

**BEL AIR  
PAPERS  
1739 - 1879**

**Transcribed by Ronald Ray Turner**

**1998**

19 October 1739

WALKNER to EWELL – Deed Book D – 336 (Lease)

This Indenture made this nineteenth day of October in the Year of our Lord One Thousand Seven Hundred and Thirty Nine between Ralph Walkner of the Parish of Port Tobacco in Charles County & Province of Maryland of his one part & Charles Ewell of the Parish of Hamilton in the County of Prince William & Colony of Virginia of the other part. Witnesseth that the said Ralph Walkner for an in consideration of the sum of the sum of five shillings to him in hand paid by the said Charles Ewell the receipt whereof is hereby acknowledged Hath granted bargained & sold and by these presents doth grant bargain & sell unto the said Charles Ewell all these two tracts or parcels of land containing by estimation Eight Hundred Acres commonly known & called by the name of Walkertown lying and being in the Parish of Hamilton in the County of Prince William & Colony of Virginia aforesaid which the said Ralph Walkner purchased of John Wood by certain Deed of Indenture of Release bearing date the Twenty Sixth Day of May last past & recorded in Prince William Court relation thereunto being had may more fully at a large appear, a moiety of half thereof bounded as follows: Beginning at a marked Red Oak and standing in Henry Walkner's headline & extending thence North Northeast one hundred and sixty poles to a White Oak standing in the head of a Branch it being a corner free of the Grand Patent, thence West Northwest four hundred poles to a marked Red Oak standing on the West side of Walkner's old field thence South Southwest one hundred and sixty poles thence East Southeast four hundred poles to the beginning the other moiety of the said Eight Hundred acres being the reversion & reversions, remainder & remainders of the lands in the aforementioned patent which now doth or hereafter shall belong unto the said Ralph Walkner or his heirs in any manner of wise. With all manner of houses, buildings, gardens, orchards, pastures, commons, feedings hardwood, underwood, ways, paths, waters, & water courses, conditions, advantages and premises above mentioned and every part & parcel thereof with the appurtenances unto the said Charles Ewell his heirs executors administrators & assigns from the first day of this instant for and during and unto the full and form of one whole year from there next & immediately ensuing & following and fully to be completed & ended YEILDING and paying therefore one pepper corn in and upon the feast of St. Michael the Arch Angel if demanded to the intent that by virtue of these presents by force of the statue for transforming uses into possession to the said Charles Ewell maybe in actual possession of all & singular the said premises above mentioned with the appurtenances & thereby be enabled to accept & take a grant & release of the reversion and inheritance thereof to him & his heirs to the only proper use & behoof of him the said Charles Ewell his heirs & assigns forever. In witness where of the said Ralph Walkner hath hereunto set his hand & seal the day month and year first above written. Ralph Walkner (seal)

Sealed and Delivered in presence of us John Savage, Hugh Adie, William Rookard, William Williams, John Dennis.

At a Court held for Prince William County, February 25<sup>th</sup> 1739. This Lease was proved by the Oaths of Hugh Adie, William Rookard, & William Williams, three of the witnesses thereto by His Act & Deed of Ralph Walkner and was thereupon admitted to record.

Catesby Cocke (seal)

20 October 1739

WALKNER to EWELL – Deed Book D – 338 (Release)

This Indenture made this twentieth day of October in the Year of our Lord One Thousand Seven Hundred and Thirty Nine between Ralph Walkner of the Parish of Port Tobacco in Charles County & Province of Maryland of his one part & Charles Ewell of the Parish of Hamilton in the County of Prince William & Colony of Virginia of the other part. Witnesseth that the said Ralph Walkner for an in consideration of the sum of the sum of seventy seven pounds current money of Virginia to him in hand paid by the said Charles Ewell the receipt whereof he the said Ralph Walkner doth hereby acknowledged and thereof and every part & parcel there of do acquit exonerate and discharge him the said Charles Ewell his heirs executors and administrators and every of them forever by these presents and for divers other good considerations him thereunto moving he the said Ralph Walkner hath granted & bargained & sold aliened released & confirmed and by these presents doth fully freely & absolutely grant bargain & sell alien release and confirm unto the said Charles Ewell in his actual possession now being by virtue of a Bargain of Sale to him thereof made for one whole year by Indenture bearing date the day next before the day of the date of these presents and by force of this statue for transforming uses into possession and to his heirs and assigns forever all those two tracts or parcels of land containing eight hundred acres be the same more or less commonly known and called by the name of Walkers town lying & being in that Parish of Hamilton in the County of Prince William & Colony of Virginia aforesaid the said Ralph Walkner bought of J. W. Wood by contain Deeds of Indentures of Release bearing date the twenty sixth day of May last past & recorded in Prince William Court relation thereunto being had may more fully & at large appear the said lands being part of a patent for two thousand nine hundred & sixty acres originally granted to Henry Walkner & afterwards renewed by John Wood the Grandfather to the abovementioned John Wood in his proprietors office will more largely appear by a patent dated the thirteenth day of March One Thousand Six Hundred & Ninety Five a moiety whereof was conveyed from John Wood the Grandfather unto John Wood the Father of the aforesaid John Wood by Deed of Gift recorded

in Stafford Court the fourth day of April one thousand seven hundred & six and bounded as follows: Beginning at a marked Red Oak standing in Henry Walkners lead line & extending thence North Northeast one hundred sixty poles to a White Oak standing in the lead of a Branch it being a corner free of the Grand Patent thence West Northwest four hundred poles to a marked Red Oak standing on the West Side of Walkners old field thence South Southwest one hundred & sixty poles thence East Southeast four hundred poles to the beginning. The other moiety of the said eight hundred acres being the reversion & reversions remainder & remainders of all the lands in the aforementioned patent which now doth or hereafter shall belong unto the said Ralph Walkner or his heirs in any manner of wise. And all houses buildings gardens orchards meadows common pastures feeding trees woods underwood ways paths waters watercourses easements profits commodity advantages hereditaments rights appurtenances whatsoever to the same belonging or in any way wise appertaining or with now are or formerly have been accepted reputed taken acknowledged occupied or enjoyed to or with the same or as part parcel or any part thereof and also the reversion and reversions remainder or remainders rents & services of all & singular the said premises above mentioned and every part and parcel thereof with the appurtenances and also all the estate right title interest claim & demand whatsoever as well in Equity as in Law of him the said Ralph Walkner in & to all & singular the said premises abovementioned of in & to evert part and parcel thereof with the appurtenances and also all Deeds evidence or with uses touching and concerning the said premises or any part thereof. To Have and To Hold the said lands hereditaments and all and singular the premises above mentioned and every part and parcel thereof with the appurtenances unto the said Charles Ewell his heirs and assigns to the only proper use & behoof of him the said Charles Ewell his heirs & assigns forever. And the said Ralph Walkner for himself & his heirs & assigns doth consent & agree to & with the said Charles Ewell his heirs & assigns that he the said Ralph Walkner now is the true lawful & rightful owner of the said land& hereditaments & promises above mentioned and of every part & parcel thereof with the appurtenances and also that he the said Ralph Walkner now is lawfully & rightfully seized in his own right of a good sure perfect absolute & indefensible estate of inheritance in fee simple of and in all & singular his premises abovementioned with this appurtenances without any manner of condition mortgage limitation use and uses or other matter case or thing to alter change charge or determine the same and that he the said Ralph Walkner has good right full & power& lawful authority in his own right to grant bargain sell & convey the said lands hereditaments & premises above mentioned with the appurtenances unto the said Charles Ewell his heirs or assigns to the only use & behoof of the said Charles Ewell his heirs & assigns for ever according to the true intent & remaining of the presents and also that he the said Charles Ewell his heirs or assigns shall and may & at all times hereafter peaceably & quietly have hold occupy posses & enjoy all and

singular the said lands hereditaments & premises before mentioned with the appurtenances without the trouble hindrance molestation or interruption of him the said Ralph Walkner his heirs or assigns and that free & discharged or otherwise well & sufficiently saved and kept harmless & unidentified of and from all forever and other bargains sales gifts grants leases mortgages joyntures (jointures) dowers uses wills entrails rents issues ameracements seizures bonds annuities writings obligatory statue & of the recognizances patents judgments executions rents & arrearages of rents and of & from all other charges estates rights titles trouble & incumbrances whatsoever had made committed done suffered or to be had made done or suffered by the said Ralph Walkner or any other person or persons claiming or to claim by from or under him then or any of them the quitrents borrowing due for the promises from this time only excepted. And lastly that the said Ralph Walkner & his heirs and all & every other person or persons and his and their heirs anything leaving or claiming in the said premises before mentioned or any part thereof by or under lien shall & will from time to time & at all times hereafter thereof upon the reasonable request & at the cost & charges of the said Charles Ewell his heirs & assigns make do & execute or cause or procure to be made done & executed all and every further & other lawful & reasonable Act & Acts thing & things device and devices conveyance & conveyances in the law whatsoever for the further better & more perfect granting conveying & assuring of all & singular the said premises before mentioned with their appurtenances unto the said Charles Ewell his heirs & assigns for ever as buy the said Charles Ewell his heirs & assigns or their council learned in the law shall be reasonably advised devised or required. In Witness thereof the said Ralph Walkner hath hereunto set his hand & seal the day month and year first before written.

SEALED and DELIVERED in presence of us- J. W. Savage, Hugh Adie, Wm. Rookard, Wm. Williams, John Dennis.

At a Court held for Prince William County February 25<sup>th</sup> 1739. This Release was proved by the oaths of Hugh Adie, William Rookard, and William Williams three of the witnesses thereto to be the act & deed of Ralph Walkner and it was thereupon admitted to record – Catesby Cocke

1806

JESSE EWELL Inventory of Estate (WBI (eye)- pages 152-154

In Obedience to an order of the Worshipful Court of Prince William County. We the

Subscribers being first duly sworn have appraised the property of Jesse Ewell Esq. deceased as Follows:

One Large Sow & 12 Young Hogs	\$34	One Horse	\$13
One Yoke of Oxen	\$50	Five Yearlings	\$15
Four Milch Cows	\$50	One Riding Carriage & Harness	\$50
Four Small Cows	\$40	One Barshare Plow	\$2.50
Four Heifers	\$45	Two Plows & Four Coulters	\$5
One Cow	\$14	Four Pair Hames Three Pair Chains	\$7
One Small Steer	\$7	Four Husk Collars	\$0.66
Four Small Heifers	\$28	One Iron Dong Fork	\$0.50
One Steer Yearling	\$4.50	Two Maddox Three Grubbing Hoes	\$4.00
Eight Calves	\$12	Six Hoes	\$0.75
22 Head of Old Sheep	\$44	Six Axes	\$6.75
One Broad Axe	\$1.75	One Foot Adds	\$0.50
Five Single Trees	\$3	One Old Horse	\$5
One Cross Cut	\$2	One Whip Saw	\$5
Five Single Trees	\$3	22 Lambs	\$33
Two Young Steers	\$24	One Ox Cart	\$18
One Sorrel Horse	\$40	Three Iron Pot Racks	\$3
One Bay Mare	\$50	One Frying Pan	\$0.25
One Man Slave Tom	\$200	One Wine Pipe	\$1
One Boy Sandy	\$200	Four Tight Barrels	\$2.75
One Boy Addison	\$280	Two Open & Two Small Kegs	\$1.25
One Young Man Daniel	\$300	One Mealtunn	\$0.75

One Young Man Dennis	\$300	Parcel of Bottles	\$0.25
One Small Boy Armstead	\$115	One Barrell & Sundry Tubs	\$2
One Old Man Jim	\$120	Half Dozen Pewter Plates	\$1.50
One Old Man George	\$133	25 Dozen Old Pewter Plates	\$2
One Woman Frank	\$150	Tin Pan & Strainer	\$0.50
One Small Girl Tyler	\$120	Earthenware	\$2.50
One Small Girl Harrot	\$150	One Sieve	\$1.25
One Woman Prue	\$200	Two Old Tubbs	\$0.50
One Small Girl Elenor	\$100	Two Butler Pots & Tin Pan	\$0.62
One Small Girl Sopha	\$65	Three Chamber Pots	\$0.50
One Small Girl Cordelia	\$70	Two Pair Sheep Shares	\$0.50
One Young Woman & Child	\$275	Line left blank	\$0.00
One Girl Luce	\$175	line left blank	\$0.00
Quantity of Wool	\$12.50	One Bed & Furniture	\$40
One Wheat Fan	\$8	One Dressing Table & Glass	\$5
Three Iron Bound Hogs Heads	\$3	Bason & Bottle	\$0.75
Three Old Mobby Stands	\$2	Six Armed Charles	\$6
One Small Still	\$18	12 Doz Cheritree	\$20
Three Old Flax Wheels	\$4	Glasses & Sundry's	\$26
One Loom & Giers	\$16	Part of Set Chine	\$6
One Auger & Chisel	\$0.50	One Small Table	\$2.50
One Boiler	\$2.50	One Small Table	\$2.50
One Kittle	\$3	Two pair Fire Dogs	\$3.50
One Old Oven and Pot	\$1	Shovel Tongs & Poker	\$2.50

One Stone Jugg	\$0.50	Dozen Winsor Chare	\$10
Two Couches	\$6	Two Dining Tables	\$16
Two Iron Changes	\$2	Sundry's in Beau fat	\$4
Three Small Butter Pots	\$0.75	One Pair Fire Dogs	\$0.75
One Kittle	\$2	One Candle Stand	\$2
One Iron Pot and Hooks	\$2.50	11 Fruit & Piding Dishes	\$1.75
One Small Oven	\$0.75	Dozen & Half Plates	\$1.50
One Small Kittle	\$0.25	One Dozen Plates	\$0.75
One Spider Skillet	\$0.75	One Small Table	\$0.75
Two Small Tea Kittles	\$2	Two Stone Jars	\$0.75
Parcel of Old Iron	\$0.75	Hume's History England 11 Volume	\$10
Pair Stilards	\$2	Voltaire's Works 13 Volume	\$10.50
Two Small Iron Pots	\$1.75	Swifts Works 13 Volume	\$5.50
Pair Flat Irons	\$0.75	Parcel of Old French & Latin Books	\$4
One Small Oven	\$2.75	One Old Armed Chair	\$1
Candle Mould & Skilet	\$1.50	One Bed & Furniture	\$30
Sundry Wooden Ware	\$1	One Press	\$15
Pair Fire Dogs	\$2	Four Candlesticks	\$4
One Desk & Bookcase	\$23	One Walnut Table	\$4
Half Dozen Chares	\$2	Three Beds & Furniture	\$60
One Small Table	\$0.75	One Bedstead	\$1.50
One Bed & Furniture	\$35	One Bed & Furniture	\$28
One Small Table & Dressing	\$1.50	Firedogs and Fender	\$2
One Bed & Furniture	\$20	One Small Table & Dressing	\$1.50



Sixteen Shotes	\$21	One Young Sow	\$1.50
Eighteen Pigs	\$6		

Total Amount for the Personal Property \$4122.78

Stephen Howison

James Howison

Peter Trone

At a Court held for Prince William County September 1, 1804. This Inventory and Appraisement of the Estate of Jesse Ewell Gent. Deceased was returned to the Court and ordered to be recorded. Teste, J. Williams C.C,

3 January 1812

EWELL to WEEMS

This Indenture made the third day of January in the year of our Lord one thousand eight hundred and twelve between Charlotte Ewell executrix of the last will and testament of Jesse Ewell Sen. deceased of the County of Prince William and Commonwealth of Virginia of the one part and Mason L. Weems of the said county & commonwealth of the other part. Witnesseth that the said Mason having advanced at previous periods various sums of money to the said executrix to enable her to discharge the debts of the estate & whereas a settlement having this day taken place between the parties, & the accounts of the said Mason as well as the credits on the part of the said Charlotte having been compared with the proper vouchers and evidences the sum due to the said Mason fairly and impartially ascertained to amount to Two Thousand Three Hundred Dollars in which said sum the above Charlotte stands indebted to the said Mason to be paid with legal interest thereon or before the first day of January in the year One Thousand Eight Hundred Fourteen. Now This Indenture Witnesseth that for and in consideration of the aforesaid sum of Two Thousand Three Hundred Dollars due to the said Mason L. Weems as aforesaid & for the better securing the payment thereof with interest to the said Mason his Executors Administrators & Assigns & also in consideration of the further sum of one dollar the receipt whereof is hereby fully acknowledged & agreeable to a power vested in the said Charlotte executrix by the will of the aforesaid Jesse Ewell deceased, bearing date the fourth day of April in the year 1806 and of record in the County Court of Prince William. The said Charlotte Ewell hath granted bargained sold released and confirmed & by these presents doth grant bargain sell release & confirm

unto the said Mason L. Weems his heirs and assigns all that messuage tenement or tract of land lying and being in the said County of Prince William whereon the said Charlotte Ewell now resides called and known by the name of Bellair and containing Seven Hundred acres more or less, together with all houses outhouses gardens, orchards waterways & water courses & all hereditaments & appurtenances whatsoever to the Messuage or premises in any wise belonging or appertaining & the reversion & reversions remainder & remainders, rents issues and profits of all and singular the premises aforesaid. And also all the estate right, title interest claim & demand whatsoever of her the said Charlotte Ewell to the same or any part or parcel thereof. To have and to hold the said Mesuage & premises with all and singular the appurtenances unto the said Mason L. Weems his heirs and assigns forever. Provided always nevertheless that if the said Charlotte Ewell her heirs and assigns do & shall well & truly prays or causes to be paid unto the said Mason L. Weems his executors administrators or assigns the full sum of money & interest as aforesaid on or before the first day of January in the year one thousand eight hundred & fourteen, then all herein contains shall be null and void & of no effect or else to remain in full force and virtue. In testimony whereof the parties have hereunto set their hands and affixed their seals the day & year herein above written.

Signed – Charlotte Ewell Ex. Of said Ewell deceased (seal)

Mason L. Weems (seal)

The forgoing erasures pinterleniations were made at the signing and sealing &c. of this Indenture. Signed Sealed & Acknowledged in the presence of W. Ewell, Jas E. Heath, Jas B. Ewell, Alfred Ewell.

This deed from Charlotte Ewell to Mason L. Weems was proved by the oaths of James E. Heath and James B. Ewell and ordered to be certified. And at a Court of Quarterly Session Continued & held for Prince William County August 5<sup>th</sup> 1812. This said deed was fully approved by the oath of Alfred Ewell and ordered to be recorded.

Teste – J. Williams, Clerk of Court

1 May 1812

EWELL to WEEMS

This Indenture made the first day of May in the year of our Lord one thousand eight hundred and twelve between Charlotte Ewell executrix of the last will and testament of Jesse Ewell deceased and the Rev. M. L. Weems all of Prince William County Virginia Witnesseth that the

same Executrix by virtue of power duly invested as will appear on record in the above county court being anxious to prevent a sacrifice of the estate by forced sales hath borrowed of the said M. L. Weems the sum of one thousand dollars for the purpose of paying the debts of the estate of the said J. E. deceased. And being willing according to previous arrangements with the said Mason to secure to him in one year the payment of the said sum of money with out interest until the expiration of the said twelve months by a lien as part of the estate of her testator now, this indenture witnesseth that for the consideration of one dollar to her in hand paid & for the further consideration of the said sum of one thousand dollars paid by the said Mason through the hands of his son Thomas Ewell before the delivery of these presents; whereof she acknowledged the receipt; she the said Charlotte Ewell as executrix aforesaid hath bargained & sold released & confirmed unto the said Mason his heirs or assigns or administrators the four following negroes to wit: Sandy & Addison the sons of Tom & Prue and Dennis the son of .... & Harriet the daughter of her woman called Frank. To have and to hold the said negroes Sandy Addison Dennis & Harriet unto him the said Mason L. Weems his heirs assigns administrators or executors to the only proper use & behoof of him the said Mason. Subject nevertheless to a provision condition of redemption, hereinafter contained, provided always & it is hereby agreed between the parties aforesaid, that if the said Charlotte Ewell her heirs or assigns shall pay or cause to be paid unto the said Mason his heirs or assigns the aforesaid sum of one thousand dollars in one year from this date then these presents & every thing thereon contained shall cease & be utterly null and void. In testimony whereof the parties have hereunto annexed their hands & seals this 1<sup>st</sup> day of Mat in the year aforesaid.

Charlotte Ewell (seal) & Mason L. Weems (seal)

Signed & Delivered in the presence of Jas E. Heath, Jesse E. Weems, James B. Ewell

At a Court held for Prince William County July 6<sup>th</sup> 1812 this deed from Charlotte Ewell to Mason L. Weems was proved by the oaths of Jas E. Heath & James B. Ewell and ordered to be certified. And at a Court held for said County September 7<sup>th</sup> 1812 this said deed was fully proved by the oath of Jesse E. Weems and ordered to be recorded

Teste – J. Williams C. Court

29 March 1825

Gibson & Macrae Commissioners to Slade

This Indenture made the 29<sup>th</sup> day of March in the year one thousand eight hundred and twenty-five, between John Gibson Jr. and John Macrae as Commissioners acting under several decrees of the County Court of Prince William, as hereinafter mentioned, both of the

County of Prince William, and State of Virginia, of the one part, and Henry C. Slade of the same county & state of the other part. Whereas the said County Court of Prince William sitting as a Court of Chancery in a certain suit therein depending in which Charles Ewell, assignee of Jesse Ewell, Sarah B. Ewell in her own right, and as assignee of Thomas Ewell in Trust for Rebecca S. Ewell, Charlotte Ewell, and Emma Ewell were complainants, and Mason L. Weems, as Executor of Charlotte Ewell, dec'd, and as such Executor of the last Will and Testament of Jesse Ewell dec'd, and in right of his wife Frances and in his own right as assignee of Leroy Ewell, & Alfred Ewell, James Ewell and Philip Alexander, Sheriff of the County of Prince William to whom hath been committed for administration the Estate of Bertrand Ewell dec'd, were Defendants, by a decree dated the (blank) day of 1824, adjudged, and ordered that the Lands of the Estate of Jesse Ewell Sr. dec'd should be sold, and appointed the said John Gibson Jr. and John Macrae commissioners to make such sale, for the purposes of said suit; and the said Gibson & Macrae as Commissioners aforesaid, and in pursuance of the said decree, did in the manner, and upon the terms therein prescribed, expose the said lands for sale, and the said Henry C. Slade, being the highest bidder, became the Purchaser of the two Tracts hereinafter described & conveyed, at the prices & on the terms following, to wit the "BELLE AIR" Tract estimated to contain Four Hundred and Thirty Eight Acres 2 Roods, at four dollars & seventy cents per acre and the "KEEFE" Tract estimated to contain Two Hundred & Thirty Six acres 3 Roods, at two dollars and seventy five cents per acre, making in aggregate the sum of Two thousand Seven Hundred & Twelve Dollars, and payable in three equal annual installments; and the said Henry C. Slade having complied with the terms of the said sale by delivering said Gibson, and Macrae, as Commissioners aforesaid, the bonds of himself, and Mason L. Weems to said Commissioners for the said installments payable as aforesaid viz, one for nine hundred and four dollars payable the 5<sup>th</sup> day of July 1825, one for the like sum payable the 5<sup>th</sup> day of July 1827, and by tendering to said purchase money upon receiving to said Commissioners a deed of trust to secure the payment of said purchase money upon receiving a conveyance of the said Tracts: and whereas the said County Court of Prince William by another decree in the said suit dated on the 8th day of February 1825, approved and confirmed the said sale as reported to them by the said Gibson, & Macrae, as Commissioners aforesaid, and diverted them to make conveyances of the Lands sold by them as aforesaid to the purchasers thereof: all which more fully appear upon reference to the Papers & Proceedings in said suit, and to copies of the said Decrees hereto annexed as a part hereof. Now, therefore this Indenture witnesseth, that the said John Gibson Jr. and John Macrae, as Commissioners aforesaid in pursuance of said Decrees, and by virtue of the authority thereby conveyed, and in consideration of the said bonds for the sum of two thousand seven hundred & twelve dollars payable by instalments as aforesaid, and of one dollar to them in hand paid, have granted bargained & sold, and by these presents, do

grant bargain & sell unto the said Henry C. Slade all those two tracts of land belonging to the Estate of the said Jesse Ewell, deceased lying in the County of Prince William called the "BELL Air" and "KEEFE" Tracts, the former estimated to contain Four Hundred & Thirty Eight Acres 2 Roods, the latter estimated to contain two hundred and thirty six acres 3 roods, and bounded & described as in the annexed Plot which is hereby referred to as a part hereof , and all the hereditaments, and appurtenances, unto him the said Henry C. Slade and his heirs & assigns. But the said John Gibson Jr. and John Macrae hereby convey to the said Henry C. Slade such title only to the said tracts of land as they have right & authority to convey as Commissioners aforesaid by virtue of the said recited decrees of the County Court of Prince William. In witness whereof, we have hereunto subscribed our hands and set our seals, the day & year first in the Premises written.

John Gibson Jr. (seal)

John Macrae (seal)

MEMORANDUM – This day the within Tracts of Land were sold by Public Auction, by John Gibson & John Macrae, Commissioners appointed by a decree of the County Court of Prince William, on a credit for the purchase money payable by three installments of equal amount one in one year, from this date; the purchasers to give bonds to said Commissioners with approved sureties' for said purchase money payable as aforesaid and a deed of trust upon the Land they respectively purchased: and the undersigned Henry C. Slade became the purchaser of the "BELL AIR" Tract containing 433 acres 2 roods at the price of \$4 & 70 cents per acre, and of the "KEEFE TRACT" containing 236 acres 3 roods at \$2 & 75 cents per acre; and Jesse E. Weems became the purchaser of the "MILL TRACT" containing 190 acres at the price of five dollars per acre; both purchases being made upon the credit & terms aforesaid; and the said Slade binds himself & his heirs to pay said purchase money & give said bond & deed of trust to said Commissioners on his part as aforesaid; and said Weems bind himself & his heirs to do the like in regard to his purchase as aforesaid. Witness our hands & seals this 5<sup>th</sup> day of July 1824.

