor place?

A. No sir, it did not.

Q. On cross-examination, the exception of five acres has been quoted to you and refers to five acres lying South-west of the field, now, if the five acres contemplated lay South-west of the field occupied by Mr. Richard Taylor, would there or not be found on that corner a reed bottom?

A. There would be a small reed bottom, but would be in an entirely different direction from and over a quarter of a mile from the Rosemary pine.

Q. Would there be found at this point a foot-bridge?

A. I think not.

Q. Is there a reed bottom located in the vicinity of the Rosemary pine?

A. No sir.

Q. Is there a reed bottom South of the point where you stated the five acres was excepted?

A. Yes sir.

Q. Is there a foot-bridge there?

A. I do not remember.

Q. I think I understood you to say (and if I am not correct, please correct me) on cross-examination that you did not particularly notice for slipped trees and that you were not in a position to contradict either Mr. Winslow or Mr. Crocker.

A. I do not know.

Q. I also understood you to say that you were principally guided by broken bushes to which your attention was directed by the agents or employees of the company and over which line you were directed not to go. Is that true or not?

A. Yes sir.

Q. Do you know who broke these bushes?

A. No sir.

Q. Then, if I understand your testimony correctly, there might have been a slipped ^{tree} and you might not have seen it.

A. Yes, it might have been there, but I did not see it.

Q. On direct examination you stated that Mr. Kader Taylor said "they" might want to reserve certain trees on the North side of the branch in case it was decided expedient to sell, but on cross-examination opposing counsel asked you the question was the phraseology "such trees as he might wish to reserve" referring to Kader Taylor.

A. I meant that they would reserve.

Q. Opposing counsel has laid a good deal of stress on the fact that you did not hear Mr. Richard Taylor refer to the property on the

North side of the branch as belonging to him, or he did not, in your presence offer to sell his timber, was there any occasion at any time, for him in your presence to refer to his ownership of that property or to the sale of his timber?

A. No sir, not that I know of.

Q. Were you authorized by your company or any one else to ask him any questions along this line?

A. No sir.

Q. Opposing counsel has interrogated you for the purpose of learning I presume, your motive for testifying in this case and who came to see you and such questions. Have you ever stated to any one other than what you have stated in this case?

A. No sir.

Q. Has any one asked you in any way, shape, or form, either willfully to fabricate, or requested you in any way, to tell any thing other than the truth?

A. No sir.

Re-Cross-Examination.

Q. How long ^{have} you been engaged in the lumber business in examining timber on land, which parties wished to purchase?

A. About eighteen months.

Q. Which would you consider, as a woodsman, the more permanent and more easily discovered line, the line of chopped trees or a line of broken bushes?

A. A sliped line or chopped line would be more permanent.

Q. The road through the Kader Taylor land runs East and West. Is there any avenue running from this road in a Northerly direction to the ^{place} road where Richard Taylor lives.

A. Yes sir.

Q. And the line which you have spoken of runs from the Rosemary Pine to the Corapeake Swamp, crossing this avenue?

A. It does.

Q. And there is a branch some where near this line, is there not?

A. Yes sir. Broken bushes have been broken down to this branch.

Q. And this branch crosses this avenue, does it not?

A. It does.

Further this deponent saith not.

The witness, Jethro Wiggins, being duly sworn deposes and says as follows:

Q. What is your name, age residence, and occupation?

A. Name, Jethro Wiggins, age 62 years, residence Nansemond County, and occupation, farmer.

Q. Mr. Wiggins do you know whether or not Mr. Richard Taylor owned any right in his father's estate, other than his own.

A. Yes sir. He bought his brother's right, which was Sam Taylor's right, so Sam Taylor told me and others. I have heard him tell it a dozen times or more.

(The above is objected to as hearsay)

Q. Have you ever heard Mr. Richard Taylor say any thing in regard to this?

(Question objected to as being hear-say)

A. No sir. (objected to).

Q. So you have never heard Mr. Richard Taylor say whether or not he bought his brother Sam's part or not?

A. No.

Q. How far do you live from Richard Taylor, where he now resides?

A. About six or seven miles.

Q. You are familiar with that community, are you not?

A. I was raised in about a mile of it.

Q. Is Mr. Richard Taylor, at present, in the actual possession of the property lying North of the Norfleet Field Branch?

A. He is as far as I know and has been for twenty-five or twenty-six years.

Q. Are you in a position to state positively that Mr. Richard Taylor has been in the actual possession of the property lying North of the Norfleet Field Branch for a period of not less than twenty-five years.

A. It has been all of twenty or twenty-five years.

Q. When Mr. Richard Taylor first went to this property what was its condition. Was it cleared, open field?

A. There was a little field 10, 15, or may be 20 acres cleared land.

- Q. To what extent has the arable land been increased? *Twenty*
- A. I could not tell you, I have not seen the place in ~~twenty~~ years. Yes, I have seen it, since then. I have seen it immediately after the Gay Mfg. Co., cut their timber the last time. I was travelling through a woods path and got lost.
- Q. Was Mr. Richard Taylor living there when you last saw it?
- A. Yes sir.
- Q. Is he living there now?
- A. Yes sir, as far as I know. I have heard no talk of his moving.
- Q. Since he first moved there, has his possession and occupancy been continuous up until the present time?
- A. Yes sir. I think so. I have not heard any thing against him, so far as I know.
- Q. Since Mr. Richard Taylor first moved there, as you first stated, twenty-five or twenty-six years ago, has any one occupied, used, or encroached upon the property lying North of the Norfleet Field Branch?
- A. No, not as I know of.
- Q. Did you ever hear Mr. Richard Taylor state whether or not he owned this property?
- (Question objected to as hear-say. If he owned it the record would be the best testimony.)
- A. No sir, I have not.
- Q. Have you ever heard Mr. Kader Taylor say any thing about it?
- A. No, I have not.
- Q. Do you know whether or not, since Mr. Richard Taylor first took possession of the property in question, he has exercised the usual acts of ownership over both the tenable land and the wood-land, such as cutting timber, clearing the lands, and erecting buildings?
- A. Yes sir, he went right in the woods and did his building.
- Q. Do you know of your own knowledge that Mr. Richard Taylor built the buildings that are on that property?
- A. Yes sir.

- Q. The if Mr. Kader Taylor and his wife, in their answer, have stated that there was a house on the property at the time Mr. Richard Taylor went there to live, would that be true or not?
- A. There might have been an old house up there on the cleared land, but whether it has fallen down, I do not know. The buildings where Richard Taylor now lives in, he built.
- Q. In the community around and in which the property now claimed by Mr. Richard Taylor is ~~now~~ located, who is and has been since its first occupancy, been reputed to be the owner?
- A. I have always heard that Mr. Richard Taylor had bought and built there and owned it up to the present.
- Q. Have you ever heard of Mr. Richard Taylor renting the property either for money or for part of the crop from Mr. Kader Taylor.
- A. No sir.
- Q. Have you ever heard up until recently that the property was claimed or owned by Mr. Kader Taylor?
- A. No sir. Not until the last three or four months.
- (All the foregoing questions objected to as leading.)
- Q. Do you know any thing regarding the sale of timber by either Mr. Kader or Richard Taylor to the Gay Mfg. Co., during the year 1886.
- A. No sir.

Cross-Examined.

- Q. Mr. Wiggins, I understood you to say that you lived about seven miles from this land?
- A. Yes sir.
- Q. I understand you to say that you have been there only once in the last ^{several} twenty years and that was on one occasion, when you lost your way and did not go to the house then?
- A. Yes sir.
- Q. Then, you do not know any thing whatever of your own knowledge of a line beginning at a slipped Rosemary Pine and running West to the Corapeake Swamp.

A. No sir.

Q. And you do not know any thing of a bushed line running along the same direction?

A. Yes sir, the time I got lost there was a wagon way right down by the branch and I saw the sliped line.

Q. About how long was this?

A. I think it has been close on three years ago.

Q. And I understand you to say that you have neither heard Mr. Richard Taylor nor Mr. Kader Taylor make any statements about this line?

A. No, I have not.

Q. Then, any thing you may have heard in reference to who actually occupied it, was a matter of rumor or neighborhood talk?

A. Yes sir.

Q. Do you know whether Mr. Richard Taylor has ever, at any time, moved from that place during these twenty years?

A. Not to my knowing.

Q. Do you know how often during these twenty years Mr. Kader Taylor has crossed that branch and taken straw for his own use from this land, from what may be determined the Richard Taylor land?

A. No sir, I have never seen him. I did not know any thing about it.

Q. Do you know how often Kader Taylor cut fence rails from this tract of land?

A. No sir.

Q. Do you know how often he has taken other material from this tract of land?

A. No sir, I do not.

Q. Do you know who held the deed for this tract of land?

A. No sir, I do not.

Q. Do you know whether Richard Taylor ever had a deed for this tract of land?

A. No sir, I do not know.

Q. Do you know whether Richard Taylor as ever been assessed with or

paid one cents worth of taxes on any land during the last twenty years?

A. No sir, I cannot say as I have.

Q. Do you know any thing whatever ~~of any thing whatever~~ of any ^{division} addition ~~at~~ line that was made by Richard Taylor and Kader Taylor ?

A. No sir.

Q. I understood you to say that when you first knew of this land on ~~Wh~~Richard Taylor now resides to the best of your judgment, it contained about twenty acres of cleared land.

A. There was 10 or 15, probably there might have been 20.

Q. Do you know of your own knowledge to-day whether Richard Taylor owns a single acre of land?

A. I certainly do not, sir.

Q. Can you tell me any person, who has ever told you that he did?

A. Yes sir, Billie Johnson's wife, Richard Taylor's niece, told me that Richard Taylor bought this piece of land and built on it.

Q. Did you ever hear any body else make a similar statement.

A. No sir.

Q. Do you know any thing how much Mrs. Kader Taylor or Mrs. Martha Taylor, paid to put up a building on the tract of land which Richard Taylor now occupies?

A. No sir, I do not.

Q. You say that Richard Taylor built the dwelling in which he lives now?

A. yes sir.

Q. How do you know this?

A. Nothing more than rumor. What I heard people talking.

Q. You never saw him build a dwelling there did you?

A. No sir.

Q. Do you know who furnished the timber or lumber?

A. No sir, that I do not.

Q. Do you know who paid the carpenters who put it up?

A. No sir.

Q. Then, Mr. Wiggins, I gather from your testimony which seems to be fair that about all you know about this case is that you have heard it said in the community that Richard Taylor owned the piece of land that he now lives on and whether that statement is true or not you, of your own knowledge, do not know?

A. Do not know, sir.

Further this deponent saith not.

The witness, Robert Brinkley, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name, Robert Brinkley, age 40 years, residence, Gates County, N. C. and occupation farmer.

Q. Mr. Brinkley how long have you lived in the community of Mr. Richard Taylor and Kader Taylor?

A. I do not know sir, exactly. It has been about fifteen or sixteen years.

Q. During that time, and during such other time as you may have been familiar and known the community, who has been reputed in that vicinity to be the owner of the old Kader Taylor tract of land?

A. So far as I know about it, Mr. Richard Taylor's was his and Mr. Kader Taylor's belonged to him.

Q. Did you know whether or not the community generally and practically as a whole understood that to be a fact?

A. I do not know, sir.

Q. Did you know of this community previous to the time you moved there?

A. No sir.

Q. How long has Mr. Richard Taylor been in the actual possession of the property, lying North of the Norfleet Field Branch?

A. I do not know sir. He was there when I moved there on that road.

Q. Has he or not been in the actual, continuous, and uninterrupted possession since you have lived on that road?

A. He has.

Q. Has Mr. Richard Taylor's possession of the property in question during this time been open, and visible, and notorious to any one who chose to investigate it?

A. I do not know.

Q. You, probably, do not understand my question. Has his possession been visible and open to the public, so that it could be readily discovered and has the public generally understood that he was

occupying the property?

A. Yes sir, so far as I know.

Q. Has any body, during the period of fifteen or sixteen years, mentioned by you, lived on the premises North of the Norfleet Field Branch jointly with Mr. Richard Taylor, that is, whether his possession has been exclusive.

A. Yes sir.

Q. Do you know whether or not Mr. Richard Taylor, has during this time, been claiming the property North of the Norfleet Field Branch.

A. No sir.

Q. Do you mean that you have never heard him say that it belonged to him?

A. Of course, I have heard him speak that it belonged to him, that he claimed it.

Q. Has he, during the period mentioned by you and since you have known the premises exercised acts of ownership such as mauling rails, cutting timber, clearing of land, and erecting or repairing buildings

A. Yes sir.

Q. Have you ever heard Mr. Kader Taylor say any thing in regard to Mr. Richard Taylor's property or the property which he occupied on the North of the Norfleet Field Branch?

A. No sir.

Q. Do you know whether or not Mr. Richard Taylor has used the timber located on the property North of the Norfleet Field Branch as he felt disposed, selling it to any one he saw fit.

A. No sir.

Q. I suppose from that remark that you have never bought any trees from him?

A. No sir.

Q. Have you ever attempted to buy any timber or trees from either Mr. Kader Taylor or Mr. Richard Taylor?

A. Yes sir, I went to Mr. Kader Taylor to buy a set of Cypress poles to build a little small house about 10 X 12 and he said, you know,

that he had sold right smart, and I would probably have to tote them, if I got them out and I said I believed I would go and see Mr. Dick Taylor and see if I could buy them from him and all he said to me " well, I reckon you can buy a set from him".

Q. Did you go to see Mr. Richard Taylor?

A. Yes sir, I went over there.

Q. Did you buy the poles?

A. No sir.

Q. State why.

A. I got out of notion. I went back home and then did not buy them.

Q. Did Mr. Kader Taylor say that he reckon you could buy a set of poles from Richard?

A. No sir, he did not.

Q. Did you ever hear of Mr. Richard Taylor having to pay Mr. Kader Taylor any money either as rent or a part of the crop?

A. No sir.

Q. You know every farm around you, which is a rented farm do you not?

A. Yes sir.

Q. When did you first hear that Mr. Kader Taylor was claiming the land on which Mr. Richard Taylor now resides?

A. About two or three months ago.

Q. Did you ever know of Mr. Kader Taylor taking straw, light-wood, wood mould, or timber from the property of Mr. Richard Taylor, without Mr. Richard Taylor's consent?

A. No sir.

Q. Do you know of any line dividing the line of Mr. Kader and Mr. Richard Taylor?

A. No sir.

Q. Do you or not know what property was excepted by Mr. Kader Taylor in his recent deed to the Gay Mfg. Co.

A. No sir.

Q. Do you or not know where the five acres is located to which the deed in question referred.

A. No sir.

Q. Have you ever heard Mr. Richard Taylor acknowledge, either in your presence, or your presence with others, that he had no right in the land and that he expected to leave it?

A. No sir.

Cross-Examined.

Q. Do you know how Mr. Kader Taylor got title to his land?

A. No sir.

Q. Do you know whether Mr. Richard Taylor ^{has} any title whatever to any land?

A. No sir.

Q. I understand you to say that you have never heard their respective ownerships discussed in the community or talked about?

A. No sir, I do not.

Q. Do you know who built the house in which Richard Taylor now lives?

Do you know any thing, Mr. Brinkley, about the private business relations of Richard Taylor and Kader Taylor?

A. Nothing in the world, except what he said about the poles.

Q. Then you do not know, of your own knowledge, whether Kader Taylor rented that little tract of land to Richard Taylor or not?

A. No sir.

Q. And you do not know, of your own knowledge, whether Mr. Kader Taylor has exercised the right whenever he felt like it to go on that land to get straw, rails, or other material, do you?

A. No sir.

Q. Then, as a matter of fact, you do not know whether Richard Taylor's occupancy of the land has been exclusive or not?

A. I do not.

Q. You do not know, you say, whether Richard ever paid any rent or not?

A. I do not.

Q. Do you know who has paid taxes on any of that land for the last twenty years?

A. I do not.

Q. Then, as a matter of fact, Mr. Brinkley, you do not know and cannot undertake to tell the Court any thing as to whether this land or any part of it belongs to Mr. Richard Taylor or not?

A. No, I certainly cannot.

Q. All you do know is that for some time past, Mr. Richard Taylor has been living in a little house in a small field on a part of that land?

A. Yes sir, I know he has been living on that land.

Q. Whether he lived there as rentor or as owner you do not know?

A. No sir.

Q. You say you live something like one mile from the place?

A. Yes, about one mile.

Further this deponent saith not.

The witness, Jet Brinkley, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name, Jet Brinkley, age 40 years, residence Gates County, N: C., and occupation farmer.

Q. How long have you known Mr. Richard Taylor?

A. I have been knowing him 15 or 18 years ago.

Q. Where has he been living during this time?

A. Where he is living now.

Q. Has he, during this time, lived any where else?

A. No sir.

Q. Has he been in the actual possession to your knowledge for 15 or 18 years.

A. yes sir.

Q. Has his possession been open, visible, and notorious?

A. Yes sir.

Q. Has he or not been occupying that land exclusively, that is, by himself?

A. Yes sir, so far as it appeared.

Q. Has or has not his possession of the property during the time mentioned by you seemed as rightful as the majority of people who own land?

A. I was thinking all the time that it was his place up until the last two or three months.

Q. Then, I understand from you that you have never heard any question as to his owning it up until the last two or three months?

A. Yes sir, I was sure it was his.

Q. Has his possession appeared to be of such a nature that he would have had a right to have defied other people from encroaching on it?

A. Yes sir.

Q. Have you ever heard Mr. Richard Taylor state whether or not he claimed or owned the property North of the Norfleet Field Branch?

A. No sir. All I knew I thought it was his wholly and solely.

- Q. Have you ever heard Mr. Kader Taylor say any thing which would lead you to believe that the property North of the Norfleet Field Branch belonged to Mr. Richard Taylor?
- A. No sir. All that I know about it I went there to Kader Taylor to buy a set of poles and bought a set from Mr. Kader Taylor and paid him for them and he told me not to go over on his brother Dick's, not to go too far that way, meaning North.
- Q. When he stated that to you, where did he understand you were going to cut the poles?
- A. He understood that I was going to cut them between the Norfleet Field Branch and the County Road which runs in front of his house.
- Q. For the 18 or 19 years that you have known Mr. Richard Taylor has his acts of ownership over the property North of the Norfleet Field Branch or not been of such a nature as is usually with a man who actually owns a piece of real estate and has he exercised these acts of ownership by clearing of lands, mauling rails, erecting buildings etc.
- A. No sir, I do not know.
- Q. In the community around which is located this property who has been generally understood or reputed to own this property North of the Norfleet Field Branch?
- A. I always thought Mr. Richard Taylor wholly and solely. I never heard a greal deal about it until this suit started up.
- Q. What have you heard the people generally say since they have been talking about this suit as to who they regarded as the owner of the property across the Norfleet Field Branch?
- A. All I know is what I just told you. I was surprised when I heard that there was any question but that the property nelonged to Mr. Richard Taylor.
- Q. Did you ever hear that Mr. Richard Taylor was renting the property either for a portion of the crop or money.
- A. No sir, I never heard that.
- Q. Have you ever heard of Mr. ^{Kader} Richard Taylor exercising acts of ownership over the property of any kind?

A. No sir.

Q. Have you ever heard of Mr. Kader Taylor going over on Mr. Richard Taylor's property and cutting timber or grubbing, or mauling rails?

A. No sir, I have not.

Q. Do you know any thing about the line which existed between Mr. Richard and Mr. Kader Taylor?

A. No sir, I do not?

Q. Do you know of the five acres of land which Mr. Kader Taylor reserved when he sold the timber the last time to the Gay Mfg. Co?

A. No sir, I do not.

Q. Have you ever known or heard of Mr. Richard Taylor having acknowledged either in your presence, or in the presence of others that he had no right to the land and expected to leave it?

A. No sir.

Cross-Examined.

Q. Mr. Brinkley, how far do you now reside from the land in question?

A. I reckon, it is about a mile and a half or a mile three-quarters.

Q. How long have you lived there?

A. About twelve years.

Q. During this time when you saw and knew that Mr. Richard Taylor was occupying the building on a part of that land and for that reason you reached the conclusion that the land belonged to him, and it is a fact that that was the only reason you had for so thinking?

A. Yes sir, that is a fact.

Q. You do not know any thing whatever about his title to the land, do you?

A. No sir.

Q. You do not know whether he has any deed for any part of it?

A. No sir.

Q. You do ^{not} know whether he has ever paid one penny for the purchase money?

A. No sir.

Q. You have never heard either one of the Taylor's say this, Kader or Richard?

A. No sir.

Q. Do you know any thing about the private business relations, existing between Kader and Richard Taylor?

A. No sir.

Q. You do not know, of your own knowledge, whether Richard Taylor was occupying that land as a fee simple owner or as rentor?

A. I thought and was sure that the place belonged to him all the time.

Q. Why did you think this?

A. Of course, when a man stays at a place so long and I went over there to buy the poles and Mr. Kader Taylor told me not to go over the line, I, of course, thought it was his.

Q. Suppose it was shown as a matter of fact that Kader Taylor has paid for the land and had a deed for it and that it did not appear that Richard Taylor has ever paid any thing and did not have a deed for it, what would you then say of it?

A. I do not know, sir.

(Question objected to as being judicial in its nature and irrelevant to the case.)

Q. I have heard you say twice during this examination that you knew nothing about any lines between them?

A. No sir, I know nothing about the lines.

Q. You never saw them make any line between them, did you?

A. No sir.

Q. Did you ever buy any poles from Richard Taylor?

A. No sir.

Q. When you bought the poles from Kader Taylor, did you get them on the North or on the South side of the County road?

A. I got them on the North side of the road, between the road and the Norfleet Field Branch.

Q. Then, if it should be true, that Kader Taylor had ever agreed that Richard Taylor might have a part of the land, which was conveyed to Kader Taylor, do you know whether Richard Taylor has ever paid for it or not?

A. No sir, I do not. I just knew it was generally thought to be his. At the time I went there to get the poles, I was told not to go over there and I could not help thinking it was Richard's.

Q. Do you know whether Kader Taylor has ever gone over on across the the Norfleet Field Branch to get straw, or wood, or rails?

A. No sir.

Q. You have never busied yourself about affairs of that kind of your neighbors, have you?

A. No sir.

Q. If he were to say he had done this, you could not say his statement was untrue, could you?

A. I do not know sir, about that.

Q. You do say that you do not know whether he went over there or not?

A. I do not.

Q. Then I ask you this question, if Kader Taylor were to say that he did go over there when he felt like it to get straw, could you say that he did not go?

A. No sir.

(Question objected to as judicial in its nature and irrelevant to the case.)

Q. Do you know who has paid taxes on this land for the last twenty years?

A. No sir. I thought Mr. Richard Taylor was paying it all the time.

Q. If you had known that Kader Taylor bought the land and paid for it and had paid taxes on it every year since then, that would have changed your opinion would it not?

(Question objected to as judicial and irrelevant.)

A. If I knew it, then, of course.

Re-Direct-Examination.

Q. You have been asked by opposing counsel whether or not you were familiar with the private business relations of Messrs. Richard and Kader Taylor to which answer you have replied that you were not. Is it or not true that the land in your community which is rented is generally understood by the public to be rented land?

(Question objected to because it is not in relation to any new matter brought out on cross-examination, second, because the same question was answered by counsel for the plaintiff on direct-examination, and third, because it is totally irrelevant.)

A. Yes sir.

Q. In reply to a question asked you by opposing counsel, you stated that you knew nothing of the line between Messrs. Richard and Kader Taylor. Is it or not true that they instructed you not to get over Richard Taylor's line, indicating to you some where about where the line was?

A. Yes sir, said there were plenty of poles where I got my poles and told me not to go too far towards his brother's.

Further this deponent saith not.

The witness, Luke Raby, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name Luke Raby, age 65 years, residence Nansemond County, and occupation farmer.

Q. Mr. Raby, what do you know shedding light on the question whether or not Mr. Richard Taylor owns the property now occupied by him and situated ~~near the~~ North of the Norfleet Field Branch.

A. I do not know whether or not he owns it. I knew that he lived there and hired me to work there during the crop season. I never heard neither him nor his brother say who owned the land. I heard his brother, Mr. Sam Taylor, say that he sold his right out to his brother, Richard Taylor. That is all I know.

Q. Do you know any thing about how long Mr. Richard Taylor has been there?

A. I guess he has been there about twenty-five years.

Q. Has he been in the actual or interrupted possession during this time ?

A. No sir, he has never moved any where since he left the old place where he was raised.

Q. Has he been in continuous, open, visible, and notorious possession?

A. I do not know.

Q. I mean by open, visible, and notorious, I mean has he been in a position so that it would readily be known by the public at large and has this possession been of such a nature that the public knew it?

A. Yes sir.

Q. Has he or not been in such possession of this property as would indicate his holding of the same to the exclusion of the rights of any one else?

A. Yes sir, so far as I know.

Q. How close to this property do you live?

A. About two miles.

- Q. Generally among your neighbors and the neighbors of Mr. Richard Taylor and Kader Taylor who has been supposed or reputed to own the property North of the Norfleet Field Branch?
- A. Mr. Richard Taylor.
- Q. Have you or not heard people refer to it in that way?
- A. I never heard any one refer to it at all.
- Q. Do you know whether or not Mr. Richard Taylor, has, during the period of years mentioned by you, exercised the customary acts of ownership on the property North of the Norfleet Field Branch?
- A. No sir.
- Q. I mean by this has Mr. Richard Taylor been accustomed to cutting timber, mauling rails, erecting buildings?
- A. I certainly think he has. I have seen him mauling rails and I know of him having cut poles to build him some out-houses.
- Q. Have you heard of Mr. Kader Taylor exercising any such ownership over the property of Mr. Richard Taylor?
- A. No sir.
- Q. Do you know any thing about the five acres of land excepted in the Gay Mfg. Company deed and which was not cut by them?
- A. No sir.
- Q. Do you know who built the house or houses, where Mr. Richard Taylor now lives?
- A. I knew that Mr. Sam Taylor, and him, and a colored man by the name of Jim Riddick put the buildings up, but who paid for it, I do not know.
- Q. Is it or not true that in the community around which is located this property, that when a piece of property is being rented, it generally becomes known to the public?
- A. Yes sir, occasionally you hear of such and such a one renting, but I never heard of that being rented.
- Q. Did you ever hear of Mr. Richard Taylor having rented this property either for money or for a part of the crop?
- A. No sir, I did not.

