

1876-009
Nansemond Co. (Suffolk)

Chancery Causes: Mary Ann Doughtie by Edward T. Bryant vs Joshua L. Doughtie, Andrew J. Raby, & Adm^r of Joshua Bryant Folder 1578

Scott, White, Spirey, Lilly, Ellenor, Daughtrey, Riddick, Starnes
Folder 1

Depositions taken This 29th. day of July 1874 in the matter of Mary A. Doughtie her friend against Joshua L. ~~Bryant~~^{Doughtie} pending in the Circuit Court of Chaussemond County, Virginia at the office of Wilbur J. Kilby a Notary Public in and for said County in said State, to be read by consent on behalf of the defendant.

The defendant, Joshua L. Doughtie being duly sworn, says: (This examination is excepted to by the plaintiff by her attorney).

1. Q. What is your age, where do you reside, how long have you been a married man, if married, to whom were you married and where have you resided since you were married?

A. I am 25 years old, ~~in that~~ I reside in Chaussemond County, Va., have been ever since 15 August 1872, was married to Mary A. Bryant, widow of Joshua Bryant deceased, and have resided since my marriage on the dower land of said Mary A., about 5 miles from Sawmills in Chaussemond County aforesaid.

2 Q: State in detail of what your wife's property consisted at the time of your marriage?

A. She had one horse, one buggy, and har-

ness, one cow & calf, 14 or 15 hogs, and the usual quantity of household and kitchen furniture, a cart wheels, a hoe & pitch-fork, - no other farming implements - some fodder, half barrel corn, growing crop on the farm at the time, $\frac{1}{3}$ of which was hers. She had her dower land, supposed to contain 150 acres, very good house, two stories, 4 rooms below and 3 above, and lathed & plastered & painted, tolerable good out houses except stable & barn which need repairing.

3. Q: How long had you known Mrs. Mary A. Bryant your present wife before you were married?

A: About three years lived within a mile of her during that time until I was married.

4 Q: State whether there was ever any difficulty or unpleasantness between yourself & wife after you were married, more than is usual between man & wife?

A: No, Sir, there never was up to the 4 July 1874, ~~at the time of~~ when I went to Mr. Dick Smith's for some fodder. I returned home when I asked Geo. Scott who was living on the place

when my wife was. He said she was
up stairs lying down, I went up there
I asked what was the matter she
said she felt sick worried, I
asked if she would have a doctor &
she said was not sick enough to have
a doctor, she came down stairs, went
in the kitchen I got dinner, after
dinner she went up stairs I laid down.
I went up to my brother's that evening
according to promise I told Mr. Scott
if he saw the doctor while I was gone
to stop him & ask him to see if Mollie
(Mary A.) needed any medicine ^{thing}
saying at the same time if I meet
at my brother's I would bring him to
see her myself. I went to my brother's
to trade horses with him I did trade,
but not the horse of my wife, when I
returned home Mr. Scott & wife were sitting
in the porch, I went in the porch where
they were, Mr. Scott says I suppose
you have traded horses, I said, I
had. I then asked my wife if
she felt any better, she said she did
not, I asked her why she didn't let
me send for the doctor, she said
she was not sick enough for a doctor
and if she was, she had no body to

send for me. Speaking rather quick
than I ought to, being irritated by her
answer, I said if she had no one to
send for the doctor, I wouldn't there
send for me, I then went out into
the piazza & immediately afterwards
took my horse to the pasture. My wife
was not confined to her bed by that
attack of sickness. I remained at
the pasture until sun-down I returned
then I put my horse up I fed him,
I was then called to supper, but said
I did not want any, as I did not
eat supper at all. Mr. Scott came
to me & asked me (I was sitting on
a log-cab in the yard) what was the
matter, I said I was as mad as
hell & to go away & let me alone.
I then laid down on a bench under
an oak in the yard; - afterwards got
up & went to the door of the dwelling,
It was pushed to with a chair behind
it. I went in & laid down on a
fallet in the room where my wife
was. Lying there my passion grew
stronger & stronger, because of the
answer she had made to me about
the doctor. I was lying near the gun
I took it up, with the spring bottle

barrels (or cocked them) with intention
 of killing myself. The muzzle of the
 gun pointing upwards in ^{above} the direction
 of my head I shot towards my wife.
 She asked me what I was going to do
 with the gun, I gave her no answer.
 She asked me again, I told her
 I intended to kill myself, She got
 out of the bed & went up stairs where
 Mr. Scott was, who is her brother, a
 second thought struck me after she
 went up stairs & I called Mr.
 Scott, I asked him to come down
 where I was that I wanted him
 to go for my mother. He came down
 & asked me what in the hell was
 the matter, I answered that I in-
 tended to kill myself, Mr. Scott
 himself sat there in the room &
 he persuaded me not to do such a
 thing as it was a very foolish act
 saying that I did not have the nerve
 to do it. I got up & walked into the
 room from which the steps ~~went~~
~~up stairs~~ ran up stairs, Mr. Scott
 following me. I asked Mr. Scott
 where my wife was, He said he
 did not know, that she was in the
 house somewhere or may have gone
 off into the neighborhood. I re-

turned into the room from which I
had gone before I had left the
gun, never having taken it out of
that room, walked out the door &
started to the gate at the road. about
5 or 6 steps from the house, when she
spoke to me I said "I think it would",
the same being a reply to what I said
to Scott, namely that if she had gone
into the neighborhood it would ruin
him, I went into the porch where
she was I laid my arm around
her neck I asked her why she treated
me so, I do not remember her reply.
I sat there awhile, then went into the
room, ^{she Mr. Scott with me & I} laid down, ^{the lady} she remained
near the head of the bed where I was
lying, Mr. Scott on the other side,
she sat there probably half an hour
or more then laid down on the
bed with me, and thus ended
the difference between us at that
time, I remained there that night
my wife sleeping with me & Mr.
Scott returned up stairs. She re-
mained with me up to the 8th of
July 1874, ~~when~~ ^{on the 9th} I went to Portsmouth,
& there was no further difficulty be-
tween us up to that time, I started

from home with a part of a load on
the 9th, on my way to Portsmouth ex-
pecting to get the rest at Chas. Sum-
ner's about 6 miles from my house
on the way. After I got my load
there, I went on to Portsmouth, on the next
day after I got there (i.e. on the 10th.)
At Mr. Parker received from Chas. Sumner
a letter containing an order on me
for \$27.50, ^{which I paid} in that letter Mr. Sum-
ner said (so Mr. Parker told me) that
he had heard from Mr. Ed. T. Bryant
that I had run off from home &
sold the property. I saw the letter but
did not read it. (The last ten lines
& statements therein, above are excepted to by
the plaintiff). I got sugar to make
blackberry wine when I returned home
having directed my wife to get the berries
in my absence, & got her a pair of
shoes, I expected to get her a bonnet in
Suffolk, but did not get it, having
heard that she had been here, I
told the milliner to put the bonnet up-
that I would not get it as I did
not know whether my wife had gotten
one or not, I went on home I stop to
see Chas. Sumner on the way, when
I got home, I found that Mr. Scott & my

wife had eaten supper, I took the things out of the cart I carried them to the house I laid them on the table, Mr. Scott came out to the cart I helped me to unhitch, she was sitting near the table I took a seat there I said to her that I understood she had been to town (Suffolk), she said yes, I have been, I asked her what she went for, she said she went there for protection, thereby surprising me, for I thought that something had happened since I left home, I wanted to know what she went there for protection for, Tears came in her eyes I got up I went to the door steps I sat down, I then carried the things off the table into the house I sat down on the stair steps, I being tired laid down soon thereafter, I went to sleep, waked up, found the door ^{open} I shut it, ^{thought} saw no one, my wife did not come in the room until next morning, which was Saturday morning, she staid with me that night I slept in bed with me, staid with me Sunday I Sunday night I all Monday Sunday night she went up stairs I staid it being cooler up

There. On Saturday night she told me of these proceedings & she said she would not have had it done for a thousand, but had been overpersuaded to do so by one of her neighbors & led me to believe that it was her son, Ed. T. Bryant.

5 Q: Do you think this suit would have been brought but for Mr. Ed. T. Bryant & state your reasons for so believing? (This question I answer is excepted to by the plaintiff)

A: I have all reasons to believe that he had a part into it, for she told me that but for him she would not have come to town. & that she wanted it stopped.

6 Q: Have you ever at any time by word or act threatened to injure your wife in person or property?

A: No, Sir, I never have.

7 Q. State what property you have at this time:

Answer: I have one horse in place of the one my wife had when I married her, which I swapped for the present one, two cattle. 14 hogs, 1 buggy, 2 harnesses, 2 plows, 2 hoes, 2 shovels, 1 pitchfork, cast wheels, no corn or fodder, enough meat to serve me handsomely, flour & a good crop.

growing on my wife's dower land, - about 65 or 70 thousand hills of corn & 4 or 5 acres in cotton.

8 Q: Did you provide for the comfort of your family as well as your neighbors did theirs, in your condition & have you free use & occupation of your house & property?

A: I did provide for the comfort of my family as well as my neighbors did for theirs & did have free use & occupation of my house & property up to the 12 of July 1874.

9. Q: What happened on the 12 July 1874.

A: An injunction was served on me & the keys taken away from me, I was denied the use of my horse, was unable to work my crop, or supply myself with food furnished by myself for the use of my family and on the 26 July 1874 I went home & found my house doors nailed up & had to stay with a neighbor. My wife & Mr. Scott used my property.

10 Q: Is it your desire to live with your wife on the same amicable terms as heretofore existed prior to this difficulty?

A: Yes, & it has always been my desire so to do.

11 Q: Do you believe that if let alone you could live together as man & wife & did you ever have any feelings for her other than those of an affectionate husband?

A: I believe we could live together as man & wife & I never had any other feelings than those of an affectionate wife.

Crop - examined by the Plaintiff's Attorney:

1 Q. In what capacity did Mr. Scott reside on the premises?

A. He was hired by me for the year commencing March of this year to work in the crop, till end of the year.

2 Q: When the difficulty occurred about the gun, what time of night was it & was there any light in the house at the time?

A: I suppose it was between 9 & 10 o'clock & there was no other light but that of moon-shine.

3 Q: What was your manner when the difficulty occurred, were you mad, threatening, cursing & swearing at the time?

A: I was not mad with my wife at the time I was not cursing or swearing, but was

more mortified than mad.

4 Q: Do you mean to say that you ~~meant~~ threatened to shoot yourself that night because your wife said she had no one to send for the doctor that you were not there to send for one for her?

A: I threatened to shoot myself because my wife ~~sa~~ used the language she did: to wit: that she had no one to send for the doctor, ^{if she needed one} ~~that I was not there to send for one for her.~~

5 Q: How old is your wife?

A. When I married her she was about 45 years old.

6 Q. How many servants did you have in your premises?

A. No ~~one~~ servants at all there isn't had since I was married.

7 Q Who did the cooking & washing for the family & other household duties

A. My wife did it.

8 Q: What property have in possession now & above that which your wife brought you by marriage.

A: I have nothing except 2 fows, hoes, & shovels, & a few other articles.

9 Q Was any one present at or whom when the conversation occurred between yourself & wife relative to the suit as stated above?

A: No one was present, we were lying in the room on the bed together.

10 Q. Did you ever say to Andrew J. Raby H. R. Ellmer, Geo. Scott or Wm B. Starnes or either one of them, that you intended to sell your property there in your possession & gotten by your wife?

A. No, Sir, I never did, but did offer to sell my crop to Geo. Scott for \$500, I never offered to sell my crop or property to A. J. Raby.

11 Q: Did you ever say to Geo. Scott. that you were going to A. J. Raby to sell him your crop?

A. No Sir

12 Q. Did you ever say to R. E. Kiddick Wm B. Starnes or any one else, since this suit was commenced that if you ever got the rains & the possession of the property again, that you would sell it all?

A. No, Sir.

13 Q. Did Chas. E. Sumner tell you that E. T. Bryant had said that you had sold every thing from away?

A: He certainly did & I have witnesses to prove it.

14 Q: Why did you attempt to go back to the house of your wife after this suit

had been brought. & to break the door open to get in?

A. No; I never made any attempt to break the door open, & I remained there as I had done before the suit.

15 Q. Did you remove your tools & clothes from the premises?

A. No, Sir they were sent to my brother's at my request, I thinking it unsafe to stay at home.

16 Q Did you or not pack up your shovels & other things & demand the use of the cart to remove them since the suit was brought?

A. No, Sir. I packed up my tools in the shop I left them there & E. J. Bryant took the saw & after finding out that I knew it, returned it to me.

17 Q: Do you say that you have never ill treated your wife nor acted towards her in a threatening & abusive manner on any occasion?

A. No, Sir, I have not.

Re-examined by defendant's attorney

Q. Are you a laboring man & do you work at your trade of carpenter & joiner the year round?

A: Yes,

And further than this, this deponent sayeth
not

J. L. Doughtie

W. J. White being duly sworn deposes &
says on behalf of the defendant,

I live about $\frac{3}{4}$ mile from J. L.
Doughtie, have known him for about 8
years, sometimes visit his house & know
that he has a very likely crop growing, has
1 horse, 2 cattle, so far as I know is
sober & ~~attentive~~ attentive to business, I
do not know any thing about his habits
of economy, nor whether he spends more
than he makes or not, I know nothing
of any trouble between said Doughtie &
wife, have visited his house several
times I am intimate with the family,
I never heard said Doughtie say he
intended to sell the property of his wife.

And further than this, this deponent
sayeth not

W. J. ^{his} White
mark.

Geo. Hisey being duly sworn deposes &
says on behalf of the defendant,

I live about $\frac{1}{2}$ mile from J. L. Doughtie
have known them ever since they moved
from over the river. Know nothing of

this difficulty between said Doughtie's wife, or any other difficulty, visit the house quite often 2 or 3 times a week, never observed any coldness on the part of Mr. Doughtie, who is sober & attentive to business, prudent & industrious, his family have plenty to eat & drink, this wife allowed to go to church whenever inclined so to do, & do not know of his having sold any property.

And further than this, this defendant says not.

Geo. ^{his} X ^{Spicer}
wack

D. R. Horton being duly sworn deposes & says on behalf the defendant.

I live about 1 1/4 miles from Mr. Doughtie visit his house quite often every day ~~last~~ this summer while tending a crop there, I have never ~~heard~~ known of any difficulty between said Doughtie ~~and~~ wife. They have always appeared to live happily & affectionately together, said Doughtie is sober, attentive to business & economical his family has all the comforts he is able to afford them & as other people

in a like condition here. I had finished working there before this difficulty occurred. Mr. Doughtie has a good crop.

Q. Have you ever heard it currently reported in the neighborhood that Mr. Doughtie lives on bad terms with his wife? (Excepted to by Plaintiff)

A. I never heard a word of it, until the present difficulty occurred.

Cross-examined by plaintiff's attorney. I have known Mrs. Doughtie, who was Mrs. Bryant, for about 5 years. She is a lady of good character, truthful & ladylike. so far as I know, she has always occupied that position in society.

And further than, this, this defendant says not

D. R. ^{ling} Horton
mark

D. W. Horton being duly sworn deposes

says on behalf of the defendant

I lived about 1 mile from Mr. Doughtie. He is sober & attentive to business stands well in the community, have known him ever since he was married. I visit the house, know of no difficulty between Mr. Doughtie & wife, he appears affectionate towards his wife

so much that I thought it sicking
That was as late as this spring. He
attends to his business, his family is
always supplied with necessaries of life
When I go there, little more than usual.
Q did you ever hear it reported
in the neighborhood that there was any
difficulty between Mr. Daughtie & wife;
A. Never before this, Just of this difficulty
until suit was brought. (This is
excepted to by the Plaintiff),

Cross-examined by Plaintiff's attorney.
I have known Mrs. Daughtie 5 or 6 years,
I take her character to be good so far
as I know,

And further than this, this defendant
says not.

D. W. ^{liver} Horton
mark

Wm. Lilly being duly sworn deposes &
says on behalf of the defendant.

I live about 1 mile from Mr. Daughtie
have known him for the last 18 years.
He has always been a man of good
character, sober & attentive to his business
I have visited his house many times
have heard of no difficulty between

Mr. Doughtie's wife, have not heard of his selling his property, every thing so far as I know being there now that was there when he went there, provides for his family as well as any man of his means.

Q Have you heard it reported in the neighborhood that there was any difficulty between Mr. Doughtie & his wife? (This is excepted to by Plaintiff)

A. No, Sir, not until recently, for they always seemed to be very loving & kind whenever I saw them,

And further than this, this defendant says that not

Wm. ^{his} Lilly
mark.

Thomas T. Doughtie being duly sworn deposes & says on behalf of the defendant

I am J. L. Doughtie's Bro. live 1 1/2 from him. I know nothing of this difficulty except what she has told me herself. On Monday the 13th, July 1874 after this suit was brought, I went to J. L. Doughtie's in the morning, after I got there I spoke to J. L. Doughtie & asked him where Geo. Scott was, He said he had come to town, we then went to the door where J.

Doughtie's wife was, And in talking about this difficulty, she said she had sent Geo. Scott, her brother, to town, to try to stop this suit for she was sorry it had ever started, she then said it never would have been started but for the persuasion of ~~her~~ ~~some~~ of her nearest neighbors. Ed. T. Bryant is her nearest neighbor. I had been very intimate with the family previous to that, they had always lived happily together as near wife, she was staying with my brother as before but last Sunday night, off & on, Ed. T. Bryant was a frequent visitor at the house up to the time of this difficulty. I had no interest in the property there so far as I know.

And further than this, this defendant says the not. James & Doughtie

Boldin R. Doughtie being duly sworn deposes & says on behalf of the defendant I live about 1/4 miles from J. L. Doughtie I have visited there quite often, I was there about the 9 or 10th of July 1874 while J. L. Doughtie was in Portsmouth. I asked her where he

was. She said he had gone to Portsmouth,
 started that morning. I then asked her
 how ^(her husband) he liked his horse trade. She
 said he liked it very well as she
 had heard no complaint. I asked
 her if Ed. T. Bryant had told her
 husband what I told him to tell him.
 She said he had. I asked her then
 what her husband said. She said
 that he (her husband) said he would
 not do it. The matter referred to here
 was with reference to the horse trade.
 After leaving the conversation about the
 horse trade I asked her what that
 fuss between her & her husband was
 about. She said she could not tell.
 She then said that her husband did
 not eat any supper Saturday night.
 That she wrapped up his victuals, left
 it on the table. I went in the house & that
 when she laid down, he was lying
 on a bench in the yard. That after
 she had been lying down, (she did
 not know how long,) he came in &
 threw his shoes down & took a blanket
 on the floor & laid down on it. After
 he had lain there (she did not know
 how long), she heard the gun spring.
 She said to him "Joshua, what are
 you going to do with the gun, and

he made no answer, she asked him
a second time this answer was he
was going kill himself, she got
up from up stairs where Geo.
(Mr. Scott) was & called to him
to come down; that he came down
& asked for L. Douglass, her husband
what was the matter; that her hus-
band told Mr. Scott he wanted
him to go for his mother, that he
wanted to see her one more time,
Mr. Scott consented to go for her &
then her husband commenced to call
her, said he wanted to see her that
he was afraid she had gone off
in the neighborhood & would take
cold as she was not well: that
she was in the porch, with nothing
on but her night dress, that her
husband commenced to cry for her;
that Geo. Scott took the gun from her
husband & carried it up stairs; that
they went & laid down & that he lay
there & cried & sniffled for ever so
long; and this was all she said
to me about it, at that time, or since,
They have been staying together at
the same ^{house} since the suit fast of the
time, I told her I heard they had

been fighting, He said that not a word of it was so.

