

1899-009

Nansemond Co (Suffolk)

Chancery Causes: W.B. Ferguson & Co et al vs Beatrice J. Daughtrey et al

C E Holland & Co, Blackhall, (Old Dominion Building & Loan Association)

Folder 1 of 3

Riddick, Morgan, Pinner, Allen, Vought, Griffin, Holland, Narney,
Norfleet, Zockey, Hines, Daughtrey & Hines I, Keith,
Smith, Lessiter, Hosier, Stewart, Armistead

Will: ca 1884, Mary Catherine Blacknall, Fulton Co, GA

This Deed made this twenty first day of March A.D. 1895 between Jesse D. Daugh-
try, Laura B. Smith and Robert R. Smith
the husband of Laura B. Smith, Albert B.
Daughtry and Jeannette J. Daughtry wife
of Albert B. Daughtry, Margaret A. Keith,
William L. Daughtry and Beatrice J. Daugh-
try wife of William L. Daughtry, John
D. Pinner, John B. Pinner and Willie G.
Pinner wife of John B. Pinner all of
said parties of the County of Hansemond
State of Virginia, Mills B. Daughtry and
Annie C. Daughtry wife of Mills B.
Daughtry of the County of Madison,
State of Mississippi, Eugenia A. Black-
nall, and Thomas H. Blacknall the hus-
band of Eugenia A. Blacknall of the City
of Atlanta, State of Georgia and Jesse D.
Daughtry and John B. Pinner Executors of
the Estate of Margaret P. Pinner deceased
parties of the first part and John
D. Griffin of the County of Norfolk
State of Virginia party of the second
part

Witnesseth that in considera-
tion of the sum of Four Thousand and
Five Hundred Dollars (\$4500) the said
parties of the first part do bargain
sell, grant and convey with general
warranty unto the said John D. Griffin
party of the second part the following
real estate, to-wit: all that certain piece

parcel or lot of land situated in the
Town of Suffolk, County of Hanseman
State of Virginia on the East side
of Main Street in said Town and de-
scribed as follows, Beginning at the
North West corner of the lot of the Cor-
poration of Suffolk, wherein is sit-
uated the City Hall and Market
House of the said Corporation, and
running from said corner Northwardly
along and fronting on the said Main
Street Thirty nine (39) feet to the lot
of Henry Kim, thence running East-
wardly along the said Kim's line to
the lot of Ernest L. Folk, (which fronts
on Franklin Street) thence running
Southwardly along the said Folk's
line to the aforesaid lot of the Corpo-
ration of Suffolk, and thence run-
ning Westwardly along the said Corpo-
ration's line to the beginning point,
said lot being bounded on the North by
the land of Henry Kim, on the East by
the land of Ernest L. Folk, on the South
by the land of the Corporation of Suffolk
and on the West by the said Main Street.
Together with all and singular the appur-
tenances belonging to the same.

The said parties of the first part cov-
enant that they have the right to convey
the said land to the grantee; that they
have 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 they the said
parties of the first part will exe-
cute such further assurances of the
said land as may be requisite.

Witness the following signatures and seals:

Jesse D. Daughtey

Seal

Laura B. Smith

Seal

Robert R. Smith

Seal

Albert B. Daughtey

Seal

Jeannette J. Daughtey

Seal

Margaret A. Keith

Seal

William L. Daughtey

Seal

Beatrice J. Daughtey

Seal

Witness to Jno & Pinner's
Signature
C. H. Caasey Jr.

John D. Pinner

Seal

John B. Pinner

Seal

Willie G. Pinner

Seal

attest
J. H. Jeffins
Mildred Fuller

{ Eugenia A. Blacknall }
{ Thos. H. Blacknall }

Seal

Seal

M. C. Daughtey

Seal

A. C. Daughtey

Seal

Jesse D. Daughtey Executor of the Estate of Margaret Pinner ^{deed}

John B. Pinner Executor of the Estate of Margaret P. Pinner ^{deed}

Virginia

County of Hansemond, to-wit:

I C. H. Caasey, Jr. a Notary Public for the County
aforesaid in the state of Virginia do certify that
Jesse D. Daughtey, Laura B. Smith Robert R.
Smith the husband of Laura B. Smith, Albert
B. Daughtey, Jeannette J. Daughtey the wife

of Albert B. Daughtey, Margaret A. Keith,
Beatrice J. Daughtey the wife of William
L. Daughtey, John D. Pinner, John B. Pinner
Willie G. Pinner the wife of John B. Pinner,
and Jesse D. Daughtey and John B. Pinner
Executors of the Estate of Margaret P. Pinner
deceased, whose names are signed to
the writing above bearing date the twenty
first day of March 1895 have acknowl-
edged the same before me in my county
aforesaid;

Given under my hand this 13th day of
April 1895.

B. H. Causey, Jr.,
Notary Public.

Virginia,

County of Henric, to-wit:

I B. H. Causey, Jr., a Notary Public for the County
aforesaid in the state of Virginia do certify
that William L. Daughtey whose name is
signed to the writing above bearing date the
twenty first day of March 1895 has acknowl-
edged the same before me in my county
aforesaid,

Given under my hand this 13th day of
April 1895.

B. H. Causey, Jr.,
Notary Public.

Mississippi

County of Madison, to-wit:

I James Priestly a Notary Public for the County aforesaid in the State of Mississippi do certify that Mills C. Daughtry and Annie C. Daughtry his wife whose names are signed to the writing above bearing date the twenty first day of March 1895 have acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 8 day of April 1895.



James Priestly Chy. CLK
Ex: O. Notary Public,

Georgia, Georgia
City of Atlanta,

I G. H. Tanner, Clerk of the Superior Court of Fulton County Georgia in the State of Georgia do certify that Eugenia A. Blacknace and Thomas H. Blacknace her husband whose names are signed to the writing above bearing date the twenty first day of March 1895 have acknowledged the same before me in my City aforesaid.

Given under my hand and official seal this 18th day of April 1895.



G. H. Tanner

Clerk Superior Court
Fulton County Ga.

In the Clerk's office of Nausemond County
Court the 26th day of April 1895.

This Deed was presented with the
certificates annexed and admitted to
record.

Teste:

R.R. Smith Clerk

By A.P. Gower D.C.

A Copy

Teste:

R. R. Smith Clerk

W.B. Ferguson + Co. + others

vs.

Beatrice J. Daugherty and
others.

Exhibit "B"

filed with John T.
Griffin's Petition 21st,
Oct. 1897

January 1st 1895.

Consent is hereby given for the sale of the property conveyed unto Mrs. Eugenia A. Blacknall by Beatrice J. Daughtrey and husband by deed dated 10th day of Oct 1891 and duly recorded in the Clerk's Office of the Nansemond County Court in Deed Book No. 25 Page 201 subject to a certain deed of Trust made by said Beatrice J. Daughtrey and husband to Jesse D. Daughtrey Trustee for John F. Pinner and Margaret P. Pinner dated the 20th day of April 1891 and duly recorded in the Clerk's Office of the Nansemond County Court in Deed Book No. 30 Page 39 (said property consisting of a one-seventh undivided interest in the two-story brick metal roof building with land in rear appurtenant situated on the East side of Main Street in the Town of Suffolk, Va. and next to and adjoining on the North side the Market House and Town Hall lot of said Town) upon the understanding and agreement that the surplus, if any, of the proceeds of such sale after the discharge of the obligation of said deed of Trust shall be deposited by Jesse D. Daughtrey the Trustee named in said deed in the Farmers Bank of Nansemond in Suffolk, Va. subject to our order to be withdrawn and paid to the parties thereto entitled as shall be finally determined in the issues of the suit of W. D. Ferguson & Co and others vs. Eugenia A. Blacknall and others now pending.

Edwards & Hopper	{	Counsel for W. D. Ferguson & Co and others
E. E. Hale and		Plaintiffs in said suit
J. F. Crocker		Counsel for Eugenia A. Blacknall and others
Wilbur J. Kilby		Defendants in said suit.

W.B. Ferguson & Co & others

vs.

Beatrice J. Daugherty and
others.

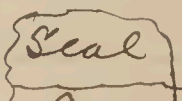
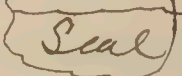
Exhibit "A"

filed 21st. Octo.

1897 with John J.
Griffin's Petition

This Deed made this 10th day of October, in the year one thousand eight hundred and ninety one, between Beatrice J Daughtrey and W. L. Daughtrey her husband of the County of Nansemond State of Virginia parties of the first part, and Eugenia A. Blackman of the City of Atlanta State of Georgia parties of the second part - Witnesseth: That in consideration of the sum of Seven Hundred Dollars the said Beatrice J. Daughtrey and W. L. Daughtrey do grant unto the said Eugenia A. Blackman for and as her sole and separate Estate with General Warranty, all the right title and interest of the said Beatrice J. Daughtrey in and to all that certain tract, piece or parcel of land together with all and singular the appurtenances belonging to the same situated on the East side of Main Street in the Town of Suffolk, County and State aforesaid and bounded on the North by the land of Henry Kim, on the East by a branch on the South by the land of the Corporation of Suffolk and on the West by the said Main Street, it being an undivided interest in the said

land and being the same sold and conveyed unto the said Beatrice J. Daugherty by Jesse D. Daugherty Trustee by deed duly recorded and the said interest being conveyed unto the said Eugenia A. Blackmace subject to the lien of a certain deed of trust from said grantors herein to Jesse D. Daugherty Trustee dated 20th April 1891 and duly recorded in the Clerk's Office of the Nansunwood County Court in Deed Book No 30 page 39. The said parties of the first part covenant that they have the right to convey the said interest in said land to the grantee; that they have done no act to encumber the said interest in said land save as stated, that the grantee shall have quiet possession of the said interest in said land, free from all encumbrances save as stated, and that they, the said parties of the first part, will execute such further assurances of the said interest in said land as may be requisite.

Witness the following signatures and seals
Beatrice J. Daugherty 
W. L. Daugherty 

State of Virginia } To wit:
County of Hansemond }

I, John B. Pinier a notary Public
for the County aforesaid, in the State of
Virginia, do Certify that Beatrice J.
Daugherty and W.L. Daugherty her hus-
band whose names are signed to the
writing hereto annexed, bearing date the
10th day of October 1891. have acknowl-
edged the same before me in my
County aforesaid.

Given under my hand this 10th day of
October 1891

John B. Pinier
Notary Public

County of Hansemond - To wit:

In the Office of the Clerk of the County
Court for the County of Hansemond
the 2nd day of November 1891 at 9 1/4
O'clock A.M. this deed was presented and
with the Certificate annexed, admitted
to record.

Teste:

R. R. Smith Clerk

By A. P. Homer D.C.

& Copy.

Teste:

R. R. Smith Clerk

By A. P. Homer D.C.

Beatrice J Daugherty &
W L Daugherty

To } Deed of Bargain & Sale
Eugenia A Blacknell

Exhibit No. 4
filed with the
Bice

Interest in store
next to the Market.

Dec \$1.25

This Deed, made this 16th day of October, in the year one thousand eight hundred and ninety-one, between Beatrice J. Daughtry and W. L. Daughtry her husband of the County of Nansemond State of Virginia parties of the first part, and Eugenia A. Blacknall of the City of Atlanta State of Georgia party of the second part— Witnesseth: That in Consideration of the Sum of Five Thousand Five Hundred (\$5000) Dollars the said Beatrice J. Daughtry and W. L. Daughtry her husband do grant unto the said Eugenia A. Blacknall for and as her sole and separate estate With General Warranty, all that certain tract, lot or parcel of land upon which the grantors at this time reside situated on the East side of Main Street in the Town of Suffolk, County and State aforesaid and fronting on said Street Fifty five (55) feet more or less and bounded on the North by the lot of the Christian Church (formerly A. S. Dardens) on the East by a branch on the South by the lot of Mary Boothe and on the west by the said

Street and it being the same lot or por-
cel of land which by deed dated the 10th
day of May 1880 and recorded on the 14th
day of May 1880 on Page 367 of Deed
Book No. 8 in the Nausemond Coun-
ty Clerk's Office was sold and convey-
ed by Wilbur J. Kilby Trustee unto
W. L. Daugherty and the same which
was conveyed by said W. L. Daugherty
unto Beatrice J. Daugherty by deed
dated the 4th day of October 1886 and
recorded in the Nausemond County
Clerk's Office in Deed Book No. 17,
Page 226 Together with all and Singu-
lar the appurtenances belonging to the
same. The said land is hereby Con-
veyed Subject to the lien of a certain
Deed of Trust to secure to Misses May-
gie & Beattie S. Riddick the sum of
Two Thousand Dollars and H. A. Mor-
gan the sum of \$300. Said deed being
recorded in the Nausemond County
Clerk's Office in Deed Book No. 29,
at Page 434 and the payment of said
debts being assumed by the grantees
herein and such payment consti-
tuting a part of the consideration
of said deed

The said parties of the first part cov-
enant that they have the right to
convey the said land to the grantee;
that they have done no act to en-
cumber the said land save as stated
that the grantee shall have quiet
possession of the said land free from
all encumbrances and that they, the
said parties of the first part will ex-
ecute such further assurances of the
said land as may be requisite
Witness the following signatures and
Seals.

Beatrice J. Daugherty

W^m L. Daugherty

Seal
Seal

State of Virginia

County of Hansemond

} To wit:

I John B. Primer a Notary Public
for the County aforesaid, in the State
of Virginia, do certify that Beatrice J.
Daugherty and W. L. Daugherty her
husband whose name is signed to
the writing hereto annexed bearing
date the 16th day of October, 1891, has
acknowledged the same before me in
my County aforesaid. Given under my
hand this 1st day of November 1891

John B. Primer Notary Public

County of Nauset - To wit:

In the Office of the Clerk of the
County Court for the County of Nauset
the 20th day of November 1891
at 9¹/₄ o'clock am. this Deed was presented,
and, with the Certificate annexed
admitted to record.

Teste;

R.R. Smith Clerk.

By A.P. Homer D.C.

A Copy.

Teste;

R.R. Smith Clerk

By A.P. Homer D.C.

Beatrice Daugherty &
W.L. Daugherty

Do } Deed of Bargain & Sale
Eugenia A. Blackwell

Exhibit No. 3
filed with the
Deed.

Home place on
Main Street.

Fee \$1.25

This Deed made this 10th day of October, in the year one thousand eight hundred and ninety one, between Beatrice J. Daugh-trey and W. L. Daughtrey her husband, of the County of Nansemond State of Virginia parties of the first part, and Eugenia A. Blacknall of the City of Atlanta, State of Georgia party of the second part - Witnesseth: That in consideration of the sum of Five Hundred Dollars, and the as-sumption of the payment of the Debt here-in stated the said Beatrice J. Daughtrey and W. L. Daughtrey do grant unto the said Eugenia A. Blacknall for and as her sole and separate estate with General Warrant all those certain tracts pieces or parcels of land situated in the Town of Suffolk, County of Nansemond State of Virginia and described as follows

1st All that certain lot piece or parcel of land lying at the junction of River (or Point Street) in said Town with First Cross Street in said Town and bounded by the said River (or Point)

Street, First Cross Street and the lands of the Suffolk Lumber Company and

2nd All that certain lot piece or parcel of land bounded by the said River (or

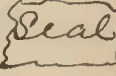
Point) Street the lands of Isaiah Faulk, the lands of the Suffolk Lumber Company, R. Seth Eley's Estate and the lands of W. L. Daughtry, the said above described tracts of land being the same land sold and conveyed unto the said Beatrice J. Daughtry by W. L. Daughtry by deed dated the 13th day of October 1890 and recorded in Deed Book No 24 at Page 134.

The said tracts of land are hereby conveyed subject to the lien of a certain deed of trust dated the 7th day of June 1890 from W. L. Daughtry and wife to E. E. Holland and J. T. Nurney Trustees, said deed of trust being recorded in the Clerks Office of the Nansemond County Court in Deed Book No. 29, at Page 233, to secure a certain debt of \$1500 subject to subsequent credits therein due the Old Dominion Building and Loan Association of the City of Richmond, Virginia the payment of said debt being assumed by the grantee herein and such assumption of payment constituting a part of the consideration named in this deed.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they

have done no act to encumber the said land save as stated; that the grantees shall have quiet possession of the said land, free from all encumbrances save as stated, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals,

Beatrice J. Daugherty 

W. L. Daugherty 

State of Virginia } To wit:
County of Nansemond }

I John B. Pinner, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Beatrice J. Daugherty and W. L. Daugherty her husband whose names are signed to the writing here-to annexed, bearing date the 10th day of October, 1891, have acknowledged the same before me in my County aforesaid. Given under my hand this 10th day of October, 1891.

John B. Pinner
Notary Public

County of Nansemond - To wit:

In the Office of the Clerk of the County Court of Nansemond the 20th day of November 1891 at 9¹/₄ O'clock A.M. this deed was presented, and,

with the Certificate, annexed, and mitted to
record

Teste:

R.R. Smith, Clerk

By A.P. Gomer D.C.

A Copy

Teste.

R.R. Smith Clerk

By A.P. Gomer D.C.

Beatrice Daugherty

W L Daugherty

Do Seed of Bayam & Sale

Eugenia A Blackmail

Exhibit No. 2. with
file

Land near the
wharf

Fee \$125

This Deed, made this the 10th day of November, in the year 1891, by and between B. J. Daughtrey, a married woman engaged in trade for her separate use and benefit, in the same manner as if she was unmarried, and W. E. Niles, merchants and partners trading as Daughtrey and Niles, of the Town of Suffolk, County of Namewood, Virginia of the first part, and C. W. Wright, of said County and State chosen as Trustee, of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of five dollars the receipt of which is hereby acknowledged, do hereby grant, convey, assign, transfer and deliver unto said party of the second part, the following property, to wit: The entire stock of goods, wares, merchandise, store fixtures, and other personal property, of whatever consisting, now in the Store-house on Main Street in the Town of Suffolk, Virginia, occupied by said Daughtrey and Niles, and owned by Margaret P. Pinner; also all notes, bonds, bills, accounts and other evidences of debt due and owing or to become due and owing to said Daughtrey and Niles; also all other property real personal or

mixed, belonging to said firm of Daugherty and Hines or to which they may be entitled.

And the said B. J. Daugherty, doth also transfer, assign and deliver unto said party of the second part, for the purposes of this trust, all her right, title and interest and whatever amount may be due to her, after the payment of the amount due and owing to the United Banking and Building Company, of Richmond, Virginia, in, to and from the notes secured by deeds of trust on real estate on main Street in Suffolk, Virginia, and made by N. G. Norflut and W. A. Lassiter: and also all her right, title and interest in and to a claim due to her by Mrs. M. E. Purce and evidenced by the notes of said Mary E. Purce.

In trust to secure the costs and expenses of executing this trust including a commission of three per centum to the trustee upon all sales or collections, or of the moneys which shall come into his hands as trustee, the fees of Counsel in and about the preparation and execution of this deed and the closing up of this trust. if they shall remain unpaid at the time of its delivery, and the fees for recording this deed, and after the payment thereof

to secure

1st. To E. Levering and Co., L. W. Davis, Sluig-
luff, Disney and Co., Thomas McDowell
and Pyle, the payment in full of the sev-
eral judgements lately obtained by said par-
ties against said Daugherty and Hines or
against S. J. Daugherty with interest and
costs of judgements and Executions there
on, and also to secure the payment in
full of any other judgment against said
Daugherty and Hines obtained by any
other party, whose names are not here men-
tioned, because not now remembered, with
interest and the costs of Executions thereon,
and to A. B. Daugherty the amount due
for services as Clerk to date, ^{and} N. E. Smith, the
payment of a note given to them, made by
W. L. Daugherty and Endorsed by Daugherty
& Hines and after the payment thereof in
full to secure.

x 2nd To W. C. King, of Norfolk, Virginia, the
payment of the sum Sixty dollars and twenty
four cents, or the amount now due to said
W. C. King as shown by our books, to W. B. Fer-
gusson and Co. the amount due and owing to
said firm, either as principals or en-
dorsers on notes made ~~by~~ in their favor
or in favor of other parties and endor-

sed by them, which said amount is due and owing to said firm is evidenced by notes and can be ascertained therefrom, and amounting in the aggregate to \$4122.³⁴/₁₀₀ to W.B. Fergusson and Co. of Suffolk, Virginia, the payment of an open account for the sum of Seventy five dollars or thereabout, to C.E. Holland and Co. of Suffolk, Virginia, the payment of the sum Two hundred and five dollars, evidenced by note, to W.N. Camp, of Suffolk, Virginia, the payment of the sum of forty dollars, evidenced by note, to W.H. Lassiter, of Suffolk, Virginia, the payment of the sum of forty dollars, to R.P. Knight of Norfolk, Virginia the payment of the sum of fifty two dollars and sixty cents, or the amount now due and evidenced by notes, to the Farmers Bank of Nausmond, in Suffolk, Virginia, the payment of thirty five dollars, evidenced by note endorsed by W.C. Hines and B.J. Daughtry and made by W.L. Daughtry and also the payment of the sum of sixty dollars, evidenced by note made by W.L. Daughtry and endorsed by W.J. Rawles and Daughtry and Hines, and to Thos. W. Smith and Jno. F. Stewart, of Suffolk Virginia the payment of the balance due

on a note made by W. L. Daugherty and En-
dorsed by Daugherty and Niles and purchased
by said parties from the 1st. National Bank
of Suffolk, Virginia - all of which said
claims, if the funds in hand are sufficient,
are to be paid in full, without preference,
and if the funds in hand are not suffic-
ient then pro rata according to their re-
spective amounts -

And after the payment thereof in full to
pay - or Secure -

3. To L. P. Warner, of Suffolk, Virginia,
the payment of the sum of twenty five
dollars, to R. W. Baker and Co. of Suffolk,
Virginia, the payment of the sum of thirty
five dollars, to M. J. Lloyd, of Suffolk
Virginia, the payment of the sum of
thirty dollars, to G. W. Braxton of Richmond,
Virginia, the payment of about four
hundred dollars to W. F. Munt of Peters-
burg, Virginia the payment of the sum
of One Hundred and eighteen dollars and
eighty cents, and to Poole and Son, of
Petersburg, Virginia, the payment of the
sum of Fifteen dollars - which said am-
ounts are to be paid in full if the
funds in hand are sufficient, without
preference, but if not then pro rata

according to their respective amounts.

And after the payment thereof to Secure

4. To all other creditors of the said parties of the first part the payment of the sum or sums, amount or amounts, due and owing or which may become due and owing to them, respectively, a list of which said creditors as far as now remembered is contained in Schedule "A." herewith annexed and made a part of this deed, but the rights of any creditor not mentioned herein are not to be prejudiced thereby.

And the said trustee for the purposes of executing this trust shall take immediate possession of the property and effects hereby conveyed and make an inventory thereof as soon as practicable; and shall proceed to collect all debts due and owing or which may become due and owing to said Daughtrey and Nines, with power and authority to make compromises of doubtful or disputed claims; and to convert the property and effects hereby conveyed into cash as soon as possible, with power and authority to said trustee, if deemed expedient and to the interest of the creditors, to sell said stock of goods at private sale by retail for cash for a period not ex -

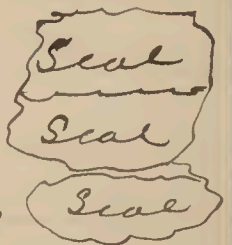
ceeding Sixty days. and at the Expiration of said period or earlier if deemed advisable to sell such goods as may then be on hand and not disposed of, by public auction for cash after reasonable notice of time and place of sale. But the said trustee is also empowered and authorized, if deemed expedient, to sell said stock of goods, as a whole, for cash if a satisfactory price ~~there~~ is offered therefor, by public auction, after reasonable notice of time and place of sale. And upon the conversion of said property and effects into cash the said trustee shall distribute the same to the Creditors herein named in the order herein named, and in the distribution shall pay each creditor in full if the funds in hand are sufficient, but if the funds in hand are not sufficient, then after the payment of the costs and expenses of executing this trust, shall pay in full the creditors herein first secured in full, including fees of Counsel in and about the preparation of this deed and the settlement of this trust and the fee for recording same. and after the payment thereof in full shall pay in full the creditors herein secondly secured if the funds

in hand are sufficient, and if not pro rata according to their respective claims, with out preference between said parties, and if after the payment thereof there remains a surplus in his hands he shall pay the creditors herein thirdly secured in full, or if not pro rata according to their respective claims; and if after the payment thereof there still remains a surplus in his hands he shall pay the same ratably on the claims of all the other creditors of said parties of the first part in the order herein named. The said trustee is empowered to employ all such agents, clerks and employees, as may be necessary for the proper and expeditious execution of this trust, paying such Clerks, agents and employees reasonable wages out of the trust fund. In all other respects this deed shall be executed according to the law governing trust deeds and sales. Witness the following Signatures and Seals.

B. J. Daugherty

W. E. Hines

Daugherty & Hines by W. E. Hines



Virginia, Hansemond County, to wit:

I John B. Primer a Notary Public in and for said County in said State do certify that B. J. Daugherty and W. E. Hines, merchants and partners trading as Daugherty and Hines, for themselves and for the firm of Daugherty and Hines, whose names are signed to the writings above bearing date the 10th day of November, 1891, have acknowledged the same before me in my County aforesaid. Given under my hand this the 11th day of November, 1891

John B. Primer,

Notary Public

Schedule "A" referred to in the annexed deed and made a part thereof - and being a list of the creditors of said Daugherty and Hines there referred to as far as now remembered, and the amounts of their respective claims

Thurber, Whyland and Co. of New York	\$108.33
Va. Chemical Co. of Portsmouth, Virginia	21.60
Guarantee Chemical Co. of Philadelphia	13.25
H. K. Fairbanks and Co. of Chicago	56.76
Gilchrist, Zeller and Co. of Philadelphia	180.96
Old Dominion Cracker Co. of Richmond, Va	96.29

Paul, R. Howard, Norfolk, Va.	6. 15-
W. A. Bingham, New York	14. 21
Louis Catagni of Roanoke, Va.	30. 00
G. Cassard and Co Baltimore, Md.	239. 13
J. J. Haines and Co. of Baltimore, Md.	11. 45-
Sam. Wilder and Son, of New York	34. 30
C. W. Lord and Co. of Baltimore, Md	69. 14
F. H. N. Leggett and Co of New York	256. 27
Tyler and Bros. of Baltimore, Md	62. 97
C. F. Erickson & Co. of Baltimore, Md.	34. 35-
J. C. White, of Norfolk, Va	44. 85-
Geo. B. Plant, of St Louis, Mo	105. 05.
Warwick Bros. of Richmond, Va	57. 14
Southern Manufacturing Co. of Richmond, Va	124. 10
I Moritz and Co. of Norfolk, Va	26. 50

And all other creditors of said Daughter
and Hines not included herein because
not now remembered.

B. J. Daugherty
W E Hines
Daugherty & Hines by W E Hines.

In the Clerk's Office of the County Court of
Hanover County the 17th day of November 1891
This Deed of Assignment was presented with the
certificate annexed and admitted to Record.

A Copy Teste
RR Smith clerk
By A P Gomes D.C.

Teste: R. B. Smith, Clerk
By A. P. Gomes D.C.

Daughtrey & Hines
To { Deed
of
Assignment
C. W. Wright
Trustee

Exhibit No. 1.
filed with the
Bills

Assets of Daughtrey
& Hines

Fee \$2.50

Virginia

In the Circuit Court of Henrico County.

W.B. Ferguson & Co and others

v.

Beatrice J. Daugherty and others.

Jno. S. Griffin respectfully petitions the Honorable Court that he may be made a party to this case and allowed to file therein a certain agreement entered into on the 1st day of January 1895 between the parties to this suit and referred to in the report of Commissioner C.H. Caney, Jr. being marked Exhibit "A" and also ^{a copy of} a certain deed from Jesse D. Daugherty and others to Jno. S. Griffin marked Exhibit B, and the said Jno. S. Griffin further respectfully prays that the sale to him of the undivided interest in said lot consented to by said agreement and reported by said Commissioner C.H. Caney Jr be confirmed and that the same may be conveyed to him by proper deed with special warranty by Commissioners of this Court appointed for that purpose.

Jno. S. Griffin

By C.H. Coleman his counsel.

W.B. Ferguson & Co others.

v.

Beatrice J. Daughley
and others -

Petition of Jno. J.
Griffin -

Filed 21st. Octo.
1897 by leave of
Court

W. B. Ferguson Heo. & als.
vs
Daughtrey & als.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioners, Edward E. Holland and Wilbur J. Kilby this day filed by leave of the Court (the same being a Report of the collection and disbursement of money in pursuance of the decree entered herein on the 15th day of April 1898), and was argued by Council.

On consideration whereof the Court doth approve and confirm the said Report to which no exception has been taken, and doth adjudge, order and decree that the proceedings had herein be final and binding between the parties. And nothing more remaining to be done herein it is ordered

Ferguson Hco. Sal.
vs. } In Chy.
Daughtrey Sal.

In the Circuit
Court for the
County of Chan-
semond

April 20, 1899

Final decree
To be entered

Robert H. H. H.

Entered in Chancery
Order Book No 3
Page 216.

that this cause be removed
from the docket

In the Circuit Court of Hanson County.

The answer of Eugenia A. Blackwell to a bill of complaint exhibited against her and others in said Court by W B Fergusson & others,

This respondent for answer to said bill says,

That it is True that Beatrice J. Leonghty and W. L. Leonghty executed to her the said deed mentioned and conveyed to her the property therein specified. The said deeds were made pursuant to a contract of purchase - she purchased the said property in good faith for the consideration in said deed mentioned, and gave her note and cash in full of said consideration as an ordinary business transaction and it is not true that there was any understanding between this respondent and any of the parties that the said consideration was not to be paid but on the contrary the said consideration was to be paid. This respondent denies any information or belief that the said Beatrice J. Leonghty and W. L. Leonghty

or either of them should the said deed be
conveyed the said property to be with
intention of delaying hindering and defrauding
her or their creditors; but if they had
any such intent this respondent had
no notice or knowledge of any such
intention.

As to all the other matters al-
leged in said bill she has no knowledge
of them.

And having answered &c.

Eugenia A. Blackwell.

Georgia }
Fulton Co } Her day personally
appeared before me, Alben Snow Jr.
a notary public for the county
aforesaid in the State of Georgia
and made oath that the matters
and things stated in the foregoing
answer of her own knowledge
are true, and those stated
upon information of others she
believes to be true. Given under
my hand this 3^d day of March 1892.

Alben Snow Jr.,
Notary Public in and
for Fulton Co Georgia.

W. B. Ferguson to of ch

v

W. F. Humphrey &c

Ans. of E. A. Blackwell

In the Circuit Court of Lawrence
County

The answer of Beatrice J. Leach.
to a bill of complaint exhibited
in said court against her and others by
W. B. Fergusson & others.

This defendant for answer says.

It is true that she and W. E. Hines
were partners doing business under
the name and style of Leach, Hines &
Hines. It is also true that the said
firm were indebted, as she has been
informed, to the said plaintiffs, but
as to the respective amounts of said in-
debtedness she is not informed, and
therefore calls for full proof of
said indebtedness.

It is also true that she and W. E.
Hines constituting the said firm of Leach
& Hines made the deed of assignment dated
10th Nov. 1891 as alleged in said bill.

It is also true that she executed
the said several deeds to Eugene A.
Blacknall mentioned in said bill. But this
respondent denies that she knew at the
time of the execution of said deeds the
existing circumstances and insolvent

condition of the said firm of Doughty
& Hines; and she denies that the
said deeds were made in anticipation
of said assignment. This respondent has
no personal knowledge of the time or times
when the debts of the respective plaintiffs were
contracted. At the time of executing said
deeds to the said Empress A. Blackwell
she had no personal knowledge of the
financial condition of the firm of
Doughty & Hines, and as far as she
knew and believed at the time the
said firm was solvent, she most em-
phatically denies that the said deeds
were made with any intention of delaying,
hindering or defrauding her creditors.

The deeds were a bona fide sale of
the property for the prices and con-
sideration mentioned therein, which
was fair and reasonable; and this
respondent received for Mrs E. A. Black-
well her note and cash therefor; and
it is not true that there was any
understanding that the said purchase
money was not to be duly paid,
but on the contrary the whole was a
bona fide business transaction.
And having answered the

Beatrice L. Doughty

State of Virginia,
Harrison County,

200
This day personally appeared
before me C. W. Jenkins a Notary Public
for the County aforesaid, in the State of
Virginia Mrs. Beatrice J. Daugherty
and made oath that the matters
and things stated in the foregoing
answer of her own knowledge are
true and then stated upon information
of others she believe to be true.
Given under my hand this 29th
day of February 1892

C. W. Jenkins
J. P.

W. B. Ferguson & Co
+ Co }
N }

W. B. Ferguson & Co

Ans of B. J. Ferguson

In the Circuit Court of Hansemond County,
to-wit:

W. B. Ferguson, W. W. Cockey and Edward A.
Norfleet merchants and partners doing bus-
iness under the name and style of W. B.
Ferguson & Co., H. A. Allen, R. P. Voright and
C. E. Holland trading as C. E. Holland & Co
against }

Beatrice J. Daughtry and W. L. Daughtry
her husband, Eugenia A. Blackwell and
Thomas H. Blackwell her husband, E. E.
Holland and J. F. Hurney Trustees, The Old
Dominion Building and Loan Associa-
tion of Richmond, Virginia, Maggie E.
Riddick, Bettie S. Riddick, H. A. Morgan,
Jesse D. Daughtry Trustee, John F. Penner
and Margaret P. Penner

In Chancery

To the Hon. C. W. Hill

Judge of the said Court

Your complainants, the above named
parties, humbly complaining, show
unto your honor the following case:

That Beatrice J. Daughtry and W. E.
Hines, until recently, merchants and
partners doing business in the Town
of Suffolk, County of Hansemond, under
the name and style of Daughtry & Hines

are justly indebted to them as follows:

To your complainants W.B. Ferguson, W.W. Cockey and Edward A. Norfleet, merchants and partners doing business under the name and style of W.B. Ferguson & Co., in the sum of Four Thousand one hundred and twenty-two Dollars and fifty-four cents (\$4122⁵⁴/₁₀₀), with interest thereon until paid, evidenced by divers and sundry negotiable notes made and endorsed from time to time by said Daugherty & Hines and payable to your complainants W.B. Ferguson & Co., and in the further sum of seventy-five Dollars (\$75⁰⁰/₁₀₀) due by open account to your said complainants W.B. Ferguson & Co. for divers goods, wares and merchandise by them furnished and delivered to the said Daugherty and Hines and at their special instance and request.

And to your complainant H.A. Allen in the sum of Ninety-seven hundred and seventy-eight Dollars and fifty cents (\$978⁵⁰/₁₀₀), with interest thereon until paid, evidenced by bond bearing date March 13th 1891, subject however to various credits amounting in the aggregate to the

sum of Six hundred and twenty-two Dollars and forty-seven cents (\$622 $\frac{47}{100}$)

And to your complainant R.P. Wright in the sum of Forty-seven dollars and fifty cents (\$47 $\frac{50}{100}$), with interest thereon evidenced by a certain negotiable note bearing date September 10th 1891

And to your complainant C.E. Holland trading as C.E. Holland & Co in the sum of Two Hundred Dollars (\$200⁰⁰) with interest thereon until paid evidenced by a certain negotiable note.

That notwithstanding the said several sums of money due to your complainants respectively as above set forth are justly due and owing to them, yet the said Daugherty & Hines have not, ~~paid~~ has either of them, paid to your complainant the sums so due to them, or any part thereof, although often requested so to do. But being so indebted to them in the respective amounts as aforesaid, they, the said Beatrice J. Daugherty and W.E. Hines constituting the said firm of Daugherty & Hines, did by their certain deed bearing date on the 10th day of November 1891, of record in the Clerk's Office of the County Court for said Hannemond County, assign, transfer and deliver unto one C.W. Wright

Trustee, in trust for certain purposes in said deed set forth, the following property, to-wit: The entire stock of goods, wares, merchandise, store-furniture, and other personal property of whatever consisting now in the store house on Main Street in the town of Suffolk, Virginia, occupied by said Daughtrey & Hines, and owned by Margaret T. Pinner; also all notes, bonds, bills, accounts and other evidences of debt, due and owing or to become due and owing to said Daughtrey and Hines; also all other property, real, personal or mixed, belonging to said firm of Daughtrey & Hines or to which they may be entitled. And the said W. J. Daughtrey doth also transfer, assign and deliver unto said party of the second part for the purposes of this trust all her right, title and interest and whatever amount may be due to her after the payment of the amount due and owing to the United Banking and Building Company of Richmond, Virginia, in, to and from the notes secured by deeds of trust on real estate on Main Street in Suffolk Virginia, and made by N. G. Norfleet and

2
W. A. Lassiter; and also all her right, title and interest in and to a claim due to her by Mrs. M. E. Price and evidenced by the notes of said Mary E. Price, - all of which will more fully appear by reference to said deed, a certified copy of which is herewith filed and marked "Exhibit No. 1" and prayed to be considered as a part of this bill.

That a short time prior to the said deed of assignment, executed by the said Daughtry & Hines to the said C. W. Wright Trustee as aforesaid, the said Beatrix J. Daughtry, who was then a member of said firm of Daughtry & Hines, was the owner, in her own right, of large and valuable real estate in the Town of Suffolk, in the County of Hansemond, Virginia, and well knowing the failing circumstances and insolvent condition of the said firm of Daughtry & Hines, and that her individual property was liable for the payment of the debts of the said firm, and in anticipation of the said assignment she, the said Beatrix J. Daughtry, undertook and pretended to convey all of her said real estate to her sister, one Eugenia A. Blacknall, wife of Thomas H. Blacknall of the City of Atlanta in the State of Georgia.

and to this end and purpose she, together with W.L. Daughtry her husband, executed three several deeds of bargain and sale conveying property therein set forth and described as follows, to-wit:

1 By deed dated October 10th 1891 of record in the Clerk's Office of the County Court of said Nansemond County, in Deed Book 25 page 199, the said Beatrice J. Daughtry and W.L. Daughtry her husband, in consideration of the sum of Five Hundred Dollars and the assumption of the payment of the debt herein stated, did grant unto the said Eugenia A. Blackwell those certain tracts, pieces or parcels of land situated in the Town of Suffolk, County of Nansemond, State of Virginia, and describes as follows: 1st All that certain lot, piece or parcel of land lying at the junction of River (or Point Street) in said Town with First Cross Street in said Town and bounded by the said River (or Point) Street, First Cross Street and the lands of the Suffolk Lumber Company and 2nd All that certain lot, piece or parcel of land bounded by the said River (or Point) Street, the lands of Isaac Faneuil, the lands of the Suffolk Lumber Company, R. Seth Eley's estate

and the lands of W.L. Daugherty. the said above described tracts of land being the same land sold and conveyed unto the said Beatrice J. Daugherty by W.L. Daugherty by deeds dated Oct. 13th 1890 and recorded in D.B. 24 page 134 in said Clerk's office. The said tracts of land are hereby conveyed subject to the lien of a certain deed of trust dated June 7th 1890 from W.L. Daugherty and wife to E.E. Holland and J.T. Murray Trustees of record in Deed Book 29 page 233 to secure a certain debt of \$1500. subject to ^{subsequent} ~~certain~~ credits thereon, due the Old Dominion Building and Loan Association of Richmond Virginia. all of which will more fully appear by reference to said deed, a certified copy of which is herewith filed marked "Exhibit K-2" and prayed to be considered as a part of this bill.

2 By deed dated October 16th 1891 of record in said Clerk's office in Deed Book 25 page 200, the said Beatrice J. Daugherty and W.L. Daugherty her husband, in consideration of the sum of Five Thousand Five hundred Dollars, did grant unto the said Eugenia A. Blacknall all that certain tract, lot or parcel of land upon which the grantors at this time reside, situated on the east side of Main Street, in the Town of Suffolk,

County and State aforesaid, and fronting on said street fifty-five feet more or less and bounded on the north by the lot of the Christian Church (formerly A.S. Dancien's) on the east by a branch, on the south by the lot of Mary Boothe and on the west by said street, and it being the same lot or piece of land which by deed dated May 10th 1880 and recorded on May 14th 1880 in Deed Book 8 page 367 in said clerk's office was sold and conveyed by Wilbur J. Kilby Trustee unto W.L. Daughtrey and the same which was conveyed by the said W.L. Daughtrey unto Beatrice J. Daughtrey by deed dated Oct. 4th 1886 recorded in DB 17 page 226 in said clerk's office. This said land is hereby conveyed subject to the lien of a certain deed of trust to secure to Misses Maggie E. and Bettie S. Kiddick ^{Two} Thousand Dollars and H. A. Morgan the sum of Three hundred Dollars, said deed being made to E.E. Holland Trustee and being recorded in DB 29 page 434 in said clerk's office - the assumption of the debts hereby secured is to be taken as a part of the consideration of this deed - all of which will more fully appear by reference

to the said deed, a certified copy of which is herewith filed marked "Exhibit N^o 3" and prayed to be considered as a part of this bill.

3 My deed dated October 10th 1891 of record in said Clerk's Office in Deed Book 25 page 210, the said Beatrice J. Daughlry and W.H. Daughlry her husband, in consideration of the sum of Seven Hundred Dollars, did grant unto the said Eugenia A. Blackwell all the right, title and interest of the said Beatrice J. Daughlry in and to all that certain tract, piece or parcel of lands, with its appurtenances, situate on the east side of Main Street, in the Town of Suffolk, County and State aforesaid, and bounded on the north by the lands of Henry Kinn, on the east by a branch, on the south by the lands of the Corporation of Suffolk, and on the west by the said Main Street - it being and undivided interest in the said land and being the same rods and conveyed unto said Beatrice J. Daughlry by Jesse D. Daughlry Trustee by deed duly recorded. The said interest being conveyed unto the said Eugenia A. Blackwell subject to the lien of a certain deed of trust from said grantors herein to Jesse D. Daughlry Trustee dated April 20th 1891 and recorded in said Clerk's Office in Deed Book 30 page 39.

all of which will more fully appear by reference to the said deed, a certified copy of which is herewith filed marked "Exhibit No 4" and prayed to be considered as a part of this bill.

Your complainants allege and charge that at the time of the making of the said several deeds of Bargain and Sale by the said Beatrice J. Daughtery and W.L. Daughtery her husband to the said Eugenie A. Blacknall, to-wit: October 10th 1891, and long prior thereto, their respective claims as aforesaid had been contracted.

Your complainants are informed and verily believe that the assets of the late firm of Daughtery & Herries will not pay more, if so much as ten or fifteen per cent of the debts of said firm, and they allege and charge that the said Beatrice J. Daughtery and W.L. Daughtery her husband, well knowing this fact, and the utter insolvent condition of said firm, made and executed the said three several deeds of bargain and sale to the said Eugenie A. Blacknall, sister of the said Beatrice J. Daughtery, with the intention of delaying, hindering and defrauding her creditors.

* And your complainants are further informed and so allege and charge that the said Eugenia A. Blackmarr, at the time of the execution of the said three several deeds to her, had notice of this fraudulent intent of her grantors, the said Beatrice J. Daugherty and W.E. Daugherty.

Your complainants are further informed and verily believe and so charge that the said deeds, although purporting to have been made upon valuable consideration, were made not upon consideration deemed valuable in law - and the purchase prices and considerations in said deeds mentioned were not paid by the said Eugenia A. Blackmarr or by any other person, nor was it the intention of the parties that the same should be paid.

That the said Daugherty & Hines and the said Beatrice J. Daugherty and W.E. Hines, individually, are utterly insolvent, and should the three several deeds of Bargain & Sale hereinbefore mentioned be allowed to stand your complainants will have no means by which they can secure their claims.

Inasmuch as such actings and doings are contrary to equity and good conscience,

and are in direct violation of the statutes
of this State, and as your complainants are
remediless in the premises save in a
Court of equity, where matters of this kind
are alone properly cognizable and reliev-
able, to the end therefore that justice
may be done, your complainants
pray that the said Beatrice J. Daugh-
try and W. L. Daughtry her husbands,
Eugenia A. Blacknall and Thomas H.
Blacknall her husband, E. E. Holland and
J. T. Murney trustees, The Old Dominion
Building and Loan Association of
Richmond, Virginia, Maggie E. Riddick,
Bettie S. Riddick, H. A. Morgan, Jesse
D. Daughtry trustee, John F. Penner
and Margaret P. Penner may be made
parties defendant to this bill, and may
severally be required to answer the same,
but answer under oath is waived,

That a decree may be entered setting
aside and declaring illegal, null and
void the three several deeds of bargain
and sale executed by the said Beatrice
J. Daughtry and W. L. Daughtry her
husbands to the said Eugenia A. Black-
nall dated October 10th 1891 and October

16th 1891 respectively of record in the Clerk's Office of the County Court of Hansonman County in Deed Book 25 pages 199, 200 & 201.

