

1071-057

SOUTHAMPTON COUNTY
CHANCERY PAPERS

POPE

VS.

TURNER

11/1871

other surnames: Moore,
Jackson, Joyner, Bishop

Pope

vi.

}

Stat. Rules

Turner

1871 Nov. Remov^d from
Docket

In Southampton County Court

Liza Pope
against
Morganna Turner

Peff

Deft.

1870 Oct 24 Summons & Bond

" Dec. 12 Depositions filed

" " Ct. Ans. filed. Gen. Ref.

1871 Feby 18. Depositions filed.

" Aug 5 Decree declaring Deed null & void for sale of land

" Nov. Decree & Cause removed from Docket

1871 Ant Deer.

Elk bark \$ 5.90

Sh 1.50

Com T. 2.00

Mr Moore wt 30

Lau. 50.00

\$ 59.90

After Costs

Elk \$ 0.86

Lau 15.00 \$ 15.86

Pope
vs } Bill
" } " exhibits
Linn

1870 December Rules

To the Honorable Joseph W. B. Judge of
the county court of Southampton in
chancery sitting

Humtly complaining your oration
Dica Pope sheweth unto your Honor that at
the May term 1869 of the circuit court of
Southampton she obtained a judgment against
John M. Gurly and Silas G. Bishop ^{for \$193} on a bond
due the 19th of March 1858 subject to a credit of
\$3.75 to May 11th 1858 all of which will more
fully appear by a certified copy of the said
judgment herewith filed and copy of the bond
marked A and prayed to be taken as a part
of this bill. Your oration states further that
John M. Gurly dies sometime since totally
insolvent

Your oration sheweth further unto
your Honor that on the 2nd of May 1859 and
sometime after the said John M. Gurly was
inclosed by the aforesaid bond to your oration
he made a deed purporting to be a deed of
bargain and sale whereby for the sum of
thor hundred and fifty dollars he conveyed
to Morganna Turner a tract of land
lying on Flag run swamp containing
one hundred and seventy acres more or less
in fee it being land which the said Gurly had
purchased from William Cobb and Henry
Whitthase all of which will more fully
appear from a certified copy of the said deed
herewith filed marked B and prayed to be taken
as a part of this bill

Your Orator charges and avers that as to her debt this debt from John M Gurley is fraudulent and void which was made to the said Morganna Sumner that is was in reality a deed of gift that no consideration was in fact to the said Gurley from the said Sumner but that the debt was made to hinder delay and defraud your orator out of her just debt that the said Morganna Sumner was a mixed woman of mixed Indian, negro and white blood who lives some twenty odd years with the said John M Gurley as his kept mistress that she never inherited any property that she never made any money by her labour and never had anything except what the said John M Gurley from time to time gave her that a portion of the time she lives on this land where Gurley regularly visits her and where he moves on the west side of Nottoway river to the Glenside she went and lives with him in his house until she left him and came back to the place he gave her to live with one of Gurleys former slaves a negro man

In further consideration whereof and inasmuch as your orator is without relief in a court of law and only entitled to relief in a court of equity where such matters are only cognizable she therefore prays that Morganna Sumner may be made a party defendant to this bill and that the court would compel her as full and perfect answer make to the allegations herein contained as if she had

been summoned more fully and specially interrogated that the court would set aside the deed made by the said Gurley to the said Sumner as fraudulent and void as to your orator and direct the sale of the said land to pay your orator's debt and that the court would grant such other and general relief the justice considered as equity may dictate and the nature of the case may require and as in duty bound your orator will ever pray
Shades p. 9.

Diza Pope

W^m M^r

Margianna Turner

Answer

1870 December Term

The answer of Maryanna Turner to a bill of Complaint filed against her in the County Court of Anichampton County by Diza Pope.