J. Macrae (seal)

John Gibson Jr. (seal)

Henry Slade (seal)

J. E. Weems (seal)

Commissioners

INSERT PLAT FROM PAGE 91 HERE

**No. 1 BELL AIR, surveyed for Mrs. Ewell a Tract of land of which she lives called BELL AIR beginning at a red oak 100 poles from the beginning of Woods Patent as at A and running thence S16 degrees W214 poles to B the South of Occoquan Road a Spanish oak called for not found thence N71.45 degrees W334 poles to a marked red oak on a hill thence N17.20 degrees E206 poles to D a White oak marked thence with the line that divides Mr. Winsor from the said BELL AIR TRACT S75 degrees E321 poles to the beginning and contains 438 acres 2 rood. – March 1822**

**No.2 MILL TRACT, surveyed for Mrs. Ewell a Tract of land in Prince William County on Powell's Run beginning at 1. An ash and stone on the South bank of Powell's Run one of the corners of Wood original patent and running thence with one of the lines of Wood N16 E190 poles to 2 a white oak called for not found Weems Corner thence with Weems line N71 W156 poles to a marked gum at 3 near a branch Mr. Alfred Ewells corner thence S17 W192 poles to some marked saplings Berriman's line at 4 thence S72 degrees 15 E 160 poles to the beginning and contains 100 acres – March 1822**

**No.3 KEEFE TRACT, surveyed for Mrs. Ewell a Tract of Land on the waters of Neabsco & Powell's run Beginning at 1 a white oak near a branch thence N33.30 W108 poles to 2 in a cluster of pine N17 E56 poles to 3 a red oak by a glade called for the red oak not found thence N55 E109 poles to 4 on a hill grown in June thence S14 E 340 poles with Major Barnes line to Jno. Tayloe's line at 5 thence with Tayloe's line S22 W80 poles N38 poles thence N41.30 W72 poles N25 degrees E48 poles to the beginning & contains 236 acres 3 roods – March 1822 Signed – Thomas Nelson Jr.**

**At a Court of Quarterly Session Continued and held for Prince William County June 7<sup>th</sup> 1825. This deed from John Macrae and John Gibson Jr. (Commissioners) to Henry C. Slade was acknowledged by said Macrae and Gibson to be their act and deed and admitted to record with Memo's and Plats annexed**

**Teste P. D. Dawe C. C.**

**1 April 1825  
Slade to Cannon**

**This Indenture made the first day of April in the year One Thousand Eight Hundred & Twenty-Five between Henry C. Slade, and Charlotte his wife of the County of Prince William, and**

State of Virginia of the first part. Barnaby Cannon of the same County and State, of the second part, and John Gibson Jr. and John Macrae, as Commissioners appointed by several decrees of the County Court of Prince William hereinafter mentioned both of the same County & State, of the third part. Whereas the said John Gibson Jr. & John Macrae have as commissioners appointed by two several decrees of the County Court of Prince William sitting in Chancery bearing date the blank day of blank 182-, and the 8<sup>th</sup> day of February 1825, pronounced in a certain suit therein depending between Charles Ewell & others complainants and Mason L. Weems & others as defendants, sold and conveyed to said Henry C. Slade the two tracts of land hereinafter mentioned for the sum of two thousand seven hundred & twelve dollars payable by three equal annual installments the first of which will become due on the 5<sup>th</sup> day of July next, and the said Slade by the terms of said sale & in pursuance of said decree engaged to secure the payment of the said money by a lien upon the said lands. Now therefore this Indenture Witnesseth that the said Henry C. Slade and Charlotte his wife, in consideration of the premises aforesaid, and of one dollar to them in hand paid by the said Barnaby Cannon before the sealing & delivering hereof, the receipt of which they hereby acknowledge, have granted, bargained, & sold and by these presents, do grant, bargain, & sell unto the said Barnaby Cannon all those tracts of land formerly belonging to the estate of the late Jesse Ewell Sen, lying in the County of Prince William called "Bell Air" and Keef Tracts, the former estimated to contain 438 acres 2 roods, the latter estimated to contain 236 acres 3 roods, which were conveyed by the said Gibson & Mccrae, as commissioners aforesaid to the said Slade by deed bearing date the 29<sup>th</sup> day of March 1825 as will appear upon reference thereto on the records of Prince William County Court, and all the hereditaments & appurtenances to the same pertaining and all the right title, interest & demand whether at law, or in Equity of them the said Slade & Charlotte his wife, in and to the same. To have and to hold the said tracts of land with their hereditaments & appurtenances to him the said Barnaby Cannon and his heirs, upon trust nevertheless to & for the following uses, & purposes, & none other, to wit that he the said Barnaby Cannon, and his heirs shall permit the said Henry C. Slade to possess, occupy, & enjoy the said tracts of land, & take without account the rents issues and profits thereof, until a sale thereof shall be needful as hereafter provided: that, if the said Henry C. Slade, or his heirs, executors, or administrators shall make default in the payment of the said installments one Nine Hundred & Four Dollars each as they shall become due payable, Viz, one on the 5<sup>th</sup> day of July next, one on the 5<sup>th</sup> day of July 1826 & one on the 5<sup>th</sup> day of July 1827, or of either of them, then at any time there so after the said Barnaby Cannon or his heirs, shall proceed to sell so much of said tracts of land as maybe necessary to raise the sum or sums so arrear & all lawful interest thereon, & to defray all costs, charges and expenses of the sale & of this trust, & shall repeat such sale as often as such default may happen he the said Barnaby Cannon or his heirs, giving sixty days' notice of

the time and place of sale in some newspaper published in the town of Alexandria and at the front door of the Court House of Prince William County, and shall, out of the product of said sale or sales pay the costs, charges, & expenses aforesaid, and so much of the said installments amounting in the aggregate to twenty seven hundred and twelve dollars as may be unpaid at the time of such sale, together with all the interest which shall have accrued thereon from the respective days of payment of the said installments, & shall not have been discharged: provided, always, and upon this express condition, that the said Henry C. Slade, or his heirs, executors or administrators shall pay and satisfy to the said John Gibson Jr. and John Macrae, or their executors or administrators, or assigns, the said sum of two thousand seven hundred and twelve dollars, & interest thereon as aforesaid payable as aforesaid and the costs charges and expenses of this trust at any time before a sale shall be actually made aforesaid, then this Indenture shall be void, and the tracts aforesaid shall determine memo of interlineations before the sealing and delivery hereof, to wit the words “and all lawful interest thereon” and the words or sales both upon the 2<sup>nd</sup> page.

In witness whereof, the parties to this Indenture have hereunto subscribed their hands and set their seals the day and year first in the premises written – signed - Henry C. Slade (seal) Charlotte E. Slade (seal) Barnaby Cannon (seal) J. Gibson Jr. (seal) John Macrae (seal)

**4 APRIL 1825**

**SLADE to WEEMS – Deed of Trust (DB10-216)**

This indenture made this fourth day of April in the year of our Lord one thousand eight hundred and twenty five; Between Henry C. Slade of the first part and Jesse E. Weems of the second part, and Henry Gantt, Mason L. Weems, David English Jr. and Richard Slade of the third part; Whereas the said Henry C. Slade is justly indebted to the said H. Gantt, M. L. Weems, D. English Jr. and R. Slade in sums and manner following: unto the said Gantt in bond bearing date March 10<sup>th</sup> 1822 payable on demand bearing interest for the sum of fifteen hundred dollars and unto the said M. L. Weems in bond bearing date October 4<sup>th</sup> 1823 payable on demand bearing interest for the sum of nineteen hundred and seventy seven dollars; and unto the said D. English Jr. in bond bearing date May 4<sup>th</sup> 1824 payable on demand bearing interest for the sum of eight hundred and sixty two dollars and unto the said R. Slade in bond bearing date July 30<sup>th</sup> 1824 payable on demand bearing interest for the sum of nine hundred and eighty seven dollars forty seven cents which bonds will more fully show and which the said H. C. Slade is willing and desirous to secure; Now this indenture Witnesseth, that for and in consideration of the premises and also for the further consideration of the



sum of one dollar lawfull money of Virginia to said H. C. Slade in hand paid by the said J. E. Weems at and before the sealing and delivery of these presents, the receipt thereof is hereby acknowledged: he the said H. C. Slade hath given, granted, bargained, sold, aliened, enfeoffed, released and confirm to the said Jesse E. Weems, his heirs and assigns forever all that parcel or tract of land called "Belle Air" lying and being in the County of Prince William in the State of Virginia and on the Neabsco Run containing four hundred and eighty acres and a half be the same more or less which said tract of land the said H. C. Slack purchased at public auction on the fifth day of July 1824 of John Gibson and John Macrae Esq. acting trustees for the estate of Jesse and Charlotte Ewell deceased as per deed bearing date March 29<sup>th</sup> 1825 from the said trustees also one other tract or parcel of land being in same County and State and nigh unto the above tract and purchased at the same time and the same trustees and deed bearing same date, called "Keaff's Tract" both of which will more fully show by reference to said deed from the said trustees, this latter tract contains two hundred and thirty six and three quarter acres be same more or less. Also the following personal property viz: Six Horses, Three Pair Oxen, Twelve Cows, Thirty Sheep, Thirty Two Hogs, Ten Poughs, Three Harrows, Two Wagons & gear, Carryall Carriage & ditto, Three Carts, Two Wheel Barrows, Wheat Fan, Two Cutting Boxes, Jack Screw, Two Grind Stones, Corn Shelling Machine, ditto Mill, Cross Cut Saw Pitt, ditto Bellows, Anvil, Vice and other Blacksmith Tools, Jack Fore, Smooth Sash Bead, and other Planes and Carpenter Tools, Six Tables, Six Wash & Wash Stands, Two Dozen Chains, Two Sofa's, Settee, Bureau, Clock, Bookcase, and Eighty Six vol. Books, Eight Looking Glasses, Four Pictures, One complete set Blue Dinning Chiney of Fifty Four Pieces, one ditto of Ten of Thirty Pieces, Two Sets Chiney Tea Cups & Saucers Sett plated Tea Pots, Coffee Sugar & Cream, Two Sets Knives & Forks of Eighty Four Pieces, Six Beds and Window Curtains, Six Beds, Two Mattresses, Six Bedsteads, Eighteen Pair Sheets, Twelve Quilts, Sixteen Table Cloths, Seven Carpets, Six Pair and Irons, Six Pair Shovels & Tongs, Six Fenders, Three Dozen Silver Spoons, Two Ladles, Two Dozen Tumblers, Eight Pitchers, One Dozen Wine Glasses, Six Decanters, Three Pair Salts, Seven Pair Candle Sticks, Ten Waiters Side Boards, Crib, Cradle, and Beds, Eight Pots & Ovens, Ten Hoes, Four Small Axes, Three Cradles. Also, all the said H C. Slade's right and title if any in and to two servant boys viz. Andrew and John the same being made over by deed of gift to his son Henry Clinton under date of first day of November 1823 with all and singularly appurtenances to the said tracts or parcels of land together with the chattels herein named with his right (if any) to herein named servants and all the estates right title and interest of the said H. C. Slade in and to the granted or intended to be hereby granted tracts or parcels of land chattels and servants and premises. To have and to hold the said granted or intended to be hereby granted tracts or parcels of land and premises with their appurtenances together with the aforesaid chattels and servants hereby conveyed unto said J. E. Weems his heirs, executors,

administrators, and assigns forever and the said H. C. Slade for himself, his heirs, executors, administrators doth hereby covenant promise and agree to and with the said J. E. Weems his heirs, executors, and assigns forever in manner and form following, that is to say that the said H. C. Slade his heirs, executors & administrators the aforesaid tracts or parcels of land chattel herein before named and his right thereunto the said servants with all appurtenances unto the said Jesse E. Weems his heirs, executors, administrators and assigns against all persons whatsoever and will and shall warrant and defend forever by these presents upon trust nevertheless that the said J. E. Weems his heirs, executors, administrators and assigns shall permit the said H. C. Slade to remain in quiet and peaceable possession of the said tracts of land and premises with the appurtenances together with the said chattel and servants hereby conveyed and take the profits thereof to his own use until default of payment of the several interests occurring in said bonds yearly (more of which has yet been paid) and if the default be made in the payment of the interest then the crop made on said tract or as much thereof as will satisfy and pay the said interest shall be subject to the disposal or taken away by the said J. E. Weems his heirs, executors, administrators and assigns at any time and at the market price as printed in the Alexandria newspaper to be credited a proportional part of each respective bond and the said J. E. Weems may contract at any time for the succeeding crop the same to be delivered to the said J. E. Weems when call for and credited, and further if when the demand be made for the payment of either or each of the said bonds by either of each of said persons herein before named viz H. Gantt for \$1500 to said M. L. Weems \$1977 to the said D. English for \$862 to the said Slade \$987.47 with all interest which may then and there due and thereupon the further trust that the said Jesse E. Weems his heirs, executors, administrators and assigns shall and will so soon thereafter the happening of said default of the payment of interest or sufficiency of crop be found or contracted for the same or demand of either or each of the said H. Gantt, M. L. Weems, D. English Jr. or Richard Slade or their heirs, executors, administrators or assigns unto the said J. E. Weems, his heirs, executors, administrators, or assigns, then the said Jesse E. Weems his heirs, executors, administrators or assigns shall at the request of the said H. Gantt, M. L. Weems , D. English Jr. Richard Slade their heirs, executors, administrators, or assigns or either of them sell the said tract chattels and servants (if any interest) herein before named and described or such part thereof as that said J. E. Weems or his heirs, executors, administrators or his representatives hereby authorized to act shall think sufficient for the purpose to pay and discharge the said bonds with all interest that may be due thereon. Sell to the highest bidder for ready money at public auction after having fixed the time and place to be at the dwelling house of the said H. C. Slade's on the "Belle Air tract of land and giving twenty days' notice posted at the front door of the Prince William Court House previous to the sale thereof and out of the monies from said sale shall after paying the charges thereof pay the said H. Gantt, M. L. Weems, D. English

Jr., R. Slade, their heirs, executors, administrators or assigns. But if the whole of the sums with interest shall be fully paid and discharged to the said H. Gantt, M. L. Weems, D. English Jr., R. Slade, their heirs or assigns then this indenture to be void or else to remain in full force and virtue. In witness whereof, the said parties to these presentments have here unto set their hands and affixed their seals this day and year first before mentioned.

(signed) Henry Slade (seal) and J E. Weems (seal) – witness William Webster, John Thomas & John Merchant

At a Court of Quarterly Sessions held for Prince William County, November 7<sup>th</sup> 1825. This Deed of Trust between Henry C. Slade of the first part, Jesse E. Weems of the second part and Henry Gantt, Mason L. Weems, David English Jr was acknowledged by Henry Slade & Jesse E. Weems and admitted to record. – Teste, P. D. Dawe - clerk

**5 JANUARY 1830**

**WEEMS to SLADE (DB12-7,8) Deed of Release**

This Indenture made the fifth day of January in the year of our Lord One Thousand Eight Hundred and Thirty. Between Jesse E. Weems of the first part, Henry C. Slade of the second part both of the County of Prince William and State of Virginia and Henry Gantt, Jesse E. Weems's administrator to the estate of Mason L. Weems deceased, David English Jr. and Richard Slade of the third part. WHEREAS the said Henry C. Slade on the fourth day of April in the year of our Lord one thousand eight hundred and twenty four in order to secure the payment of certain sums of money due to the said Henry Gantt, Mason L. Weems, David English Jr. and Richard Slade did by Indenture of Trust of that date convey to the said Jesse E. Weems his heirs executors and administrators the following property to wit two certain tracts or parcels of lands called "Belle Air" and "Keifs Tract" contain in aggregate Six Hundred and Seventy Five Acres more or less also certain personal property to wit: Six Horses, Two Wagons and Gear, One Carryall &c, Two Bureaus and other certain Furniture and Farm Utensils which by reference to the said Deed of Trust is dully described upon trust for the use and purposes in the said Indenture mentioned, and whereas since the execution and delivering of the said Deed of Trust the said Henry C. Slade hath fully satisfied and paid to the said H. Gantt, Mason L. Weems, David English Jr., and Richard Slade the several sums of money thereby secured which the said H. Gantt, Jesse E. Weems administrator to the estate of Mason L. Weems, David English Jr., and Richard Slade doth hereby acknowledge. Now this Indenture Witnesseth that for the consideration aforesaid as well as for the further

consideration of one dollar in hand paid by the said H. C. Slade to the said Jesse E. Weems at and before the en sealing and delivering of these presents the receipt whereof is hereby acknowledged, he the said Jesse E. Weems with the assent and approbation of the said Henry Gantt, M. L. Weems, D. English Jr. and Richard Slade signified by the receipts on the Bonds given to them and now produced by the said H. C. Slade in full discharge of the payment thereof to each of them respectfully which said bonds are now in possession of the said J. E. Weems with receipts thereon in full discharge and acquittal from the said H. Gantt, Jesse E. Weems' administrator to M. L. Weems certifying the payment to the Mason L. Weems in his life time of which he was Witness to D. English Jr. Richard Slade and the said Jesse E. Weems have given, granted, bargained, and sold, remised, released, and confirmed unto the said H. C. Slade all the estate, right, title, interest, claim and demand both in law and equity which the said Jesse E. Weems, & H. Gantt, M. I. Weems, D. English Jr. and Richard Slade have or hold in the lands and personal property above described.

To have and to hold the said tracts or parcel of lands, together with the aforesaid Personal Property to the said Henry C. Slade, his heirs, executors, administrators, and assigns forever to the only proper use and behoof of him the said Jesse E. Weems, H Gantt, Jesse E. Weems administrator as aforesaid D. English, Richard Slade for themselves their heirs executors and administrators the above mentioned lands and personal estate unto the said H. C. Slade his executors administrators and assigns in as full and ample manner as the same was warranted by the said H. C. Slade by the deed of trust above recited, do warrant the same to the said H. C. Slade against the claim or claims of them the said Jesse E. Weems, H. Gantt, M. L. Weems, D. English Jr., R. Slade and all persons claiming under them, or either of them. In Witness whereof the parties to these presents have unto set their hands and affirmed their seals, the day and year first before written. Sealed and Delivered in presence of the court  
J. E. Weems & Henry Slade (seals)

**15 April 1830**

**SLADE to DAVIES**

This Indenture made this 15<sup>th</sup> day of April in the year of our Lord one thousand eight hundred & thirty. Between Henry C. Slade and Charlotte E. his wife of the County of Prince William and State of Virginia of the one part and Hiram

**4 JULY 1848**

**WALLACE TRUSTEES to LEE & ROBBINS (DB20-86,87)**

**This INDENTURE made and entered into this 4<sup>th</sup> day of July 1848 between William W. Wallace, Substituted Trustee in place of B. Cannon in the suit of Gibson vs Hunton Administrators of Davies &c in the County Court of Prince William County by a decree pronounced on the 6<sup>th</sup> day of April 1846 of the one part and Chapman Lee and James H. Robbins of the other part. Witnesseth whereas the said Wallace having in pursuance of the aforesaid decree advertised the two tracts of land referred to in the aforesaid decree and whereas the aforesaid Lee and Robbins having become the purchasers of the same known as the Belle Air & Keif tracts at the sum of One Thousand Five Hundred & One Dollar the said purchasers being the highest bidders for the same and whereas they having complied with the terms of the sale. Now this indenture witnesseth that for and in consideration of the premises and for the further consideration of five dollars in hand paid the said Wallace by the said Lee & Robbins at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged he the said Wallace does by these presents grant bargain sell and alien and convey unto the said Lee & Robbins their heirs &c forever the aforesaid tracts of land known as the Bell Air and Kief tracts formerly belonging to Jesse Ewell deceased. The Bell Air Tract estimated to contain 236 acres 3 roods, which two tracts of land are bounded and described by a deed and plot accompanying said deed bearing date the 29<sup>th</sup> day of March 1825 between John Gibson and John MaCrae commissioners &c and Henry C. Slade & recorded in Prince William County Court and the appurtenances to same in any wise appertaining or belonging the said tracts of land lying & being in the County of Prince William. To have and to hold unto the said Lee & Robbins their heirs &c forever aforesaid tracts of land. But the said Wallace trustee as aforesaid hereby conveyed to the said Lee & Robbins such title only to the said two tracts of land as he had a right and authority to convey under and by of the decree of the County Court of Prince William County in the aforesaid case of Gibson vs Hunton Administrators of Davis &c. In testimony where of the said year first above written.**

**William W. Wallace, Commissioner & Trustee**

**In the Clerks Office of Prince William County Court, July 4<sup>th</sup> 1848. This Deed from Wallace Trustee to Lee and Robbins, was acknowledged by William W. Wallace and admitted to record.**

**Teste, J. Williams C.C.**

**1 February 1849**

**LEE & WIFE to CLARKE (DB20-227)**

**This Indenture made this 1<sup>st</sup> day of February 1849, between Chapman Lee & Laura E. his wife of the County of Prince William & State of Virginia of the one part & Thomas Clarke late of the City of Philadelphia state of Pennsylvania of the other part, witnesseth that the said**

Chapman Lee & Laura E. his wife for & in consideration of the sum of three hundred & ninety nine dollars, current money of this Commonwealth, to them in hand paid by the said Thomas Clarke, at or before the ensealing & delivery of these presents the receipt whereof is hereby acknowledged & have bargained & sold & by these presents do & each of them doth bargain & sell unto the said Thomas Clarke his heirs & assigns a certain tract or parcel of land lying on the waters of Neabsco Run it being a part of the Bell Air Tract late the property of Colonel Jesse Ewell deceased which is bounded as follows, Beginning at a large white oak the North West corner of Bell Air thence with the line of said tract S19 ½ W135 poles to a pine thence N80 degrees E 76.6 poles to two pines on a hill side, thence N40 degrees E40.5 poles to a stake, thence S43 ½ degrees E37.7 poles to another stake, thence N40 degrees E 42.4 poles to a stake near a white oak, thence S68 ½ E66 poles to a stake & stone pile, thence S46 ½ E36 poles to a stake near a forked oak, thence S84 degrees E 3 poles to a stone pile in Waldron's line, thence N15 ½ E 55.5 poles to a stake in a bottom in a line of Bell Air corner of the aforesaid Waldron's land, thence with said line N72 ¼ degrees W22.6 poles to the beginning & contains ninety nine and three quarter acres be the same more or less together with all appurtenances whatsoever to the said tract or parcel of land belonging or in any wise appertaining. To have and to hold the said hereby granted premises & appurtenances unto the said Thomas Clarke his heirs & assigns forever: to his & his only proper use, and the said Chapman Lee & Laura E. his wife & their heirs, the said tract of land or parcel of land & appurtenances unto him the said Thomas Clarke & his heirs & assigns, against the claim & demand of them the said Chapman Lee & Laura E. his wife, and all & every person & persons whatsoever shall & will warrant & forever defend by these presents. In witness whereof the said Chapman Lee & Laura E. his wife, have here unto set their hands & delivered their seals this day & year above written. Chapman Lee (seal) & Laura E. Lee (seal)

Prince William County, to wit:

We Jesse E. Weems & John C. Weedon justices of the peace for the county aforesaid in the State of Virginia, do hereby certify that Chapman Lee a party to a certain deed bearing date on the 1<sup>st</sup> day of February 1849 & here annexed personally appeared before us in our county aforesaid & acknowledged the same to be his act and deed & desired us to certify the said acknowledgement to the Clerk of the County Court of Prince William in order that the said deed may be recorded. Given under our hands & seals this 1<sup>st</sup> day of February 1849.

J. E. Weems (seal) - John C. Weedon (seal)

Prince William County, to wit:

We Jesse E. Weems & John C. Weedon justices of the peace for the county aforesaid in the State of Virginia, do hereby certify that Laura E. Lee the wife of Chapman Lee a parties to a certain deed bearing date on the 1<sup>st</sup> day of February 1849 & here annexed personally

appeared before us in our county aforesaid & being examined by us privily & apart from her husband, and having the deed aforesaid fully explained to her, she the said Laura E. Lee, acknowledged the same to be his act and deed & declared that she had willingly signed sealed and delivered the same & that she wishes not to retract it. Given under our hands & seals this 1<sup>st</sup> day of February 1849. Signed – J. E. Weems, John C. Weedon (seals)

In Prince William County Court March 5<sup>th</sup> 1849

The Deed from Lee & Wife to Clarke, was presented to the court with certificates annexed & ordered to be recorded. Teste, J Williams C.C.

