

1916-007 Chancery Causes; Ernest C. Goodrich & Sarah E. Nelms VS George N. Guy,
Isle of Wight County Emily E. Guy & al

234

Will: 1895, Emily G. Wilson, Madison County, Tennessee

other surnames: Wilson,
Smith, Cofer, [Bank of
Smithfield]

5
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY, VA.

E. C. Goodrich et al

vs.

George N. Guy et als.

B I L L.

*March 21 - 1916! Impunction
2nd March Rules 1916
Process returned &c &c.
Also filed with exhibits 0773
Decker mine*

*3rd March Rules 1916
Defendants not appearing
Cause set for hearing*

*C.O.B. 7
Page 337.*

LAW OFFICES OF
NELMS, COLONNA & MCMURRAN
SILBY BUILDING
NEWPORT NEWS, VIRGINIA

good security in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, before the Clerk of said Court in the penalty of \$ ~~500.00~~ ^{500.00} conditioned to pay all costs and damages which shall be awarded against them, or either of them in case the injunction herein mentioned shall be dissolved, and injunction is granted in pursuance of the prayer of the bill within contained to restrain and prohibit the within named George N. Guy, his agents and servants from selling, parting with or otherwise disposing of any of the articles mentioned in Exhibit "B" filed with the complainant's bill in this suit, until the further order of this Court, except the articles of general merchandise carried in the said store, and he is enjoined from disposing of any of the said articles of said merchandise in said store, except in the ordinary course of trade, and he is directed to keep a strict account of each and every article sold and deposit the money received from such sale to the credit of this cause, in the Bank of Smithfield Bank, Smithfield, Virginia, until the further order of this Court. But this injunction shall stand dissolved after the 1st day of March, April 1916, at noon of that day, unless the said injunction shall be continued or perpetuated after due notice of a motion to continue or perpetuate the same.

1916. March 17th

The Clerk of the Circuit Court of Isle of Wight County will enter the foregoing injunction order.

E. W. Robinson, Judge of
the 11th Judicial Circuit

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight March 20th. 1916. The foregoing injunction order was received and entered of record.

Teste, E. W. Robinson Clerk.

ne appointed to take charge of all of the property belonging to the said George N. Guy mentioned and described in Exhibit "B" herewith filed, which has not been disposed of; that the said George R. Smith, Trustee in said deeds of trust, may be removed and another trustee, if it shall be necessary, appointed in his place and stead; that the said George N. Guy and Emily G. Guy be directed to forthwith under the direction of this Court, invest the said sum of \$ 2160 ⁰⁰/₁₀₀, which was received by the said Emily G. Guy from the sale of her Tennessee property, above mentioned, according to the terms and provisions of the said will of the said Emily G. Wilson; that all proper orders and decrees may be entered, accounts taken and all such other, general and further relief may be granted your complainants as to equity shall seem meet.

And your complainants will ever pray &c.

E. C. Goodrich

State of Virginia,

County of Isle of Wight, to-wit:

E. C. Goodrich, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information, he believes them to be true.

E. C. Goodrich

Sworn to and subscribed before me *Jas R Rawee Jr*
a *Notary Public* in and for the County and State
aforesaid, in the County aforesaid, this 14 day of March, 1916.

My com. expires 12/11/1917 *Jas R Rawee Jr*
N.P.

Upon the complainants E. C. Goodrich and Sarah E Nelms or either of them entering into and acknowledging a bond with

enjoined from any further sale of the property mentioned therein, and a receiver appointed to take charge of the said assets, there will be nothing left as security for the said note executed by him to the said Emily G. Guy for the protection of herself and your complainants.

Your complainants further allege that a part of the said articles mentioned in Exhibit "B" have been sold, either on reserve title contracts, or sold, and a deed of trust taken on the same to secure the deferred payments.

