

1878-014
Nansemond Co. (Suffolk)

Chancery Causes: Boothe & Baker et al vs James R. McGuire et al

Murray, Hannaford, Washington Hotel, Galwin, Copeland, Norfleet, Wing, Britt, Wright,
Riddick, Crittenden, Brinkley, Smith, Sweatts, Hodges, Moore, Nurney,
Cropper, Cohoon, Belker, Pinner, Swett

Lefts: Costs:

Clk. . . \$11.25-
Sgt. Hamed. . . 3.00
Sgt. City & Pats. . . 1.00 (had P.B.D.)
Carriage with Ch. 20.00
\$37.25-

Lefts: Costs:

Clk. . . \$3.05-
Atto. . . 15.00
Hamed & Pats. . . 1.00
Sgt. Pats. . . 5.00 (had P.B.D.)
Carriage with Ch. 20.00
\$39.55-

Cosk

Booke & Baker, George A. Murray and
B. H. Hainsford. Plaintiffs

vs Statement of Costs

James R. McGure, Georgiana C. McGure
and David J. Godwin, Trustees. Defendants.

Plaintiffs' Costs.

Clerk. \$11.25 ✓
Hainsford Sheriff. 5.00
(Paid 1st Sergt. (P.B.P.)) Sergeant City of Portsmouth. 1.00 ✓
Commt^{ee} of City for 1st Rep^t. 20.00 ✓
Plaintiffs' atty. \$37.25
32.00 ✓
\$69.25

Defendants' Costs

Clerk. \$3.05 ✓
Defendants' Atty. 15.00 ✓
Hainsford Sheriff. 1.00
(Paid (P.B.P. to Sgt) Sergt. City of Portsmouth. 50 ✓
Commt^{ee} in City for 2nd Rep^t. 20.00 ✓
\$39.55

69.25
39.55
\$108.80

Teste,
Peter B. Prentiss, Clerk

11 25
3 05
14 30
1 00
5 00

140
55

Boothe & Baker Sal

$\frac{24}{27}$ { Statement of Cost

James R. McGurie L. & Co. Sal

✓ 55 80
✓ 35 38
✓ 20 42

JK

Clerk of Hanscom & Co
Suffolk



Stiff. Kured

1.00
 Norfolk 1.00
 P130 30. 3.00
 3.00

del

P130 30^u 1.00
1.23-

10
 15-
 16-
 40

1.00
3.03-

1.00
 50
 15.00
 20.00
40.00

or

211
 11
 11
 18
 28
 45



5/14/5

\$27.00

SUFFOLK, VA., *Apr. 10th* 1875.

Sixty Days after date *I* promise to pay unto
Booth & Baker or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset *Twenty Seven* Dollars,

— Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of *—* per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.

7/12 June

J. R. M. Squire



June 10th 1875

Protested

Woolbright

Y.P.

Chgo, 10

Booth & Baker.



5728



SUFFOLK, VA.,

1875

Fifty Days after date promise to pay unto
Wm. H. H. H. or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset *One Hundred and* Dollars,

50 Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of *5* per centum *per*
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.

578 June



June 8th 1875.

Proctor

Northampton

N. P.

Chas.
1⁰⁰

Booth & Baker



5123



SUFFOLK, Va., April 5, 1872

Days after date I promise to pay unto
or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset Eighty-five Dollars,

 Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.

4/7 June



June 9th 1875-

Collected

North Carolina

H.P.

Cash 1.00

Booth & Baker



5054

\$90

SUFFOLK, Va., March 24th 1875

Sixty Days after date I promise to pay unto
Boothe & Baker or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset Twenty Dollars,

 Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.

23/26 May.



J. R. G. G. G.

Protest No. 26th 1875

Charged \$1⁰⁰/₁₀₀

R. H. Bawls

S. P.

Booth & Baker.



~~\$100.00~~

SUFFOLK, Va.,

March 22nd 1875.

Sixty Days after date I promise to pay unto
Proth T Baker or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND.** in
Suffolk, without offset. *One Hundred* Dollars,

00 Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of _____ per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.

J. R. M. Guire



5040

21/24 May

May 24th 1875.

Protested for non-payment.

Jacob Albright

Chgs, 00

N.P.

Booth & Baker.

CHANCERY SUMMONS.

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 & Georgiana,*
C. McGuire, & David J. Godwin, Trustees,

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 *September* next, to answer a

Bill in Chancery, exhibited against them
in the said Court by *Joseph L. Boothe and James R. Baker merchants & partners,*
doing business under the name & style of *Boothe & Baker & George A. Murray*
& *B. H. Hamnerford.*

and have then and there this Summons. Witness, *Peter B. Prentiss*, Clerk of our said Court, at
his office, this *20th* day of *August* 1875, in the *100th* year of the Commonwealth.

Teste:

Peter B. Prentiss Clerk of the Court.

Kelly & Son. p. 9
Boothe & Baker. Tal.

vs { Sum. in Chy:

James R. McGuire Tal.

To Sept. Rules 1875

Executed Augst. 31st
1875 by serving a true copy
of within on D. J. Godwin
in person.

Richard Vermillion
Sgt. City. Ports.

Received my fee fifty. etc.

Richard Vermillion

Sgt.

Pro. B. No. 1. page 81

Cir. Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *James R. McEnine & Georgiana
L. McEnine & David J. Godwin Trustees,* —————

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 *September* next, to answer a ———
————— Bill in Chancery, exhibited against them ———
in the said Court by *Joseph Boothe and James R. Baker, Merchants & partners*
doing business under the name & style of Boothe & Baker & George
A. Murray & R. H. Hannaford ———

and have then and there this Summons. Witness, *Peter B. Prentiss*
~~WILLIAM E. COLEMAN~~, Clerk of our said Court, at
his office, this *20th* ——— day of *August* ——— 187*5*, in the *100th*
year of the Commonwealth.

Teste:

Peter B. Prentiss Clerk of the Court.

Executed by delivering a copy ^{hereof} ~~in~~ to
James R. McGuire and Georgeanna
McGuire, 23rd August 1873 -
J. H. Lamb, Dy. Supt.

Kelly & Son, 89
Boothe & Baker & Co.

To ^{Samuel} in Clay:

James R. McGuire & Co.

To Sept. Rules 1875 -

Pro: B. No: 1. Page 81

Cir: Co:

I have known Mr. Jos. R
McGuire for the last
eight or ten years and
have been his physician for
several years, in the last
four or five years he
has had several attacks
of Acute Rheumatism
which were quite severe
and terminated in a
Chronic form of the
disease which now con-
sists; his health is I think
permanently impaired by
these attacks. I have seen
his life surprised by attacks
of Rheumatism & Consumption
with the excessive use of Alcohol
stimulants. J. B. B. M.D.
Sept 17 1859 at Holt Co

P.S. Mrs. M. C. Guin's health
is generally excellent. I
have not been called upon
to prescribe for her ~~health~~
I have been attending to
Mr. Guin's family
P. B. Potter

Booth & Baker et al.

vs:

L.R. McQuinn et al.

In the Circuit Court of
Hansemond County:

Exceptions taken by the Deft:
Georgiana C. McQuinn by D.J. Godwin her
next friend to the second report of P.
B. Prentiss Comr., made in this Cause.

1. That the said Comr., still,
although by decree specially so re-
quired to do, fails to make estimate
of said Deft's Contingent right of dower,
in the property known as the Cen-
tral Hotel, & estate not mention-
ed in his former report ^{and} in face, too, of
the fact, that there are depositions in the
Cause, taken before him, establishing the
proof that the consideration of her relin-
quishment, in said property, was the ex-
press & solemn promise made by her
husband before her at the time of the
execution of the Deed, that he would
settle upon her, to her sole use, the House
& lot on Main Street, in consideration of
said relinquishment.

Ind: Fa That the said Court in estimating the value of the said Defts: Contingent right of dower, confines his inquiry to the Div: = gl fact, & make his estimate solely & alone upon that fact, of his expectancy ^{based upon the respective ages of himself & husband} of life according to Wigglesworth's Table, when he should have taken into the estimate in addition thereto, the Condition & quality of the whole estate; the Comparative health of himself & husband; the annual rental value of the whole of said property; The Value of the Consideration surrendered by her and received by her said husband, in her various relinquishments; And generally every fact & Circum = = stance that tends to show that the settlement was just equitable and not gross & excessive.

3d: Fa That the Court incorrectly upon false calculations & misapprehensions estimates the value of the real estate under the evidence in the cause, Divi: = ding, as he does, the aggregate of the values testified to, by the number of witnesses who testify in the subject, in = = stead of taking the weight of evidence

adduced to determine the value of the property.

4th, That said Comr's value arrived at, is grossly & palpably inadequate to the consideration relinquished by the said Dept:

In all of which particularly the said Dept: by the next friend excepts to the said Comr's Report, as incomplete, unjust & erroneous.

Booth & Bellm et al

vs:

Milguin et al

Ex captans to Cens'

2d. Report -

1877. Oct. 17th. F.V.S.
C.H.

In the Circuit Court of Nausemond
County:

Between Boothe & Baker et
als: and McQuire wife &c.

Excepting taken by the Deft:
Georgiana C. McQuire by D. J. Gidwin
her next friend to the estate of Peter
B. Prentis made in this Cause.

1st: That the said Com:
= missioner made no estimate
of the Contingent right of dower of
said Deft: in the property known
as the Central Hotel.

2nd: That the said Com:
= missioner, incorrectly & upon false
principles did estimate the value
of the real estate: And did not
estimate it according to the evi-
= dence in the case.

3rd: That the said Com:
= missioner did not take into es-
= timation the relative health of
the said Jos: R. McQuire & his wife
Georgiana C., in ascertaining
the value of the said Deft: Com:
= tingent dower.

4th: That the value of said
Contingent right of dower is, greatly
& grossly inadequate -

Eruptions

Reply - to G. Brown's Argument

The only argument to any portion of the will:
demands is to that ~~part~~ which the ~~will~~ uses to the
argument of the ~~will~~, which sets up his demand, as to the
demand being older than 9. Apr 1875. He argues that the
question is older - I don't think anything arises therefrom.

If any question grows out of that, be it so -
I hope the question can be adjusted on plain questions,
without this, and readily submit to same.

John Milby

Jan. 14th 1878 -

(1)

Boothe & Baker
Geo. A. Murray } ppls.
Benj. Hannaford }

vs.

James R. McGuire, & his wife Euphania McGuire
David J. Gordon, her trustee

This is a suit in chancery to set aside a deed made by Jas. R. McGuire to D. J. Gordon trustee for Mrs McGuire, as containing an excessive settlement & fraud as to creditors.

By deed dated 19th Apr 1875, J. R. McGuire makes a voluntary deed to Mr Gordon as trustee for Mrs McGuire. — The deed sets forth no consideration such as a relinquishment of contingent right of reversion —

On the 9th Oct. 1877, Jas R McGuire was the owner of the Central Hotel lot in Suffolk Va, & on that day, sold it to the Maple Spring for \$4,000 — and on same day he purchases the Washington Hotel lot for \$3860

The Comr. in his 1st report fixed her (Mrs McGuire) value of her contingent right of reversion in Washington Hotel lot & one on main st. Suffolk at \$217.33 —

In this exception was filed & case referred back to law (by a circuit decree) she comes to a similar conclusion — in 2^d Report.

Without going a detail, I beg leave briefly to say that I consider the allowance liberal, —

In the first place no claim was set up for any right in Central Hotel lot, till after the report was made,

if any should be paid for, it was paid — as
the same day the Central Hotel was sold, the
Washington Hotel of about equal value was, too, in
which Mr. Mcely obtained an equivalent. Thus one paid for the other.

That the contingent right of dower of my
Mcely in Washington Hotel lot, she voluntarily
conveyed to Mrs R. Copeland, to remain left to
The Farmers Bank of Iowa & one to W. J. Governor
trustee for parties named & the said Washington
Hotel was sold for \$2000.

The lot settled to his wife as
for her right of dower is a lot in Suffolk
in a valuable part of town worth \$1500 as fixed
by the town. (I took it)

The contingent right of dower of the wife
in the Central Hotel lot was, but a swap
made the same at about same price & as to the main
street property that was, solely the property
of Mr. McElure at the death of his mother which
had become his (his mother being dead) —

I do not intend a party having right
to make a fair settlement on his wife, but
if excepted or fraudulent claims of equity
will come. (25 Nat. 587)

12 " 372.

1 case referred to —

24 Nat. 447

1 case referred to by Com —

provided this can be done without prejudice
of creditors or purchasers — 25 Nat. 587.

In case 24 Gra 447. (shows conclusively of settlement except the Court will correct it)

& no power to impute fraud the transaction might be barred &c.

