

1894-035
Nansemond Co. (Suffolk)

Chancery Causes: Brinkley Kelly vs John T. Voight et al

Godwin & Crocker I, Reby, Rogers

Folder 1 of 2

To Hon. Geo. Blount, Judge of the Circuit
Court of Henderson County -

Your Compliment, Brainkley
Kelly, of said County, humbly sheweth,
that heretofore, to wit, on the 25th day of June
1879 he instituted in said Court a suit
in chancery against John T. Voight, Nancy
J. Voight and P. B. Prentiss trustee of said
Nancy J. Voight - That on said day sum-
mons were sent out of the clerk's office
of said Court by which the said defendants
were directed to appear at the clerk's office
of said Court at the July rules 1879 of said
Court to answer the bill of complaint of
your complaint - That the said summons
were duly served on the said defendants
by the sheriff of said County on day of
June 1879. who made return of said ser-
vice in due form - That your complain-
ant filed his bill of complaint in said
suit on the 25th June 1879 in the clerk's
office of said Court - That on the 25th day
of June 1879, your complaint came to be
duly recorded in the proper books of record in the
clerk's office of the
County Court of said County, a memorandum
of his pendens - (a copy of which is herewith
filed marked 1) - That the said defendants

filed their answers to said bill-, that certain depositions were taken on behalf of your complainant-, that the only orders entered in said cause are herewith filed marked 2, 3. and 4.

2 That the papers of said suit have been lost- and cannot be found- and have been lost for one or two years-

3 That your Complainant's original bill filed in said cause, alleges the following case- which he now repeats, & as re-alleges:

(a) That your complainant, on the 11th day of April 1879, obtained in the Circuit Court of said County a judgment against the said John T. Voight for the sum of Five Hundred dollars with interest thereon from the said 11th day of April 1879 till paid, and his costs- which said costs are \$21.62- That the said judgment was obtained in a suit instituted in said court by your complainant against the said John T. Voight on 25th day of October 1878, that the cause of action for which said suit was instituted, and in which the said judgment was obtained, arose before the said 25th day of October 1878- The said action was for a Tort, as will appear by the proceedings of said common law suit, a

records of which, duly certified, is herewith
filed marked 5, as a part of this bill. That
on the 26th April 1879 an execution was sent
out on said judgment, which was duly delivered
to the sheriff of said County, who returned the
same, endorsed "no effect" - as will appear
by a certified copy of said execution and
return herewith filed marked 6 as a part
of this bill. That the said judgment was duly
doctored in the clerk's office of the County Court
of said County - on the 28th April 1879, as will
appear by the aforesaid exhibit-5. That no
part of said judgment has been paid, but the
same remains wholly due and unpaid.

(b.) That the said John T. Voight
by his deed bearing date on the 1st day of
January 1879 - which was acknowledged on
the 21st Feb 1879, and recorded on the 5th April
1879 - only 6 days before your complainant's
judgment - conveyed his whole estate real
and personal of every kind, to P. B. Prentiss,
trustee for and on behalf of Nancy J. Voight,
the wife of the said John T. Voight. The
said deed is in the words and figures following,
to wit: "This deed made the 1st day of
January 1879 between John T. Voight of the
County of Hancock, in the State of Virginia
of the first part, and Peter B. Prentiss, chosen

hither for and on behalf of Nancy J. Voight
wife of the said John T. Voight of the second part,
Witnesseth, that in consideration of the sum
of one thousand four hundred dollars,
received from, by and through the said Nancy
J. Voight since intermarrying with her,
the said John T. Voight does grant, with gen-
eral warranty unto the said P. B. Prentiss,
hither for the said Nancy J. Voight all the
real estate now owned or possessed by the
said John T. Voight in the County and State
aforesaid, described as follows, to wit: 1st "The
Abraham Barnes Land", containing 125
acres more or less, adjoining the land of
Alfred Ellis' estate, Beverly P. Butler & others;
2nd, "The Home place", containing 100 acres
more or less, adjoining the land of Miles
Kavanaugh, B. P. Butler, and others; 3rd "The
Hazelbush Roby Land" containing 225
acres, more or less, adjoining the land
of B. P. Butler, Wm. Humphreys & others;
4th, "The William Ellis tract", containing
50 acres more or less adjoining the land of
Amos Hildrick, Henry Roby & others; 5th
"The Reservoir Roby Land" containing 35 acres
more or less, adjoining the land of Willis
W. Skinner, W. H. Brothers and others;
The said John T. Voight likewise conveys

gives, grants and delivers all his right, title
and interest in and to his personal property of
every kind and description whatsoever to
the said party of the second part. The ^{said} Trustee
is hereby authorized to sell and convey
any and all of the above named property,
when directed in writing signed by the said
Henry J. Vought in the presence of two
attesting witnesses, and at her death,
if unconveyed, the same shall pass
and descent to the children of the said John
J. Vought, then living or their issue,
provided, however, that the said John J.
Vought shall in that event, if he survive
the said Henry J. Vought, have, possess,
and enjoy the same for the remainder
of his life - " with usual covenants and
conditions as will appear by certified copy of said deed, herewith
filed marked 7 as a part of this will.

C. That the said conveyance was
not upon consideration deemed valuable
in law, as is void as to your com-
plainant, and as to his opposed party and,
the liability for which the said John J. Vought
incurred before the said conveyance
was made. That the said conveyance
was without any consideration and voluntary.
That the pretended consideration mentioned
in said deed for said conveyance is not

true - That if it be true, that the said
John T. Voight has received the said \$1400.
or any part thereof from, by or through
the said Henry J. Voight since intermarrying
with her, then your complaint says
and alleges, that the same is not a con-
sideration deemed valuable in law,
for said conveyance - for, as he alleges,
the same was received by the said John T.
Voight by virtue of his said inter-
marriage - and that he received it on
his own undivided by virtue of his
marital rights - That the said John T.
Voight has not received the said \$1400.
or any part thereof from, by or through
his said wife, since the passage and ap-
proval of any of the Acts of the Legis-
lature of Virginia, known as the
Marital Act, to wit the Act approved March
31 1875. Session Acts 1874-75 p. 442. and the
Act approved April 4 1877. Session Acts 1876-77
p. 333 - That the consideration men-
tioned in said deed, so far as the same may
be true, refers and ~~only~~ refers only to cer-
tain chattels and money of his said wife,
which were not held by the said Henry J. his
wife as her separate estate, but that the
said John T. Voight was entitled to receive

and have by virtue of his intermarriage with her, all of which were received and had by him prior to the 31 March 1875. That the said Nancy J. Voight has not nor ever had any separate estate - That the said John T. as Nancy J. Voight intermarried several years before the year 1860.

That there was no marriage contract or settlement made between them at the time of their marriage - nor has there been any settlement of estate made on the said Nancy V. Voight for her separate use and benefit of any kind whatever since their marriage either by the said John T. Voight or any other person. That the said Nancy J. Voight has not at any time since her marriage, had or received any money or chattels from any source whatever, that was not or did not become the absolute property of her said husband by virtue of their marriage.

Your complaint is advised and so claims that no amount of personal estate of the wife, received by the husband by virtue of marriage, can be a consideration deemed valuable in law for a conveyance of the husband's property or against existing creditors.

d. That the aforesaid conveyance was made with intent to delay, hinder and defraud your complainant of what he was entitled to receive of the said John T. Vonger in the aforesaid suit then pending against him as aforesaid, and of his said judgment, that the said deed is fraudulent and void as to your complainant:

That the pretended consideration mentioned in said deed, if true, is not valuable in law.

That the pretended consideration mentioned if true, is grossly inadequate. The deed conveys 5 tracts of land aggregating 535 acres - and all the grantor's personal estate of every kind -

That the pretended consideration alleged to have been received, if received at all, was received upwards of 14 years before the said deed was made, or at least many years before -

That the said deed conveys all the property owned by the said John T. Vonger, real and personal of every kind whatever -

That he has remained in the possession of the said property since said deed, as he had theretofore been, - receiving the uses and benefits of the same and enjoying most thereof -

That the deed reserves a benefit (contingent)
to himself, which is inconsistent with a bona-
fide sale and purchase for a valuable
consideration.

That the deed also ~~reserves~~ undertakes
to provide a remainder interest to his
children - which is also inconsistent with a
bona fide sale for a valuable consideration.

That the deed is in the nature of a
settlement by a husband upon his wife, himself
and children, rather than a deed of bargain
and sale for valuable consideration.

That the deed was made during
the pendency of an ongoing suit for large
damages for a tort, and was recorded
only 6 days before your complainant's
trial but said judgment.

In tender consideration thereof,
and inasmuch as your complainant is
without remedy save in a Court of Equity
where matters of this kind are cognizable
and relievable - to the end that justice may
be done, your complainant prays that
John T. Voight, Nancy J. Voight and
P. B. Parsons, ^{trustees} may be made parties
defendants to this bill, and that they
and each of them may be required to

answers on both the same - and each par-
ticular allegation thereof, or if the same
were here repeated as they thereof
interposed - and in particular, the end of
the said defendants may be required in
their several answers to say, when did
the said John T. Vaughn receive from, by
or through the said Nancy J. Vaughn the
\$1400. mentioned in the affidavit and as
the consideration thereof - and how the
same was received - whether received in
money or property, and the amounts and
kinds thereof - and if received at dif-
ferent times, then give the different times -
and different amounts - and all the
facts and circumstances concerning
or connected therewith. And that
each of the said defendants may be re-
quired to answer, not only from whom
the said Nancy J. Vaughn received or
acquired the said \$1400. - but when
she so received or acquired the
same or the several parts thereof -
stating minutely and fully all the
facts and circumstances connected
therewith - That they may be required
in their answers to state fully and
circumstantially the consideration

if any, for the said conveyance made
by their said debt, and how and when
the consideration was devised and
how and when received by the said John
T. Wright. — that the said debt may
be declared void and be released and
annulled as to your complainant's
debt — that the property mentioned in
said debt may be applied in satis-
faction of your complainant's said
judgment — and that all other further
and general relief may be afforded
your complainant which the nature
of his case may require or to Equity
shall seem meet to grant — that this
bill may be taken in view and as
supplementing or amending of the
original bill filed in this Court.
and that process may issue.
and he will come to pay &c

J. F. Lincoln
J. H. Wright
per.

J. F. Crocker
Jno. H. Weighat } p. 9

Brinkley Kelly
vs Bill
John J. Weighat

Nauset Circuit Court.

Brinkley Kelly

Plaintiff

vs { Chy: Notes.

John F. Voight & al:

Defendants

1882. Aug: 24th: ~ Sum'm Chy: joined to Sept'r: Poles, 1882

" Sept'r: 4th. Bill & Exhibits filed. & decree nisi vs dofts.

" Octo: 2nd: Decree nisi confirmed, & cause set for hearing

Chy: Notes.

Brinkley, Kelly

vs { Chy. Notes

John J. Doight & al.

1879. June 25th: Sum'd in Chy: issued to July Rules, 1879

" July 9th: Bill & Xbts. filed, & decree nisi vs the defts:

" Aug: 4th: Decree nisi confirmed & cause set for hearing

" Octo: 16th: Continued

1880. Jan'y 5th: Answer of Mrs: J. Doight filed

Apr: 14th: Leave for Nancy Doight & Peter B Prentiss, Trustees

to file their answers, within 60 days

Chy: Notes

This Deed, made the 1st day of January, in the year eight-
teen hundred and seventy nine, between John T Voight of
the County of Harrison, in the State of Virginia, of the
first part, and Peter B Prentiss, chosen ~~as~~ ^{the} trustee for and on
behalf of Nancy J Voight, wife of ^{the} said John T Voight
of the second part: Witnesseth, That in consideration
of the sum of one thousand four hundred dollars,
received from, by and through the said Nancy J Voight,
since intermarrying with her, the said John T Voight
does grant, with general warranty, unto the said P.
B Prentiss, trustee for the said Nancy J Voight, all
that real estate now owned and possessed by the said
John T Voight, in the County and State aforesaid,
described as follows; to wit: 1st. "The Abalom Barnes
land, containing One hundred and twenty five acres,
more or less, adjoining the lands of Alfred Ellis' estate,
Beverly P Baker & others; 2nd "The Home place" con-
taining 100. acres, more or less, adjoining the lands of
Miles Rountree, B P Baker and others. 3rd The "Hezekiah
Raby land" containing 225. acres, more or less; adjoining
the lands of B P Baker, Wm Umphlett and others.
4th: "The Wilson Ellis tract, containing 50 acres more
Amos Riddick, Henry Raby and others: 5th The Reston's Raby land, containing 35 acres, more or less,
or less, adjoining the lands of Miles R. Skinner,
Wm H Brothers and others; the said John T Voight like-
wise, convey, give, grant and delivers all his right
title and interest in and to his personal property
of every kind and description whatsoever to the said
party of the second part. The said Trustee is hereby

empowered to sell and convey any or all of the above
named property, when directed in writing signed by the
said Nancy J Voight in the presence of two attesting
witnesses, and at her death, if unconveyed, the same
shall pass & descend to the children of the said John
J Voight, then living or their issue, provided however
that the said John J Voight, shall in the event, if he
survive the said Nancy J Voight, have, possess and
enjoy the same for the remainder of his life. The
said John J Voight covenants that he has the right
to convey the said land & personal property to the grantee:
that he has done no act to encumber the said land, that
the said grantee shall have quiet possession of the
said land free from all encumbrances, and that
he, the said party of the first part, will execute
such further assurances of the said land as may
be requisite.

Witness the following signature and seal.

Witness

L. H. Causey.

John J Voight 

State of Virginia }
County of Hanover } To wit:

L. H. Causey, a Notary Public for the County aforesaid, in the State of Virginia, do certify that
John J Voight, whose name, is signed to the writing
above, bearing date on the 1st day of January, in
the year eighteen hundred and seventy nine,

has acknowledged the same before me in my
County aforesaid.