Q. Do you know anything regarding the line between these parties?

A. No sir.

Q. Did you ever hear of Mr. Richard Taylor having admitted, in your presence, or in the presence of others, that he did not have any right to the land and expected to leave it?

A. No sir.

Q. Do you know any thing of the condition of the property now occupied by Mr. Richard Taylor when he first went there, what it consisted of?

A. No sir.

Q. Do you know whether or not he has cleared any land there?

A. He has cleared a small piece of it and I grubbed it and Mr. Richard Taylor paid me for grubbing it.

Cross-Examined.

Q. How much was in that small piece?

A. About two squares and that would be less than an acre.

Q. Do you know Mr. Raby, who holds the deed for any of this Taylor land?

A. So far as I know Mr. ^{Richard} ~~Kader~~ Taylor holds it.

(Question objected to, the record being the best evidence.)

Q. Do you know whether or not Mr. Richard Taylor holds a deed for any land?

A. I never heard of it.

Q. Do you know whether Mr. Richard Taylor has ever paid any money for any of this land?

A. I do not.

Q. Even, if it were true that Kader Taylor had agreed to let Richard Taylor take a part of this land, can you say whether Richard Taylor has ever entitled himself to a deed by paying the purchase money?

A. I cannot.

Q. Do you know any thing of the private business relations of these two brothers.

A. None at all.

Q. You do not know whether Mr. Richard Taylor occupied that land as fee simple owner, or whether he occupied it as rentor, or whether he occupied it under a contract to pay for it?

A. I do not.

Q. You thought from what you had heard that he had contracted to pay for it and you did not know whether he did or not?

A. No sir.

Q. And you know nothing whatever about the line?

A. No sir.

Q. Can you say whether or not Mr. Kader Taylor has been forbidden by Mr. Richard Taylor to go on that land and take straw, light-wood, wood-mould?

A. No sir.

Q. As a matter of fact you have never heard the title to these tracts of land of these two gentlemen in this community discussed?

A. No sir, not before the commencement of this suit.

Q. Do you know who brought this suit?

A. I do not.

Q. Do you know who paid taxes on the land?

A. I have heard that Mr. Kader Taylor paid it. Mr. Richard Taylor did not pay it because he did not have a deed and could not pay for it until he got a deed.

Q. Do you know how Mr. Kader Taylor got a deed?

A. No sir, I do not.

Re-Direct-Examination.

Q. Do you know whether or not Mr. Richard Taylor cleared any other land except that you have referred to?

A. I do not know.

Q. You stated in reply to a question from Judge Rawles that you understood Mr. Richard Taylor had contracted to pay for the land, do you mean by that that he had just agreed to pay for it and had

not paid for it?

A. I heard that he bought it with the expectation of paying for it or had paid for it, I do not know which, but his brother, Sam, told me he had sold him his right in the place and had paid him for it.

Further this deponent saith not.

The witness, C. Frank Rountree, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name, C. Frank Rountree, age 57 years, residence Nansemond County, and occupation farmer.

Q. Mr. Rountree, do you know what interest Mr. Richard Taylor owned in his father's estate, previous to its sale?

A. No sir, I could not tell you.

Q. Do you know whether or not he owned any interest other than his own?

A. Only what his brother, Sam, told me. He has now been dead two or three years. Sam owned a part in that tract of land, I suppose and he got indebted to Richard and one day Sam told me that he had sold his part out to Richard.

(The above answer is objected to on the ground that if such asale had been made it would have to have been made by deed and the deed itself would be the best evidence of the sale.)

Q. How far, Mr. Rountree, do you live from the property in question?

A. Probably four or five miles.

Q. Who, inthe community where the property is located, has been reputed to own the property North of the Norfleet Field Branch?

A. I could not tell you any thing about the branch or the property. I only thought that Mr. Richard Taylor had a place in there.

Q. Do you feel justified in stating that other people in your community were of your opinion?

A. I could not say.

Q. Have you ever heard Mr. Richard Taylor state whether or not he owned or claimed the property in question?

A. Yes sir. I suppose it has been 12 or 15 years ago, I do not recollect. It has been a good while ago. He came to me and wanted some money. From what I understood about it, the land was to be surveyed or run off and this surveying cost some money, and wanted to know, if this thing did happen, said he and Mr.

Kader Taylor was going to survey off the land and one thing and another and would need some money.

Q. You say this was 12 or 15 years ago?

A. I should say so.

Q. How long would you say approximately if you do not know, that Mr. Richard Taylor had been in possession of it?

A. I could not tell you.

Q. Did you ever hear Mr. Kader Taylor say any thing about the matter?

A. I never did.

Cross-Examined.

Q. I understand you to say that on the occasion 12 or 15 years ago, Mr. Richard Taylor desired to borrow some money, did he get it?

A. No sir.

Q. Do you know whether he ever secured the loan from any other person than you or not.

A. No sir.

Q. Do you know whether he wished to use this money that he wished to borrow or any part of it in paying for his part of the land.

A. I think he told me that he wanted this money to have his property surveyed and get a deed for it and all.

Further this deponent saith not.

The witness, George Wilkins, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name George Wilkins, age 59 years, residence Nansemond County, and occupation farmer.

Q. Mr. Wilkins, how long has Mr. Richard Taylor been in possession of the property they now occupy?

A. Between 24 and 25 years, I think.

Q. Has he actually occupied the property during this term of years?

A. Yes sir, so far as I know.

Q. Has his possession been of such a nature that it could be easily seen, known of, and observed by the public and has it been open, visible and notorious?

A. Yes sir. There has been a path through there ever since I knew it.

Q. Please state whether or not in the vicinity where the land in question is located, has Mr. Richard Taylor been reputed to be the owner of the property North of the Norfleet Field Branch?

A. All that I know the neighborhood has always called it Dick Taylor's place, whether he bought it, paid for it, given to him, I know nothing about it.

Q. You do know, however, that the neighborhood has always called it Dick Taylor's place?

A. Yes sir.

Q. Do you mean by this that you have always heard it referred to by other people as Dick Taylor's place?

A. Yes sir.

Q. Has his possession of this property during the 24 or 25 years mentioned by you been of such a nature as an owner of a piece of property usually exercises?

A. As far as I know.

Q. Would you have been surprised to have known that any one had a right to go upon the property and cut timber and maul rails, or otherwise without Mr. Richard Taylor's consent?

A. Yes sir, I would not have thought they had any right to it.

- Q. In what condition was the property when Mr. Richard Taylor first went there?
- A. There was a small field there.
- Q. To what extent has this field been increased?
- A. I do not know sir, I have not been to the place in five years. I suppose when I first went there was a half an acre or three-quarters of an acre cleared.
- Q. How much appeared to be cleared up when you last saw it?
- A. I suppose as much as 10 or 15 acres.
- Q. Was there any house in the acre or three-quarters of an acre to which you first referred when Mr. Richard Taylor first went there?
- A. Yes sir, there was a crib. He had started to build him a corn-crib and I hope him cover it.
- Q. Do you know who built the building on the property now?
- A. A negro by the name of Jim Riddick.
- Q. Do you know whether Mr. Richard Taylor paid him for building it?
- A. I do not know whether he paid him for all of it or not, but do not know whether he employed him to do it, but I know Mr. Richard Taylor paid him some money. I know that Jim Riddick came to Mr. Richard Taylor's house one Friday evening while Mr. Richard Taylor's house was being built and said to him he would like to get hold of some money and he asked him how much and Riddick replied a dollar or two and Mr. Richard Taylor paid him \$2.50.
- Q. Had Riddick been doing any other work for Mr. Taylor at that time?
- A. Not at that time, as I know of.
- Q. Have you ever heard Mr. Richard Taylor say any thing about the ownership of the property in dispute?
- A. I do not know any thing about the property.
- Q. Have you ever heard Mr. Richard Taylor state that he owned it or claimed it?
- A. He said he claimed it. I have heard him call ^{it} his and call it "my place".
- Q. Did Mr. Richard Taylor use and occupy the premises during the 24 or 25 years to which you have referred exclusively, exercising the

the usual acts of ownership such as clearing land, cutting timber, mauling rails, erecting buildings?

A. Yes sir, I have seen him cut and maul rails and haul dirt and do any thing he wanted to.

Q. Did you ever hear or know of Mr. Kader Taylor exercising acts of ownership over this particular piece of property?

A. No sir.

Q. Did you ever hear that Mr. Richard Taylor was renting that piece of property from Mr. Kader Taylor either for money or for a part of the crop?

A. No sir.

Q. Is it or not true that in the vicinity or community in which you live that the fact of a piece of property being rented, is usually known.

A. I generally know when I rent a place. It is usually known by the people .

Q. Do you know any thing of the line between these two pieces of land?

A. No sir. I do not know any thing about the line.

Q. Do you know any thing about where is located the five acres of land of Mr. Kader Taylor which the Gay Mfg. Co., did not cut?

A. No sir.

Q. Have you ever heard Mr. Richard Taylor say, in your presence, or heard others say that he had said, in their presence, that he had no right to the land and expected to leave it?

A. No sir.

Q. Have you ever worked with Mr. Kader Taylor?

A. Yes sir.

Q. Have you ever heard him say any thing about this property?

A. No sir.

Cross-Examined.

Q. How far do you live from this land?

A. About six miles.

Q. How long have you been living there?

A. Four years.

Q. How far did you live from it before this time?

A. I lived, I have lived in a mile of it, or two miles.

Q. How far did you live from there 20 years ago?

A. I do not remember. I do not think I was living over a mile.
I cannot remember positively.

Q. How far were you living from it when Richard Taylor first went on that land?

A. I was living about three miles from it.

Q. Mr. Jethro Wiggins, a witness for the plaintiff, has stated that about twenty years ago there were about 20 acres cleared in the little field in which Richard Taylor lives, is that true?

A. I do not know.

Q. Did I understand you to say that when Richard Taylor moved there, that there were $3/4$ of an acre only cleared any where over there or did I understand you to say that he cleared about $3/4$ of an acre.

A. You understood me to say that he cleared about $3/4$ of an acre where he built the house. The house was built in the woods.

Q. Then, at that time, there was some other cleared land there?

A. Yes sir.

Q. Do you know how Richard Taylor acquired title to this land?

A. I do not know any thing about it.

Q. Do you know whether he has any title to any of it or not?

A. To say I know, I do not.

Q. Do you know of your own knowledge whether he has ever paid one dollar for any of that land or not?

A. I do not.

Q. Then if he ever bargained to buy a part of it, you cannot say whether or not he entitled himself for a deed by paying for it.

A. I cannot.

Q. Do you know whether he occupied that land as owner in fee simple or rentor or as being there under a contract to buy it?

A. I am not able to say.

Q. All you do know is that 24 years he has resided there?

A. Yes sir.

Q. Do you know whether he has ever paid any taxes on it or not.

A. I do not.

Q. Can you say positively whether, during that time, Kader Taylor has not gone on the land for straw, or rails, or wood and such things, or not?

A. I do not see how I could say it, as I never visited the place.

Q. Then you have told us about all you know about it?

A. Yes sir.

Further this deponent saith now.

The witness, H. A. Dunford, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name, H. A. Dunford, age 62 years, residence Portsmouth Va., and occupation shoe-maker.

Q. Where did you reside before you went to Portsmouth?

A. Within five miles of Cypress Chapel.

Q. How far was your residence from the property occupied by Mr. Richard Taylor?

A. At the time that property was sold I was not more than 2 1/2 miles from it, but I afterwards moved about 4 1/2 miles from there.

Q. Do you re-call about how long ago it has been since the property was sold?

A. Something upwards of 25 years.

Q. Since that time who has actually occupied the property lying North of the Norfleet Field Branch.

A. Dick Taylor.

Q. Has his possession been continuous, and uninterrupted?

A. It certainly has.

Q. Has his possession been open, visible, and notorious, that is, of such a nature that the public could easily have known that he was constantly occupying the property?

A. yes sir.

Q. Has his possession been exclusive, that is, of such a nature as ordinarily would be possessed of a man who had an absolute right to property and a right to require other people to keep off?

A. It certainly seemed so.

Q. Has his possession been hostile, meaning by that word any direct denial of the rights of any one else, provided any one else claimed any interest in it, during this period?

A. He always occupied it and appeared as though he owned it, and always called it his land.

Q. Have you heard him allege that he owned it or not?

A. I have heard him repeatedly say that he owned that land and had paid for it.

Q. To what point did he claim?

A. He claimed the property on the North side of a sliped line near the old cart path. I have been through there fifty times, I reckon.

Q. Do you know who sliped this line?

A. Kader Taylor said him and Dick made that line between them and furthermore he told me that he and Dick bought the land together and Dick was not able to take 1/2 of it and he took what he was able to pay for and he, Kader Taylor, took the balance.

(The above answer is objected to because it contradicts the record.)

Q. Has Mr. Kader Taylor ever told you that Mr. Richard Taylor had paid for his portion and whether or not he was entitled to a deed?

A. No sir, but he told me that before it was fully paid for that he had to hunt up Dick and get some more money to help pay for that land.

Q. I suppose that was before they had finished paying for it?

A. Yes sir, that was directly after they bought it.

Q. Do you know whether or not Mr. Kader Taylor has claimed any interest in the land lying North of the Norfleet Field Branch previous to a very recent date?

A. No sir. He has not, not any further than that line.

Q. And you say he told you that he and Richard Taylor cut that line between them?

A. Between them. near the old cart path to the run of the branch.

Q. Did I further understand you to say that Mr. Kader Taylor told you that he and Richard Taylor bought the property jointly between them?

A. Between them. It was put up on the hammer, that he bid it in, and that Richard was to take a part of it.

Q. Did he state that this was the agreement before the sale?

A. He told me this after the sale.

Q. Did Mr. Kader Taylor ever tell you that he had rented the property to Mr. Richard Taylor?

A. He has never told me any thing like that. Richard Taylor has never rented any property to live on. No sir, he has never rented any house to live in. I will testify to that.

Q. Did you ever hear until very recently of Mr. Kader Taylor having claimed any part of this property North of the Norfleet Field Branch.

A. No sir. I heard once that Richard owed him on it, but I heard since that it had all been paid up.

Q. Did Mr. Kader Taylor tell you whether or not Richard had paid his portion?

A. No sir.

Q. Mr. Kader Taylor states in his answer to the bill in this case that he has always treated the property North of the Norfleet Field Branch as his own, taking therefrom straw, light-wood, wood-mould, etc., without asking the consent of Mr. Richard Taylor?

A. I do not know any thing about that. I have never heard any thing about him taking any thing from it.

Q. Mr. Kader Taylor further states that there was no line ever struck off between him and his brother.

A. I have seen the line.

Q. Do you know any thing about the five acres of land which was excepted in the Gay Mfg. Co. deed?

A. No sir. I do not. That is something I have been unable to get straight.

Q. Did you ever hear Mr. Kader Taylor say any thing about him having to pay \$50.00 surety money for Mr. Richard Taylor to Dr. R. E. Parker?

A. No, I do not.

Q. Did you ever hear Mr. Kader Taylor say any thing about having loaned in 1886 \$190.00 to Mr. Richard Taylor?

A. No sir.

Q. Did you ever hear Mr. Richard Taylor say of having heard of him

say that he had no right to the land and expected to leave it?

A. No sir.

Q. Do you know who sold the timber on the property which is now occupied by Mr. Richard Taylor and lying North of the Norfleet Field Branch in 1886 to the Gay Mfg. Co?

A. Dick sold it himself, I think. I was not there.

(Question objected to as hear-say.)

Q. Did you hear Mr. Kader Taylor or Mr. Richard Taylor say any thing about this?

A. No sir, they never talked to me any thing about the timber.

Q. Do you know any thing whether or not Mr. Richard Taylor or Mr. Kader Taylor or both of them together borrowed any money from Dr. R. E. Parker, to pay for this property?

A. No sir, I do not.

Q. Do I understand from your testimony that Mr. Richard Taylor ever since the sale of his father's property, has been in possession of the tenable land and wood-land located North of the Norfleet Field Branch with full knowledge to Mr. Kader Taylor and that Mr. Kader Taylor during all that while, has known that Mr. Richard Taylor claimed to own it?

A. Mr. Richard Taylor has claimed it all the while and Mr. Kader Taylor ought to have known it.

Q. Do you think he knew it?

A. I do not know it, but I think mighty strong.

Q. Has Mr. Kader Taylor or either his wife ever made any further statement to you about this matter other than what you have related?

A. No sir, I do not believe that they have.

Q. Have you ever heard Mr. Kader Taylor's wife say any thing about this matter or about Richard Taylor's property or any thing of the kind?

A. I do not know as I have. I think I heard her say that Dick ~~only~~ owned that property one time. I am not positive.

- Q. What did she mean by that and what was the conversation?
- A. I do not know sir, unless she and Dick's wife did not like one another.
- Q. Is it or not a fact that the wives of Mr. Kader Taylor and Richard Taylor have not been on good terms for a number of years?
- A. I do not know, sir, but I have heard that they did not like one another none the best. I do not know it to be so.
- Q. Did I understand you to say that Kader Taylor told you that Richard Taylor had paid for his portion of the land?
- A. I heard Mr. Kader Taylor say that Richard Taylor turned in two shares of the land towards paying for it.
- Q. Which shares were these?
- A. They were Sam Taylor's and Dick's own.
- Q. Do you know, as a fact, whether or not Richard Taylor owned Sam Taylor's interest?
- A. He certainly owned it, because Sam Taylor owed him enough money for him to own it. Sam told me that he owed Richard about \$50.00.
- Q. Did you ever hear Mr. Richard Taylor say any thing about this?
- A. No sir, but he always claimed it.
- Q. Do you know who erected the buildings now occupied by Mr. Richard Taylor?
- A. Yes sir, a colored man by the name of Jim Riddick. George Wilkins cleared up the land on which the house was built and I built the stair-way in the house.
- Q. Who paid for this work?
- A. Mr. Richard Taylor paid me.
- Q. Is it or not probable that if this land had been rented to Mr. Richard Taylor, with your close association both with him and Mr. Kader Taylor, that you would have known something about it?
- A. Of course I would. I am always inquiring about renting to see where I can rent the cheapest.

Cross-Examined.

Q. How long have you been moved away from Nansemond County?

A. About seventeen months.

Q. You know intimately the business relations of Mr. Kader Taylor, do you not?

A. I used to know some. I have not been up there lately.

Q. If he brought a load of potatoes to Suffolk, you would have known just what he got for them?

A. If I had bought them I would.

(Question objected to as irrelevant.)

Q. You say if appeared to you that Richard Taylor had bought the land, had paid for it, and had a deed for it. If the records should show that he had not bought it, that he had not paid for it, and did not have a deed for it, how would you reconcile that fact with your statement?

(Question objected to as argumentative.)

A. Many a thing has been bought and not owned then.

Q. You say you heard Richard Taylor say he owned this land and that he had paid for it, when and where did he say this?

A. I have heard him say this 20 years ago nearly. It has been eighteen years ago.

Q. Where was he?

A. He was at home.

Q. Who was present?

A. No one but his little children and wife.

Q. Did he not also tell you that he had a deed for it?

A. I raised it. I said Dick have you got a right to this land? He said I ought to have, I paid for it.

Q. Now you remember right good and see if you can think that he told you that he did have a deed for it.

A. I do not think I asked him that, if he had a deed for it.

Q. Did not you ask him to show you the deed for it?

A. No sir. I did not have any right to ask it. I was not so

inquisitive about it.

Q. You had the same right to ask him about a deed as you had to ask him about the title?

A. I do not doubt it, sir, but I was not so particular about that. I was kinder joking.

Q. Do you know whether he ever did have a deed for it or not?

A. No sir, I do not.

Q. Do you know, as a matter of fact, that Kader Taylor had a deed for all of this land?

A. Well, they ought to have two deeds from the right of the thing.

Q. You were here at the auction sale, when the land was struck off, were you not?

A. I was at the Courthouse ~~door~~, but I was a witness on a horse trading case and never saw it sold.

Q. You know that Dick came down and helped buy the land?

A. I do not know any more than that Kader bid it off and was to divide it with Richard Taylor.

Q. Was not that with the understanding that Dick was to pay for his part of it?

A. Yes sir, he was to pay for his part of it.

Q. You were present the day that he paid for his part of it and witnessed the receipt did you not?

A. I was not present. I heard Mr. Kader Taylor say that much, that Richard Taylor paid two shares on it.

Q. When did Kader Taylor tell you that he and Richard Taylor made a line between them?

A. I travelled through the cart path and saw them when they finished cutting it out. I asked them what did that mean. They said "just to see how far Dick is to go and I to go".

Q. They were chopping the trees, were they not?

A. They were kinder slipping them, they were through when I came up.

Q. Were they breaking bushes?

A. No sir, I did not see them.

Q. About what year was this?

A. I do not know. I did not pay any attention, but it has been some time ago.

Q. Was it summer or winter?

A. It was in the spring.

Q. Was it morning or evening?

A. In the evening.

Q. Who was present?

A. No one but the two men.

Q. Did they both have axes.

A. Both had axes.

Q. Was that before or after the sale?

A. After the sale.

Q. You say you know that Richard never rented any land?

A. No sir.

Q. If he had made a bargain to rent this land from Kader Taylor and you had been four miles away, when the bargain was made, you, would have known all about it, of course?

A. I used to be going through there so often. It would be a kind of path way for me.

Q. You are a kind of confidential book-keeper for these two people were you not?

A. No sir.

Q. Every night when you passed through each one of them would tell you what had taken place during the day?

A. No sir, I did not request it.

Q. How do you know that Kader Taylor never went on this land and got any straw, or light-wood?

A. I do not mean to say that he did not go, but I never saw him go, and that aint all, I never saw any man pillaging except the man that lived on it.

Q. How do you know that Richard Taylor could not pay for 1/2 of the land?

A. Because he was a young lad and he was kind of scarce of money when it was sold.

Q. Do you know, as a matter of fact that he has never paid for any of

it?

A. Well, what has he done with his money, I wonder. No sir, I do not know.

Q. Have you not heard Richard Taylor say that he was paying the taxes on his part of the property each year?

A. No sir. I have not heard him say that.

Q. Why did he not tell you that?

A. I do not know sir.

Q. If it was his land as you seem to be so sure it was, ought he not to have paid taxes on it?

A. He certainly should and I thought so until I heard he had not.

Q. What did you think when you heard that he wont?

A. I do not know. I did not think much about it. I thought every body knew their business and I tried to know mine as good as I could.

Q. Now Mr. Dunford, you have said that you heard Mrs. Kader Taylor say that Dick owned that property once?

A. No sir, I said that I heard her say that he should never own it.

Q. When did you hear her say this.

A. It was one Sunday when I was passing through there.

Q. Who was present when she made this remark?

A. No one present.

Q. Was that before or since you moved to Portsmouth?

A. That was a long time before I moved to Portsmouth.

Q. Why, there was no controversy about the land a long time ago, was there?

A. There has been a controversy about it a long time.

Q. Several witnesses for the plaintiff who live in the immediate neighborhood have just testified that they never heard the ownership of these tracts of land discussed or disputed until this suit was brought a few months ago, how do you reconcile their statements with yours?

A. I did not happen to exactly understand it like them and they did not exactly understand it like me.

Q. Were you in the house when Mrs. Taylor made this statement?

A. I was in the piazza.

Q. Was it winter or summer?

A. It was summer.

Q. Was it morning or evening?

A. About 10 or 11 o'clock.

Q. Where had you come from that morning and where were you going?

A. I was going home. I was from old man Vann's.

Q. Were you riding or walking?

A. Foot.

Q. And you stopped there just to discuss this land question, with Mrs. Taylor.

A. No sir, I just stopped there to talk and ask how the people were and talk a little while.

Q. And at that time several years ago, when there was not a word said in the community to the discussion over this land, she made her business to say that Richard Taylor should never have it?

A. I do not know whether she made it her business or not. She was running on talking and did not seem to be mad at all. I did not suppose she meant any harm about it.

Q. What other subjects did you discuss that morning?

A. I do not remember any other subject except crops and the like.

Q. What brought up the subject of the Richard Taylor land?

A. I do not exactly know now.

Re-Direct-Examination.

Q. You stated on cross-examination "Many a thing has been bought and not owned then". What did you mean by this?

A. I have often paid a man and not taken any receipt having good faith in him, and he died or probably go away and I lose my money and have to pay it over.

Q. What relation are you to Mr. Kader Taylor?

A. Not a bit.

Q. Is it or not true that you married his sister.

A. I married his sister all right.

Q. That being true, were you or not in a position to discuss matters freely with him at all times?

A. Of course, sir.

Q. Did I understand you to say that it was just after the sale that you came down the woods path and met Mr. Richard and Kader Taylor just as they had finished cutting trees?

A. Yes sir, slipping a line.

Further this deponent saith not.

The witness, M. E. Gay, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name is M. E. Gay, age 48 years, residence Suffolk, Va., and occupation lumberman.

Q. Please state what you may know regarding the sale by either Mr. Richard or Mr. Kader Taylor of their timber to the Gay Manufacturing Co., several years ago?

A. In 1886 I was scaler for the Gay Mfg. Co., and scaled all the logs for them on each of these gentlemen's tracts of land, and made monthly reports to the company, each mans timber having ^{been} reported separately.

Cross-examined.

Q. Where did you actually do the scaling or measuring of these logs?

A. Done it on the skidways near the land we were cutting which was located on the Norman Brinkley land.

Q. Do you know any thing about the title of either Richard Taylor or Kader Taylor to any land?

A. Nothing at all.

Q. Do you know any thing of any letters or contracts between them in regard to the land?

A. No sir.

Q. Do you know why or by what authority Richard Taylor claimed any logs as his own?

A. I only think I know. I was ordered by the Company to report the logs of the two men separately.

Q. Do you know why you were ordered to report them separately?

A. I do not.

Further this deponent saith not.

The witness, Richard A. Baines, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name Richard A. Baines, age 48 years, residence asuffolk, va., and occupation timber-buyer.