This respondent, for answer to so much of the Complainant's bill, as she is advised it is material for her to answer, for answer thereto, says. That it is true, as alleged in the Complainant's bill, that on the 2nd day of May 1857, Jno: M. Gurley executed to her a deed of bargain & sale for a certain tract of land, therein mentioned. But this respondent expressly states, as is stated in the face of the said deed, that the said grant of the said land was for sufficient and valuable consideration, in good faith paid, in part by money, and the residue by this respondent's services, rendered as a servant and housekeeper for the said Jno: M. Gurley, before the execution of the said deed. The allegations in the Complainant's bill that the said deed from the said Gurley for the said land, was a deed of gift ~~and~~ wholly false and without foundation. This respondent, it is true, had lived with the said Gurley for many years prior to the execution of the said deed; but whether as his mistress or not, that such conduct, however

immoral it may be, she is still not advised
does not and ought not in law or justice to
deprive her of a fair recompense for honest
labor, honestly rendered, at the special
instance and request of the said Gurley,
in the capacity of servant & housekeeper, as
before stated.

And this respondent well knows, and will
be able to prove, that as such servant
and housekeeper, she was of material use,
benefit & profit to the said Gurley, contributing
much to his comfort by her management
of his household, as well as using eco-
nomically his means in housekeeping.
This respondent alleges and is prepared to
show, that many years before the execution
of the said deed to her by the said Gurley,
she had resources, independent of the
said Gurley; that her mother, Nancy Turner,
now deceased, had command of means, in
a liberal manner, for a person living
in humble, but independent circum-
stances.

As to the charge in the Complainant's bill,
that this respondent is mixed-blooded, being
part white, part negro & part Indian, this
respondent has only to say, that she is not
advised, even if it were true, that such

a fact, should debar her of her legal
rights in a Court established to administer
justice ^{alike to all persons & to all races.} But in point of fact, it is not true,
~~so far as this respondent~~; for this respondent,
so far as she has been informed on the subject,
is of white and Indian blood (*See foot of this page)
And this respondent, having answered,
prays hence to be dismissed with her costs
&c.

Morgiana Turner.
Southampton County Court.

This day personally appeared
before me, Geo. J. Kindred, a Commissioner in
Chancery, for the County Court of Southamp-
ton County, Morgiana Turner, whose name
is signed to the above answer, and made
oath that the facts stated in said answer
are true to the best of her knowledge &
belief. Given under my hand this
17th day of December, 1870.

Geo. J. Kindred
Comm'r in Chancery

*But this Respondent now alleges and charges that even admitting
that the said Deed from the said Gurley was in point of fact a
Deed of Gift and not a Deed of Bargain & Sale, it is her
purpose to be, which she does not admit except for the purpose
of showing the total want of foundation of the com-
plainant's demand - That even then this Complain-
ant has no right to seek to set this Deed aside on the
ground that it was made to defraud, delay or hinder
the Creditors of the said Gurley - for, at that time
over 1

the said Jos M. Gurley was reputed to be a man of considerable wealth, being possessed of large real estate and a number of negro-slaves -

He was surely able to pay all past debts and still have the value of the little pittance of land now in controversy left at his own disposal, for sale or gift if he so desired, without violating the laws of his state or his ^{liabilities} ~~debt~~ to any fellow citizen -

Pope

or 3 June

June

To be entered

J. W. N. G. H. J. G. J. G.
August June 1871

Pope
vs } Deane
Turner

This day this cause came on to be heard on the plaintiff's bill answer of the defendant Morgiana Turner general replication Thurt's exhibits and depositions filed and was argued by counsel on consideration whereof the court doth adjudge order and decree that the deed of bargain and sale made by John M Gurley on the 2nd of May 1859 conveying to Morgiana Turner a tract of land containing one hundred and seventy acres be and the same is hereby declared null and void as to the plaintiff's debt of \$193 due 19th of March 1859 and that the sheriff of Southampton after giving at least twenty days notice of the time and place of sale by public advertisement at Jerusalem proceed to sell at Jerusalem on some county court day at public auction to the highest bidder the tract of land lying on Flag run containing one hundred and seventy acres it being the land conveyed by John M Gurley to Morgiana Turner on the following terms to wit sufficient cash to pay the costs of this suit and sale including a fee of fifty dollars to Wm B Shanks the plaintiff's counsel and the balance of the purchase ^{money} on a credit of one, two, and three years equal instalments bonds carrying interest from the time of sale Taking from the purchase bonds with good security and

retaining the title until the further order
of this court and return the said bond to
the court along with his report in
order to a further order of this court