In tender consideration whereof, and forasmuch as your complainants are remediless in the premises, save in a Court of equity, where matters of this kind are alone and properly cognizable, your complainants pray that the said George N. Guy, Emily G. Guy, George R. Smith, Trustee, and George R. Smith, Trustee, J. I. Cofer, Trustee, and the Bank of Smithfield, Smithfield, Virginia, may be made parties defendant to this bill and required to answer the same, but answer on oath is hereby expressly waived; that the said George N. Guy and Emily G. Guy may be required to state what disposition was made of the said \$2657.33, mentioned in the deed of trust, Exhibit "B", herewith filed, and for what purpose \$2500.00 mentioned in Exhibit "C", herewith filed, was obtained, and how the same was applied, and for what purpose the said sum of \$_____, secured to be paid to the Bank of Smithfield, Smithfield, Virginia, mentioned in Exhibit "D" herewith filed, was obtained and what application was made of the said funds; and that they may be required to state what disposition has been made of all the property mentioned in Exhibit "B" herewith filed, and to whom the said articles were sold, and if sold on conditional sales contract, or on terms of credit, to whom the same were sold, and to state also whether they were sold for cash or otherwise; that the said George N. Guy may be enjoined from disposing of any of his property of any kind, and especially any reserve title contract or notes or bonds or other evidence of debt secured by deeds of trust; that a receiver may

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of land to be held, as provided by the will of the said Emily G. Wilson; that the horses and mules, farming implements and vehicles on the Milby and Cutchins Farms, mentioned in Exhibit "B" and the seed peanuts, have either been sold off, worn out or destroyed, or greatly diminished in value; that the feed therein mentioned has been consumed; that the hogs and their increase, the cows and their increase on the Milby farm have been practically all sold off and consumed, and no accounting made to your complainants therefor; that the International Engines, buggy, road cart, carts, wagons and hogs on the Minton farm have practically all been disposed of, without any accounting to your complainants; that the entire stock of goods in the store building occupied by the said George N. Guy, has been reduced so that there is but little remaining, and what remains is of such poor assortment and so old as to be of little value; that his stock has not been kept up, nor has he accounted to your complainants for any part of the money received therefor.

That the said George R. Smith, trustee, is the clerk and book-keeper of the said G. N. Guy, and subject to his orders;

That the corn and peanuts mentioned in Exhibit "C" have been removed from the premises and disposed of.

That to whom all of these several things have been sold, your complainants are not advised.

Your complainants further allege that the said George N. Guy has no valid insurance on his stock to protect your complainants interests; that all the property and property rights belonging to the said George N. Guy and Emily G. Guy, so far as your complainants are advised and believe, have been conveyed by trust deeds to secure debts which they owe, and the amounts are sufficiently large to exhaust the same.

Your complainants further allege that the said George N. Guy is continuing the sale of what is left of everything that was embraced in the deed of trust from himself to G. R. Smith, herewith filed, marked Exhibit "B", and that unless he is immediate-

Guy had executed his note to the said Emily G. Guy, and embraced therein not only the amount of money received from the sale of the property of the said Emily G. Guy in Tennessee, but also that which the said George N. Guy had received from his said wife, Emily G. Guy, which she had received as her portion of the proceeds from the sale of the Tennessee property belonging to your complainant, S. E. Nelms, and that the said note was to be held by the said Emily G. Guy under the terms of the provisions of the said will of the said Emily G. Wilson, and that she, the said Emily G. Guy, so held the same and was to hold the same until the fall of 1915, when he, the said George N. Guy would pay the said note and purchase the said real estate, to be held under the terms of the will of the said Emily G. Wilson;

That since the execution of the said deed of trust, Exhibit "B", the said George N. Guy has executed another deed of trust to the said George R. Smith, Trustee, bearing date May 19, 1915, in which he conveyed 85 to 90 acres of peanuts, and 60 to 70 acres of corn, in trust to secure the said Emily G. Guy the payment of the sum of \$2500.00. A copy of the said deed of trust is herewith filed, marked "Exhibit "C", and prayed to be read as a part of this bill.

That on the _____ day of _____, 19____, the said George N. Guy and Emily G. Guy, made a certain other deed of trust to J. I. Cofer, Trustee, to secure the payment of the sum of \$_____ to the Bank of Smithfield, Virginia. A copy of the said deed is herewith filed, marked "Exhibit D" and prayed to be read as a part of this bill.