16 FEBRUARY 1854

DOANE to BURNHAM (DB23-9)

This Indenture made this sixteenth day of February in the year one thousand eight hundred and fifty four between Nathan Doane and Harriett his wife of Granville County of Washington and State of New York of the one part, and William Burnham of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of two thousand eight hundred dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, aliened, remised, released, and confirmed, and by these presents do grant, bargain and sell, alien, remise, release and confirm into the said party of the second part, and to his and assigns forever, all that certain tract of land or parcel of land and its appurtenances in the County of Prince William State of Virginia on both sides of Neabsco Run, being part of a large tract known as Belle Air and bounded according to late survey as follows. Beginning at an old marked red oak lately cut down, corner to the original tract, thence S70 degrees 4' E331 poles to a stake and stone pile corner to the Weems tract in a line of Wood's patent and containing the same course 3 3/10 poles further in all 334 3/10 poles to another stone pile in the north margin of the Occoquan Road, Corner to Waldron's land, the latter stone pile was agreed upon by Chapman Lee and B. Brawner being Wood's line, thence with his & Waldron's line N18 degrees E18 1/2 poles to a stake and stone pile and several marked pines in a valley, thence N36.7 degrees W70 1/2 poles down a drain to a stone pile on the southside of said drain, thence N32 1/2 degrees W61 1/4 poles to a small pine and set stone on the south side of the Old Occoquan Road, thence N43 1/2 degrees E 20 poles to a stone pile on the south side of said road, thence N61.48 degrees E30 8/10 poles to a stone pile by several marked saplings on the south side of said road near a drain, thence N16 1/2 degrees W15 1/2 poles to a planted stone on the east bank of a large path on the west side of a hill thence with said path nearly N15 1/2

degrees 32 8/10 poles to a set stone on said path corner to Thomas Clark's in Waldron's line, thence leaving Waldron's line and running with Clark's N84 degrees W3 poles to a stone pile near a large forked Ash tree, thence N46 ½ degrees W 36 8/10 poles to a stake and stone pile, thence N68.23 degrees W68 poles to a stake and stone pile near a white oak on the west side of a drain, thence S40.5 degrees W43 poles to a stake and stone in a flat thence up said flat N43 ¼ degrees W32 ½ poles to a stake and some marked bushes in wet land, thence crossing Neabsco Run S40 ¼ degrees W40 poles to a pile of stones by two pine stumps on a NE hillside, thence S80 ½ degrees W78 poles to a marked pine corner of said Clarke in one of the lines of the Belle Air Tract, thence leaving Clarke's lines and running with the line of said tract S19 ¾ degrees W73 poles to the place of beginning, containing two hundred and twenty three acres two roods and thirty seven poles excepting and reserving from the above described premises to much of the north east part of the same as would be cut off by a line drawn at right angles from the first line in the above boundary to the small pine and set stone on the south side of the Occoquan Road near the gate. Together with all and singular the tenements and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as equity, of the said parties of the first part, of, in, or to the above described premises, and every part thereof with the appurtenances. To have and to hold the above granted and described premises with the appurtenances to the party of the second part his heirs and assigns, to their own proper use, benefit and behoof, forever, subject to the force and effect of a deed of trust made by the aforesaid Nathan Doane to \_\_\_\_\_ Lee (son of Chapman Lee) of the city of Washington for thirteen hundred and forty two dollars, which sum is included in, and made a part of the consideration for the same said deed of trust bears date May 17<sup>th</sup> 1852. And the said parties of the first part do hereby for themselves, their heirs, executors, and administrators, covenant and agree to and with the said party of the second part his heirs and assigns, that they the said parties of the first part, at the time of sealing and delivery of these presents are the true, lawful and rightful owners of the said premises, with the appurtenances, and every part thereof, and of a pure, perfect, unlimited, unconditional and unqualified estate of inheritance therein; and that the said premises are free and clear of and from all charges and incumbrances of every name and nature whatever. And also, that they have lawful right, power and authority, to grant, bargain, sell, and convey the same, to the said party of the second part his heirs and assigns, in manner aforesaid and that the said party of the second part, his heirs and assigns, in manner aforesaid, and that the said party of the second part, his heirs and assigns, and every of them, shall at all times hereafter peaceably and quietly have, hold possess and enjoy the said premises, with the appurtenances, without the let, suit or disturbance of any person lawfully or equitably



claiming the same or any part thereof . And the said party of the first part their heirs, the said premises, with the appurtenances, and ever part unto the said party of the second part and unto his heirs and assigns, against all and every person and persons whomsoever, lawfully or equitably claiming the same, shall and will warrant and forever defend by these presents, except as above written in regard to the deed of trust. In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed – Nathan Doane (seal) and Harriet Doane (seal) – sealed and delivered in presence of A. T. Burdich, A. N. Doane on this eighteen day of February 1854, before me the subscriber, appeared Nathan Doane

**27 APRIL 1858**

**DEED OF TRUST – BURNHAM to BURNHAM (DB24-309)**

This Deed made the 27<sup>th</sup> day of April in the year 1858 between William Burnham of the County of Prince William and State of Virginia of the one part and William B. Burnham of Madison County, State of New York of the other part, witnesseth that William Burnham doth grant unto the said William B. Burnham the following property all that certain tract or parcel of land and its appurtenances in the County of Prince William and State of Virginia on both sides of the Neabsco rambling part of a large tract known as “Belle Air” containing one hundred and ninety five acres 1 R and 11 poles in trust to secure three bonds payable to Mathew R. Burnham of one hundred dollars cash the first payable the 10<sup>th</sup> May 1859 with interest from date, the second 10 May 1860, and the third the 10<sup>th</sup> May 1861 all to draw interest from date and if there should be default in payment of the above named bonds then the said William B. Burnham may advertise and sell to the highest bidder on the premises for cash the above named tract of land and pay off the aforesaid bonds and costs attending the same and the balance if any pay to the above named William Burnham. Witness our signatures and seals – William Burnham (seal)

In the Clerk’s Office of Prince William County Court April 27<sup>th</sup> 1858. This Deed of Trust from Burnham to Burnham was acknowledged by the grants and admitted to record. – Teste P. D. Lipscomb, Clerk

Burnham to Burnham Deed of Trust examined & delivered to William Burnham per order filed November 26, 1860 – William E. Lipscomb

**1 JUNE 1859**

**DEED OF RELEASE - LEE to BURNHAM (DB25-134)**

**This Indenture made this first day of June in the year of our Lord one thousand eight hundred and fifty-nine by and between Alfred Howland Lee of the County and City of Washington and District of Columbia of the first part and William Burnham now a resident of the County of Prince William and State of Virginia of the second part witnesseth whereas Nathan Doane and Harriot his wife of the County of Washington and State of New York did by their Deed of indenture duly made and executed, bearing date on or about the seventh day May in the year eighteen hundred and fifty-two did grant and convey to the said Alfred Howland Lee and to his heirs and assigns all that tract of land lying in Prince William County Virginia and known as a part of the "Bell Air Farm" (in trust) to secure the payment of certain bonds to Chapman Lee to wit, four bonds payable the first at two years from date (May 17, 1852) the three others in 1855, 1856, 1857 and one bond of one hundred and forty dollars in 1858 – and whereas the party of the second part to this indenture William Burnham did purchase the said "Bell Air Farm" of the said Nathan Doane and did agree to pay said bonds to the said Chapman Lee at maturity – and when paid, the said Alfred H. Lee to re-convey the said part of the said Belle Air Farm to him the said Barnham in trust for the purposes therein mentioned as by reference to said deed of indenture duly recorded in the will more fully and at large appear and whereas the said debt with the interest and costs have been fully paid and discharged to the said Chapman Lee by the said William Burnham and the purposes for which said trust was created have therefore ceased and determined, the said William Burnham is entitled in law to a reconveyance of the premises free and discharged of and from the said trusts as aforesaid, and as fully as if said deed had not been made. Now this indenture witnesseth, that for and in consideration of the premises, and of the further sum of one dollar to him the said party of the first part in hand paid by the party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said party of the first part, hath given, granted, bargained, sold, conveyed, released, and assigned, and by these presents does give, grant, bargain, sell, release and assign all and singular the aforementioned premises with the appurtenances and every part and parcel thereof as fully and entirely as the same now are in law or equity vested and standing in the said party of the first part, by or render the said in part recited deed, unto him the said party of the second part, his heirs and assigns, forever to have and to hold the same, and every part and parcel thereof with the appurtenances unto him the said party of the second part his heirs and assigns forever to his and their only proper use, benefit and behoof forever: free clear and forever discharged of and from all and every right, title, interest and trust now existing in said party of the first part by or under the said conveyance as aforesaid. In witness whereof, the**

said party of the first part has hereunto set his hand and seal the day and year first above written. – signed by Alfred H. Lee (seal) & Chapman Lee (seal)

Signed sealed and delivered in presents of Thomas C. Donn, District of Columbia, County of Washington to wit:

**5 DECEMBER 1860**

**BURNHAM to BURNHAM – Deed of Release (DB26-132)**

**(some names appear to be incorrect but were not changed)**

**This Deed made this 5<sup>t</sup> day of December in the year 1860, between B. Burnham and Matthew R. Burnham of the County of Madison in the State of New York of the one part and William Burnham of the County of Prince William in the State of Virginia of the other part. Witnesseth that whereas the said William Burnham did on the 27<sup>th</sup> day of April 1858 by an Indenture of trust convey to the said William B. Burnham all that tract or parcel of land and its appurtenances in the said County of Prince William lying on both sides of Neabsco Run, of a large tract known as Bell Air & containing 195 acres 1 rod and 11 poles. In trust to secure to the said Matthew R. Burnham the payment of three bonds of one hundred dollars each, the first payable the 10<sup>th</sup> May 1859 with interest from date, the second the 10<sup>th</sup> May 1860 and the third the 10<sup>th</sup> May 1861 all to draw interest from date. And whereas since the execution of the said Indenture of trust the said William Burnham has fully paid off and discharged the said three bonds to the said Matthew R. Burnham who has requested the said William B. Burnham to execute this deed of release as is evidence by the said Matthew R. Burnham writing in and executing this deed. Now therefore this deed witnesseth, that as well for and in consideration of the premises as for the further consideration of the said sum of one dollar in hand paid to the said William B. Burnham by the said William Burnham, the receipt of which is hereby acknowledged. He the said William B. Burnham has granted bargained sold release convey and confirm unto the said William Burnham, his heirs and assigns forever, all that tract or parcel of land lying in Prince William County and which is now fully described in the said deed of trust. To have and to hold the said land and its appurtenances unto the said William Burnham, his heirs and assigns forever fully and entirely discharged from all encumbrance created by virtue of the said deed of trust. Witness the following signatures and seals**

**M. Brockwell Burnham (seal)**

**William R. Burnham (seal)**

27 November 1860

**BURNHAM to HOWARD – Deed (DB27-155)**

This Deed made this twenty seventh day of November in the year One Thousand Eight Hundred and Sixty between William Burnham of the County of Prince William and State of Virginia and Sarah his wife of the first part and Alvina Howard of the County of Suffolk and State of New York of the second part. Witnesseth that for and in consideration of the sum of Four Thousand Eight Hundred Dollars to them duly paid the receipt whereof is hereby acknowledged the said parties of the first part have bargained and sold and by these presents do grant and convey to the said party of the second part her heirs and assigns forever all that certain parcel of land lying in the County of Prince William aforesaid now owned and occupied by the parties of the first part and bounded as follows: Beginning at an old marked Red Oak lately cut down corner to the original Belle Air Tract, thence with a line of said tract S70.4 degrees E 215.3 poles passing a marked dogwood with stones around it 11/2 poles to a stone pile in a branch in said line thence N19.56 E73.3 poles to a small pine and set stone corner to a portion of said Belle Air Tracts sold by Chapman Lee to Abraham Waldron thence with Waldrons line N43 ½ E20 poles to a stone pole on South Side of the Old Occoquan Road N61.48 degrees E30.8 poles to a stone pile by several by several marked saplings near a drain N16 ½ degrees W15 ½ poles to a planted stone on the east bank of a large path thence with said path nearly N15 ½ E32.8 poles to a set stone corner to Clarke's land thence with Clarke's lines N84 degrees W 3 poles to a stone pile N46 ½ degrees W36.8 poles to a stake and stone pile N68.23 degrees W68 poles to another stake and stone pile near a white oak S40.5degrees W43 poles to a stake and stone in a flat N43 ¼ W32 ½ poles to a stake and some marked bushes thence crossing Neabsco Run S40 ¼ W41 poles to a pile of stones thence S80 ½ degrees W 78poles to a marked pine corner to said Clarke thence S19 ¾ W73 poles to the Beginning containing one hundred and ninety five acres one rood and eleven poles together with all and singular the tenements hereditaments and appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree with the said party of the second part that at the time of the delivery hereof the said parties of the first part are the lawful owners of the premises above granted and that they will warrant and defend the above granted premises in a quiet and peaceable possession of the said party of the second part her heirs and assigns forever. In witness whereof, we have hereunto set our hands and seals this third day of December One Thousand Eight Hundred and Sixty.

William Burnham (seal) & Sarah W. Burnham (seal)

State of Virginia

Prince William County to Wit:

I Basil Brawner a justice of the peace for the county aforesaid in the State of Virginia do

certify that William Burnham whose name is signed to the writing above bearing date on the 27<sup>th</sup> day of November 1860 has acknowledged the same before me in my county aforesaid. Given under my hand this 3<sup>rd</sup> day of December 1860. (signed) Basil Brawner

State of Virginia

Prince William County to Wit:

We Basil Brawner and Seymour Lynn justices of the peace for said county in the State of Virginia, do certify that Sarah W. Burnham the wife of William Burnham whose names are signed to the writing above bearing date on the 27<sup>th</sup> day of November 1860 personally appeared before us in the county aforesaid and being examined by us privily and apart from marked her husband and having the writing aforesaid fully explained to her, She the said Sarah W. Burnham acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under our hands this 3<sup>rd</sup> day of December 1860. Basil Brawner & Seymour Lynn

In the Clerks Office of Prince William County Court September 27<sup>th</sup> 1869- This deed from Burnham &c to Howard was received with certificate annexed and admitted to record.  
Teste – J. C. Poor, Clerk

15 Feb 1870

HOWARD to ALLEN (DB-\_\_\_\_) Deed

This Deed made the Fifteenth Day of February in the year Eighteen Hundred and Seventy between Charles T. Howard & Alvina Howard his wife of Manassas Prince William County Virginia of the first part and William Allen of the second part. Witnesseth that the said parties of the first part in consideration of Three Thousand Five Hundred Dollars do grant unto the said party of the second part with general warranty all that certain parcel of land lying in said county and bounded and described as follows: Beginning at an old marked red oak cut down about 10 years since. Corner to the original Belle Air Tract thence with the line of the said tract S70.4 degrees E215.3 poles, passing a marked dogwood with stones around it ½ poles to a stone pile in a branch in said line: thence N19.56 degrees E 73.3 poles to a small pine and set stone, corner to a portion of Belle Air Tract sold by Chapman Lee to Abram Waldron thence with Waldron's line N43 ½ degrees E 20 poles to a stone pile on South Side of the Occoquan Road N61.48 E 30.8 poles to a stone pile by several marked saplings near a drain N16 ½ W 15 ½ poles to a planted stone on the east bank of a large path. Thence with said path nearly north 15 ½ E 32.8 poles to a set stone corner to Clarkes land: thence with Clarks line North 84 W3 poles to a stone pile , North 46 ½ W 36.8 poles to a stake and stone pile N68.23 W68 poles to another stake and stone pile near a white oak , S40.5 W43 poles to a

stake and stone in a flat, N43 ¼ W32 ½ poles to a stake and some marked bushes: thence crossing Neabsco Run S40 ¼ W41 poles to a pile of stones: thence S80 ½ W 78 poles to a marked pine, corner to said Clarke, and thence S19 ¾ W73 poles to the beginning containing one hundred and ninety five acres one rood and eleven poles. To have and to hold unto the party of the second part his heirs and assigns forever, and to the said Charles T. Howard and Alvina Howard covenant that they have the right to convey the said tract and parcel of land to the grantee shall have quiet possession of the said land, that they will execute such further assurances of the said tract and parcel of land as may be requisite. Witness the following signatures and seals. Charles T. Howard (seal) & Alvina Howard (seal)

County of Prince William, To Wit:

I George C. Round a Notary Public in and for the County aforesaid in the State of Virginia do certify that Charles T. Howard whose name is signed to the writing hereunto annexed, bearing date on the fifteenth of February 1870 has acknowledged the same before me in my county aforesaid. Given under my hand the Fifteenth Day of February 1870.

George C. Round – Notary Public  
Prince William County Virginia

State of Virginia, County of Prince William to wit:

We George C. Round and John F. Andrews notaries public for the county aforesaid in the State of Virginia do certify that Alvina Howard the wife of Charles T. Howard whose names are signed to the writing hereto annexed bearing date on the fifteenth day of February 1870. Personally, appeared before us in the county aforesaid, and being examined by us privily and apart from her husband and having the writing aforesaid fully explained to her, she the said Alvina Howard acknowledged the said writing to be her act and declared that she had willingly executed the same, and does not wish to retract it. Given under our hands this fifteenth day of February 1870.

George C. Round – Notary Public  
John F. Andrews – Notary Public

28 February 1870

ALLEN TO HOWARD – DEED

This Deed made the twenty eighth day of February in the year Eighteen Hundred and Seventy between William Allen of the first part and Charles T. Howard of the second part. Witnesseth that the said William Allen in consideration of Three Thousand Two Hundred Dollars, does grant unto the said Charles T. Howard with general warranty all that certain parcel of land lying in Prince William County, Virginia, and bounded and described as follows: Beginning at

an old marked Red Oak down about ten years since. Corner to the original Belle Air Tract thence with the line of the said tract S70.4 degrees E215.3 poles, passing a marked dogwood with stones around it ½ poles to a stone pile in a branch in said line: thence N19.56 degrees E 73.3 poles to a small pine and set stone, corner to a portion of Belle Air Tract sold by Chapman Lee to Abram Waldron thence with Waldron's line N43 ½ degrees E 20 poles to a stone pile on South Side of the Occoquan Road N61.48 E 30.8 poles to a stone pile by several marked saplings near a drain N16 ½ W 15 ½ poles to a planted stone on the east bank of a large path. Thence with said path nearly north 15 ½ E 32.8 poles to a set stone corner to Clarkes land: thence with Clarks line North 84 W3 poles to a stone pile , North 46 ½ W 36.8 poles to a stake and stone pile N68.23 W68 poles to another stake and stone pile near a white oak , S40.5 W43 poles to a stake and stone in a flat, N43 ¼ W32 ½ poles to a stake and some marked bushes: thence crossing Neabsco Run S40 ¼ W41 poles to a pile of stones: thence S80 ½ W 78 poles to a marked pine, corner to said Clarke, and thence S19 ¾ W73 poles to the beginning containing one hundred and ninety five acres one rood and eleven poles. It being the same tract conveyed by Charles T. Howard and Alvina Howard to William Allen on the fifteenth day of February 1870 by warranty deed. To have and to hold unto the Party of the second part his heirs and assigns forever, and the said William Allen covenant that he has the right to convey the said tract of land to the grantee, that the grantee shall have shall have quiet possession of the said land: that he has done no act to encumber the said land, and that he will execute such further assurances of the said tract of land as may be requisite, Witness the following signature and seal William Allen (seal).

Prince William County to Wit:

I George C. Round a Notary Public for the County aforesaid in the State of Virginia do certify that William Allen whose name is signed to the writing hereunto annexed, bearing date on the twenty-eight day of February 1870 has acknowledged the same before me in my county aforesaid. Given under my hand this twenty eighth day of February 1870.

George C. Round, Notary Public P.W.C.Va.

In the Clerks Office of Prince William County Court May 14<sup>th</sup> 1874. This Deed from Allen to Howard with a certificate annexed was received and admitted to record.

Teste, Lucian A. Davis, Clerk

**BILL OF COMPLAINT ANSWER**

John J. Ashe and Margery Ashe by her next friend Thomas Chamberlain complainants

**Vs**

**Charles T. Howard, Alvina Howard and George Round**

**In Chancery, In the Circuit Court of Prince William, Virginia**

**The joint and several answers of Charles T. Howard, and Alvina Howard, two of the defendants to the bill of complaints above named.**

**These defendants now, and at all times hereafter saving and reserving unto themselves all benefits and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainants said bill of complaint contained for answer thereunto or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them to make answer unto, these defendants answering say that it is true that the respondent Charles T. Howard entered into a contract with John J. Ashe to sell unto them the farm or tract of land in the bill of complaint herein named which contract was with the knowledge and approval of the said Alvina Howard, but as to the details of the said contract, these respondents by leave to refer to the copy of the contract on record in the clerks office of Prince William County. These respondents further answering say that during the month of November 1860 the said Charles T. Howard made a bargain for the purchase of said tract of land from one William Burnham, and Sarah W. Burnham his wife, and in accordance with an understanding between these respondents, the deed of said tract of land was made to the said Alvina Howard: that said deed was executed and acknowledged by the said Burnham and wife before Basil Brawner and Seymour Lynn, two men, in whose experience as Magistrate these respondents had confidence and failed to inform these respondents, that there was anything illegal or improper in the conveyance of real estate, to a married woman that at the time that said deed was executed the respondent Alvina Howard was a citizen of the County of Suffolk and State of New York, and that in said state of New York the law allows a married woman to hold real estate in her own right. These respondents further answering say from the time said deed was given until February 15<sup>th</sup> 1870 the respondent Charles T. Howard had the contract and management of said farm as though it were his own with the consent and authority of his wife the said respondent Charles T. Howard negotiated a sale of the said farm unto one William Allen and that the respondents Charles T. Howard and Alvina Howard his wife united in a deed of warranty to the same William Allen: that the deed was passed to the said William Allen, and that subsequently, viz. on the 28<sup>th</sup> day of February 1870, the respondent Charles T. Howard, with the consent of his wife Alvina Howard, purchased the said farm from the said William Allen and received from him a deed of warranty. These respondents beg to have a file herewith the**



following exhibits being in the possession of the said Charles T. Howard: and having been in his possession for a long time last past.

Exhibit A the above-named deed from Charles T. Howard and Alvina Howard to William Allen.

Exhibit B the above -named deed from William Allen to Charles T. Howard.

Exhibit C Deed of Release of the said tract of land from William B. Burnham and Matthew R. Burnham to William Burnham dated December 5<sup>th</sup> 1860, and recorded in Lieber 26 page.

Exhibit D deed of warranty of said tract of land from William Burnham and Sarah W. his wife to Alvina Howard dated the 27<sup>th</sup> November 1860, and admitted to record in the Clerk's Office of Prince William County 27<sup>th</sup> September 1869.

Exhibit E. deed of release of the said tract from Alfred Howland Lee to William Burnham, dated 1<sup>st</sup> June 1859 and recorded in Liber 25 page 134.

Exhibit F. deed of trust or mortgage of said tract from William Burnham to William B. Burnham dated 27 April 1858 and recorded in Liber 24 page 305.

Exhibit G. deed of warranty of said tract from Nathan Doane and Harriet his wife to William Burnham dated 16 February 1854, and recorded in Liber 23 page 9.

Exhibit H. deed of trust or mortgage from Nathan Doane and Harriet his wife to Alfred H. Lee, covering said tract and dated 17 May 1852 and recorded in Liber 22 page 190.

These respondents further answering say that the forgoing exhibits named are the title deeds to the tract of land aforesaid and they respectfully submit that the fact of the said Charles T. Howard being in possession of the said tract from 1860 to 1870 and that he is in possession of the title deeds of the property for 20 years last past is sufficient together with the deeds from himself and wife to William Allen and from William Allen to the said Charles T. Howard. Respondent to show that the respondent Charles T. Howard has an undoubted right to the contract for the sale of the property to the said John G. and Margery Ashe. These respondents farther answering say that they are able and willing to take any proper steps which this Honorable Court may deem best to enable the said Charles T. Howard to give a perfect title to said tract of land to the said John J. and Margery Ashe: that they have offered thorough counsel before the service of the subpoena, at the institution of this suit, to obtain from the said Alvina Howard any authority that they might be advised was necessary to show that she claimed no right or title to the said tract of land, and that this respondent Charles T. Howard, had all necessary authority to represent his wife the said Alvina Howard.

These respondents farther answering say that it is true that the deeds afore named from Charles T. Howard and Alvina Howard to William Allen and from William Allen to Charles T. Howard have not been put upon the record, but this charges that their evidence were known to the said John J. and Margery Ashe before the service of the subpoena on this case, and that the attorney of these respondents offered to put said deeds on record, if he the said John J. Ashe should desire it, and that the said John J. Ashe should desire it, and that the said John J. Ashe failed to indicate any desire in reference thereto.

These respondents farther answering say that the balance unpaid on the said contract Sept. 1, 1873 was the sum of \$2853.83 of which sum \$897.46 is now due; that a portion of said amount has been due since 14 Mar 1872 and the whole of said amount of \$847.46 has been due since 14 Mar 1873: that by the terms of said contract, the respondent Charles T. Howard is entitled to resume the possession of said farm on account of the failure to make the payments aforesaid and has been so entitled for one year and six months last past: that during that time the said John J. Ashe and Margery Ashe have made a great many fair promises in reference to the payment of the amount due, but they have either unable or unwilling to fulfill said promise and these respondents charge that the suing out of the injunction, and the commencement of this suit was for the purpose of delay.

These respondents farther answering say that it is true that in the month of November 1872 a suit was instituted in the County Court of Prince William County on the chancery side thereof, and a decree was entered on the (blank) day of December 1872 by which George C. Round was appointed a special commissioner to make sale of the said tract of land, unless a balance them amounting to several hundred dollars should be paid within 60 days thereafter, and they aver that the said John J. Ashe and also one Joseph Ashe, the son of the said John J. and Margery Ashe were present, professing to represent themselves, and the said Margery Ashe in court at the time that said decree was made and consenting thereto. These respondents deny upon information and belief that there had been no service of the process in said suit upon the said suit upon the said Margery Ashe at the time said decree was entered, but for certainty refer to the record of the case. These respondents state to the Honorable Court that they are informed and believe that the said John J. Ashe and Margery Ashe have been removing a quantity of wood and timber from the said tract of land thereby materially reducing the value of the said tract and that they greatly fear that unless interdicted and enjoined by the order of the court, they may still further materially reduce the value of said tract.

Wherefore these respondents pray that an order issue from this Honorable Court restraining and enjoining the said John J. Ashe and Margery Ashe from cutting or removing from the said

tract of land any wood or timber or lumber of any kind, except that they may cut and use necessary firewood and fencing for the said tract: and that the said John J. Ashe and Margery Ashe be compelled to answer under oath the amount of wood, timber, and lumber of any kind cut and removed from the said tract since their occupancy thereof and that they be compelled to a account to these respondents for all of said wood, timber, or lumber of any kind cut or removed as aforesaid. These defendants further pray that a decree may be passed this Honorable Court giving to the said Charles T. Howard the possession of said farm as he is entitled under the contract referred to.

And these defendants deny all and all manner of unlawful combination and confederacy wherewith they are by the said bill charged without this that there is any other matter cause or thing, in the said complainants said bill of complaint contained material or necessary for the defendant to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of these defendants: all which matters and things these defendants are ready and willing to aver, maintain and prove as this honorable court shall direct and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf sustained.  
(signed) Charles T. Howard and Alvina Howard

#### **AMENDED BILL OF COMPALINT ANSWER**

**John J. Ashe and Margery Ashe by her next friend Thomas Chamberlain complainants**

**Vs**

**Charles T. Howard, Alvina Howard and George Round**

**In Chancery, In the Circuit Court of Prince William, Virginia**

**The joint and several answers of Charles T. Howard, and Alvina Howard, two of the defendants to the bill of complaints above named.**

**These defendants now, and at all times hereafter saving and reserving unto themselves all benefits and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainants said amended bill of complaint contained for answer thereunto or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them to make answer unto, these defendants answering say that it is true that they hereby reaffirm as true the answer heretofore made to the bill of complaint filed herein but they deny that at the time of the**

**purchase of "Belle Air" farm the said Charles T. Howard or any agent of his represented the meadow on said tract had the season previous cut from fifty or sixty tons of hay worth \$20 per ton at the barn and it would cut a much larger amount the next season, or that either of these respondents by agents or otherwise made any representations of the kind. Respondents deny that complainants were unable to examine said meadow land at the time they visited said tract in consequence of a recent fall of snow then covering the same.**

**Respondents further deny that they or either of them by agent or otherwise represented that the timber on the place would pay for it twice over and that they made any representations in regard to the timber except that there was sufficient timber land to supply the farm abundantly for farming purposes.**

**Respondents deny that any misrepresentations made by them in the matter were untrue and false or made with the intent to deceive, mislead and defraud complainants. The farther matters and things these defendants are ready and willing to aver maintain and prove as this honorable event shall direct and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained. (signed) Charles T. Howard, Alvina Howard – by their attorney, George C. Round**

#### **Petition for restraining order from defendants**

**To the Honorable James Keith, Judge of the Circuit Court of Prince William County, Your petitioners Charles T. Howard and Alvina Howard, defendants in chancery case of Ashe et al vs Round et al respectfully represent unto your honor that they are between them the owners in fee of a tract of land in said case named, called "Belle Air" that the said Charles T. Howard did as set forth in the bill and answer herein contract to sell said farm unto the said John J. Ashe and Margery Ashe; that the purchase price named in said contract is about the sum of \$4000.00 and that there remains unpaid thereon the sum of \$2853.83 or more and that there is due of said sum \$847.46 or more.; that at the time that said contract was made, there was a lot of valuable woodland timber on said tract; that your petitioners have been informed and believe that the said John J. Ashe and Margery Ashe have from time to time been cutting and removing from said land portions of said wood and timber and disposing of the same; that your petitioners believe from said information that the value from the tract has been already materially lessened by them that that your petitioners are further informed that the said John J. Ashe and Margery Ashe are still in possession of a portion of the proceeds of the said wood and timber cut from said tract and greatly fear that they the said John J. Ashe and Margery Ashe will continue to further cut and remove wood and timber**

from said tract and dispose of that already severed from said tract to the great detriment of your petitioners and the material injury of said tract.