Given under my hand, this 21st day of February, in
the year 1879.

C. H. Causey
Notary Public

In the Clerk's Office of Hanson and County Court
the 5th day of April 1879.

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

Teste

Peter B. Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss. Clerk.

Xmo
John J. Voight
To { Copy Deed
Peter B. Dentis, Trustee for
Nancy J. Voight

Gr. 7

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting:

WE COMMAND YOU, that of the Goods and Chattels of *John J. Voight*,

in your bailiwick, you cause to be made the sum of *Five Hundred (500)* Dollars
and _____ Cents, with interest thereon at the rate of *six* — per
centum per annum, from the *11th* day of *April* —, 187*9*, till paid, which
Brinkley Kelly,

lately in our *Circuit* Court of Nansemond County, recovered against *him*, for damages;

Also, *Twenty - one* — Dollars and *Sixty - two* Cents, which to the
said *Brinkley Kelly*

in the same Court were adjudged for *his* — costs by *him* about *his* suit
in that behalf expended: whereof the said *John J. Voight* is —

convict, as appears to us of record; and that you have the same at the Clerk's office of our said
Circuit Court, at Rules directed by the law to be held in and for Nansemond County,
on the first Monday in *July* — next, to render unto the said *Brinkley Kelly*,

of the *Damages* and costs aforesaid. And then and there have this writ.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day
of *April* —, in the year of our Lord 187*9*, and in the *103rd* year
of our Independence.

COSTS:

Clerk \$8.60
Attorney 2.50
Sheriff 2.40
Witnesses 5.12
W. T. 3.00

\$21.62

Teste:

Peter B. Prentis C. C.

Sheriff's Return: "I can find no property upon which to levy the within Execution, or any part thereof."
J. L. Fulkerson, Sheriff
Copies: To: *Peter B. Prentis, Clerk*

Godwin & Co. H. N.
p. 9

Brinkley Kelly

⁴
25 { Copy to: Pa. & return

John J. Voight.

Sept. 6.

Pleas. at the Court House in the Town of Suffolk
before the Circuit Court. for Hansemond County, on
Friday the 11th day of April AD 1879.

Be it remembered, that heretofore, to wit: on the 25th
day of October AD 1878. Came Brinkley Kelley by his
Attorney, and sued out of the Office of the said Circuit
Court, a Writ of summons against John D Voight
which writ with the endorsement and return thereon
made is in the words and figures following:

Summons

"The Commonwealth of Virginia

To the Sheriff of Hansemond County: Greeting.

You are hereby commanded, to summon John D.
Voight if he be found within your bailiwick, to appear
at the Clerk's Office of our Circuit Court, for our said
County of Hansemond, at the Rules to be holden for the
said Court, on the first Monday in November next,
to answer Brinkley Kelley, of a plea of Trespass on
the Case in libel ————— Damages \$300.00.

And have then and there this writ, Witness Peter B Prentis,
Clerk of our said Court, at the Office aforesaid, this
25th day of October 1878, in the 103.00 year of our
foundation.

Peter B Prentis Clerk"

Endorsement Endorsement "Trespass on the Case in libel

Gowin & Crocker pg."

Stiff's Return Return "1878. October 25th I acknowledge service of the
within summons at that I have received a copy of the same.

John D Voight"

And at another day, to wit: At Rules, held in the
Clerk's Office of the said Circuit Court. On the 4th
day of November, 1878. Came the Plaintiff & his Attorney
and filed his Declaration against the Defendant;
which Declaration is in these words:

"Circuit Court, Hanseman County, to wit:

Declaration

Brinkley Kelly, Plff: Complains of John D Wright
Def: of a plea of trespass on the Case: For that
whereas the said Plff: now, is a good, true honest &
respectable Citizen of the State of Virginia & as such
has always, from his childhood up to the present
time, behaved & governed himself & has for all the
time aforesaid been held & reputed to be a man of
truth, good name fame & credit: Yet, the said Def:
well knowing all & singular the premises aforesaid,
but ~~contending~~^{trying} & maliciously intending, wrongfully
& unjustly to injure the said Plff: in his aforesaid
veracity, good name, fame & credit, & to bring him
into public scandal, Contempt, ignominy and
disgrace, on the day of 1878,
to wit: in the County aforesaid, did falsely & maliciously,
willfully & designedly compose & print & caused
to be composed & printed, and did utter & publish &
cause to be uttered and published in certain Cards,
handbills or posters, by sticking up, distributing &
posting throughout the said County, in public places
in the day & year last aforesaid & at times subsequent
thereto, the said Cards, handbills or posters, in certain

Scandalous, infamous & malicious libel of &
concerning said Plt., containing therein the false,
scandalous, malicious & infamous matter following
of & concerning the said Plt., to wit:

"Notice! This is to certify that Brinkley Kelly died
on the 23rd. day of March 1878., at a certain Mag-
istrate's Court, swear to his, & it was proven, He
also swore to his & then acknowledged them. Some
contradict it, but I say if any body doubts it &
demands proof they can get it." By reason &
means of the composing, printing, uttering & publish-
ing, & the procuring the composing, printing, uttering
& publishing of the said cards, handbills or posters
containing said false, scandalous & infamous
libel & libelous matter, heretofore mentioned, of
and concerning the said Plt. the said Brinkley
Kelly, he the said Plt. has been, & is, greatly in-
jured, & prejudiced in his Character, standing &
reputation & to his damage \$3000. & therefore he
brings his suit.

Godwin & Crocker p. q."

Common order Whereupon, the Defendants being summoned, and
not appearing, on the motion of the Plaintiff by
his Attorneys, it was ordered, that a judgment
be entered for the Plaintiff against the Defendants,
for the Damages in the Declaration mentioned,
unless the said Defendants should appear and plead
to issue or the then next Rules..

Common Order
Confirmed &
Not a finding

Judgment
costs
bills 48.60
att 2.50
diff. 2.40
witness 5.12
writing 3.00
\$21.62
Feb. 26 April
1879.

At which day, to wit: at Reels held in the Office
of the said Circuit Court, on the 2nd day of December
1878. The Defendant still failing to appear: on the
Motion of the Plaintiff by his Attorney, it was ordered,
that the last order made against him in this cause,
be confirmed; and that the Plaintiff's damages, be
ascertained by a jury at the next term.
And Now at this day, to wit: At a Circuit Court,
continued and held for Harrison County, at the
Court House, aforesaid On the same day and year
first herein mentioned, to wit: On Friday the 11th:
day of April 1879. On the motion of the Defendant
by his Attorney, who pleaded that he was guilty and justification,
to which the Plaintiff by his Attorney replied generally.
it is ordered that the judgment obtained in the Office
against the said Defendant be set aside. Thereupon
came a jury, to wit: John C. Reed, Wiley W. Parker, James
C. Lacey, Dispney Lassiter, Joseph B. McGuire, William
J. Cohen, Ambrose Cartwright, Philip Becker, Francis
E. Parker, Elliott J. Davis, E. C. Ramsey, and Elisha R.
Copeland, who being elected tried and sworn, the truth
to speak, on the issues joined, On their oath returned the
following Verdict. "We the jury find for the Plaintiff,
and assess the damages at five hundred dollars and
costs." Therefore it is considered by the Court, that the
Plaintiff recover ~~against~~ the Defendant, the sum of five hun-
dred dollars, with legal interest thereon from this date
until paid, and his costs by him about his suit in

his behalf expended, ^{5.} And the said Defendant in
Money &c.

Certificate
of Bookkeeping
Judge.

I hereby certify, that the foregoing judgment was duly
docketed the 28th day of April 1879.

Teste:

Peter B. Renton. Clerk.

xm^d
Brinkley Kelly
to Copy Record
John V. Voight

24 5

At a Circuit Court continued and held for Harpsburg
County, the 14th day of April, 1881.

Brinkley Kelly

Plaintiff.

Against } In Chancery

John J. Coight & al.

Defendants

The Court doth order that the parties to this Cause have leave to
take such further evidence to be read upon the hearing, as they may
desire, or ~~may~~ be advised to take, and this Cause is continued until the
next Term of this Court.

A Copy:

Teste:

Peter B. Pentis, Clerk.

Brian Kelly

XMS

25 City order 14th April, 1881

John J. Doig at Cal:

Ex. no 4

At a Circuit Court continued and held ^{for Newseum and County} the 16th day of
October, 1880.

Brinkley Kelly Plaintiff,

against { In Chancery

John J. Wright & al. Defendants

In this case judgment is reserved; the Court retaining the papers.

A Copy:

Teste:

Peter B. Prentiss. Clerk.

Brinkley Kelly

Xm

$\frac{4}{25}$ { Co: enter 16th Octo: 1880

John T. Wright Hal:

Ex. No 3

At a Circuit Court held for Newsumond County, the 14th
day of April, 1880.

Brinkley Kelly

Plaintiff.

against E. W. Chaucery

John S. Voight & al:

Defendants.

On the motion of the Defendants Mary J. Voight and P. B. Prentiss,
Trustee, by Counsel, leave is given them to file their several answers,
within sixty days.

A Copy:

Teste:

Peter B. Prentiss, Clerk.

Brinkley Kelly

25th } Co: order, 14th: April, 1880

John J. Corbett Sal

Ex⁺ No: 2

Ex. No 2

Brinkley Kelly

v^s ~~K~~
3

John F Voight, Nancy J Voight and P B Prentiss trustees
of ^{said} Nancy J Voight.

Be it known that the above entitled cause now pending
in the Circuit Court of Hanson County, has for its
object, the setting aside and annulling that certain
deed made by John F Voight, bearing date on the 1st
day of January 1879, whereby he conveys to P B Prentiss,
trustee of ^{said} Nancy J Voight wife of the said John F Voight
the following property, to wit: Three certain tracts of
land situated in said County, 1st. "The Absalom Barnes
land" containing 125 acres, more or less, adjoining the land
of Alfred Ellis estate, Beverly P Baker and others: 2nd "The
Home place" containing 100 acres, more or less, adjoining
the lands of Miles Rountree, B P Baker and others: 3rd "The
Hezekiah Ratz land" containing 225 acres, more or less,
adjoining the lands of B P Baker Wm Umphler and others
4th "The Wilson Ellis tract" containing 50 acres more or
less, adjoining the lands of Amos Reddick, Wm Ratz
and others: 5th "The ^{Esper} ~~Ratz~~ Ratz land" containing 35
acres, more or less, adjoining the lands of Willis W Skinner
W H Brostus & others, and 6th all his personal estate of
every kind, and to subject said property to the payment
of a certain judgment obtained by the said Brinkley Kelly
against the said John F Voight for five hundred dollars
and costs, obtained at the April term 1879. of said Circuit

Court of Hanson and County, - it being claimed in said
suit that the said deed is fraudulent and void.

Brinkley Kelly.
by Godwin & Crocker for g.

In the Clerk's Office of Hanson and County Court the 25th
day of June, 1879.

This Memorandum of Lis Pendens, was filed and admitted
to record

Teste

Peter B. Pontus Clerk

A copy

Teste:

Peter B. Pontus Clerk

X ind

Brinkley Kelly
25 { Copy memo. of
Lis pendens
John J. Voight Sal.

Exhibit no 1

Brinkley Kelly

⁴
vs { 7 Exhibits filed
with the Bill

John J. Woolf

Virginia :

IN THE CIRCUIT COURT OF NANSEMOND COUNTY :

the 11th day of April 1879

Brinkley Kelly

Plaintiff.

against { Treasurers on the Case, in Lohel

John J. Voight

Defendant.

Judgment was granted the Plaintiff against the Defendant for the sum of Five Hundred (500) Dollars and Cents, with interest thereon, ^{at the rate of} ~~to be computed after the note of~~ six per centum per annum, from the 11th day of April 1879, till payment and the costs.

Plaintiff's Costs, \$ 21 ⁴²

An Extract,

Teste,

Peter B. Pennington Clerk.

Brinkley Kelly
vs

John J. Coigbt

Copy Judgment of the Circuit
Court of Hansmann County -
received 25th: April, 1879,
and which Judgment was
docketed on 28th: April, 1879
in the Judgment Docket in
said County.

Teste,

Peter B. Penter, Clerk.

("10")

This Deed,

MADE the 1st day of January
in the year eighteen hundred and seventy - nine between John J. Voight
of the County of Nansemond in the State of Virginia
of the first part, and Peter B. Prentis, chosen Trustee for and on be-
half of Nancy J. Voight, wife of the said John J. Voight
of the second part.

Witnesseth, THAT IN CONSIDERATION OF the sum of One Thousand
four hundred dollars, received from, by and through the said Nancy
J. Voight, since intermarrying with ~~her~~ ^{her} ~~dollars~~, the said John J. Voight does
grant, with general warranty, unto the said P. B. Prentis, Trustee for the
said Nancy J. Voight all that
real estate now owned and possessed by the said John
J. Voight in the County and State aforesaid, described
as follows: to wit: 1st: "The Absalom Barnes land"
containing One hundred and twenty-five acres,
more or less, adjoining the lands of Alfred Ellis'
Estate, Beverly P. Baker & others. 2nd: "The Home
place", containing One Hundred acres, more or less,
adjoining the lands of Miles Rountree, B. P. Baker
and others: 3rd: "The Hezekiah Raby land", contain-
ing 225 acres, more or less, adjoining the lands of B.
P. Baker, Wm. Wapshlett and others: 4th: "The Wilson
Ellis tract", containing 50 acres, more or less, adjoining
the lands of Amos Riddick, Henry Raby and others.
5th: "The Respass Raby land", containing 35 acres, more
or less, adjoining the lands of Willis W. Skinner,
Wm. H. Brothers and others. The said John J.
Voight likewise conveys, gives, grants and delivers
all his right, title and interest, in and to his personal
property of every kind and description, whatsoever, to

the said party of the second part. The said Trustee is hereby empowered to sell and convey any or all of the above named property, when directed, in writing, signed by the said Nancy J. Voight, in the presence of two attesting witnesses, and, at her death, if unconveyed, the same shall pass & descend to the children of the said John J. Voight, then living, or their issue, provided, however, that, in the said John J. Voight, shall, in that event, if he survive the said Nancy J. Voight, have, possess and enjoy the same for the remainder of his life.

