

1874-011
Nansemond Co. (Suffolk)

Chancery Causes: Admr of James Goodman etc vs James R. Johnson etc

Hill, Rogers, Brothers, Rabey, Knight, Roberts, Skinner, Voight, Savage, Wilkins, Prentis

THE COMMONWEALTH OF VIRGINIA,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*James R. Johnson, Wm
W. Brothers, Wm H. Brothers, Daniel Wilkins & Jones
Wilkins*

to appear at the Clerk's office of the *County* COURT OF NANSEMOND COUNTY, at the Rules to be holden for the
said Court, on the first Monday in *June* next, to answer

a Bill in Chancery, exhibited against *them*

in the said Court, by *Edward C. Riddick admr. de bonis non with
the will annexed of James Goodman decd John R
Hill Executor of Ro. R. Hill decd & Richard H. Rogers
(suing for Mary L. Rogers*

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office,
this *13th* of day *May* 1871, in the *95th* year of the Commonwealth.

W. E. Cohoon

Clerk of the Court.

Executed June 5th 1871 & a true Copy hereof delivered
to James R Johnson Wm W. Brothers Wm H. Brothers
Daniel Wilkins & James Wilkins

Wm. Eley for D. S.

John W. Johnson's admr
Sale
Wm. Eley admr
Jas. R. Johnson's admr

Do June 5th 1871
Wm. Eley

THE COMMONWEALTH OF VIRGINIA,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*James R. Johnson
William W. Brothers to appear before Commissioner
at John R. Kellys office on 22nd ^{in Suffolk Co} January 1872
to testify on behalf of James Goodman's Admr
& others, in a chancery suit pending in
Nansemond County in favor of
Goodmans Admr &c against said
Johnson & others*

~~to appear at the Clerk's office of the
said Court, on the first Monday in~~

~~Court of Nansemond County, at the Rules to be holden for the
next, to answer~~

~~Bill in Chancery, exhibited against~~

~~in the said Court, by~~

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office,
this 29th of day December 1871, in the 96th year of the Commonwealth.

Willis E. Cohoon Clerk of the Court.

Executed Jan^y 10th 1872 and a true copy delivered to
James R Johnson and Wm M. Brothers, (each)
W H. Eley sheriff

Gradner adm^r te
r Sumner
Johnson trustee,

To meet at -
W H. office in
22^d Jan 1872

(WITNESS SUBPŒNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting :

YOU ARE HEREBY COMMANDED TO SUMMON *J R Johnson, Simon*
Savage, Edw^d Savage, Geo W Skinner and J P B Prentiss

to appear before the Judge *County* COURT OF NANSEMOND COUNTY, at the Court House of
said County, on the *9* day of *June* next, to testify and the truth to say on behalf of
the plffs

in a certain matter of controversy in our said Court, depending and undetermined between

James Goodman's admors plffs v J R Johnson and others

And this the witness shall in no wise omit under the penalty of \$100 each: and have then and there this

Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his Office, this *23*

day of *May* 187*3*, in the *97* year of the Commonwealth.

Willis E. Cohoon

Clerk of the Court.

Executed June 6th 1873

W H Eley

8th

Co Co

Goodman's Adm

W
8th

J R Johnson ad

1/10 June 1873

Deed of deed made by W. W. Brothman
to J. W. Jones for a certain tract
or parcel of land. Oct 11th 1869.
At the instigation of J. R. Johnson Mr. P. Savage
went to Mr B. and offered to pay him

an amount not exceeding the value
of the property Bred &c,

\$1250.00

On demand with Interest from
date I promise to pay unto Wm. H. Brothers
or order the just and full sum of
Twelve Hundred & fifty dollars it
being for value received as witness my
hand and seal. This 1st day of January 1866.

James R. Johnson *Pres*

Test.

Wm. H. Brothers

281

1866

Dec 21st 1870. Rec^d through
the hands of W. H. Brothman. Ruston
nine dollars on within, as part of
for interest

Credit 14 Jan. 1874 = \$94.36 on within.

1874 Oct. 14
Received 13 1/2 per cent of balance
(\$1827.79) of within due 14 Oct. 1874.

A. D. Raby

W. H. X Brothman
or agent

Pay within to A. D. Raby

John A. Johnson
1950.00

Whereas James R. Johnson, by his Deed of Trust, dated and duly recorded in the Clerk's Office of Hanseman County Court, sometime about the month of January 1866, did convey unto William W. Brothers, the Trustee therein named, the following property to wit: a certain piece, tract or parcel of land, with all the improvements thereon, situate, lying and being in the Upper Parish of Hanseman County, Virginia, containing One Hundred and thirty-six (136) acres, more or less, adjoining the lands of Simon Savage, on the West: the lands of James Wright, on the South: the lands of Samuel Baker and Beverly P. Baker on the North, and the lands of Amos Reddick (of Jones) on the East: being ~~that~~^a portion of the tract of land, in which the said James R. Johnson resided.

Also one horse, cart, wheels and gear, two ploughs and gear, all house-hold and kitchen furniture, twelve hogs and their future increase, together with all his crop of corn, peas, fodder & potatoes, and chattel estate of every description: In Trust to secure to William W. Brothers the payment of the sum of Twelve Hundred and Fifty-Dollars due by Bond;—which said Deed of Trust was to be executed, in all respects, as the law directed: And whereas, the original of said Deed, and the Book wherein the same was recorded, were on the 7th day of February 1866, together with the Clerk's Office of Hanseman County, destroyed by fire: Now therefore, this writing is made to ratify and confirm the same: Now therefore, the said James R. Johnson, for himself and his heirs, executors and administrators, does hereby ratify and confirm the said Deed of Trust, and direct that the same shall be executed in all

reflects, as though the same was now here again repeated,
and covenants, that he, the said James R. Johnson, will
ratify and confirm all sales that the said William H.
Brothers, as Trustee as aforesaid, shall make for the purpose
aforesaid, and do all acts necessary to carry into full and
complete execution, the Trust aforesaid.

Witness the following signature & Seal, this 7th
day of September 1869.

James R. Johnson

In the Clerk's Office of Mansfield County Court, the 7th day of September 1869.
This Writing Confirming Deed of Trust, was acknowledged by James R.
Johnson, and thereupon admitted to record.

Teste,

Peter B. Prentiss, DC.

James R. Johnson

Do Writing Confirming Deed of Trust

Wm. H. Brothers, Trustee
for Wm. W. Brothers.

1869
Sept. 7th. Acknowledged
in the Office by James R.
Johnson & Co.

Received Deed Book
No 2. page 129
Tax & recording fees paid

Oct 11th 1869. This day the within Deed is transferred
to A. J. Cady and here accompanying the Deed entered
to the same by the consent of J. R. Johnson.
Witness
James R. Johnson, Trustee.

Patmanth 10^a

Dec. 18th, 1873

John H. Kelly Esq.

Dear Sir:

Ref. yr:

of the 17th, only -

C. P. Roby has
paid us in all \$30 -
\$20 - of which we put to
his credit on the Lohman
matter, & the other \$10 - on
account of the suit
of himself v. Mr. Everett,
therefore, please allow
him a credit of \$20 -
only, & want to be \$30 -
total

Yours as us

D. J. Schuman

Explain to him Roby -

D. J. S.

James R Johnson rec
1873 To Clerk Nausid Leo Leo
ellar To Centre Mo 36. June 1873 72

W E Lockman

Johnson JD

72

Mr James R Johnson

To GEORGE W. SKINNER, Dr.

1873.

CLERK AND TREASURER OF CYPRESS TOWNSHIP.

To 1 Capitation Tax, 50 cts. to defray Township expenses.....

To \$ 225 worth land at 5 cts. on the \$100, to defray Township expenses.....

To \$ ——— worth personal property at 5 cts. on \$100 do do.....

To Assessor's Fees.....

12

Received Payment.

J. R. Kilby
J. F. Mellin

\$ 0112
Collector.

Mr James R Johnson

To **GEORGE W. SKINNER, Dr.**

1873.

CLERK AND TREASURER OF CYPRESS TOWNSHIP.

To 1 Capitation Tax, 50 cts. to defray Township expenses.....

50

To \$~~278~~ worth land at 5 cts. on the \$100, to defray Township expenses.....

29

To \$~~40~~ worth personal property at 5 cts. on \$100 do do.....

05

To Assessor's Fees.....

Received Payment. Recd of J R Kilby

Wm A Mott

\$ 0.84

Collector.

34^c paid by I. R. K

Johnson James D

\$2.36 *Ch*
72

3 08

Mr. James R. Johnson
1873.

Cypress Township,
To Nansemond County Treasurer.

To State Tax on acres land, value \$ at 50 cts. on \$100.....

To State Tax on Personal Property. value \$ 90 at 50 cts. on \$100.....

To State Capitation Tax on / persons, at \$1.00 each.....

Total State Tax.....

To County Levy, 75 per cent. on State Tax.....

To County Capitation Tax on / persons. at 50 cts. each.....

Total County Tax.....

To Parish Levy, 12½ per cent. on State Tax

To County School Tax on Property, 3 cts. on \$100.....

Total County School Tax....

To District School Tax (on property) 4 cts. on \$100.....

Total Tax.....

December 1st, five per cent. added.....

RECEIVED PAYMENT,

J. R. Kilby

Treasurer

Wm. J. Melton Collector

45

1 00

1 45

34

50

84

09

05

12

04

\$2 45
12 com

Johnson Jas R

\$2.45

1874 Jan. 14, Rec^d. of W.H. Ely Cow (thru the
hand of Mr. R. Kelly) Twenty Dollars, which
with \$30 paid my client A. J. Raby, Debt.
in suit of Goodman and v. Johnson & Co
is in full of the \$50, directed by Deem to
be paid me.

\$20.
30

\$50

Edwin Hervey

In Nansemond County Court,

March Term 1873

Ordered that *Ed Riddick* admr of *Jas Grockman* pay unto

Mr E Wright one dollar & ninety eight cts for attending this

Court 3 days and travelling .6 miles above ten in coming

to, and the same distance in returning from said Court, as a witness for *Wm Riddick*
vs *Johnson* et al. *Sept*

TESTE :

W E Cotton

John E. Knight -

paid by Mrs A. K. K. K.
Carr.