And further than this, this defendant sayeth not.

Boldin R. ^{his} Doughtie
mark

Depositions taken as above to be read
in behalf of the Plaintiff.

Mrs. Mary A. Doughtie being duly
sworn deposes & says:

I am the wife of Joshua L. ~~Dough-~~ Doughtie, was married in August 1872 had slightly known him for a year or two before, I was the widow of Joshua Bryant at the time of my marriage.

I had dower in the land of said Bryant, which at my death is to go to my youngest son Saml. Bryant. I also had one horse, 1 cow & calf, 4 beds & other household & kitchen furniture, some 15 or 16 hogs, a cart, buggy & some farming utensils, 3 flus 2 hoes, 2 axes pitchfork, corn & fodder enough to last until it was housed again.

Q. - State all the facts relative to any

difficulties that may have occurred between you & your husband, and as to the bringing of this suit?

Ans. — My husband has several times since our marriage before this suit was brought, been contrary and has threatened to break up & move away. He cursed me several times in a passion. I called him a damn liar, & this was done when I might differ with him in opinion. He never threatened to strike me previous to this difficulty. He would frequently engage in outbursts of passion & would curse & go on.

I was sick on Saturday ~~evening~~ evening, 4th July 1874, he had been off trading horses, he came home in the house, I was sitting in the porch, he said nothing to me nor I to him. My Bro. Geo. Scott asked him if he had traded horses, & how he traded. He said here was one & there was the other, I said no more about that, In about 5 minutes he turned round & asked me if I felt any better, I told him no, He said I had better send for the doctor, I said I had no how (way?) to send for a doctor if

I had wanted me, as he been gone
 ever since dinner, He was sitting
 on the porch rail, I think, I got off
 & commenced cursing I said he would
 not send for a doctor if I laid there
 I died, He went in the back porch
 swalked up & down it a time or
 two I cursed a good deal, I did
 not say any thing more to him after
 I said what I did about the doctor,
 He went out & took the horse & went
 in the back part of the field to give
 him grass, I refused supper, call-
 ed my Bro. (Jno. Scott) asked him
 if Joshua (my husband) was coming
 to the house. He said, No, I sat down
~~I ate my supper~~ I waited for my hus-
 band to come to the house, He came
 to the lot & turned his horse loose about
 dark, He went to the lot gate & laid
 his arms on it I stood there, I called
 told him to come to supper, He neither
 answered me nor came, I waited
 a few minutes I called my Bro.
 to come to supper, told my Bro. to
 call my husband, He did so, but
 my husband did not come, My Bro.
 ate supper, but I did not, for I was
 sick, I put supper away & went
 in the house to bed, My Bro. (Scott)

came in, pushed the door to, I placed a chair against it. I asked him where my husband was, He said he was lying on a bench, under the tree in the yard, & he went on up stairs to bed, After $\frac{1}{2}$ hour or so, my husband came in, got a blanket & went in the further end of the room in which I was, I laid down on it, after he had lain there some 15 minutes I heard him get the gun spring (cock) both barrels, I raised up & said Joshua, what are you going to do with the gun, He made no answer. I asked him again, & before he answered, I added, are you going to kill me or what are you going to do? Then he said, no I am going to kill myself, I then said if he wanted to die he must kill himself, I could not help it, I then laid down, having been sitting up in the bed, I thought I heard him get up & it alarmed me & I got off the bed I told him if he was going to kill me, he must do it, that I was going to leave the room if I could, I went up stairs (he having given me no answer)

to my Bro. Jos. Scott I waked him
I being very much alarmed, shut
the door to his room after I went in
& fastened it before I waked, I then
called him I told him Joshua said
he was going to kill himself, and
my Bro. says oh! Mollie don't be
so foolish, he aint going to do any
such thing, I told my Bro. that
I thought he would as soon kill me
as himself, My husband then called
my Bro. & asked him to come down
stairs to him, He went down & I re-
mained up stairs a few minutes &
heard them talking, My husband
asked my Bro. to go for his mother
that he wanted to see her before he
killed himself, My Bro. told him
he ought not to act that way, and
consented to go for his mother after
much persuasion, I told my Bro.
that I would not stay in the house
with my husband until he came
back, He told me to go to my son's
(Ed. T. Bryant's) & stay until he did
return, I went out in the foreb
closed the door behind me & waited
for my Bro. to get ready, He was up
stairs putting on his clothes, while no

doing my husband asked him where I was, My Bro. said he did not know, that I was down stairs somewhere. My husband asked him to look for me I call me, My Bro. did call me, but I did not answer. My husband then said if I had gone off in the neighborhood as I was sick & in my night clothes, it would ruin him. ^{my husband} Botby came to the porch where I was & repeated the same thing. I then spoke to my husband & said ~~he~~ it ought to ruin him as he had acted so foolish that night. He came to me then & wished to know why I had treated him in that way, I asked him what I had done, & added that I had neither said nor done anything. He said I tried to make people believe he would not do any thing for me, would not go for a doctor. He then said let us go in the house & we went in. My Bro. persuaded him to go to bed & he then (after he had gone to bed) begged me to come to bed until I did so I lay down on the bed. My Bro. said if I did not want to go to bed he would sit up with me all night. I told him I was not

able to set up, I then told My Bro. he had better go to bed, but not blow ~~this~~ lamp out. She went, taking the gun with him as I had requested him to do. He examined the gun & found one barrel loaded. My husband wished to blow out the lamp but I objected. She wished to know what I wanted it to burn for, I told him I wanted to see what was carried on in the room. He asked me several times to get up & blow the lamp out, but I would not do it. I asked him what he wanted it blown out for. He said that he might go to sleep, after awhile he got up & blew the lamp out himself. Nothing else passed between us that night, but I did not sleep at all - did not shut my eyes.

He remained mad & after this threatened to sell every thing I had & go away & leave me. My son Edward thought that my husband could not sell what I had, but I thought he could & I said if I knew what to do to keep him from selling it I would do it. My son said go to Suffolk & see. I told him I had no way to go. He then offered to carry & did carry me and

I ordered this suit to be brought to protect me and my property

2 Q - What property did your husband have when he married you?

A. - clothing, except one trunk, some clothes & carpenters tools;

3 Q - What time a night was it when this difficulty occurred with the gun?

A. - sometime between 9 & 11 o'clock at night.

4 Q - Did your husband generally eat suffer previous to this difficulty?

A. - yes, sir.

5 Q - Did your husband ever pack up his clothes & threaten to leave if so, when?

A. - Before this suit he threatened to leave several times & since, he packed up his clothes & carried them away.

6 Q - Did you on the 13th. of this month after this suit was brought tell Mr. Thomas T. Doughtie that you had sent your Bro. Geo. Scott to town to stop this suit. & that you were sorry you had ever started it, & that you would not have commenced it but for the persuasion of your nearest neighbor & if so, your reasons for so saying?

A. - I never told him any of these things

7 Q - Have you told your husband since this suit was brought that you wished to stop ^{it} if so, under what circumstances?

A. - I have never told my husband any such thing.

8 Q - Would you feel yourself safe to abandon your suit & go to live with your husband again, both as to your person & property?

A. - I would not feel safe from insults, harshness, injury & I would not feel safe to trust him with my property again.

9 Q - Has your husband threatened to break in the house since this suit was brought.

A. Yes, Sir, last Sunday night late in the night, having gotten an axe, I did ^{not} see him with the axe, but saw where it was sitting, & I know of no one else ~~there~~ to have placed it where it was.

10 Q - Has your husband at any time since this suit was brought entered your house after you had fastened up the same if so, was it with your consent?

A. - Yes, he has come & gone in several times while I was gone & did so without my consent.

11 Q - Are you now living alone & if not, who resides with you?
A. - I am not alone, my brother Isaac Saul Bryant who has lately come home, being with me.

Cross-examined by defendant's attorney.
Q. - Where have you been staying since the 4 July 1874?
A. - At home some with my son Ed. T. Bryant some
Q 2 - State whether or not you have staid in the same house or room with Joshua L. Doughtie since 4 July 1874?
A. I have staid in the same house with him, ~~but~~ from 4 July 1874 to the 9th. of same month, I in the same room & same bed, since 9th, I have staid with him in the same room but once, that was when I fainted I was put upon the bed by others, I have ~~staid~~ been there several times since the 9th, but always had some one with me
Q 3. - State where you staid on the 13th July 1874 at night.
A. I staid with my husband at home & in the day time he refused to let my son's Ed. T. Bryant's wife come in the house, saying that he did not want any one

to talk to me

Q. 3. Why did your husband fall up there after the suit was brought?

A. Because, he said, he ~~could~~ would not stay there unless he could have every thing in his own hands as he had had.

Q. 4 - Did you send the clothes to him or did he carry them away.

A. - My Bro. sent them to him next morning at his request.

Q. 5 - You state that your Bro. & son Saul, reside with you, whose provisions are used whose beds occupied, by you in sustaining them?

A. - My own.

Q. 6 - Where did you get the provisions

A. I bought part ~~with my money~~ on a credit, & the balance are provisions left by my husband before the property was taken out of his hands consisting of ~~ten or fifteen pounds~~ ^{about 10 lbs} of flour, bacon, ^{about 1/2 lb} sugar, ~~chickens~~ ^{about 1/2 lb} coffee & 2 ~~or~~ 25 chickens.

Q. 7. State whether or not your husband has been provided with food & allowed free access to his property since 12 July 1874 & whether or not the house has been nailed up & if so by whom?

A. - I ~~did~~ have not provided food him

since he took his clothes & left on the 15th July 1874. The house has not been nailed up, but locked up.

Q. 8 - Did you or did you not ask your son Ed. T. Bryant whether it would not be best to bring a suit for divorce or to arrange it so as to take the property out of the hands of your husband or did he advise you to that effect?

A. - He told me to come to Suffolk to ask a lawyer's advice & ~~was~~ said he would bring me & I came.

Q. 9. Did you not know the condition habits, age, & general deportment of your husband at the time you married him, & did you not send for him before you were married & at Wm. Starnes's to visit you?

A. - I knew he was young, but did not know his disposition, knew he was poor & had to work for his living. & I sent for him at Wm. Starnes's before marriage to visit me.

Q. 10 - Did you not take him for better for worse? (Excepted to by Plaintiff)

A. - I was married by a Methodist minister according to the forms & usages of the Methodist Church.

Q. 11 State whether or not your husband has left you for any considerable time ex-

1
ceft as business, Has he or has he not provided for the Comfort of his family or has he ever recklessly squandered the property brought to him by marriage, did he ever beat you or threaten to beat you, shoot you or threaten to shoot, or do you any bodily harm?

A. - He has not left me for any long time except as business. He has given me something to eat but not much to wear. He traded off some of the property I had, & did not get other as good, he never beat me nor threaten to beat me, nor shoot nor threaten to shoot me, never did me any bodily harm

Re-examined by plaintiff's attorney,
Q. Where did the bacon & chickens your husband had when this suit was brought come from

A. - They were the produce of the stock I had when married, i.e. he sold mine & bought others in their place from which those he had were raised,
~~and further the~~

Q. 2. Did you stay at night on the 13th of July 1874 in the room with your husband or some

other room?

A. - I remained in the room part of the night with my husband while sick & the rest of the night in another room.

Q. 3. Was Mr. Doughtie at your house on the 13th, inst, either day or night by your invitation or consent, A. - He was not by ~~my~~ consent or invitation.

And further than this, this defendant says not.

~~Mary A. Doughtie~~
Mary A. ^{her} Doughtie
mark

H. T. Eller being duly sworn deposes & says:

I know the parties to this suit & am 30 years old & live in Cass-land County.

Q 1. - Have you ever heard the defendant Joshua Doughtie either before or after the commencement of this suit threaten to sell the property that he obtained by his wife?

A. - On the Tuesday after the 4th July 1874 when the difficulty occurred, I was at

work opposite (nearly) of the house & Mr. Doughtie came over in the field & attacked Mr. Ed. T. Bryant about something he had told his brother. I commenced to laugh at Mr. Doughtie about his going to kill himself the Saturday night before this reply was that yes, he ~~intended~~ be damned to hell, if ~~he~~ he didn't do it yet, by God. I said oh Joshua you won't kill yourself, or something to that effect. Soon after ^{a few seconds} this, he said he be damned if ~~he~~ he didn't intend to sell every thing I lease. ~~Our conversation ended.~~ I then said let him sell to me, I said I had no money & the conversation ended, Christmas ^{before last, I think} he & his wife's son, Saml. Bryant, had some difficulty the then, while in a bad humor, said he proposed to sell out I lease out the dwer, which had then not been laid off, but was soon thereafter

Cross-examined by defendant's attorney,
Q. Did you judge from Mr. Doughtie's violent manner that he intended to kill himself or to sell his property I lease?
A. I had no judgment about it, but

thought it was a flumy
And further than this, this defendant
sayeth not. F. R. Ellison

James Doughtrey being duly sworn
deposes & says:

I am about 29 years old, know
the parties to this suit I married a
daughter of Mrs Doughtie by her first
husband.

Q. 1. State what you may have heard
the defendant Joshua Doughtie say
relative to any difficulty between
himself & wife.

A. - I was at Mrs. Doughtie's on last
saturday evening (25th July 1874), &
after having a conversation with Mrs. Doughtie,
she stated the case to me as she
has stated it here. Mr. Doughtie
then spoke to me concerning the matter
& asked me what I thought of the way
they were doing, after which he stated
the case to me, I said I did not
know what to think of it, I then
asked him ~~what~~ why he did as he
said he had done. He told me
he did not know, except he said he
reckon it was the devil. Then he said

he knew he had done wrong & was sorry
for it & was willing to make it up.

Cross-examined by defendant's attorney.
Q You say you married the daughter of Mrs.
Doughtie, state whether you know of
any difficulty between Mrs. Doughtie
her husband previous to this one.
A. - I do not. I live about 20
miles away in the County of
Isle of Wight near Franklin. I
have only visited the family about
once in twelve months.

And further than this, this de-
fendant says etc not

James Doughtney

Wm B. Barnes being duly sworn de-
poses & says,

I am 26 years old, I live about
near them, I know the ~~the~~ parties &
am a farmer.

Q. State any declarations of the
defendant Joshua Doughtie that
you may have heard if any about
selling the property obtained by his
wife?

A. Last Saturday evening (25th

July 1874) he was at my house & said if he could ever get the reins into his hands again, he would not give away as he had done, for he would sell out every thing, put the money in his pocket & go away. Also Christmas before last he & Samuel Bryant, his wife's son, had had some difficulty of some kind. She then said that he was going to sell out & leave out the door & go away. In the conversation he said nothing about his wife.

2. Q. Has Mr. Doughtie any children by his present wife?

A. He has none. She has had none by her.

Cross-examined by defendant's attorney,
Q. You state that on Saturday evening last about eight the conversation alone took place between you & Mr. Doughtie. - State where it took place at?

A. - at my house in it.

And further than this, this defendant says to not.

Wm B. ^{his} X Starnes
mark

R. E. Riddick being duly sworn deposes and says:

I am 27 years old, know the parties to this suit, live in Chaussemond County, about 3 miles from them

1. Q. State any declarations you may have heard the defendant, Joshua L. Doughtie make relative to selling out & moving away or in any conversation ^{since} with A. On last Court day (13 July 1874) on my way to Suffolk alone I was overtaken by Mr. Ed. T. Bryant & Mr. Scott & they ~~said to me~~ wished me, as doctor, to pay Mrs. Doughtie a professional visit, I came to & remained at Suffolk all day, and went from Suffolk to Mrs. Doughtie's that night. When I got there I found Mrs. Doughtie not in the room she had been accustomed to sleeping in, I went up stairs where she was, & commenced a conversation with her, I asked her what she was suffering with, she replied that she had been sick though at that time she was not very sick, she further stated that she was greatly troubled, I replied that I was sorry to know she was so badly troubled, & that trouble was much

worse than sickness, Then Mrs. Joshua
L. Doughtie who met me at the door
went up stairs with me & was present,
said that he did not blame Mrs.
Doughtie for the steps which she had
taken, that he knew that other people
had caused the difficulty, I then
asked him, thinking I had the liberty
to do so from the fact that I had
been sent for, to ask him how this
difficulty originated, He stated that
on Friday as well as I recollect,
his wife was taken sick & that a
request was made to send for a
doctor, That request was not com-
plied with & on Saturday he hitched
ed his horse & went to his Bros, Bd-
din Doughties traded horses with
him, When he returned home there
was some conversation between him
& Mr. Scott about the trade, He then
asked his wife how she felt & she
said she felt no better, He then
asked her why she did not send for
a doctor, she said that she had no
way for sending that he was gone
with the horse & cart or something
to that effect, Now all three of us
being still present Mrs. Doughtie

speaks says Mr. Doughtie went out
of the forech very much enraged &
remained out until after supper
perhaps did not eat any supper
with the family. About 9 o'clock,
he said, he came into the house
pulled off his shoes, threw them
on the floor very forcibly & abruptly
& did not go to bed with her, but
spread some covering a blanket
or quilt, on the floor, laid down
on the flattest made on the floor,
That after a short while he got
the gun & that she heard him spring
back the hammers of the gun; that
she then rose up in the bed & asked
him what he meant or intended
to do, He replied that he intended
to kill himself, she then told him
not to do so, He then stated that
not knowing what his intention
might be, she became alarmed
went up stairs into the room
where her Brov. was sleeping &
fastened the door before she waked
him; that she asked her Brov. to
get up & go down to see Joshua
about that time she heard him
calling Mr. Scott. Mr. Scott went

down stairs into the room where
Mr. Dauphée was I asked him
what he meant or was going to
do. He told Mr. Scott he was go-
ing to kill himself I requested him
to go for his mother. That he
then succeeded about that time in
getting the gun from him. That
Mr. Scott, as he thought to pacify
his temper, told him he would
go for his mother. An interval
occurred in the conversation just here.
After a short while, Mrs. Dauphée
told Mr. Scott, so she told me, that
she would not stay there alone with
Joshua, if he (Scott) went for his
mother. After a short interval again
I then spoke I asked Mr. Dauphée
did he not think he had done
wrong? He said that he knew he
had done wrong, but that he could
not control his temper when he
was mad. I then asked him if
he was not aware of the fact that
this difficulty would ruin him &
his character & caused people to lose
entire confidence in him setting
forth to him the infirmity of his
course how people would view it.