Paper

173 Dean

Truman

To be entered

Swensonhart Judge

Nov. Term 1871

Pope
vs 3 Dean
Tanner

This day this cause came on again to be heard on the papers formerly read and the report of Mr W Briggs sheriff of Southampton made pursuant to a decree of this court entered at the August term 1871 and to which no exceptions have been filed and was argued by counsel on consideration whereof the court doth adjudge order and decree ~~that of the sum of~~ that the said report be confirmed and that of the sum of \$397.98 be paid to Mr B Shanes attorney for the plaintiff the said Mr B Shanes shall pay to Diza Pope the sum of \$358.13cts the amount due on the judgment as per statement filed in this cause and the balance of \$39.32cts pay to Morgiana Turner and I certifying to the court that there is nothing further to be done in this cause it is ordered that the same be removed from the docket

Pope
to } Sumd. Chy.

Turner

1840 Decmber Rules

Executed.

W W Briggs sff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you to summon *Margaret Turner*

if *she* be found within your bailiwick, to appear at the Clerk's Office of our *County* Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in *December next to answer a bill in chancery exhibited against her in our said Court by Dyer Pope*

And have then there this writ. Witness, OSWIN WHITE, Clerk of our said Court, at the Courthouse, this *24* day of *October* A. D., 187*0*, in the *95* year of the Commonwealth.

Oswin White

To Morgianaes Turner

You are hereby notified
that I shall on Monday the 18th day of
December 1870 at the office of Wm B Shames
in the town of Jerusalem between the hours
of sunrise and sunset procure to take
the depositions of Joseph Byrne, James Gully
and John Edwards and others to be made as
evidence in my behalf in a certain suit
now pending in chancery in the county
Court of Southampton wherein I am
plaintiff and you are defendant at
which time and place you may attend if
you see fit

December 5th 1870

D. J. A. Pope

summon

James Gully

Pope
vs. 3
Notice
Turner

J. G. W. Dick appeared before me Geo. D. Winant
and made oath that he did deliver to
Mozes Turner a true copy of this notice
Decr 12th 1870.

Geo. D. Winant
Com. in Chg

To Morgiana Tinn

You are hereby
notified that on the 18th of Feb'y 1871 at
the office of Wm B Shames in the
town of Jerusalem between the hours of
9 A.M. and sunset and to be continued
from day to day if necessary I shall
take the depositions of John Moore and
Wm Cobb to be made as evidence in any
behalf in a certain suit in chancery
now pending in the county court of
Southampton in which I am plaintiff
and you are defendant, at which
time and place you may attend if
you see fit
Feb'y 13th 1871

Dexter Pope

Southampton County to wit }
State of Virginia }

This day William P. Vick personally
appeared before me, ^{Judge of the County Court for Southampton} and made oath that he
left a copy of the within notice to at
Morgiana Turner's house and made the
same to be given under my hand this 14th of
February 1877

James R. Syles,
Commissioner in Chancery

Copy
as 3 notices
Turner

Poppe
vs 3 Deposition
Tanner

1870 December 12th handed
in by J J Kendrick Com

Depositions of John Edwards and others
 Taken at the office of Mr B Shanks
 in the town of Jerusalem pursuant to
 notice duly given to be read as evidence
 in behalf of Diga Pope in a certain
 suit now pending in chancery in the
 county court of Southampton wherein
 Diga Pope is plaintiff and Maryanna
 Turner is defendant in person or
 counsel for plaintiffs and defendant
 Wells Jackson having been first
 duly sworn on the Holy Evangelist
 of Almighty God deposes and says as
 follows