The Court is asked to review & compare the facts as no doubt it will, a mere note as this is cannot hope to discuss the case fully

The Court will see that the parties are about the same age, & the tables by which the Court has arrived at her Int. are such as our Court of Appeals have sanctioned (see 2 Rob. (N.D. 1851) v. Davis p. 384 (see 2 Minors Institutes p. 156

Now other thing being equal the allowance is rule, a little over \$700 for which she has had property worth \$1500 settled to her!!

The largest liberty was allowed ^{in deeds,} to give the great value of the Washington Hotel lot (no claim then set up for the Central Hotel lot) & the ^{value of} small Main street lot.

It is apparent the witnesses in the ~~both~~ cases sympathized with the lady (and valued the Washington Hotel lot very high & the main street very low) The proof shows this. The Washington Hotel sold for \$2000. In the 2^d taking of dep. An effort was made to show the rule of law should be varied because the female was likely to live longer than her husband, as he ~~was~~ sometimes had attacks Rheumatism & Drunkenness. To this I interposed no particular proof

being ^{being} willing to interpose no objection to a liberal view
of the case.

As to Mr. McGuire's testimony given in
the Central Hotel, I claim that should not be
considered - It is in proof the Wash. Hotel
was let same day the Central Hotel lot narrow
& her right in one lot was an equivalent, ^{to the other} - It is
in proof that Mr. McGuire was keeping the Washington
as a Hotel, and that there was nothing on
record or any public notice so that the public
could know that a secret arrangement existed
between this man therefore that she was to step
in & claim compensation for this secret ar-
rangement - The ^{rent} ~~rent~~ to Booth & Baker were
for goods & supplies for McGuire's family & his
Hotel - They were holding themselves out to
the world as Hotel Keepers, & people had
a right to suppose they owned the property.

If allowed now to take a settlement
8 times as much as the law would ordinarily
pay & would be a fraud on creditors

It is attempted to set up the contract
as to the Central Hotel, by testimony which
should be rejected under the law which
excludes the husband & wife being witnesses, ^{see Code § 12 Crim} ^{p. 388}
the testimony of Mr. McGuire is relied on to sustain
the contract. This should be excluded, as his knowledge
is only repeating what he heard the parties say for themselves.

— an effort to prove for a party what the party cannot say or believe themselves, repeat for themselves their own secret statements — The whole of this evidence must be excluded —

This case presents a case where parties claim that a secret arrangement was made, to the exclusion of all the world & people allowed to look upon them as owners of property — no need to show to the contrary, & claim the aggregate of the value of contingent owner in every piece sold — This would be a fraud on the public, & creditors could have no security — and after debts made to feed & clothe the family, then when the creditors seek pay to be told "I had a private arrangement with my wife, when I got so I could not go on in business, you my wife come in & claim the whole",

In this can the whole be claimed —

I submit this short note only asking the security committee attention to the case, whilst I have no authority to suggest a settlement ^{yes, I} John N. Kelly, atty
would say, that in the com
for p^{ts}.
Boxes, a little over \$700.
You a share of the main
that ^{lot} at auction & to allow
my share 1/3 of the sale,
would be over twice her legal
allowance.

Nausmuns

Booth & Baker tas

n

Merrie tas

note by J.R. Kelly
pels. atus

This deed made the 16th, day of
April 1875- between James R.
McGuire & Georgianna C. his
wife of the one part, and D. J.
Gidwin, Trustee of the other part,
witnesseth: That the said James R.
McGuire & Georgianna C. his
wife, do grant - with general
warranty - unto the said D. J. Gidwin
the following property, to wit:
That certain lot of land with
appurtenances, situated in the
Town of Buffalo on the North side
of Washington Street & known as
the Washington Hotel property &
is the same which was sold un-
der a decree of the County
Court of Chevermond, entered at
the August term of said Court
in the year 1871. Jno. R. Copeland
& A. F. Holladay being special
Commissioners named in the said
decree to make the said sale &
the said Jas. R. McGuire being
the purchaser - (see deed to Mc-
Guire, dated Jan'y: 25th, 1875,
also all the House hold & Kitchen
in the said Hotel, except the fur-
niture in the rooms occupied

by the said McQuinn's family,
which he does not intend to
convey by this deed, & such
Kitchen & Dining room
furniture as may be neces-
-sary for the use of his mi-
-nor family, to be selected
by him or his family.

In trust to secure the
payment of the following
notes, bonds & other claims,
here, described - to wit: a
note (negotiable) for \$80 - made
by said Jas. R. McQuinn, pay-
-able to Borth & Borth & endor-
-sed by them, dated Feb: 12th,
1875 - & payable 60 days after
date at the Farmers Bank
of Newsum at Suffolk,
also one other negotiable note
for \$60 - made by the said McQuinn
payable at said Bank to B. F.
Catching Hco. & endorsed by them &
payable 60 days after date and
dated Feb: 20th, 1875 - Also another
negotiable note for \$145 - made
by the said McQuinn, payable at the
said Bank to B. F. Hedwin & endorsed

Also another note for \$80- made by said McQuine payable at said Farmers Bank endorsed by J. H. Gordon (note not now known)

by him, payable 60. days after date & dated the 24th. Feb., 1875. Also another negotiable note for \$50⁰⁰, made by the said McQuine payable at the said Bank to Thos. Parker, endorsed by him at 60. days & dated the 25th. Feb., 1875. Also another note for \$165⁰⁰ made by the said McQuine, payable at the said 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 McQuine, payable at said Bank to S. J. Edwin & endorsed by him - note at 60. days & dated 11th. March 1875. Also another note for \$100- made by the said McQuine, payable at the said Bank to Booth & Ballou & 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
and drawn by them each at
60 days & dated respectively,
Apr. 6th, 5th, & 10th, 1875 - Also a
negotiable note for \$115⁰⁰, made
by the said McGuire, payable
at the Commercial Bank of
Suffolk, to J.B. Stallet and
endorsed by him, at 60 days
& dated Apr: 5th, 1875 - Also
another note for \$28⁹², made
by the same party, payable at
said Bank to Dorden & Gly
and drawn by them, at 60 days &
dated March 30th, 1875. Also one
bond for \$300 - made by the said
McGuire, payable to Dr. Euclid
Barland & dated Dec. 21st:
1867. Also an open account
due the Messrs Finney for
about \$100 - together with the
said McGuire's various store ac-
counts aggregating about \$200 -
due to various persons doing
business in the town of Suffolk
(Amt: & names of parties not now
accurately known)

X

But it is understood & agreed
between the parties, that this
deed is not to be closed by
sale of the said property here-
with conveyed, at public
auction - without the con-
sent of the grantors until
the 1st day of January 1876.
but the said grantors do hereby
~~consent~~^{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 judg-
ment shall suggest,
to convey title to the same,
& to appropriate the pro-
ceeds of said sale to the
purpose described in
the deed - under this trust.

Witness the following sig-
natures & seals -

J. R. M. Guire (seal)

Georgiana C. M. Guire (seal)

State of Virginia

Henric County, to wit

J. Peter B. Prentiss, 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 do further certify that Georgiana 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 Georgiana C. McGuire, acknowledged the said
writing to be her act, and declared that she had willingly exe-
cuted the same, and does not wish to retract it.

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

Peter B. Prender.

Commth: in Chy:

McGuire George

W. J. Reed.

D. J. Godwin, Master

1875 20th April Recd
Certified A. J. R.

Recorded Book 4 page 613

h J. J. Godwin

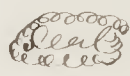
1875

20th & 21st

This Deed made this 9th day of October in the year of our Lord one thousand eight hundred and seventy one between James R. McGuire and Georganna C. his wife of the county of Hansemond in the State of Virginia of the one part and Eveline M. Finney & Sallie A. Finney and Mattie J. Finney of same place, of the other part, Witnesseth: That in consideration of the sum of Four thousand dollars, the said James R. McGuire and Georganna C. his wife, do grant, with general warranty unto the said Eveline M. & Sallie A. Finney & Mattie J. Finney and to their heirs and assigns forever, the following real Estate, to wit: That parcel of Land on the East side of Main Street in the Town of Suffolk, Hansemond County, Virginia known as the "Central Hotel Lot," and bounded as follows Beginning on the pavement at the South-west-corner of the Lot of the Methodist Episcopal Church South; then Southwardly as the street runs curving near the house, Two hundred and ninety feet to the Lot of Wm J. Rogers Estate; Then Eastwardly Four hundred and twenty feet to a Branch; Then down said Branch Three hundred and seventy feet more or less, to the lot of Columbus W. Lassiter's then Westwardly along said Lassiter's line & said Church line to the Beginning - being the residue of the several Lots (the other part having been sold off, purchased by

said James R. McGuire of George Sodum, Joseph Holladay & Jas. S. Browne & wives by Deed dated 13th March 1846 & recorded together with all and singular the appurtenances belonging to the same. And the said James R. McGuire, covenants that he has the right to convey the said land to the grantees: that the said grantees shall have quiet possession of the said land: that he has done no act to encumber the said land and that he will execute such further assurances of the said land as may be requisite—

Witness the following signatures & seals.

J. R. McGuire 
Georgiana C. McGuire 

State of Virginia }
County of Hansemond } To wit:

I, John R. Kelly, a Notary Public in and for said County aforesaid, in the State of Virginia, do certify that Georgiana C. McGuire the wife of James R. McGuire whose names are signed to the writing above, bearing date the 9th day of October 1871, personally appeared before me in the county aforesaid, and being duly examined by me privately and apart from her husband and having the writing aforesaid fully explained to her, she the said Georgiana 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 31st day of October
Eighteen hundred and seventy-one

John R. Kelly
Notary Public.

Virginia.

Henricemond County } To wit:

J. John R. Kelly a Notary Public in and for the said County, in the State of Virginia, do certify that James R. McGuire whose name is signed to the writing above, bearing date the 9th day of October, 1871, has acknowledged the same before me in the County aforesaid

Given under my hand this 31st day of October 1871
John R. Kelly
Notary Public

In the Clerk's Office of Henricemond County Court Nov
13th 1871.

This Deed with the Certificate of John R. Kelly a Notary Public in and for the County of Henricemond was presented and admitted to record (the requisite Mt. Rev. Stamps of \$4. being affixed and duly cancelled)

Teste

A Copy,

Teste

Willis E. Cochran Clerk

Peter B. Prentiss. Clerk

(a copy)

X^{ms}

James R. McGuire sup.

To J. Reed

The Misses Finney

Commissioner's Office.

Suffolk, Va. October the 4th. 1877

To The Circuit Court of Hansemond County:

Pursuant a Decree of the Circuit Court of Hansemond County, rendered on the 13th: day of April, 1877, in a suit in Chancery depending in the said Court, between Boothe & Baker & Others, Plaintiffs, and James R. McGuire & wife Others, Defendants: The undersigned, the Commissioner of said Court, whose Report which was filed, in said suit, on the said 13th: day of April, 1877, was, by said Decree "re-committed for the purpose of ascertaining the contingent right of Dower, the Defendant, Mrs. Georgiana C. McGuire had in any other Real Estate not mentioned in said Report, and for all other purposes and things pertinent and proper that should enable him to arrive at a true, just and equitable value of Settlement upon the said Defendant", reports to the Court, that agreeably to the notice issued by him the parties, by their Counsel, met with, & set heard before him when some progress was made - that, by consent, the further taking of the accounts was continued and adjourned until the 29th, September 1877, when all the testimony he was concluded, and now, submits the following, as the result of the conclusion arrived at by him -

Upon a due and patient consideration & investigation of this case Your Commissioner sees, no good reason for allowing any contingent right of Dower to the Defendant, Mrs. Georgiana C. McGuire, in the Central Hotel Lot - and he is constrained to disallow it, because it appears in the testimony (see Abstracts, "marked X") returned here with, that on the 9th: day of October, 1871, the said James R. McGuire & the said Georgiana C. McGuire, his wife, by their deed, sold the said Central Hotel Lot to the Misses Finney

in which deed she relinquished her right of Dower, and the proof only shews an understanding between James R. McGuire and his said wife, not of record and not known to the public, so far as any evidence is presented - and thus proved by her husband & herself, as to statements made between themselves (whose testimony your Commissioner considers not allowable - and declarations testified to by Col. S. J. Godwin, as to what he heard the said parties ^{dependent} (husband & wife aforesaid) say - which he also considers not allowable.

and it further appears that on the day of sale by the said McGuire & wife to the Messrs Finney, that the said James R. McGuire purchased the "Washington Hotel Lot," by which ~~he~~ a Dower interest of equal value, as in the "Central Hotel Lot" was acquired by purchase, and that the Dower interest in the Washington Hotel Lot was conveyed by the said McGuire & wife to John R. Chapland, Trustee, in one deed of Trust, and to W. J. Godwin, Trustee, in another deed of Trust, and that under the said two deeds of Trust, the Lot, with Dower, was sold to John F. Penner. So that your Commissioner concludes that any contingent right of Dower the said Georgiana C. McGuire had in the Central Hotel Lot was compensated or paid for by the Dower, acquired the same day in the Washington Hotel Lot (supposing there was any promise to settle the value of her contingent Dower, in the Central Hotel Lot on her, which your Commissioner does not consider sufficiently established by legal evidence) but, if she were entitled to any in the Washington Hotel Lot, in place of that in the Central Hotel Lot, she parted with it, voluntarily.