I told them both that they had better compromise the matter. I then asked him if he intended to rip up this thing, meaning this suit. Mr. Scott sitting near the door heard this question asked. Mr. Donphtie's reply at first replied that he didn't intend to do any thing. but in a moment or two he said that he would do it if he had to spend every thing there was & said so in a very determined manner. I then advised him not to attempt any such thing. He then said that he put the whole blame upon one man as having caused it & that man was Ed. T. Bryant, son of Mrs. Donphtie. His reason for so believing was that Mr. Ed. T. Bryant had been or was very officious in his matter. I then said to him what man would not befriend his mother in difficulty or distress. He made no particular reply to that. He walked across the room several times in a seemingly excited manner expressing himself that he was determined to push this thing forward.

It was there perhaps about 2 o'clock at night, Mrs. Daughtie stated that she had always been kind to him & had often told him that if he did not change his course of conduct & learn to control his temper, that it would be the cause of his ruin; that at any time when he would get mad she would say nothing to him & let his passions pass off, and this ends the conversation & I retired.

Q. 2. Did he or has he stated to you any thing about his going away & if so what.

A. Yes, Sir. He stated to me a few days after I was at his house - since the 13 July 1874 - that he left went to his father's, but had gone back according to directions from his lawyers, to stay at his own home, And also said that Ed T. Bryant had placed himself in a very precarious condition or fix, because he had been told by Col. Hinton, whom he had seen, & consulted, that Mr. Bryant had violated the law in the most outrageous form. He further

stated that he had a power of attorney from Richmond, I then told him that I did not think that was the proper source from which to obtain a power of attorney, He said it made no difference, for he had it that Col. Hintons was going or had gone to Richmond that evening in his behalf, that Mr. Ed. T. Bryant would grieve over this thing ten thousand times to come or in the future; that Mr. Bryant had violated the law outrageously in interfering with his affairs; It was in the night, or about dark, Mr. Doughtie sitting on the fence of his lot when the conversation took place, while engaged in it Mr. Humphrey Savage passed by, but heard none of the conversation, All that he heard I called his attention as follows; I remarked to him, Mr. Doughtie bearing it that this was a terrible affair he endorsed what I said I in a few moments I rode off bidding Mr. Doughtie good night, And this ended our conversation at this time.

On last Saturday the 25 July 1874, coming from a baptizing I called at Joshua Doughties to exchange a buggy

for a sulkey while there was invited in by Mrs. Doughtie, There were present in the porch Thomas Doughtie, Wm. & Joshua Doughtie. Ed Bryant & young man by the name of Scott, nothing was said for a while, Wm. Doughtie asked Ed Bryant to walk out with him, but do not know what they talked about, while they were absent Mr. Thos. & Joshua Doughtie stated that this case would come off on Wednesday & that I would probably be summoned. I said that I did not wish to have any thing to do with this matter but if summoned would tell the whole truth.

3, Q. Has Mrs. Doughtie any children by her present husband, Joshua Doughtie?
A. No, Sir.

4 Q. Is Mrs. Doughtie a lady of respectability & truthfulness?

A. Yes, Sir, so far as I know my acquaintance with her is as intimate as that of any one, having been her physician ever since she has been where she is. - some four years.

Cross-examined by defendant's attorney.
Q. you say that you were the family

physician of Mrs. Doughtie, did you consider Mrs. Doughtie very sick the night you were sent for?

A. No, Sir, did not consider her very sick, but found her very much prostrated from excitement & furious sickness.

Q. 2 Have you been in the habit of visiting the family before when sick, were ever called to see Mrs. Doughtie at any time previous to the sickness mentioned, if so state against whom the charges for your services were made, whether you ever heard Mr. Doughtie or any of the family complain of any bad treatment or unpleasantness in the family?

A. I have visited the family before, ~~when~~ sick, the death of her first husband & also since her marriage with Joshua L. Doughtie her present husband. and I have visited her last fall several times, twice I think at Mr. Doughtie's request, he coming for me, & I made the charges since this marriage against Joshua L. Doughtie. And I never heard of any ill treatment or unpleasantness in the family previous to this difficulty.

Q. 3 - Did you hear Mrs. Daughtie say on the night of the 13 July 1874 in the conversation referred to, that Ed. J. Bryant advised her to bring this suit or did you hear her say that Mr. Scott had gone to Suffolk to stop it, or did you hear any one else in that conversation?

(This is excepted to by plaintiff)

A. I did not on said night & at said time hear Mrs. Daughtie say that ~~the~~ Ed. J. Bryant advised her to bring this suit, nor did I hear her say that Mr. Scott had gone to Suffolk to stop it, but did hear her say afterwards that Mr. Scott went to town, but got there too late, that the bill had been recorded & I supposed that she referred to the suit, but she did not say to what she referred.

Q. 4 - you say that Joshua L. Daughtie said he was going to his father's to stay, will you state what he gave you as his reasons for going there to stay?

A. - His reason was that ~~he~~ at first he did not know what to do, & that he came back home by direction from his lawyers not to leave the premises. He said further ~~Q. 5~~ that he had plenty of friends

around him, that he could get plenty to eat & plenty of means to ~~get~~ carry this matter on, & that, if necessary, his lawyer in Suffolk would send him a box of provisions.

Q 5- How long have you known Joshua L. Doughtie & do you believe him to be an upright, sober, industrious man, attentive to his business, economical & a man who will provide for the comfort of his family?

A. (This is expected to be plaintiff's attorney)

A. I have known him for several years, so far as my dealings have been with him, he is upright, sober, industrious, attentive to business, economical & who provides for his family, so far as I know.

And further than this, this defendant says not.

Robert E. Riddick Jr.

John Scott being duly sworn deposes & says:

I am 47 years old, am a brother of Mrs. Doughtie. I have known Mr. Joshua L. Doughtie for the last six or seven months, during which time I have

been living on the premises, employed by Joshua Doughtie to work in the crops for a share.

Q 1. - State all you may know of the difficulties between said Doughtie & his wife & all you may have heard him say relative to the same?

A. - On Friday before the 4 July, 1874, My sister Mrs. Doughtie was quite unwell & remained so until mid-day of the 4th July 1874. After preparing her dinner & placing it on the table, she sat down with me & Mr. Doughtie to the table, she said to me: Now, you & Joshua help yourself yourselves, I am so bad off I must lie down. She then got up & went into her bed room & laid down on the bed, Mr. Doughtie & myself ate our dinner, He then got up, having eaten very fast, & said to me Now, where is my bridle & collar, I said there it was, (the bridle was on the railing), I said Josh, what are you going to do? He said I am going to Bolden Doughtie's, his brother's to trade horses, I thought he was going for the doctor by his eating so fast, He hitched his horse to the cart & went out into the road I said to me if Dr. Reddick

passes here, tell him to go in & see his
 wife, If I see him, I will fetch him
 home or send him. She went on
 & traded I suppose, for he came home
 with his Bow's horse. He unhitched
 the horse & turned him loose in the yard
 & came into the porch where his wife &
 I were sitting. He sat there five or more
 minutes before any one spoke. I found
 no one was going to speak. I said Josh
 I see you have traded horses. He said
 yes. I said how did you trade? He said
 here is one & there the other. We sat
 there five minutes, probably more, again
 & turned himself towards his wife & said
 how do you feel. She said: do better.
 He then said why don't you send for the
 doctor. She said I've got no way or no
 how to send for one. He got up & went
 through the house & said he never would
 send for a doctor again if she lay
 there & died, nor do any thing else.
 Nothing more concerning this difficulty
 happened or was said then. But at
 supper time she prepared ^(cooked) supper & put
 it on the table. She called him to supper
 but he did not answer. She called me
 then & I called Mr. Dauphin to come
 to supper. He said he did not want any.

I ate my supper I lit my pipe I went
out to him, I said Josh what the devil
is the matter, He said Jess. go away I
let me alone for I am as mad as
hell I I turned off I let him alone
I said not another word to him, He
laid down on a bench under an
oak in the yard, I washed my
feet as usual I went to bed then
went to sleep, After a short time
my sister, his wife, came up to my
room I waked me, she being in my
room the door shut I buttoned, she
called me like some one frightened by
name saying John, John, I being
somewhat frightened I waked up in
this way I found a woman standing by
my bed in her night clothes, said
when I found it was my sister, Mollie
what the devil is the matter, she says
Joshua is down stairs I got the gun
I found both barrels, she said he said
he was going to kill himself, I said the
devil; he is not got nerve enough I at
that time he called me, I went down
stairs to him, I found him sitting on
the floor, but could not tell whether he
was on a blanket or not, for it was
very dark, when I went in I squatted

down right over him I put my hands on
him, feeling for the gun, I found it
beside ~~of~~ him late on the floor, leaning
towards the side of the house, I took it
& sat it back in the corner where it
usual sat; found it cocked afterwards
when I got a light, but did not know
it when I picked it up, I said Joshua
what in the world do you want, He
said I want you to go for mama,
I asked him what he wanted with her
He said he was going to kill himself,
I said Josh, you're a damn fool,
you ain't going to do any such thing,
He still kept after me to go for his
mother & at last I consented to go,
I then said let me go up stairs &
put my clothes on, which I did,
& came down stairs and met him
at the foot of them, He then said
Juv. where is Mollie, I said I do
not know, you have got the woman
scared to death, He says won't you
call her & I did so, but she did
not answer although I called her
several times, she went back into
the same room where he was first,
we both then went out into the yard.
She said Lord have mercy; if Mollie

has gone off in this condition it will
min^{me} he continued round the house
towards the road, I talking to him
as hard I could all the time trying
to quiet him. He again repeated
God have mercy; if Mollie has gone
off in this condition to any of the
neighbors it would min him. And
his wife who was in the foreb said
at this moment: it ought to min you
Joshua, for making yourself such a
fool or blockhead as you do. He
turned his curse from towards the road
to the foreb where she was I said Mollie
what makes you treat me so, standing,
as she she have said, with his arm
around her, she said how have I treated
you I we all went back into the bed
room where Mollie & Joshua slept.
After being in there a minute or so
I lit the lamp went & examined
the gun I found one barrel loaded
both hammers cocked or sprung,
Mollie said she wouldn't stay in the
room where he was, she was afraid,
I told her to go to bed, that I would
take the gun up stairs with me.
She said she believed he would as soon
kill her as himself, He then said

the gun was not loaded, I said I will see them, if it is not, I found it loaded as I have said. I persuaded Mollie to go to bed, as I did not consider there would be any danger, after I ~~too~~ should take the gun up stairs, she hesitated to go to bed I told her I could sit up all night as I had sat up many a night, he sat there for a while, she said now, you had better lie down I said no I would sit up with I Joshua then began to beg her to go to bed, she went to bed, so she told me, for left the room before she laid down I looked at my watch it was $12\frac{1}{4}$ or $12\frac{1}{2}$ o'clock at night, I do not remember which, I went to my room to sleep I heard no more that night. ~~On the Monday~~ On the 9th (Thursday) he started to Portsmouth with some 3 or 4 bushels of potatoes which he had dug the day or before I wanted me to go with him I refused to go I did not go, on the day before he started to Portsmouth while at the well, he sitting on the horse trough, he proposed to sell to me the horse, hogs, cart & crops I said I did not wish to buy as I had no money, His wife who was present said Joshua if you see

to be sure you will leave me as well
off as you found me, for I had
30 or 40 barrels of corn, He said
he be damned to hell if he didn't
intend to sell I immediately walked
across the road into a potatoe patch
where H. T. Ellenor & Ed. T. Bryant
were. After he returned from Ports-
mouth he was walking about like
some one deranged, I said nothing
to him having said all I could.
A day or two before this he said he
~~he~~ was going to see A. J. Raby to see
if he wouldn't buy him out that
he was then going to Bertie Co. N. C.
to buy him a little piece of land
to put up a house on it for himself.

Q. 2: Explain the circumstances of
your coming to town on the 13 July
1874, can't say about stopping the suit;
A. That morning Mr. Doughtie came
out to where I was, I was in the act
of putting the harness on the horse to go to
my work. He said to me that Mollie
wanted me to come to the Court house
to stop that suit & I went in the
house to where Mollie (Mrs. Doughtie) was
in the bed, I told her what he had just
said to me, she told me to tell Mr.

Kelly not to stop the suit. As I was about to turn off from the bed, ^{when} Mr. Doughtie walked in the door, & thus, Doughtie said to me then, "Go, tell Mr. Kelly to stop." She said this at this time. Because she had put me on my guard I told me that if Mr. Doughtie came in while I was there, she would say so to me to satisfy his mind, as she did not want to be confused for he ~~had~~ was continually doing anything her to have it stopped, & I heard him ask her to do so very often, I reckon a thousand times, up to that time I had not heard her say whether she would or not; she all the time refusing to have it stopped when she said anything to me about it, & she said that she would spend all that she had & all that her children had as far as they would go with, before she would stop the suit. I gave no orders to any one to stop the suit.

Cross-examined by defendant's attorney.
Q. 1 Do you believe that if Mr. Doughtie had desired to kill himself that he had ample time before you came down stairs to have done so?

A. Yes, Sir, I think he did.

Q 2. Did you believe from what you saw at the time that Mr. Doughtie had any idea of killing himself or any one else on the night named?

A. - I believe if both barrels of the gun had been ^{loaded} that Mr. Doughtie's intention was to kill himself & wife too.

Q. 3 - you stated in your examination in chief that Mr. Doughtie told you at the time of the occurrence that the gun was not loaded & also in your cross-examination that Mr. Doughtie had ample opportunity to have killed himself, stating you think it was his intention to kill himself & wife.

A. In the first place it being very dark in the room he only found one barrel of the gun loaded. Two ammunition of the plantation to load it with. He was afraid to kill his wife because he couldn't kill himself & because he was afraid he would be detected.

Q-4 When did Mrs. Doughtie sleep from Saturday the 4th July to Thursday 9th July inclusive?

A. I suppose with Mr. Doughtie, I saw her once or twice,

Q. 5. When did you first hear of her determination to sue for divorce and did you hear speak of it?

A. I never heard of her determination to sue for a divorce, but only ~~of~~ to keep Mr. Doughtie from spending her property or making way with it that she might not suffer. I heard this in the day Mr. Doughtie came home from Portsmouth, from her.

Q 6: Did Mrs. Doughtie consult you or any one else to your knowledge before she came to Suffolk to bring the suit, with reference to the suit?

A. - She asked me the day or night before, if I knew there would be any chance to stop her property if Mr. Doughtie was going to sell it, I said I couldn't tell, I knew there was, that if she would come to Suffolk I see Mr. Witters he could tell her or Mr. Kilby, I do not know of her advising with any one else with reference to it.

Q 7: You say that Mr. Doughtie said he was going to buy a place in Bertie, did he say at the time that he was going to carry his wife with him or did he say that he was not going carry her with him?

A. He said he was not going carry her as she would not go with him.

Q. 8: Did you ever say to Mrs. Joshua Doughtie in the presence of Mr. Thos. Doughtie, Wm. Doughtie & ~~Ed~~ Bol-
din Doughtie that you came to
Suffolk to stop the suit & that
Mr. Kilby said it was too late to
cry over spilled milk or words
to that effect?

A. I did not

Q. 9: You state that you came to Town
in the buggy, state where you got the
buggy from show where it was
at the place you got it from?

A. Mrs. ~~Joshua~~ Doughtie & Mr. Ed T.
Bryant were coming to Suffolk, Mr.
Bryant came to Mr. Doughtie's house
hitched his horse to the buggy & they
came or rather started to Suffolk.
When they returned home ~~thos.~~ they
left on to Mr. Bryant's house & the
buggy was left there & Mrs. Doughtie
walked back home & the buggy re-
mained there until ^{Sunday} when I went &
got it & brought it home.

Q. 10. Did you ever hear Mrs. Doughtie
threaten to sue her husband or get her
property out of ~~her~~ ^{his} possession I leave

him at any time before this last trouble referred to?

A. I did not.

11 Q Had Mr. & Mrs. Doughtie lived together as man & wife on usual terms of intimacy up to the time of this difficulty?

A. So far as I know well in a while Mrs. Doughtie was fretful & used some harsh language.

Re-examined by Plaintiff's attorney

1 Q. Has Mr. Doughtie any trade?

A. He says he is

2 Q. What part of the crop are you to have for working in same?

A. One fifth of all that's made, 1 pair shoes, 2 pair drawers, 2 shirts, 1 my chewing tobacco & do his extra hauling to Suffolk

3 Q. Do you believe that it would be safe or prudent for Mrs. Doughtie to be again placed under the control of her husband in person or property?

A. I do not.

Re-cross-examined by defendant.

Q 1 You stated in your examination in chief that you advised your

sister to go to bed I sleep that you thought
there was no danger from Mrs. Doughtie
injuring her, state what has induced you to
(~~Excepted to~~) change your mind?

A. (~~Excepted to~~ by Plaintiff)

A. That night of the difficulty ~~you~~ I
thought that there was then no ~~def~~
danger, but from what has trans-
pired since, I do believe there is,
Q. 2: What has transpired since to in-
duce you to believe her person is in
danger.

A. I do not believe her person is in
danger, but do believe that her property
is.

And further than this, this defendant
sayeth not

John Scott

Rebutting testimony offered by the de-
fendant,

Joshua L. J. T. B. R. Wm. H. Doughtie
being duly sworn deposes & says:

Q. 1 Did Mr. Scott tell you or either of
you in the presence of the others that
he had been to Suffolk to stop the
suit & that Mr. Kilby told him
it was too late to give over spilled

milk or words to that effect?
 A. He told me (Wm H. Doughtie) in the presence of my three brothers mentioned, on Friday the 17 July 1874, that he had been to Suffolk to stop the suit & that Mr. Kelly told him it was too late to give over spilled milk or words to that effect

Q 2. Do you Joshua L. J. T. & B. R. Doughtie remember the conversation & words alluded ^{to} ~~to~~ ^{are} as to the matters contained in the above answer of Wm H. Doughtie true

A. We do, and further than this, these deponents sayeth not.

Wm H Doughtie

J. J. Doughtie

B. R. Doughtie

James J. Doughtie

State of Virginia

Chaucesmond County, To wit:

I, Wilbur J. Kilby, a Notary Public in and for said County in said State, do certify that the foregoing depositions were taken at the time & place mentioned in the caption thereto.

Given under my hand & seal this 29th day of July 1874.

Wilbur J. Kilby

Notary Public

Doughtie (her friend)

v.