The said *John J. Voight* covenants ^{& personal property} that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances; and that he, the said party of the first part, will execute such further assurances of the said land as may be requisite.

WITNESS the following signature and seal

Witness
C. H. Causey

John J. Voight [SEAL.]

[SEAL.]

State of Virginia
County of Hanseman
~~Corporation of the City of Norfolk~~

TO WIT:

I, C. H. Causey a Notary Public for the ^{County}~~Corporation~~
aforesaid, in the State of Virginia, do certify that John J. Woight

 whose name is signed to the writing above, bearing date
on the 1st day of January in the year eighteen hundred and seventy
nine has acknowledged the same before me, in my ~~corporation~~ aforesaid.

Given under my hand, this 21st day of February in the year 1879
C. H. Causey

Notary Public.

State of Virginia,

CORPORATION OF THE CITY OF NORFOLK, To-wit:

I, a Notary Public for the Corporation of
the City of Norfolk, in the State of Virginia, do certify that
 the wife of
whose names are signed to the writing above, bearing date on the day of
 in the year eighteen hundred and seventy
personally appeared before me, in the corporation aforesaid, and being examined by me privily
and apart from her husband, and having the writing aforesaid fully explained to her, she,
the said 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 day of in the year 187

Notary Public.

In the Clerk's Office of Nausemound County Court, the
5th: day of April, 1879.

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

Teste,

Peter B. Prentiss. Clerk

a copy:

Teste,

Peter B. Prentiss. Clerk.

Xnd

John J. Voight

To { Copy Deed of Trust

Peter B. Prentiss, Trustee for

Nancy J. Voight

(C)

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY, Greeting:

WE COMMAND YOU, that of the Goods and Chattels of *John J. Vaughn*,

in your bailiwick, you cause to be made the sum of *Five Hundred (500)* Dollars
 and ~~and~~ *Six* Cents, with interest thereon at the rate of *Six* per
 centum per annum, from the *11th* day of *April*, 1879, till paid, which

Brinkley Kelly,lately in our *Circuit* Court of Nansemond County, recovered against *him*, for damages

Also, *Twenty-one* Dollars and *Sixty-two* Cents, which to the
 said *Brinkley Kelly*

in the same Court were adjudged for *his* costs by *him* about *his* suit
 in that behalf expended; whereof the said *John J. Vaughn* is

convict, as appears to us of record, and that you have the same at the Clerk's office of our *said*
Circuit Court, at Rules directed by the law to be held in and for Nansemond County,
 on the first Monday in *July* next, to render unto the said *Brinkley Kelly*,

of the *Damages* and costs aforesaid. And then and there have this writ.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *26th* day
 of *April*, in the year of our Lord 1879, and in the *103rd* year
 of our Independence.

COSTS:

Clerk \$8.60
 Attorney 2.50
 Sheriff 2.40
 Witnesses 5.12
 W. T. 3.00

\$21.62

Teste:

Peter B. Prentis. C. C.

A Copy. Teste, Peter B. Prentis. C. C.
 The following is a copy of the Sheriff's return, on the foregoing execution, returned
 "I can find no property upon which to levy the within execution, or any part thereof."
Teste, Peter B. Prentis. C. C.

Godwin & Cocher, 6.9
Brinkley & Kelly
to { Copy Fr. Fr. & Skiffs
Return them
John T. Ought

(B)

At a Circuit Court continued and held for
Newsemond County, the 11th day of April, 1879.

Brinkley Kelly Plaintiff.

Against } Troopers on the Case, in Libel

John J. Voight Defendant.

On the motion of the Defendant by his Attorney, who pleaded
not guilty and justification, to which the Plaintiff, by his
attorney, replied generally, it is ordered, that the judgment
obtained in the Office against the said Defendant be set aside.

Thereupon came a Jury, to wit: John O. Redd, Wiley W. Parker,
James O. Savage, Dempsey Lapsider, Joseph B. McGuire,
William J. Oskoon, Ambrose Cartwright, Philip Becker,
Francis E. Parker, Elliott J. Driver, E. C. Ramsey and
Elisha R. Cepeland, who being elected, tried and sworn,
the truth to speak, on the issues joined, on their oath
returned the following verdict: "We, the Jury find for
the Plaintiff, and assess the damages at Five Hundred
Dollars and Costs." Therefore it is considered by the Court,
that the Plaintiff recover of the Defendant, the sum of
Five Hundred Dollars, with legal interest thereon from
this date, until paid, and his costs, by him, about this suit,
in this behalf expended. And the said Defendant in mercy pay

Costs

A Copy:

Clerk . . . \$8.60

Attorney . . . 2.50

Sheriff . . . 2.40

Witnesses . . . 5.12

Writ Tax . . . 3.00

\$21.62

Pr. Pa. 26th April, 1879

Teste,

Peter B. Prentiss, Clerk.

Brinkley, Kelly
25 { Copy Judge
John J. Voight.

(a)

To Hon. Geo. Blaw, Judge of the Circuit
Court of Hanscom County.

Humbly complaining, I herewith
unto your honor, your complainant, Brinkley
Kelly, that at the last April Term of
your honor Court held for said County,
he obtained a judgment against one
John T. Voight of said County for
the sum of five hundred dollars
and \$21⁶² Cts. in and for a Cause of
Action that arose prior to the 1st day of
January 1879. On which judgment
Execution has been sued out, and
the Sheriff of the said County to whom
the said Execution was directed and
delivered, has made return thereon
of No Effects. Copies of said
judgment, Execution and return
are herewith filed as parts of this bill
marked A + B.

That the said John T. Voight, was
on the said 1st day of January 1879 owner
of the following property, to wit:

1st A tract of land in said County, called
"The Absalom Barnes land" containing
#125 acres more or less, adjoining the
land of Alfred Ellis's Estate, Beverly

P. Baker and others: 2^d "The Home Place" containing 100 acres, more or less, adjoining the land of Miles Rountree, B. P. Baker and others: 3^d "The Hogback Ruby Land", containing 225 acres more or less, adjoining the land of B. P. Baker, W. Humphlett and others: 4th "The Wilson Ellis tract" containing 50 acres more or less, adjoining the land of Amos Riddick, Henry Ruby and others: 5th "The Newport Ruby Land" containing 35 acres more or less, adjoining the land of Willet W. Skinner, W. H. Brothers & others: 6th and certain personal property of every description and kind. There is in his possession, consisting of debts due him, household & kitchen furniture, horses, cows, hogs, carts, wagons, farming implements, corn, bacon, preserves, &c. and being so seized, and present, and owner of said property, he ~~has~~ ^{has} ~~therein~~ ^{therein} ~~indorses~~ ^{indorses} the said John T. Voight by his deed bearing date on the 1st day of January 1875, conveyed and granted all of the above property to P. B. Prentiss trustee for Nancy J. ^{Voight} ~~Voight~~ wife of the said John T. Voight, with power unto the said trustee to sell and convey any or all of

the above named property, when directed
in writing signed by the said Nancy J
Voight, in the presence of two attesting
witnesses, and providing, at her death,
if unmarried, the said property shall
pass and descend to the children of the
said John T. Voight, then living or their
issue, provided, however, that the said
John T. Voight, shall, in that event, if he
survive the said Nancy J Voight, have
possession and enjoy the same, for the
remainder of his life. The said deed
specifies as the consideration of the said
grant, one thousand four hundred dollars
received from, by and through the said Nancy
J. Voight, since his, the said John T. Voight
intermarrying with her. The said deed
although it bears date on the 1st day of
January 1878, was not in fact, signed
or acknowledged by the said John T. Voight
until the 21st day of February 1878, and was
not admitted to record in the clerk's office
of said the County Court of said County until
the 5th day of April 1878. A certified
copy of said deed is hereunto filed under
"C", as a part of this bill.

That the said conveyance was made
by the said John T. Voight with intent to delay

hinder and deprand your complain of
of what he was lawfully entitled to pay
the said John T. Voight, to wit, the sum
\$500 no cents, which he received by the
afore said judgment - and that the said
Mary J. Voight and the said P. B. Prentiss
husband had at the time of the execution
of said conveyance notice of the pending
last intent of the said John T.
Voight.

That the said conveyance was not made
upon consideration deemed valuable
in law - but was, in the contrary, made
without any consideration, and was voluntary,
and a mere gift - and was fraudulent
and void.

That the consideration specified in
said deed, was false, and fictitious and
a mere pretence - The said John T. Voight
and Mary J. Voight had been long
intermarried - long before any of the
acts of the Legislature, known as the
Married Act, had been passed - to
wit, long before Dec. 1860 - The
said Mary J. Voight had not at the
time of the execution of said deed, nor
at any time since her marriage with
the said John T. Voight any separate

* That #1400 is a grossly inadequate
consideration of the property
conveyed.

estate. That if the said John T. Voight has
received any thing from the said Nancy J
his wife, it was his by virtue of his
marital right - and liable to the payment
of his debts - and that what he so received,
if anything, cannot not be, and cannot now
be set up as a consideration for said
conveyance against your Complainant's
claim. +

That the said John T. Voight has remained
in the possession of the property con-
veyed as aforesaid, in the same manner
as before the execution of said deed.

That the said deed is void and null as
to your complainant's debt.

That his said judgment has been
duly docketed in the Clerk's office
of said Court, a certificate of which
is herewith filed as a part of this
bill now on file. That his said judgment
is a lien on said real estate - and
he desires the same to be subjected to its
satisfaction.

In tender consideration whereof, your
complainant prays that the said John
T. Voight, Nancy J. Voight and P. B.

Debtors may be made parties depen-
dant to this bill and be required to
answer the same as fully and particularly,
as if they were specially interrogated as to each
of said matters alleged - and that the de-
fendants John T. Wright and Henry J.
Wright may be required fully to ex-
plain and specify the considerations
mentioned in the said deed: that the
said deed be declared void and be set
aside and annulled - as to this complainant's
said debt - that the property mentioned
in said deed may be subject to the
payment of said debt - and that all
other and further relief be granted
your complainant that the nature of
his case may require or to Equity
shall seem meet to grant, and he
will ever pray &c

Edwin H. Tucker

p. 9.

Godwin & Crocker, pg
no. 114
Brinkley Kelly
to Bill
John T. Coighh dal

(Newseward Air Co)

William H. White.
Theodore S. Garnett Jr.

White & Garnett,

82. Main Street,

Norfolk, Virginia, Aug 12 1885.

Hon. George Blow
Norfolk. Va.

Dear Judge

Mr. Causey, who is senior
counsel in the Voigt case, joins me
in requesting that you will set the
case for hearing at September Term,
Hanseatic Court.

Col. Crocker informs me that he
has placed the papers in your hands,
for opinion and decision. This was
done without our consent, or even notice
to us, and is so unusual that we
beg you will hear us before you
in Court. There are questions as to the
admissibility of depositions which we
hope you will allow us to argue.

Very Respy Yrs

T. S. Garnett X

Chas Causey - by T. S. G.

Paper placed
in my hands by
J. F. Crocker on
13th Aug. No
time to consider
it before Remond
Board. The request
will be conceded

Brinkley Kelly
or } In ch. 2 Co. Ct.
vs John T. Voight

Will judge Brentiss please forward a copy of the record
of the common law suit of Brinkley Kelly v
John T. Voight, in which the plaintiff obtained judg-
ment at April Term 1879, and file the same with
the bill in the chancery suit of Brinkley Kelly v
John T. Voight. and oblige

J F Crocker atty for
Brinkley Kelly.

April 12 1880

Port. Sept 10 1885

Dear Judge.

I beg to place in your hands the papers of Kelly & Wright for decision & vacation.

Judge Garnett ^{consent} represents the depts.

I have notified Mr. Conroy of my purpose to place these papers in your hands - and I have just written to

Judge Garnett notifying him also.

Very truly yr. s.

J. A. Crockett

2

for Blue }
H. M. W.

Judge Geo. Blaw.

Harford

Pa

The depositions of Jas Rogers
and others, taken before me E. Howard, a notary
public, for the Court of Hanover, State of Vir-
ginia, by consent, at the office of E. Howard in
the town of Suffolk, Virginia, on the 24 day of
March, A.D. 1883, between the hours of 6 A.M.
and 6 P.M., to be read as evidence in behalf of
Jas. P. Wright in a certain suit in Equity
pending in the Circuit Ct of Hanover County,
wherein Brinkley Kelly is plaintiff, and Jas. P. Wright
defendant -

Present, C. H. Conroy, Attorney for deft.

" Jas. P. Wright, Atty for plff.

Attorney for defendant reserves nothing of the ob-
jection made by them on April 5th 1881, when
certain witnesses were examined by counsel for
plaintiff, and which objection was then made
a matter of record by the notary then taking
the depositions.

Jas. Rogers, a witness being duly sworn, de-
poses as follows:

Attorney for plaintiff excepts to the exam-
ination of this witness upon the ground that
he has already been examined in this cause -
What is your name, age, residence, occupation,
and do you know the parties to this suit

1883

Ans.

Jas. Rogers; am 72 years old; live in Hanover County;
am a farmer; and I know the parties to this suit

2nd Q. Is not Nancy J. Wright, one of the parties
defendant to this suit, your daughter?

Ans. Yes, Sir.

3rd Q. Did you ever give her any property after her
intermarriage with Jos Wright; and if so, state
the times when given and amounts as near
as you can recollect.

Ans. I did give her property soon after her mar-
riage. In the first place, I gave her house fur-
niture, two negroes, and some money, at one
time \$100 and lesser sums at other times, and
some oak timber. I gave her during the
war a crop I cultivated, about 75 lb of
corn and other things.

4th Q. What were these negroes worth and what be-
came of them?