That he sees no reason why he should alter his former report in any respect. In that report, it will be seen, that your Commissioner has allowed her value for her Dower in the Washington Hotel Lot, which she sold voluntarily, and that the proof taken to show the value of her Dower in the Washington Hotel Lot, which was allowed her therein, shows her sale thereof, as above, should probably reduce the former allowance, but as no offer was made to claim a reduction & to allow it to stand for any possible amount to which she might be entitled, in consequence of her, probably, greater longevity than that of her husband, because of attacks of Rheumatism & debilitation in former years, and your Commissioner deeming the amount ample to offset any such claim, has not deemed proper to alter the same. Nor does he see any error in the mode of valuation, as to the property, and therefore reports that he arrived at no other equitable value of Settlements on her, for any rights claimed than he has already, and especially so, as all the evidence if allowed, only goes to show a private arrangement between the said husband & wife, not made a matter of record, and that the Plaintiff dealt with the said James R. McGuire, in ignorance of any such arrangement, and the Plaintiff's demands were for Subsistence furnished the said James R. McGuire, for the support of himself & family, & his Hotel, in which his family resided.

In Conclusion your Commissioner disallows the claim of Mrs. McGuire, in any contingent right of Dower in the Central Hotel Lot, and that the Dower in the Washington

ten Hotel St, was voluntarily sold by her, but is
allowed in the former report, and not now altered,
for the reasons stated.

The claims, notices aforesaid and the evidence relating
thereto are herewith returned

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

Fee
Commiss. \$20⁰⁰

Peter B. Arents.

Commissioner

At a Circuit Court continued and held for Ham-
mond County, the 13th day of April, 1877—

Joseph Boothe and James R. Baker, merchants
& partners, doing business under the name
& style of Boothe & Baker & George A. Murray
& B. H. Hannaford . . . Plaintiffs

Against } In Chancery
James R. McGuire & Georgiana C. Mc
Guire & David J. Godwin, Trustee. . . Defendants.

This cause coming on this day to be heard on
the Bill &c, the answer of the Defs. this day filed.
The report of the Commissioner and exceptions
to the said Commissioners report. this day filed
and was argued by Counsel

On consideration whereof the Court
(without deciding the points raised by the ex-
ceptions,) doth adjudge, order and decree,
that the said report of the said commissioner
be recommitted for the purpose of ascertain-
ing the contingent right of dower the Defs: Geo-
rgiana C. McGuire has in any other real estate.
not mentioned in said report. and for all other
purposes and things pertinent and proper; that shall enable
the Commissioner to arrive at a true and
equitable value of settlement upon the said de-
fendant.

A copy: Teste, Peter B. Prentiss, Clerk

Boothe & Baker & al

vs E Copy Deene

McGuire & al

2

March 13

COMMISSIONER'S OFFICE,

Suffolk, Va. August 11th 1877

TO Joseph Boothe and James R. Baker
Merchants Partners, doing business
under the name & style of Boothe &
Baker, & George A. Murray L.B. H.
Hannaford

Plaintiffs.

And To James R. McGuire & Georgiana C.
McGuire & David J. Godwin,
Trustee

Defendants.

You are hereby notified that I have fixed upon the 13th day of September 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: ascertain, at my Office, the Contingent right of Dower the Defendant, Georgiana C. McGuire has in any other Real Estate, not mentioned in the Report of the Commissioner returned to the April Term, 1877, of the Circuit Court of Nansemond County, in the above suit, which is

required to be taken by a decree of the Circuit Court of Nansemond, rendered on the 13th day of April 1877, 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.

August 15th 1877 Executed and a true copy
delivered to James R McGuire and Georgiana
McGuire each.

F. H. Parols. Dy for
John L. Fulkham Shff

COMMISSIONER'S OFFICE,

Suffolk, Va. August 11th 1877

TO Joseph Boothe and James R. Baker
Merchants & Partners, doing business under
the name & style of Boothe & Baker
& George A. Murray & B. H. Hamaford. . . . Plaintiffs.
And To. James R. McGuire & Georgiana C.
his wife, & David J. Giddens, Trustee. . . . Defendants.

You are hereby notified that I have fixed upon the 13th day of September 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:~~ ^{at my office} ascertain the contingent right of Dower the Defendant
Georgiana C. McGuire has in any other Real Estate, not
mentioned in the Report of the Commissioner returned to
the April Term, 1877, of the Circuit Court of Nansemond
County, in the above suit, which is _____

required ~~to be taken~~ by a decree of the Circuit Court of Nansemond, rendered on the
13th day of April 1877, 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.

Sergeant of the City of Portsmouth.
To the Sheriff of Nansemond County to execute.

PETER B. PRENTIS, Commissioner.

Boothe & Baker Lads

to { Comm^{rs} Notice

James R. McGuire Lief
Ld.

To 13th. Sept. 1877. at
Comm^{rs} Renters' Office,
S. York, Va

Executed August, 17th
1877, by leaving copy of within
same at residence of W. Godwin
with person over 16 yrs of age expl-
aining the purport of it.

Richard Vermillion
Sgt.

Commissioner's Office, Suffolk, Va
September 13th. 1877

Booth & Baker Advs. . . . Plaintiffs
against S In Chancery
James R McGuire & wife &
al . . . Defendants.

Present.

John R. Kelly, Esq. Atty. for Pltfs.
Ch. D. J. Godwin. " " Defs.

David J. Godwin being duly sworn on the Holy Evangelists
of Almighty God, deposes and saith:

I have known James R. McGuire and Georgiana C. his wife
for thirty (30) odd years - the said James R. McGuire is my
brother-in-law & his wife, Georgiana C. is my sister - I know well
the condition of the health of these two parties - and what it has
been for the last ten (10) years - For the last ten (10) years,
annually, and sometimes oftener, the said James R. McGuire has
been subject to violent & protracted attacks of ~~the~~
acute Rheumatism, and that he suffers, more or less, with
the same disease, all the time, in a chronic state - I
have known some of his attacks to last him for as long
of six (6) weeks & upwards - when he was confined most
of the time to his bed, & in a helpless condition; and
in almost every one of these attacks, he is for most
of the time, ill - therefore have very much protracted
& impaired his general health, and in latter years

his attacks have been more frequent & severe - and
I regard his constitution of health, now precarious -
(This part of the Deposition expected to by John R.
Kelly Esq. Plaintiff's atty.)

As for my sister's health I can say, that it is now
excellent: having been good, all her life, as far as I
know, & certainly so, for the last thirty (30) years:
rarely ever needing the services of a Physician -
I think, that I can safely say, that she has not needed
the services of a Physician for the last ten (10) years,
in any case of sickness.

Cross Examined by John R. Kelly, Esq.
Plaintiff's Attorney.

Question ~~What~~ You have said, in your statement
above, that James R. McGinnis for the last 10 years,
annually, and sometimes oftener, has been subject to
violent & protracted attacks of acute Rheumatism.
How many times during that period have you seen
him thus attacked?

Answer. I cannot state, with certainty, the number of times: but I
am sure, that I have seen him at nearly every one of
these times, & certainly, at the times, during the protracted
attacks.

Question. Have you during this period seen him under any other
sickness, or disease or complaint, which has protracted
him for any length of time?

Answer. At one period of his life, some year or two ago, running
back for five or six (5 or 6) years, he drank rather

rather freely, & I have seen him ill, on several occasions, resulting, in my opinion, from the effects of drinking; and, in my opinion, his present low condition of health is attributable to the two causes. His general health, for the last year or two, as what I would call that of a low condition.

Question. Has not James R. McGuire, for a number of years, past, been the keeper of the Washington Hotel: & has he not been able (so far as his health is concerned) to attend to his duties, connected therewith, & please explain what you mean by low health?

Answer. He has been the keeper of said Hotel up to ~~the time~~ about the 1st. Jan. 1877 - I think, during the whole time that he was keeping said Hotel, his health & his habits prevented him from attending, properly, to his duties, as said Hotel Keeper. I have known him for weeks, at the time, during this period to be prostrated in bed, & at times, to be unable to turn over in his bed, from Rheumatism, or, neuralgia. I mean, by low condition of health, a general weakening & prostration, from these causes: want of physical energy, loss of flesh and general ailing, and this ^{further} dependent said on.

(Signed)

D. J. Godwin

John F. Hume, being duly sworn on the Holy Evangelist, of Almighty God, deposes & saith as follows:

I have known Mr. James R. McGuire, about twenty (20) years

within the last three or four years, he (McGuire) has made several applications to me, as Agent of the Virginia Protection Life Insurance Co. at Richmond Va. for an Ordinary Life Policy in said Company, which I refused, for the reason, that I did ^{not} regard him as a fit Subject for Insurance, on account of his attacks of Rheumatism & his habits of drinking: & for these reasons I have never insured him.

(Signed) J. T. Murray

Dr. Thomas E. Cropper, being duly sworn ~~deposes~~ on the Holy Evangelists of Almighty God, deposts & saith:

I have known Mr. James R. McGuire & his wife Virginia C. about ten (10) years - For the last seven years, Mr. McGuire has been afflicted a number of times with Rheumatism, as I have understood. Within the last 3 or 4 years Mr. McGuire has been afflicted in this manner, with Rheumatism for two or three weeks at a time - say, at least once a year. I have known Mr. McGuire for the last seven (7) years, intimately and during that time I have known him to be indisposed, with what I suppose to be Rheumatism or Gout ^{judging} from his general habits & his appearance when I would see him. Amongst his habits of occasional dissipation - I have known his habits of dissipation to last for one or two weeks, at a time. As far as I know, he is now & has been for the last several months, very temperate in his habits.

(Signed)

T. E. Cropper.

Wm: H. McGinnis, being duly sworn on the Holy Evangelists
of almighty God, depose & testify as follows:

I am a brother of James R. McGurn - being his Senior by ten (10) years. I have known him from his birth - He has been confined, to my knowledge, several times, with attacks of Rheumatism, within the last 5 or 6 years - these attacks were last, sometimes, a week or two - & he so severe, that he could not walk. I have known him to have, at least, two of these attacks in one year. I regard him as subject to these attacks - My father suffered for the last 15 years of his life with acute Rheumatism, at his death he was 47 years old, and died with Rheumatism & Consumption: never for years previous to his death was he free from Rheumatism. I think that the^{se} attacks have impaired the general health of James R. McGurn, for several years - I think he is now, in a low condition of health - I regard the health of Mrs. Georgian C. McGurn, as excellent. I regard rheumatism, as a hereditary disease in the McGurn family: one of ~~my~~^{my} ~~uncle's~~^{grandfather's} (his father's Sister, Mrs. Alden) died of that disease - My mother (who was J. R. McGurn's) was 81 when she died. The mother of Mrs. Georgian C. McGurn (Mrs. Cherry G. Godwin) is now in fine health, and has attained 77 years.

and further this Defendant saith not.

Wm. McLean

Willis E. Cochran, being duly sworn on the Holy Evangelists
of Almighty God, deposes & saith as follows.

I have known James R. McGuire & his wife Georgiana
C. from childhood (my age being 54 years). For the
last ten (10) years his general health has been feeble.
That within that period he has been subject to violent
attacks of Rheumatism - at least from once to twice
a year - whilst and during these attacks, I have
frequently been with him - have known them to
last from 4 to 6 weeks, and to be unable to turn
himself in bed. During these attacks, I have regarded
him as exceedingly ill - & at his last attack I
never thought he would recover. His present
condition of health, is very poor, & is owing to these
Rheumatic attacks - I regard his constitution as
being much impaired at this time. As to the
health of Mrs. Georgiana McGuire, I regard it as
most excellent - in fact, I have never known
her to have an attack of illness.

And further this deponent saith not

(Signed)

W. E. Cochran

Dr. Philip B. Baker, being duly sworn on the Holy
Evangelists of Almighty God, deposes & saith

I have known Mr. Jas. R. McGuire, for the last eight or ten
years, and lived with him & been his physician for
several years: within the last four or five years, he
has had several attacks of acute Rheumatism, which were quite

severe Hemiplegia in a chronic form of the disease which never leaves him; his health, is, I think permanently impaired by these attacks. I have seen his life imperilled by attacks of Rheumatism, in conjunction with the excessive use of Alcoholic Stimulants. I would also say that Mrs. Gertrude C. McGinnis' health is generally excellent. I have not been called upon to prescribe for her, since I have been attending Mrs. McGinnis' family.

And further this deponent doth not

(Signed) P. B. Parker

Deposition to 29th Sept: 1877. P. B. Parker, Clerk

1877. September 29th.

Present.

John A. Kelly, Esq. M.H. 11th. 11th.

