

1900-006

Nansemond Co (Suffolk)

Chancery Causes: Tygert-Allen Fertilizer Co vs John Monell et al

Pruden, Jones, Holmes, Hall, Harper & West, Eley, Parker, [S S Hosier],
E. L. Folk & Co], M. P. Hubbard & Co], Norfleet & Bros], Darden,
Virginia Manufacturing Co] I J Monell & Bro I, Allen, Archer

Folder 1 of 2

VIRGINIA:—Clerk's Office of the County Court of the County of Nansemond Sct.
Before a S Eley Jr.
~~In the~~ Court of the County of Nansemond Sept 18th Term 1897

M P Hubbard & Co
versus John Monell & J J Monell trading
as J J Monell & Bro
Plaintiff \$
Action of Debt
Defendant \$

Judgment in favor of the Plaintiff \$ against the Defendant \$ for the sum of

Seventy dollars

\$ 70 —

With interest at the rate of six per centum per annum, from the 18th
day of July 1896 till paid

\$

Subject to credit viz:

Charges of Protest, \$

And the Cost of suit, \$ 1,45

A FIERI FACIAS issued from the Clerk's office of said Court on the _____ day of _____ 189____,
returnable to the _____ thereafter, directed to the _____ of the _____ of
_____ who hath made return thereon in the words and figures following, to-wit:

This Judgment was duly docketed in the Clerk's office of the
County Court of the County of Nansemond
on the 11th day of October 1897
Judgment Docket No. 2 Page 133
A R Smith Clerk.

Teste:

Clerk.

p. q.

Mr Hubbard Lee

vs.

}

ABSTRACT OF
JUDGMENT.

Monell Hockey

~~545.86~~
~~174.83~~

~~39.10~~

~~8.85~~

20 Dec 1899 pd 3/4 balance
 1 June " Rents collected

The Commonwealth of Virginia,
To the Sheriff of Chause-
mond County, Greeting;
Whereas a certain suit
in Equity has been depend-
ing in our Circuit Court for
the County of Chausemond be-
tween The Tygert-Allen Fer-
tilizer Company, Complainant,
and John Modell, and An-
nie F. Pruden, and Mills &
Pruden, her husband, defend-
ants, and before a final
decree was or could be
had therein, the said Annie
F. Pruden, one of said de-
fendants, departed this life
on the 22nd. day of October
1898, leaving, as we are
informed, the following child-
ren and heirs at law, to wit:
Odelia M. over the age of twen-
ty-one years and now the wife
of Henry Lee Archer, Robert
Stanley Pruden, ~~over the age~~
~~of twenty-one years~~, Ira L.
Pruden, Maggie B. Pruden, Sam-
uel Beale Pruden, John M.
Pruden, Emma R. Pruden and

Mills Talmage Pmuden, the seven last-named being infants under the age of twenty-one years; and whereas the said Complainant, The Tygest-Allen Fertilizer Company, has applied for a scire facias as against the said Adelia M. Archer, and Henry Lee Archer, her husband, Robert Stanley Pmuden, Ora L. Pmuden, Maggie B. Pmuden, Samuel Beale Pmuden, John M. Pmuden, Emma R. Pmuden, and Mills Talmage Pmuden agreeably to the statutes of Virginia in such case made and provided;

We, therefore, command you that you make known according to law, to the said Adelia M. Archer, and Henry Lee Archer, her husband, Robert Stanley Pmuden, Ora L. Pmuden, Maggie B. Pmuden, Samuel Beale Pmuden, John M. Pmuden, Emma R. Pmuden, and Mills Talmage Pmuden, the seven last-named being infants under the age of twenty-one years, that they

appear at the clerk's office of our
said Circuit Court at the rules
to be holden for the said Court
on the first Monday in February
1899, to wit, on the 6th day of
February 1899, to show cause, if
any they can, why the said
suit should not be and stand
revived against them and pro-
ceed and be prosecuted to
a final decree therein, and
be in all things in the same
flight and condition as it was
in at the time of the death
of said Annie J. Pruden;
and further to do and re-
ceive what our said Court
shall in that part consider.
And have then and there
this writ.

Witness A. P. Gomer, Clerk of
our said Court at his office
this third day of February
1899 and of our foundation
the 123d year.

Teste:

A. P. Gomer Clerk

I have executed and served
this process by delivering a copy
thereof ~~on the 3d. day of February 1899~~
~~to the within-named Robert Stanley~~
~~Pruden, in person in my county, and~~
~~by delivering a copy thereof on the 4th.~~
day of February 1899 to each of the
within-named Adelia M. Archer
and Henry Lee Archer, her hus-
band, in person in my county

R E Norflut

Deputy for Alex. H. Baker,
Sheriff of Chauseward County.

Dygent-Allen
Fert. Co.

15. } In Chy.

Pruden & al.

Seize Facias

1898

February Rules,
First Monday.

Process Book ch. 2
p. 173



This Deed, Made this 10th day of April, in the year
one thousand eight hundred and ninety-six, between

John Monnell of the County of
Nansemond and state Virginia of the first part, and
Annie F. Pruden wife of Mills. E. Pruden
of the same County and state of the second part—

Witnesseth: That in consideration of the sum of Eight hundred

Dollars,

the said John Monnell doth

grant unto the said

Annie F. Pruden

with GENERAL WARRANTY, all

that certain tract or parcel of land
situated and being in the County of
Nansemond in the state of Virginia, and
bounded as follows: on the north by the
lands of A. C. Pruden along whose
line it runs as indicated by a line
of marked trees from the County road
to the Norfolk and Western Railroad
Company, on the east by the lands
of Jno Monnell now S. J. Taylor, on the
South by the lands of Sawyer Watkins
now Thomas W. Smith, and on the West
by the lands of James Porter, contain-
ing fifty one acres more or less and being
the said lands sold and conveyed
with the exception of about one acre
on the north side, and included
in this conveyance in addition to
said A. C. Pruden by John Monnell

Adm'r de bonis non with the will an-
nexed of Copeland Wright deceased
by deed, duly recorded in Nansemond
County Clerk's office, see Deed Book No 12
page 686 together with all and singu-
lar the appurtenances belonging to
the same.

The said Grantor
covenants that he has the right to convey the said land to the grantee; that he
has done no act to encumber the said land; that the grantee shall have quiet possession
of the said land, free from all encumbrances, and that he, the said part 4 of the
first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal--

John Monell 



STATE OF VIRGINIA,
County of Nansemond } To wit:

I, J. Walter Storer a Notary Public
for the county aforesaid, in the State of Virginia, do certify that--

John Monell
whose name is signed to the writing hereto annexed, bearing date the 15th
day of April, 1896, has acknowledged the same before me in my
county aforesaid.

Given under my hand this 22nd day of June, 1896

J. Walter Storer
N.P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

COUNTY OF Nansemond, To wit:

In the office of the Clerk of the County Court for the County of Nansemond
the 3rd day of September, 1896, this deed was presented, and, with the
certificate annexed, admitted to record.

Teste:

A. P. Gomer Deputy, Clerk.
for R. B. Smith Clerk.

A Copy, Teste: R. B. Smith Clerk

Deed of Bargain and Sale.

John Monell
To

Annie F. Pridem

Admitted to Record this 3rd day of
Sept, 1896

Recorded D. B. 38, Page 114

Examined and verified.

Clerk.

\$ 800-

Tax, - - - - \$

Fee, - - - -

\$

Printed and for sale at Herald Office, Suffolk, Va.

A. Copy

The Tugert-Allen
Fertilizer Co.

vs. } In Chy.

Monell & als.

Exhibit A
filed with
the Bill

To Hon: R.R. Prentiss, Judge of the Circuit Court of Nansemond County:

The petitioner *Priscilla E. Jones*

respectfully represents to the court that John Monell is indebted to your petitioner in the sum of \$850., evidenced by note, and being for money loaned to said John Monell.

That said sum is secured by a deed of trust on real estate in town of Suffolk, Virginia, but that said security is insufficient to pay said debt.

That being indebted to various creditors, the said John Monell has executed and delivered a conveyance of his real estate to one Annie F. Pruden with intent to hinder, delay and defraud your petitioner of and from what she is entitled to. That the Tygert - Allen Fertilizing Co., who allege that they are creditors of said John Monell, have recently instituted a suit in the Circuit Court of Nansemond County against the said John Monell and others, for the purpose of annulling and setting aside the said conveyance, because, as they allege, such conveyance is fraudulent voluntary and void, which suit is now pending in the said court.