Ans. One of them was sold after several years for
\$650 or \$700. or I think about that amount.
The other stayed until the war and then
went away.

5th Q. What was done with the money received
for the slave referred to in the above answer?

Ans. It was put out on interest to the best of my
knowledge for the benefit of Nancy J. Wright.

6th Q. What do you consider to be the total a-
mount of property given your daughter
Nancy J. Wright?

Ans. I should not think less than \$1400 or \$1500.

8th Q. - Do you know what property Jos. Wright owned when he married your daughter?

Ans. I reckon I know. He owned a little piece of land there where he lived, worth very little. I don't know how much. It was a poor piece with no buildings on it. It was worth not more than a \$100 or \$200.

9th Q. - Did not the said Jos. Wright acquire the most of the property owned by him on the 1st day of Jan'y A.D. 1879, by money derived from the property given to his wife by you?

Ans. He did I think. The biggest part of it came that way.

10th Q. - When did you first hear that Jos. Wright had made a deed of his property to his wife?

Ans. I don't recollect exactly, but about the time this law suit was on hand. Don't know whether before the hearing of it or not.

11th Q. - Was it before or after the suit had been heard?

Ans. I can only recollect whether before or after.

12th Q. - Did you ever hear Jos. Wright say that he had made this deed because Kelly had sued him?

Answer I do not know any thing about it

Ans. I didn't I didn't know any thing about it for some time after it was made.

13th Q.

Cross Examination.

1st Q for ~~Ally~~ Ally.

What was the value of the property conveyed by Jas. Wright to Peter B. Prentiss, trustee by deed dated 1st day of Jan'y 1879?

Ans. I don't know.

2nd Q

What was the value of the Abalom Barnes land, containing 125 acres?

Ans. I don't know, two or three hundred dollars maybe.

3rd Q

What was the value of the home place containing 100 acres?

Ans.

I don't know, \$500 or \$600 maybe.

4th Q

What was the value of the Hezekiah Roby land containing 225 acres?

Ans.

Five or six hundred dollars, but I don't know.

5th Q

What was the value of the Wilson Ellis tract containing 50 acres?

Ans.

Not much, I don't think it would have brought more than \$100.

6th Q

What was the value of Asaph Roby tract, containing 35 acres?

Ans.

Not much, I reckon about \$100.

7th Q

What was the value of all ^{personal} property conveyed by him in said deed, including debts due him, household & kitchen furniture, horses, cows, hogs, carts, wagons, farming implements, corn,

5
1
foods, provisions &c.

Ans.

The above line of examination respects to
on the ground that it is irrelevant and im-
material, and for the further reason that
the value of the real and personal property
of the said Jno. Wright is a matter
of public record as shown by books of
Commissioner of Revenue for District No. 1, now
on file in the Clerk's office.

Ans.

I can be correct. Five or six hundred
dollars would not be out of the way.

Qth Q

Do you know of any debts that were due
Jno. Wright at that time? if so, state how
much.

Ans.

Do not know of any. Lended him a bottle of \$75
or \$80.

Qth Q

Re: examination

1st Q

Do you know what the real and personal property
of Jno. Wright was assessed on 1st day
of Jan'y 1879?

Ans.

I do not.

Qth Q

In giving you answers to the foregoing
questions I intended to state positively that
each particular parcel is worth the amt
given in your answers?

Ans.

I think they are worth it, but do not know
clearly further than I have said with not.

Signed - James Rogers

~~J. E. Howard~~

Virginia
Manassas County Court:

J. E. Howard, a notary public
in and for the County of Manassas
in the said state, do certify that
the foregoing dispositions were duly
taken, viewed to, and subscribed before
me, at the time and place and for the
purpose therein mentioned.

Given under my hand this 24 day of
March, in the year 1883

Signed J. E. Howard

Notary Public

Kelly
&
Voylt &

Seam
Leporellin 7
James Rudge

To Nancy J. Vought. Jno T Vought & Peter B. Prentiss
Trustees for Nancy J. Vought.

Please take notice that I shall, on Thursday
the 24th day of July 1884, between the hours of
6 O'Clock A.M. and 6 P.M. of that day, at the office
of Jno H. Wright in Suffolk Va, proceed to take
the depositions of J Thos Baker and others, to be
read as evidence in my behalf in a certain
suit in Chancery now pending and undetermined
in the Circuit Court of Stanismond County,
in which you are Defendants and I am plain-
tiff. And if from any cause the taking of the
said depositions be not begun on that day,
or being begun, they be not completed, the taking
of the same will be adjourned from day to
day at the same place and between the same
hours until they are completed.

Brinkley Kelley
By Counsel.

July 9th 1884

Brinkley Kelly
vs Notice to take
depos.

Nancy J. Voight del.

To 24th day of July, 1884,
at Geo. H. Voight's Office,
in Suffolk Co.

On the 14th day of July, 1884,
I delivered to Nancy J. Voight
John J. Voight and Peter B.
Powers, Trustees for Nancy J.
Voight each, a true copy
of the within notice.

J. J. Coit Dep. for
Geo. L. Folger, Atty.
in Honourable Court

The attorney for the defence waived
nothing of the objection, ^{made} on Apr 5th 1881
when certain witnesses were examined
by counsel for plaintiff, and which
objection was then made a matter
of record by the notary then taking
the depositions and is here repeated

The depositions of J^{thos}. Baker & others, taken before me this 24th day of July 1884 pursuant to notices hereto annexed, to be read as evidence in behalf of Binkley Kelley in a certain suit in Chancery depending in the Circuit Court of Hansemond County, in which the said Binkley Kelley is Plaintiff J^{no} T. Vaught and others are Defendants -

Present J^{no} H. Wright for Pltff

C. St. Cauley for Defendant

J^{thos}. Baker, being duly sworn upon the Oath of a Magistrate deposes as follows: -

1st Q What is your name, age residence and occupation?

Ans J. Thomas Baker is my name, age 40 years, residence Hansemond County, occupation, Mechanic.

2nd Q Have you ever had any conversation with J^{no} T. Vaught relative to the suit brought against himself and others by Binkley Kelley, the Plaintiff & also relative to the deed made by said J^{no} T. Vaught to J^{thos}. B. Pontis Trustee for Nancy J. Vaught, if so, state as briefly & clearly as you can any statements made by J^{no} T. Vaught relative to the same.

General Exception. In this affidavit counsel for defense
or incompetent irrelevant immaterial or immaterial
with respect to the question.

2nd Ans.

(2) I have had a conversation with
Mr Vaight at Mrs Jesse Blunford's. I do
not recollect the time exactly but it was
about the time I was boarding with
him. At the time I was building a house
for J. P. Lee he (Mr Vaight) asked me
questions concerning Mr Kelly's building
a house. That Mr Kelly was going
to put up a store and keep goods or some
thing of that kind and his Vaight's money,
which he expected to get from him Vaight.
That was about all said between me and
Vaight, when Mrs Blunford took him in
charge, and they had a considerable
conversation. And after a while Mrs
Blunford asked Mr Vaight, "Did you convey
your property to his wife to get clear off
paying this debt (being judgment obtained
by Kelly against Vaight) or did you not?"
The reply from Mr Vaight in my presence
was, "I did." That was about all
I said then.

And further this deponent saith not.

J. Thos. Baker Signed)

I William W. Umphlett, being duly sworn
deposes as follows:—

1562 State your name, age, residence & occupation

1st Ans. My name is W^m W. Umphlett age 89 years
residence Hammond County and occupation
farmer.

2nd Q Have you ever had any conversation
with Jas T. Vaught concerning the suit
by Kelley against him & the deed made
by Vaught to Peter B. Prentiss trustee for
Marey J. Vaught, & if so, state where
and what Vaught said concerning the
same?

2nd Ans. I have never had any conversation
with Mr Vaught about the deed.
I was over there (at Vaught's) the day
before new Christmas (Jan 3rd) the year
before the suit of Kelley against Vaught
was decided and there was a d^rkey
who brought him some rent money
& that was the first rent money he
had ever paid. The d^rkey offered
Jas T. Vaught the money in my presence
& he said to him (the negro) carry it
and hand it to my wife. The negro
went in and handed it to his wife &
she (Mrs Vaught) said Uncle Peter ^{Wells} Kelley
you do not owe me any rent money &
he replied that he owed it to her or her
husband or else. She said I did not
know that John charged you any

Excepted to generally by counsel for defense
without waiving any rights.

rent. & said she "go ⁽⁴⁾ back and give it
to him, it is not mine." He turns around
and goes back to Mr Vaught and says
"Mrs Vaught will not have it, it is not
hers." He (the negro) offered it to Jas T. Vaught
and he put out his hand and took the
money. John answered, "Nanny," ^(to wit) right
it is not hers, tho' I give her my
property, says he "I only did it until
my case and his (Kelly's) is decided" &
and says he "I know I shall cast
Mr Kelly, I have everything all right
everything shall be like it was before."
Then he (Vaught) went on to say that he
was going to give Mr Kelly a free
ride. Then he stopped and did not say
anything more about that, and after
the case (meaning suit of Kelly vs Vaught)
was decided he (Vaught) appeared to be
very much interrupted about it as it
was not decided as he expected.

Then I applied to him my self about it
and told him if I was in his place I
would pay it I would not have it
hanging over him, as it would stand
against him and his children after him.
His reply was that he would pay it
but he was not willing to give the

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON *Geo J. Voight & Nancy*
J Voight

me Geo H. Wright, a Notary Public
to appear before the Judge of the ~~Court~~ Court of Nansemond County, at the
~~Court House~~ House of said County, on the *5th* day of *april* next,
to testify and the truth to say on behalf of
Brinkley Kelly.

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

Brinkley Kelly _____ Plaintiff
Geo J. Voight _____ and
Defendant .

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

Witness, *Geo H. Wright, Notary Public*
PETER B. PRENTIS, Clerk of our said Court, at his Office, this *22^d*
day of *March* 1881, in the 10th year of the Commonwealth.

Geo H. Wright, N. P. *>* Clerk.

Executed by delivering a copy hereof, each to John F Wright
and Nancy J Wright.
25th March 1881

J H Rawls Dy for
J. L. Fulham SPP

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting :
YOU ARE HEREBY COMMANDED TO SUMMON *James Rogers &c*

me *Geo H. Wright, a Notary Public*
to appear before the Judge of the ~~Court House~~ Court of Nansemond County, at the
of said County, on the — *9th* — day of *April* ~~next~~,
to testify and the truth to say on behalf of *Brinkley Kelley*

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

Brinkley Kelley ————— Plaintiff
Geo T. Wright, Nancy J. Wright Peter B. Prentiss Insuree and
Defendant *5*.

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

Witness, ~~Geo H. Wright, a Notary Public~~
PETER B. PRENTIS, Clerk of our said Court, at his Office, this *9th*
day of *April* 1881, in the 10 *5th* year of the Commonwealth.

Geo H. Wright, N. P. Clerk.

Executed and a Copy hereof delivered to James
Rogers Sr

J H Rawls Depon
J S Fulgham 8th

To John T Voight and Nancy J.
his wife, and P. B. Prentiss Trustee

TAKE NOTICE, That I shall on the 5th day of April 1881
at the Clerk's Office of Hanson & Co. Suffolk Co.
between the hours of 6 A. M., and 6 P. M., of that day, proceed to take the deposition of
John T. Voight and others, to be read as evidence in my behalf
in a certain suit depending in the Court of
Hanson & Co. wherein I am plaintiff
and you are defendants; and if from any cause, the taking of the said deposition
be not commenced on that day, or if commenced, be not concluded on that day, the taking of the
same will be adjourned and continued from day to day, or time to time, at the same place, and be-
tween the same hours until the same shall be completed.

Brinkley Kelly
by J. F. Lusk
att'y.

Executed by delivering a copy here of each to
John & Wright, Nancy J Wright and Peter B. Prentiss
22nd March 1881.

F. H. Rawb. Secy for
J. L. Sulpham Skiff

At a Circuit Court continued and held
for Nausetown County, the 16th day
of October, 1880.

Brinkley Kelly

Plaintiff

vs E. M. Channing

John L. Voight & al

Defendants.

In this case judgment is reserved
the Court retaining the papers.

A copy tests:

Peter B. Prentiss, Clerk.

Counsel for defence this day appear
before the Notary named in the notice
to take depositions in the above case,
for the purpose of objecting at this
stage of the case the re-opening of
the same, on the ground that it
is now too late in view of the order
entered therein at the last term of the
Court. (which see above)

Suffolk Co.

1881 - April 5th

C. H. Channing, of Counsel
for defendants.

To John H. Wright Esq. (the Notary named
in the notice to take the depositions

Kelly -
to E. Chen - copy done
Octo: June 1888
Vought -

"a"

The depositions of Geo. J. Wright and others,
taken before me, Geo. H. Wright, Notary Public,
at the Clerk's Office, in Suffolk Va, on Tuesday
April 3rd 1881, pursuant to notice hereto
issued, to be used as evidence in behalf
of Pinkley Kelley, in the Chancery cause
now pending in the Circuit Court of Nanse-
mond County Va, wherein Pinkley Kelley is
Plaintiff and Geo. J. Wright, Nancy J. Wright
& Peter D. Prentiss Trustees are Defendants.

~~Before any witness was sworn, the Counsel~~
~~for Defendants filed a note marked "a"~~
Present. J. P. Croaker, Counsel for Plaintiff
& C. H. Canney Counsel for Defendants.

Before any witnesses were sworn, Counsel
for Defendants filed a note marked "a" with
the Notary.

Geo. J. Wright being first duly sworn as affirmed,
deposed and said, as follows.

1st Q By Plaintiff's Counsel. Are you the same Geo. J.
Wright who is one of the Defendants to this
suit, and also the same Geo. J. Wright who is
mentioned as grantor in the Deed of the 1st day
of January 1879 from Geo. J. Wright of the County
of Nansemond to Peter D. Prentiss Trustees for
Nancy J. Wright, filed as an Exhibit in this
Cause?