Johnson's Land sold

8 Dec 1873 by W.H. Eley Com

to Andrew J. Raby for \$390.00

To 5 per cent on \$300 \$15.00

" 2 do on \$90 1.80

" advertising 1.50

" auctioneer 5.00

" Taxes 6.10

" Costs of rent & attorney 154.04

" Deed to Purchaser 5.00 \$188.44

\$201.56

Defty mts — Jas. B. Jones 1.96

Mrs E. Knipe 3.92

Rd. Knipe 2.00

S. J. Raby 1.00

E. W. Roberts 1.96

Mary E. Butler . 98

W. H. Butler 3.92

15.74

\$185.82

15.74
1.78
17.52
204.18
15.74
188.44
1.78
6.66

188.44
15.74
\$204.18
185.82
390.00

15.06
15
150.00

In the Circuit Court of Newsmend

E. L. Riddick admt of J. Goodman

v

J. R. Johnson ad

Plff }
Chy. }
Dybl }

Statement of Costs

Clerk	\$18.14
Sheriff	9.30
Witnesses	16.62
Commur for taking depts	5.00
Atty & tax	16.00
Total cost of plff	\$65.06

Defendants expenses are:-

Clk - - - \$0.80

Shff - - - 1.40

Wits - - - 15.74

\$17.94

W. E. Cochran

18.14
9.30
5.00
1.00
3.98
16.62
\$54.04
100.00
\$154.04

Goodman adms
M

Johnson

Statement
of
costs

390.00

city 17.52
past atty fee 30.00
cash 10. 50.00
97.52

201.28
97.52
103.76
94.36

188.72
94.36

Purchase money
conts. # 390.00
201.28
188.72
1/2 to Raly, 1/2 to 94.36
94.36

390.00

Cr Raly mts #17.52
1/2 Rendue 94.36
attg 30.00

201.28

17.52

30.00

47.52

153.76

50.00

103.76

1/2 to 94.36

198.12

Gardner Enr to
W.

Johnson to

Statements
filed with
to H. Ely's report

1874 Jan 14. Rec^d of John R. Kelly, ^{for W. H. Eley} Com
seventeen dollars & fifty two cents, the
costs taxed for my witnesses, in the suit
of Goodman admt. vs. Johnson & al.

\$17.52

A. S. Rabey

1874 Jan 14. Rec^d of John R. Kelly, ^{for W. H. Eley} Com
thirty dollars part of \$50. for my attorney
(the \$20 to be paid to him) in the suit
of Goodman's admr vs. Johnson & al.

\$30.

A. S. Rabey

1874 Jan. 16. Rec^d of John R. Kelly, ^{for W. H. Eley} Com
ninety four dollars & thirty six cents, being
one half of net proceeds of sale of James
R. Johnson's land under decree of Court
(Goodman's admr. vs. Johnson & al.)

\$94.36

A. S. Rabey

BOOK, JOB, AND ORNAMENTAL PRINTING EXECUTED WITH DISPATCH.

SUFFOLK, VA.

Decr 13th 1873

Mr W. W. Eley

W. B. Wellons.

D. B. Dunbar.

N. F. McCann.

TERMS CASH.



W. B. WELLONS & CO.,



KILBY STREET.

Nov 8 To 30 8th Sheet-Bills J. R. Johnson land of 1.50
Decr 17th 73 Recd Payms
W. B. Wellons
Per G. M. M. M.

Virginia In the Circuit Court of Henric County Oct - term
1873

Edmund C. Reddick adm of Jas Goodman & Plffs
vs }
James R Johnson defes } In Chancery

This cause came to be heard on the papers formerly
read, and was argued by Counsel by Consent of parties the order
made in this cause, at the August term 1872 of Henric County
Court directing an issue to be made in this cause between be
rescinded, and by like consent the Court with adjudge, order
and decree that Walter H Ely Sheriff of Henric County who
is hereby appointed a Commissioner for that purpose proceed to sell at
auction before the Court House door of Henric County on some Court
day the land referred to in the proceedings belonging to the said
James R Johnson containing one hundred and thirty six acres
more or less adjoining the lands of Simon Savage on the west the
the land of Saml Baker & Berah D Baker on the North, and
the lands of James Vought on the South, the lands of Amos Reddick
(of Josiah) on the East having first given twenty days notice by
advertisement at the Court House door of Henric County, and
by printed Hand Bills, and once a week for three successive
weeks in the Suffolk Herald a newspaper published in
Suffolk and on the following terms: the Costs and expenses of
Suit & Sale including a fee of fifty dollars for the plaintiffs
attorney, and fifty dollars a fee for the defendants attorney, and
the residue on a credit of six months with interest from date
taking bond and good security and retain the title till the
money is paid and when paid to make to the purchaser

a deed with special Warranty for the said land & pay the proceeds as follows, one half to the defendants Andrew J. Kelly, assignee of Wm W. Brothers deed, and the other half as follows, 1st - to Edw^d L. Riddick administrator of James Goodman deed, the sum of \$198.00 with interest from the 13th January 1861 till paid and \$7.92 costs of judgment at Law and if any residue remain, pay the same to John R. Hill Exor of Rev R. Hill deed the sum of \$92.07 with interest from the 27th May 1860 till paid and \$6.98 costs and make report to court.

Copy

25th

Wm L. Johnson clerk

Edw L Riddick adm
James Goodman re

vs

James R Johnson

in court

Oct Term 1873

\$398.00

A. J. Kelly

W. W. Brothers

To the Circuit Court of Nausemond County

The Undersigned, reports to the Court, that pursuant to the decree of said Court made at the October Term 1873, in the case therein pending wherein Edward C. Riadick admr of Jas. Goodman decd, is plaintiff and James R. Johnson & others defendants, he proceeded to advertise the Land of said James R. Johnson as directed by said decree and did on the 8th day of December 1873, sell the said Land before the Court House door of said County on the terms of said decree (and subject to the prospective owner of the wife of said James R. Johnson, when the same (136 acres more or less) was purchased by Andrew J. Raby ~~and James R. Johnson~~ for \$390.00 of which there was paid in cash by said purchasers. and paid to those entitled as follows.

	To 5 per cent Com on \$300.	\$15.00
	" 2 do. on \$90.	1.80
for	To paid for advertising	1.50
to	" " Geo. J. Parker, auctioneer	5.00
to	" " Jones on Land &c.	6.40
to	" retained for deed to purchaser &c	5.00
		<u>\$34.70</u>
to	" paid clerk's fees	18.14
to	" " Sheriff's fees	9.30
to	" " Plaintiff witnesses	16.62
to	" " A. C. Withers, Com. Taking Dep.	5.00
to	" " John R. Kelly pth. atty. for Decree	50.00
to	" " D. J. Goodman Defts " "	50.00
to	" " Defendants witnesses	17.52
		<u>\$201.28</u>
	Andrew	\$188.72
	over.	

By amount brought over

#188:72

~~and for which a Bond executed by said~~

~~Edward J. Raby and W. H. Barker with~~

~~security, payable~~

~~at 12 months after date with interest from~~

~~date was taken is filed herewith for~~

By cash in full of A. J. Raby

#188:72

By cash brought over

#188:72

To paid A. J. Raby one half per cent 94.36

Balance ~~amounts over~~ of \$94.36

Paid to Edward L. Riddick adv. of J. J. Goodman

her attys acct.

Respectfully submitted
W. H. Eley Sh. Hearn
per John R. Kelly. ~~Law~~

1873 Dec. 8 Rec^d of Walter H. Ely Shff. I Cont
the several amts. set opposite our names.

John R. Kelly for a. c. Withers Com	\$5.00
John R. Kelly, for clerk.	18.14
John R. Kelly " Sheriff	9.30
John R. Kelly " Pitts. witnesses	16.62
John R. Kelly fee	50.00
	<u>\$100.06</u>

Rec ^d of. J. Geo D Parker Auc.	5.00
John R. Kelly atty for	
Edw ^d . C. Readick admd	
of Jas. Goodman decd	
	\$94.36

Gordman's adv

27

Jas. R. Johnson & Co

Report of sale

Gordman, Adm'r

Johnson & al.

In reply to the remarks of
Messrs. Gordon & Brooker, att'ys. for Butters, we
do not deem it necessary to discuss the
question at length as to the Testimony of
Johnson —

The Counsel seems to discuss the
matter as tho, it were a contest between
Johnson & Butters, — Both parties to a
fraudulent transaction — If Johnson
were suing to set aside his ~~own~~ fraudulent
Contract, then the argument addressed
to the Court might have more weight, yet
I do not admit that even then, Johnson's
evidence might not be used now as the Law
is (see Brown & al. v. Moloney & al. 21 East
p. 5218. 3 paragraph.

But no argument is needed
to show that Johnson in this case is
a competent witness —

This suit is brought by an
Innocent Creditor, who alleges that the Deed
& Bond executed by Johnson & Butters was to the
prejudice of the Creditor's rights, and Johnson
is introduced & compelled to testify not for
himself, but for the Cr. and he proves the

whole transaction to be a fraud — The case
above referred to in 21st has settled, the
question & I need go no further —

The rule is, where the allegations
in the Bill are positively denied, that two
witnesses or one witness & corroborating cir-
cumstances are necessary to set aside a
Contract — now let us see how this
Case stands

The Bill charges that the
Deed & Bond were without consideration
and were fraudulent &c.

This is admitted by Johnson
& proved clearly & unequivocally by him.