That all proper decrees of reference may be had, and accounts ordered of the debts and demands due to your respective complainants. That the property mentioned and described in the three several fraudulent deeds of bargain and sale, and attempted to be conveyed thereby, may be declared subject to a lien ~~in~~ favor of your complainants for the debts ascertained to be due to them respectively by the said Beatrice J. Daugherty and W.E. Hines in preference to the claims of all other creditors of the said Daugherty and Hines or of the creditors of the said Beatrice J. Daugherty, except all such proper and bona fide liens as may have been created upon the said property prior to the dates of the said pretended and fraudulent deeds of bargain and sale. That the said property may be sold and the proceeds therefrom applied to the payment of your complainants' respective claims. That a reasonable attorney's fee may be allowed your complainants' attorneys for conducting this suit, that they may have their respective claims and demands

fully paid and satisfied; and that
they may have respectively such
other, further and general relief
as to equity may seem meet, and
as the nature of their case may require
And your complainants will ever pray &c

Edwards & Harper

& E. E. Holland Jr.

Virginia,

Wauseon and County, Iowa;

This 16th day of November, 1891, personally appeared
before me, a notary public in and for said County
in said State W. W. Beckley, of and for
the firm of W. B. Ferguson & Co and made oath
that the allegations in the foregoing true stated
after his own knowledge, he knows to be true, and that
others resting upon the knowledge or information
of others, he believes to be true
Given under my hand this 16th day of Novem-
ber, 1891 -

E. E. Stearns,

Notary Public

W. B. Ferguson & Co
vs J. Du Cheney
Beatrice J. Daugherty & Co

Bill & Exhibits

W B Ferguson vs
W J In Chancery
Beatrice J Daugherty & others.

1891 Nov. 13th. Process issued returnable to November Rules third Monday.

" " 16th. Process returned ^{executed} on Beatrice J Daugherty
W S Daugherty E E Holland and Mrs J Nunnery
Trustees Maggie E Riddick and Beulah S
Riddick H A Morgan Jesse D Daugherty
Trustee John H Pinner and Margaret P Pinner
Bill with four exhibits filed. and
Decree nisi vs the above named
defendants.

" Decr. 7 Decree nisi Confirmed and Cause
set for hearing as to them.
Eugenia A Blackwell and Thomas H
B Blackwell and the Old Dominion Building
and Loan association of Richmond
are not found in this County.

Chauncy Notes

W. B. Ferguson Hoc. Ad.

Against

Daughtrey & als.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioners, Edward E. Holland and Wilbur J. Kilby, this day filed by leave of the Court (the same being their report of the sale of the three parcels of land therein mentioned and described belonging to Beatrice J. Daughtrey, in pursuance of the decree entered herein on the thirteenth day of December 1897), and on the Report of Alexander H. Baker, Sheriff and Receiver, also this day filed by leave of the Court (the same being his report of the collection and disbursement of rents in pursuance of the decree entered herein on the 16th. day of April 1897), and was argued by counsel.

On consideration whereof
the Court doth approve, satisfy
and ^{said sale and} confirm both of said
reports to which no exception
has been taken, and doth ad-
judge, order and decree that the
said Special Commissioners re-
ceive and collect from Robert R.
Smith and Laura B. Smith the sum
of twenty-five hundred ^{and the interest thereon} and ten dollars,
due by them for the parcel of land
sold to them for that sum of money
as stated in said Report of said
Special Commissioners, and from
the The Old Dominion Building and
Loan Association of Richmond, Vir-
ginia, the sums of sixty-six dol-
lars and ^{and the interest thereon} twenty-five dollars re-
spectively, due by it for the two
parcels of land sold to it as
stated in said last-mentioned
report, and upon the payment
of said sums of money with the
interest due thereon, make to said
Robert R. Smith and Laura B. Smith
a deed with special warranty in
the usual form conveying to them
the parcel of land purchased by

them as aforesaid and make to the said The Old Dominion Building and Loan Association of Richmond, Virginia, a like deed conveying to it the two parcels of land purchased by it as aforesaid.

And the Court doth further adjudge, order and decree that said Special Commissioners do, out said sum of twenty-five hundred and ten dollars, ^{together with the interest thereon} and the sum of seventy-two and $\frac{90}{100}$ dollars, paid to them by said Alex. H. Baker, Sheriff and Receiver, as stated in their said report, pay first in full such proportional part of the expenses of said sale as should be paid ^{all taxes due on said last-mentioned sums of money,} out of the same, all the unpaid taxes on said land sold to said Robert R. Smith and Laura B. Smith, and to the The Mutual Assurance Society Against Fire on Buildings of the State of Virginia the sum of seventy-three and $\frac{76}{100}$ dollars with interest on sixty and $\frac{20}{100}$ dollars part thereof from the first day of January 1898 till paid, in full satisfaction

of the lien for that sum of money in favor of said Society on the buildings on said land, sold to said Robert R. Smith and Laura B. Smith, as stated in the Report of Commissioner, C. H. Causey Jr. filed in this cause on the second day of October 1897, and then pay to Maggie E. Morgan (formerly Maggie E. Riddick) and Bettie S. Riddick, the sum of two thousand dollars with interest thereon from the 25th day of August 1896 till paid, and then pay the remainder of said sum of twenty-five hundred and ten dollars and seventy-two and $\frac{90}{100}$ dollars, if any, to Henry A. Morgan on account of his claim for the principal sum of three hundred dollars as stated in said Report of said Commissioner, C. H. Causey Jr. - the ^{on said last-mentioned land} said taxes, and the said sums of money to be paid to said Society, Maggie E. Morgan and Bettie S. Riddick, and Henry A. Morgan, respectively, being money due by the defendants, Beatrice J. Daughtrey and William L. Daughtrey and

secured by liens in the order named on said land sold to said Robert R. Smith and Laura B. Smith as will appear from said Report of said Commissioner, C. H. Causey Jr.,

And the Court doth further adjudge, order and decree that said Special Commissioners do, out of the said sums of sixty six dollars and seventy-five dollars together with the interest thereon and the sum of thirteen and $\frac{82}{100}$ dollars paid to them by said Sheriff and Receiver as stated in their said Report, pay first in full all unpaid taxes due on said last-mentioned sums of money and on the said two parcels of land sold to said Association as aforesaid, and such proportional part of the expenses of said sale as should be paid out of said last-mentioned sums of money and then pay the remainder of such money ^{if any} to said Association on account of the claim of said Association for the principal sum of fifteen hundred dollars against said Beatrice J. Daughtry and

William L. Daughtrey constituting the first lien after the lien for said last-mentioned taxes on said two parcels of land sold to said Association as will appear from said Report of said Commissioner, C. H. Causey Jr.

And the Court doth further adjudge, order and decree that said Special Commissioners do with the sum of eighty-two and $0\frac{3}{100}$ dollars in their hands as stated in their said Report, pay the costs of this cause so far as the same may be sufficient for that purpose.

And the said Special Commissioners will make report to court of their transactions under this decree.

Ferguson & Co. & al.

vs. } In Chy

Daughtrey & al

In the Circuit
Court for the
County of Chau-
semaud

April 15, 1898

Decree

To be entered

Robert R. Dentis

Entered in
Chancery OK 3

Page 146.

Virginia

In the Circuit Court of Nansemond County.

W.B. Ferguson & Co. and others

v. } In Chancery.

Beatrice J. Daughtrey and others

This day this cause came on again to be heard, upon the papers formerly read, the petition of Jno. J. Griffin filed this day by leave of Court and Exhibits A and B were thereunto, and was argued by counsel. On consideration whereof, it appearing to the Court that pursuant to the provisions of a certain agreement referred to in the report of Commissioner O.H. Causey, Jr., and filed with the papers in this suit as Exhibit A, the undivided interest ~~interest~~ in a certain lot of land with the improvements thereon in the Town of Suffolk, mentioned in said agreement was sold by Eugenia A. Blackman and husband, to Jno. J. Griffin on the 21st day of March 1845 by deed of that date from Jesse D. Daughtrey and others to Jno. J. Griffin, duly recorded in the Clerk's office of Nansemond County Court in D.B. 36 page 98, a copy of which is filed with the papers in this suit as Exhibit B. for the sum of \$642.86. which sum of money

has been applied according to the provisions of said agreement, the said lot being fully described, in said deed, as follows:

That certain lot of land, situate in the Town of Suffolk, County of Hanseman State of Virginia, on the East Side of Main Street, Beginning at the North west Corner of the lot of the Corporation of Suffolk, wherein is situated the City Hall and Market House of the said Corporation and running from said corner Northwardly along and front on the said Main Street thirty nine (39) feet to the lot of Henry Kern, thence running Eastwardly along the said Kern's line to the lot of Ernest L. Folk (which fronts on Franklin Street) thence running Southwardly along the said Folk's line to the aforesaid lot of the Corporation of Suffolk, and thence running Westwardly along the said Corporation's line to the point of beginning; being the same property conveyed to the said Eugene A. Blackwell by Beatrix J. Daughtry and husband, by deed dated the 10th day of October 1891 a copy of which is filed with the papers in this suit as Exhibit "4", the Court doth hereby approve and confirm the said sale of the said undivided interest in said land to Jas. D. Griffin and doth adjudge order

and decree that William J. Kilby and
E. E. Hall and Special Commissioners
agreed for that purpose, convey the
said undivided interest in said land
to the said Jas. J. Griffin by proper deed
with special warranty.

W. B. Ferguson & Co. & others

vs.

Beatrice J. Daughtrey and
others.

Decree -

We consent to this

decree -

E. E. Hall and Atty. for
W. B. Ferguson & Co. & others

Wilbur J. Kilby Atty. for W.
L. and Beatrice J. Daughtrey Eugene
J. Blackwell & her husband.

Enter Oct. 21, 1897

Robert H. Hunt

Entered in

Chy 813 3 Page 111

W. B. Ferguson Rec. sal.

vs.

Beatrice J. Daughtrey sal.

This cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner C. H. Causey, Jr. filed on the second day of October A. D. 1897 (the same being a Report of the real estate belonging to Beatrice J. Daughtrey in the papers in this cause mentioned and described and of its fee-simple and annual values and of the liens on said real estate in pursuance of the decree entered herein on the 16th day of April 1897), and was argued by counsel.

On consideration whereof the Court doth ~~adjudge, order~~ and ~~decree~~ approve and confirm the said Report, to which no exception has been taken and ~~doth adjudge, order and decree~~ that it appearing ~~from said Report~~ that the ^{that part of} sale of said real estate, ^{mentioned and described in ex-} ~~is necessary for~~

is necessary for ^{exhibits number two and three filed with the Bill in this cause}
the satisfaction of the liens thereon
the court, for the purpose of ap-
plying the proceeds of the sale
thereof to the discharge and
satisfaction of ~~said~~ ^{the said} liens, doth
adjudge, order and decree, that
^{mentioned and described in said exhibits}
said real estate be sold and
that Edward E. Holland and
Wilbur J. Kilby, who are hereby
appointed Special Commissioners
for that purpose, do proceed to
sell the same by public auc-
tion before the Courthouse door of
this county on some county-court
day on the terms of payment by
the purchaser of ~~one~~ one-half of
the purchase-money in cash and
the remainder ^{in equal sums} at the end of six
and twelve months with in-
terest from the day of sale; the
purchaser to execute bonds with
good personal security, ^{bearing} date
on the day of ^{said} sale and ^{and} bearing in-
terest from the day of sale, wai-
ving the benefit of ^{the purchaser's} exemptions and
payable to said Special Com-
missioners, in evidence of the de-
ferred payments, and the title

to said real estate to be retained until the further order of Court.

~~The real estate to be sold as aforesaid are the several parcels of land mentioned and described in Exhibits number two and three filed with the Bill in this Cause.~~

But before proceeding to sell said real estate, said Special Commissioners will advertise the time place and terms of the sale by printed notices to be posted at said courthouse door and various public places in the Town of Suffolk for three weeks before the sale and by publication of the notice ^{of sale} once a week for three successive weeks in the Suffolk Herald, a newspaper, printed and published in said ~~said~~ Town, and will ^{before the clerk of this Court} execute a joint bond in the penalty of seven thousand dollars, or each a separate bond in the penalty of thirty-five hundred dollars ~~before the clerk of this Court~~ with good personal security, payable

Ferguson Geo. Sel.

15. } In Chy.

Daughtrey Sel.

In the Circuit
Court of Chauce-
mond County
October 21st, 1897
Decree

To be entered

Robert R. Fentis

Entered in
Chancery 873
No 3 Page 109

to the Commonwealth of Virginia
and conditioned for the faithful
discharge of their duties under
this decree and all other de-
crees they may be required to ex-
ecute in this cause, and will
obtain of said clerk a certificate
~~that such bond has been executed~~
of the due execution of such bond or
bonds and append the same, or a
copy thereof, to the advertisement
of said sale, and make report
to Court of their proceedings un-
der this decree.

Ferguson & Co and others vs Daughtrey and others.

This cause came on this day to be again heard upon the papers formerly read, ~~and upon the decree of the Supreme Court of Appeals of Virginia, reversing the decree heretofore entered in this cause, vacating the decree pronounced on the 11th day of February 1894, and subjecting the property there in conveyed to the payment of the debts of the plaintiffs, for which they are declared to be entitled to a lien on the property from the time of filing their bill, and was argued by counsel: On consideration whereof the~~ *and it appearing to the Court that the Supreme Court of Appeals of Virginia by decree pronounced on the 11th day of February 1894, has reversed the decree pronounced by this Court on the 13th day of October 1894, and remanded the cause to this court for further proceedings to be had herein,*

court doth adjudge, order and decree that the papers in this cause be referred to one of the Commissioners of this court who is directed to enquire into and report to court-

1st. An account of the real estate in the bill and proceedings mentioned together with its annual and fee-simple values.

2nd. An account of the liens on said real estate together with their respective dignities and priorities.

Which said inquiries the said commissioner shall make and report to court together with any matter specially stated deemed pertinent by himself or required by any party to be so stated.

And it being represented to the court that the said property will not pay the liens thereon, and that the rents and profits of said property are not now being applied to the payment of said liens or the interest thereon doth further, on the motion and application of the complainants order, adjudge and decree that A.H. Baker, Sheriff of this county, be appointed a Receiver with authority ^{to receive} to collect the rents and profits of said property, and be directed to hold the same subject to the future order of this court.

And this cause is continued.

and after the conference.

Argus Brothers
or
Daughter, or others

Apr. 16, 1897

To be entered

Robert H. Huntley.

Entered in
Library Dec 3
Page 82

VIRGINIA:

In the Supreme Court of Appeals, held at the State Court
House in the City of Richmond on Thursday
the 11th day of February 1897

W.B. Ferguson, W.W. Cooke and E.A. Noxlee, Merchants and partner trading as W.B. Ferguson &
W.A. Allen, C.E. Holland trading as C.E. Holland & Co and R.P. Voight Appellants

against

Beatrice J. Daughtrey and W.L. Daughtrey her husband Eugenia A. Blacknall and Thomas
H. Blacknall her husband, E.E. Holland and John S. Narney trustees The Old Dominion
Building and Loan Association of Richmond Virginia, Maggie E. Riddick, Bettie
S. Riddick, H.A. Morgan Jesse T. Daughtrey trustee John F. Primer and
Margaret P. Primer Appellees

from a decree
Upon an appeal pronounced by the circuit court of the County
of Hanover on the 13th day of October 1894.

This day came again the parties by their counsel and the court having ma-
turely considered the transcript of the record of the decree aforesaid and
arguments of counsel, is of opinion, for reasons stated in writing and
filed with the record that the said decree is erroneous; therefore
it is decreed and ordered that the same be reversed and annulled and
that the appellees Beatrice J. Daughtrey and W.L. Daughtrey her husband Eugenia A.
Blacknall and Thomas H. Blacknall her husband pay to the appellants their costs
by them expended in the prosecution of their appeal aforesaid here. And
this court proceeding to pronounce such decree as the said circuit
court ought to have pronounced it is decreed and ordered that the deeds referred
to in the plaintiffs bill as exhibits Nos 2, 3 and 4 be and the same are
hereby vacated and declared null and void, the court being of opinion
that the property therein conveyed is liable to payment of the debts
of the plaintiffs and for which the plaintiffs are entitled to a lien on the
property from the time of the filing of their bill in the said circuit court.
And this Cause is remanded to the said circuit court for further
proceedings to be had therein in accordance with the views ex-
pressed herein and in the said written opinion of this
court.

Which is ordered to be certified to the said circuit court

Appellants Costs in the
Supreme Court of Appeals } 4201.60 Atopy
Teste, Geo. N. Fay Cor. Clk.

Ferguson & Co
of copy decree
Daughter & others

Ferguson v. Co
vs. copy of decree
Daughter & others

Entered in Chancery
Order Book No 3.
Pages. 69 & 70.

W. B. Ferguson Sec. Sals.

vs.

Daughtrey and others.

This cause in which the plaintiffs have proceeded against ^{now resident} the defendants, Eugenia A. Blackuall and Thomas H. Blackuall, her husband, in the mode prescribed by law against absent defendants, came on this day to be heard on the Bill taken for Confessed as to the defendants, William L. Daughtrey, E. E. Holland and John T. Arney, Trustees, The Old Dominion Building and Loan Association of Richmond, Virginia, Maggie E. Riddick, Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, Trustee, John F. Primer and Margaret P. Primer on whom process had been duly served, they still failing to appear, and plead answer or demur to the said Bill; ~~on the answers of the defendants and also taken for confessed~~ on the answers of the defendants, Eugenia A. Blackuall and Beatrice J. Daughtrey with general replications to said answers: on the

four exhibits filed with said Bill;
and on the examinations of wit-
^{with the exhibits therewith filed} nesses, ^{and} was argued by counsel.

On consideration whereof the Court is of the opinion that the three deeds of bargain and sale men-
tioned in said Bill, made by said Beatrice J. Daughtry and William L. Daughtry, ^{conveying} to said Eugenia A. Black-
nall ~~conveying~~ the property therein de-
scribed (copies of which deeds are
filed with said Bill and marked
exhibits Nos. 2, 3 and 4), were ex-
ecuted for valuable considera-
tions with no intent on the part
of said Beatrice J. Daughtry ~~and~~
~~William L. Daughtry~~ to delay, hinder
or defraud her creditors, or other per-
sons, and without notice to, or on
the part of, said Eugenia A. Black-
nall, of ^{any} such intent or fraud, ~~it~~
~~is, therefore, considered~~ The Court
doth, therefore, adjudge, order and
decree that the said Bill be dis-
missed and that the defendants
recover of the Complainants their
costs in this behalf expended.

But ^{at the instance of} ~~and~~ the complainants, ^{hobby} by counsel

~~having~~ have expressed a desire to appeal from this decree it is ordered that execution of this decree be suspended for thirty days from this date when the complainants, or any one of them, shall execute a proper bond before the clerk of this court in a penalty of five hundred dollars with a condition reciting this decree and the intention of such complainants to present a petition for a supersedeas and providing for the payment of all such damages as may accrue to any person by reason of said suspension, in case a supersedeas should not be allowed and be effectual within the time so specified in accordance with section 3456 of the Code of Virginia.

Ferguson Hco.

vs. } In Chy.

Laughtrey Sal.

In the Circuit
Court of Cause-
mond County,
October 13 1894

Decree

To be entered

CMA

Entered in Chancery
Order Book No. 2
Page 593.-

Circuit Court of Hammond County, Ind.
W.B. Fergusson vs. others }
vs. Chancery } In vacation
Beatrice J. Daugherty vs. others }

At the instance of the complainants in the above entitled cause who desire to present a petition for an appeal from the decree entered in said cause on the 13th day of October 1894; and pursuant to section 3456 of the Code, it appearing that thirty days have not elapsed since the ^{ending of the} term at which said decree was entered, it is ordered that the execution of the said decree of October 13th 1894 be suspended for sixty days from this date upon the complainants or either of them executing a proper bond before the Clerk of the said Circuit Court of Hammond County in a penalty of five hundred dollars with a condition reciting the said decree and the intention of the said complainants to present a petition for an appeal and supersedeas and providing for the payment of all such damages as may accrue to any person by reason of the said suspension, in case a supersedeas ^{to the said decree} should not be allowed, and be ef-

W.B. Fergusson & Co. v. s.

vs } In Chy

Beatrix J. Daugherty v. s.

Order

Enter this

May 13. 1894

To be entered

CHY

Jan 13. 1894

We consent to this
order

W. J. Kilby & Co.

Edwards & Haffner

of Council for 1894

Entered in Chancery
Order Book No. 2
Page 601. -

For 13. 1894

Record within the time so specified.

Ferguson Heo

vs.

Blackwell Sal,

With the consent of the parties ~~to this case~~ here entered of record it is ordered that this cause may be submitted to the ~~the~~ judge of this Court for such decision and decree therein in vacation as might be made in term,

Ferguson Hcs.

vs. } In Chy.

Blackwell sal.

In the Circuit
Court of House-
man County. Pa.

October 17th. 1893

Order

To be entered

Court

We consent to this
order

E E Hoveand of Counsel
for Plaintiff.

Wilbur J. Kilby of
Counsel for defend-
ants.

Entered in Chancery Order BK
No 2 Page 523.

W. B. Fergusson, W. W. Cocker and
Edward A. Hopfner, merchants and partners
doing business under the name and style of
W. B. Fergusson & Co., W. A. Allen, R. B. Voyte,
and C. E. Holland trading as C. E. Holland
& Co

vs

Complainants

In Chancery

Beatrice J. Langhtrey and W. L. Langhtrey
her husband, Eugenia A. Blackwell and
Thomas H. Blackwell her husband,
C. E. Holland and J. T. Murray trustees,
The Old Dominion Building and Loan
Association of Richmond, Virginia,
Maggie E. Riddick, Bettie S. Riddick
H. A. Morgan, Jennie L. Langhtrey
trusts, John F. Pinner and Mar-
garet P. Pinner

Defendants

This day came the defendants,
Beatrice J. Langhtrey and Eugenia
A. Blackwell by their counsel, and by
the leave of the Court filed their re-
spective answers to the bill of the Com-
plainants.

W B Ferguson & Co
at
N

B. J. Langley & Co

order

To be returned

April 12/1892

C. W. J.

Entered in Chy. A. B.

No 2 page 434

COMMISSIONERS' SALE

← OF →

REAL ESTATE IN SUFFOLK!

By authority of a decree of the Circuit Court of the county of Nansemond, in the State of Virginia, pronounced on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and others, complainants, and Beatrice J. Daughtrey and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 13, 1897,

At 12 o'clock M., the following real estate, to wit:

1. All that certain lot or parcel of land, No. 45, upon which George P. Fitchett resides, situated on the east side of Main street in the town of Suffolk, in said county and State, fronting on said street 55 feet, more or less, and bounded on the north by the lot of the Christian Church (formerly Algernon S. Darden's), on the east by a branch, on the south by the lot of Mary B. Walker (formerly Mary Boothe), and on the west by said street.
2. All that certain lot or parcel of land situated on the west side of the street known as River or Point street, running north from First street to Nansemond river, in said town, county and State, and bounded on the north by the land of Suffolk Lumber Company or Jackson Brothers Company, on the east by the said River or Point street, on the south by the land of R. Seth Eley's heirs, and on the west by the land of Isaiah Folk. This property has upon it a single tenement, No. 8, and a double tenement, Nos. 10 and 12, and consists of two separate lots.
3. All that certain lot or parcel of land situated on the east side of said River or Point street, in said town, county and State, and bounded on the north and east by the land of said Suffolk Lumber Company or Jackson Brothers Company, on the south by said First street, and on the west by said River or Point street. This property has upon it two single tenements, Nos. 1 and 3, and three double tenements, Nos. 5 and 7, 9 and 11, and 13 and 15, and consists of five separate lots.

TERMS OF SALE

One-half of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, with interest from the day of sale; the purchaser to execute bonds with good personal security, waiving the benefit of exemptions, payable to the undersigned, and bearing interest from the day of sale, in evidence of the deferred payments.

The title to the property will be retained until the further order of Court.

**EDWARD E. HOLLAND,
WILBUR J. KILBY,**

5 NOVEMBER, 1897.

Special Commissioners.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bonds required of Edward E. Holland and Wilbur J. Kilby, special commissioners, under the decree of said court entered on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and als., complainants, and Beatrice J. Daughtrey and als., defendants, have been executed with security deemed sufficient by me.

Given under my hand this second day of November, 1897.

A. P. GOMER, Clerk.

Col. A. A. Smith
2514

Col. A. A. Smith
2514

Col. A. A. Smith
75

G. M. Smith
Anch.

FERGUSON & CO. AND ALS vs. DAUGHTREY AND ALS

D. M. - 15 Ba.

From the Circuit Court Nansemond County.

Richmond Times Print.

IN THE
SUPREME COURT OF APPEALS
OF VIRGINIA.
—
RICHMOND.
—

W. B. FERGUSON & CO. & ALS. vs. BEATRICE J. DAUGHTREY & ALS.

*To the Honorable Judges of the
Supreme Court of Appeals of Virginia:*

Your petitioners, W. B. Ferguson, W. W. Cockey, and E. A. Norfleet, merchants and partners trading as W. B. Ferguson & Co.; W. A. Allen, C. E. Holland, trading as C. E. Holland & Co., and R. P. Voight, respectfully represent that they are aggrieved by a final decree of the Circuit Court of Nansemond county, entered on the 13th day of October, 1894, in a suit in equity wherein your petitioners were plaintiffs and Beatrice J. Daughtrey and W. L. Daughtrey, her husband; Eugenia A. Blacknall and Thomas H. Blacknall, her husband; E. E. Holland and John T. Nurney, trustees; The Old Dominion Building and Loan Association of Richmond, Virginia; Maggie E. Riddick; Bettie S. Riddick; H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner, and Margaret P. Pinner were defendants.

A transcript of the record and decree complained of is herewith presented, from which it will appear:

That Beatrice J. Daughtrey and W. L. Daughtrey, her husband, are residents of the town of Suffolk, Nansemond county, and have resided in said town about nineteen years, they having been born and raised in said county. That prior to the 10th day of October, 1891, the said Beatrice J. Daughtrey was the owner in fee of valuable real estate situate in the said town, and was engaged in the mercantile business with her brother, W. E. Hines, under the firm name of Daughtrey & Hines. That on the 10th day of November, 1891, the

said firm of Daughtrey & Hines made a deed of assignment to one C. W. Wright, trustee, whereby they conveyed all of the partnership assets, which were of small value, and totally inadequate to pay the debts of said firm, to secure certain preferred creditors in the said assignment mentioned. That on the 10th day of October, 1891, just one month prior to the said deed of assignment executed by the said Daughtrey & Hines to the said C. W. Wright, trustee, the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, executed two deeds of bargain and sale to Eugenia A. Blacknall, who was the sister of the said Beatrice J. Daughtrey and a resident of the city of Atlanta, Georgia, and that on the 16th day of October, less than one month prior to said assignment, the said Beatrice J. and her husband executed a third deed of bargain and sale to her sister the said Eugenia A. Blacknall; by which three several deeds of bargain and sale the said Beatrice J. Daughtrey disposed of every vestige of her real estate, including her home and residence, which she had occupied since the year 1880. Eugenia A. Blacknall is the wife of Thomas H. Blacknall, whose home and permanent residence is in Atlanta, Ga.

From the depositions in this cause it fully appears, 1st. That these pretended sales of the real estate embraced in the three several deeds of bargain and sale were consummated by W. L. Daughtrey, the husband of Beatrice J., as her agent, who was also her agent in the conduct of the business of Daughtrey & Hines. That he left Suffolk for Atlanta, October 1st, 1891, and returned on the 18th of the same month, during which time the whole matter was arranged and consummated, without, so far as the evidence shows, having consulted his wife on the subject other than to direct her to have the deeds prepared in Suffolk and forwarded to him.

2d. That Thomas H. Blacknall, the husband of Eugenia A. Blacknall, owns no property other than a life-estate in the house in which he and his wife reside in the city of Atlanta, left him by the will of a former wife, and was at the time of taking the deposition of his wife, the said Eugenia A., out of employment. That Eugenia A. Blacknall's entire estate consists of \$100.00 loaned out and three lots in or near Atlanta, for which she paid \$1,200.00.

3d. That the said sale, although consisting of property valued by the defendants at \$8,100.00, was made upon a credit of five years, the said W. L. Daughtrey taking the individual note of Mrs. Blacknall without any security whatever, and without interest.

4th. That Mrs. Blacknall, although a resident of Atlanta, with no interest in the town of Suffolk, purchased this property without knowing its condition or value, without having

the title examined, and when it was a matter of doubt in her own mind if she had ever seen the said property, or at least a part thereof, and without knowing the dimensions of the property or the number of lots; and without actually knowing the cost price of same, for by one answer she states that the price was \$8,100.00, and when required to state the price of each piece, she makes it \$8,000.00.

5th. That by the testimony of Mrs. Daughtrey, W. L. Daughtrey left Suffolk for Atlanta, October 1, 1891, and there remained until October 18, 1891; that the deeds were prepared in Suffolk by her direction, and she signed them and sent them to her husband in Atlanta, and he signed them in Atlanta. By the testimony of Mrs. Blacknall, the deeds were drawn in Suffolk, while Mr. Daughtrey was in Atlanta and sent to him from Suffolk, and the note was dated October 17, 1891. Yet two of those deeds are dated October 10, 1891, and the certificate of acknowledgment by Jno. B. Pinner, a notary, is the same day. The other of said deeds bears date October 16, 1891, and the certificate bears date November 1, 1891. Thus it appears that the notary has certified what is false, or that W. L. Daughtrey was in Suffolk when the two first deeds were prepared and executed.

6th. That by the purchase of the said property by Mrs. Blacknall, the said W. L. Daughtrey has become her agent, and has ceased to be the agent of his wife. As such agent he manages and controls the said property as he did before the sale; he collects the rents and appropriates the same, rendering no account to Mrs. Blacknall. Mrs. Blacknall testifies that the rents are to go to the payment of the note which was made payable to Mrs. Daughtrey. Mrs. Daughtrey testifies that she endorsed the said note, and gave it to her husband, who has disposed of it, and for that reason she could not produce it for inspection. By what means can Mrs. Blacknall then have of paying the said note if the same is in the hands of a third person, while the rents of the property are being used by her agent, W. L. Daughtrey?

7th. That Mrs. Blacknall, throughout her whole deposition, is enveloped in such doubt and uncertainty as to this transaction, involving \$8,000.00, as to make her testimony entirely unreliable.

8th. That W. L. Daughtrey being indebted to W. A. Lassiter, stated to said Lassiter that if he, Daughtrey, won this suit, he would pay to him, Lassiter, said indebtedness in a portion of the land in the said deeds mentioned, this showing that W. L. Daughtrey still had the possession, management, and control of the said property as his own.

For these reasons, and for many others apparent from the

record, your petitioners are advised and believe that the said three several deeds of bargain and sale are fraudulent and void, having been made with in this cause so charged, yet at fraud creditors; and the bill intent to hinder, delay, and de- the hearing the court dismissed the said bill by its decree of October 13, 1894. Your petitioners are therefore aggrieved by the entry of the said decree, and allege the following results from the evidence in said cause:

1st. Although Mrs. Daughtrey, in her deposition (questions 17, 18, 19), states that she had no knowledge of the financial condition of the firm of Daughtrey & Hines, and did not know that said firm was embarrassed, yet such cannot be true either under the law or the facts of this case. W. L. Daughtrey was her agent for the conduct of the business of that firm, and had full knowledge of its affairs, and the knowledge of the agent is imputed to the principal.

Manhattan Fire Ins. Co. vs. Weili & Ullman, 28 *Grat.*, 389.

But as a fact Mrs. Daughtrey must have known the condition of the firm; she well knew that judgments had been obtained against said firm and secured the same, as preferred claims under the deed of assignment executed by her. (See Exhibit No. 1.)

2d. *Indicia* of fraud are complete, as appears from the following facts: The deeds embrace all of the property of Mrs. Daughtrey, who lived in the town of Suffolk, and had no intention of removing therefrom, including her house and home; the grantor was a resident of Virginia, the grantee, a resident of Georgia; a note was taken for purchase price, without interest, and unsecured; five years' credit was given; the grantor still remains in possession, management, and control of the property, as before the making of the said deeds, without paying rent or rendering any account therefor; the grantee was the sister of the grantor and paid no money on account of said purchase; the grantee was financially unable to make such a purchase, and pay for the property; the property was purchased without examination of the title and without any knowledge of its condition or value; the firm of Daughtrey & Hines had failed, was sued and being sued, and the individual property of the grantor was liable for the debts. (*Hickman vs. Trout*, 83 *Va.*, 478; *Armstrong, &c., vs. Lachman*, 84 *Va.*, 726; *Saunders vs. Parrish*, 86 *Va.*, 592.)

3d. It is evident from the certificate of Jno. B. Pinner, notary public, that W. L. Daughtrey was in Suffolk on October 10, 1891, when two of the deeds were prepared and executed, and that he, after that time, left for Atlanta, taking the two deeds with him, without the knowledge of the grantee; hence the grantee could have made no arrangements as to purchase

or price. That his trip to Atlanta was after October 10th, and before the preparation of the deed of October 16th; hence the last mentioned deed was not executed until his return, which was November 1, 1891. All of which facts fully establish the fraudulent nature of the said transaction, and render the said deeds null and void.

For these errors your petitioners pray for a writ of error and supersedeas to the said decree of the Circuit Court of Nansemond county; and that the said decree may be reviewed, reversed, and set aside, and the three several deeds of bargain and sale declared fraudulent, null, and void.

And as in duty bound, &c.

W. B. FERGUSON & CO. & ALS,
By Edwards & Happer and E. E. Holland,
Their attorney.

I do hereby certify that in my opinion it is proper that the decision referred to in the foregoing petition should be reviewed by the Supreme Court of Appeals of Virginia.

JNO. W. HAPPER,

January 12, 1895.

Appeal allowed and *supersedeas* awarded. Bond required in the penalty of \$800, with condition according to law.

JOHN W. RIELY.

January 19, 1895.

To the Supreme Court of Appeals at Richmond, Va.:

VIRGINIA:

Pleas before the Honorable Chandler W. Hill, judge of the Circuit Court of the county of Nansemond, on the 13th day of October, A. D. 1894.

W. B. Ferguson, W. W. Cockey,
and E. A. Norfleet, mer-
chants and partners trading
as W. B. Ferguson and Co.,
W. A. Allen, C. E. Holland,
trading as C. E. Holland &
Co., and R. P. Voight,

Complainants,

against
Beatrice J. Daughtrey and W.
L. Daughtrey, her husband,
Eugenia A. Blacknall and
Thomas H. Blacknall, her
husband, E. E. Holland, and
Jno. T. Nurney, trustees, The
Old Dominion Building and
Loan Association of Rich-
mond, Virginia, Maggie E.
Riddick, Bettie S. Riddick,
H. A. Morgan, Jesse D.
Daughtrey, trustee, John F.
Pinner, and Margaret P. Pin-
ner,

Defendants.

In Chancery.

Be it remembered, that heretofore—to-wit: On the 13th day
of November, 1891, came W. B. Ferguson, W. W. Cockey, and
E. A. Norfleet, merchants and partners, trading as W. B. Fer-
guson & Co.; W. A. Allen, C. E. Holland, trading as C.
page 2 } E. Holland & Co., and R. P. Voight, and sued out of
the clerk's office of said court, their writ of summons
in equity against Beatrice J. Daughtrey and W. L. Daughtrey,
her husband, Eugenia A. Blacknall, and Thomas H. Black-
nall, her husband; E. E. Holland, and Jno. T. Nurney, trus-
tees, The Old Dominion Building and Loan Association of
Richmond, Virginia, Maggie E. Riddick, Bettie S. Riddick, H.
A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner and
Margaret P. Pinner, which writ, with the return of service
thereon, is in the words and figures following—to-wit:

Writ.

The Commonwealth of Virginia,
To the Sheriff of Nansemond county—Greeting:

You are hereby commanded to summon Beatrice J. Daught-
rey and W. L. Daughtrey, her husband; Eugenia A. Blacknall
and Thomas H. Blacknall, her husband; E. E. Holland and Jno.

T Nurney, trustees; The Old Dominion Building and Loan As-
sociation of Richmond, Virginia, Maggie E. Riddick, Bettie S.
Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F.
Pinner, and Margaret P. Pinner, 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 third Monday in November,
page 3 } 1891 (16th day), to answer a bill in chancery exhibit-
ed against them in the said court by W. B. Ferguson,
W. W. Cockey, and E. A. Norfleet, merchants and part-
ners trading as W. B. Ferguson and Co.; W. A. Allen, C. E.
Holland, trading as C. E. Holland & Co., and R. P. Voight. And
have then and there this summons.

Witness, A. P. Gomer, clerk of our said court, at his office,
this 13th day of November, 1891, in the 116th year of the Com-
monwealth.

Teste:

A. P. GOMER,
Clerk.

Return of Service.

Executed this the 14th day of November, 1891, by deliver-
ing a true copy of the within summons to each of the within
named persons, Beatrice J. Daughtrey, W. L. Daughtrey, E.
E. Holland, and Jno. T. Nurney, trustee, Maggie E. Riddick,
and Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trus-
tee; John F. Pinner, and Margaret P. Pinner.

The within named Eugenia A. Blacknall and Thomas H.
Blacknall and the Old Dominion Building and Loan Associa-
page 4 } tion of Richmond, Virginia, are not found in my coun-
ty.

A. H. BAKER,
Sheriff.

And afterwards—to-wit: At rules held in the clerk's office
of the said court on the third Monday in November, 1891—to-
wit: On the 16th day of November, 1891, came the complain-
ants and filed their bill; which bill and the exhibits therewith
filed are in the words and figures following—to-wit:

Bill.

In the Circuit Court of Nansemond county—to-wit:

W. B. Ferguson, W. W. Cockey, and Edward A. Norfleet, merchants and partners doing business under the name and style of W. B. Ferguson & Co., W. A. Allen, R. P. Voight, and C. E. Holland, trading as C. E. Holland & Co., against Beatrice J. Daughtrey and W. L. Daughtrey, her husband; Engenia A. Blacknall and Thomas H. Blacknall, her husband; E. E. Holland, and J. T. Nurney, trustees; the Old Dominion Building and Loan Association of Richmond, Virginia; Maggie E. Riddick, Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner and Margaret P. Pinner, } In Chancery.

To the Hon. C. W. Hill,
Judge of the said court:

page 5 } Your complainants, the above named parties, humbly complaining, show unto your Honor the following case:

That Beatrice J. Daughtrey and W. E. Hines, until recently merchants and partners doing business in the town of Suffolk, county of Nansemond, under the name and style of Daughtrey & Hines, are justly indebted to them as follows:

To your complainants, W. B. Ferguson, W. W. Cockey, and Edward A. Norfleet, merchants and partners doing business under the name and style of W. B. Ferguson & Co., in the sum of four thousand one hundred and twenty-two dollars and fifty-four cents (\$4,122.54-100), with interest thereon until paid, evidenced by divers and sundry negotiable notes made and endorsed from time to time by said Daughtrey & Hines, and payable to your complainants, W. B. Ferguson & Co., and in the further sum of seventy-five dollars (\$75.00), due by open account, to your said complainants, W. B. Ferguson & Co., for } divers goods, wares, and merchandise, by them furnished, and delivered to the said Daughtrey and Hines, and at their special instance and request.

And to your complainant, W. A. Allen, in the sum of nineteen hundred and seventy-eight dollars and fifty cents (\$1,978.50-100), with interest thereon, until paid, evidenced by bond bearing date March 13th, 1891, subject, however, to vari-

ous credits amounting in the aggregate to the sum of six hundred and twenty-two dollars and forty-seven cents (\$622.47-100).

And to your complainant, R. P. Voight, in the sum of forty-seven dollars and fifty cents (\$47.50-100), with interest thereon, evidenced by a certain negotiable note bearing date September 10th, 1891.

And to your complainant, C. E. Holland, trading as C. E. Holland & Co., in the sum of two hundred dollars (\$200.00), with interest thereon, until paid, evidenced by a certain negotiable note.

That notwithstanding the said several sums of money due to your complainants respectively as above set forth, are justly due and owing to them, yet the said Daughtrey & Hines have not, nor has either of them, paid to your complainants the } sums so due to them, or any part thereof, although page 7 } often requested so to do.

But being so indebted to them in the respective amounts as aforesaid they, the said Beatrice J. Daughtrey and W. E. Hines, constituting the said firm of Daughtrey & Hines, did, by their certain deed bearing date on the 10th day of November, 1891, of record in the clerk's office of the County Court for said Nansemond county, assign, transfer, and deliver unto one C. W. Wright, trustee, in trust for certain purposes in said deed set forth, the following property—to-wit: The entire stock of goods, wares, merchandise, store fixtures, and other personal property, of whatever, consisting, now in the store-house on Main street, in the town of Suffolk, Virginia, occupied by said Daughtrey & Hines, and owned by Margaret P. Pinner; also all notes, bonds, bills, accounts, and other evidences of debt due and owing or to become due and owing to said Daughtrey and Hines; also all other property, real, personal, or mixed, belonging to said firm of Daughtrey and Hines, or to which they may be entitled. And the said B. J. Daughtrey doth also transfer, assign, and deliver unto said party of the second part for the purposes of this trust, all her right, title, and interest, and whatever amount may be due to page 8 } her after the payment of the amount due and owing } to the United Banking and Building Company of Richmond, Virginia, in, to, and from the notes secured by deeds of trust on real estate on Main street in Suffolk, Virginia, and made by N. G. Norfleet and W. A. Lassiter, and also all her right, title, and interest in and to a claim due to her by Mrs. M. E. Pierce, and evidenced by the notes of said Mary E. Pierce, all of which will more fully appear by reference to said deed, a certified copy of which is herewith filed and mark-

ed "Exhibit No. 1," and prayed to be considered as a part of this bill.

That a short time prior to the said deed of assignment, executed by the said Daughtrey and Hines to the said C. W. Wright, trustee, as aforesaid, the said Beatrice J. Daughtrey, who was then a member of said firm of Daughtrey and Hines, was the owner, in her own right of large and valuable real estate in the town of Suffolk, in the county of Nansemond, Virginia, and well knowing the failing circumstances and insolvent condition of the said firm of Daughtrey and Hines, and that her individual property was liable for the payment of the debts of the said firm, and in anticipation of the said assignment, she, the said Beatrice J. Daughtrey, underpage 9 } took and pretended to convey all of her said real estate to her sister, one Eugenia A. Blacknall, wife of Thomas H. Blacknall, of the city of Atlanta, in the State of Georgia, and to this end and purpose, she, together with W. L. Daughtrey, her husband, executed three several deeds of bargain and sale conveying property therein set forth and described as follows—to-wit:

1. By deed dated October 10th, 1891, of record in the clerk's office of the County Court of said Nansemond county, in Deed Book 25, page 199, the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, in consideration of the sum of five hundred dollars and the assumption of the payment of the debt herein stated, did grant unto the said Eugenia A. Blacknall, those certain tracts, pieces, or parcels of land, situate in the town of Suffolk, county of Nansemond, State of Virginia, and described as follows:

1st. All that certain lot, piece, or parcel of land lying at the junction of River (or Point street), in said town with First } cross street in said town, and bounded by the said river (or Point) street First cross street, and the lands of the Suffolk Lumber Company; and 2d. All that certain lot, piece, or parcel of land bounded by the said River (or Point) street, the lands of Isaiah Faulk, the lands of the Suffolk Lumber Company, R. Seth Eley's estate, and the lands of W. L. Daughtrey, the said above described tracts of land being the same land sold and conveyed unto the said Beatrice J. Daughtrey by W. L. Daughtrey, by deeds dated Oct. 13th, 1890, and recorded in D. B. 24, page 134, in said clerk's office.

The said tracts of land are hereby conveyed, subject to the lien of a certain deed of trust, dated June 7th, 1890, from W. L. Daughtrey and wife, to E. E. Holland and J. T. Nurney, trustees, of record in Deed Book 29, page 233, to secure a certain debt of \$1,500, subject to subsequent credits thereon, due

the Old Dominion Building and Loan Association of Richmond, Virginia, all of which will more fully appear by reference to said deed, a certified copy of which is herewith filed, marked "Exhibit No. 2," and prayed to be considered as a part of this bill.