Ans By direction of my Counsel I decline to testify in
this cause for reasons assigned by them in writing.

2^d Q Please examine said Deed & state whether or not the said Deed conveys all the property which you owned at the date of said Deed or not?

Ans. I decline to answer on the same grounds as stated before.

3^d Q Please state what was the true consideration for which the said Deed was given?

Ans. I decline for the reason stated.

4th Q The said Deed states that the consideration of the said conveyance was the sum of \$1400⁰⁰, received from, by & through your wife Nancy J. Wright, since your intestinacy with her; please state & explain when & in what manner, you received the said \$1400⁰⁰ from, by or through her?

Ans. I decline for the reason stated.

5th Q Do you decline to answer any & all questions?

Ans. I do to day of course, under direction of my counsel.

6th Q Was the said Deed made upon a fictitious consideration?

Ans. I shall not answer the question for the same reason before stated.

7th Q Would you have made the said Deed if the Criminal Law suit of the Plaintiff in this cause had not been instituted against you?

Ans. I shall not answer for reason before stated.

8th Q Was not the said conveyance made with intention to delay, hinder the Plaintiff & his heirs?

Kelley of what you were liable to him for?
ans I answer as I have done before.

I desire to say that I came here prepared to answer fully & completely all questions propounded to me & should have done so but for direction of my Counsel.

Plaintiff's Counsel requests the Attorney General to depose to note the fact that the witness declines to answer any questions & to report that fact to the Court.

And further this deponent saith not.

John J. Wright

Brinkley Kelley, being first duly sworn upon the Holy Evangelist of Almighty God, deponeth and saith as follows:

1st Q Are you the same Brinkley Kelley who is Plaintiff in this cause?

ans I am.

2^d Q Are you the same Brinkley Kelley who was Plaintiff in an action at Law instituted in the Circuit Court of Nassau County against Mrs J. Wright, on the 25th of October 1878 and in which judgment was obtained at the April term of said Court 1879, the record of which is filed in this cause?

ans I am.

3^d Q Did the cause of action alleged in the said record in said suit arise before the institution of said

Suit?

Ans. It did.

4th Q Do you know Geo T. Wright, & if so, how long have you been knowing him

Ans. All my life.

5th Q When was he married to his present wife Nancy J. Wright?

Ans. As far back, or farther than I can remember.

6th Q How old are you?

Ans. About Twenty eight or thirty; I do not know positively.

7th Q I now read to you the Deed of Geo T. Wright to Peter B. Paulis, Justice for & on behalf of Nancy J Wright, the wife of said Geo T. Wright, dated Jan 1st 1879; please state what other property of any the said Geo T. Wright owned at the date of said Deed, other than that therein mentioned:

Ans. Not any, to my knowledge.

8th Q Who is now in possession of the said property?

Ans. Mr. Wright's wife, I suppose.

9th Q Does her husband live with her?

Ans. He does.

10th Q Who is managing the property?

Ans. Mrs Wright, so far as I know.

And further this deponent saith not.

Brinkley Kelly

Allen Ruby, being first duly sworn, deposes & saith as follows:

1st Q Please state your age, residence and occupation.

ans I am thirty four years old, reside in Newsum County, & am a farmer.

2^d Q Do you know Mr Dr J. Wright, and if so how long have you known him?

ans I have been knowing him about as long as I have known any one.

3^d Q How far do you live from him?

ans About three miles.

4th Q How long have you been living in the same neighborhood with him?

ans. Pretty much all my life.

5th Q How long has he been married to his present wife Nancy J. Wright?

ans I really do not know.

6th Q Was he married to her as far back as you can remember or not?

ans. He was.

7th Q I now read to you the Deed of Dr J. Wright to Patience B. Proutis Trustee, for on behalf of Nancy J. Wright wife of said Dr J. Wright, dated Jan 1st 1879; please state what other property the said Dr J. Wright owned at the date of said Deed other than that therein mentioned:

ans. None to my knowledge.

And further this respondent saith not.

Witness:

Geo. H. Wright

Allen ^{his} x Raby
mark.

James Rogers Sr, having been first duly sworn, deposed & saith:

1st Q. What is your age, residence & occupation?
ans. I am seventy years old, reside in Harrison County & am a farmer.

2^d Q. What relation are you, if any, to Geo J. Wright and Nancy J. his wife?

ans. Mrs Wright is my daughter.

3^d Q. When did you daughter marry Geo J. Wright?
ans. Twenty five years ago, about or more than that.

4th Q. Do you live in the same neighborhood with Mr Wright?

ans. I do, about three miles apart.

5th Q. Please state, if you know, what property Mr Geo J. Wright owned on the 1st of Jan 1879.

ans. He owned several tracts of land & some personal property.

6th Q. Did you ever hear Mr Wright say any thing about the Deed he made to his wife?

ans. I think I heard him say he had done such a thing.

7th Q. Did he speak to you about making the Deed before he did make it?

ans. I do not think he did, I don't recollect hearing any thing about it until it was done.

8th Q. What reason did he give for making it?

ans. I do not recollect his giving me any reason.

9th Q. Did he explain to you why he made the Deed to his wife?

1
ans. No, I don't think he did.

10th Q Please state all that you ever heard him say in relation to that Deed?

ans. I don't think he ever explained it to me.

11th Q Do you mean to say that you never heard him say any thing about it?

ans. No, I do not say that, I heard him say that he had made such a Deed.

12th Q Do you mean to say that you have never heard him say any thing about the Deed except that he had made it?

ans. He might have said something about it, but I do not know what, now.

13th Q Where were you when he told you that he had made the Deed?

ans. Either at his house or my own, I can not say definitely which.

14th Q Who were present at the time?

ans. I can not say now whether any one was.

15th Q How came he to mention the matter to you?

ans. I do not know, he told me had done it & might have said he did it to save himself in his suit; I do not know that he used such an expression but that was what I thought.

16th Q What suit do you refer to in your answer?

ans. The matter between him & the Kellys.

17th Q Was the Deed made during the pendency of that suit?

ans. Not that I know of, I think it was before.

18th Q Do you mean before the Seizure was instituted or before the trial?

Ans. Before the trial.

19th Q How do you remember that it was before the trial?

Ans. I think he told me so.

20th Q Did ^{he} tell you so at the same time that he told you he made the Deal?

Ans. I do not positively recollect, but reckon it was all about the same time.

21st Q What did he say about this Seizure that had been entered against him?

Ans. He said he never intended to pay it; he thought he was safe; from the way he talked I inferred that he thought he was safe, as he said he never intended to pay it.

22^d Q In what way did you understand him to say that he was safe?

Ans. I suppose he thought the Deal & other things to keep it might make him safe.

23^d Q What "other things"?

Ans. I suppose he had some allusion to what I had given his wife.

24th Q Why do you suppose he had some allusion to what you had given his wife?

Ans. Only because he had been told that what he got by his wife would have to be made good; that she would come in first.

25th Q

What had he gotten by his wife?

Ans.

I gave her in the first place some furniture, when they first married; then I gave her two negro girls; \$100⁰⁰ at one time in cash, & other things ^{and} timber at one time; and at other times small amounts of money, I can not say how much. The first year of the war, he was in the army & she at my house; I went there & cultivated the farm making 75 Bbls of Corn & a lot of fodder all of which amounting to about \$400⁰⁰ I gave her. He came home when the crop was about made, having furnished a substitute in the army.

26th Q

The Deed of Geo T. Wright to Peter B. Jewett Trustee for & on behalf of Nancy J. Wright his wife, states the consideration of the Deed to be \$1400⁰⁰ received from, by & through the said Nancy J. Wright since ~~intermarrying~~ ^{intermarrying} with her, has that reference to what his wife had received from you?

Ans.

I do not know, how to answer the question,

27th Q

Why don't you know how to answer the question?

Ans

Because I don't know, I would like to answer it correctly if I knew.

28th Q

Do you mean to say that the consideration mentioned in the Deed has no reference to what you gave your daughter?

Ans.

I don't know whether it does or not, I gave her what I did, without any expectation of such a Deed.

29th Q

Can you say whether the consideration mentioned in that Deed had reference to any thing else than what you gave her?

Ans. Not that I know of.

30th Q

When did you give her these things that you have now turned?

Ans. I commenced soon after she was married & gave them along as she needed them.

31st Q

When did you give the slaves?

Ans. Not long after she was married; once I think at the time of her marriage & the other soon after.

32^d Q

What became of the slaves?

Ans. He kept the first one a few years & had to sell her, the other went away after the war commenced.

33^d Q

~~Did you~~ Did you learn from Mr Wright, that he thought that he would be supported by the things that you had given to him or his wife?

Ans. He thought the Deed he had made to his wife would be supported by what I had given her.

34th Q

Did he so tell you?

Ans. Yes, he seemed to think so.

35th Q

Did you & he make a calculation of the amount of what you had given her with interest?

Ans. Yes, we talked the matter over from recollection & concluded about what it amounted to.

36th Q

How much did you & he make it amount to including interest?

Ans. With interest & all I think some three or four

thousand Dollars.

37th Q What did you put the slaves at, if you remember?
Ans. About-forteen or fifteen hundred Dollars, what they were worth then; he told me, I think he \$700⁰⁰.

38th Q When did you make this calculation?
Ans. I think some time after the Suit was brought by Mr Kelly.

39th Q Before or after making the Deed?
Ans. After making the Deed.

40th Q Did Mr Wright tell you that the Deed would be good because it was made before the judgment?
Ans. He did.

41st Q What reason did he give for saying he would never pay Mr Kelly any thing?

Ans. Because he did not think it was just & he did not mean to pay him.

42^d Q When did he say that Mr Kelly's claim was unjust & that he did not mean to pay him?

Ans. Soon after the Suit was ended, I went to see him to know the result; & rather persuaded him to pay it; but he said No, it was not just & that he had made the Deed to his wife.

43^d Q Did he say that he had made the Deed to prevent Mr Kelly from making his recovery?

X
Ans. I don't know that he said that; he said he ~~had~~^{was} safe, that he had made the Deed to his wife times enough.

X
44th Q Why did he make the Deed?

Ans. I don't know any other purpose than to keep

from paying that money to Mely as he was owing us the money himself.

45th Q Did you understand from him that this was his reason for making it?

Ans. I did, & from no one else.

46th Q From whom did your daughter receive any other money or property than from you?

x Ans. No one else that I know of.

47th Q From whom did Mr Wright receive any money or property, by or through his wife than that which came from you?

Ans. No one that I know of.

48th Q When your daughter married Mr Wright was there any marriage contract or settlement of property on her?

Ans. Not that I know of.

49th Q Was there any other contract or settlement of property on her prior to this deed before mentioned of Jan 1st 1879?

Ans. None that I know of.

50th Q I now read the Deed of Mrs J. Wright to Peter D. Prentiss Russel for Henry J. Wright, dated Jan 1st 1879; please state what other property than that therein mentioned Mrs J. Wright owned at the date of said Deed.

Ans. The Deed covers all that I know of at that time.

51st Q Were you familiar with the property that he owned at the date of that Deed?

Ans. I think I was.

52^d Q Did you ever hear of Mr Geo J. Wright say any thing about the suit for damages against him brought by Brinkley Kelly soon after the institution of the suit?

Ans. I heard him speak of the suit & what the damages would be if he could collect it.

53^d Q What did he say about that suit soon after it was instituted?

Ans. He did not seem to form a judgment; did not think it would go against him.

54th Q Did he think it was a just suit?

Ans. He did not.

55th Q Did he think it was an unjust claim?

Ans. He did.

56th Q What did he say in that connection?

Ans. I could not tell.

And further this deponent saith not.

James Bagley

I C. H. Causey, of Counsel for defendant
declined to Cross Examine any of the wit-
nesses for the reasons stated in the note filed
by them, marked "A"

Taken & subscribed before me this 5th
day of April 1881.

Geo. A. Wright

Notary Public.

Notary's Fee.

\$5⁰⁰/₁₀₀

Kelly
75

Traight & Co.

Deposits.

Brinkley Kelly
vs

John D Voight & als

It appearing that there has been no order or proceeding for five years in this cause, it is ordered that it be stricken from the docket with leave to re-instate with good cause within one year from this date.

5

Brinkley Kelly
vs
John F Vought &c

Oct 12th 94
who entered
CMA

Entered in Chancery
Order Book No. 2
Page 588.

Brinkley Kelly

v

John T. Voight et al

The petition of S. J. Godwin and
J. H. Crocker late partners and lawyers doing
business under the firm a style of Godwin & Crocker,
respectfully represents, that they has been informed that
the said Brinkley Kelly and the said John T. Voight have
within the last few days compromised the and
settled as between themselves the judgment and other matters
involved in the above entitled suits. That the said com-
promise and settlement was made without the knowledge
or consent of your petitioners or of either of them, and they
repudiated & protested against said settlement as soon as the
information was received. Your petitioners further rep-
resent that they were employed by the said Brinkley Kelly
to bring the common law suits in the proceedings of said above
of entitled cause, and the said Brinkley Kelly being without
means to pay or to secure reasonable fees for the prose-
cution of said suits, agreed with your petitioners to give
them as their fee one half of the amount that might be
received. By their services as solicitors of the said Kelly
they succeeded in securing the said judgment; and the said
John T. Voight having in view of said anticipated judgment,
made a fraudulent conveyance of his property, your petitioners
as solicitors of the said Kelly instituted the said Chancery
cause to set aside the said deed of conveyance, and to
subject the property therein mentioned to the satisfaction of
said judgment, and as solicitors procured the said
suit, until when John H. Wright Esq. was also
employed by the said Kelly as counsel in said suits, but

and a payment of the said John H. Wright was made under
hand of your petitioners, and solely in account of the
said Kelly, without in any way interfering with your
petitioners' payment or their agreement with the said Kelly as to
their fees and interest in the said suits, and the ^{amount} ~~amount~~ that
might be recovered, and the said John H. Wright in no
way affected your petitioners or their interests or rights
in said suits.