The charge is denied —

Now what is the proof —

Johnson in his Testimony says,

He owed Brothers \$20. but did not give
him the deed & secure that, but that he was
sued & he gave Brothers the deed & save
himself (Johnson) & family whom (of course
he expected Brothers to clear up his property
& finally to let him ~~the~~ have the benefit)

1st Circumstance
a He feared that Brothers, fearing that
in the event of death the Bond & Deed might
be found in his house, gave the Bond & Deed
to Johnson to keep — That after the Clerk's
office was burnt Brothers asked a renewal taken

The testimony of Rev. W. Skinner is
conclusive that the \$1250 was not one, for
he, Brother & Johnson were all together & the
amts. claimed of Johnson was \$250 - to cover
a debt Brother was security for & the \$20. &c.

But Brother refused to release the deed
unless Johnson would include two other
debt - to David Wilkins, & Wiley Parker - what
had these debts to do with the transaction?

Nothing - The inference is that Brother was
going to buy the claims & speculate on Johnson
& this was an attempt to force him into

measures. But with these included he would release
not claiming the \$1250 at all.

Simon Savage also clearly proves
that Brother set up no claim at \$1250.

but only claimed the debt Brother was
security for & the \$20. (Specie debt).

Parents prove that Johnson had the
\$1250 and had had it ever since the
first deed was made (several years)

So that the positive statement
of Johnson & the number of corroborating
facts stated by him, Rev. W. Skinner,
Voight, Savage & Parents are ample
to disprove any fact in the Bill, But
there is no conflict with any thing in
the Bill whatever - ^{in Johnson's account & other evidence} - The facts are simply
denied by a co. debt - and the testimony

of Johnson & these contradictory facts are enough to outbalance the denial of the Setts, Butts, & Raby, according to the case in which above referred to.

The Setts witnesses do not outweigh what Johnson & the other witnesses affirmed here.

Rich^d Knight totally fails to weaken it — on the contrary, strengthens it — for he says "no allusion was made to any deed of Trust" in the conversation referred. But that Johnson said he would be broken up because the house was so old.

How Roberts testimony is of but little moment, he was carried by Raby to be a witness to answer of Johnson as Raby, a shrewd man might just then to catch Johnson.

Raby's testimony shows the fact that he questioned Johnson & that Johnson did not want to be questioned by him & gave evasive answers when shown angry at Raby's course — Such testimony set under such circumstances & contradicted by Johnson is worth but little.

But it is contended that the Bond of \$1250 & deed of Trust had been assigned

to Raby the son in Law of Brothers for \$600.
The property Johnson had was about
\$300 worth yet Raby claims he gave \$600
for the debt - singular trade!!

Johnson never heard of any such
transfer till June 1871 when Raby
wrote the letter in evidence, a letter
evidently intended to intimidate Johnson,
a circumstance of itself which disturbs
all Raby says, and is enough to satisfy
an impartial mind that Raby had
come to the Relief of his father in Law
who had no capacity to work the
matter out, while he Raby with all
the tact of a shrewd man, supposed
he could circumvent Johnson.

The proof is sufficient to show that W.W.
Brothers was not a party without notice - As
the son of W.W. Brothers he knew of the
facts was present when Sarah Brothers
met to arrange the business between his
father & Johnson - when no claim was
set up for the \$1250, but only for the amount
that W.W. Brothers had paid as security for
Johnson & the \$20 note -

Raby is a mere volunteer in the matter - The testimony is sufficient to show this -

It seems to me that the proof shows that the execution by Johnson & Brothers of the Bond of \$1250 was fraudulent - That the facts are established -

But if doubtful then the Court will order an issue - 2 Min. 412 - Marshall v. Thompson - 11 Min. Bullock v. Gordon - 1 R. 249 Knott's Ex. v. Dixon's Ex., & Singley v. McHenry 2 R. 169.

The Exceptions to Mr. Butler's evidence should be sustained - The other exceptions are considered as well taken by plty. atty.

The matter is submitted to the Court

John P. Kelly
p. v.

Goodman's Adm
v

Johnson

note by
L. R. Kelly
p. 2

The Jury are instructed that on the issue submitted to them, they must take the bond and deed of Trust in the proceedings mentioned to be not fraudulent, until the contrary appears; and the burden of proving them fraudulent, is on the plaintiffs,

The Jury are also instructed that they must find that the said bond and deed of Trust are not fraudulent unless the fraud be established by the evidence to their entire satisfaction on clear and conclusive proof.

And if the Jury believe from the evidence that A. J. Ruby became the bona fide holder of said bond prior to the institution of this suit, then they must exclude from their consideration, all the declarations and admissions of Johnson or Broders or both, made subsequent to the time on which they shall ascertain from the evidence, Ruby became the bona fide holder and owner of said bond.

To The Hon. Judge of Hancock County
Court,

The petition of A. J. Ruby
respectfully sheweth, that Edward C. Riddick
adm'r de bonis non with the will annexed of James
Goodman dec'd, and John R. Hill Ex'or of R. R.
Hill dec'd and Rich'd H. Rogers, have exhibited
in the said Court, a bill in chancery against
James R. Johnson, W. W. Brothers, W. H. Brothers &
others, having for its object the setting aside of
a certain deed executed by the said J. R. Johnson
dated some time in January 1866, to W. H. Brothers
conveying certain property therein mentioned
in trust to secure the payment of a certain
bond executed by the said J. R. Johnson to
W. H. Brothers for \$1250.00 -

Your petitioner sheweth, that the said bond
has been before the institution of said suit
assigned to him for value, by W. H. Brothers,
and your petitioner is the owner of said bond,
and he prays, that he may be made a party
dependent to said suit, and that he may have
leave to answer the said bill of complaint
to all other ruling to which he is entitled,
and he will ever pray &c

A. J. Ruby -

by Gideon & Emerson.

Groom an ~~young~~ adir le

2 3

Johnson et al

relative of
a J. Ruby.

Goodman's advice

in §

Johnson &

Exception to deposition taken on behalf of
the plaintiffs - by the depts W.W. Brothers &

Reby,

Exception to deposition of J. R. Johnson - as so
much there is said to contradict or vary his earlier
contracts by the deed of trust & his bond. on the
ground that it is not competent for a person
to vary, or contradict his deed.

Exception to so much of the deposition of Jas.
Vaughan as gives the declarations of Jas R. Johnson,
and also to so much of same as gives the de-
clarations of W.W. Brothers.

Exception to so much of the deposition of J.W.
Skinner as gives the declarations of J.R.
Johnson; as varying with his deed to so
much of the same as gives the declarations of
W.W. Brothers.

Same Exception to deposition of Lemuel Swager

Exception to so much of deposition of P.B.
Preston as gives the declarations of Johnson.

Given structure
for Examinations

Goodman's also

" {

John

Exhibition &
depositions

etc —
for Exhibits

Filed 8 Apr 1872

Depositions of Mrs. Mollie J. Brothers,
Richard Knight, Mr. E. Knight & Geo. W. Roberts.
Taken at the Office of John R. Kelly
in Suffolk, Nansemond County, Virginia
on the 26th day of April 1872, & be
used as evidence on behalf of Mrs. W.
Brothers (and Andrew J. Raby in a
suit in Chancery pending in the
County Court of Nansemond County,
wherein, James Gordon is plaintiff
& is plaintiff (and James R. Johnson, said
Brothers (and others are defendants.
Taken by Consent of Parties

Present Gordon H. Crocker atty. for
Brothers (and Raby, and
John R. Kelly atty. for plt.

The said Mollie J. Brothers being
duly sworn says.

She is the wife of Wm. H. Brothers,
one of the defendants in this suit. Just
before the Christmas of 1870, the defendant
James R. Johnson, came to the house
of my husband Wm. H. Brothers, one
of the defendants herein, and said
he wished to pay him some money on
account of the interest on a deed of

John R. Kilby, Jls. atto. objected
to the taking of Mr. Brothens, Defendant
as she is the wife of W. H. Brothens, one
of the Defendants.

Trust held against him by W. H. Brothens
and did on that occasion pay the sum
of nine dollars to my said husband.

He (Johnson) also said that he thought
my husband was the proper person to pay
the money to as he was the Trustee &
not to the said W. H. Brothens - a
written receipt was given by husband to the
said Johnson, specifying that the
payment of said sum of money was
on account of the deed of Trust -

My (husband the Trustee) gave me the
money and I put it away but don't
what became of the money afterwards.

Cross Examined by John R. Kilby Jls. atto:

On the occasion alluded to, Mr.
Jas. R. Johnson, my husband, W. H. Brothens,
myself were present, W. W. Brothens
was not present.

and further Defendants said not

M. J. Brothens

The said Richard Knight being duly
sworn, says

I know W. H. Brothens
and James R. Johnson, Defendants

herein; Some twelve or eighteen months
ago Mr. Bost ~~also lived with me~~, by my consent
traded a horse of mine with Mr. Raby
for a horse he had in his possession; This
was on a Friday & on Monday he came
back & asked me to trade back with
him, that if I didnt trade back with
him, Mr. Brothers would break him
up & the horse was deed in Trust
to Mr. Brothers by James R. Johnson.

I have since seen the horse in Johnson's
possession - Some month or two after
the above transaction, I saw said
Johnson in Suffolk and he said to
me that if I had not traded back
with Raby, it would ruin him
(Johnson) - the reason he gave was, that
the mare Raby got was so very old. He
made no allusion to any deed of Trust
I did not say that the horse was under a
deed of Trust. ~~Know nothing~~

The day the trade was made, I heard
Mr. Brothers tell said Raby "Did you
know where horse he was trading away -
that he had a deed of Trust on him & if
you trade him away I shall hold you
(Raby) responsible, Raby said he knew
~~where~~ a deed of Trust on the horse. This

is all I know of it -

3 Mr. R. Kelly atty. for plts.
objected to all statements made
by said Richard Knight of a hearsay
character -

(and further deponent says not.
Richard Knight

John E. Knight being sworn says
I know James R. Johnson,
Wm. Butters & Wm. H. Butters parties
to this suit - I know nothing
of the Bond or of said Johnson & said
W. W. Butters; - Some time since -
after the deed of Trust was executed, Wm.
W. Butters one day asked me as I
was passing his house & going towards
said Johnson, to ask Johnson to send
him ~~him~~ (Butters) some money
on the interest on the deed of Trust
- a title would help him, as he was at
that time hard run; I saw Johnson
and delivered the message the same day,
and Johnson told me to say to Butters
"to see the piece of Land over the road
shay himself" - I delivered the
message to Butters, he said if he
sold any he would have to see all

I never heard Johnson say anything more about the matter.

and further deponents said that
John E. ^{his} Knight
mark

Geo. W. Roberts being duly sworn says
I know W. W. Brothers, W. H.
Brothers, A. J. Raby & Jas. R. Johnson.