Your complainants allege that the said George N. Guy is now and has been for the past several years greatly embarrassed and unable to meet his obligations, and your complainants are satisfied and believe that he is insolvent; that he has not paid the said note of \$2657.33 to the said Emily G. Guy, or if he has paid the same, it has not been applied to the purchase of the tract

instead of investing the said money in other real estate in accordance with the terms of the said will, that they would divide the said money equally between them, each taking one-third in fee simple, thus making the same disposition of this fund that had been done in the division of the money received by your complainant, S. E. Nelms, from the sale of the property which came to her under the said will; that in pursuance of said agreement, your complainants endorsed the said check and handed it over to the said defendant, Emily G. Guy, to be deposited by her, and as soon as the check was collected the money to be divided between your said complainants and the said Emily G. Guy; that some time afterwards, the said Emily G. Guy not having handed or sent to your complainants their respective parts of the said fund, they made inquiry as to the reason thereof, when to their amazement they learned that she had collected the said money from the said check and had turned the same over to her husband, the said George N. Guy, who was at that time sorely pressed for money by his various creditors; that subsequently, your complainants learned that the said George N. Guy had executed his note in the sum of \$2657.33, payable to the said Emily G. Guy, February 1st, 1916, and secured the same by a deed of trust bearing date April 3rd, 1915, to G. R. Smith, a copy of which said deed is herewith filed marked Exhibit "B", and prayed to be read as a part of this bill.

When satisfaction was demanded of the said Mrs. Emily G. Guy, and the said G. N. Guy, her husband, for their unwarranted misappropriation of the said funds, they answered that they had not understood that the money was to be divided equally, but that the same was to be invested in real estate, to be held under the terms of the said will of the said Mrs. Emily G. Wilson, as shown by Exhibit "A" herewith filed, and that the tract of land had been selected and that the same would be purchased in the fall of 1915, as soon as one of the owners of the said land should arrive at the age of twenty-one years, and that in the meantime G. N.

#2.

said property should revert to the equal ownership of your complainant, E. C. Goodrich and your complainant, S. E. Nelms, which will more particularly appear by reference to the said Exhibit "A" herewith filed.

Your complainant, the said S. E. Nelms, finding that the repairs and charges in keeping up her said property, and the inconvenience and expense of handling the same at a point so remote from the Town of Smithfield, Virginia, where she resided, were so great, that she concluded that it would be expedient and wise to sell the said property and reinvest the proceeds in Virginia, as she was permitted to do under the terms of the will. Upon disposing of same, it was agreed between herself, the said E. C. Goodrich and Emily G. Guy that instead of reinvesting the said funds, they would divide the same equally, each taking a one-third part; that in pursuance of this agreement, the said money from the sale of the said property was so divided, and one-third of the same was paid by your complainant to the said E. C. Goodrich and one-third to the said Emily G. Guy and she retained the other one-third.

That some time during the year 1914, the said defendant, Emily G. Guy, had an offer for her said property, situated in Jackson, Tennessee, above mentioned, and the same conditions as to repairs and inconvenience and expense of handling prevailing in her case as prevailed in the case of your complainant, S. E. Nelms, after a conference, it was agreed that the property should be sold and the money brought to Virginia and reinvested in real estate, under the terms of the said will; that in pursuance of said agreement, the said property in Tennessee was sold for the sum of \$2160.00 and a check for the said amount in due course of time was received by the said Emily G. Guy, payable to the order of Emily G. Guy, E. C. Goodrich and S. E. Nelms; that before any disposition was made of the said funds, and before the said check was endorsed, your said complainants and the said defendant, Emily G. Guy, mutually agreed that

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

E. C. Goodrich and Sarah E. Nelms

vs.

George N. Guy, Emily G. Guy, George R. Smith, Trustee in a certain deed of trust from Geo. N. Guy, bearing date April 3rd, 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va. on April 6, 1915; George R. Smith, Trustee in a certain other deed of trust from Geo. N. Guy, bearing date May 9th, 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va., on May 20, 1915; John I. Cofer, Trustee in a certain deed of trust from Geo. N. Guy and Emily G. Guy, bearing date the ____ day of ____, 19____, and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Va., on the ____ day of ____, 19____, and the Bank of Smithfield, a corporation created by and existing under the laws of the State of Virginia, with its principal office at Smithfield, Va.