Doughtie

Depositions

Filed July 30th

1874

At a Circuit Court, ^{continued and} held for Hancock County
The 12th day of April 1876

Mary Ann Doughtie, wife of Joshua L.
Doughtie, suing by her son and next friend
Edward F. Bryant.

Plaintiff.

Against E. In Chancery
Joshua L. Doughtie.

Defendant.

This cause came on to be heard, on the papers for-
merly read and on the report of Commissioner Prentiss
of 9th June 1875, made pursuant to the decree of
this cause in this case, to which report there is
no exception, and was argued by counsel. On
consideration whereof, the Court doth confirm the
said report and doth adjudge, order and decree
that the said Mary Ann Doughtie be and she is
herely divorced from the bed and board of said
Joshua L. Doughtie her husband, and that
she be protected in her person and property
from the control, management or interference
in any way of said Joshua L. Doughtie. And the
Court doth further adjudge, order and decree that
the Deed executed on the 6th of Octo: 1874 by said
Joshua L. Doughtie to said Andrew J. Raly convey-
ing Lands Houses &c. and the Bill of Sale or Deed exe-
cuted by said Joshua L. Doughtie to said Andrew J.
Raly dated the 8th September 1874, conveying corn,
fodder and other chattels be, and they are herely set
aside and declared null and void. And the Court
doth further adjudge, order and decree that Edward R.

Smith Adm^r de bonis non of Joshua Bryant: deid. (former husband of said plaintiff) pay the sum of \$214:02 now in his hands as such Adm^r, to the said Mary Ann Doughtie as and for her sole and separate estate, free from the claim or demand of said Joshua L. Doughtie or his order or assigns, with power to said Mary Ann Doughtie to take, use and spend the same as she may think fit and proper. And the Court doth further ad judge, order and decree that the said Joshua L. Doughtie and said Andrew J. Reily pay and deposite in the Commercial Bank of Suffolk on or before the 1st: day of October next, the sum of \$261:00^c as referred to in A. J. Reily's deposition filed with Commissioner Prentiss' report, as the proceeds of the chattel estate sold by said Joshua L. Doughtie and Andrew J. Reily and conveyed by the Deed or Bill of Sale aforesaid of the 8th: Sept: 1874, and make report to this Court that the same is so paid and file with said report the certificate of the Cashier of said Bank of the fact. And the Court doth order that the rule heretofore issued against said Joshua L. Doughtie and said Andrew J. Reily on the 22ndth Feb: 1875 be discharged. And it is further ordered that possession of the real estate referred to in said Deed from said Joshua L. Doughtie to said Reily of the 6th: Oct: 1874 be vacated by said Joshua L. Doughtie, and the possession of the same turned over, delivered and surrendered to said Mary Ann Doughtie. and that James Daught

Trey (son in law of said Mary Ann Doughtie) and Samuel P. Bryant, her son by her former husband be and they are hereby appointed trustees to take and hold said land as trustees for said Mary Ann Doughtie who are authorized to allow her to use and occupy the same, or if not so need to be rented out by them for her use.

And ordered that the said Doughtrey and Bryant make report to this Court whether the said land has been delivered to them, or not, and their action in the premises. And ordered that the said Ed. R. Smith admit as aforesaid, report his payment hereunder to Court with the evidences thereof. And ordered that the costs of this suit be paid by said Joshua L. Doughtie and said Andrew J. Raly and that the plaintiffs have her execution therefor. And ordered that a copy of this decree be delivered to said Joshua L. Doughtie and to said Andrew J. Raly and to said Mary Ann Doughtie

A Copy—

Teste,

Peter B. Prentiss, Clerk

Clerk (w. ec)	\$11.75
" (P.B.P.)	8.25
Att. 1749	16.50
Sh. 1749	5.40
Com. 1749 (P.B.P.)	15.00
Noty. Paid (w. 1749)	10.00
W. 1749	74
" 1749	74
" 1749	90
" 1749	90
" 1749	74
" 1749	74
Total	\$170.92

Mary Ann Doughtie &c

Is { copy Deed

Joshua L. Doughtie &c.

pay out

adjudge over and decree that Edward R. Smith advow de bonis ~~non~~ of Isabella Bryant dec'd (former husband said plaintiff) pay the sum of \$214.02, now in his hands, as such advow, to the said Mary Ann Doughter as for her sole separate estate free from the claim or demand said Isabella L. Doughter, or ^{order, or} his assigns, with former said Mary Ann Doughter to take use & ~~pay~~ ^{spend} the same as she may thing fit proper.

and the Court doth further adjudge now & decree that said Isabella L. Doughter said Andrew J. Raly pay & deposit in the Commercial Bank of Suffolk on or before the 1st day of October next the sum of ~~\$600~~ ^{\$261.00 as referred to in A. J. Raly's deposition} as ascertained by said Leon ~~Report~~ ^{Prentiss' report} as the proceeds of the ~~Real~~ Chatter estate owed by said Isabella L. Doughter said J. Raly, & conveyed by the deed or Bill of sale aforesaid of the 8th Sep, 1874 and make report to this Court that the same is so paid, file with said Report the Certificate of the Cashier said Bank of the fact —

filed with

and the Court doth order that the rule heretofore issued against said Isabella L. Doughter said Andrew J. Raly on

the 22^d of Feb'y 1875, he discharged -

and it is further ordered that possession of the real estate referred to in said deed from said Joshua L. Doughtie, to said Rely of the 6th Oct 1874, be vacated by said Joshua L. Doughtie & the possession of the same turned over, delivery surrendered to said Mary Ann Doughtie, and that Elmer Doughtie (son in Law of said Mary Ann Doughtie) and ~~James~~^{Samuel P.} Bryant her son by her former husband, be & they are hereby appointed Trustees to take & hold said Land as Trustee for said Mary Ann Doughtie, who are authorized to allow her to occupy the same, or if not so used to be rented out by them for her use -

and orders that the said Doughtie & ~~James~~^{Samuel P.} Bryant make report to this Court whether the said Land has been delivered to them or not & their action in the premises;

and orders that the said Ed. Robt. Smith advise as aforesaid report his payment hereunder to Court with the evidence thereof.

and orders that the costs of this suit be paid by said Joshua L. Doughtie & said said J. Rely & that the plaintiff have her execution therefor, and orders that a copy

of this Decem he desired to aid Inhera L.
Daughter to aid. And J. Raly and
to aid many aim Daughter

Daughter &

v

Daughter Jr.

1896

Ape A.

Devere

To be entered.

Inhera

Opp. No 1-k 312

4

Doughtie &
N

Doughtie

This cause came on to be heard on the papers formerly read on the supplemental Bill of the Complainant taken for Confessed as to the Defendant Edward R. Smith adm. de bonis non with the a/c annexed of Joshua Byassett decd, on whom process has been duly executed & he still failing to appear to make defence, on the answer of Joshua L. Doughtie & Andrew J. Raly to said supplemental bill, this day filed an application to said answer, & exhibits filed with said Bill & said answer, and was argued by Counsel. On consideration whereof the Court doth adjudge order & decree that the said Joshua L. Doughtie and Andrew J. Raly, ^{to the first day of May next} be summoned to show cause why an attachment should not be issued against them for violating the order of the Judge of this Court made on the 31 day of July 1874 which prohibits a sale of the property referred to in the proceedings; and that a Comr of this Court ascertain & report to Court the value of the property sold by said Doughtie & Raly which was ~~com~~ named in the Homestead deed referred to in the proceedings

and also ascertain what amount will
be coming to said Mary Ann Doughtie
as the late widow of Joshua Bryant
decd., and to that end settle the trans-
actions of Edward B. Smith as admin-
istrator with the will annexed
of said Joshua Bryant decd., and make
report to Court.

and orders that a copy
of this order be served on the said Joshua
L. Doughtie & Andrew J. Raby

Doughtie &
N

Doughtie &

1875

for Term

Declar

to be entered

Westbrook

Entered

The Commonwealth of Virginia

To the Sheriff of Hansemond County Greeting,

We command you to summon Joshua L. Doughtie and Andrew J. Rabey to appear before the Judge of the Circuit Court of our said County ^{at the Court House} on the 1st day of the May Term next (that being the 19th day of May 1875) to shew cause, if any they can, why an attachment should not issue against them for violating the order of the Judge of our said Court made on the 31st day of April 1874 in a cause therein pending between Mary A. Doughtie suing by E. T. Bryant her next friend plaintiff and the said Joshua L. Doughtie defendant, which order prohibits the sale of certain property in the proceedings in said cause referred to. And have then there this

Summons, Witness Willis E. Lechoon Clerk of our said Court, at the Court House this 22nd day of February 1875 in the 99th year of the Commonwealth

Teste: Willis E. Lechoon Clerk

March 1st 75 Executed & copy delivered to
Jos S Doughter & A J Raby
J L Fulgham Sheriff

Mary A. Doughter 6/10

Rule against
J. S. Doughter and
A. J. Raby

Joshua K. Doughter and
To Mary 1875

1875

Mary Ann Donaghy, wife of Joshua L. Donaghy
suing by her son and next friend Edward
J. Bryant

vs.

Joshua L. Donaghy

On the motion of the
plaintiff by her attorney & for reasons appearing
to the court it is ordered that the defendant
pay to the plaintiff or her attorney the sum of
fifty dollars to enable her to prosecute this,
her suit: and ordered that the defendant
pay to said plaintiff the further sum of two
dollars per month for alimony, commencing
on the 2nd day of October 1874, the first payment
to be made on the 2nd day of November next
and monthly thereafter till further orders,
and ordered that execution issue therefor
~~on the 2nd day of October 1874~~ for said sum of fifty dollars,
and also for the monthly allowance of two
dollars aforesaid, from time to time unpaid
paid

Doughter
v

Doughter

1874

~~Sept~~ cr.

Order

To be entered.

Geo. B. Moore

Entered

To Andrew J. Raby Esq

Sir

you are hereby notified
that the Chatter estate now in the possession
of Lepe Doughtie, is under a decree of Court
held subject to future order, and if you see
the same, you must abide the result of
the suit pending, .

Oct. 12 1874

Mary A. Doughtie
by John R. Kelly Esq
atys

A. Kaly

"O"

noted
17 Oct 1895

This Deed. made this 31st day of August 1874 by Joshua L. Doughtie a householder and head of a family and a resident of Harrisonburg County State of Virginia Metropolis there the said. Joshua L. Doughtie doth hereby Herby and set apart the following property as his homestead Exemption under the act of Assembly, approved the 27th Auger 1870. The interest of a life right of my wife Mary A Doughtie in the Caleb Savage tract of land valued at \$500. 00

One horse & Car. 75. 00

One Buggy 50. 00

Two head of cattle 25. 00

Five ten hogs 15. 00

Household & Kitchen furniture 300. 00

Two Sheds one watch and one gun valued at 40 00

The said Joshua L. Doughtie doth hold the above articles as his Homestead Exemption, Exempt from every garnishment or sale

Witness the following signatures and seal

J. L. Doughtie 

State of Virginia }
Harrisonburg County } Doice

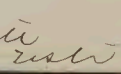
This day personally appeared before me A. B. Withers a Commissioner in Chancery in and for the County aforesaid Joshua L. Doughtie whose name is signed to the writing above and acknowledged the same to be his deed Given under my hand this the 31st day of August 1874

A. B. Withers

Comm. in Chancery

In the Clerk's Office of Harrisonburg County Court the 31st day of August 1874

This Deed of Homestead was acknowledged by Joshua L Doughtie and thereupon admitted to record.

Teste  W. B. C. Clerk
City Clerk

J. L. Douglass

20 } over

Harvard

copy

31 Aug 1879

"M"

Know all men by these presents that Joshua L Doughter of
the County of Hanseman and State of Virginia, in consideration
of the Sum of one hundred dollars to me in hand paid by
Ans. J Roby the receipt whereof is hereby acknowledged
have bargained and sold and by these presents do bargain
and sell unto the said A J Roby my entire crop cultivated
and raised this year (1874) upon the farm where I reside
consisting of Corn, fodder, peas, potatoes, and cotton &c
which crop I promise and bind my self to take care of and when
matured to gather and store away in good condition and
turn over to the said A J Roby in like condition when and
called for by the said A J Roby or his representation and the
said crop and its management to be subject to the order
of the said A J Roby until he shall deem all the
crop so purchased by him and sold by me have been
fully delivered into his hands and I thereby release
from this obligation by his Certificate of the same, and
in case all of the above is complied with and the
said A J Roby has received the full effects of said
property. Should William Lilly, David Horton and
the said A J Roby have to pay a bond in the Farmers
Bank of Nans^d for thirty five (\$5) dollars (\$5) me
endorsed by them. The said A J Roby do promise and
agree to repair the damages they or the said Wm
Lilly & David Horton may have to sustain on
account of the liquidation of said Bank Bond.
In witness whereof I hereunto set my hand and seal
this 5th day of September 1874
mine
A Cuthers.

J L Doughter

In the Clerk's office of Hanson County Court the 5th
September 1874

The foregoing Bill of Sale was acknowledged by
J. L. Doughtie and thereupon admitted to
record

Test

dy

Willis E. Bohm Clerk

Test

Willis E. Bohm att

J. L. Doughtie

to J. M. Cole

A. J. Ralston

(copy)

Sept 1874

"L"

This Indenture. made the 6th day of October in the
Year 1874, between Joshua L. Doughtie of the County of
Harrison and State of Virginia of the one part, and
A J Roby of the same County and State of the other part
Witnesseth. That the said Joshua L Doughtie, in
consideration of the Sum of Three hundred dollars to
him in hand paid by the said A J Roby the receipt
whereof is hereby acknowledged, have bargained and sold unto
the said A J Roby his heirs and assigns, the entire interest
and title of him the said Joshua L Doughtie in the
Lands, ^{houses} buildings, Stables, out houses of every kind. of orchards
gardens, orchards, all appurtenances thereto. &c. &c. arising
and accruing to him by reason of marriage to his present
wife Mary Ann Doughtie which real estate is known
as a part of the Joshua Bryant farm, upon which the
said Joshua Bryant died seized and possessed, and
which real estate ~~he~~ thus sold according to said
Mary Ann Doughtie, the wife of the said Joshua L.
Doughtie by reason of the estate of the said Joshua Bryant
decd. To have and to hold the said interest and
title in the above mentioned estate of the said Joshua L
Doughtie intended to be bargained and sold and every
part and parcel thereof with every of their rights, interests
and appurtenances unto the said A J Roby his heirs and
assigns forever, free from the claim or claims of him the said
Joshua L Doughtie and of all and every person or persons
whatsoever, shall, will and do warrant and forever defend
by these presents. In witness whereof the said Joshua L.
Doughtie hereunto set his hand and seal

the day and year first above written

J. L. Doughtie ~~copy~~

In the Clerk's Office of Tansierand County Gaist 8th Oct
1874

This deed was acknowledged by J. L. Doughtie and
thereupon admitted to record

Teste

Willis E. Cochran clerk

copy teste

Willis E. Cochran clerk

J. L. Doughtie

copy deed

A. J. Robery

(copy)

(K)

6 Oct 1874

Doughtie p p d

11

Doughtie

This cause came on again to be heard on the papers formerly read & on the report of John R. Kilby, Comr, made under the decree of 12th April 1876 - to which there is no ^{Exception} ~~report~~ - and was argued by Counsel: on Consideration whereof the Court doth Confirm the said Report & the Court adopting the recommendation of said Comr: as to the disposal of the sum of \$179.08 referred to in said report, doth adjudge order and decree that out of the said sum of money he, the said John R. Kilby, Comr, as aforesaid is directed to pay ~~the~~ any costs that may remain unpaid, and then pay the residue thereof to said Mary A. Doughtie (and take her receipt therefor and file the same in this cause, and nothing more remaining to be done in this cause it is ordered to be removed from the docket.

Daughter W. P. D.

n.

Daughter

1876

Oct. 21.

Final Service

To be entered,

Geo. B. Brown.

Entered Off. No. 1 - p. 31/4

Doughtie per friend S
Ed. J. Bryant " S
vs.

In the Circuit Court for
Hanseman County Tex

Doughtie et-al.

The joint and several answer
of your defendants J. L. Doughtie and
A. J. Raby to a supplemental bill exhibited
against them in the suit of Doughtie by
her next friend E. J. Bryant against Doughtie
Raby defendants answer and say
that: suit was filed against ~~one~~ of
your defendants at August Rules 1874
which was instituted on the 14th July 1874
and a restraining order granted, this suit
had for its object a separation from
bed and board of the plaintiff from one
of your defendants now her husband
and sought by means of the restraining
order to prevent your defendant Doughtie
from disposing of his property, in
order that there might be sufficient prop-
erty to answer the ends of this suit & to pay
costs and alimony were any decreed. —
One of your defendants filed his an-
swer to the complainant's bill and upon
that answer and depositions read
asked that the divorce should not
be allowed and that the restraining
order granted on the 14th July should

he dissolved, your defendants prayer
was answered, the divorce was refused
and the restraining order dissolved
and in its stead the following order
issued at the instance of your defendants
Daughter. dated the 31st July 1874. "That up-
on the application of the defendants
it is ordered that the former restraining
order in this suit be dissolved and re-
voked and that the defendants be re-
-stored to his former rights as they existed
before the restraining order issued &
that the said defendant shall be in-
hibited and restrained from in any
way interfering with the person of the
plaintiff or disposing of the property
acquired by marriage, except the crown
of this year which may be disposed
of as he may see proper and it is order-
ed that the wife be restored to her former
condition with relation to the use of
her property; and that this order shall
remain in force till the further action
of this court, and it is recommended by
the court that the parties to this suit will
adjust their differences and continue
to live as an obedient wife and an
affectionate husband should."