David J. Gorman, Esq. Depts: 11th.

James R. McGinnis being duly sworn on the Holy Evangelists of Almighty God doth depose and testify

1st Question Please look at this deed (marked "A") from James R. McGinnis Lease to Eveline M. Ginn, dated 9th Oct. 1877 (which is now offered as evidence in this case) and say, whether you & your wife, Gertrude C. McGinnis, executed the same?

Answer We did execute said deed.

2nd Question State whether your wife, Gertrude C. McGinnis executed the said deed under any promise from you, before or at the time of its execution, that you would settle upon her the House & Lot on Main Street, in Suffolk, mentioned in the said ^{now} occupied by Mrs. H. Wright, for her sole & sep.

rate use & benefit?

Answer. at some time before I sold the Central Hotel
property to the Majors Firm, I consulted with
my wife & friends, in relation to the property in
selling said property - my wife, Georgeanna C. seemed
inclined to have the property sold, stating that it
was the only source of their maintenance & support:
That subsequently to this time we had frequent con-
versations upon this subject at all of which time,
she seemed inclined to part with the property - finally
I had an offer for the property, at the sum of
\$4000 - I again appealed to my wife, urging her
to unite with me in the sale - promising her
at the time, that if she would join with
me, in the sale to the Majors Firm, I would
settle upon her, as her sole & separate
estate, the House & lot referred to, on
Main Street, as soon as the said property
should be mine in absolute right (at this
time my mother had a life estate in said
lot, with remainder in fee, to my self,
under my father's will.) Some time after the
death of my mother, when the property became
mine, I carried out & completed with the
promise I had made to ^{my} said wife, by making
a deed & settling said property on her - at the
time I made the promise to my wife, I was ~~was~~
indebted some six or seven hundred dollars - at
the time of the sale of the ~~property~~ property to the Majors

This Deed, made this 9th day
 of October in the year of our Lord one thousand eight hundred
 and seventy-one between James R. Mc Guire ~~and Georganna Le-~~
~~of the County of Hansemond in the State of~~ and

Georganna Le - his wife, of the County of Hansemond
 in the State of Virginia, of the one part, and Eveline M. Fenney & Sallie
 A. Fenney and Mathe J. Fenney
 of the same place

of the other part, **Witnesseth:** That in
 consideration of the sum of Four thousand dollars

the said James R. Mc Guire and Georganna Le-

his wife, do grant with general warranty, unto the said Eveline M & Sallie
 A. & Mathe J. Fenney — and to their heirs and assigns, forever, the

following real estate, to wit: That parcel of Land on the East side
 of Main Street in the Town of Suffolk Hansemond
 County Virginia known as the "Central Hotel Lot" and
 bounded as follows. Beginning on the pavement at the
 South-West corner of the Lot of the Methodist-Episcopal
 Church South, then Southwesterly as the street runs, curv-
 ing near the house Two hundred and ninety feet to the
 Lot of Wm J Rozple's estate. Then Easterly Four hundred
 and twenty feet to a branch - Then down said Branch three
 hundred and seventy feet, more or less, to the lot of Co-
 lumbus W. Linsler. Then Westwardly along said Lins-
 ler's line & said Church line to the Beginning, being the
 residue of the several lots (the other part having been sold
 off) purchased by said James R. Mc Guire of George God-
 win, Joseph Holladay & Jas. S. Browne & wives by deed
 dated 13th March 1846, & recorded

together with all and singular the appurtenances belonging to the same.

And the said James R McEnine ^{covenants} that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

James R. McEnine [SEAL.]

Witnesses:

Georganna C. McEnine [SEAL.]

State of Virginia,
County of Hansemond

} To wit:

I, John R. Kelly a Notary Public ^{said} in and for the county aforesaid in the State of Virginia, do certify that Georganna C. McEnine the wife of James R. McEnine ^{whose names are}

signed to the writing above, bearing date the 9th day of October 1871, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Georganna C. McEnine 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 31st day of October eighteen hundred and seventy-one

John R. Kelly
Notary Public

Virginia,

County of Hansemond County - } To wit:

I, John R. Kelly a Notary Public in and for the said county, in the State of Virginia, do certify that James R. McEnine ^{whose name is signed to the writing above,} bearing date the 9th day of October 1871, has acknowledged the same before me in the county aforesaid.

Given under my hand this 31st day of October 1871

John R. Kelly
Notary Public

In the Clerk's Office of Hansemond County, Comp.
Nov 13th 1871

This Deed with the certificate of John R. Kelly a Notary Public in and for the County of Hansemond was presented and admitted to record. The Requisite Int. Rev. stamp of \$4. being affixed and duly cancelled

Teste,
Willis E. Cochran, Clerk

A Copy,
Teste,
Peter B. Prentiss, Clerk

Copy
Deed of Bargain and Sale.

James R. McGuire & co

TO

Estaline W. Finney & co.

" "
(A)

Referred to in the Deposition
of Jas. R. McGuire.

A.B.P.

Comm.

1877. Feb. 27

Finneg, I had contracted none of the debts mentioned in this Suit.

3^d Question

What would be a fair rent for the Central Hotel property, annually, since its sale by you?

Answer. From Four to Five Hundred dollars per year.

4th Question

What would be a fair rent of the Washington Hotel property, since your sale of it?

Answer.

Before the improvements were put on it, by the present owner, I think it was worth \$450 per year — since that time, I learn, that it has been leased for a term of years, at \$600 per year.

The foregoing questions I answered there were expected to, ~~be~~ (the questions before being answered) by the Plff's Attorney.

Cross examined by Plff's Atto.

1st Question

Did you owe any debt & to whom & how much & the consideration therefor, at the time of the sale of the Central Hotel Lot, by you & wife to the undersigned?

Answer.

I owed Dr. Encland \$300. of bond — for cash loaned, on which there is a Chancery suit now pending in this Court of Action in this Suit, however.)

2^d Question

What was the consideration of the debts, due the Plffs in this Suit?

Answer.

The debts due to Brother Baker were for store bills, declared by wife — that due to Bay H. Hamaker was a Secured debt for my Brother Jas. B.

B. McGuire - that due to Geo. A. Mearns, was
for a debt due the Farmers Bank of New Haven
& me, I was one of said Mearns. ~~also~~

3^d Question

Where the debts, or store bills, due Boston Bank
or otherwise, for ^{supplies} yourself & family a lot?

Answer

They were ^{for} supplies for Hotel keepers, where
my family lived.

4th Question

You speak of the Washington Hotel being improved
since its sale - who is the present owner &
who is having the improvements made & to
what extent thereof?

Answer

Mr. John F. Pinner is the present owner
who is having the improvements made - I cannot
say ^{to} what extent the improvements are.

5th Question

What does the lot, on Main Street, occupied by
Jno. H. Wright, belong for now, & what has it
rented for for the last two years.

Answer

\$225 per year - Mr. Wright refuses to
give other sum (\$225) for the next year - but -
I refuse to take less - & unless it rent for that
sum, I expect to occupy it myself.

and further this dependent faith not

(Signed)

J. R. McGuire

The deposition of W. J. Hudson, ^{husband} one of the parties, to
this suit, (he having been duly sworn)

Subscribed & sworn to before me at the
City of New Haven, Conn.

Some time before the sale of the Central Hotel

1
11
1
In short, I was consulted by Jas. R. McGuire & his
said wife, in relation to the sale of the said property.
McGuire stating, that the Hotel business was dull
he would like to dispose of his property, if
he could do so at a fair price, & go else where
to do better. His wife (Georgeanna C. McGuire)
was indisposed to dispose of the property, thinking
that they had better remain where they were.
She said it was a home for herself & children
& she could not consent to its sale. In a
subsequent conversation, both being present, she stated
that if Mr. McGuire (her husband) would agree to
settle upon her, the Jas. H. Wright Lot ^{which he had promised her to do} on
the death of her (McGuire's mother), she would con-
sent to the sale of the Central Hotel property
& relinquish her right of Dower in the same -
then & there the said James R. McGuire promised
that he would do so, as he subsequently did,
in a deed drawn by myself, & now a part of
the record in this cause - & as an Exhibit, marked
A. Filed with the Bill -

After the conveyance of the Washington Hotel
Property ^{located at the same} to me, as Trustee for McGuire's estate, &
after several ineffectual attempts to sell the
said Hotel Lot, I made application as
Trustee to the principal creditors, to allow me
to lease out the said property & appor-
tion the proceeds thereof to the liquidation
of the McGuire debts, until such time as

the said property would sell for a reasonable price. At that time I had been offered a lease for 3 or 5 years, with their condition, at the sum of \$500 per year - I had several applications for rent or lease, of different parties, but, as the creditors would not consent, & having no power under the deed to lease the same, it was forced into market, & in my opinion, sold at a sacrifice.

Expense expended to by Pliffs

Atto:

John F. Pinner being introduced by the Pliffs: & duly sworn in the Holy Evangelists, of Almighty God, deposes & saith

1st Question Are you the owner of the Washington Hotel Sit. lately owned by James R. McGowan; if so, how long have you owned it & of whom did you purchase it, & what did you give for it?

Answer I am the owner of said Sit, have owned it since the 14th day of March, 1877: I purchased it of W. J. Galun & J. R. Chelant, Trustees for Jas. R. McGowan for the sum of \$2000 cash.

2^d Question What was its condition when you bought it & have you repaired & improved the Sit since your purchase of it, & have you contracted to rent it out for the next year, at what price, & what was a fair rent for the same for

Answer

Two years previously to your purchase?

The Houses, fences (in fact there was no fence) quite ~~unfit~~ to be even tenibly out of repair - the plastering in the houses was greatly damaged, & the whole premises out of repair, generally the House, required painting inside & out - & in order to make it habitable again had it thoroughly overhauled, repaired & painted - the expense of the repairs, I can not now say, but, I think will be over \$2000 - I have contracted to rent it out for the next year, after it has been thoroughly repaired, for the sum of \$600, to Ro: S. Elam - I do not know, what it would have rented for 2 years before I bought it, its condition being such a dilapidated one, ~~the~~, I however rented out 2 of the rooms for \$5 per month, to Mrs: Bailey ~~with her family~~ I have had no other applications for any other portion of it and further this deponent soath me -

Signed John F. Finney

Mrs: Georgiana C. McGhie, being duly sworn, on the Holy Evangelists of Almighty God deposeeth and saith -
(Subscribed to & verified)

Quest 1.

Please state under what circumstances you executed the deed made by your husband, Jas: R. McGhie & yourself to the Misses Finney, dated 9th: Octo: 1871.

Ans:

My husband had been talking of selling sometime before he effected the sale, & had frequently consulted me & others on the subject, and particularly, my bro. Col: B. J. Godwin:

Answer

Two years previously to your purchase?

The House, fences (in fact there was no fence) garden & all were terribly out of repair - the plastering in the house was greatly damaged, & the whole premises out of repair, generally the House required painting inside & out - & in order to make it habitable again had it thoroughly overhauled, repaired & painted - the expense of the repairs, I can not now say, but, I think will be over \$2000 - I have contracted to rent it out for the next year, after it has been thoroughly repaired, for the sum of \$600, to Ro: S. Elam - I do not know, what it would have rented for 2 years, before I bought it, its condition being such a dilapidated one, ~~the~~, I however rented out 2 of the rooms for \$5 per month, to Mrs: Bailey ~~with herself~~ I have had no other applications for any other portion of it and further this deponent saith not -

Signed John H. Pinner

Mrs: Georgiana C. McGuire, being duly sworn, on the Holy Evangelists of Almighty God depose and say, ^(Sworn to & Subscribed)

Quest 1.

Please state under what circumstances you executed the deed made by your husband, Jas: R. McGuire & yourself to the Misses Finney, dated 9th: Octo: 1871.

Ans:

My husband had been talking of selling some time before he effected the sale, & had frequently consulted me & others on the subject, and particularly, my bro: Col: B. J. Godwin:

I never favored ~~forward~~ the sale, because I regarded it a home for myself & little children - I always feared that if my husband sold it, it would turn out badly for us - But my husband said he was not doing well then in his Hotel business, and wanted to go else where, as he thought he could do better - He pressed me so hard to agree to sell, that at length I consented, provided, he would do, as he ^{had} before promised to settle on me to my sole use and benefit, the House & Lot on Main Street, now occupied by Mr. H. Wright - but, before I consented, I had a frank & free talk on the subject with Mr. Henry Ridgick, my husband's Uncle - Uncle Henry advised me never to part with the property, as it was a good home for me and my children, but advised me, if I did so, to be sure I have other property settled on me.