The petitioner joins in all the allegations of said bill, and also in ^{all} the prayers of said bill so far as ^{they} relate to the setting aside of said ^{as fraudulent, voluntary, void} conveyance, and subjecting the real estate of said John Monell to the payment of his debts, and prays that she may be admitted as a party plaintiff in the said suit; that the debt due to her, after being credited with the amount realized from the proceeds of ^{sale of} the real estate conveyed to secure her debt, ^{when she purports to sell at auction} may be paid out of the proceeds of any property or of any ~~money which may be under the control of the court in this cause; that her~~ money which may be under the control of the court in this cause; that the money realized from the sale of said real estate may be applied to the payment of the debts of John Monell; and that if the funds are insufficient to pay said debt, that a personal decree may be entered and rendered in her favor against the said John Monell for any balance that may be due to her, and for such other, further and general relief as the nature of her case may require or to equity shall seem meet. And your petitioner will ever pray, &c.

Priscilla E. Jones
By E. H. Reed and Co.

Tygart-Allen Mfg Co
vs
In Monell sothen
Petition of
Riscilla E Jones

Filed July 11th 1898
APG clerk

Mep J. Monell By New York June 23, 1898
 In acct with
 Wm. B. Holmes.

1896

Mar 6 To 3 Jan Guano
 12 " Check remitted
 Apr 22 " " "
 Interest to Jan 1/97

114

100

50

704 271 04

Less Credits

1896 May 15 By sale # 1981

23

2312

"

2283

25

1958

June 9

2870

15

3098

24

3777

25

3380

Aug 1

4789

3

4792

Nov 11

5971

1314

2409

1796

1117

395

88

612

222

515

756

780 10004

171

1897 July 1 To balance due M. H. H.
 Interest to be added from July 1/97

To the Circuit Court of Nansemond county .

The petitioner *W. H. Holmes*

respectfully represents to the court that *I. J. Monell & John Monell late partners or I. J. Monell & Co*
an
justly indebted to *him* in the sum of *\$171⁰⁰* evidenced by *open account*
with interest on sum from January 1st
1897 till paid

A copy of the said account is herewith filed and asked to be read as a part of this petition . That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden, with intent to hinder, delay and defraud the petitioner of and from what he legally entitled to . The Tygert-Allen Fertilizer Co, who allege that they are creditors of the said John Monell, have recently instituted a suit in chancery in the circuit court of Nansemond county, against the said John Monell and others, for the purpose of *annulling* and setting aside the said conveyance of the said real estate, because as they allege such conveyance is voluntary, fraudulent and void, and without any consideration whatever , which suit is now pending in this court . The petitioner join in all the allegations and ~~prayers~~ of the bill which has been filed in said suit, and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden of the said real estate by the deed dated the 15th day of April 1896, is fraudulent, null, and void, and that neither the said John Monell nor the said I. J. Monell have any other visible assets whatever out of which your petitioner can make *his* claim *he* therefore pray that *he* may be admitted as party plaintiff in said suit, ~~that~~ that the said conveyance may be set aside, that the said real estate may be sold to pay the indebtedness of the said John Monell ; that the debt due to *him* may be paid out of any money or the proceeds of any property which may be under the control of the court in the said cause ; and that if such funds are insufficient to pay *his* said debt that a personal decree may be rendered in *his* favor for any balance which may be due *him* and for all such other further and general relief as the nature of *his* case may require or which to equity may seem meet and your petitioner *he* will ever pray &

Sign here ,

William H Holmes

Petition of W. H.
Holmes \$171.00.

Typed - Allen Farn. Co
" John Moncey & Co

1898 July 11th Filed
Appl. Clerk

Virginia-

Circuit Court of Nansemond County to-wit:-

Tygart-Allen Fertilizer Company

v.

In Chancery.

John Monell and others.

The depositions of Annie F. Pruden and others taken before me, John B. Pinner Notary Public for the County of Nanse-

mond with the consent of parties at the residence of
and at the office of J.B. Pinner in Suffolk Va
said Annie F. Pruden in said County between the hours of

10 A.M. and 5 P.M. September 29th., 1898 to be read as

evidence in behalf of the plaintiff in a certain suit in

equity pending in the Circuit Court of said County be-

tween the said Tygart-Allen Fertilizer Company Plaintiff

and ~~said~~ John Monell and others, Defendants.

Present, Wilbur J. Kilby, Esq. Attorney for the Plaintiff.

*W. S. Holland, Esq. Attorney for Annie F. Pruden
and Mills E. Pruden her of the
Defendants*

*The witness, Annie F. Pruden, in answer to
questions, having duly affirmed, is examined
by the plaintiff as an adverse witness under
Sec 3357 of the Code of Va and deposes as
follows,*

*Q. What is your name, age residence and
do you know the parties to this suit.
A. Annie F. Pruden, wife of Mills E.
Pruden 47 Nansemond Co. I know the defendant
and only being one of them myself*

Q. 2. We are now in your residence in
Nagsmoot Co. please state how long you
have resided here.

A. We have been here six years 28
of last April, We lived on the other side
of the railroad on one of the farms
about 18 years, and then moved over here
having been given the choice. It seemed
I got tired of staying on the rail-
road.

Q. 3. I suppose then that you began your
residence here in 1892, please state the
time of your removal here.

A. I said April but it was really
March, 28 of March I meant to say.

Q. 4. On what terms and conditions, if any,
did you become the tenant of this
place.

A. I expected to buy it, which I think
we have bought, ten or eleven years.

Q. 5. Did you not or did not Mr Parker
agree to pay Mr. Merrill - Mr John
Merrill, rent.

Yes sir we paid rent.

Q. 6. How much and for how many years.

A. We have been paying rent about
\$60 a year. I don't really know we
paid up until the law was made.

have paid some since. We paid some
last fall after the deed was made

Q. 7. I suppose the deed you refer to
is the one from Mr John Nunell
conveying this place to you, is it not?

A. Yes sir.

Q. 8. Can you tell me when that deed
was made.

A. No sir I don't exactly know

Q. 9. Please state how much you paid
for the land or this place, rather

A. I don't exactly know how much
but we have been ~~a~~-paying him and
I have been a mother and a sister
to him for about 30 ^{years} Mr John Nunell and
I have been doing for him just like
a child. At my home where I stayed
I told him to be welcome and attend
to him like one of my children and
I have been at that for 20 years and
I begged him to stay with us and
offered any room we had for him. I
think it rightly deserves \$500 if we
were treated with justice you see I a-
family I think so and long the last
part he treated me cruel because I did
not come into his measures I suppose

Q. 10. I suppose then you think that
your kindness to him, your brother, should

amount to about \$800 and that the same would be a good price for this place

A. Yes sir, I guess so, about \$800. My husband has done a lot for it; improved it since we have been here and I was willing to discount all that.

Q. 11 Was there any conversation or talk between yourself and Mr. Merrill as to his transferring the land to this place to you for your husband's to him.

A. No sir. He just gave it to suit himself. He had been promising me a place for several years back and all along up to two or three years ago when he got kinder wrong but I have been expecting it and it was no more than I expected ~~it~~ for 28 years and he turned it and he just decided it to be to suit himself. He has been kinder better for about a year when he wanted me to sign something and I would not consent to it.

Q. 12. Do you mean by his getting "kinder wrong" and "kinder better" that he was in debt and that the people he owed were troubling him for the money.

if any he owed them.

A. I don't know what it was. He came one day last fall & wanted me to sign something I don't know what was I did not feel surprised and told him "no on not to-day."

Q. 13. Did he not wish you to sign a deed conveying this place back to him.

A. No sir he did not ask me to sign the deed, he did not tell me what he wanted me to sign said he had a paper he wanted me to sign I did not ask him any questions

Q. 14. Did you not suspect or believe that the paper was such of that?

A. ~~Well I expected a deed~~ I don't know sir what it was I never asked him. I did not feel like talking or feeling much did not feel like receiving any work with him that day

Q. 15. Did he not call again about last Christmas and ask you to sign some kind of a paper ~~about~~ ~~deed~~ ^{again}

A. He called on me again about the last of May of this year and he wanted me to sign something and seemed to be mad, and told me I had it to do and was going to force me right

Q 16. Then according to your understanding your brother John Minell for your kindness to him gave you this place.