The first year I went to John
 M Gentry to live I went in the house
 which was I think was about thirteen
 years ago this coming March and
 I heard Mr John M Gentry say to Maryanna
 Turner thus before Mr Jackson I give
 you the Flagg's own plantation which
 cost me a thousand dollars for building
 and all, I give you Margaret, I give
 you Lacey, I give Jimmie a man

Question by defendants counsel was that
 the only ~~question~~ conversation you ever
 heard Mr Gentry have with M. Turner
 on the subject

Answer That was the only one

Question Do you know what Mr Gentry
 meant whether he ^{any this property} had given it by
 last will and testament or in what

manum he had done it

Answer I do not know

Question when did Margaret Turner go to Mr Gurly's to live

Answer I do not know

Question In what capacity did Mr Turner live with Mr Gurly did she not superintend his business as house-keeper

Answer she did

Question How long did she live with Gurly after you went there

Answer some four or five years as well as I recollect

Question what reply did Mr. Turner make to Mr Gurly when he told her he had given her this property

Answer As well as I recollect she seemed very well satisfied

Question when did John M Gurly die

Answer some time in March 1870

Question Did John M Gurly leave a will

Answer She left no will that was ever proved

Question when did Mr Turner leave Mr Gurly

Answer she left years before last

Question did Mr Gurly ever put her in possession of the property

Answer No she never did one of

the negroes did and the other was found by the war but she has taken possession of the land in 1868

Question by plaintiffs counsel did not Margaret Turner live with John M Gurly as his kept mistress

Answer she did This answer and question was objected to as leading

Question how do you know she lived there as his kept mistress

Answer because she seemed to have charge of every thing and further this deponent saith not

Willis Jackson
Mark

Joseph Soyner having been first duly sworn deposes and says as follows

Question by plaintiffs counsel have you known Mr. Turner long

Answer I have known her since she was fifteen years old

Question by same Did she ever to your knowledge have any property or did she ever make any

Answer None that I know of and she had no property that I know of

Question How long did she live with John M Gurly

Answer she lived with him and he kept her together upwards of

Thirty years to the best of my belief.

Question by the same Do you know whether she ever did anything to acquire any property.

Answer I do not sir

Question by the same Did she have any property when she went to live with Mr Gundry

Answer She did not

Question by the defendants counsel How do you know she had no property when she went to live with Mr Gundry

Answer I said she has none that I know of she never had any property that I know of except what Mr Gundry gave her

Question Might she not have had money and you not know it

Answer She might

Question for how many years as were a good number did live with him as his housekeeper

Answer between twenty five and thirty years I think

Question by the same When did she leave his employment

Answer about the first of 1868

Question by the same Mr. Loomis can you explain it how Mr Gundry executed his bond to Mr. Loomis

Answer I cannot

Question by the same while Mr. Loomis resided at Mr Gundry's was she not of considerable service

Answer I do not know she might or might not have been I was seldom there but suspect she was

Question might not Mr. Loomis have raised money raised money in some other way than from Mr Gundry

Answer she might but if she did I know nothing of it

Question by the same ^{a gentleman} did not ~~state~~ that Mr. Loomis mother with great liberality

answer he supported her and children and left her a piece of land when he died

Question would you know Mr Gundry's hand writing if you were to see it

Answer no I cannot write

Question by plaintiffs counsel was it not well known that Morgan Loomis lived with Mr Gundry as his kept mistress (question objected to)

Answer Yes

Question by the same did not Mr Gundry support Mr. Loomis and supply her

with servants to wait on her

Answer yes sir

Question by defendants counsel
did Mr Gurley ever get a check by
Mr Tamm

Answer not that I know of
I never heard of any
And further this deponent said not

this
Joseph X Joyner
Mante

With J. C. Bishop having been first duly
sworn deposes and says as follows

Question by plaintiffs counsel Did you
not live by John M Gurley for several
years