2. By deed dated October 16th, 1891, of record in said clerk's office in Deed Book 25, page 200, the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, in consideration of the sum of five thousand five hundred dollars, did grant unto the said Eugenia A. Blacknall, all that certain tract, lot, or parcel of land upon which the grantors at this time reside, situate on the east side of Main street in the town of Suffolk, county and State aforesaid, and fronting on said street fifty-five feet, more or less, and bounded on the north by the lot of the Christian church (formerly A. S. Darden's), on the east by a branch, on the south by the lot of Mary Boothe, and on the west by said street, and it being the same lot or piece of land, which, by deed dated May 10th, 1880, and recorded on May 14th, 1880, in Deed Book 8, page 367, in said clerk's office was sold and conveyed by Wilbur J. Kilby, trustee, unto W. L. Daughtrey, and the same which was conveyed by the said W. L. Daughtrey unto Beatrice J. Daughtrey, by deed dated Oct. 4th, 1886, recorded in D. B. 17, page 226, in said clerk's office. The said land is hereby conveyed, subject to the lien of a certain deed of trust to secure to Misses Maggie E. and Bettie S. Riddick, two thousand dollars, and H. A. Morgan, the sum of three hundred dollars, said deed being made to E. E. Holland, trustee, and being recorded in D. B. 29, page 434, in said clerk's office—the assumption of the debts hereby secured is to be taken as a part of the consideration of this deed—all of which will more fully appear by reference to the said deed, a certified copy of which is herewith filed, marked "Exhibit No. 3," and prayed to be considered as a part of this bill.

3. By deed dated October 10th, 1891, of record in said clerk's office, in Deed Book 25, page 210, the said Beatrice J. Daughtrey, and W. L. Daughtrey, her husband, in consideration of the sum of seven hundred dollars, did grant unto the said Eugenia A. Blacknall all the right, title, and interest of the said Beatrice J. Daughtrey in and to all that certain tract, piece, or parcel of land with its appurtenances, situate on the east side of Main street, in the town of Suffolk, county and State aforesaid, and bounded on the north by the lands of Henry Kim, on the east by a branch, on the south by the lands of the corporation of Suffolk, and on the west by the said Main street, it being an undivided interest in the said

land, and being the same sold and conveyed unto said Beatrice J. Daughtrey, by Jesse D. Daughtrey, trustee, by deed duly recorded, the said interest being conveyed unto the said Eugenia A. Blacknall, subject to the lien of a certain deed of trust from said grantors herein to Jesse D. Daughtrey, page 13 } trustee, dated April 20th, 1891, and recorded in said clerk's office in Deed Book 30, page 39, all of which will more fully appear by reference to the said deed, a certified copy of which is herewith filed, marked "Exhibit No. 4," and prayed to be considered as a part of this bill.

Your complainants allege and charge that at the time of the making of the said several deeds of bargain and sale, by the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, to the said Eugenia A. Blacknall—to-wit: October 10th, 1891, and long prior thereto, their respective claims as afore said, had been contracted.

Your complainants are informed and verily believe that the assets of the late firm of Daughtrey and Hines will not pay more, if so much, as ten or fifteen per cent. of the debts of said firm, and they allege and charge that the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, well knowing this fact, and the utter insolvent condition of said firm, made and executed the said three several deeds of bargain and sale to the said Eugenia A. Blacknall, sister of the said Beatrice J. Daughtrey, with the intention of delaying, hindering, and defrauding her creditors.

page 14 } And your complainants are further informed and so allege and charge that the said Eugenia A. Blacknall, at the time of the execution of the said three several deeds to her, had notice of this fraudulent intent of her grantors, the said Beatrice J. Daughtrey and W. L. Daughtrey.

Your complainants are further informed and verily believe and so charge that the said deeds, although purporting to have been made upon valuable consideration, were made not upon consideration deemed valuable in land, and the purchase prices and considerations in said deeds mentioned, were not paid by the said Eugenia A. Blacknall, or by any other person, nor was it the intention of the parties that the same should be paid.

That the said Daughtrey and Hines, and the said Beatrice J. Daughtrey and W. E. Hines, individually, are utterly insolvent, and should the three several deeds of bargain and sale hereinbefore mentioned be allowed to stand, your complainants will have no means by which they can secure their claims.

page 15 } Forasmuch as such actings and doings are contrary to equity and good conscience and are in direct violation of the statutes of this State, and as your complain-

ants are remediless in the premises save in a court of equity, where matters of this kind are alone properly cognizable and relievable, to the end, therefore, that justice may be done, your complainants pray that the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband; Eugenia A. Blacknall and Thomas H. Blacknall, her husband; E. E. Holland and J. T. Nurney, trustees; The Old Dominion Building and Loan Association of Richmond, Virginia, Maggie E. Riddick, Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner, and Margaret P. Pinner, may be made parties defendant to this bill, and may severally be required to answer the same, but answer under oath is waived.

That a decree may be entered, setting aside and declaring illegal, null, and void, the three several deeds of bargain and sale executed by the said Beatrice J. Daughtrey and W. L. Daughtrey, her husband, to the said Eugenia A. Blacknall, dated October 10th, 1891, and October 16th, 1891, respectively, of record in the clerk's office of the County Court of Nausemond county, in Deed Book 25, pages 199, 200, and 201.

That all proper decrees of reference may be had, and accounts ordered of the debts and demands due to your respective complainants. That the property mentioned and described in the three several fraudulent deeds of bargain and sale and attempted to be conveyed thereby, may be declared subject to a lien in favor of your complainants for the debts ascertained to be due to them respectively, by the said Beatrice J. Daughtrey and W. E. Hines in preference to the claims of all other creditors of the said Daughtrey and Hines, or of the creditors of the said Beatrice J. Daughtrey, except all such proper and bona fide liens as may have been created upon the said property prior to the dates of the said pretended and fraudulent deeds of bargain and sale. That the said property may be sold, and the proceeds therefrom applied to the payment of your complainants' respective claims. That page 17 } a reasonable attorney's fee may be allowed your complainants' attorneys for conducting this suit, that they may have their respective claims and demands fully paid and satisfied; and that they may have respectively such other, further, and general relief as to equity, may seem meet, and as the nature of their case may require.

And your complainants will ever pray, &c.

EDWARDS & HAPPER,
And E. E. HOLLAND, p. q.

Virginia, Nansemond county—to-wit:

This 16th day of November, 1891, personally appeared before me, a notary public, in and for said county, in said State, W. W. Cockey, of and for the firm of W. B. Ferguson & Co., and made oath that the allegations in the foregoing bill stated of his own knowledge, he knows to be true, and the others resting upon the knowledge or information of others, he believes to be true.

Given under my hand this 16th day of November, 1891.

E. E. HOLLAND,
Notary Public.

page 18 } Exhibit No. 1.
This deed, made this the 10th day of November, in the year 1891, by and between B. J. Daughtrey, a married woman, engaged in trade for her separate use and benefit in the same manner as if she was unmarried, and W. E. Hines, merchants and partners trading as Daughtrey & Hines, of the town of Suffolk, county of Nansemond, Virginia, of the first part, and C. W. Wright, of said county and State, chosen as trustee of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of five dollars, the receipt of which is hereby acknowledged, do hereby grant, convey, assign, transfer, and deliver unto said party of the second part, the following property—to-wit: The entire stock of goods, wares, merchandise, store fixtures, and other personal property, of whatever consisting, now in the storehouse on Main street in the town of Suffolk, Virginia, occupied by said Daughtrey and Hines, and owned by Margaret P. Pinner; also all notes, bonds, bills, accounts, and other evidences of debt due and owing, or to become due and owing to said Daughtrey and Hines; also all other property, real, personal, or mixed, belonging to said firm of Daughtrey & Hines, or to which they may be entitled. And the said B. J. Daughtrey doth also transfer, assign, and deliver unto said party of the second part, for the purposes of this trust, all her right, title, and interest, and whatever amount may *may* be due to her after the payment of the amount due and owing to the United Banking and Building Company, of Richmond, Virginia, in, to, and from the notes secured by deeds of trust on real estate on Main street, in Suffolk, Virginia, and made by N. G. Norfleet and W. A. Lassiter; and also all her right, title, and interest in and

to a claim due to her by Mrs. M. E. Pierce, and evidenced by the notes of said Mary E. Pierce.

In trust, to secure the costs and expenses of executing this trust, including a commission of three per centum to the trustee, upon all sales or collections, or of the moneys which shall come into his hands as trustee, the fees of counsel in and about the preparation and execution of this deed and the closing up of this trust, if they shall remain unpaid at the time of its delivery, and the fees for recording this deed, and after

page 20 } the payment thereof to secure:
First. To E. Levering & Co., L. W. Davis, Slingluff, Disney & Co., Thomas McDowell & Pyle, the payment in full of the several judgments lately obtained by said parties against said Daughtrey and Hines or against B. J. Daughtrey, with interest and costs of judgments and executions thereon, and also to secure the payment in full of any other judgment against said Daughtrey and Hines, obtained by any other party whose names are not here mentioned, because not now remembered, with interest and the costs of executions thereon, and to A. B. Daughtrey the amount due for services as clerk to date, and H. E. Smith the payment of a note given to them, made by W. L. Daughtrey and endorsed by Daughtrey & Hines, and after the payment thereof in full, to secure:

Second. To W. C. King, of Norfolk, Virginia, the payment of the sum sixty dollars and twenty-four cents, or the amount now due to said W. C. King, as shown by our books; to W. B. Ferguson & Co. the amount due and owing to said firm, either as principals or endorsers on notes made in their favor, or in favor of other parties and endorsed by them, which said amount so due and owing to said firm is evidenced by notes, and can be ascertained therefrom, and amounting in the aggregate to \$4,122.54-100; to W. B. Ferguson & Co., of Suffolk, Virginia, the payment of an open account for the sum of seventy-five dollars or thereabout; to C. E. Holland & Co., of Suffolk, Virginia, the payment of the sum two hundred and five dollars, evidenced by note; to W. N. Camp, of Suffolk, Virginia, the payment of the sum of forty dollars, evidenced by note; to W. A. Lassiter, of Suffolk, Virginia, the payment of the sum of forty dollars; to R. P. Voight, of Norfolk, Virginia, the payment of the sum of fifty-two dollars and sixty cents, or the amount now due and evidenced by notes; to the Farmers Bank of Nansemond, in Suffolk, Virginia; the payment of thirty-five dollars, evidenced by note endorsed by W. E. Hines and B. J. Daughtrey, and made by W. L. Daughtrey; and also the payment of the sum of sixty dollars, evidenced by note made by W. L.

Daughtrey, and endorsed by W. J. Rawles and Daughtrey & Hines; and to Thos. W. Smith and Jno. F. Stewart, of Suffolk, Virginia, the payment of the balance due on a note made } by W. L. Daughtrey, and endorsed by Daughtrey & Hines, and purchased by said parties from the first } National Bank of Suffolk, Virginia; all of which said claims, if the funds in hand are sufficient, are to be paid in full, without preference, and if the funds in hand are not sufficient, then pro rata according to their respective amounts.

And after the payment thereof in full to pay or secure:

Third. To L. P. Harper, of Suffolk, Virginia, the payment of the sum of twenty-five dollars; to R. W. Baker & Co., of Suffolk, Virginia, the payment of the sum of thirty-five dollars; to M. F. Lloyd, of Suffolk, Virginia, the payment of the sum of thirty dollars; to G. W. Burch, of Richmond, Virginia, the payment of about four hundred dollars; to H. F. Munt, of Petersburg, Virginia, the payment of the sum of one hundred and eighteen dollars and eighty cents, and to Pool & Son, of Petersburg, Virginia, the payment of the sum of fifteen dollars, which said amounts are to be paid in full if the funds in hand are sufficient, without preference, but if not, } then pro rata, according to their respective amounts. page 23 } And after the payment thereof to secure:

Fourth. To all other creditors of the said parties of the first part, the payment of the sum or sums, amount or amounts due and owing, or which may become due and owing to them respectively, a list of which said creditors, as far as now remembered, is contained in Schedule "A" herewith annexed and made a part of this deed, but the rights of any creditor not mentioned herein are not to be prejudiced thereby. And the said trustee, for the purposes of executing this trust, shall take immediate possession of the property and effects hereby conveyed and make an inventory thereof as soon as practicable; and shall proceed to collect all debts due and owing, or which may become due and owing to said Daughtrey & Hines, with power and authority to make compromises of doubtful or disputed claims; and to convert the property and effects hereby conveyed into cash as soon as possible, with power and authority to said trustee, if deemed expedient and to the

interest of the creditors, to sell said stock of goods at } private sale, by retail for cash, for a period not exceeding sixty days, and at the expiration of said period, or earlier, if deemed advisable, to sell such goods as may then be on hand and not disposed of by public auction for cash, after reasonable notice of time and place of sale. But the said trustee is also empowered and authorized, if deemed

expedient, to sell said stock of goods as a whole, for cash, if a satisfactory price is offered therefor, by public auction after reasonable notice of time and place of sale. And upon the conversion of said property and effects into cash, the said trustee shall distribute the same to the creditors herein named, in the order herein named, and in the distribution shall pay each creditor in full, if the funds in hand are sufficient, but if the funds in hand are not sufficient, then, after the payment of the costs and expenses of executing this trust, shall pay in full the creditors herein first secured in full, including fees of counsel in and about the preparation } of this deed and the settlement of this trust, and the } fee for recording same, and after the payment thereof in full shall pay in full the creditors herein secondly secured, if the funds in hand are sufficient, and if not, pro rata, according to their respective claims, without preference between said parties, and if, after the payment thereof, there remains a surplus in his hands, he shall pay the creditors herein thirdly secured in full, or if not, pro rata, according to their respective claims; and if, after the payment thereof, there still remains a surplus in his hands he shall pay the same ratably on the claims of all the other creditors of said parties of the first part in the order herein named. The said trustee is empowered to employ all such agents, clerks, and employees as may be necessary for the proper and expeditious execution of this trust, paying such clerks, agents, and employees reasonable wages out of the trust fund.

In all other respects this deed shall be executed according to the law governing trust deeds and sales.

Witness the following signatures and seals:

page 26 } B. J. DAUGHTREY, [Seal.]
 } W. E. HINES, [Seal.]
 } DAUGHTREY & HINES. [Seal.]
 By W. E. Hines.

Virginia, Nansemond county—to-wit:

I, John B. Pinner, a notary public in and for said county, in said State, do certify that B. J. Daughtrey and W. E. Hines, merchants and partners trading as Daughtrey & Hines, for themselves and for the firm of Daughtrey & Hines, whose names are signed to the writings above, bearing date the 10th day of November, 1891, have acknowledged the same before me in my county aforesaid.

Given under my hand this the 11th day of November, 1891.

JOHN B. PINNER,
 Notary Public.

Schedule "A," referred to in the annexed deed and made a part thereof, and being a list of the creditors of said Daughtrey & Hines, there referred to as far as now remembered, and the amounts of their respective claims.

[Page 27.]

Thurber Whyland and Co., of New York,	\$108 53
Va. Chemical Co., of Portsmouth, Virginia,	21 60
Guarantee Chemical Co., of Philadelphia,	13 25
N. K. Fairbanks and Co., of Chicago,	56 76
Gillespie Zeller and Co., of Philadelphia,	110 96
Old Dominion Cracker Co., of Richmond, Va.,	96 29
Paul R. Howard, Norfolk, Va.,	6 15
W. A. Bingham, New York,	14 21
Louis Catogni, of Roanoke, Va.,	30 00
Gleassard and Co., Baltimore Md.,	239 13
J. J. Haines and Co., of Baltimore, Md.,	11 45
Sam Wilde and Son, of New York,	34 30
C. W. Lord and Co., of Baltimore, Md.,	69 14
F. A. H. Leggett & Co., of New York,	256 27
Tyler and Bros., of Baltimore, Md.,	62 97
C. F. Earickson & Co., of Baltimore, Md.,	34 35
T. C. White, of Norfolk, Va.,	44 85
Geo. B. Plant, of St. Louis, Mo.,	105 05
Warwick Bros., of Richmond, Va.,	57 14
Southern Manufacturing Co., of Richmond, Va.,	124 10
J. Moritz and Co., of Norfolk, Va.,	76 50

And all other creditors of said Daughtrey and Hines not included herein because not now remembered.

B. J. DAUGHTREY,
W. E. HINES,
DAUGHTREY & HINES.
By W. E. Hines.

In the clerk's office of the County Court of Nansemond county, the 11th day of November, 1891:

This deed of assignment was presented, with the certificate annexed, and admitted to record.

Teste:

R. R. SMITH,
Clerk.
By A. P. Gomer,
D. C.

A copy—Teste:

R. R. SMITH,
Clerk.
By A. P. Gomer,
D. C.

"Exhibit No. 2."

This deed, made this 10th day of October, in the year one thousand, eight hundred and ninety-one, between Beatrice J. Daughtrey and W. L. Daughtrey her husband, of the county of Nansemond, State of Virginia, parties of the first part, and Eugenia A. Blacknall, of the city of Atlanta, State of Georgia, party of the second part—witnesseth: That in consideration of the sum of five hundred dollars and the assumption of the payment of the debt herein stated, the said Beatrice J. Daughtrey and W. L. Daughtrey, do grant unto the said Eugenia A. Blacknall for and as her sole and separate estate, with general warranty, all those certain tracts, pieces, or parcels of land situated in the town of Suffolk, county of Nansemond, State of Virginia, and described as follows:

1st. All that certain lot, piece, or parcel of land lying at the junction of River (or Point street), in said town with first cross street in said town and bounded by the said River (or Point) street, first cross street, and the lands of the Suffolk Lumber Company; and

2d. All that certain lot, piece, or parcel of land bounded by the said River (or Point) street, the lands of Isaiah Faulk, the lands of the Suffolk Lumber Company, R. Seth Eley's estate, and the lands of W. L. Daughtrey, the said above described tracts of land being the same land sold and conveyed unto the said Beatrice J. Daughtrey by W. L. Daughtrey, by deed dated the 13th day of October, 1890, and recorded in Deed Book No. 24, at page 134.

The said tracts of land are hereby conveyed, subject to the lien of a certain deed of trust dated the 7th day of June, 1890, from W. L. Daughtrey and wife to E. E. Holland, and J. T. Nurney, trustees, said deed of trust being recorded in the clerk's office of the Nansemond County Court, in Deed Book No. 29, at page 233, to secure a certain debt of \$1,500, subject to subsequent credits therein, due the Old Dominion Building and Loan Association of the city of Richmond, Virginia, the payment of said debt being assumed by the grantee herein and such assumption of payment constituting a part of the consideration named in this deed.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have

done no act to encumber the said land save as stated; that the grantee shall have quiet possession of the said land free from all encumbrances save as stated, and that they, the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signatures and seals:

BEATRICE J. DAUGHTREY, [Seal.]
W. L. DAUGHTREY. [Seal.]

State of Virginia, county of Nansemond—to-wit:

I, John B. Pinner, a notary public for the county aforesaid, in the State of Virginia, do certify that Beatrice J. Daughtrey and W. L. Daughtrey, her husband, whose names are signed to the writing hereto annexed, bearing date the 10th day of October, 1891, have acknowledged the same before me in my } county aforesaid.
page 31 } Given under my hand this 10th day of October,
1891.

JOHN B. PINNER,
Notary Public.

County of Nansemond—to-wit:

In the office of the clerk of the County Court of Nansemond, the 2d day of November, 1891, at 9:14 o'clock A. M., this deed was presented, and with the certificate annexed, admitted to record.

Teste:

R. R. SMITH,
Clerk,
By A. P. Gomer,
D. C.

A copy—Teste:

R. B. SMITH,
Clerk.
By A. P. Gomer,
D. C.

"Exhibit No. 3."

This deed, made this 16th day of October, in the year one thousand eight hundred and ninety-one, between Beatrice J. Daughtrey and W. L. Daughtrey, her husband, of the county of Nansemond, State of Virginia, parties of the first part, and Eugenia A. Blacknall, of the city of Atlanta, State of Georgia, party of the second part—witnesseth:

That in consideration of the sum of five thousand five hundred (\$5,500) dollars, the said Beatrice J. Daughtrey }
page 32 } and W. L. Daughtrey, her husband, do grant unto }
the said Eugenia A. Blacknall, for and as her sole and separate estate, with general warranty, all that certain tract, lot, or parcel of land upon which the grantors at this time reside, situated on the east side of Main street, in the town of Suffolk, county and State aforesaid, and fronting on said street fifty-five (55), feet, more or less, and bounded on the north by the lot of the Christian church (formerly A. S. Darden's), on the east by a branch, on the south by the lot of Mary Boothe, and on the west by the said street, and it being the same lot or parcel of land which, by deed dated the 10th day of May, 1880, and recorded on the 14th day of May, 1880, on page 367, of Deed Book No. 8, in the Nansemond county clerk's office, was sold and conveyed by Wilbur J. Kilby, trustee, unto W. L. Daughtrey and the same which was conveyed by said W. L. Daughtrey unto Beatrice J. Daughtrey, by deed dated the 4th day of October, 1886, and recorded in the Nansemond county clerk's office, in Deed Book No. 17, page 226, together with all and singular the appurtenances belonging to the same. The said land is hereby conveyed subject to the lien of a certain deed of trust to secure to Misses }
page 33 } Maggie E. and Bettie S. Riddick the sum of two }
thousand dollars and H. A. Morgan the sum of \$300, }
said deed being recorded in the Nansemond county clerk's office in Deed Book No. 29, at page 434, and the payment of said debts being assumed by the grantee herein, and such payment constituting a part of the consideration of said deed.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land save as stated; that the grantee shall have quiet possession of the said land free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

BEATRICE J. DAUGHTREY, [Seal.]
WM. L. DAUGHTREY. [Seal.]

State of Virginia, county of Nansemond—to-wit:

I, John B. Pinner, a notary public for the county aforesaid, in the State of Virginia, do certify that Beatrice J. Daughtrey and W. L. Daughtrey, her husband, whose name is signed to

the writing hereto annexed, bearing date the 16th day of October, 1891, has acknowledged the same before me in page 34 } my county aforesaid.
 } Given under my hand this 1st day of November, 1891.

JOHN B. PINNER,
 Notary Public.

County of Nansemond—to-wit:

In the office of the clerk of the County Court for the county of Nansemond, the 2d day of November, 1891, at 9 1-4 o'clock A. M., this deed was presented, and with the certificate annexed, admitted to record.

Teste: R. R. SMITH,
 Clerk,
 By A. P. Gomer,
 D. C.

A copy—Teste:

R. R. SMITH,
 Clerk.
 By A. P. Gomer,
 D. C.

“Exhibit No. 4.”

This deed, made this 10th day of October, in the year one thousand, eight hundred and ninety-one, between Beatrice J. Daughtrey and W. L. Daughtrey, her husband, of the county of Nansemond, State of Virginia, parties of the first part, and Eugenia A. Blacknall, of the city of Atlanta, State of Georgia, parties of the second part—witnesseth:

That in consideration of the sum of seven hundred dollars the said Beatrice J. Daughtrey and W. L. Daughtrey do grant unto the said Eugenia A. Blacknall, for and as her sole and separate estate, with general warranty, all the right, title, and interest of the said Beatrice J. Daughtrey in and to all that certain tract, piece, or parcel of land, together with all and singular the appurtenances belonging to the same, situated on the east side of Main street, in the town of Suffolk, county and State aforesaid, and bounded on the north by the land of Henry Kirn, on the east by a branch, on the south by the land of the corporation of Suffolk, and on the west by the said Main street, it being an undivided interest in the said land, and being the same sold and conveyed unto the said Beatrice J. Daughtrey, by Jesse D. Daughtrey, trustee, by deed duly recorded, and the said interest being conveyed unto the said Eu-

trust from said grantors herein the lien of a certain deed of Eugenia A. Blacknall subject to to Jesse D. Daughtrey, trustee, dated 20th April, 1891, and duly recorded in the page 36 } clerk's office of the Nansemond County Court in } Deed Book No. 30, page 39. The said parties of the first part covenant that they have the right to convey the said interest in said land to the grantee; that they have done no act to encumber the said interest in said land, save as stated, that the grantee shall have quiet possession of the said interest in said land free from all encumbrances save as stated, and that they, the said parties of the first part, will execute such further assurances of the said interest in said land as may be requisite.

Witness the following signatures and seals:

BEATRICE J. DAUGHTREY, [Seal.]
 W. L. DAUGHTREY. [Seal.]

State of Virginia, county of Nansemond—to-wit:

I, John B. Pinner, a notary public for the county aforesaid, in the State of Virginia, do certify that Beatrice J. Daughtrey and W. L. Daughtrey, her husband, whose names are signed to the writing hereto annexed, bearing date the 10th day of October, 1891, have acknowledged the same before me in my county aforesaid.

} Given under my hand this 10th day of October,
 page 37 } 1891.

JOHN B. PINNER,
 Notary Public.

County of Nansemond—to-wit:

In the office of the clerk of the County Court for the county of Nansemond, the 2d day of November, 1891, at 9 1-4 o'clock A. M., this deed was presented and with the certificate annexed, admitted to record.

Teste: R. R. SMITH,
 Clerk,
 By A. P. Gomer,
 D. C.

A copy—Teste:

R. R. SMITH,
 Clerk,
 By A. P. Gomer,
 D. C.

} And at the same rules—to-wit: At rules held in page 38 } the clerk's office of the said court on the third Monday in November, 1891—to-wit: On the 16th day of November, 1891.

The writ of summons issued in this cause having been returned executed on Beatrice J. Daughtrey, W. L. Daughtrey, E. E. Holland, and Jno. T. Nurney, trustees; Maggie E. Riddick and Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner, and Margaret P. Pinner, defendants, and the bill of the complainants with exhibits having been filed, and the defendants, Beatrice J. Daughtrey, W. L. Daughtrey, E. E. Holland, and Jno. T. Nurney, trustees; Maggie E. Riddick and Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner and Margaret P. Pinner, failing to appear and plead, answer, or demur to the said bill, on the motion of the complainants, it is ordered that it be entered of record that the said bill be taken for confessed, if the said defendants shall continue in default.

And afterwards—to-wit: At rules held in the clerk's office of the said court on the first Monday in December, 1891—to-wit: On the 7th day of December, 1891, the said defendants, Beatrice J.

} Daughtrey, W. L. Daughtrey, E. E. Holland, and page 39 } Jno. T. Nurney, trustees; Maggie E. Riddick and Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee, John F. Pinner and Margaret P. Pinner, still failing to appear and plead, answer, or demur to said bill, the same is taken for confessed as to said defendants, Beatrice J. Daughtrey, W. L. Daughtrey, E. E. Holland, and Jno. T. Nurney, trustees; Maggie E. Riddick, and Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner and Margaret P. Pinner, and the cause is set for hearing as to them.

And at rules continued and held in the clerk's office of the said court on Wednesday, the 18th day of November, 1891, the following affidavit as to the non-residence of the defendants, Eugenia A. Blacknall and Thomas H. Blacknall, was this day filed.

Virginia, Nansemond county—to-wit:

} This day personally appeared before me, E. E. Hol- page 40 } land, a notary public in and for said county, in said State, in my county aforesaid, W. W. Cockey, and made oath that Eugenia A. Blacknall and Thomas H. Black-

nall, against whom a suit has been instituted, together with others, in the Circuit Court of Nansemond county, by W. B. Ferguson, W. W. Cockey and E. A. Norfleet, merchants and partners trading as W. B. Ferguson and Co., W. A. Allen, R. P. Voight, and C. E. Holland, trading as C. E. Holland and Co., are non-residents of the Commonwealth of Virginia.

Given under my hand this, the 18th day of November, 1891.

E. E. HOLLAND,
N. P.

} And afterwards—to-wit: In the clerk's office of the page 41 } said court in vacation on Thursday, the 19th day of November, 1891, came the complainants and filed their order of publication against Eugenia A. Blacknall and Thomas H. Blacknall, her husband, the non-resident defendants, which order of publication is in words and figures following—to-wit:

The object of this suit is to have set aside as illegal, null, and void, three certain deeds of bargain and sale executed by Beatrice J. Daughtrey and W. L. Daughtrey, her husband, to Eugenia A. Blacknall, two of which said deeds are dated October 10, 1891, and the other October 16th, 1891, respectively, and recorded in the clerk's office of Nansemond County Court in D. B. No. 25, pages 199, 200, and 201, and to have the real estate therein attempted to be conveyed declared subject to the plaintiffs' claims and liens and to subject the same to the payment thereof.

And affidavit having been made and filed that the said Eugenia A. Blacknall and Thomas H. Blacknall, her husband, are non-residents of the State of Virginia, the said page 42 } Eugenia A. Blacknall and Thomas H. Blacknall, her husband, are required to appear in the clerk's office of this court, within fifteen days after due publication hereof, and do what may be necessary to protect their interests.

Teste:

A. P. GOMER,
Clerk.

} I, A. P. Gomer, clerk of the Circuit Court of Nanse- page 43 } mond county, do hereby certify that the above or within order of publication was posted at the front door of the court-house of Nansemond county on the 14th day of December, 1891, the same day being the first day of Nansemond County Court for the December term, 1891.

A. P. GOMER,
Clerk.

I hereby certify that the order of which the annexed is a copy, has been published in the Suffolk Herald in the manner prescribed by law—once a week for four successive weeks.

J. E. BOOKER,
Editor Herald.

And afterwards—to-wit: On the 18th day of January, 1892, at rules held in the clerk's office of said court, this cause is set for hearing on the order of publication duly executed as to the defendants, Eugenia A. Blacknall, and Thomas H. Blacknall, her husband.

} And afterwards—to-wit: At a Circuit Court continued and held for the county of Nansemond, at the court-house in the town of Suffolk, on Tuesday, the 12th day of April, 1892.

This day came the defendants, Beatrice J. Daughtrey and Eugenia A. Blacknall, by their counsel, and by the leave of the court, filed their respective answers to the bill of the complainants, which answers are in the words and figures following—to-wit:

Answer of Beatrice J. Daughtrey.

The answer of the defendant, Beatrice J. Daughtrey, to a bill of complaint filed against her by W. B. Ferguson & Co. and others.

} This defendant for answer says:
page 45 } It is true that she and W. E. Hines were partners, doing business under the name and style of Daughtrey & Hines. It is also true that the said firm were indebted, as she has been informed, to the said plaintiffs, but as to the respective amounts of said indebtedness she is not informed, and therefore calls for full proof of said indebtedness.

It is also true that she and W. E. Hines, constituting the said firm of Daughtrey & Hines, made the deed of assignment dated 10th Nov., 1891, as alleged in said bill.

It is also true that she executed the said several deeds to Eugenia A. Blacknall mentioned in said bill. But this respondent denies that she knew, at the time of the execution of said deeds, the failing circumstances and insolvent condition of the said firm of Daughtrey & Hines, and she denies that the said deeds were made in anticipation of said assignment. This respondent has no personal knowledge of the time or times when the debts of the respective plaintiffs were contracted.

At the time of executing said deeds to the said Eugenia A. Blacknall she had no personal knowledge of the financial condition of the firm of Daughtrey & Hines, and as far as she knew and believed at the time, the said firm was solvent. She most emphatically denies that the said deeds were made with any intention of delaying, hindering and defrauding her creditors.

The deeds were a bona fide sale of the property for the prices and consideration mentioned therein, which was fair and reasonable; and this respondent received from Mrs. E. A. Blacknall her note and cash therefor; and it is not true that there was any understanding that the said purchase-money was not to be duly paid, but on the contrary the whole was a bona fide business transaction.

And having answered, &c.

BEATRICE J. DAUGHTREY.

State of Virginia, Nansemond county—to-wit:

This day personally appeared before me, C. W. Jenkins, a notary public for the county aforesaid, in the State of Virginia, Mrs. Beatrice J. Daughtrey, and made oath that the matters and things stated in the foregoing answer, of her own knowledge, are true, and those stated upon information of others, she believes to be true.

} Given under my hand this 29th day of February,
page 47 } 1892.

C. W. JENKINS,
N. P.

Answer of Eugenia A. Blacknall.

The answer of the defendant, Eugenia A. Blacknall, to a bill of complaint filed against her by W. B. Ferguson & Co. and others.

page 48 } This respondent for answer to said bill says:

} That it is true that Beatrice J. Daughtrey and W. L. Daughtrey executed to her the said deeds mentioned, and conveyed to her the property therein specified. The said deeds were made pursuant to a contract of purchase. She purchased the said property in good faith for the consideration in said deeds mentioned, and gave her note and cash in full of said consideration as an ordinary business transaction, and it is not true that there was any understanding between this respondent and any of the parties that the said consideration was not to be paid, but on the contrary the said consid-

eration was to be paid. This respondent denies any information and belief that the said Beatrice J. Daughtrey and W. L. Daughtrey, or either of them, executed the said deeds and conveyed the said property to her with intention of delaying, hindering, and defrauding her or their creditors, but if they had any such intent this respondent had no notice or knowledge of any such intention.

As to all the other matters alleged in said bill she has no knowledge of them.

page 49 } And having answered, &c.

EUGENIA A. BLACKNALL.

Georgia, Fulton Co.:

This day personally appeared before me, Albert Howell, Jr., a notary public for the county aforesaid, in the State of Georgia, and made oath that the matters and things stated in the foregoing answer, of her own knowledge, are true and those stated upon information of others, she believes to be true.

Given under my hand this 3d day of March, 1892.

page 50 } ALBERT HOWELL, Jr.,
Notary Public in and for Fulton Co., Georgia.

Depositions of Beatrice J. Daughtrey and others, taken before me, C. H. Causey, Jr., a notary public, at the residence of said Beatrice J. Daughtrey and elsewhere in the town of Suffolk, county of Nansemond, Virginia, this 11th day of September, 1893, pursuant to consent of parties, notice for the taking of said depositions being waived, to be read as evidence on behalf of the plaintiffs in the chancery suit depending in the Circuit Court of Nansemond county, in which W. B. Ferguson & Company and others are plaintiffs, and the said Beatrice J. Daughtrey and others are defendants.

Present.—Jno. W. Happer, of counsel for plaintiffs; J. F. Crocker, of counsel for defendants.

The witness, Beatrice J. Daughtrey, being first duly sworn, deposes and says as follows:

Q. 1. Please state your name, age, residence, occupation, and whether or not you are one of the parties to this suit?

A. Beatrice J. Daughtrey; forty years old; Suffolk, Va.; no occupation; I am a party to this suit.

page 51 } Q. 2. How long have you resided in Suffolk, Va.?
A. Nineteen years, I believe.

Q. 3. Were you born and raised in the county of Nansemond?

A. Yes.

Q. 4. What relation are you, if any, to Mrs. E. A. Blacknall?

A. Sister.

Q. 5. Where does Mrs. Blacknall reside?

A. Atlanta, Ga.

Q. 6. How long has she resided in Atlanta, Ga.?

A. About six years.

Q. 7. Did you have any knowledge of the existence of the late firm of Daughtrey & Hines?

A. Yes.

Q. 8. Who constituted that firm?

A. Myself and W. E. Hines, my brother.

Q. 9. When was that co-partnership formed?

A. I do not remember the exact date.

Q. 10. Was the agreement of partnership verbal or in writing?

A. Verbal.

Q. 11. Did you give your individual attention to the business of that firm, or were you represented by another?

page 52 } A. I did not have to give my attention to it.

Q. 12. Who, then, represented you in the conduct of the business of that firm?

A. Mr. Daughtrey, my husband.

Q. 13. Did you consider Mr. Daughtrey, your husband, your agent for the transaction of the business of that firm so far as your interests were involved?

A. Yes.

Q. 14. Did you ever consult or have any conversation with your husband with reference to the conduct of the business of that firm or of its financial standing?

A. Yes.

Q. 15. Was such consultation or conversation had during the months of November, October, or immediately previous thereto in the year 1891?

A. I do not think we did; Mr. Daughtrey was away some time. I don't remember.

Q. 16. Did you know of the deed of assignment that was made by the firm of Daughtrey & Hines on November 10th, 1891?

A. Yes.

Q. 17. Did you at that time have any knowledge of the financial condition of that firm?

A. I did not.

page 53 } Q. 18. Did you not then know that said firm was embarrassed and unable to pay its debts?

A. I didn't know previous to that.

Q. 19. Did you not know as early as October, 1891, that

said firm was embarrassed and that an assignment was inevitable?

A. I did not.

Q. 20. You have stated that your husband was your agent to represent your interest in said firm, was he also your agent for the transaction of any other business you may have had?

A. He was.

Q. 21. Was your husband employed or engaged in any other business than that of representing your interest as your agent during the existence of the firm of Daughtrey & Hines?

A. Yes.

Q. 22. What other business was that in which he was engaged?

A. He was engaged in several things at that time—lumber and tie business and insurance, &c.

Q. 23. You have stated that you had no knowledge of the financial condition of the firm of Daughtrey & Hines previous to their deed of assignment, November 10th, 1891; page 54 } did you not know that suits had been instituted and } warrants for claims against said firm had been issued previous thereto?

A. I did not.

Q. 24. Were you not served with summons in one or more suits or with warrants previous to that time?

A. No.

Q. 25. What did your property consist of on the 10th day of October, 1891?

A. Real estate, I suppose.

Q. 26. How many pieces of real estate did you own on that date, and where were the same located?

A. The house in which I reside, an interest in store property, and the down-town property.

Q. 27. Is that all the real estate you owned on the 10th day of October, 1891?

A. Yes.

Q. 28. Was all the property that you owned in October and November of 1891 embraced and included in the deeds to your sister, Eugenia A. Blacknall, and the deed of assignment by Daughtrey & Hines to C. W. Wright, trustee?

A. Yes.

Q. 29. When and to whom did you sell your real estate?

A. In October, to Mrs. Eugenia Blacknall.

Q. 30. By whom were the negotiations of sale made?

A. By Mr. Daughtrey, for me.

Q. 31. Where were you at the time the deeds were executed?

A. At home, in Suffolk.

Q. 32. Where was Mrs. Blacknall at the time the deeds were executed?

A. In Atlanta.

Q. 33. Where was your husband at the time these deeds were executed?

A. In Atlanta.

Q. 34. When did he go to Atlanta?

A. About October 1st.

Q. 35. When did he return home from Atlanta?

A. On the 18th, I think.

Q. 36. I understand by your two last answers that your husband left Suffolk for Atlanta on October 1st of 1891 and returned to Suffolk on October 18th, 1891; am I correct, and was he, so far as you have any knowledge on the subject, in Atlanta during that time?

A. Yes.

Q. 37. Why did your husband leave Suffolk for Atlanta on the 1st of October, 1891?

A. He thought he might succeed in finding business there.

Q. 38. Did you have any communication with your sister prior to October 1st, 1891, in reference to the sale of your property in Suffolk?

A. Oh, yes.

Q. 39. Was that communication by letter or otherwise?

A. By letter.

Q. 40. Have you now such letter or letters, and can you produce the same?

A. No, indeed; I never keep my letters.

Q. 41. Was that communication in reference to the purchase of a part of your entire property?

A. This place she spoke of first.

Q. 42. How long was it before your husband went to Atlanta that your sister desired to purchase this place?

A. I don't know; for a long time she had been talking about it.

Q. 43. Were the deeds which you executed to your sister drawn before or after your husband's trip to Atlanta in October, 1891?

A. While he was there.

Q. 44. Did he sign the deeds in Atlanta or in Suffolk?

A. In Atlanta.

Q. 45. Are you positive that all three of the deeds which were executed by you and your husband to your sister were signed by him in Atlanta?

A. Yes, I think so.

Q. 46. Were the deeds drawn in Suffolk or Atlanta?

A. In Suffolk.

Q. 47. By whom were they drawn and by whose direction?

A. By John B. Pinner, and by my direction.

Q. 48. After the said deeds were drawn what did you do with them?

A. I signed them and sent them to Mr. Daughtrey.

Q. 49. Did Mr. Daughtrey sign them and send them to you or bring them with him?

A. He brought them when he came.

Q. 50. What was the purchase price of the property which you sold to your sister?

A. Taken as a whole she paid \$3,800 for it.

Q. 51. How was the \$3,800 paid?

A. By note and cash.

Q. 52. How much cash and how much by note?

A. I think she gave her note for \$3,675 and \$125 in cash, which Mr. Daughtrey had on hand for her.

Q. 53. I do not exactly catch your meaning by stating by cash \$125, which Mr. Daughtrey had on hand for her; will you please explain the same?

A. The \$125 was for timber which he sold off some woodland she had.

Q. 54. Then I understand from your last answer that the \$125 mentioned by you was a claim which she had against your husband and not against yourself; am I correct?

A. It was a claim against no one; it was money he had in hand for her from the sale of timber from this land.

Q. 55. You have stated that a part of the purchase price was paid by note; please produce the note for inspection.

A. I gave the note to Mr. Daughtrey as my agent.

Q. 56. As your agent, I request that you call on him for said note so that the same may be presented for inspection.

Counsel for defendant wishes to know what is meant by calling on Mr. Daughtrey for the note and how is it to be done; how his answers in reply to be called are to be regarded as evidence in this cause?

In reply to said enquiry counsel for plaintiffs desires to state that by the answer of this witness and by the answers of Mrs. Blacknall it fully appears that said note was executed for a deferred payment of the purchase price of the prop-

erty of this witness, and it also appears by the deposition of Mrs. Blacknall that this note was made payable to Beatrice J. Daughtrey, the present witness; the note therefore is her property, and the fact that it is in the possession and the keeping of her agent, who is subject to her authority and control, does not prevent her from calling upon him for said note, he being now present; no statement or answer whatever is called for from said agent, and in returning to the owner said note would in no way make him a witness in these proceedings.

A. It is useless for me to call on him, as I gave it to him to do with as he pleased. I called on him and he answers that he has disposed of the note and has not it.

Q. 57. To whom was said note made payable?

A. To me.

Q. 58. When was the same dated and when payable?

A. I think it was dated October 17th, 1891, and payable in five years' time.

Q. 59. With or without interest?

A. Without interest.

Q. 60. By whom was said note signed?

A. Mrs. Engenia A. Blacknall.

Q. 61. When was the first time you ever saw said note?

A. When he brought it from Atlanta with him.

Q. 62. Was the payment of said note secured in any way?

A. No.

Q. 63. Did you first suggest to sell this property to your sister, or did she first offer to buy the same?

A. She was speaking of buying other property in the place and I proposed this to her.

Q. 64. Why were you anxious or willing to sell this place?

A. Mr. Daughtrey thought, perhaps, that he might be able to do better elsewhere.

Q. 65. Do you pay any rent for the house you now occupy?

A. Yes.

Q. 66. When and to whom have you paid rent?

A. Mr. Daughtrey attends to that.

Q. 67. I understand from your answer that you have never paid any rent for these premises. Am I correct?

A. Mr. Daughtrey has paid or allowed, I suppose, \$25 a month for it. I remember afterwards that it goes towards paying the note.

Q. 68. Was there any agreement made between you and Mrs. Blacknall, through your agent, Mr. Daughtrey, that

the property should be reconveyed to you at some future time?

A. No, I think not. I know there was not.

Q. 69. I see by one of the deeds dated October 10th, 1891, that \$700 was the consideration therein mentioned, and by another deed of the same date, \$500 was the consideration mentioned, and by the deed of October 16th, 1891, \$5,500 was the consideration, less \$2,300, secured by lien on said property; how and by what means did your agent arrive at the conclusion that \$3,800 was the amount due from your sister page 61 to yourself?

A. I did not go into details, I know there was an error in one of the deeds.

Q. 70. Do you know the difference between a bond and a note?

A. I do not.

Q. 71. A bond concludes, witness my hand and seal, and has a scroll such as the deed here shown you at the termination of the person's name; a note does not conclude, witness my hand and seal and has no such scroll; can you now state from this information whether the paper executed by your sister for \$3,675 was a bond or note?

A. It was a note.

Q. 72. Was that note payable at any particular place; if so, please state at what place?

A. I do not remember.

Q. 73. You have stated that the said note was left in the hands of your husband and agent; did you make him a present of said note, or did you merely leave it in his hands for safe keeping and collection?

A. I gave it to him as my husband, to do with whatever he saw best.

Q. 74. Did you write your name across the back of said note when you gave it to him?

A. Yes.

Q. 75. Have you any knowledge now as to where page 62 said note is?

A. No, I have not.

Q. 76. Who is in possession of the property which you sold your sister at the present time?

A. J. C. Smith and Company occupy the store property; we occupy this house and the other property is rented out to several tenants.

Q. 78. Can you state who collects the rents from J. C. Smith & Co. and the other tenants?

A. Hosier collects the rents from down town; I do not know who collects the other.

Q. 79. For whom does he collect the rent?

A. He collects for Mrs. Blacknall, I suppose.

Witness Cross-Examined by J. F. Crocker.

Q. 1. Mrs. Daughtrey, you have stated that the three deeds executed by you to Mrs. Blacknall were drawn up by Mr. J. B. Pinner, two dated on the 10th day of October, 1891, and the other dated on the 16th day of October, 1891; do I understand you that you signed those deeds before Mr. Pinner, and that you sent them on to Atlanta while your husband was there?