A. I don't think he gave it to me. I think I really paid him I certainly do think that me and my husband & my boys have paid him. I don't think there was any giving in it. My husband and my boys spent out money fixing up things on both of his farms.

Q 17. Who wrote the deed to you for this place from John Minell

A. He must have done it himself. Don't it to suit himself I did not know anything about it until he had done it himself only I have been expecting off and on for several years that he would sell it to me he never said he would give it to any particular and I never considered it given.

Q 18. I suppose then that he wrote the deed or got some one to write it for him and carried it to the Clerk's Office and had it recorded.

A. Yes sir, he had it recorded a good long time before I knewed it - some three or four months.

Q. 19. How did you find out that he had done this?

A. He told me, I think he told me, as well as I remember he told me about it. I know he told me he had deeded it to me.

Q. 20. For how many years did I understand you to say you had paid Mr. Mmell rent for this place.

A. We paid him rent up until the last two years, and we paid him last fall some ^{little} ~~after~~ rent I do remember how many dollars it was, this fall 12 months ago, since he deeded it to me as I thought it would not be anything out the way to pay him some ^{little}.

Q. 21. I suppose no money or cash was paid for the land at the time the deed was made.

A. No sir I don't think we paid any right at the time the deed was made. I did not know right at the time the deed was made.

Q. 22. Do you know what ~~the~~ price is named in the deed for the land.

A. Eight hundred dollars was the price he held it at.

Q. 23. What was the price named in the

See

A. I don't know sir.

Q. 24. Where did Mr John Monell live in 1895 and 1896.

A. I think he lived on Western Branch. He stayed down there two years with his brother J. J. Monell. '95 & '96 were the two years I think.

Q. 25. What were they doing there?

A. Farming.

Q. 26. Were they successful in farming or do you know.

A. I don't know much about it. I never went down there but once and they seemed to be getting along pretty well & he was up here to see me most every Saturday night & stayed until Monday.

Q. 27. Do you know whether or not they got behind or lost money or were in debt when they broke up farming down there.

A. I don't know anything about it.

Q. 28. Have you heard either of the boys speak about what they were.

A. No sir I have heard anything from them about it.

Q. 29. I suppose you know now that John Monell has been embarrassed by debts.

A. I have heard it:

Q. 30. I suppose he told you. Didn't he?

A. He has never told me anything and once and awhile I would hear it from others and I heard it right lately that he was going to sell the place from me, and I think it was mighty hard.

Q. 31. Please state what property or means you or your husband have had during the past four or five years.

A. I don't know sir, I couldn't say I don't think we have not had any money in bank.

Q. 32. Have you had in the last five years any money for investment or with which to purchase land?

A. Well sir not particular - we could have spent a little have not had any ~~since~~ except what we have spent on the farm and in the way of paying rent.

Q. 33. I suppose then your money during the period named has consisted entirely of such as your husband and yourself could make on this place and was hardly more than enough to support your family and pay your rents and keep up this farm.

A. About right, I guess.

Q 34. Did Mr. John Munnell not talk to you sometimes about his matters? I suppose that being so intimate with him as you were looking after his wants he talked to you sometimes about his matters.

A. He did not talk to me, or tell me anything. ^{I suspect} He said he talked over our affairs sometimes.

Q 35. About what matters did he talk with you?

A. Well he talked about our business about his staying with us. I board him 12 months I believe that is about all I have to say.

Q 36. He has been quite well to do as to money or property; has he not?

A. I don't know how it has been with him for the last few years. He used to have money.

Q 37. Could you say how it was with him say in latter part of 95 or 96?

A. No sir, I didn't know how it was with him I was here and he was down on the Drance. I did not know anything about it.

Cross-Examination

Q. 1. The letter from John Munell to you was made in April 1896 and received in Sept 1896. Up to that time did you know that John Munell owed anybody anything?

A. No sir I did not know anything about it.

Q. 2. Had you heard at that time or before that time that he owed anybody any money?

A. No sir I did not think I did.

Q. 3. You said to Judge Kelly a little while ago that you had lately heard something about John Munell's being in debt. Will you please state how long ago as nearly as you can when you first heard anything about his being in debt.

A. Well I don't exactly know how long, whether it has been a year or not.

Q. 4. Do you not know that your first hearing of his being in debt was long after you knew of the letter he made to you.

A. Yes sir It has been since the letter was made I heard it.

Q. 5. You have said to Judge Kelly that for some 30 years you had been to

John Munell both a mother and a
father and that you, your husband
and your children had done a great
deal for him for which he had not
paid, now please say whether while
you were doing for him he promised to
do anything for you.

A. Well sometimes he would give me
little presents and the children little
things. Now sir, he did not make any
promise.

Q. 6 You have said that you expected
him to make you a seat for the place
had he ever promised to do that.

A. I think he have told me he
was going to do it to me, yes he
have

Q. 7 You said you lived on his
other farm about 18 years, did he promise
while you were living on that farm to
give or sell you a home for what you
had done for him.

A. Yes sir he promised to sell me
a place, to let me have a place, that
I should have a home. He would have
moved off several years ago if I had
not had some assurance

Q. 8. Now so I understand that his

promise to let you a home is what caused you, your husband, and your children to do so much for him.

A. Yes sir we expected to buy a place from him. Have been expecting it for a long time

Q. 9. Did you expect to buy a place from him and pay him for it just as you would anyone else, or did you expect to get a place for what you all had done for him

A. Well I expected to pay him if he thought there was any difference but I thought that we had richly paid him for it.

Q. 10 You said something about taking care of him in sickness have you ever had him at your house during a spell of sickness

A. Nothing more than having chills kind of feble not able to work much but he stayed with me a lot.

Q. 11 Did he pay you for this as a board or any other way except to promise you a home

Ex

Exception noted by counsel for plaintiff on the ground that it is a question in chief and assumes a fact.

A. That you be awarded with me be

paid us \$8 a month.

Q. 12. Was that the year he had the Chills.

A. No sir, I don't think it was

Q. 13. Then did he pay you board during the time alluded to when he had chills

A. I don't remember whether he did or not

Q. 14. Did he pay you for all the things you mentioned this morning as having done for him

A. No sir I don't think anything was paid for. He paid his board at \$8 a month for the 12 months he boarded with us.

Q. 15. How long has he made your home his stopping place when he would usually come on holidays, Saturday nights and remain until Monday.

A. Ever since I have been a house keeper about 26 or 27 years. He has had it for his home and I would welcome

him like one of my dear children for anything on the plantation.

Q. 16. During that time was he not a great deal more able to live than you and your family.

A. Yes sir he was getting along right well & was making money

Q. 17 How many farms did he own at one time.

A. I think he owned as high as three around here.

Q. 18 Do you know whether he kept money in bank or not.

A. No sir I don't know.

Q. 19 When he was stopping here Tuesday and holidays as you have stated did you look after his clothes and if so what did you do.

A. ~~No sir~~ ~~It is~~, When he was down on the Branch we did not have anything to do with his washing. except for but a three months. When he lived in Suffolk I did not do his washing but all the time he was with us I did his mending and sewing.

Q. 20. Did you not do these things which you have mentioned because you expected him to feed you a horse.

A. I did it because he had a lot a brother to ~~me~~ and I wanted to do what I could and I expected him to be a brother to me all his life.

Q. 21. During the time you and your husband and your children were doing these things for him did he or not promise to pay you in the way of giving or

selling you a home

A. He has been promising me a home all the time ever since we have been living on his land, that I should never be turned out of doors.

Q. 222. Was it not understood between him and you and your husband that you and your family would do for him what you have stated and that in return for ^{what} you all did, he would see you a home.

A. Well he ~~for~~ told me he would see me a home, that he was going to see me the place you can look at the deed and see.

Q. 223. At the time that he gave you the deed did you promise to give him a deed back at any time.

A. No sir I did not make any promises and he did not ask me for a deed back.

Q. 224. Now I understand you to say that when he first told you he had made a deed to you that he did not say one word about his ever having the land deeded or given back to him.

A. No sir.

Re-Examination (under the statute.)