Answer I have lived by him for
a long time

Question by The same, did
Maryanna Tamm live with and in
what manner or capacity

Answer she lived with him as his
housekeeper and general reputation said
as his wife

Question did Mr Tamm have as
far as you know any property

Answer none that I know of

Question by defendants counsel did you
consider her services valuable

Answer I should not consider her

services worth but little more than her
her board and clothes she kept the
house in good order

Question by The same are you not
interested in this suit

Answer I am as securing up
John M Gurley to this debt

Question by The same did not
John M Gurley die insolvent

Answer yes I believe so and if
Gurley does not pay it I am responsible
And further this deponent said not

J. C. Bishop

The above depositions were taken before
me a commissioner in chancery for
the county court of Southampton at their
and place mentioned in the caption
given under my hand this 12th of
December 1870

Geo J. Kindred
Comm'r in Chy

The defendants counsel objected to all the
foregoing depositions which attempted to
contradict the statement of value made
in the deed from Gurley to Tamm for the
reason that it attempts to contradict by parol
testimony what is a matter of record

Geo J. Kindred
Comm'r in Chy

Pope

to { Deposition

Turner

handed in by J. R. Tyler
Comm. Feby 18. 1870

The deposition of John Moore taken at
the office of Mr B Shander in the town
of Enniscorthy on Saturday the 18th of Feb^y
1871 pursuant to notice duly given to
be made in evidence in behalf of
Elizabeth Pope in a certain suit in chancery
now pending in the County Court of
Southampton wherein she is plaintiff
and Maryanna Turner is defendant
The said John Moore having been first
duly sworn on the Holy Evangelists
of Almighty God deposes and says as
follows

I reckon it has been some twenty
five years ago when I first became
acquainted with Maryanna Turner about
that time I went home with John M
Gurley and I found her then going about
the house as a house-keeper attending
to her business. I took supper with
Mr Gurley and she sat at the head of
the table & then after supper went to
the parlour and sat until bedtime
when in the same room I then was
carried ^{up stairs in the} ~~into a~~ ~~bed part~~ of the house
and lighted to bed by Lord M Gurley
& then next morning breakfasted and
she again sat at the table & then

been there repeatedly since and found
it the same as ^{women} ~~men~~ waiting on
Maryanna Turner and John M. Gentry
she was there for some years I do
not remember the number. This was the
same ^{place} she now lives on, then John M.
Gentry bought the Mount Pleasant plantation
belonging to James Rochelle ^{Isaac} he then
moved him to that place with him
he then had three slaves who waited
and tended regularly on Maryanna
Turner and a cook to cook for
him and him, they lived in this
manner up to a short time before
his death, I happened over there one
evening she brought me an instrument
of writing and asked me to look at
it, and state that she had wanted Mr
Gentry to give that piece of land and
she asked me to take that and read
it and after I looked over it she
asked me if I thought that was as
good as a deed I told her I reckoned
it would answer for her very well
and she said she had rather have a
deed and I suppose it was twelve months
or it might have been two years after
that I was over there and she told me

that Gentry had given her a deed
they lived there together as man and
wife that is I saw no difference she
came to the table with me and
him and eat and drank with us
I never heard of any board of any
kind or of any expense in any
way between them I have seen his
coat brought up to the smoke house
door must put in it and he told
me himself that it was for her
mother and family that he had to
support them all and he also furnished
her mother with corn I have gone down
with him from public places I have
seen him take his pocket book out
and give it to her and tell her to put
away, she would sit down and open
it and look in it and take out a
\$2.50 or piece of gold or a \$1.50 piece
of gold and tell Mr Gentry she was
going to have it he would tell her
to take the pocket book and put it
away she put the gold in the pocket
and told him she was going to have
that he told her to put the pocket
book away
Evidence by plaintiffs commences