Your petitioners respectfully represent unto your Honor that according to said contract, the said Charles T. Howard is and has been for a long time past entitled to the possession of said farm by reason of the failure of the said John J. Ashe and Margery Ashe to make the payments named in said contract.

Wherefore your petitioners pray that your Honor would issue an order enjoining and restraining John J. Ashe and Margery Ashe and all others acting by, thorough, or under them from cutting any wood or timber on the tract of land in controversy except what is necessary for firewood and fencing on the said land and from removing from said land, or selling, or in any manner disposing of any wood or timber, or the lumber manufactured therefrom, already severed from the said tract of land.

Your petitioners farther respectfully petition that the Sheriff of Prince William County be directed to serve copies of any order (which your Honor may make in the premises) upon the said John J. Ashe and Margery Ashe.

And your petitioners will ever pray – Charles T. Howard and Alvina Howard by their attorney  
George C. Round

9 May 1873 – Letter from Margery Ash to George C. Round

Belle Air Farm

Mr. Round, Dear Sir.

Please do not advertise this place until I see you. I have been thinking the thing over since I came home and cannot endure the thoughts of having it advertised,

GEORGE C. ROUND – 12 July 1874

The deposition of George C. Round taken before William E. Lipscomb Amr. In Chancery of Prince William Circuit Court at his offer on the 12<sup>th</sup> day of July 1874 to be read on behalf of John Ash & Margery Ash in the chancery court of Ashe vs Howard and Howard vs Ashe pending in the said court.

The witness being duly sworn testifies as follows: Question by A. Nicol counsel for Ashe – Why was it that when Mrs. Howard and husband Charles T. Howard conveyed the tract of land in controversy, the separate estate of Mrs. Howard to William Allen, and said Allen failed to comply with the purchase, and it was conveyed to Charles T. Howard the husband, instead of Mrs. Howard to whom it belonged? – ANSWER – I do not think William Allen did fail to comply with the purchase nor do I know whether legally Mrs. Howard was the owner of any separate estate. It will be for the court to decide that question. All regard to the transaction referenced to is as follows: In February 1870 Mr. and Mrs. Howard came to me with one William Allen and told me they had sold their “Belle Air” farm to Mr. Allen and wanted me to draw up the deed. They left with me the title deeds to the farm and upon examining them and finding that the farm had been deeded from Mr. and Mrs. Burnham to Mrs. Howard I told them that it was not usual for real estate to be deeded to a married woman in Virginia, and that the farm should have been deeded to Mr. Howard or a trustee for Mrs. Howard. Mr. and Mrs. Howard said that was the first time they had heard of it. They signed the deed to Mr. Allen and transferred the deed and farm to him who paid Mr. Howard. Subsequently Mr. Allen came back and said his sister who was going to live with him had refused to go there to live and he wanted Mr. Howard to take back the farm and offered it to Mr. Howard two or three hundred dollars less than he had paid for it. After talking the matter over with Mr. and Mrs. Howard they agreed to take the farm and by agreement of both the farm was deeded to Mr. Howard in consequence of my information given them above referenced to throughout the whole transaction Mr. and Mrs. Howard talked and acted as though their intents as husband and wife were identical, and they had it deeded to Mr. Howard because they thought it more in accordance with the law than though it had been deeded to Mrs. Howard.

As to whom the money originally came from that bought the farm I quote the following from a letter of Mr. Howard which as near as I recollect is the same as stated by Mr. & Mrs. Howard to me previously. “In 1858 Mrs. Howard got \$4000 from her father’s estate with which she bought 100 acres of land on Long Island, taking the deed in her own name. In two years we traded farms with Mr. Burnham. I went to Virginia and looked at the old place but was there only one night and did not learn anything about the law regarding deeds and told Mr. Burnham to make the deed to Mrs. H, as she owned the Long Island land, which he did. Mr. Burnham sold the Long Island land at a good price long ago, everything was square about the matter from first to last and it would seem to me if there was any informality about the papers the Va. Court could easily order the thing made right. I believe that the above extract embodies the facts from which the court can find whether the farm was Mrs. Howards separate estate.

Question by same – Did not Mrs. Howard under the laws of New York have the whole & sole control of the farm in that state owned by her which was exchanged with William Burnham for the farm in Virginia and was it not the intention of the parties that this due to Mrs. Howard per the laws in Virginia should invest in her this said estate in the Virginia land that she held in New York land? – ANSWER – I can tell nothing of the intention of the parties at the time as I did not know Mr. or Mrs. Howard until 1869. I do know that the laws of New York allow a married woman to own real estate separate from her husband without the intervention of a trustee. From all I have been able to gather from the conversations of Mr. and Mrs. Howard, I think it made no difference to either of them which held the title to the land. I suppose from my conversation with them that they intended that Mrs. Howard should hold the title to the land, but it seemed to me that it was a matter concerning which they had no very decided preference and as soon as they ascertained that a married woman could not hold real estate in Virginia without the intervention of a trustee they both preferred to have it deeded to Mr. Howard would be a natural supposition that they intended the title to be the same as the title to the farm in New York, but I do not know as I ever heard them say so. I think Mr. Howard preferred Mrs. Howard to hold the title as a matter of honor as the money came through his wife. At onetime Mrs. Howard who had formed quite an attachment for the farm seemed to prefer not to sell it, but when Mr. Allen made the offer she said she thought it better for Mr. Howard’s business which was that of a merchant to sell the farm. At the time I took her acknowledgment of the deed to Allen she said she signed the deed willingly but that she would have liked to have kept the farm and lived on it if they could have made a good living. I informed her that she had a perfect right to decline to sign it and hold it. She said she had made up her mind it was best to sell the place. Mr. Howard seemed throughout to act in accordance with her wishes. I think he would have sold it before if she had been willing. I am very positive that she signed the deed willingly, but I think it was partially on account of her liking the place that they bought the farm back from Allen. Subsequently they got a better offer by \$500 from Mr. and Mrs. Ash and Mr. Howard contracted to sell it with the knowledge and consent of Mrs. Howard. And farther deponent saith not. (signed) George C. Round. – Sworn to and subscribed before me this 15<sup>th</sup> July 1874 –  
William E. Lipscomb commissioner in Chancery

**John Ash et al vs George C. Round et al**

**11 May 1872**

**ASH to ROUND (letter)**

**Alexandria, VA.**

**Mr. Round, Dear Sir, I have bin unable to attend to eny bisness for sum days. I got a bad fall the four parts of the weak which unabled me for bis but am on the gain will sea you or send you a check the first of the weak. You will have to have pasions pleas answer by return of mail in care of City Hotel. Yours Truly – Joseph Ash**

**30 May 1872**

**ASH to ROUND (letter)**

**Alexandria, VA.**

**Mr. Round, Dear Sir, I received your note you can say to Mr. Howard he can have the balance of his money by the 15<sup>th</sup> of June the time he sets. I will be at your place in a few days and sea you. Still remain yours truly, Joseph Ash**

**28 September 1872**

**ASH to Round (Sale of Property)**

**Know all men by these presents that I Joseph Ash of Coles Township, Prince William County, Virginia have this day bargained and sold unto George C. Round the following described property now upon the farm called "Belle Air" in said Township 10 tons of hay now in the bay of the barn on said farm; 10 acres of corn in the lot connecting Clarke's farm, said Ash to gather said corn and secure the corn in the crib on said place; said Round to have the right to take said corn and hay away at anytime after 30 days, and if he prefers to leave it on the farm said Round may leave it on the farm at the risk of said Ash until January 1<sup>st</sup> 1873 at which time or before on demand said Ash agrees to deliver said property to said Round. Provided that if by the 25<sup>th</sup> of October 1872 the said Joseph Ash shall pay or cause to be paid unto the said Round the full amount now due by J. J. Ash to Charles T. Howard an agreement of said Ash to purchase said farm, then this bill of sale to be void and of no effect, otherwise of full force and virtue. If said Round removes or causes to be removed the said property he is to dispose**



of the said property as he may deem best and credit the balance after paying expenses of removal upon the said indebtedness to said Howard which is in said Rounds hands for collection.

Nothing in this agreement shall prevent the said Charles T. Howard from instituting or maintaining any suit which he might have instituted or maintained to recover possession of the farm aforesaid if at any time he chooses to commence action in said matter, and said Howards rights are to be in no manner changed or effected by this agreement. Said Round may elect to give up this agreement if at anytime he prefers to do so. This agreement is for value received. Witness our signatures and seals this 28<sup>th</sup> of September 1872.

(signatures) Joseph Ash and George Round

2 December 1872

HOWARD vs ASHE

It appearing to the court that Charles T. Howard has proceeded in the mode prescribed by law to mature his cause for hearing the defendants John J. Ash. Margery Ash and Joseph Ashe, this cause came on this day to be heard upon the bill and exhibits and was argued by counsel the said John J. Ash and Joseph Ash being in court and appearing for themselves and for Margery Ash and confessing this decree to be first in open court, on consideration whereof, it is adjudged ordered and decreed that the plaintiff do recover the defendants John J. Ashe and Margery Ash the sum of six hundred and seventy four dollars and 31/100 with interest thereon from March 14<sup>th</sup> 1872, subject to the following credits \$167.10 with interest from April 23<sup>rd</sup> 1872, \$50.00 with interest from July 17<sup>th</sup> 1872 \$100.00 with interest from August 20<sup>th</sup> 1872 and \$20.00 with interest from 26<sup>th</sup> October 1872 and his costs in this suit expended, and it is further adjudged ordered and decreed that unless the said John J. Ash and Margery Ash or some one for them shall within sixty days from this day paid said debt and costs, then it shall be the duty of George C. Round who is hereby appointed a special commissioner for that purpose to proceed to make sale of the real estate mentioned in the bill and exhibits herein mentioned at the front door of the court house of Prince William County on some court day, after giving four weeks' notice in some newspaper circulated in the county on the following terms to wit: Cash sufficient to pay expenses of sale and costs and the amount due upon the contract at the time of the sale and bonds for deferred payment due at the time mentioned in the contract, so that the purchaser shall occupy the same position now occupied by John J. Ash and Margery Ash. If, however the amount now due and interest and costs are paid within 60 days thereby agreement of parties this suit is to be dismissed. But the said commissioner shall receive no money under this decree until he shall have entered into bond with security before the Clerk of the Court in the penalty of

**\$1000.00 conditioned for the faithful discharge of his duties as commissioner as aforesaid, and that said commissioner do report this proceedings under said decree to the court.**

**Teste – L. A. Davis, Clerk**

**9 May 1873 Belle Air Farm**

**Letter from Margery Ash to George Round**

**Mr. Round, Dear Sir**

**Please do not advertise this place until I see you. I have been thinking the things over since I came home, and can not endure the thoughts of having it advertised, as was the cause of my folks coming here. Joseph told me if the weather was favorable he would give you \$100.00 this week, and if he could have two weeks of good weather he would pay you all that was due, and if not, I will get the money some way if I sell my place. I have just wrote out North to know what the prospects is there. We have so much new seeded ground now that it will more than pay the next payment. The new seeded looks splendidly now. If you can not wait, please write to me Mr. Round please do not let my son know that I have wrote to you.**

**and Oblige Yours, (signed Margery Ash)**

**P.S. I am a thousand times obliged to you for your kindness in waiting.**

**22 June 1873**

**Letter from Joseph Ash to George Round**

**Manassas Va.**

**Mr. George C. Round, Dear sir it was impossible for me to cum hear Saturday. The parties that I expected to collect sum money from was not at home. I did not get to the Court House until ten o'clock las evening. I came hear this morning on the train & have got to go back this evening. I will be hear the four parts of the weak & pay you all I can & if you can sell the \_\_\_\_ (?) for eny thing that is rite sell them & send after them. I have had hard luck but will pay you all I can this weak. I will pay of the old payment & sum on this year's payment. Rite me at the court house & let me no if you will take sum notes on it on 30 & 60 & 90 days time Bank Paper that is good still remain yours. – truly (signed) Joseph Ash**

**PS I would of cum & sea you but I hated to on Sunday. Let me hear from you at once. I have a custimore to buy the farme. (NOTE – Spelling not corrected in this document)**

**11 September 1873 – ASH – vs ROUND (SPA)**

**The Commonwealth of Virginia to the Sheriff of Prince William County Virginia Greetings: We command you to summon George C. Round, Charles T. Howard and Alvina Howard to appear at the Clerk's Office of our Circuit Court of Prince William County, at the Court-house of said county on the first Monday in October 1873, to answer a bill in chancery exhibited against them in the said court by John J. Ashe & Margery Ashe his wife by Thomas Chamberlain her next friend. And have then this Writ: Witness Lucien A. Davis, Clerk of our said Circuit Court at the Court-house aforesaid this 11<sup>th</sup> day of September 1873 and in the 98<sup>th</sup> year of the Commonwealth – Teste, L. A. Davis – Clerk**

**To restrain and enjoin the defendant George C. Round from selling as commissioner under a decree of the County Court of Prince William County pronounced on the day of December 1872m a tract of land lying in the said county, containing 195 acres, 1 rood, 11 poles and was purchased by the plaintiffs from the defendants Charles T. Howard until the further order of the said court. The plaintiffs having given bond security according to the terms of the injunction: Teste, L. A. Davis – Clerk**

**This summon was executed on G. C. Round, October 1<sup>st</sup> 1873 by delivering to a copy of the within process – C. E. Butler, deputy sheriff.**

**6 October 1873 – ASH vs ROUND & HOWARD**

**The Commonwealth of Virginia to the Sheriff of Prince William County Greetings: We command you to summon George C. Round, Charles T. Howard and Alvina Howard to appear at the Clerk's Office of our Circuit Court of Prince William County, at the Court-house of the said county on the first Monday in November 1873, to answer a bill in Chancery against them in the said county by John J. Ashe and Margery Ashe his wife by Thomas Chamberlain her next friend. And have then this writ: Witness Lucien A. Davis, Clerk of our said Circuit Court at the Court-house aforesaid this 6<sup>th</sup> day of October 1873 and in the 98<sup>th</sup> year of the Commonwealth. Teste - L. A. Davis, Clerk**

**15 October 1873 - ASH vs HOWARD ETC.**

**In Prince William County Circuit Court, October 15, 1873 John J. Ashe plaintiffs &c. against Charles T. Howard &c. defendants in Chancery. On the petition of Charles T. Howard and Alvina Howard defendants in this cause this day filed by leave of the court. It is ordered that the complainant John J. Ashe and Margery Ash and all persons acting by through or under them, be and they are hereby restricted and enjoined from cutting any wood or timber on the**

tract of land in controversy called "Belle Air" except what is necessary for firewood and fencing on the said land, and from removing from the said land or selling or in any manner of disposing of any wood or timber or the lumber manufactured therefrom already severed from the said tract of land, but this injunction is not to take effect until petitioners or some one for them will have given bond with good security in the penalty of \$200.00 conditioned according to law.

Teste, Lucius A. Davis, clerk

Executed 3<sup>rd</sup> day of November 1873 by delivering the defendants copies of this process.

William E. Goodwin, Deputy Sheriff

29 January 1874 – ASH vs ROUND

To John J. Ash and Margery Ash: Take notice that I shall on Friday, February 13<sup>th</sup> 1874 at the hour of 10 A.M. at the room for the session of the Circuit Court of Alexandria County in the City of Alexandria Virginia move His Honor James Keith of the Circuit Court of Prince William County to dissolve an injunction granted against us by the said Judge in the Chancery Case now pending in said last named court of John J. Ash and Margery Ash against George C. Round, Charles T. Howard and Alvina Howard his wife, defendants in said suit.

George C. Round, Charles T. Howard, Alvina Howard, by Attorney George C. Round

4 February 1874

Belle Air Farm

Mr. Round Dear Sir

We have made up our mind that as Frank has agreed to be ready an try and pay for the place if you and us can agree on everything that is reasonable we will say that we will pay the taxes that is due now and keep the fences in good repair and would say that we will settle annual cost and in order to get settlement without any further trouble will give you \$15.00 for to settle the costs you have made if we can have the use of the place this year and in case we don't pay what is due on it we will give you feasible possession of the place by December next.

(signed) John J. Ash & Margery Ash

Belle Air February 4<sup>th</sup> 1874

Mr. Round I will agree or bind myself that I won't cut any standing timber only the timber that is down but you release that injunction on the wood. (signed) John J. Ash

**6 August 1874 – ASH vs HOWARD (SPA)**

**The Commonwealth of Virginia to the Sheriff of Prince William County Virginia Greetings: Summon D. W. Strobert and George Pitkin to appear before me at my office in the Town of Brentsville on the 9<sup>th</sup> day of September 1874 to testify and truth to speak in behalf of the plaintiffs in the chancery suit of Ashe vs Howard and this they shall in no wise omit under the penalty of \$100.00.**

**Given under my hand as Commissioner in Chancery of Prince William Circuit Court at the Court House of the said County this 6<sup>th</sup> day of August 1874 - William E. Lipscomb**

**This summon was executed 12<sup>th</sup> day of August 1874 by delivering to D. W. Strobert & George Pitkins copies of this process. – signed by William E. Goodwin, Sheriff of Prince William County.**

**W. A. B. SMITH – 3 April 1875**

**The deposition of W. A. B. Smith taken before me by consent a special commissioner by agreement of parties at Greenwood School House in the County of Prince William on the 3<sup>rd</sup> day of April 1875 to be read as evidence on behalf of the plaintiff in a suit in equity pending in the Circuit Court of said county wherein John J Ashe and others are plaintiffs and George C. Round and others are defendants. The said W. A. B. Smith a witness of lawful age being first duly sworn deposed as follows:**

**1<sup>st</sup> question by plaintiff's council – Are you acquainted with the "Belle Air Farm" in controversy in this suit, if yes please state how long you have known it? What is the value of the farm now and its value when sold to Mr. Ashe in 1870? ANSWER - I have been acquainted with it for thirty - five years. I am now 58 years old and was born and raised in the neighborhood. I live just one mile from the house, and have lived where I do now since 1844. I thought when I heard Mr. Ashe had bought it in 1870 that he had paid four times as much as it was worth. I thought the land would bring \$6.00 per acre cash, on credit of 1, 2 and 3 years \$6.50 per acre. I do not think the farm is worth hardly so much now as when sold to Mr. Ashe, but there is very little difference. I think about 1847 or 48 this farm was sold under a deed of trust, and purchased by another person for a Mr. Lee who paid \$1200 for it. The farm then contained near 600 acres. About the products of corn in 1870 I can't say anything for I don't know. The crops were small in proportion to what the farm was valued. I doubt whether it would produce two barrels per acre. I cultivated last year about forty acres of the**

best of it and did not get quite two barrels to the acre, and I thought it would produce as much as in 1870. As to the oats and wheat for both Mr. Howard & Ashe & Mr. Burnham I think there were about 15 bushels oats to the acre. I saw no difference between their oat crop and the crop of others in the neighborhood. On a small piece of land one year, which had been fertilized highly, as Mr. Howard told me he made 15 bushels of wheat to the acre. The oats as far as I know of, there was a good deal of crops and weeds cut off it. I bought hay and helped to bail hay there but I have never seen any good hay there yet. When I helped Mr. Burnham to bail hay he told me that the far end of the barn would hold twenty tons and that end was full of hay. The whole barn he said would hold thirty tons but both ends of the barn had grain in it. I don't think the hay amount when Howard was there was any better in quality or greater in quantity than when Mr. Burnham was there.

2<sup>nd</sup> question – You say the hay was comprised of grass and weeds. Please state what kind of grass it was? - ANSWER – I can't tell you what kind it was, a good deal of it was what I call hollow brown straw, there was some herd grass mixed with it, but the greater part was this broom straw.

3<sup>rd</sup> question – How much per acre of what you call grass would it average in quantity? ANSWER – I don't know if it averaged a half ton to the acre it would be the outside.

4<sup>th</sup> question – Are you acquainted with the house, if so please state the condition of it in 1870, and before and after that time? – ANSWER – I have been acquainted with the house, more or less ever since Mr. Lee purchased the farm – have known it while it was occupied by Lee, then Deane, then Burnham, and then Howard, and now Ashe. As to the condition of the house I have never considered since I knew it that I would trust it myself or family in it, to occupy it. One end fell out once and Mr. Lee had it rebuilt, that was before 1838.

5<sup>th</sup> question – Are not the walls warped, bulged and cracked and supported on the outside by props, and liable at any time to become a mass of ruins? – ANSWER – The house is cracked, and the walls are bulged sometimes in and sometimes out in the basement – above the basement the brick work is bulged out on the West side at least a foot if no more, and has been ever since Mr. Lee bought the farm and he built a stone wall on that side of the house as high as the basement to prevent it from bulging anymore. On the inside it has been propped ever since Mr. Lee's time. Some of those props are now being propped out of position. The bulges have been getting worse ever since Mr. Lee lived there. I noticed this particularly when Mr. Howard was there and this dangerous condition was the subject of conversation between myself and Mr. Howard when Howard lived there. I remarked to Mr. Howard that I should be afraid to live in it but he said it might hold up for many years. I said to him that it might, and then it might not.

6<sup>th</sup> question – Was it not Dr. Davis who told to Lee he was afraid to live in the house because of its dangerous condition? – ANSWER – Dr. Davis who lived in the house left it and went to Dumfries, as they told me because he was afraid to live in it. This was before 1838.

7<sup>th</sup> question – Do consider that the house adds any value to the farm, if any how much? – ANSWER – All the value of the house would consist of what the brick would be worth to build another house.

8<sup>th</sup> question – Please state what would be there value for that purpose? – ANSWER – These bricks are put up in a spier of cement that is difficult to remove, and weather the cost of taking them down and cleaning them would amount to more than the cost of new brick I am unable to say.

9<sup>th</sup> question – Please state what other buildings are on the place and do you know how much value? - ANSWER - There is a barn and a corn crib on the place. I suppose the barn worth \$175 or \$200. The corn crib was not worth more than \$100.

10<sup>th</sup> question – What was the condition of the fencing at the time Mr. Ashe purchased of Howard? – ANSWER – Mr. Howard repaired most of the fencing after the war but some of may have been sorry material. In some places it staid pretty well but in others not. Most of the fence was not of good material. West portion of the fence repaired out of sorry material was getting pretty well down when Mr. Ashe bought.

11<sup>th</sup> question – Please state the character and value of the timber with place? – ANSWER – I never thought there was any value to the timber on the place. We cut timbers when they were wet to cover the barn. The rest of the timber consists of pine wood and rail timber, that I did not consider of any value outside of the use of the farm.

12<sup>th</sup> question – How far is the place from Occoquan and other wood market, and would it not pay to haul the cord wood to market? – ANSWER – I suppose the place is about from 6 to 7 miles from Occoquan the most durable wood market. It would not pay to haul that distance unless you should happen to be going with your wagon empty and could take a cord with you.

13<sup>th</sup> question – Which is worth most, such land as in the Bell Air tract in its present condition, or good timbered land in the same neighborhood? – ANSWER – Good timbered land in the same neighborhood would be worth more that Bell Air land.

14<sup>th</sup> question – Please state if there is not some good timbered land in the neighborhood and what price it has been commanding? – ANSWER – The Smith tract I suppose to be the best

timbered land in the neighborhood. All other is not good. It was offered for \$8.00 per acre but I never considered it worth that. The Comstock tract about the same as the Smith tract sold first at \$8.00 per acre. Subsequently a portion of it of equal quality sold at \$4.00 per acre. Carters tract was sold at \$1.70 per acre. The last tract was about two miles from Bell Air and about one mile nearer Occoquan. This tract is not all in timber, but has a house on it and only a small lot under fence. The first Comstock sale was soon after the war. The second was in 1873. The Carter sale was in 1875. These sales would be some fair criteria of the value of land in 1873.

15<sup>th</sup> question – Do you or not know if the Demming tract is of about the same quality as the up end of the Bell Air tract? – ANSWER – There is not so much low land and therefore I consider the Bell Air tract the most valuable.

16<sup>th</sup> question – Are you acquainted with the Dade tract? If so state what it sold for and what its condition? – ANSWER – This tract adjoins me. It has a log house, a good little orchard, contains 87 acres mainly under good fence I three lots. Sold within the last six months for seventy-five dollars. This sale was under a deed of trust.

17<sup>th</sup> question – Did you ever hear Mr. Howard while he owned Bell Air express his opinion as to his productiveness or the profit arising from its cultivation? – ANSWER – I heard him say that he would have to leave there, that he could not make a living there, that the value was more than the income. Do not know how much his expenditures were of an extra nature, but I understood his remark to refer to the unprofitability of the farm.

1<sup>st</sup> question Cross Examination by defendant's council – How large is your farm and what do you value it per acre? – ANSWER – My farm is 150 acres. I will take \$8.00 per acre for it, and if you pay me for the buildings I will give you the land.

2<sup>nd</sup> question Cross Examination by defendant's council – How many acres did you cultivate in corn on your farm last year? – ANSWER- Not more than six.

3<sup>rd</sup> question Cross Examination by defendant's council – Please state how much of the 40 acres you cultivated in corn on the Belle Air tract last year was grass ground nearly broken up? – ANSWER – About 32 acres.