A. Yes.

Q. 2. Two of these deeds have the certificate of Mr. Pinner, notary public, dated October 10th, 1891, and the other certificate is dated first day of November, 1891, and the certificates has your acknowledgment and Mr. Daughtrey's also; it therefore appears that the acknowledgment of Mr. Daughtrey was not taken in Atlanta, but in Suffolk; page 63 do you remember how this was?

A. That must have been the one in which there was an error; I do not know how it was done.

Q. 3. May it not have been that you acknowledged the deeds before Mr. Pinner, and that he did not certify them at that time, but certified them after Mr. Daughtrey came back from Atlanta, and acknowledged them before him?

A. Yes, it might have been.

Q. 4. You mean to say that you do not now recollect about the certificate of acknowledgments when they were made out by Mr. Pinner?

A. Yes.

Q. 5. Are you positive that you sent the deeds on to Mr. Daughtrey when he was in Atlanta?

A. Yes.

Q. 6. Was the consideration expressed in the several deeds to be credited with amounts of the several liens on the property then secured by deed of trust?

A. Yes, I think it was.

Q. 7. And that it was ascertained that after deducting these liens from the price there was due \$3,800?

A. Yes.

Q. 8. And deducting the \$125 from the \$3,800, page 64 left a balance due of \$3,675, for which Mrs. Blacknall's note was given?

A. Yes.

Q. 9. I read to you your answer in this cause (and it was read to her), please state how far the several allegations of the said answer are true or untrue?

A. They are all true.

Q. 10. In executing said deed and making said sale of your property, did you intend or not to hinder, delay, and defraud the plaintiffs and other creditors of Daughtrey and Hines of what was due them?

A. I did not.

Re-Examination.

Q. 1. Please state how long the sum of \$125 was due by your husband to Mrs. Blacknall?

A. I don't know when.

Q. 2. Have you read the deposition of Mrs. Blacknall taken in this cause?

A. No, I have never seen it.

And further this deponent saith not.

BEATRICE J. DAUGHTREY.

And the further taking of these depositions is continued to October 2, 1893.

C. H. CAUSEY, Jr.,
Notary Public.

1893, Oct. 2.
page 65 } Pursuant to adjournment, depositions are this day resumed.

Present,—J. W. Happer and E. E. Holland, counsel for complainants; J. F. Crocker and W. J. Kilby, counsel for defendants.

WALLACE A. LASSITER, another witness, being first duly sworn, deposes and says:

Q. 1. Please state your name, age, residence, and occupation?

A. Wallace A. Lassiter; age, thirty-one years; Suffolk, Va.; out of business now.

Q. 2. Do you know the persons who constituted the late firm of Daughtrey & Hines; if so, state who those persons are?

A. Mrs. Daughtrey and W. E. Hines.

Q. 3. Did you ever have any business transactions with the said firm, if so, state what that business was?

(Question objected to on the grounds that it calls for impertinent matter.)

A. I have sold railroad ties to W. L. Daughtrey, and he

paid me with drafts endorsed or accepted by Daughtrey & Hines

(Answer objected to on similar grounds.)

Q. 4. Do I understand by your answer to the last question that W. L. Daughtrey as well as the firm of Daughtrey & Hines was indebted to you?

(The question is objected to as suggestive and leading.)

A. Yes, he was indebted to me as well as Daughtrey & Hines.

Q. 5. Can you now state the amount of the indebtedness of W. L. Daughtrey and that of Daughtrey & Hines?

(Question is objected to on the ground that it does not appear from the bill that the witness is a complainant, and further, that we are not engaged in this suit upon the issues made inquiring into the indebtedness of W. L. Daughtrey, and that the question calls for impertinent matter.)

A. I do not know exactly, but the whole amount is between six and seven hundred dollars.

(Answer objected to for like reason.)

Q. 6. About what proportion of that amount was due from Daughtrey & Hines?

A. I think between 350 and 400 dollars.

Q. 7. Was suit ever instituted by you for the recovery of said claims?

A. They confessed judgment without suit.

Q. 8. Was that confession of judgment made in the clerk's office or before the court of this county?

A. It was made before the clerk of the court.

(Question objected to, and also calls for the best proof of the facts stated.)

Q. 9. About what time was this judgment confessed?

A. I don't remember the date.

page 67 } Q. 10. Was more than one judgment confessed at that time?

A. Two, one for Daughtrey & Hines, and the other for W. L. Daughtrey.

Q. 11. Since the confession of those judgments, have you had any conversation with W. L. Daughtrey, or with either

of the parties constituting the late firm of Daughtrey & Hines, in reference to those claims upon which judgment had been confessed?

(Question objected to on the ground that it calls for hearsay testimony, and calls for declaration of parties, which are inadmissible to effect the interest of the defendant, Mrs. Blacknall, and that the testimony it calls for is irrelevant.)

A. I have with W. L. Daughtrey, but not with the others

Q. 12. Did the conversation which you had with W. L. Daughtrey relate to both of your claims—to-wit: The one against him and the one against Daughtrey & Hines?

(Questions objected to on the grounds last stated above.)

A. Yes.

page 68 } Q. 13. Please state what that conversation was?
(Question objected to on the grounds above last stated.)

A. I have had several conversations with him.

Q. 14. Please state the substance of those several conversations?

(Same objection made to this question.)

A. I was trying to find out when he could pay the notes that I had taken up for him.

(Answer objected to for like reasons.)

Q. 15. I understand from your answer to the last question that you saw W. L. Daughtrey in reference to the collection of your two claims; what did he say to you in reference to their payment, if anything?

(Same objection as above and to all other answers to questions objected to, I ask that the same objection thereto be taken without repetition.)

A. As I before stated, I have had several conversations with him, in which he promised to pay, and in one of those conversations he promised to pay me in real estate, if he won this suit.

(Answer objected to for reasons stated above.)

Q. 15. Did he tell you that this suit was pending against him?

(Objected to on the grounds above stated, and on the further grounds that it is leading.)

A. He told me there was a suit of W. B. Ferguson and others pending against him.

page 69 } Q. 16. Did he tell you that if he won that suit
he would pay you in real estate?

(Question objected to for reason stated above.)

A. He told me if he could not pay me before, he would pay me in real estate, if he won that suit.

Q. 17. Did he tell you intimate to you in either of your conversations with what real estate he would pay you?

(Question objected on the grounds above stated.)

A. The real estate on the point; there is no other.

Q. 18. I read to you a description of land mentioned in Exhibit "No. 2," filed with the bill in this cause, it being a deed from Beatrice J. Daughtrey and W. L. Daughtrey, her husband, to Eugenia A. Blacknall, bearing date Oct. 10, 1881. Please state if that description includes the real estate that W. L. Daughtrey promised to pay you with in the event that he won this suit?

(Question objected to as above.)

A. I understood it in that way.
And further this deponent saith not.

WALLACE A. LASSITER.

J. WALTER HOSIER, another witness, being first duly sworn, deposes and says as follows:

Q. 1. Please state your name, age, residence, and occupation?

page 70 } A. J. Walter Hosier, 30 years old; Suffolk, Va.;
real estate broker and rental agent.

Q. 2. As rental agent in the town of Suffolk, have you ever had in your hands for rental the property of W. L. Daughtrey, or of his wife, B. J. Daughtrey?

A. I have not.

Q. 3. Have you ever had in your hands for rental any property placed in your hands by W. L. Daughtrey?

A. I have not. I want to state I bought out the good will of a real estate man here; he had on his list for rent property he said was Mrs. Blackwell's, and that W. L. Daughtrey was agent for Mrs. Blacknall, and when I collected rent, I could turn the same over to Mr. or Mrs. Daughtrey.

(So much of the foregoing answer as is given as a statement is objected to by counsel for defendant, on the ground that it is hearsay.)

Q. 4. You did have, as rental agent, certain property in the town of Suffolk in your hands, and the rents collected from the same were paid over by you to W. L. Daughtrey or his wife; why did you make such payments to his wife?

A. Through instructions from the rental agent I bought out.

Q. 5. Did those instructions require you to pay the rent to Mrs. Daughtrey?

page 71 } A. It did.

Q. 6. Did you ever make payments to W. L. Daughtrey?

A. I have.

Q. 7. Why were payments made to W. L. Daughtrey when your instructions were to pay to Mrs. Daughtrey?

A. Because he called for it.

Q. 8. Have you not already stated that you were informed that W. L. Daughtrey was the agent for the property, and that you were directed to pay the rent over to Mr. W. L. Daughtrey or Mrs. Daughtrey?

A. I have.

Q. 9. Why was it, then, that you paid the rent to Mrs. Daughtrey except when it was called for by Mr. Daughtrey?

A. Because Mr. Daughtrey was away.

Q. 10. I understand then, from your answer, that the rents were paid to Mr. Daughtrey except when he was away, then they would be paid to Mrs. Daughtrey. Am I correct?

A. Yes.

Q. 11. Of your own knowledge, did you know who the property, for which you paid the rents to W. L. Daughtrey, was owned by?

A. I did not.

Q. 12. Did you ever have any communication, verbal or otherwise, with Mrs. Blacknall in reference to this property or the rents?

page 72 } A. I did not.

And further this deponent saith not.

J. WALTER HOSIER.

} Deposition of Mrs. E. A. Blacknall, taken on page 73 }
 } tion of the plaintiffs, at West End, Fulton county, Georgia, on July 3d, 1893, in the presence of E. E. Holland, Esq., appearing for the plaintiffs; J. F. Crocker, Esq., appearing for defendants, and of Messrs. W. L. Daughtrey and T. H. Blacknall, by consent of counsel, before H. L. Parry, commissioner. Before proceeding with the examination, counsel for plaintiffs stated that he would proceed to cross-examine Mrs. Blacknall as an adverse witness, as authorized by the Virginia statute, she being a party defendant to this suit. The said witness, being duly sworn by the commissioner, deposed and stated as follows:

Examination by Mr. Holland.

Q. Please state your name, age, and residence, and are you one of the parties to this suit?

A. I am forty-five—will be; my residence is in West End, and I am a party to this suit. My name has already been given.

Q. Do you own any real estate in Suffolk, Virginia?

A. Yes, sir.

Q. When did you purchase the same?

A. I purchased it between the first and tenth of October, 1891.

Q. From whom did you purchase it?

page 74 } A. I purchased it from Mr. Daughtrey, who was }
 } the agent, I suppose, for Mrs. B. J. Daughtrey; I know he was.

Q. When you purchased the property, what part of the consideration did you pay in cash?

A. I paid \$125.00 in cash.

Q. What did you pay for the entire property?

A. With the mortgage and all on it?

Q. Yes.

A. I paid \$8,100.00 for the whole, with the mortgage included.

Q. For what amount did you give your notes?

A. I gave my note for \$3,675.00.

Q. To whom were they made payable?

A. Payable to Mrs. Daughtrey.

Q. What rate of interest was charged?

A. None.

Q. What length of credit was given?

A. Five years.

Q. Did you give one note or more than one?

A. Two notes—well, one note for the whole property; I bought it all together.

Q. Simply one note?

A. I think there was one. It has been two years ago, remember, and I am afraid to swear to that, because I really have forgotten. I think I gave two notes; I am almost sure of it.

Q. By whom were those notes executed, who made the notes, who signed the notes?

A. I knew B—

Q. What I mean is who gave the notes to Mrs. Daughtrey; did you give them?

A. Oh, yes, I gave the notes to B. (Beatrice)—through Mr. Daughtrey; I signed the notes.

Q. Did you signed them alone?

A. Of course; I don't know that anybody else signed them; I don't remember. Of course I signed them alone. It has been two years ago, and it confuses me to answer questions like that.

Q. Did the notes bear any endorsement, were they endorsed by anybody?

A. I don't know; I don't think they were at all, what do you mean by endorsed?

Q. Negotiable notes are frequently endorsed by other people as additional security; they write their names on the back of them; sign them with you?

A. No, sir; I don't understand law very well; I just understand what I have done, and that is all. I want to be very careful.

Q. What security was given for that payment?

A. None; it was not necessary.

Q. Were Mr. or Mrs. Daughtrey indebted to you at this time the deed was taken?

A. Yes, sir; Mr. Daughtrey was.

Q. Was Mrs. Daughtrey?

A. No.

Q. When did you make your first offer to buy this property?

A. I offered to buy it—at least, they asked me to buy it a year before I did buy it, because I was thinking of buying other property there—Mr. Hitch's place; I knew that was for sale at the time.

Q. Did they propose to sell or you to purchase

A. Well, she proposed a year ago to sell it to me; a year before I purchased.

Q. Did she state her reasons for selling?

A. No, she wanted me to live there; that is the only reason I knew of; she was anxious that I should live there.

Q. Were any special inducements made to you to purchase the property?

A. None.

Q. At the time you purchased it, did you know who owned it?

A. Yes, I knew who owned it.

Q. At the time you purchased it, did you know that Mr. and Mrs. Daughtrey were largely in debt?

A. I did not.

Q. Were the negotiations for the purchase by correspondence or verbal?

A. They were verbal. Some year ago, I wrote to her about it, and I wrote to Mr. Hitch, too, but that has nothing to do with this.

Q. Did you have the title examined before purchasing the property?

A. I thought it was all right. I trusted to Mr. Daughtrey for that.

Q. How long had it been since you had seen the property before you purchased it?

A. I had seen it—I can't be positive; I went around and saw it when I was there, but I don't remember when.

Q. About how long before you purchased it?

A. About two years before, I think, I don't know whether it was a year or two years; I cannot be positive about that, I don't know, and will not answer that positively.

Q. Did you know the condition of the property at the time you purchased it?

A. Yes, sir; at least I thought so.

Q. Is the property insured in your name?

A. Insured—yes, sir.

Q. In your name?

A. Yes, sir.

Q. Do you pay any taxes on the property?

A. I have not as yet, but they have written to me for them. I thought I would wait until it was decided before I paid them.

Q. Is there any understanding between you and your sister that you will resell to her on certain conditions?

A. None whatever

Q. Do you know the size of the lot you purchased?

A. Well, not exactly. I know the lot well, but I don't know the exact dimensions; I couldn't tell you the feet and front, and all of that.

Q. How many lots did you buy, if more than one?

A. I bought the whole lot, and then I bought the river

property; there are eight lots, I think, over there; and the interest in the store; undivided interest.

Q. Please state what consideration you paid for each?

A. You mean subject to the mortgage?

Q. Yes.

A. I paid for the home tract \$5,500.00; I paid for the river lots, \$1,800.00; and I paid for his interest, \$700.00.

Q. What rent do you receive from these houses?

A. Well, a part of it is not rented at present. I wanted to sell these river house lots, so I don't know that they are rented now at all; I don't think they are; but the home lot, he pays rent on the home lot.

Q. What amount of rent does he pay?

A. \$25.60.

Q. How much rent have you received from these page 79 houses since your purchase?

A. Well, I have not received any in money exactly; I have not received any of it in cash.

Q. How does Mrs. Daughtrey pay your rents, on the home lot, and what amount has she paid you for rent on the home lot, just simply the amount?

A. Well, I don't know exactly what amount he has paid, simply because he is attending to the property down there for me. He is my agent and he is to pay the insurance and the taxes. Then, there is a mortgage on it; I had to pay that.

Q. Then you have actually received no money rent?

A. Not in cash.

Q. For the property, since you bought it?

A. Not in cash.

Q. And you have owned it for how many years?

A. Since 1891.

Q. Is your sister, Mrs. Daughtrey, now in possession of the home lot?

A. Yes, sir.

Q. Do you expect any money rent to be paid to you by Mrs. Daughtrey for the home lot?

A. Yes, sir.

Q. In money?

A. I don't know. I don't think she will pay any page 80 at all in money. I want the rents to go to paying for the property at the end of the five years.

Q. Was Mrs. Daughtrey in possession of the home lot before you purchased it?

A. Living there, do you mean?

Q. Yes, yes.

Q. How many deeds of trust are there on the home lot?

A. Two.

Q. For what amounts?

A. For \$2,000.00 and for \$300.00 to different parties.

Q. Have you paid the interest on the notes or debts secured by these deeds of trust, since your purchase?

A. Yes, sir.

Q. How much have you paid?

A. Well, I have forgotten how I paid it, but I have receipt for it.

Q. How many deeds of trust are there on the river front property?

A. I don't think there is but one; that is the Building and Loan.

Q. Have you paid any interest on that?

A. No, sir.

Q. Did you purchase this property as an investment?

A. Well, yes sir; as an investment; I did, part of page 81 it; although I thought I might perhaps live there myself, I don't know; it was an investment, though, of course.

Q. Did you consider the investment a good one?

A. If I hadn't, I would not have taken it.

Q. At the time you purchased the property, did you know anything about the market value of real estate in Suffolk?

A. I knew it was on a boom, it was at that time.

Q. Did you know the firm of Daughtrey & Hines were largely in debt at the time you purchased it?

A. Not at all.

Q. Do you own any stock in the Old Dominion Building & Loan Association, of Richmond?

A. I don't own any stock in it at all; I don't think I own any.

Q. Please state what amount of personal property you return for taxation?

A. Well, I don't know. You mean these lots that I bought?

Q. No, I am not referring to this, but simply to personal property; that is realty.

A. Well, I paid the taxes on this lot I bought here some time ago, and the taxes on these lots I bought down in Suffolk; that's all.

Q. What is the amount of your annual income?

A. I do not really have any idea; I have not valued my property you know; there is no real income; it is page 82 unimproved property; I value it at \$2,500, the unimproved property that I have here.

Q. Well, that would include, also, the rents you receive from your Suffolk property, if any?

A. Well, I have not received any personally, you know.

Q. Is the Suffolk property for sale?

A. If I could get—I don't think it is just now, because there is no sale for anything it seems at this dull time.

Q. What price will you take for it?

A. It is not for sale at present.

Q. Have you any means with which you can redeem the property by paying the notes secured by the deeds of trust thereon, without the sale of the property?

A. Yes, sir.

Q. Please state in what way?

A. Well, I have money loaned out; that is, some money loaned; then I have this place; if it was necessary I could sell that; and another thing, if I didn't have it, I could get it very easily.

Q. Please state how much money you have loaned out and how?

A. Well, I have—(turning to Mr. Crocker), is it necessary that I should state how much I have loaned out?

By Mr. Crocker: Yes, just state it.

A. (continued.) I have one hundred dollars loaned out at present at eight per cent. interest, and then I have — of course that wouldn't be a drop in the bucket; and then besides the interest in this place and what he pays rent, you see, at the end of five years, would amount to about \$3,000.00, and besides that, the other amount I could get from my husband.

Q. What did you pay for the lots you bought in Atlanta, or West End?

A. I paid \$400.00 each payment—\$1,200.00 in all.

Q. At the time the deeds were given for the property in Suffolk, did you know what price you were to pay for each lot?

A. Yes.

Q. Did you give your note, \$3,000.00, at the time they gave you the deed, or afterwards?

A. Afterwards, I think.

Q. About how long afterwards, if you remember?

A. I don't remember exactly, but a short while; not very long afterwards, but I don't remember the exact date.

Q. At the time you purchased it did you know for what amounts you would have to give notes?

A. Of course. Yes, certainly I knew.

page 84 } Q. At the time your notes were given did you know that Daughtrey & Hines had failed?

A. I did not. I had no idea.

Q. Was it not understood as soon as Mrs. Daughtrey repaid the amount paid by you that you would re-execute the deed to her for the property?

A. No, sir; no understanding of that kind at all.

Q. Do you consider that you really own the property?

A. I do.

Q. Were you in Suffolk at the time these deeds were made for the Suffolk property?

A. No.

Q. Were the deeds executed in Suffolk under your direction?

A. Yes, sir. What do you mean by that?

Q. By your instructions?

A. Oh, yes, sir.

Q. By whom were they prepared?

A. Do you mean who wrote the deeds?

Q. Yes.

A. I don't know; I never attended to who wrote the deeds. I thought they were all straight and right, and I never paid any attention to them.

Q. How did you agree upon the terms of the purchase, except by correspondence?

page 85 } A. I don't understand; I bought it direct, not by correspondence at all, I bought it here direct from Mrs. Daughtrey, through Mr. Daughtrey.

Q. Where did you make the purchase, in Atlanta or in Suffolk?

A. In Atlanta.

Q. Did Mr. Daughtrey, as the agent of his wife, come to Atlanta for the purpose of selling you this property?

A. He did not say so; I don't suppose he did. He didn't mention it.

Q. Do you know whether your deeds for your Suffolk property are on record?

A. Yes, sir.

Q. After you purchased the property of Mr. Daughtrey in Atlanta, how long was it before the deeds were executed?

A. Before the deeds were recorded?

Q. No; before they were executed by Mrs. Daughtrey in Suffolk?

A. It was not very long, but I don't remember the exact time.

Q. What I want to get at is, how long after the purchase of Mr. Daughtrey before the deeds were made to you?

A. Well, it was not very long; it was while Mr. Daughtrey was here; I have forgotten, but I think it was while he

I was here; I think they were sent up here to me, but I am so forgetful about things like that, I am afraid to answer questions like that without knowing positively.

Q. Were the deeds sent to you from Suffolk while Mr. Daughtrey was here?

A. Yes, sir; that is what I was thinking; they were sent while he was here, I think.

Q. How long did Mr. Daughtrey remain in Atlanta after the deeds were sent to you?

A. I think he waited for the deeds, or something of that kind; he just said until the deeds were sent, I think, but I can't answer that positively, because I don't remember exactly; I think that is what he staid for, I think he staid just to wait for the deeds, and as soon as we got them, he left; that is my impression.

Q. Did Mr. Daughtrey give any reason for wishing to sell the property at that particular time?

A. Well, had offered to sell it to me before. He didn't give any particular reason.

Q. How long before had he offered to sell?

A. A year before; he hadn't, but my sister had.

Q. At the price at which you bought?

A. No; we didn't mention the price; we spoke of it, but I didn't think of it seriously at the time; I thought perhaps I might but didn't give it any very serious thought, until Mr. Daughtrey was here; we spoke of it because I wanted to invest in Suffolk property down there, and I was anxious for Mr. Hitch's place because I didn't know Mrs. Daughtrey's was for sale, and she says: "Well, I will sell you mine, if you can't buy Mr. Hitch's," but we didn't say anything more about it at that time.

Q. What did you consider the river front property worth at the time you purchased it?

A. Well, I thought it was worth just about what I paid for it, or perhaps, more; I thought I could get more for it in time, of course, than the amount I paid; I thought it was worth more. The Building and Loan would loan that much on it, and it ought to have been worth more.

Q. Who now holds the note given by you for the purchase price of the property?

A. I don't know who holds it. Really I have nothing to do with that. I gave my note, but as to who has it I have no idea.

Q. If the property should be sold under the deeds of trust now on it, and should not sell for a sufficient amount to pay

the liens thereon, would you have to pay the note given by you for the purchase price of the property?

A. Would I have to pay it?

Q. Yes; in other words, if the property didn't sell for enough to pay the liens?

A. Well, I hope it will; I hadn't thought about anything else, but what it would sell for it, if I wanted to sell it. You see, I have some time yet to hold it.

Q. Would you pay the note given for the purchase price if the property didn't sell for a sufficient amount to pay the pay the liens and note? If the property was sold and didn't sell for enough to pay these deeds of trust liens, and also to pay the note you owe Mrs. Daughtrey, would you still have to pay Mrs. Daughtrey that note?

A. I reckon so; I have no provision for that.

Q. When did you first hear of the failure of Daughtrey & Hines

A. I heard of it some time after. Will (Mr. Daughtrey) was here; I don't know what time it was, but it was some time after he left.

Q. Did you not know at the time you purchased the property, that the firm of Daughtrey & Hines were considerably in debt?

A. I did not; I hadn't the remotest idea—not as to Daughtrey & Hines at all.

Q. Did you really purchase this property as an investment?

A. Yes, sir.

Q. Or for the purpose of saving the property for your sister?

A. I didn't know that she needed it saved at the time at all.

Q. Do you expect Mrs. Daughtrey to pay you any money—rent for the property, other than what you may owe Mr. Daughtrey for insurance and taxes and services rendered in the rental of the river-front property?

A. Well, I want whatever comes, you know, to go to paying for the land. I want the interest and rents and all to help pay for the land, and to help me pay for what I bought.

Q. What part has been paid on your note on account of rents, so far?

A. None as yet, that I know of.

Q. Do you have any statement rendered you showing the amount of taxes paid, the amount of insurance premiums paid, and the amount of rents collected?

A. Yes, sir, I will have, but only part of the property has been rented, and of course, I have never received the ——— wit-

ness requested that the question be repeated, and it was read over by the commissioner.)

Q. Does anybody render you any statement showing what rents have been collected?

A. No, sir, nobody at all; not to me. I left Mr. Daughtrey } as my agent down there to attend to it, and save me
page 90 } the trouble. He is my agent and attends to things
} of that kind for me.

Q. In case the property is not sold under the deeds of trust, do you expect, at the expiration of five years, when your note matures, to pay the same?

A. I expect to if—I think I can get the money at that time. If I don't—well, I am almost sure I can pay it by that time.

Examination by Mr. Crocker.

Q. Who is the owner of this beautiful home in Atlanta, where we are now taking this deposition?

A. Major T. H. Blacknall.

Q. What was his occupation in October, 1891?

A. Travelling for a tobacco business.

Q. As a tobacco agent?

A. Yes, sir.

Q. Are you acquainted sufficiently with his affairs to be able to say whether, at that time, he was worth property, real and personal?

A. The Major? Yes.

Q. Do you know what he was worth then?

A. I don't know well enough for that.

Q. Well, estimate it; everything that he owned, }
page 91 } money or property?

A. I think he was worth fifteen or twenty thous-
and.

By Mr. Holland:

(The question and answer are objected to on the ground that they are irrelevant and inadmissible, and on the further ground that the deed for the property, or some other record evidence thereof, is the best evidence.)

Q. What is his present occupation?

A. Well, he is not in the same business at all, now. He has other schemes, though, that I think will be more profitable.

Q. Did he own this home at that time?

A. Yes, sir.

Q. I understood you to say that at the time you made the

purchase of the property from Mrs. Daughtrey that you then owned some property in or in the vicinity of Atlanta; is that so?

A. Yes, sir.

Q. That the property consisted of vacant lots?

A. Yes, sir. Well, it is only one lot.

Q. A vacant lot?

A. Yes, but it is a pretty valuable lot.

Q. How much have you been offered for it?

A. I think sixteen hundred dollars, but I wouldn't take that.

Q. You were offered sixteen hundred dollars, but }
page 92 } that is not the value?

A. Oh, no.

Q. Will you please state over again the amount that you paid for it?

A. Twelve hundred dollars.

Q. I understand you to say that when you were in Suffolk about a year before you made this purchase of Mrs. Daughtrey, that Mrs. Daughtrey then spoke to you about purchasing this property; is that so?

A. Yes, sir.

Q. That at that time there was another piece of property in Suffolk, which you thought of buying?

A. Yes, sir.

Q. Whose property was it?

A. Mr. Frank Hitch's.

Q. What was its value then?

A. \$6,000.00, I could have gotten it for; that is what he charged me for it; but I think he sold it for less.

Q. That about the first of October, or in the early part of October, you had a communication, verbal or written, I don't know, from Mrs. Daughtrey, that she desired to sell her property; is that so?

A. Yes.

Q. And you determined to buy it as an invest- }
page 93 } ment?

A. Yes.

Q. Who negotiated the purchase with you on behalf of Mrs. Daughtrey?

A. Mr. W. L. Daughtrey.

Q. Did I understand you to say he came down here on that negotiation?

A. Not for that special purpose.

Q. He was here?

A. Yes, sir.

Q. And while here the negotiation was made?

A. Yes, sir.

Q. And you concluded to buy it at the price named in the deeds?

A. Yes, sir.

Q. And the deeds were sent down to you?

A. Yes.

Q. And afterwards returned for recordation?

A. Yes.

Q. You said, including the trust liens on the property and what you agreed to pay in addition thereto, amounted to eighty-one hundred dollars?

A. Yes.

Q. And that deducting the liens and indebtedness of \$125.00, there was a balance of \$3,675.00?

A. Yes, sir.

Q. For which you gave a note?

A. Yes.

Q. I understood you to say that that note was page 94 } on a credit of five years, without interest?

A. Yes, without interest.

Q. That note, then, was for that balance, \$3,675.00?

A. Yes, sir.

Q. Then can't you speak with some positiveness that you gave one or two notes, if you gave a note payable in five years, without interest?

A. Oh, yes, I didn't give but one note then, and it was for that amount, and payable without interest.

Q. You are not certain whether that amount was included in one or two notes?

A. It was included in one note.

Q. You think it was in one?

A. I know it was all in one note, because the whole was lumped in for that amount.

Q. You remember now it was all lumped in one note?

A. Yes, but one amount.

Q. And you signed that note?

A. Yes.

Q. What did you do with the note after you signed it; who did you give it to?

A. I gave it to Mr. Daughtrey.

Q. Here?

A. Yes, sir.

Q. To take to his wife? page 95 }

A. Yes, sir.

Q. With the deeds?

A. Yes, sir.

Q. Sent back for recordation?

A. Yes.

Q. Well, now, it is charged, Mrs. Blacknall, that Mrs. Daughtrey made those deeds to you with the intention to defraud her creditors; did you know anything about such an intention?

A. No, sir.

Q. If she had any such intention did you or not have any knowledge of it?

A. No, sir; none in the least.

Q. Then, whether Mrs. Daughtrey had such intention in making the conveyance to you, were you or were you not aware of such fraudulent intent?

A. No, sir, I was not. I don't think she had any such intention.

Q. You don't believe she had?

A. No, sir.

Q. But if she had you knew nothing of it?

A. I knew nothing of it.

Q. Did you or not buy this property in good faith?

A. Yes, sir.

Q. And you say as an investment?

A. Yes.

Q. Were you buying for yourself or not? page 96 }

A. Yes, sir, for myself.

Q. And do you not intend to comply with the terms of agreement?

A. Yes, sir; or I would not have made the agreement.

Q. Do you or not still hold yourself bound for the payment of that note when due?

A. Yes, sir.

Q. And I understand you to have said that so far as you can foresee, you will be able to meet it when due?

A. Yes, sir; I think of course, as far as anybody can foresee.

Q. In the mean time, do I understand you to say that Mrs. Daughtrey is to pay for the dwelling house, the home place, \$25.00 a month?

A. Yes.

(By Mr. Holland: I object to the line of examination conducted by counsel for defendants, on the ground that leading questions are continually being asked.)

Q. What rent do you receive or get from said house?

A. \$25.00 a month.

Q. I understand you to say in your examination that you didn't receive any cash. Please state whether or not in your

final settlement with Mrs. Daughtrey, you expect that she will give you credit for the rents or not?

} A. Certainly she will

page 97} Q. I understood you to say so much in your examination; is it true?

A. Yes, sir.

Q. Who is your agent there to collect rents and pay insurance and taxes?

A. Mr. W. L. Daughtrey.

Q. Have you paid any taxes on the property since you purchased it?

A. No, sir; I have not.

Q. Have you paid any interest on the debt secured?

A. Yes, sir.

Q. Have you paid anything in keeping the property insured, through your agent or otherwise?

A. Yes, sir.

Q. Did you or not understand that when you purchased the several pieces of property these liens on the property were to be part of the purchase money—part of the price?

A. Oh, yes.

Q. I see that in the purchase of the undivided interest of Mrs. Daughtrey, of certain pieces of land situated on the east side of Main street, in the town of Suffolk, bounded on the north by the lands of Henry Kirn, and otherwise in the bill described, that you mentioned the consideration to be \$700.00; please state whether that consideration included any liens on the property or not?

A. Yes, sir.

Q. If there was any lien on the property at the time you bought it, it was to be deducted from the \$700.00?

A. Yes, sir.

Q. What is your relation to Mrs. Daughtrey?

A. Sister.

Q. You have been asked whether or not the consideration which you agreed to pay for the property was to be paid; what do you say?

A. Yes, sir; it was to be paid, of course.

Q. And I have understood you to say that unless something happened, you will pay it?

A. Yes, unless something happens, greater than I expect.

Q. Please state whether or not you had any information or belief that Mrs. Beatrice J. Daughtrey, W. L. Daughtrey, or either of them, executed the said deeds conveying the property to you with the intention of delaying, hindering, and defrauding the creditors of Mrs. Daughtrey or the creditors of Daughtrey & Hines?

} A. None that I know of.

page 99} Q. State whether you had any information?

} A. None whatever.

Q. Please state whether you had any notice or knowledge of any such intention on their part or on the part of either?

A. None.

Q. State whether or not, at the time you purchased this property, you had knowledge of the financial condition of the firm of Daughtrey & Hines?

A. I thought it was perfectly good.

Q. Did you have any knowledge at that time, or any intimation, that they were in a failing condition?

A. None whatever.

Q. (By Mr. Holland.) How much did Mr. W. L. Daughtrey owe you at the time you purchased this property?

A. He owed me \$125.00.

Q. Was that amount paid on account of the purchase price of this property?

A. Yes, sir.

Q. The cash payment?

A. Yes, sir; I could have paid him, though if he had requested it, as I had the cash in the house to pay it. I thought that was all that was necessary and that I had time to pay it.

} Q. Did he propose the terms, or you?

page 100} A. What terms?

} Q. The terms of five years?

A. I don't know.

Q. In other words, did he offer to give you five years in which to pay for the property, or did you ask for five years within which to pay for it?

A. I told him I couldn't pay for it right away; that he would have to give me time, and he says five years.

Q. How long did Mr. Daughtrey remain in Atlanta at the time you made the purchase?

A. I don't remember.

Q. Was he here more than a few days?

A. Yes, he had to wait some time for the deeds.

Q. Was he engaged in business here at that time?

A. I don't know.

Q. Was he here simply on a visit to you and your family?

A. I don't know.

Q. Did you know that W. L. Daughtrey was largely in debt?

A. I knew that he had lost on wood and things of that kind.

Q. How did you know?

A. I heard him say so before.

Q. Did you know that your sister, Mrs. Beatrice J. Daughtrey, had endorsed notes for W. L. Daughtrey?
page 101 } A. No.

Q. Did you know that Mrs. B. J. Daughtrey was a member of the firm of Daughtrey & Hines?

A. Yes.

Q. Did Mr. Daughtrey, so far as you know, have any other business in Atlanta at the time you purchased the property?

A. I don't know; I don't know anything about his business, you know.

Q. Did Mr. Daughtrey remain in Atlanta until the deeds were sent back, or were the deeds placed on record without your seeing them?

A. They were sent here.

Q. Did you know that W. E. Hines, a member of the firm of Daughtrey & Hines, was largely in debt at the time you purchased that property?

A. No, sir; I did not.

Q. Did you know that there were liens on all the real estate owned by your sister, Mrs. Daughtrey, at the time you purchased it?

A. Yes, sir.

Q. Then you did know she was in debt to that extent?

A. Yes; of course, I knew that, but I thought Daughtrey & Hines were perfectly good.

Q. State, if you know, who managed the business of Daughtrey & Hines in Suffolk?
page 102 }

A. I thought Will Hines; that is my impression.

Q. Do you know whether Mr. Daughtrey acted as agent for his wife in her transactions—in the transactions of the firm of Daughtrey & Hines?

A. No, sir; I think Will Hines attended to that, and I thought they were as good as gold; I didn't know he ever was in debt.

Q. (By Mr. Crocker.) In your examination by Mr. Holland, speaking of the property you purchased, of Mrs. Daughtrey you said that you bought an undivided interest in the store; do you mean by that the store lot?

A. Yes, sir; the store.

Q. The store lot?

A. Yes, sir; the store lot.

Q. I think you have stated that you wrote to Mr. Hitch about his lot?

A. Yes, sir.

Q. Was the letter to him, or to Mr. Daughtrey, in reference to that matter?

A. I never wrote to Mr. Hitch personally.

Q. Then you didn't write to Mr. Hitch?

A. No, sir.

I certify that the foregoing deposition, as contained on pages 1 to 19 inclusive, was taken before me as stated in the caption, and the answers reduced to writing by me. I further certify that the testimony was read over to the witness, from my shorthand notes, and that counsel waived the signature to the same, and further, that I am not interested in the cause, nor of kin or counsel to either party.

Witness my official signature this July 5th, 1893.

H. L. Parry,
Commissioner to take
testimony.
Fulton county, Ga.

H. L. PARRY,
Commissioner.

Depositions of A. P. Stewart, J. Henly Smith, and Thomas M. Armistead, taken on motion of plaintiffs in above stated case, at Atlanta, Fulton county, Georgia, on July 3d, 1893, in the presence of Messrs. E. E. Holland and James Mayson, representing the plaintiffs, and J. F. Crocker, Esq., counsel for defendants, and W. L. Daughtrey, party defendant, taken by consent of counsel before H. L. Parry, as commissioner.

The said A. P. STEWART, being first duly sworn, deposed and stated as follows:
page 104 }

Examination by Mr. Mayson.

Q. What is your name?

A. A. P. Stewart.

Q. What position do you hold?

A. Tax collector of this county.

Q. How long have you held that office?

A. Going on six years now; I am in my third term.

Q. What are your duties?

A. Collecting the tax.

Q. What books do you have charge of?

A. I have charge of the Receiver's Digest, and also the Collector's Digest; the law requires me to keep what is called the Collector's Digest.

Q. What does the Receiver's Digest show?

A. The taxable property returned by the tax-payers themselves to the receiver. The Tax Collector's Digest shows the

returns of parties who failed to make their returns to the receiver, and afterwards paid to the collector.

Q. Have you the Receiver's Digest for 1893?

A. No, sir.

Q. Have you the Tax Collector's Digest for 1893?

A. No, sir.

Q. Well, look on your Tax Receiver's Digest for page 105 } 1892 and see what the returns are for Mrs. E. A. Blacknall and for Mr. F. H. Blacknall?

A. On the Receiver's Digest for 1892 their names do not appear (looking on digest). On my digest, that is the Tax Collector's Digest.

Q. What digest is that one?

A. The Defaulter's Digest.

Q. How are the returns made?

A. They are made directly to the tax collector and the taxes are paid at the time returns are made.

Q. Is there any penalty for not making the return to the tax receiver?

A. Yes, there is a penalty, but they are relieved from the penalty by the county commissioners.

Q. Do you or not mean that they in this particular instance were relieved?

A. No, sir; generally. They pass up a general rule. They delegate that power to the tax collector.

Q. Their names appear on the collector's Defaulter's Digest for 1892?

A. Yes, sir.

Q. What does Mrs. E. A. Blacknall return in 1892?

A. She returns \$1,000.00 realty.

Q. And what does Mr. T. H. Blacknall return?

A. For that year he returned \$3,500.00 real estate.

Q. Neither of them make any return of any personal property, money, notes, or anything of that sort?

A. No, sir; nothing more than household and kitchen furniture.

Q. No money or other personalty?

A. No, sir.

Q. Have you any knowledge of the real estate returned by Mr. T. H. Blacknall?

A. Yes, sir, I know about the home. I own a piece of property adjoining his place there.

Q. Do you know anything about the ownership of it?

A. No, sir, not of my own knowledge.

Q. Have you ever talked with him about it, or have you

any means of knowing in whom the title to the home place is—the place is West End?

A. Well, I have no knowledge in regard to that. I was called on once before his first wife died to witness a will she was making, but I don't know what the will willed away. I didn't witness it. I went over there and they were not ready. The will was written and witnessed afterwards by other parties.

Q. Well, do you know whether this property was included in that will or not?

A. I do not.

Q. This West-End home?

A. No, sir, I do not know. My understanding has been that the home belonged to his children—to his first wife and her children.

Mr. Crocker: We except to that answer as not being the best evidence.

Q. Outside of that place, do you know of any other property in 1892 in the possession of Mr. Blacknall or his wife?

A. No, sir, I do not.

Q. Will you look on your Tax Receiver's Digest for 1891 and see what the same parties returned?

A. I believe they returned that year in default, but I will look and see. The Major is very loose about making his returns. Sometimes he will wait a year or two and then come in and clean it all up at once (looks on digest). Yes, sir, he is returned as a defaulter in the same amount.

Q. And how about Mrs. E. A. Blacknall?

A. The same way.

Q. Their names don't appear on the Tax Receiver's Digest for 1891?

A. No, sir.

Q. But appear on the defaulter's digest for 1891?

A. Yes, sir.

Q. What does Mrs. E. A. Blacknall return?

A. \$1,000.00 realty.

Q. And Major T. H. Blacknall, how much?

A. \$3,500.00 realty and a small amount of household and kitchen furniture.

page 108 } Q. How much?

A. I don't know; I haven't got it figured out here.

Q. A small amount of household property?

A. Yes, sir.

Q. No money, notes or other personal property is returned for that year?

A. None at all.

Q. Will you look on the Tax Receiver's Digest for 1890,

now, if you please, and tell us if Mr. T. H. Blacknall and Mrs. E. A. Blacknall made any return for that year?

A. I find on the Receiver's Digest for 1890 that Mr. Blacknall returned \$6,500.00 realty and \$1,000.00 personalty.

Q. And Mrs. E. A. Blacknall?

A. Her name does not appear at all; she made no return for that year.

Q. For 1890?

A. No, sir. It is barely possible that he returns hers with his. They do that very often—return their wives' and all in their own names.

Q. Any return of money or notes?

A. No, sir; just a thousand dollars' worth of household and kitchen furniture.

Cross-Examination by Mr. Crocker.

Q. Do you know this real estate belonging to T. H. Blacknall?

page 109 } A. Yes, sir.
 } Q. You say you own some property adjoining?
 } A. Yes, sir.

Q. And besides that dwelling house, he owns a lot?

A. Yes, sir; he has a lot in the rear; I think it is 50 by 150, or, perhaps, not quite so deep.

Q. What is that property worth?

A. It is worth \$12,000.00, I should say. He has been offering it at \$15,000.00, the whole place.

Q. It is a very handsome location?

A. Yes, sir; and he keeps it up well, too.

Q. Do you know the gentleman who owns the lot right adjoining there.—Mr. James?

A. Yes, sir.

Q. A vacant lot?

A. Yes, sir.

Q. Do you know what he holds that at?

A. No, sir; I do not. I know I sold some adjoining it in the rear for \$55.00 a front foot.

Q. I expect the assessments given in by the owners are pretty much like other assessments given in, not the market value?

A. No, sir; not the full value; that is not the custom in this county. For instance, you take the city assessors, they assess a piece of property at \$3,500.00, when it would probably bring \$15,000.00. I know of a piece of property not far from here, belonging to Mr. Romare, that was assessed at page 110 } \$4,500.00, and he refused \$40,000.00 for it.

Q. Are the Georgians like the Virginians in that respect, they don't return their full values?

A. I expect they are. Human nature is about the same the world over.

Q. About this property of Mrs. Blacknall's; hasn't that property been enhancing in value since she purchased it?

A. I really don't know anything about that; I just know the home place.

Q. Was Mr. T. H. Blacknall in 1891, reputed to be a man of means?

A. I don't know whether he was or not.

Q. Wouldn't this return in the name of T. H. Blacknall indicate that he was the owner, according to the rules of your assessments?

A. He swears it is.

Q. The entry here in this book indicates that Mr. T. H. Blacknall is the owner of the property?

A. That is what you would infer.

Q. You said something about having heard that this property of Mr. T. H. Blacknall's was his children's; have you any evidence of that?

page 111 } A. No, none in the least; except just mere rumor.
 } I have a brother who married a daughter of Major
 } Blacknall's, and I heard it through them, but, of
 course, I don't know.

Q. This (indicating), would be the better evidence?

A. Yes, sir.

Q. (By Mr. Mayson.) Mr. Stewart, I believe you stated that frequently the husbands return their wife's property, and that of their children in their own names?

A. Very often.

Q. What is the value of this vacant lot in the rear of the improved lot?

A. Well, I should think, if it is a 50-foot lot, it would be worth \$2,000.00. That is putting a low estimate on it; \$40.00 a front. I sold a lot right adjoining at \$50.00 a front foot.

Q. (By Mr. Crocker.) No more advantageously located?

A. Just the same way exactly; but the market is down a little bit now.

Q. There is a decline in the market?

A. Not so much of a decline as a stagnation, you know, in real estate; then his lot doesn't run back quite as far as mine.

(At this point the attorneys and commissioner adjourned to the office of the ordinary, where the will of the late Mrs.

page 112 } Blacknall was inspected. Mr. Crocker stated that
 } he would not object to a certified copy of the will be
 } ing used on the trial of the case.)

J. HENLY SMITH, being next called and duly sworn.

Direct-Examination by Mr. Mayson.