What was Morgiana Tamm color
Answer she was of mixed blood.
(To this question and answer the defendants
cannot object)

Question by the same Do you know
whether Morgiana Tamm owned any
estate when she lived with John M
Gurley

Answer she owned no estate I never
heard of her claiming any I have
no more doubt than that I sit in
this chair that she was her friend
before John M Gurley was
(This latter part of this
question and answer also objected
to by the defendants counsel)

Question by the same Do you know
when she left John M Gurley and under
what circumstances

Answer I do not know in any way
knowing when she left him as well
I recollect in 1864 or 1865 she left and
was absent Mr Gurley told me she
had left him and should soon
come back but she go back and staid
with him for a while about a
year before Mr Gurley died
(This question and answer also objected to by the
defendants)

Question by the same When Morgiana
Tamm left John M Gurley did she not
make an effort to escape with one
of his slaves into the Federal lines
Answer she did
This question and answer objected to
by the defendants counsel

Question by Morgiana Tamm's counsel
How long did Morgiana Tamm live
with John M Gurley before you first
saw her

Answer common report said she
had been living with him some four
or five years but I do not know
This is my own knowledge

Question by the same What are the
services of a house-keeper worth
by the year

Answer I suppose a good
housekeeper is worth some \$30 a
year

Question by the ^{same} ~~plaintiff~~ At the time
this deed was made was not Mr
Gurley considered in good circumstances
and able to pay his debts

Answer I thought he could pay his
debts though he was very much
sick and it was said

Question by the same Did Maryanna
Linn render any service

Answer I see her take her basket
and go to the smoke house and
give out cream and sugar
separately

Question by the plaintiffs counsel

Did you consider Maryanna
Linn's services worth more to
John Maguire than her board and
clothes

Answer Her services were not
worth half her board and clothes

This question and answer objected
by defendants counsel

Question by Defendants Counsel

What do you think the land in controversy was worth
at the time the suit was made
Answer About two or three dollars per acre

John Moore

The above deposition was taken at the

time and place mentioned in the notice
and caption sworn to and John

Moore being blind was read over by
me carefully to him and I signed
it for him at his request given
under my hand as commissioner
in chancery of the county court of
Southampton this 18th of February 1871

Commissioner's fee
for taking deposition
and entering return
attendance \$2.00
Witness John Moore
1 day - 50¢

James R. Tyler, Com^r

Pope

as

Turner

Conjugation

Report

Southampton County Court, August Term 1871.

Dyer Pope

vs.

Mergeanna Turner

Deft.

Deft.

In Equerry

This day this Cause came on to be heard on the Plaintiff's Bill answer of the Defendant Mergeanna Turner, general replication thereto, and ^{Exhibits and Depositions filed} as argued by Counsel, on Consideration whereof the Court doth adjudge Order and decree, that the Deed of Bargain and Sale made by John M. Gurley, on the 2nd of May 1859, conveying to Mergeanna Turner a Tract of Land containing one hundred and seventy acres, to and the same is hereby declared null and void as to the Plaintiff's debt of \$198. due 17. of March 1859, and that the Sheriff of Southampton, after giving at least twenty days notice of the time and place of Sale by public advertisement at Jerusalem, proceed to sell at Jerusalem on some County Court Day, at public auction to the highest bidder, the tract of Land lying in Flay run containing one hundred and seventy acres, it being the Land conveyed by John M. Gurley to Mergeanna Turner, on the following terms, to wit: Sufficiently in cash to pay the Costs of this Suit and Sale, including a fee of Fifty Dollars to W^m B. Shands the Plaintiff's Counsel, and the balance of the purchase money on a Credit of two, two and three years, equal instalments, Bonds carrying interest from the time of Sale, taking from the purchaser Bonds with good Security and retaining the bill, until the further Order of this Court, and return the said Bonds to the Court along with his Report in Order to a further Order of this Court. - Attest, James R. Tyler, J.C.