One of your defendants in obedience
to this last cited order, went to his home
and endeavored in good faith to carry out
the instructions of the Court, his wife
returned to her home and spent sever-
al days with your defendant daughter
and every thing seemed to work propitiously
by your defendant having been put
to great expense in his suit and being
desirous of relieving himself of the debts
so forced upon him, then sold his crop
and nothing else to your defendant
A. J. Ruby for the sum of one hundred
dollars as may be seen by exhibit "D"
filed with complainant's Bill. and as
may also be seen by exhibit "E" filed by
your defendants and prayed to be taken
as part of this answer. This sale took
place on the 8th Sept. 1874 and in compliance
with decree of 31st July 1874. Your defendants
further state that at the September term
of your honors court for this County to-wit
on the 29th Sept. 1874 your complainant
asked for "further action from this honor-
able court," and at that term obtained
an order directing one of your defendants
to pay to the plaintiff Fifty Dollars as
costs, and Ten dollars per month for

alimony, tho' no divorce had been granted. This order was granted on the 2nd day of October 1874, and directed that these payments should commence on the 2nd Oct. 1874 & the first payments were made on the 2nd Nov. and if not paid execution should issue from time to time, until paid. This order your defendants allege exonerated your defendants from an order dated 31st July 1874 which after the "further action" of the Court was abrogated, and in order to fully carry out the order of 2nd Oct. 1874 your defendants was compelled to sell the rest of his personal property to meet the payments for costs and alimony as they respectively fell due, and in order to effect this Doughtie one of your defendants sold to A. J. Roby another of your defendants his entire interest in his wife's real estate and all of his personal property for the sum of Six hundred dollars which sale took place on the 6th October 1874 as will appear from exhibit ("B") herewith filed. Your defendant further says that after so selling his property as indicated he proceeded to pay the

the Fifty-Dollars as due to tho' not then
due, and has since that time paid
the alimony that is already due up
to the date of this answer, that he
has carried out in good faith and
honestly the orders of this honorable
court and has not treated it with con-
tempt as charged in the bill nor acted
in collusion with any one to avoid
the payment of the money, or to impover-
ish his wife, the Complainant, that he
has nothing but the kindest feel-
ings for the Complainant believing
that she is acting by advice, from
evilly disposed men who are seek-
ing to be benefitted by her acts. -

Sam defendant Doughtie further says
that he did as charged in the bill
take the benefits of the Homestead Ex-
emption Law as provided for by the
Laws of the State on the 31st August
1874 being at that time pressed by
his creditors, and that he did after-
wards sell the same without the con-
sent of his wife the Complainant, and
he is advised and so states that he

In Re Joseph had a perfect right to do the same
Solomon. That his wife had left his house and
U.S. Cir Ct
for D.C.

and homestead, provided for her against
your defendants will and without
prosecution and of her own free
will and accord, gave up all rights to
the protection and support of your
defendants, & all ^{the} rights of a wife. —
no longer rendering your defendant
the services to which the law entitled
him, and treating his authority with
contempt, that your defendant Douglas
is charged with contempt, and fraud, and
collusion, that no contempt or fraud has
been intended nor can any be shown, but
your defendant has been utterly misrep-
resented and the charges made in the
Complainant's bill are untrue and
unfounded, that the occurrences therein
set forth are not stated in the order they
came, but are stated so as to deceive
and mislead your defendant —
Your defendant further says that
A. Q. Ruby has paid him all or near-
ly all of the purchase money of the
property sold to him, except a certain
amount reserved by the said Ruby
with which to pay the alimony which
may become due. as will be seen by
the sworn statements herewith filed

and make S(3) * which is in every re-
spect true, the complainant alleges that
the personal property coming to her
~~from~~ from her first husband's estate is
not a subject of sale and can not
be sold without the interference of a
Court of Chancery. But defendant
says that upon his marriage with the
said Complainant all of her choses
in action and personal estate belong-
ing to her, became his by marriage unless
there was some contract or settlement
to prevent it which is not the case &
that if his he had the right to sell and
dispose of the same. - But defen-
dant A. J. Koby says that at and before the
commencement of this suit Joshua
L. Daughter was indebted to him in
various sums amounting in all
to upwards of \$273.⁰⁰ that he bought
his crop as alleged and paid him \$100
for the same that he bought his chattel
estate for \$300. and his interest in his
wife's lands for \$300. & interest in money
bonds &c. for \$250. and duly paid the whole
indebtedness as will be shown by exhibit
(3) herewith filed and which is a
part of the answer of your defen-
dant.

Your defendant is charged with
collusion & contempt, as your de-
fendant is advised he answers and
says that he has been guilty of no con-
tempt and has practiced ~~no~~
collusion, that he for the sole purpose
of paying a debt due him and with
an eye single to his own interests
and acting in good faith in per-
chasing the property from your
defendant Daughter, as is evidenced
by the ~~the~~ exhibits filed and the vouchers
signed by your defendant Daughter.
It is charged that your defendant
comes under the rule of ^{a purchaser} pendente lite.
Your defendant answers as he
is advised that the rule does not
apply to your defendant as the cor-
pus of the estate was not the matter
in suit, nor with reference to which
the suit was brought, but merely inci-
dental thereto, that your defendant
did proceed to sell the chattel
estate purchased of Daughter as
was his right under the law, that
he did receive a note from Geo.
R. Kelly telling him not to sell the
property of Jesse Daughter. —

and which note the complainant's claim
is legal notice and is marked "Q." your defen-
-dant says that he had no property of
Jesse Daughtrie, and that the note is
no notice it having been served on your
defendant less than ten days before the
sale of the property purchased by him
from Joshua L. Daughtrie your defen-
dant, & hence is not such a notice as
the law requires. That your defen-
dant A. Moby fully answers the inter-
rogatories in the Complainant's Bill
in his answer and the accompa-
nying vouchers and exhibits. —
and now having fully answered
your Complainant's bill your
Defendants ask that the plaintiff
be required to show ground for
the malignant charges brought
against your defendants &
which are by your defendants
declared impertinent, and ask
that they be removed from the
Supplemental bill as such —
Your defendants further say
that they have in no way injured
or interfered with the complainant.
That the complainant has been

active in furnishing information
to your defendants Roby as to the
whereabouts of the property sold
him by Doughtie, that she attended
the sale of the property made by
Roby one of your defendants and
bought stuff there to a large amount
that she made no objections to the
sale, that execution issued on the
last order in this Court before
the money was due, and against
the express order of the Court, the
order directing that the first pay-
ment should be made on the 2nd
Nov. and if not made then, that ex-
ecution should issue from time to
time till paid, that before the 2nd Nov.
an execution was issued by the
complainant against J. L. Doughtie
your defendant, which execution
tho' illegally issued your defendants
paid, and lastly your defendants
pray that their ~~complaints~~ be
dismissed with their costs, and
that all the allegations made in
this answer are true to the
best of your defendants knowl-
edge & belief.

J. L. Daughtry
A. J. Rabey

State of Virginia
Hanscom Co Town.

This day personally appeared
before me A. J. Rabey a Commissioner
in Chancery for the Circuit
Court of the Co. of Hanscom
A. J. Rabey and Joshua L. Daughtry
the parties whose names are
signed to the answer above and
made oath that the matter &
things therein stated are true
to the best of their knowledge
and belief. Given under my
hand and this the
11th day July, 1875

A. J. Rabey
Comm. &c

Memorandum Showing Certain
business arrangements between J. L.
Doughtie and A. C. Rabey in relation
to purchases and payments of property.
from the 8th day of Sep. 1874

1874
Sep 8- A. C. Rabey buys from J. L. Doughtie - Crop for. \$100.00
" Rabey ^{pay} the same by assuming J. L. Doughtie's liability - \$35.00
" By C. given on bond for \$105⁰⁰ dated 29th Dec 1873 65.00 100.00
1874
Oct 6th A. C. Rabey buys of J. L. Doughtie. Certain personal est. for. 300.00
" " " " " " " " real est. for 300.00
" " " " " " " " 600.00
" Rabey pays. by assuming ans. ordered by Co. \$90.00
" " " " " " " " Bal on note dated 1873 Dec 29th 56.05
" " " " " " " " ans. bond " 1873 Sep 20th 168.00
" " " " " " " " (with collateral) dated 1874 May 18 203.76 - \$578.81
" " " " " " " " Bal due Doughtie 81.19
Oct 6 1874 Due Bill to Doughtie for 81.19
1874 Oct. 20th By previous promise. Rabey lets to
J. L. Doughtie farm. \$150.00 (x. unclosed)
" ~~Oct. 20~~ Rabey buys of Doughtie
out in money bonds &c for 250.00
" " Rabey pays Doughtie cash \$80.00
" " Rabey gives note payable on sight 170.00 250.00
1874 October 20th Rabey's indebtedness to Doughtie. by note & due bill \$251.19
" Nov 9- Rabey furnishes Doughtie. Cash for Gro. \$10.00
" " 14- " " " " " for certain purposes 20.00
" ~~Dec. 1st~~ " " " " " Cash 71.19 \$101.19
" " " " " " " " 150.00
1874 Dec. 1st Doughtie draws rental contract
for farm with Rabey for \$150⁰⁰ \$150.00
by Conditional bonds due 12 mo after date 150.00
and thereby effecting a full settlement to date

State of Virginia
Hanseman Co. Lewis.

I Alwinters a Comm. In Chcy
for the Circuit Court do certify that A. G.
Raby personally appeared ~~before~~ me
in my County and made oath that the
accompanying statements of transac-
tions between the said Raby and Joshua
L. Doughtie are true to the best of his
knowledge and belief. Given under my
hand this the 9th day of ^{Jan} 1875-

~~A. G. Raby~~
Alwinters
Comm. In Chcy.

State of Virginia
Hanseman County. Lewis:

This day personally appeared
before me Joshua L. Doughtie and
made oath that the foregoing statement
is true to the best of his knowledge and
belief Given under my hand this the
11th day January 1875

Alwinters
Commissioner In Chcy
for the Circuit Ct.
Hanseman Co.

3

Mr Joshua L Doughtie
1873 To Norfolk Bros

April 28. To amt of goods purchased for wife
Mrs Mary A Doughtie \$16.15

State of Va.

Hammond Co. to wit

This day personally appeared before me Alwithers a Caus. In Chcy. for the Circuit Court, Wilson Norflet one of the firm of Norflet Brothers and made oath that the amount of goods purchased as above, were purchased by Mary A. Doughtie the wife of Joshua L. Doughtie, and were paid for afterwards by her husband Joshua L. Doughtie

Given under my
hand this 30th July 1874
Alwithers
Caus. &c.

Mr Joshua L Doughtie

1872		Box of Nonparel Bros		
Aug 12		Box on suit cloth	\$ 7.37	
" "		1 Box Bravat	.38	
" "		1 pr Gloves	.62	\$ 8.37
" 22 th		sugar 16 Yeast Powder 15 ⁺	.40	
Sept - 5 th		Sugar 61 -	1.00	
" "		Shots 1/6	.25 -	
" "		Soap	.20	
" "		1 Box Caps	.08	\$ 1.53
Nov 11 th		10 Yds Calico @ 9 ⁺	\$ 1.25 -	
" 18 th		1 Bravat 2 1/3	.38	
Dec 3 rd		1 Hat 9 1/2	\$ 1.50	
" "		1 Hat	.20	
" "		1 Large Bucket Leased 4/6	.75 -	\$ 24.5 -
1873 Jan 16 th		14 Yds Doflin @ 2 1/2	5.25 -	
" "		Trimming for Same	1.75 -	
" "		1 Shovel 5/3 1 pr Shoes 1 1/4	2.87	
" "		35 lb Flour @ 6 ⁺	2.10	
" "		1 Spine Cotton 5 ⁺ Braids 3 ⁺	.10	
" "		1 do 1 Orow	3.75	\$ 15.82
" 27 th		4 lb sugar @ 9 ⁺	.50	
" "		2 " Coffee @ 28 ⁺	.56	
" "		1 Hat 13/6	2.25 -	
" "		1 pr Mens Shoes	2.25 -	
" "		1 " Ladies shoes	1.25 -	
" "		1 Box Callars	.30	
" "		Handkerchiefs 1/6	.25 -	\$ 7.36
" 27 th		2 3/4 Yds Corduroy @ 5/3	2.41	
" "		Thread 15 ⁺ Jeans 15 ⁺	.30	
" "		1 Bustle 2 1/3	.38	\$ 3.09
				\$ 40.65

1873	Am't Brought Over			\$40.68
Feb-15 th	Pins 1/6, Pepper 19	.44		
" "	Yeast Powders 15	15-		
" "	25-lbs Flour @ 6 1/4	1.56		
" "	10 " Sugar @ 9	1.25-		
" "	Spool Cotton	.10		
" "	10 Yds Bleached Cotton @ 9	1.25-	\$4.11	
" 26 th	Powder & Shot	.22		
" "	Plow Casting 6/- 1 Lock	1.50	\$1.72	
" 26	11 Yds Calico @ 9	1.38		
" "	1 " Jeans	.20		
" "	1 Spool Cotton	.05-		
" "	2 Bosoms @ 3/-	1.00	\$2.63	
Feb 28 th	2 lbs Sugar for M. L. Miller @ 9		25-	
Mar 6 th	1 Bbl Flour	\$11.50		
" "	8 lbs Sugar @ 9	1.00		
" "	4 " Coffee @ 1/6	1.00		
" "	1/4 Bush Potatoes @ 15/-	.63	\$14.13	
" 27	amt from M. Norfleut			
	From H. S. Doughties acct		\$4.29	
Mar 29 th	2 Points 3 1/2 Salt 21.5	.78		
Apr 3 th	Matches for Mr Bryan	.08		
" 14 th	Sugar 6/- Yeast Powders 30/-	1.30		
" "	1 Point 15, 10 Yds Cottons @ 10	1.15-		
" "	1 1/2 Yds Calico @ 9	.19	\$2.64	
Oct 2 nd	1/2 Bbl Flour & Rye	\$5.25-		
" "	1 M Key Stone Organs 15/-	2.50		
" "	2 ms ~~Wm~~ M. Shoes 12/-	2.00	\$11.75	
" 11 th	1/4 lb Pepper	.10		
" "	1/2 " Soda	.06		
" "	1 Bottle Powders	.13-	31	
" 25 th	1 lb Coffee 28 1/4 1/6		5-3	
Subst for 20 th (1873)	Rec'd by Mrs. Norfleut, Brothers		\$84.51	

State of v^{rs} Hanscom & Co. Louis

This day personally appeared before me A. L. Withers —
Cm. In Chy. & C. Wilson & Orfleet one of the firm
of Orfleet Brothers & made oath that the
above account is correct & just, & was
paid up in full by Joshua D. Doughtie

Given under my hand
this the 30th July 1874

A. L. Withers Cm. & C.

Daughter of In The Circuit Court of New-
York, in and for the County of Virginia.

Daughter of The defendant in
this suit Joshua S. Daughter the hus-
band of Mary A. Daughter the plaintiff,
respectfully represents to the Court
that he married Mary A. Daughter, the
then widow of Joshua Bryant decd.
in August 1872 after having procured the
license required by law, that at the
time of her marriage she was 45 years
old and your defendant was 23 years
old, that we were married by the service
of the Methodist Church, & mutually
agreed to take each other for better
or for worse, that the said Mary A.
Bryant, the plaintiff, was of sound
mind and of lawful age & perfectly
competent to enter into any kind of a
contract, that at the time of her marriage
she was managing her husband's es-
tate as administratrix, that she had
been well acquainted with your de-
fendant for two or three years before
her marriage, & lived within one mile
of him, was perfectly acquainted
with his habits, knew that he was a
poor man & had to work for his

living, that your defendant exercised
no undue influence over her & induced
her to marry him, that she was possessed
of a small chattel estate & the
life right when husband & homestead
which after her death went to her
children by a former marriage, that
all the property she had wanted was
except in value the sum of \$300. —
& that your defendant knew at the
time of marriage, that they were married
without a marriage settlement she
being perfectly willing to entrust her
small estate to the management of
your defendant, that since the 1st Sept
1872. your defendant has ^{had} entire control
of all her property, & has now property
equal in value if of not greater value
— as then when he married her, that the
property has been prudently & econom-
ically managed, & has not been wasted,
that no complaint has ever been made
by the plaintiff until the institution
of this suit, that the cause of trouble
of which she complains is of no
moment, your defendant giving
way to a temporary exhibition of tem-
per, did pick up a gun that he

supposed empty at the time, & did
cock it & threaten to shoot himself
without however seriously con-
templating such an act, & did not get
up off of the couch on which he
was lying at the time, that the
plaintiff became alarmed, or preten-
ded to be so, & called her brother, & upon
this charge alone your plaintiff asks
for a divorce, that there is no charge
in the bill of cruelty or desertion nor
even reasonable cause of bodily
fear shown, that your defendant
has ever been attentive to his family
indulging them in every thing that
could be prudently procured, never
denied the plaintiff either food or
clothes but provided them accor-
ding to your defendant's means,
that he has bought groceries of several
merchants in town for his family as
will appear from the bill herewith
filed and marked "A." paying for the goods
as purchased out of his own money.
that he has ever lived in terms of per-
fect intimacy eating & sleeping with
her all the time, that she has before this
time been a dutiful & affectionate wife, & your

defendant has endeavored with best of
his ability to discharge his duties as
her husband, & your defendant does solemn-
ly believe that no wife ever had less
cause to complain, & that after the diffi-
culty referred to in the Bill, your defen-
dant continued to reside at home with
his wife sleeping with her every night
& had forgotten all about the matter
until after his return from Portsm-
outh as will be seen in the depositions
herewith filed, that the matters referred to
in the bill & taken as ground for divorce
occurred on the 4th day of July 1874 that
your defendant went to Portsmouth
on the 9th his wife remaining with
him as she had for many days up
to that time performing all her duties
& conducting herself as was usual -
that after your defendant left home
for Portsmouth, Edward T. Bryan dis-
advised counsel & encourage the said
plaintiff to go to Suffolk and arrange
so as to take her property out of your
defendants hands, he the said Bryan
her son, taking her to Suffolk for that
purpose. that your defendant
never knew until his return home

from Dartmouth that the said
plaintiff had any idea of procuring
a divorce or attempting in any way
to end the pleasant relations that had
formerly existed between us. Your
defendant further says that since
the restraining order, or injunction
has been served upon your defendant
he has been denied the use of his house
horse, & all his property, that the house
has been closed against him, & he
denied access to his own property. that
The brother & son of the plaintiff are
now in possession of my entire prop-
erty & your defendant has no as-
surance that the whole of it will
not be disposed of before he can
by law prevent it, that his crop is
now suffering for work & he cannot
work it for want of a horse, that
supplies furnished by your defen-
dant are being consumed without
his permission, & your defendant has
no protection, and lastly your defen-
dant says that it is his desire to
live on the same terms with his wife
as heretofore, that it is not his purpose
now nor ever has been to injure his

his wife either in person or property -
that he has never intended or said
that he intended to sell every thing and
leave his wife or any thing without effe-
-ct, nor has such ever been his inten-
-tion, but on the contrary he has endea-
-vored with the best of his efforts to dischar-
ge all his duties, that he has paid
all her debts from the time of her
~~husband's~~ ^{husband} death to the present time, -
in short all of her ante nuptial
debts, that your defendants be-
-lieves that if left alone his wife
would never have pursued this course
that he has never persecuted her in
the sense of the charge in her bill
but on the contrary has endeavored
and is now endeavoring to live
peaceably with her, that she is the
party desirous of leaving & not
your defendants, and lastly that
your defendants solemnly alle-
-ge that all the matters & things
set forth in this answer are
true with the best of my knowledge
and belief
J. L. Doughton

State of Virginia

Warren County, Wm.

This day personally appeared before
me A. Eldriches Com. Du. Lehey in &
for the Coming apines and G. L. Dange
in the person whose name is signed
to the writing above, & made oath
that the matters & things named in
the foregoing writing are true to the
best of his knowledge & belief.
Given under my hand this the
30th day July 1874

A. Eldriches
Com. Du. Lehey

Answer of
J. L. Doughtie

Jan. 10 1875

Suffo. Va.