When he was offered \$4000 for the property, I did consent to join in the deed, but it was in the distinct & positive promise, that if I would do so, he would, as soon as the lot on Main Street became his, by the death of his Mother, under the Will of his Father make me a deed for the same, for my sole use & benefit free from his debts and control for the support of myself & little children, which he did do Subsequently. The same promise was made me when I signed the deed to Col. Chelmsford & the one to Col. Godwin, conveying the Washington Hotel property - but for these promises I would never have relinquished my right in these houses & property.

and better than before with note

(Signed) Georgiana C. W. Fair

1 Deed of Bargain & Sale, dated 9th: day of October, 1871
in the Clerk's Office of Nantuxumand County Court
and admitted to record, the 13th: day of November, 1871, from
James R. McGuire and Georgiana C. his wife to Eveline M.
Finney, Sallie A. Finney & Mattie J. Finney, for the "Central
Hotel Lot" in Suffolk, for the sum of Four Thousand
Dollars.

2 Deed of Bargain & Sale dated the 25th: day of January, 1875
and admitted to record, in the Clerk's Office of Nantuxumand
County Court, the 28th: day of January, 1875, from John R.
Cepeland, Commissioner, to James R. McGuire, for the
"Washington Hotel" lot, in Suffolk, for the sum
of Three thousand eight hundred and sixty dollars.

3 A Deed of Trust, dated the 26th: day of January, 1875
and admitted to record the 28th: day of January, 1875, in the
Clerk's Office of Nantuxumand County Court, from James R.
McGuire and Georgiana C. his wife to John R. Cepeland,
Trustee for the Farmers' Bank of Nantuxumand, on the
"Washington Hotel Lot", to secure the sum of Fifteen
hundred dollars.

4 A Deed of Trust, dated the 16th: day of April, 1875, and
admitted to record the 20th: day of April, 1875, in the Clerk's
Office of Nantuxumand County Court, from James R. McGuire
and Georgiana C. his wife to W. J. Godwin, Trustee for Boothell
Baker, B. F. Cutchin & Co, W. J. Godwin, Wm. Parker, Geo. A.
Murray, J. B. Warfield, Darden & Eley, the Wifes, Finney
& others, Creditors of said McGuire, on the Washington

Hotel Property, together with sundry chattel property.

5 A Deed of Bargain & Sale, dated the 14th day of March, 1877, and admitted to record in the Clerk's Office of Nausemound County Court, the 17th day of March, 1877, from John R. Cleveland and W. J. Godwin, Trustees, to John F. Pinner, for the Washington Hotel Property, for the sum of Two Thousand Dollars.

"Abstracts,"

Teste,

Peter B. Prentiss, Clerk
of Nausemound County Court

Andrew McAlister, who sues vs. Plff.

Against { Chy: Suit lately pending in Cir: Co: of Nausemound Co:
(1875: June 5th: Term Final Decree)

F. W. Holladay's Exors: vs. Defts

Extract from the Commissioner's Report of Sale, filed in the above

Chy: Suit: "After advertising, as directed by said Decree, the undersigned Commis-
sioner did sell before the Court House Door of said County.
"On the 9th day of October, 1871, being Court day, the Washington

"Hotel Lot, with the buildings thereon, as described in said
"Decree, as directed, at Public Auction, where James R. McQuinn became
"the highest bidder, at the price of (\$3860) Three Thousand eight hundred
"and sixty dollars."

Teste,

Peter B. Prentiss, Clerk

Abstract

Filed by the Pltffs:
in evidence in this case
P.D.P. Comm.

"X"

Boothe H Baker Sal:

to { 2nd Commrs: Refers

James R. McGuire Sal:

1877. Octo: 4th.

Peter B. Prentiss
Comms:

1. Evaluation of Contingent Liabilities
his Lord. facts bearing on this
question not considered based
of Husband & Wife - not correct
and materiality Table - not to be
exclusively regarded.
2. Was a Contract made between
Husband & Wife? established
1 by answer -
2 " Evidence of B. J. Godwin
Comms, presumed to know all
the facts - Comms by both parties
3 not manufactured will
Is kept directly & positively to
Contract
4 - No Evidence adduced by
Defendant in opposition to the

130

1877. Octo: 4th Final
alt:

At a Circuit Court continued and held for Hancock
County, the 12th day of April 1876.

Joseph Boothe and James R. Baker, Merchants
& partners, doing business under the name
& style of Boothe & Baker & George A. Murray &
B. A. Hannaford. Plaintiffs.

Against E In Chancery
James R. McGuire, & Georgiana C. McGuire
& Daniel J. Evelyn, trustee. Defendants.

On the motion of the Defendants by counsel leave is
granted the Defendants to file their answer which
is accordingly done and the cause came on
to be heard on the Complainants bill and ex-
hibits filed therewith, and on said answer with
replication thereto and was argued by coun-
sel. On consideration whereof the Court (with-
out now deciding any question involved in the
case) ^{that a commissioner of this Court ascertain} doth adjudge, order and decree, what
was the value of the prospective dower of
Mrs Georgiana McGuire, wife of Jas. R. Mc-
Guire in the Washington Hotel lot in Suffolk
and in the lot conveyed by Jas R. McGuire to
said Georgiana McGuire and whether the
said Georgiana McGuire had conveyed
her prospective dower in any of said
Real Estate at any time heretofore and
what the value of said real estate was at
the time of the conveyance to said Georgiana
McGuire and make report to Court with any

matters specially stated deemed pertinent by
himself or any of the parties interested in
the case.

A copy:
Sealed.

Peter B. Prentiss. Clerk

Brooke & Barker et al:

vs
E. Leary Deane

James R. McGinnis et al:

Case No. 10

1876

Commissioner's Office

Suffolk, Va. Feb. 13th. 1877

To The Circuit Court of Nansemond County:

Pursuant to a Decree of the Circuit Court of Nansemond County, rendered on the 12th. day of April, 1876, in a suit in Chancery depending in the said Court, between ^{Boothe & Baker and others,} Plaintiffs: and James R. McGuire ^{Georgiana to McGuire} & wife, and David J. Godwin, Trustee, Defendants: the undersigned one of the Commissioners of said Court, to whom was referred, the account, showing "what was the value of the prospective dower of Mrs. Georgiana McGuire wife of Jas. R. McGuire in the Washington Hotel Lot in Suffolk, and in the Lot conveyed by James R. McGuire to said Georgiana McGuire, and whether the said Georgiana McGuire had conveyed her prospective dower in any of said Real Estate, at any time heretofore, and what the value of said Real Estate was, at the time of the conveyance to said Georgiana McGuire", reports to the Court, that on the 1st. day of August, 1876, he issued notices against the several parties aforesaid, requiring them to attend the taking of the said account before him, at his said Office on the 6th. day of September, 1876, which were returned to your Commissioner duly executed. That the ~~Pltffs.~~ ^{Pltffs. & Defendants} by their attys. appeared before the Commissioner in obedience to said notices, when he examined some of the testimony then offered - That at the request of the said parties, an adjournment of said account was had to the 21st. day of September, 1876, when the parties, again appeared and many witnesses were examined; and their statements, and testimony reduced to writing, in the form of depositions;

and now, on this day, the date of this report, reports the following as the result of his labors:

From the Definitions of the following witnesses, it appears that the Washington Hotel Lot, was valued at:

by John R. Copeland	\$2800.00
" Jas: B. Huxford	3000.00
" W. W. King	4400.00
" E. B. Britt	3000.00
" Geo: H. Wright	3500.00
" J. H. Crittenden	4000.00
" R. H. Brinkley	3500.00
" Ro: R. Smith	3500.00
" C. L. Swett	4000.00
" Solomon Hodges	3500.00
" N. G. Huxford \$3500 to \$4000 (mean average)	3750.00
making \$38950.00	

which, divided by 11 (the No: of Witnesses), makes an average value of \$3540 - which your Commissioner concludes to be a fair value of said Washington Hotel Lot. And in which said lot, the said Georgiana M. Grier, has conveyed her prospective Dower.

The Lot on Main Street, is valued

by John R. Copeland at	\$2500.	
" Jas: B. Huxford at	\$2500.	
and afterwards modified, but no amount says		
" E. B. Britt, now at \$1100 & says it has	decreased since April 1875 - \$500 - making	
the value on 19 th April 1875 -		
1600		
" Geo: H. Wright	1800	
Carried on		
\$7900		

Brought on	\$79.00
By C. L. Swett	15.00
" Sol: Hoiges	12.50
" W. G. Norfleet	<u>15.00</u>
making	\$121.50

which divided by 7, (the no. of witnesses) makes an average value of \$17.35, which your Commission concludes to be a fair value of said Lot on Main Street, and occupied by Jno. H. Wright. These values are of the date of the 19th day of April, 1875, when the deed to Mrs. Georgianna McGuire was made - since which period the property has depreciated, greatly - and the Washington Hotel Lot has sold for \$2000.

Recapitulation.

Value of Washington Hotel Lot	\$3540.00
" " Main Street Lot	<u>1735.00</u>
Total Values	\$5275.00

The age of James R. McGuire is 52 years

" " " Mrs. Georgianna McGuire is 52 years -

Now, according to the Tables in Matthews Guide, page 141. The prospective or contingent right of Dower, of Mrs. McGuire is \$4¹² per \$100 - thus making the value of said Dower, in both Lots, the sum of \$217.33. Whereas there has been conveyed to her, the Lot on Main Street, valued at \$1735 - or more than seven (7) times the value of her contingent right.

The authorities by which your Commission has been guided in arriving at the above conclusions, he most respectfully suggests, are to be found in Matthews Guide p. 141. Law Journal, 1859, page 125th: Gratton page 587 & 12th: Gratton, page 382.

At the request of the Counsel for the Plaintiffs, and

your Commissioner deeming the same pertinent, he makes the fol-
lowing statement, shewing the demands of the Plaintiff's, to wit

To Brother Baker. note for \$100 - int. fr: 24th May 1875 to 10th Apr: 1877 & pr: Chq: \$112.27

" Same " " \$90 " " 26 " " " " " 101.11

" Same " " \$85 " " 7th June 1875 " " " 95.38

" Same " " \$132 " " 8th " " " " " 147.36

" Same " " \$27 " " 12th " " " " " 30.96

" Geo: A. Murray \$177.37 " " 20th July 1876 to 10th Apr: 1877 190.37

" B. H. Hamerford

a judgment on bond ⁱⁿ \$80.00 int. fr: 1. July 1875 to -
10th Apr: 1877. ^{\$10.23} Costs of Indgt. ^{\$8.45} } = 99.38

Total \$777.03

To Brother Baker (Consolidated) \$487.28

" George A. Murray 190.37

" B. H. Hamerford 99.38 = \$777.03

all of which together with the Decree and notices 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.

Commiss fee \$20⁰⁰

Commissioner

COMMISSIONER'S OFFICE,

Suffolk, Va. August 1st 1876

TO Joseph Boothe and James R. Baker
Merchants & Partners, doing business
under the name & style of Boothe & Baker
& George A. Munay & B. H. Hannaford. . . . Plaintiffs.
and To, James R. McGuire & Georgiana
C. McGuire, & David J. Godwin, Trustee. . . . Defendants.

You are hereby notified that I have fixed upon the 6th day of September 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:

The value of the prospective Dower of Mrs. Georgiana McGuire
wife of Jas. R. McGuire, in the Washington Hotel Lot, in S. W. W. of
and in the lot conveyed by Jas. R. McGuire to said Georgiana
McGuire, and whether the said Georgiana McGuire had
conveyed her prospective Dower in any of said Real Estate, at
any time heretofore, and what the value of said Real Estate
was at the time of the conveyance to said Georgiana
McGuire

required to be taken by a decree of The Circuit Court of Nansemond, rendered on the
12th day of April 1876, 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.

Aug. 2nd 1876 Executed and a true copy hereof
delivered to James R McGuire and Georgiana
McGuire

F H Rands Deputy for
John S. Feltner Shff

Booth & Barker del

2nd {
Census Notice

James R. McGuire del

6th Oct. 4. Sept. 1876. at

Census Notice Office.

at Rock, Va

Service of this notice
acknowledged for both

Wm. D. Doughty

COMMISSIONER'S OFFICE,

Suffolk, Va. August 1st 1876

TO Joseph Boothe and James R. Baker
Merchants & partners, doing business, under
the name & style of Boothe & Baker, &
George A. Munay & B. H. Hannaford . . . Plaintiffs.
and To James R. McGuire & Georgiana C.
McGuire & David J. Godwin, Trustee . . . Defendants.

You are hereby notified that I have fixed upon the 10th day of September 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:

The value of the prospective Dower of Mrs. Georgiana McGuire
wife of Jas. R. McGuire, in the Washington Hotel Lot, in
Suffolk, and in the Lot conveyed by Jas. R. McGuire to said
Georgiana McGuire and whether the said Georgiana McGuire
had conveyed her prospective Dower in any of said Real
Estate at any time heretofore, and what the value of said
Real Estate was at the time of the conveyance to said
Georgiana McGuire.

required to be taken by a decree of the Circuit Court of Nansemond, rendered on the
12th day of April 1876, 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.

Sergeant of the City of Portsmouth
To the Sheriff of Nansemond County to execute.