Pepps Costs

blks Carb	\$5.90	paid	JR. Edwards
Sh	1.50	paid	Wm B. Shands
Coin Tyler	2.00	paid	JR. Tyler
Mr Moore Wkt.	50	paid	
Saw	30.00		
	<u>\$59.90</u>		Recd \$50 Wm B Shands

Lfts. Costs

Blk	\$0.86	paid	JR E
Lyke	15.00		
	<u>\$15.86</u>		
			\$59.90
			<u>\$75.76</u>

In Pursuance of the Decree sold on the 3rd Monday, in October 1871. The Tract of Land in said decree described, on the terms prescribed, and at the sale so made Robert W. Screws became the purchaser by bidding therefor the sum of \$504.80 and the said Screws instead of executing his bond paid the sum of \$504.80 Cash, upon the payment of which I executed a deed with Special Warranty to said Screws; I paid the costs of obtaining and executing said Decree as Mr. Staburns herewith filed which left in my hands a balance of \$393.95

Recd of

Robert W. Screws \$504.80

1871 Nov 20

Wm B. Shands

Which amount I paid to
Wm B. Shands the Plaintiff
Attorney and took his
receipt therefor, which
receipt is herewith filed
as a part of this report.
I am respectfully
Yours
Wm B. Shands

REGISTRY OF STILL.

143 50
 48
 198
 304
 495
 6
 891

Distillery No.

Assistant Assessor,

Division

District.

W W Driggs Comr

In acc with M. Turner Sand fund

1831 Oct 17. By amt sale of Sand — \$504.80
 " " Do " paid to Eley Davis Auctioneer \$5.00
 " " " for working of Taps — 5.50
 " " " Doed to Serrano {
 " " " Commission — 19.09
 " " " Defts & Defts costs — 55.36 105.35
 Bal due to fund — 9399.45

P for advertising 1 50
 9397.95

W W Driggs Comr

(26.)

UNITED STATES INTERNAL REVENUE REGISTRY OF STILL

(To be returned in duplicate to the Assistant Assessor by every person having in his possession or custody. Persons failing to register become liable to a penalty of five hundred dollars and fine of not less than one month nor more than two years, in addition to forfeiture of the still and same shall be set up. Act July 20, 1868, section 5. A copy of each notice on this Form is to be immediately for

LIST OF STILLS *and Distilling Apparatus set up at No.*
the *of* , *County of*
of , *in the*
Collection District of said State, owned by

NAMES OF OWNERS.	RESIDENCE. (Number and Street, if in a city.)	KIND OF STILL
	1037 2192 8863	2345 1120 3

Received for Registry this day of *June* 18*93* (Signed)

Assistant Assessor

Received of W. L. Briggs Sheriff & Commissioner
for a Chancery suit of Pope against Morgan
Turner dec Three Hundred & Ninety seven & 95/100
dollars in full for sales of Land, sold, by said
de cree, after Paying Costs of suit
November 17th 1831

Wm B Shanes
Counsellor for plaintiffs

Debt due 15th March 1858 judgment 193. 72

int 13 years 1 month 137. 91

Costs of judgment 7. 10

Amount due D^y & P^y 358. 13

397. 93 -

358. 13

397. 92

Memorandum
for
Clerk

Memorandum for the clerk

Copy the bond and judgment obtained by Dyer
Pope vs John M Gurly and J. B. Bishop in
May 1859. exhibit A

Copy due 2nd May 1859 from John M Gurly
to Morganna Thomas exhibit B.
and file in papers

Pope

2

}

Exhbt. with bill

Turner

- at -

60 of fur.

\$198. $\frac{72}{100}$.

On demand We promise to pay to Dickey Pope the sum of One hundred and ninety three dollars 72 Cents value received. Witness our hands and Seals this 19th March 1858.

Ino. M Gurley (Seal)
S. A. Bishop (Seal)

May 11th 1858 Rec^d. five dollars and twenty five cents, for shoes furnished my boys, in part of the within note
Diza Pope

Southampton Circuit Court. May Term 1869.

vs Diza Pope

against

Ino. M Gurley & S. A. Bishop

Plff

} In Debt.