Q. Mr. Smith, I will get you to read the description of this property described in a deed from A. D. Adair, to Mrs. Mary C. Blacknall, dated April 24th, 1883, and recorded in book "P. P." of deeds of Fulton Superior Court, page 486, a copy of which will be filed in this case, and say what land that covers. (Witness looks over the instrument mentioned.) Where is that property?

A. That is correctly described there in the deed. It is on the southeast corner of Lee and Park streets.

Q. I notice in the description of the deed, it is called Lee and Salter?

A. Park street used to be called Salter. It is now Park.

Q. Do you know who lives in that place at present?

A. Major Blacknall.

page 113 } Q. How long has he lived there?

A. For many years; a long time.

Q. Was he living there in 1884?

A. I think he was; I am sure he was.

Q. The deed was in 1883, I believe. Mr. Smith, did you witness a will made by Mrs. Mary Catharine Blacknall on the day of March, 1884?

A. I have forgotten Mrs. Blacknall's name. I know I witnessed her will.

Q. You witnessed the will of the first wife of Major Blacknall?

A. Yes, sir; myself and G. A. Howell, and my son Burgess.

Q. Is that lady living?

A. No, sir; she is dead.

Q. Have you any idea how long after that it was that she died, whether it was one, two, or three years?

A. Well, it was not a great while; possibly two years and possibly not more than six months. She was in a feeble condition, and was not expected to live long when the will was executed.

Q. Where was this will executed?

A. Right in that house, and it was not a great while after that that she went off to Kittrell Springs, North Carolina, and died there.

Cross-Examination by Mr. Crocker.

page 114 } Q. Do you know whether or not Mrs. Blacknall, at her death, owned any other real estate than that described in the aforesaid deed?

A. I don't know of any. I have heard it said that she owned real estate in North Carolina, but I don't know as to whether or not that was true. I never heard her say so and I never heard her husband say so, but I have heard the neighbors say she owned real estate in North Carolina.

Q. Do you know whether the description in that deed embraces the rear lot to the dwelling fronting on Salter street?

A. I am inclined to think that it embraces a lot fronting on Lee street, south of where the house is now, that has been sold off, but I don't know it for certain. I think there has been a lot sold off there. Nobody ever told me so, but I just judge by the looks of things. I live in 200 feet of the lot, and I just supposed there had been a lot sold off there.

Q. There is a vacant lot in the possession of Major Blacknall, and I wish to know whether that vacant lot is within the description of the deed which you have read.

A. This (referring to record of deed) gives 190 feet and six inches on the east side of Lee street. I am very confident that there is some land fenced off that is included in that distance.

page 115 } I know that Major Blacknall and Andy Stewart erected a wind-mill right on the line between them, and that wind-mill is now some 50 feet, I suppose, from Major Blacknall's south fence. I never measured it and I never heard anybody say anything about it, but I reckon there has been a lot sold off there; yet I don't know that that is the case. I don't believe there is 190 feet there within the enclosure; I am sure there is not, though I have never measured it, or even stepped it. If I was on the ground I could tell you very quickly about the distance.

THOMAS M. ARMISTEAD, being next called and duly sworn.

Direct Examination by Mr. Mayson.

Q. What is your position?

A. I am receiver of tax returns for Fulton county, Georgia.

Q. How long have you held that office?

A. This is my third year.

Q. What are your duties and what books are in your charge?

A. The County Digest.

page 116 } Q. And your duties?

A. Receiving the tax returns of the citizens of the county.

Q. And you keep those books?

A. Yes, sir.

Q. Called the digest?

A. Yes, sir.

Q. I wish you would look on the digest for 1890, 1891, and 1892 and see if the estate of Mrs. Mary C. Blacknall was returned for taxation (witness looks over the digests)?

A. Her name does not appear on either one of the regular digests for 1890, 1891, or 1892.

Q. Do you find any return of the estate of Mrs. Mary C. Blacknall for 1887?

A. I find that Thomas H. Blacknall returned town and city property valued at \$6,500.00 and \$500.00 worth of personalty; total, \$7,000.00.

Q. Do you find any return there by her?

A. No, sir.

Q. But you find one by Thomas H. Blacknall?

A. Yes, sir.

Q. What property?

A. City property; town property, I suppose.

Q. West End?

A. Yes, sir; because that is Blacknall (district) and the only Blacknall in the county.

Q. Well, now look for the year 1888; what is the shape of the returns for 1888?

page 117 } A. Thomas H. Blacknall returns in the same district \$6,500.00 worth of city or town property, and \$1,000.00 worth of personalty, and no return for his wife.

Q. No return by Mrs. Mary C. Blacknall?

A. No, sir.

Q. Now, please see how the property is returned for 1886?

A. Thomas H. Blacknall returned one-half acre of land; no number or district—that is county property—one-half acre of land and no value on it, but I suppose he intended that as the piece of property he returned under the head of city property at \$6,500.00 and \$500.00 worth of personalty.

Q. Now, look on the digest for 1885 and see what returns were made for both T. H. Blacknall and Mrs. Mary C. Blacknall?

A. Thomas H. returned one-half acre of land in district 14; \$6,500.00 and \$500.00 worth of personalty. I find no return of Mrs. Blacknall.

Q. Now, look for 1889?

A. It don't appear on the regular digest for 1889, and I don't find them on the defaulter's digest for 1889 (looking over digest). Thomas H. Blacknall, for 1890, \$6,500 page 118 } realty and \$1,000 personalty. That was for the taxes of 1889. I don't find Mrs. Blacknall's name

at all for 1889. This was paid in 1890, but it was for the taxes of 1889.

Q. In 1884 what do you find returned for Mr. T. H. Blacknall and for Mrs. Mary C. Blacknall?

A. Thomas H. Blacknall returned a half acre of land valued at \$6,500.00 and personalty \$500.00.

Q. Now, in 1883?

A. There doesn't any return for either of them appear on the digest for 1883.

Stipulation.

It was stipulated, agreed, and admitted by and between counsel, in the presence of the commissioner, that the property given in for taxation by Thomas H. Blacknall at \$6,500.00 is the same as that conveyed by A. D. Adair to Mrs. Mary C. Blacknall on April 24th, 1883.

I certify that the foregoing pages from 20 to 29 inclusive, contain the depositions of A. F. Stewart, J. Henly Smith, and Thomas M. Armistead, as set out in the caption, page 119 } that the same were taken before me, and the answers reduced to writing by me; that the signatures of the witnesses to their respective depositions were waived and that I am not interested in the cause nor of kin or counsel to either party.

I furthermore certify that the above stipulation and admission was in the presence, as stated.

Witness my official signature this July 5th, 1893.

H. L. Parry,
Commissioner to take
testimony.
Fulton county, Ga.

H. L. PARRY,
Commissioner.

State of Georgia, Fulton county:

This indenture, made this 24th day of April, in page 120 } the year of our Lord one thousand eight hundred and eighty-three, between Augustus D. Adair, of the county of Fulton, of the first part, and Mrs. Mary C. Blacknall, of the county of Fulton, of the second part—witnesseth: That the said Augustus D. Adair for and in consideration of the sum of six hundred and eighty-five dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargain-

ed, sold, and conveyed, and by these presents does grant, bargain, and sell and convey unto the said Mrs. Mary C. Blacknall, her heirs and assigns, all that tract or parcel of land situated, lying, and being in the town of West End, and being part of land lot, the northeast quarter of lot No. (36) thirty-six, } of the subdivision of land, lot No. (108), one hundred and eight, in the fourteenth district of originally Henry, now Fulton county—commencing at the intersection or corner of Lee and Salter streets, on the south side of Salter street, and running thence along the east side of Lee street, in a southerly direction, one hundred and ninety feet and six inches (190 1-2), to the property of A. P. Stewart, thence in an easterly direction along the line of said A. P. Stewart's lot, seventy-nine feet and two inches (79 1-6), to the corner of Mrs. Ellen Hammond's lot, thence in a northerly direction along the line of said Mrs. Hammond's lot, one hundred and ninety feet and six inches (190 1-2), to Salter street, thence along the south side of Salter street, seventy-four feet and five and half inches (74 11-24), to the beginning, corner of Lee and Salter.

To have and to hold the said bargained lot or property, with all and singular the rights, members, and appurtenances thereof, to the same being and belonging, or in any wise appertaining, to the only proper use, benefit, and behoof of her, the said Mrs. Mary C. Blacknall, her heirs, executors, administrators, and assigns, in fee simple. And the said } Augustus D. Adair, his heirs, executors, and administrators, the said bargained lot, or property, unto the said Mrs. Mary C. Blacknall, heirs, executors, administrators, and assigns, against the said Augustus D. Adair, heirs, executors, administrators, and all and every other person or persons whatever, shall and will warrant and forever defend, by virtue of these presents.

In witness whereof, the said Augustus D. Adair has hereunto set his hand and affixed his seal the day and year first above written.

AUGUSTUS D. ADAIR, [Seal.]

Signed, sealed, and delivered in the presence of H. H. Dickson.

N. R. FOWLER,
N. P. Fulton co., Ga.

Recorded April 25th, 1883.

C. H. STRONG,
C. S. C.

Georgia, Fulton county:

I, G. H. Tanner, clerk of the Superior Court of said county, do hereby certify that the foregoing is a correct copy of a deed from Augustus D. Adair to Mrs. Mary C. Blacknall, recorded in Book "P.F.," page 486, as appears of record in page 123 } this office.

} Witness my official signature and seal of office this July 3, 1893.

Superior Court,
Fulton county, Georgia.

G. H. TANNER,
Clerk Superior Court,
Fulton co., Ga.

Georgia, Fulton county:

} I, Mary Catherine Blacknall, wife of Thomas H. Blacknall, being of sound and disposing mind and memory, do make, publish, and declare this to be my last will and testament.

1. I give and bequeath to my husband, Thomas H. Blacknall, all of my estate, both real and personal, for and during his natural life.

2. After the death of my husband, I wish my real estate and such of my personal estate as may remain unconsumed in the using, to be kept together for the use of such of my daughters as remain unmarried, and such of my sons as are under the age of twenty-one years, and are unmarried, so as to afford a home and support for them in common.

3. Whenever, after the death of my husband, all of my sons, who survive, have obtained the age of twenty-one years, and all of my daughters, who survive, have married, I wish the whole of my estate to be sold, and the proceeds equally divided between my children then living and the issue of any deceased child or children, per stirpes.

} 4. I authorize my said husband, whenever he may think it to the interests of all parties concerned, to sell any of the real estate at public or private sale, and reinvest the proceeds upon the same uses in real estate.

5. I authorize my said husband to renew any lien upon the real estate, or to create a lien upon the real estate whenever he thinks it for the benefit of the estate or the beneficiaries.

6. I appoint my husband, Thomas H. Blacknall, executor

of this, my last will and testament. This — day of March, 1884.

MARY CATHERINE BLACKNALL.

Signed, sealed, declared, and published by Mary Catherine Blacknall, as her last will and testament, in the presence of us, the undersigned, who subscribed our names hereto in the presence of said testatrix, at her special instance and request, and in the presence of each other.

G. A. HOWELL,
BURGESS SMITH,
J. HENLEY SMITH.

State of Georgia, Fulton county, Ordinary's Office—ss.:

I, P. H. Calhoun, clerk of the Court of Ordinary of page 126 } said county, do hereby certify that I have compared
the foregoing copy of the last will and testament of Mary Catherine Blacknall, deceased, with the original record thereof, now remaining in this office, and the same is a correct transcript therefrom, and of the whole of such original record, and that said court is a court of record.

In testimony whereof, I have bereunto set my hand and affixed the seal of the Court of Ordinary, this, the 7th day of July, 1893.

Court of Ordinary,
Fulton county, Georgia.

P. H. CALHOUN,
C. C. O.

State of Georgia, Fulton county, Ordinary's office—ss.:

I, W. L. Calhoun, ordinary of said county, and presiding magistrate of the Court of Ordinary thereof, do hereby certify that the above attestation subscribed by P. H. Calhoun, as clerk of said court, is sufficient, and in due form of law, and } that his signature thereto is genuine.

page 127 } Witness my hand and official signature this 7th
day of July, 1893.

W. L. CALHOUN,
Ordinary.

And afterwards—to-wit: At a Circuit Court con- page 128 } tinued and held for the county of Nansemond, at
the court-house in the town of Suffolk, on Saturday, the 13th day of October, 1894.

This cause in which the plaintiffs have proceeded against the non-resident defendants, Eugenia A. Blacknall and Thomas A. Blacknall, her husband, in the mode prescribed by law against absent defendants, came on this day to be heard on the bill taken for confessed as to the defendants, William L. Daughtrey, E. E. Holland, and John T. Surne, trustees, the Old Dominion Building and Loan Association, of Richmond, Virginia, Maggie E. Riddick, Bettie S. Riddick, H. A. Morgan, Jesse D. Daughtrey, trustee; John F. Pinner and Margaret P. Pinner, on whom process had been duly served, they still failing to appear and plead, answer, or demur to the said bill, on the answers of the defendants, Eugenia A. Blacknall and Beatrice J. Daughtrey, with general replications to said answers on the four exhibits filed with said bill, and on the examinations of witnesses with the exhibit therewith } filed, and was argued by counsel.

page 129 } On consideration whereof the court is of the opinion that the three deeds of bargain and sale mentioned in said bill, made by said Beatrice J. Daughtrey and William L. Daughtrey, conveying to said Eugenia A. Blacknall the property therein described, (copies of which deeds are filed with said bill and marked Exhibits Nos. 2, 3, and 4) were executed for valuable considerations with no intent on the part of said Beatrice J. Daughtrey to delay, hinder, or defraud her creditors or other persons, and without notice to or on the part of said Eugenia A. Blacknall of any such intent or fraud, the court doth therefore adjudge, order, and decree that the said bill be dismissed and that the defendants recover of the complainants their costs in this behalf expended.

But at the instance of the complainants, who, by counsel, have expressed a desire to appeal from this decree, it is ordered that execution of this decree be suspended for thirty days from this date, when the complainants, or any one of them shall execute a proper bond before the clerk of this court in a } penalty of five hundred dollars, with a condition reciting this decree, and the intention of such complainants to present a petition for a supersedeas, and providing for the payment of all such damages as may accrue to any person by reason of said suspension, in case a supersedeas should not be allowed, and be effectual within the time so specified in accordance with section 3456 of the Code of Virginia.

And at another day—to-wit: In the clerk's office of the Circuit Court of Nansemond county in vacation, the following decree pronounced on the 13th day of November, 1894, by the

Honorable C. W. Hill, was received on this, the 13th day of November, 1894, and ordered to be entered in vacation.

At the instance of the complainants in the above entitled cause, who desire to present a petition for an appeal from the decree entered in said cause on the 13th day of October, 1894, and pursuant to section 3456 of the Code, it appears page 131 } ing that thirty days have not elapsed since the ending of the term at which said decree was entered, it is ordered that the execution of the said decree of October 13th, 1894, be suspended for sixty days from this date, upon the complainants or either of them, executing a proper bond before the clerk of the said Circuit Court of Nansmond county, in the penalty of five hundred dollars, with a condition reciting the said decree, and the intention of the said complainants to present a petition for an appeal and supersedeas, and providing for the payment of all such damages as may accrue to any person by reason of the said suspension in case a supersedeas to the said decree should not be allowed, and be effectual within the time so specified.

A true transcript of the record.

Teste:

A. P. GOMER.

I, A. P. Gomer, clerk of the Circuit Court of the page 132 } county of Nansmond, do certify that the foregoing are true copies of such parts of the record in the above-styled chancery cause as were directed to be copied by the respective counsel therein.

Certified under my hand this 8th day of January, 1895.

A. P. GOMER,
Clerk.

Fifty dollars is the fee of the clerk for the foregoing transcript of the record in the chancery cause therein mentioned.

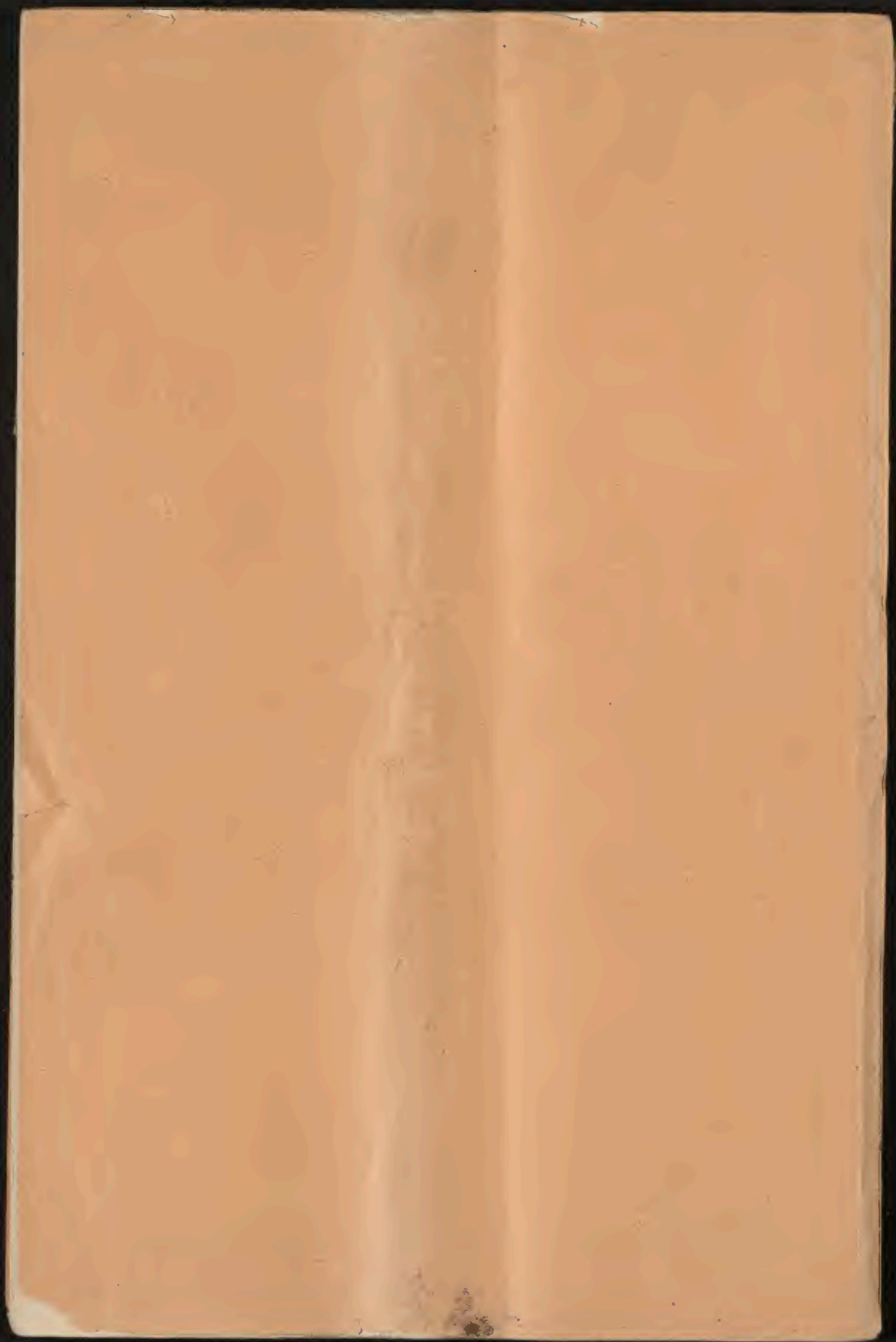
A. P. GOMER,
Clerk.

A copy—Teste:

GEO. K. TAYLOR, C. C.

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<u>F E R G U S O N & C O. E T A L.</u>	)	In the Circuit Court of
VS.	)	Nansemond County,
<u>D A U G H T R E Y E T A L.</u>	)	Virginia.

Deposition of MRS. E. A. BLACKNALL, taken on motion of the plaintiffs, at West End, Fulton County, Georgia, on July 3rd, 1893, in the presence of E.E.Holland, Esq., appearing for the plaintiffs, J.F.Crocker, Esq., appearing for defendants, and of Messrs. W.L.Daughtrey and T.H.Blacknall, by consent of counsel before H.L.Parry, Commissioner. Before proceeding with the examination counsel for plaintiffs stated that he would proceed to cross-examine Mrs. Blacknall as an adverse witness, as authorized by the Virginia statute, she being a party defendant to this suit. The said witness, being duly sworn by the Commissioner, deposed and stated as follows:

Examination by Mr. Holland.

Q. Please state your name, age and residence, and are you one of the parties to this suit? A. I am forty-five -- will be, my residence is in West End, and I am a party to this suit. My name has already been given.

Q. Do you own any real estate in Suffolk, Virginia? A. Yes, sir.

Q. When did you purchase the same? A. I purchased it between the first and tenth of October, 1891.

Q. From whom did you purchase it? A. I purchased it from Mr. Daughtrey, who was the agent, I suppose, for Mrs. B.J.Daughtrey; I know he was.

Q. When you purchased the property, what part of the consideration did you pay in cash? A. I paid \$125.00 in cash.

Q. What did you pay for the entire property? A. With the mortgage and all on it?

7 Q. Yes. A. I paid \$8100.00 for the whole, with the mortgage included.

8 Q. For what amount did you give your notes? A. I gave my note for \$3,675.00.

9 Q. To whom were they made payable? A. Payable to Mrs. Daughtrey.

10 Q. What rate of interest was charged? A. None.

11 Q. What length of credit was given? A. Five years.

12 Q. Did you give one note or more than one? A. Two notes,--- well, one note for the whole property; I bought it all together.

13 Q. Simply one note? A. I think there was one. It has been two years ago, remember, and I am afraid to swear to that, because I really have forgotten. I think I gave two notes; I am almost sure of it.

14 Q. By whom were those notes executed? Who made the notes? Who signed the notes? A. I know B -----

15 Q. What I mean is, who gave the notes to Mrs. Daughtrey? Did you give them? A. Oh yes, I gave the notes to B (Beatrice),- through Mr. Daughtrey. I signed the notes.

16 Q. Did you sign them alone? A. Of course; I don't know that anybody else signed them; I don't remember. Of course I signed them alone. It has been two years ago and it confuses me to answer questions like that.

17 Q. Did the notes bear any endorsement? Were they endorsed by anybody? A. I don't know; I don't think they were at all. What do you mean by endorsed?

18 Q. Negotiable notes are frequently endorsed by other people as additional security; they write their names on the back of them; sign them with you? A. No, sir. I don't understand law very well. I just understand what I have done, and that is all. I want to be very careful.

19 Q. What security was given for their payment? A. None; it was not necessary.

20 Q. Were Mr. or Mrs. Daughtrey indebted to you at the time the deed was taken? A. Yes, sir; Mr. Daughtrey was.

21 Q. Was Mrs. Daughtrey? A. No.

22 Q. When did you make your first offer to buy this property? A. I offered to buy it -- at least, they asked me to buy it a year before I did buy it, because I was thinking of buying other property there,-- Mr. Hitch's place; I know that was for sale at the time.

23 Q. Did they propose to sell or you to purchase? A. Well, she proposed a year ago to sell it to me; a year before I purchased.

24 Q. Did she state her reasons for selling? A. No. She wanted me to live there; that is the only reason I knew of; she was anxious that I should live there.

25 Q. Were any special inducements made to you to purchase the property? A. None.

26 Q. At the time you purchased it, did you know who owned it? A. Yes, I knew who owned it.

27 Q. At the time you purchased it did you know that Mr. and Mrs. Daughtrey were largely in debt? A. I did not.

28 Q. Were the negotiations for the purchase by correspondence or verbal? A. They were verbal. Some year ago I wrote to her about it, and I wrote to Mr. Hitch, too, but that has nothing to do with this.

29 Q. Did you have the title examined before purchasing the property? A. I thought it was all right. I trusted to Mr. Daughtrey for that.

30 Q. How long had it been since you had seen the property before you purchased it? A. I had seen it,-- I can't be positive; I went around and saw it when I was there, but I don't remember

when.

31 Q. About how long before you purchased it? A. About two years before, I think. I don't know whether it was a year or two years; I cannot be positive about that. I don't know and will not answer that positively.

32 Q. Did you know the condition of the property at the time you purchased it? A. Yes, sir; at least I thought so.

33 Q. Is the property insured in your name? A. Insured? - Yes, sir.

34 Q. In your name? A. Yes, sir.

35 Q. Do you pay any taxes on the property? A. I have not as yet but they have written to me for them. I thought I would wait until it was decided before I paid them.

36 Q. Is there any understanding between you and your sister that you will re-sell to her on certain conditions? A. None whatever.

37 Q. Do you know the size of the lot you purchased? A. Well, not exactly. I know the lot well, but I don't know the exact dimensions; I couldn't tell you the feet and front and all of that.

38 Q. How many lots did you buy, if more than one? A. I bought the whole lot and then I bought the river property; there are eight lots, I think, over there; and then the interest in the store; undivided interest.

39 Q. Please state what consideration you paid for each? A. You mean, subject to the mortgages?

40 Q. Yes. A. I paid for the home tract \$5,500.00; I paid for the river lots \$1,800.00; and I paid for his interest \$700.00.

41 Q. What rent do you receive from these houses? A. Well, a part of it is not rented at present. I wanted to sell these river house lots, so I don't know that they are rented now at all; I don't think they are; but the home lot, he pays rent on

the home lot.

42 Q. What amount of rent does he pay? A. \$25.00.

43 Q. How much rent have you received from these houses since your purchase? A. Well, I have not received any in money, exactly; I have not received any of it in cash.

44 Q. How does Mrs. Daughtrey pay you rents on the home lot, and what amount has she paid you for rent on the home lot -- just simply the amount? A. Well, I don't know exactly what amount he has paid, simply because he is attending to the property down there for me. He is my agent and he is to pay the insurance and the taxes. Then there is a mortgage on it; I had to pay that.

45 Q. Then you have actually received no money rent? A. Not in cash.

46 Q. For the property, since you bought it? A. Not in cash.

47 Q. And you have owned it for how many years? A. Since 1891.

48 Q. Is your sister, Mrs. Daughtrey, now in possession of the home lot? A. Yes, sir.

49 Q. Do you expect any money rent to be paid to you by Mrs. Daughtrey for the home lot? A. Yes, sir.

50 Q. In money? A. I don't know. I don't think she will pay any at all in money. I want the rents to go to paying for the property at the end of the five years.

51 Q. Was Mrs. Daughtrey in possession of the home lot before you purchased it? A. Living there, do you mean?

52 Q. Yes. Yes.

53 Q. How many deeds of trust are there on the home lot? A. Two.

54 Q. For what amounts? A. For \$2,000.00 and for \$300.00; to different parties.

55 Q. Have you paid the interest on the notes or debts secured by these deeds of trust, since your purchase? A. Yes, sir.

56 Q. How much have you paid? A. Well, I have forgotten how I paid it, but I have a receipt for it.

57 Q. How many deeds of trust are there on the river front property? A. I don't think there is but one; that is the Building & Loan.

58 Q. Have you paid any interest on that? A. No, sir.

59 Q. Did you purchase this property as an investment? A. Well, yes, sir, as an investment; I did, part of it; although I thought I might perhaps live there myself. I don't know; it was an investment, though, of course.

60 Q. Did you consider the investment a good one? A. If I hadn't I would not have taken it.

61 Q. At the time you purchased the property did you know anything about the market value of real estate in Suffolk? A. I knew it was on a boom; it was at that time.

62 Q. Did you know the firm of Daughtrey & Hines were largely in debt at the time you purchased it? A. Not at all.

63 Q. Do you own any stock in the Old Dominion Building & Loan Association of Richmond? A. I don't own any stock in it at all; I don't think I own any.

64 Q. Please state what amount of personal property you return for taxation? A. Well, I don't know. You mean these lots that I bought?

65 Q. No, I am not referring to this, but simply to personal property; that is realty. A. Well, I paid the taxes on this lot I bought here sometime ago and the taxes on these lots I bought down in Suffolk; that's all.

66 Q. What is the amount of your annual income? A. I do not really have any idea; I have not valued my property, you know. There is no real income; it is unimproved property; I value it at \$2500.00, the unimproved property that I have here.

67 * Q. Well, that would include, also, the rents you receive from your Suffolk property, if any? A. Well, I have not received any personally, you know.

68 Q. Is the Suffolk property for sale? A. If I could get ---- I don't think it is just now, because there is no sale for anything, it seems, at this dull time.

69 Q. What price will you take for it? A. It is not for sale -- at present.

70 Q. Have you any means with which you can redeem this property by paying the notes secured by the deeds of trust thereon without the sale of the property? A. Yes, sir.

71 Q. Please state in what way? A. Well, I have money loaned out; that is, some money loaned; and then I have this place; if it was necessary I could sell that; and another thing, if I didn't have it, I could get it very easily.

72 Q. Please state how much money you have loaned out, and how? A. Well, I have ---- (turning to Mr. Crocker) is it necessary that I should state how much I have loaned out?

By Mr. Crocker: Yes, just state it.

73 A. (Continued.) I have one hundred dollars loaned out, at present, at eight per cent interest, and then I have --- of course that wouldn't be a drop in the bucket; and then, besides, the interest on this place and what he pays rent, you see, at the end of the five years, would amount to about \$3,000.00; and besides that, the other amount I could get from my husband.

74 Q. What did you pay for the lots you bought in Atlanta, or West End? A. I paid \$400.00 each payment, -- \$1200.00 in all.

75 Q. At the time the deeds were given for the property in Suffolk, did you know what price you were to pay for each lot? A. Yes.

76 Q. Did you give your note for the \$3,000.00 at the time they

gave you the deed, or afterwards? A. Afterwards, I think.

77 Q. About how long afterwards, if you remember? A. I don't remember exactly, but a short while; not very long afterwards, but I don't remember the exact date.

78 Q. At the time you purchased it did you know for what amounts you would have to give notes? A. Of course. Yes, certainly I knew.

79 Q. At the time your notes were given did you know that Daughtrey & Hines had failed? A. I did not; I had no idea.

80 Q. Was it not understood that as soon as Mrs. Daughtrey repaid the amount paid by you that you would re-execute the deed to her for the property? A. No, sir; no understanding of that kind at all.

81 Q. Do you consider that you really own the property? A. I do.

82 Q. Were you in Suffolk at the time these deeds were made for the Suffolk property? A. No.

83 Q. Were the deeds executed in Suffolk under your direction? A. Yes, sir. What do you mean by that?

84 Q. By your instructions? A. Oh, yes, sir.

85 Q. By whom were they prepared? A. Do you mean who wrote the deeds?

86 Q. Yes. A. I don't know; I never attended to who wrote the deeds; I thought they were all straight and right and I never paid any attention to them.

87 Q. How did you agree upon the terms of the purchase, except by correspondence? A. I don't understand. I bought it direct, not by correspondence at all. I bought it here direct from Mrs. Daughtrey through Mr. Daughtrey.

88 Q. Where did you make the purchase,- in Atlanta or in Suffolk? A. In Atlanta.

89 Q. Did Mr. Daughtrey, as the agent of his wife, come to

Atlanta for the purpose of selling you this property? A. He did not say so. I don't suppose he did. He didn't mention it.

90 Q. Do you know whether your deeds for your Suffolk property are on record? A. Yes, sir.

91 Q. After you purchased the property of Mr. Daughtrey in Atlanta how long was it before the deeds were executed? A. Before the deeds were recorded?

92 Q. No,- before they were executed by Mrs. Daughtrey in Suffolk? A. It was not very long, but I don't remember the exact time.

93 Q. What I want to get at is, how long after the purchase of Mr. Daughtrey before the deeds were made to you? A. Well, it was not very long; it was while Mr. Daughtrey was here. I have forgotten, but I think it was while he was here; I think they were sent up here to me, but I am so forgetful about things like that I am afraid to answer a question like that without knowing positively.

94 Q. Were the deeds sent to you from Suffolk while Mr. Daughtrey was here? A. Yes, sir; that is what I was thinking; they were sent while he was here, I think.

95 Q. How long did Mr. Daughtrey remain in Atlanta after the deeds were sent to you? A. I think he waited for the deeds, or something of that kind; he just staid until the deeds were sent I think, but I can't answer that positively because I don't remember exactly; I think that is what he staid for. I think he staid just to wait for the deeds, and as soon as we got them he left; that is my impression.

96 Q. Did Mr. Daughtrey give any reason for wishing to sell the property at that particular time? A. Well, he had offered to sell it to me before. He didn't give any particular reason.

7 Q. How long before had he offered to sell? A. A year before; he hadn't but my sister had.

83 Q. At the price at which you bought? A. No; we didn't mention the price; we spoke of it, but I didn't think of it seriously at the time; I thought perhaps I might but didn't give it any very serious thought until Mr. Daughtrey was here. We spoke of it because I wanted to invest in Suffolk property down there and I was anxious for Mr. Hitch's place because I didn't know Mrs. Daughtrey's was for sale, and she says "Well, I will sell you mine if you can't buy Mr. Hitch's"; but we didn't say anything more about it at that time.

94 Q. What did you consider the river front property worth at the time you purchased it? A. Well, I thought it was worth just about what I paid for it, or perhaps more; I thought I could get more for it in time, of course, than the amount I paid; I thought it was worth more. The Building & Loan would loan that much on it and it ought to have been worth more.

95 Q. Who now holds the note given by you for the purchase price of this property? A. I don't know who holds it. Really, I have nothing to do with that. I gave my note, but as to who has it I have no idea.

96 Q. If the property should be sold under the deeds of trust now on it and should not sell for a sufficient amount to pay the liens thereon, would you have to pay the note given by you for the purchase price of the property? A. Would I have to pay it?

97 Q. Yes; in other words, if the property didn't sell for enough to pay the liens? A. Well, I hope it will. I hadn't thought about anything else but what it would sell for it, if I wanted to sell it. You see I have some time yet to hold it.

98 Q. Would you pay the note given for the purchase price if the property didn't sell for a sufficient amount to pay the

pay the liens and note? If the property was sold and didn't sell for enough to pay these deeds of trust liens, and also to pay the note you owe Mrs. Daughtrey, would you still have to pay Mrs. Daughtrey that note? A. I reckon so. I have no provision for that.

99 Q. When did you first hear of the failure of Daughtrey & Hines? A. I heard of it sometime after Will (Mr. Daughtrey) was here; I don't know what time it was, but it was sometime after he left.

100 Q. Did you not know at the time you purchased the property that the firm of Daughtrey & Hines were considerably in debt? A. I did not; I hadn't the remotest idea,-- not as to Daughtrey & Hines at all.

101 Q. Did you really purchase this property as an investment? A. Yes, sir.

102 Q. Or for the purpose of saving the property for your sister? A. I didn't know that she needed it saved at the time at all.

103 Q. Do you expect Mrs. Daughtrey to pay you any money rent for the property other than what you may owe Mr. Daughtrey for insurance and taxes and services rendered in the rental of the river front property? A. Well, I want whatever comes, you know to go to paying for the land; I want the interest and rents and all to help pay for the land and to help me pay for what I bought.

104 Q. What part has been paid on your note on account of rents, so far? A. None as yet, that I know of.

105 Q. Do you have any statement rendered you showing the amount of taxes paid, the amount of insurance premiums paid and the amount of rents collected? A. Yes, sir, I will have; but only part of the property has been rented and of course I have never received the ----- (witness requested that the question be repeated, and it was read over by the Commissioner.)

106 Q. Does anybody render you any statement showing what rents have been collected? A. No, sir, nobody at all; not to me. I left Mr. Daughtrey as my agent down there to attend to it and save me the trouble; he is my agent and attends to things of that kind for me.

107 Q. In case the property is not sold under the deeds of trust do you expect, at the expiration of the five years, when your note matures, to pay the same? A. I expect to if --- I think I can get the money at that time. If I don't ---- well, I am almost sure I can pay it by that time.

EXAMINATION BY MR. CROCKER.

Q. Who is the owner of this beautiful home, in Atlanta, where we now are taking this deposition? A. Major T.H. Blacknall.

Q. What was his occupation in October, 1891? A. Travelling for a tobacco business.

Q. As a tobacco agent? A. Yes, sir.

Q. Are you acquainted sufficiently with his affairs to be able to say whether, at that time, he was worth property, real and personal? A. The Major? Yes.

Q. Do you know what he was worth then? A. I don't know well enough for that.

Q. Well, estimate it; everything that he owned, money or property? A. I think he was worth fifteen or twenty thousand.

By Mr. Holland: The question and answer are objected to on the ground that they are irrelevant and inadmissible, and on the further ground that the deed for the property, or some other record evidence thereof, is the best evidence.

Q. What is his present occupation? A. Well, he is not in the same business at all, now. He has other schemes, though, that I think will be more profitable.

Q. Did he own this home at that time? A. Yes, sir.

Q. I understood you to say that at the time you made the purchase of the property from Mrs. Daughtrey that you then owned some property in or in the vicinity of Atlanta; is that so? A. Yes, sir.

Q. That the property consisted of vacant lots? A. Yes, sir. Well, it is only one lot.

Q. A vacant lot? A. Yes, but it is a pretty valuable lot.

Q. How much have you been offered for it? A. I think sixteen hundred dollars, but I wouldn't take that.

Q. You were offered sixteen hundred dollars, but that is not the value? A. Oh, no.

Q. Will you please state over again the amount that you paid for it? A. Twelve hundred dollars.

Q. I understood you to say that when you were in Suffolk, about a year before you made this purchase of Mrs. Daughtrey, that Mrs. Daughtrey then spoke to you about purchasing this property; is that so? A. Yes, sir.

Q. That at that time there was another piece of property in Suffolk which you thought of buying? A. Yes, sir.

Q. Whose property was it? A. Mr. Frank Hitch's.

Q. What was its value then? A. \$6,000.00 I could have gotten it for; that is what he charged me for it, but I think he sold it for less.

Q. That about the first of October, or in the early part of October, you had a communication, verbal or written, I don't know, from Mrs. Daughtrey that she desired to sell her property; is that so? A. Yes.

Q. And you determined to buy it as an investment? A. Yes.

Q. Who negotiated the purchase with you on behalf of Mrs. Daughtrey? A. Mr. W.L. Daughtrey.

Q. Did I understand you to say he came down here on that negotiation? A. Not for that special purpose.

Q. He was here? A. Yes, sir.

Q. And while here the negotiation was made? A. Yes, sir.

Q. And you concluded to buy at the price named in the deeds? A. Yes, sir.

Q. And the deeds were sent down to you? A. Yes.

Q. And afterwards returned for recordation? A. Yes.

Q. You said, including the trust liens on the property and what you agreed to pay in addition thereto, amounted to eighty one hundred dollars? A. Yes.

Q. And that deducting the liens and indebtedness of \$125.00 there was a balance of \$3675.00? A. Yes, sir.

Q. For which you gave a note? A. Yes.

Q. I understood you to say that that note was on a credit of five years, without interest? A. Yes, without interest.

Q. That note, then, was for that balance, \$3675.00? A. Yes, sir.

Q. Then can't you speak with some positiveness that you gave one or two notes, if you gave a note, payable in five years, without interest? A. Oh, yes. I didn't give but one note then, and it was for that amount and payable without interest.

Q. You are not certain whether that amount was included in one or two notes? A. It was included in one note.

Q. You think it was in one? A. I know it was all in one note because the whole was lumped in for that amount.

Q. You remember now it was all lumped in one note? A. Yes, but one amount.

Q. And you signed that note? A. Yes.

Q. What did you do with the note after you signed it; who did you give it to? A. I gave it to Mr. Daughtrey.

Q. Here? A. Yes, sir.

Q. To take to his wife? A. Yes, sir.

Q. With the deeds? A. Yes, sir.

Q. Sent back for recordation? A. Yes.

Q. Well now, it is charged, Mrs. Blacknall, that Mrs. Daughtrey made those deeds to you with the intention to defraud her creditors; did you know anything about such an intention? A. No, sir.

Q. If she had any such intention did you or not have any knowledge of it? A. No, sir, none in the least.

Q. Then, whether Mrs. Daughtrey had such intention in making the conveyance to you, were you or were you not aware of such fraudulent intent? A. No, sir, I was not. I don't think she had any such intention.

Q. You don't believe she had? A. No, sir.

Q. But if she had you knew nothing of it? A. I knew nothing of it.

Q. Did you or not buy this property in good faith? A. Yes, sir.

Q. And you say as an investment? A. Yes.

Q. Were you buying for yourself or not? A. Yes, sir, for myself.

Q. And do you or not intend to comply with the terms of the agreement? A. Yes, sir, or I would not have made the agreement.

Q. Do you or not still hold yourself bound for the payment of that note when due? A. Yes, sir.

Q. And I understood you to have said that so far as you can foresee you will be able to meet it when due? A. Yes, sir, I think, of course, as far as anybody can foresee.

Q- In the mean time do I understand you to say that Mrs. Daughtrey is to pay for the dwelling house, the home place, \$25.00 a month? A. Yes.

*

By Mr. Holland: I object to the line of examination conducted by counsel for defendants on the ground that leading questions are continually being asked.

Q. What rent do you receive or get from said house? A. \$25.00 a month.

Q. I understood you to say in your examination that you didn't receive any cash. Please state whether or not in your final settlement with Mrs. Daughtrey you expect that she will give you credit for the rents or not? A. Certainly she will.

Q. I understood you to say so much in your examination; is it true? A. Yes, sir.

Q. Who is your agent there to collect rents and pay insurance and taxes? A. Mr. W.L. Daughtrey.

Q. Have you paid any taxes on the property since you purchased it? A. No, sir, I have not.

Q. Have you paid any interest on the debt secured? A. Yes, sir.

Q. Have you paid anything in keeping the property insured, through your agent or otherwise? A. Yes, sir.

Q. Did you or not understand that when you purchased the several pieces of property these liens on the property were to be part of the purchase money, - part of the price? A. Oh, yes.

Q. I see that in the purchase of the undivided interest of Mrs. Daughtrey of certain pieces of land situated on the east side of Main street in the town of Suffolk, bounded on the north by the lands of Henry Kirn, and otherwise in the bill described, that you mentioned the consideration to be \$700.00; please state whether that consideration included any liens on the property or not? A. Yes, sir.

Q. If there was any lien on the property at the time you bought it it was to be deducted from the \$700.00? A. Yes, sir.

Q. What is your relation to Mrs. Daughtrey? A. Sister.

Q. You have been asked whether or not the consideration which you agreed to pay for the property was to be paid; what do you say? A. Yes, sir, it was to be paid, of course.

Q. And I have understood you to say that unless something happened you will pay it? A. Yes, unless something happens greater than I expect.

Q. Please state whether or not you had any information or belief that Mrs. Beatrice J. Daughtrey, W.L.Daughtrey, or either of them, executed the said deeds conveying the property to you, with the intention of delaying, hindering and defrauding the creditors of Mrs. Daughtrey or the creditors of Daughtrey & Hines? A. None that I know of.

Q. State whether you had any information? A. None whatever.

Q. Please state whether you had any notice or knowledge of any such intention on their part or on the part of either? A. None.

Q. State whether or not, at the time you purchased this property, you had knowledge of the financial condition of the firm of Daughtrey & Hines? A. I thought it was perfectly good.

Q. Did you have any knowledge at that time, or any intimation, that they were in a failing condition? A. None whatever.

Q. (By Mr. Holland.) How much did Mr. W.L.Daughtrey owe you at the time you purchased this property? A. He owed me \$125.00.

Q. Was that the amount paid on account of the purchase price of this property? A. Yes, sir.

Q. The cash payment? A. Yes, sir. I could have paid him, though, if he had requested it, as I had the cash in the house to pay it. I thought that was all that was necessary and that I had time to pay it.

Q. Did he propose the terms, or you? A. What terms?

Q. The terms of five years? A. I don't know.

Q. In other words, did he offer to give you five years in which to pay for the property or did you ask for five years within which to pay for it? A. I told him I couldn't pay for it right away; that he would have to give me time, and he says five years.

Q. How long did Mr. Daughtrey remain in Atlanta at the time you made the purchase? A. I don't remember.

Q. Was he here more than a few days? A. Yes; he had to wait sometime for the deeds.

Q. Was he engaged in business here at that time? A. I don't know.

Q. Was he here simply on a visit to you and your family? A. I don't know.

Q. Did you know that W.L.Daughtrey was largely in debt? A. I knew that he had lost on wood and things of that kind.

Q. How did you know? A. I heard him say so before.

Q. Did you know that your sister, Mrs. Beatrice J. Daughtrey, had endorsed notes for W.L.Daughtrey? A. No.

Q. Did you know Mrs. B.J.Daughtrey was a member of the firm of Daughtrey & Hines? A. Yes.

Q. Did Mr. Daughtrey, so far as you know, have any other business in Atlanta at the time you purchased this property? A. I don't know; I don't know anything about his business, you know.

Q. Did Mr. Daughtrey remain in Atlanta until the deeds were sent back or were the deeds placed on record without your seeing them? A. They were sent here.

