1878-013
Nansemond Co. (Suffolk)

Chancery Causes: Euclid Borland vs. James R. McGuire & etal

Godwin

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON James R. McGuire and Georgiana C. his wife; and David J. Godwin, Trustee,

to appear at the Clerk's Office of our Circuit Court, for the County of Nansemond, on the first Monday in August (this month) ~~next~~, 1877, being rule day, to answer a bill in chancery, exhibited against them by

Euclid Borland

and unless they shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. *Witness.* PETER B. PRENTIS, Clerk of our said Court, at his Office, this 1st day of August 1877, and in the 102nd year of the Commonwealth.

Peter B. Prentis. Clerk.

☞ The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Killy. Co.

Euclid Boland

Sam[l]. M. Chy

James R. McGuire Lieut: Col

In Aug: Rebel. 1877

Pro: No: 1. Page: 101

Cer: Co:

Knows all men by these presents: That we James R. McGuire of the County of Kilkenny and State of Texas as principal and Euclid Boland of the County of Kilkenny and State aforesaid as surety are held and firmly bound unto the Governor of the State of Texas in the sum of Ten Thousand Dollars to the payment of which well and truly to be made we bind ourselves our heirs executors and administrators jointly severally and firmly by these presents. Sealed with our seals and dated this the 11th day of August A.D. 1877.

The condition of the above obligation is such that whereas the above bounden James R. McGuire has been appointed by the Governor of the State of Texas Lieutenant Colonel of the 1st Regiment of Texas Mounted Volunteers in the service of the State of Texas and is required by law to give bond and security for the faithful discharge of the duties of said office.

Now if the said James R. McGuire shall faithfully discharge the duties of said office and account for all money and property which may come into his hands by virtue of said office then this obligation to be void otherwise to remain in full force and effect.

James R. McGuire

Euclid Boland

The Commonwealth of Virginia, Sergeant of the City of Portsmouth.

To the ~~Sheriff of Nansemond County~~---Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON James R. McGuire and Georgiana C. his wife; and David J. Godwin, Trustee

to appear at the Clerk's Office of our Circuit Court for the County of Nansemond, on the first Monday in August (this month) ~~next~~, 1877, being rule day, to answer a bill in chancery, exhibited against them by

Euclid Borland

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Peter B. Prentis *Clerk.*

☞ The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Kilby. b. 4

Euclid Borland

Summs. in Chy.

James R. McGuire Lieut: Col:

vs

Do Aug: Rules, 1877.

Service acknowledged for Lt J. Rodgers & J. F. Crocker Esq

Service acknowledged by J. F. Crocker. Esq. Sergt. of City Cavalry

Sergt.

Pro: B. No: 1. page 101

Cir: Co:

Boland

v.

McGuire & al.

On motion of plaintiff by counsel it is ordered that this cause be dismissed

Borland

vs.

McGuire

Saund. Co. Cir. Ct.

Oct. Term 1878

Order

To be entered

Geo. T. Bloss

Entered O.B. No. 1 - p 419

This deed made the 16th: day of April 1875, between James R. McGuire & Georgeanna C. his wife of the one part, and D.J. Godwin, trustee of the other part-witnesseth: That the said James R. McGuire & Georgeanna C. his wife, do grant with general warranty, unto the said D.J. Godwin the following property, to wit: That certain lot of land with appurtenances situated in the Town of Suffolk on the north side of Washington street ~~and~~ & known as the Washington Hotel property & is the same which was sold under a decree of the County Court of Nansemond, entered at the August-term of said court in the year 1871. John R. Copeland & A.F. Wollaeley being special commissioners named in the said decree to make the said sale & the said Jas. R. McGuire being the purchaser. (see deed to McGuire, dated Jany. 23th. 1875: also all the Household & Kitchen — in the said Hotel, except the furniture in the rooms occupied by the said McGuire's family, which he does not intend to convey by this deed, & such kitchen & dining room furniture as may be necessary for the use of his private family, to be selected by him or his family. In trust-to secure the payment of the following notes, bonds & other claims, here disclosed to wit: A note (negotiable) for $80. made by said Jas. R McGuire, payable to Boothe & Baker & endorsed by them, dated Feby 12th: 1875 payable 60 days after date at the Farmers Bank of Nansemond at Suffolk

Also one other negotiable note for $60. made by the said McGuire payable at said Bank to B.F. Culchum & Co

& endorsed by them & payable 60 days after date and dated Feby 20th. 1875

Also another negotiable note for $145. made by the said McGuire payable at the said Bank to D. J. Godwin, & endorsed by him, payable 60 days after date & dated the 24th. Feby, 1875.