That your petitioners by their said professional
services acquired a lien on the said judgment for
the amount of their fees, and on the property in the
said bills mentioned, and they allege that the said John
H. Wright before and at the time of his paying
the said Kelly the said money and taking said receipt,
had knowledge and notice of your petitioners' lien
and knew that their fees in the said suits had not
been paid, and that they were due and owing.

Your petitioners are informed, and believe and therefore
allege that the said Kelly has no pecuniary responsibility
as to nothing and of which the said John H. Wright
can make them said fees. and that they must
wholly lose their fees for their said profes-
sional services, unless their lien aforesaid be
protected and enforced.

They allege and claim that the aforesaid settlement between
the said Kelly and Wright does not affect the rights of
your petitioners in the aforesaid premises, and that they
have the right to enforce them as to their fees in as full
manner as if the said settlement had not been made.

In consideration whereof your petitioners pray that
they may be adjudged to be entitled to one half of the said

judgment, as that the same may be enforced
against the lands in the proceedings of said suit
mentioned, that the said J. T. Wright may be
required to answer his petition, his answer or oath is
waived, and that all further and general relief
may be granted your petitioners what the nature of the
case may require or to Equity shall seem most to grant
and they will ever pray &c.

Godwin & Bruckner

by J. F. Bruckner

Buddy Key

v 3:

John F. Wright as

Relation of
Godwin & Crocker

1887. Nov. 5? ^{filed} _{city}

In the Circuit Court of Mansueta County
The answer of John P. Voight, one of the defendants
to the bill of complaint exhibited against him
and others in the Circuit Court of Mansueta
County by Brinkley Kelly complainant,
This defendant, now and all times hereafter,
saving and reserving unto himself all benefit
and advantage of exception which can or may
be had or taken to the many errors, uncertainties
and other imperfections in the said complain-
ant's said bill of complaint contained, for
answer thereto, or unto, so much and such parts
thereof as this defendant is advised is or are
material or necessary for him to make answer
unto, This defendant answering, saith 1st;
That while it is true as alleged in the bill
of complaint that the said defendant John
P. Voight was possessed on the 1st day of
January 1879 of the several tracts of land
therein mentioned, and also of certain personal
property, he, the said Voight was not indebted
to any person either within or beyond the limits
of this Commonwealth and that he under the
laws had a legitimate right to dispose of
his property aforesaid in any manner he chose.

2nd The said defendant says that he did
not make the conveyance aforesaid with any
intent to "delay hinder and defraud the
the complainant" of what he was lawfully

intitled to" for your respondent never considered that there was anything due and owing to the said complainant and alleges furthermore that the said conveyance was not made with any consideration whatever as to any claim the complainant could or would ever have against him, nor did he think at any time previous to the verdict of the jury in the matter in the Bill of Complaint mentioned that any judgment would ever be entered against him, Moreover this respondent thought that he had a perfect right to carry out a promise long since made to the said Nancy J. Voight his wife to convey to her the property aforesaid when the same was wholly unincumbered.

3rd The said defendant further says that twenty years ago he promised the said Nancy J. Voight his wife that whatever he received by or through her should be secured to her for her and her children and your respondent in this connection alleges that he has received property through her amounting to eighteen or nineteen hundred dollars, and all the property he now owns except 95 acres was accumulated since 1865 and the means were in a great measure derived from the help received from the resources coming through his wife.

Your respondent will show at the proper time that at least One thousand dollars of the amount

received through and by his wife was the proceeds
of property given her by her father James Rogers
Your respondent also says that the piece of the
property as set forth in the said deed to P B Prentiss
Trustee is more than the aforesaid value thereof
and that the said deed is in all respects legal
and binding and that the same is not liable
for any claim against the defendant arising
out of matter since the deed aforesaid was
executed

And this defendant denies all the allegations
of the complaint in his said bill contained,
and having fully answered the said complaint
your respondent prays him to be dismissed
with his reasonable costs in this behalf exp=
ended and he will ever pray &c

C N Causey per

State of Virginia

Norfolk County to wit }
}

This day John T Wright personally appeared
before me and made oath that the statements
contained in the said answer are true

Given under my hand this 3rd day of January
1880

C N Causey
Notary Public

A copy Teste

P B Prentiss Clerk

John L. Wright

at: } Answer

Brinkley Kelly

In the Circuit Court of Hampshire
County -

The Answer of Mary J. Voght-
one of the defendants, to the bill of Com-
plaint exhibited against her and others
in the Circuit Court of Hampshire
County by Bimble Kelly Complainant.

This defendant, now and at all
times hereafter, saving and reserving
unto herself all benefit and advantage
of exception, which can or may
be had or taken to the manner,
uncertainty and other imperfec-
tion in the said Complainant's said
bill of Complaint contained, for
answer thereto, or so much and
such parts thereof as this defendant
is advised is or are material
or necessary for her to make answer
unto, answering saith

1st: That if there be any fraud, or if
at the time of the execution of the
deed in the bill of Complaint
mentioned there was any fraudu-
lent intent, this respondent is ut-
terly ignorant of any such fraud
or fraudulent intent and never
was nor is a party thereto and

not only had no notice of any fraudulent intent but never had the least suspicion of any such purpose in the execution of the said deed from John T. Voight, her husband, to Peter B. Prentiss trustee for her benefit - and furthermore would have spurned the entertainment of such a proposition from any source, even though she were to be the beneficiary -

Your respondent further states that by the execution of the deed aforesaid the said John T. Voight has simply fulfilled the promise long since, and repeatedly thereafter made her, that in consideration of the property she brought him by marriage, and furthermore in consideration of his natural love and affection for her and their numerous offspring he would

make such a provision for her and for them (the children) as is set forth in the deed in the proceedings mentioned.

Your respondent was informed

and still is of the opinion that the
consideration was such as would
be deemed valuable in law
and therefore neither fraudulent nor
void -

And your respondent further says
that since the execution of the
deed aforesaid she has exercised
all the right and privilege of
ownership over the said property
and that all ~~debt~~ debts incurred since
that time for the maintenance
of her family and for carrying
on the farm have been charged
to her and she has given her spe-
cial promise and obligation for
the same.

And this respondent denies all the
allegations of the Complainant in
his said bill of complaint con-
tained and having fully answered
the said ^{so far as it relates to her} bill, your respondent
prays hence to be dismissed with
her reasonable costs and charges
in this behalf expended, and she
will even pray &c

Nancy S. Wright

State of Virginia
Hammond Co, to wit

This day Nancy
J. Wright personally appeared before
me and made oath that the
statement contained in the said
answer are true.

Given under my hand this
2nd day of October 1880.

C. H. Causey
Notary Public

Nancy J. Wright

ack'd Answer

Burnhley Kelly

Filed.

In the Circuit Court of Hampshire County
The Answer of Peter B. Prentiss Trustee,
one of the defendants to the Bill of
Complaint exhibited against him
and others in the Circuit Court of
Hampshire County by Benjamin Keely
Complainant -

This defendant, now
and at all times hereafter reserving
all right, benefit and advantage
of exception &c. to the many errors
uncertainties &c. in the said Bill
of Complaint contained, for
answer thereto saith -

That he never at any time had
any notice or intimation of
fraud in the execution of the
deed from John J. Voight to him-
self as trustee for Nancy J. Voight,
nor did he know anything of the
contents of the deed until it
was executed and brought to
him in his official capacity of
~~the~~ Clerk of the Court of Ham-
shire County for recordation
and emphatically repels all charge
or insinuation of connivance in
the execution of an instrument

to defend the Complainant or
any other party having any legal
claim whatsoever against the
said John L. Voight--

And this respondent denying all
allegation as to himself in such bill
contained and having answered fully
as to himself prays hence to be dis-
missed with his reasonable costs
and charges in this behalf, And he
will ever pray &c

(Signed)

Peter B. Prentiss, Trustee.

State of Virginia
Dorchester Co: To wit

This day Peter
P. Prentiss personally appeared before me
and made oath that the statement
contained in said answer are true.
Given under my hand this 2^d day
of October 1880

E. H. H. H.
Notary Public

P. B. Periti
ack { ~~Answer~~

Brinkley Kelly

In the Circuit Court of Hausenwald County

The answer of John T. Voight, one of the defendants, to the bill of complaint exhibited against him and others in the Circuit Court of Hausenwald County by Kelly complainant.

This defendant, now and at all times hereafter, saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said complainant's said bill of complaint contained, for answer thereto, or unto, so much and such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto, this defendant answering, Saith. 1st: That while it is true as alleged in the bill of complaint that the said defendant Jno. T. Voight was possessed on the 1st day of January 1879 of the several tracts of land therein mentioned and also of certain personal property, he, the said Voight was not indebted to any person either within or beyond the limits of this Commonwealth and that he under the laws had a legitimate right to dispose of his property aforesaid in

any manner he chose.

2nd: The said defendant says that he did not make the conveyance aforesaid with any intent to "delay hinder and defraud" the complainant "of what he was lawfully entitled to" for your respondent never considered that there was anything due and owing to the said complainant and alleges furthermore that the said conveyance was not made with any consideration whatever as to any claim the complainant could or would ever have against him nor did he think at any time previous to the verdict of the jury in the matter in the Bill of Complaint mentioned that any judgment would ever be entered against him. Moreover this respondent thought that he had a perfect right to carry out a promise long since made to the said Nancy J. Vought his wife to convey to her the property aforesaid when the same was wholly unencumbered.

3rd: The said defendant further says that twenty years ago he promised the said Nancy J. Vought his wife that whatever he received by or through her should be secured to her for her and her

children and your respondent in this connection alleges that he has received property through her amounting to Eighteen or nineteen hundred dollars. and all the property he now owns except 95 acres was accumulated since 1865 and the means were in a great measure derived from the help received from the resources coming through his wife.

Your respondent will shew at the proper time that at least One thousand dollars of the amount received through and by his wife was the proceeds of property given her by her father ~~William~~ ^{James} D. Rogers.

Your respondent also says that the price of the property as set forth in the said deed to P. B. Prentiss Tenet &c is more than the assessed value thereof and that the said deed is in all respects legal and binding and that the same is not liable for any claim against the defendant arising out of matter since the deed aforesaid was executed.

And this defendant denies all the allegations of the Complainant in his said bill contained. and having fully answered the said Complaint - your

respondent prays hence to be dismissed
with his reasonable costs in this be-
half expended and he will ever pay &
C. H. Causery per d.

State of Virginia
Harrison County to wit {

This day John L. Wright per-
sonally appeared before me and made
oath that the statements contained in
the said answer are true

Given under my hand this 3rd day of
January 1880.

C. H. Causery
Notary Public

John L. Wright
ack. J. Answer
Brinkley Kelly

4.
Filed January
5th 1880
C. H. C.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON
and *Wm Umphlett,*

Jos Baker, James C Parker

at the Office of John H Wright in the Town of Suffolk.
to appear ~~before the Judge of the~~

~~Court of Nansemond County, at the Courthouse of~~

~~said County,~~ on the *24th* day of *July*, 1884 *This month.* ~~next~~ to testify and the truth to say
on behalf of *Brinkley Kelly*

the Circuit Court of said County
in a certain matter of controversy in ~~our said Court~~ depending and undetermined between *said*

Brinkley Kelly.
and

Plaintiff ,

John T Wright & al.

Defendant.

And this the witness ~~es~~ shall in no wise omit, under the penalty of \$100 each. And have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *14th* day of *July*
1884, in the 10⁹th year of the Commonwealth.

Peter B. Prentis CLERK.

Executed July 15th 1884 and a copy
hereof delivered to each of the within
named witnesses

J. T. Cox left for
J. L. Fullham ship

Frank May Kelly

4
20 S. Chas.

John T. Wright del.

To 24th day of July, 1884,
at Geo. H. Wright's Office
in Suffolk, Va.

C. W. Co.
Chas.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *John J. Voight, Nancy J. Voight*
and *Peter B. Prentis, Trustee,*

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 an
amended Bill in Chancery, exhibited against *them,*
in the said Court by *Brinkley Kelly.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *24th* day of *August* 1882, in the *107th*
year of the Commonwealth.

Teste:

Peter B. Prentis, Clerk.

1882. Septem 1st. Executed, and a true copy being delivered to
John J. Voight, Nancy J. Voight and Peter B. Prentiss, trustees; each

Wm. H. Davis Dyff
J. H. Feltman Shoff

74 Sep 1

Jas. F. Crocker
Jno. H. Voight } p 9
Brinkley Kelly

2^d { Sum^s in Chy.

John J. Voight, Nancy J.
Voight and Peter B. Prentiss,
Trustee

To September Rules, 1882

Pro. B. No. 1. Page
Cir. Co.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON *Peter F. Duke and Allen
Raby*

before Jno: H. Wright, a Notary Public for
to appear ~~before the Judge of the~~ *Court of* Nansemond County, at the *Clerk's*
Office ~~Court House~~ of said County, on the *5th* day of *April* next, ~~to~~
to testify and the truth to say on behalf of *Brinkley Kelly,*

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

Brinkley Kelly

Plaintiff
and

John J. Voight & others

Defendants.

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

Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *29th*
day of *March* 1881, in the 10 *5th* year of the Commonwealth.

Peter B. Prentis Clerk.

Executed or one of the within named parties
J. D. Kelly

Brinkley Kelly

25 { 5th

John J. Voight & Co

To 5th day of April, 1881
at the Clerk's Office, in
Suffolk, Va. at 10 o'clock
a.m.

To John T. Voight, Henry J. Voight
and P. B. Prentiss Trustees

TAKE NOTICE, That I shall proceed on the 10 day of August 1880
at the Clerk's office of Hanson County
between the hours of 6 A. M., and 6 P. M., of that day, proceed to take the deposition of
P. B. Prentiss and others, to be read as evidence in my behalf,
in a certain Suit in Chancery depending in the Circuit Court of
Hanson County wherein I am plaintiff
and you are defendants; and if from any cause, the taking of the said depo-
sition be not commenced on that day, or if commenced, be not concluded on that day, the
taking of same will be adjourned and continued from day to day, or from time to time, at
the same place and between the same hours until the same shall be concluded.