Q. Did you know that W.E.Hines, a member of the firm of Daughtrey & Hines, was largely in debt at the time you purchased that property? A. No, sir, I did not.

Q. Did you know that there were liens on all the real estate owned by your sister, Mrs. Daughtrey, at the time you purchased it? A. Yes, sir.

Q. Then you did know she was in debt to that extent? A. Yes, of course I knew that, but I thought Daughtrey & Hines were perfectly good.

Q. State, if you know, who managed the business of Daughtrey & Hines in Suffolk? A. I thought Will Hines; that is my impression.

Q. Do you know whether Mr. Daughtrey acted as agent for his wife in her transactions -- in the transactions of the firm of Daughtrey & Hines? A. No, sir. I think Will Hines attended to that, and I thought they were as good as gold; I didn't know he ever was in debt.

Q. (By Mr. Crocker.) In your examination by Mr. Holland, speaking of the property you purchased of Mrs. Daughtrey, you said that you bought an undivided interest in the store; do you mean by that the store lot? A. Yes, sir, the store.

Q. The store lot? A. Yes, sir, the store lot.

Q. I think you have stated that you wrote to Mr. Hitch about his lot? A. Yes, sir.

Q. Was the letter to him, or to Mr. Daughtrey, in reference to that matter? A. I never wrote to Mr. Hitch personally.

Q. Then you didn't write to Mr. Hitch? A. No, sir.

I certify that the foregoing deposition, as contained on pages 1 to 19 inclusive, was taken before me as stated in the caption, and the answers reduced to writing by me. I further certify that the testimony was read over to the witness, from my short-hand notes, and that counsel waived the signature to the same, and further that I am not interested in the cause nor of kin or counsel to either party.

Witness my official signature, this July 5th, 1893.

N. L. Curry
Commissioner.

<u>F E R G U S O N & C O. E T A L.</u>	)	In the Circuit Court of
VS.	)	Nansemond County,
<u>D A U G H T R E Y E T A L.</u>	)	Virginia.

Depositions of A. P. STEWART, J. HENLY SMITH and THOMAS M. ARMISTEAD, taken on motion of plaintiffs in above stated case, at Atlanta, Fulton County, Georgia, on July 3rd, 1893, in the presence of Messrs. E.E.Holland and James Mayson, representing the plaintiffs, and J.F.Crocker, Esq., counsel for defendants, and W.L.Daughtrey, party defendant, taken by consent of counsel, before H.L.Parry as Commissioner. The said A.P.STEWART, being first duly sworn, deposed and stated as follows:

* Examination by Mr. Mayson.

Q. What is your name? A. A.P.Stewart.

Q. What position do you hold? A. Tax Collector of this County

Q. How long have you held that office? A. Going on six years now; I am in my third term.

Q. What are your duties? A. Collecting the tax.

Q. What books do you have charge of? A. I have charge of the Receiver's Digest and also the Collector's Digest; the law requires me to keep what is called the Collector's Digest.

Q. What does the Receiver's Digest show? A. The taxable property returned by the tax-payers themselves to the Receiver. The Tax Collector's Digest shows the returns of parties who failed to make their returns to the Receiver and afterwards paid to the Collector.

Q. Have you the Receiver's Digest for 1893? A. No, sir.

Q. Have you the Tax Collector's Digest for 1893? A. No, sir.

Q. Well, look on your Tax Receiver's Digest for 1892 and see what the returns are for Mrs. E.A.Blacknall and for Mr. T.H. Blacknall? A. On the Receiver's Digest for 1892 their names do not appear (looking on digest). On my Digest, that is the Tax

Collector's Digest ---

Q. What Digest is that one? A. The Defaulters' Digest.

Q. How are the returns made? A. They are made directly to the Tax Collector and the taxes are paid at the time the returns are made.

Q. Is there any penalty for not making the return to the Tax Receiver? A. Yes, there is a penalty, but they are relieved from the penalty by the County Commissioners.

Q. Do you or not mean that they, in this particular instance, were relieved? A. No, sir; generally; they pass up a general rule. They delegate that power to the Tax Collector.

Q. Their names appear on the Collector's Defaulters' Digest for 1892? A. Yes, sir.

Q. What does Mrs. E.A. Blacknall return in 1892? A. She returns \$1,000.00 realty.

Q. And what does Mr. T.H. Blacknall return? A. For that year he returned \$3500.00 real estate.

Q. Neither of them make any return of any personal property, money, notes or anything of that sort? A. No, sir, nothing more than household and kitchen furniture.

Q. No money or other personalty? A. No, sir.

Q. Have you any knowledge of the real estate returned by Mr. T.H. Blacknall? A. Yes, sir, I know about the home; I own a piece of property adjoining his place there.

Q. Do you know anything about the ownership of it? A. No, sir, not of my own knowledge.

Q. Have you ever talked with him about it, or have you any means of knowing in whom the title to the home place is, - the place is West End? A. Well, I have no knowledge in regard to that. I was called on once before his first wife died to witness a will she was making, but I don't know what the will

willed away. I didn't witness it. I went over there and they were not ready. The will was written and witnessed afterwards by other parties.

Q. Well, do you know whether this property was included in that will or not? A. I do not.

Q. This West End home? A. No, sir, I do not know. My understanding has been that the home belonged to his children,- to his first wife and her children.

Mr. Crocker: We accept to that answer as not being the best evidence.

Q. Outside of that place, do you know of any other property, in 1893, in the possession of Mr. Blacknall or his wife? A. No, sir, I do not.

Q. Will you look on your Tax Receiver's Digest for 1891 and see what the same parties returned? A. I believe they returned that year in default, but I will look and see. The Major is very loose about making his returns. Sometimes he will wait a year or two and then come in and clean it all up at once. (Looks on digest) Yes, sir, he is returned as a defaulter in the same amount.

Q. And how about Mrs. E.A. Blacknall? A. The same way.

Q. Their names don't appear on the Tax Receiver's Digest for 1891? A. No, sir.

Q. But appear on the Defaulters' Digest for 1891? A. Yes, sir.

Q. What does Mrs. E.A. Blacknall return? A. \$1,000.00 realty.

Q. And Major T.H. Blacknall how much? A. \$3,500.00 realty and a small amount of household and kitchen furniture.

Q. How much? A. I don't know; I haven't got it figured out here.

Q. A small amount of household property? A. Yes, sir.

Q. No money, notes or other personal property is returned

for that year? A. None at all.

Q. Will you look on the Tax Receiver's Digest for 1890, now, if you please, and tell us if Mr. T.H. Blacknall and Mrs. E.A. Blacknall made any return for that year? A. I find on the Receiver's Digest for 1890 that Mr. Blacknall returned \$6500.00 realty and \$1,000.00 personalty.

Q. And Mrs. E.A. Blacknall? A. Her name does not appear at all; she made no return for that year.

Q. For 1890? A. No, sir. It is barely possible that he returns hers with his. They do that very often, - return their wives' and all in their own names.

Q. Any return of money or notes? A. No, sir; just a thousand dollars worth of household and kitchen furniture.

CROSS-EXAMINATION BY MR. CROCKER.

Q. Do you know this real estate belonging to T.H. Blacknall? A. Yes, sir.

Q. You say you own some property adjoining? A. Yes, sir.

Q. And besides that dwelling house he owns a lot? A. Yes, sir, he has a lot in the rear; I think it is 50 by 150 or perhaps not quite so deep.

Q. What is that property worth? A. It is worth \$12,000.00. I should say. He has been offering it at \$15,000.00, - the whole place.

Q. It is a very handsome location? A. Yes, sir, and he keeps it up well, too.

Q. Do you know the gentleman who owns the lot right adjoining there, - Mr. James? A. Yes, sir.

Q. A vacant lot? A. Yes, sir.

Q. Do you know what he holds that at? A. No, sir, I do not.

I know I sold some adjoining it in the rear for \$55.00 a front foot.

Q. I expect the assessments given in by the owners are pretty much like other assessments given in, not the market value?

A. No, sir, not the full value; that is not the custom in this County. For instance, you take the City Assessors, they assess a piece of property at \$3500.00 when it would probably bring \$15,000.00. I know of a piece of property not far from here belonging to Mr. Romare that was assessed at \$4,500.00 and he refused \$40,000.00 for it.

Q. Are the Georgians like the Virginians in that respect,-- they don't return their full values? A. I expect they are. Human nature is about the same the world over.

Q. About this property of Mrs. Blacknall's; hasn't that property been enhancing in value since she purchased it? A. I really don't know anything about that; I just know the home place.

Q. Was Mr. T.H. Blacknall, in 1891, reputed to be a man of means? A. I don't know whether he was or not.

Q. Wouldn't this return in the name of T.H. Blacknall indicate that he was the owner, according to the rules of your assessments? A. He swears it is.

Q. The entry here in this book indicates that Mr. T.H. Blacknall is the owner of the property? A. That is what you would infer.

Q. You said something about having heard that this property of Mr. T.H. Blacknall's was his children's; you have no evidence of that? A. No, none in the least, except just mere rumor. I have a brother who married a daughter of Major Blacknall's, and I heard it through them, but of course I don't know.

Q. This (indicating) would be the better evidence? A. Yes, sir

Q. (By Mr. Mayson.) Mr. Stewart, I believe you stated that frequently the husbands return their wives' property and that of their children in their own names? A. Very often.

Q. What is the value of this vacant lot in the rear of the improved lot? A. Well, I should think, if it is a 50 foot lot, it would be worth \$2,000.00. That is putting a low estimate on it; \$40.00 a front foot. I sold alot right adjoining at \$55.00 a front foot.

Q. (By Mr. Crocker.) No more advantageously located? A. Just the same way exactly; but the market is down a little bit now.

Q. There is a decline in the market? A. Not so much a decline as a stagnation, you know, in real estate; then his lot doesn't run back quite as far as mine.

(At this point the attorneys and commissioner adjourned to the office of the Ordinary, where the Will of the late Mrs. Blacknall was inspected. Mr. Crocker stated that he would not object to a certified copy of the Will being used on the trial of the case.)

J. H E N L Y S M I T H,-- being next called and duly sworn.
Direct-examination by Mr. Mayson.

Q. Mr. Smith, I will get you to readd the description of this property described in a deed from A.D. Adair to Mrs. Mary C. Blacknall, dated April 24th, 1883, and recorded in Book "PP" of Deeds of Fulton Superior Court, page 486, a copy of which will be filed in this case, and say what land that covers. (Witness looks over the instrument mentioned) Where is that property?
A. That is correctly described there in the deed. It is on the Southeast corner of Lee and Park streets.

Q. I notice in the description of the deed it is called Lee and Salter? A. Park Street used to be called Salter. It is now Park.

Q. Do you know who lives on that place at present? A. Major Blacknall.

Q. How long has he lived there? A. For many years; a long time.

Q. Was he living there in 1884? A. I think he was; I am sure he was.

Q. The deed was in 1883, I believe. Mr. Smith, did you witness a will made by Mrs. Mary Catharine Blacknall on the _____ day of March, 1884? A. I have forgotten Mrs. Blacknall's name. I know I witnessed her will.

Q. You witnessed the will of the first wife of Major Blacknall? A. Yes, sir; myself and G.A. Howell and my son Burgess.

Q. Is that lady living? A. No, sir; she is dead.

Q. Have you any idea how long after that it was that she died,- whether it was one, two or three years? A. Well, it was not a great while; possibly two years and possibly not more than six months. She was in a feeble condition and was not expected to live long when the will was executed.

Q. Where was this will executed? A. Right in that house, and it was not a great while after that that she went off to Kirell Springs, North Carolina and died there.

 CROSS-EXAMINATION BY MR. CROCKER.

Q. Do you know whether or not Mrs. Blacknall, at her death, owned any other real estate than that described in the aforesaid deed? A. I don't know of any. I have heard it said that she owned real estate in North Carolina, but I don't know as to whether or not that was true. I never heard her say so and I never heard her husband say so, but I have heard the neighbors say she owned real estate in North Carolina.

Q. Do you know whether the description in that deed embraces

the rear lot to the dwelling, fronting on Salter street? A. I am inclined to think that it embraces a lot fronting on Lee street south of where the house is now, that has been sold off, but I don't know it for certain. I think there has been a lot sold off there. Nobody ever told me so but I just judge by the looks of things. I live in 200 feet of the lot and I just supposed there had been a lot sold off there.

Q. There is a vacant lot in the possession of Major Blacknall and I wish to know whether that vacant lot is within the description of the deed which you have read? A. This (referring to record of deed) gives 190 feet and six inches on the east side of Lee street. I am very confident that there is some land fenced off that is included in that distance. I know that Major Blacknall and Andy Stewart erected a wind mill right on the line between them and that wind mill is now some 50 feet I suppose from Major Blacknall's south fence. I never measured it and I never heard anybody say anything about it, but I reckon there has been a lot sold off there, yet I don't know that that is the case. I don't believe there is 190 feet there within the enclosure; I am sure there is not, though I have never measured it, or even stepped it. If I was on the ground I could tell you very quickly about the distance.

THOMAS M. ARMISTEAD,-- being next called and duly sworn. Direct-examination by Mr. Mayson.

Q. What is your position? A. I am Receiver of tax returns for Fulton County, Georgia.

Q. How long have you held that office? A. This is my third year.

Q. What are your duties and what books are in your charge?
A. The County Digest.

Q. And your duties? A. Receiving the tax returns of the citizens of the county.

Q. And you keep those books? A. Yes, sir.

Q. Called the Digests? A. Yes, sir.

Q. I wish you would look on the Digest for 1890, 1891 and 1892 and see if the estate of Mrs. Mary C. Blacknall was returned for taxation? (Witness looks over the digests) A. Her name does not appear on either one of the regular digests, for 1890, 1891 or 1892.

Q. Do you find any return of the estate of Mrs. Mary C. Blacknall for 1887? A. I find that Thomas H. Blacknall returned town and city property valued at \$6500.00 and \$500.00 worth of personalty; total \$7,000.00.

Q. Do you find any return there by her? A. No, sir.

Q. But you find one by Thomas H. Blacknall? A. Yes, sir.

Q. What property? A. City property; town property I suppose.

Q. West End? A. Yes, sir, because that is Blackhall (District) and the only Blackhall in the County.

Q. Well now look for the year 1888; what is the shape of the returns for 1888? A. Thomas H. Blacknall returns, in the same district, \$6500.00 worth of city or town property, and \$1,000.00 worth of personalty, and no return for his wife.

Q. No return by Mrs. Mary C. Blacknall? A. No, sir.

Q. Now please see how the property is returned for 1886? A. Thomas H. Blacknall returned one half acre of land; no number or district; that is country property. One half acre of land and no value on it, but I suppose he intended that as the piece of property he returned under the head of city property at \$6500.00, and \$500.00 worth of personalty.

Q. Now look on the digest for 1885 and see what returns were made for both T.H. Blacknall and Mrs. Mary C. Blacknall? A.

Thomas H. returned one half acre of land in district 14, \$6500.00 and \$500.00 worth of personalty. I find no return for Mrs. Blacknall.

Q. Now look for 1889? A. It don't appear on the regular digest for 1889, and I don't find them on the Defaulters' Digest for 1889. (Looking over Digest) Thomas H. Blacknall for 1890, \$6500.00 realty and \$1,000.00 personalty. That was for the taxes for 1889. I don't find Mrs. Blacknall's name at all for 1889. This was paid in 1890 but it was for the taxes of 1889.

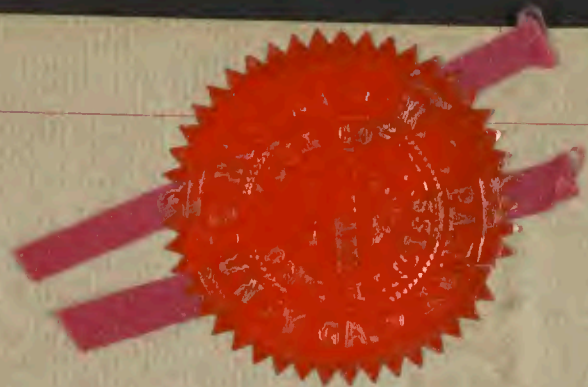
Q. In 1884 what do you find returned for Mr. T.H. Blacknall and for Mrs. Mary C. Blacknall? A. Thomas H. Blacknall returned a half acre of land valued at \$6500.00, and personalty \$500.00.

Q. Now in 1883? A. There doesn't any return for either of them appear on the Digest for 1883.

STIPULATION.

It was stipulated, agreed and admitted by and between Counsel, in the presence of the Commissioner, that the property given in for taxation by Thomas H. Blacknall, at \$6500.00, is the same as that conveyed by A.D. Adair to Mrs. Mary C. Blacknall, on April 24th, 1883.

I certify that the foregoing pages from 20 to 29 inclusive contain the depositions of A.P. Stewart, J. Henly Smith and Thomas M. Armistead, as set out in the caption, that the same were taken before me and the answers reduced to writing by me; that the signatures of the witnesses to their respective depositions were waived, and that I am not interested in the cause nor of kin or counsel to either party. I further certify that the above stipulation and admission was in my presence, as stated. Witness my official signature this July 5th, 1893.



Depositions of Beatrice J. Daughtry
and others, taken before ^{C. H. Gauley Jr. a Notary Public.} me, at the
residence of said Beatrice J. Daughtry,
and elsewhere, in the Town of Suffolk,
County of Nansemond, Virginia,
this 11th Day of September, 1893.

present to Counsel of parties, when
for the taking of said depositions
being waived, to be read as
evidence on behalf of the Plaintiffs
in the Chancery Suit depending in
the Circuit Court of Nansemond
County, in which W. B. Ferguson
and Company and others are
Plaintiffs and the said Beatrice J.
Daughtry and others are Defendants.

Present
Jas. W. Hopper of Counsel
for Plaintiffs
J. F. Crocker of Counsel
for Defendants.

The witness, Beatrice J. Daughtry being
first duly sworn, deposes and says:
as follows:

2. 1

Please state your name, age, residence
occupation and whether or not you
are one of the parties to this suit?

A. 1

Beatrice J. Daughtry, forty years old,
Suffolk, Va., no occupation, I am a
party to this suit.

2. 2

How long have you resided in
Suffolk, Va.?

A. 2

Nineteen years, I believe.

2. 3

Were you born and raised in
the County of Accomack?

A. 3

Yes.

2. 4

What relation are you, if any to
Mrs. E. A. Blackwell?

A. 4

Sister.

2. 5

Where does Mrs. Blackwell reside?

- A. 5 Atlanta, Ga.
- Q. 6 How long has she resided in Atlanta, Ga.?
- A. 6 About six years
- Q. 7 Did you have any knowledge of the existence of the late firm of Daughtry and Hines?
- A. 7 Yes.
- Q. 8 ~~What~~ who constituted that firm?
- A. 8 Myself and W. E. Hines, my brother.
- Q. 9 When was that co-partnership formed?
- A. 9 I do not remember the exact date.
- Q. 10 Was the agreement of partnership verbal or in writing?
- A. 10 Verbal.
- Q. 11 Did you give your individual attention to the business of that

firm, or were you represented by another?

A. 11 I did not have to give my attention to it.

Q. 12 Who then represented you in the conduct of the business of that firm?

A. 12 Mr. Daughtry, my husband.

Q. 13 Did you consider ^{Mr. Daughtry} your husband, your agent for the transaction of the business of that firm so far as your interests were involved?

A. 13 Yes.

Q. 14 Did you ever consult or have any conversation with your husband with reference to the conduct of the business of that firm or of its financial standing?

A. 14 Yes.

Q. 15 Was such consultation or conversation had during the months of November, October or immediately previous

3
therein in the year 1891?

A. 15 I do not think we did. Mr. Daughtry was away sometime, I don't remember.

2. 16 Did you know of the deed of assignment that was made by the firm of Daughtry and Hines on November 10th, 1891?

A. 16 Yes.

2. 17 Did you at that time have any knowledge of the financial condition of that firm?

A. 17 I did not.

2. 18 Did you not then know that said firm was embarrassed and unable to pay its debts?

A. 18 I didn't know previous to that.

2. 19 Did you not know as early as October 1891 that said firm was embarrassed and that an assignment was inevitable?

A. 19. I did not.

Q. 20 You have stated that your husband was your agent to represent your interest in said firm, was he also your agent for the transaction of any other business you may have had.

A. 20. He was.

Q. 21 Was your husband employed or engaged in any other business than that of representing your interest as your agent during the existence of the firm of Daugherty and Hines?

A. 21. Yes.

Q. 22 What other business was that in which he was engaged?

A. 22. He was engaged in several things at that that time, Timber and the business and Insurance &c.

Q. 23. You have stated that you had no knowledge of the financial condition of the firm of Daugherty and Hines previous to their deed of assignment

November 10th. 1891, Did you not know that suits had been instituted and warrants for claims against said firm had been issued previous thereto?

A. 23 I did not.

Q. 24 Were you not served with summonses in one or more suits or with warrants previous to that time?

A. 24 No.

Q. 25 What did your property consist of on the 10th day of October 1891?

A. 25 Real Estate, I suppose.

Q. 26 How many pieces of real estate did you own on that date and where were the same located?

A. 26 ~~Here, Interest~~ The House in which I reside, an interest in shore property and the down town property.

Q. 27 Is that all the real estate you owned on the 10th day of October 1891?

A. 27 Yes.

Q. 28 Was all the property that you owned in October and November of 1891 embraced and included in the deeds to your sister Eugenia A. Blacknall and the Deed of Assignment by Daugherty and Hines to C. W. Wright Trust?

A. 28. Yes.

Q. 29 When and to whom did you sell your real estate?

A. 29 In October to Mrs. Eugenia Blacknall.

Q. 30 By whom were the negotiations of sale made?

A. 30 By Mr. Daugherty, for me.

Q. 31 Where were you at the time the deeds were executed?

A. 31 At home in Suffolk.

Q. 32 Where was Mrs. Blacknall at the time the deeds were executed?

A. 32 In Atlanta.

Q. 33. Where was your husband at the time
these deeds were executed?

A. 33. In Atlanta

Q. 34. When did he go to Atlanta?

A. 34. About October 1st.

Q. 35. When did he return home from Atlanta?

A. 35. On the 18th. I think

Q. 36. I understand by your two last answers
that your husband left Suffolk for
Atlanta on October 1st of 1891 and returned
to Suffolk on October 18th. 1891. Am I correct
and was he so far as you have any
knowledge on the subject in Atlanta
during that time

A. 36. Yes. *

Q. 37. Why did your husband leave Suffolk for
Atlanta on the 1st of October 1891?

A. 37. He thought he might succeed in finding
business there.

Q. 38 Did you have any communication with your sister prior to October 18th. 1891, in reference to the sale of your property in Suffolk?

A. 38 Oh yes.

Q. 39 Was that communication by letter or otherwise?

A. 39 By letter.

Q. 40 Have you now such letter or letters and can you produce the same?

A. 40 No indeed, I never keep my letters.

Q. 41 Was that communication in reference to the purchase of a part of your sister's property?

A. 41 This place she spoke of first.

Q. 42 How long was it before your husband went to Atlanta that your sister desired to purchase this place?

A. 42 I don't know for a long time she had been talking about it.

Q. 43 Were the deeds which you executed to your sister drawn before or after your husband's trip to Atlanta in October 1891?

A. 43 While he was there.

Q. 44 Did he sign the deeds in Atlanta or in Suffolk?

A. 44 In Atlanta.

Q. 45 Are you positive that all three of the deeds which were executed by you and your husband to your sister were signed by him in Atlanta?

A. 45 Yes, I think so.

Q. 46 Were the deeds drawn in Suffolk or Atlanta?

A. 46 In Suffolk.

Q. 47 By whom were they drawn and by whose direction?

A. 47 By John B. Primer and by my direction.

Q. 48 After the said deeds were drawn what did you do with them?

- A. 48 I signed them and sent them to Mr. Daughtry.
- Q. 49 Did Mr. Daughtry sign them and send them to you or bring them with him?
- A. 49 He brought them when he came.
- Q. 50 What was the purchase price of the property which you sold to your sister.
- A. 50 Taken as a whole she paid \$3800. for it.
- Q. 51 How was the \$3800. paid.
- A. 51 By note and Cash.
- Q. 52 How much Cash and how much by note
- A. 52 I think she gave her note for \$3675.- and \$125.- in Cash which Mr. Daughtry had on hand for her.
- Q. 53 I do not exactly catch your meaning by stating by Cash \$125.- which Mr. Daughtry had on hand for her, will you please explain the same
- A. 53 The \$125.- was for timber which he sold off some woodland she had.

7.
Q. 54 Then I understand from your last answer that the \$125. mentioned by you was a claim which she had against your husband and not against yourself, Am I correct?

A. 54 It was a claim against us or, it was money he had in hand for her from the sale of timber from this land.

Q. 55 You have stated that a part of the purchase price was paid by note, please produce the note for inspection?

A. 55 I gave the note to Mr. Daugherty as my agent

Q. 56 As your agent I request that you call on ~~Mr. D.~~ him for said note so that the same may be presented for inspection

Counsel for Defendant wishes to know what is meant by calling on Mr. Daugherty for the note and how is it to be done, how his answer in reply to be called ^{to be} are regarded as evidence in this case

In reply to said inquiring Counsel for Plaintiffs desires to state that by the Answer of this Witness and by the Answer of Mrs. Blackwell

if fully appears that said note was ex-
ecuted for a deferred payment of the purchase
price of the property of this witness and it
also appears by the deposition of Mr. Blackwell
that this note was made payable to Beatrice J.
Daughtry the present witness the note therefore
is her property and the fact that ^{it is in} the possession
and the keeping of her agent who is subject to
her authority and control does not prevent her
from calling upon him for said note, he
being now present, no statement or answer
whatever is called for from said agent and
in returning to the owner said note would in
no way make him a witness in these
proceedings.

A. 56. It is usual for me to call on him as I
gave it to him to do with as he pleased.
I called on him and he answers that he
has disposed of the note and has not it.

Q. 57 To whom was said note made payable?

A. 57 To me.

Q. 58 When was the same dated and when payable?

A. 58 I think it was dated October 17th 1891 and payable
in five years time.

- Q. 59 With or Without interest?
- A. 59 Without interest.
- Q. 60 By whom was said note signed?
- A. 60 Mrs. Eugenia A. Blacknull.
- Q. 61 When was the first time you ever saw said note?
- A. 61 When he brought it from Atlanta with him.
- Q. 62 Was ~~said~~ the payment of said note secured in any way?
- A. 62 No.
- Q. 63 Did you first suggest to sell this property to your sister or did she first offer to buy the same?
- A. 63 She was speaking of buying other property in the place and I proposed this to her.
- Q. 64 Why were you anxious or willing to sell this place?
- A. 64 Mr. Daugherty thought perhaps that he might be able to do better elsewhere.

- Q. 65 Do you pay any rent for the house you now occupy?
- A. 65 Yes.
- Q. 66 When and to whom have you paid rent
- A. 66 Mr. Daughtry attends to that.
- Q. 67 I understand that from your answer that you have never paid any rent for these premises, Am I correct?
- A. 67 Mr. Daughtry has paid ^{or allowed} I suppose \$25. a month for it. I remember afterwards that it goes towards paying the notes.
- Q. 68 Was there any agreement made between you and Mrs. Blackwell through your Agent Mr. Daughtry that the property should be reconveyed to you at some future time?
- A. 68 No. I think not. - I know there was not.
- Q. 69 I see by one of the deeds dated October 10th 1891 that \$700. was the consideration therein mentioned and by another deed of the same date \$500. was the consideration mentioned and by the deed of October 16th 1891, \$5500 was the consideration less

\$2300. secured by lien on said property
how and by what means did your
agent arrive at the conclusion that
\$3800. was the amount due from your
sister to yourself

A. 69 I did not go into details. I know there was an
error in one of the checks.

Q. 70 Do you know the difference between a bond
and a note

A. 70 I do not.

Q. 71 A bond concludes with my hand and
seal and has a scroll such as the deed
here shown you at the termination of the
persons name a note does not conclude
with my hand and seal and has no
such scroll can you now state from this
information whether the paper presented by
your sister for \$3675. was a bond or note.

A. 71 It was a note.

Q. 72 Was that note payable at any particular place,
if so please state at what place

A. 72 I do not remember.

Q. 73

You have stated that the said note was left in the hands of your husband and again, did you make him a present of said note or did you merely leave it in his hands for safe keeping and collection.

A. 73

I gave it to him as my husband to do with whatever he saw best.

Q. 74

Did you write your name across the back of said note when you gave it to him?

A. 74

Yes.

Q. 75

Have you any knowledge now as to where said note is?

A. 75

No, I have not.

Q. 76

Who is in possession of the property which you sold your sister at the present time?

A. 77

J. Smith and Company occupy the store property. We occupy this house, and the other property is rented out to several tenants.

Q. 78

Can you state who collects the rents from Smith & Co. and the other tenants?

A. 78 Hoses collect the rents from down town, I do not know who collects the other.

Q. 79 For whom does he collect the rent?

A. 79 He collects for Mr. Blackwell I suppose

Witness Cross examined by J. Crocker

Q. 1 Mrs. Daughton you have stated that the three deeds executed by you to Mr. Blackwell were drawn up by Mr. J. B. Prime two dated on the 10th day of October 1891 and the other dated on the 16th day of October 1891, did I understand you that you signed those deeds before Mr. Prime and that you sent them on to Atlanta which your husband was then

A. 1 Yes.

Q. 2 Two of these deeds have the Certificate of Mr. Prime Notary Public dated October 10th. 1891 and the other certificate is dated first day of November 1891 and the Certificate has your acknowledgment and Mr. Daughton, also it therefore appears that the acknowledgment of Mr. Daughton was not taken in Atlanta

but in Suffolk do you remember how this was?

A. 2 That must have been the one in which there was an error I do not know how it was done

2. 3. May it not have been that you acknowledged the deeds before Mr. Piimer and that he did not certify them at that time but certified them after Mr. Daughtry came back from Atlanta and acknowledged them before him.

A. 3 Yes, it might have been

2. 4 You mean to say that you do not now recollect about the certificates of acknowledgments when they were made out by Mr. Piimer?

A. 4 Yes.

2. 5 Are you positive that you sent the deeds out to Mr. Daughtry when he was in Atlanta?

A. 5 Yes.

2. 6 Was the consideration expressed in the several deeds to be credited with amounts of the several liens on the property then secured by deed of trust?

A. 6 Yes I think it was.

Z. 7 And that it was ascertained that after deducting their hire from the price there was due \$3800.

A. 7 Yes.

Z. 8 And deducting the \$125. from the \$3800. left a balance due of \$3675 for which Mrs. Blacknace note was given

A. 8 Yes.

Z. 9 I read to you ~~your~~ answer in this cause (and it was read to her) please state how far the several allegations of the said answer are true ~~and~~ or untrue

A. 9 They are all true.

Z. 10 In executing said deed and making said sale of your property did you intend or not to hinder, delay and defraud the Plaintiffs and other creditors of Daugherty and Hines of what was due them.

A. 10 I did not.

Re-examination

Q. 1.

Please state how long the sum of \$125.
was due by your husband to Mrs.
Blacknall?

A. 1

I don't know when.

Q. 2

Have you read the deposition of
Mrs. Blacknall taken in this cause

A. 2

^(No)
I know I have never seen it.

And further this deponent saith
not.

Deatrice J. Langhovey

And the further taking of these deposi-
tions is continued to October 2, 1893.

C. H. Causey Jr.
Notary Public

1893, Oct. 2. Pursuant to adjournment
depositions are this day resumed.

Present: J. W. Stapper and E. E. Holland Counsel
for Complainants.

J. F. Crocker and W. J. Milby Counsel
for Defendants.

Wallace A. Lassiter, another witness,
being first duly sworn deposes and says:

2.1

~~Please state if you know the person~~
Please state your name age residence
and occupation?

A

Wallace A. Lassiter, Age 31 years,
Suffolk, Va. Out of Business now.

2.2

Do you know the persons who constituted
the late firm of Daugherty & Hines?
if so ~~you~~ state who those persons are?

A.

Mrs Daugherty and W. Hines

2.3

Did you ever have any business
transactions with the said firm,
if so state what that business
was.

Question objected to on the grounds that
it calls for impertinent matter

A

I have sold railroad ties to W. L. Daugherty
and he paid me with drafts endorsed
or accepted by Daugherty & Hines.

Answer objected to on similar grounds.

Q 4

Do I understand by your answer to the last question that W.L. Daughtry as well as the firm of Daughtry & Hines was indebted to you?

The question is objected as suggestion and leading.

A

Yes he was indebted to me as well as Daughtry & Hines.

2.5-

Can you now state the amount of the indebtedness of W.L. Daughtry and that of Daughtry & Hines?

Question is objected to on the ground that it does not appear ~~that the~~ from the bill that the witness is a Complainant and further that we are not engaged in this with upon the issues made inquiring into the indebtedness of W.L. Daughtry and that the question calls for impertinent matters.

A

I do not know exactly but the whole amount is between 6 & 7 hundred Dollars.

~~Q. 6~~ ~~About~~ Answer objected to for like reasons.

Q. 6. About what proportion of that amount was due from Deaghtory Hines?

A I think between 350 + 400 Dollars.

Q. 7 Was suit ever instituted by you for the recovery of said claims?

A They Confessed judgment without suit.

Q. 8 Was that Confession of judgment made in the Clerk's Office or before the Court of this County?

A It was made before the Clerk of the Court.

Question objected to and ^{also} calls for the best proof of the facts stated.

Q. 9 ~~How~~ About what time was this judgment Confessed?

A I don't remember the date.

L. 10

Was more than one judgment confessed at that time?

A

Two one for Daughtry & Hines and the other for W.L. Daughtry.

L. 11

Since the Confession of those judgments have you had any conversation with W.L. Daughtry or with either of the parties constituting the late firm of Daughtry & Hines in reference to those claims upon which judgment had been confessed.

Question Objected to on the ground that it calls for hearsay testimony and calls for declaration of parties which are inadmissible to effect the interest of the defendant Mrs. Blackwell and that the testimony it calls for is irrelevant.

A

I have with W.L. Daughtry but not with the others.

L. 12

Did the conversation which you had with W.L. Daughtry relate to both of your claims to wit: the one against him and the one against Daughtry & Hines?

Question objected to on the grounds last stated above.

A. Yes.

2. 13 Please state what that conversation was.

Question objected to on the grounds above last stated.

A. I ^{have} had several conversations with him.

2. 14 Please state the substance of those several conversations.

Same objection made to this question.

A. I was trying to find out when he could pay the notes that I had taken up for him.

Answer objected to for like reasons.

2. 15 I understand from your answer to the last question that you saw A.L. Daugherty in reference to the collection of your two claims what did he say to you in reference to their payment if anything?

Same objection as above and the to all other

Answer to question objected to I ask
that the same objection thereto be taken
without repetition.

A.

As I before stated I have had several
conversations with him in which he promised
to pay and in one of those conversations he
promised to pay me in real estate if he
won this suit.

Answer objected to for reasons stated
above.

Q. 15

Did he tell you that this suit was
pending against him?

Objected to on the grounds above stated
and on the further grounds that it is
leading.

A

He told me there was a suit of
W.B. Ferguson & others pending against him.

Q. 16

Did he tell you that if he won that suit
he would pay you in real estate?

Question objected to for reason stated above.

A. He told me if he could not pay me before he would pay me in real estate if he won that suit.

2. 17 Did he tell you or intimate to you in either of your conversations with what real estate he would pay you?

Question Objected on the grounds above stated

A. The real estate on the point then is no other.

2. 18 I read to you a description of land mentioned in Exhibit No. 2. filed with the bill in this cause it being a deed from Beatrice J. Daugherty and W. L. Daugherty her husband to Eugenia A. Blackwell bearing date Oct. 10. 1891. Please state if that description includes the real estate that W. L. Daugherty promised to pay you with in the event that he won this suit?

Question Objected to as above

A. I understood it in that way. And further this deponent saith not.
Wallace & Lassiter

J. Waller Hosier, another witness, being first duly sworn deposes and says, as follows:

Q. 1 Please state your Name, Age, residence + occupation

A J. Waller Hosier, 30 years old, Suffolk Va Real Estate Broker and Rental Agent.

Q. 2 As Rental Agent in the Town of Suffolk have you ever had in your hands for rental the property of W.L. Daughtry or of his wife B.J. Daughtry.

A I have not.

Q. 3 Have you ever had in your hands ^{placed in your hands by} for rental any property ~~for~~ W.L. Daughtry

A I have not.

~~Q. 4~~ I want to state I bought out the good will of a real estate man here he had on his list for rent property he said was Mrs. Blackmalk and that W.L. Daughtry was agent for Mrs. Blackmalk and when I collected rent I could turn the same over to Mr. or Mrs. Daughtry.

As much of the foregoing answer as is ~~stated~~ given as a statement is objected to ~~on the ground~~ by Counsel for Defendant on the ground that it is hearsay.

2. 4 You did have as rental Agent certain property in the town of Suffolk in your hands and the rents collected from the same were paid over by you to W.L. Daughtry or to his wife why did you make such payments to his wife?

A Through instructions from the rental agent I bought out.

2. 5 Did those instructions require you to pay the rent to Mrs Daughtry?

A It did.

2. 6 Did you ever make payments to W.L. Daughtry?

A I have

2. 7 Why were payments made to W.L. Daughtry when your instructions were to pay to Mrs Daughtry?

A Because he called for it

Q 8 Have you not already stated that you were informed that W.L. Daughtry was the agent for the property and that you were directed to pay the rent over to Mr. W.L. Daughtry or Mrs. Daughtry?

A I have.

Q 9 Why was it then that you paid the rent to Mrs. Daughtry except when it was called for by Mr. Daughtry?

A Because Mr. Daughtry was away.

Q 10 I understand then from your answer that the rents were paid to Mr. Daughtry except when he was away then they would be paid to Mrs. Daughtry, Am I correct?

A Yes.

Q 11 Of your own knowledge did you know who the property for which you paid the rents to W.L. Daughtry was owned by?

A I did not

Q. 12

Did you ever have any communication, verbal or otherwise, with Mrs. Blackwell in reference to this property or the rents?

A

I did not.

And further this deponent saith not.

J. Waller Lacey

State of Virginia, }
Nassau County } Forth:-

I, C. H. Lacey, a Notary Public for the

Georgia, Fulton County.

I, Mary Catherine Blacknall, wife of Thomas H. Blacknall, being of sound and disposing mind and memory, do make, publish and declare this to be my last will and testament.

1.--I, give and bequeath to my husband Thomas H. Blacknall all my estate, both real and personal, for and during his natural life.

2.--After the death of my husband I wish my real estate, and such of my personal estate, as may remain unconsumed in the using, to be kept together for the use of such of my daughters as remain unmarried, and such of my sons as are under the age of twenty one years, and are unmarried, so as to afford a home and support for them in common.

3.--Whenever, after the death of my husband, all my sons who survive have obtained the age of twenty one years, and all my daughters who survive have married. I wish the whole of my estate to be sold and the proceeds equally divided between my children then living, and the issue of any deceased child or children per stirpe.

4.--I authorize my said husband whenever he may think it to the interests of all parties concerned, to sell any of the real estate, at public or private sale, and re-invest the proceeds upon the same uses in real estate.

5.--I authorize my said Husband to renew any lien upon the real estate or to create a lien upon the real estate, whenever he thinks it for the benefit of the estate or the beneficiaries.

6.--I appoint my husband Thomas H. Blacknall executor of this my

last will and testament. This day of March 1884.

Mary Catherine Blacknall

Signed, sealed, declared and published by Mary Catherine Blacknall,
as her last will and testament, in the presence of us the under-
signed, who subscribed our names hereto in the presence of said
testatrix, at her special instance and request, and in the presence
of each other.

G. A. Howell

Burgess Smith,

J. Henley Smith.



STATE OF GEORGIA,
FULTON COUNTY.

ORDINARY'S OFFICE.

SS.

I, **P. H. Calhoun** Clerk of the Court of Ordinary of said County,
do hereby certify that I have compared the foregoing copy of **The last will and testa-**
ment of Mary Catherine Blacknall, Deceased,

with the original record thereof, now remaining in this office, and the same is a correct transcript
therefrom, and of the whole of such original record, and that said Court is a Court of Record.

In Testimony Whereof, I have hercunto set my hand and affixed the seal of the Court

this the **7th**, day of **July** 189 **3**

P. H. Calhoun C. C. O.



OF GEORGIA,
FULTON COUNTY.

ORDINARY'S OFFICE.

SS.

I,—**W. L. CALHOUN**,—Ordinary of said County, and presiding Magistrate
of the Court of Ordinary thereof, do hereby certify that the above attestation, subscribed by
P. H. Calhoun as Clerk of said Court, is sufficient and in due form
of law, and that his signature thereto is genuine.

Witness my hand and official signature, this **7th** day of **July** 189 **3**

W. L. Calhoun Ordinary.

Court of Ordinary,
Fulton County,
STATE OF GEORGIA.

IN RE.

The Last Will and Testament
of Mary Catherine Blacknall,
Deceased,

EXEMPLIFICATION.

W.L. Calhoun

Ordinary.

State of Georgia,
Fulton County.



THIS INDENTURE, made this 24 day of April in the year of our Lord One Thousand Eight Hundred and ~~Nine~~ ^{Eighty three} between Augustus D Adair of the County of Fulton and State of ~~Georgia~~ of the first part, and

of the County of Fulton Mrs Mary C. Blackwell and State of ~~Georgia~~ of the second part,

Witnesseth: That the said Augustus D Adair

for and in consideration of the sum of

Six hundred and Eighty five

Dollars, in hand paid

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha ✓ granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said

Mrs Mary C. Blackwell. her

heirs and assigns, all that tract or parcel of land situated, lying and being in the town of North End & being part of land lot - The North East quarter of lot No (36) thirty Six of the Subdivision of land lot No (108) one hundred & eight in the fourteenth district of originally Henry now Fulton County. Commencing at the intersection or corner of Lee & Dalters Streets on the South side of Dalters Street & running thence along the East side of Lee Street in a Southerly direction one hundred & ninety feet & six inches (190 1/2) to the property of A. P. Stewart, thence in an Easterly direction along the line of said A. P. Stewart's lot, seventy nine feet & two inches (79 1/2) to the corner of Mrs Ellen Hammonds lot, thence in a North-erly direction along the line of said Mrs Hammonds lot, one hundred & ninety feet and six inches (190 1/2) to Dalters Street, thence along the South side of Dalters Street seventy four feet & five & half inches (74 1/2) to the beginning corner of Lee & Dalters =

TO HAVE AND TO HOLD The said bargained lot or property with all and singular the rights, members and appurtenances thereof, to the same being and belonging, or in anywise appertaining, to the only proper use, benefit and behoof of her.

the said Mrs Mary C. Blackwell. her heirs, executors, administrators and assigns in FEE SIMPLE.

And the said Augustus D Adair, his heirs, executors and administrators, the said bargained lot or property

unto the said Mrs Mary C. Blackwell heirs, executors, administrators and assigns, against the said Augustus D Adair

heirs, executors, administrators, and all and every other person,

or persons whatever, shall and will warrant and forever defend, by virtue of these presents.

In Witness Whereof, The said Augustus D Adair

ha ✓ hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

W. H. Dickson
A. R. Fowler A. P. Fulton & Co

Augustus D Adair

[SEAL.]

[SEAL.]

[SEAL.]

Recorded April 25th

1883

C. H. Strong

C. S. C.

Copy -

WARRANTY DEED.

—FROM—

Augustus D Adair

—TO—

Mrs Mary C Blackwell

Georgia, *Fulton* County.

Clerk's Office, Superior Court.

Filed for Record at o'clock, ... M.

1883

Recorded in Book *PP* Folio *486*

April 25 1883

C. H. Strong Clerk.

B. F. Bennett, Printer. Atlanta.

Georgia
Fulton County
I, G. H. Tanner, Clerk of said Superior Court of said County: Do hereby certify that the foregoing is a correct copy of a deed from Augustus D Adair to Mrs Mary C Blackwell recorded in Book "PP" page 486, as appears of record in this Office.

Witness my official signature and Seal of Office This July 31 1893

G. H. Tanner

Clerk Superior Court Fulton Co Ga

THE FARMERS BANK

OF NANSEMOND,

SUFFOLK, VA.

In Account with

YOUNG & BELDEN, BANK STATIONERS, BALTIMORE

THE FARMERS BANK OF NANSEMOND

SUFFOLK, VA.

Dr.

In account with

1898

Apr 19 Drft

20

"

20

"

23

"

9177

8672

126221

17855

161925

E. E. Halland & W. J. Kilby

Spie Commos

Cr.