Q. Please state whether you bought and if so, for whom and when, the timber of Mr. Kader Taylor?

A. I bought it about three years ago for the Gay Manufacturing Company.

Q. Please state the lines by which the purchase was designated on the North?

A. I bought commencing at a Rosemary Pine situated on the Gay Company's line, down what, I think, was the Norfleet Field Branch to the Corapeake Swamp. Mr. Kader Taylor took me down this line to the swamp.

Q. Was this Northern boundary line designated in any other way?

A. Down the Branch on this line, there was two or three slipped pines and Mr. Kader Taylor broke bushes and ^{slipped} ~~sawed~~ some more trees later on.

Q. Do I understand that there was only two or three trees on this line slipped?

A. There may have been others, I noticed two or three after leaving the Rosemary Pine, which was a chopped pine on the Gay Company's line.

Q. Was any remark made to you either by Mr. Richard or Mr. Kader Taylor which indicated to you the ownership on the North side of this line?

A. I asked Mr. Kader Taylor why not sell me the timber across the line, he said he would not sell it to me then, but he would see his brother and talk to him and would let me know then.

Q. Did you hear any remarks from Mr. Richard Taylor?

A. I went over to the swamp to see Mr. Richard Taylor and he said he would not sell it to me then, because he had no deed at that time. He said he would try to get it straight and sell it to me later on

or before we came out of there.

Q. From your conversation both with Mr. Richard and Mr. Kader Taylor what did you understand from the first to last as to the ownership of the property on the North of the Norfleet Field Branch?

A. I thought Mr. Kader Taylor was going to give Mr. Richard Taylor a deed.

Q. Do you mean this was the impression made on you from each of the men?

(The above question is excepted to as witness can only testify as to facts and not the impressions made on him. The Court will draw the proper conclusions from the facts stated.)

A. Yes sir, by Mr. Kader Taylor having told me that he had just got a deed, but that he had not "as yet" passed a deed to his brother.

Q. In the deed which Mr. Kader Taylor and wife made to the Gay Mfg. Co. five acres of land was excepted, please state where this five acres of land lay.

A. It lay on the South-east corner of the farm in the rear of the house in which Mr. Kader Taylor resides.

Q. In the deed which was given to the Gay Mfg. Co., the language used in excepting this said five acres indicates that it lies on the South-west of "the filed and across a foot-bridge and beginning at a reed bottom and starting at a slipped Rosemary Pine, and running down the Norfleet Field Branch to the Corapeake Swamp;" is this a proper description of the five acres of land?

A. I think that description was mixed.

Q. How do you account for this language in this deed?

A. Mr. Harrell must have gotten the language mixed.

Q. What do you mean by the language being mixed?

A. It ought not to say North side. It ought to say on the South side of the Norfleet Field Branch.

Q. How do you account for the slipped Rosemary Pine, and running down the Norfleet Field Branch to the Corapeake Swamp being used in describing the five acres?

- A. I do not know unless it was intended to divide these two tracts of land and to show the line to which we bought.
- Q. From what you have said, do I understand your theory as to the description of the five acres would indicate to you that the description of the line to which you bought, and the description of the five acres excepted, were run together or confused?
- A. They must have been confused.
- Q. Do I understand from your testimony that on the south-east of the Kader Taylor field you did leave five acres not cut, and which was the identical five acres intended to be excepted in the deed to the Gay Mfg. Co?
- A. Yes sir.
- Q. Is there a reed bottom or foot-bridge near this five acres?
- A. Yes sir, there is a reed bottom and a foot-bridge which goes over the field to the five acres.
- Q. Do you mean the five acres is across the foot-bridge?
- A. Yes sir.
- Q. If the five acres lay on the North of the line to which you bought and the Rosemary Pine, would there be found at any point between that Rosemary Pine and the Grapeake swamp a foot-bridge or a reed bottom?
- A. He didn't show me any reed bottom and foot-bridge, because I wasn't excepting any thing on that side, not having bought any thing on that side.
- Q. If the five acres had been intended to begin at the slipped Rosemary Pine, what direction would that pine be from the field of Richard Taylor?
- A. It would be an Eastern course, I think.
- Q. What direction is this Rosemary Pine from the field of Kader Taylor?
- A. About a Northern course.

Cross-Examined.

- Q. Did I understand you to say that you bought for the Gay Co., as their agent, the timber on the land of Kader Taylor which is conveyed

in the deed made on the 28th day of October, 1907?

A. Yes sir.

Q. Did the Gay Company get all the timber which they bought under and by that deed?

A. Yes sir.

Q. When you removed from that land, you understood that the Gay Co., had no further right to cut any further timber there?

A. I suppose we would cut or have cut any timber that would have grown up to the size mentioned in the contract until the expiration of the time mentioned in the deed.

Q. Have you ever been back since to assert any further right in behalf of the Gay Mfg. Co., to any timber there?

A. No sir.

Q. You were satisfied with what you cut there?

A. Yes sir, we were.

Q. And if I understand you, the Gay Company did not claim the right to cut any timber on the North side of the line, commencing at the slipped Rosemary Pine and running down to the Corapeake Swamp, that is on the Richard Taylor side of that line?

A. They do not claim the right to cut any on the Richard Taylor of the North side of that line.

Q. I understand you to say when you spoke about buying the timber on the North side of that line Kader Taylor said that he was not ready to sell to you and Richard Taylor also said that he could not sell, at that time, he had no deed for that land?

A. Yes sir.

Q. Do you know whether Richard Taylor at that time had ever paid for any of that land?

A. I do not, I did not ask that question.

Q. Do you know any thing whatever about the title to any of this land?

A. No sir, I do not.

Q. Do you know any thing about any written contracts relative to Kader and Richard Taylor in regard to this land?

A. No sir.

Q. You do not know whether either one had ever agreed to let the other have any part of the land?

A. I do not.

Q. And if such agreement had ever been made, you do not know whether the other said party had ever paid for said land?

A. I do not know any thing about that.

Q. You said Kader Taylor said that he had just got a deed from the Court for that land?

A. Yes sir.

Q. I understand you to say that Richard Taylor said he would try to get it straight so that he could sell to you before you left there?

A. Yes sir.

Q. Do you know what he meant by getting it straight so that he could sell it to you?

A. He did not tell me any thing about that.

Q. When Kader Taylor made said deed for the timber on the tract of land he excepted five acres thereof lying South-west of "the Field" and across the foot-bridge and starting at a reed bottom and starting at a slipped Rosemary Pine and running down the Norfleet Field Branch to the Corapeake Swamp" that is the only exception of any five acres mentioned in the deed, is that the small tract that was excepted?

A. I think that description was mixed.

Q. Did you see any ~~wore~~ chopped trees on this line from the Rosemary Pine to the Corapeake Swamp?

A. I saw a few chopped.

Q. Did you see any thing else to indicate the line having been located there?

A. Nothing but broken bushes along the branch which Mr. Kader Taylor broke after I went there.

Further this deponent saith not.

The witness, E. C. Riddick, being duly sworn deposes and says as follows:

- Q. What is your name, age, residence, and occupation?
- A. Name E. C. Riddick, age 29 years, residence Suffolk, Va., and occupation Montgomery Lumber Company workman.
- Q. Previous to your residence in Suffolk, where did you reside?
- A. At Corapeake for twelve months, and previous to that I lived on the farm on which my father died, which adjoins Mr. Richard Taylor.
- Q. Up until the latter time, did you live at any other place?
- A. Not except a short while when I worked with Mr. Kader Taylor.
- Q. When did you first work with Mr. Kader Taylor?
- A. 1906, the best I can remember.
- Q. Is Mr. Kader Taylor related to you?
- A. He is not, but his wife is.
- Q. What relation is she?
- A. She is my Aunt.
- Q. Mr. Kader Taylor's wife, then, is the same relation to you that she is to Mr. Ballie Kelly, is that correct?
- A. Yes sir.
- Q. How long, if you know, has Mr. Richard Taylor actually lived on the property upon which he now resides?
- A. I am 29 years old and he has been living there ever since I could remember and I remember a long time before he was married.
- Q. Before he was married, did he occupy this property?
- A. Yes sir. His sister stayed there with him.
- Q. Then, I understand from your testimony, that Mr. Richard Taylor has been in the actual possession of this property ever since you could remember?
- A. Yes sir.
- Q. How far ^{does} as Mr. Richard Taylor's occupancy of the property upon which he resided reached in a southerly direction?
- A. About as near as I can come about 75 yards from his front gate. Up to a chopped line up to a branch. Some called it Reed branch

and some called it Norfleet Branch.

Q. Has Mr. Taylor actually exercised ownership up to the line and branch to which you have mentioned?

A. Yes sir.

Q. What kind of a line existed there?

A. A chopped line.

Q. Then do you mean to say that that chopped line has been open and visible ever since you could remember?

A. Yes sir.

Q. Has Mr. Richard Taylor's occupancy up to the line which you have designated been continuous, during your recollection to which you have referred?

A. Yes sir.

Q. Has his occupancy been interrupted in any way since your recollection?

A. No sir.

Q. Has Mr. Richard Taylor's possession been open and visible?

A. Yes sir.

Q. Has Mr. Richard Taylor's possession during your recollection to which you have referred, been exclusive, that is, to the exclusion of any one else?

A. Yes sir.

Q. Has Mr. Richard Taylor's possession been of such a nature as is usually assumed by a person owning property and has it been of such a character such as to defy encroachments of other people?

A. Why, certainly it has.

Q. Have you ever heard, and if more than one time so state, that Mr. Richard Taylor assert that he claimed the property up to the line to which you have referred?

A. Yes sir.

Q. During your recollection to which you have referred, has Mr. Richard Taylor constantly claimed the property up to the line which you have mentioned.

A. Yes sir.

Q. You know this to be a fact?

A. I do.

Q. Have you ever heard Mr. Kader Taylor say any thing about the property laying North of the line to which you have referred or North of the Norfleet Field Branch as to who owned it?

A. Yes sir.

Q. Please state what you have heard him say and particularly how often you have heard him refer to it?

A. The time I was working there, they were speaking about it one day and Kader Taylor said that Dick ought to have the deed for his place and Aunt Martha, Uncle Kader's wife, said "No, not as long as I live". Some time before that I heard Mr. Richard Taylor ask Mr. Kader Taylor one day, said "Kader, why don't you fix up and give me a deed for this place, you know I have paid for it," and Uncle Kader answered and said "Yes, I know you have and whenever I gets my deed, I will give you one". How many times I heard Uncle Kader say this, I cannot remember. I have heard him say it several times, certain four or five.

Q. Do you mean you heard him refer to it before you went to work for him?

A. Yes sir, I heard Uncle Richard talk about it before I went to work there and Uncle Kader too, and I heard him talk about it several times after I begun to work for him.

Q. Did you ever hear Mr. Kader Taylor in any way claim the property North of the line to which you have referred?

A. No sir.

Q. Did you ever hear his wife assert that they had any right in it, except the remark to which you have referred that Richard Taylor should never have a deed to it as long as she lived?

A. No sir.

Q. Did you ever hear either Mr. Richard Taylor say any thing to Mr. Kader Taylor or hear Mr. Kader Taylor say any thing to Mr. Richard Taylor about selling their lumber?

A. I could not tell you any thing about the date. I never had any

idea it would ever come up again. Mr. Richard Taylor first lost his horse and right in crop season just had to have another some way and was over to Mr. Kader Taylor's one day and was telling Mr. Kader Taylor about losing his horse and Uncle Kader spoke up and said "Why don't you sell your lumber and buy you a nice horse" and Richard Taylor said he had not found any sale for any yet.

Q. Have you only one time, or often, heard Mr. Richard Taylor ask Mr. Kader Taylor to give him a deed?

A. I have heard him ask him direct once, because I was right there and heard him ask him.

Q. And I understand that you have repeatedly heard Mr. Kader Taylor speak about giving a deed to Richard Taylor?

A. yes, as many as four or five times any way.

Q. Has Mr. Richard Taylor, during the period of your recollection to which you have referred exercised the usual acts of ownership over the land lying North of the branch to which you have referred such as cutting timber, mauling rails, and grubbing?

A. yes sir.

Q. Have you ever known Mr. Kader Taylor to exercise any such rights over that line?

A. No sir.

Q. Have you ever heard of Mr. Richard Taylor renting the property on which he resides?

A. No sir.

Q. Did I understand you to say that Mr. Kader Taylor had stated to you, in your presence, some four or five times that Richard Taylor had paid for his land?

A. yes sir.

Q. Since it has been known that you were a witness in this case, on behalf of Mr. Richard Taylor have you been approached by any one representing Mr. Kader Taylor?

A. Yes sir.

Q. Please state who approached you?

A. Mr. J. W. Taylor.

Q. Who is Mr. J. W. Taylor.

A. Mr. Kader Taylor's son.

Q. What did he have to say to you when he approached you?

A. He said he would give me \$10.00 and pay my expenses if I would do what I could for him.

Q. Did he tell you what he wanted you to do?

A. Wanted me to claim that, at the time I was working for his father I cut and hauled off of Richard Taylor's land.

Q. Is this what he offered to pay you \$10.00 for?

A. Yes sir.

Q. What did you tell him?

A. I told him I could not do it.

Q. You told him you could not do it?

A. Yes sir. At least, I wrote him that.

Q. Did you explain to him why you could not do it?

A. Yes sir.

Q. What did you tell him?

A. I told him that I knew it was Richard Taylor's land and I could not understand why they wanted to take it from him, that he had paid for it.

Q. Did it appear or not that it was Mr. J. W. Taylor's design for you to state that you had hauled timber off of that land, knowing that you were telling a falsehood?

A. Well, I guess he thought no one would know that but I and him.

Q. Since this offer was made to you, has it been again made to you in any way?

A. No sir, I just got that (referring to a letter which counsel holds in his hand) the other day when I got back to Nicanor and I wrote him that I could not do it.

Q. I herewith hand to you a letter dated June 27th, mailed at

Whaleyville, June 27th, and received at your Post Office, Nicanor on June 28th, do I understand from you that this letter is simply a renewal of the offer he made you?

A. Yes sir.

Q. The letter refers to making good his promise of giving you what he promised to give you, do I understand now from your testimony that that phraseology refers to the \$10.00 which he offered to give you provided you would go in court and swear that you had hauled from Richard Taylor's land?

A. Yes sir.

Q. In the Gay Company's deed fortimber which Mr. Kader Taylor sold them, in 1907, five acres of land appear to be excepted, do you know where that five acres of land lay?

A. Yes sir.

Q. Please state where it lies?

A. It lies on the back of the Kader Taylor house running down to the Corapeake Swamp on the North Carolina side.

Q. Is there a reed bottom over there?

A. Not as I know of.

Q. Is there a foot-bridge?

A. It has been torn down for years.

Q. Do you know where the Rosemary Pine in the line of the Gay Company's line is located between Richard and Kader Taylor.

A. No sir, I could not say positively, I know about where it is at.

Q. Supposing that five acres had been excepted beginning at that pine what direction would that pine be from the field of Mr. Richard Taylor?

A. It would be East.

Q. What direction would it be from Mr. Kader Taylor?

A. It would be North.

(The letter referred to above and all testimony referred to above as showing conversation or correspondence with J. W.

Taylor is excepted to for the reason that J. W. Taylor is not a party to this suit.)

Cross-Examined.

- Q. Did I understand you to say that Mrs. Martha Taylor, the wife of Kader Taylor, was your own Aunt?
- A. Yessir.
- Q. I should suppose that you and she are not now on very good terms?
- A. Well, we have been and I believe that if I were there to-day, I would be treated as well as her own child, but I think she did not like it because I would not come over on her side.
- Q. Did you tell her that you had gone over to the other side?
- A. No sir.
- Q. Have you told her or Kader Taylor that you expected to testify against them?
- A. No sir.
- Q. Then you are not now holding lovely correspondence with them?
- A. Well, she just wrote me last week. He wrote me to do what I could for him and he would satisfy me and he had done told me you know what he would give me and pay my expenses down here and back.
- Q. Who told you that?
- A. J. W. Taylor.
- Q. Did Kader Taylor ever tell you any thing of the kind?
- A. She did.
- Q. When did she tell you?
- A. About four weeks ago, she sent for me.
- Q. What did she say to you?
- A. Well, she told me they were getting up a little law suit and what did I think of it. I told her I did not know. We were talking about it and when I got ready to go she said they wanted to prove something by me and I said I do not know about that, what I knew about it, I did not think it would do very much good and she said

any way do what I could and when I left and come back home, I did not hear any more about it until last week, when Willie wrote me.

Q. When did you first decide that you would go over on the other side.

A All the time.

Q. Who was present when you had the conversation mentioned last with Mrs. Martha Taylor?

A. Just the home people. There was Lizzie, the daughter, Willie, Uncle Kader, that is all.

Q. Where did that conversation take place?

A. Right in the porch.

Q. Was it Sunday?

A. Yes sir.

Q. What time in the day?

A. About 3 o'clock.

Q. Did they all hear that conversation?

A. Yes sir.

Q. When did you last talk with Richard Taylor about this?

A. I have not talked with him since about a month ago.

Q. Do you know ~~the~~ Bob Jones, at Corapeake?

A. Yes sir.

Q. When did you and Bob Jones last talk about this matter?

A. About a week ago.

Q. What did he say to you about it?

A. He said he thought it was a shame the way they were trying to do Richard.

Q. He showed a great deal of interest in the matter, did he not?

A. I think he ought when he saw they were trying to take it from the fellow. He has not too much sence and he needs some one to help him along.

Q. He impressed you with the idea that he was willing to do all he could to help Richard Taylor did he not?

A. Yes sir.

- Q. He asked you to do what you could, did he not?
- A. Yes sir.
- Q. You decided to take Richard Taylor's part?
- A. So far as right.
- Q. How much did he offer you to go on Richard Taylor's side?
- A. He did not offer me any thing.
- Q. Have you ever talked with P. P. Knight about it?
- A. No sir.
- Q. Have you ever talked with any body else about it?
- A. No sir. No body but Bob. He was about the only one I see in going from Corapeake.
- Q. Is it not a fact that Bob Jones is known to be working up this case for Richard Taylor?
- A. Not as I know of.
- Q. To whom did you first show this letter to which you have referred.
- A. To Bob.
- Q. Did he tell you to bring it down here and offer in evidence?
- A. He told me if he was in my place he would do it.
- Q. Bob Jones is the son or brother of old man C. W. Jones, commonly known as Lum Jones of Corapeake, N. C.
- A. Brother.
- Q. Did you tell your cousin Willie that you expected to testify against them and show his letter?
- A. No I did not tell him that?
- Q. And still you are friendly with him and his wife and love them as an uncle and her as an aunt?
- A. Yes sir.
- Q. And yet you are capable of acting in this treacherous manner towards them.
- A. yes sir.
- Q. Why did you not take the letter directly to him and tell him that you thought it was wrong for him to write you such a letter?
- A. I just did not do that part of it.

- Q. Bob Jones did not advise you to do that, did he?
- A. No sir.
- Q. You say that you heard Kader Taylor say that Richard Taylor had paid for the land?
- A. Yes sir.
- Q. How much did he say he paid for it?
- A. He did not say how much he had paid for it.
- Q. Who was present when he said that?
- A. Himself, and I was standing out there where he was feeding some hogs and Richard came down there and asked him. Not right then but we came on back to the house and when we were talking about it that night.
- Q. When was that?
- A. That has been about three years ago. I could not tell you the date.
- Q. Was any body present, at any time, when you heard Kader Taylor say that Richard Taylor had paid for the land and ought to have a deed for it, except you and Kader Taylor and Richard Taylor?
- A. No sir, out side of the home people and when he was talking about it around the house some time.
- Q. Please do not be do indefinite. Please give us the time, the place and all persons present, when a statement of that kind was made. Tell us when you heard that statement, positively made, one single time and tell us where it was made and who was present.
- A. The first time Richard came down there one evening it was along about six o'clock about sunset, well, I would not say positively, in August, because he had been pulling fodder, I think it was 1906, no one present but us three the first time.
- Q. When was the next time and where was it and who was present?
- A. That same evening Richard went on home and Uncle Kader and I came on back and ate supper and after supper we were talking about it, just the home people, Aunt Martha, Willie, Ernest, Gay, Herbert,
- Q. When was the next time?
- A. I think it was a month or two after that.

Q Where was it?

A. In the house.

Q. Who was present?

A. Just the home people.

Q. The same home people?

A. There may not have been as many the last time as the first time, but we just brought the conversation up and that is the time Aunt Martha spoke up and said "You will never give him a deed for it as long as I live".

Q. You seem to know so much about this land and the line and that it was paid for, why is it you do not know how much he paid for it?

A. Because I never heard him say that much. I do not know what he paid for the land or not, except what he said.

Q. Did he say how much land he had paid for?

A. No sir. Every time Richard asked him any thing about the deed, he said " I will give you a deed as soon as I get mine" and that is the way he put him off. He did not say how much he paid for it.

Q. Did Aunt Martha say why it was that he should not have a deed as long as she lived?

A. No sir. She just said she would never give him a deed as long as she lived.

Q. Do you know whether either one of them had a deed for it or not?

A. Yes sir, I found out this winter, twelve months ago, the first time I found it out.

Q. How did you find it out?

A. Willie Taylor told me about his father had gotten a deed for it and he had had it over a year and a half before I knew it.

Q. When was it that you heard Richard Taylor say in crop season that he had lost his horse?

A. It was 1906.

Q. And Kader Taylor said "Why not sell your lumber and buy a horse".

A. Yes sir.

Q. How could he sell the timber if he had no deed for the land?

A. I do not know what to say about that.

Q. When were you approached by J. W. Taylor and offered \$10.00 by him to testify?

A. It has been about four or five weeks ago, he met me at Corapeake and told me that his mother wanted to see me and talk to me.

Q. Who was present?

A. No one but him. I talked to him just while the train was there and the next Sunday when I came to Suffolk, I went out there to see her.

Q. Where was he when he offered you \$10.00 to testify?

A. At Corapeake.

Q. Who heard him make this offer.

A. No one but myself.

Q. What did you say to him?

A. I told him that I could not do it and he said, "well, come out home any how, Mamma wants to talk to you" and I went out there and she told me what she wanted and the last week he wrote me the letter.

Q. Do you know of your own knowledge whether during the last several years Kader Taylor has been crossing the line you speak of to get timber or rails or straw or any thing?

A. If he got it, he got it at night. No one ever missed it.

Q. You say the line between what you call Richard Taylor's land and Kader Taylor's land is a chopped line?

A. yes sir, the trees are just sliped and have been sliped there ever since I can remember.

Q. Now, do you mean chopped or sliped or don't you know the difference between a chopped and sliped line?

A. Just skin a place.

Q. Is that the usual ^{way} line of marking trees?

A. yes sir, so far as I know.

Q. You say the five acres of land that was excepted when the land was

sold was on the back of Kader Taylor's house?

A. Yes sir.

Q. Were you present when Kader Taylor made his contract with the Gay Company for his lumber?

A. No sir.

Q. Then how do you know what was excepted?

A. Well, I saw it standing there and I knew that all the rest had been cut and I heard him say that he had excepted that for his own use.

Q. I understand you to say that there is no reed bottom there?

A. Not right where the timber is at, but a little further down.

Q. And you say that there is no foot-bridge?

A. Not that I know of unless it has been lately put there. There is a cart way.

Q. Do you know whether or not or how Bob Jones has come to show so much interest in this case?

A. No sir.

Q. Is he any kin to Richard Taylor?

A. No sir.

Q. And why is it that he has put himself to so much trouble to get up witnesses for Richard Taylor?

A. I suppose he feels an interest in trying to help a fellow out.

Q. Do you know how much interest he feels or the extent of his interest?

A. No sir.

~~Re-Direct-Examination.~~

Q. Do you know as a matter of fact whether Mr. Bob Jones is exercising any special interest any more than any one else.

A. No sir, not that I know of.

Q. You have referred to the year 1906 in your testimony. Did I understand that that was the time that you worked for Mr. Kader Taylor?

A. Yes sir.

Q. Did I further understand from your testimony or not that you had conversations with Mr. Kader Taylor some before and some after you worked for him.

A. Yes sir.

Q. Did I or not understand that he referred to the relations which he had with his brother regarding the piece of property lying North of a sliped line both before and after you worked with him?

A. Yes sir, but mostly while I was working with him.

Q. Opposing counsel has referred to you as being treacherous, I suppose on account of the fact that you have talked with both sides and your affirmative answer indicates in my mind that you do not understand the word treacherous. Did you mean to say that you were acting unfair with either side?

A. No sir.

Q. Opposing counsel has laid some stress on the fact that you did not tell Willie Taylor when he approached you that you were going to testify in behalf of Mr. Richard Taylor, please state whether or not you knew at that time, whether you were going to testify for Mr. Richard Taylor or not.

A. No sir.

Q. Opposing counsel as referred to the use of your letter from Mr. Willie Taylor as testimony in this case alluding to Mr. Bob Jones in connection with the same, please state whether or not it is a fact that you agreed when you were talking with Mr. Jones to allow the letter to be used.

A. No sir. I did not agree to it then.

Q. Then when did you first agree to it and in whose presence?

A. This morning in your presence.

Q. Please state whether you objected to the use of the letter at first?

A. I knew it would cause hard feelings with Willie, Aunt Martha and the family.

Further this deponent saith not.

The witness, P. P. Knight, being duly sworn deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. Name P. P. Knight, age 31 years, occupation farming and residence North Carolina.

Q. Are you acquainted with Mr. Richard and Mr. Kader Taylor?

A. Yes sir.

Q. How long have you known each of them?

A. I have known them ever since I knew any one, I was raised in the same neighborhood, about a mile away, I suppose.

Q. Where did each of them reside?

A. In Virginia.

Q. How long have each of them resided where they now reside?

A. I do not know, Mr. Crumpler, ever since I have known them.

Q. Please state whether you have heard either one of them refer to the ownership of the property on which they reside?

A. I do not know any thing about the title of the land, how it come, who sold it, or any thing about that, all I know is what I heard Mr. Kader Taylor say in the woods where I was at work for the Gay Manufacturing Company at the log deck. Mr. Kader Taylor came in the woods one evening in the presence of me and Mr. B. C. Rountree and he asked Mr. Rountree how far were the hands from Dick's line over there, he says "I do not know, they may be about a day or so more, if they have good luck". He said "That is all right, I just merely asked you". Mr. Rountree asked him did he reckon he would sell that lumber before we left there and he says "I do not think he can sell it, he has no deed for it", then I asked Mr. Kader Taylor had he paid for it and he said a long ago and then I said Mr. Taylor is you ever going to give him a deed for it and he said "My women folks talk so bad when I mention it, I am afraid". That was all I said to him. He went on down the woods I do not know where he went. That is about as much as I heard Mr. Kader Taylor say about it.