Brinkley Kelly
by J. F. Crocker atty.

Brinkley Kelly

$\frac{1}{27}$ { Notice to take
Depts:

Ino: J. Voight & Co.

To 10th: Aug: 1889. at the
Clerk's Office.

Executed and copy of
the within delivered
to John J. Voight
and Nancy J. Voight and
P. B. Prentiss Trustee
J. L. Lufham
S. M.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *John J. Voight Nancy J. Voight, wife of the said John J. Voight, and Peter B. Prentis, Trustee,*

to appear at the Clerk's Office of the Circuit Court, Nansemond County, at the Rules to be held for the said Court, on the first Monday in *July* next, to answer a Bill in Chancery, exhibited against *them* in the said Court by *Brinkley Kelly.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* 187*9*, in the *103rd* year of the Commonwealth.

Teste:

Peter B. Prentis, Clerk.

Edwin Crocker, Esq.

Bainbridge Kelly

Sum. in Chq.

John J. Voight Esq.

In July Rules, 1879.

1879, July 7th Executed, and a true copy hereof delivered to John J. Voight, Nancy J. Voight, wife of the said John J. Voight, and Peter B. Prentiss, Trustee, each.

J. L. Latham Shff

Pro. B. No. 1. Page 131
Cij. Co.

To the Circuit Court of Cause-
mond County, Va.:—

In pursuance of the decree entered the 4th. day of June A.D. 1886 in the suit in Chan-
cery in said ^{Court} depending between Brinkley Kelly, Complainant, and John P. Wright and his wife and others. Defendants, a copy of which decree is hereto at-
tached; the undersigned, Wilbur J. Kilby, one of the Commis-
sioners in Chancery of said Court, to whom the papers in said suit had been referred for the purposes stated in said decree, respectfully reports to Court that after he had given notice to the parties to said suit, — a copy of which no-
tice is hereto attached, — he proceeded at his office in Suffolk Va. to take and state on this 22nd. day of September 1886, the several accounts re-
quired by said decree to be taken and stated and, hav-
ing completed the proceedings herewith submits the result as

follows:

Account No. 1

An Account of the several parcels of real estate mentioned and described in the Bill in said suit, showing the fee-simple and annual values of the same.

- | | |
|---|--|
| 1 | Parcel No. 1 Known as the "Absalom Barnes Land" said to contain 125 acres, was found by survey to contain 142 acres, and is situated in Cypress Magisterial District in said County and is bounded by the lands of James Langston, B. P. Baker, John Rountree, Elkanah Harrell and the David Parker land, its annual value being — \$ 20 00 and its fee-simple value — \$ 200 00 |
| 2 | Parcel No. 2 Known as the "Home Place", containing 100 acres, more or less, is situated in said District and County and bounded by the lands of Miles Rountree |

Thomas Green, Jethro Green, Riddick Humphlet, W^m Humphlet, Elijah D. Harrell, Riddick Barnes, and Samuel Baker's estate: its annual value being = \$ 75 00
and its fee-simple value = \$ 700 00

3 Parcel No. 3, Known as the "Hezekiah Raby Land", containing 225 acres, more or less, is situated in said District and County and bounded by the lands of W^m Ellis, Riddick Humphlet, Joshua B. Harrell, Thomas M. Raby, Abram Griffin, Eliza Raby, Amos Riddick and others, its annual value being = \$ 30 00
and its fee-simple value = \$ 338 00

4 Parcel No. 4 Known as the "Wilson Ellis Tract", containing 50 acres, more or less, is situated in said District and County and bounded by the lands of Eliza Raby, Joshua M. Harrell and Amos Riddick, its annual value being = \$ 10 00
and its fee-simple value = \$ 100 00

Involved in Suit in
Equity in C. C.

5 Parcel No. 5 Known as the
 "Respass Raby Land", containing
 35 acres, more or less, is situ-
 ated in said District and
 County and bounded by the
 lands of Eliza Raby, Jesse
 Dunford, Richard Griffin,
 Wm. H. Brothers and Joshua
 M. Harrell - its annual
 value being - \$10 00
 and its fee simple value - \$100 00

Recapitulation:

Annual value of Parcel No. 1.	\$20 00	
" " of Parcel No. 2	75 00	
" " " " " 3	30 00	
" " " " " 4	10 00	
" " " " " 5	10 00	
Fee simple value of Parcel No. 1		200 00
" " " " " 2		700 00
" " " " " 3		338 00
" " " " " 4		100 00
" " " " " 5		100 00
Total	145 00	1438 00

The above list includes all the real
 estate of said John T. Wright, mention-
 ed in said Bill.

Account No. 2

An Account of the liens on said
real estate with the amounts and
priorities thereof

Under this head the Com-
missioner reports as follows:

Atto.

First Lien

Wright &
Crocker.

1. A Judgment obtained the
11th day of April 1879 in the Circuit
Court of Chautauque County by
Brinkley Kelly against said
John T. Wright and docketed the
28th day of April 1879 in the office of
the Clerk of the County Court of said
County for the sum of —

\$ 500 00

Interest from 11 April 1879 to
11 Octo. 1886 — 7 y. 6 m.

225 00

\$ 725 00

Second Lien

W. J. Kilby

2. A deed of trust made by said
John T. Wright and wife on 1 July
1884 and recorded in said office
on page 354 of deed book No. 13 to
secure to Darden & Eley the pay-
ment of the sum of —

\$ 500 00

Interest from 1 July 1884 to 20
July 1885 — 1 y. 20 ds.

31 67

Carried on

531 67 725 00

brought on	531 67	725 00
Paid 20 July 1885	50 00	
	481 67	
Interest on \$481.67 from 20 July 1885 to 5 Sept. 1885. - 1m. 15 ds.	3 61	
	485 28	
Paid 5 Sept. 1885	40 00	
	445 28	
Interest on \$445.28 from 5 Sept. 1885 to 1 Jan. 1886 - 3m. 26 ds.	8 62	
	453 90	
Paid 1 Jan. 1886	50 00	
	403 90	
Interest on \$403.90 from 1 Jan. 1886 to 11 Octo. 1886. - 9m 10 ds.	18 85	422 75

Third Lien

3. A deed of trust made by said John P. Voight and wife on 1 Octo. 1885 and recorded 3 Dec. 1885 in said Clerk's office on page 552 of deed book No. 15 to secure to Joshua B. Harrell the payment of the sum of —

Interest from 11 Dec. 1885 to 11 Octo. 1886. - 10m.

Total liens

\$ 100 00	
5 00	105 00
\$ 125 00	

\$ 1252 75

The above mentioned deed of trust dated 1 July 1884 also secured a debt of \$75. due by said John T. Wright to Joseph P. Webb, and the other deed of trust mentioned above also secured a debt of \$200. due by said Wright to said Darden & Eley, but these two debts have been paid.

The said judgment is a lien upon all the above-mentioned land, except, perhaps, the parcel numbered 1 known as the "Absalom Barnes Land".

The said debt of \$422.75 due to Darden & Eley is secured by both of said deeds of trust, while the said debt of \$105. due to said Joshua B. Harrell is secured only by said deed of trust dated 1st. Octo. 1885.

The said deed of trust dated 1 July 1884 is a lien only upon the parcel of land numbered 3 above, known as the "Hezekiah Raby Land", while the other deed of trust is a lien only upon the parcel of land numbered 2, known as the "Home Place" of said John T. Wright.

and upon the parcel numbered 4 above known as the "Wilson Ellis Tract".

The foregoing are the only liens upon said lands.

The rents and profits of said lands will not pay said judgment in five years.

By a deed of Bargain and Sale dated the first day of January 1875, said John T. Wright and wife for the sum of \$325. sold the parcel of land numbered 1 above, known as the "Absalom Barnes Land", to Jethro Wiggins, who paid said Wright the sum of \$50. cash on account of the purchase-money and gave his three bonds to said Wright for the balance, namely, one bond for \$75. payable 1 Jan. 1876, one for \$100 payable 1 Jan. 1877 and one for \$100 payable 1 Jan. 1878. The first of these Bonds was paid 22 March 1877, the second in June 1878 and the third in August 1884. The deed was delivered to a third person, who held it as an escrow

until the entire purchase-money had been paid and then it was delivered to said Wiggins who on 20 day of August 1884 caused it to be recorded, and it was recorded on page 442 of deed book ch. 13 in said office. The sale was a bona fide transaction for a valuable consideration actually paid. The land is valued above at \$200. which is \$125. less than said Wiggins gave for it, but this is so done because the land is not worth so much as when Wiggins bought it, owing to the fact that he has cut the timber off of it. It is now assessed for purposes of taxation at \$187.50.

By a deed dated the first day of July 1885 and recorded on page 551 of deed book ch. 15 in said office, said Wright and wife for a specified consideration of \$75.00 conveyed the parcel of land numbered 5 above, known as the "Respass Baby Land" to their daughter Emily J. wife of Matthew Matthias, but said Wright has informed your

Commissioner that the deed was
a voluntary conveyance for some
services rendered by said daughter
to her mother during the latter's
sickness on some occasion.

Respectfully submitted this
22 day of September A.D. 1886.

Wilbur J. Kilby
Counr. in Chancery

Counr's. fee \$30.

To

Brinkley Kelly ----- Complainant

and

John T. Wright and Nancy J. Wright wife
of the said John T. Wright and Peter B.
Prentiss, Trustee, ... Defendants.

You are hereby notified that on the 22nd day of September 1886
at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and
settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the
decree of the Circuit Court of Hansemond County, Va., rendered the 4th
day of June 1886 in the suit in chancery pending in said Court to which you
are parties plaintiff and defendant S, to wit:

1. An Account showing whether the rents and profits of the real estate in the Bice in said suit mentioned will within five years pay and satisfy the judgment in favor of the Complainant, Brinkley Kelly, in said suit mentioned.
2. An Account showing the fee-simple and annual values of the several parcels of said real estate.
3. An Account of the liens on said real estate with the amounts and priorities thereof.

Given under my hand, as Commissioner in Chancery of said Court, this 4th day of
September 1886

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this notice
is hereby accepted and acknowledged by
us this 4th day of September 1886.

Peter B. Pentes, Trustee.
Geo W. Wright Atty for
Drinkley Kelly.

Kelly

17.

Wright

In the Clerk's Office of the Circuit
Court of Hansemond County on
Saturday the 5th: day of June A.D.
1886. the following Decrees pro-
nounced on the 4th: day of June A.D.
1886. in the following causes have
been by George Blow Esquire ordered
to be entered in vacation to wit:
Brinkley Kelly Plaintiff.
Against } In Chancery
John T. Bright Nancy J. Bright
and Peter B. Trent's Trustee } Defendants.

In this cause the de-
fendants by counsel having ex-
cepted to the reading of the depositions
taken by the Plaintiff on the 5th day of
April 1881 this day moved the Court
to dismiss the supplemental bill filed
by the plaintiff, alleging the loss of the
record in the former cause for the
reason that the Chancery order book
of this Court shows that the record
in the original suit was in the
hands of the Judge of this Court
under an order entered therein
on the 16th: day of October, 1880, copy
whereof is filed in the cause and
that since the filing of the said
supplemental bill the said origi-
nal record has been found,
and is now before the Court
under an order of April 1885,

which motion was argued by counsel whereupon the Court over-ruled the said exceptions and motion of the defendant and entered final decree.

Brinkley Kelly

Plaintiff.

Against } In Chancery

John T. Voight, Nancy J. Voight, } Defendants.
wife of the said John T. Voight,
and Peter B. Prentiss, Trustee. }

and

Brinkley Kelly

Plaintiff

Against } In Chancery

John T. Voight, Nancy J. Voight, } Defendants.
and Peter B. Prentiss, Trustee. }

These causes which the court treats as one, came on this day to be heard together in vacation upon the bills filed in the same and the exhibits filed therewith and upon the answers of the defendants to the original bill and the general replications thereto, and the examination of witnesses and the exceptions of the defendants to the reading of the depositions taken on the 5th day of April 1881, and was argued by counsel, on consideration whereof the court doth overrule the said exceptions of the defendants to the reading of the said depositions taken on the 5th day of April 1881. and doth adjudge

order and decree that the deed of the said John T. Wright to Peter B. Pentis, Trustee for and on behalf of Nancy J. Wright, the wife of the said John T. Wright, bearing date on the 1st day of January 1879, and in the bill mentioned, is fraudulent and void as to the judgment and debt of the Plaintiff against the said John T. Wright in the bill mentioned and that the said deed be and is hereby annulled, set aside and cancelled as to the said debt, and that the real estate in the said deed mentioned is liable to the said judgment and the Court doth further adjudge order and decree that one of the Commissioners of this Court doth ascertain and report to the Court whether the rents and profits of the said real estate will within five years pay and satisfy the said judgment, and he will also ascertain and report the fee simple annual values of the said several pieces of the said real estate and the said Commissioner will also ascertain and report what liens are on the said real estate and the priorities of the said liens.

Teste;

Peter B. Pentis, Clerk

vs. } In Chy.
Voight & al.

22 Sept. 1886

Brinkley Kelly

vs. } In Chy.

Voight & al.

Report of Land
and liens upon
the same.

22 Sept. 1886

1886. Sept. 22nd Filed.
C.K.

Virginia

Plas at the Court House of the County of
Nansmond, before the Circuit Court said
County on Tuesday the 11th day of April
A D 1879.