4<sup>th</sup> question Cross Examination by defendant's council – What crops are you cultivating on Belle Air tract this year? – ANSWER – I have about from 25 to 27 acres in oats and intend to put in about 25 acres in corn. I expect to plough up about 5 acres of sod ground this season on Belle Air



**5<sup>th</sup> question Cross Examination by defendant's council – What was the price that Burnham paid Doane for the Belle Air Farm? – ANSWER – I don't know.**

**6<sup>th</sup> question Cross Examination by defendant's council – What was the price Howard paid Burnham? – ANSWER – I don't know.**

**7<sup>th</sup> question Cross Examination by defendant's council – What do you value the Redmon Brawner Farm about a mile from Manassas at per acre? – ANSWER – I would not give one dollar per acre for it for my use.**

**8<sup>th</sup> question Cross Examination by defendant's council – What would you value Thomas Clark's Farm that adjoins Belle Air at per acre? – ANSWER – About \$10.00 per acre.**

**9<sup>th</sup> question Cross Examination by defendant's council – What do you value Oliver Chamberlain's Farm that adjoins Belle Air? – ANSWER – About \$5.00 to \$6.00 per acre.**

**10<sup>th</sup> question Cross Examination by defendant's council – What do you value Amasa Pitkin's Farm per acre which adjoins Belle Air? – ANSWER – I understood it was sold for \$8.00 per acre but should not value it above \$5.00 per acre.**

**11<sup>th</sup> question Cross Examination by defendant's council –What do you value the Smith tract and the Comstock tract adjoining Belle Air? – ANSWER – I value the Smith tract at \$5.00 but the Comstock tract had a considerable timber cut and I would place it at \$4.00 per acre.**

**12<sup>th</sup> question Cross Examination by defendant's council – Are there any farms of the same size within three miles of Belle Air that have yielded more hay and other crops than Belle air? If so please name them. – ANSWER – I cut about 12 tons of good hay on my farm last year, which is more pure hay than I have known on Belle Air for 35 years, since I have known it. I don't know the yield of any of the other farms.**

**1<sup>st</sup> question Re Direct Examination by plaintiff's counsel. – In giving the value of Redmon Brawner tract near Manassas at \$1.00 per acre for your uses, you had no reference to the market value of the land because of its location or because of the uses that any other persons might have for it, but because in your opinion for farming purposes it would not pay to cultivate at a higher valuation. Is that your meaning? (question objected to as leading) – ANSWER – Yes that is my meaning.**

**2<sup>nd</sup> question – I understand you that while in giving the actual productive value of the Brawner tract near Manassas for your uses, your valuations of the Belle air tract & other tracts adjoining and, in the neighborhood, have combined both the active productive value**

and their market value. Am I correct in this understanding? (question objected to) – ANSWER – Yes, you are correct.

And further this deponent saith not. W. A. B. Smith – sworn to and subscribed before me this 3<sup>rd</sup> April 1875 – R. A. Sinclair

**OLIVER CHAMBERLAIN – 3 April 1875**

The deposition of Oliver Chamberlain was taken before me by consent as a Special Commissioner by agreement of parties at Greenwood School House in the County of Prince William this 3<sup>rd</sup> day of April 1875 to be read as evidence on behalf of the defendants in a suit in Equity pending in the Circuit Court of said county in Which John J. Ashe and others and George C. Round and others are defendants.

The said Oliver Chamberlain a witness of lawful age being first duly sworn deposed as follows: 1<sup>st</sup> Question by defendant's counsel – Please state your age, occupation, and how near you live from Bell Air Farm and how long have you known it? – ANSWER – I am sixty-seven years old. My occupation is a farmer, and my farm adjoins Belle Air and was formerly part of that tract. I have known Belle Air for twenty years and have resided during that time where I now reside.

Question 2<sup>nd</sup> by same – How did the Belle Air Farm when occupied by Mr. Burnham and Mr. Howard compare in value and production with other farms in the neighborhood? – ANSWER – I always considered myself that it was rather better than other lands around here. I considered its valuable rather on account of its being a good grass farm, a good deal of it was bottom land.

Question 3<sup>rd</sup> by same – How much hay was usually cut off Belle air farm when Mr. Burnham and Mr. Howard owned it? – ANSWER – It would be impossible to say without having better information, but I have seen the bay full any as four stacks out, containing perhaps a ton and a half to the stack. The bay was intended to hold 20 to 25 tons.

Question 4<sup>th</sup> by same – Considering the price of land in 1870 would you consider \$20.00 an acre an exorbitant price for the said farm if the purchase money was to be paid \$500.00 in cash and in seven subsequent annual installments with interest with the further provision, that if the farm was paid for within one year the price should be \$3500.00 – ANSWER – Yes, I should think it was more than the farm was worth.

Question 5<sup>th</sup> by same – What do you value your own farm at that adjoins and what would you be willing to take for same? – ANSWER – I would like not to take less than \$2500.00 for the 140 acres for which one of the reasons is that I have grafted fruit and I have been at a good deal of expense in building a barn which added to its value.

Question 6<sup>th</sup> by same – How was the Belle Air Farm supplied as to water? – ANSWER – There is a stream running through the low ground. The low ground is pretty well supplied. There is a well at the house and a spring next to Mr. Clarks house in the field.

Question 7<sup>th</sup> by same – If Mr. Howard should tell you during the years 1869 he cut out 50 tons of hay on Belle Air farm, from your knowledge of the man, and from your knowledge of the productions of the farm, would you believe it to be true or false? – ANSWER – I always supposed Mr. Howard to be a truthful man, he always acted so with me, but I hardly think that as much was cut in 1869 or 50 tons. I think from my calculations they were thirty tons. This is only conjecture.

Question 8<sup>th</sup> by same – If Mr. Howard should tell you that he weighed 50 tons of hay out from Belle Air farm in 1869 from your knowledge of the man, and the production of the farm would you believe him? – ANSWER – I think Mr. Howard must be mistaken if he said 50 tons of hay was out of that place.

Question 9<sup>th</sup> – What do you suppose Belle Air farm to have been worth at a fair valuation in 1870. – ANSWER – I think it was worth about \$3000. Mr. Burnham told me just before he traded with Mr. Howard that he thought he could sell it for that amount.

Question 10<sup>th</sup> – Do you know how Mr. Burnham paid for the farm? – ANSWER – Mr. Burnham told me he had paid mostly for this farm in hay and in oats and wheat. (Excepted as hearsay)

Question 11<sup>th</sup> – Have you ever heard any representations from Mr. or Mrs. Ashe in reference to there ownership of oil land in Pennsylvania? If so please state what they were. (excepted to as irrelevant) – ANSWER – I have heard them both speak of owning oil land there. I think Mrs. Ashe spoke of putting down some wells which would be very valuable and spoke of mortgaging or selling half of this land for money to come here to Virginia. I think she said this some year or two after they came here. (excepted as irrelevant)

Question 12<sup>th</sup> – Have you ever heard Mr. and Mrs. Ashe complain of Charles T. Howard having made misrepresentations to them in regard to this farm and if so, when? – ANSWER – I can't recollect it any particular time. I think I had heard Mr. Ashe say the farm did not produce as well as Mr. Howard had represented to him.

Cross examination questions by plaintiff's attorney – 1<sup>st</sup> would you be willing to give your farm with house, barn and two orchards for the Belle Air Farm? – ANSWER – I do not know I would as I am attached to my own farm although it may be worth more and sell for more to some persons. I do not think my family would want to leave my farm.

2<sup>nd</sup> cross examination question – Have you examined the walls of the Belle Air house and know their condition and if so, and you were living in it, though you might not abandon it because of its condition, yet would you feel that yourself and your family were safe in it? – ANSWER – I would not feel exactly safe the way it is cracked, though it might be perfectly safe.

3<sup>rd</sup> cross examination question – You spoke about seeing the bay of the barn full of hay and 4 stacks outside upon one occasion. Was the bay strictly full and if so what time of the year was it? – ANSWER – There might have been a little space not full next to the roof. I suppose it might have been full and settled down. I should think it was in the month of October late in the fall before they had begun to feed.

4<sup>th</sup> cross examination question – You say Mr. Burnham told you that he paid mostly for the place in hay, oats and wheat. Were not these hay, oats and wheat furnished to the party from whom he purchased in part payment of the purchase money? – ANSWER – The hay was furnished to Mr. Doane in part payment of the purchase money but I do not know concerning the oats and wheat.

5<sup>th</sup> cross examination question – How much did Mr. Burnham pay for the farm? – ANSWER – I do not know.

Re-direct question by the defendant's attorney – How much did you pay for your farm and in what year did you buy it? – ANSWER – A little over \$8.00 per acre. I purchased it in 1854. And further this deponent saith not (signature – Oliver Chamberlain)

**JOHN H. DANE – 3 April 1875**

The deposition of John H. Dane taken before me by consent at Special Commissioner by agreement of parties at Greenwood School House in the County of Prince William this 3<sup>rd</sup> day of April 1875 to be read as evidence on behalf of the defendants in a suit of Equity pending in the Circuit Court of said county in the name of John J. Ashe and others are plaintiffs and George C. Round and others are defendants. The said John H. Dane being first duly sworn deposeth as follows: 1<sup>st</sup> question by defendant's counsel – Please state your age, occupation,

and how far you reside from Bell Air farm, and whether you are acquainted with said farm, and how long. – ANSWER – I am forty years of age, by occupation a farmer and I reside about a mile from Bell Air house. I am acquainted with said farm, and have been since 1849. The farms are about a half mile apart.

2<sup>nd</sup> question by same – Was not your farm formerly a part of the tract called Bell Air, purchased by Lee & Robbins of Dr. Davis? – ANSWER – It was, but it was known as the Keef Tract.

3<sup>rd</sup> question by same – How did Dr. Davis become possessed of Bell Air tract? – ANSWER – I understood he married the daughter of a widow Ewell who owned it, and came into his possession of it by marriage. I understood it was the family seat of the Ewell family.

4<sup>th</sup> question by same – How has Bell Air farm in your judgment compared with other farms in your neighborhood in value and production since you have known the same? – ANSWER – It has always been considered the best grass farm around here and best for stock, it never has produced large crops of wheat because large crops of wheat have not been known on it. Nobody who has lived in it has made much of a business of raising it. What crops that have been put on the place have been good for this country, so far as I know. Mr. Vernon is the only man who makes the farm well, as he raised large crops of oats, corn and hay. He shipped a good deal of hay in bales to Washington where it sold for the largest price before the war of any farm in the neighborhood. It was estimated that Mr. Burnham got in trade \$20.00 an acre for it. I always estimated it to be well worth \$15.00 an acre as any farm around here.

5<sup>th</sup> question by same – Please name any sales of land in the neighborhood that occur to you. – ANSWER – Mr. George Pitkin bought 100 acres for \$6.00 per acre in 1866 or 67. It was unimproved, nearly all in timber. Mr. Vaughn bought of Holdman in 1867 one hundred acres for \$16.00 an acre, this tract had on it fencing & a house. Mr. Thomas Clark bought of John Barnes in 1869 fifty acres for \$12.00 an acre. This tract had on it fencing, house and stable. I bought 83 acres of Mr. Frazier unimproved for \$4.00 an acre. Mr. Waid bought a tract of 50 acres for \$1500. This tract is some four miles from here, this was in 1872. There is a welling house, fencing, stable and outbuilding on this tract.

6<sup>th</sup> question by same – You are living with your father on his farm I believe. What did your father pay for the farm when he purchased it, and what do you value it at the present time? – ANSWER – He paid \$2.50 per acre in 1848. My father and mother would not sell it at all. I would be willing to sell at \$20.00 an acre but would not like to see it sold.

7<sup>th</sup> question – Can you tell me what Thomas Maddox whose farm adjoins your land has ask for the farm owned by him? (excepted as irrelevant) – ANSWER – When I bought this tract

from Frazier he authorized me to sell his farm containing 42 acres with mine for \$1600 and give him half the money. That would be nearly \$20.00 an acre for his land.

8<sup>th</sup> question – Considering the price of land in 1870 would you consider \$20.00 an acre for Bell Air farm to be an exorbitant price at that time for said farm, if the purchase money was to be paid \$500.00 in cash, and the balance in seven just amounts yearly with interest with the further provision that if the said farm was paid for within a year the price should be \$3500.00. – ANSWER – I think \$3000.00 was as much as any had could have afforded to pay for it for farming purposes. I should have sooner have gone west that to have to pay more. If I owned the farm and wanted to live on it I would not take less than \$4000 for it, but if I wanted to sell as Mr. Howard did I should take \$3000.00.

8<sup>th</sup> question by same (also marked 8<sup>th</sup>) – Do you know Mr. Howard's motives for selling, if so what were they? Did the expenses of his family have anything to do with it? – ANSWER – His family was discontented. His family was an expensive one and I heard him say it was as much as he could do, to make both ends meet.

9<sup>th</sup> question – What were the ideas of Mr. and Mrs. Ashe concerning the farm as derived by conversation with you? – ANSWER – I recollect hearing Mr. Ash say that the first year he lived on the farm that it had been represented to him to be all in all but he was much disappointed in it, and the crops. I recollect hearing Mrs. Ashe complaining of the farm at our house about a year after they purchased. The farm had been misrepresented to them all we had told them that the farm was the best farm around here and she admitted that she liked it better than any farm she had seen.

10<sup>th</sup> question – Did you hear Mr. & Mrs. Ash make any statements soon after they came to Virginia concerning their owning oil lands or other property in Pennsylvania? If yea, please give those statements in detail? (question excepted to by plaintiff's attorney) – ANSWER – I heard Mrs. Ash say that they had 50 acres of lands in oil regions and that oil had been found on the adjoining tracts and that at the time of the oil excitement they had been offered several thousand dollars for half of it.

11<sup>th</sup> question – What was Mr. Charles T. Howard's reputation for honesty and integrity in his social and business relations, when living in the community? – ANSWER – About as good as that of any person I ever knew. I don't know of any person that I was acquainted with that I had more confidence in as an honest upright man than Mr. Howard. – CROSS EXAMINATION QUESTION BY PLAINTIFFS COUNSEL – Did you ever hear Mr. Howard say that if Mr. Ash wasn't punctual he would turn him out immediately, or words to that effect? – ANSWER – About a year ago he mentioned that if he won't pay he would turn him out of the place. This

was in answer of a letter written by Mrs. Ash asking for an extension of time. I wrote him that they, (the Ashes) had not been able to put up lighting rods that spring. Mr. Howard further stated that he had been kept out of his money and that he would not give him more time for want of it, and that if Mr. Ash don't pay he would have to leave the farm. In March 1871 about the time the second payment was due Mr. Howard said at our farm that Mr. Ashe did not pay promptly he would take possession of the place. My Aunt Miss Timmons told mother in my return from Occoquan (exception as hearsay).

Question by same – Did not Thomas Clarke buy a portion of Belle Air Farm. If yea, state when, at what price, and what the character of the land. – ANSWER – Thomas Clarke did buy a portion of Belle Air Farm in 1849 for \$4.00 an acre. It did not include any portion of the land owned by Mr. Howard. About one third of the bottom land of the original Belle Air Farm was included in the Clark Farm. The balance of the land was more level than this farm will average. All of his upland was oak timber. And further this deponent saith not. (Signed John H. Dane)

**THOMAS O. CHAMBERLAIN – 29 April 1875**

The Deposition of Thomas O. Chamberlain and others taken before me by consent, a special commissioner by an agreement of parties at Greenwood School House in the County of Prince William this 29<sup>th</sup> day of April 1875 to be used as evidence behalf of the defendants in a suit of Equity pending in the Circuit Court of the said County wherein John J. Ashe and others are plaintiffs and George C. Round & others are defendants. The said Thomas O. Chamberlain a witness of lawful age being first duly sworn deposed as follows:

1<sup>st</sup> question by defendant's counsel – Please state your age, occupation and how near you live to the Belle Air Farm. – ANSWER – I am thirty-three years of age, y occupation it that of a blacksmith and farmer. I live about a quarter of a mile from the Belle Air farm gate.

2<sup>nd</sup> question by same – How long have you been acquainted with the Belle Air farm? – ANSWER – I think about eighteen years.

3<sup>rd</sup> question by same – In doing blacksmiths work for your neighbors have you had a good opportunity of informing yourself concerning the relative value of farms in your neighborhood, their products etc. – ANSWER – I suppose is more than if I had not been a blacksmith.

4<sup>th</sup> question by same – How did “Belle Air” farm in your judgment compare with other farms in the neighborhood in value and production, when occupied by Mr. Burnham and Mr. Howard. – ANSWER – Ever since I have known the farm it has been occupied by Mr. Burnham, Mr. Howard and Mr. Ashe it has produced more grass for hay, more corn, and more crops generally than any farm adjoining it in the neighborhood. It was always considered the most desirable place in the neighborhood and would have brought more money.

5<sup>th</sup> question by same – How were Mr. Burnham and Howard looked upon in the community of farmers. – ANSWER – Among the best.

6<sup>th</sup> question by same – When Mr. Howard sold the place to Mr. Ashe, what was its condition in reference to fences, gates, freedom from stones, grass and other matters that go to make up a good farm. – ANSWER – I think Mr. Howard built and repaired most of the fence, especially the outside one the year before he sold it. The fencing was generally good. Mr. Howard picked off some stone. The grass cut twice as much hay as any farm in the neighborhood. He cut enough to fill the barn 30x40 feet and three stacks out to the best of my recollection. Since Mr. Ash has had the farm I have seen the barn full of hay and fodder and two stacks outside. I don’t think I ever was through the woods but once, but I have always understood there was not much good timber upon it. The timber was good enough for fire wood, and enough for three farms like it but not fit for lumber. Mr. Ashe has drawn of some trees for lumber. I cannot say what amount, but there was very little on the place fit for lumber.

7<sup>th</sup> question by same – How does the house compare in size with other homes in the neighborhood. Give a general description of it. – ANSWER – I presume it is the largest in the neighborhood, and has been a very fine one, but it is now very much out of repair. The brick walls are very thick. One end I understand fell out some twenty years ago, but has been rebuilt. I never heard of its being unsafe to live in.

8<sup>th</sup> question by same – Is it not a fact that from the size of the building that (convention) parties, and other parties of similar character have been frequently held there? – ANSWER – Yes, they have.

9<sup>th</sup> question from same – Can you form any estimate of the number of persons you have seen there? – Well I suppose I have seen fifty or sixty perhaps as many as seventy.

10<sup>th</sup> question by same – Did you hear any anxiety expressed about the safety of the building by the visitors there? – ANSWER – No, I never did. If they had such feelings I do not suppose they would have come.



11<sup>th</sup> question by same – Considering the price of land in 1870 would you consider \$20 an acre to be an exorbitant price for said farm, if the purchase money was to be paid in eight annual installments with interest. The first payment being \$500 cash at the time of purchase, with the provision that if the farm was paid for within a year the price should be \$3500. – ANSWER – I cannot say that it was an exorbitant price but I consider the farm well sold. I have heard my father say he would not take less than twenty dollars an acre for farm which lies adjoining and contains 150 acres I think.

12<sup>th</sup> question by same – What did you value your farm (now owned by you) at in 1870? – ANSWER – I would not have liked to have taken \$25 an acre. The tract was a small one containing about 40 acres, the buildings being good. I suppose in 1872 I could have got that for it but I did not answer the man's letter who been here and looked at it, but no offer was made.

13<sup>th</sup> question by same – What is the condition of the farm at the present time and how does it compare with the condition Mr. Howard left? – ANSWER – There is not as much grass on it now as then nor do I think the fencing is as good. Most of the grass has been ploughed up. I suppose Mr. Ashe has sold some 80 or 100 cords of wood. A part of the land off which the wood was cut was cleared and fenced.

14<sup>th</sup> question by same – Were you well acquainted with Charles T. Howard and if so, what was his character socially, and in his business relations? – ANSWER – I was well acquainted with him. He was generally considered an upright honest man in every respect. I never heard anyone to say anything else. Anyone who was acquainted with him I don't think could say anything else.

15<sup>th</sup> question by same – In the amended bill in this case, the complainant is made by John J. Ashe and Margery Ashe by her next friend Thomas Chamberlain. Are you the person referred to in the bill and do you know the contents of the bill – ANSWER – I suppose I am the one referred to. I do not know the contents of the bill, never saw it.

16<sup>th</sup> question by same – In the said bill it is ordered that Charles T. Howard made representations which were untrue and false, with the intent to deceive, mislead and defraud the said John J. and Margery Ashe. Do you or not endorse said charges and do you believe Charles T. Howard from your acquaintance with him to have been capable of such misrepresentations with such intent? (question excepted to by plaintiff's counsel) – ANSWER – I do not endorse such charges. I do not believe Mr. Charles T. Howard capable of such misrepresentations with such intent.

**CROSS EXAMINATION BY PLAINTIFFS COUNSEL – 1<sup>st</sup> question – How much hay did Mr. Howard cut the last year he lived on the farm? – ANSWER – I cannot say how much, I think he cut more than 30 tons. I can't say he cut fifty tons, over half was prime hay, the other half was not so good but was usable. It would not bring as good a price.**

**2<sup>nd</sup> question by same – Please state who owned in the year 1870 the woodland adjoining the “Belle Air” farm and what was the character of that wood land? – ANSWER – Mr. Comstock, Smith, Pitkins, Chamberlain, and Clark all had wood land adjoining “Belle Air” farm. Comstock and Smith and Pitkins are all good wood lands and Smith's is the best in this neighborhood.**

**3<sup>rd</sup> question by same – If Charles T. Howard made the representations to John J. Ashe and wife that are set out in the amended bill and they not false and untrue, and made with intent to deceive, mislead and defraud. – ANSWER – To the best of my knowledge from the hay I saw hauled off and carried to the barn I could not say there were 50 tons of it. Mr. Howard was in the habit of weighing the hay and had a better opportunity of knowing than I had. I can't think Mr. Howard made any such remark it doesn't seem like him. In regard to paying for the farm that would depend upon what the timber was worked up into. I can't answer the question further and decline to do so.**

**4<sup>th</sup> question by same – You stated in answer to the 16<sup>th</sup> question in your direct examination that you did not endorse the charge made in the amended bill that Howard has been guilty of acts intended to deceive, mislead, and defraud. Did you know what those charges were at the time you made that answer? – ANSWER – No I did not. I know Mr. Howard to be a correct man, and did not suppose anybody would bring such charges against him.**

**5<sup>th</sup> question by same – Have you never known persons enjoying the highest reputation for integrity to be guilty of dishonorable acts. – ANSWER – If I ever knew I have no recollection of any now.**

**6<sup>th</sup> question by same – How can you undertake whatever may be your faith in a man's integrity to endorse or not endorse any given act or representation by him upon oath without knowing what it is. – ANSWER – I meant today that I did not think they could be correct.**

**7<sup>th</sup> question by same – Now I repeat the question how could you undertake upon an oath even to express an opinion upon a matter in statement of which you knew nothing. – ANSWER – From my knowledge of Mr. Howard general character.**

**8<sup>th</sup> question by same – Then upon your knowledge of Mr. Howard's general character, you would under oath against him of any offense without knowing what it was on the proof upon**

which it was supported however conclusive and overwhelming that proof might be. – ANSWER – No I would not nor any man.

9<sup>th</sup> question – If you did not know the representations referred to in the 16<sup>th</sup> question as made by Mr. Howard and which you say you did not endorse, and yet did not know what they were at the time. There was not your answer founded in your knowledge of Mr. Howard's character and impossible for him to do anything reprehensible, if not, upon what was it based? OBJECTED BY COUNSEL FOR CHARLES HOWARD on the reason that the attorney for John J. and Margery Ashe had used the name of this witness in bringing the most serious charges against Mr. Howard without his authority and the attorney for Mr. Howard having ask the witness if he endorsed the charges of misrepresentations, deception, and fraud brought in his name against Mr. Howard and he having answered that he did not and he could not believe the said charges from what he knew of the general character of Mr. Howard. The witness has answered fully and plainly upon the point and the question last made is but a repetition in another form of the question heretofore made and answered so fully that no one can possibly misapprehend the answers. – ANSWER – I don't mean to say that Mr. Howard can't do anything wrong. I decline to answer the question further.

10<sup>th</sup> question – Do you consider the wood upon Belle Air farm of any value except for the use of the farm? If so of how much and in what way? – ANSWER – I suppose it would be of some use for basket timber, some for spokes and some for cord wood, but very little good for lumbering. Some of it might be used for making boxes.

11<sup>th</sup> question – Does it not require the best timber for spokes and how much timber fit for spokes on the place? – ANSWER – A good deal of poor timber is worked into spokes but to make good spokes the best timber should be used. I do not know the amount of timber fit for spokes on the place.

12<sup>th</sup> question – What was the value of the basket timber on the place in 1870 after taking out the cost of cutting and getting timber to market. – ANSWER – I do not know. Mr. Ash has drawn some off the place.

13<sup>th</sup> question – What is the cord wood worth after cutting getting to market? – ANSWER – I do not know I suppose it is worth something but do not think it would pay to make a business of it.

14<sup>th</sup> question – How much hay would the meadow land mowed over average to the acre? – ANSWER – I do not know.

**14<sup>th</sup> question (also marked 14<sup>th</sup>) – Do you suppose it would average half a ton? – ANSWER – It is hard to tell. Some would cut more and some would cut less.**

**15<sup>th</sup> question – Did you not buy some of Mr. Ash on one occasion standing and uncut. – ANSWER – I did buy about 14 acres I think.**

**16<sup>th</sup> question – Was that an average on the farm? – ANSWER – I think in quality there was more poor than good. As to quantity there were three large stacks and two small ones. I should think there was 10 tons and perhaps more in the whole. I do not know whether the hay on the 14 acres was an average growth of the meadow land. Some around the house was considerably better in quality & quantity. Some on the bottom was not as good as what we got.**

**17<sup>th</sup> question – You say you do not consider \$20 an exorbitant price for said farm. Please state the highest prices that land has sold for in the neighborhood in 1870 or the five years preceding or following. – ANSWER – Thomas Clark bought some unimproved land with ordinary timber of my father Oliver Chamberlain for \$8.00. Thomas Clark also bought some 50 acres of John Barnes for \$12 per acre I think it was partly cleared and part in timber.**

**18<sup>th</sup> question – Is not good timber land worth more than cleared land? – ANSWER – That will depend on the quality of the cleared land.**

**19<sup>th</sup> question – Is it not worth more than the average value of the cleared land on the Belle Air farm? – ANSWER – If the timber was very good it might be worth more, but it would have to be a great deal better timber than any around here. I think for my use the cleared land would be worth the most.**

**20<sup>th</sup> question – Would not the timbered land on the Smith tract command a better price than the cleared land on Belle Air? – ANSWER – That would depend on the purchaser and the purpose for which he purchased it.**

**21<sup>st</sup> question – What could the timbered land of Smith and Comstock have been purchased for in 1870? – ANSWER – I have been informed they could have been bought for \$8.00 per acre.**

**22<sup>nd</sup> question – State what proportion of the meadow land has been seeded down for the purpose of a meadow? – ANSWER – I could not say.**

**RE-DIRECT EXAMINATION – Question by attorney for defendant – When Mr. Ashe first came to Virginia did you hear him make any statements in reference to his property from which**

you could infer his condition financially? – ANSWER – I heard him make some statements in reference to owning oil lands in Pennsylvania and I inferred that they were valuable lands.