Also another negotiable note for $50cc made by the said McGuire payable at the said Bank to Thos. Parker endorsed by him at 60 days & dated the 25th. Feby 1875.

Also another note for $165-cc made by the said McGuire payable at the Bank to Geo. A. Murray & endorsed by him at 60 days, & dated March 10th, 1875.

Also another note (negotiable) for $350. made by the said McGuire, payable at said Bank to D J Godwin & endorsed by him. note at 60 days & dated 11th: March 1875.

Also another note for about $80 - made by said McGuire payable at said Farmers Bank endorsed by D. J. Godwin (date not now known

Also another note for $100 made by the said McGuire payable at the said Bank to Booth & Baker & endorsed by them at 60 days & dated 22nd March, 1875.

Also another note for $90. made by the same party. payable at said Bank to same parties & endorsed by them at 60 days & dated 24th: March 1875.

Also three other notes one for $85. one for $132 - & the other for $27. Made by the said McGuire, payable to same parties at said Bank & endorsed by them each at 60 days & dated respectively 6th April; 5th & 10th 1875.

Also a negotiable note for $115-cc made by the said

McGuire, payable at the Commercial Bank of Suffolk to J. B. Norfleet. and endorsed by him, at 60 days & dated apl 8th. 1875.

Also another note for 28.92, made by the same party, payable at said Bank to Darden & Eley & endorsed by them at 60 days & dated March 30th 1875.

Also one bond for $300 - made by the said McGuire payable to Dr. Euclid Borland & Dated Dec 21st. 1867.

Also an open account due the Misses Finney for about $100. together with the said McGuires various other accounts aggregating about $200. due to various parties doing business in the Town of Suffolk (amts & names of parties not now accurately known) But it is understood & agreed between the parties. That this deed is not to be closed by sale of the said property therewith conveyed, at public auction, without the consent of the grantors until the 1st day of January. 1876. but the said grantors do hereby authorize & empower the said trustee to sell the said property thus conveyed at private sale in the mean time on such terms & at such times as his judgment shall suggest & to convey title to the same & to appropriate the proceeds of said sale to the foregoing described indebtedness under this trust.

Witness the following signatures & seals.

J. R. McGuire (Seal)

Georgeanna C. McGuire (Seal)

State of Virginia,
Nansemond County to wit:

I, Peter B. Prentis, a commissioner in Chancery of the Circuit court, in and for the county aforesaid in the State of Virginia, do certify that James R. McGuire whose name is signed to the writing hereto annexed bearing date on the 16th day of April 1875 has acknowledged the same before me in my county aforesaid. And I further certify that Georgeana C. McGuire the wife of the said James R. McGuire whose name is likewise signed to the writing hereto annexed, bearing date as aforesaid, personally appeared before me in my county aforesaid, and being examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Georgeana C. McGuire acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 20th day of April A.D. 1875.

Peter B. Prentis, Commr in Chy.

In the Clerk's Office of Nansemond County court April 20th. 1875. — This deed was filed duly certified &c. thereupon admitted to record.

Teste — W. E. Colvon clerk

A copy. Teste

Peter B. Prentis. Clerk.

James R. McGuire Lieut.

In Copy Deed of Trust

D. J. Godwin, Trustee

for Booth & Baker. Lot

Exhibit

No: 4

This Deed made this 26th: day of January, 1875, between James R. McGuire and Georgeanna, his wife, of the one part, and Jno: R. Copeland, Trustee, of the second part: all of the County of Nansemond in the State of Virginia, Witnesseth: That the said James R. McGuire and Georgeanna, his wife do grant unto the said John R. Copeland, Trustee, the following property, to wit: the Lot of land together with all and singular the privileges and appurtenances thereto belonging, situated in the Town of Suffolk, on the North side of Washington Street, and known as the Washington Hotel property, and being the same which was sold under a Decree of the County Court of Nansemond, entered at the August Term of said Court, in the Year 1871, John R. Copeland & A. F. Holladay being the Special Commissioners named in said Decree to make the said Sales, and the said James R. McGuire having been the purchaser at said Sale: see Deed of J.R. Copeland, Comr to said McGuire dated 25th: Janry: 1875: In Trust to secure the Farmers Bank of Nansemond, the payment of the sum of a Negotiable Note, executed by said J.R. McGuire, dated 26th: day of January, 1875, payable to the order of, and being for the sum of Fifteen Hundred (1500) dollars, which note may be renewed and curtailed at intervals, as by agreement with said Bank, in the event of default in the payment of said note, either in whole or in part, when the same shall be required, with the interest thereon, the said John R. Copeland, Trustee, may make sale of the said property, after having first advertised the time, place and terms of said sale, for ten days in some newspaper published in Suffolk or its vicinity: In the event of such such sale being made, it shall be upon the usual terms of Trust sales, and the proceeds thereof shall be applied in the usual way, and this Deed shall be executed in all respects according to law. The said