Be it remembered that heretofore, to wit: on the
25th day of October 1878 Brinkley Kelly, and send
out of the Clerk's Office of said Court, a summons
against John I Voight. which summons with
the endorsement and return thereon is in the
words and figures to wit:

"The Commonwealth of Virginia

" To the Sheriff of Nansmond County Greeting
" You are hereby Commanded to summon John
" I Voight, if he be found in your bailiwick,
" to appear at the Clerk's Office of our Circuit
" Court, for our said County of Nansmond, at the
" Rules to be holden for the said Court, on the first
" Monday in November next, to answer Brinkley
" Kelly, of a plea of Trespass on the Case in libel.
" Damages \$3000. And have have then and
" there this writ. Witness Peter B Parentis, Clerk of
" our said Court, at the Office aforesaid, this
" 25th day of October 1878, in the 103^d year of
" our foundation.

Peter B Parentis Clerk"

Endorsed" Trespass on the Case in libel.
Return " 1878 October 25th I acknowledge service
Gordon & Brothers per"

of the within summons, and that I have received
a copy of the same

John I Voight "

And at another day, to wit: at rules held in the
Clerks Office of the said Court on Monday the
4th day of November 1878 the plaintiff filed
his declaration. Which declaration is in the
words and figures to wit:-

" Circuit Court

Nansemond County, to wit:

Brinkley Kelly Plft:

Complains of John I Voight Deft: of a plea
of trespass on the case: For that whereas the
said Plft: now is a good, true, honest & respect-
able Citizen of the State of Virginia, & as such
has always, from his childhood upto the present
time, behaved & governed himself & has for
all the time aforesaid been held & reputed
to be a man of truth, good name, fame &
credit: Yet, the said Deft: well knowing all
& singular the premises aforesaid, but contriving
& maliciously intending, wrongfully & unjustly
to injure the said Plft: in his aforesaid veracity,
good name, fame & credit, & to bring him into
public scandal, Contempt, ignominy and
disgrace, on the — day of —
1878, to wit: in the County aforesaid, did

falsely & maliciously, willfully & design^{ly}
Compose & print & caused to be composed &
printed, and did utter & publish & cause
to be uttered and published in certain
Cards, handbills or posters, by sticking up
distributing & posting throughout the said
County, in public places on the day & year
last aforesaid & at times subsequent thereto,
the said Cards, handbills, or posters, a certain
scandalous, infamous & malicious libel of &
concerning the said Plt: containing therein
the false, scandalous, malicious & infamous
matter following of & concerning the said
Plt: to wit: "Notice! This is to certify that
Brinkley Kelly did on the 23rd, day of March
1878., at a certain Magistrates Court, swear
to lies, & it was proven. He also swore to lies
& then acknowledged them. Some contra-
dict it, but I say if any body doubts it &
demands proof they can get it."

By reason & means of the composing, printing,
uttering & publishing, & the procuring the
composing, ^{printing} uttering & publishing of the said
Card, handbills or posters containing said
false, scandalous, & infamous libel &
libelous matter, ^{heretofore} mentioned of and concern-
ing the said Plt: the said Brinkley Kelly,
he the said Plt: has been & is greatly injured

& prejudiced in his character, standing & reputation & to his damage \$3000 - & therefore he brings his suit

Godwin & Crocker
P. G. "

Whereupon the defendant having been duly summoned and failing to appear, on motion of the said plaintiff, by his attorneys, it was ordered that judgment be entered for the plaintiff against the defendant for ^{and} ~~what~~ ^{the} damages the plaintiff hath sustained in the delinquency mentioned, unless the said defendant shall appear and plead to issue at the, then next rules.

At which day to wit: At rules held in the clerk's office of the said Court on Monday the 2nd day of December 1878. The defendant still failing to appear, on motion of the Plaintiff by his attorneys, it is ordered, that the last order made against him in this cause, be confirmed, and that the Plaintiff's damages be ascertained by a jury, at the next Term.

And now at this day, to wit: At a Circuit Court. Continued and held for the County of Hansemond on Friday the 11th day of April AD 1879, the same day and year first herein

Costs

Clk: \$8.60

Atto: 2.50

Stff: 2.40

Witnesses 5.12

Writ: try 3.00

\$21.62

Fr: Fr: 26.00

1879

mentioned on the motion of the Defendant by
his Attorney who pleaded not guilty and justifi-
cation, to which the Plaintiff's ^{by the} Attorney replied
generally it is ordered that ^{the} judgment obtained
in the office against the said Defendant be
set aside - Thereupon came a jury, to wit:
John V. Redd, Wiley W. Parker, James O. Savage,
Dempsey Lapiter, Joseph B. McGuire, William
J. ~~Miller~~ ^{Coleman}, Ambrose Cartwright, Philip Becker
Francis E. Parker, Elliott J. Driver, E. L. Ramsay,
and Elisha R. Loopland, who being elected
tried and sworn, the truth to speak, on the
issues joined, on their oath returned the
following verdict "We the jury find for the Pla-
intiff, and assess the damages at five hund-
red dollars and costs" Therefore it is consid-
ered by the Court that the Plaintiff recover of
the Defendant the sum of five hundred dol-
lars with legal interest thereon from this date
until paid and his costs by him about his
suit in this behalf expended. And the said
Defendant in mercy &c.

Teste:

Peter B. Peritt. Clerk

Brinkley Kelly Xind.
vs { Copy Record
John T. Voight.

Burkley Kelly

John T. Wright et al.

This ^{day} came the defendant
John T. Wright by his attorneys and produced and by
leave of the Court filed a receipt of the plaintiff, Burkley
Kelly, acknowledging the receipt of four hundred dollars
in full satisfaction of the judgment in the proceedings of
this suit. mentioned, and of the dollars in satisfaction of
the costs of this suit. and thereupon moved the Court to ~~that~~
order to enter a decree to dismiss this suit, which motion
J. F. Crocker on behalf of Hedden & Crocker resisted, and asked
leave to file their petition, which motions having been
argued by counsel and considered by the Court the Court re-
fuses to dismiss this suit, ~~and~~ at this ~~time~~ ^{time} and
grants leave to Hedden & Crocker to file their petition
which is accordingly done, and will continue this
cause until the next term of the Court.

Burley Kelly

v }

Jb T. Wright et al

See also

To be entered

Nov 3^d 1887

C. M. Hill

Entered Chancery order Book
No. 2. page 174.

Kelly
vs.
Wright & al. } In Chancery. - 2 cases

These causes came on this day to be again heard on the papers formerly read and were argued by counsel.

On consideration whereof the Court doth adjudge, order and decree ~~in accordance~~ that the defendants recover of the Plaintiff, Brinkley Kelly, their costs in this behalf expended including the fee of thirty dollars due Wilbur J. Kilby, Commissioner in Chancery, except the fees due Peter B. Prentiss, Clerk of this Court.

And it is ordered that the causes be continued.

Kelly

vs.

} In Chancery
Two cases

Vright & al.

In the Circuit Court
of Hausmond County
April 17th. 1888

Decree

To be entered

C. W. Shree

Entered Chy Order
Book No. 2. P. 202

Buckley Kelly

18 }

Yours &c

My consent of parties & their
attorneys given in open Court, and here entered
of record, the Court shall adjudge order and decree
that this cause be submitted to the judge of this
Court in vacation for determination and decree

ord April 13 1871
Wm. and
C. M. Hill

and order

Frank
W. Wright for Jeff
Garnett & Co.
for Sept

Brinsley Kelly

v

John T. Wright &c

This cause came on this day to be again heard upon the papers formerly read and the report of Commissioner W. J. Kelly made pursuant to the decree entered herein in vacation on the 4th day of June 1886, to which report there are no exceptions, and was argued by Counsel, on consideration whereof the Court doth approve and confirm the said report except so far as the same may be inconsistent with this decree; and the Court being of the opinion that the plaintiff's said judgment is the just lien on all the real estate of the defendant, John T. Wright, mentioned in the bill of complaint, and it appearing to the Court that the rents and profits of the said real estate will not satisfy the said judgment in five years, the Court doth adjudge order and decree that John H. Wright who is appointed special Commissioner for this purpose, after giving notice ^{thereof} by advertisement in the Suffolk Herald for three successive weeks and by bills posted at two or more public places in the vicinity of the said lands, do proceed to sell at public auction on some Court day before the Court house in Suffolk the several Tracts of Land designated in the said report of Commissioner W. J. Kelly as nos. 1, 2, 4 and 5 or so much thereof as may be necessary to satisfy the said judgment, the costs of this suit, the expenses of sale, and any unpaid taxes, ~~subject to the~~

+ dower of Nancy J. Vought wife of John
7. Vought, as nos "2" and "4" absolutely
infer. free from entailed right of dower;

~~contingent right of dower of Nancy J. Vought~~
~~the wife of the said John 7. Vought, and upon the follow-~~
ing terms, to wit, one third of the purchase money to be
paid in cash, and the residue thereof in two equal
instalments on a credit of one and two years from
the day of sale with interest from the day of sale, for
which deferred payments the said special Commissioner
will take from the purchaser or purchasers bonds with
good security, and reserve title until the further
order of the Court; but the said Commissioner
in proceeding to make said sale, do sell the said several
tracts in the following order, to wit, first the tract
designated in the said report as no "5," secondly, the
tract designated nos. "2" and "4" and thirdly the
aforesaid tract "1" and "5" subject to the contingent right of +
tract designated no 1" ⁱⁿ and the said Commissioner
will deposit the cash payment in the Farmers Bank
of Hanscom to the credit of this Cause, and make
report to the Court of his proceedings under this decree.

But before the said Commissioner shall proceed
to execute this decree, he will execute before the
clerk of this Court a bond with security deemed
sufficient by said clerk, in the penalty of fifteen
hundred dollars payable to the Commonwealth of
Virginia and conditioned for the faithful discharge
of his duties as such special Commissioner
under this or any future decree that may be en-
tered in this Cause; and the said Commissioner
shall publish with the said notice of sale the certifi-
cate of said clerk that the said bond has been
given.

Brinkley Kelly
N

Vought & Co

See also

W. W. V. L.

~~Oct~~ 1886

Bankley Kelly
v
John J. Voight & Co.

and

Bankley Kelly
v

John J. Voight & Co.

where the Court tried as one
These causes ^{together} came on this
day to be heard ⁱⁿ vacation upon the bills
filed in the same and the exhibits filed
therein and upon the answers of the defendants
to the original bills
and the general applications thereto, and the ex-
amination of witnesses and the reception of the
defendants to the reading of the depositions taken
on the 5th day of April 1881, and was
argued by counsel: On consideration
whereof the Court doth overrule the said ex-
ceptions of the defendants to the reading of the
said depositions taken on the 5th day of April
1881, and doth adjudge, order and decree
that the deed of the said John J. Voight to R. B.
Pentecost Trustee for and on behalf of Nancy J.
Voight, the wife of the said John J. Voight bear-
ing date on the 1st day of January 1879, and in
the bill mentioned, is fraudulent and void as to
the judgment and debt of the plaintiff against
the said John J. Voight in the bill mentioned, and
that the said deed be and is hereby annulled,
reversed and cancelled as to the said debt; and

Bamberg Kelly

v

J. T. Vought & Co

vs

Same

or

Same

Decease

To be satisfied

Geo. B. Clark

June 6th 1886

To The Clerk of
the Circuit Court
of the County of
Harris County,
Coppell,

Entd. Chancery Book No 2
page 84-85-

that the real estate in the said deed men-
tioned is liable to the said judgment: and the
Court doth further order and decree
that one of the commissioners of this Court
do ascertain and report to the Court what
the rents and profits of the said ~~land~~ real
estate will within five years pay and
satisfy the said judgment; and he will also
ascertain and report the fee simple ~~and~~
annual value of the said several pieces
of the said real estate; and the said com-
missioner will also ascertain and report
what liens are on the said real estate
and the priority of the said liens.

Kelly

13.

Vaught.

-

In this cause the

Plaintiff ^{having excepted to the reading of the deposition taken by the}
the 5th April 1887. ^{defendants by counsel}
this day moved the Court to dismiss
the supplemental bill filed by the
plaintiff, alleging the loss of the
record in the former cause, for the
reason that the Chancery order book
of this Court shews that the
record in the original suit was
in the hands of the Judge of this
Court, under an order entered
therein on the 16th day of October, 1880.
Copy whereof is filed in the cause,
and that since the filing of the said
supplemental bill the said original
record has been found, and are now before
the Court under an order of April 1883.

Which motion was argued by counsel.

Whereupon the Court over-ruled
the said ^{Exceptions and} motion ^{of the defendant} and entered
final decree.

Kelly

+ his

Child

Vagt

Order over-ruling
defendants exceptions
to the deposition &
dismissing motion.

In case also

To be entered

June 4th 1886. ^{Geo. B. Low}

To be entered

To the Clerk of Court Cl.
for County of Harrison
Entered in ex. order Book No. 2
page 84

Kelly

in

Bright

The current of Corneal entered in
open Court it is evident that there
can may be heard in circulation
and de cur entered herein as if pro-
nounced in open Court

Kelly
is
bought for

1884 Oct 17
Rough drum
To be entered

Geor. & Son.

Recd 07/2/18

We consent to this
dear

J. F. Brock
J. H. Wright & Co.

C. H. Green

To do

Bamkey Kelly

v

John T. Voight &

By consent of parties
given in open Court and here entered of
record it is ordered that this case be
submitted to the judge of this court for de-
cision or decision to be made in vacation.

Bunker, Kelly
m 3

M. T. Wright L

Order

to be entered

Apr 14th 1883

Geo. B. B.

We consent to this
order

J. F. Crocker } h
Geo. B. Wright } e
Raulin & Co. } h

entered O.B. to 1 page 617

Kelly

N

Voyt La

The Court doth order
that the parties to this cause have
leave to take such further evidence
to be read upon the hearing as they may
desire or ^{are} advised to take, and this cause
is continued until the next term of
the Court.

Kelly
8

Vought

Order

To be sent

Geo. B. Vought,

April 14th 1881

Entered O. B. Vol. 1 - p 525

Wm. B. Vought

28
74

45
224224
149641
1149641
18
149641

49
41
44844
149641