I was, at W. Johnsons last August &
overheard a conversation between said
Johnson & A. J. Raby, concerning a Bond
of \$1250 which I learned from the
conversation was secured by a Deed of Trust.

I cannot state all that was said, part
I have forgotten — but I heard Raby
ask Johnson, if he, Johnson, did not
request W. W. Brothers to transfer
the deed to him Raby; In this conversation
I heard Johnson tell Raby, that he (Johnson)
had gone, with a gentleman, to W. W.
Brothers to pay some interest or part on
the debt, & that said Brothers refused
to receive it, and he, Johnson, then said
he should not go any more, and that
Brothers might get his money as he could.
That he, (Johnson,) would have no more to
do with it. W. Raby then asked him

something about a law suit then pending.
Mr Johnson said he knew nothing about it.
Mr Raby, asked him, in course of the
conversation, why he went to Mr Brothers
& have a settlement with him, when
he (Johnson) knew that the deed
of Trust had been transferred to him
Raby, - Johnson said, that he thought
if he settled with Brothers, that he
(Brothers) would make it all right
with Raby - Mr Raby said to him that
he understood that he, Johnson, was going
to swear, that he, Johnson, did not owe
Brothers more than \$20. - Johnson's answer
was, "That he would swear to the truth".
Mr Raby told him that he would not
swear to any thing of that kind for his
right arm. Mr Raby also said something
to Johnson about some old creditors, and
remarked to Johnson, that it seemed
that he (Johnson) and his old creditors
were trying to make the deed of Trust
a fraudulent affair - Johnson in
this conversation acknowledged that the
deed of Trust was executed & became the
\$1250 - and in reply to a question of
Mr Raby's said that the Bond & deed
of Trust were executed in good faith &

In value received — In the first part
of the conversation, Raly asked Johnson
if he had not received a letter from
him, to which Johnson said, he had, &
Raly asked him why he had not
replied to it; Johnson said that he
didn't think it worth while.

Mr Raly asked many ^{more} questions to which
Johnson made evasive answers, — Johnson
was then almost speechless ~~and~~ ^{and} ~~very~~ ^{very}
~~also~~ produced I thought by anger.

Cup examined by John R. Kelly, pet. atty.

I happened at Johnson's ^{on that day} ~~there~~ —
It was of a Saturday, I went in a buggy
with said Raly father, requested —

Mr Johnson towards the last of the
conversation, became angry because of
the questioning by Raly & treated Mr Raly
coldly. — I am no relative of any of
the parties nor way interested in the matter

and the Defendant further saith
not.

George W. Roberts

Andrew J. Rabey being sworn
says -

I am a party to this suit; and
I am the ^{assignee &} holder of the Bond of \$1250
executed by James R. Johnson to W.W.
Brothers, & referred to in the proceedings.

The said Bond was assigned to me by
W.W. Brothers about ~~October~~ 1869, & the
Deed of Trust also, - For which I paid
him the sum of \$600, in cash. - The
same day I paid \$600 was, I examined the
property secured & considered that was, as
much as I could invest on it. - I
had every reason that the Bond & Deed were
given for valuable consideration, and for
the amount named in said Bond & Deed.

(1st) From the fact that I knew that the
indebtedness of Johnson to Brothers, ~~must~~
have been \$700 or \$800. - I had been doing
the business between them, until the
breaking out of the war. - This indebtedness
of \$700 to \$800, commenced as far back
as 1852. - (2^d) W.W. Brothers had in-
formed me that \$1250 was the total
of all the indebtedness of Johnson
& the Deed of Trust was executed
to cover the same. - (3^d) Johnson had

(3)

made a similar statement to him; that of course caused me to believe it, & I purchased the same — Nothing has been paid to me except the \$9. referred to herein, which was paid to me by the Trustee (W. H. Brothus) — The Bond has been in my possession ever since the assignment to me on the above first herein stated by me —

after this suit was spoken of, I addressed a letter to Johnson, informing him that I had heard some action was about to be taken to destroy the validity of the Trust, based on evidence that he owned State. I requested him to let me see him or answer me & give me information about it, wishing to know the truth & all, & intimating that it would be to his disadvantage, & that if he was going to take sides against us I swear as I had heard he intended, that then I should close the Trust, otherwise not — I recd. no reply to the letter, & afterwards I called on him at his home, he was not at home at first or his wife said — I told his wife what I called for, — Very soon Johnson arrived & I then stated what I called for, & first asked him if he had recd.

a letter, ^{from me} relative to the Bond & deed of
Trust he had given W. W. Brothers, and
which had been transferred to me; He
said he had - I then asked him why he
had not answered it, he said it did not
think it worth while - I commenced
asking him questions, & intended to puzzle
✓ him as well as I could I summarized the
whole matter - I asked him if he had
not informed me, on several occasions
of his indebtedness to Brothers, he said he
had - I asked him if there was any
thing wrong about the transaction, or any
fraud, he said no - I told him I
had taken it for genuine, & didn't he
consider it as such - He said he did,
& acknowledged that the Bond had been
executed in good faith, & the deed given
as security, & that when he ~~made~~ made the
deed, he left out ~~some property~~ property to pay
his other creditors - That Brothers had been
his best friend - He expressed wonder
that such a report should get out that
he was going to swear that he didn't owe
Brothers anything; & I asked him
if the report was true, He denied it,
swore on his day that he did owe W. W.
Brothers \$20. - I asked him if he

was going to swear that he didnt owe
Brothers, ^{but} the \$20 - — he did not answer
the question directly, but evasively - I then
remarked ~~then~~, that if I was in his
place, from my knowledge of the facts,
I wouldnt swear to it for my right
arm. He then commenced & related
that he had made a visit to Brothers
for the purpose of settling the matter,
took along a gentleman & money, for
the purpose of Compromising & settling
the Deed of Trust, & that Brothers
wouldnt settle with him, & that he
shouldnt try to settle with him any
more, & that he was done with it. I then
asked him why he went to Brothers ^{& settle} as
Brothers was not the proper man, & that
I had the papers in my possession,
he said yes, he knew that, but he
thought that if he settled with Brothers
that Brothers would make it all
right with me. — I asked him
during the conversation, if he didnt think
he had treated me with contempt
in refusing my letter by, when he knew
that I was the Claimant of the Debt, he
seemed to hope he hadnt, that he didnt
know any thing of the law suit or the

removal as to what he was going to mean to.

I, in the last of the conversation, endeavored to find out what he would testify to if the matter should come up in court as it has; I could not definitely find out - my questions seemed to me so much to the point, he declined to answer.

I thought he had his fears, as to implicate himself, in giving testimony that would reflect in my favor - I then turned him loose & departed. I told him I thought I was satisfied as to the course he would pursue, & left him -

and deponent further saith
A. J. Rabey

Wauseon and County to wit.

I, John R. Kelly, a Notary Public in and for said County, State of Virginia do certify that the foregoing depositions were taken at the place & on the day above set forth.

Given under my hand
this day & date above

John R. Kelly
Notary Public

Gordman Adam

N.

Johnson Sal.

Depositions

Filed 26th Apr 1872.

James R. Johnson, Wm W. Brothers, Wm H. Brothers, Andrew
J. Raby, Leanne, William & Emma, William
To ~~the Sheriff of Stansbury~~ *James R. Johnson*

Take notice that ~~we~~ shall on the 22^d day of January, 1872, next, at
the office of John R. Kelly in Suffolk
Harrison Co. Va between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of James R. Johnson, ~~and~~
_____ and others, to be read as evidence in *our* behalf, in a certain *suit*
in chancery, depending in the *County* Court of *Harrison*
County, wherein *we* _____

_____ are plaintiffs, and *you* _____
_____ are defendants; and if from any cause the taking of the said
Depositions be not commenced on that day, or if commenced be not concluded on that day, the
taking of the same will be adjourned and continued from day to day or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully,

To the Sheriff of Harrison
County to execute.

Edmund C. Reddick *adms*
Debn's son with the wife
annexed of James Goodman
de. d., John R. Hill ex. of
No. H. Hill de. d. & Richard N.
Rogers, sum for Mary L. Rogers
By John R. Kelly their attorney

Executed January 10th 1872 and a true copy delivered to
James R Johnson, Wm W. Br^others Wm H. Brothers and
J. Raby Daniel Wilkins & Jonas Wilkins. (each)
Wm Ely shuff

Gordon's Sam: doc
M } note to
Doc's copy: on
22^d Jan'y 1872
Johnson doc

Doc's copy: on
22^d Jan'y 1872
Johnson doc

(WITNESS SUBPÆNA) CIVIL.

THE COMMONWEALTH OF VIRGINIA,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

George W Skinner
and Simon Savage

to appear ~~before the Judge~~ *at John N. Nelson's Office in the Town of Suffolk*
in said County, on the *27* day of *July* ~~next~~, to testify and the truth to say on behalf of

James Goodman's administrators &

~~in a certain matter of controversy in our said Court, depending and undetermined between~~ *a party*

James R. Johnson & others

And this the witnesses shall in no wise omit under the penalty of \$100 each; and have then and there
this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this *20th*
day of *January*. 1872, in the *96th* year of the Commonwealth.

Willis E. Cohoon Clerk of the Court.

Executed January 20th 1892 and a True copy delivered to
George W. Skinner and Simon Savage (each)

W. A. E. Bay

Strength

As. Goodman's Act
vs } Cums

James R. Johnson

To Meet at Prob. Ct. ^{clerk}
Office

James R. Johnson, Esq.

Dr Sir.