Q. The deed from John Munell to you was made in April 1896 and recorded in Sept 1896 where was the deed between those dates.

A. I don't know sir. I expect he has it.

Q. When did John Munell first go to Suffolk to live and what was his business?

A. I think it has been about 25 years ago and went into the Bank with Col Cepelant where he stayed I do remember how many years and left the Bank and went with Mr. Baker and after Mr Baker died I think he went back to the Bank for a few years.

Q. What year was it he traveled with you

A. 1893.

Q. Prior to 1893 where did he live

A. In Suffolk from the time he went there

Q. When did he live in 1894.

A. Over on the Jesse Ponder farm the one he sold to Jesse Ponder. He traveled with me in 1893 and lived in a buckskin

day in 1894 and lived in Suffolk in
1897

And further the Deponent saith not.
Annie ^{mark} Poulson

Witness J. P. Poulson

Q. 25. You said some time last fall
and me this summer he came to you
to sign a paper, that in the fall
when you were picking off beans and
were about half sick did not Mr.
Monell & your husband have some warm
or hot words before he came to ~~talk~~
with you.

A. We say he did not have any words
with my husband last fall.

Q. 26. You said this morning that you
paid rent up until ~~the time you got~~ ^{last last year}
~~the deed~~ and that you paid some few
dollars in the fall of last year but
you do not recollect the number of dollars
now state whether these few dollars paid
in the fall of 1897 were for rent before
the deed was given which you over and he
has not gotten or do you mean to say
that after you got a deed for the place
and it fully belonged to you that you
paid rent for the time after the deed.

A. I don't remember which it was
for, but I know we paid him a little.

Q. 27. You said something this morning
about improving another farm, who
owns that farm now.

A. Jesse Pruden, Mills's brother.
He bought it about three years ago.

Q. When Mr. Minell told you he had made a deed to you for this place, did you promise him or promise to do anything for him?

A. I just said to him "all right" that is what I said to him.

Q. Did you say anything about furnishing him a home or taking care of him in sickness?

A. Yes sir I certainly did. I told him to come and have it for a home and have any room in the house, except one and told him he could bring his things and have it for a home his life time.

Q. If you are allowed to keep the home which he has deeded to you are you willing faithfully to carry out that promise?

A. Yes sir I would carry it out now if allowed to keep it and never get well and keep living.

Q. Is it not a fact that your husband knows more than yourself about this whole transaction?

A. Well I reckon it is a fact I reckon he knows as much about it as I do.

Signature of witness waived.

The witness John Monell, being duly sworn in answer to questions is examined by the plaintiff as an adverse witness under Sec. 3351 of the Code of Va. and deposes as follows,

Counsel for Annie F. Pruden and Mills E. Pruden two of the defendants objects to the introduction ^{of John Monell} as an adverse witness or under Section 3351 of the Code of Va.

because they say the records in this case show that John Monell has absolutely no interest in this case unless it be to assist the plaintiffs in setting aside the deed from himself to Annie F. Pruden, he having filed an answer in which he admits every debt sought to be proved against him and admits every allegation in the bill which answer if not prepared by one of the attorneys for the plaintiffs was acknowledged before that attorney and the records so far shows or tends to show that Mr. Monell instead of being an adverse witness is in collusion with the plaintiff to have his sister's deed set aside.

Counsel for the Plaintiffs are of opinion that the witness is an adverse witness having an interest in the subject matter of this suit adverse to their claims and is interested in upholding or sustaining the validity of said deed and that inasmuch as the bill waives answer under oath the answer of said John Monell is not evidence for the complainants but in view of the objection made as above noted the complainant will introduce John Monell as an ordinary witness instead of as an adverse witness as announced above

Q. 1. State your name, age, residence occupation and if you know the parties to this suit.

A. John Monell, 52 years, Suffolk, Clerk I know the parties. I am one of the defendants.

Q/ 2. When did you first move to Suffolk from your County -try home?

A In 1871 November I think .

Q. 3. For what purpose dd you move to Suffolk?

A. For the purpose of taking a clerkship at the Farmers Bank.

Q.4. How long did you remain at the bank?

A. Eleven years.

Q. 5. Then where did you go to live?

A. With Jas. R. Baker and was with him nearly seven years.

Q. 6. And then where?

A. I then went to Ballard and Smith's. and remained with them ~~more~~ nearly six years.

Q. 7. Where did you reside in 1893?

A. I was in the country in 1893 I was out near Mr. Pruden's on the farm now owned by Jesse Pruden.

Q. 8. Then you l ved in Suffolk continuously from 1871 to 1893?

A. Yes sir except one month with Savage Son and Co. in Norfolk.

Q/9. You have said that you resided on the Jesse Pruden place in 1893 where did you live in 1894?

A. At the same place was there two years.

Q.10 Where did you reside in 1895 and 1896?

A. Down on a farm near Sleepy Hole.

Q.11 During your stay in Suffolk ass tated please state

whether your sister Annie F. Pruden did any washing for you or aided or assisted in any manner in your care and maintenance.

EXCEPTED TO because leading by Counsel for Annie F. Pruden and Mills E. Pruden.

A. Well I don't think she did. While I was at the Farmers Bank she did a little washing for me but I paid her for it and then I got a colored woman here in town to do my washing and she had been doing it ever since with the exception of the time of the years 1893 and 1894 and when I was in Sleepy Hole.

~~XXXX~~ She did not assist me in any way that I know of more than what I paid her for.

Q. 12. Then am I to understand that up to the 15th. of April, 1896 you were not indebted to your sister at all.

EXCEPTED TO as leading.

A. What that I know of. I was not aware that I was.

Q. 13. During the year 1893 did you or did you not board with her?

A. I did.

Q. 14 State what charges you paid her for board and whether that year 1893.

A. I paid her \$100. And I understood it was for board and washing.

Q. 15. Did she do anything for you in the year 1894 for which you owed her anything in April 1896 or have since owed her?

A. She did a little washing for me in 1894 and I thought I had paid her for all that she did for me in that year

Not hearing anything from her I thought that I had paid her for everything she had done.

Q. 16. Did she do anything for you in 1895 or 1896 for which you have not paid her anything.

A. Well I used to drive up from Sleepy Hole nearly every Saturday evening and she gave me board from then until Sunday evening when I would go back to Sleepy Hole.

Q. 17 Was there any agreement or understanding for payment by you to her of anything during these friendly visits?

EXCEPTED TO because leading.

A. None at all that I know of.

Q. 18 Were not your visits purely friendly and received as such.

EXCEPTED TO because leading.

A. They were so far as I know at least I thought so.

Q. 19 It appears from Exhibit A. filed with the bill in this case that on the 15th. of April 1896 you conveyed the farm mentioned in said Exhibit to your sister for \$800, that such Exhibit was acknowledged by you 22nd. June 1896 and was admitted to record 3rd. of September 1896 please state the facts connected with the making of said Exhibit.

A. When I went down on the farm near Sleepy Hole I of course had to buy a lot of material and it took all the money I could raise and I was already in debt of which Mrs. Annie F. Pruden and her husband were both aware and after not being able to meet the payments for bills contracted on the farm and this place they occupied was the only place I had unincumbered so I knew this proper-

EXHIBIT 10
would be sold under the hammer at a sacrifice Of course she had been living there for several years prior to that and I had told her if she chose to stay there and take care of the place she could have it as a home as long as she lived and I had my life insured for her benefit for \$1000 and at my death she would be able to purchase the place and own it. I had no money to pay my debts and I knew that the place would be sold by my creditors at a sacrifice and not because I wanted to make this deed to defraud and I went to her my sister and proposed to make this deed to her with the understanding that she would convey the property back to me when I got into a position to receive it back. She said "Yes John I will do anything I can to befriend you that will be all right I went forward and wrote this deed myself without consulting her any further and then had it recorded .

Q. 20 Then I understand that at the time the deed mentioned was made you were in debt as a result of your farming operations on the farm rented by you in Sleepy Hole during the years 1895 and 1896 and that you feared or expected your creditors would undertake to subject the farm conveyed as you have stated to your sister to the payment of their claims and that you conveyed the farm to her to hinder, delay and defraud those creditors is that true?

EXCEPTED TO because leading.