- Q. I understand then, from your statement, that Mr. Kader Taylor said that Mr. Richard Taylor had paid for the land long ago and that he had not given him a deed on account of the women folks at home?
- A. Yes sir, he said they talked so bad he was afraid.
- Q. Did you ever hear him say what portion of the property belonged to Richard Taylor?
- A. No sir, I never heard him say what portion belonged to him, except Mr. Kader Taylor simply asked Mr. Rountree how far were the hands from Dick's line and pointed that way.
- Q. Did you know what line he referred to?
- A. I think he referred to the line we cut to, must have been,
- Q: What line did you cut to?
- A. We cut from the Corapeake Swamp on the land of the Gay Mfg. Co., first, before Mr. Kader Taylor's lumber was bought and up to a Rosemary Pine, that is, a corner pine and then after the company bought Mr. Kader Taylor's lumber, we cut from that Rosemary Pine down to the Corapeake Swamp. We cut the company's lumber before we bought Mr. Kader Taylor's.
- Q. How was this line designated?
- A. What trees I had seen were sliped trees. No one carried me down the line, but I have seen some sliped trees down the line where we cut. We only cut down to the Corapeake Swamp and up to the Norfleet Field Branch.
- Q. When Mr. Kader Taylor was talking to you, did he appear willing to give Mr. Richard Taylor a deed or not?
- A. That was what he said. Said every time he mentioned any thing about it, the women folks talked so bad he was afraid.
- Q. Have you ever heard Mr. Richard Taylor say any thing about who owned the property North of the Norfleet Field Branch?
- A. Yes sir, I heard him say that he bought a part of it and a part was his interest in his mother's land. That was about as much as I have heard him say about owning it.

- Q. Do you know whether or not Mr. Richard Taylor has been claiming this land for any considerable length of time?
- A. He has been living there ever since I have been knowing him. I do not know how long before.
- Q. Can you remember as much as 20 years ago?
- A. I was about here, some size, but I cannot say that I remember him as much as 20 years ago, but I have been remembering him as long as I have any body.
- Q. Has he been living on this property since or during your entire recollection?
- A. Yes sir. I was out in Illinois three years, but I never heard of his being gone and he was there when I came back.
- Q. You say you live about a mile from there?
- A. Yes sir, I was bred, born, and raised there, just in the edge of the state of North Carolina.
- Q. Has Mr. Richard Taylor's possession, during your entire recollection been open, and visible and notorious?
- A. Yes sir, so far as I know, I never heard any talk about it.
- Q. During your recollection has or not Mr. Richard Taylor been the reputed owner of the property upon which he resides?
- A. Yes sir. I have heard of people going there to buy shingles or any thing like that off of the land.
- Q. Has his possession been of such a nature that every body in general could know that he was occupying and claiming it?
- A. Yes sir.
- Q. Has his possession been exclusive, that is, undisturbed by any one else?
- A. I have never heard of its being disturbed by any one else.
- Q. Has his possession or not seemed to have been as is customary with a man owning property, that is, of such a nature as seemingly would give him a right to defy encroachments?
- A. Yes sir, so far as I know.

- Q. Do you know whether or not Mr. Richard Taylor during your recollection has exercised the usual acts of ownership over the property lying North of the Norfleet Field Branch, such as clearing lands, cutting timber, and mauling rails.
- A. yes sir, he has cleared land there and cut some lumber there sold shingles and such as that, as a man usually does who is farming, as far as I know. The cleared land, I know that he cleared that himself, for he cleared that a few years ago a part of it. There is another field besides the one he lives in that I personally know when he cleared that.
- Q. Have you ever heard or do you know of any one else having exercised acts of ownership over the property which he occupies?
- A. No sir.
- Q. Have you ever heard of Mr. Richard Taylor having rented this property from Mr. Kader Taylor?
- A. No sir, I never heard of that.
- Q. When you refer to having worked for the Gay Mfg. Co., do you mean that you worked for them in 1886 when they cut the timber or in 1907, when they cut the timber?
- A. I worked for them in 1907 and 1908.
- Q. In the deed which Mr. Kader Taylor made to the Gay Mfg. Co., it appears that he attempted to sell the timber on the whole 172 acres belonging to his father which would have consisted of Mr. Richard Taylor's place as well as his own. Please state whether or not the Gay Mfg. Co., bought North of the Norfleet Field Branch or whether you all cut beyond there?
- A. I heard, I did not see the deed, that they had a deed for the whole Taylor tract, but not as I know, I did not see the deed. I only know we did not cut the lumber North of the Norfleet Field Branch.
- Q. In this deed, five acres of land is excepted, can you state where that lay?

- A. Only what I heard Mr. Kader Taylor say, he showed me up in the yard one day. I was up there for a jug of water. He said it lay on the South side of the County road adjoining Mrs. John Vann in North Carolina.
- Q. Is there, located, at this point, five acres more or less which you did not cut?
- A. Yes sir, we did not cut that. That is there now.
- Q. Then I understand that Mr. Kader Taylor told you that that was the piece of land which he excepted in the deed?
- A. Yes sir. I can safely say that it is because we did not cut it.
- Q. When did you first hear that Mr. Kader Taylor claimed the property North of the Norfleet Field Branch?
- A. I never heard of him claiming it until this spring, early in the spring. In fact, I have never heard him say he claimed it any way. I have heard his son speak about it.
- Q. Did you ever know of Mr. Kader Taylor or any of his people taking straw, light-wood, wood-mould or timber from the property lying North of the Norfleet Field Branch?
- A. No, I never knew of it. I do not know what they did when I was not there.
- Q. Did you ever hear Mr. Richard Taylor state that he did not claim the property or did not own it and expected to leave it?
- A. No sir.
- Q. Since it first became known publicly that you would testify in this case, have you been approached by Mr. Kader Taylor or any one in his behalf?
- A. Mr. Kader Taylor's son, approached me. His son, Mr. Willie Taylor has said something to me about it.
- Q. Please state what Mr. Willie Taylor said to you regarding it.
- A. He told me that he wanted me to be a witness for him in this case one night on the road going to Johnnie Jones' after cotton-seed. I told him, I said "Willie, so far as I know any thing and

the truth goes I will do what I can for you", and he said, "but I want you to be a witness for me" and I said I would do what I could for him and he said "I will pay you and pay you well", and I said "Willie, I don't charge you any thing, if I know any thing to tell, I do it as an accommodation, and all I ask is to do by me as you would be done by".

Q. Did he ever approach you more than one time about this?

A. Yes sir, the next night him and I went to his father's.

All the above questions and answers so far as showing any conversation with Willie Taylor is objected to as wholly irrelevant as he is no party to the suit and the Court is asked to expunge all of said testimony from the record.)

Q. Why did you go to his father's and after you arrived there, what conversation took place and with whom?

A. I was at his store and he asked me to go over there with him and we went and Mr. Willie Taylor and his mother, Mr. Kader Taylor, and the girls were talking, I do not remember what they were talking about, as people usually do, I guess. I remember while I was there, I asked Mrs. Taylor to give me some water-melon seed and she did it and I reckon that is about all and he and I soon came on away.

Q. Was any thing said about the case in the presence of either Mrs. Taylor or Mr. Kader Taylor?

A. Nothing only Mr. Willie Taylor asked me if I had seen Dick for the last day or so and I told him "no."

Q. When you left, did you leave alone?

A. Mr. Willie Taylor and I came away together as far as the fork of the road, he went to his store and I went home.

Q. Was any thing said while you were at the Taylor house about you testifying in the case?

A. No sir, not as I know of.

Q. After you left the house and before you reached the fork in the road where you and Mr. Willie Taylor parted, was any thing further

said in regard to this case?

A. He told me again he wanted me to be a witness for him. I told him I would do what I could as far as the truth went.

Q. Did he, at this time, offer you any inducement, should you become a witness in behalf of his side or did he tell you any facts which it would be necessary for him to prove in order for him to win his case?

(Question objected to as it shows the conversation between Willie Taylor and the witness and Willie Taylor is not a party to this suit.)

A. He never did tell me any thing that he wanted me to prove, but he did tell me that he would pay me. He did not say how much, nor what he wanted me to tell.

Q. Did he state how much or how little he would pay you?

A. No sir.

Q. Did he state to you what it would be necessary for him to prove?

A. No sir, he did not.

Q. Did he or not tell you any thing about whether or not it would be necessary for him to prove that Richard Taylor was renting the property or that his father had been using the same?

A. No sir. He did not tell me any thing about what he wanted me to tell. I asked him before we got across the mill-dam why was it he wanted me for a witness and he said it was necessary he should have what he could get. He said his lawyer had told him the thing he would have to prove would be that they had always used the land as they had the remainder. I told him I do not know anything about that and I did not ask him who^s lawyer was or any thing about it.

(Question objected to for the above reason.)

Q. Did he say any thing to you, at this time, in regard to its being necessary for him to prove that Dick Taylor was a tenant?

(Question withdrawn.)

Q. Was any thing said in your conversation, at this or any other time regarding whether or not Richard Taylor was renting the property

from Kader Taylor?

A. No sir, he never said any thing to me about it.

Q. You say that at this time, Mr. Willie Taylor told you that his lawyer had told him that it would be necessary for him to prove that they had been using the Richard Taylor part of the property just as they had their own, did he say any thing else that it would be necessary to prove?

A. No sir. He said, "my lawyer has told me, Pete, that it will be necessary for us to prove that we have used this property just as I have the rest of it", but he says "Pete, Dick has been there so long I am afraid it will be hard to do". I ~~never~~ told him he could ^{not} prove it by me. ~~He~~ never answered that.

Q. Is that the only fact which he said that his lawyer had informed him that it would be necessary for him to prove.

A. Yes sir.

Q. Then, he did not state that he would try to prove any thing regarding Mr. Richard Taylor renting the property from him?

A. No sir.

Cross-Examined.

Q. You say the first conversation mentioned by you in this deposition took place in the presence of Mr. B. G. Rountree?

A. Yes sir.

Q. Have you undertaken to give this conversation correctly?

A. Yes sir, so far as my knowledge at this time goes.

Q. When was that conversation?

A. It was in the summer of 1908.

Q. Where were you standing when it took place?

A. I was sitting on the log-deck.

Q. On whose land?

A. Mr. Kader Taylor's land.

Q. Did any body tell you when Richard Taylor had bought any land?

A. No sir.

Q. Did they tell you how much he had bought?

A. No sir.

Q. Did they tell you how much he had paid for it?

A. No sir.

Q. Kader Taylor only said in your presence that Dick had paid for it long ago, but did not tell you when, how much he bought, nor how much he paid for it?

A. No sir.

Q. Are Kader Taylor and Richard Taylor both over twenty-one years of age and capable of managing their own affairs?

A. You are most too much for me, Mr. Rawles. I do not know whether they are capable or not.

Q. Both are farmers are they not?

A. Yes sir.

Q. So far as you know, they manage their own affairs do they not?

A. Yes sir, so far as I know.

Q. If Richard Taylor had bought land and had paid for it is there not a way by which he could have forced the party owing him a deed to give it to him?

(Counsel for complainant objects to the question as being argumentative. The suit explains the complainant's version.)

A. I do not know whether he could or not.

Q. You say you heard Kader Taylor say that he would ~~have~~ given him a deed but his women folks talk so bad about it.

A. He said my women folks talk so bad, I am afraid.

Q. Do you mean to say that if you or any body else bought a piece of land or any thing else from Kader Taylor, that if you had paid for it he would be afraid to carry out his contract on account of his wife.

A. No sir, I do not.

Q. Did you ever hear Richard Taylor say how much land he had bought?

A. No sir.

Q. Did you ever hear him say how much he had paid for it?

- A. I heard him say he had paid \$75.00 on it.
- Q. Did he say whether or not he owed any more on it?
- A. No sir, he told me this when he was trying to borrow some money from me. That was last spring a year ago.
- Q. Why did he wish to borrow money of you?
- A. You might have understood me to say that he wanted to borrow money of me to pay on this place, but he did not. Mr. Richard Taylor says "Pete, I want \$25.00 to pay my counsellor with". I says "Who" and he says "W. M. Crumpler" and I got burned out and I had to go back, so I did not loan him the money.
- Q. Do you know when the line you have spoken of leading from the Rosemary Pine down to the Corapeake Swamp was first made?
- A. No sir.
- Q. Do you know how long it has been there?
- A. No sir.
- Q. Was it not made about the time the Gay Mfg. Co., bought lumber there the first time?
- A. No sir.
- Q. When did you first know of this line?
- A. 1907.
- Q. Then up to this time you do not know any thing about a line there?
- A. No sir.
- Q. If this is true, could you tell whether or not Mr. Kader Taylor in getting straw, or wood or rails had gone further than the place which you now mention as the line or not?
- A. No sir, I could not tell .
- Q. Then, if this is true, you do not know how far Mr. Kader Taylor's operations on that tract of land has extended?
- A. No further than he told us to cut lumber up to that line. He told us not to go any further than that line that that was Mr. Dick Taylor's line. ^{land} What he did before that or since, I do not know.
- Q. Then, you are not prepared to say that Mr. Kader Taylor has not gone on that property and taken straw, wood or rails, are you?

- A. No sir, I have just never heard of it.
- Q. Did Mr. Willie Taylor ever ask you to swear to a lie for him?
- A. No sir, he only wanted me to do what I could for him.
- Q. He did tell you, however, that his counsel had informed him some of the facts that were necessary for his father to prove, in order for him to maintain the issue on his part?
- A. He told me that they would have to prove that he had used that land as he had the remainder of the other.
- Q. May it not be true, that he was only trying to find out whether he could prove just that fact?
- A. I do not know.
- Q. You told him that you would tell what was true and nothing else?
- A. As far as the truth went.
- Q. Did he tell you that he wanted you to go any further than the truth went?
- A. No sir.
- Q. You live in North Carolina, you say?
- A. Yes sir.
- Q. Then it is true that it would have cost you something to have left your state and come over to Virginia and testify?
- A. Yes sir, it would cost me something?
- Q. Is it not true that your expenses over here as a witness to-day have been paid by some body?
- A. I paid it myself.
- Q. Is it not a fact that you expect to be reimbursed for your expenses in coming over here to-day?
- A. No sir, Mr. Richard Taylor has not offered to pay one cent.
- Q. When Mr. Richard Taylor referred to having paid \$75.00 do you know whether he referred to having paid that amount to Captain C. H. Causey, the Commissioner who sold the property to Mr. Richard Taylor or to Dr. R. E. Parker, who had loaned him some money?
- A. He told me to Dr. Richard E. Parker.

Further this deponent saith not.

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The witness, Alice Taylor, being duly sworn deposes and says as follows.

Q. What is your name, age, residence, and occupation?

A. Alice Taylor, age 42, residence near Corapeake, housekeeper.

Q. Do you know whether or not there is a sliped line between the property of your husband, Mr. Richard Taylor and the property of Mr. Kader Taylor, and if so, where it is located?

A. Yes sir, I know there is a sliped line. At the Norfleet Field Branch just over the branch.

Q. Do you know who sliped this line the last time?

A. Yes sir, it was sliped the last time by Kader Taylor and his son, Herbert. When he sold his lumber the last time, Kader Taylor come up to our house and askned me where was Richard and I told him that he was gone to help Ernest Taylor build some chimneys. Kader then said "I wanted to get him to go with me to renew this line over again before they go to cutting the timber, they will be here in a few days cutting my timber" and he said "the line has been so long it looks mighty old and I do not want them to get over on Dick's line" and he says " I don't want them to cut a tree that belongs to Dick and I am going to break down some bushes, and I wanted Dick to chop the trees" and I said " I could send for him" and he said "No, it wasn't worth while". He said "I will go along and break down the bushes and my son Herbert could chop the trees" and I looked down the lane and saw him with an ax and saw him break the bushes and chop some trees.

Q. Do you know whether Mr. Richard Taylor, your husband, has claimed this property since you have known him?

A. Yes sir, I know he has been claiming it ever since I knew him.

Q. How far did he claim in the direction of Mr. Kader Taylor's house?

A. He didn't claim any further than where Mr. Kader Taylor made that line.

Q. Do you know whether or not he claims to have paid for it?

- A. He always told me he had paid for the land and I always thought the land was his.
- Q. Have you ever heard Mr. Kader Taylor say any thing about it?
- A. No sir, not any thing much, only one day he was in the yard and I heard Dick and him talking and I heard Kader say that he had sold his timber and said "Dick, I have sold my lumber and you can sell yours, if you want to". He said "You can sell yours by the thousand". I was in the house and I heard it out doors. He said "No, I do not want to sell it by the thousand". He said, "I have not said any thing about selling the lumber." He said "I would like for you to give me a deed" and he said "Dick, I am going to give you a deed before long". That was all I heard him say.
- Q. How long have you been married?
- A. About 20 years.
- Q. Have you been living on this property since that time?
- A. Yes sir, ever since the day we were married.
- Q. Did you husband live there before you married him?
- A. Yes sir, he had built his house and was living there.
- Q. Have you all, at any time, moved away from there, since you were married?
- A. No sir.
- Q. Have you all held and occupied the property in such a manner as that it was open and visible to any one?
- A. Yes sir, he sold any thing he wanted and used it.
- Q. Has any one else occupied any portion of the property, except yourselves?
- A. No sir.
- Q. Did Mr. Kader Taylor know that Mr. Richard Taylor claimed the property?
- A. He ought to have known it when he hauled loads of peanuts and cotton right by his house.
- Q. Do you know who built the house that you all live in?
- A. I heard Richard say that he paid for building the house.

Q. Has your husband ever rented this property from Kader Taylor?

A. No sir, not from Kader nor any one else.

Q. Has Mr. Kader Taylor or any of his boys or any body for him been in the habit of crossing over your line and taking straw, light-wood, wood-mould, fence rails or timber?

A. I have been living there 20 years or 21 years and I can swear that I never saw any one come over there and take as much as a load of straw and carry it over the line.

Q. Do you know whether your husband has ever borrowed any money from Mr. Kader Taylor to the amount of \$190.00?

A. I have never known him to borrow any from him.

Q. Has any of the land since you have been married been grubbed up?

A. yes sir.

Q. Who paid for it?

A. Richard Taylor.

Q. Did Kader Taylor or his wife have any thing to do with it?

A. No sir. I have seen him pay the men many a time for grubbing and other work on the land.

Q. Since you have been living there has he added to the house, underpinned it or built any chimneys?

A. He has built two brick chimneys, a small porch to the house and paid for it. I saw him pay Charlie Taylor for the chimneys.

Further this deponent saith not.

The witness, W. J. Barnes, being duly sworn, deposes and says as follows:

Q. What is your name, age, residence, and occupation?

A. W. J. Barnes, age 57 years, residence Gates County, N. C., and occupation farming.

Q. Are you acquainted with Mr. Richard and Mr. Kader Taylor?

A. Yes sir, been acquainted all my life.

Q. How near do you live to them?

A. About 1 1/2 miles around the road.

Q. Who has been the reputed owner of the property North of the Norfleet Field Branch, where Mr. Richard Taylor lives, for the last 20 or 25 years?

A. Mr. Richard Taylor 25 years or more.

Q. Who has been regarded, in the community, as owning it for the past 25 years.

A. Mr. Richard Taylor. He has had entire possession of it, exercised entire privilege over it and sold what he wanted.

Q. Do you know when this property was sold?

A. Yes sir, I was here on that day.

Q. Do you know who bought the property on that day and what agreement if any existed between Mr. Richard and Mr. Kader Taylor?

A. They went down to the Courthouse, all of us together and when we went down there, the conversation was that "If I buy the farm, will you take part of it" and the answer was "Yes, I will stick up to what I say, you know what I have told you over and over again".

Q. At the sale, who bought it?

A. It was put up at public auction and the crier cried, I suppose for a minute or two and Mr. Kader Taylor bid one bid \$500.00 and it was knocked off to Mr. Kader Taylor.

Q. After the sale, was any thing said in your presence regarding a division of the property in any way?

A. Mr. Kader Taylor turned off to Mr. Richard Taylor and said "Dick are you going to stick up to what you said and take part of the land" and he answered "I am".

- Q. What part, if any, or if you heard them say, was Mr. Richard Taylor to take?
- A. The understanding was he was to have the Norfleet Field part lying North of the Norfleet Field Branch.
- Q. Do you know how much he was to pay for that portion?
- A. He was to pay \$125.00 with his rights in and if he paid any more than that he was to have more land. That was the understanding.
- Q. Do you mean that you heard merely Mr. Richard Taylor say it or did you hear both say it?
- A. I heard both.
- Q. Do you know whether or not Mr. Richard Taylor has paid for his portion and if so how he paid for it?
- A. I know he has paid for it.
- Q. Please state your means of knowledge.
- A. I heard Mr. Kader Taylor say that he had paid the \$50.00 note out.
- Q. You heard Mr. Kader Taylor say that Richard Taylor had paid the last \$50.00?
- A. Yes sir.
- Q. Did he tell you then whether Mr. Richard Taylor had paid for all of his portion?
- A. Yes, said he had paid for the whole amount with his rights in.
- Q. How long, to your knowledge has Mr. Richard Taylor occupied the property North of the Norfleet Field Branch?
- A. About 28 or 30 years, I reckon.
- Q. Do you know whether or not he has exercised continuously and uninterruptedly the acts of ownership of the property.
- A. Yes sir, he has owned it and I have heard nothing said about it until this affair come on.
- Q. Has his possession been open and visible so that the public generally could readily see that he owned it?
- A. Yes sir, because every body went there and bought what they wanted.
- Q. Do you know whether Mr. Richard Taylor during this time has claimed the entire property up to the Norfleet Field Branch or the slipped line?

A. Yes sir, to the sliped line. I have been seeing it for years ever since I knew any thing.

Q. Has any one, during the period since Mr. Richard Taylor first went upon this portion of the property occupied any other portion of it with him?

A. No sir.

Q. Then you mean that his possession has been exclusive.

A. Yes sir.

Q. Have you ever heard Mr. Richard Taylor make any declarations or statements showing whether he claimed to own the property?

A. Of course, I have.

Q. Do you know whether or not he has exercised such acts of ownership as selling timber?

A. I know that he has sold timber. I know that I bought 5,000 shingles from him.

Q. Who did you make your bargain with?

A. I made my bargain with Mr. Richard Taylor and I bought a set of poles from him and got a negro to go in there and cut them for me.

Q. Did you also pay Mr. Richard Taylor for these poles?

A. Yes sir.

Q. Did you ever hear of Mr. Richard Taylor renting this property?

A. No sir, not in my life.

Q. Do you know whether Mr. Kader Taylor has been going upon the property North of the Norfleet Field Branch or any one in his behalf and taking therefrom, straw, light-wood, wood-mould, without the consent of Mr. Richard Taylor?

A. I have never heard of any thing of the like.

Q. Do you know whether there is any line between the property now claimed by Mr. Richard Taylor and Mr. Kader Taylor?

A. Yes sir, a sliped line has always been there, ever since I knew any thing about the property.

Q. Mr. Kader Taylor in his recent sale of timber to the Gay Company excepted five acres of timber do you know where that five acres lay.

- A. Yes sir, I went back there one day when they were mauling rails. It is on a hill beyond Mr. Kader Taylor's house, on the East side of his farm.
- Q. Is that any where near the Rosemary Pine dividing Mr. Richard Taylor and Kader Taylor?
- A. No sir, it is not.
- Q. How far would you suppose it is from that pine?
- A. I do not know sir.
- Q. Is there a foot bridge or reed bottom in the neighborhood of this five acres which you say was excepted.
- A. Yes sir, there has been one there ever since I knew any thing about it.
- Q. Is there a foot bridge or reed bottom in the neighborhood of the Rosemary pine?
- A. No sir.
- Q. Is there a foot bridge to the south-west of Mr. Richard Taylor's field.
- A. No sir, not that I know of.
- Q. Did you ever know of Mr. Richard Taylor borrowing any money from Mr. Kader Taylor or Mr. Kader Taylor becoming security for Mr. Richard Taylor?
- A. No sir.
- Q. Have you ever heard of Mr. Richard Taylor making statements that he had no right to this land and expected to leave it?
- A. No sir.
- Q. Do you know whether Mr. Richard Taylor has ever borrowed any money on this farm?
- A. Yes sir. I bought a horse for him. He give me a mortgage on the farm and every thing in the house, on his chattel property.

Cross-examined by Mr. Everett.

- Q. Mr. Barnes when you took this mortgage, did you undertake to take it on 50 acres of land or just on the personal property?

- A. On 50 acres of land and on all the personal property.
- Q. Did you ever notice that the 50 acres of land is underlined and seems to be cramped?
- A. He changed the date one time to keep from writing a new one.
- Q. How much is due on this bond?
- A. I do not know exactly how much is due.
- Q. Can you give me any idea how much is due?
- A. I could not tell you.
- Q. I am going back to my original question. This mortgage seems to be regular in every respect except the words "50 acres of land" appears to have been written in after the deed was written.
- A. It was all written at the same time.
- Q. Mr. Barnes you said in your testimony, as I understand, that you never heard this right of Mr. Richard Taylor's in this piece of land questioned before of late.
- A. No, I never have and no one else.
- Q. Didn't you know that there was some doubt about it when your mortgage was written?
- A. No sir, I did not. I thought it was all right.
- Q. Didn't you come to the records and search the title of this tract of land and state it in the neighborhood that Dick Taylor did not own any land?
- A. No one ever knew that I ever came here to search the record but Dr. Parker. I met him down there.
- Q. And after finding that he did not have a deed to the land, didn't you have a deed written covering the personal property only?
- A. I already had a mortgage at that time.
- Q. And that you do say now here to-day that the words "50 acres of land" that you know were in this deed when it was first written.
- A. Yes sir. Mr. Bob Jones' father wrote it.
- Q. You have said that you bought some poles for your horse stable from Mr. Richard Taylor and paid him for the same?
- A. I did.