James R. McGuire covenants to pay all dues, assessments, taxes & charges upon the said property so long as the same shall remain in his possession, and to keep the same properly insured and transfer a Policy of Insurance for at least the amount of said Note to the Farmers Bank, which Policy he covenants to keep in force until the said Note is fully discharged.

Witness the following signatures and seals

J. R. McGuire. (Seal)

Georgeanna C. McGuire. (Seal)

John R. Copeland, Trustee (Seal)

Nansemond County, to wit:

I, John H. Wright, a Notary Public, for the County aforesaid, in the State of Virginia, do certify, that Jas: R. McGuire, whose name is signed to the above writing dated Janry: 26th: 1875 has acknowledged the same before me in my County aforesaid. And I do further certify that Georgeanna C. McGuire, the wife of James R. McGuire, whose names are signed to the said writing, personally appeared before me in my said County, and being examined by me privily & apart from her said husband, & having the said writing fully explained to her, she acknowledged the same to be her act, declared that she had willingly executed the same & did not wish to retract it.

Given under my hand this January 26th: 1875:

Jno: H. Wright.

Notary Public

In the Clerk's Office of Nansemond County Court, the 28th January, 1875.

This Deed was received, duly certified, and thereupon admitted to record.

Teste, Willis E. Cohoon. Clk:

A Copy: Teste, Peter B. Prentis. Clerk

James R. McGuire Esq:

Sir Copy Deed of Trust

Jno: R. Copeland, Trustee for the

Farmers Bank of Nansemond

Exhibit

No: 3

This Deed, made the 19th. day of April, 1875. between James R. McGuire, of the first part, W. J. Godwin, Trustee, of the second part, and Georgeanna C. wife of the said James R. McGuire, of the third part, Witnesseth: That in consideration of the love & affection which the said James R. McGuire has & bears for his wife, the said Georgeanna C. and for & in consideration of the sum of Five Dollars to the said James R. McGuire, in hand paid by the said Trustee, the receipt of which is hereby acknowledged, the said James R. McGuire does grant with general warranty, unto the said W. J. Godwin, Trustee, the following property, to wit: All that certain House & lot, with the appurtenances, situated in the Town of Suffolk, on the West side of the Main Street, adjoining the Farmers Bank property on the South, and the property of Wm. B. Whitehead on the North, & is the same property which the said James R. McGuire derived by Will, from his father James McGuire, & is the House & lot, now occupied by Jno. H. Wright, as tenant of the said Jas. R. McGuire - In Trust, for the sole & separate use, possession & enjoyment of the said Georgeanna C. wife of the said James R. McGuire, free & clear of & from all manner of charge, debts, liabilities & encumbrance of her said husband or any husband she may hereafter have, with full power & authority to the said Georgeanna C. McGuire to dispose of the same, by deed or Will, at her pleasure, as if she were a feme sole - Indeed, it is the true intent & meaning of the said grantor, James R. McGuire, to convey by this deed to his said wife, Georgeanna C. McGuire, through the said Trustee, a fee-simple title to the above described property, with full power & authority in her

to dispose of the same by Will or deed & to use & enjoy the same, as if she were an unmarried woman, free from all manner of control, debts, liabilities & encumbrances of her said husband.

Witness the following signatures & seals.

J. R. McGuire. Seal

O. J. Godwin, Trustee. Seal

Georgeana C. McGuire Seal

State of Virginia
Nansemond County, to wit

I, Peter B. Prentis, a Commissioner in Chancery of the Circuit Court in and for the County aforesaid, in the State of Virginia, do certify, that James R. McGuire, whose name is signed to the writing hereto annexed, bearing date on the 19th. day of April, 1875, has acknowledged the same before me, in my County aforesaid. And I do further certify, that Georgeana C. McGuire, the wife of the said James R. McGuire, whose name is likewise signed to the writing hereto annexed, bearing date as aforesaid, personally appeared before me, in my County aforesaid, and being examined by me, privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Georgeana C. McGuire acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand, this 20th. day of April, A.D. 1875.