A. Yes sir.

Q. 21 The said deed says that \$800 was paid to you by said Annie F. Pruden for said farm, is that true?

A. No sir I did not get a cent.

Q. 22. The consideration therefore for said land was purely fictitious.

EXCEPTED TO as leading.

A. Yes sir.

Q. 23. I understand also that when you proposed to make said deed you informed your sister of the fact that you were then indebted as then stated, that you asked her permission to convey said land to her to shield it from your creditors and that she consented to the proposition for that purpose or as you have said to help you. is that so?

EXCEPTED TO as leading.

A. It is true.

Q. 24. I also understand that you did not consult her further on the subject but wrote the deed yourself and proceeded to place it upon record without her knowledge as to when it was written or recorded or even that it had been written at all.

EXCEPTED TO because leading and suggests matter which no allusion has been made in the testimony.

A. Yes sir that is true It was some six months or more after it had been ~~recorded~~ ^{written} before I told her.

Q. 25 Where was the said deed between the 15th. of April 1896 which is its date and the 3rd. of September when it was recorded.

A. It was in my possession.

Q. 26. The deed then was never actually delivered to your sister.

EXCEPTED TO because leading and because

recordation proves delivery conclusively and that under the peculiar circumstances in this case the witness is estopped to deny that it was delivered.

A. It was never actually delivered to her until carried to the Clerk's Office and here this Spring after she had decided never to sign this other deed which she had agreed to sign I had taken the deed out of the Office and had it then and then Mr. Pruden sent another man over to me and demanded it after it had been recorded and I had taken it out of the office telling the Clerk that I was going to take it out to my sister ~~and de-~~ and I gave it to him.

Q. 27. Then I understand that th said deed remained in the Clerk's Office after it had been recorded until you yourself called for it last Spring and took it home

Counsel for Mr. and Mrs. Pruden object to this question and insis that after the plaintiff abandoned its purpose under 3351 Sec. of the Code to cross examine the witness the said plaintiff has continued and insisted upon a cross examination of this witness.

Counsel for plaintiff replies that its questions referred to have had but one object and that was to clear up the obscurity of the witness' answers to proper and legal questions.

A. That is true.

Q. 28 In answer to Question 26 you say your sister ~~de-~~^{signed} not to sign this other deed which she had agreed to sign, to what deed do you refer in that language?

A. I mean the deed which she agreed to sign conveying the property back to me.

Q. 29 Was it understood between you and her that the land in controversy was to be conveyed back to you by her whenever it was required by you?

EXCEPTED TO because leading and cross-examination.

A. It was.

Q.30 State whether you called upon her to reconvey the land to you and when.

A. I called upon her several times to ask her to reconvey the land the first time about 12 months ago now I think some time last fall I think in November I have asked her two or three times since until this Spring I went out there with Mr. Hosier to get her acknowledgement to her signature to be procured and she positively refused to sign the deed which she was to convey the land by back to me.

Q. 31 When did your sister first go to live on the land in question?

A. Well I do not really recollect whether it was 81 or 82-- I made a mistake in that I think it was 1892.

Q. 32 Was she to pay you rent for the place? and if so state whether she has paid any rent and for what years.

A. She was to pay rent. Yes sir she has paid rent. They paid all the rent until up to about four years ago when they began to get behind and I reduced the rent to \$50 per year and afterwards still reduced it to 10 barrels of corn and 1000 lbs of fodder and she paid that one year

and I think she paid a part of the fodder I don't remember whether he paid it all or not and the following year which was 1896 I think she brought 10 barrels of corn down here to Rev. H.H. Butler for my account of rent that year

Q. 33. To whom do you refer when you speak of "he" "she" and "they" .

A. I refer to Mills E. Pruden and Annie F. Pruden his wife

Q. 34 Then I understand that the corn delivered to Mr. Butler in 1896 was a payment on account of rent due you for that year by Mr. Mills E. Pruden and his wife

A. Yes sir that is right.

Q. 35 .For what purpose was the corn delivered to Mr. Butler.

A. For the purpose of paying Mr. Butler a bill which I owed him.

Q. 36 The claim of the plaintiff is stated to be \$100 due it on the order of Annie J. Darden for rent for the farm that you occupied in Sleepy Hole is that debt correct and due.,

A. It is and so also are each and every claim filed in the papers by my creditors against me.

Q. 37 Were these claims due when you made the deed mentioned above to your sister?

A. Yes sir I think they were every one due.

Q. 38 And were they the claims or debts which you undertook to avoid hinder or delay by making said deed to your sister?

A. Yes, sir.

Q. 39 Has your sister had any means during the last six or seven years or any money that she could have used to purchase the said farm at a valuation of \$800?

A. No, sir none that I know of.

Q. 40 What has been the pecuniary condition of herself and her husband?

A. Well they have had very little money I feel sure of that and been unable to buy a farm so far as I know

Q. 41. Have they not been dependent upon their daily labor for their living?

A. They have .

Q. 42 During the years that they have occupied this farm as tenants have they been able to pay the rents regularly and in full? or only partially at times

EXCEPTED TO because leading.

A. They have not been able to pay their rents in full and only partially and at times.

Q. 43. Have you not been kind and indulgent because Mrs. Pruden was your sister?

EXCEPTED TO for reasons appearing on the face of the question.

A. I have I think.

Q. 44 Who paid the Clerk's fees for recording the deed mentioned above made by you to your sister?

A. I paid them myself, with my money.

Q. 45 Has your sister at any time had any promise or assurance from you that you would make her a gift of this farm either because of her kindly feeling to you as her brother or any ~~brotherly~~ ^{Sisterly} service she has at any time ren-

dered you such as washing your clothes, receiving you as a visitor in her house giving you food to eat when you called to see her and lodging when you remained with her or any like thing

A. Never.

Q. 46 Have you ever promised to sell said land or give it to her? without her paying for it such price as you might demand for it?

A. No, sir, never.

Q. 47 Has she ever paid you any money or have you ever owed her any ~~for~~ which she could call upon you to satisfy by conveying said farm to her?

EXCEPTED TO because leading and because it calls for the legal opinion of the witness and because it is cross-examination.

A. A. No sir she has not.

Signature of witness waived

Virginia, County of Nansemond, to-wit:
I, John B. Pinner, a Notary Public for the County of Nansemond in the said State do hereby certify that the foregoing Depositions of Annie J. Ponder and John Minell were duly taken & sworn to before me at the time and place and for the purpose therein mentioned

Given under my hand this 29th day of September 1898.

Fee \$10⁰⁰

John B. Pinner
Notary Public

The Tygert-Allen
Fertilizer Co.
vs. J. In Chy.
Monell &als

Depositions of
Annie F. Pruden
and John Monell
for the Plaintiff

1899 March 31st

Filed
A. Gomez clk

Tygert - Allen Fertilizer Co
25
John Monell et al.,

To the Circuit Court of Nansemond County .

The petitioner

Jos P. Hall

respectfully represents to the court that

John Monell

is

justly indebted to ~~him~~ in the sum of \$ 6. ~~with interest from~~
~~till paid evidenced by~~ *open account*

~~a copy of~~ which account is herewith filed and prayed to be read as a part of this petition . That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioner out of what he is legally entitled to . The Tygert-Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because as they allege such conveyance is voluntary fraudulent and void and without any consideration whatever which suit is now pending in this court . The petitioner joins in all the allegations ~~and prayers~~ of the said bill which has been filed in the said suit and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden for the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioner ; that neither the said John Monell nor the said I. J. Monell have any visible assets whatever except this real estate out of which your petitioner can make their claim ; therefore they pray that ~~he~~ may be admitted as party plaintiff in this suit ; that the said conveyance may be set aside ; that the said real estate may be sold to pay the indebtedness of the said John Monell ; that the debt due to them may be paid out of any money or the proceeds of any property which may be under the control of the court in this cause ; that if such funds are insufficient to pay the said debt that a personal decree may be rendered in ~~his~~ favor for any balance which may be due ~~him~~ ; and for all such other further and general relief as this case may require or which to equity may seem meet and ~~he~~ will ever pray &

Jos. P. Hall

Petition of J. R.
Harr \$ 6.00

Isaac Allen Harbo
John Moneel

1898 July 11th Filed
A. H. C. R.

SUFFOLK, VA., *June 21* 189*8*

Mr *John Monelle*

❖❖ Bought of JOSEPH P. BALL, ❖❖

PURE DRUGS, FAMILY MEDICINES and SUPPLIES, SPICES, PERFUMERY and TOILET SOAPS.