PETER B. PRENTIS, Commissioner.

Boothe & Baker Sal:

Ex Commr's Notice

James R. McGuire Sal:

In 6th: Sept: 1876. at
Commr's Office,
Suffolk, Va

so Sept: 1876. Received
Commr's

Augst 7th

Executed, August 7th 1876
by serving a true copy of within
on L. J. Godwin, in person.

Richard Cunningham

Sgt. City, Portsmouth

Received my fee, \$0.00
16th

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting :

YOU ARE HEREBY COMMANDED TO SUMMON *John R. Copeland and*
James B. Wafleeb

Commissioner in Chancery, of the Circuit

to appear before the ~~Judge~~ *undersigned*, a Court of Nansemond County, at the *Clark's Office* of
said County, on the *6th* day of *September, 1876*, next, to testify and the truth to say on behalf of
Boothe & Baker & others

before said Commissioner

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

Boothe & Baker & others

Plaintiffs
and

James R. McGuire & others

Defendants.

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

Witness, PETER B. PRENTIS, ~~Clark~~ *Commissioner* of our said Court, at his office, this *5th* day
of *September*, 1876, in the *101st* year of the Commonwealth.

Peter B. Prentis *Commissioner*

Boothe & Baker. Lat.

vs { 5pa

James R. McGuire Lat

To 6th. Sept. 1876, at the
clk's Office, Suffolk, Va
at 12 O'clock. m.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*R. H. Brinkley, R. R. Smith
Wm. P. Moore, Wm. W. Wing, Benjamin Riddick, E. B. Brill, Solomon
Hodges, H. L. Swett, C. H. Causey and James H. Crittendon, John
R. Copeland, John H. Wright and W. G. Waple.*
Commissioner in chancery of the Circuit

to appear before the ~~Judge~~ ^{undersigned}, a Court of Nansemond County, at the ~~Court~~ ^{Clerk's Office} of
said County, on the 21st day of September, 1876, next, to testify and the truth to say on behalf of

James R. McGuire & others

in a certain matter of controversy ^{before said Commissioner} ~~in our said Court~~, depending and undetermined between

B. A. Baker & others

Plaintiffs
and said

James R. McGuire & others

Defendants.

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

Witness, PETER B. PRENTIS, ^{Commissioner} ~~Clerk~~ of our said Court, at his office, this
of September, 1876, in the 101st year of the Commonwealth.

14th day

Peter B. Prentis Clerk *Commissioner*

Executed as to all the within named parties except
James H. Brittonelson F. H. Rusk By Shiff.

James R. McGuire & Co.

Cas. } Sta.

Brethren H. Baker & Co.

To 21st day of Sept. 1876.
at the Clerk's Office, before
Commiss. Deaton

Boothe, Baker & al.

v.

McGuire &c

In the Cir. Ct. of
Hanover Co.

In the office of Com. Prentiss
this 6th day of Sep 1876

depositions taken on this 6th day of Sep 1876
to be read in said cause, pursuant to notice
appointed by said Com.

John R. Copeland, being duly sworn says
as is set forth below.

1st Question, How old are you, & where do you
reside,

Answer.

I am 64 years old, reside in Suffolk
Hanover Co Va

2nd Ques. Are you well acquainted with the Lot in
Suffolk, & premises, known as the Washington
Hotel Lot. If so what was a fair valuation
in fee simple for said Lot, if sold on a
reasonable credit, & what a fair rent per
year at that date.

Ans. I am well acquainted with the said Lot & premises - I
consider that on the 19th day of April 1875, a fair, fee-
simple value of the same, if sold on a reasonable credit, to be
\$2800⁰⁰ & that a fair annual rent for the same, at that
time, was \$400⁰⁰ - The property since that time, has
depreciated in value.

3rd Ques. Are you well acquainted with the house & premises

on the West Side of Main Street, in Suffolk, Hanover
County, Virginia, adjoining the Farmers Bank property on
the South - the property of Wm B. Whitaker, on the North, &
now occupied by John H. Wright, & described in the Sw
Exhibit (A) filed in the Cause - of so, what was
a fair fee-simple value of the same, on the 19th April,
1875 & a fair annual rent for the same, at that
date?

Answer.

I am well acquainted with the same, and consider, that
\$2500^{value} was a fair fee-simple value thereof at that date, and
that \$225^{was} a fair annual rent for the same -
I would here say, that since that date, said property
has depreciated in value.

and further this deponent saith not.

John N. Cepelant

James B. Woffle, being duly sworn, says, as it set forth
below

I am 64 years of age, live in Suffolk, Hanover
County, Virginia, and am well acquainted with both
of said lots (having once been the owner of
the said Washington Hotel Lot) - I consider
the fee-simple value of the Washington Hotel Lot
on the 19th day of April, 1875, to be \$3000 - &
the annual rent therefor \$400. at that
time - I consider the fee-simple value of the
lot on Main Street, referred to, in Exhibit "A"
at that time ^{to be} \$2500ⁱⁿ & its annual value or
rent at \$225ⁱⁿ

and further, this deponent saith not.

James B. Woffle

3
adjourned to Thursday, Sept: 21st: 1876.

Peter B. Prentiss, Commr

Thursday, September the 21st: 1876

Present:

John R. Kelly, Atto: for Plaintiffs
and

C. J. Godwin, Atto: for Defendants

W. W. Wing, being duly sworn on the Holy Evangelists
of Almighty God, deposes, or is set forth below:

1st Question Please state your age, Residence & business?

Answer I am 56 years of age, reside in the Town of
Suffolk, Vt., & I am a Rep. State Agent.

2nd Question Are you well acquainted with the property -
known as the Washington Hotel, located on
Washington Square, in said town?

Answer I am

3rd Quest. Please state if you can, about the quantity
of land, the ^{said} lot contains?

Answer. I cannot state the quantity accurately - It
would be considered, in a city, an enormously large lot.

4th Question What can you say, as to its eligibility, as a
location for a Hotel?

Answer. A very desirable one - for the reason that it
is centrally located, & in the very heart of the
business of the town.

5th Question What would you suppose would have been a

10

Answer.

fair reasonable value of said property ~~at~~ the 19th day of April, 1875, to be paid for in one & two years. About that time (April 1875) I considered the said property worth \$4400.00 - & so advised Charles Graham of Portsmouth, & Capt. J. H. Cullen of Newmarket County, to purchase at that sum, if it could be bought cheaper.

6th Question.

Please state whether you are acquainted with the House & Lot, on the West Side of Main Street, in San Juan, now occupied by Capt. J. H. Wright, & if so, what would you regard a fair ~~and~~ valuation of said property?

Answer.

I do not know enough of the character of the house & property to estimate its value, correctly.

Cross examined by Plff's Counsel.

1st Question

What is the Condition of the House or Houses on the Washington Hotel Lot?

Answer In great need of repair

2^d Question Has the said lot been offered for sale, by Col. D. J. Godwin, ^{Master} in liberal terms, once or more than once ~~offer for sale~~ publicly, since April 1875? & if so has it been sold, & when, & at what price & to whom?

Answer. I understand that it has been offered for sale, twice or three at Public Auction - And on last Court Day (Sept 11th) it was sold, in liberal terms to D. J. Godwin, for the sum of \$2000 -

Re-examined { Deft. Counsel

1st Quest

Do you regard the sales of property in the Town of Suffolk, under the depressed condition of the Country & general monetary paralysis, any index of the Real or intrinsic value of ^{said} property?

Answer. I do not.

And further this defendant further not

(Signed)

W. W. Wing

Exhibit B. Bill being duly sworn, deponent doth, as is set forth below

1st Quest

Please state your age, residence & business?

Answer

My age is 45 I reside in Suffolk, Va, & my business that of an Cotton-Packer.

2^d Quest

Please state whether you are acquainted with the House above referred to owned by Capt. Geo. H. Wright, & if so

Answer

what do you regard as the value of said property?

Answer.

I am sufficiently acquainted with it to place a fair valuation thereon, according to the sales of property in San Juan, at this time - I consider one thousand or eleven hundred dollars, a fair price for the same.

2nd Quest.

Has there been any material change in the value of property in Suffolk, within the last 12 or 18 months?

Answer.

My own observation is, that property is much lower now, than it was 18 months ago.

3rd Quest.

What would you consider a fair valuation of said property, in April 1875, taking into consideration the depreciation of the currency & the condition of the house?

Answer.

I think that a depreciation of 40 or 50 per cent, has taken place since that time.

Cross examined by Plaintiff's Counsel

Quest. 1

Please describe the Dwelling & other houses, on the ^{1st} lot - the size of the Dwelling house, & the size of the lot.

Answer.

The Dwelling is a two story framed one ^{having} ~~with~~ 3 rooms below ^{plan L} ~~has~~ Hall, & 4 Rooms on the 2nd floor, & an attic - an old Brick Kitchen in a bad state of repair, but in use - the whole of said ~~for~~ ^{house} is in use, but not in good repair - the lot fronts 79 feet on Main Street & runs back about 200 feet.

Quest 2nd.

Are you acquainted with the Washington Hotel

Let herein be said to, & I do, describe its contents &
what was a fair, reasonable value for the same, &
let in a reasonable case it, on the 19th day of
April 1875 -

Muscow

I am acquainted with said Lot - The main
building is a large two story one - having 8 or 10 rooms
here attached containing
with a shed attached to a containing say 5 room rooms
also a 2 story building, near the main building
& in the rear thereof, attached by a covered way,
containing 4 rooms - 2 above & 2 below -
another building, attached by a covered porch
2 story - fronts on Washington Street - contain-
ing 10 rooms above & below - also a Kitchen
Cub. Stables & Shelter & a dairy & carriage
House - The main Hotel Building also
fronts on Washington Square - The property
needs repairs: not being in good order - I think there
are about two acres of land embraced in said premises;
and I think, that its value at that time (19th April
1875) was \$3000 -

and further this deponent doth not
(Signed)
A. B. Britton

John W. Wright, of lawful age, & ~~lawful~~ of
being duly sworn, deposes & saith, as follows:
I occupy the house alluded to, on Main Street, &
saith he & have occupied it since January, 1872

I know nothing of the age of the House, its external & internal Condition indicates, that it is an old House - it is in a very dilapidated Condition - the window-sills, & window Sash & Frames are in many cases, decayed - the Skynge on the roof ~~and~~ replacing - the brick Kitchen seems to be crumbling to pieces - the premises generally seem rapidly deteriorating - & ~~un~~ ^{un}occupied, by me. I have frequently called on Mr. McGinn, for repairs to make it tenable - In April, 1875, considering the location, I should have been willing to give 1800\$ for the property - At present I do not consider the property worth, on any terms, over \$1500 - I would sooner take the lot ~~without~~ ^{without} the building at \$500 than the entire property at \$1500 - My estimates of value are made upon liberal terms.

I am not much acquainted with the internal Condition of the "Arlington Hotel property" - from a cursory examination of its exterior, I would have considered \$3500 a fair price, on favorable terms, in April, 1875 - This valuation is based, partly, upon the offer which was made for the property - I understand, from Capt. Cullen's that he offered \$4200 for said property, provided he could sell his farm.

and further, this Dependent South Val -
(Sign) Geo W. Wright

Benjamin Reddick being duly sworn, deposes & says
as follows:

I am 67 years of age - have resided in Suffolk Va
for more than 40 years - I am now the
Mayor of said Town - I have ^{known} the lot referred to
occupied by Mr. H. Wright, over 50 years - the buildings
are very old - ~~and the lot is situated on the~~
upon liberal terms. I ^{should} estimate the value of said
property in April 1875, at not more than \$1800 -
and I estimate its present value, at not more
than \$1200 - upon liberal terms -

Exposition -

1st Question

Do you know the Washington Hotel Lot & if so
what was a fair value ^{therein} the 17th day of April 1875
in its then condition, if sold on liberal terms?