Geo R. Kiley Esq^r.

Dear Sir:

Having become the purchaser
of the interest of Mr J. L. Doughtie, in the
monies, bonds &c arising from the Est of
Joshua Bryant dec^d. which interest ac-
=crued to the said J. L. Doughtie by reason of
his marriage. &c; And as I have learned
from Eadie Smith as well as from Mr &
Mrs Doughtie, that the business has all been
placed into your hands, and am referred to
you for full information in relation to the
said interest. I wish you to be kind enough
to give me all necessary particulars and in-
=formation, as early as convenient. I called at
your office this evening for the purpose of
speaking to you upon the matter - don't find you in
very respectfully &c
Oct 23rd 1874

Wm. Raley

'A'

14th

John R. Kilby Esq
Profr. Va

Nov. 20 1875
Bryant's 2nd

Bill of Affidavits
encl.

File

Seemingly per for

" 3

Seemingly

The original Bill is for divorce and for alimony or support according to the provisions of §10, Ch. 105 Code page 852, and to preserve the estate of the husband so that it may be forthcoming to meet the decree of the Court - This was the sole object of the original bill - An the theory of the bill is that the wife has some specific claim or lien on the property that was hers at the time of the marriage which is erroneous, *Almond v Almond* 4 Bond, 662.

It is manifest from the evidence and the principles of *Carr v Carr* 22 Grt. 168, that the plaintiff is not entitled to a divorce - And consequently this original bill must be dismissed.

And if not entitled to a divorce, she is not entitled to a support from her husband while she lives apart from her husband - he being willing for her to return to his home - ~~Howell v. Howell~~
Purcell v Purcell 4 H & M. 507.

The supplemental bill so far as it seeks for the same object of the original bill - viz. divorce & maintenance, must fall

with the original bill - for if not entitled
to divorce, she is not entitled to the
separate maintenance which is the in-
cident of a divorce - But the sup-
plemental bill seeks for two things
not embraced in the object of the original
bill, and wholly inconsistent and inde-
pendent thereof - to wit: a claim of the
wife's Equity of Settlement, and the res-
toration of an alienated homestead and
homestead exemption - A suit for these
purposes have no dependence on the
right to a divorce - and as we have said,
are inconsistent with a state of divorce-
ment - In other words the complain-
ant seeks by her supplemental bill
to make a new case - which is not
allowable. Smith's Suit. in Eq. at § 363
p 177. Daniels Ch. Pr.

McCormack v Fawcett 2. R. and. 537. (at
bottom of page)

As to the wife's doctrine of the wife's
right of Settlement See: Goddard Trust
v Higgin's about 2 Jan '98, and
Pondexter v Jaffries. 15 Jan 363.
"The wife's Equity attaches only when re-
sult must be ^{is} actually ~~is~~ actually had
to a court of Equity to reduce her

property into her husband's possession or
complete his title thereto, and not when
resort may be had to that court for
any purpose after such possession
has been obtained and title complete."

15 Feb 378. The only property
in the proceedings mentioned which could
under any event be liable to the wife's
equity of allotment is the ~~share~~
distributable part of her late husband's
estate which is due for his personal
representation - But we entertain

that there are no facts in this case
which justify the exercise of the right
of the wife to allotment - He is able and
willing to provide for the support of his
wife - and while his wife is living
apart from her husband in disregard of
the her & her husband's marital
rights and obligations, she has no
claim upon a court of Equity for
the exercise of this right - To grant
her claim, would only be to enable
her to live apart and independently
of her husband, while the duty of the
court is to induce her to return to the
assumption of her obligations as wife.

It is a Wife's Equity, and not the right of
one who repudiates and evades the relation
of wife -

The Homestead Exemption.

It is the husband who holds during his life the homestead - § 1 Ch 183 Code p. 1169 - He in his life time only loses the possession and holding of the homestead, in case of his divorce from his wife on account of his own fault or misconduct § 9. p 1172 - The wife only holds after death of husband § 8. If this be so, how can wife sue for possession of the homestead in life-time of husband before divorce? She has no standing in the Court. She cannot remove possession or oust the husband or his alien in life-time of husband? The husband is not required to live on the homestead - he is not compelled to remain in possession of his exempt personal estate - If he cannot claim, he can part with the enjoyment use & occupation - The wife's right to sue only commences when she is entitled to hold - But the wife living in adultery or living apart from her husband without sufficient cause, certainly cannot not claim any right in the homestead - But the property was held to pay debts certainly waives of homestead. See See.
Gordon & another -

Daughter v, Daughter's ad

5 Exhibits filed
with supplemental
Bill

Doughtie per friend
v.
Doughtie & others

In Circuit Court of
Hanseman County Va

To the Hon. Geo. Blow, Judge of the Circuit
Court of Hanseman County Va.

Complaining shew unto the Court your
Complainant Mary A. Doughtie, wife of Joshua
L. Doughtie, suing by Edward J. Bryant her
next friend.

Your Complainant Respectfully rep-
resents to the Court and says, that, she filed her
Bills in this Hon. Court. at the August rule, 1874
against her said husband Joshua L. Doughtie
in a suit which she had commenced in the said
Court on the 14th day of July 1874, having for its
object separation from the bed & Board of her said
husband, & protection against injury & harm from
him, & to secure her property to her use —

That depositions of witnesses have been taken in
said cause & a decree made therein against
said Joshua L. Doughtie for the payment of \$50. for
her costs & \$10 per month for alimony — That an
order was made by the Hon. Judge of said Court. on
the 31st day of July last (1874) which declares "that the
said defendant (the said Joshua L. Doughtie) shall
be inhibited & restrained from in any way interfering
with the person of the said plaintiff (your Complainant)
or disposing of the property acquired by marriage
except the crop of this year" and that Your Com-

"Plaintant be restored to her former condition
"with relation to the use of her property" and
"that said order should remain in force till
"the future action of said Court"

That notwithstanding the said
order of said Court, the said Joshua L. Doughtie,
disregarding the same, & in combination with
one Andrew J. Raby, and intending ^{to sell} as he had
frequently threatened to do, ~~did~~ on the 6th day
of October 1874, execute a deed ^{for the pretended consideration of \$300.} to said Raby, con-
veying "the entire Interest and title of him the
"said Joshua L. Doughtie in the lands, houses,
"buildings, stables, out houses of every kind, yards
"gardens, orchards, all appurtenances thereto &c. &c. arising
"and accruing to him by reason of marriage to his
"present wife Mary Ann Doughtie, which real
"estate is known as a part of the Joshua Bryant
"Estate, upon which the said Joshua Bryant died
"seized & possessed, and which real estate thus sold
"accrued to said Mary Ann Doughtie, the wife of the
"said Joshua L. Doughtie by reason of the estate
"of the said Joshua Bryant deed" — a duly
certified copy of said deed is filed herewith
as part of this amended or supplemental Bill
is marked "K" —

Your Complainant says that the Mary
Ann Doughtie referred to in said deed
is your Complainant, and the said Joshua
Bryant, was the first husband of your

Complainant, that the Land & houses & appurtenances aforesaid are the same which were assigned to her as Dower in the Land of her late first husband, Joshua Bryant.

That the said Deed was executed since the Commencement of her suit & the making of said Order by said Court, and in violation of the same, & in defiance of, with full knowledge thereof by the said Joshua L. Doughter and Andrew J. Raby.—

That on the 8th of September the said Joshua L. Doughter, executed a Bill of sale also to said Raby for the pretended consideration of \$100, conveying all the Crops on said Land as well as by a City of said Bill of sale filed herewith & marked 'L.'

That on the 31st day of August 1874, the said Joshua L. Doughter executed a Homestead Deed, setting apart the identical Land afterwards (to wit: on the 6 Oct. 1874) pretended to be sold to said Raby, & in said Homestead Deed describes the same as 'The interest of a life right of his wife Mary A. Doughter in the Cabel Sawgrub tract of Land valued at \$500 — also one horse & cart \$75 — one buggy \$50 — Two head of Cattle \$25, Fourteen hogs \$15. Household & Kitchen furniture \$300., Two spades one hatch & one gun valued at \$40., all making \$1005.00, as will be seen by a duly

certified copy of said "Inventories" marked
"M" filed herewith -

That the said Raby claims also to
have purchased all the household & kitchen
furniture, horse & cart, buggy, cattle, hogs,
spades, watch, & gun, by virtue of some sale to
him by said Joshua L. Doughtie, which your
Complainant says is a pretended sale, made
in collusion with said Joshua L. Doughtie
to deprive her of the same -

That the said Raby further
claims to have purchased of said Joshua
L. Doughtie whatever moneys may be coming
to her on the final settlement of the estate of
her former husband, Joshua Bryant Decd. as
well & seen by a letter addressed by said
Raby to John R. Kelly, her Attorney, filed
herewith marked "A".

Your Complainant says that no
consideration has been paid by said Raby
to said Joshua L. Doughtie, but all these purchases
are pretended, ^{& are designed} to deprive her of the said property

That the said Raby, has proceeded to
seize in connection with said Joshua L.
Doughtie, all the said household and
kitchen furniture & rented at the said
Land, leaving your Complainant no
home & no subsistence, & she is now dependent
on friends for a home & sustenance.

That before the said sale was made your
Complainant's Attorney (John R. Kelly) ^{delivered in person to said Raly, to wit: on}
the 12th Oct. 1874 a formal notice not to
see the said Chattel estate, as the same was
then held under a decree of Court, subject to
future order — which notice is filed herewith
marked 'O'. —

That in defiance to the order of
this Court, the said Raly assisted by said
Johna L. Doughtie sold the said Chattel estate
^{at auction} and deprived your Complainant of its use.

That said Andrew J. Raly was a purchaser
(if purchaser at all) pursuant to the will
executed by that said Johna L. Doughtie is
prohibited from selling the same, & is in
Contempt of this Hon. Court, and should
be dealt with accordingly.

Your Complainant is advised & says
that after the setting apart of the said Land
& Chattel estate as a Homestead by said Johna
L. Doughtie on the 31st day of August 1874
(exhibit 'M.') he had no right to see the same
without the consent of your Complainant, &
that the sale or pretended sale to said Raly as
aforesaid is null & void.

Your Complainant says that the said
Johna L. Doughtie is perfectly innocent
and that any sale, real or pretended of
any moneys or share to which she may be

Code
p. 1171

entitled as the late widow & a distributee of
her first husband, Joshua Bryant decd,
is well served and of no effect - That the same
cannot be recovered by him or said Baby
without the aid of a Court of equity, & that
said Court will protect your Complainant
secure to her apart the same ^{sole &} separate
income support - That whatever sum
may be coming to her will be very small, at
most not exceeding two or three hundred dollars,
and properly left, and your Complainant
prays that the same may be thus set
apart to her sole separate use, free from
the control, setts, or management of said
Indiana L. Donpater or said Baby -

That no improvement in the conduct
of said husband (Indiana L. Donpater) has
taken place towards her ^{since the filing of her original bill}, seeking in all
ways to harass & impoverish your Complainant
and now, as before, she prays this Hon. Court to
grant her separation & protection from him.

~~That she is the first administrator~~
of her first husband, the said Joshua Bryant,
and on her marriage, her office of adminis-
tration became vacated by law, and then
Edward R. Smith duly qualified as adminis-
trator de bonis non with the will annexed
of said Joshua Bryant decd & is now
proceeding towards a final settlement
of said estate.

In Consideration whereof & as this Court has
Jurisdiction to grant all adequate relief,
At the End your Complainant prays that
the said Joshua L. Doughtie, Andrew J. Raby
and Edward R. Smith adm^r. de bonis non
with the will annexed of Joshua Bryant
dec^d, may be made defendants hereto
and be compelled to answer on oath the
allegations herein — That the said sale
or pretended sale as made by said Joshua L.
Doughtie to said Raby of the Homestead estate
aforesaid, may be declared null void,
and the said Raby, Doughtie & all others be
required to replace the same, or pay the value
into this Court, or she may enjoy her share
therein as the Law contemplates — That
the said sale or pretended sale of said property
to said Raby, and of her interest in the estate
of her former husband, the said Joshua
Bryant may be declared null void, & she
protected in the use & enjoyment of the same.

That the said Raby ^{may} set forth and shew
what he paid for said property & how paid, whether
he executed to said Doughtie any Bond or other
thing or has he taken in the same, & did he
pay any money therefor, other than from
the sale of said property; and whether the said
Joshua L. Doughtie was indebted to him & how much
for what for & when; whether he has not said that the
sale of the crops aforesaid would ~~not~~ more than pay

him what said Joshua L. Doughtie owed him
whether the proceeds of said sale, have not been
or are to be paid over to said Joshua L. Doughtie
by him: whether he has not said, in July last, that
said Joshua L. Doughtie owed him nothing &
that he had nothing to do with him,

That the said Edward R. Smith
as administrator de bonis non of
said Joshua Bryant dec'd, may be
required to render before a Commissioner
of this Court an account of his acts &
doings as such -

That she may have the protection
of this Court against the said Joshua L.
Doughtie, and against the machinations
and acts & doings of him & his confederate
^{the said Raly}
in these acts, so defiant of the order of this
Court, & so in Contempt thereof -

That she may be restored to her
homestead home, and protected in its enjoy-
ment against said Joshua L. Doughtie
and said Raly -

And your Complainant prays that
a further relief may be granted her in
the premises,

And she will ever
pray &c.

Mary A. Doughtie

Hanseman & Co. to wit.

This day Mary A. Doughtie made oath that
the statements contained in the above are true as
she believes. Given under my hand 28 Nov. 1874

John R. Kelly
Notary Public

Doughtie

M } supplemental
Bice

Doughtie tal:

1874

Bro mules fed

To the Hon. Geo. Blow, Judge of the Circuit
Court of Kanesburg County, Va.

Complaining shew unto the Court your
Complainant Mary Ann Doughtie wife
of Joshua L. Doughtie, suing by her own
next friend Edward J. Bryant.

Your Complainant respectfully represents
to the Court say that she was married to said
Joshua L. Doughtie, on the . day of September
1872, by the Rev. Edwin Smith, a duly licensed
minister of the Gospel of the Methodist Episcopal
Church South, as will be seen by ~~the~~ a duly
certified copy of the Certificate of marriage
filed herewith I marked it, and prayed to be
taken as part of this Bill -

That previous to her said mar-
riage her name was Mary Ann Bryant
& she was the widow of Joshua Bryant
decd - That at the time she married the
said Joshua L. Doughtie, she was possessed of
down in a tract of land known as the Caleb
Sarap Land, and also of a small chattel
estate, consisting of some household & kitchen fur-
niture, one horse, two head of cattle, about 15
hogs, & some farming implements, all
worth a few hundred dollars only, but enough
to live on except with great economy -

That at the time of her marriage with the
said Doughtie, she had three children now all
grown, that she is now forty seven years of age &

her husband, the said Joshua L. Doughtie is about Twenty five years of age.

That ever since her marriage with the said Doughtie, she has demeaned herself as a dutiful & affectionate wife should, and has done all she could to promote the welfare of herself & husband, and has discharged all her domestic duties with fidelity, and has given her said husband, no cause whatever of complaint, yet she says, and that with great mortification, that her husband, the said Joshua L. Doughtie, has pursued & is now pursuing such a course towards her, as to compel her, thro. reluctantly, to ask the aid & protection of this Hon. Court, both as to her person & property.

That she has reasonable apprehension of bodily hurt from her said husband & is afraid to remain in the house with him, he is ever disposed towards ^{her} & threatens to seize all she has & to abandon her; has recently in the night taken his gun & cocked it, in a manner threatening & alarming, so much so that she had to call on a friend for protection; He shows his evil temper in such a way that she is afraid of him —

That on her marriage with him, he had nothing like property, & if he should be

permitted to see what she has, she would
be indeed poor.

Your Complainant says that all
the property she has will not support her
without great economy & industry on her part,
and she now prays this Hon. Court to grant her
its protection, to grant her a divorce from
her said husband, & to free her from the control
of her said husband & to grant her as
alimony or support the use of her former
land & of said Chatter estate, or she may
be enabled to live

In consideration whereof & as this
Court has jurisdiction to grant all adequate
relief, To the End your Complainant
prays that the said Juliana L. Daughtie
may be made Defendant hereto, & be
compelled to answer under oath the
allegations herein. That the relief prayed
for as above set forth may be granted her
and that such other & further relief may
be granted consistent with Equity; and
your Complainant will ever pray &c.

Signed.

Mary A Daughtie

Virginia

Kanawha County, W. Va.

I, John R. Kilby a Notary Public
in and for said County, and State, do certify that
Mary Ann Doughter, personally appeared before
me in said County and made oath that the
facts & statements set forth in the foregoing Bill
are true to the best of her belief.

Given under my hand July 10th
1874 John R. Kilby

Notary Public

Doughter
v. Bill

Doughter

In testimony whereof

Wm. T. C. C. C.

Chy notes

Costs

Clark (Coham)	\$ 11.75
" P.B. "	8.25
Attn. H. "	16.50
Sh. "	5.40
Commer. (P.B.P.)	15.00
Not. Pub. W. J. H.	10.00
W. T. S. - J. W. Savage	74
" W. B. Starnes	74
" Wm. H. Howell	90
" Wm. J. (of 20)	90
" E. F. Bryant	74
	\$ 70.92

Costs

1873

On demand I
 promise to pay unto A. I.
 Rabey, or order, the sum of
 One hundred and fifty dollars.
 It being the amount in full of my
 Subscription for the building of a house
 of worship at Liberty Spring in "trans.
 Co: Va." which subscription is in the
 hands of the said A. I. Rabey and "marked
paid - And be it known that I
 agree to waive the benefit of my Home-
 Stead as to this debt and obligation.
 In witness whereof I hereunto set
 my hand and seal this the
 26th day of Sept. 1873.

Witness

J. L. Dauphtie Seal

J. L. Doughtie
Bond

\$150.00

Oct 6th 1874.

Rec^d of
J. L. Doughtie one
hundred & sixty
eight dollars in
full of within bond
\$168.00 C. W. Rabey

\$105-00

Twelve months after date
with interest from date. I promise
to pay unto A. J. Raby, or order, the
sum of One hundred and five
dollars: It being the amount in
full of a medical bill as my
- self and my father, which was
assigned to the said A. J. Raby
by Dr. R. M. Corwin - and for
the true payment of the same I
bind myself, heirs, executors &c
and I further agree to waive
the benefit of my homestead exemp-
- tion as to this debt and obligation
as witness my hand and seal, Decr
29TH ~~1873~~ 1873.