GARDEN AND FIELD SEEDS.

School Books and Stationery, Blank Books, Tablets, Pens and Ink, Envelopes, Etc.

Jan 21 To , Bay Townsends Early Pear

6.00

Mr John Monelle

Tygert - Allen Fertilizer Co
John Monell et als.

To the Circuit Court of Nansemond county .

The petitioners L. P. Harfer & J. E. West
partners or Harfer & West

Respectfully represents to the court that

John Monell

justly indebted to ~~them~~ the in the sum of \$ 4¹²/₁₁ evidenced by ~~open~~
acct

A copy of said account is herewith filed and asked to be read as a part of this petition . That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioners of and from what he is legally entitled to . The Tygert - Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because they allege such conveyance is is voluntary fraudulent and void and without any consideration whatever , which suit is now pending in this court . The petitioners join in all the allegations of the bill and in the prayers thereof which has been filed in said suit and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden of the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioners ; and that neither the said John Monell nor the said I. J. Monell have any ^{other} visible assets whatever out of which your petitioner can make ~~their~~ claim ; ~~they~~ therefore pray that ~~they~~ may be admitted as a ~~parties~~ plaintiff in said suit ; that the said conveyance may be set aside ; that the said real estate may be sold to pay the indebtedness of the said John Monell ; that the debt due to ~~them~~ may be paid out of any money or the proceeds of any property which may be under the control of the court in the said cause ; and that if such funds are insufficient to pay the said debt that a personal decree may be rendered in ~~their~~ favor for any balance which may be due ~~them~~ ; and for all such other further and general relief as the nature of this case may require or which to equity may seem met and your petitioner will ever pray &

Harfer & West

Petition of
Charles J. West
\$4.12

Sgt. Allen F. Co
John M. M. Co

1898 July 11th Filed
A.P.H. CLK

Suffolk, Va., June 1, 1898.

Mr. Jno Monell

To HARPER & WEST, Dr.
Life, Fire, Marine and Accident Insurance

P. O. Box 394.

OFFICE: No. 29 Washington Square.

Telephone 31.

Date	Policy No.	Company	Property Insured	Amount	Premium
Nov 4 1896	135949	Vastale	Harm property	375	\$ 5 62
Mar 12/97		By Cash from S.B. Ervauert	Balance due		\$ $\frac{1.50}{4.12}$

SUFFOLK, VA.,

189

Mr. John Morell,



BOUGHT OF DR. A. W. ELEY,

Dealer in Drugs, Patent Medicines, Toilet Articles,

PAINTS, OILS AND VARNISHES.

*STATIONERY, SEEDS AND LAMP GOODS.

96
Jenny

26

To 1 bag Dec

600

John Monell et al

To the Circuit Court of Nansemond county .

The petitioner

A. W. Eley

Respectfully represents to the court that

John Monell

justly indebted to him the in the sum of \$ 6.00 evidenced by an
open account,

A copy of said account is herewith filed and asked to be read as a part of this petition . That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioners of and from what he is legally entitled to . The Tygert - Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because they allege such conveyance is voluntary fraudulent and void and without any consideration whatever , which suit is now pending in this court . The petitioner join in all the allegations of the bill and in the prayers thereof which has been filed in said suit and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden of the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioner ; and that neither the said John Monell nor the said I. J. Monell have any visible assets whatever out of which your petitioner can make ^{his} claim ; he therefore prays that he may be admitted as a party plaintiff in said suit ; that the said conveyance may be set aside ; that the said real estate may be sold to pay the indebtedness of the said John Monell ; that the debt due to him may be paid out of any money or the proceeds of any property which may be under the control of the court in the said cause ; and that if such funds are insufficient to pay the said debt that a personal decree may be rendered in his favor for any balance which may be due him ; and for all such other further and general relief as the nature of this case may require or which to equity may seem met and your petitioner will ever pray &

A. W. Eley.

Petition of A. W.
Eley. \$6.00

Jygert - Allen Ter. Co
vs
John Monee et al

1898 July 11th Filed
APG CLK

Suffolk, Va. Jan 22

1898

Mr John Monell

Bought of THE PEOPLE'S SHOE STORE,

H. M. PARKER, = = = Proprietor.

A COMPLETE LINE OF BOOTS and SHOES.

TERMS==CASH.

1898
Jan 1

To Balance on account 600

John Monell et al,

To the Circuit Court of Nansemond County :

The petitioner *H. M. Parker*

respectfully represents to the court that

John Monell
is

justly indebted to *him* in the sum of \$6, evidenced by *ofter*
account

a copy of which account is herewith filed and prayed to be read as a part of this petition. That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioner of and from what *he* is legally entitled to. The Tigert-Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because as they allege such conveyance is voluntary fraudulent and void and without any consideration whatever which suit is now pending in this court. The petitioner joins in all the allegations of the bill ~~and in the prayers thereof~~ which has been filed in the said suit and alleges that the said conveyance made by the said John Monell to the said Annie F. Pruden of the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioner *other*; that neither the said John Monell nor the said I. J. Monell have any visible assets whatever out of which your petitioner can make *his* claim; *he* therefore prays that *he* may be admitted as a party plaintiff in said suit; that the said conveyance may be set aside; that the said real estate may be sold to pay the indebtedness of the said John Monell; that the debt due to *him* may be paid out of any money or the proceeds of any property which may be under the control of the court in the said cause; and that if such sums are insufficient to pay the said debt that a personal decree may be rendered in *his* favor for any balance which may be due *him*; and for all such other further and general relief as the nature of this case may require or which to equity may seem meet and your petitioner will ever pray &

H. M. Parker

Petition of H.M.
Parker \$ 6.00

Iggert-Alben Fer. Co
" John Minell et al

1898 July 11th Filed
APG CLK

Suffolk, Va., March 4 1896

Mr John Monell

Bought of S. S. MOSIER,

—MANUFACTURER OF AND DEALER IN—

Harness, Saddlery, Whips, Robes and All Kinds of Horse-Furnishing Goods,

BICYCLES, SEWING MACHINES AND MACHINE SUPPLIES.

Highest Cash Prices Paid for Furs, Hides, Beeswax and Wool.

HEAD OF WASHINGTON SQUARE

	To Balance on Harness	5	00	
--	-----------------------	---	----	--

John Monell et al.

To the Circuit Court of Nansemond County .

The petitioner S. S. Hasler

respectfully represents to the court that

John Monell

is
justly indebted to him in the sum of \$ with interest from
till paid evidenced by open account

a copy of which account is herewith filed and prayed to be read as a part of this petition . That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioner out of what he is legally entitled to . The Tygert-Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because as they allege such conveyance is voluntary fraudulent and void and without any consideration whatever which suit is now pending in this court . The petitioner join in all the allegations and prayers of the said bill which has been filed in the said suit and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden for the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioner; that neither the said John Monell nor the said I. J. Monell have any visible assets whatever except this real estate out of which your petitioner can make their claim; therefore they pray that he may be admitted as party plaintiff in this suit; that the said conveyance may be set aside; that the said real estate may be sold to pay the indebtedness of the said John Monell; that the debt due to them may be paid out of any money or the proceeds of any property which may be under the control of the court in this cause; that if such funds are insufficient to pay the said debt that a personal decree may be rendered in his favor for any balance which may be due him; and for all such other further and general relief as this case may require or which to equity may seem meet and he will ever pray &

S. S. Hasler

Petition of S. S.
Hosier \$4.00

Tygert-Allen Fer. Co
87

John Monell & Co

1898 July 11th Fedw
APG cec

HUBS,
RIMS,
SPOKES,
SHAFTS,
STEEL,
BAR IRON,
IRON AXLES,
STEEL AXLES,
BABBITT METAL,
SPLIT PULLEYS,
BELTING,
BOLTS, NAILS,
PUMPS, &c.

MAIL ORDERS

95 SOLICITED.

Mr.

*Joe Ironell
City*

Bought of E. L. FOLK & CO.