TO THE HONORABLE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:

Your complainants, E. C. Goodrich and Sarah E. Nelms, respectfully represent;

That under the will of the late Emily G. Wilson who departed this life some time in the year 1895, in the State of Tennessee, which said will was proven in the Clerk's Office of the County Court of Madison County, Tennessee, at the March term, 1895, your complainant S. E. Nelms became entitled to a house and lot, situated on the south side of Chestnut Street in Jackson, Tennessee, upon certain conditions set forth in the said will, an office copy of which said will is herewith filed, marked Exhibit "A" and prayed to be read as a part of this bill. By said will it was provided that, in the event she should die without living issue, the said property should revert to the equal ownership of your complainant, E. C. Goodrich and his sister, the said defendant, Emily G. Guy.

By the terms of the said will, the said defendant, Emily G. Guy became entitled to a house and lot, situated on the northwest corner of Baltimore and Cumberland Streets in the city of Jackson, Tennessee. subject to certain conditions set out in said will. By the said will it was provided that, in the event the said Emily G. Guy should die without living issue, the

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C. C. Gentry, et al

2/1 Chancery No 234

George N. Guy et al

Deponent

M. J. Gentry
et al
Deponent

[Signature]

VIRGINIA: CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

3/20 1916

Return of Jury

Toto, *Deponent* Clerk

2

I executed the within summons this the 17th, day of March 1916, in the County of Isle of Wight, by serving a true copy of the same on G. N. Guy, Emily G. Guy, Geo. R. Smith, Trustee, in a certain deed of trust, and on Geo. R. Smith, Trustee in another certain deed of trust, on John I. Cofer, Trustee and on James P. Andrews, President of the Bank of Smithfield, Virginia, all in person and at their residence in said County.

R. Augustus Evans
Sheriff of Isle of Wight, County

700/100
COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon George N. Guy, Emily G. Guy, George R. Smith, trustee in a certain deed of trust from George N. Guy, bearing date April 3rd. 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va. on April 6th. 1915; George R. Smith, trustee in a certain other deed of trust from George N. Guy, bearing date May 9th. 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va. on May 20th. 1915; John I. Cofer, trustee in a certain deed of trust from Geo. N. Guy and Emily G. Guy, bearing date on the ____ day of _____, 19____, and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Va., on the ____ day of _____, 19____, and the Bank of Smithfield, a corporation created by and existing under the laws of the State of Virginia, with its principal office at Smithfield, Virginia, to appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden therefor, on the Third Monday in March, 1916, to answer E. C. Goodrich and Sarah E. Nelms a bill in chancery exhibited by them. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse, this 16th. day of March, 1916.

Teste, A. S. Johnson Clerk.

W
C. C. Goodrich et al
vs
G. N. Guy et al
Injunction order

VIRGINIA: CLERKS OFFICE OF THE
 CIRCUIT COURT OF THE COUNTY
 OF ISLE OF WIGHT
22 1916

Reverend Felix
 Teste Reverend Clerk.

I executed the within injunction, this the 22nd, day of March
 1916, in the town of Smithfield, in the County of Isle of Wight
 by serving a true copy thereof on Geo. N. Guy in person.

R. Augustus Edwards
 Sheriff of Isle of Wight County.

Upon the complainants, E. C. Goodrich and Sarah E. Helms or either of them entering into and acknowledging a bond with good security in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, before the Clerk of said Court in the penalty of \$500.00, conditioned to pay all costs and damages which shall be awarded against them, or either of them in case the injunction herein mentioned shall be dissolved, an injunction is granted in pursuance of the prayer of the bill within contained to restrain and prohibit the within named George M. Guy, his agents and servants from selling, parting with or otherwise disposing of any of the articles mentioned in EXHIBIT "B", filed with the complainant's bill in this suit, until the farther order of this Court, except the articles of general merchandise in said store, except in the ordinary course of trade; and he is directed to keep a strict account of each and every article sold and deposit the money received from such sale to the credit of this cause, in the Bank of Smithfield, Smithfield, Virginia, until the further order of this Court. But this injunction shall stand dissolved after the 1st day of April, 1916, at noon of that day, unless the said injunction shall be continued, ^{or perpetuated} after due notice of a motion to continue or perpetuate the same.