Q. Didn't you pay Mrs. Kader Taylor for these poles in the presence of her sister, Kitty Riddick?

A. Mrs. Taylor never saw me as I know of, unless she looked out and saw me going down the Avenue or road.

Q. Did he trade you an ox for this mule?

A. No sir.

Q. It was a straight out sale?

A. I bought the horse and he gave me a mortgage on the land.

Q. You say, Mr. Barnes every time you speak of it, you say he gave you a mortgage on the land, you seem to remember this better than any thing else. Wasn't there something else included in this deed other than the land?

A. Not that I know of. It might have been. It might have been hogs, cattle, and every thing else.

Q. But the main thing that you do remember was that he was to give you a mortgage on the land?

A. That was what I wanted, because that was unmovable.

Re-direct examination

Q. What did you understand your Deed of Trust to cover or include when it was first written?

A. It was to cover 50 acres of land, lying North of the Norfleet Field Branch.

Q. Was it to cover any house hold and kitchen furniture?

A. It was to cover all. I think there was something in there about hogs.

Q. How long has Mr. Ben Jones been dead?

A. 8 or 9 years.

Q. I understood just now in talking of having searched the record that this was done after this Deed of Trust was written?

A. Yes sir, that was what I always do. After I have a paper written I always come to have it recorded. And I found that Mr. Kader Taylor and Mr. Richard Taylor had no deed and I got Mr. Gomer to

to look it up for me. This is why I did not record the deed.

Re-cross-examination.

Q. Mr. Jones was a Justice of the Peace and well informed man and knew his business and knew well how to write a deed?

A. Yes sir.

Q. Mr. Barnes, do you think simply saying 50 acres of land, without saying where it is, whether in New York City, or in Cuba, or Europe is the proper way to write a deed and do you think Mr. Jones knew his business to write a deed of this kind?

A. If he didn't know his business he would not have written it.

Q. Do you not take right many mortgages, deeds of trust, etc. If you would take one on a farm in Nansemond County, the deed would simply say 50 acres of land or 100 acres of land, without saying any more, would you think it a good deed?

A. I do not know about that, I am no lawyer.

Q. But do you not know, Mr. Barnes that simply saying 50 acres of land is not a good description of a piece of land in a deed or mortgage?

A. Well it was located there and he lived on it and the line was slipped and been living there a number of years.

Q. If you will forget for a moment that you have a mortgage on this piece of land claimed by Dick Taylor and that he owes you some money, you could answer my question some better. I am asking you would you be satisfied with a mortgage on a man's property that simply said 50 acres or 100 acres?

A. If I had not of been I would not have taken it.

A. I will repeat my question. If you could once forget about your interest in this case, you could more readily answer my question. My question does not refer to Dick Taylor or any body around Corapeake. Would you be satisfied to-day with a deed of Trust on a man's property near Suffolk and the description of the land was simply 50 acres in the Deed of Trust?

A. Of course, I would, if I knew the man and knew the property.

Q. Then you do not claim to know any thing about the Deed of Trust?

A. I know when they are right and when they are wrong.

Q. Then you do say that this one you have now is right?

Re-re-direct-examination.

Q. Mr. Everett has referred to your interest in this case, meaning that you are interested more than the ordinary person, because Mr. Taylor owes you a small amount of money on this Deed of Trust. Does the amount of money due you by Mr. Taylor influence you, either one way or another in this case?

A. No it does not. I have lost money before. I will tell the truth.

re-re-cross-examination.

Q. Mr. Barnes, hasn't Mr. Taylor told you that, if he got through on this all right that he would pay every cent of that mortgage?

A. No sir. I know he will pay me, because he is a reliable man.

Q. But as far as this mortgage is concerned, he has never mentioned this matter to you nor you to him since this land suit started?

A. No sir.

Q. How did it happen that you brought this here and give it to Mr. Crumpler?

A. It got out some way or other that I had a mortgage on the land.

Q. He sent for you to come here?

A. I come here twice a week some time.

Q. Then the first time you were here, you did not bring this mortgage?

A. I do not know which time.

Q. When did you bring it here?

A. I do not know.

Q. Why did you bring it here?

A. Because the man wanted to see it.

Q. What man?

A. Mr. Crumpler.

Q. How did you know he wanted to see it?

A. When a man tells you he wants to read a paper is there any harm to read it?

Q. Then Mr. Crumpler told you he wanted to see it?

A. No sir, he did not tell me that he wanted to see it.

Q. Then what did you mean by saying that when a man tells a man that he wants to read a paper. Why did you bring this paper here?

A. Mr. Crumpler told me.

Q. How did he know that you had it?

A. I do not know how he knew it.

Q. Didn't you state just now that you came and told him that you had this mortgage on it?

A. I do not remember. I might have told him, but I cannot remember so well.

Q. Before Mr. Crumpler saw you and said he would like to see that mortgage, didn't you know before that time that he wanted to see it?

A. I did not know his mind.

Q. Mr. Barnes, where were you the first time that you talked to Mr. Crumpler about this mortgage?

A. I do not know sir.

Q. Didn't you talk to him about this mortgage on the market?

A. I do not know where it was. It might have been.

Q. Was Mr. Crumpler the first person that ever mentioned this mortgage to you since this suit started?

A. Yes sir.

Q. Didn't Mr. Bob Jones come to you and talk to you about this mortgage?

A. No sir.

Q. And you do not now know how Mr. Crumpler found out that you had a mortgage?

A. I do not know. I just stated that I did not know how Mr. Crumpler

found out and no one mentioned this subject to me, except Mr. Crumpler since this land case started.

Q. What interest has Mr. Bob Jones got in this case?

A. None that I know of.

Further this deponent saith not.

John R. Taylor, being duly sworn deposes and says as follows:

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

A. John R. Taylor, 52 years old, Gates County, North Carolina, farmer, and I know both Richard and Kader Taylor well.

Q. How near do you live to these parties?

A. My land adjoins Mr. Kader Taylor's land, and Richard is just on the other side.

Q. How long have you lived where you now live?

A. I have lived there, I reckon it has been twenty-five years or more.

Q. Do you know of any line between the property of Richard and Kader Taylor?

A. Yes sir, I have seen it as many times as I have seen Richard's house, I have been there many a time.

Q. Where does the line run between this property?

A. The line runs across Richard Taylor's avenue, running from the swamp eastward, bearing a little north to the Gay Manufacturing Company's line, now belonging to Mr. Kelley.

Q. How is the line of the Gay Company marked at this point?

A. Chopped.

Q. What do you mean are chopped?

A. Trees is chopped, a rosemary pine is chopped.

Q. How is this line coming back from that rosemary pine, running to the Corapeake Swamp, marked, that is the line between Mr. Richard and Kader Taylor?

A. Going west bearing a little south, not much, very near a west line, sliped trees.

Q. How long has this line existed there if you know?

A. I don't rightly know how long, but it has been a long time ago, somewhere about a rise of twenty-two years since I saw it.

Q. Did you ever hear or know of any such line existing there before the property of Kader Taylor, Sr., was sold?

A. No sir, there was none there.

Q. Who occupies the property north of this line to which you have referred.

-2-
A. Richard Taylor:

Q. How long has he occupied it?

A. Twenty-five or twenty-six years, it might have been more than that.

Q. Have you ever heard either Mr. Richard or Kader Taylor refer to the ownership of the property on either side of this slipped line, if so state what you have heard either of them say?

A. No sir, I havn't heard Kader say anything about it, only once when he was getting shingles in the swamp. When me, and my father and my other brother was getting shingles in Mr. Richard Taylor's swamp, we all met up with Mr. Kader Taylor right often when we was coming home, and he said to me and pa one day, well he says Richard has good cypress lumber, right smart of it ain't he, Pa said yes, very good cypress lumber. He says havn't got any myself hardly, very common what is left of it. So he says Richard has got some good timber, he has got the best timber in the swamp, of any others around, he says so, then he went on talking first one thing and then another, and never said anything about the shingles, and he didn't object to me, and my brothers and pa to cutting Richard's cypress lumber.

Q. I understand that at this time you were cutting some of Mr. Richard Taylor's lumber, and that Mr. Kader Taylor knew it?

A. Yes sir.

Q. When was this, about how long ago?

A. It has been twenty-two years ago, something like that.

Q. You were then cutting timber on Mr. Richard Taylor's land, for what purpose?

A. On shares, twell Richard got enough to cover his house, and then I is the man that put them on his house, covered his house, and Richard paid me for putting them on, and Kader said nothing. Mr. Kader Taylor did not pay me, Richard paid me.

Q. Was that all the shingles that you cut, merely enough to cover Richard's house?

A. Yes sir, after we cut enough to cover Mr. Richard Taylor's house then we cut sale shingles, then right on and sold them.

Q. Who did you pay for these shingles, and what was your agreement?

A. Our agreement was on shares, with Richard one, and we two, and when they was sold, pa would sell when a cart would come after them at the landing, and when pa was not there Richard would meet the carts, and wait on them, and count the shingles for them, and kept count till he saw pa, and then he would divide the money between Richard and pa, Richard would divide, and pa would divide, what each one was to have, you understand.

Q. You mean that one-third of the money went to Mr. Richard Taylor, and ^{two} ~~one~~ -third to your father?

A. Yes sir, that is correct.

Q. Was Mr. Kader Taylor not in any of these dealings?

A. Not any of Richard's part, he didn't have anything to do with Richard's part.

Q. You mean by that that Mr. Kader Taylor had nothing to do with this timber which you cut on the north side of this slipped line to which you have referred ?

A. No sir.

Q. Have you any idea about how many shingles you cut there, or how many trees you cut?

A. Somewhere about twenty-five or twenty-six ~~xxxxxx~~ thousand.

Q. Did you also cut timber on Mr. Kader Taylor's land?

A. Yes sir, when we were not working on Mr. Richard Taylor's land, we sometimes worked on Mr. Kader Taylor's land.

Q. Did Mr. Richard Taylor have anything to do with the agreement when you were working on Mr. Kader Taylor's land?

A. No sir, not a thing, he knew it was Kader's and his was his'n.

Q. Please state what your agreement was, and with whom it was made for the timber which you cut on the south side of the slipped line to which you have referred?

A. On the south side of the line all the shingles we got for Kader Taylor, he was to take one-third and pa two thirds.

Q. You stated just now that you had not heard Mr. Kader Taylor say anything about his land, but one time, please state if you recall anything that you have heard Mr. Richard Taylor say in regard to his or his brother's property?

A. I have heard Richard Taylor say several times, many times, that he bought his land, and Kader had promised and was willing to give him a deed any day, if they could get together, but he had no deed himself, and he had to get a deed first to give Richard a deed.

I have heard him say that much several times.

Q. Did you ever hear him say how much of the property of which his father died seized and possessed was his, up to what point?

A. Said to be fifty acres of ~~xxland~~. the land.

Q. Did you hear him say how this land was bounded or designated between himself and his brother?

A. No more than I saw when we was working there, and Richard worked by that line, and didn't go on Kader's lines for nothing, when we was working for Richard, the line kept it apart between the two brothers.

Q. Did you ever hear Richard Taylor say whether he had paid for his property up to that line?

A. Yes sir, every dollar of it, he told me.

Q. Do you know anything about that five acres of land which was excepted in the deed five or six years ago from Kader Taylor to the Gay Manufacturing company, that is where it is located?

A. About a piece he excepted for his own use, I didn't hear anything said, I didn't hear him say anything about it at all, all I know about it, my brother Bob told me, that he told him, that he sold all of his lumber, excepting that little piece, on a Mrs. Vann, located on the south corner of his home tract in North Carolina.

(Answer accepted to as hearsay.)

Q. On which side of the slipped line to which you have referred does this five acres lie?

A. On the south side.

Q. Do you know of your own knowledge that five acres, or about five acres has been left standing?

A. Yes sir, I have seen it, that is the only piece but what the company cut over.

Q. If the five acres were intended to begin at the Rosemary pine to which you have referred in the line with the Gay Company, what direction would that be from Richard Taylor's field?

A. About southeast, nearly south from Richard's house.

Q. What direction would it be from Kader Taylor's field?

A. It would be northeast, nearly north.

Q. Do you know of a rosemary pine in a line between these parties, located down near the Corapeake Swamp, or about southwest of Richard Taylor's house?

A. No sir, I don't know of any rosemary pine down there.

Q. If there was a rosemary pine down in that direction, how much woodland in your opinion would lie between Richard Taylor's fence, and the slipped line between himself and his brother, that is west of the cart way, leading by the Richard Taylor home, and in the direction of the Corapeake Swamp?

A. I suppose about three acres, that is all I can make it.

Q. Is that part of Richard Taylor's property well wooded?

A. Yes, sir, not so well either, because Richard had it cut off once by the company and it is scattering.

Q. Do you know of any reed bottom or foot bridge up in that portion of Richard Taylor's land?

A. No sir, I know of one, I have seen it, and have walked across it, back of Kader Taylor's kitchen, right back of that, long about that excepted piece which I can see in passing by there, he always went across that when he fed hogs on a little hill, I have been there squirrel hunting. There is a reedy bottom there also.

Q. During the twenty odd years which you state Mr. Richard Taylor has occupied the property, north of the slipped line to which you have referred has any one else been cutting timber, getting woods mould,

(continued)

or otherwise interfering with that property north of that line?

A. None at all sir.

Q. During the twenty odd years to which you have referred has Mr. Richard Taylor's possession been intercepted in any way, meaning by that has there been any difference in the possession north of this slipped line?

A. None at all.

Q. Has his possession or not during this period been continuous, that is has he moved away, and then moved back again?

A. He certainly have been there ever since he moved there.

Q. Do you know whether Mr. Richard Taylor's possession north of the slipped line, to which you have referred, has been open, visible, and notorious, that is such a possession that observers would be compelled to notice?

A. I don't know anything about it.

Q. I will ask the stenographer to read you the question again, and you will then please tell me whether or not you understand it?

A. Well I didn't understand that part of it exactly, but I will tell you all I know is that Richard Taylor has always had possession of this part of the property, and there seemed to be no question about it, there wasn't no difference that I could hear, nor none of the rest of the neighbors around didn't hear anything about it, felt all the time it was Richard's land, until Mr. ^{Spurlock} ~~Wallow~~ went there and bought the lumber.

Q. Who is, in the neighborhood in which you live, reputed to be the owner of the property north of the Norfleet Field Branch?

A. They all understand it belongs to Richard, that is all understand it.

Q. Has anybody occupied any part of the property north of the Norfleet Field Branch, during the possession to which you have referred, except Mr. Richard Taylor?

A. No sir, nobody except Richard, eversince he moved there he has been there, working on the land, and selling what he made, and what he didn't use.

Q. Did you ever hear of Mr. Richard Taylor renting this property from Mr. Kader Taylor?

A. No, sir, no indeed.

Q. Did you ever hear or know of Mr. Kader Taylor, or any one in his behalf, north of the sliped line to which you have referred, using timber, cutting lumber, erecting buildings, or anything of that kind?

A. Nobody unless it was Richard.

Q. Do you know whether or not there was a house on the property upon which Mr. Richard Taylor now resides, when he first moved there?

A. I don't know anything about that. I never was there until Richard built the little house he lives in.

Q. Do you know whether or not Mr. Kader Taylor, his wife, or any one for them superintended the building of this house, or paid any of the lumber on it?

A. Richard paid it, Kader didn't pay nothing as I know of.

Q. Mr. and Mrs. Kader Taylor allege in their answer to this suit, that Mr. Richard Taylor has not claimed the property at all, until a short time ago. Do you know whether or not this is a fact?

A. I know that he claimed it and lived on it for twenty-five years or longer.

Q. Mr. and Mrs. Kader Taylor in their answer claim that they have whenever they desired or saw fit, gone upon the land north of the sliped line, to which you have referred, and taken therefrom straw, lightwood, wood mould, fence rails, and timber for kindling wood, without asking Mr. Richard Taylor's consent?

A. I havn't never known them to cross that line, with a cart, after no timber, nor straw, woods mould or anything of the kind. I have never seen them over there.

Q. Do you know anything about Mr. Jim Taylor ever having bought timber or anything of the kind from either Mr. Richard or Kader Taylor?

A. Yes sir.

Q. Please state what you know regarding this?

A. My brother Jim, well I saw him do these things, he cut telephone poles on Richard's land, and also my brother Bob took hewed white oak ties on Railroad's land, on the north side of the slipped line.

Q. Do you know whether or not Mr. Kader Taylor received settlement for these poles?

A. Richard received settlement.

Q. Do you know anything else bearing upon the ownership of the property north of the slipped line, to which you have referred, or bearing upon the line itself, as a dividing line between Messrs. Richard & Kader Taylor?

A. I believe that is about all I know, I might think of something else you know it might be something else, that I know and haven't got in my head right now.

Cross-Examined.

Q. Please tell me what relation are you to Mr. Richard Taylor?

A. Well I suppose we might be second cousins.

Q. You are the same relation to Kader?

A. Same to Kader, yes sir.

Q. Do you know to whom all the land now in possession of both Kader and Richard Taylor, and lying both north and south of the slipped line you have mentioned, formerly belonged to?

A. What is lying in Virginia, Richard ~~xxxx~~ got his part from his mother, also Kader got his right from his mother, so they say.

Q. Then your information is that both of these parties inherited the tracts of the land which they respectively claim from their mother?

A. It belonged to her once.

Q. Do you know whether she ever made them, or either of them a deed for it?

A. No sir.

Q. Have you not heard this matter discussed in the community, during the twenty years you have spoken of?

A. Well Richard and Kader bought it. It was put up I suppose and it sold off to pay what their old parents owed, and I understand that Kader went ahead, and bought, and asked Richard to put in with him, and take as much as he wanted of it, would he do it? Richard said yes, being as it belonged to his mother once, he hated for it to go away, I suppose he sold to some one else, and he told him so, and that he would take as much as he was able to pay for, somewhere about fifty acres.

Q. Do you know or have you ever heard who bid it in, and ~~xxxx~~^{whether} it was sold for the old debt you have spoken of?

A. Kader I suppose?

Q. Do you know who paid for it?

A. Kader paid for part, and Richard the other part.

Q. Do you know who got the deed for it, if any was ever given?

A. I saw it on record at the Clerk's Office that Kader come to Suffolk and got a deed that covered the whole tract, Richard and him all in it.

Q. Do you know how much it sold for when it was put up and sold?

A. No sir, I don't know exactly, I don't recollect it exactly.

Q. Do you know who paid the purchase money to the party who put it up and sold it?

A. Richard and Kader.

Q. How do you know that Richard ever paid any part of the purchase money?

A. Because Richard said he did, and he is a truthful man, and I can take his word, and I have people say the same that Richard paid for it.

Q. You never saw him pay anything?

A. Of course I wasn't there, I was living where I am now.

Q. Did he say that he paid the commissioner who sold the land, for his share of it, or did he pay Kader Taylor for it?

A. No sir, he didnt pay Kader Taylor, he paid Dr. Parker.

Q. Do you know how much he paid for what he claimed to be his fifty acres?

A. Not exactly.

Q. You have spoken of a sliped line to the southeast and west which divides the Kader Taylor tract from the 50 acre tract now claimed by Richard Taylor. Do you know who chopped this line?

A. Well Richard's wife said that Kader came up in the yard and borrowed an axe, that was the first time, and this was the last time that Kader sold his timber to the Gay Company, he went up to the house, and borrowed an axe, to show the company whose timber it was, and to keep it apart.

Q. Do you know who first chopped this line?

A. Richard and Kader I suppose.

Q. Why do you say you suppose?

A. Well Richard, I can believe him just as much so as if I saw it, he told me that he sliped it, both of them went together, and I saw it pretty soon after it was done, and then the line was getting old and dull, and when he sold his lumber he marked the line fresh.

Q. Cannot you believe also what Kader tells you?

A. Certainly if he was talking to me, I could believe what he said, but he hasn't told me anything about it.

Q. You regard him also as honest and as truthful a man as Richard do you not?

A. Well I cannot tell you that I never have had the dealings with Mr. Kader Taylor that I have with Richard.

Q. What particular dealings have you had with Richard otherwise than cutting cypress shingles.

Q. Oh! Any time, helped him to house his crop, also he helped me.

Q. You say your land adjoins Kader Taylor tract. Have you been living there for the last twenty years continuously, and have not moved away?

A. Yes sir:

Q. You still live there?

A. Yes sir, still live there.

Q. You know how the public county road runs along by Kader Taylor's house do you not?

A. I think I do.

Q. Does it run nearly east and west?

A. Road right in front of his house runs northwest and southeast.

Q. Kader Taylor's land lies on both sides of this county road does it not?

A. Yes sir.

Q. When Kader Taylor and his wife, by deed made on the 28th day of October, 1907, sold the timber on that land to the Gay Manufacturing Company, they reserved five acres. Will you tell me where this five acres lies, on the north side or the south side of the public county road?

A. Well I haven't seen any excepted on the north side of the county road, but I have seen a piece excepted on the south side of the county road, I have seen a piece there standing that was not cut.

Q. How many acres did that piece contain?

A. I couldn't tell you sir, it is a small piece.

Q. How do you know that is the piece excepted by that deed?

A. Well my brother Bob showed it to me, and told me he sold all of the balance of his lumber up to this piece, here, have ~~excepted~~ this for rail timber, and stove wood, and his son Herbert was about to cut it all in stove wood.

Q. This five acres lies then on one side of the county road, and the Richard Taylor tract on the other side of the County road?

A. That is true sir.

Q. Do you know that when Kader Taylor and his wife sold his lumber to the Gay Manufacturing Company that he sold the entire tract except that five acres?

A. Wasn't there when he sold it, but heard talk of it pretty soon after it was done.

Q. I will now read you a description of the five acres reserved by that deed, and it reads in these words:

" Save and except five (5) acres thereof southwest of the field, and across the footbridge and starting at a reed bottom, starting at a chopped rosemary pine and running down the Norfleet field branch, to the Corapeake Swamp."

Did I not understand you to say that the only rosemary pine ^{where} that you know of is the boundary line starts at Richard Taylor's side of the County road.?

A. The pine of the dividing line is ^{on} the north side of the county road.

Q. Have you ever seen a slipped rosemary pine on the south side of the county road?

A. No sir, I have not.

Q. Is not the Norfleet filed Branch on the north side of the county road?

A. What they call the Norfleet field branch is on the north side of the county road.

Q. Now then if the slipped rosemary pine which you know, and the only one which you know of, and the Norfleet filed branch are both on the north side of the county road, ~~xxxxxxxxxxxx~~, and by his deed in reserving the five acre piece both the slipped rosemary pine, and the Norfleet field branch are mentioned as a boundary of said ^{five} ~~xxx~~ acres, must not the five acres be on the north side of the county road?

A. It ought to have been but it is not there.

Q. The if I understand you, the description in this deed, in your opinion is not a correct description?

A. No sir, it is not.

Q. When you cut the shingles that you spoke of do you know whether Richard Taylor had paid Kader Taylor or Dr. Parker, or anybody else?

A. He had paid Dr. Parker.

Q. How do you know he had?

A. Because he said he had, I cannot dispute his word.

Q. Is it a fact that there are any cypress lying along or close by this chopped boundary line?

A. Yed sir, there is some scattering.

Q. Are they on the east or west side of Richard Taylor's avenue?

A. They are on the west side, on the swamp side.

Q. Do you know when and where Richard Taylor and Kader Taylor first got together and made a bargain by which Richard Taylor was to have fifty acres of this land?

A. No sir, I don't know, was not there.

Q. Do you know that they ever got together and bargained about it?

A. Richard was the man that told me where he was at, and all about it.

Q. Where did he say they were?

~~A. Along sometime they was to Kader and some time they was to Richards~~

A. Along sometime Richard was to Kader's and Kader was to Richard's talking about it, made a bargain mighty quick, it was agreed very easy.

Q. How many times has the timber been sold off that land to the Gay Manufacturing company?

A. It has been sold twice off of Kader Taylor's part, and once off of Richard Taylor's part.

Q. Who sold it the first time it was sold?

A. Kader sold his own timber, but did not go over the line.

Q. Did not Kader sell it all the first time?

A. Well if he sold it, they didn't cut it, I guess Richard sold it himself. Well of course, I didnt see niether one of them selling.

I was there when the company was cutting for Richard., and I knew who they were cutting it for.

Q. How many acres of the part claimed by Richard is cleared?

A. Well, I don't rightly know, I cannot say exactly, I reckon somewhere about twenty-five acres.

Q. Was there oever much timber on the other twenty-five acres?

A. There is right good timber on it now. There was good timber on ~~Qx~~ it before it was sold the first time.

Q. Do you know as a matter of fact, and of your own knowledge that Kader Taylor, nor his son, nor his servants have never been on the fifty acre tract of land claimed by Richard Taylor, and taken off, straw, and wood mould, and other things of that kind?

A. No sir, I have never know them to cross that line after wood, straw, timber or woods mould, and if they did it I didn't see it, and I have never seen where they raked it up, it is no place for straw anyway, it is old wood.

Re-cross.

Q. You have stated on cross examination that about ^{*Twenty*} five acres of Richard Taylor's property is cleared. How much was cleared if you know, when he first went there?

A. Well Richard showed me where there was a little spot cleared, it was a very little place.

Q. About how much would you say?

A. About two ot three acres.

Q. Do you know who cleared the remainder?

A. Richard nisself, and he hired right smart of it grubbed up by dar-kies.

Q. Who built the residence and outbuildings which Mr. Richard Taylor now occupies?

A. He hisself. That is not the house that was there when he went there. The only house which was there a little log house, now destroyed.

Q. How do you know that Mr. Richard Taylor put these improvements on the property?

A. Well I saw him doing the work, right smart of it, and then I hope him to do some of it myself.

Q. You stated on cross examination that Mr. Richard Taylor told you ~~that~~ he paid Dr. Parker. Do you know whether or not Richard Taylor ever got any share out of his mother's estate?

A. Richard never got no share.

Q. What became of his share?

A. It is into it yet.

Q. Do you know whether or not his brother Sam ever got his share of the property?

A. His brother Sam sold to Richard Taylor.

R. L. Jones, being duly sworn, deposes and says as follows:

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

A. R. L. Jones, 45 years, Gates County, North Carolina, farmer, and I know both Kader and Richard Taylor quite well.

Q. How far do you reside from Richard and Kader Taylor?

A. About one and one-half miles.

Q. Do you know whether either of these men, or both of them own the land on which they reside?

A. Well I think both of them own each place, so far as I know.

Q. Please state what you have ever heard Mr. Kader Taylor say in regard to the ownership of by himself, of the property upon which he resides, or either in regard to the ownership of the property of Richard Taylor, and upon which he resides?