—JOBBER AND DEALERS IN—

Hardware, Mill Supplies, Farm Tools, Plows, Castings,
SASH, BLINDS, DOORS, MOULDINGS, BRACKETS,
Coach Materials, Sporting Goods, Paints, Oils, Brushes, Window Glass, Putty,
Lime, Plaster, Hair, Bicycles, Stoves, Hollow-Ware, &c.

TERMS--THIRTY DAYS.

After which 6 per cent. interest will be added.

SUFFOLK, VA.,

Jan 22 1898

<i>April 17</i>	<i>20</i>	<i>75 lb 1 3/4 x 10 axle</i>	<i>4</i>	<i>3 00</i>	
<i>Jan 4</i>	<i>11</i>	<i>10 lb B. Ash</i>	<i>2 58</i>	<i>2 58</i>	
<i>11</i>	<i>11</i>	<i>Freight</i>		<i>58</i>	
<i>Feb 13</i>	<i>11</i>	<i>25 Hds Burlaps</i>		<i>2 58</i>	
<i>11</i>	<i>11</i>	<i>Freight</i>		<i>12</i>	
<i>April 23</i>	<i>11</i>	<i>1 Sqr Land Plaster</i>		<i>6 00</i>	
<i>11</i>	<i>11</i>	<i>30 lb Paris Green</i>	<i>20</i>	<i>6 00</i>	
<i>11</i>	<i>11</i>	<i>Freight</i>		<i>1 05</i>	
				<i>\$ 44.17</i>	
<i>Dec 5</i>	<i>11</i>	<i>cash for dist on note</i>		<i>58</i>	
				<i>\$ 44.67</i>	

HOPS
John Monell et al

To the Circuit Court of Nansemond county .

The petitioner E. L. Folsom trading as E. L. Folsom
Hes

respectfully represents to the court that

John Monell

is

justly indebted to him in the sum of \$^{444.67} evidenced by ^{open}
account for goods & work sold by him to
said John Monell at his instance & request.

A copy of the said account is herewith filed and asked to be read as a
part of this petition . That being indebted to various creditors, the said
John Monell has executed and delivered a deed conveying his real estate
to Annie F. Pruden with intent to hinder delay and defraud the petitioner
of and from what he is legally entitled to . The Tygert-Allen
Fertilizer Co, who allege that they are creditors of the said John Monell,
have recently instituted a suit in chancery in the circuit court of Nan-
semond county, against the said John Monell and others for the purpose of

Annulment

and setting aside the said conveyance of the said real estate because as
they allege such conveyance is voluntary fraudulent and void and without
any consideration whatever , which suit is now pending in this court .
The petitioner joins in all the allegations and prayers of the bill which
has been filed in said suit, and alleges that the said conveyance made by
the said John Monell to the said Annie F. Pruden of the said real estate
by the deed dated the 15th day of April 1896 is fraudulent null and void
and that neither the said John Monell nor the said I. J. Monell have any
other visible assets whatever out of which your petitioner can make
his claim, he therefore prays that he may be admitted as party
plaintiff in said suit that the said conveyance may be set aside,
that the said real estate may be sold to pay the indebtedness of the said
John Monell ; that the debt due to him may be paid out of any money or
the proceeds of any property which may be under the control of the court
in the said cause ; and that if such funds are insufficient to pay
said debt that a personal decree may be rendered in his favor for any
balance which may be due him and for all such other further and gen-
eral relief as the nature of case may require or which to equity may
seem meet and your petitioner will ever pray &

+ by aff- said Real estate.

+ said Mrs made with the intent to
hinder delay & defraud your petitioner.

E. L. Folsom

Petition of E. L.
Hoek & Co., \$44.67

Jygert Allen Fer. Co
vs.
John Monell & Co.

1898 July 11th Filed
A.P.G. clerk

\$ 50⁰⁰

#64188 *Alt 4*
Suffolk, Va., *April 9th*, 1896~~7~~

On the *1st* Aug/96 ~~1st~~ after date *we* promise to pay unto
R. R. Allen, or order, negotiable and payable
without offset, at the ~~the~~ FARMERS BANK OF NANSEMOND ~~the~~ Suffolk, Virginia,

Fifty Dollars,

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

Credit the Maker :

1-30-95-10m

J. J. Monell & Bros.
Suffolk

R. R. Allen

NO ATTENTION

27
John Monell et als

To the Circuit Court of Nansemond County .

The petitioner R. R. Allen

respectfully represents to the court that I J Monell and
John Monell partners lately doing bu-
siness as I. J. Monell & Bro are
justly indebted to him in the sum of \$50 with interest from Aug. 1, 1896
till paid evidenced by a note for that amount

^{note}
~~a copy of which account~~ is herewith filed and prayed to be read as a
part of this petition . That being indebted to various creditors the
said John Monell has executed and delivered a deed conveying his real
estate to Annie F. Pruden with intent to hinder delay and defraud the
petitioner out of what he is legally entitled to . The Tygert-Allen
Fertilizer Co who allege that they are creditors of the said John Mo-
nell have recently instituted a suit in chancery in the circuit court
of Nansemond county against the said John Monell and others for the pur-
pose of annulling and setting aside the said conveyance of the said
real estate because as they allege such conveyance is voluntary fraud-
ulent and void and without any consideration whatever which suit is
now pending in this court . The petitioner joins in all the allega-
tions ~~and prayers~~ of the said bill which has been filed in the said
suit and allege that the said conveyance made by the said John Monell
to the said Annie F. Pruden for the said real estate by the deed dated
the 15th day of April 1896 is fraudulent null and void and was made with
the intent to hinder delay and defraud your petitioner ^{others}; that neither
the said John Monell nor the said I. J. Monell have any visible assets
whatever except this real estate out of which your petitioner can make
their claim ; therefore they pray that he may be admitted as party
plaintiff in this suit ; that the said conveyance may be set aside
; that the said real estate may be sold to pay the indebtedness of the
said John Monell ; that the debt due to them may be paid out of any money
or the proceeds of any property which may be under the control of the
court in this cause ; that if such funds are insufficient to pay the
said debt that a personal decree may be rendered in his favor for any
balance which may be due him ; and for all such other further and gen-
eral relief as this case may require or which to equity may seem meet and
he will ever pray &

R. R. Allen

Petition of R.R.
Allen \$50-

Tygart Allen Fer. Co
vs
John Mcneel et al

1898 July 11th Filed
APG CLK

Tygert-Allen-Fertilizing Co
25
John Monell et al.

To the Circuit Court of Nansemond County ;

The petitioners M. P. Hubbard et al

respectfully represents to the court that John Monell and
& J. Monell partners doing business
under the firm name of J. J. Monell
& Bro and

justly indebted to them in the sum of \$71⁴⁵/₁₀₀ with interest from July 18 1896 evidenced by a judgment
which they obtained against the said J. J. Monell & Bro
before us by a J. P. on the 18th Sept 1897 and which
is docketed in the Clerk's office of said County

a copy of which ^{judgment} is herewith filed and prayed to be read as a
part of this petition. That being indebted to various creditors the said
John Monell has executed and delivered a deed conveying his real estate
to Annie F. Pruden with intent to hinder delay and defraud the petitioner
of and from what ~~they~~ ^{they are} legally entitled to. The Tygert-Allen Fertilizer
Co who allege that they are creditors of the said John Monell have re-
cently instituted a suit in chancery in the circuit court of Nansemond
county against the said John Monell and others for the purpose of annul-
ling and setting aside the said conveyance of the said real estate be-
cause as they allege such conveyance is voluntary fraudulent and void and
without any consideration whatever which suit is now pending in this
court. The petitioners join in all the allegations of the bill ~~and in~~
~~the prayers thereof~~ which has been filed in the said suit and allege
that the said conveyance made by the said John Monell to the said Annie
F. Pruden of the said real estate by the deed dated the 15th day of April
1896 is fraudulent null and void and was made with the intent to hinder
delay and defraud your petitioners ; that neither the said John Monell
nor the said J. J. Monell have any visible assets whatever out of which
your petitioner can make ^{their} claim; they therefore pray that
may be admitted as a party plaintiffs in said suit ; that the said convey-
ance may be set aside ; that the said real estate may be sold to pay
the indebtedness of the said John Monell ; that the debt due to us may
be paid out of any money or the proceeds of any property which may be
under the control of the court in the said cause ; and that if such
sums are insufficient to pay the said debt that a personal decree may
be rendered in our favor for any balance which may be due us ; and
for all such other further and general relief as the nature of this case
may require or which to equity may seem meet and your petitioners will
ever pray &

M. P. Hubbard et al

x exact copy and note

Petition of M. B.
Hubbard Co \$71.45-

Tygart-Allen Her. Co
vs,
John Monell et al

Copy Imprint

1898 July 11th Filed
APG:CK

Mess. J. J. Monnet & Bro.