1916-March 17th

The Clerk of the Circuit Court of Isle of Wight County will enter the foregoing injunction order.

C. W. Robinson, Judge of
the 11th Judicial Circuit.

A copy. T. S. C. Johnson Clerk

*The bond herein mentioned has been executed
into Johnson, Clerk*

E. C. Goodrich et al.

Vs) Decree

G. H. Guy et als.

1916
May 3rd
Entered
R.D.W.

We hereby consent to this
Decree.

E. C. Goodrich, et al

By Geo F Whitley.
Atty.

G. H. Guy et als

By E. H. Williams
Atty.

C. O. B. 7, P. 343.

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

E. C. Goodrich et al

Vs

G. N. Guy et als

All matters in this suit having been agreeably settled between the parties hereto, the same is hereby ordered to be stricken from the docket.

1
E. C. Goodrich et al
v { Chancery 234
Geo. H. Gray et al

Memo

VIRGINIA CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

3/6 19 16

Filed

Teste, Al Johnson Clerk

TO THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

E. C. Goodrich & Sarah E. Nelms

Vs

George N. Guy, Emily G. Guy, George R. Smith, Trustee in a certain deed of trust from Geo. N. Guy, bearing date April 3, 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va. on April 6, 1915; George R. Smith, Trustee in a certain other deed of trust from Geo. N. Guy, bearing date May 9, 1915, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Va., on May 20, 1915; John I. Cofer, Trustee in a certain deed of trust from Geo. N. Guy and Emily G. Guy, bearing date on _____ day of _____, 19____ and recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Va. on the _____ day of _____, 19____ and the Bank of Smithfield, a corporation created by and existing under the laws of the State of Virginia, with its principal office at Smithfield, Va.

Issue summons in Chancery to Second March Rules, 1916.

W. J. Nelms
W. R. Hilkey } p. q.

E. A. Goodrich et al
vs ?

H. N. Guy et al

Hall of Emily Gordon

Ex "A" with
Bill

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

3/20 1916
Filed with Bill
Teste, Ad Johnson Clerk.

State of Tennessee

Madison County.

I, J.A. Thompson, Clerk of the County Court of the aforesaid State and County, hereby certify that the foregoing is a true perfect and complete copy of the last Will and Testament of the said Mrs. Emily G. Wilson, deceased as the same appears of record in my office on Will Book "B" at page 10.

Witness my hand and official seal of office at office in Jackson, Madison County, Tennessee.

This Dec. 31st, 1912.

(Signed) J. A. Thompson
County Court Clerk.

Lastly:- I do nominate and appoint my husband Rev. A. R. Wilson as the Executor of this my last Will and testament, without bond- and I do request that he shall pay my funeral Exepnses out of the rents of all the property in his hands-after which he will proceed to divide the property.

In witness whereof I the above named testator do hereunto set my hand and seal this 8th day of March in the year of our Lord, Eighteen Hundred and Ninety Five.

(Seal) Emily Wilson.

Attest {
Mattie Blackard
Lella Blackard.

#4.

nor any of its proceeds from rents or otherwise be subject to the pecuniary liabilities, management or control of either parent or husband- and in the event she should die without living issue said property shall revert to the equal ownership of her brother Earnest and sister Emily-

Seventh:- I give devise and bequeath to Mrs. Lizzie Howard daughter of the late Mrs. Sallie Hughes of Jackson Tennessee my house and lot situated on South side of Chester Street and adjoining the West line of property given to Mrs. Sue McDonald thence running south to the North line of Mrs. Goffs property-thence West to the East line of Thos. Tates property, all of which is given upon the following conditions Viz:- that she the said Mrs. Lizzie Howard, shall not have the power to transfer by sale, mortgage, deed of gift or otherwise said property specified to any person what-soever-neither shall said property nor any of its proceeds from rents or otherwise be subject to the pecuniary liabilities, management or control of her husband, and in case she should die without living issue said property shall revert to the equal ownership of her sister Mrs. Sue McDonald and Emily Goodwin Hughes

Eighth:- I give, devise and bequeath to my husband Rev. A. R. Wilson that portion of my farm (2- $\frac{1}{2}$ miles N.W. of Jackson Tennessee) lying west of the road running North and South which divides the farms and at his death it shall revert to Richard Whitehead nephew of my first husband of the County of Isle of Wight and State of Virginia to have and to hold the same to the said Richard Whitehead, his heirs and assigns forever-

Ninth:- I give, devise and bequeath to my neice Mrs. M. A. Hornsey my household furniture, including pictures, silver and plated ware, bed clothes and wearing apparel- it is my will and I order and direct that the silver ware be divided equally between my neices Mrs. Sarah Nelms and Mrs. Emily Guy, both of Virginia.