A. Well I never heard the old man Kader Taylor say anything in regard to the land only but one time, and that has been about twenty-five years ago, or thereabout, I think it was in 1885 or 1886, I was superintending for R. E. Nelms who had a contract hauling logs for the Gay Company, from the property of both of these gentlemen.

(continued)

My business in the woods was to look after the logs, and cutting and hauling of Mr. Kader Taylor's lumber, and the cutting of Mr. Dick Taylor's lumber, and as they was hauled fro, Mr. Kader Taylor's on the cars, reported to Mills Gay, whenever we sent off his logs, and when we sent off any for Mr. Richard Taylor reported for Mr. Richard Taylor. We had two or three skidways, loaded sometimes at one place, and sometimes at another. And Mr. Kader Taylor he come out there one day and showed, at least I asked him where was the state line, as the Gay Company had bought down to the state line, that was in front of his house, over there in the woods. That was before the new state line was established in 1887. He showed me the state line, and pointed his hand over the other side of the path and said that line yonder is where Dick's land commences, and told me that he wanted me to keep the logs separate. Mr. Dick Taylor came out one day, and showed me this line, which was the same one that Mr. Kader Taylor had showed me.

Q. What kind of a line was it that Mr. Kader Taylor, also Mr. Richard Taylor respectively showed you, and describe where it was?

A. Mr. Kader Taylor showed me the old state line, and then he showed me the Richard Taylor line, about where it was, but he did not go down ther, as the wagons were passing backwards and forwards. It was a slipped line between Richard and Kader Taylor. It has been so long since I have been there, I could not positively locate that line.

Q. Do you recall in what direction it ran?

A. I really couldn't.

Q. What was it you started to say just now about some ties?

A. Well I ~~heard~~^{counted} some ties for Mr. Dick Taylor, for Mr. Nelms, that was about 1886. I saw Mr. Nelms pay him some money here in Suffolk for them.

Q. Where were those ties when you counted them?

A. They were on the railroad tract, close to Mr. Dick Taylor's house.

Q. Did you count any ties for Mr. Kader Taylor?

A. No sir, I did not. We cut about two thousand for the Gay Company, and Mr. Nelms bought them from Mr. Richard Taylor for the Gay Company.

Q. Do you know whether or not Mr. Richard Taylor received settlement for the timber cut upon his land, for the Gay Manufacturing Company?

A. I was present once. Well I was in the Suffolk Gay Company's Office, and Mr. Barton, I think he was the Superintendent at that time he gave Mr. Richard Taylor a check for his money. I also think Mr. Kader Taylor was present and Mr. Barton gave him a check for his lumber at the same time. The office was across the bridge, way over to the big mill.

Q. Do you know of any other timber which has been sold by Mr. Richard Taylor, north of the Norfleet field branch?

A. I have seen some telephone poles cut by Jim Taylor off of this land but I was not there when he cut them, and did not see him cut them.

Q. Do you know of any piling that was ever cut either on Mr. Richard or Kader Taylor's land?

A. Old man Nelms had an order for sixty 36 feet logs, and there was some objection in the ^{woods} about the measurement, with Mr. Kader Taylor, and we went on Dick Taylor's land, and cut the remainder.

Q. Do you mean that you could not agree with Mr. Kader Taylor for these logs?

A. On account of measurement, it seemed he wasn't satisfied because we measured the little end.

Q. He ~~not~~ objecting, I understand Mr. Nelms did agree with Mr. Richard Taylor and cut off of his property?

A. With Mr. Richard Taylor.

Q. Do you know who is reputed to be the owner of the property north of the Norfleet field branch.

A. Mr. Richard Taylor

Q. Did you ever hear of his having rented it from Mr. Kader Taylor?

A. Never heard of it until the law suit started .

Q. Did you ever hear Mr. Richard Taylor make any remarks regarding his ownership ~~of~~ the property north of the Norfleet ~~field~~ ^{road} branch?

A. Yes sir, I heard him say that he paid for it, and he wanted a deed for it, but they wouldn't give it to him.

Q. How often have you heard him make such a remark, or a similar remark?

A. Well a half a dozen times I guess.

Q. Do you know whether or not he was claiming this property when you were logging for R. E. Nelms?

A. Yes sir, Mr. Richard Taylor was claiming it.

Q. To your knowledge, how long has Mr. Richard Taylor been in possession of this property?

A. I was working there twenty-five years, ~~agg~~ and he was there then . about twenty-seven years.

Q. Has his possession since that time been continuous and uninterrupted?

A. Yes sir.

Q. Has his possession been open, visible and notorious?

A. Yes sir.

Q. Has any person ~~XXXXXXXXXX~~ ^{occupied} this piece of land during the twenty-seven years to which you refer, other than Mr. Richard Taylor, either in whole or in part?

A. Not any one, he has been there ever since.

Q. Has Mr. Taylor's use of this property been such as is usual with people owning property?

A. Yes sir.

Q. Do you know anything regarding the amount of land which was cleared or the number or kinds of buildings which were on this property when Mr. Richard Taylor went there?

A. Well, there wasn't but one little log house. Well I ~~XXXXXXXXXX~~ couldn't say about the amount of cleared land, I never was there but once ~~in my life.~~ ^{before he improved it -}

Q. Have you ever heard of Mr. Kader Taylor claiming any interest in the property owned by Mr. Richard Taylor until very recently.

-19-

A. No sir.

Q. When did you first hear of this?

A. Since this law suit started up.

Q. Have you ever heard or known of Mr. Richard Taylor admitting that he had no right to the property that he owned and expected to leave it?

A. No sir.

Q. If there is anything further that you know regarding any of the matters in controversy, and which I have not asked you, please state it?

A. I don't recall anything else at present.

Cross Examined.

Q. Mr. Jones you really know nothing about the title to any of this property except by hearsay?

A. No sir.

Q. Do you know who holds the deed for it?

A. I do not.

Q. Do you know of your own knowledge, whether Mr. Richard Taylor, ever paid a dollar for any part of it?

A. Not of my own knowledge, only what I have heard Mr. Richard Taylor say.

Q. You never saw any money passed did you?

A. No sir.

Q. You were never present at any time when any line was run between their separate tracts were you?

A. No sir.

Q. In fact if I understand you, you never have been personally down that line at all?

A. No sir, just only saw it riding backwards and forwards, and knew there was a line there.

Q. You do not know who made this line do you?

A. No sir, only what I have heard.

Q. Do you know for what purpose it was made?

A. Nothing except what I have heard. Heard that Richard Taylor had bought it, and that it was a line between the two.

Q. Did you ever hear how much land Richard Taylor bought?

A. Fifty acres.

Q. Did you ever hear how much he was to pay for the fifty acres?

A. No sir.

Q. He never told you that?

A. No sir.

Q. Did he ever tell you how and when he paid for it?

A. I heard him say several times he paid Dr. Parker some money.

Q. How much do you consider that fifty acres worth?

A. Well I really couldn't tell you sir, it isn't worth much.

Q. Do you know who has been paying taxes on this fifty acres for the last twenty years?

A. I do not.

Q. Richard Taylor never claimed ^{in your presence} ~~to any person~~ that he had paid the taxes on it did he?

A. No sir.

Q. Is it not usual when a man owns land and timber, ~~if~~ it is his duty to look after the taxes, and keep the taxes paid?

A. Well it is usual of course, but there may be some exceptions.

Q. Can you tell me, how it was if Richard Taylor claimed this land and if it was his, how he was contented to let someone else pay his taxes?

A. Well I heard him say he had a right into it, and that he bought his brother's share, and had paid the balance of the money, and that Mr. Kader offered to give him a deed for it, but the lady would not agree to it.

Q. You only know this merely as a matter of hearsay told and Taylor himself?

A. Yes sir.

RICHARD TAYLOR, Plaintiff,

vs.

WILLIAM TAYLOR, et als. Defendants.

[illegible]

INDEX.

[illegible]

ROBERT H. RUSH
SHORTHAND REPORTER
340-2 MONTICELLO ARCADE
NORFOLK, VA.

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1 KADER TAYLOR, being first duly sworn by S. E. Everett,
2 Esq., Notary Public for Nansemond County, Virginia, testified
3 as follows:

4 DIRECT EXAMINATION

5
6 By Mr. Everett:

7 Q. Give your name, age, residence and occupation.

8 A. Kader Taylor; residence, Nansemond County, Virginia - right
9 here; age, I am about eighty years old, I don't know, I think I
10 am in my eighty-one, and I am a farmer.

11 Q. Are you a defendant in this suit? A. Yes, sir.

12 Q. Mr. Taylor, your brother has brought a suit against you,
13 asking the court to require you to convey to him a certain tract
14 of land that he now lives on, consisting of about fifty acres;
15 that he is the owner of the land and that you have a deed to
16 the same, and refuse to give him a deed. Will you now start
17 at the beginning of this matter and tell everything you know
18 about it?

19 A. The first or beginning was Sam Taylor called for his
20 interest and he petitioned me. He started to have it sold,
21 and I went down and petitioned to Mr. Causey - he taken it -
22 he taken it to sell, and the first thing I knowed the land was
23 up for sale and Dr. Parker's wife went down and told me, and I
24 didn't make any calculation of buying it there until I got
25 there - when I got there - or, I saw Dr. Parker as I went along
26 and I asked him could he let me have a little money; if he

1 would, I would buy it, and I asked him if he would bid it off
2 for me and he said yes, and he went on down and I said to him to
3 bid it off for me, and it was sold and he bid it off and then
4 he called for I think thirty or sixty dollars to pay expenses,
5 I think it was sixty dollars, and I paid him. Then about near
6 the end of the year - I don't know how many dollars it was - I
7 paid \$211.00, and he told me then, he says, "You have paid \$11.
8 over half". Then I paid \$11.50 on there and then it stood so
9 until I made another payment and then Dr. Parker he left me in
10 there and I borrowed the money from Mr. Parker and nobody was
11 not needing it at all, then Richard Taylor, after that he want-
12 ed to get it - wanted to get in some on it, and you see what he
13 has paid on it right down there, as far as I know - you can see
14 what he has paid on it and I consider the land stands in my
15 name and it is our land and you can see the payments made right
16 there, and that is about all I know about it.

17 Q. When you went down there to buy this land had Dick ever
18 mentioned anything to you about buying part of it?

19 A. He called me Kader - and petitioned Dick to take a little
20 bit of it and he refused to take it, and after a little while
21 he agreed to take a piece of it.

22 Q. I mean this now - was your understanding when you bought
23 it at the Court House door before that time that you talked to
24 Dick about buying any of it?

25 A. No, sir, not a word, no, and he never agreed to go into it
26 until it got into Dr. Parker's hands. Mr. Causey put it in

1 his hands to be settled off to the heirs.

2 Q. When you borrowed this money from Dr. Parker at that time
3 had Dick come in? A. Yes, sir.

4 Q. Did Dick borrow this money from doctor, or did you borrow
5 it from Doctor for Dick?

6 A. I borrowed it for myself, I borrowed the money.

7 Q. How much was this?

8 A. How much I borrowed from him - \$175.00 - and I think
9 thirty-two cents.

10 Q. At the time that you borrowed this money from Dr. Parker,
11 did Dick Taylor sign that bond and you become his security?

12 MR. CRUMPLER: Question is OBJECTED to as
13 leading.

14 A. Not signed it as I know of.

15 Q. What arrangement did you have with Dick at the time you
16 borrowed the \$175.00?

17 A. He had said he would take a piece of it.

18 Q. A piece of the land? A. Take a piece of the land.

19 Q. What piece was he to take? A. Take the piece that he
20 had built a little house on - a little box house on.

21 Q. Was he living on there before the money was borrowed?

22 A. I think he had. I told him to go there, may be he would
23 have a chance to get a piece - then words. I says, "Go put a
24 house up, this is so sickly - up to this old brick building -
25 that every one will stay there and die", and Dr. Parker attend-
26 ed them there when they had typhoid fever, and I says, "You had

1 better go there and put your house there and may be you will
2 have a chance sometime to get you a piece of land.

3 Q. How much was he to pay for that place?

4 A. I couldn't tell you. He would pay particular for it. He
5 had to make payments on it and pay up \$175.00.

6 Q. You say he had paid about \$175.00. Do you mean that if
7 he had paid \$175.00, that you would have given him a deed for
8 the place he was living on and just what he is contending for
9 to-day? A. Yes, sir.

10 Q. Whether he signed the bond with you, or not, that was
11 understood if he paid the \$175.00 to Dr. Parker, you would give
12 him a deed for the tract of land that he is now living on?

13 A. Yes, sir, and I paid \$50.00 on there.

14 Q. How much did Dick pay on that \$175.00 to Dr. Parker?

15 A. I couldn't tell - - made little payment of \$25.00, but I
16 couldn't tell whether he made a payment, or not, it has been
17 done so long that my head is cleared out.

18 Q. You think he made a payment on it? A. Yes, at one time.

19 Q. And the balance you paid? A. Yes, sir, I paid it
20 myself, and I kept on paying and I thought I had paid for it
21 and ought to have a deed for it.

22 Q. You say it was paid, the \$175.00, and you say you don't
23 remember whether he signed the paper, or not - your brother?

24 A. I don't know.

25 Q. You don't know that? A. No, sir. He
26 would never come up in reach to sign any papers, and I know

1 everybody thought and I said I paid for the land and the land
2 was mine - how are you going to do any better - I paid the
3 money out.

4 Q. After you paid this money out, did Dick Taylor then come to
5 you or ever ask you to give him a deed for that tract of land?

6 A. No, sir, he never did in his life. He come to fix it up
7 one time down there (indicating), but he would never come here
8 to fix it out. He asked me one time down here would I fix
9 this business and I said to him to get ready - that was to get
10 the money. He went off to borrow the money, but he come back
11 without any.

12 Q. Where did he go to borrow the money?

13 A. I understand he went to Frank Roundtree's.

14 Q. How long has that been? A. That has been ten or
15 twelve years, I can't say exactly.

16 Q. When Dick Taylor went over there did he pay you any rent,
17 or not? A. He ought to have paid me rent, but I
18 didn't get none, and this land, he used the land, and he got a
19 privilege on that land the same as I did and everything he cut what
20 he wanted and I never said anything to him, as I knowed he had
21 to live.

22 Q. Sometime in 1886 - - A. Now, that was - -

23 Q. Let me ask the question. Sometime in 1886 the timber
24 was sold to the Gay Manufacturing Company?

25 A. Yes, I sold the whole timber myself.

26 MR. CRUMPLER: The question is OBJECTED

to as leading.

(Witness) I don't know the date, I have no education at all you know.

Q. Do you know when the timber was sold to the Gay Manufacturing Company - what year?

A. I don't know, sir, exactly what year it was.

Q. How long ago has it been?

A. I reckon twenty-five or thirty - twenty or twenty-five years ago. You will find it on the paper, but I can't recollect nothing about it, but if Dick had done right, he would have had everything fixed up. I says, "You get ready", and he went off somewhere to borrow the money, but he didn't bring none to me and sold the whole timber on it.

Q. When this lumber and timber was sold, Mr. Taylor, it was sold on both tracts?

A. There was not but one tract on it.

Q. When you sold the timber on both tracts, or what you claim was one tract, did you convey all the timber that was on Dick Taylor's?

A. No, sir, I took and sold the timber to Bill Camp for \$1.00 a thousand, and I excepted for part of the timber, and I says to Dick, "You paid it - take that money that is paid, you take it and pay it over to me," I says, "and then you take the land - pay that \$190.00 over to me, then you take the land".

Q. You told him the lumber could be kept separate?

A. It was sold - sold in my name, and marked in my name, but

1 some said it was changed, but I don't know it was changed.

2 Q. Would you say that Dick got all that was over the Norfleet
3 Field Branch - he got the money for all that? A. Yes.

4 Q. And it didn't pass through your hands?

5 A. He never paid me a cent. I told him to sell that timber
6 and pay the money over, and he could take the land, as that
7 was all I was seeking for.

8 Q. In your answer you stated that you loaned Dick Taylor
9 \$190.00?

10 A. That's \$190.00.

11 Q. How did you lend him that \$190.00?

12 A. I loaned him \$190.00 to make that payment to me and take
13 the land.

14 Q. Do you mean it was what the timber sold for?

15 A. Yes, just what the timber sold for; that is, \$190.00.

16 Q. When the land was sold, Mr. Taylor, who paid the heirs
17 off?

18 A. Dr. Parker - Mr. Causey - paid
19 through to Mr. Causey to settle with the heirs, he paid it over
20 to the heirs.

21 Q. Do you know that Sam Taylor got his share, or not?

22 MR. CRUMPLER: The question is OBJECTED
23 to as leading.

24 A. He got - I think he got it every bit.

25 Q. Do you know whether, or not, Richard Taylor was paid his
26 share?

A. No, sir, I don't know exactly, I can't tell exactly, but

1 I think he got his share - they all got their shares - paid off.
2 I bought the land myself.

3 Q. Were you the oldest brother? A. Yes, sir, I am the
4 oldest one, - right smart older than the others.

5 Q. Did you look after these interests?

6 A. No, sir, I had no education at all. I could see you
7 sitting there writing, but I couldn't tell what you were doing,
8 and Dick was the same, he couldn't tell what they were doing.

9 Q. Mr. Taylor, it appears from the receipts that you filed
10 with your answer that there have been some erasures and changes
11 in some way, and also a bond has been changed that was given
12 Dr. Parker for \$175.00, and this bond was signed by Dick Taylor,
13 as well as yourself?

14 A. Yes. I don't know how -

15 Q. Can you explain how this was done, or who did it?

16 A. No, sir, I couldn't tell you anything about it, for I don't
17 know anything of it at all. He gave me the papers and I brought
18 the papers home and put them in the bottom of my trunk, and I
19 don't know anything in this world about it, and I can't give no
20 account of it, unless the Doctor wrote down the name and scratch-
21 ed it out, as I seen him doing something like that on the paper.

22 Q. But you can't read?

23 A. No, sir. He was sitting, but I couldn't tell no more
24 what he was doing than nothing - nothing about it. It was put
25 in his hands to settle up, and I think that was one time - I
26 don't know.-

1 Q. I understand you to say you paid all this bond, with the
2 exception of \$25. or \$30. and that was what Dick paid?

3 A. Yes, sir, and I told Dick myself, I says, "Just take this
4 timber - sell this timber - and return me the money back, and
5 take the land"- that he could take the land. The land was
6 about to be sold - for Sam Taylor petitioned me to have his
7 rights out of it and Mr. Peter Prentiss said, "You had better
8 let that alone for awhile".

9 Q. Do you know whether Dick and Sam Taylor owed Dr. Parker
10 anything when this land was sold?

11 Question OBJECTED to as leading.

12 A. Every one owed him - every one of the heirs owed him,
13 because I got that from the Doctor myself.

14 Q. Dr. Parker used to live near here, didn't he?

15 A. Yes, sir, about a mile from here.

16 Q. Was Dr. Parker living here when the money was borrowed
17 from him?

18 A. No, sir - yes, sir, he was living down here - yes, he was
19 living down here when I borrowed the money from him. I
20 understand some, I hear they borrowed the money, but I borrowed
21 the money myself, and everything was in my hands.

22 Q. But you say Dick did pay some on this debt that you borrow-
23 ed there from Dr. Parker?

24 A. He paid off \$25.00; then I thought I had paid it all out
25 afterwards.

26 Q. When did you take this bond?

1 A. I don't know, sir, - I took it in - I taken the papers to
2 Suffolk and handed it over - went up there.

3 Q. You don't know the date, but when you paid the last dollar
4 he turned the papers over to you? A. Yes, sir. Settled

5 when in Suffolk - Dr. Parker was a friend of mine and when he
6 was up here I always employed him as my doctor, and that is how
7 I got word about the land, he sent me word that the land was
8 going to be sold, and I didn't take no papers to find out, that
9 it was going to be sold, and he sent me word.

10 Q. A number of people have said that you have often pointed
11 out - that you have often pointed out the line between you and
12 Dick?

13 A. Mr. Everett, it comes to me from this one and that one and
14 the other one that they found out something, but what they
15 would do - and I give them poles off the land, and says "Don't
16 go on Dick's, don't go on Dick's".

17 Q. You say that the line was marked when the timber was sold.
18 It was your intention, whether you said anything, or not, that
19 that was the line between the two places, and, if Dick had paid
20 for it, you expected to convey that property to him; is that
21 correct?

22 A. The land that lies down the Norfleet Field Branch.

23 Q. That was the land that you were going to give him a
24 deed for?

25 A. Yes, as he had paid the money; if he had turned the \$190.00
26 over to me, I would have given him the land, and he could have

1 come to a settlement of that thing without doing what he did -
2 he could have settled it after a fashion.

3 Q. As I understand you meant to pay Dr. Parker \$175.00;
4 that is the amount that Dick was to pay you for the place that
5 he was living on, that you were to give him a deed when that
6 amount was paid? A. Yes.

7 Q. Is there anything else that you want to say before you
8 close?

9 A. I reckon there is nothing else that I know particular.
10 There is other things because he didn't do right anyhow, and
11 the Doctor you see - Mr. Causey didn't give me a deed, I reckon
12 I went fifty times after that deed, and he says, "The land is
13 yours - a man couldn't take that land from you", but I says,
14 "I want the deed", and he says, "I ain't had a chance", and he
15 talked like the deed was wrote but he couldn't find it, and I
16 wanted to petition for another deed, I didn't know how I could
17 do it, but I wanted to go before the court, anyhow we waited
18 awhile to see if the deed could be found, but they said there
19 was no deed - Mr. Causey - I seen Nat Causey and I told him he
20 ought to furnish that deed, and he said he couldn't, as he
21 had nothing to do with it, and then I spoke to James MacLemore.

22 Q. James L. MacLemore that is now Judge, you know that?

23 A. Yes, sir, but I ain't been to Suffolk in ten years I
24 reckon.

25 Q. The last time the lumber was sold, it seems that you didn't
26 get any on Dick Taylor's part; can you explain that?

1 A. I had sold that. I had a right to except a piece of land
2 on any part of the land I had; I excepted a piece over here.

3 Q. You didn't sell that on Dick's part at that time?

4 A. No, sir.

5 Q. And neither did Dick sell it?

6 A. I don't see no right as he could sell it - I don't see how
7 he had any right in the world. I believe Dick made one in-
8 tention to sell it sometime to Crocker - I heard so, but I
9 don't know it for a fact, as I have heard lots I don't believe.
10 I am not well myself, my head is affected, and I can't recol-
11 lect much, as my head is sore, and I had a rison in this ear
12 over here and I am sick.

13 CROSS EXAMINATION
14

15 By Mr. Crumpler:

16 Q. You have heard that since this suit was begun, have you
17 not?

18 A. Yes, I have heard some of them speak about it.

19 Q. You were not surprised that he was trying to sell it to
20 Mr. Crocker, were you?

21 A. I don't see how he could sell it.

22 Q. You did what? A. I heard he tried to sell it
23 I don't know - I don't know whether it was so, or not.

24 Q. I say you would not have been surprised, if he had been
25 trying to sell it, would you?

26 A. I don't know about that. I think if he owned the land,

1 he would have fixed up as long as he had been cutting and
2 slamming on the land.

3 Q. Now, Mr. Taylor, first your business was in Mr. Causey's
4 hands? A. Yes, sir, he was the man.

5 Q. Afterwards the balance due was paid by Dr. Parker and
6 represented by the \$175.00 note to which you have referred; is
7 that correct?

8 A. I don't know, sir, about that. Of course, these papers,
9 if you look, it seems to me that was the paper where left, it
10 was passed around, he settled the paper whose names that went
11 into it.

12 Q. You have not answered my question. Is it not a fact that
13 you have stated that the \$175.00 note represented a balance due
14 which Dr. Parker paid to Mr. Causey?

15 A. I couldn't tell much about that.

16 Q. Then what was the \$175.00 note that you gave to Dr.
17 Parker?

18 A. The \$175.00 note I give Dr. Parker - -

19 Q. Yes. A. That is the amount I borrowed
20 from him.

21 Q. What did you borrow that money for?

22 A. I borrowed the money to pay the heirs and pay Mr. Causey -
23 pay it - pay it.

24 Q. Now, Mr. Taylor, is it not a fact that Mr. Richard Taylor
25 signed that paper first and you signed under his name?

26 A. I can't tell about that exactly.

1 Q. Is it not a fact that every receipt which you got from Dr.
2 Parker showed that you paid that money as security for Mr.
3 Richard Taylor?

4 A. All I paid to him?

5 Q. Yes.

A. No.

6 Q. You didn't?

A. I paid - I thought it was
7 nothing in there only what I paid out.

8 NOTE: Question read as follows: Is it
9 not a fact that every receipt which you got
10 from Dr. Parker shows that you paid that
11 money as security for Mr. Richard Taylor?

12 A. I can't exactly tell.

13 Q. I read you and will then show you first the receipts given
14 by Dr. Parker on this bond - "February 14th, 1883, Received of
15 Richard Taylor \$25.37, and interest up to date on a note I hold
16 against him, and Kader Taylor as security, which amount is
17 credited on the note. R. E. Parker". Is it not a fact that
18 every receipt which you received from Dr. Parker used practical-
19 ly the same language as this one did, showing that you made
20 such payments as you did make as security for Mr. Richard Taylor?

21 A. I was security for him?

22 Q. Yes.

A. I can't tell you - I don't know
23 how they fixed them notes, I couldn't tell you exactly how they
24 fixed them notes - he was the man that held the papers, wasn't
25 he?

26 Q. The note that Dr. Parker held you testified has been in

1 your possession from the time it was fully paid until this suit
2 was brought. Is that correct?

3 A. I couldn't tell you whether it is correct, or not.

4 Q. Is it not a fact that you have had this bond all the time
5 and didn't you state in your testimony that after you got it
6 from Dr. Parker you put it in your trunk; that is correct, isn't
7 it?