Peter B. Prentis.
Commr. in Chy

In the Clerk's Office of Nansemond County Court

Apl. 20th. 1875.

This Deed was filed, duly certified, and thereupon admitted to record.

Teste,

W. E. Cochran. Clerk R.

a Copy, Teste,

Peter B. Prentis. Clerk

James R. McGuire xmtd

To } Copy Deed of Gift to wife

D. J. Godwin, Trustee

(Exhibit
No. 2)

1879 Apl. 3d. Received of the Clerk of the Circuit Court of Nansemond County, Virginia, Exhibit No. 1. being the Bond of the Plaintiff filed with his Bill in the Chancery cause of Euclid Borland vs. James R. McGuire &al, pending in said Court and dismissed at Oct. term of said Court 1878 — said Bond being for $300.00 dated 21st. Dec. 1867 & payable 12 months after date with interest from date to said Byland by said McGuire

Wilbur J. Kelly
Atty. for said Borland

Credits on the Bond
$50.00 on 13 May 1869
$50.00 on 1 May 1872
$20.00 on 27 June 1874

Euclid Borland

~~20~~ 4 Exhibits filed with the Bill

Jas: R. McGuire Dep: Sol

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

Complaining shew unto the Court, Your
Complainant Euclid Borland,

Your complainant, respectfully represents
to the Court and says; That James R. McGuire
of said County, in Dec. 1867 applied to Your
Complainant to borrow some money, representing
his necessities to be great, and your complainant
did lend him Three hundred ($300) at six per cent
Interest only, and took of said McGuire his Bond for
the amount payable at 12 months after date with
Interest from the date thereof; as will appear by
said Bond filed herewith Marked No 1, and asked
to be taken as part of this Bill - on which there has been
paid by said McGuire as follows - $50. on the 13 May 1869
$50 on the 1st May 1872, & $20 on the 27th June 1874, now
leaving due the sum of $ due on said Bond with
legal Interest thereon from the 27th June 1874, till paid
as a statement annexed to said Bond will shew,

That promises were made by said McGuire at
the time of borrowing said money & afterwards
to secure the same, which he never did.

That the said James R. McGuire is largely
indebted to other persons, besides Your Complainant & cannot pay his debts
unless the property hereinafter referred to is
sold subject to the same.

Your Complainant says, that on the 19th day
of April 1875, the said James R. McGuire, executed

a deed
to L. J. Gorum, as trustee for Mrs. Georgiana C. McGuire wife of said James R. McGuire and Sister of said L. J. Gorum, in which deed he says "That in consideration of the love and affection which the said James R. McGuire has & bears for his wife the said Georgiana C, and for and in consideration of the sum of five Dollars, to the said James R. McGuire in hand paid by the said Trustee, the receipt of which is hereby acknowledged, the said James R. McGuire doe grant with general warranty, unto the said L. J. Gorum, Trustee, the following property to wit: all that certain House & Lot, with the appurtenances situated in the Town of Suffolk, on the West side of Main Street, adjoining the Farmers Bank property on the South and the property of Wm B. Whitehead on the North & is the same property which the said James R. McGuire derived by will from his father James McGuire & is the House & Lot now occupied by Mrs. H. Wright as Tenant of said Jas R. McGuire" In trust for the sole & separate use, & support & benefit of her said husband or any husband she may hereafter have, with full power & authority to the said Georgiana C. McGuire to dispose of the same by deed or will, at her pleasure as if she were a feme sole, indeed, it is the true intent & meaning of the said Grantor, James R. McGuire to convey by this deed, to his said wife,

Georgiana C. McGuire, through the said Trustee, a fee simple title to the above described property, with full power and authority in her, to dispose of the same by sale and deed & to use & enjoy the same as if she were an unmarried woman, free from all manner of control, debts, liabilities & incumbrances of her said husband!

Which deed was duly admitted to record in the Clerk's office of Nansemond County Court on the 20th day of April 1875, as will be seen by a copy of said deed filed herewith as part of this bill marked No. 2.