Tenth:- It is my will and I order and direct that my husband Rev. A. R. Wilson act as Guardian for Emily G. Hughes and that he keep her at School till she graduates-

#3.

It is my will and I order that said property shall be held in trust for the said Mrs. Sue McDonald by her brother Thomas G. Hughes for the sole use and benefit of her and her bodily heirs- upon the following conditions Viz- that he the said Thos. G. Hughes shall not have the power to transfer by sale mortgage deed of gift or otherwise said property above specified to any person whatsoever- neither shall said property nor any of its proceeds from rents or otherwise be subject to the pecuniary liabilities, management or control of her husband- and in the event she should die with living issue said property shall revert to the equal ownership of her sisters Mrs. Lizzie Howard and Emily Goodwin Hughes- upon same conditions as other property I bequeath to them.

The above described lot is one received from Jas. H. Price in exchange for a lot fronting on Baltimore Street.

I also give, devise and bequeath to the said Mrs. Sue McDonald my house and lot situated on South side of Chester Street and adjoining the West line of property given to Mrs. Sarah Nelms running South to the North line of Goffs property thence West to the East line of property given to Mrs. Lizzie Howard- to be held in trust for her and her bodily heirs by her brother Thos. G. Hughes- all of which is given upon the same conditions as specified above.

Sixth:- I give, devise and bequeath to my niece Mrs. Sarah Nelms of Smithfield, Virginia, my house and lot situated on South side of Chester Street and adjoining the West line of Mrs. O'Hanley's property thence running South to the North line of Mrs. Goffs property- thence West to East line of property given to Mrs. Sue McDonald- all of which is given upon the following conditions Viz: that she the said Mrs. Sarah Nelms shall not have the power to transfer by sale, mortgage, deed of gift or otherwise, to any person whatsoever, said property specified above, excepting it may be exchanged for other property, which shall be subject to the same conditions herein stated- neither shall said property

#2.

Third:- I give, devise and bequeath to my niece-Mrs. Emily Goodrich Guy of Smithfield Virginia my house and lot situated on the North West Corner of Baltimore and Cumberland Streets in the City of Jackson Madison County State of Tennessee all of which is given on the following conditions Viz- that she the said Emily Goodrich Guy, shall not have the power to transfer by sale, mortgage, deed of gift or otherwise said property specified above to any person what-so-ever Excepting it may be exchanged for other property, which shall be subject to the same conditions herein stated, neither shall said property nor any of the proceeds from rents or otherwise be subject to the pecuniary liabilities management or control of either parent or husband, and in the event she should die without living issue said property shall revert to the equal ownership of her brother Ernest and her sister Sarah.

Fourth:- I give, devise and bequeath to Emily Goodwin Hughes daughter of the late Mrs. Sallie Hughes of Jackson, Tennessee, my house and lot situated on South side of Main Street and East of Jackson District Parsonage-running East to Main Street Alley, thence South 83 feet thence West to District Parsonage line, all of which is given upon the following conditions Viz:- that she the said Emily G. Hughes shall not have the power to transfer by sale, mortgage, deed of gift or otherwise, said property specified above to any person whatsoever neither shall said property nor any of its proceeds from rents or otherwise be subject to the pecuniary liabilities, management or control of her husband, should she marry- and in the event she should die without living issue said property shall revert to the equal ownership of her sister Mrs. Lizzie Howard and Mrs. Sue McDonald under same conditions as above given.

Fifth:- I give, devise and bequeath to Mrs. Sue McDonald daughter of the late Mrs. Sallie Hughes of Jackson Tennessee my lot on South side of Main Street joining S. D. Gorham's lot on the West thence running South to James H. Price's line, thence West to the Main Street Alley (Alley is reserved for benefit and use of homestead)

Emily G. Wilson

Will

Proven March Term 1895

Minute Book No. 19 page 571.