RE-CROSS EXAMINATION – Question by attorney for plaintiff – What were those statements that led you to that inference? – ANSWER – Mr. Ash, or one of his family, I think it was Mrs. Ash, went to Pennsylvania and on their return Mr. Ash stated that there was an oil well-being sunk or about to be sunk on their place in Pennsylvania and they would soon have plenty of oil and of course plenty of money.

And farther deponent saith not. (signed) Thomas O. Chamberlain – Sworn to and subscribed before me the 29<sup>th</sup> April 1875 – R. A. Sinclair

**RICHARD H. CORNWELL – 29 April 1875**

The Deposition of Richard H. Cornwell taken before me by consent, a special commissioner by an agreement of parties at Greenwood School House in the County of Prince William between the hours of 6 A.M. and 6 P.M. on the 29<sup>th</sup> day of April 1875 to be used as evidence behalf of the plaintiff in a suit of Equity pending in the Circuit Court of the said county wherein John J. Ashe and others are plaintiffs and George C. Round & others are defendants. The said Richard H. Cornwell being first duly sworn deposes as follows:

1<sup>st</sup> question by plaintiff's counsel – Are you acquainted with Belle Air farm and if so how long have you known it. – ANSWER – I am. I have known it for ten to twelve years.

2<sup>nd</sup> question by same – Please state the character of timber and the quantity of timber on it. – ANSWER – I don't know much about the timber. I know there is some pine and some oak upon it, but I don't know how much.

3<sup>rd</sup> question by same – Please state the value of the said farm in 1870? – ANSWER – I don't consider it worth over five or six dollars an acre at any time since I have known it.

Cross examination – 1<sup>st</sup> question by defendant's counsel – Would you not consider Belle Air Farm one of the best farms in the neighborhood? – ANSWER – No, I don't think I should consider it one of the best farms in the neighborhood. It may be as good as some.

Cross examination – 2<sup>nd</sup> question by defendant's counsel – How far do you live from this farm? – ANSWER – about a mile and a half

Cross examination – 3<sup>rd</sup> question by defendant’s counsel – Do you own a farm in the neighborhood? – ANSWER – I do not.

Cross examination – 4<sup>th</sup> question by defendant’s counsel - Do you know of any farm in this neighborhood that yielded better crops than this one, when farmed by Mr. Burnham and Mr. Howard. – ANSWER – I cannot answer the question because I do not know the yield of their crops, nor that of the neighbors.

Cross examination – 5<sup>th</sup> question by defendant’s counsel – In what repair is the house? Please state all you know about it and particularly whether you consider it a safe dwelling? – ANSWER – The house is in very bad repair. The basement is propped up with a number of props eight or ten inches through with a long sill on the ground in which the props are framed and spiked to the joists at the top and the timbers are all old and look as if they had been there some time, and I do not consider a safe building to live in. And further this deponent saith not (signed R. H. Cornwell) – Sworn to and subscribed before me this 29<sup>th</sup> April 1875 – R. A. Sinclair

THOMAS MADDUX – 30 April 1875

The deposition of Thomas Maddox taken before me by consent a special commissioner by agreement of parties at Greenwood School House in the County of Prince William on the 30<sup>th</sup> day of April 1875 to be read as evidence on behalf of the plaintiff in a suit in equity pending in the Circuit Court of said county in the name of Ashe and others against Howard and others. The said Thomas Maddox a witness of lawful age being first duly sworn deposes as follows:

1<sup>st</sup> question by plaintiff’s counsel - Please state your age, and occupation and whether you know the Bell Air Farm bought of John J. Ashe and wife of Charles T. Howard, if yea, how long have you known it, and what do consider its value per acre in 1870? – ANSWER – I am 62 years of age. I have had various occupations, but am now farming and have been for 20 odd years. I think I know the Bell Air Farm and have known it for at least thirty or more and lived on it in 1864 and part of 1865. According to my judgment it was not worth over six dollars in 1870 & that is as much as any land around here is worth.

2<sup>nd</sup> question – How much hay did it cut in 1869 & 70? – ANSWER – I cannot tell. I did not examine, but I believe in 1863 I weighed it all and there was not over 12 tons. Subsequently Mr. Howard ploughed it up a portion of it seeded in grass, but it produced very little except some on the branches.

3<sup>rd</sup> question – How much hay should have been cut off this farm in 1867? – ANSWER – I don't think there could been a great deal cut. I suppose some 6 tons. I can't say, for I don't know. In 1870 or 1871 Mr. Ashe cut a great deal of stuff off the farm, but I did not call it hay. I would not have cut it for it. I went there to buy would not have anything he had staked out of doors. I don't know how much was in the barn.

4<sup>th</sup> question – What was the character of the timber on this farm? – ANSWER – There was a right smart of timber on it. I did not consider there was a great deal too much for the use of the farm. I mean wood.

5<sup>th</sup> question – What value was that wood except on the farm? – ANSWER – I do not consider it worth anything for cord wood. There is no value in it except going to market with an empty wagon to put on a load and buy groceries with it.

CROSS EXAMINATION – 1<sup>st</sup> question by defendant's counsel – Has not Bell Air farm been considered as good as any in the neighborhood? – ANSWER – Yes, I believe it to be as good as any.

2<sup>nd</sup> question – What was the character of Mr. Charles T. Howard for honesty and integrity in the neighborhood? – ANSWER – I always looked upon Mr. Howard as a gentleman. I never saw anything wrong about him.

3<sup>rd</sup> question – How near is the nearest land to Bell Air that you own? – ANSWER – I suppose it is within a little upwards of a mile. I own about 30 acres. I consider it worth \$10 an acre in its improved by buildings and ditching. I have asked \$20 an acre but that don't make it worth it. I live in it.

Re-Direct 1<sup>st</sup> question – You have cultivated a number of the lands in the neighborhood, and familiar with their quality and value of the land generally in the neighborhood are you not? ANSWER – Yes, I believe I am. And further the deponent saith not. (signed) Thomas Maddox

#### STATE OF MISSOURI COUNTY OF ST. LOUIS

I Alphonse F. Perrier, do certify that I am a Notary Public, within and for the county of St. Louis, in the State of Missouri, duly commissioned on the 17<sup>th</sup> day of July 1872, and qualified on the 22 days of October A. D. 1873, commission expiring on the 17<sup>th</sup> day of July A. D. 1876. And I further certify that pursuant to the commission hereto annexed empowering me to

examine Charles T. Howard, Alvina Howard and William H. Wigginton, witnesses on behalf of Charles T. Howard and Alvina Howard in certain suits now pending and undetermined in the Circuit Superior Court of Law and Chancery for the County of Prince William, in the State of Virginia, between Charles T. Howard and Alvina Howard plaintiffs against John J. Ash and others defendants, and John J. Ash & wife plaintiffs against George C. Round & others defendants. I proceeded on the day at the place and between the hours mentioned in the notice hereto annexed, that is to say, on the 3<sup>rd</sup> day of May AD 1875, at my office, Southeast corner of Main & Pine Streets, in South St. Louis in the city of St. Louis, in the County of St. Louis in the State of Missouri, between the hours of nine in the forenoon and six in the afternoon diligently to examine the witnesses aforesaid on the Holy Evangelist of Almighty God, in the presence of Charles T. Howard.

**CHARLES T. HOWARD – 3 May 1875**

Charles T. Howard having been first duly sworn, deposes and saith as follows, that is to say: Question 1<sup>st</sup> – State your name, age, residence, and present occupation? – ANSWER – My name is Charles T. Howard, I am fifty-three years of age. I reside in South St. Louis, Mo. And at the South St. Louis Iron Company's furnace in South St. Louis.

Question 2<sup>nd</sup> – Did you not reside at any time in Prince William County, Virginia, and if so how long did you reside there, and what was your occupation at that time. – ANSWER – Yes, I resided in Prince William County, Virginia, from January 1861 until May 1871, the first eight years I followed farming, the last two years I kept a general store in the Village of Manassas, Virginia.

Question 3<sup>rd</sup> – Did you not, become the owner of a farm in said County, if yea, state the circumstances under which you became the owner of said farm, to whom the deed was given, and why? – ANSWER – I bought the Belle Air Farm in Prince William County, Virginia, from William Burnham and had it conveyed to my wife Alvina Howard on the 27<sup>th</sup> day of November 1860 giving him in exchange for same, a farm of land owned by said Alvina Howard, said farm laying in Suffolk County, New York, the deed was made by Burnham and wife to Alvina Howard, neither Mrs. Howard nor myself being aware at that time of any difference in the laws of Virginia from that of New York, as to a married woman holding real estate in her own name.

Question 4<sup>th</sup> – State the character of said farm, what you paid per acre in a cash valuation, its timber, its cleared land, the crops raised upon it &c. – ANSWER – It cost me in a cash valuation of twenty-five dollars per acre, there was about one hundred and forty acres of



cleared land under fence and cultivation and about sixty acres in timber. The crop of hay ran from 35 to 45 tons per year. One year I raised 50 tons. I usually planted about 15 acres of wheat, the yield from same was more than an average of the lands of the said county. I kept two horses and from 15 to 20 head of horned cattle.

Question 5<sup>th</sup> – Did you and your wife, or not, convey said farm to any person, and if so, was it or not, at any subsequent time, conveyed to yourself in person? – ANSWER – On the 15<sup>th</sup> day of February 1870 my wife and myself sold and conveyed said farm to William Allen and on the 28<sup>th</sup> day of February 1870. I bought said farm from William Allen and took a deed from him for same in my own name.

Question 6<sup>th</sup> – Did you, or not subsequently contract to sell the said farm to any person, if yea to whom? And about what time, state the terms of the contract. – ANSWER – On the 14<sup>th</sup> day of March 1870 I contracted to sell to John j and Margery Ash said farm at the rate of \$20 per acre, \$500.00 to be paid at the time of sale, and \$500.00 on the 14<sup>th</sup> day of March in every following year until the whole should be paid with a clause inserted that if they paid the full amount of the purchase within the first year, they were to have a reduction of \$500.00.

Question 7<sup>th</sup> -Did any person act as an agent to effect said sale, if you, state the nature and extent of his agency, also what representative were made by yourself, or by any person for you, as far as you know, concerning the timber thereon the hay that had been, or could be raised upon same. – ANSWER – No one acted as agent for me or had any authority to act as agent to effect said sale any further than this. I always stopped at Mr. Hughes' Hotel in Alexandria Virginia, when business led me there, and in conversation with him. I requested him to send me anyone he met with that was looking for land, that was the extent of his agency. Mr. and Mrs. Ash when they came to Virginia stopped at Mr. Hughes Hotel. Mr. Hughes came out to Manassas with them and introduced them to me, left them at my house and returned to Alexandria, the terms of the contract was talked over, agreed upon, and arranged between Mr. and Mrs. Ash and myself, and no one else. W. H. Whigginton my clerk was present and heard the whole conversation. And as to my representations concerning the timber on said farm I told him there was about 60 acres of it, that was equal at least to an average of timber on wood land in that vicinity, that there was sufficient timber for any building or farming purposes that it might be wanted for, and for keeping up the necessary supply of rails for fences from year to year, and that for such purposes I had kept it which was strictly true, for during the whole time I lived there I never realized a dollar for timber, not even tried to do so, there was no market there for timber during my time for by which the sale could have been made profitable, and I never made any representations to Mr. and Mrs. Ash different from this nor any other person. And my representations to Mr. and Mrs. Ash in

regards to the yield of hay was strictly in conformity to my answer to your fourth question, and at the same time referring them to Henry Dane and his son John H. Dane and to Mr. Chamberlain & Clarke all of whom lived on adjoining lands and had lived there long before I did and could tell him all about the farm, and to show that there could have been no misrepresentations made to Mr. and Mrs. Ash about hay, and that they could not have been deceived in regard to it. I would here state that at the time Mr. & Mrs. Ash were at Belle Air to look at the said farm, the crop of hay I had cut during the preceding summer, with the exception of a little that had been fed out, was all there on the place, in the barn and stacked up around the same, affording Mr. and Mrs. Ash every opportunity to judge of the quality thereof. Mr. Ash himself bought several tons of hay. Mr. Henry Dane and his sons were my agents to sell and weigh it out, and collect the money for the entire crop.

Question 8<sup>th</sup> – How many times did the said John J. and Margery Ash visit you at Manassas before the contract for said land was made, and what was the result of their first visit? – ANSWER – Mr. and Mrs. Ash came to Manassas twice before said contract was made, on the occasion of their first visit, I declined to sell the farm for the reason that they could not pay the \$500.00 of the purchase money down, and they returned to Alexandria.

Question 9<sup>th</sup> – On the occasion of their second visit to you at Manassas, did the said John J. & Margery Ash make any representations to you concerning their financial resources, and their ability to pay for said farm, if you, did you trust to such representations in making the said contract of sale, and did said representations prove correct? – ANSWER – On their second visit to Manassas they represented to me, that they had heard from their friends in Pennsylvania, when they owned a farm of land near Titusville PA on which they were having boring done for oil, with every encouraging prospect of finding it, and that oil had just been found on the adjoining land to theirs, and that certain parties were standing ready to purchase said land, at a very high price, on its being proved that there was oil upon same, so that there was scarcely a doubt but that they would be able to pay me for my farm within the coming year, and that in view of such encouraging prospects they must have a clause inserted in their contract with me, that in the event of their paying me all by the end of the first year, a reduction of \$500.00 must be made in their favor. I trusted to these representations, made the sale and inserted the \$500.00 clause, but they did not prove correct, far from it.

Question 10<sup>th</sup> – Would you have made said contract if it had not been for the representations? – ANSWER – No sir, I would not.

Question 11<sup>th</sup> – Have the said John J. and Margery Ash complied with the said contract, if nay have you been injured thereby and in what manner, and to what extent? – ANSWER – They have not complied with the contract, but on the contrary, have had recourse to every

conceivable method to avoid complying with it, on the 14<sup>th</sup> of March last they owed \$3019.00. I am informed they have let the farm run down so as to make it comparatively worthless, that they have sold off and moved away part of the buildings, that they have had a portable saw mill on the farm and have cut and sawed all the timber so that there is none left to make rails or for the requirements of farming.

Question 12<sup>th</sup> – When you left your house on the Belle Air Farm did you lock or fasten up any of the rooms, and was the said John J. & Margery Ash, unable to examine all parts of the house, and was there snow on the ground so that he could not see the land? – ANSWER – None of the rooms were either locked or fastened when we left, so they had the opportunity of examining all parts of the house, and when they afterwards called on me at Manassas, the condition of the house, the size of the rooms was discussed and talked about, showing they had been all over it. And as to the snow I can state there was no snow on the ground to prevent it from being seen, there had been a very light fall of snow a day or two before, but had all melted away and Mr. and Mrs. Ash acknowledged to me that they had examined into every thing about the said place and everything was satisfactory, and I told them on the occasion of both their visits not to trust to any representations from me, but to call on the before mentioned parties Danes, Chamberlain and Clark and find out for themselves, and Mr. & Mrs. Ash were there two days making such examinations, and stopped at the house of Henry Dane overnight, and Mr. Dane or his family were not persons to make any statements or remarks that would mislead anyone. And further this deponent saith not.

Charles T. Howard (signature)

ALVINA HOWARD – 3 May 1875

Alvina Howard having been first duly sworn deposeseth as follows, that is to say:

Question 1<sup>st</sup> – State your age, and your place of residence, if you are married and what is your husbands name? - ANSWER – I am 57 years of age and my place of residence is South St. Louis, MO. My husbands name is Charles T. Howard, now of the South St. Louis, formerly of Prince William County, VA.

Question 2<sup>nd</sup> – Did you reside in Prince William County, VA, if yes, how long did you reside there? – ANSWER – I did reside in Prince William County, VA from January 1861 until May 1871.

**Question 3<sup>rd</sup> – Did you ever become the owner of a farm in said county, and if yes, at what time did you become the owner of it, and under what circumstances? – ANSWER- I did become the owner of a farm in Prince William County, VA and it was conveyed to me by William Burnham and wife on the 27<sup>th</sup> day of November 1860. I giving him in exchange and conveying to him a hundred acres of valuable land of which I was the owner lying in Suffolk County New York.**

**Question 4<sup>th</sup> – Were you aware, when the land in Prince William County VA was conveyed to you that the Laws of Virginia, were different from the Laws of New York as regards to rights of a married woman to hold real estate in her own name? – ANSWER – I was not aware then nor for years afterwards.**

**Question 5<sup>th</sup> – Did you at any subsequent time, sell and convey said farm to anyone, if yes, did you do it with your free will and desire? – ANSWER – On the 15<sup>th</sup> day of February 1870 I sold and conveyed said farm to William Allen, and said sale was made by me in good faith and consent, without any solicitation or compulsion from any one.**

**Question 6<sup>th</sup> – Did your husband Charles T. Howard buy said farm at any subsequent time? – ANSWER – On the 28<sup>th</sup> day of February 1870 my husband bought said farm from William Allen and took a deed from him, in his own name, of same.**

**Question 7<sup>th</sup> – Did your husband Charles T. Howard at any subsequent time contract to sell said farm to John J. and Margery Ash? – ANSWER – Yes, on the 14<sup>th</sup> day of March 1870.**

**Question 8<sup>th</sup> – Were you at your home in Manassas where John J. and Margery Ash called on your husband for the purpose of contracting for said farm. And did they make any representation in your hearing as to their ability to pay for said farm? – ANSWER – Yes that represented they were the owners of valuable oil lands, or rather of lands in the oil region from which they would soon be receiving a large amount of money, and in the event of the oil lands not proving profitable Mrs. Ash told me of several other resources they had from which they could raise all the money that would be required.**

**Question 9<sup>th</sup> – Did these representations prove correct or not? – ANSWER – They all proved to be without any foundation whatever.**

**Question 10<sup>th</sup> - Did Mrs. Ash while at your house in Manassas VA in company with her husband for the purpose of making the contract for the Belle Air Farm, say any thing to you about her visit to Belle Air, or if she was or was not able to get into the house, or into all the rooms of the house? – ANSWER – She told me she had been in the house with her husband, and we talked together about every room in it, and what they had been used for.**

Sworn to and subscribed before me Alvina Howard this 3<sup>rd</sup> day of May 1875 by Alphonse Perrier, Notary Public, St. Louis MO.

**WILLIAM H. WIGGINTON – 3 May 1875**

William H. Wigginton having been first duly sworn, deposes as follows, that is to say:  
Question 1<sup>st</sup> – State your age and your present occupation. - ANSWER – I am 33 years old. I am engaged in the grocery business, South St. Louis, MO.

Question 2<sup>nd</sup> – Did you reside at anytime in Prince William County VA? And how long did you reside there and what was your occupation? – ANSWER – I was raised in Prince William County, VA and have spent my whole life, since I was eight years old in the said county, until within the last year. I have always been employed at clerking in Manassas and in that vicinity.

Question 3<sup>rd</sup> – When did you reside and what were you employed at in 1870. – ANSWER – I was a clerk and salesman for Carson and Howard in the Village of Manassas VA and boarded with Mr. Howards family.

Question 4<sup>th</sup> – Were you present at the sale of a farm of land owned by C. T. Howard made to John J. and Margery Ash, if yea, state where the terms of the sale agreed upon and who were the parties in same? – ANSWER – I was present when the terms of the sale were agreed upon. The conversation was held in the store and at the dinner table in Mr. Howard's house. Mr. Howard and Mr. and Mrs. Ash were the only ones that any part in making the agreement.

Question 5<sup>th</sup> – Did John J. and Margery Ash visit Mr. Howard more than once to effect said purchase of land and what was the result of the first visit? – ANSWER – They made two visits to Manassas, on the occasion of the first visit Mr. Howard declined to sell them the farm, on account of their not being able to make the payments to suit him.

Question 6<sup>th</sup> – On the occasion of the second visit of John J and Margery Ash to Manassas did they make any representations to Mr. Howard in your hearing, as to their financial affairs and their ability to raise money? – ANSWER – They represented to Mr. Howard that they owned land in the oil region in Pennsylvania and from oil being found on the adjacent farms they expected a large revenue from that source very soon.

Question 7<sup>th</sup> – Did you understand that it was from these representations that Mr. Howard was induced to sell them his farm? – ANSWER – I so understood it.

**Question 8<sup>th</sup> – Did Mr. Howard make any representations to Mr. and Mrs. Ash in regard to their being timber enough on the Belle Air farm to pay for it twice over? – ANSWER – Mr. Howard made no statement to them of that kind, in my hearing, nor did he say anything about timber, having any such significance, nor anything more than there was sixty acres of wood land there enough to supply all farming purposes.**

**Question 9<sup>th</sup> – Did Mr. Howard make any statements in your hearing to the said John J. and Margery Ash as to the yield of hay, on said farm? – ANSWER – Mr. Howard told them he had yearly cut a great deal of hay, and said that the last years crop was nearly all yet remaining on hand, and on the place which they could see for themselves.**

**Question 10<sup>th</sup> – Did you hear anything said by either party during the time they remained together in the store, about Mr. Hughes being an agent for Mr. Howard to sell his farm or in any manner to represent him in the sale of same. – ANSWER – Not a word from either party to the sale, on that point.**

**Question 11<sup>th</sup> – Did Mr. Howard name any parties in your hearing to which Mr. and Mrs. Ash could apply to obtain information in regard to the Belle Air Farm? – ANSWER – Mr. Howard referred them to Misters Davis and Chamberlain for such information they might want.**

**Sworn to and subscribed before me this 3<sup>rd</sup> day of May A. D. 1875 W. H. Wigginton - Alphonse F. Perrier, Notary Public, S. St. Louis MO**

**Which examination being completed I now send and certify the same unto the said Circuit Superior Court of Law and Chancery for the County of Prince William in the State of Virginia. In testimony of all which I hereunto subscribe my name and affix my Notary Seal, on the 3<sup>rd</sup> day of May A.D. 1875 at the place and between the hours before specified. Alfred F. Perrier, Notary Public St. Louis Co. MO. (SEAL)**

**THOMAS BARNES – 6 May 1875**

**The depositions of Thomas Barnes and others taken before J. J. Davies a Court in Chancery of the Circuit Court of Prince William County, Virginia on the 6<sup>th</sup> day of May 1875 to be read as evidence on behalf of Charles T. Howard and others in the Chancery suits of Howard vs Ashe & Ashe vs Round presiding in the Circuit Court of the said County. Present were John J. Ashe & George C. Round, counsel for the plaintiff.**

**The witness Thomas Barnes being duly sworn deposeseth as follows:**

**Question 1<sup>st</sup> by plaintiff's counsel – Please state your age, occupation, residence and whether you are acquainted with the Belle Air Farm and also how long you have known the said farm? – ANSWER – I am in my fortieth year' I follow farming as an occupation. I was born in Prince William County and have resided in said county but with a slight intermission since my birth. I am thoroughly acquainted with the Belle Air Farm. I was born within a mile of the same and as good a farm that can be found have resided nearly all my life near the said farm.**

**Question 2<sup>nd</sup> – Please state whether or not the farm on which you were born adjoined the Belle Air Farm? – ANSWER – It did when I first became acquainted with it, since then a portion of said tract has been sold to Thomas Clark and a narrow strip now intervenes between the present Belle Air Tract and the land on which I originally resided.**

**Question 3<sup>rd</sup> by same – State whether you ever rented the said farm or were engaged in any way in the cultivation of same? – ANSWER – I never rented the said farm I have however been engaged for other parties in the cultivation of the said farm at different times covering several years.**

**Question 4<sup>th</sup> by same – Please state fully what has been the general character of the soil upon the said farm? How it compared with other farms in the same neighborhood and particular in reference to its productive qualities so far as relates to the ordinary products of that section of the country? – ANSWER – I am of the opinion that the soil upon the said farm is naturally good. It is red soil and, in my opinion, is as good as any other land in the country and is easily improved. For grass or grain, it is as good a farm that can be found in this section of the country,**

**Question 5<sup>th</sup> by same – State your own knowledge of the quality of grass and other crops raised upon the said farm. – ANSWER - Mr. Burnham was the first man who commenced a thorough cultivation of the said farm? To the best of my recollection he came upon the Belle Air Farm in the year 1854 and continued to cultivate the same since the beginning of that year until 1859 when he traded the farm to Mr. Howard. During a portion of three years I was employed Mr. Burnham, sometimes by the year, and sometimes by the month. During that time Mr. Burnham put the bottom lands into a good state of cultivation. Most of the said bottom land was put down in grass. In the years 1856-1857 and I think 1858 as well I mowed the said bottom lands for Mr. Burnham. One of those years two hands in addition to myself were engaged for seventeen or eighteen days in mowing upon the said farm. In that year the barn was filled with hay which Mr. Burnham afterwards told me weighed about forty tons, in addition to this there were several stacks outside which to the best of my recollection were**

not included in the said estimate of weight. At that time, he could have supplied the immediate neighborhood with all the hay it wanted. I remember however that he had to construct a hay press and send the hay to Washington and Alexandria for want of a market nearer home. The general impression so far as I remember was that Belle Air was the finest farm in that neighborhood. During those same years the yields of corn, wheat and oats would compare favorably with the yield of any farm in the same neighborhood.

Question 6<sup>th</sup> by same – State how the production upon the said farm during the time it was cultivated by Mr. Howard compared with those of Mr. Burnham? – ANSWER – I was not as well acquainted with the farm during the time it was cultivated by Mr. Howard as when cultivated by Mr. Burnham. Mr. Howard in my opinion was not as good a farmer as Mr. Burnham. He was a sickly man and not as well acquainted with farming nor as practical in that occupation as Mr. Burnham. I believe that Mr. Howard raised good crops though not so large as the ones as Mr. Burnham. I have been at his house several times and everything indicated that he had an abundance. His stock looked well and I have known him to sell grain and hay also. Mr. Howard had a good stock for such a farm. I considered his milch cows the best around there, his young cattle of which he had quite a number looked well, so did his horses and everything in the shape of stock upon the farm.