8 A. Yes, sir, what I got from him - I couldn't read them.

9 Q. You put that in your trunk?

10 A. Yes, sir, I put it somewhere.

11 Q. After this suit was brought Judge Rawls was representing
12 you then, was he not? A. Yes, sir.

13 Q. You took these papers and delivered them to Judge Rawls?

14 A. They were handed to him, I don't know.

15 Q. By you Taylors? A. I reckon they were.

16 Q. Now, Mr. Taylor, this note says plainly and every receipt
17 which you have presented says very plainly that this paper was
18 executed or given by Mr. Richard Taylor, and that you signed it
19 as his surety - but as a matter of fact the note shows that
20 some one has attempted to remove the name of Mr. Richard
21 Taylor from the paper; since you have admitted that the paper
22 has been in your possession all the time, I now give you an
23 opportunity to explain to the court who erased this off - his
24 signature - what do you know about that?

25 A. I can't tell you anything in the world about it - all the
26 time - if a man owes you money, and I takes your paper in - I

1 takes the note in, and the man pays the money and I takes the
2 note, I takes that note right in and puts it right into the
3 trunk, and I couldn't tell you anything in the world about it -
4 I can't read no paper nohow; I can't read no paper and I never
5 went to school in my life - I had a chance to go to school, but
6 I wouldn't go to school.

7 Q. You have in your direct examination stated to Mr. Everett
8 your theory why this name was erased, and have said to Mr.
9 Everett that you didn't know unless Dr. Parker first wrote it
10 down there and then scratched it out, saying that you saw him
11 scratching something?

12 A. I think he wrote down something down there.

13 Q. However, when you saw this scratching that was when this
14 paper was first written, was it not?

15 A. I couldn't tell that whether it was first written, or not,
16 he wrote it that day I thought - I think may be he wrote it out
17 that day, I couldn't tell anything about that paper, I never
18 knowed it was on that paper until I heard some say so.

19 Q. If Dr. Parker had inadvertently, as you have attempted to
20 explain, signed Mr. Richard Taylor's name, and then and there
21 scratched it off, can you explain to the court how all the
22 receipts afterwards showed that the paper was against Richard
23 Taylor and you as his security. Why didn't his receipts simply
24 show that he received so much money from you on account of your
25 bond?

26 A. I couldn't say about that.

1 Q. This receipt which I have read - receipt for \$25.30, dated
2 February 14th, 1883, is credited on the back of a \$175.00 bond,
3 and was credited by Dr. Parker as having been received from
4 Richard Taylor. The word "Richard" has been erased and some one
5 has attempted to change that word to "Kader"?

6 A. They did?

7 Q. Can you explain who did that?

8 A. I can't explain, I don't know nothing more about that than
9 nothing in the world. I taken the papers, and carried them
10 home, dropped them down and I don't know anything about it,
11 that's as far as I know - what did they want to do it for - they
12 had nothing to do with the paper.

13 Q. You have also presented to your counsel, Judge Rawls, a
14 receipt dated February 14th, 1886, for a sum of \$60.00. This
15 receipt under the examination of a magnifying glass discloses to
16 my satisfaction that it was really dated February 14th, 1883.
17 I thought the three was erased by some one and changed to a
18 six. Can you explain who changed this date?

19 A. No - the Lord in Heaven knows I do not, and as to papers
20 or anything like that I can't read, and I never looked at it,
21 and I just threwed them down.

22 Q. This receipt which you have now presented showing a pay-
23 ment in 1886 of \$50.00 to Dr. Parker - can you tell me what day
24 of the week you paid that?

25 A. No, sir, I can't.

26 Q. Was it on Sunday?

A. On Sunday - I never paid

1 Doctor on Sunday in my life - I have paid money on Sunday when
2 it was called for.

3 Q. Did you pay this \$50.00 to Dr. Parker on Sunday?

4 A. I did not - not as I know of - doctors comes along and
5 calls for money and if I got it, I hands it out.

6 Q. Can you now state whether, or not, you paid him on Monday,
7 Tuesday or Wednesday or Sunday, or what day of the week?

8 A. I can't.

9 Q. You do know, as a matter of fact, that Dr. Parker was liv-
10 ing in Suffolk at that time - in 1886 - when you paid the bonds
11 off?

12 A. Yes, he was living in Suffolk, when I paid the bond. No-
13 body leaves me the papers they pay and bring the papers back to
14 show that you pay your note.

15 Q. Then you went to Suffolk to pay this \$50.00, didn't you?

16 A. Yes, sir - what sort of doings is that now?

17 Q. Do you remember whether, or not, do you remember any time
18 that you went to Suffolk and paid Dr. Parker \$50.00 on Wednesday
19 of any week?

20 A. On Wednesday - I don't remember that, no.

21 Q. Did you ever go to Suffolk and pay Dr. Parker \$50.00 on
22 Friday of any week?

23 A. I couldn't tell about going that day.

24 Q. Did you make a trip from here to Suffolk and pay Dr.
25 Parker \$50.00 on Sunday?

26 A. I never did in my lifetime as I know - I never been there

1 on Sunday in my life.

2 Q. You would be very much surprised to learn that this date
3 changed to 1886 was on Sunday, would you not?

4 A. I don't know anything about the changing of the papers
5 at all - I have something else - I have got nothing to do with
6 it until I turned the letter in there.

7 Q. You would, however, be surprised to know that the date of
8 the \$50.00 receipt which you have presented and claim was paid
9 in 1886 was dated on Sunday, would you not?

10 A. I would declare it was not paid on Sunday, that I ever
11 knowed of - I can't declare because I don't know anything about
12 it. Somebody was speaking about it and I said it was not heard.
13 I have never heard of paying on Sunday and nobody would receive
14 it. I never heard such a thing in this world. I have paid
15 money on the Sabbath, of course I have, if a man comes along and
16 calls for it, and, if he asks for it on that day.

17 Q. But you never have made a trip to Suffolk on Sunday and
18 paid Dr. Parker, have you?

19 A. No, sir, never been there on Sunday, - I have been there on
20 other days.

21 MR. CRUMPLER: The receipt of February
22 14th, 1883, for \$25.37 is herewith filed as
23 "Exhibit Q".

24 (Witness) Whoever heard of going to Suffolk on Sunday to pay
25 a debt. I have seen money pass on that day - I have passed
26 money myself, if they calls for it, you know.

1 Q. Then, Mr. Taylor, although this bond has been in your
2 possession constantly until, as you say, among other papers, you
3 turned it over to Judge Rawls, together with the other receipts,
4 you can't explain, and have no idea, how Mr. Richard Taylor's
5 name was erased, or why Mr. Richard Taylor's name on the back
6 was changed to Kader Taylor, showing the payment of \$25.37, or
7 why the receipt - -

8 A. (Interposing) The name is not changed, is it?

9 Q. Or why the receipt of February 14th, 1883, was changed to
10 February 14th, 1886 - is that true - you can't explain that,
11 can you?

12 A. No, sir, I don't know anything about it in this world -
13 if I can't read them, what I know anything about them. They
14 were given to me - the papers - and I brought them home and I
15 don't know anything about that in this world.

16 Q. On the day the land was sold in Suffolk by Mr. Causey, who
17 did you see there?

18 A. I saw Mr. S. G. Benton.

19 Q. Who else did you see? A. I didn't see a soul in
20 there as I knowed only some men that lived in Suffolk.

21 Q. Mr. Richard Taylor was there, was he not?

22 A. I don't think he was there, no sir.

23 Q. You would not state positively on your oath that he was not
24 there?

25 A. No, sir, I couldn't do that, no, sir; he might have been
26 in there, but he was not where I was. I know I went to Dr.

1 Parker and asked him to bid it in, and I says, "I am going to
2 pay \$500.00 on it, and, if anybody else comes in, let them take
3 it and go on".

4 Q. Was Mr. Barnes in Suffolk that day - Mr. Jesse Barnes?

5 A. Never seen him. I looked for some people - I looked for
6 Mr. Henry Brothers in there that day, as Sam Taylor asked him
7 to bid for him.

8 Q. Are you willing on your oath to testify that Mr. Barnes
9 was not in Suffolk that day?

10 A. Yes, he might have been in Suffolk, but I didn't see him.

11 Q. Are you willing to testify that Mr. Barnes didn't attend
12 that sale when this property was sold?

13 A. I couldn't say. He might have been in the crowd, but I
14 sat by Dr. Parker.

15 Q. Is it not a fact that Mr. Dumford was there at the sale?

16 A. No sir - at the sale?

17 Q. Yes. A. No, sir, if he was there I didn't
18 see him. I expected to see Mr. Henry Brothers.

19 Q. You simply don't remember whether Mr. Charles Dumford was
20 there, or not?

21 A. He might have been in town but he was not about the sale.
22 I particularly looked around for these men. I expected to buy,
23 and I looked around and nary one of them was there.

24 Q. How much money did you pay Mr. Causey at first?

25 A. The first money called for, the expenses to be paid off,
26 I think was \$60.00. He called for \$60.00 to pay expenses.

1 Q. How much did you pay him after that?

2 A. The next time I paid him?

3 Q. Yes. A. The next time I paid him it amount-
4 ed to \$211.00 and \$212.00.

5 Q. After that how much did you pay him, if anything?

6 A. Anyhow the next payment I made on there was the payment
7 before I settled - I paid him the whole amount, that was the
8 whole amount - \$211.00 - I say \$11.00 - it might have been
9 \$12.00. The first money it appears like I gave him \$60.00 and
10 the balance I paid more than half because he told me - he says,
11 "You paid for half of the land and \$11.00 over - you have paid
12 for half of the land and \$11.00", them's the very words he said
13 to me.

14 Q. You don't remember, but he accepted \$60.00 once and \$211.00
15 once?

16 A. I thought that was all I owed - I don't know now - I told
17 you it has been so long ago I don't know anything about it - I
18 have kind of forgotten, but I used to remember, but I got a
19 rising in my head and it gives me lots of trouble.

20 Q. You have also had typhoid fever which has very much
21 affected your mind?

22 A. Yes, I was in Suffolk - -

23 Q. (Interposing) That is why you say it is difficult for
24 you to remember things?

25 A. Yes, I reckon so. I know things, but I can't remember
26 about them, but old time things I remember better than things of

1 late, but I have got the same sense I ever had.

2 Q. But you simply can't remember?

3 A. I can't remember things done like that, but I don't think
4 that Mr. Jesse Barnes was in Suffolk that day. There were
5 some certain men I looked for, and I didn't see them there.
6 Mr. Henry Brothers - Sam Taylor, my brother, spoke to him about
7 buying that land, and I looked for him, and he might have been
8 in town, but he was not in that crowd there - what that is on
9 that paper God Almighty knows, who done it; if I takes in a note
10 as it is given to me, I looks at it, and I puts it in my trunk,
11 and I always when I pay John Knight money and I takes the money
12 and pays the note, and, if he says "Kader, you don't know
13 nothing about scratching names", and he says, "I'll take it
14 off myself", and he always takes his name off, takes it in his
15 fingers and takes that little piece off, he says "you don't
16 know nothing about that", and Dr. Parker might have done some-
17 thing in there like that, and I taken \$180.00 one time - one
18 time.

19 Q. Mr. Taylor, is it not a fact that before this sale actually
20 took place, that Mr. Richard Taylor had bought the interest of
21 Mr. Sam Taylor?

22 A. What did Sam Taylor want to buy his land for - what was he
23 going to do that for, as he explained to Mr. Brothers to buy the
24 land for him, but nary man remained that day.

25 Q. I will ask you the same question over again: (Stenographer
26 reads question as follows: Mr. Taylor, is it not a fact that

1 before this sale actually took place, that Mr. Richard Taylor
2 had bought the interest of Mr. Sam Taylor?)

3 A. No, sir, I didn't know anything in the world about it.
4 I knowed he was aiming to buy the land and he was the one
5 petitioned to me to have his interest out of it.

6 Q. Then you do know that in the beginning Mr. Sam Taylor was
7 actually paid his money, or whatever he was entitled to?

8 A. I don't know about that - he was going to settle with them
9 about the land.

10 Q. At any rate, Mr. Sam Taylor was the first man that - -

11 A. (Interposing) Yes, sir, that called for his interest.
12 He came to me, he did one time, and petitioned to me, and I says,
13 "Peter Prentiss says let it lie awhile", and he says, "I have
14 got to have mine now". He says, "There is a certain man over
15 there that will take it", and that was Mr. Causey.

16 Q. Mr. Taylor, you are a very old man, and you said that your
17 memory was bad on account of sickness and on account of an abcess
18 in your head, and I have no desire to confuse you, and a man of
19 your age has no business to tell anything except the truth -
20 are you willing to state positively on your oath, of your certain
21 and absolute knowledge, that Mr. Richard Taylor didn't buy the
22 interest of Mr. Sam Taylor between the time that Mr. Sam Taylor
23 requested the property to be sold, and the time it was sold?

24 A. I couldn't say to save my life that there was anything
25 between them. I know one time that Mr. Smith here in Suffolk -
26 Tom Smith - he wanted to know - he wanted me to pay a debt for

1 Sam, and I says, "Col. Smith, I can't do that", and he says,
2 "You can get it out of him and I can't", and I says, "I have no
3 dealings with him", and Dick was down there, and it was \$6.00,
4 and he says, "You pay me six dollars", and he says, "You pay
5 him, and you can see him", and I always traded with him, and I
6 says "I can't do it", and he says, "Why not, you can get it out
7 of him", and I says, "Hold on, he will have it in a little
8 while", and Richard had a few hogs in there and he paid him up
9 the \$6.00, he sold the meat and paid him, but he is a man to
10 buy land, he is the man that wanted to sell it.

11 Q. Now, if I understand you correctly, you say that you can't
12 say of your own positive knowledge as to Mr. Richard Taylor
13 having bought Mr. Sam Taylor's interest?

14 A. He didn't buy it as I know of. I don't know any more
15 about it than you do.

16 Q. He did not? A. No, sir.

17 Q. I want to refresh your memory - I want to make your memory
18 a little more accurate, if I can. Mr. Richard Taylor here is
19 your brother, and he is sitting here facing you, and he has
20 stated on his oath that he did buy Mr. Sam Taylor's interest
21 and owned it at the time of the sale?

22 A. I don't see how.

23 Q. He has also stated that his brother Sam's interest and his
24 interest were turned over in the deal for the land. Do you
25 deny of your own positive knowledge, from your actual memory
26 at this time, that Mr. Richard Taylor didn't do that?

1 A. He didn't do it as ever I knowed of. He didn't own it as
2 I ever knowed of in this world.

3 Q. He didn't do it as you know of? A. Well, I don't
4 see how he could do it, as the land belonged to me, but I hadn't
5 paid for it then, but I bought it.

6 Q. Couldn't this have been done without your knowing it?

7 A. No, sir, I don't think it could.

8 Q. Mr. Taylor, being on your oath, and realizing that you are
9 of an age now which will necessarily confront you with eternity, do
10 you deny that fact?

11 A. Deny that fact - I don't know anything about it.

12 Q. What was that? A. I can't remember about
13 that. I bought the land myself out and out and had it in
14 possession - the land after it was bought - I thought I paid
15 for the land - I paid money enough to receive the papers - I
16 can get them in there - . We didn't want it "slipe"; if a
17 very small boy goes in there, he goes and bends down a bush and
18 that was marked out land was in my possession - wasn't it better
19 to slipe it and have the papers, if he thought that would keep
20 the land.

21 Q. Your mind, Mr. Taylor, being affected, as you have said,
22 by your fevers and the abcess you are now suffering from, it
23 is true that some of the details in connection with this trans-
24 action from the beginning you could have forgotten?

25 A. All them back things, I never forget them, but these done
26 right now I can't remember to tell it all correct.

1 Q. The only things you forget are the things that happen now,
2 and not the things that happened in your earlier years?

3 A. Yes, sir, it seems I can remember those better than things
4 that happen right now.

5 Q. Can you go down to Corapeake right now to attend to busi-
6 ness and come home and remember everything that occurred?

7 A. No, sir.

8 Q. You can't? MA. No, sir. I suppose if I go
9 down there and buy anything now, I could remember that as before
10 me.

11 Q. Can you remember twelve months ago and everything that
12 occurred, and give the details?

13 A. Yes, sir, if it went through my hands that way.

14 Q. Now, what do you mean by your memory is affected?

15 A. Affected from the head - mighty sore like that, and you
16 can't remember like you used to, and old fat folks can't, but
17 it seems like I can remember what was done in the back days.

18 Q. Then your memory is all right, and you can remember things
19 all right now?

20 A. Yes, sir, I can remember, but it seems like some things
21 happen that I can't remember, I have a little deafness.

22 Q. It is the things that happen now that you don't remember,
23 not those things that happened a long time ago?

24 A. Yes, sir. Now, in this last two or three weeks, I am first
25 down and then up, I am sick and lying down, and then up.

26 Q. Now, you say that you borrowed the money from Dr. Parker?

1 A. I borrowed the money?

2 Q. Let me finish. Can you now explain to the court why, if
3 you borrowed the money yourself, without Mr. Richard Taylor hav-
4 ing anything to do with it, why Mr. Richard Taylor should have
5 signed that paper?

6 A. I don't know about that.

7 Q. You simply can't remember; is that right?

8 A. Well, I can't remember anything about it - you spoke about
9 it now.

10 Q. Your memory does affect you as to those back transactions,
11 you can't remember everything about them?

12 A. I can't remember everything like I used to, I have to give
13 up part of the time.

14 Q. You don't remember now at all that Mr. Richard Taylor had
15 anything whatever to do with that paper of Dr. Parker's?

16 A. No, sir, but I didn't owe it; everything was taken in my
17 name - I had it in my name, and he told me when I got the money,
18 he always called me Kader, and he says, "I am not going to ask
19 you for any mortgage", he says, "I know you, and you will pay
20 me, and I don't want any mortgage".

21 Q. Your memory about giving Dr. Parker the Richard Taylor note
22 is just as good as it is about your transaction with Mr. Causey?

23 A. I couldn't tell you.

24 Q. It ought to be, ought it not?

25 A. I couldn't tell you much about that.

26 Q. Why is it that you can remember so accurately that Mr. Sam

1 Taylor and Mr. Richard Taylor were not taken in this paper about
2 the land, and yet you can't remember whether Mr. Richard Taylor
3 had anything to do with the paper given Dr. Parker, or signed
4 it?

5 A. If it is in there, I can't tell you anything about it, I
6 bought the land.

7 Q. You may have forgotten as to every one - -

8 A. (Interposing) I don't think I have forgotten anything
9 about that mess; I have studied about it. When I owe a debt I
10 am studying about that debt.

11 Q. You are quite sure you have not forgotten about Dr.
12 Parker's paper, and you are quite sure that Mr. Richard Taylor
13 never had anything to do with it; isn't that true?

14 A. He didn't say anything because I have the paper - I said
15 you had better take a little piece of that land, and he said he
16 didn't want any land, didn't have any money to pay for it - he
17 was kind of boyish and he didn't want any land.

18 NOTE: Last question read as follows:

19 "You are quite sure you have not forgotten
20 about Dr. Parker's paper, and you are quite
21 sure that Mr. Richard Taylor never had any-
22 thing to do with it; isn't that true?"

23 A. You mean Sam Taylor?

24 Q. No, Richard Taylor? A. I didn't think a man had
25 a right to take another man's interest, unless he was in
26 preference. I thought if he was going to take Sam Taylor's

1 interest, would he not have been in preference to give him his
2 right. I swear he was not in town that day because he was sick;
3 he said to Mr. Henry Brothers to buy this land and he told me
4 if I go down before it should be sold, and I says to him to let
5 the land lie awhile, as Mr. Peter Prentiss advised me to let
6 the thing stand a little while, and he said he had to have his
7 right, and I told him - I told him what old man Peter Prentiss
8 said and he is dead and gone, and he was Clerk of the Court for
9 years, and I reckon you gentlemen didn't know much about him.

10 Q. I will repeat the question: If I understand you correctly,
11 you are quite sure that your memory is good as to the bond of
12 Dr. Parker, and that Mr. Richard Taylor had nothing whatever to
13 do with the borrowing that money, or signing the paper; is that
14 correct? A. Yes.

15 Q. And you are equally as sure that Mr. Richard Taylor didn't
16 own the share of Mr. Sam Taylor and didn't buy the two there on
17 the land? A. Yes, sir, I am sure of that I think. I
18 never heard Sam Taylor say anything about it until he petitioned
19 to me, he said, "I have got to have my rights", and I told him
20 what old Judge Prentiss said and I always took his advice.

21 Q. Now, Mr. Taylor, you seem to be quite sure as to these two
22 things - first, that Dr. Parker's bond was signed by you alone,
23 and that Mr. Dick Taylor had nothing whatever to do with it, and
24 that Mr. Dick Taylor didn't own Mr. Sam Taylor's right, and that
25 he didn't turn over Mr. Sam Taylor's right and his own right on
26 the land. If you are mistaken as to either of these, you are

1 just as likely to be mistaken as to others, are you not?

2 A. I never heard nothing of it.

3 Q. You have said at the time -

4 A. (Interposing) I would not have thought that Sam Taylor
5 would be over there, I would not.

6 Q. You have said at the time you borrowed the money from Dr.
7 Parker that Dick Taylor said he would take a piece of the
8 property - how much did he agree to take at that time - up to
9 the Norfleet Field Branch?

10 A. There was nothing said - but if he was going to take a
11 piece the way I was working was to save that house in there,
12 to except the little house.

13 Q. Please explain what you mean in regard to this house and
14 saving it?

15 A. If I give him the right to the land, to take the house in.

16 Q. The house that he had built on it? A. Yes - told
17 Sam to move over there.

18 Q. Then Mr. Richard Taylor did build that house over there,
19 did he?

20 A. Yes, sir, he put the house there, and it is a box house.

21 Q. And your idea was that he was to take enough to take in that
22 house?

23 A. Yes, sir, there was nothing said about it, but I thought -

24 Q. You also expected him to take the field in which the house
25 was located? A. Yes, sir.

26 Q. How much was Dick Taylor to pay for the portion he was to

1 take? A. I will tell you what I calculated when I
2 sold the timber - no harm to have done it, and I sold the timber
3 to Mr. Bill Camp, and I kept that piece and didn't cut that off -
4 to take that money and turn it right back to me and that would
5 satisfy the debt.

6 Q. But you have not answered my question?

7 A. I can't answer it.

8 Q. How much land was Mr. Taylor to have, and how much was he
9 to pay for it?

10 A. Nothing in the world was said here about it, and that is
11 a fact, nary a word was said about it.

12 Q. It was not discussed whether he was to have one acre, or
13 fifty acres, and it was not discussed as to whether he would
14 pay \$5.00 or \$500.00?

15 A. It had to be surveyed off.

16 Q. What piece? A. If the piece I let him have,
17 if I let him have any, it would have to be surveyed.

18 Q. What piece do you refer to?

19 A. Enough to cover the house; if I was going to let him have
20 any, that would be it.

21 Q. You expected him to have some wood lands?

22 A. Yes, sir - it was 172 acres of land, it is called the
23 Hurdle land - Mr. George Hurdle promised me to have it surveyed,
24 and he got Turner to tell me two thirds of it was swamp land -
25 the land with two thirds of it swamp, he always called me Kader,
26 and he is dead now.

1 Q. Then, if I understand you, Mr. Taylor, - and I don't wish
2 to misrepresent you - it is a fact that Mr. Taylor had agreed
3 to take a portion of the property, but the number of acres was
4 not discussed and the price which he was to pay was not dis-
5 cussed except that it was to include the house and field where
6 he is now living?

7 A. I think he knows I didn't tell him.

8 Q. The house having been built by Mr. Richard Taylor, at his
9 own expense - that is correct?

10 A. I don't know - there is a debt on it now - I think there
11 is some debt on it.

12 NOTE: Question read as follows: "Then, if
13 I understand you, Mr. Taylor, - and I don't
14 wish to misrepresent you - it is a fact that
15 Mr. Taylor had agreed to take a portion of
16 the property, but the number of acres was
17 not discussed and the price which he was to
18 pay was not discussed except that it was to
19 include the house and field where he is now
20 living?"

21 Q. The house having been built by Mr. Richard Taylor, at his
22 own expense. That is correct?

23 A. I think there is something on the house now.

24 Q. Now, Mr. Taylor, this is the question that has been asked
25 you, that Mr. Dick Taylor agreed to take part of the land, but
26 you didn't agree on the number of acres, that you didn't have

1 any price set - didn't agree on any particular price, except
2 that you had in your mind, or thought you would agree that it
3 would include the field where he is now living and the house
4 which you built there; is that correct?

5 A. No, I told you that there ain't been nothing said about it -
6 me and him never argued about it and never have.

7 Q. You have stated in your original examination that Mr. Dick
8 Taylor paid a small payment of \$25. or \$30. to Dr. Parker, and
9 I understood you to tell him it was for the piece of property
10 up to the line which has been talked about so much in this suit,
11 but that afterwards -

12 A. That line where was made there to get the timber off, there
13 ain't no line there at all, none in the world.

14 NOTE: Preceding question read.

15 Q. Mr. Dick Taylor collected the proceeds for the sale of the
16 timber on the side of this line from the Gay Manufacturing
17 Company, which you expected him to pay over to you, and which
18 he didn't do?

19 A. He didn't do.

20 Q. Is that correct? A. Yes. I told him to
21 turn that money over to me, that would satisfy the debt, and he
22 never done it, and that is the way I understand it.

23 Q. The timber for which Mr. Taylor collected from the Gay
24 Manufacturing Company was up to this line which we have discus-
25 sed?

26 A. They cut right through there, I don't
know exactly where it was.

1 Q. You didn't expect him to turn that money over to you for
2 the property, if it were - -

3 A. Yes, that is the way I thought.

4 Q. That line was somewhere in the neighborhood of Norfleet
5 Field Branch?

6 A. Not far, there is just several
7 houses and a little branch.

8 Q. You mean he was to take the part his house was on?

9 A. Yes, I wanted him to do that if he took any.

10 Q. He would not have made payment to Dr. Parker, if he didn't
11 own it -

12 A. That little amount was paid, I don't know anything about
13 that payment there; I thought it was my land - I thought it was
14 my land, and it was. Everything shows for itself - them old
15 back papers, take them, that is correct. I bought the land
16 and nobody was concerned in it at all.