} Know all men by these presents,

} that I Emily G. Wilson, of the

} City of Jackson, in the County

} of Madison and State of Tennessee,

} considering the uncertainty of

this life, and being of sound mind and memory, do make, declare, and publish this my last will and testament revoking hereby any other wills made by me previous to this date March 6, 1895-

First:- I give devise and bequeath to my husband Rev. A. R. Wilson, my homestead fronting South on Baltimore Street running from Jas. H. Price's lot on the East West to J. D. Pearsons lot thence North to Jackson District Parsonage and the house and lot hereinafter given to Emily Goodwin Hughs thence east to the said Jas. H. Prices lot to have and to hold the same to him for and during his natural life.

Second:- After the death of my husband the said Rev. A. R. Wilson, I give, devise and bequeath to my niece Mrs. M. A. Hornsey, of the City of Jackson, Madison Co. and State of Tennessee, the aforementioned homestead, excepting one lot on the West as follows, viz Beginning at the East line of J. D. Pearsons lot running East 58 feet thence North to Jackson District Parsonage lot-thence West to the said J. D. Pearsons lot

This above described lot I give, devise and bequeath to my step-son Rev. John C. Wilson, to have and to hold the same to him and his heirs forever- I also give devise and bequeath to my neice, the said Mrs. M. A. Hornsey, my undivided half-interest in the business house and lot on Main Street in the City of Jackson, Madison County, Tennessee, should she die without living issue, said property shall revert to the equal ownership of her brother Jas. H. Price and her sister Mrs. Nannie V. Kidd of Virginia, said property or any of the proceeds from rents or other-wise shall not be subject to the pecuniary liabilities, management or control of either parent or husband-

⁵
E. C. Goddard et al

vs

G. N. Guy et al

Record.

Ex "B."
with Bill

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

3/20 1916
filed *Lezek Reke*
Teste: *Alphhusen* Clerk.

Page 3.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, April 6th, 1915, at one thirty o'clock P.M., this deed was received, and with the certificate annexed, admitted to record.

Teste: A. S. Johnson, Clerk.

A COPY:

Teste: *A. S. Johnson* Clerk.

It is also covenanted that this deed of trust shall secure any note or notes given in renewal, or extenuation, or curtail of the aforementioned negotiable notes.

The said party of the first part covenants to pay all taxes, assessments, dues and charges upon the said property so long as he or his heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$_____ for the further protection of the said Mrs. E. G. Guy or assigns, and in the event of failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above mentioned note or insurance premiums, then, upon the request of the part of the first part, a good and sufficient deed of release shall be executed to Geo. N. Guy, at his own proper cost and charges.

Witness the following signature and seal:

G. N. Guy, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, C. P. Jones, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that G. N. Guy, whose name is signed to the foregoing writing bearing date on the 3 day of April 1915, has acknowledged the same before me in my County aforesaid.

My commission expires on the 23 day of July, 1918.

Given under my hand this 3rd day of April, 1915.

C. P. Jones, N. P.

508
Geo. N. Guy,

To)

G. R. Smith, Trustee.

THIS DEED, Made this third day of April in the year 1915, between Geo. N. Guy, of the County of Isle of Wight, party of the first part, and G. R. Smith, chosen trustee, of the County of Isle of Wight, party of the second part,

WITNESSETH: That the said party of the first part, does grant unto the said party of the second part, the following property, to-wit:

Three horses and two mules, at G. N. Guy's store. All farming implements and vehicles on farms known as Milby Farm and Cutchin Farm, all seed peanuts. Feed of all kinds, all hogs, with their increase on said farms, all cows with their increase on Milby Farm. 2 - 3 Horse International engines, one 6 horse International engines. 1-4 Horse Power International engine with all appurtenances to all engines. 1 Buggy, 3 road carts, 1 cart, 1 low down wagon, 1 single wagon. All hogs with their increase on Minton Farm. The entire stock of goods in store building occupied by G. N. Guy.