Question 7<sup>th</sup> by same – During the years the said farm was cultivated by Mr. Burnham and Mr. Howard do you think fifty tons of hay an exorbitant yield for that farm per year? – ANSWER – I think that from the year 1856 when Mr. Burnham got his farm into good state of cultivation up to the time he sold the same farm to Mr. Howard that the said farm would raise fifty tons per year. I heard Mr. Burnham say that during one year that he had sold three hundred dollars worth of hay. Hay at that time sold for about ten dollars a ton. Mr. Howard traded with Mr. Burnham for the farm in 1859, from that time up to the commencement of the war I considered that the farm was in as good condition and would produce as much as when in the possession of Mr. Burnham. Mr. Howard left the farm soon after the commencement of the war and did not return until after the surrender in 1865. He then went to work and succeeded in improving the land but I do not think he had brought into as good a state of cultivation when he sold it in 1870 as it was when the war commenced. I could not say what amount of hay or other crops it would have produced after the war.

Question 8<sup>th</sup> by same – Considering the price of land in 1870 would you consider twenty dollars per acre extravagant price for the said farm, if the purchase money was to be paid in instalments of five hundred dollars in cash and the balance in annual instalments bearing interest from date with the further provision that the price was to be thirty-five hundred dollars if the same was not paid within one year. – ANSWER – I think that such a price was a



little too much. I think that probably sixteen dollars per acre would have been about a fair valuation. In 1869 or 1870 I was offered ten dollars an acre in cash for my farm a refused the offer and I am satisfied that I could not get five dollars an acre for it now.

Question 9<sup>th</sup> by same – How did the corn yield upon the farm of Belle Air compare with the yield on other farms in the neighborhood during the last year. – ANSWER – In my opinion the corn yield last year upon Belle Air was larger than that upon any other farm in the neighborhood. I heard from the parties that rented the land that they raised about two hundred barrels.

Question 10<sup>th</sup> by same – How much per acre would it cost to fit up the unimproved lands upon Belle Air Farm? I would not contract to do it at thirty dollars an acre.

Question 11<sup>th</sup> by same – Did you ever hear Mr. Ashe make any complaints or appear to be dissatisfied with the purchase price of the Belle Air Farm? If yes please state at what time? – ANSWER – I did, I think it was a year ago. I do not think that it could possibly be buyer \_\_\_\_.

Question 12<sup>th</sup> by same – Please state where and under what circumstances he made these complaints? – ANSWER – He came to my house one day advised that he wanted me to go to Brentsville before the commissioner to say what would be a cash price for his farm.

Question 13<sup>th</sup> by same – What was the reputation of Charles T. Howard in this community socially & as a man of business? – ANSWER – So far as my acquaintance with Mr. Howard I regarded him as a gentleman, a good citizen and was a good business man and of unimpeachable integrity and demeanor. And farther this deponent saith not. - signed Thomas Barnes

A B PITKINS – 6 May 1875

A.B. Pitkins another witness being first sworn deposition as follows: 1<sup>st</sup> question by plaintiff's counsel – Please state your age, residence and occupation. – ANSWER – I am in my twenty-ninth year. I am resident of Coles Township in the County of Prince William. I am a farmer by occupation.

Question 2<sup>nd</sup> by same – Please state whether or not you are acquainted with the Belle Air Farm in the said county. If yea, state how long you have known the same. – ANSWER – I am acquainted with the Belle Air Farm and have known it for eight years.

Question 3<sup>rd</sup> by same – Please state whether or not you reside near to the said farm of Belle Air and how long you have resided there? – ANSWER – I resided upon what is commonly known as the Smith Tract, which was formerly a portion of Belle Air Tract and adjoins the Belle Air Farm now in controversy. I have resided upon the said farm for the last twelve months. I heretofore lived with my father about a mile and a half from Belle Air and have lived with him for eight years past.

Question 4<sup>th</sup> by same – Please state whether or not you ever rented the said farm of Belle Air, or were you in any capacity engaged in the cultivation of the same? – ANSWER – I have never rented the said farm. I have frequently whilst Belle Air was cultivated by Mr. Howard been engaged in grain and hay harvesting for him.

Question 5<sup>th</sup> by same – Please state what has been the general cultivation of the soil and the products of the farm since you have known it? – ANSWER – In comparison with other farms in that section it is generally considered better than any other farm in that neighborhood. Whilst I was engaged with Mr. Howard which was during the harvesting season of the years 1868 and 1869 the grain products were considered to be generally very fair average crops. The hay harvests were very good. I should think that Mr. Howard mowed during the years I was with him between thirty and forty tons of hay each year. I know that in the last season I was there that he had filled his barn and had four stacks outside of that in the barn.

Question 6<sup>th</sup> by same – Please state what was the size of the barn. – ANSWER – Its size was thirty by forty feet with a basement underneath.

Question 7<sup>th</sup> by same – How did the condition of the farm in 1870 compare when sold to the Mr. Ashe. – ANSWER – In my opinion the farm has been damaged since that time by five hundred dollars in timber alone. Mr. Ashe since he purchased the farm has cut down and sold off a large quantity of white oak (walnut black) and hickory timber. I have also learned from Mr. Ashe's family and other party to whom the sales were made that Mr. Ashe sold three hundred railroad ties and also a quantity of cord wood. I will here state that I have also been engaged in conjunction with farming in the lumber trade for the last three years. The fencing on the said farm is not nearly as good condition as it was when the farm was purchased by Mr. Ashe. All the bottom land which was sowed in grass when Belle Air was owned by Mr. Howard has been ploughed up and course quality is not as valuable nor in as good a state of improvement as when in grass. I think in all respects the farm has depreciated from these causes alone about one thousand dollars since it was owned by Charles T. Howard.

Question 8<sup>th</sup> by same – Considering the price of land in 1870, would you consider twenty dollars per acre an extravagant price for the said farm if the purchase money was to be paid

was to be paid in the following terms to wit: Five hundred dollars in cash and the balance in seven annual instalments bearing interest from date of sale with the further provision that the price of the farm was to be thirty-five hundred dollars if paid within the period of one year. – ANSWER – I think that it was rather high. I think three thousand would have been a fair price at that time.

Question 9<sup>th</sup> by same – How much per acre would it cost to fit up the unimproved lands in the neighborhood to the condition of the improved lands upon the Belle Air Farm? – ANSWER – Taking a term of five years to improve such land as you mentioned I think it would cost ten dollars per acre. Taking a term of five years to improve such land as you mentioned I think it would cost ten dollars per acre.

Question 10<sup>th</sup> by same – State whether or not a person desiring to view the cleared land upon the Belle Air Farm could see the cleared land from any point around the house? – ANSWER - They can view all the cleared land of the Belle Air Farm by walking around the house.

Question 11<sup>th</sup> by same - If a man who had been a farmer all his life and was a man of average judgment should visit the Belle Air house, with a view of purchasing the farm, could he or not judge of the quantity of cleared land by viewing it from the Belle Air House? – ANSWER – I am of the opinion that he could.

Question 12<sup>th</sup> by same – Please state what is the quantity of cleared land upon the Belle Air Farm. – ANSWER – I judge that there is about one hundred and forty acres.

Question 13<sup>th</sup> by same – In your judgment as a farmer has Mr. Ashe managed the Belle Air Farm in a farmer like manner? – ANSWER – In my judgment he has not.

Question 14<sup>th</sup> by same – Please state the quality of the hay harvested upon the said land during the years you were engaged by Mr. Howard? – ANSWER – it was of good quality it embraced timothy, clover and red top. I am now speaking of the hay in the barn. All the hay that staid in the barn during those years was good hay. The hay outside was inferior quality, some of it was good and some indifferent.

Question 15<sup>th</sup> by same – What was the reputation of Charles T. Howard as to integrity and honesty? – ANSWER – Mr. Howard bore a good reputation in the community in which he lived for honesty, integrity, and as an estimable citizen. I never heard anyone say anything against him except the parties to this suit. – AND FURTHER THIS DEPONENT SAITH NOT. (signed) A. B. Pitkins.

**WILLIAM CLARKE – 6 May 1875**

**William Clarke a witness being duly sworn deposes as follows: - 1<sup>st</sup> question by plaintiff's counsel – Please state your age, residence, and occupation. – ANSWER – I am in my twenty fifth year. I live on my father's farm adjoining that of Mr. Ashe's and my occupation is farmer.**

**Question 2<sup>nd</sup> by same – Please state whether or not you are acquainted with the Belle Air Farm. If yea, please state how long you have known the said farm. – ANSWER – I am perfectly acquainted with the Belle Air Farm and have known it ever since I have been able to know anything.**

**Question 3<sup>rd</sup> by same – How long have you lived contiguous to the said farm? – ANSWER – I have resided with my father all my life with the exception of two years that I was absent from this state. I was not absent all the time during those two years.**

**Question 4<sup>th</sup> by same – Please state or not you ever rented the said Belle Air Farm or were engaged in any other capacity in the cultivation of the same? – ANSWER – I never rented any portion of the said farm myself. My father rented about thirty acres of the bottom land of Belle Air Farm last year and I aided him in cultivating his portion.**

**Question 5<sup>th</sup> by same – Please state what were the terms upon which your father rented the portion cultivated by him. – ANSWER – He was to have two thirds of all the grain and fodder raised by him.**

**Question 6<sup>th</sup> by same – What was the quality and quantity of the corn raised upon the Belle Air Farm last year? – ANSWER – The quality of the corn raised upon the Belle Air Farm last year was equal to any I ever seen in that section. I could not undertake to say what quantity of corn was raised there. I would say that there were at least fifty acres in cultivation and whilst last year was an uncommon hard year upon corn, the crop at Belle Air was considered generally to be the best corn crop anywhere in the neighborhood and averaged more in quantity than any other farm around in good years.**

**Question 7<sup>th</sup> by same – State in your judgment whether or not the bottom land was damaged by being cultivated in corn? – ANSWER – I think it has been damaged seriously for the reason that land of that description should never be cultivated more than one year. The land is subject washed during the high waters which occur annually and sometimes oftener, consequently it should be kept in grass to preserve it from wasting. The difference in cultivating it and having it in grass is evident from the fact that when in cultivation the water washes off the face of the land whereas if it were in grass it would return the washings and**

thereby improve the soil. These flats are upon the Neabsco Creek and this creek is very rapid and rises quickly whenever we have heavy rains.

Question 8<sup>th</sup> by same – Please state what number of acres borders upon the said creek? – ANSWER – I suppose there would be at least forty acres.

Question 9<sup>th</sup> by same – Please state whether the adjoining tract upon which you reside resembles in every respect the Belle Air tract and whether it was not originally a part of the Belle Air tract? – ANSWER – It has some of the same kind of land bordering upon the same stream. The larger portion of it was originally part of the Belle Air tract.

Question 10<sup>th</sup> by same – What do you consider that would have been a fair valuation for your farm in 1870 and what at the present? – ANSWER – I could form no estimate of the valuation of our land in 1870 but I can state that my father gave twelve dollars per acre for fifty acres of land that was a great deal less valuable than our farm from the fact that it did not have any bottom land attached soil. I know that we would not be willing to take one cent less than thirty dollars per acre cash for our land at this time. I will say however that our farm now is in better condition than Belle Air was when Mr. Howard sold it.

Question 11<sup>th</sup> by same – Do you think that the land on your farm now is better than Belle Air land was when Mr. Howard sold it? – ANSWER – So far as the land itself is concerned I do not think it is. The only difference is between the buildings on the said farms.

Question 12<sup>th</sup> by same – If you had been the owner of the Belle Air Farm in 1870 what would you been willing to have taken for it? – ANSWER – If I desired to buy the farm at that time I should have been willing to have given three thousand dollars in cash for it. If I had owned it I am of the opinion that I could have done better by refusing such an offer and farming it myself.

Question 13<sup>th</sup> by same – Please state the difference between the farm of Mr. Reuben Reid and Belle Air Farm, also state whether you know what Mr. Reid was offered for his farm and when the offer was made? – ANSWER – I think Mr. Reid's land is very similar of the Belle Air land in quality of soil. It has a good quality of meadow land upon it. I have understood Mr. Reid was offered and refused twenty-five dollars for his land for the best of my recollection I think the offer was made about the time Mr. Ashe bought Belle Air.

Question 14<sup>th</sup> by same – Are you acquainted with the Demming tract? If so, please state the number of acres in it. Also, whether you would prefer to pay three dollars per acre for said farm or twenty dollars per acre for Belle Air tract in the condition it was in 1870? – ANSWER – I am tolerably well acquainted with it. I think there are about 200 acres in it. For farming

purposes, I should prefer to pay twenty dollars an acre for Belle Air tract. I could make a good living upon the Belle Air tract but not on the other.

Question 15<sup>th</sup> by same – Can you form any estimate of the quantity of hay cut by Mr. Howard the last year he lived there and by Mr. Ashe the first year he lived at Belle Air. – ANSWER – I could form no accurate estimate. I think Mr. Howard harvested thirty tons. I should think Mr. Ashe cut about the same amount during the next year.

Question 16<sup>th</sup> by same – Do you know whether or not Mr. Ashe sold any hay to any person during that same year. If so, please state to whom he sold the said hay and in what quantity? – ANSWER – He sold about ten or twelve acres of to Thomas Chamberlain of standing grass. It would probably average a ton and a quarter to the acre. I have also known him to sell hay in Occoquan and also that he pressed and sent to town. I would not be positive that these last sales were made during that same year.

Question 17<sup>th</sup> by same – Have you ever known Mr. Ashe to let his stock graze upon the bottom land? – ANSWER – I have only known him to graze the said land only during the spring and fall.

Question 18<sup>th</sup> by same – What change if any has there been in the timber upon the said tract since Mr. Ashe has been in possession of it? – ANSWER – All the timber of any value for lumber has been cut off. In my opinion the value of the farm by the said cutting has depreciated about three hundred dollars. I cut my self about a hundred cords of wood for him, most of which has been taken off. Mr. Ashe also cut some basket timber and railroad ties.

Question 19<sup>th</sup> by same – Please state what was the quality of the hay raised upon the farm during the years 1869 and 1870. – ANSWER – One half of the hay raised during these years was of the first quality the other half was of an ordinary quality. Upon reflection I think I am forty years

Question 20<sup>th</sup> by same – Please state by whom the Belle Air Farm is being cultivated this year and in what proportions? – ANSWER – Mr. Ashe is cultivating about 15 acres in corn. Mr. Reid about 12 acres & Mr. W. A. B. Smith about eighteen in oats and about twenty-five acres in corn, and probably more. All of the best part of the land is in cultivation.

Question 21<sup>st</sup> by same – What was the reputation of Charles T. Howard in the community as a man of business integrity? – ANSWER – As a neighbor and citizen he was equal to anyone and his character was above reproach. I have had considerable dealings with him and always found him just and correct.

Question 22<sup>nd</sup> by same – When did Mr. Ashe begin to make complaints of his representation against Mr. Howard? – Not to the best of my recollection until he failed to make his payments and proceedings were instituted against him. And further this deponent saith not. – (signed) William Clarke

**WILLIAM L. STROBERT – 6 May 1875**

William L. Strobert a witness being duly sworn deposeth as follows: Question 1<sup>st</sup> by plaintiff's counsel – What is your age, residence and occupation? – ANSWER – I am forty years of age. I am a resident of Prince William County. I farm a little and also prosecute the wheelwright business.

Question 2<sup>nd</sup> by same – Please state whether or not you are acquainted with the Belle Air farm in the said county? If yea, please state how long you have known same? – ANSWER – I am acquainted with it and have known the said farm since 1861. I came here with the Hampton Legion during that year and have been in this neighborhood as a soldier or citizen since.

Question 3<sup>rd</sup> by same – What in your judgment was the farm worth in 1870? – ANSWER – Judging from the sales of land for that period I am inclined to think that twenty dollars in deferred installments was a fair price for the said farm.

Question 4<sup>th</sup> by same – How near is your farm to Belle Air and what do you value it per acre? – ANSWER – My farm is about three fourths of a mile from Belle Air. I paid six dollars an acre for it in 1865 or 1866. I would not at this time take less than twelve dollars per acre. When I bought my land, it had no house or outbuildings upon it nor any fencing.

Question 5<sup>th</sup> by same – Do you know anything about the hay crop upon Belle Air during the years 1869 and 1870. If yea, state your means of knowing the same, and the quality and quantity of the said hay. – ANSWER – In the year 1869 I mowed for Mr. Howard nineteen days. I also mowed for him in 1968. The hay during those years last mentioned was of good quality as any hay in this section of the country. During the year 1869 I don't think that there could be less than thirty-five tons and could reach up to forty or more. I think that Mr. Ashe in 1870 realized nearly as much as Mr. Howard did the year before. Mr. Ashe sold a large quantity of fine grass standing to Mr. Chamberlain and I think to Mr. Holland during the same year (though it might have been the next) He has sold hay in Occoquan every year with exception of the last two years.

Question 6<sup>th</sup> by same – What change has there been in the cultivation of the said farm if any, since Mr. Ashe has had possession of it? – ANSWER – I am satisfied that Mr. Ashe by his mode of farming has damaged the said farm in value by at least five hundred dollars. When Mr. Howard left Belle Air the farm was well fenced, at the present time the fence is in very bad condition. He has also cut down and sold off considerable timber and ploughed up the grass land.

Question 7<sup>th</sup> by same – Have you at anytime heard Mr. Ashe make any complaints in reference to Mr. Howard, if so state what you know in reference thereto? – ANSWER – I never heard any complaints until proceedings were commenced against Mr. Ashe. Mr. Ashe claimed that Mr. Howard misrepresented the land to him.

Question 8<sup>th</sup> by same – What if anything did you hear Mr. Ashe say in regards to these proceedings? – ANSWER – In a conversation I had with Mr. Ashe a few days ago he stated that he had this case exactly where he wanted it, and as long as he could fee a lawyer he could keep it in court. Mrs. Ashe made a similar statement to me today. And further this deponent saith not. (signed) W. L. Strobert

Prince William County to wit: -I certify that Thomas Barnes, A. B. Pitkins, William Clark, and William L. Strobert were sworn and subscribed the depositions herewith returned before me according to the caption hereof. Given under my hand as Commissioner as aforesaid this 6<sup>th</sup> day of May 1875. (signed) J. J. Davies.

of timber on it. – ANSWER – I don't know much about the timber. I know there is some

6 May 1875 to John J. Ash and Margery Ash:

Take notice that on Wednesday May 12<sup>th</sup> at Brentsville Virginia we shall move the Circuit Court of Prince William County to appoint a receiver to take charge of the "Belle Air" farm



and to receive the rents and profits of the same, in the chancery cases of Howard vs Ash and Ash vs Round et.al. named to act during the pendency of said suits.

Greenwood Va. May 6<sup>th</sup> 1875 – signed Charles T. Howard, Alvina Howard and George C. Round.

Before me a commissioner in chancery for said county this 6<sup>th</sup> day of May 1875, William L. Strobert to me personally known to me and made oath in due form that he did on the 6<sup>th</sup> day of May 1875 serve the within notice upon John J. Ash and Margery Ash by handing to each of them a copy thereof in writing in person –Signed and sworn to before me this 6<sup>th</sup> day of May 1875 – James J. Davies

**EDWARD HUGHES – 8 May 1875**

The deposition of Edward Hughes and others taken before me A. W. Chilton a Notary Public for the County of Alexandria in the State of Virginia pursuant to notice hereto annexed and by counsel at the office of the said A. W. Chilton in the city of Alexandria in the said county on the 8<sup>th</sup> day of May 1875 in a certain court of Equity depending in the Circuit Court of Prince William County wherein Charles T. Howard, Alvina Howard and George C. Round, and John J. Ashe and Margery Ashe are parties.

Edward Hughes being duly sworn deposed and saith as follows: Question 1 by George C. Round – State your name, age, residence, and occupation – ANSWER – Mr. name is Edward Hughes, my age is 43 years past, my residence is Alexandria Virginia and my occupation at present Hotel Keeper.

Question 2 by same – Did you not visit Belle Air farm in the spring of 1870 with Mr. John J. Ashe? If yea state the cause of your visiting and what transpired during the visit in detail? – ANSWER – I visited the farm with Mr. John J Ash, his wife and his son Frank. I am not positive as to the date. We went there for the purpose of looking at the farm. Mr. Ash wanted to buy a place. I didn't know of anything particular that transpired. We looked at the farm, looked it over, and examined the house as far as we were able.

Question 3 by the same – Did Mr. Ash to your knowledge go into the basement, the first story and second story of said house and examined the same? (Question excepted to) – ANSWER – He did. We first went into the basement and we could not get upstairs, that is in the first floor. Then we went outside and got a piece of timber, and got a colored boy to go in the window, and open the door, which was fastened by a bar. To the best of my recollection it was the colored boy that went in and opened the door. Then we all went in. I am certain that we examined all the rooms in that floor. I remember we went in two – two besides the hall.

Then we went upstairs, all of us. I have no recollection that we made an examination up there. I looked out the corner window and noticed the plastering was off near the window.

Question 4 by same – Were any rooms in the house locked and if so what rooms? – ANSWER – I am not positive but to the best of my recollection there were two of them on the first floor. One that had been used as a kitchen by Mr. Howard and the other a small room adjoining the parlor, which had been used as a chamber.

Question 5 by same – How many rooms are there in that house on the first floor, besides the hall? – ANSWER – I have no recollection any more than four. I never was in the kitchen and didn't know whether it divided into two or not. Mrs. Howard explained to me that they used that for a kitchen as it was more convenient than the basement.

Question 6 by same – Are you positive then that you went into the hall, the large room used for a parlor, and the room opposite the parlor? – ANSWER – We went into the parlor, and the room opposite the staircase. The room opposite the parlor was the kitchen.

Question 7 by same – State the situation of the house in reference to the farm, and whether or not from the house the most of the cleared land can be seen. – ANSWER – The house according to my recollection is very near the center, except it is a little to the one side, situate on a knoll or high ground. Nearly all the cleared land can be seen from the house.

Question 8 by same – How long were you, Mr. and Mrs. Ash on the farm, on that day? – ANSWER – I cannot say how long. We were there half an hour, it might have been longer.

Question 9 by same – What did Mr. And Mrs. Ash say in regard to the farm on the occasion of or immediately after their first visit? – ANSWER – They appeared to like the farm very well, and seemed to think it would suit them.

Question 10 by same – Did you make any representations to Mr. or Mrs. Ash concerning the grass land on said farm or concerning the amount of hay which had been or could be cut on said farm? If yea, what? – ANSWER – There was a conversation about the grass. We went down in the field below the barn or near the barn, and then I think it was Mrs. Ash that made the remark “that it looks bare – on that knoll – that was where we were. It had been seeded down the year before and the seed did not take in some parts very well. There was some hay on the place at the time, in stack and in the barn. I believe I told them that Mr. Howard had stated to me, that he had cut 40 tons of hay one season on the place. I don't recollect that he told me what season.

Question 11 by same – Did you go upon the farm after that visit and if so, with whom, and what part of the farm did you visit? – ANSWER – I am not certain but I believe we visited the farm the next morning. I don't recollect who went with me or whether anyone went with me. I was looking for game more than anything else. I remember go over to where the timberland was. I don't know whether this was the evening we first went there, or the next morning. We went into the timber a little way – the timber on the south side, a narrow strip just out side the fence, there was a gate there and we went about 150 feet south of the gate. This strip is a little wider on the east side. Mr. Howard showed me another strip part way along the east front – just a narrow strip. I ask him his reason for keeping a narrow strip there, and he stated it was for the purpose of keeping up his fence, to use for fence timber. There is a large piece of timber on the west side of the farm, oak and pine principally pine, as well as I can recollect. There was also a piece of timber on the north. I should judge three acres, or two or three acres – hard wood.

Question 12 by same – Did you on that occasion or at any other time point out the timber upon the farms of Smith, Pitkins, and Comstock as belonging to the Belle Air farm? QUESTION EXCEPTED TO AS LEADING – ANSWER – I did not. I pointed out no timber except what I have mentioned in my last previous answer.

Question 13 by same – Did you or not, sell the said farm to Mr. Ashe? – ANSWER – I did not.

Question 14 by same – Did Mr. and Mrs. Ash purchase the said farm, and if so of whom? – ANSWER – They purchased it of Mr. Howard as I have stated. I showed them the farm, told them what it could be purchased for. The next day after our return to Alexandria. Mr. and Mrs. Ashe, I believe they stated to me went to Manassas to see Mr. Howard about buying the place. They returned that night and Mr. Ash stated to me that Mr. Howard had raised the price of his farm, and that he could not buy it at what I had stated to him. I don't recollect now what the price was that I stated to him but it was thirty-two or thirty-five hundred dollars or somewhere along there, but I don't recollect exactly. I told Mr. Ash that he could buy it, at what Mr. Allen had bought it previously. I went with Mr. and Mrs. Ash the next day – that was the fourth day after we first visited the farm. We saw Mr. Howard, I believe he had asked Mr. Ash \$4000 for the place the day before. After talking awhile, I went out and left Mr. and Mrs. Ash with Mr. Howard. I was gone about an hour. On my return they had concluded to bargain for the place. I believe the price was to be \$3900 or about that, payable in installments, paying \$500 cash and the balance in \$500 a year until paid for. If paid for in one year the price was to be \$3500 throwing off \$400. (signed) Edward Hughes

The hour of 6 P.M. having arrived the further taking of these depositions is continued until Monday the 10<sup>th</sup> inst. At the same place and between the same hours. This continuance

excepted to, for the reason that Monday the 10<sup>th</sup> inst. Is the first day of the May term of the Circuit Court of Prince William County. (signed) A. W. Chilton, Notary Public.

Question 15 by same – Did you at one time or Mr. Howard to your knowledge represent to Mr. & Mrs. Ashe that the timber on the farm would pay for the farm twice over or anything to that effect? State fully what you said in regard if anything – ANSWER – In answer to the first part of that question I never did. I never made any such statement, nor did Mr. Howard to my knowledge. Mr. Howard stated that the timber on the farm would compare favorable with any timber in the neighborhood and that there was enough timber on the farm for fencing purposes, that is keeping up the buildings and fences, that he had never sold any wood or timber off the place, and never cut any, only for farming purposes.