Witness

J. L. Doughtie Seal

100 00 50

20 10 1

20 56 1

20 50 1

25 25 1

100 00 50

1874. Sept. 8th Rec^d of J. L.
Daughtie. Sixty five dollars
as part pay of within bond
\$65⁰⁰

A. J. Raby

Octo 6th 1874 Rec^d fifty six dollars
and five cents. in full of
within bond
\$56⁰⁵
100

A. J. Raby

J. L. Daughtie
to note
\$105⁰⁰

(195)

For Value rec^d. I promise to pay
A. E. Rabey, or order the Sum of One
Hundred and Ninety five dollars.
And for the purpose of securing the payment
of the same. I place ^{as collateral} subject to the order and
Control of him the said A. E. Rabey the following
property, to wit: - one bay mare, buggy & harness,
two heads of cattle, ten heads of hogs, and
I further agree to waive the benefit of my
homestead exemption as to this debt and obligation.
In witness whereof I hereunto set my hand and
Seal. this the 18th day of May 1874.
Witness

J. L. Daugherty

Seal

J. L. Doughtie
To Brno.
\$195⁰⁰

1874. Oct 6th

Rec^d of J. L. Doughtie
~~one hundred and thirty~~
Two hundred and three
dollars and seventy six
Cents in full of within
Cond.

\$203.76

A. J. Raby

Enough for your friend

or

Doughter

We consent that a vacation
order be entered in this case.

26 June 1878

J. F. Crocker
John R. Hilgert &

length to ft
7 }
length

Count for
Vaccines under

(WITNESS SUBPÆNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

George W. Skinner

at the Office of Peter B. Prentiss Commissioner in Chancery of Nansmond Circuit
to appear before the Judge ¹ ~~Court of Nansmond County, at the Court House of~~
~~said County~~, on the 17 day of April *at 10 o'clock a m*
next, to testify and the truth to say on behalf of

the pliffs

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

Mary A. Dougherty pr friend

Plaintiff
and

J. L. Dougherty

Defendant .

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 12th
day of April , 1875, in the 99 year of the Commonwealth.

Teste:

W E Cohoon

Clerk of the Court.

Apr 16 1875 - Executed & copy delivered to George W. Skinner

J. L. Hughes, Sheriff

Doughtie

n J. S. S. S.

Doughtie

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Joshua L. Doughtie, Andrew
J. Raby and Edward R. Smith administrators *et*
bonis non with the will annexed of Joshua Bryant
deceased

to appear at the Clerk's Office of the *Severant* Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *December* next, to answer a
Supplemental Bill in Chancery, exhibited against *them*
in the said Court by *Mary A. Doughtie* wife of Joshua L. Doughtie
being by *Edward T. Bryant* her next friend

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at
his office, this *7th* day of *November* 187*4*, in the *99th*
year of the Commonwealth.

Teste: *W E Cohoon*

Clerk of the Court.

Cir Co

Mary A Doughty by R

v { Spa Ch Co
and Supp Bill

Joshua L. Doughty Val

To Dec Rules 1874

152

PP 70

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

Joshua L Doughtie

to appear at the Clerk's Office of the *Circuit* Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *August* next, to answer

Bill in Chancery, exhibited against *him*

in the said Court by *Mary Ann Doughtie* wife of *Joshua L Doughtie* living by her son and next friend *Edward T Bryant*

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this *11th* day of *July* 187*4*, in the *99th* year of the Commonwealth.

Teste:

Willis E Cohoon

Clerk of the Court.

Mary Ann Doughter } In the Circuit Court of Hanseman
 just } County Va
 Joshua L Doughter } (See in charge for driver from
 Bill and Board

On the application of the plaintiffs it is ordered that the defendant
 do not in any way interfere with the plaintiff & that the possession
 of the driver land and of the Chattle estate referred to in the
 Bill be taken possession of and retained by the plaintiff
 towards her support and maintenance and legal charges
 and ordered that the clerk of said court have a copy of
 this order served and executed by the sheriff on the
 defendant.

C/

Teste

Willis E. Bohun clerk

Car co
 Kelly & son
 M A Doughter

107 } Sub Chmry &
 } J. L. Doughter

J. L. Doughter

20

August 18th 1874

50

2207

Prof Brown 67

Dr. J. L. Doughter

Dr. J. L. Doughter

(WITNESS SUBPOENA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *E. T. Bryant, Thos Savage*
Wm Byrd, Edward B Starrell, Wm H Howell and
Wm B Starnes
at the Office of Commissioner P B Prentiss in
to appear ~~before the Judge~~ ~~Court of~~ Nansemond County, at the Court House of
said County, on the *13* day of *May 1875* next, to testify and the truth to say on behalf of

The plaintiff

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

Mary Ann Doughter per friend

Plaintiff

and

Joshua L. Doughter vs

Defendant.

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 *10th*
day of *May*, 1875, in the *99* year of the Commonwealth.

Teste:

W E Cohoon

Clerk of the Court.

May 12/75 Executed & copy's delivered to Ed Swager W.B. Stearns
Edward S. Bryant - E.B. Hamell born April Wm. Howell
J. Doughton - Sheriff

Ruby

M. A. Doughton by

n } s/ra

Joshua L. Doughton
rel

=
20 13 May 1875-

at the Office of Clerk
Peter B. Prentiss

Mary A. Loughtin suing by E. P.
By and her next friend.

or 3

Joshua L. Loughtin. &c

In response to the rule
entered Dec. Term 1875, summoning
him to show cause why he should
not be attached for violating the
order entered in said cause on
the 31st day of July 1874. your
respondent humbly and respect-
fully sheweth, that in making
sale of his property he did not
intend nor was he aware that
he was thereby violating the said
order or any other ^{order} of this hon-
orable Court. He inferred from
what was said in his hearing
when the decree of Sept. Term 1874
was entered, that that decree re-
moved the previous order re-
straining him from selling his
property, and that he had the right
thereafter to dispose of the same.
And he was so advised afterwards
by his counsel - as your respondent
understand him, that your respondent

was at entire liberty to make
any disposition of his property that
he might wish. Had not your
respondent so understood the
will, he would not have
undertaken to sell the said property.

Your respondent was justly indebted
to A. J. Rody - and your respondent
from a desire to do justice sold
him the property to satisfy the
said debt. Your respondent's wife
had left him and his home - and
although he beseeched and
affectionately begged her to return
into him and his home, she re-
fused so to do - and declared she
would not return - Your respondent
wrote her several letters kind and
affectionate, assuring her of his
love, and beseeching her to
come back to him, which letters
she still has and he produces,
and he calls on her to produce
them to this honorable Court.

When he found that he could not
by entreaties and assurances induce
the return of his wife, he determined

to leave the neighborhood - and ~~he~~ and to
sell out. And after he sold out he still
assured his wife that he would procure
her another home, and that he would
make comfortable provision for her.
He verily believes, that all his diffi-
culties have grown up from the
interference of others - especially ~~the~~ of
certain members of his family -
He still believes that if his wife could
be left to the guidance of her own
affections she would consent to live
with him again. You, respondent de-
clares that he still has for his wife
the affection of a husband - that
his heart's longing is for her return
to him and for the restoration of
of the happiness of the household.
And ^{he} invokes this honorable Court
and solemnly appeals to it for its
influence and the proper exercise of
its authority to restore ~~the~~ his wife to
him. He stands ready, and anxious
to have her return to him, and to have
the kindly relations of husband and wife
restored, and he pledges her his love
and a comfortable home - and affectionate

testimony. It is true he is poor - but
he appears to the record of this case
to show that he is young, industrious,
careful, sober, moral, and honest -
and has a trade - with these, he has
no fear of not being able to take good
care of his wife - and his offer of kind
testimony and affection is guaranteed
by his past conduct to his wife - for
proof of which he appears to the
wisdom of the court.

His claiming all intention to
violating any order of the Court
or to show any contempt to its
authority, he humbly begs to be
forgiven -

J. L. Daughtie

Sworn to and signed
before me this 26. June
1875

W. E. Johnson Clerk

Answer to be
of 26 June 1875

Daughter } In the Circuit Court of
v } Hants County Va
Daughter } (Bill in Ch. for Dower
from Res & Boardr.

On the application of the plaintiff, it
is ordered that the defendant do not
in any way interfere with the plaintiff
& that the possession of the Dower Land & of
the Chattel Estate referred to in the Bill
be taken possession of & retained by the
plaintiff towards her support & main-
tenance & legal charges; and ordered
that the Clerk of said Court have a
copy of this order served & executed by the
Sheriff on the defendant

Geo. B. Low.

To The Clerk of the
Circuit Court of Hants County Va

To Hon. Geo. Blaw Bridge of the
Circuit Court of Hansmann
County.

Many a thought since 4 E. 7.
Bryant her next friend

or 3

Joshua L. Boughtie, A. J. Ruby &
In response to the

order to the ~~same~~ to show cause
why he should not be attached for
contempt in violating the order
of your honorable Court entered
in said cause on the 31st July 1874
Your respondent, A. J. Ruby
humbly and respectfully sheweth
that he purchased in good faith
of the said Joshua L. Boughtie the
property as set forth in the state-
ment filed with his answer
and that in making the said
purchases he was not aware at
the time that he was violating
any order of this honorable
Court entered in said cause,
nor did he intend in any way
to violate any order or to put
himself in contempt to this Court.
That at the time he purchased
of the said Boughtie the crops, ~~that~~

On 8 Sept 1874 he had not
heard of the pendency of said
suit - That he first learned
of said suit when said Lemph.
the afterwards came to him
and offered to sell him certain
other property in liquidation
of debts due him from said
Lemph. He was informed by
said Lemph. at that time
that his wife had sued him
for a divorce and that she
had failed in said suit, But
before agreeing to make said
purchases, your respondent went
to the Consul of Lemph. for
the purpose of learning defi-
nitely the object of said suit
and its then conditions and
whether it would be proper and
safe for him to make said
purchases - He learned of said
consul of this order of the 31 July
1874 - He was informed by said
consul that the said order had
been in effect suspended and
entirely superseded by a sub-
sequent order and that its re-

estraining force had been terminated,
and that daughter was at liberty
to make sale of any of said
property, and had a perfect
right to do so. and that it would
be safe and proper for you
respondent to make said pur-
chases if he desired to do so.

This respondent relying entirely
and in full confidence on
the apparent views of said
counsel, and not doubting in the
least his right to buy, did make
the said purchases. Had he
not been so informed and ad-
vised he would not have made
the said purchases. He had no
other motive in making said
purchases, except to secure
the payment of several debts
which the said daughter owed
him at that time. He had
already made said purchases
when Mr Kelly served on him
the notice mentioned in the
Plaintiffs Supplemental bill,
and had advertised the sale of the
property. But before making
said sale he submitted the said

notice to learnest can do. and
was advised that he could safely
proceed to make said sale

Your respondent begs to say,
that among other claims
which he held against the said
deceitful before making
said purchases, were three
bonds, which are herewith filed,
they having been duly procured
for the purpose of exhibiting
them to this Court. The said
bonds contain a waiver of
the homestead exemption.

These bonds as well as the
other claims, were for bona
fide debts justly due your
respondent. The ~~entire~~ ^{entire} ~~the~~
are endorsed on them, ~~and~~
for the purchase of the said
property. Your respondent
humbly begs to be ~~excused~~ ^{excused} ~~for~~
all entrance to the authenticity and
orders of this Court. and will ever
be glad to

A. J. Raley

Subscribed & sworn to

before me Joseph Wright a Notary Public

This 25th day of June 1875

Joseph Wright
Notary Public

Daughter
or
Daughter } In Circuit Court of
Hanscom Co.

The undersigned, states to the Court,
That her emotion is not changed further
better since her suit was brought - That
after the order was made by the Court in
this case, she undertook to carry it out in
good spirit; But the Defendant has done
all he could to annoy & wrong her - He
has refused to let any one stay with her, &
being afraid to remain on the premises, without
she has had to seek shelter for the greater
part of her time at her son's; That she
has been denied the use of the ~~house~~, & to day
she had to borrow a horse to go to Suffolk to
see her Atty - That he has furnished her
no provisions, nothing else, since the suit
was commenced. That he shook her by the
head three times, has broken open her trunk, &
has in every way annoyed her, he can, so that
she cannot remain on the premises, that
she is afraid of him, He has had a
fight with my son Edward & challenged my
youngest son not yet quite 21 to fight,
indeed there is no longer any hope of his
doing as he ought. He has shown no disposition
to do any thing but to annoy, threaten & make

her as wicked as possible,

She says again, she is afraid of him
she ~~found~~ has found his articles in her
room. which she used to stay or tampered with
as to excite his alarm for his safety, and
she prays the Court to grant her relief.

Mary O'Daugherty

Sworn to before me

26 Sep 1874

John R. Kelly

A. P.

Doughter

v

Doughter

affidavit

filed Sep 28 1874

Daughter & son

Daughter & son

note by Welfs. atty.

1st as to the question of Divorce, the Court will act as it thinks proper

2^d. The claim to have settled Dpts. separate use the small annuity coming to her from the estate of her first husband, Joshua Bryant, should be allowed -

Formerly the English Courts generally allowed part only of wife's estate to be thus settled, but now, the Courts will settle all, if necessary, This is such a case

see Pondexter vs. Jeffries 15 Grat
p. 379

3^d. Daughter having filed a Homestead deed, including Land & chattels, could not thereafter sell without consent of wife, yet he attempted to sell the whole to Raly. This sale should be set aside and the Land & chattel estate restored as before sale.

4th The chattels having been sold by Raly he should replace the value - The value is ascertained by Court Report.

John R. Kilby
18 June 1895.

Doughter P^d
r
Doughter

Mr Crocker.
This is all the
note I propose to file
in this case.
J. R. Kelly

Doughtie In The Circuit Court
vs Nauseum County
Doughtie vs

On the application of
the defendant it is ordered that
the former restraining order in
this suit, be dissolved & revoked
& that the defendant be restored
to his former rights as they existed
before the restraining order issued
& that the said defendant shall
be inhibited & restrained from
interfering with the person of ~~the~~ Plaintiff or
in any way, the disposing of the
property acquired by marriage,
except the crop of this year which
may be disposed of as he may
see proper, & it is ordered that
the wife be restored to her former
condition with relation to the
line of ^{her} property, and that this order
shall remain in force till the
further action of this court
And it is recommended by
the Court that the parties to this
suit, will, ^{with} adjust their differences &
continue to live as an
obedient wife & an affectionate
husband should

To The Clerk of the
Circuit Court,
31 July 1874

Geo Wood.

Virginia,

In the Clerk's Office of Mansfield
Circuit Court August 1st 1874

The foregoing vacation order was this
day filed in this Office and entered of
record according to law

Teste

Willis C. Johnson Clerk

Order

Filed August 1st 1874

Entered.

Aug 1st 1874

Commissioner's Office

Suffolk Co. June 9th 1875

In the Circuit Court of Nausemund County

Pursuant to a Decree of the Circuit Court of Nausemund County rendered at the February Term 1875, in a suit in Chancery depending in the said Court between Mary A. Doughtie & Plaintiff, and J. L. Doughtie & A. J. Raby Defendants. The undersigned, one of the Commissioners of the said Court, to whom was referred for settlement, by said Decree, an account showing the value of the property sold by said J. L. Doughtie and A. J. Raby, which was named in the Homestead Decree referred to in the proceedings - also ascertaining what amount will be coming to said Mary Ann Doughtie, as the late widow of Joshua Bryant deceased, reports to the Court, that on the 17th day of February last (1875) he issued notices against the several parties aforesaid requiring them to attend the taking of the said accounts before him, at his said Office, on the 2nd day of April 1875, which were returned to your Commissioner duly executed. That the parties aforesaid appeared before the Commissioner in obedience to the said Notices, when the taking of the said accounts to the 10th day of April 1875, when some progress was made, and an adjournment to the 17th day of April 1875 was agreed upon - at which time further progress was made, and a further adjournment of said accounts to the 13th day of May 1875 - was also made, when the testimony in the case was fully heard; and now on this day, the 9th day of June 1875, the date of this report your Commissioner reports the result of his labors: That the Defendant, A. J. Raby appeared before him & his Deputation taken (see same file herewith) by which it appears that the sales of the property made by him amounts to \$261 - That by the

J. L.

deposition of Thos. W. Savage, it appears, that the Defendant, ^{Said} Doughtie,
said that the sales amounted to between \$600 & \$700 -
That by the deposition of Wm B. Starnes, it appears, that the said
sales amounted to about \$800 -

That by the deposition of Wm H. Howell, it appears, that the said
sales amounted to between \$600 & \$800 -

That by the deposition of Edward J. Bryant, it appears
that said sales amounted to about \$650 -

That your Commissioner taking the average of said evidence
has fixed the sales at Six hundred (600) Dollars.

Your Commissioner has also ascertained, that the amount
coming to ^{Said} Mary Ann Doughtie, as the wife widow of Joshua
Bryant deceased, is \$214.02 - which amount is now
in the hands of Edwin R. Smith, Adm^r of said Joshua Bryant
decd - See Certificate of W. J. Kelly, Comm^r of Acc^y.
filed herewith -

All of which together with the Dece^{and} ^{and} notes aforesaid, and
the evidence relating thereto, are herewith returned.

Given under my hand, as Commissioner aforesaid
the day and year first aforesaid.

Peter B. Prentiss

Commissioner

Comm^r: fee \$15.00

Sh^{ll} " 1.00

\$14.00

Thos. W. Savage - Wil ^r -	75
Wm B. Starnes do	75
Wm H. Howell "	90
Wm Bryant (decd) "	75
E. J. Bryant "	75
	<u>\$20.02</u>

In the Circuit Court of Stansbury County,
February Term 1875

Mary A Doughtie & Rex }
vs } In Chancery
J. L. Doughtie, A. Roby & B. B. B. }
& E. L. Smith ad. de bonis non & c. }
Joshua Bryant dec'd. }

This case came on to be heard on the papers formerly read and on the supplemental bill of the complainant taken for confessed as to the defendant Edmund R. Smith ad. de bonis non with the will annexed of Joshua Bryant dec'd on whom proof had been duly executed and he still failing to appear and make defense, and on the answer of Joshua L. Doughtie and Andrew J. Roby to said supplemental bill this day filed and on replication to said answer and on exhibits filed with said bill and said answer and was argued by counsel. On consideration whereof the Court doth adjudge, order and decree that the said Joshua L. Doughtie and Andrew J. Roby be summoned to the first day of May next to show cause why an attachment should not be issued against them for violating the order of the Judge of this Court made on the 31st day of April 1874 which prohibits a sale of the property referred to in the proceedings and that a commission of this Court as certain and report to Court the value of the property sold by said Doughtie and Roby which was named in the heretofore dec'd decree to in the proceedings) and also ascertain what amount will be coming to said Mary Ann Doughtie as the late widow of Joshua Bryant dec'd and to that end settle the transactions of Edmund R. Smith as administrator de bonis non with the will annexed of Joshua Bryant dec'd and make report to Court and order that a copy of this order be served on the said Joshua L. Doughtie and Andrew J. Roby.

copy
reced

Wells & Bohm att

May L. Doughtie

88

J. L. Doughtie & G. J. Raby

1875 Feb June

To Doughtie

April 27

COMMISSIONER'S OFFICE,

Suffolk, Va. February 17th 1875

TO

Mary A. Doughtie & Plaintiff

And

To, J. L. Doughtie, A. J. Raby and
E. R. Smith Administrators de
bonis nec & of Joshua Bryant decd. Defendants.