Answer

I can only estimate the value of said property, at
that time, by the prices offered therefor - I ~~understand~~
have no opinion of its value, not knowing its then
condition

and further this Dependent Saith not

(Signed)

Benjamin Reddick

Capt. James H. Crittenden, being duly sworn, deposes
& says, as follows:

I am 47 years of age, reside in Hanson, in Bond
Neely 18 miles from Suffolk - In November, 1874

I examined the said Washington Hotel property, with
a view to its purchase, & after examination, I offered
Mr. McGinn for said property, \$4000, 1/2 cash
& the other 1/2 on reasonable terms, -
provided, that my wife were willing to live
in Suffolk - she came up & looked at the property
to see how she liked it - & stated that she
would like to live in Suffolk, provided, that
we could do her out of our property in said
Banister's Neck - Mr. McGinn would not take
less than \$4250 & board for himself, wife &
children, for 6 months - then I declined to take
the property at that offer - at any time between
Nov: 1874 & Apr: 1875, if I could have disposed
of my property in Banister's Neck, I would have
given him (McGinn) \$4000 for the Hotel -
Suffolk { ^{Suffolk} ~~McGinn~~ offer -

You have said, that if you could have sold your property
in the Grant, you would have given \$4000 for said
Hotel - if McGinn's wife had refused to live in
the Neck, would you have taken it at any price; &
if so, at what difference to him - that you
have some \$0 -

Question to Mr. McGinn's Counsel
answer. I would not ^{have} bought the said Hotel at any
price, unless Mrs. McGinn had joined in the deed -
I would not buy property in that way -
I frequently visit Suffolk, owning property there

estate) in said town.

and further this deponent saith not

(Signed)

J. H. Bennett

Richard H. Brinkley, being duly sworn, deposes & says, as follows:

I am 45 years of age, reside in Suffolk, and my occupation, a merchant. About ~~the~~ the age, the latter part of 1874 or the beginning of 1875, I, having discontinued mercantile business, I applied to J. R. McGuire, Esq. to purchase his Workingmen Hotel property & I offered him the sum of \$3500 one half to be cash & the balance in 12 months - we had several conversations, commencing from that time up to the 1. March 1875, in relation to the purchase of the said property - I think I approached him 4 different times on the subject - he, however, declined my offer - stating that he thought that Capt. Cutler's house & garden was, for the property - Mr. McGuire held the property at \$4000 but I could not give him but \$3500 - although I thought the property was worth more.

I was the Clerk of Maj. Hollister, the former proprietor of said Hotel, & remained with him for the period of ^{6 or} 7 years at the time I made the offer to McGuire. I was, ^{well} acquainted with the property. I think that it is this

best located property for a Hotel, in Suffolk.
The property fronts $11\frac{1}{2}$ feet on Washington Square
& runs back, in parallel line, 510 feet.

and further this document South etc.

(Signed)

D. H. Brinkley

Robert R. Smith, being duly sworn, deposes & saith
as follows:

at the time Mr. Richard H. Brinkley was negotia-
ting for said property, I think the said property
on the then state, was worth the amount offered
therefor, by Mr. Brinkley to Mr. McEwen.

(Signed)

R. R. Smith

Capt. Charles L. Smith, being duly sworn,
deposes & saith, as follows:

I am 63 years of age - have resided in Suffolk
nearly 37 years & at present, I since 1855 have
been a Hotel Keeper - about April 1873 - I should
have estimated the value of the Washington Hotel, as
cheap property at \$3500 - & I advised Capt.
Cullen to purchase the same, at \$4000 - con-
sidering that sum to be its value - being in
the same line of business in the same Town.

as to the "John H. Wright Lot", I

can say, that it is all perfectly - and I consider -
it worth, now, ^{about} ~~between~~ \$1250 - about April
1875. I could have valued it at, \$1500.

and further this deponent saith not.

(Signed) Chas. L. Sweet

Solomon Hodges, being duly sworn, deposes
and saith as follows:

I am a merchant, reside in Suffolk, I am 60
years of age - and consider that the John H. Wright
lot, in Suffolk, in April, 1875, was worth
about \$1250 - the lot is a good lot - but the
buildings are very old - about the same
time, (Apr. 1875) I considered that the Washington
Hotel lot, was worth ~~all~~ \$3500 -
and further this deponent saith not.

(Signed)

Solo Hodges

Nathaniel G. Norfleet, being duly sworn, deposes
and saith as follows:

I am 50 years of age, reside in Laurens, Vt, near Suffolk
about 4 miles distant - by occupation, a farmer.

I have been in the habit of visiting Suffolk, at
least once a week from ~~spring~~ ^{spring} by boat -

I am familiar with the value of property,
generally, in Suffolk - In April, 1875, I
considered, that the Washington Hotel property -

was worth \$3500 or \$4000. I had a conversation with Capt. Cullen, about that time, & I was asked my opinion, as to the value of said property, my reply was that it was worth, as above stated - At a later period, I was asked by Mr. R. H. Brinkley a similar question, when I made the same reply - to wit, that the said property was worth from \$3500 to \$4000 - I have examined the property generally, but not minutely - I can say in regard to the Hotel building is, that ~~it is in a fair condition~~ - they are in fair repair - but need painting - that I have examined the roof & weatherboarding thereof, I find them in good condition - I am also satisfied, that the scantling & inner timbers are also good - they having been built of the best lumber.

As to the John A. Wright Lot, I consider it to have been worth, in April, 1875, between 1400 & 1500 dollars - at present, I consider it worth about \$1100 -

Cyph: Examined by Pltff: Counsel

1st Quest: Do not the Hotel Buildings need repairing, as well as painting?

Answer. I think, they need some better repairing -

2nd Quest: What is the condition of the endowments & outbuildings?

Answer The endowments need a thorough repair - the outbuildings to wit, the Stables, Barn, Greenhouse & L

Kitchen need repairing.

3^d Quest.

In examining the roof &c. of the Hotel, did you also examine the Sills & Stanchions, & if so, what was their condition.

Answer.

I did not look at them - but from my general examination of the building, my impression was that they were good. I saw sills from the lower window-boarding, it being in its position, & the nails being tight, in their places, that they were good. and further this dependent I will not.

(L. J. W.)

Wm. C. Norfleet

Wm. P. Moore, being duly sworn, deposes and says as follows:

That I reside in Suffolk, Va. am 43 years of age & a Real Estate Agent.

I consider that the Washington Hotel property, before alluded to, in Apr. 1895 was worth \$3500 -

~~at the same time, I saw~~ About the same time the "Layton House" in Eastville, Southampton Co. Va. sold for \$3500 - a much inferior property in size & quality & situated in a Town, not having more than 150 inhabitants - & I advised the purchaser, Mr. Jarvis to sell his property, & buy the Washington.

Hotel property, at the time Mr. McGinnis was holding
it to me. \$4250 -

I consider the "John H. Wright Lot" to be within
in April 1875. \$1500 - I bought a lot, about
the same time, on Franklin St. in Suffolk, for
which I gave \$1300, & I would not give this
one I purchased for the "Wright" Lot -

The buildings on Franklin ^{street} are all nearly
~~new~~ new, & on the lot I bought, &
alluded to above, the house was new, & well
built, & of good materials, as represented to me.

Cross examined by Pliffs Counsel

1st Quest. Is not the Wright Lot, above alluded to a
large, level lot, & well suited to build on
Hotel upon?

Answer. Yes. I should think it would

2^d Quest. Were you, as land agent, trying to sell the Hotel
property, above named, at the time alluded to?

Answer. I don't think I was.

and further this Dependent Sather not

(Signed)

Wm. P. Moore

James B. Norfleeth, being duly sworn, deposes and Says
as follows:

1st Quest. In answer to question by Plaintiffs' Counsel, you have stated
that you consider the fee-simple value of the John H. Wright

1
1
Lot, on the 19th: April 1871, to be \$2500 - Did you
at that time take into the estimation the depressed
condition of the money market and the consequent
shrinkage of property & the decayed & dilapidated
condition of said property, ~~at that time~~?

Answer

I did not - nor did I know, at that time
the actual dilapidated condition of the property; and
if I had known it, my estimate would have been less -

In regard to the Washington Hotel property -
I will state, that about the year, 1840, I purchased
the said property of James Lafayette for \$3000 - at
that time, (1840) there was but one Main Building, con-
taining 10 rooms - after purchasing, I ~~added~~ made additions
to the property; held it for 5 years, & then sold to Major
F. B. Holladay, for \$4000 - Holladay then added
a two story frame building, containing 4 rooms - 2
above & 2 below - Holladay also ~~added~~ added
while owning the said property, another frame building
containing 10 rooms - Holladay owned the property -
Several years & then sold it ^{Together with the furniture} to E. R. Howell & James
R. Franklin for \$8000. about 2 years thereafter
Holladay purchased said property from said Howell
& Franklin for, about the same sum - I doubt, very
much, whether the value of the furniture sold with the
property exceeds in value \$1000 - The situation
of said Hotel property ~~is~~, is in that part of
the Town where real estate ranges higher than in
other sections of the Town.

and further the deponent says not.

(Signed) J. B. Norfleet

Beauche & Baker Ld.

⁴
vs { Commrs: Report

James R. McGuire Ld.

1877. July. 13th.

Peter B. Prentiss.

Commr

Filed July. 24th. 1877.
clerk

Bottle, Baker &

N

McGuire

On the motion of the defendants
Counsel, leave is granted the defendants
to file their answer, which is accordingly
done, and the cause came on to be heard
on the Complainant's Bill & exhibits filed
therein, & said answer with rep-
lication thereto, and was argued
by Counsel. On consideration whereof
the Court (without now deciding any
question involved in the case, ^{that a Com. of this Court ascertain} both
adjudged and decreed, what was,
the value of the prospective Dower of my
Suzanna McGuire wife of Jas. R.
McGuire, in the Washington Hotel
Lot in Suffolk & in the Lot conveyed
to by Jas. R. McGuire to said Suzanna
McGuire, whether the said Suz-
anna McGuire had ~~also~~ conveyed
her prospective Dower in any of said
Real estate at any time heretofore
brought up to Court with any
matters special stated deemed
pertinent by himself or any of the
parties interested in the case

Brotke, Baker &
v

Mr Lewis

agreed to

John P. Cook

Geo. C. Cook

Geo. C. Cook

Geo. C. Cook

Entered

MS. No. 1 p. 310

Brother Miller &c

vs: }

McGuire &c

This Cause coming on this day to be heard on the Bill &c. The Answer of the Def^t; ^{this day filed} the report of the Commissioner, and exceptions to the said Commissioner's report, this day filed were argued by Counsel - On consideration whereof the Court (without deciding the points raised by the exceptions) doth adjudge, order & decree, that the said report of the said Commissioner be recommended for the purpose of ascertaining the contingent right of dower the Def^t. Georgea C. McGuire has in any other real estate not mentioned in said report, and for all other purposes things pertinent & proper, that shall enable the Commissioner to arrive at a true & just & equitable value of settlement upon the said Def^t.

Boothe & Boller & Co

N:

McGuire & Co

decrees

George Brown

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Entered O. B. No. 4. p. 357-

To the Hon: Geo: Blaw, Judge of
the Circuit Court of Houseman
County:

The petition of James R.
McGuire, respectfully represents, that
he is a Householder & a head
of a family, and is such, en-
-titled to claim the benefit of
the Homestead act, approved
the 27th. June 1870.

He therefore claims,
that in the event, that your
Honor shall decide in this
Cause, that the settlement
made by your petitioner upon
his wife Georgiana C. Mc-
-Guire, in consideration of her
relinquishment of her Con-
-joint right of dower in other
property mentioned in the Cause,
is, in excess of a just and
reasonable settlement on
his said wife, under the
circumstances of the Case,
he is entitled to have set
aside, by this Honorable
Court, as and for his said
Homestead, so much of

That certain House & lot on
the West side of Main Street
in the town of Suffolk, which
was conveyed, by your Petitioner
to D. J. Godwin, Trustee, in Trust for
the sole and Separate use & ben-
efit of his said wife, as, is in
excess of a just, reasonable
& proper Settlement upon his
said wife by reason of her
said relinquishment, more-
over the said excess does not
exceed the value of Two Thou-
sand Dollars.

Your Petitioner's Claim
& rights are humbly submit-
ted to your Honor, with the
prayer that you will do
& decree whatever is be-
-foul, equitable & just in
the premises, & be well you
pray &c.

Jos: R. McQuinn by
his atty: D. J. Godwin

Petition for Herme
- stood

by Jas: R.

McGuire -

Beck & Balthus &
v.