Defts

The judgment obtained at the Rules not having been set aside and the plaintiff being now entitled to a final judgment it is therefore considered that the plaintiff recover against the defendants One hundred and ninety three dollars seventy two cents, the debt in the declaration mentioned with legal interest thereon from 19th March 1858 till paid, and her costs by her about her suit in this behalf expended - This judgment is to be credited for

\$5.76 paid May 11th 1858

Plff's Costs \$7.50

A Copy

Teste,

Oswin White Clk

Deed

Bishop

&

Turner

Exhibit with Bill

This Deed made this 2^d day of May 1859, between Jno. M. Gurley of the first part and Morgianna Turner of the second part. Witnesseth, that for and in consideration of the sum of three hundred and fifty dollars in hand paid by the said Turner at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said J. M. Gurley by these presents do bargain & sell unto the said Morgianna Turner all that tract or parcel of land lying on flagoon swamp purchased by the said Gurley from Wm. Cobb & Henry Whitehead containing about one hundred & seventy acres more or less - To have and to hold the said tract or parcel of land unto her the said Morgianna Turner to her and her heirs forever against the claim or claims of him the said Gurley or any person claiming by through or under him. Given under my hand this 2^d day of May 1859.
Jno. M. Gurley Seal

Southampton County In the Clerks Office May 2^d 1859.
This deed of bargain & Sale was acknowledged by John M. Gurley a party thereto and was admitted to record.

Teste

L. R. Edwards Clk

Attest

Teste

Oswin White Clk

Case
no 3
Turner

Note by plaintiffs
counsel

Pope
vs
Turner

Note by plaintiffs counsel

This is a suit instituted by Diza Pope vs
Morgiana Turner to set aside a deed made by
Gusby to Turner.

The facts are these; on the 17th of March
1858 Geo M. Gusby executed his bond for \$193
to the plaintiff, and on the 2nd of May 1859
some twelve months afterwards and upwards he gave
the deed to the defendant showing on its face or
purporting to be for valuable consideration.

The plaintiff claims
and charges that this deed should be declared
null & void, and the land sold to pay his debts
on two grounds

1st That it was as the evidence shows
beyond all controversy a gift, and not a sale for
valuable consideration, and made for the purpose
and intent to hinder, delay and defraud creditors
from what they may be entitled, vide: Code of Vir.
section 1st chapter 118.

2nd That this deed is clearly void
because by 2nd section chap. 118 Code 1860 It says every
gifts conveyance assignment transfer or charge
which is not upon consideration deemed valuable
in law shall be void as to creditors whose debts
shall have been contracted at the time it was made
&c &c, which is this case. Gusby having executed
his bond more than twelve months before he ex-
ecuted this deed to Morgiana Turner.

The only question in the

case is, did Margaretta Turner ever pay anything for this land? she answers she did, but the plaintiff shows, by abundant testimony that she could not have done so.

That she was born indigent and poor; that she inherited no estate; that Gursley supported her and her mother and all her kin; that Gursley lived with her as his kept mistress very much attached to her, - And the language of one of the witnesses they lived together as man and wife.

She never had any property, never accumulated any and was comfortably provided for by John M. Gursley and he intended by this deed of involuntary gift to provide for her permanent support.

But as the law well expresses it, "One must be just before he can be generous" And John M. Gursley had no right to give away his property before he paid his debts.

I think this deed should be set aside under the first section of Chapter 118 as John Gursley was in debt to the full amount of his means at the time he executed it, and it was a fraud on his creditors.

But if the court should doubt on this branch of it, It is perfectly clear that it must be set aside under the second section of the same Chapter, as this debt was contracted some twelve months previous to the execution of the deed that is if the court be satisfied from the evidence that this deed was a voluntary obligation.

Shards
Counsel for Plaintiff