Question 16 by same – Did Mr. Howard recommend the timber for anything else than fencing purposes? – ANSWER – Never to my knowledge.

Question 17 by same – On the occasion of your visit to the farm with Mr. and Mrs. Ash what was the amount of hay in the barn and in stack? – ANSWER – Well I could not say exactly, but to the best of my knowledge there was twenty-five tons. There might have been more or there might have been less. I should judge that there were in the barn 15 to 18 tons to the best of my knowledge balance in stacks outside.

Question 18 by same – Did Mr. and Mrs. Ash go into the barn and did they have the opportunity to see the quantity and quality of the hay in the barn and in stack? – ANSWER – They did, they went into the barn and examined all around the shed and all. They did not go up upon the mow to make a closer examination but examined it from the floor. The side of the hay being towards them let them examine what quality it was. Mr. Ash made the remark that the hay was rough and if he got the farm he would show them how to raise better hay than that.

Question 19 by same – Do you recollect making any effort to enter the two rooms mentioned by you in your answer to question four on the occasion to your visit to the house? – ANSWER – I do not.

Question 20<sup>th</sup> by same – Was there any snow upon the ground in the occasion of your visit to the farm and if yea, did it interfere with the examination of the farm? – ANSWER – To the best of my recollection there was small streaks of snow along the fence and bushes, but none to interfere with the examination of the farm.

Question 21 by same – Did you on that occasion or upon any other occasion act as an agent of the Howards? And if yea, state the extent of your agency. – ANSWER – I never did. I had

nothing more to do with it but to take parties to the farm, and I done that as a friend of Mr. Howard and at his request.

Question 22 by same – Were you or not acquainted with the sale of Belle Air Farm to William Allen and if yea, state the circumstance connected therewith? – ANSWER – I was. I showed the farm to Mr. Allen. Mr. Howard was living there at the time. Mrs. Howard, I believe was the party who made the deed the farm was in her name. I am not certain that Mr. Howard joined in the deed but believe he did. Mr. Allen, I believe paid about \$700 on the plow as the first payment. He went to New Jersey and got his sister to come on and move down on the place. They accompanied her a few days - him and his sister – he purchased stock and materials to take on the farm. After being here a few days, his sister became dissatisfied refused to go any further and went back to New Jersey. Mr. Allen got discouraged and concluded not to go in farming and was about going away and abandoning the place and all he had paid for it. I advised him to go and see Mr. Howard and see if he would not take the farm back, loosing some what ever it might be. As that would be better than loosing it all. He refused to go back and see Mr. Howard. I then advised him to let me go to see what I could do. I saw Mr. Howard at Manassas where he agreed to take it back. Mr. Allen, losing the expenses of sale and costs and some little more. Some two hundred or two hundred and fifty dollars. The second day after that Mr. Howard came to Alexandria with a deed prepared for Mr. Allen to convey the land back to Mr. Howard. Mr. Allen signed the deed and acknowledged here in Alexandria. Mr. Howard then returned the balance of the money after deducting the amount and what I hear stated to Mr. Allen. This was done in my house and in my presents.

Question 23 by same – Did you ever give Mr. Ash or any of his family a printed circular or pamphlet containing a description of Belle Air farm, and represent it as your circular as a land agent. – ANSWER – I never did. I never had any circulars and never was a land agent. There were always circulars at my house of land agents.

Question 24 by same – How did you become acquainted with Mr. Howard and friendly to him. – ANSWER – I got introduced to Mr. Howard during the war in Alexandria. I believe he was there in Quartermaster Department, and after he moved to his farm after the war. When he, or any of his family came to Alexandria, they always stopped at my house as guests. I always found him very reliable and kind.

Question 25 by same – What was Mr. Howard’s character and reputation as a man of business? – ANSWER – Mr. Howard’s character was number one in regard to his business capacity, honesty and integrity. To everyone who knew him spoke highly of him. I never

heard his word doubted in my life. And further this deponent saith not.  
(Signed) Edward Hughes

State of Virginia, County of Alexandria to wit: I A. W. Chilton a Notary Public for the County aforesaid in the state do hereby certify that the foregoing deposition were duly sworn to and subscribed before me at the times and place mentioned therein. Given under my hand this 10<sup>th</sup> day of May 1875 (signed) A. W. Chilton

#### **ORVILLE COMSTOCK – 8 May 1875**

The depositions of Orville Comstock and others taken before me A. W. Chilton a Notary Public for the County of Alexandria in the State of Virginia pursuant to notice hereto annexed, and by consent of counsel as to change of place at the office of the said A. W. Chilton in the City of Alexandria in said county, on the 8<sup>th</sup> day of May 1875 between the hours of 6 A. M. and 6 P. M. to be read on behalf of Charles T. Howard, Alvina Howard, and George C. Round in a certain suit in Equity depending in the Circuit Court of Prince William County wherein Charles T. Howard, Alvina Howard, and George C. Round, and John J. Ash and Margery Ash are parties. – 10 A. M. present are George C. Round counsel, Aylett Nicol counsel, Orville Comstock being duly sworn deposed and saith as follows:

1<sup>st</sup> Question by George C. Round counsel – State your name, age, residence, occupation and whether you are acquainted with the Belle Air Farm in Prince William County? – ANSWER – My name Orville Comstock, age 34 years, Colestown Prince William County Virginia my residence, occupation farming and lumbering. I am acquainted with that farm. It joins mine on the north west.

2<sup>nd</sup> Question by same – Were you acquainted with the said farm in 1870, and if so, state any changes that may have taken place in that farm in reference to timber, fences, and grassland, and also the value of said farm in 1870 as compared with present value? (question excepted to) – ANSWER – I first became acquainted with the farm in November 1870. I suppose there was about 50 acres in grass. The grass land has all been broken up, and under cultivation for corn and oats and the like. I don't think there is any improvement in the fences. There has been a great deal of timber cut off the place for cord wood, ties, and timber and timber basket timber. I would not give so much now by five dollars per acre, as I would when Mr. Ash bought it taking into account the timber being cut off it.

3<sup>rd</sup> Question by same – Considering the price of land in 1870 and the present time, and considering the changes that have taken place in the farm, what would be your estimate of

the value of the farm in 1870 and 1875 respectively? (Question excepted to) – ANSWER – According to my judgment that farm in 1870, a fair price would have been 16 dollars per acre. I don't know really what that farm would be worth now. I consider that farm to be worth now 10 or 11 dollars per acre. I think that is all it is worth for farming purposes.

4<sup>th</sup> Question by same – Do you know the farm of W. A. B. Smith and the Dunning tract? And if yea, what is the difference in the quality of the land for farming purposes between said farm and the Belle Air Farm? – ANSWER – I know the farm of W. A. B. Smith and Dunning tract well. The spring that Mr. Ash bought the Belle Air Farm I think it would be cheaper than 16 dollars per acre, than the Smith and Dunning farms would be at. I would not have paid the taxes on them for them, and been obliged to have lived on them. There is a vein of land running through that section of the country that embraces Mr. Ashe's farm and Mr. Chamberlain's and also Mr. Davis' and Mr. Clark's and Reuben Reid's, that is not to be compared with the land outside of that vein. I mean the location is not to be compared with the land outside, for the land outside of that vein I would not have. I would not have it for the simple fact that one cannot raise anything on it without fertilizing very heavily.

5<sup>th</sup> Question by the same – How is the grass land injured by being plowing up and cultivated. I mean the grass land on Belle Air? (Question excepted to) – ANSWER – It destroys the sod and leaves the land exposed to washouts and the washing off of the top of the soil. The land has been cultivated for two or three years in corn and oats without allowing grass to grow on it. I mean the bottom land or grass land on the Neabsco Run.

6<sup>th</sup> Question by the same – Could you form and estimate of the amount of hay on the Belle Air Farm in the year 1870? – ANSWER – There was four stacks, with about two tons and a half in a stack. I think that is a fair estimate of it. In the barn then was I suppose I should judge 17 or 18 tons. The bay was full up to the big beam. This was when I first came to the farm in November. 7<sup>th</sup> Question by same – What was the quantity of hay cut upon the Belle Air Farm last year? – ANSWER – I am not position in regard to that, because I was not at home last season.

CROSS EXAMINED – 1<sup>st</sup> question by Aylett Nicol counsel – I understand you to say in answer to the second question that you thought there was no improvement in the fences on the Belle Air Farm. It is not as good as in 1870? – ANSWER – I think the fence has decayed some. I don't think they are as good now as in 1870.

CROSS EXAMINED – 2<sup>nd</sup> Question by same – To what extent are the fences inferior now than in 1870? – ANSWER – The most of the repairing that has been done has been done with the old rails that was left there on the fence.

**CROSS EXAMINED – 3<sup>rd</sup> Question by same – Has Mr. Ash been using the timber which has been cut in repairing the fences? – ANSWER – He has used some pine timber.**

**CROSS EXAMINED – 4<sup>th</sup> Question by same – What other has been cut besides pine? – ANSWER – I am not position in regard to that. I have not noticed any oak or chestnut, except pine in the improvement of the fences. To the best of my knowledge he has not used any oak rails in the fences – oak or hard timber.**

**CROSS EXAMINED – 5<sup>th</sup> Question by same – Then you don't know that he has cut any other timber than pine for any purpose? – ANSWER – Yes sir, I know he has cut other timber.**

**CROSS EXAMINED – 6<sup>th</sup> Question by same – What kind, how much and for what purposes? – ANSWER – He cut 5000 feet of pine timber to fill a bill for Mr. DeWitt. To the best of my knowledge he has cut about 7000 feet of oak lumber for wheelwright timber, and about 1500 feet of hickory for wheelwright stuff. He has cut about 1500 feet of black walnut to the best of my knowledge, for cabinet work. He has cut about 250 railroad ties. He has cut about one cord and a half of basket timber – not over two cords anyway. I should judge he has cut 100 cords of wood. That is all I can think of.**

**CROSS EXAMINED – 7<sup>th</sup> Question by same – Was not a portion of that timber you have mentioned in last answer purchased by Mr. Ash from other persons? – ANSWER – Not the timber I speak of.**

**CROSS EXAMINED – 8<sup>th</sup> Question by same – Did not Mr. Ash buy timber from other persons? – ANSWER – Yes sir.**

**CROSS EXAMINED – 9<sup>th</sup> Question by same – How do you distinguish between the timber taken off that place and the timber bought from other persons? – ANSWER – Because they did not buy timber until they had exhausted all the sawing timber from that place. They bought the timber from that place to a saw mill om my place.**

**CROSS EXAMINED – 10<sup>th</sup> Question by same – Was not the timber purchased from John W. Davis by Mr. Ash hauled across your place over the same road as that cut on Mr. Ash's place? – ANSWER – No sir I believe not.**

**CROSS EXAMINED – 11<sup>th</sup> Question by same – Then state over what road that timber was hauled – The Davis timber? – ANSWER – It was hauled across the farm of Amisa Pitkins, after being first hauled down the county road to his farm.**

**CROSS EXAMINED – 12<sup>th</sup> Question by same – How far is Occoquan from Belle Air Farm, and what is cord wood worth standing in the woods on said farm? – ANSWER – it is 6 ½ miles**



from that farm to Occoquan. Oak wood I suppose is worth about 40 cents a cord standing on that farm, and pine that quality is worth 30 cents a cord.

**CROSS EXAMINED – 13<sup>th</sup> Question by same – Can a sale be had for it at those prices? – ANSWER – Well the pine wood, it is rather doubtful. I have been offered 25 cents a cord for pine standing. The oak when there in any sale for it, it will sell for that – in any ordinary time.**

**CROSS EXAMINED – 14<sup>th</sup> Question by same – Have you not been selling pine wood this winter at 20 cents a cord standing? – ANSWER – Yes sir but under the circumstances I consider it under its value.**

**CROSS EXAMINED – 15<sup>th</sup> Question by same – Has not DeWitt Alexander been selling cord wood standing along the public road this winter at 15 cents a cord? – ANSWER – I have been informed that he has employed men to cut down the timber and paid them for their labor with the same. I am not position as to the price.**

**CROSS EXAMINED – 16<sup>th</sup> Question by same – Have you not offered to give wood on your place this winter to anyone that would take it away – ANSWER – Yes sir, but I considered the wood worth 30 cents a cord to pay for clearing the land.**

**CROSS EXAMINED – 17<sup>th</sup> Question by same – Could any person find sale at anything, for any quantity of wood of any kind, for any price on that place or in that neighborhood? – ANSWER – Yes sir, at about one half its value.**

**CROSS EXAMINED – 18<sup>th</sup> Question by same – What is wood selling for now in Occoquan? – ANSWER – Broken pine at \$3.50, spruce pine at \$2.25, fox tail pine at \$3.00, the best of oak wood \$3.50, inferior quality about \$3.00, maple and hickory about \$4.00.**

**CROSS EXAMINED – 19<sup>th</sup> Question by same – In what proportions do the several kinds of wood referred to in your last answer exist on the Belle Air Farm? – ANSWER – Of oak, hickory, maple, pine are all the kinds of wood that Mr. Ash cut on the Belle Air farm. The oak and pine, he cut about equal. About one third of the remaining standing timber now on the farm is pine and poplar. The balance is oak and other hard timber.**

**CROSS EXAMINED – 20<sup>th</sup> Question by same –Of the pine, how much is broken pine, spruce pine, and fox tail pine? – There is no broken pine. I should judge there is about equal proportions of spruce and fox tail. There may be more spruce than fox tail.**

**CROSS EXAMINED – 21<sup>st</sup> Question by same – What is the quantity and value of the poplar as compared with the pine? – ANSWER – They cut no poplar for wood. It is worth about \$2.50 a**

thousand feet standing. It is all sawing timber. I should judge there is about an equal proportion of poplar and pine scattered through the woods.

**CROSS EXAMINED – 22<sup>nd</sup> Question by same – Do you mean to say there is any sawing poplar on the farm at this time? If so how much? – ANSWER – I should judge the poplar has been pretty much all cut out. I judge this from the fact that Mr. Ash bought poplar after the poplar on the farm had been cut out.**

**CROSS EXAMINED – 23<sup>rd</sup> Question by same – Then the poplar on the farm now is of but nominal value, not being saw timber or fit for cord wood? – ANSWER – Yes sir, there may be a little saw timber on the place but no great deal.**

**CROSS EXAMINED – 24<sup>th</sup> Question by same – What proportion of the farm is wood? The whole place – how many acres? – ANSWER – I should think about 30 acres is in wood.**

**CROSS EXAMINED – 25<sup>th</sup> Question by same – What is the relation value of the cleared land and the wood land? – ANSWER – The cleared land I suppose now is about \$11 per acre. I should judge the wood land is worth about \$5 per acre.**

**CROSS EXAMINED – 26<sup>th</sup> Question by same – How many loads of wood can be made from the Belle Air farm to Occoquan in a day, can more than one? - ANSWER – One load and a half a day with a horse team.**

**CROSS EXAMINED – 27<sup>th</sup> Question by same –Would not the making of a load and a half a day necessitate remaining in Occoquan at night and more getting the wood to market? – You can make one round trip to Occoquan and go half way with another, unload and return home at night. The next day you can put in a load and the load you had carried half way the day before, making three loads in two days with a good train well fed.**

**CROSS EXAMINED – 28<sup>th</sup> Question by same – What distance can a team make day after day, six days in the week. One half of each day with a half each day, with a full load and the other half empty? – ANSWER -They can make 17 miles a day, day after day, until they are worn out.**

**CROSS EXAMINED – 29<sup>th</sup> Question by same – How long could they stand it at that distance a day? (question excepted to) – ANSWER – That is a pretty hard question to answer. I suppose with good care about 5 or 6 years – a good team perhaps ten years.**

**CROSS EXAMINED – 30<sup>th</sup> Question by same – To make three loads in two days from Belle Air to Occoquan in the manner stated would not a team have to travel each day 19 ½ miles? – ANSWER – Yes sir, they would have to travel 19 ½ miles to make one round trip and one-half trip each day.**

**CROSS EXAMINED – 31<sup>st</sup> Question by same – How much a day would a team be worth to make a trip and a half a day, after day? – ANSWER – I suppose about \$3.00**

**CROSS EXAMINED – 32<sup>nd</sup> Question by same – How much cord wood could such a team haul at a load day after day? – ANSWER – During the season about seven-eighth of a cord, at a load.**

**CROSS EXAMINED – 33<sup>rd</sup> Question by same – Could anyone afford to buy wood at any price, and haul it that distance on those terms? – ANSWER – Yes sir, if their team could stand it. It would not be a very profitable business but a man could make a living at it.**

**CROSS EXAMINED – 34<sup>th</sup> Question by same – Do you consider the wood on that place of any real value except for the use of the farm and upon occasions of giving the market being able to take a load without extra costs? – ANSWER – Yes sir I consider the oak timber valuable.**

**CROSS EXAMINED – 35<sup>th</sup> Question by same – What are we to understand by the word valuable? (Question excepted to on grounds that it is the evident intention of counsel conducting the cross examination to take up all the time, this day, with this witness so that there will be no opportunity to take other important testimony on hand, and to prevent a hearing of the cases at the May term of the circuit court, Prince William County) – (exception excepted to because it states a deliberate and premeditated falsehood) ANSWER – It is valuable for a great many different purposes.**

**CROSS EXAMINED – 36<sup>th</sup> Question by same – Do you mean to value it at a higher note than you have stated to wit 40 cents a cord in a previous answer? (Question excepted to on the grounds above stated) – ANSWER – No sir.**

**CROSS EXAMINED – 37<sup>th</sup> Question by same – Was not the cord wood taken from the place by Mr. Ash referred to by you in the previous answer, taken from land that he was cleaning up, and did not the cleaning up of said land add value to the place? – ANSWER – A portion of the wood, the bigger portion, was cut from land that had not been cleared. I should judge about three acres that has been cleared, is not as valuable now as it was before it was cleared.**

**CROSS EXAMINED – 38<sup>th</sup> Question by same – I understood you to say in a previous answer that the cleared land was worth \$11.00 an acre and the woos land \$5.00 an acre. For that reason, do you except these three acres from that sale of valuation? – ANSWER - Because there have been two or three crops taken off this new land which was in the first place covered with timber. When I said the cleared land was worth \$11.00 an acre and the wood land worth \$5.00 an acre. I meant its value at the present time – but a large portion of the timber had been out from the wood land, and it is present condition it was only worth \$5.00**

– it was worth more before the timber had been cut off. If all the timber was cut off and the land cleared it would be worth, portions of it as much as the other cleared land.

**CROSS EXAMINED – 39<sup>th</sup> Question by same – When were these three acres cleared up? – ANSWER – It was cleaned up I think in 1872 or 1873.**

**CROSS EXAMINED – 40<sup>th</sup> Question by same – lease state the crops that have been taken off that land and when? – ANSWER – There was a crop of buckwheat and potatoes.**

**CROSS EXAMINED – 41<sup>st</sup> Question by same –You say in a previous answer that there was between 40 and 50 acres in grass in the year 1870. How much per acre did it yield? (Excepted to as an incorrect statement of what the witness said) – ANSWER – I should judge it yielded about 1500 pounds to the acre.**

**Signed – Orville Comstock**

**26 August 1875**

**HOWARD vs ASH & ASH vs ROUND et al**

**These causes came on to be heard this day and were argued by counsel upon the papers formerly read and it appearing to the court by a deed this day placed on record in the clerks office of Prince William County dated August 26<sup>th</sup> 1875 that John J. Ash and Margery Ash have surrendered and released unto Charles T. Howard all their right and interest in the farm known as “Belle Air” in controversy in the suits above named and that each party to the above suits are to pay their own costs, said suits are hereby dismissed agreed. The said Charles T. Howard has leave to withdraw from the papers the title deeds filed in the case marked respectively Exhibits A, B, C, D, E, F, G, & H.**

**26 AUGUST 1875**

**Deed – ASHE &c to HOWARD**

**This Deed made the 26<sup>th</sup> day of August 1875 between John J. Ashe and Margery Ash of the first part, Charles T. Howard of the second part and Frank Ash of the third part. Witnesseth that in consideration of one dollar unto each of the parties of the first and third parts paid, the receipt whereof is hereby acknowledged and in further consideration of the said Howard releasing all claim upon the vegetables in garden, the hay on the place known as “Belle Air”**

the crops of potatoes and beans now on the farm known as "Belle Air" hereinafter named and in further consideration of said Howard releasing all claim upon two thirds of the crop of corn on said farm which it is claimed by the parties of the first and third part belong to the said Frank Ash as tenant. The said parties of the first part release unto the said Charles T. Howard all there right and interest in the said "Belle Air" farm under and by virtue of a contract made on or about March 14, 1870 of record in the County Clerks Office of Prince William County, to which record reference is hereby made, and all rights arising out of said contract in all manner. The said Frank Ash, party of the third part, who claims to be a tenant on portion of the land, and the said parties of the first part agree to surrender full and peaceable possession of said farm and all buildings thereto to the said Charles T. Howard or his agent. In the clerk's office of the Prince William County Court October 12<sup>th</sup> 1875 – This Deed from Ash & Etc. to Howard with certificate annexed was received and admitted to record – Teste, Lucian A. Davis, Clerk

**30 JANUARY 1879**

**Deed - HOWARD to ROUND**

This Deed made this 30<sup>th</sup> day of January 1879 between Charles T. Howard of the first part and George C. Round of the second, witnesseth that the said Charles T. Howard residing at Degolia, McKwan County, Pennsylvania doth grant unto George C. Round residing at Manassas, Prince William County Virginia, with general warranty the tract or parcel of land, herein after described, in consideration of the sum of nineteen hundred dollars, the receipt whereof is hereby acknowledge the Farm known as the Belle Air Farm lying in Coles District, Prince William County Virginia, being the farm deeded to Alvira Howard by William Burnham and by Alvina Howard to William Allen, February 15, 1870 and by William Allen to Charles T. Howard, February 28, 1870 and which Charles T. Howard contracted to sell to John J. Ashe, March 14, 1870 and which contract was fully released by John J. Ashe and others August 26, 1875, all of which conveyances are duly recorded in the records of Prince William County Virginia, reference to which is hereby made. The said tract of land is more particularly described as follows. Beginning at an Old Red Oak stump corner to the original "Belle Air" tract, therewith the line of the said tract S7014 E215.3poles passing a marked Dogwood with Stones around it ½p to a stone pile in a branch in said line: thence N19degrees 56 E 73.3poles to a small pile and set stone corner to a portion of said "Belle Air" tract sold by Chapman Lee to Alexander Waldron, thence with Waldron's (now Chamberlain) line N431/2 degrees E20 poles to a stone pile on the southside of the Occoquan road, N61 degrees 48 E 30.8 poles to a stone pile by several marked saplings near a drain: N161/2 W151/2poles to a planter stone

on the east bank of a large path, thence with path nearby north 151/2 degrees East 328 poles to a set stone corner to Clarks land, thence with Clarks line N161/2 W151/2 poles to a planter stone on the east bank of a large path, thence with said path nearly North151/2 East 32.8 poles to a set stone corner to Clarks land, thence with Clarks line N84degrees W3poles to a stone pile N461/2 W36.8poles to stake and stone pile N68degrees W68 poles to another stake and stone pile near white oak S40degrees 5degrees west 48 poles to a stake and stone in a flat N431/4 W321/2 poles to a stake and some marked bushes, thence crossing Neabsco Run S401/2 W41poles to a pile of stones, thence S801/2 W78poles to a marked pine, corner to said Clarks and thence S193/4 W73 poles to the beginning containing 195 acres 1 R and 11 poles, less a certain small grove of about 3 acres or less sold by the said Howard to Thomas Clarks, February 2<sup>nd</sup> 1877 and described as follows: Beginning at the corner of the Nelle Air tract nearest Thomas Clarks house and running S40degrees W42 4/10 poles to a Cedar Stake and stone another corner to Belle Air thence about East with a large oak and large hickory nearly on the line to a stake and stones in the line of Thomas Clark's and Belle Air and thence N681/2degrees W to the beginning. The said Charles T. Howard conveyance that he has the right to make this conveyance, that said George C. Round shall have quiet possession of said land free from all encumbrances and free from all other persons whomsoever that he will warrant and forever defend the title thereto, that he has done no act to encumber the said land and that he will execute such further assurances as may be requested. Witness my signature and seal – Charles T, Howard (seal)

State of Pennsylvania, County of McKean – I F. M. Bailey Notary Public in and for said county in the state of Pennsylvania do certify that Charles T. Howard whose name is signed to the forgoing writing bearing date on the 30<sup>th</sup> day of January 1879 has acknowledged the same before me in my county aforesaid. Given under my hand and seal of office this 5<sup>th</sup> day of July 1879 – F. M. Bailey, Notary Public. (seal)

In the Clerks Office of Prince William County Court, January 28, 1880. This Deed with certificate annexed was received and admitted to record – Teste, Lucius A. Davis, Clerk

**Hooe vs Dixon & Dixon vs Hooe**

To the Honorable John Scott, Judge of the Circuit Superior Court of Law and Chancery held for the County of prince William in chancery.

Humbly complaining your orator Thomas P. Hooe represents your Honor that sometime in the Spring of 1832, he was engaged in gambling with a certain Henry Dixon, and Cyrus C. Marsteller at cards, and that the chances of the game caused your orator to fall into debt to

the said Henry Dixon in the sum of Eight Hundred and Twelve Dollars and Seventy Eight Cents as the balance of your orators loosing to the said Dixon at the said game with cards called Virgtus.

Your Orator at that time not having the money, executed his single bill to George B. Dixon according to the request of the said Henry Dixon payable eighteen month after date, including in it however the sum of thirty-eight dollars which your orator justly and legally was bound to pay the said George B. Dixon. When your orator gave the said bill most certainly he designed to pay it – though not at the sacrifice of a large portion of his estate, and though he is not sane that at the period of the said gambling he was in a condition, which would have justified an honorable man in playing for so large a sum with him.

Your orator further shows to your honor that a suit has been instituted on the said single bill and a judgment rendered thereon, at May term 1834 on the common \_\_\_\_\_ of the honorable court, a short copy of which judgment is herewith instituted and prayed to be taken as a part of the bill, and your orator further states that an exec----- \_\_\_\_ been sued out on the said judgment, and that your orator's property will be sacrificed (without the interposed of this honorable court) necessity in the present condition of the money market. All which acting and doings are contrary to equity and good conscience and tried to the mag