I have been recently informed that there are steps about to be taken by some of your old creditors to obtain accep to the property mentioned in a deed of trust to W.H. Brothus for the benefit of W.W. Brothus, which Deed of Trust and Bond accompanying the same was endorsed to me by your consent. Now sir I am entirely ignorant as to the basis of the action about to be taken by the creditors referred to. and wishing for you and all parties concerned in the trust to have justice done there, I request you to come to see me at your earliest opportunity - as I have not the chance to visit you just now. - I have information which I can impart to you that can be turned to considerable advantage so far as you are individually concerned in this matter. I expected when this trust and debt was turned over into my hands to allow you every favor my circumstances would admit. and I still wish to be your friend. consequently if you wish any favor shown you in this case you will do well to see me at an early day. If you will be the man you have been and ought to be. for aught I know - you need not apprehend any evil so far as the debt and trust is concerned. Let me see you soon. side down to my house - I close with these remarks. - A hint to the vice is sufficient.

Yours very Respectfully &c
A. J. Raby

June 14th 1871.

The deposition of
Taken at the office
of John R. Kilby, in Suffolk, Hanseman
County, V.^a on the 22^d day of January
1872, between the hours of 8 a. m. and 6
p. m. of that day, to be read as evidence
on behalf of the plaintiffs in a suit
in Chancery pending in the County
Court of Hanseman County between
Edmund C. Riddick adm. &c. his exors
with the will annexed of Jas. Goodman
decd. & others plaintiffs, and James R.
Johnson & others defendants, taken pur-
suant to the annexed notice.

The said James R. Johnson being
duly sworn on the Holy Evangelists of
Almighty God, deposes & says, as is set
forth in the answers below.

1st Question by John R. Kilby, plaintiffs'
attorney. How old are you? where
do you reside, and are you the
defendant in this case?

Answer — Sixty one last February, —
Reside in the upper part Hanseman
County, and I am one of the de-
fendants in this suit.

2nd Question, by same, Are you the same
James R. Johnson who executed the decd. of
Trust to W. H. Brothers

Trustee for W. W. Brothers about the month of January 1866 & confirmed by writing dated 7th Sept 1869 & filed as exhibits "A" with the Bill in this case and are you the same person who executed the bond of \$1250 as referred to in said papers.

Answer, - I am. -

3rd Question by same

State what the said bond was executed for, what was the consideration of the same, - whether you then owed W. W. Brothers that amount of \$1250 or any other amount of money, and what became of the said bond after you signed it, and state generally all the circumstances about the execution of said bond & deed, & its subsequent control & management, & the reasons for the execution of the same,?

Answer, - I ~~did~~ owed him \$20 dollars and did not give him the bond for \$1250 to secure that debt, I was being sued by my creditors, and left out 300 acres of land to satisfy them, (my creditors) and gave Mr Brothers a deed of trust, to secure myself and family a home,

Answer,

I owed nothing to Mr Brothers but the \$20 above referred to. and about six days after the deed of trust was executed Mr Brothers came home and said that probably he might die and ~~this~~ ^{his} adm'r., might not know how the matter stood between ~~them~~ ^{us}, and that you (Johnson) had better take the bond & keep it - & I accordingly did take it from Mr Brothers, and I held on to the bond until after the clerk's office was burnt, when Mr Brothers requested me to come down and execute another paper, which I did, when Mr Prentiss was writing the second deed of trust, and came down where the amount should have been put in, he asked Mr Brothers for the bond, he replied that I (Johnson) had the bond, and I had the bond at home, and had had it ever since the first deed was made, I went home & delivered it the same day the second deed was written to W. W. Brothers, the son of W. W. Brothers, for the said W. W. Brothers, I executed the deeds & bonds for the purpose of securing myself a home, & Mr Brotherly held the deed as my friend, & if the 300

acres paid ^{my} ~~his~~ other debts Mr Brothers
was to release the deed of trust home.
Since then I made a friend and Mr
Brothers had paid \$197.37 as security
for me. I went to Mr Brothers and
offered to pay him all that I owed him
he refused to take it, and I said to him
Billy you know that I do not owe
you a dollar on the deed of trust
he said no I know it, ^{it} is a worthless
deed of trust. George W. Skinner
Simon Senage & Edward Senage, were
present at this conversation, I asked
Mr Brothers if he would transfer this
deed of trust to Mr Simon Senage, &
he refused. Mr Simon Senage offered
to pay Mr Brothers the amount which
he (Brothers) had paid as security
for me, Mr Brothers told him he would
meet him Mr Senage in Suffolk, and
Mr Senage did meet him and offered
him the money which he (Brothers)
refused to take

4 Question by same. At the time the bond appeared
was executed for \$1200, did you enter
into, or have an accounting or settlement
of matters with said W. W. Brothers by
which you fell in his debt the said

sum of \$1250, or did you at that time owe said W. W. Brothers any amount of money, for which the said bond was executed, and was the said deed & bond executed to secure or indemnify the said W. W. Brothers any sum that he was then your security for?

Answer. I had no accounting or settlement with W. W. Brothers and did not fall in his debt the \$1250 at the time referred to, I did not owe him any amount of money at that time for which the deed and bond was given, nor was the deed executed to indemnify or secure the said W. W. Brothers for any money for which he was security for me.

Question by same

When did you become aware that Andrew J. Raby set up any claim to the debt of \$1250, as assignee of said W. W. Brothers, and what connexion is said Raby to said Brothers?

Answer. I became aware of it by means of a letter sent to me by Andrew J. Raby, (which letter is identified by the witness and bears date, as of the 14th of June 1871. and is hereto annexed)

And the said W. W. Brothers married
the mother of Andrew J. Raby, and
he Raby, is his Brother's, son-in-law,
6 Question by same.

When and where did the conversation
take place, between you and W. W.
Brothers, above referred to, at which
Geo. W. Skinner et als. were present?

Answer. In Mr W. W. Brothers' house, soon
after Xmas in the year 1871. —

Exceptions taken by counsel for
W. W. Brothers W. W. Brothers and Andrew
J. Raby to so much of the foregoing
answers of the deponent as state
that the said deed of trust and bond
were given without consideration
and that he (the deponent) did not
at the time of executing the said
deed & bond owe any thing to the
said W. W. Brothers —

And the defendant Andrew J. Raby
excepts to so much of the answer to
the third question, as gives the de-
clarations of W. W. Brothers, —

1st Question by G. F. Crocker Defendants counsel.

Did you not think that there was some
impropriety in making the deed for
the purpose of withholding the property
conveyed from your creditors?

2nd Question excepted to by Jno. R. Kilby plff's
counsel.

as it seeks an opinion from the witness rather than to prove a fact,

Answer, I did not. —

2nd Question by same,

Why did you not think that there was some impropriety in seeking to withhold your property from your creditors, although to do so you acknowledge by your bond to be indebted to Mr Brothers, when you now say that you are not so indebted?

Excepted to by Mrs. R. Kelly plffs. counsel on the same ground, as stated in the last exception. —

Answer, I left out property enough to secure my creditors as I thought when I made this deed of trust to Mr Brothers, I did not think it improper to seek to withhold the balance of my property from my creditors,

3rd Question by same.

When you confirmed the original deed by your second deed filed as an exhibit marked "A" did you still think that you had property enough not embraced in the deed to pay your other creditors?

Answer, I did. —

4 Question by same

Who wrote the first deed of Trust?

Answer George W. Skinner,

5 Question by same

Did he not on the occasion of writing the deed, ask you whether the deed was given for valuable consideration and did you not then reply that it was?

Answer, He did not ask any such question nor did I make any such answer.

6 Question by same. Have you made any payment on the said bond of \$1250 since its execution?

Answer I have not, I made payment of \$9.00 interest on the \$2000 note, and W. W. N. Brothers credited it on the \$1250 bond. And further this deponent says it not.

James R. Johnson

The further taking of ^{these} depositions is deferred until Thursday next at the same time and place in motion of plaintiffs counsel

A. C. Withers

Geo.

Geo. C. Hanson

To other witness appearing, the further taking of these depositions is continued until Saturday the 27th of January, at the same time and place

A. C. Withers Geo. C. Hanson

Office of Jno. R. Kilby Suffolk Co. —

Saturday the 27th February 1872. The taking of these depositions is continued in this day Jno. R. Kilby counsel for defendants being present at the same place and between the same hours first above mentioned, Jas. Wright ^{having} ^{affirmed} ^{God} ^{affirms} and swears as follows:

1 Question by Jno. R. Kilby

How old are you & where do you reside and are you acquainted with W. W. Brothers and Jas. R. Johnson parties to this suit?

Answer, I was forty two last birth day, I reside in Haverhill County. I am very well acquainted with W. W. Brothers and Jas. R. Johnson parties to this suit, they live in sight and are near neighbors of mine.

2 Question State anything you have heard Jas. R. Johnson say relative to a deed of Trust for \$1250 executed by him to W. W. Brothers, the subject of controversy in this suit?

Answer, I have heard Jas. R. Johnson say that Mr. Brothers had nothing against him, and he spoke at the time with reference to the deed of Trust first referred to.

3 Question State any conversation you may have had if any, with W. W. Brothers relative to said Deed & Deed of Trust. —

answer. I met Mr. Brothers one day in the road since the commencement of this suit and he asked me if I had heard Jas. R. Johnson say that that was an honorable deed of trust that he had made to me for \$1230? I said no sir, I had not. He said (Brothers) a gentleman had told him so, and that if I (Vaight) would certify to that fact that he would make the claim that I was security on, ^{for} ~~against~~ Johnson good, I told him that I could not swear to anything of that sort, that I had never heard it, I then stated to him that I had heard Johnson say that the deed of trust that Brothers had represented as debt & was intended to secure a home for his ^{from his creditors,} family, but further this dependent sayeth not.

James Vaight

George W. Skinner ^{Having} ^{affirmed} ~~Being~~ duly sworn on the Holy Evangelists of Almighty God, ^{affirms} ~~deposes~~ and saith as follows:

1st Question by Jas. R. Kilby.

