

Joseph A. Harwood }
Clyde } Judge's Minutes
Hayward Harris }

Plaintiff introduces

- 1 - A deed from the Sheriff of Person County to the plaintiff conveying the property of Neal in a tract of land held by Deft under color of title - deed dated 8th April 1870 - Probate 19th Sept 1870
- 2 - Judge's Roll in Paschall Adams vs Mrs D. Neal - Full Term 1869 - \$82.92, on note of Wylie Royster - endorsed to Paschall Adams. and docketed as of said Term - Execution issued levied on land in controversy, & sale -
- 3 - Mrs. A. Harwood Edm vs Mrs F. Neal Judge for \$82.00 Full Term 1869. Ex. Levy & sale - docketed as of said term.
- 4 - Harwood Edm vs Mrs F. Neal & Wm King. Full Term 1869. Ex. Levy, & Sale - docketed as of said term.
- 5th deed to Deft from Neal 1st of the date of Oct 29th 1866. Probate ~~Oct~~ 30th 1869.
- deed examined.

Charles Smith - Am subscribing witness to deed to Deft - signed it in 1866 - Mrs Neal came to my house

(2)

with the deed - He said he had sold his land to Harris and wanted me to sign as witness - He said he had, also made a sale to his daughter. Harris was not then the son-in-law of Neal but married soon after died so. He said he had sold land to his daughter Mrs Brooks because he owed her for land he had bought in Va.

C. N.

He said that he was compelled to raise money at that time and had therefore sold the land to Harris. The price which he said Harris paid for the land was \$15.00 - That was at least the full value of the land.

R. X.

I thought it was a mighty big price. It was bottom land, new and valuable, but I thought it a high price

B. F. Gentry

- Rented land in question in the fall of 1868 and cultivated it in 1867. I lived on it in 1868 and Mr Neal cultivated it. I rented from Mr. Neal, dealt with him and paid him the rent. - Mr. Neal has been in possession of the land for many years. Think Harris married Neal's daughter in the Spring of 1867. Don't know whether Harris was insolvent in 1866 or not. Heard nothing of his owning land until after I left the place. Mr Neal is now insolvent

B. J. Gentry - etc. - Don't recollect hearing of any
ownership on the part of Harris until I left
the place - Harris left there soon after, when I
left Neal said Harris was coming in.

Hooker B. Sink. Know land in controversy - It is worth about
\$6.00 per acre, good land

20 X The Plaintiff inquires as to statements
made by Neal in Feb. or March, ^{1869 or probably 1869} 1870 - The de-
fendants object - objection overruled - excep-
tion noted

- Had conversation with Neal. He said he
had gone into B. Key, and ^{Harris} Neal got uneasy
about the bond which he had given for the place -
and one night he threw the bond into Harris
lap expecting him to return the bond deed but
he would not or had not done it and now
held both deed and bond. He said he had not
been paid one cent for his land, and that Har-
ris had got it and would now root him out
He said when honestead was laid off - Neal
told me that if ~~he~~ not deeded away his
land for nothing that it would all have been
set off for him. He said that they were trying
to make him pay off these Holloway children
and it was not right for them to be rich and
he remain poor and he said that he meant
to put his property out of his hands so that
it could not be reached

Harris told me 2 yrs ago last Spring that he would clear an old field and put it in tobacco, but the old "Parson" (Neal) objected - Neal has cultivated all the bush of the land on the place all the time, and at one time said while looking at the defendant plowing - "There Harris is plowing there and I will die before he shall plant a rod of it."

Plaintiff Rests.

Henry Wood Harris - Purchased land in Oct. 1866. In 1868 Neal borrowed of me \$700⁰⁰. In 1866 I went to him to get it. He had no money. I then offered to give take land. He said that he would do it if I would pay him \$1500 - for the land. I did it gave him up his note for \$750 - and gave him my note for \$750⁰⁰ and paid that in Oct. 1868 as shown by this receipt - I had not then addressed his daughter and did not marry until June 1867 - I had agreed to remain with my brother for 2 yrs and I told Neal to rent it out and give me the fourth - That was all I wanted - The land which Neal cultivates on the place I rent to him and receive rent from him -

C. X. — Have not summoned Neal as a witness.
Neal destroyed the note which I gave up to
him, he destroyed it in my presence, when
I made the last payment the receipt was taken
and he did not have the note with him.
He did not charge me any interest. —

Sarkis Brooke —

The defendant proposes to show
by the witness that in the Spring of 1867
previous to any connection with the def
Neal's family or the institution of this ac-
tion, he told witness of the purchase
of the land in controversy —

X

Objection overruled — Pliff excepts

In March 1867 the deft told me that he
had bought the land in question — He
was then working on his brother's place —

Def's Rests —

Ray v Alexander 5 Dred 644 —

J. A. Tomwood
against
Henrywood Harris.

St. 187-

Person County

Julyes Minutes

CHAUTAUQUA COUNTY NY HISTORICAL SOCIETY 2013