1898

Apr. 20 check

28 73

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30

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6 25

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15

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46 01

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105 87

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11 50

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96 82

"

57 72

23

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15

15 1540

1898
 Apr. 23 brot. on 16 19 25
 May 10 Dupr 31
 43.08

16 62 64

1898
 Apr. 23 brot. on 15 15 40
 30 cheek 3.50
 " 3.50
 May 2 " 92 57
 10 47 67

16 62 64

**Blank Pages
Not
Scanned**



Ferguson vs Daughkey

Costs

AP Homer Clerk ✓ 28.73

AT Baker Shff ✓ 2.50

Writ Day Pd. 1.50

Attorney ✓ 15.00

Suffolk Herald (Pd. 19 Aug. 1893) 8.00

Commissioner ✓ 30.00

RRmut Co Clerk 91.98 ✓ 6.25

Court Appeals 201.60

\$ 293.58

Costs

November 16th, 2nd Monday, Rule
 December 7th, 1st Monday, Rule
 " 21st- 3rd Monday, Rule
 January 1892 1st Monday 4th day, Rule
 " " 3rd " 18th " "
 February " 1st- " 1st " "
 " " 3rd " 15th " "
 March 1892 1st- " 7th " "
 " " 3rd " 21st- " "
 April " 1st- " 4th " "

1 From Return,

2 Bill-

3 Exhibits nos. 2, 3, 4

VIRGINIA.—IN THE CIRCUIT
Court of the county of Nansemond,
on the 19th day of November, 1891:

W. B. Ferguson, W. W. Cockey and E. A.
Norfleet, merchants and partners trad-
ing, as W. B. Ferguson & Co.; W. A. Al-
len, R. P. Voight, and C. E. Holland
trading as C. E. Holland & Co.,
Plaintiffs,

AGAINST

Beatrice J. Daughtrey and W. L. Daugh-
trey, her husband; Eugenia A. Blacknall
and Thomas H. Blacknall, her husband;
John T. Nurney and E. E. Holland, trus-
tees; The Old Dominion Building and
Loan Association, of Richmond, Va.;
Maggie E. Riddick, Bettie S. Riddick,
H. A. Morgan, Jesse D. Daughtrey, Mar-
garet P. Pinner and John F. Pinner,
Defendants.

IN CHANCERY.

The object of this suit is to have set aside
as illegal, null and void, three certain deeds
of bargain and sale executed by Beatrice J.
Daughtrey and W. L. Daughtrey, her hus-
band, to Eugenia A. Blacknall, two of
which said deeds are dated October 10,
1891, and the other October 16, 1891, re-
spectively, and recorded in the Clerk's
office of Nansemond County Court, in D. B.
No. 25, pages 199, 200 and 201, and to have
the real estate therein attempted to be
conveyed declared subject to the plaintiffs'
claims and liens and to subject the same to
the payment thereof.

And affidavit having been made and filed
that the said Eugenia A. Blacknall and
Thomas H. Blacknall, her husband, are
non-residents of the State of Virginia, the
said Eugenia A. Blacknall and Thomas H.
Blacknall, her husband, are required to
appear in the Clerk's office of this court
within fifteen days after due publication
hereof and do what may be necessary to
protect their interests.

A copy—Teste:

A. P. GOMER, Clerk.

EDWARDS & HAPPER and E. E. HOL-
LAND, p. q.

no20-4t

Office of The Herald.

Suffolk, Va., ... 18

I hereby certify that the order of which the annexed is a copy has been published in THE SUFFOLK HERALD in the manner prescribed by law==once a week for four successive weeks.

W. F. Dorkin

Editor Herald.

Charges \$ 8.00

VIRGINIA.—IN THE CIRCUIT
Court of the county of Nansemond,
on the 19th day of November, 1891:

W. B. Ferguson, W. W. Cockey and E. A.
Norfleet, merchants and partners trad-
ing as W. B. Ferguson & Co.; W. A. Al-
len, R. P. Voight, and C. E. Holland
trading as C. E. Holland & Co.,
Plaintiffs,
AGAINST

Beatrice J. Daughtrey and W. L. Daugh-
trey, her husband; Eugenia A. Blacknall
and Thomas H. Blacknall, her husband;
John T. Nurney and E. E. Holland, trus-
tees; The Old Dominion Building and
Loan Association, of Richmond, Va.;
Maggie E. Riddick, Bettie S. Riddick,
H. A. Morgan, Jesse D. Daughtrey, Mar-
garet P. Pinner and John F. Pinner,
Defendants.

IN CHANCERY.

The object of this suit is to have set aside
as illegal, null and void, three certain deeds
of bargain and sale executed by Beatrice J.
Daughtrey and W. L. Daughtrey, her hus-
band, to Eugenia A. Blacknall, two of
which said deeds are dated October 10,
1891, and the other October 16, 1891, re-
spectively, and recorded in the Clerk's
office of Nansemond County Court, in D. B.
No. 25, pages 199, 200 and 201, and to have
the real estate therein attempted to be
conveyed declared subject to the plaintiffs'
claims and liens and to subject the same to
the payment thereof.

And affidavit having been made and filed
that the said Eugenia A. Blacknall and
Thomas H. Blacknall, her husband, are
non-residents of the State of Virginia, the
said Eugenia A. Blacknall and Thomas H.
Blacknall, her husband, are required to
appear in the Clerk's office of this court
within fifteen days after due publication
hereof and do what may be necessary to
protect their interests.

A copy—Teste:

A. P. GOMER, Clerk.

EDWARDS & HAPPER and E. E. HOL-
LAND, p. q.

no20-4t

I A P Gomer Clerk of the Circuit Court of Nansemond County do hereby certify that the above or within order of publication was posted at the front door of the Court house of Nansemond County on the 14th day of December 1891 the same day being the first day of Nansemond County Court for the December Term, 1891.

A. P. Gomer Clerk.

Affidavit of Non -residence-

Virginia, Nansemond County, towit:

This day personally appeared before me E.E.Holland, a notary public in and for said County in said State, in my County aforesaid, W.W.Cockey, and made oath that Eugenia A.Blacknall and Thomas H. Blacknall against whom a suit has been instituted together with others in the Circuit Court of Nansemond County by W.B.Ferguson, W.W.Cockey and E.A.Norfleet, merchants and partners trading as W.B.Ferguson and Co, W.A.^uAlle, R.P.Voight and C.E.Holland, trading as C. E.Holland and Co, are non-residents of the Commonwealth of Virginia.

Given under my hand this the 18th day of November, 1891

E.E. Holland
N.P.

Filed Nov 19th 1871

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Beatrice J. Daughtrey, and*
W. L. Daughtrey, her husband, Eugenia
A. Blackwall, and Thomas A. Blackwall,
her husband, E. E. Halland and Mrs.
J. Murney, trustees, The Old Dominion
Building and Loan Association, of
Richmond, Virginia, Maggie E. Riddick,
Bettie S. Riddick, H. A. Morgan, Jesse
D. Daughtrey, trustee, John P. Pinner
and Margaret P. Pinner

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 *Third* Monday in *November 1891* ^(16th day) to answer

a Bill in Chancery, exhibited against
them in the said Court by *W. B. Fergusson*
W. W. Cockey, and E. A. Norfleet, Merchants
and partners trading as W. B. Fergusson
and Co., W. A. Allen, C. E. Halland, trading
as C. E. Halland & Co, and R. P. Wright.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *13th* day of
November 1891, in the *116th* year of the Commonwealth.

Teste:

A Copy
 Teste: *A. P. Gomer* Clerk.

A copy for
Thomas A Blackmall

1891 November 14th
Not found in my
County

A. B. Baker
Sheriff

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Beatrice J. Daughtrey, and
W. L. Daughtrey, her husband, Eugenia A.
Blacknall, and Thomas H. Blacknall, her
husband, E. E. Holland and Mrs. T. Murney,
trustees, The Old Dominion Building and
Loan Association, of Richmond, Virginia,
Maggie E. Riddick, Bettie S. Riddick, A.
A. Morgan Jesse D. Daughtrey, trustee, John
F. Pinner and Margaret P. Pinner*

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 *Third* Monday in *November 1891* ^(16th day) to answer

a Bill in Chancery, exhibited against

them in the said Court by *W. B. Fergusson,
W. W. Cockey, and E. A. Norfleet, Merchants and
partners trading as W. B. Fergusson and
Co, W. A. Allen, E. E. Holland trading as
E. E. Holland & Co, and R. P. Voight*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *13th* day of
November 1891, in the 11th year of the Commonwealth.

Teste:

A Copy
Teste:

A. P. Gomer
A. P. Gomer Clerk

Clerk.

A Copy for
Eugenia A. Blackmall

1891 November 14th
Not found in my
County.

W. B. Baker
Sheriff

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Beatrice J. Daughtry, and
W. L. Daughtry, her husband, Eugenia
A. Blackwall, and Thomas A. Blackwall,
her husband E. E. Holland and Mrs. S.
Nurney Trustees, The Old Dominion
Building and Loan Association, of
Richmond, Virginia Maggie E. Riddick
Bettie S. Riddick H. A. Morgan Jesse
D. Daughtry, trustee, John F. Pinner
and Margaret O. Pinner*

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 *Third* Monday in *November 1891* ^(16th day) to answer

a Bill in Chancery, exhibited against

Them in the said Court by *W. B. Fergusson
W. W. Cockey and E. A. Norflut Merchants
and partners trading as W. B. Fergusson
and Co. W. A. Allen, C. E. Holland trading
as C. E. Holland & Co. and R. O. Wright*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *13th* day of
November 1891, in the 11th year of the Commonwealth.

Teste:

*A copy
Teste:*

A. P. Gomer Clerk

A. P. Gomer

Clerk.

A copy for
The Old Dominion
Building and Loan
Association of Rich-
mond Virginia

1891 November 14th
Not found in my
County.

A. H. Baker
Sheriff

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Beatrice J. Daughtry, and
W. L. Daughtry, her husband, Eugenia
A. Blackhall, and Thomas N. Blackhall,
her husband, E. E. Holland and Mrs. T.
Murray, trustees, The Old Dominion
Building and Loan Association, of
Richmond, Virginia, Maggie E. Riddick
Bettie S. Riddick H. J. Morgan
Jesse D. Daughtry, trustee John A. Pinner
and Margaret P. Pinner*

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 *Third* Monday in *November 1891* ^(16th day) to answer

a Bill in Chancery, exhibited against

them in the said Court by *W. B. Ferguson
W. W. Cockey and E. A. Vorfleet Merchants
and partners trading as W. B. Ferguson
and Co, W. A. Allen E. E. Holland trading
as E. E. Holland & Co, and R. P. Voight*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *13th* day of
November 1891, in the 11 *6th* year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

Executed this the 14th day of November 1891 By delivering
 a true Copy of the within Summons to each of the within named
 persons Beatrice J Daughtrey W L Daughtrey E E Holland and Mrs T
 Nurney Trustees. Maggie E Reddick and Bettie S Reddick H A
 Morgan Jesse S Daughtrey Trustee, John F Pinner and Margaret
 P Pinner. The within named Eugenia A Blacknall and Thomas
 A Blacknall and the Old Dominion Building and Loan Association
 of Richmond Virginia are not found in my County.

A J Baker
 Sheriff

W J Ferguson Hes
 and others

vs J B Hanson

Beatrice J Daughtrey &
 W L Daughtrey others

1891

November Rules.

Filed Monday
 the 16th.

Concud Court
 Richmond

To the Clerk of the Circuit Court of Nansemond County-

W.B.Ferguson, W.W.Cockey, and E.A.Norfleet, merchants and partners
trading as W.B.Ferguson and Co, ^{E.A.Norfleet, trading as E.A.Norfleet & Co} W.A.Allen and R.P.Voight- Co

vs-IN CHANCERY

Beatrice J.Daughtrey, and W.L.Daughtrey, her husband, Eugenia A.
Blacknall, and Thomas H.Blacknall, her husband, E.E.Holland and Jno.
T.Nurney, trustees, The Old Dominion Building and Loan Association,
of Richmond, Virginia, Maggie E.Riddick, Bettie S.Riddick H.A.Mor-
gan, Jesse D.Daughtrey, trustee, John F.Pinner and Margaret P.Pinner

Issue summons in Chancery in the above entitled cause to 2nd Nov-
ember Rules, 1891

Edwards & Happer

E.E.Holland

p.g.

Know All Men by These Presents, That we, *Wilbur J. Kilby*
and L. Blay Kilby

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Thirty five hundred* DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this *20th* day of *November* in the year of our Lord one thousand eight hundred and *ninety seven*, and in the *122nd* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *by a decree of the Circuit Court for the County of Nansemond in the state of Virginia pronounced on the 21st day of October 1897 in the Chancery cause pending in said Court between W.B. Ferguson and Company and others Complainants and Beatrice J. Daugherty and others defendants it was decreed that certain real estate belonging to said Beatrice J. Daugherty and in the papers in said cause mentioned and described, be sold and the said Wilbur J. Kilby was by said decree appointed one of the Special Commissioners to sell the same; Now therefore if the said Wilbur J. Kilby shall faithfully discharge his duties under said decree and all other decrees he may be required to execute in said cause and shall in all ^{other} respects faithfully discharge the duties of his office post or trust as Special Commissioner aforesaid according to law then the above obligation is to be void; otherwise it is to remain in full force and virtue.*

Wilbur J. Kilby

L. Blay Kilby



In the office of the Clerk of the *Circuit* Court of Nansemond County, on the *20th* day of *November* 189*7*.

The above bond was executed and acknowledged by the obligors (the surety justifying on oath as to *his* sufficiency) and recorded.

A Copy Teste: *A. J. Gomer* Clerk

Teste:

A. J. Gomer

CLERK.

Wilbur J. Kilby
To } Spec Commr Bond

The Commonwealth.

1897
Novr Em

Recorded in Circuit
Court Bond Book
No 1 Page 139

A copy

Sequester the said property, doctm

Know All Men by These Presents, That we, *Edward C Holland and William H Jones*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Thirty five hundred* DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this *2nd* day of *November* in the year of our Lord one thousand eight hundred and *ninety seven*, and in the *122nd* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *by a decree of the Circuit Court for the County of Nansemond in the State of Virginia pronounced on the 21st day of October 1897 in the Chancery cause pending in said Court between W B Ferguson and Company and others Complainants and Beatrice J Daugherty and others defendants it was decreed that certain real estate belonging to said Beatrice J Daugherty and in the papers in said cause mentioned and described, be sold and the said Edward C Holland was by said decree appointed one of the Special Commissioners to see the same; Now therefore if the said Edward C Holland shall faithfully discharge his duties under said decree and all other decrees he may be required to execute in said cause, and shall in all respects faithfully discharge the duties of his office post or trust as Special Commissioner aforesaid according to law then the above obligation is to be void; otherwise it is to remain in full force and virtue,*

Edward C Holland
Wm H Jones



In the office of the Clerk of the *Circuit* Court of Nansemond County, on the *2nd* day of *November* 1897.

The above bond was executed and acknowledged by the obligors (the surety) justifying on oath as to *his* sufficiency) and recorded.

A Copy Teste J P Gomez clerk Teste: *J P Gomez*

CLERK.

Edward E. Hallam

To } Speckman, Reed

The Commonwealth.

1897

Noor Dow

Recorded in Bond Book
Circuit Court -
No 1 Page 141

A copy.

Ferguson & Co. No. 141, 142

The Commonwealth of Virginia,

To the

of the

of

Greeting:

WE COMMAND YOU, that from all further proceedings on a decree pronounced by the circuit Court of the county of Nansemond on the 13th day of October 1894, in a suit in which W.B. Ferguson, W.W. Cockey and E.A. Norfleet merchants and partners trading as W.B. Ferguson & Co. W.A. Allen, E.E. Holland trading as E.E. Holland & Co. and R.P. Wright were

Plaintiff, and

Beatrice J. Daughtrey and W.S. Daughtrey her husband, Eugenia A. Blacknull and Thomas H. Blacknull her husband, E.E. Holland and John T. Nurney trustees, The Old Dominion Building and Loan Association of Richmond Virginia, Maggie E. Riddick Bettie S. Riddick, H.A. Morgan, Jesse S. Daughtrey trustee John F. Pinner and Margaret T. Pinner were

Defendant,

you altogether supersede, which decree before the judges of our Supreme Court of Appeals, in the City of Richmond, for cause of error in the same to be corrected, on the petition of the said plaintiffs

we have caused to come. We also command you, that you give notice to the said defendants

that they be before the judges of our said Supreme Court of Appeals, at the city aforesaid, on the first Monday in March next, then and there to have a rehearing of the whole matter in the decree aforesaid contained. And have then there this writ.

Witness GEORGE K. TAYLOR, clerk of our said Supreme Court of Appeals, at Richmond, this 21st day of January 1895, and in the 119th year of the Commonwealth.

MEMO.—The above writ of supersedeas is not to be effectual until the petitioner, or one of them or some one for them, shall enter into bond, with sufficient security, in the clerk's office of the said circuit Court, in the penalty of eight hundred dollars, conditioned as the law directs, and a certificate of the execution thereof, together with the name or names of the security or securities, shall be endorsed hereon by the clerk of the said court.

Teste:

Geo. K. Taylor

Clerk Court.

A Copy.—Teste:

Geo. K. Taylor

Clerk Court.

Know All Men by These Presents, That we, William W
Coockey and Nathaniel G Norfleet

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Eight hundred DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 25th day of January in the year of our Lord one thousand eight hundred and ninety five, and in the 119th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas W B Ferguson W W Coockey and E A Norfleet merchants and partners trading as W B Ferguson & Co W A Allen C E Holland trading as C E Holland & Co and R P Wright upon their petition have obtained from one of the judges of the Supreme Court of Appeals of Virginia an appeal from and writ of Superseas to a decree pronounced by the Circuit Court of the County of Nansmond on the 13th day of October 1894 in a suit in which W B Ferguson W W Coockey and E A Norfleet merchants and partners trading as W B Ferguson & Co W A Allen C E Holland trading as C E Holland & Co and R P Wright were plaintiffs and Realice Daughtry and W L Daughtry per husband Eugenie Blacknell and Thomas Blacknell her husband C E Holland and John F Pinner (husbands. The Old Dominion building and loan association of Richmond Virginia Maggie E Ridaick Rebecca Ridaick St A Morgan Jesse D Daughtry John F Pinner and Margaret Pinner were defendants for causes of error in the same appearing and to be corrected as is said, now if the said W B Ferguson W W Coockey and E A Norfleet merchants and partners trading as W B Ferguson & Co W A Allen C E Holland trading as C E Holland & Co and R P Wright shall well and truly perform and satisfy the said decree in case the same shall be affirmed on the said appeal and writ of Superseas shall be dismissed and also to pay all damages, costs and fees which may be awarded against or incurred by said appellants or petitioners in said Supreme Court of Appeals and all actual damages incurred in consequence of the said appeal and Superseas then the above obligation is to be void or else to remain in full force and virtue.

W W Coockey

N G Norfleet

SEAL

SEAL

SEAL

SEAL

SEAL

In the office of the Clerk of the Circuit Court of Nansmond County, on the

25th day of January 1895

The above bond was executed and acknowledged by the obligors (the surety) justifying on oath as to his sufficiency) and recorded.

Teste:

A P Gomen

CLERK.

W W Cockey
To } Supersedeas Bond
The Commonwealth.

1895
Jan, 25th

Copy

Recorded in Official
Bond Book No 1 Page 92.

Quoting from the decision of the Supreme Court

" The grantee has not paid anything for the property.

The result of our determination of the case is to place the parties in the same situation as if the conveyance had never been made, and to subject the property to the payment of the creditors of the grantor."

The rule of subrogation in equity is purely an equitable principle, disregarding forms and aiming to do exact justice.

At law a surety who pays the debt of his principal, while subrogated to the creditor's right of action for the amount so paid, is not subrogated to the creditor's securities for the debt, and a bond once so paid by the surety in the lifetime of the ~~xxxxxxx~~ principal without assignment by the creditor, or agreement to assign, is forever dead as a security as well in equity as at law.

Subrogation will not be decreed in favor of a volunteer or one who, no obligation resting upon him to do so, has paid the debt of another.

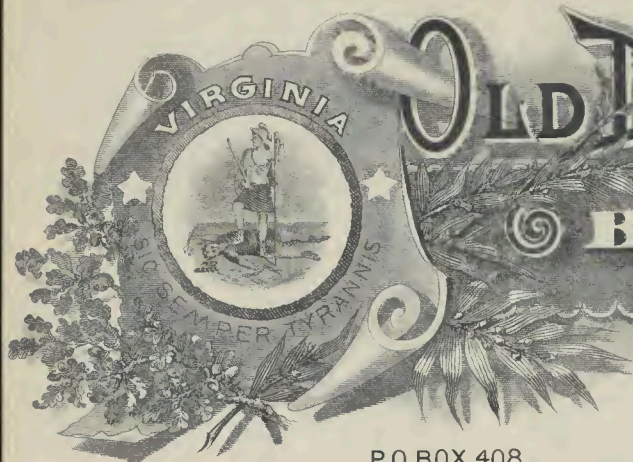
A volunteer in this connection is one who, from the existing state of affairs, can in no event become liable for the debt he pays and whose property is not charged therewith and cannot be sold therefor.

If a person under such circumstances pay, the debt is extinguished, but he is not subrogated to the right of the holder of the encumbrance.

In the light of the decision of the Supreme Court of Appeals in this cause, your commissioner takes the ground that Mrs. Blacknall ~~xxx~~ must be considered either as a surety or a volunteer. In either case subrogation does not lie.

Barton
Saw.
Practic
P. 1072

Amr
Eng
Deci
Ernst
Vol. 1
P. 605



A. HOEN X. CO. RICHMOND, VA.

P.O. BOX 408.

© BUILDING & LOAN

ASSOCIATION.

Richmond, Va. Sept 25th 1897.

W. L. Daughtrey.

In ac^t With Old Dominion Building Loan Assn.

1890

July 10.

To amount of Loan

\$1500.

- Int on same to date

648.75

- Insurance Premiums

47.29

2.196.04

Credit

By 18 monthly payments

459.

Balance due -

\$ 1,737.04

State of Virginia

City of Richmond

This day September 25th 1897 personally appeared before me E. A. Barber Secy & Treas. O. D. B. & L. Association, who made oath that the above account is correct to the best of his knowledge & belief.

Given under my hand this 25th day of September 1897

Hugh S. Brown
Notary Public

Beatrice J. Laughtrey
To

Mutu. Assurance Society of Va.

1897
Jan 1

To Amt. of quotas for
years 1891, 1892, 1893,
1894, 1895, 1896, and
1897 @ \$8.60

60 20

Apr. 1

" Interest on \$51.60 to date

10 85

Total

71 05

" Int. on \$60.20 from
1 April 1897. till
paid

128.

1891---

Nov 2nd.

Mrs Eugenia A Blackwell.

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

Tax and Recording Fee *Deed of B & S all* \$ 6.75 -

from Beatrice J Daugherty her

Clerk.

128

1891---

Nov 2nd,

Mrs Eugenia A Blackwell

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

Tax and Recording Fee Deed of B + Sale \$ 2,25-

from Beatrice J. Doughtyhus

Clerk.

128

Mrs Eugenia A Blauknall

1891--

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

Nov 2nd

Tax and Recording Fee Deed of B & Sale \$ 2, 25-

From Beatrice J. Darghleyhus

Clerk.

Mrs. *Eugenia A. Blackhall* Dr.

1894.

To: *H. E. SMITH*, Treasurer of Nansemond County, Va.

No. <i>20</i>	of Acres <i>4. lots</i>	State Tax,	State	County	Parish	County	District	County	TOTAL	
		30c. on \$100.	School Tax, 10c. on \$100.	Levy, 20c. on \$100.	Levy 5c. on \$100	School Tax, 5c. on \$100.	School Tax, 5c. on \$100.	Road Tax, 10c. on \$100.		
Real Estate, value	\$ <i>3,650.</i>	<i>1095</i>	<i>365</i>	<i>730</i>					<i>2190</i>	
Personal Property, value \$										
Income, &c., value \$										
Poll Taxes										
Total										
5 per cent. additional										
Total									<i>110</i> <i>2300</i>	

Received Payment.

H. E. Smith

, Treasurer.

[Receipt to be given by County or City Treasurer when Delinquent Land Taxes are paid before sale.]

\$ 23,34

Office of the Treasurer of the

County of Hancock,
Dec 8th, 1894.

RECEIVED of

Mr E A Blackman

Twenty three

Dollars and

thirty six

Cents,

in payment of Delinquent Taxes due on _____ acres of land for the year _____, as follows:

State Taxes,	- - - - -	\$ 14.60
County Levies for all purposes,	- - - - -	7.30
Interest,	- - - - -	<u>21.90</u>
Commissions,	- - - - -	1 10
Proportionate expense of advertising,	- - - - -	<u>34</u>
Total,	- - - - -	23,34

H. Smith

Treasurer.

Mr. *Bingenia A. Blackhall* Dr.
1895.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. _____ No. of Acres	State Tax, 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 5c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 10c. on \$100.	TOTAL AMOUNT OF TAXES.
<i>1 lot</i>								
To Real Estate, value \$ <i>3000</i>	<i>900</i>	<i>300</i>	<i>600</i>					<i>18 00</i>
" Personal Property, value \$ _____								
" Income, &c., value \$ _____								
" Poll Taxes _____								
Total _____								<i>90</i>
5 per cent. additional _____								<i>18 90</i>
Total _____								

Received Payment.
June 8th 96

S. T. Ellis, Treasurer.
King S. T. Ellis

No. 51
Mrs. Eugenia A. Blackwell

1894.

To THE TOWN OF SUFFOLK, DR.

To Tax on \$ 3000 Real and Personal Estate, at \$1 per \$100, for General Purposes.... \$ 30 00
" Capitation Tax, at 50c. each, for General Purposes.....
TOTAL FOR GENERAL PURPOSES..... 30.00
" Tax on \$..... Real and Personal Estate, at 8c. per \$100, for the Poor..... 2.40
" " " \$..... Real and Personal Estate, at 12c. per \$100, for Schools..... 3.60
" " " \$..... Real and Personal Estate, at 4c. per \$100, for Roads..... 1.20
TOTAL FOR ALL PURPOSES..... 37.20
" 5 per cent. added after December 1st..... 1.86
\$ 39.06

Received payment 9th day of June, 1896.

John F. Latta, Treasurer.

No.

39

Mr. & Mrs.

Eugenia A. Blacknall

1895.

#45 Main St.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$3000	Real and Personal Estate, at \$1 per \$100, for General Purposes....	\$	30.00
"	Capitation Tax, at 50c. each, for General Purposes.....		
TOTAL FOR GENERAL PURPOSES.....			30.00
"	Tax on \$..... Real and Personal Estate, at 5c. per \$100, for the Poor.....		1.50
"	" " \$..... Real and Personal Estate, at 14c. per \$100, for Schools		4.20
"	" " \$..... Real and Personal Estate, at 3c. per \$100, for Roads.....		.90
TOTAL FOR ALL PURPOSES.....			36.60
"	5 per cent. added after December 1st.....		1.83
			38.43

Received payment.

9th day of

June

1896

John F. Lofid., Treasurer.

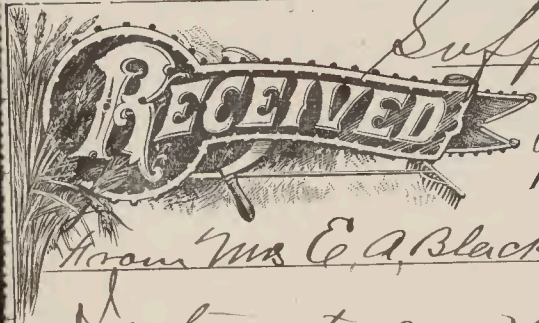
Recd. of W. L. Daugherty & Co. for Eugene
A. Blackwell Twenty-five Dollars, in part
payment of Bond of Three Hundred Dollars,
payable by W. L. Daugherty & Co. to me,
Feb. 25th 1892.

H. A. Morgan.

207. 1)

Received of Mrs. J. A. ...
the sum of ...
for ...
...

Maggie C. Redolick,



Suffolk Va March 13/93

of Mrs W. L. Daugherty

from Mrs E. A. Blackwell Thirty

⁰⁰ DOLLARS

Interest on note due to Feb 25/93

\$ 30⁰⁰

Waggle E Morgan

for A. & V. C.

\$30. Recd of Mr. L. Doughtrey, Aug. 16. for
Mrs E. W. Blackwell, in full for interest
on note for \$2000 - Mrs B. J. Doughtrey -
60 May 28th 1893.

Atty V. Fiddick.

May 28 / 93.

\$30.

Recd. of W. L. Daughtrey ,Agt. for Mrs. E.A. Blacknall

Thirty ⁰⁰/₁₀₀ollars in full for interest on Mortgage note of \$2000
on lot on Main St. Suffolk Va. of Mrs. B. J. Daughtrey- interest
in full to August 24th 1893/.
Suffolk Va. Sept. 2d 1893.

James E. Daughtrey

Received of W. L. Daughtrey, ^{negl} check for Mrs. E. A. Blacknall,
\$30. in full for interest on Bond of Mrs. B. J. Daughtrey on \$2,000.
mortgage loan.

Suffolk, Va. February 25th. / 94.

Maggie E. Morgan,

Received of Mrs. E. A. Blacknall Thirty (\$30.) dollars in full payment of interest on note of Mrs. E. J. Daughtrey for \$2,000.00 to May 25th., 1894. Same evidenced by deed of trust on Main Street property.

Sawfolk Co.
~~Atlanta, Ga.~~, May 23rd. 1894.

Maggie, E. Morgan.

\$30,

Received from
C. W. Blackwell, in
1894, on bond of
Thirty dollars,

Suffolk Co., Nov 10th 1894,
W. L. Houghton, Agent for
full of interest to Aug 25th
B. J. Houghton for \$2000.

Mrs. R. L. Morgan,

£20.

Suffolk Co. June 21st 1895.

Rec'd of Mr. J. H. Daugherty. A/c. for Mrs. E. A.
Blackwell,

Thirty Dollars in full for interest on bond of
Mrs. B. J. Daugherty for \$2000, to May 21st 1895.

Mrs. M. E. Morgan,

STATEMENT OF AMOUNTS PAID ON SUFFOLK PROPERTY PURCHASED FROM
MRS. B. J. DAUGHTREY AND W. L. DAUGHTREY FROM DATE OF PURCHASE TO DATE.
Jan 1st 1897.

1892.

June. Paid TOWN OF SUFFOLK TAXES B. J. DAUGHTREY FOR 1891 & 1892

\$169.60 ✓

June. PAID TOWN OF SUFFOLK TAXES W. L. DAUGHTREY FOR 1891. 21.87 ✓

June. Paid COMMISSIONER REVENUE FOR TRANSFERS. 3.00 ✓

1894.

Dec. 1st. PAID H. E. SMITH STATE & COUNTY TAXES ¹⁸⁹³ - see VOUCHER. 23.36 } wheref

L895. Dec .PAID T. H. BARNES, TREAS. STATE & COUNTY TAXES FOR 1894. 23.00 } lots

1896.

June 8. PAID S. T. ELLIS TREAS. STATE & COUNTY TAXES FOR 1895 ¹⁸⁹⁵ 18.90

June 9. PAID TOWN OF SUFFOLK TAXES FOR 1894. 39.06

June 9. PAID TOWN OF SUFFOLK TAXES FOR 1895. 38.43.

1893. Paid B. Riddick for repairs on building #45 Main St. see

voucher. 21.92 ✓

1894. Nov. Paid for repairs as per bill B. Riddick #45 Main St. 1.45 ✓

1896.

March 17. Pd. W. S. Riddick for repairs on # 45 Main St. See bill vs. J. B. Pinner. 20.00 ✓

Feb 25. 1892. Paid H. A. Morgan on account of interest on bond

secured by deed of trust on #45 Main St. 25.00

1896. PAID BETTY S. RIDDICK & MRS. R. H. MORGAN INTEREST

IN FULL TO AUGUST 25th 1896 on bond of \$2000 secured by

DEED OF TRUST ON PROPERTY # 45 Main St. SUFFOLK VA.

Feb. 17/92.

Paid INSURANCE ON STABLE #45 Main St.

as per Policy, Va. State Insurance Co.

600.00

\$1005.59

4.50 ✓

\$1010.09

Allowed and
Rejected Accounts
filed with Report
of Court Cause
in the Chancery
Cause of W.B.
Ferguson & Co & als

vs
B.J. Daugherty &
others.

COMMISSIONERS' SALE OF REAL ESTATE IN SUFFOLK.

By authority of a decree of the Circuit Court of the county of Nansemond, in the State of Virginia, pronounced on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and others, complainants, and Beatrice J. Daughtrey and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 13, 1897,

At 12 o'clock M., the following valuable real estate, to wit:

1. All that certain lot or parcel of land, No. 45, upon which George P. Fitchett resides, situated on the east side of Main street in the town of Suffolk, in said county and State, fronting on said street 55 feet, more or less, and bounded on the north by the lot of the Christian Church (formerly Algernon S. Darden's), on the east by a branch, on the south by the lot of Mary B. Walker (formerly Mary Boothe), and on the west by said street.

2. All that certain lot or parcel of land situated on the west side of the street known as River or Point street, running north from First street to Nansemond river, in said town, county and State, and bounded on the north by the land of Suffolk Lumher Company or Jackson Brothers Company, on the east by the said River or Point street, on the south by the land of R. Seth Eley's heirs, and on the west by the land of Isaiah Folk. This property has upon it a single tenement, No. 8, and a double tenement, Nos. 10 and 12, and consists of two separate lots.

3. All that certain lot or parcel of land situated on the east side of said River or Point street, in said town, county and State, and bounded on the north and east by the land of said Suffolk Lumher Company or Jackson Brothers Company, on the south by said First street, and on the west by said River or Point street. This property has on it two single tenements, Nos. 1 and 3, and three double tenements, Nos. 5 and 7, 9 and 11, and 13 and 15, and consists of five separate lots.

TERMS OF SALE.—One-half of the purchase-money will be required in cash, and remainder in equal sums at the end of six and twelve months, with interest from the day of sale; the purchaser to execute bonds with good personal security, waiving the benefit of exemptions, payable to the undersigned, and bearing interest from the day of sale, in evidence of the deferred payments.

The title to the property will be retained until the further order of Court.

EDWARD E. HOLLAND,
WILBUR J. KILBY,

no19 4w

Special Commissioners.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bonds required of Edward E. Holland and Wilbur J. Kilby, as special commissioners under the decree of said Court made on 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and als., complainants, and Beatrice J. Daughtrey and als., defendants, have been executed with security deemed sufficient by me.

Given under my hand this 2d day of November, 1897.

A. P. GOMER, Clerk.

1897

TO SUFFOLK HERALD

J. E. BOOKER, Proprietor.

NO. 9 WASHINGTON SQUARE.

97					
Nov 19	To Adr Sale B J Daughtrigs House & Lot - 8 inches - 4 weeks 35 inches			\$ 10	00
	100 Bills Notice of Sale	12.00		\$ 1	50
April 20	Received payment			\$ 11	50
	J. E. Booker, W ^{ch} Lead				

and our friends at
Government, Officials.

~~J. Walter Hosier, Auctioneer,~~

1

1897

W. J. Kilby & E. E. Holland, Commissioners,

To J. Walter Hosier, Clerk, Dr.

Dec. 13 To Auctioneer's fee for selling Daughtrey property \$15.00

Received Paym^t

Subbats Va ap 20- 1898

J. Walter Hosier
Clerk

William L. Daughtry
To the Mutual Assurance Society against Fire on Buildings of the State of Virginia,

Dr.

To Quota of the year

on Buildings in SUFFOLK,

insured by Declaration No. 20920

Quota 1892 on the same property	\$ 8.60	\$ 8.60
" int: a \$8.60 from 1st Apr. 1891 to 1st Apr. 1892	.52	9.12
Quota 1893 on the same property	\$ 8.60	17.72
" int: on \$17.20 from 1st Apr. 1892 to 1st Apr. 1893	1.04	9.64
Quota 1894 on the same property	\$ 8.60	27.36
" int: on \$25.80 from 1st Apr. 1893 to 1st Apr. 1894	1.55	10.15
Quota 1895 on the same property	\$ 8.60	37.51
" int: on \$34.40 from 1st Apr. 1894 to 1st Apr. 1895	2.06	10.66
Quota 1896 on the same property	\$ 8.60	48.17
" int: on \$43.80 from 1st Apr. 1895 to 1st Apr. 1896	2.58	11.18
Quota 1897 on the same property	\$ 8.60	59.35
" int: on \$50.10 from 1st Apr. 1896 to 1st Apr. 1897	3.10	16.70
Quota 1898 on the same property		71.05
" int: on \$60.20 from 1st Apr. 1897 to 1st Apr. 1898		3.81
Quota 1899 on the same property		74.86

Pay the above to the order of

W. J. Kilty

J. A. Claiborne.

P. Agent of the M. A. Society.

Receipt to be given by County or City Treasurer when Delinquent Land Taxes are paid before sale.)

\$ 23³⁵

Office of the Treasurer of the

County of Nansemond
December 13, 1897.

RECEIVED of Judge W. J. Kilby for Mrs. Eugenia A. Blacknall
Twenty three Dollars and thirty five Cents,
in payment of Delinquent Taxes due on lots ~~acres~~ of land for the year 1896, as follows:

State Taxes and penalty,	-	-	-	-	-	-	-	-	-	\$ <u>15.33</u>
Interest on State Taxes,	-	-	-	-	-	-	-	-	-	
County Levies for all purposes, and penalty,	-	-	-	-	-	-	-	-	-	<u>7.67</u>
Interest on County Levies,	-	-	-	-	-	-	-	-	-	
Proportionate expense of advertising,	-	-	-	-	-	-	-	-	-	<u>.35</u>
Total,	-	-	-	-	-	-	-	-	-	<u>\$23.35</u>

S. F. Ellis

W. A. King Deput Treasurer.

Mrs. Eugenia C. Blackwell Dr.

1897.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. <i>47</i>	State Tax, 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 10c. on \$100.	TOTAL TAX,
No. of Acres <i>1 lot</i>								
To Real Estate, value \$ <i>3000</i>	<i>9 00</i>	<i>3 00</i>	<i>6 00</i>					<i>18 00</i>
" Personal Property, value \$								
" Income, &c., value \$								
" Poll Taxes		1 0 0					5 0	
Total								
5 per cent. additional								<i>90</i>
Total								<i>18 90</i>

Received payment *21st* day of *Apr* 189*8*

Sydney T. Ellis Treasurer,
Per _____

Mr *E I C Holland & W J Kilby* Dr. (Special Commrs)

1898.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No.-----	State Tax 30c. on \$100	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 10c. on \$100.	TOTAL TAX.
No of Acres-----								
To Real Estate, value-----\$								
" Personal Property, value-----\$								
" Merchandise, value-----\$								
" Poll Taxes-----								
Total-----								
5 per cent. additional-----								
Total-----								

Received payment

12

day of

Nov.

189

8

Sydney T Ellis

Treasurer,

Per

No. 68

Mrs Engenia A. Blackman

1896.

TO THE TOWN OF SUFFOLK, Dr.

To Tax on \$ <u>363-4</u> , Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$	32	85-
" Capitation Tax, at \$1 each, for all purposes.....			
" Tax on \$ <u>363-0</u> , Real and Personal Estate, at 5c. per \$100, for the Poor.....		1	83
" " " \$..... Real and Personal Estate, at 14c. per \$100, for Schools.....		5	11
" " " \$..... Real and Personal Estate, at 3c. per \$100, for Roads.....		1	09
TOTAL FOR ALL PURPOSES.....		40	88
" 5 per cent. added after December 1st.....		2	04
<u>cash</u> <u>Sept 17th</u>		42	92
		17	24
Received payment <u>20</u> day of <u>April</u> , 189 <u>8</u>		25	68
			Treasurer.

John F. Lopez

	\$ 5,5-68	1896
	42.92	1897
<u>Blackhall</u>	68.60	
	28.22	
	<u>\$ 96.82</u>	Total

1411	1896
1411	1897
<u>\$ 2822</u>	or 2 Daughters

No. 63

Mrs Eugenia A. Blackman

1897.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$ <u>3650.1</u> Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$	<u>32</u>	<u>85</u>
" Capitation Tax, at \$1 each, for all purposes.....			
" Tax on \$ <u>3650.1</u> Real and Personal Estate, at 5c. per \$100, for the Poor.....		<u>1</u>	<u>83</u>
" " " \$ <u>11</u> Real and Personal Estate, at 14c. per \$100, for Schools.....		<u>6</u>	<u>11</u>
" " " \$ <u>11</u> Real and Personal Estate, at 3c. per \$100, for Roads.....		<u>1</u>	<u>09</u>
TOTAL FOR ALL PURPOSES.....		<u>40</u>	<u>88</u>
" 5 per cent. added after December 1st.....		<u>2</u>	<u>04</u>
		<u>42</u>	<u>92</u>

Received payment 20 day of April, 1898 John F. Lohia, Treasurer.

No. 394

Messrs E. E. Hollam & M. J. Kilby Special Commrs.

1898.

TO THE TOWN OF SUFFOLK, Dr.

To Tax on \$2500.	Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$22	50
"	Capitation Tax, at 50 cents each, for all purposes.....		
"	Tax on \$2500.	1	25-
"	Real and Personal Estate, at 5c. per \$100, for the Poor.....	3	50
"	" " \$.....		
"	Real and Personal Estate, at 14c. per \$100, for Schools.....	75-	
"	" " \$.....		
"	Real and Personal Estate, at 3c. per \$100, for Roads.....	28	00
TOTAL FOR ALL PURPOSES			
"	5 per cent. added after December 1st.....		

Received payment 19 day of Nov., 1898 John F. Lofia, Treasurer.

\$2006⁰⁰/₁₀₀

Twelve months

after date, with legal interest from date

until paid, payable

quarterly

we bind ourselves, our

heirs, executors and administrators, jointly and severally, to pay to

Misses Maggie E. and Bettie J. Riddick, their heirs or assigns,

the sum of Two Thousand

DOLLARS,

for value received; and we

hereby waive the benefit of our

Homestead Exemption as to

this debt, obligation and contract.

Witness our hands and seals this 25th day of Nov. 1890.

Witness :

J. B. Dinnert

[SEAL]

Dr. W. Dougherty [SEAL]

[SEAL]

[SEAL]

Secured by deed of trust in real estate.

E. E. Holland, Trustee.

Received interest to 20th Dec
Feb 1891.

2nd quarterly interest paid to
20th May 1891.

3rd quarterly interest paid to
20th August 1891.

4th quarterly interest recd to date.
Nov 25th 1891

Received of Mrs Blackhall quarterly
interest for H.E. Daughters bond
Feb 20th 1892

Recd int. to May 20th 1892

Recd int. to Aug 20th 1892

Recd Int. to Nov 20th 1892

Recd Int. on this bond to Feb 20th 1893

Recd Int. on this bond to May 20th 1893

Recd Int. to Aug 20th 1893

Int. recd on this bond Nov 20th 1893

Recd int. on bond Feb 20th 1894 as per receipt.

Recd Int. on bond May 20th 1894 as per receipt.

Recd Int. to Aug 20th 1894 as per receipt.

Recd Int. to Nov 20th 1894 as per receipt.

Recd Int. on bond to Feb 20th 1895 as per receipt.

Recd Int. to May 20th 1895 as per receipt.

Recd Int. to Aug 20th 1895 as per receipt.

Recd Int. to Nov 20th 1895 as per receipt.

Recd \$10.00 Int. on bond April 6th 1896.

Recd \$10.00 Int. on bond May 4th 1896.

Recd \$10.00 June 4th 1896 balance due to Feb 20th 1896.

Recd \$10.00 July 6th 1896 Int. on bond.

Recd \$10.00 Aug 4th 1896 Int. on bond.

Recd \$10.00 Sept 7th 1896 balance due to May 20th 1896.

Recd \$10.00 Oct 5th 1896 Int. on bond.

Recd \$10.00 Nov 9th 1896 Int. on bond.

Recd \$10.00 Dec 15th 1896 balance due to Aug 20th 1896.

20th 1896 as per receipt.

\$2200⁰⁰

Received of Edward E. Holland and Wilbur J.
Kilby, Special Commissioners ^{two} Twenty hundred
dollars in payment of principal and interest
of this bond.

Maggie E. Morgan.

Petty L. Riddick.

(Receipt to be given by County or City Treasurer when Delinquent Land Taxes are paid before sale.)

\$ 7.91

Office of the Treasurer of the

County of Nauset

December 13, 1897

RECEIVED of

Judge W. F. Kilby for Wm L. Daugherty

Seven

Dollars and ninety one

Cents,

in payment of Delinquent Taxes due on 7 lots ~~acres~~ of land for the year 1896 as follows:

State Taxes and penalty, - - - - -

\$ 504

Interest on State Taxes, - - - - -

County Levies for all purposes, and penalty, - - - - -

252

Interest on County Levies, - - - - -

Proportionate expense of advertising, - - - - -

35

Total, - - - - -

\$ 791

S. J. Ellis

Wm. K. King

Treasurer.