IN TRUST, to secure to Mrs. E. G. Guy, the payment of the sum of \$2657.33, evidenced by negotiable note, negotiable and payable at the Bank of Smithfield, Smithfield, Va., due Feby.1st, 1916.

And it is covenanted that in case of default in the payment of the note aforesaid, then sale shall be made at the request of the beneficiary, or his representative, and that said sale shall be made after advertising the same, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of five per cent, of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said note with all accrued interest and legal charges, and pay the balance, if any, as the law directs.

mentioned notes or insurance premiums, then upon the request of the party of the first part, a good and sufficient deed of release shall be executed to Geo. N. Guy, at his own proper costs and charges.

Witness the following signature and seal:

Geo. N. Guy, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, C. P. Jones, a Notary Public for the County aforesaid in the State of Virginia, do certify that G. N. Guy, whose name is signed to the foregoing writing, bearing date on the 19th day of May, 1915, has acknowledged the same before me in my County aforesaid.

My commission expires on the 23 day of July 1918.

Given under my hand this 19 day of May, 1915.

C. P. Jones, N.P.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, May 20th, 1915, at one thirty o'clock P.M., this deed was received, and with the certificate annexed, admitted to record.

Teste: A. S. Johnson, Clerk.

A COPY:

Teste: A. S. Johnson, Clerk.

502
Geo. N. Guy,

To)

Geo. R. Smith, Trustee.

THIS DEED, made this 19 day of May, in the year 1915, between Geo. N. Guy of the County of Isle of Wight, party of the first part, and Geo. R. Smith, chosen trustee, of the County of Isle of Wight, party of the second part,

WITNESSETH : That the said party of the first part does grant unto the said party of the second part, the following property, to-wit:

85 to 90 acres peanuts; 60 to 70 acres corn. These crops on Milby Farm, Minton Farm and Cutchin's Farm, in County of Isle of Wight.

IN TRUST, to secure to Emily G. Guy the payment of the sum of \$2500.00, evidenced by Negotiable note, negotiable and payable at bank of Smithfield, Smithfield, Va.,

And it is covenanted that in case default in the payment of the note aforesaid, then sale shall be made at the request of the beneficiary, or his representative, and that said sale shall be made after advertising the same, terms and place thereof, for ten days, for cash, and out of the proceeds of sale, pay first the cost of sale, including a commission of five per cent of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said note with all accrued interest and legal charges, and pay the balance, if any, as the law directs.

It is also covenanted that this deed of trust shall secure any note or notes given in renewal, or extenuation, or curtail of the aforementioned negotiable note. The said party of the first part covenants to pay all taxes, assessments, dues and charges upon the said property so long as he or his heirs or assigns shall hold the same.

If no default shall be made in the payment of the above

Goodrich et al

vs {

Guy et al

Copy of injunction
bond

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

3/21 1916

Entered Filed

 *Johnson* Clerk

No.

Know all Men by These Presents: That we Sarah E. Nelms

principal

and

E. C. Goodrich,

suret

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

-----FIVE HUNDRED DOLLARS-----

to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

In TESTIMONY WHEREOF, the said Sarah E. Nelms,

principal

and the said E. C. Goodrich,

suret

have hereunto set their hands and affixed their seals this, the

21st.

day of

March, 1916,

A. D. 19

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound defendants in a suit in chancery, in the Circuit Court of the County of Isle of Wight now pending, in which E. C. Goodrich and Sarah E. Nelms are complainants, and George H. Guy, E. G. Guy, G. R. Smith, trustee, John I. Cofer, trustee, and Bank of Smithfield, are defendants, shall sustain any loss by reason of the granting of an injunction in said suit, by C. W. Robinson, Judge of the 11th. Judicial Circuit, of the State of Virginia, on the 17th. day of March, 1916, and entered in the Clerk's Office of the Circuit Court of the County of Isle of Wight, on the 21st. day of March, 1916, ~~then this obligation to remain in full force and virtue, or else shall be void.~~

shall faithfully discharge the duties of his office or trust as such

, then the above obligation to be void, or else to remain in full force and virtue.

A. D. 19

Sarah E. Nelms

[SEAL]

E. C. Goodrich

[SEAL]

Witnesses

[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 21st.

day of March,

19 16

, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

John

Clerk.

A copy,

Test, Robinson, Clerk