You are hereby notified that I have fixed upon the 2nd day of April next, if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

- First: An account showing the value of the property sold by said J. L. Doughtie and A. J. Raby, which was named in the Amended Decd. referred to in the proceedings.
- Second: An account showing what amount will be coming to said Mary Ann Doughtie, as the late widow of Joshua Bryant deceased.
- Third: An account of the transactions of Edwin R. Smith as Administrator de bonis nec with the estate named of Joshua Bryant deceased.

required to be taken by a decree of The Circuit Court of Nansemond, rendered at the February day of June 1875, in a suit in Chancery, depending in said Court, in which you are parties, plaintiff and defendant; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

PETER B. PRENTIS, Commissioner.

To the Sheriff of Nansemond County to execute.

March 1st 1875 Executed & copy & delivered to
A. Raby & John L. Daughtie

John L. Daughtie Sheriff

Deed acknowledged for Plaintiff & E. R. Smith
admn.

John R. Kelly atty

May 21. Deed the 1st

2nd Comm: Notes

John L. Daughtie Sheriff

To 2nd: ann of March
1875 at County: Deeds
Office.

See 3d day before
returning day

Deeds to 10th day 1875

to 17th day 1875

Commissioner's Office, Suffolk Co.
April 10th. 1875.

May A. Daughtie & Co. Plaintiff
vs. J. L. Daughtie & Co.

J. L. Daughtie & Co. Defendant.

The said J. L. Daughtie, being duly sworn, deposes
and says: That The value of the property
sold, by him, as far as he can recollect or say, with safety
^{independently of the sale of him to A. G. Hall, under the Bill of Sale}
amounted to about the sum of Forty (40) Dollars.
Property amounting in value, to the sum of about \$75.00
was taken from the premises by my wife & John W. Scott.

and further the deponent says not.

J. L. Daughtie

Commissioner's Office Suffolk Co. Va
April 10th 1875.

Mary A. Doughtie &c
vs } In Chy:
J. L. Doughtie &c

Plaintiff

A. J. Raby, one of the Defendants in this cause being duly sworn deposes and says: That he cannot ^{show} the value of the property sold by J. L. Doughtie, which was named in the Homestead case, as referred to in the proceedings in this cause - but, he ^{endeavor} to show an amount approximating the proceeds of the sale of the property, which he bought of J. L. Doughtie aforesaid, and which was exposed at Public Auction, by him, the said Raby. The memorandum or account of said sale, being at the time, misplaced, not filed away carefully for the reason that he was expected to be called on in relation thereto - In relation to the value of said property, this Defendant, can say nothing further until he has access to memoranda, which he has to come across at his home -

Subscribed
Sworn to before me
the 14th day of date above
John B. Doughtie

Commiss

Signs

A. J. Raby

deposed before me at Suffolk Co. Va. 17th 1875

P. B. P.

Commiss

April 19th 1875

The said A. J. Oak, this day appeared before the Commissioner
 agreeably to the last adjournment, with the memorandum
 of the sales of the property referred to, in his possession
 of the 10th April 1875 - and reports that the sales made
 by him are as follows: to wit: 1 Cart, wheels & gear
 \$15.80 - Set of Mechanics Tools, \$2.75³ - 1 Horse \$63.00 -
 Suggy & Harness \$15.00 - 11 head of hogs \$28.12 - 2 head
 of Cattle \$35.70 - Kitchen property \$4.33 - House hold
 in part \$11.45 - 2 Dining Tables, \$7.00 - side board \$3.50 - Bureau
 \$5.00 - 6 Chairs \$5.00 - 1 bed: 1st Chair \$20 - 1 bed 2nd Chair
 \$15 - 1 bed 3rd Chair \$12.00 & 1 bed 4th Chair \$8.00 -
 Book Case \$5.00 - Washstand, bowl & toilet \$0.60 - 1 Looking
 glass \$0.50 - Set of Glassware \$1.00 - Set of China
 \$0.75 - and five (5) Pictures 50¢ - Total \$261.00

Question - by John R. Kelly Plaintiff, Attorney
 Was any of the property named in Joshua L. Doughter, Home
 near Reed, left in the possession of Mrs. Mary Ann Doughter,
 without being sold?

Answer - I do not know.

2nd Question, by same - Was there any property left in the
 possession of the said Mary Ann Doughter, by herself or
 Mr. Joshua L. Doughter; & if so, what?

Answer. ~~He~~ I left no property upon the premises which
 I had bought from J. L. Doughter, mentioned in the Bill of Sale
 to me, which I ~~subscribed~~ saw

3rd Question by same - You say, you left ~~no~~ no property

on the premises which ^(you) I had ~~been~~ bought of Joshua L. Doughtie and mentioned in the Bill of Sale from him to you, which you ^{have} ~~seen~~ ^{found} - How did you learn any that was not on the premises, or did you set about ^{to her} any property, whatever?

Answer - I do not know what property was left on the premises - I did not set about to her any property, whatever - nor learn her ^{any} off of the premises, which belonged to me. Still I got rid of all the property ^{belonging to me} which did ^{not} 4th Question, by same. What disposition has been made of the Land referred to in the Homestead Deed of Joshua L. Doughtie?

Answer - I bought the interest of J. L. Doughtie in the Real Estate on which he lived - I leased the Estate to David R. Hildam, who is now in possession thereof.

5th Question by same - Was any of the property referred to in said Homestead Deed, sold, or disposed of by any one beside, yourself, or by whom & what, and the value of the same?

Answer - If there was more property sold than that which belonged to me, under a Bill of Sale, regarded as Homestead property, it was sold by some body else - There was some property sold by J. L. Doughtie, consisting of chattle Estate, on the premises, which I did not ~~know~~ - do not know the value thereof - I kept the account of Sales of said Estate, as far as sold publicly, where Geo. J. Parker, was the Auctioneer - The most of the chattle Estate ^{which he & I saw} was sold by me - the balance was of small value. The property which was covered by Bill of Sale, together with the balance on the premises, was not worth more than \$300 (and further this deponent saith not).

W. J. Rakey

George W. Skinner, being duly sworn, deposes and says
That he is 51 years of age & lives in Nauset County
Question - were you present at the sale of property
made by A. J. Rely, at the residence of Joshua L. Doughter,
& if so, what was the amount of sales & who superin-
tended the same?

Answer - I was present, until 2 O'clock in the
evening - did not remain until the sale was over - I do
not know the amount of sales - Mr. A. J. Rely was the Clerk,
Mr. Geo. T. Parker the Auctioneer, & Mrs. J. L. Doughter
was present, and acted in delivering some of the property
which I purchased at said sale

and further this deponent saith not

G. W. Skinner

Adjourned till May 13th. 1875-

P. B. P.

Compt.

Commissioner's Office

Suffolk, Va. May 13th 1871

Mary A. Doughtie &c

Plaintiff

vs } In Chy:

J. L. Doughtie &c

Defendants

Thomas W. Savage, a witness, for the Plaintiff, in the foregoing case, being duly sworn, deposes and says:

That he heard, the said J. L. Doughtie, say at his (Doughtie's) house, that the amount of the sales of his property was betwixt six hundred & seven hundred dollars.

& further he saith not.

(Signed)

T. W. Savage

William B. Staines, a witness for the Plaintiff, in the foregoing case, being duly sworn, deposes and says:

That he went over to the residence of the said J. L. Doughtie, on the evening of the day ~~of~~ the sale of said Doughtie's property, and ^{said A. J. Raby} inquired of ~~him~~ where the sales of said property amounted to, where he replied that he supposed the amount to be about Eight Hundred Dollars: he the said Raby, being then about to close up his calculations and additions & further he saith not.

(Signed)

Wm B. Staines
witness

Witness

T. W. Savage

William H. Howell, a witness for the Plaintiff in the foregoing case, being duly sworn, deposes and Says

I was at the sale ~~of~~ of the property, at the residence of said J. L. Doughter, made by J. A. Rely, and purchased articles to the amount of about \$15.50 - My impression or belief, is from what I saw & understood that the sales of said property amounted to, between six hundred & eight hundred dollars, - and further he saith not. Wm H. Howell

Wm. Byrd (of M) a witness for the Plaintiff, in the foregoing case, being duly sworn, deposes and Says

I was at the sale of the property referred to by the deponents in this case, but made no purchases - Heard no one say what the amount of sales was - but I am satisfied that the same, amounted to several hundred dollars. & further he saith not

Witness

P. B. Byrd

(Signed)

Wm Byrd of M
mark

Edward J. Bryant, a witness for the Plaintiff in the foregoing case, being duly sworn, deposes and Says

that he was present at the sale of the property referred to, saw every thing sold except, some few small articles of kitchen furniture - Kept a memorandum of every thing sold, except said small articles, and the corn & fodder - and upon adding up the memorandum I found the sales amounted to about six hundred and fifty dollars, - & further he saith not.

(Signed) E. J. Bryant

Writings, attention

Rev. W. Savage 74°

Wm B. Starnes 74°

Wm H. Howell 90°

Wm Byrd (of M.) 90°

Edw. J. Bryant 74°

I, Wilbur J. Kilby, Commissioner of
Accounts in and for the County of Han-
smond in the State of Virginia, do
certify that by an ex parte settlement
of the estate of Joshua Bryant deceased
before me by Edward R. Smith, Admin-
istrator d. l. n. c. t. a. it appears that Joshua
L. Doughtie and Mary A. his wife, late
widow of Joshua Bryant deceased, have
received the sum of \$403.16 in part
of her distributive share of said Bryant's
estate, and that the Balance of her
share, amounting to \$214.02 is retained
for her by the said Edward R. Smith
Admin. &c.

Given under my hand
this 9th day of June 1875.

Wilbur J. Kilby.

Commr. of Accounts.

Mary A. Doughtie L.

to { Comm^{rs} Report

J. L. Doughtie Sec:

1875- June 9th:

Completed H. Sec.

Peter B. Prender

Census

Filed 9 June 1878

Daughter
v
Daughter } In Chancery in Nausemum
Cis. Ct.

Whereas at the last term of the
Ape Court, a decree was made, among
other things directing L. Daughter & A. J.
Rahy to deposit \$261 in the Commercial
Bank Suffolk, and whereas the said L.
Daughter & A. J. Rahy are insolvent,
but will pay \$180: I therefore authorize
my attorney to accept the \$180 in pay-
ment of said debt.

Witness my hand July 24 1876

Witness

D. Boyard

Mary Ann Daughter
to

^{continued and}
At a circuit Court, held for Hansemond County
the 12th: day of April 1876.

Mary Ann Doughtie, wife of Joshua
L. Doughtie, suing, by her son and next
friend, Edward T. Bryant. : : Plaintiff.

Against { In Chancery.
Joshua L. Doughtie, ^{Smith, and next with the will annexed of Joshua Bryant deceased} Andrew J. Raby and E.R. Defendant.
This cause came on to be heard, on the papers
formerly read and on the report of Commissioner
or Prentis of 9th June 1875, made pursuant to the
decree of this cause in this case, to which re-
port there is no exception, and was argued
by counsel, On consideration whereof, the Court
doth confirm the said report, and doth ad-
judge, order and decree that the said Mary
Ann Doughtie be and she is hereby divorced
from the bed and board of said Joshua L.
Doughtie her husband, and that she be pro-
tected in her person and property from the
control, management or interference in any
way of said Joshua L. Doughtie. And the
Court doth further, adjudge, order and decree
that the Deed executed on the 6th: of Octo 1874 by
said Joshua L. Doughtie to said Andrew J. Raby
conveying Lands houses &c, and the Bill of
Sale or Deed executed by said Joshua L. Doughtie
to said Andrew J. Raby dated the 8th: September
1874, conveying corn, fodder and other chattels, be
and they are hereby set aside and declared null

and void. And the Court doth further adjudge
order and decree that Edward R. Smith admit
the bonus now of Joshua Bryant dec'd. (for-
mer husband of said plaintiff) pay the
sum of \$214.02^c. now in his hands as such
admit. to the said Mary Ann Doughtie as
and for her sole and separate estate free
from the claim or demand of said Joshua
L. Doughtie or his order or assigns, with
power to said Mary Ann Doughtie to take,
use and spend the same as she may think
fit and proper. And the Court doth further
adjudge, order and decree that said Joshua
L. Doughtie and said Andrew J. Raby pay
and deposit in the Commercial Bank of
Suffolk, on or before the 1st day of October
next the sum of \$261.00^c as referred to in A.
J. Rabys deposition filed with Commissioner Pren-
tis' report, as the proceeds of the chattel estate
sold by said Joshua L. Doughtie and Andrew J.
Raby and conveyed by the Deed or Bill of Sale
aforesaid of the 8th Sept. 1874 and make report
to this Court that the same is so paid and
filed with said Report the certificate of the
Cashier of said Bank of the fact. And the
Court doth order that the rule heretofore issued
against said Joshua L. Doughtie and said
Andrew J. Raby on the 22d of Feby 1873 be
discharged. And it is further ordered that

possession of the real estate referred to in said
Deed from said Joshua L. Doughtie to said Raby
of the 6th Oct: 1874, be vacated by said Joshua
L. Doughtie, and the possession of the same
turned over, delivered and surrendered to
said Mary Ann Doughtie, and that James
Daughtrey (son in law of said Mary Ann Doughtie)
and Samuel P. Bryant, her son by her
former husband, be and they are hereby
appointed trustees to take said hold said
Land as trustees for said Mary Ann Doughtie,
who are authorized to allow her to use
and occupy the same, or if not so used to
be rented out by them for her use.

And ordered that the said Daughtrey and Bryant
make report to this Court whether the said
Land has been delivered to them, or not, and
their action in the premises. And ordered
that the said Eel. R. Smith Adm^r as afore-
said, report his payment hereunder to Court
with the evidence thereof. And ordered that the
costs of this suit be paid by said Joshua L.
Doughtie and said Andrew J. Raby and that the
plaintiff have her execution therefor. And order-
ed that a copy of this decree be delivered to said
Joshua L. Doughtie, and to said Andrew J. Raby and
to said Mary Ann Doughtie.

a copy -

Teste.

Peter B. Pentis. Clerk.

Mary Ann Doughtie

vs E Copy Deene

Joshua L. Doughtie

In simple

1896 Aug. Rec^d. of John R. Kelly atty. one
hundred forty two dollars + 23 cents, on
acct. of moneys collected under decree of
Household Cis. court, of April Term 1896
in suit of Mary Ann Doughter v. Joshua L. Doughter
jr

\$ 142.23

Witness
S. P. Bryant

Mary A. Doughter

/\$ 81.72, this arrangement was accepted
she discharged from the remainder, which
was agreed to by said Mary Ann Doughtie
as well be seen by the paper annexed,

The costs have been paid to those entitled
and the said sum of \$179.08, is in
my hands subject to the order of Court -

The said Mary Ann Doughtie being
dependent and as the record shows this
fund is the product of the Chatter
estate originally hers before her marriage
with said Doughtie, & which property
was also included in the Homestead Deed
made by said Doughtie, which ~~was~~ ^{in part} ~~be~~
the said Doughtie sold to Raly, notwithstanding
the Homestead Deed - which Deed this Court
has set aside; The undersigned
recommends that the Court pay the
whole amount to said Mary Ann Doughtie
for her use,

Respectfully submitted
John R. Kelly
att. for said
Mary Ann Doughtie

Doughtie & Co.

m. §

Doughtie & Co.

Report made by
John R. Kelly aty
under Deem of
Apr 4. 1876.

1876. Aug. 4th: Filed
C.K.

1877 Feb. 23^d Rec^d of John R. Kelly one hundred
dollars on account of the \$179.08. decreed
to be paid me by him by decree of Ct. term 1876
of Tanssennus Cir. Ct. made in the case of Daughter
vs. Daughter.

witnes

J. B. Bayard

\$100)

(Hwy. A Daughter

1877 Apr 9 Rec^d of John R. Kilby, Comr the
sum of Eighty one dollar, Balance owing
to me, under Decree of Ct^l Term 1876 of the
Circuit Court of Staufermann Co. Va. made in
the cause of Mary Ann Doughtie her p^{er}son against
Joshua L. Doughtie & others

Witness \$81⁰⁰) Mary A. Doughtie
H. P. Bryant

At a Circuit Court held for Nassau County, the
10th day of October, 1876.

Mary Ann Doughtie, wife of Joshua L. Doughtie,
suing by her son and next friend, Edward J. Bryant. Plaintiff.

Against } In Chancery

Joshua L. Doughtie, Andrew J. Rabey, and E. R.
Smith, Admors: with the will annexed of Joshua

Bryant deceased. Defendants

This Cause came on again to be heard on the papers formerly read,
and on the report of John R. Kelly, Commissioner, made under the
Decree of the 12th of April, 1876, to which there is no exception
and was argued by Counsel: on consideration whereof, the Court
doth confirm the said Report, and the Court adopting the recom-
mendation of said Commissioner, as to the disposal of the sum
of One hundred and Seventy-nine dollars and eight cents
(\$179⁰⁸), referred to in said Report, doth adjudge, order and decree,
that out of the said sum of money, he, the said John R. Kelly,
Commissioner as aforesaid, is directed to pay any costs that
may remain unpaid, and then pay the residue thereof to
said Mary A. Doughtie, and take her receipt therefor, and
file the same in this Cause. And nothing more remaining to
be done in this Cause, it is ordered to be removed from the
Docket.

A Copy:

Jesse,

Peter B. Prentiss, Clerk.

Mary Ann Doughtie L

⁴/₁₀ } Co: Decatur.
Octo: 10th: 1876

Joshua L. Doughtie Lal

Doughtie per friend

M

Doughtie Sal.

To the Circuit Court of Stansbury Co. Va.
The undersigned, reports to the said Court —
That pursuant to the decree made in the above
entitled suit, at the October Term 1876, he has
paid to the plaintiff the amount of money as
directed by said decree — as the following statement
and annexed Receipts will show.

By Amos, in the hands of the undersigned as
per said decree \$179.08
Int. from the 10th Octo. 1876 to 23rd Feb. 1877
1877 — 4 months 13 days } 3.96
\$183.04
Then (on 23rd Feb. 1877) paid principal 100.00
\$83.04
Int. from 23rd Feb. 1877 to 9th Apr 1877 — .65
\$83.69
To paid final costs 2.69
\$81.00
To paid Mr May A. Doughtie the
Balance in full per rec } 81.00

which closes up all matters in the cause,

John R. Kilby, Clerk
9 Apr 1877

Doughtie M. J. S.

v. {

Doughtie Sal:

Final Report

& receipts

1877. April 23^d Filed.
clh