Mr. Wm L. Daughtry

Dr.

1897.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. <u>230</u>	State Tax 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 10c. on \$100.	TOTAL TAX.
No. of Acres <u>7 lots</u>								
To Real Estate, value <u>\$1200</u>	<u>360</u>	<u>120</u>	<u>240</u>					<u>720</u>
" Personal Property, value <u>\$</u>								
" Income, &c., value <u>\$</u>								
" Poll Taxes		<u>1 00</u>					<u>50</u>	
Total								<u>36</u>
5 per cent. additional								<u>756</u>
Total								

Received payment 21st day of Apr. 1898

Sydney T. Ellis Treasurer,
Per _____

Mr. *E. E. Holland & W. C. Killey* Dr. (*Special Commrs*)

1898.

To *S. T. ELLIS*, Treasurer of Nansemond County, Va.

No.-----	State Tax 30c. on \$100.		State School Tax, 10c. on \$100.		County Levy, 20c. on \$100.		Parish Levy, 8c. on \$100.		County School Tax, 5c. on \$100.		District School Tax, 5c. on \$100.		County Road Tax, 10c. on \$100.		TOTAL TAX.
No. of Acres-----															
To Real Estate, value-----\$															
" Personal Property, value-----\$ <i>150.</i>		<i>45</i>		<i>15</i>		<i>30</i>									<i>90</i>
" Merchandise, value-----\$															
" Poll Taxes-----				<i>1</i>	<i>0</i>	<i>0</i>							<i>5</i>	<i>0</i>	
Total-----															<i>90</i>
5 per cent. additional-----															
Total-----															

Received payment *12* day of *Nov* 189*8*

Sydney F Ellis Treasurer,
Per-----

No. *250*

Mr Wm L. Daughtry

1896.

TO THE TOWN OF SUFFOLK, Dr.

To Tax on \$	12.00	Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$	10	80		
"		Capitation Tax, at \$1 each, for all purposes.....					
"		Tax on \$	12.00	Real and Personal Estate, at 5c. per \$100, for the Poor.....	60		
"	"	"	\$	1.00	Real and Personal Estate, at 14c. per \$100, for Schools.....	1	68
"	"	"	\$	1.00	Real and Personal Estate, at 3c. per \$100, for Roads.....	36	
TOTAL FOR ALL PURPOSES.....				13	44		
" 5 per cent. added after December 1st.....					67		
				14	11		

Received payment *20* day of *April*, 189*8* *John F. Lopez*, Treasurer.

No. 229

Mrs W. L. Daughtry

1897.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$ <u>1200</u> Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$	10	80
“ Capitation Tax, at \$1 each, for all purposes.....			
“ Tax on \$ <u>1200</u> Real and Personal Estate, at 5c. per \$100, for the Poor.....			60
“ “ “ \$ <u>“</u> Real and Personal Estate, at 14c. per \$100, for Schools.....		1	98
“ “ “ \$ <u>“</u> Real and Personal Estate, at 3c. per \$100, for Roads.....			36
TOTAL FOR ALL PURPOSES.....		13	44
“ 5 per cent. added after December 1st.....			67
		14	11

Received payment 20 day of April, 1898 John J. Lopez Treasurer.

No. 394

Messrs E. E. Holland & W. J. Kilby Special Comrs
1898. TO THE TOWN OF SUFFOLK, Dr.

To Tax on \$ 150, Real and Personal Estate, at 90c. per \$100, for General Purposes...	\$ 1 35-
" Capitation Tax, at 50 cents each, for all purposes.....	
" Tax on \$ 150, Real and Personal Estate, at 5c. per \$100, for the Poor.....	08
" " " \$ 100, Real and Personal Estate, at 14c. per \$100, for Schools.....	21
" " " \$ 100, Real and Personal Estate, at 3c. per \$100, for Roads.....	05-
TOTAL FOR ALL PURPOSES.....	1.69
" 5 per cent. added after December 1st.....	

Received payment 19 day of Nov, 1898 John F. Lozia, Treasurer.

Received of Edward E. Holland
and W. J. Kilby, Special Comrs, the
sum of One hundred dollars and
sixty cents on account of our claim
for the principal sum of \$1500 and
the interest thereon, against Beatrice
J. Daughtrey and W. L. Daughtrey as
reported and stated in the chancery
suit of W. B. Ferguson Hco. Sal. vs.
said Beatrice J. Daughtrey Sal.
pending in the Circuit Court of
Chauvenaud County.

\$100 ⁶⁰/₁₀₀

OLD DOMINION BUILDING & LOAN ASSOCIATION

E. H. Barber Treasr.

Received of E. E. Holland and
W. J. Kilby Special Commission-
ers, the several sums of money
charged in the foregoing re-
port as paid to us and
set opposite our respective
names as follows:

Asst Baker Sheriff	\$ 2.50
R R Smith Clerk	\$ 6.25
A P. Gorney Clerk	\$ 28.73
C. H. Causey Jr. Comr	\$ 30.00

Virginia:
Circuit Court for the County
of Chausemond, to wit:

W. B. Ferguson Heo. & als.

Against } In Chancery,
Daughtrey & als.

To Honorable Robert R. Prentiss,
Judge of the Circuit Court for the
County of Chausemond;

In pursuance of the decree of
the Circuit Court for the County of
Chausemond in the State of Vir-
ginia, pronounced on the 15th. day
of April 1898 in the Cause in Chan-
cery in said Court depending be-
tween W. B. Ferguson Heo & als. Com-
plainants, and W. L. Daughtrey,
and others, Defendants, the
undersigned, Edward E. Hol-
land and Wilbur J. Kilby, Spe-
cial Commissioners, respectfully
report to Court as follows;

That they have received and
collected from Robert R. Smith
and Laura B. Smith the sum of
twenty-five hundred and ten
dollars due by them for the par-
cel of land sold to them for
that sum of money as stated in

said decree, and from The Old Dominion Building and Loan Association of Richmond, Virginia, the sums of sixty-six dollars and seventy-five dollars respectively due by it for the two parcels of land sold to it as also stated in said decree, together with interest due on all said three sums of money:

That upon the payment of said sums of money and interest as aforesaid Your Commissioners, as directed by said decree, made to said Robert R. Smith and Laura B. Smith a deed with special warranty in the usual form conveying to them the parcel of land sold to them as stated above, and to said The Old Dominion Building and Loan Association of Richmond, Virginia, a like deed conveying to it the two parcels of land sold to it as also stated above.

That Your Commissioners have paid out and disbursed said sums of money and the interest thereon together with the sums of seventy-two and $\frac{90}{100}$ dollars and

thirteen and $\frac{82}{100}$ dollars received by them of Alex. H. Baker, Sheriff of said County and Receiver, in the manner directed by said decree, as will fully appear by the vouchers hereto attached and the following statement:

By cash of Rob. R. and Laura B. Smith				2510	
"	Interest on \$2510			3076	
"	Cash of Alex. H. Baker, Sheriff and Receiver.			7290	
				261366	
By cash of The Old Dominion Building and Loan Association of Richmond, Va.		66			
"	Cash of Same	75			
		141			
By Interest on \$141.		256			
		14356			
By cash of Alex. H. Baker, Sheriff and Receiver		1382	157	38	
				277104	
To 5 per cent Commissions on \$300.00 \$15.00					
" 2 "	" " " on 2471.04. 49.42 =	64	42		
" paid J. E. Booker for printing notices of sale of said lands and publishing a copy of said notices in the "Suffolk Herald" newspaper. per rect.		11	50		
" " J. Walter Hosier, clerk, for services at said sale. per rect.		15			
Carried on		9092	2771	04	

brought on	90 92	2771 04
To bet balance of said sum of \$2613.66	2528 24	
" " " of said sum of \$157.38	151 88	
	2771 04	2771 04

By said bet balance of said sum of \$2613.66 brought on.		2528 24

To paid The Mutual Assurance Society of Virginia	\$73.76	
and interest thereon.	1.10	= 74 86

" " Sydney J. Ellis, Treas. State and County taxes for 1896	23 35	

" " the said Treas. like taxes for 1897	18 90	

" " the said Treas. " " for 1898	15	

" " John A. Lotzia, Treas. taxes due the Town of Suffolk for 1896.	25 68	

" " the same, like taxes for 1897.	42 92	

" " the same, " " for 1898	28	

" " Maggie E. Morgan (late Riddick) and Bettie S. Riddick		
Principal sum	\$2000.	
Interest	200.	= 2200

" " Wilbur J. Kilby, Atty. for preparing the deed conveying to said Robert R. Smith and Laura B. Smith, the land sold to them as stated above.	5	

" " Henry A. Morgan, the remainder of said sum of \$2528.24.	94 53	

2528 24	2528 24

By what balance of said sum of \$157.38 brought on.			151 88
To paid Sydney J. Ellis, Treas. State and County taxes for 1896.	7 91		
" " Same Treas. like taxes for 1897	7 56		
" " Same Treas. " " for 1898	90		
" " John F. Lotzia, Treas. taxes due the Town of Suffolk for 1896	14 11		
" " Same Treas. like taxes for 1897	14 11		
" " Same Treas. " " for 1898	1 69		
" " Wilbur J. Kilby, Atty. for pre- paring the deed conveying to said The Old Dominion Build- ing and Loan Association of Richmond, Va.	5		
" " the said The Old Dominion Building and Loan As- sociation the remainder of said sum of \$151. ⁸⁸	100 60		
	151 88	151 88	

And Your Commissioners
further report to Court that
with the sum of eighty-two
and $\frac{3}{100}$ dollars in their
hands as stated in said
decree they have paid the
costs of said cause, as by
said decree they were direct-
ed to do, so far as the sum
was sufficient for that pur-

pose, as will appear by the vouchers hereto attached and the following statement:

Statement.

By cash as above stated			82	03
" Interest on \$82.03			10	05
To 5 per cent Commissions on \$92. ⁰⁸	4	60		
" paid A. P. Gomer, Clerk of said Circuit Court, his fees	28	73		
" " Rob. R. Smith, clerk of County Court of said County, his fees	6	25		
" " Alex. H. Baker, sheriff, his fees	2	50		
" " C. H. Causey, Jr. Commissioner in Chancery, his fee	30			
" " Ed. C. Holland, Atty. for Complainants, fee taxed as part of costs	15			
" " Wilbur J. Kilby, Atty. for preparing the deed, directed by the decree entered in said cause on the 21st. day of October 1897, to be made to John J. Griffin	5			
	92	08	92	08

Respectfully submitted this 31st. day of March 1899.

Edward C. Holland } Special
 Wilbur J. Kilby } Comrs.

Received of Edward E. Holland
and Wilbur J. Kilby, Special Couns.,
ninety-four and $53\frac{1}{100}$ dollars charged
in the foregoing Report as paid to
Henry A. Morgan.

Wilbur J. Kilby, Atty.,
for Henry A. Morgan.

Received fee of \$1500 taxed as a part of
the costs.

E. E. Holland

Ferguson Ho. &als.

v. } In Chy.

Daughtrey &als.

Report of collection
and disbursement
of money under
decree of 15th.

April 1898

Filed and con-
firmed 20 April.

1899

\$ 2⁵⁰

RECEIVED

Suffolk, Va June 26th 1897

from R. H. Baker Sheriff Receiver
in Ferguson et al vs. Blacknall et al⁵⁰ Circuit Court
of Nansemond County, Virginia — Two and 1/2 Dollars

for painting porch floor^{rs} at premises No
45 Main Street Suffolk, Va.

Graham Bros

Wm. J. Graham

Prepare for

Suffolk's via July 28th
1889

At A. A. Bates, Sheriff &
Collector

To

Abner Stelling for
for repairing roof at
Kensington House, Main St.
(\$14.97)

Rec'd Payment

Abner Stelling

Laughlin
G. L. L. L.

No. 5-1

Mrs. Eugenia A. Blacknell

1894.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$.	36 50	Real and Personal Estate, at \$1 per \$100, for General Purposes....	\$	36	50
"		Capitation Tax, at 50c. each, for General Purposes.....			
		TOTAL FOR GENERAL PURPOSES.....		36	50
"		Tax on \$.		2	52
		Real and Personal Estate, at 8c. per \$100, for the Poor.....		4	38
"		" " \$.		1	46
		Real and Personal Estate, at 12c. per \$100, for Schools.....			
"		" " \$.		45	26
		Real and Personal Estate, at 4c. per \$100, for Roads.....		2	26
		TOTAL FOR ALL PURPOSES.....		47	52
+ 5 per cent. added after December 1st.....				39	06
On Real Estate \$46 - Main St. June 9 1894. J. B. Quinn				47	52
Received payment 17 day of Sep. 1897 John F. Laid				39	06
				8	46
					Treasurer.

Judge Kelly

No. 39

Mrs. Eugenia A. Blacknall

1895.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$.	3650	Real and Personal Estate, at \$1 per \$100, for General Purposes....	\$	3650
"		Capitation Tax, at 50c. each, for General Purposes.....		
TOTAL FOR GENERAL PURPOSES.....				3650
" Tax on \$.	3650	Real and Personal Estate, at 5c. per \$100, for the Poor.....		183
" " " \$.		Real and Personal Estate, at 14c. per \$100, for Schools.....		511
" " " \$.		Real and Personal Estate, at 3c. per \$100, for Roads.....		110
TOTAL FOR ALL PURPOSES.....				4454
" 5 per cent. added after December 1st.....				232
On Recd Est. \$43-Main St. June 9th. Cash & B. Prindle				4676
				3843
Received payment..	17	day of Sep.	1895.	John F. Letzler
				833
				Treasurer.



\$

Suffolk Va Sep. 17th 1897
Received of A. H. Baker
Sum of 24 Dollars
100

Part pay of 1896 Taxes on W. L. Daughtry
property paid by Mrs. Eugenia A Blackwell
John F. Lofia Treas.

1
Mr. Wm. L. Sampson

No. 242

1894.

To THE TOWN OF SUFFOLK, DR.

To Tax on \$..	12 00	Real and Personal Estate, at \$1 per \$100, for General Purposes....	\$	12 00
" Capitation Tax, at 50c. each, for General Purposes.....				50
TOTAL FOR GENERAL PURPOSES.....				12 50
" Tax on \$..	12 00	Real and Personal Estate, at 8c. per \$100, for the Poor.....		96
" " \$..	12 00	Real and Personal Estate, at 12c. per \$100, for Schools.....		1 44
" " \$..	12 00	Real and Personal Estate, at 4c. per \$100, for Roads.....		48
TOTAL FOR ALL PURPOSES.....				15 38
" 5 per cent. added after December 1st.....				77
				16 15

Received payment 17 day of Sept., 1894, John F. Lopez, Treasurer.

No. 208Mr. William L. Daughtry

1895.

TO THE TOWN OF SUFFOLK, DR.

To Tax on \$.	<u>1220</u>	Real and Personal Estate, at \$1 per \$100, for General Purposes....	\$	<u>12</u>	<u>20</u>
"		Capitation Tax, at 50c. each, for General Purposes.....		<u>12</u>	<u>80</u>
		TOTAL FOR GENERAL PURPOSES.....			<u>24</u>
"	Tax on \$.	<u>1220.00</u>	Real and Personal Estate, at 5c. per \$100, for the Poor.....		<u>61</u>
"	"	"	Real and Personal Estate, at 14c. per \$100, for Schools.....	<u>1</u>	<u>71</u>
"	"	"	Real and Personal Estate, at 3c. per \$100, for Roads.....		<u>37</u>
		TOTAL FOR ALL PURPOSES.....		<u>15</u>	<u>39</u>
"	per cent. added after December 1st.....				<u>77</u>
				<u>\$</u>	<u>1616</u>

Received payment 17 day of Sep, 1897 John F. Lopez, Treasurer.

Virginia:

In the Circuit Court for the
County of Chaussemond,

Ferguson Hco. & al.,

Against } In Chancery
Laughtrey & al.

To Hon. Robert R. Prentiss, Judge
of the Circuit Court for the
County of Chaussemond:

In pursuance of the decree
of the Circuit Court for the
County of Chaussemond in the
State of Virginia pronounced
on the 16th. day of April 1897 in
the cause in Chancery in said
Court depending between W. B.
Ferguson and Company and others,
Complainants, and Beatrice J.
Laughtrey, W. L. Laughtrey and
others, Defendants, the under-
signed, Alexander H. Baker, Sher-
iff of said County, appointed
Receiver for the purposes stated
in said decree, respectfully
reports to Court as follows:

That immediately upon the entering of said decree he took control of the real estate mentioned in said decree and proceeded to collect the rents and profits thereof.

That said property remained under his control from the time he took charge thereof down to the first day of January 1898 when in pursuance of the sale thereof on the 13th day of December 1897 under proceedings in said cause, the purchasers took charge thereof.

That the said property consisted of lot chs. 45 on Main Street in the Town of Suffolk in said county and two lots on River or Point Street also in said Town.

That from said lot chs. 45 the sum of one hundred and thirty-six dollars was collected during the period aforesaid, while from said lots on River Street the sum of fifty-one and $\frac{25}{100}$ dollars was collected during the same period.

That the said sum of \$136.⁰⁰ has been disbursed as appears by

the following statement and the annexed vouchers:

Statement No. 1

1898 Jan. 1	By Rent received as stated above from said lot No. 45		\$136	
1897 June 26	To paid Graham Bros. for painting the porch of said No. 45, per sect.	250		
July 28	" " Abram Stallings for repairing said No. 45, per sect.	1297		
Sept. 17	" " John P. Lotzia, Treas. taxes due the Town of Suffolk for the year 1894 on said No. 45, per sect.	846		
	" " Same, taxes for 1895 "	833		
	" " Same, in part of taxes for the year 1896, "	1724		
1898 Jan. 1	" 10 per cent commissions on \$136.	1360		
	" paid Ed. C. Holland and Wilbur J. Kilby, Special Commissioners in said Cause, per sect.	7290		
		136	136	

That the said sum of \$51.²⁵ has been disbursed as appears by the following statement and annexed vouchers;

Statement No. 2

1898 Jan. 1	By Rent received as stated above from said two lots on River Street.				51 25
1897 Apr. 17	To paid John F. Lotzia, Treas. taxes due the Town of Suffolk on said two lots for 1894, per sect.	16	15		
	" " Same. taxes on said lots for 1895.	"	16	16	
1898 Jan. 1	" 10 per cent commissions on \$51.25	5	12		
	" paid Ed. E. Holland and Wilbur J. Kilby, Special Comrs. in said cause, per sect.	13	82		
				51 25	51 25

Respectfully submitted
this 4th. day of January
1898.

A. H. Baker
Sheriff and Receiver.

Received of Alex. H. Baker, Sheriff and Receiver the sum of Seventy-two and ⁹⁰/₁₀₀ dollars and also

the sum of Thirteen and $\frac{82}{100}$ dollars stated in the foregoing Report as paid to us.

Edw. E. Skerans } Special Comrs.
Wilbur J. Kilby }

Ferguson Hco. Cal.

vs. } In Chy.

Daughtrey & als.

Report of Alex. H.
Baker, Receiver, as
to collection and
disbursement of
rents under decree
of 16 April 1897

Filed and con-
firmed 15 April
1898

COMMISSIONERS' SALE OF REAL ESTATE IN SUFFOLK.

By authority of a decree of the Circuit Court of the county of Nansemond, in the State of Virginia, pronounced on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and others, complainants, and Beatrice J. Daughtrey and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 13, 1897,

At 12 o'clock M., the following valuable real estate, to wit:

1. All that certain lot or parcel of land, No. 45, upon which George P. Fitchett resides, situated on the east side of Main street in the town of Suffolk, in said county and State, fronting on said street 55 feet, more or less, and bounded on the north by the lot of the Christian Church (formerly Algernon S. Darden's), on the east by a branch, on the south by the lot of Mary B. Walker (formerly Mary Boothe), and on the west by said street.

2. All that certain lot or parcel of land situated on the west side of the street known as River or Point street, running north from First street to Nansemond river, in said town, county and State, and bounded on the north by the land of Suffolk Lumber Company or Jackson Brothers Company, on the east by the said River or Point street, on the south by the land of R. Seth Eley's heirs, and on the west by the land of Isaiah Folk. This property has upon it a single tenement, No. 8, and a double tenement, Nos. 10 and 12, and consists of two separate lots.

3. All that certain lot or parcel of land situated on the east side of said River or Point street, in said town, county and State, and bounded on the north and east by the land of said Suffolk Lumber Company or Jackson Brothers Company, on the south by said First street, and on the west by said River or Point street. This property has on it two single tenements, Nos. 1 and 3, and three double tenements, Nos. 5 and 7, 9 and 11, and 13 and 15, and consists of five separate lots.

TERMS OF SALE.—One-half of the purchase-money will be required in cash, and remainder in equal sums at the end of six and twelve months, with interest from the day of sale; the purchaser to execute bonds with good personal security, waiving the benefit of exemptions, payable to the undersigned, and bearing interest from the day of sale, in evidence of the deferred payments.

 The title to the property will be retained until the further order of Court.

EDWARD E. HOLLAND,
WILBUR J. KILBY,

no19 4w

Special Commissioners.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bonds required of Edward E. Holland and Wilbur J. Kilby, as special commissioners under the decree of said Court made on 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and als., complainants, and Beatrice J. Daughtrey and als., defendants, have been executed with security deemed sufficient by me.

Given under my hand this 2d day of November, 1897.

A. P. GOMER, Clerk.

CO-OWNERS' SALE OF REAL ESTATE IN SUFFOLK!

By authority of a decree of the Circuit Court of the county of Nansemond, in the State of Virginia, pronounced on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and others, complainants, and Beatrice J. Daughtrey and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, in Suffolk, Va., on County Court day,

MONDAY, DECEMBER 13, 1897,

At 12 o'clock M., the following real estate, to wit:

1. All that certain lot or parcel of land, No. 45, upon which George P. Fitchett resides, situated on the east side of Main street in the town of Suffolk, in said county and State, fronting on said street 55 feet, more or less, and bounded on the north by the lot of the Christian Church (formerly Algernon S. Darden's), on the east by a branch, on the south by the lot of Mary B. Walker (formerly Mary Boothe), and on the west by said street.

2. All that certain lot or parcel of land situated on the west side of the street known as River or Point street, running north from First street to Nansemond river, in said town, county and State, and bounded on the north by the land of Suffolk Lumber Company or Jackson Brothers Company, on the east by the said River or Point street, on the south by the land of R. Seth Eley's heirs, and on the west by the land of Isaiah Folk. This property has upon it a single tenement, No. 8, and a double tenement, Nos. 10 and 12, and consists of two separate lots.

3. All that certain lot or parcel of land situated on the east side of said River or Point street, in said town, county and State, and bounded on the north and east by the land of said Suffolk Lumber Company or Jackson Brothers Company, on the south by said First street, and on the west by said River or Point street. This property has upon it two single tenements, Nos. 1 and 3, and three double tenements, Nos. 5 and 7, 9 and 11, and 13 and 15, and consists of five separate lots.

TERMS OF SALE

One-half of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, with interest from the day of sale; the purchaser to execute bonds with good personal security, waiving the benefit of exemptions, payable to the undersigned, and bearing interest from the day of sale, in evidence of the deferred payments.

The title to the property will be retained until the further order of Court.

**EDWARD E. HOLLAND,
WILBUR J. KILBY,**

Special Commissioners.

5 NOVEMBER, 1897.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bonds required of Edward E. Holland and Wilbur J. Kilby, special commissioners, under the decree of said court entered on the 21st day of October, 1897, in the chancery cause pending in said court between W. B. Ferguson & Co. and als., complainants, and Beatrice J. Daughtrey and als., defendants, have been executed with security deemed sufficient by me.

Given under my hand this second day of November, 1897.

A. P. GOMER, Clerk.

I, AZRA P. GOMER, Clerk of the Circuit Court of Nansemond County, Virginia,
do certify that the bonds required of Edward E. Hollaw and
Wilbur J. Kelly Special Commissioners under the decree of said Court
~~entered~~ on the 21st day of October, 1897, in the Chancery cause pending
in said court between W B Ferguson & Co & als
, complainants, and Beatrice J. Daugherty
& als, defendantS,
~~has~~ have been executed with security deemed sufficient by me.

Given under my hand this 2nd day of November 1897.

A. P. Gomer, Clerk.

Virginia:

In the Circuit Court for the
County of chausemond,

W. B. Ferguson & Co. & als.

Against } In Chancery.

Beatrice J. Daughtrey & als.

To Honorable Robert R. Prentiss,
Judge of the Circuit Court for
the County of chausemond;

In pursuance of the decree
of the Circuit Court for the County
of chausemond in the State of
Virginia, pronounced on the 7th day
of October 1897 in the cause
in Chancery in said Court de-
pending between W. B. Ferguson
and Company and others, Com-
plainants and Beatrice J. Daugh-
trey, W. L. Daughtrey and others, De-
fendants, the undersigned, Ed-
ward E. Holland and Wilbur J.
Kilby, Special Commissioners, ap-
pointed for the purposes named
in said decree, respectfully re-
port to Court as follows;

That after they had each executed before the clerk of said ^{Court} the separate bonds required of them by said decree and had obtained of said clerk a certificate of the due execution of said bonds to be appended to the advertisement of the sale herein mentioned, your Commissioners proceeded to sell the real estate which by said decree they had been directed to sell and on county-court day, Monday, the 13th, day of December 1897 did sell said real estate before the courthouse door of said County by public auction, on the terms and conditions mentioned in said decree, to the persons and for the prices herein mentioned.

That the real estate sold as aforesaid consists of the following parcels of land, to wit:

1. All that certain lot or parcel of land, number forty-five, situated on the east side of Main Street in the Town of Suffolk in said County and State, fronting on said

street fifty-five (55) feet, more or less, and bounded on the north by the lot of the Christian Church (formerly Algernon S. Garden), on the east by a branch, on the south by the lot of Mary B. Walker (formerly Mary Boothe), and on the west by said street.

2. All that certain lot or parcel of land situated on the west side of the street known as River or Point Street, running north from First Street to Housewound River in said Town, County and State and bounded on the north by the land of Suffolk Lumber Company or Jackson Brothers Company, on the east by said River or Point Street, on the south by the land of R. Seth Cley's heirs, and on the west by the land of Isaiah Folk.

3. All that certain lot or parcel of land situated on the east side of said River or Point Street in said Town, County and State and bounded on the north and east by the land of said Suffolk Lumber Company or Jackson

Brothers Company, on the South by said First Street and on the west by said River or Point Street.

That the title to said parcels of land was retained until the further order of court.

That said sale was made on the terms and conditions named in said decree.

That parcel number one of said lands was sold to Robert R. Smith, ^{and Laura B. Smith} the highest bidder, for the sum of twenty-five hundred and ten (2510.) dollars.

That parcels numbers two and three of said lands were sold to The Old Dominion Building and Loan Association of Richmond, Virginia, whose bid for parcel number two was sixty-six (66) dollars and for parcel number three, seventy-five (75) dollars, such bids being the highest obtained.

That the purchasers of said lands have not complied with the terms and conditions of the sale thereof, because they prefer to pay the amounts of their bids

in cash and are prepared to do so upon the confirmation of said sale and the delivery of deeds conveying to them the respective parcels of said land purchased by them as aforesaid.

That said sale together with the time, place and terms thereof was advertised by printed notices posted at said Courthouse door and various public places in the Town of Suffolk for a period of more than three weeks before the sale and by publication of the notice of the sale once a week for four successive weeks in The Suffolk Herald, a newspaper printed and published in said Town.

That a copy of said certificate obtained from said clerk as aforesaid, was appended to the advertisements of said sale.

That said certificate and a copy of the notice, or advertisement, of said sale are herewith returned.

Your Commissioners further report that they have received from Alex. H. Baker, Sheriff and Receiver, the sum of eighty-six

and $72/100$ dollars, the same being the net amount of rents collected by him for said parcels of land from April 1897 to the first day of January 1898, as will fully appear by reference to his report made in pursuance of the decree entered in said cause on the 16th. day of April 1897 and duly filed in said cause.

That part of said sum of \$86.⁷² to wit, the sum of \$72.⁹⁰ was collected from said lot No. 45, while the remainder to wit, the sum of \$13.⁸² was collected from said two lots on said River or Point Street.

That said sum of \$86.⁷² is subject to the order of court.

And your commissioners further report that by agreement in writing between parties interested, made on the first day of January 1895 and filed with the papers in said cause, the one-seventh interest of ^{Eugenia A. Blacknall, grantee of} Beatrice J. Daughtrey, in the parcel of land mentioned and de-

scribed in Exhibit No. 4 filed with the Bill in said cause, was (pending said cause), sold on the twenty-first day of March 1895 to John T. Griffin, the gross proceeds of the sale of such interest being \$642.86.

That part of said sum of \$642.⁸⁶ to wit, the sum of \$560.83 was paid to John F. Primer and Margaret P. Primer in full settlement of the debt due them by said Beatrice J. Daughtrey and secured by a lien on said one-seventh interest in said land under the deed of trust made by said Beatrice J. Daughtrey and Wm L. Daughtrey on the 20th. day of April 1891 and recorded on page 39 in deed-book No. 30 in the clerk's office of Chautauque County Court.

That the balance of said sum of \$642.⁸⁶ to wit, the sum of \$82.⁰³ has been paid to the undersigned and is now in their hands subject to the order of court.

Respectfully submitted this 25th. day of March 1898

Edw. E. Kaeend }
Wilbur J. Kilby } Special Comrs.

Ferguson Hco. Sals.

vs. } In Chy.

Daughtrey Sals.

Report of Sale of
real estate under
decree of 13 Dec.
1897 etc.

Filed and con-
firmed 15 April
1898

COMMISSIONER'S OFFICE,

Suffolk, Va., Sept. 11. 1897

To W. B. Ferguson, W. W. Cockey and E. A. Norfleet,
merchants and partners trading as W. B. Ferguson &
Co.; W. A. Allen; C. E. Holland, trading as C. E.
Holland & Co., and R. P. Voight. Plaintiffs

And

Beatrice J. Daughtrey and W. L. Daughtrey her hus-
band; Eugenia A. Blacknall and Thomas H. Blacknall
her husband; E. E. Holland and John T. Nurney Trus-
tees, The Old Dominion Building and Loan Association
of Richmond, Virginia; Maggie E. Riddick; Bettie S.
Riddick; H. A. Morgan; Jesse D. Daughtrey Trustee;
John F. Pinner, and Margaret P. Pinner Defendants.

You are hereby notified that I have fixed upon the 25th.
day of September, 1897, if fair, if not, on the next fair day
thereafter(Sunday excepted), to take and settle at my of-
fice the following accounts:

- 1st. An account of the annual and fee-simple value of the
real estate described and referred to in the bill and
proceeding in this cause.
- 2nd. An account of the several liens thereon together with
their respective dignities and priorities.

Which several inquiries I shall make and report to court to-
gether with any matter specially stated deemed pertinent by
myself or required by any party to be so stated; required to
be taken by a decree of the Circuit Court of Nansemond County
rendered on the 21st. day of April, 1897, in a suit in chan-
cery depending in said court, between the parties above nam-
ed, at which time and place you are required to attend.
Given under my hand, as Commissioner in Chancery of the said
Court, the day and year first aforesaid.

B. H. Causey Jr.
Commissioner in Chancery.

Service accepted, O. D. D. & L. Ass'n

9/20/97

By E. E. Skene, atty

1/2 lb. and 1/2 lb. each
2 lb. 4 oz. 1/2 lb. black
by 1/4 lb. each

COMPL. THE GAZ. WAX LASH. LINES? STICKERS?

Given under my hand and seal of my County of Hamilton, State of New York, this 11th day of June, 1914.

eq' ut mupap f'pae ang byweek m' v'le xedup'eq to m'p'ing.

Mrs. Maggie Maza

Registered on the State of N.Y. July 18, 1881, in a suit in equity.

be taken by a trustee of the estate of the deceased.

John R. Pinney Seal

Качество шпона и лиственничной древесины, применяемой для

UNITED FRIGERIES INDUSTRIES & SUPPLY CORP. 1000 10TH AVENUE NEW YORK 17, N.Y.

JOHN C. JENNET. P. D. de

James D. Doughty, Jr.

bioassays in this group:

1204 THE UNIVERSITY OF CHICAGO PRESS

THE TWO PARTIES

...the ...

[illegible]

1990-1991

STYCHOTOK: H* V* NOUKOM: JENNA D* DENGIGYOL ALMAGEE:

...the old Dominion ...

Author: EUGENE V. BISKAMP and BERNARD H. BISKAMP

Всего 1. Деловая бумага М. Г. Деловая бумага, 1920.

JOHNSON & CO. and W. B. AUSTIN. BIRMINGHAM

[illegible]

18a

CONFIDENTIAL

Commissioner's Office,

Suffolk, Va., Oct. 1, 1897.

W. B. Ferguson, W. W. Cockey and E. A. Norfleet,
merchants and partners, trading as W. B. Ferguson
& Co; W. A. Allen; E. E. Holland, trading as C. E. Hol-
land & Co., and R. P. Voight.

Complainants

Against --- In Chancery

Beatrice J. Daughtrey and W. L. Daughtrey her hus-
band; Eugenia A. Blacknall and Thomas H. Blacknall
her husband; E. E. Holland and John T. Nurney Trus-
tees, The Old Dominion Building and Loan Association
of Richmond, Virginia; Maggie E. Riddick; Bettie S.
Riddick; H. A. Morgan; Jesse D. Daughtrey Trustee;
John F. Pinner, and Margaret P. Pinner

Defendants.

To the Circuit Court of Nansemond County:

Pursuant to the Decree of this Court pronounced in
the above entitled cause on the 16th. day of April , 1897, the
undersigned, one of the Commissioners in Chancery of this Court
having first given notice as required by law, which notice is
herewith returned, duly acknowledged, either in person or by
counsel, proceeded on the day named in said notice, to take and
settle the several accounts as directed in said Decree.

Being unable to complete the same on that day, the said cause
was continued from time, to time, to this day, when this report
is completed. The results of your Commissioner's work are here-
with returned and are as follows:

I.

An account of the annual and fee-simple value of the real estate described and referred to in the bill and proceedings in this cause.

Your Commissioner reports that on examination, he finds that there are three several pieces of real estate mentioned and described in these proceedings, descriptions of which are filed with the Bill in this cause and are designated as "Exhibit 2, 3, and 4, respectively. The description of the land mentioned in "Exhibit 2 is as follows: First, All that certain lot or parcel of land lying at the junction of River (or Point Street) in the Town of Suffolk, Virginia, with First Cross Street, in said Town, and bounded by the said River (or Point Street), First Cross Street and the lands of the Suffolk Lumber Company Second, All that certain lot piece or parcel of land bounded by the said River (or Front Street), the lands of Isaiah Faulk, the lands of the Suffolk Lumber Company, R. Seth Eley's estate and the lands of W. L. Daughtrey.

The description of the real estate mentioned in "Exhibit" 3 is as follows; All that certain tract, lot or parcel of land situated on the East side of Main Street, in the Town of Suffolk, Virginia, fronting on said Street fifty-five feet, more or less and bounded on the North by the lot of the Christian Church, on the East by a branch, on the South by the lot of Mary Boothe and on the West by the said Main Street.

The real estate mentioned and described in "exhibit" 4, has been by consent of parties, disposed of, it being at the time of the institution of this cause, under a prior lien, and the parties interested disposed of the same, by agreement of parties concerned; there being a surplus was deposited in the Farmers Bank of Nansemond to await the final determination of this cause.

The annual value of the real estate described in "Exhibit 2 is
estimated to be \$100.

The fee-simple value of the same is estimated to be 500.

The annual value of the real estate described in #Exhibit" 3
is estimated to be \$200.

The fee-simple value of the same is estimated to be 3000.

The annual value of the residue from the sale of the real
estate described in "Exhibit" 4 is \$3.28

The fee-simple value is 82.03

II.

An account of the several liens whereon together with their
respective dignities and priorities.

The liens on the respective properties herein mentioned and
described are as follows: That is to say:

1. The State and County Taxes for 1896 on the real estate described in "EXhibit" 2 and "Exhibit" 3	\$23.00
The State and County Taxes on same for the year 1897	23.00
2. Balance due on Suffolk Taxes on real estate described in "Exhibit" 3 for the year 1896	25.68
Suffolk Taxes on real estate described in "exhibi." 3 for the year 1897	42.92
3. Assessments due the Mutual Assurance Society of Virginia on the property described in "Exhibit" 3	73.76
2a. Suffolk Taxes on real estate described in "Exhibit" 2. for the year 1896	14.11
3a. Suffolk Taxes on the real estate described in "Exhibit" 2. for the year 1897.	14.11
Amount carried forward	\$216.57

Amount brought forward

\$216.27

4. Miss Maggie E. Riddick and Miss Bettie S. Riddick
Deed of Trust. Dated Nov. 25, 1890

Principal	\$2000.	
<u>Interest</u> from Aug. 25, 1896 to Dec. 1, 1897	<u>152</u>	\$2152.

5. Dr. H. A. Morgan

Deed of Trust Dated Aug 25, 1890

Principal	\$300.	
<u>Int. from</u> <i>May 8. 1893 to Dec. 1. 1897</i>	<u>82.15</u>	382.15

The liens above mentioned, 4 and 5, respectively,
are liens upon the property known in these pro-
ceedings as "Exhibit" 3.

7. Old Dominion Building and Loan Association

Deed of Trust Dated June 7, 1890

Principal	\$1500.	
<u>Int. July 7, 90 to Jan. 10, 1892</u>	<u>135.</u>	
	\$1635.	
Jan 10, 92 by cash	<u>459</u>	
1892, Jan. 10 New Principal	\$1176.	
Int from Jan. 10, 1892 to Dec. 1, 1897	421.60	
<u>Insurance premiums paid</u>	<u>47.29</u>	\$1644.89

Note The lien above, 7, is a lien upon the property
known in these proceedings as "Exhibit 2.

The following liens are liens upon the entire
property mentioned and described in these
proceedings.

8. W. B. Ferguson & Co.

Principal	\$4197.54	
Int from Nov. 18, 1891 to Dec. 1, 1897	<u>1511.11</u>	5708.62
		<u>\$10,103.93</u>

Amount brought forward.

\$10,103.93

8. W. A. Allen

Principal

\$1356.03

Int from Nov. 18, 1891 to Dec. 1, 1897

491.08 \$1847.11

8. R. P. Voight

Principal

\$47.50

Int from Nov. 18, 1891 to Dec 1, 1897

19.51 67.01

8. C. E. Holland & Co.

Principal

\$200.

Int from Nov. 18, 1891 to Dec. 1, 1897

72.43 272.43

The amounts due W. B. Ferguson & Co., W. A. Allen,
R. P. Voight, and C. E. Holland & Co. are liens
upon the realestate in these proceedings mentioned
by virtue of a decree pronounced in the Supreme
Court of Appeals of Virginia.

9. Thomas W. Smith and John F. Stewart

Judgment

Principal

\$64.85

Interest Apr. 5, 1891 to Dec. 1, 1897

26.14

Costs

3.25 94.24

9a. L. W. Davis

Judgment. Docketed Nov. 23, 1891

Principal

\$66.

Int from Nov. 14, 1891 to Dec. 1, 1897

21.95 87.95

10. J. C. Bell

Judgment. Docketed Nov. 25, 1891

Principal

\$16.

Costs.

2.25

Int from Nov. 10, 1891 to Dec. 1, 1897

5.81 24.06

\$12,496.73

	Amounts brought forward		\$ 12,496.73
11	N. G. Norfleet		
	Judgment.DocketedDec. 9, 1891		
	Principal	\$70.	
	Interest from Nov. 21, 1891 to Dec.1, 1897	25.32	
	<u>Costs</u>	<u>2.20</u>	97.53
12.	Virginia Chemical and Manufacturing Co.		
	Judgment.Docketed Dec. 21, 1891		
	Principal	\$21.13	
	Int.Nov.25,1891 to Dec.1, 1897	7.64	
	<u>Costs</u>	<u>1.70</u>	30.47
12	L. W. Davis		
	Judgment.DocketedDec.21, 1891		
	Principal	\$94.01	
	InterestFrom Nov. 1,1891 to Dec.1, 1897	34.31	
	<u>Costs</u>	<u>1.70</u>	130.02
12	Gillespie,Zeller & Co.		
	Judgment.Docketed Dec. 21, 1891		
	Principal	\$50.31	
	Int. June 4, 1891 to Dec. 1, 1897	19.35	
	<u>Costs</u>	<u>1.70</u>	71.36
12	Gillespie,Zeller & Co.		
	Judgment. Docketed Dec.21, 1891		
	Principal	\$64.85	
	Int.July 4, 1891 to Dec.1, 1897	24.96	
	<u>Costs</u>	<u>1.70</u>	91.51
12	A. S. Darden		
	Judgment. Docketed Dec.21,1891		
	Principal	\$23.31	
	Int. Oct. 30,1891 to Dec. 1, 1897	8.51	
	<u>Costs</u>	<u>2.20</u>	34.02
	Amount carried forward		\$12,951.64

	Amount brough forward		\$12,951.64
13	N. G. Norfleet		
	Judgment. Docketed Dec. 31, 1891		
	Principal	25.	
	Int. Dec.10,1891 to Dec. 1, 1897	8.92	
	Costs	<u>2.20</u>	35.92
13	N. G. Norfleet		
	Judgemtn. Docketed Dec. 31 ,1891		
	Principal	\$40.	
	Int.Nov. 28, 1891 to Dec.1, 1897	14.39	
	Costs	<u>2.20</u>	56.59
13	N. G. Norfleet		
	Judgment. Docketed Dec. 31, 1891		
	Principal	\$65.	
	Int. Dec. 14, 1891 to Dec. 1, 1897	23.23	
	Costs	<u>2.20</u>	90.43
14	L. P. Harper		
	Judgment.Docketed Jany. 18, 1892		
	Pfincipal	\$25.	
	Int. Dec. 24, 1891 to Dec. 1, 1897	8.87	
	Costs	<u>1.70</u>	35.57
14	C. W. Jenkins, Assignee		
	Judgment. Docketed Jany. 18, 1892		
	Principal	\$40.80	
	Int. Dec. 12, 1891 to Dec.1, 1897	14.60	
	Costs	<u>2.75</u>	58.15
15	W. A. Lassiter		
	Judgment. Docketed Feb.23, 1892		
	Principal	\$367.22	
	Int. Dec.2, 1891 to Decl, 1897	132.18	
	Costs	<u>3.62</u>	503.02
	Amount carried forward		\$13,731.34

Amount brought forward

~~\$~~13,731.34

16. L. W. Davis

Judgment. Docketed Feb. 29. 1892

Principal

\$60.

Int. Dec. 10, 1891 to Dec. 1, 1897.

21.40

Costs

1.70

83.10

16. N. G. Norfleet

Judgment. Docketed Feb. 29, 1892

Principal

\$80.

Int Jan. 6, 1892 to Dec 1, 1897

28.40

Costs

2.20

110.60

17 Geo. P. Plant Milling Co. (a corporation)

Judgment. Docketed May 10, 1892

Principal

\$130.05

Int. Sept. 16, 1891 to Dec. 1, 1897

48.41

Costs

7.80

186.26

17. Samuel Snowden, Trustee for G. Cassard & Sons

Judgment. Docketed May 10, 1892

Principal

\$244.52

Int. Oct. 15, 1891 to Dec. 1, 1897

89.85

Costs

8.20

342.57

Grand Total.

~~\$~~14,453.87

Your Commissioner returns herewith an account presented by Mrs. Eugenia A. Blacknall amounting to the sum of \$1010.09 she claiming that the same was lien on the property in these proceedings, mentioned and described.

It is the opinion of your Commissioner that said calim is not a lien on the property in these proceedings mentioned, but only an unadjusted account between Mrs. Eugenia A. Blacknall and Mrs. Beatrice J. Daughtrey.

Your Commissioner also returns an account presented by the Clerk of Nansemond County Court, amounting to the sum of \$11.25 It being the opinion of your Commissioner that the said account is not a lien on the real estet in these proceedings, mentioned and described, but an unadjusted account between the said Clerk and Mrs. Eugenia A. Blacknall.

Respectfully,

C. H. Causey Jr
Commissioner in Chancery.

Feb 30.

W. B. Ferguson & Co.,
and others.

v. { Comr. Causey's
Report
dated Oct.
1. 1897

Beatrice J. Daughtrey
and others.
~~~~~

Confirmed 21st,  
Octo. 1897

1897 October Ind.

Filed

A. P. Gentry clk