What is your age, where do you reside & are you acquainted with W. W. Brothers & James R. Johnson parties to this suit?

Answer. I am forty nine my last birth day. Re-
side in Mansfield County. I am ac-
quainted with W. W. Brothers & James
R. Johnson referred to above.

Question by same.

State any remarks you have heard of
any, made by W. W. Brothers relative to
the debt of \$1250 the subject of contro-
versy in this suit, & when made & where?

Answer. On the 11th of March 1871 I was at Mr W. W.
Brothers house together with Mr Simon
Savage. Edward W. Savage and James R. Johnson
and Wm. H. Brothers. and went there at the
request of Mr Simon Savage to transact
the business between him, Johnson
& Brothers, the business referred to was
to transfer the deed of trust in con-
troversy from Mr W. W. Brothers to
Mr Simon Savage. it being understood
between Johnson & Savage that Savage
was to advance money on the property
conveyed to Mr Johnson to the amount
of \$300 ⁰⁰/₁₀₀, out of which Johnson
said that he (Johnson) was to pay
W. W. Brothers about \$250 ⁰⁰/₁₀₀, which
\$250 ⁰⁰/₁₀₀ I learned from James R. Johnson
and the said W. W. Brothers was to be ap-
plied to the payment of a judgment.

in the Clerk's Office against said Johnson
to which the said W. W. Brothers was se-
curity amounting to about \$200⁰⁰/₁₀₀.
which Brothers had already paid -
and also \$20⁰⁰/₁₀₀ due by Johnson to the
said Brothers in specie for money
borrowed soon after the war. -

✓ Brothers objected to transferring the
Trust for two reasons, the first
was that he Brothers did not know
the exact amount of the claim spoken
of as being in the Clerk's Office, the
second objection, unless Johnson
would ^{pay to him the said} ~~consent for him~~ Brothers
to ~~pay~~ two other debts, one to Mrs
Daniel Wilkins, the other to Mrs
Wiley Parker that he the said Brothers
would not transfer the deed of Trust
to Mr Senage. Mr Johnson asked Mr Brothers
if this debt of about \$200 in the Clerk's
office and this specie debt of \$20. was
not all that he owed him? And Mr W-
W Brothers said that it was, ~~Mr Senage~~
Here the matter ended for that time, Mr
Brothers, saying that he would see me
after March. Cant when he would con-
sult his lawyer and ascertain the
amount of the debt in the Clerk's Office

I saw him on Wednesday after Court, and he refused to transcribe the deed except on the terms herein before mentioned, which not being agreed to by me, it ended the matter finally, And further this deponent says etc not.

G. W. Skinner

Simon Savage Being duly sworn in the Holy Evangelists of Almighty God deposes and saith as follows:

1st Question by Same

What is your age where do you reside & are you acquainted with W. W. Brothers and James R. Johnson parties to this suit?

Answer My age is forty seven my last birth day. Reside in Mansfield County and am acquainted with Mr. Brothers & Mr. Johnson.

2^d Question State any remarks you have heard if any, made by W. W. Brothers relative to the debt of \$1250 the subject of controversy in this suit, & when made and where?

Answer I was present at W. W. Brothers at the same time with Mr. Johnson, Mr. Skinner, Mr. Edward Savage, and I concur in the statement this day made by

Geo. W. Skinner in his foregoing deposition in my presence. on that occasion I offered to pay W. W. Brothers all that he had against Mr Johnson and take the deed of trust, he said the deed bond of \$1200 would be of no account before, but afterwards said that I would be obliged to have it, & make the deed of trust of my account. On that occasion Brothers made no claim to the \$1200 as a separate debt, but only claimed the security debt, and the specie debt. referred to before, the negotiation here ended and further this deponent says etc not.

Simon . Savage

Peter O Prentiss being duly sworn in the Holy Evangelists of Almighty God depose and saith as follows:

1st Question, by same

State what you may know of the execution of the deed by Johnson confirming the deed of trust executed by him to W. W. Brothers trustee for W. W. Brothers and any conversation that you then had with said Johnson or Brothers?

answer. I wrote the original paper of which
Exhibit "A" in the cause is a copy, &
which is dated the 7th Sept. 1869. —
Whilst Mr Johnson & W. W. Brothers
were present in the Clerk's Office
before me, I asked them where the
bond of \$1250 referred to in the old deed
of trust was? Mr Johnson replied
in the presence of Brothers, that it
was at home with his old papers;
I do not remember the exact language
and conversation used at the time but
I was fully impressed from what
transpired at the time that it was
a bogus concern,

And further this deponent said to wit:

Peter B. Prentiss

Geo W Skinner the deponent already sworn
being recalled states as follows:

I said to Mr Johnson when I first wrote the
deed of trust, that it is a dangerous thing
to make a deed of trust, unless the whole
of the debt was due, to which he replied,
I owe Mr Brothers this amount of \$1250 & wish
you to write me a deed of trust conveying
my home place and chattel estate to secure
him, leaving out my other lands for cred-
itors, and I wrote the deed accordingly.

State of Virginia Town of Suffolk, County of
Hansemond Switz:

I A.C. Withers a Commissioner in Chancery
in the County aforesaid, in the said State
do hereby certify, that the foregoing dep-
ositions were duly taken, sworn to and
subscribed before me, at the times and
places mentioned therein pursuant to ^{notice} annexed.
Given under my hand this the 27th January
1872.

A.C. Withers
Com. In Chcy. for the
Co. of Hansemond Co.

Witnesses

Present. -

James R. Johnson

Geo. W. Skinner

James Wright

Simon Sorage

} One day
" each

Comus, fee \$ 5.00

Paid by P'tys. Atty.

Jan. 29th 1872. A.C. Withers.

Com. -

Goodmans Admors

to } Depositions

Johnson &c

1872. Feb. 1st Road under
Seal from Commissioner

R. A. Donnell D.C. H.C.

Gordman Exor.

v

Johnson & al.

This cause came on to be heard on the papers formally read, and by Consent of parties, the order made in this cause at the August term 1872 of Stansmond County Court directing an issue to be tried in this cause be rescinded: and by like Consent the Court doth adjudge, order and decree that Walter H. Eley, Sheriff of Stansmond County, who is hereby appointed a Commissioner for that purpose, proceed to sell at auction before the Court house door of Stansmond County, on some Court day, the Land referred to in the proceedings, belonging to the said James R. Johnson, containing one hundred and thirty six acres, more or less, adjoining the Lands of Simon Savage on the West; the Lands of James Wright on the South; the Lands of Saml. Baker & Beverly P. Baker on the North: and the Land of Amos Riddick (of trial) on the East: having first given twenty days notice by advertisement at the Court house door of Stansmond County, & by printed Handbills and once a week for three successive weeks in the Suffolk Herald, a newspaper published in Suffolk, and on the following terms; the costs and expenses of suit & sale including after of \$50 for the plaintiffs attorney & \$50. after for the Defendants' attorney, and the residue on a credit of ~~six months~~ ^{twelve} months, with interest from date

taking Bond & good security, retain the title till
the money is paid, and when paid to make to the
purchaser a deed with special warranty in
the usual form for the said Land: and pay
the proceeds as follows, One half to the ~~plaintiff~~
defendant Andrew J. Rely a signer of Wm.
Brothers deed, and the other half as follows; first
to Edward C. Riddick admr of James Goodman
deed the sum of \$198. with interest from the 13th of January
1861 till paid & \$7.92 cts of judgment at law, & if any
residue remain pay ^{thereof} ~~the same~~ to John R. Hill Executor
of No. R. Hill deed. the sum of \$92.07 with interest
from the 27th May 1860 till paid & \$6.98 cts,
and make report to Court.

Goodman adms

n.

Johnson fac

1873

Oct. cr. cr

Decece for sale &c

To be entered

Geo. Blom.

T

Entand

We commit to this Dean

John R. Kelly atty

for pttts.

Gordman's Edward L
n

Johnson tal.

1872

Aug. 21. Decree

To be entered.

Theodore S. Garnett Jr.

Edward C. Radcliff administrator of the estate of
with the will annexed of James Goodman
decd, John R. Hill executor of R. R. Hill
decd and Richard H. Rogers, suing for,
Mary L. Rogers -

17

James R. Johnson, W. W. Brothers,
W. H. Brothers, Leanne Wilkins and
James Wilkins,

On motion of A. J. Raby
he is allowed to file his petition, and it is
ordered that this suit proceed in the name
of the said A. J. Raby as one of the de-
fendants, and leave is given to the said
A. J. Raby to file his answer to the
complainants' bill -

to the owner's
order

}

to the owner's

To be on hand
S. P. M.

Entered Sept. 11th 1871

Edward C. Riddick admr. de bonis non
with the vice admr. of James Goodman
decd, John R. Hice Executor of Ro. R. Hice
decd, Richard H. Rogers (sueing for Mary L.
Rogers,

n.

James R. Johnson, Wm W. Brothers, Wm H.
Brothers, Leanne Wilkins & Mary Wilkins

On the motion of James R. Johnson
he is allowed to file his answer in this
cause, which is accordingly filed,

~~And on the motion of the plaintiffs
It is ordered that Wm W. Brothers Wm H.
Brothers be summoned to appear at the
September term of this Court, to show cause
why an attachment, should not issue
against them for failing to file
an answer to ~~the~~ the Complainants'
Bill in this cause.~~

Gordon's adv to
n.

John, m. sul

1891
14
any cl. order

To be entered
Theodore S. Garnett to

Jan 10

Nansemond County, To Wt.

To Wm. H. Brothers Constable of said County.

I hereby Command you to Summon James R. Johnson, if to be found in your District, to appear at Gwynes Chapel, S. House the 20th. day of September 1866. before me or some other Justice of the said County, as may be then and there to try this Warrant, to answer the Complaint of Daniel Welkins upon a claim of money not exceeding Fifty Dollars, exclusive of interest: to wit, the sum of Twenty four dollars and seventy five Cents, duly note, and then and there make return of this warrant. Given under my hand this 19th. day of September 1866.

