

Cross-Examination by Mr. Nicol

Q. Mr. Meredith, I understand you to say, that you had a contract with Mr. Lansburgh to cut his timber in 1888; did you ever make any other contract with him? A. I stated that the same contract which we had in 1888 was continued in substance during the year 1889, and part of 1890.

Q. Mr. Meredith was not this continuance of the contract, only by Mr. Lansburgh, accepting statements from you of lumber cut? A. No, sir; I cut and sawed lumber for Mr. Lansburgh during these three years.

Q. Is this the contract you made in 1888, which you say was continued for the years 1889, and 1890 (producing contract) A. Yes, sir. (contract read)

Q. Mr. Meredith did you render to Mr. Lansburgh monthly statements of each bill of lumber sold as required by that contract? A. Yes, sir, I did, I -

(Commonwealth's Attorney) I object to that question; this is not a suit for breach of contract.

(Mr. Nicol to the court) I want to show the reason why Mr. Lansburgh -

(Commonwealth's Attorney) Well, let it go, I don't care -

(witness Mr. Meredith) I believe the accounts rendered by me were satisfactory. I explained to Mr. Lansburgh, at the July settlement, that this lumber, sold King was included in this statement.

Q. Have you that statement with you? A. I have a copy of it.

(By Mr. Nicol) Q. Mr. Meredith did you ever receive a copy of this letter from Mr. Lansburgh?

(Commonwealth's Attorney to Mr. Nicol) Q. What is the date of that letter? A. October 1889

(Commonwealth's Attorney;) I do not know what is in it, but I object to it. It was written in 1889, and can't have anything to do with this lumber.

(Court:) I do not know that it will effect this case, but you can read it.

By Mr. Nicol

Q. Did you receive any notice in addition to this letter not to take any more timber from Mr. Lansburgh's land? A. No sir I did not. The very day I received that letter, I went to Quantico and settled with Mr. Lansburgh, and paid him in full, by selling him two lots located in Washington City, for \$333.00 which more than paid what I was due Mr. Lansburgh. After that he gave me several bills of lumber to saw for him.

Q. When you made the settlement with Mr. Lansburgh on the 6th of July, did you report to him any sale to Mr. King and others? A. I did not at that time show how much I had sold on the yard to each person. I had personally told him that King had bought this lumber, and that it was included in this item of lumber.

(Showing item in statement in book)

Q. What did King pay you for this lumber? A. I sold it for \$9.00

Q. Was it pine lumber? A. Yes, sir, I had no oak

Q. Mr. Meredith, on whose land was this lumber, that you sold? A. It was on a tract of land sold by Mr. Bangs, bordering on the Evans tract.

Q. On whose land was it after it was removed? A. Mr. Lansburgh's I suppose.

Q. Don't you know that it is Mr. Lansburgh's land? A. I say suppose Mr. Lansburgh owns this land, as he swore here in court, some time ago, that he did not know whether it was his or not. (Mr. Sonnehill objecting) (Commonwealth's Attorney protesting)

(Court) Mr. Meredith was not positive, because Mr. Lansburgh was not positive himself.

Q. Where was this timber cut, that was sold to King? A. I think it was cut on the lower Ernest place.

Q. Was not some of it cut on the place you sold Mr. Bangs? A. I do not think it was, but the line between the two tracts is not marked, so I can not say positively, unless it was surveyed.

Q. did you have any right under your contract, to cut any timber from this tract sold by you? A. No, sir.

Q. In removing this timber, did not Mr. Lansburgh remain on his land all the time. A. I think he did.

Q. Then he removed from one part of his farm to another? (A Juror interrupting) Are these several farms, or one farm? A. They are different farms, and are spoken of as such in my contract.

Q. Did you not abandon the place, and move your mill, leaving this lumber on the yard? A. No, sir; I rented the mill to Mr. Cooper and turned my contract over to him, and left Mr. Gray in charge of the yard.

Q. Mr. Meredith, did you know that you could not transfer your contract? A. It was done with Mr. Lansburgh's consent. He said Mr. Cooper could cut the timber, provided, he settled with him, and that he would look to Cooper for pay.