McGuire et al

Joseph Boothe and James H. Butler Merchants
and partners doing business under the name
and style of Boothe & Butler, George A. Murray
and B. H. Hannaford - - - - Plaintiffs

vs }
James R. McQuinn and Georgiana C. McQuinn
and David J. Godwin Trustee - Defendants

This cause came on this day
to be again heard upon the papers
formerly read, and the two reports of
Commissioner P. B. Prentiss made in this
cause, and the exceptions taken to said
reports by the defendant Georgiana C.
McQuinn by D. J. Godwin her next friend,
and upon the evidence returned taken before
the said Commissioner and returned to the
court with his said reports and was
argued by counsel; on consideration
whereof the court sustaining the said
exceptions to said reports, and being of the
opinion that the settlement made by the
said James R. McQuinn in his said wife
Georgiana C. McQuinn by the deed in the
bill and proceedings mentioned ~~by the~~
^{executed by} ~~done by~~ the said James R. McQuinn to D. J. Godwin
trustee bearing date on the 19th day of April
1875, was upon fair and reasonable considera-
tion, and is valid against the demands of

The complainants, doth adjudge order not
decreed that the bill of the complainants be
dismissed, and that the defendants re-
cover of the said complainants their costs
in their behalf in this cause expended
and by permission of Court and consent of parties, the
said plaintiffs are allowed to withdraw from the papers in this
cause the several notes or other evidences of their claims upon
leaving copies thereof with the papers herein

Boswell & Bates &

7 }

McGuire &

been
to be entered
out 1878

Geo. T. B. Jones

Entered O. B. No 4 - p. 406

The answer of Georgiana C. Mc-
Guire to a bill of complaint exhib-
-ited against her & others in the Ci-
-vil Court of Harseward County
by, Boothe, Ballou et al:

This Deft: reserving all right
of exception to the errors of said bill
of Complaint for answer says, That
it is probably true, but unknown to
her, that the indebtedness set forth
in said bill is correct; but she al-
-leges, that on the 19th, Apl: 1875; her
said Husband & herself made a
Deed of Trust to S. J. Gudwin, Trustee Com-
-prising the Washington Hotel Property
located in the Town of Suffolk,
together with all the furniture
of said Hotel &c. &c. to secure not
only the indebtedness claimed in the
said bill, but other debts of her
said Husband - That at the time
of the executing said Deed of
Trust, she believes, & therefore so
alleges, that the property conveyed
by said Deed, in the Market, or
well as intrinsic value, of said
property conveyed, greatly exceeded
the then indebtedness of her said

husband; that as she is advised
the aggregate of his entire debt -
at that time, did not exceed \$
3,400 - and that the property then
conveyed, was worth, at the time,
in the public market, from
\$4,500 to \$5,000 - That soon after
that time, real estate as, in fact,
all property, became greatly
depreciated in value: That said
property was ^{by the evidence} brought into market in
Sept: 1876, & at a time when all
kinds of property was at the very
lowest & it not bringing me
half its real value, and ^{that it was} sacrificed:
= being, it bringing only \$2000, & that
too in long time;

That in 1871, the said bar-
= bond was out of debt & owned
the Central Hotel property in said
town & a Horse Plot on the west
side of Main Street; That in Oct:
1871, he had an offer for said
Central Hotel & he asked this
Deft: if she was willing to give
her relinquishment to the same
in event of sale, and your
Deft: then & there agreed to do so

only, upon the express agreement & understanding, that her said husband would convey to her said daughter the said House lot on Main Street, which said promise & agreement was then & there made by her said husband. Under this Contract Agreement she signed the Deed of Sale of said property but would not have done so but for the said promise & agreement:

That subsequently to this time her said husband purchased the Washington Hotel property, located in said town. Not long after this Deft. called upon her said husband to carry out his said promise & agreement, to wit: to settle said House lot on Main St. upon her, but from time to time he neglected so to do; that in Jan'y: 1875. her said husband executed a Deed of Trust to L.R. Copeland Trustee in the sum of \$1500. to secure a note due the former,

Bank of Massachusetts. Your
Deft: signed the said deed,
but before doing so, she ac-
-cused called her said
Husband's attention to
his said promise, & then &
then refused to sign the same
unless he would settle said
House & lot on her as agreed:
He again solemnly promised
to do so, & your Deft: signed
the deed. Still he neglected to
settle the said property upon
her, although from day to day
she reminded him of his
promise & agreement; That on
the 19th. Apr: 1875, as before sta-
-ted her husband made
a deed of Trust of the
the said Washington Hotel
property, to S. J. Gardin, trustee
to secure all his indebtedness.
Not at that time was the
presence of the said trustee
she positively refused to sign
the same unless & until he
should sign & seal, with
the said deed conveyed to her

separate use the said Home
 Lot on Main Street; that
 at that time he did make
 to said S. J. Gordon, Tutor, the
 said ^{off} premises and con-
 =vey said Home Lot to your
 Deft's sole & separate use
 & for her benefit, with the
 express understanding that the
 same was done in lieu of
 her said interest not only
 in the property then owned
 by him, but in the other
 property which ^{she} would
 under the aforesaid prom-
 =ise & agreement.

Your Deft's allege that
 the conveyance to her are
 & benefit of the said Home
 Lot was not only in lieu
 of the interest which she
 possessed in the Dec of
 Apr: 1875, but also in the
 interest which she then
 =had in the Dec to Col-
 Copeland Jan: 1875 & also
 in the Dec of the sale of
 the Central Hotel property

* This Deft: denies that the said Deed to J. F. Guerin
 transfer for her separate use & being dated the 13th of Oct:
 1875: was made to defraud or deprive the Deft: or
 any other creditor of the said J. R. McGuire

in 1871. And that the inducement
 to her, alone, in this sumer =
 = doing her interests as above =
 = said, was the settlement of
 the said House lot upon
 her to her separate use.

Y^r Deft: states, that
 she is in a needy condition,
 has four children to support =
 = put, that her said husband
 = band is in bad health
 is unable to contribute to
 the support of his family and
 that the rent of said House
 lot - which is small - is
 the only means of her said
 living & that of her children.
 * And having avowed, begs
 her case to be dismissed
 with her costs =

Georgiana C. McGuire.

Noted the
 Court and
 put this case

Subscribed & sworn
 to before me, Geo. D. Wright, a Notary Public for
 County of Hanover & State of Virginia, this 11th day
 of October 1876

Geo. D. Wright, Notary Public

The answer of Mr. R. M. C. to the said bill of Complaint exhibited vs: him touching, in the said Court &c. by Boothe, Boothe & Co. -

This Deft: in answer says that he has read the answer of his wife Georgiana C. and he avers, that the facts & matters therein set forth are true & that he adopts the same as part of his answer - That his said wife executed a united will with him in the deed of the sale of the Centre Hotel property dated the 9th day of Oct: 1871. Conveying the said property to E. M. Sullivan & M. J. Finney for the sum of \$4,000 - And also in the deed of the day of Aug: 1875 - & in the deed of the 19th. Oct: 1875 - alluded to in her answer, upon his consideration of an agreement & understanding & promise made & had with her, that this Deft: would convey to her separate use & benefit the House

plot which is mentioned & described
in the deed of this Deft: to S. E. Brown, Testes
bearing date 19th of Oct: 1875; set forth in
the said bill of Complaint & filed
or exhibit "A" And that the said
lost ^{meeting} deed was executed in the
-suance to said agreement: And
this Deft: denies that said deed
was made to delay, hinder or de-
-fraud the Plffs: or any other
creditor of this Deft: but that
the same was made as a
reasonable settlement upon
his said wife in pursuance
of said agreement - And
having answered, begs leave
to be dismissed, with his Costs &c.

J. R. McGinnis

Subscribed & sworn to before me, Jas. B. Wright, a Notary
Public for the County of Chancery in the State of Virginia
this 11th day of October 1876

Jas. B. Wright, Notary Public

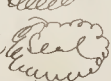
Answer

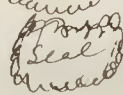
This Deed made the 19th day of April 1875, between James R. McGuire of the first part, D. J. Godwin Trustee, of the second part, and Georgianna C. wife of the said James R. McGuire, of the third part, witnesseth: That in consideration of the love & affection which the said James R. McGuire has & bears for his wife the said Georgianna 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 D. 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. Whithead 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 Georgianna C. wife of the said James R. McGuire, free & clear of & from all manner of charge, debts, liabilities & incumbrance of her said Husband or any Husband she may hereafter have with full power & authority to the said Georgianna C. McGuire to dispose of the same by Deed or will, at her pleasure, as if she were a feme sole - Includ. it is the true intent & meaning of the said grantor, James R. McGuire to convey, by this deed, to his said wife Georgianna 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 & incumbrance of her said husband.

Witness the following signatures & seals.

J. R. McGuire 

D. J. Godwin 

Georgiana C. McGuire 

State of Virginia

Hammond County, to wit {

I, Peter B. Prentiss, 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 Georgiana 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 Georgiana 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. Prentiss. Comm'r: in Chy:

In the Clerk's office of Hammond County Court Apt. 20th: 1875-
This deed was filed duly certified and thereupon admitted to record.

Teste,

A Copy,

Teste,

W. E. Godwin Clerk

Peter B. Prentiss. Clerk

X^{md}

James R. McGuire
Do I Copy Deed of Gift
D. J. Godwin, Trustee for
Georgiana C. McGuire, wife of
James R. McGuire

"A"



\$ ~~50~~

SUFFOLK, Va., August 10, 1875

Days after date I promise to pay unto
George F. Halliday or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset ~~One hundred and fifty~~ Dollars,

Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.



4975

9/12 May

Geo. A. Murray

May 20th 1876 P.M. of Geo. A.
Murray One hundred & seventy
seven dollars & thirty seven cents
in full of the within

J. H. Leonard & Co.

May 20th 1876
P.M. of Geo. A. Murray
One hundred & seventy
seven dollars & thirty
seven cents in full of
the within

Munay, Lab:

v

M. L. L. L.

file in
Bice

To the Hon. George Blinn,

Judge of the Circuit Court of Hanseman
County, Virginia.

Complaining, shew unto the
Court your Complainants Joseph Brothe and
~~James R. Baker~~ ^{James R.} Baker, merchants & partners doing
business under the name & style of Brothe &
Baker, and George A. Murray & B. N. Hammoford.

Your Complainants respectfully represent
to the Court and say, That James R. McQuine
of said County, became indebted to your Complainants
as follows: To said Brothe & Baker, the sum of
\$100. by negotiable note dated the 22^d March 1875, payable
to them, sixty days after date, at the Farmers Bank
of Hanseman. To said Brothe & Baker \$90. by
similar ^{note}, dated the 24 March 1875, payable sixty
days after date, at said Bank. To said Brothe &
Baker \$85. by similar note, dated the 6th April 1875
payable sixty days after date at said Bank; To
said Brothe & Baker the sum of \$132, by similar note
dated the 5th April 1875, payable sixty days after date
at said Bank. To said Brothe & Baker \$27. by
similar note, dated the 10th day of April 1875, payable
sixty days after date at said Bank;

and to said Geo. A. Murray the sum of \$165
by similar note, dated the 10 March 1875, payable

sixty days after date, payable at said Bank.
These Geo. A. Murray & said James R. McQuine on 1st Jan'y 1875, were indebted
to B. N. Hammoford \$100, by Bond (now in suit in this Court on law side of the docket.
That these several notes have been discounted
by the Farmers Bank of Hanseman, & have been

protected for non payment;

That the said James R. McGuire is largely indebted to other persons, & is unable to pay his debts without the appropriation of the House & Lot herein after referred to.

Your Complainants further say, that on the 19th day of April 1875, the said James R. McGuire executed a deed ~~and~~ to D. J. Godwin Trustee for Mrs. Georgiana C. McGuire wife of said McGuire which 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 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 D. 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 Farmer's 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. W. Wright as tenant of said James R. McGuire; In Trust for the sole separate use, possession & enjoyment, free & clear of & from all

manner of charge, debts, liabilities & incum-
brance of her said husband or any husband
she may hereafter have, with full power & authority
to the said Georgiana C. McQuinn to dispose of
the same by deed or vice, at her pleasure, as if
she were a single sole, indeed, it is the true intent
& meaning of the said grantor, James R. McQuinn to
Convey, by this deed, to his said wife, Georgiana C.
McQuinn, through the said Trustee, a fee simple
title to the above described property, with full
power & authority, to her to dispose of the same by
vice or 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 Tazewell county Court
on the 20th April 1895, as will be seen by a duly
certified copy of said deed filed herewith as a
part of this Bill marked "A"

Your Complainants say, that at the
time of the execution of said deed, the
said James R. McQuinn was largely in-
debted, & unable to pay his debts without the
said Trust Deed, named in said deed—

That the said conveyance was made
without consideration deemed valuable in law,
and with intent to hinder, delay & defraud
his (the said James R. McQuinn's) creditors, and
should be set aside, & declared void as to your

Complainants, who are creditors of said James
R. McGuire as above set forth.

In consideration whereof and as,
this Court has jurisdiction to grant all adequate
relief, To The End your Complainant
prays that the said James R. McGuire,
and Georgiana C. McGuire & said J. Edwin
Trustee in said deed may be made
defendants hereto, & be required to answer
the allegations herein on oath: That the said
deed may be declared null void & the said
lot & house be held & declared to be subject to your
Complainants' demands, and that such
other and further relief may be granted consistent
with Equity &c. and your Complainants
are ever prors.

Bottle & Baker

Geo. A. Murray

B. H. Hammar

per

John R. Kilby Sen. p. v.

Killy Isan
p. V.

Borth & Baker tal.

n. } Bile

McGuire tal.

Warr? Cis. etc.

Boothe & Baker & al:

2^d { Chy: Notes

James R. McGuire & al:

1875 - Aug: 20th: Sumd. in Chy: issued to Septs: Rules 1875-

" Septs: 6th: Bill & exhibit filed & conditional decree ^{vs}
the Defendants

" Octo: 4th: Conditional Decree confirmed and cause set for hearing

" " 13th: continued

1876 - Apl: 12th: Decree for accos:

" Octo: 12th: continued

1877. Feby: 24th: Repab filed

" Apl: 15th: Decree re-annulling report

Copy Notes