Summon

E. C. Riddick, J.P.

Daniel Welkins } 20th. day of September 1866.
15⁴ } Judgment. that the Plaintiff recover
James R. Johnson } of the Defendant, Twenty four dollars and seventy five Cents, with interest from the 1st. day of January 1862, till paid and \$2.45 for his costs.
G. W. Skinner, J.P.

I hereby Certify, that the foregoing, is a true Copy from the original, now on file in the Clerk's Office of Nansemond County Court.

Filed

Peter B. Prentiss, Clerk

Jdg^t docketed 20th Nov 1866.

Daniel Wilkins

vs Copy Indgt. &c

James R. Johnson

" 7 "

(3)

20 Nov 1866

Nansmond County, To Wct:

To Wm. H. Brothers Constable of said County:

I hereby command you to summon James R Johnson. -
Jas Wright, if to be found in your district to appear at
Giles Chapel S. House the 20th. day of September 1866.
before me or some other Justice of the said County, as may
be then and there to try this warrant, to answer the Com-
plaint of Jonas Wickins, upon a claim of money not
exceeding fifty dollars, exclusive of interest to wit. for the
sum of Forty Dollars and - cents, due by note, and then
and there make return of this warrant. Given under
my hand, this 19th. day of Sept. 1866.

E. C. Riddick, J.P.

Jonas Wickins } 20th. day of September 1866.
vs } Judgment. That the Plaintiff Jas.
Jas. R Johnson } ~~R. Johnson~~ recover of the Defendant,
Forty Dollars and - cents, with interest from the 16th day
of August 1858, till paid, and \$3.25 for his cost.
J.P.

I hereby Certify, that the foregoing is a true Copy from the
original, now on file, in the Clerk's Office of Nansmond
County Court.

J.E.H.

Peter B. Prentiss. Clerk.

Judge docketed 20th. Nov 1866.

Jonas Wilkins

vth { Copy Judgt. &c

James R. Johnson

9 Eth

3

70 New St.

A Judgment, obtained in the Clerk's Office of Nan-
smond County Court, and Confirmed at a Court held
and Closed for said County, on Tuesday the 9th day of
March 1869.

Richard H Rogers, who sues for the benefit and
at the Costs of Mary L Rogers Plaintiff,
against J In Debt.

Edward Riddick and James R Johnson. Defendants.
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 twenty five dollars, the debt in the declaration men-
tioned with legal interest thereon from the 8th day of
July 1861. the said, and his Costs by him, at and his suit,
in this behalf expended; and the said Defendants in
mercy &c

Atty.
J. B. P.

Peter B. Pientis. Clerk.

Costs:

Clerk \$2.68

Att. Tax 3.00

Shff. 1.00
\$ 6.68

Docketed: 1869. March 15th.

Richard H. Rogers, who
sues for the benefit, and at the
Costs of Mary L. Rogers
vs E Copy Indgt

Edward Riddick and James
R. Johnson

"D"

(L)

9. 11. 1869

A Judgment, obtained in the Clerk's Office of Nassau
mond County Court and Confirmed at a Court, held and
closed for said County on Tuesday, the 13th day of Nov
ember 1866

John R. Hill Executor of R. R. Hill deceased Plaintiff
against) In Debt

Edward K. Riddick & James R. Johnson... Defendants.

The Judgment, obtained at the Rules, not having been set
aside, and the Plaintiff being now entitled to a final judg-
ment, it is therefore considered that the Plaintiff recover-
against the Defendants, Ninety-two dollars and seven
cents, parcel of the debt, in the declaration mentioned, with
legal interest thereon from the 27th day of May 1860 till
paid, and his costs, by him about his suit in this be-
half expended. And the said Defendants in mercy to,

a Copy
Filed

Peter B. Pentis. Clerk

Costs:

Clerk \$2.48

Att. Fe 3.50

Shff 1.00
\$6.98

Docketed 1866. Nov 20th

John R. Hill, Exor^t of
Ro. R. Hill dec'd

vs. } Co. Judge

Edward K. Riddick &
James R. Johnson
"C"

2

13 Jan 1866

A Judgment obtained in the Clerk's Office of the Circuit Court of Nausemond County and Confirmed at a Court held and Closed for said County, on Thursday, the 18th day of October 1866.

Edward L. Riddick administrator de bonis non {
with the will annexed of James Goodman deceased } Plaintiff
against } In Debt.

James R. Johnson, James Roundtree and Miles Roundtree Defendants.

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 eight dollars, the debt in the declaration mentioned, with legal interest thereon from the 13th day of January 1861, to be paid and his costs by him, about his suit, in this behalf expended. And the said Defendants in Mercy be.

A Copy
in
Teste.

Peter B. Prentiss Clerk

Costs:

Clerk \$2.92.

Att. to 3.50

Shff 1.50
\$7.92

Docketed 1866. Octo 23rd,

Edward C. Riddick, adm^r
of James Goodman dec'd

v^a { Co: Judgt:

James R. Johnson, James
Roundtree and Miles Roundtree

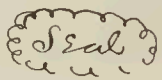
" B "

1

1864 1866

Whereas James R Johnson, by his Deed of Trust, dated and duly recorded in the Clerk's office of Nansmond County Court, sometime about the month of January 1866, did convey unto William H Brothers, the Trustee therein named the following property to wit: a certain piece, tract or parcel of land with all the improvements thereon, situate, lying and being in the Upper Parish of Nansmond County, Virginia, containing one Hundred and thirty six (136) acres, more or less, adjoining the lands of Simon Savage on the West, the lands of James Beight on the South, the lands of Samuel Baker and Beverly P. Baker on the North, and the lands of Amos Riddick (of Josiah) on the East, being a portion of the tract of land, on which the said James R. Johnson resides, also one horse Cart, wheels and gear, two ploughs and gear; all household and kitchen furniture, twelve hogs and their future increase, together with all his crop of Corn, peas, fodder, potatoes, and Chilled estate of every description. In Trust to secure to William W. Brothers, the payment of the sum of Twelve Hundred and Fifty Dollars, due by Bonds, which said Deed of Trust, was to be executed in all respects as the law directed. And whereas the original of said deed, and the book wherein the same was recorded were on the 7th day of February 1866, together with the Clerk's office of Nansmond County, destroyed by fire. Now therefore this writing is made to ratify and confirm the same. Now therefore the said James R Johnson, for him self and his heirs Executors and administrators, does hereby ~~and~~ confirm the said Deed of Trust, and direct that the same shall be executed in all respects as though the same was now here again repeated, and covenants that the said James R. Johnson, will ratify and confirm all sales that the said William H Brothers, as Trustee as aforesaid shall make for the purpose aforesaid, and do all acts, necessary to carry into full and complete execution, the Trust aforesaid. Witness.

the following signature Seal. this 7th day of September
1869:

James R. Johnson, 

In the Clerk's Office, of Nassau and County Court,
the 7th day of September 1869:

This writing confirming Deed of Trust, was acknowledged by
James R. Johnson; and thereupon admitted to record.

Teste: Peter B. Pentis W.C.

A. Copy. - Teste:

Peter B. Pentis. Clerk

James R. Johnson

To { Copy Writing Confirming Deed of Trust

Wm. H. Brothers, Trustee for Wm. W.
Brothers.

"A"

Gordman's adm to
Jae M

Jay R. Johnson &
& Exhorts

all - P. R. H. for the
e - to say —

Goodman's Exm.

v

Johnson &c

This cause came on this day to be again heard on the papers formerly read from the report of W. H. Ely, made pursuant to the decree of the Oct: Term 1893, in this cause - to which report there is no exception, and was argued by Counsel. On consideration whereof, the Court both confirm the said Report and both adjudge, order & decree that the proceedings had in this cause be confirmed & made final between the parties; and nothing more remaining to be done in this cause, it is ordered to be removed from the docket.

Goodman adv

or

Whom the

1874

May Cir. "

Final decree

To be entered.

Geo. B. W.

Entered

The answer of James R. Johnson to a Bill in chancery exhibited in the County Court of Nassau County by Edward C. Riddick admr. Debnis um with the will annexed of James Goodman decd. others, against him others.

This Respondent says that, it is true that he executed the deed of Trust to Wm H. Brothers, Trustee for Wm W. Brothers to secure the \$1250 as stated in said Bill

That the several judgments referred to as having been obtained against this Respondent and as set forth in said Bill are for genuine honest debts.

This Respondent admits says that the Bond which he executed for the \$1250, was entirely without consideration was fictitious & intended to prevent his other creditors from disturbing him - That the deed of Trust was also executed to secure said debt was without consideration & intended to hinder & delay & prevent his other creditors from selling him out -

That when he executed the said Bond & deed of Trust he owed Wm W. Brothers nothing, and the said Bond & deed were not intended to provide or ever any debt to which said

Wm W. Brothers may security or in
any wise bound for -

That the said Wm W. Brothers
should not as against his other just
creditors have the benefit of said deed
& Bond.

(and having answered
James R. Johnson

stare curiam County to wit.

I, John R. Kilby a Notary
Public in & for said County do certify that
on this day James R. Johnson, personally
came before me, in said County & made
oath that the foregoing answers & the facts
therein are true. Given under my
hand 28th July 1891.

John R. Kilby
Notary Public

Gordman Adm'r

M

Johnson tal.

Answer of
 Jas. R. Johnson

Goodman's debt or

7 }

Johnson & Co

This defendant says, that the bond in the Complainant's bill mentioned executed by J. H. Johnson to W. W. Brothers for \$1250. bearing date on the 1st day of Jan 1866, was in ~~Oct~~ 1868 assigned by the said W. W. Brothers to this defendant for valuable consideration, and that this defendant is now the holder of the said bond, and that the said bond is due in full except a credit of \$9.00 received on the 24 Decr. 1870. That it is true that the said J. H. Johnson did on the 1st day of Jan. 1866 execute the deed in the bill mentioned to W. W. Brothers to secure the payment of said bond.