Your Complainant says, that the said Conveyance was made without consideration, deemed & valuable in Law, and with intent to hinder & delay & defraud, the Creditors of said Grantor, (your Complainant among them) and should be set aside, & declared void as to your Complainant, who is a Creditor of said Jas. R. McGuire, long before the execution of said deed,

Your Complainant has been informed that the said Georgiana C. McGuire, claims that the slaves not named in said deed was conveyed to said W. D. Godwin, as trustee for her separate use, in consideration, that she the said Georgiana C. McGuire did on the 9th day of October 1871. (a period of about four years before) join in the Conveyance of the "Central Hotel" Lot, in Suffolk to the Misses Finney, and that she joined in the Conveyance of the "Washington Hotel"

lot, to J. R. Copeland, Trustee for the Farmers Bank of Nansemond, to secure a debt of $1500. On which the said L. J. Godwin was endorser as informed which ~~a deed of trust~~ deed of trust, dated the 26th day of January 1875 duly recorded, a copy of which is filed herewith as part of this Bill marked No 3.

Your Complainant further say, that the said Jas. R. McGuire & Virginia C. his wife on the 16th day of April 1875; executed a deed of Trust to said L. J Godwin, Trustee for various creditors of said Jas. R. McGuire, which deed was duly recorded; a copy of which is filed herewith as part of this bill marked No. 4.

That the said Washington Hotel Lot was sold by J. R. Copeland Trustee under the deed of Trust of the date of & was purchased by said L. J. Godwin, which was the highest price, that could be got for the same, and was a fair value therefor.

That your Complainant denies that any contract or bargain was entered into & made by & between said Jas. R. McGuire & Virginia C. his wife, that he was to allow to her separate use as above set forth, the Lot in Suffolk ~~a~~ occupied by Mrs. N. Wright — That the conveyance made by Jas. R. McGuire aforesaid in which his said wife joined & relinquished & conveyed any right she had, ~~was~~ was such, as in the usual

form, and that the deed of the date of the 19th of April 1875, to D. J. Godwin, Trustee for the said Georgiana C. McGuire sets forth no such consideration as having ever been made,

That in relinquishing her right in the Central Hotel Lot, she on or about the same day acquired an equal right ~~of~~ in the Washington Hotel Lot the one having been bought, chiefly with the proceeds of the other. And that the said Georgiana C. McGuire with her said husband having conveyed the said Washington Hotel Lot to Jno R. Coppedge and trustee to secure a debt on which the said D. J. Godwin was endorser (he being her brother), and also conveyed her right in said Lot in the deed of trust aforesaid to said D. J. Godwin trustee for various of said Jas. R. McGuire of the date of 16th apl. 1875

Your Complainant protests therefore against & denies the right of said Georgiana C. McGuire to set up any claim for any right she may have relinquished in the Central Hotel Lot or the Washington Hotel Lot—

In Consideration whereof: and as this Court has jurisdiction to grant full adequate relief: To the End, Your Complainant prays that the said James R. McGuire and Georgiana C. his wife & said D. J. Godwin Trustee, may be made Defendants hereto & be required to answer, under oath, the

allegations herein, That the deed aforesaid of the date of 19th April 1875, from James R. McGuire To D. J. Gorrin, Trustee for Georgiana C. McGuire, may be set aside & declared null and the House & Lot thereby conveyed may be held subject to your Complainants debt, and that the said House & Lot may be sold for that purpose: that if the said deed be not entirely set aside that the settlement to the separate use of said Georgiana C. McGuire, therein referred, be declared excepted and the surplus subjected to your Complainants demand, and that such other & further relief be granted in this case, consistent with law & Equity and your Complainant will ever pray &.

signed Euclid Borland

John R Kilby p. q

State of Virginia
Roanoke
County of Augusta } to wit.

1877 — I, D. G. Kisen a Justice of the peace for the County of Roanoke in said State do certify that Euclid Borland, a citizen of Norfolk Virginia temporarily stopping at Cayens Springs in the County of Botetourt this day personally appeared before me, and made oath that the facts & statements set forth in the foregoing bill

as true to the best of his Judgment & belief.

Given under my hand this 6th day of August 1877.

D. C. Kiser J.P.

Kilby p. 9

Euclid Borland

v. Bice

Jas. R. McGuire Sal.

Euclid Boland

Vs. } Chy. Notes

James R. McGuire & Lux. Sol.

1877. Aug: 1st: Summ.s in Chy. issd to Aug: Rules 1877

" " 8th: Bill & Exhibits filed - & decree nisi vs defts:

" Septr: 3rd: Decree Nisi confirmed, and on Mo: of Plffs Counsel cause set for hearing.

" Octo: 15th: Continued

1878. April 15th: Continued

Chas. Wood