17 Q. You have also stated to Mr. Everett that Mr. Richard
18 Taylor came to you and asked you for his deed, and you told him
19 to go off and get ready; what did you mean by that?

20 A. To get ready if he wanted any land, to get the money and
21 get ready.

22 Q. How much money? A. I don't know how much.

23 Q. How could he go off and get the money, when he didn't know
24 and you didn't know how much he owed you?

25 A. I just told him that to get rid of him, that was to turn
26 him off. He said some sharp words to me, and I gave him some
sharp words back, and he was about a hundred yards from me then.

1 Q. Do you mean to tell the court that at that time you had
2 no way of telling how much he owed you?

3 A. I didn't know exactly how much.

4 Q. At that time had you all ever agreed on a price?

5 A. No, sir, never been anything said about it at all.

6 Q. As a matter of fact you didn't know how much he had to
7 go off and get ready to pay?

8 A. Never.

9 Q. And he didn't know either? A. No, sir. Nothing
10 said except about buying in the land, the land was mine, I
11 thought I bought it and paid for it and showed all the papers,
12 I thought it was mine - I know it was mine, I didn't think
13 anything about it.

14 Q. You say that you have never collected any rent from Richard
15 Taylor?

16 A. I ought to have had some, and everything else.

17 Q. Has he ever paid you any rent?

18 A. He might have paid me a little for a lot of cross ties cut
19 there - he cut cross ties and he sold cross ties, but he has
20 never been to settle for that part of the money that went to me,
21 and he got so he cut cross ties and I never got a cent, and he
22 never got a cent, he never got nothing himself, but he sold them
23 to a man - I forget the man's name now.

24 Q. Mr. Taylor, your brother, Mr. Richard Taylor, says he has
25 never paid you a cent of rent in his life, and I understood you
26 to tell Mr. Everett that you have never gotten any rent from him.

1 A. I didn't get any.

2 Q. Is that true? A. I didn't get any. He just
3 lived there as I did - just lived right there and had what he
4 made pretty much - I had a right to let any man if I had rented
5 it, live on it, if I choose - I let him go there and stay.

6 Q. It is a fact now, notwithstanding your claim that you own-
7 ed it, he never paid you any rent?

8 A. I couldn't say that, he mauled rails for me at times.

9 Q. Did you ever charge him any rent, or ever tell him how much
10 you would charge him rent for the property?

11 A. I don't know as I have.

12 Q. Did you ever tell him that you would charge him \$25. or
13 \$50. for the place a year?

14 A. I never told him that - what I want to tell him that for?

15 Q. Have you and your brother ever agreed on any amount that
16 he should pay you as rent?

17 A. No, sir.

18 Q. Then, as a matter of fact, he has never paid you any rent,
19 has he?

20 A. I think he has paid a little.

21 Q. Please tell what it was? A. I couldn't tell you.

22 Q. Has he ever paid you ten or fifteen dollars, or twenty
23 dollars or a hundred dollars rent?

24 A. I would not charge rent but ten or twelve dollars, if I
25 charged any.

26 Q. Have you all ever had any agreement that you would charge

1 ten or twelve dollars for the place?

2 A. We ain't had no particular - -

3 Q. When did he ever pay you any rent?

4 A. I couldn't tell exactly when, but I know he mauled rails
5 for me.

6 Q. He may have mauled rails for you, but what I am getting
7 at is has he ever paid you any rent?

8 A. I think he has once.

9 Q. When was it and how much was it?

10 A. I couldn't tell you that.

11 Q. You have also stated to Mr. Everett that you had privileges
12 on Mr. Taylor's land - what privileges did you ever have over
13 there during the last ten or fifteen years?

14 A. Over on that land?

15 Q. Yes. A. I worked anywhere I wanted, in the
16 back or in the front, I had the right to work anywhere I wanted,
17 but I had no need of getting timber off the land because the
18 land was too far off, I had the right to get timber off there
19 anywhere though.

20 Q. You had this right, or you claim that you had it, but what
21 timber, as a matter of fact, have you cut over there over the
22 Norfleet Field Branch over on Mr. Richard Taylor's side of the
23 land?

24 A. The company cut two or three trees there and paid me for
25 them where I didn't want them to.

26 Q. What else have you wanted there that you got?

1 A. All the wood I wanted - all the stuff I wanted.

2 Q. What did you get wood over there for?

3 A. I never had no need to get any wood over there, I picked
4 up plenty right nearby.

5 Q. I understand you had the right to do so, but what I am
6 getting at is did you do it?

7 A. We did do it - the same thing and people will tell you so.

8 Q. Tell the court when you cut any wood over on that land -
9 when you did it?

10 A. The wood - we didn't have to cut any that far, no use to
11 go there when you could get wood and plenty of poles right close
12 by.

13 Q. Then as a matter of fact you have always cut your wood
14 closer to your house than that?

15 A. Yes, sir.

16 Q. You have not been over there to get wood? A. Not lately.

17 Q. Did you all ever go over there to cut any cypress poles?

18 A. There was no need to do so, because you could get plenty
19 between here and there.

20 Q. Then as a matter of fact his place was too far off for you
21 to exercise many privileges when you had the same privileges
22 here near your house?

23 A. Of course there ain't any use to go there to get your
24 wood when there is plenty of woods and round poles in the
25 woods closer home, and there was no use to go way off there to
26 get it.

1 Q. You have reference to the cutting of cross ties, some on
2 your land, and some over there on the north side, and have also
3 stated that neither you or Mr. Dick Taylor got a cent for them?

4 A. Any ties he cut and sold Mr. Bob Nelms he didn't get
5 nothing and I didn't get nothing and nobody didn't get nothing -
6 they carried the cross ties away and never paid a cent for them.

7 Q. They were, however, cut by Mr. Richard Taylor and sold by
8 him, were they not?

9 A. Yes, sir, and he never got a cent for it. If a man don't
10 get nothing, it wont be any need of expecting nothing.

11 Q. You stated to Mr. Everett that when you sold the timber to
12 the Gay Manufacturing Company the first time, you sold all the
13 timber yourself?

14 A. Yes, sir, I sold it to them.

15 Q. But that Dick collected his own money; why should any of
16 this money have belonged to Dick?

17 A. That was after he had taken that part of the land, taken
18 it and paid for the land.

19 Q. Then you sold the timber and let Dick Taylor collect the
20 money to pay the money all back to you; is that correct?

21 A. Yes, sir.

22 Q. Would it not have been easier for you, if you owned the
23 whole tract of land, to have sold the timber yourself and taken
24 out what was due you, then given Mr. Richard Taylor a deed?

25 A. I thought that that would be the best way.

26 Q. Why was it necessary for Mr. Richard Taylor to collect this

1 money in order to turn it immediately back to you when in fact
2 you sold the timber yourself, the whole of it, and the money was
3 due you?

4 A. Of course it was due to me, wasn't it?

5 Q. But why was it necessary for him to collect the money?

6 A. Because a man needs money sometimes.

7 Q. Because he needed the money?

8 A. Because a man may need money right away.

9 Q. If he needed the money for other purposes than to pay you,
10 you didn't expect him to turn it over to you?

11 A. Yes, sir, because he hadn't bought any land.

12 Q. But you have said that you let him collect it because he
13 needed the money, that sometimes people need money. Now, what I
14 want to know is if Mr. Taylor needed this to pay other debts,
15 such as doctors or hospital bills, or anything of that kind for
16 his family, or anything of the kind, you didn't expect him to
17 give it to you?

18 A. That money?

19 Q. Yes. A. The land was mine. I had to give
20 it to him before he could hold the land; isn't that the correct-
21 est way?

22 Q. But you did, as a matter of fact, let Mr. Dick Taylor take
23 the whole amount which the Gay Manufacturing Company paid for
24 the lumber on the north side of the Norfleet Field Branch, or
25 the north side of the Sliped lines and you know that he went out
26 and spent it without paying you any part of it?

1 A. I don't know what he done with it - he may have it yet, I
2 don't know.

3 Q. Do you allow people now to go into your woods and cut tim-
4 ber, timber trees, and sell them, and get the money, and go out
5 and spend the money without turning it over to you?

6 A. They does it. I guess there are others that cut where I
7 don't want them, and I own that land.

8 Q. But what I am getting at is if you owned this property as
9 you said without any obligation on your part to convey any part
10 of it to Mr. Dick Taylor, why is it that you let him take
11 settlement with the Gay Manufacturing Company and go out and
12 spend the money without turning it over to you?

13 A. I can let any man do anything, I can allow a man to go on
14 that tract, I can put a man on there and not charge him anything
15 for it, and I can take him off and put another man on there and
16 put him on there and let him stay and give him privileges, and
17 I can let him stay there as long as I want to.

18 Q. That is true, but have you ever done it with anybody except
19 Mr. Richard Taylor?

20 A. No, sir, not on this tract of land. I own a tract of land
21 down there, a whole tract of the land down there, and I never
22 got nothing from it - the whole parcel of land.

23 Q. Mr. Everett has asked you why when the timber was sold the
24 last time to the Gay Manufacturing Company you didn't sell
25 Dick's piece of the timber on the whole land - -

26 A. I excepted it.

1 Q. You also excepted, according to your testimony, another
2 piece back over next to the Vannproperty?

3 A. Yes, that lies in the north.

4 Q. That is next to the Vannproperty?

5 A. Yes, next to the swamp down there.

6 Q. Do you know whether the deed to the Gay Manufacturing
7 Company excepted these two pieces of property?

8 A. A part?

9 Q. Yes. A. I don't know whether it did, or not.

10 Q. Would you be surprised to learn that the deed simply
11 refers to and excepts a piece of five acres - or about five
12 acres?

13 A. On this side who excepted it?

14 Q. The deed itself.

15 A. The last deed?

16 Q. No, the one to the Gay Manufacturing Company.

17 A. I didn't give no deed, they cut it by the thousand, only
18 paid \$1.00 a thousand.

19 Q. You didn't give the Gay Manufacturing Company a deed the
20 last time? A. No, sir.

21 Q. Your memory is good on that point?

22 A. It ought to be good, that is as plain as anything.

23 Q. You are absolutely certain that when you sold the timber
24 the last time to the Gay Manufacturing Company, you didn't
25 give them a deed, but sold it by the thousand?

26 A. Yes, sir, by the thousand.

1 Q. And you didn't give them a deed?

2 A. Give them a deed? - What right I got to give them a deed,
3 they cut the timber off of it by the thousand.

4 Q. You didn't sign any paper or deed for the timber?

5 A. Not as I remember.

6 Q. Your memory is good on this point, you are sure of it?

7 A. Yes, sir, my memory is good since we have been talking
8 here, I know it got better. I could have remember more
9 awhile ago.

10 Q. You are quite sure you didn't give them a deed when you
11 sold the timber in 1887?

12 A. If I did, they must have taken it, I didn't sign no deed.

13 Q. You stated that you didn't sell the timber on the land Mr.
14 Dick Taylor is now claiming, at that time, because you excepted
15 it, and that you excepted another small piece back here behind
16 your field. Mr. Taylor, the fact is that you did give the
17 Gay Manufacturing Company a deed for the timber on both tracts
18 of land, including Mr. Richard Taylor's tract?

19 A. I have told you what I done.

20 Q. And the deed only excepts a small piece of four or five
21 acres; what have you to say as to this?

22 A. I'll tell you what they done - I am going to do that - they
23 went in there and took all without a deed, they even took the
24 next man's lumber and brought it into Virginia.

25 Q. I understand you to say you didn't give them a deed?

26 A. I didn't give them any.

1 Q. Did I understand you to say they took it without you giving
2 them any deed?

3 A. I didn't call it a deed. They
4 come here with a deed and they tried all night, and I throwed it
5 in the fire and burnt it up. When they drawed in the land -
6 they drawed in the land - I never told them to draw in any that
7 didn't belong to them.

8 Q. At any rate, the property which Mr. Richard Taylor is now
9 claiming is considerably over five acres?

10 A. Of course it is. I'll tell you what I done - what I told
11 them - I think it was nigh fifty acres, and I thought it might
12 be more than that, I didn't know, I couldn't tell how much there
13 is of it.

14 Q. How long ago has it been since Richard Taylor first said
15 something about going down and having a deed fixed up?

16 A. I reckon five or six years ago.

17 Q. Did he never say anything to you before that time?

18 A. I think one time before it. He never named anything about
19 it to me, except when traveling along on the county road some-
20 where, never come to this house and said anything to me about it.
21 Then he would just say so and go on, but he said it to me on the
22 road.

23 Q. The fact is that your wife and Mr. Richard Taylor's wife
24 don't get along together?

25 A. They don't have any dealings.

26 Q. They don't visit each other, do they?

A. They never did visit much - we used to go over there and

1 mat - used to go there when she was sick.

2 Q. Isn't it true that they never liked one another?

3 A. I can't say about that. I might say I don't like some
4 people like I do some other people, but of course they don't
5 visit much, but in sickness we do, sometimes it is five years
6 before we see some people, except in sickness.

7 Q. Isn't it a fact, Mr. Taylor, that this matter between you
8 and your brother would have long ago been fixed up if it hadn't
9 been for your wife?

10 A. No, sir, I don't think that interfered with it, 'though I
11 don't know particular - nothing as I know of, no.

12 Q. Has not your wife repeatedly said that Mr. Richard Taylor
13 should not have a deed to this property?

14 A. Not as I know of.

15 Q. Has she not told you so? A. Sher never told me so, no,
16 not as I know of. Sometimes folks lives right close and they
17 gets right thick and then they may be falls out, and I tell
18 them not to get too thick, if they ever happen to get out.

19 Q. Mr. Taylor, when did you first slipe the line on this side
20 of the Norfleet Field Branch?

21 A. I told you I first run that down, that line, and I breaks
22 bushes, but you may put boys there to bend little bushes and
23 skin them out, skin places on them.

24 Q. When was the first time you did, or had that done, along
25 that line - how long ago?

26 A. I couldn't tell you to save my life.

1 Q. It was right after the sale, wasn't it? A. No, sir.

2 Q. Soon after the sale?

3 A. No, sir, a long time since the sale, because I didn't get
4 no deed for the land for a long time, they left me without any
5 deed to the land.

6 Q. You told Mr. Everett just now that you sliped this line
7 just before the Gay Manufacturing Company bought the timber the
8 first time?

9 A. They didn't part it then.

10 Q. That was in 1886, was it not? A. I reckon so.

11 Q. Are you sure you never sliped that line there?

12 A. I never sliped it, I did go along and break bushes along -
13 that was making a line - I didn't call that line between the
14 fence.

15 Q. Had that been done before you sold the timber to the Gay
16 Manufacturing Company?

17 A. No, sir, you mean the last time or the first time?

18 Q. The first time? A. No, sir - they have
19 chopped all about the woods, people who go along and cut trees
20 or mark trees when they ought not to. I found a line one time
21 and I never knowed it was there before. Mr. Mathias come along
22 one day and told me about a line back in the swamp and said,
23 "Kader, who has cut that line", and I said, "What line, there
24 ain't no line back there", and he says, "Yes, there is lines
25 along back there, I seen one", and I goes and looks and somebody
26 had cut a line sure enough.

1 Q. Are you referring to the line we are now talking about?

2 A. No, that was another place, way off that way.

3 Q. Mr. Taylor, did you ever lend your brother Richard Taylor
4 any money?

5 A. No, sir, I didn't lend him any that I know of.

6 Q. Did you ever pay any money, or have you ever endorsed
7 for him, or ever gone security for him for any money of any
8 amount?

9 A. No, sir, because we neither one didn't have much.

10 Q. Did you ever pay any sum of money that you had become
11 responsible for, for your brother?

12 A. No, sir, not as I know of.

13 Q. Did you ever pay Dr. R. A. Parker \$50. that you had become
14 responsible for, for your brother?

15 A. I don't know now as I ever did, I can't tell.

16 Q. You filed an answer which is filed by Judge Rawls in this
17 case, stating that you paid Dr. R. A. Parker in 1886 \$50.00
18 security money for Richard Taylor. To that answer your oath
19 was taken which is as binding as the oath which has been admini-
20 stered here to-day; what have you to say as to that?

21 A. I don't know anything about that, sir.

22 Q. Why should you have signed that paper, stating you had
23 paid \$50.00 security money, if you hadn't done so?

24 A. I signed a paper to that effect?

25 Q. Yes. A. Who put my name on there?

26 Q. You have signed it and Mr. Everett will tell you that it is

1 true, that you have signed it.

2 A. I don't know what I have done in time. My mind is good
3 enough to know all about that - things like that - of course,
4 a gentleman come here yesterday and used a few words, but I
5 was in such a fix then that I couldn't answer him in any way at
6 all. Dr. Corbell told me what I had - lost nerves.

7 Q. Mr. Taylor, have you any receipts for any money paid Mr.
8 C. H. Causey? A. Not as I know of.

9 Q. Would you be surprised to know that Mr. Richard Taylor
10 had some receipts for money paid him?

11 A. Mr. Causey?

12 Q. Yes. A. I don't know anything about it.

13 Q. If I were to produce receipts showing that he had made
14 payments to Mr. C. H. Causey on this land, would you deny it?

15 A. Causey - what Causey?

16 Q. You know Mr. Causey, the man you first went to after the
17 property was sold?

18 A. He is dead.

19 Q. I know, but receipts relating back to that time?

20 A. I don't know anything about it.

21 Q. Do you deny that he has paid Mr. Causey anything, or not?

22 A. I don't know anything about it.

23 Q. I ask you do you deny that he paid Mr. Causey anything,
24 or not?

25 A. I don't know anything at all in the world about it.

26 Q. Then you are not sure whether he has, or not, is that

- 1 correct? A. No, I ain't sure, and I ain't not sure,
2 I am not sure of that because I don't know anything in the
3 world about it.
- 4 Q. The last \$50.00 - - A. What did he pay Causey for?
5 Q. The lasy \$50.00 that was paid Dr. Parker on the bond?
6 A. If he did, somebody done it.
- 7 Q. The last \$50.00 paid Dr. Parker on the bond; do you re-
8 member in what year that was paid? A. No, sir.
- 9 Q. Do you remember whether \$50.00 was the last amount paid
10 him? A. No, sir.
- 11 Q. Do you remember who paid that last \$50.00 - who was
12 present?
13 A. The last \$50.00 on the land?
- 14 Q. Yes. A. To Dr. Parker, he was the last man I
15 made settlement with.
- 16 Q. Do you remember who paid it and who was present?
17 A. I do not.
- 18 Q. Are you sure that you paid it, or Mr. Richard Taylor paid
19 it? A. I thought I paid it - I don't know
20 anything at all about it,
- 21 Q. Then you don't deny that Mr. Richard Taylor paid it?
22 A. I couldn't tell you to save my life. He ain't paid none
23 as I know of.
- 24 Q. The buildings on Mr. Richard Taylor's place I understand,
25 Mr. Taylor, were put up there by him; is that correct?
26 A. Yes, sir, I reckon they are; he put them up and I reckon

1 he borrowed the money.

2 Q. How many building were on there when he went there?

3 A. A little pole house.

4 Q. About seven by eight?

5 A. Yes, sir, it might have been twenty feet one way and ten
6 the other.

7 Q. What buildings are there now?

8 A. A pole house - a little pole house.

9 Q. They are his out buildings? A. Yes, sir, out buildings.

10 Q. What kind of a house does he live in?

11 A. What we used to call a box house.

12 Q. Mr. Richard Taylor paid for that and paid for the lumber
13 and paid for the nails and paid for the building of the chimney
14 and the carpenter's work, did he not?

15 A. Yes, sir, if he borrowed any while he was first building,
16 I don't know.

17 Q. If he had borrowed at that time, I suppose he would have
18 had to secured it on the land, would he not?

19 A. I don't know how he would have done that.

20 Q. That would have been the easiest way, to have given a deed
21 of trust on the land?

22 A. No, sir, he didn't give no deed of trust on the buildings
23 that he put on.

24 Q. How many out houses has he?

25 A. He can tell you, he is right, there, he can tell you.

26 Q. There were several little out houses there, including the

- 1 barn. A. All he got on the bond.
- 2 Q. No, the barn - b-a-r-n I mean.
- 3 A. The barns?
- 4 Q. I say there are other buildings there than the barn?
- 5 A. I don't know particular, I reckon there are two or three
- 6 or four.
- 7 Q. He built these also, did he not? A. He did.
- 8 Q. You didn't pay for them, did you? A. No, sir.
- 9 Q. You didn't pay for anything on his house, did you?
- 10 A. No, sir.
- 11 Q. How far does he live from here - your home?
- 12 A. About half a mile, I reckon.
- 13 Q. Just north of here, is it not?
- 14 A. Pretty much north.
- 15 Q. It is just through the woods a little way, is it not?
- 16 A. Yes, sir.
- 17 Q. When he took charge of this property, how much cleared land
- 18 was there over there?
- 19 A. Let me see - I don't know, I reckon ten acres, eight or
- 20 ten acres.
- 21 Q. How much cleared land is there there now?
- 22 A. There ain't much more than there was then. He always
- 23 added a little bit to it, a little bit to it.
- 24 Q. Who paid for clearing that off?
- 25 A. He does - he has I reckon.
- 26 Q. Mr. Richard Taylor has cut poles on that land and sold

1 them to different people, hasn't he?

2 A. Not as I know of.

3 Q. Has he not sold shingles off there?

4 A. I don't know, he cut shingles for his own use I guess.

5 Q. Has he not sold shingles to different people?

6 A. Not as I seen. I hardly goes fifty yards from the house
7 some days now.

8 Q. Didn't Mr. Richard Taylor a short while ago sell some
9 board shingles to Mr. Albert Brinkley?

10 A. I don't know.

11 Q. He has to pass by your front gate to go to Mr. Albert
12 Brinkley's, doesn't he?

13 A. When he is passing by here, yes.

14 Q. Going from Mr. Richard Taylor's to Mr. Albert Brinkley's
15 he would have to pass your house and your front gate?

16 A. Yes, sir, that is the county road from one place to the
17 other.

18 Q. Mr. Taylor, you stated to Mr. Everett practically to this
19 effect: That there was no use in Richard doing this - and I
20 suppose you refer to bringing the suit - he could have come and
21 we could have settled. What did you mean by that?

22 A. Meant we could - - I said it could be settled.

23 Q. What did you mean by that - - "It could be settled"?

24 A. It could be settled, my God and Kings man- a man could
25 come there, and if he says \$1000. or \$2000. or \$5000. for this
26 place, that would settle it - if I took it, that would settle it.

1 Q. When you made that remark to Mr. Everett, you were evident-
2 ly referring to what Mr. Richard Taylor owed you. Will you
3 please explain what Mr. Richard Taylor could have settled with
4 you previous to this suit - what did you mean by that?

5 A. My God and Kings - if a man comes and offers me \$1000. for
6 one acre, we could settle it right away, or he could offer me so
7 much money. A man could come here and offer me the price
8 for this here and I could have a settlement.

9 Q. From your position in this case, you have admitted that Mr.
10 Richard Taylor agreed to take a part of the land, but that the
11 number of acres was not agreed upon, and the price was not agreed
12 upon - what did you consider that he owed you - or what do you
13 consider that he owes you to-day, in order to entitle him to a
14 deed?

15 A. I don't know, sir.

16 Q. How much would you be willing to take right now and give
17 him a deed?

18 A. What would he offer me?

19 Q. Mr. Richard Taylor is not in a position to offer you any-
20 thing; he claims the property belongs to him. He is not open
21 for deals of any kind or description. Will you please answer
22 my question?

23 MR. EVERETT: The question OBJECTED to on
24 the ground that it cannot amount to anything
25 when it is answered.

26 NOTE: Question read.

1 A. I ain't got anything to do with it, not now.

2 MR. EVERETT: You can tell him the same
3 thing that counsel told you, that counsel
4 tells you that we have no offers to make in
5 this case, on the stand or otherwise, that
6 the property is not for sale.

7 Q. My question was not directed to you for the purpose of
8 soliciting any price, you would charge Mr. Richard Taylor, or
9 anybody else for this property, provided it belongs to you.
10 My real intention was to gain from you what I have heretofore
11 failed to gain, and that is how much you claim Mr. Richard
12 Taylor owes you?

13 A. I don't know particular myself.

14 Q How long has Mr. Richard Taylor been occupying this
15 property?

16 A. He has been just staying there.

17 Q. How long? A. I couldn't tell you, sir.

18 Q. Do you know about how long?

19 A. I couldn't give no idea.

20 Q. You know about how long? A. No, I couldn't give
21 no idea.

22 Q. He has been there certainly ever since the sale, has he
23 not - the sale of your father's estate?

24 A. No, sir, he stayed here with me three or four years, right
25 here, and up at that old brick building up there; that has been
26 here ever since the last stage line went through here, that was

1 by Mr. Greenleaf and that was there in 1700.

2 Q. Mr. Richard Taylor went there before the first sale of
3 timber to the Gay Manufacturing Company, didn't he?

4 A. I think he did, but I ain't positive.

5 Q. And built his house before the sale to the Gay Manufactur-
6 ing Company, didn't he?

7 A. I think that was a little before - I think that was.

8

RE DIRECT EXAMINATION

9

10 By Mr. Everett:

11 Q. You said that on that bond you gave to Dr. Parker that
12 Richard Taylor did pay \$25. or \$30. on it, that is what I under-
13 stood you to say?

14 A. Yes, if I answered you that way; of course I said it -I don't
15 know.

16 Q. You did say, Mr. Taylor, that he paid \$25. or \$30. on that
17 bond?

A. Yes, sir.

18 Q. I want to know now whether, or not, you paid Richard Taylor
19 back this money, or not?

20 QUESTION OBJECTED to as leading, also be-
21 cause it is not proper re direct examination
22 and it should have been asked on direct
23 examination.

24 A. I don't much think I did - I couldn't say.-

25 And further this deponent saith not.

26 (Signature waived).

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NOTE: At 1:00 P. M. the further taking
of depositions in this cause was adjourned
to Suffolk, Virginia, February 7th, 1913,
at 10:00 A. M., at the offices of
Everett & Hutton.

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ROBERT H. RUSH
SHORTHAND REPORTER
340-2 MONTICELLO ARCADE
NORFOLK, VA.

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STENOGRAPHER'S TRANSCRIPT.

1910

Kedar Taylor
Depositions