This defendant has been informed, and he believes and therefore says, that the said bond was made by J. H. Johnson to W. W. Brothers on valuable consideration, and that the said deed was on like valuable consideration, and that the said bond and deed were made bona fide - and without any intent to delay, and defraud the creditors of the said J. H. Johnson -

If, however, it be true that the said bond and deed were made with the intent to

delay hinder or defraud the Creditors of the said
J. H. Johnson, it was unknown to this defendant,
and he had, no notice of any such fraudulent
intent on the part of the said J. H. Johnson,
W. H. Brothers and W. W. Brothers or any
of them - He therefore claims that the
assignment of the said bond to him is good
faith and for valuable consideration,
entitles him to the benefits of the said
Trust, -

This defendant knows nothing of the
judgments of the Comptroller, but
presumes that the facts stated in relation
to them are true -

And being Answered L.

W. J. Rabey

Subscribed & sworn to

before me this 11

Sept 1871.

H. E. Lohman

Clk

Goodman's
~~for~~ adm't r

7 }

Johnson r

Ans. 7

A. J. Ruby.

Sept 11th 1891

Filed

The Answer of W.H. Brothers to a bill
of Complaint Exhibited against
him and others in Hancock County
Court by James Goodman's Adm'r
et al

This Defendant for
Answer says,

That it is true that
R. Johnson
James ~~Johnson~~ made the bond, and
executed the deed in the bill
mentioned - and that this defendant
is the Trustee in said deed named.

This defendant denies that the said
bond was made with valuable
consideration, and that the said deed
was with valuable consideration,
and that the said bond & deed
were executed by the said J.H. Johnson
with the intent to defraud, hinder
and defraud his creditors - On
the contrary this defendant knows
the fact that the said J.H. Johnson
was before the making of said bond,
largely indebted to W.H. Brothers -
and that on the day of making the
said bond, the said J.H. Johnson
and the said W.H. Brothers had
an accounting - and after the said
accounting the said J.H. Johnson

informed this defendant that
he owned W & B Brothers #1250 - &
requested him to draw up a
bond, which this defendant
did -

Anthony ~~Alvord~~ ^{Alvord} ~~Alvord~~

W & B Brothers

Subscribed & sworn to

before me this 11 Sept

1871 H E Cooper clerk

Goodman's (Alvord)

23

Johnson

Ans. to
W & B Brothers.

telw Sept 11th 1871

The answer of W. W. Brothman to a bill of complaint exhibited agst: him & others in Chancery Court, by James Goodman's admr. et al.

This Deft: in answer says:

That it is true that James R. Johnson made the bond executed to deed in the bill mentioned, and that this Deft: is the beneficiary in the said deed & was the holder & owner of the said bond until the assignment of the same by this Deft: to R. J. Rely for valuable consideration.

This Deft: denies that the said bond was made without valuable consideration & that the said deed was without valuable consideration, but declares that said bond & deed were made upon full & valuable consideration. This Deft: also denies that the said bond & deed were executed by the said J. R. Johnson with the intent to defraud, hinder & defraud his creditors. On the

Further this Deft: says, that the said
J.R. Johnson was, before the Ma-
-king of the said bond, legally in-
-debted to him in the amount of
the bond. Not on the day of making
the said bond this Deft: & the said
J.R. Johnson had an accounting
& at that accounting it was
found that the said J.R. John-
-son was indebted to this Deft:
in the sum of \$1250⁰⁰. And
this Deft: says that the consid-
-eration of said bond & deed, was
principally, for money loaned by
the said Deft: to the said J.R.
Johnson; for security money to
be paid for the said Johnson,
to amount of about \$200⁰⁰,
which has since been paid
by this Deft: And for an open
account standing between this
Deft: & the said Johnson, to-
-gether with the difference of
discount between the money
loaned - it being gold & silver,
& greenback, at the time of
the execution of the said deed.
And having answered &c.

Wm W. X Brothers

Sworn to & Subscribed
before me this 9th, Oct 1871.

Willis E. Bohannan Clerk

Gordman ad
r
Johnson L

Oct 7th 1871 filed

Ans of W. W
Brother.

Oct 7

To the Hon. Theodore S. Garnett Jr. Judge of the
County Court of Hants County.

Complaining shew unto the Court
your Complainants Edward C. Riddeck
administrator de bonis non, with the will
annexed of James Goodman decd; John R.
Still Executor of Ro. R. Still decd; Rich^d N.
Rogers (for Mary L. Rogers);

Your complainants respectfully
represent to the Court and say;

(1st). That James R. Johnson of said County
on the day of January 1866, executed a Deed
of Trust to Wm H. Brothers, as Trustee, to secure
a debt of \$1250, to Wm W. Brothers & conveyed
a tract of Land in said County containing
one hundred and thirty six acres, more or less
adjoining the Land of Simon Savage, on the West;
the Land of James Wright, on the South; the
Land of Saml Baker & Beverly P. Baker on
the North; and the Land of amos Riddeck
(of Imiah) on the East: also one horse cart
wheels & gear, two ploughs and gear, all household
and kitchen furniture, lime hogs and their
future increase, together with all his crop of corn,
peas, fodder & potatoes and chattel estate of
every description, — which deed was duly recorded and
burnt by fire with the Clerk's office, was again
renewed by writing Dated the 7th of September 1869

and rendered on the same day — a duly certified copy of which last writing is filed herewith & marked "A".

(2^d) Your Complainants, further say, that Judgments have been obtained by your Complainants and others against said James R. Johnson, and others, as follows:

(1). By your Complainant adm. &c. of James Goodman decd. as aforesaid for \$198. with Interest from the 13th day 1861 till paid & \$7.92 cts, against said James R. Johnson, on the 18th Oct. 1866, in the Circuit Court of Stanswold James Roundtree & Miles Roundtree, & was duly docketed in the County Court clerk's office of said County on the 23rd day of Oct. 1866 — a duly certified copy of said Judgment is filed herewith marked "B"

(2^d.) By your Complainant John R. Stice Executor of R. A. Stice decd for \$92.07 with Interest from 27th May 1860 till paid & \$6.98 cts, against Edward R. Riddick & said Jas. R. Johnson, in Stanswold County Court on 13th Nov. 1866 & duly docketed as above on the 20th Nov 1866 — a duly certified copy of which Judgment is filed herewith marked "C"

(3^d) By Richard H. Rogers (suing for the benefit of Mary & Rogers), against Edward Riddick & said James R. Johnson, for \$125. with Interest from the 8th day of July 1861 till paid & \$6.68 cts, on the 9th of March

1869 & duly docketed as above on the 15 March 1869
— a duly certified copy of said Judgment is filed
hereunder marked "D"—

3^d That in addition to the Judgments in favor
of your Complainants, the following other two
Judgments have been duly docketed, against the
said James R. Johnson. — to wit: In favor of
Israel Wickens, a Justice Judgment for \$40.
with Interest from 16th Aug 1858 till paid \$13²⁵
Cents, which was docketed as above on the 20th Nov. 1866
— a copy of which Judgment is filed hereunder marked
"E"— In favor of David Wickens, a Justice
Judgment for \$24.75 with Int. from 1st Jan'y
1862 till paid \$2.45 Cents — docketed as
above on the 20th Nov. 1866 — a duly certified copy
of which is filed hereunder marked "F"—

4th Your Complainants say that when the Deed of
Trust aforesaid was executed by said James R.
Johnson aforesaid, he also executed a Bond to
said William R. Brothers for the said sum
of \$1250 — That at that time the said
James R. Johnson did not owe to said Wm. R.
Brothers the said sum of \$1250 or any part thereof
but that the said Bond & Deed of Trust were wholly
fictitious and without any valid or legal
consideration, and were executed to hinder, delay
& defraud the Creditors of said James R. Johnson
and especially your Complainants — That

The several debts due your Complainants were due before the execution of said Bond & Deed of Trust to Wm. W. Brothers —

Your Complainants pray that the said Bond & Deed of Trust may be declared void, and that the real estate aforesaid may be declared as liable to the judgments aforesaid, which your Complainants say are liens on the same from the day they were respectively docketed as aforesaid, and that the said James R. Johnson, Wm. W. Brothers, and Wm. H. Brothers, may solemnly set forth and make known and say what, if any was, the consideration for the said Bond & Deed of Trust of which he received fifty dollars, and whether the same was not intended to prevent the creditors of said Jas. R. Johnson from getting the benefit of said property ~~and whether the same~~

In your Complainants say that the said judgments are yet unpaid and unsatisfied — In consideration whereof and as this Court has power to grant all adequate Relief — To the End your Complainants pray that the said James R. Johnson, Wm. W. Brothers, Wm. H. Brothers, Daniel Perkins & Jonas Perkins may be made defendants hereto, and be required to answer the

allegations herein on oath, and particularly
 may the said James R. Johnson and Wm.
 W. Brothers, set forth, answer and say
 what the consideration of said Bond & Deed
 of Trust was? whether for money loaned,
 or money due or otherwise? and whether the
 same were not executed to hinder, delay
 & defraud your Complainants, and the
 creditors of said James R. Johnson;

That the said Deed & Bond may be set
 aside and declared null, void & fraudulent,
 That the said Land & other estate may be
 declared liable to your Complainants' Liens,
 aforesaid, and may be sold, and that
 all other (and) further relief may be
 granted consistent with Equity &c.

(And) your Complainants will
 Over, &c.

John R. Kelly p. v.

Killy p. 6

Gordman, adm sal;

in { Bice.

John, m sal.

Nam^r. Co. cl.

Gordman adv to
"

Johnson tel.

1871. 13 May, sum issued

" June 5. Bill & Exhibits filed

" " Cont. Decree.

" July R. C. H. C. as to all debts
Icaine set for hearing on
" mo. of filts. atts.

" Aug 14 Answer of J. R. Johnson filed

" Sept 11. Jan wanted a. J. Raby to file his
answer to complainant's bill

" Dec 11. Cont'd

1872. Mar. Cont'd

" June Cont'd

" Aug 12 Decree

1873 Aug Term Removed to Civ Co

1873 Octo Term Decree in vol re

Gordman, tal

n.

Johnson, tal

clg. notes