SUFFOLK, VA.,

189

BOUGHT OF NORFLEET & BRO.,
HARDWARE DEALERS



Farm Implements, Plows, Castings, Bicycles, Sporting Goods,
Lime, Nails, Stoves, Hollow-Ware, Leather, Bar Iron, Steel, -
Lead, Oil and Ready Mixed Paints. - - - -

Roofing and Guttering a Specialty.

37 Washington Square.

TERMS

Phones: (Bell, No. 2954.
(Nansemond, No. 2924.

1898
July

1

To amt of acct

45 49

John Monell et al.

To the Circuit Court of Nansemond County

The petitioners

Harplett & Bro

respectfully represents to the court that

J. J. Monell &
Bro a partnership consisting of
John Monell and J. J. Monell
on

justly indebted to them in the sum of \$45⁴⁹ evidenced by
account-

of

a copy of which account is herewith filed and prayed to be read as a part of this petition. That being indebted to various creditors the said John Monell has executed and delivered a deed conveying his real estate to Annie F. Pruden with intent to hinder delay and defraud the petitioner of and from what is legally entitled to. The Tygert-Allen Fertilizer Co who allege that they are creditors of the said John Monell have recently instituted a suit in chancery in the circuit court of Nansemond county against the said John Monell and others for the purpose of annulling and setting aside the said conveyance of the said real estate because as they allege such conveyance is voluntary fraudulent and void and without any consideration whatever which suit is now pending in this court. The petitioner join in all the allegations of the bill and in the prayers thereof which has been filed in the said suit and allege that the said conveyance made by the said John Monell to the said Annie F. Pruden of the said real estate by the deed dated the 15th day of April 1896 is fraudulent null and void and was made with the intent to hinder delay and defraud your petitioners; that neither the said John Monell nor the said I. J. Monell have any visible assets whatever out of which your petitioner can make their claim; they therefore pray that they may be admitted as a party plaintiffs in said suit; that the said conveyance may be set aside; that the said real estate may be sold to pay the indebtedness of the said John Monell; that the debt due to them may be paid out of any money or the proceeds of any property which may be under the control of the court in the said cause; and that if such sums are insufficient to pay the said debt that a personal decree may be rendered in their favor for any balance which may be due them; and for all such other further and general relief as the nature of this case may require or which to equity may seem meet and your petitioners will ever pray &

Harplett & Bro

Petition of Moseley
vs Br #45,49

Jesse Allen Treas. Co
vs
John Monroe ad

1898 July 11th Filed
A.P. Clerk

\$90 ⁰⁰/₁₀₀

Suffolk, Va., Nov. 2 1897

Sixty
Mr. A. J. Darden

days after date we promise to pay unto

, or order, negotiable and payable,
without offset, at the *FARMERS BANK OF NANSEMOND* Suffolk, Virginia,

Ninety Dollars,

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

I J. J. Murrell & Co.

No.

Due

P. O.

Form 1-1-31-97-10m

All Available Text Successfully Captured

L. J. Warden

is is removal of
d note made of
the Apr 15-1856

John Monell

25 & 28

To the Circuit Court of Hansemond county .

The petitioner

A. J. Darden

respectfully represents to the court that John Monell &
J. J. Monell doing business as d. J.
Monell & Bro are
justly indebted to her in the sum of \$90. with intent for July 2 1888
evidenced by note.

which

A copy of the said account is herewith filed and asked to be read as a
part of this petition . That being indebted to various creditors the said
John Monell has executed and delivered a deed conveying his real estate
to Annie F. Pruden with intent to hinder delay and defraud the petitioner
of a nd from what she is legally entitled to . The Tygart-Allen
Fertilizer Co who allege that they are creditors of the said John Monell
have recently instituted a suit in chancery in the circuit court of Han-
semond county against the said John Monell and others for the purpose an-
and setting aside the said conveyance of the said real estate because as
they allege such conveyance is voluntary fraudulent and void and without
any consideration whatever , which suit is now pending in this court .
The petitioner joins in all the allegations and prayers of the bill which
has been filed in said suit and allege that the said conveyance made by
the said John Monell to the said Annie F. Pruden of the said real estate
by the deed dated the 15th day of April 1886 is fraudulent null and void
and that neither the said John Monell nor the said I. J. Monell have any
other visible assets whatever out of which your petitioner can make
her claim she therefore pray that she may be admitted as party
plaintiff in said suit, that the said conveyance may be set aside
that the said real estate may be sold to pay the indebtedness of the said
John Monell ; that the debt due to her may be paid out of any money or
the proceeds of any property which may be under the control of the court
in the said cause ; and that if such funds are insufficient to pay her
said debt that a personal decree may be rendered in her favor for any
balance which may be due her and for all such other further and gen-
eral relief as the nature of her case may require or which to equity may
seem meet and your petitioner will ever pray &

A. J. Darden

+ And not made with the intent to hinder
delay and defraud your petitioner

To R.R. Pauli, Judge Nansemond County Court

Tygert-Allen Fertilizing Co

vs -In Chancery-

John Monell and others.

The petition of the Virginia Manufacturing Company respectfully represents to the court that John Monell and I.J. Monell, partners doing business under the firm name of I.J. Monell & Bro, are justly indebted to it in the sum of \$72.80, with interest thereon from 25th day of June 1898, and \$3.54 costs, evidenced by a judgment in their favor against the said I.J. Monell and Bro duly docketed in the Clerks Office of the County Court of said Nansemond County, a copy of which said judgment is herewith filed, and prayed to be read as a part of this petition. That the said John Monell has executed a deed conveying his real estate to Annie F. Pruden with intent to hinder, delay and defraud his creditors, one of which is your petitioner. That the Tygert-Allen Fertilizing Company who allege that they are creditors of the said John Monell have instituted a suit in equity in the Circuit Court of Nansemond County against the said John Monell and others to set aside and annul the conveyance made by said John Monell of his said real estate as fraudulent, voluntary and void, and that said suit is now pending in the said court. The petitioner joins in all the allegations of said bill filed in said suit, and alleges that the said conveyance from said John Monell to Annie F. Pruden by deed dated April 15th, 1896, is fraudulent and void, and made with intent to defraud the petitioner; that the said John Monell and I.J. Monell are both insolvent; and that the said claims are not collectible. ^{and} Your petitioner therefore prays that it may be admitted as a party plaintiff in said suit, and agree to contribute its part of the costs; that the ^{said} conveyance may be set aside; that the said real estate may be sold to pay the indebtedness of said John Monell; that the debt due the petitioner may be paid out of any money which may be under the control of the court in the said suit; and for all such other, ~~further~~ and general relief as the nature of the case may require or to equity shall seem meet. And your petitioner will ever pray, &c

Virginia Manufacturing Co
By E. E. Huland, Atty

The Tugger Allen Fuel Co
vs
John Monicestaken
Petition of Virginia
Manufacturers Co.

Filed July 11th 1898
C. P. Clark

The Tygert-Allen Fertilizer Company

vs.

Monell, Pruden & Co.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, filed on the 9th day of June 1900 (the same being a Report of the collection and disbursement of money in pursuance of the decree entered herein on the 20th day of April 1900), and was argued by counsel.

On consideration whereof the Court doth approve and confirm the said Report to which no exception has been taken.

And it appearing that there is nothing more to be done in this cause, the Court doth adjudge, order and decree, that the proceedings had herein, be final and binding between the parties and that the cause be removed from the docket.

The Tugert-Allen
Fertilizer Co.

vs.

Monell, Pruden
& als.

In the Circuit
Court for the
County of Chauce-
mond,

October 9th, 1900

Final decree

To be entered

Wm. H. Miller

Entered in Chancery
Order Book No 3
Page 311.

The Answer of John Monell, to a bill in chancery, exhibited against him and others, in the Circuit court of Nansemond county, by the Tygert) Allen Fertilizer Company .

This defendant answering saith that it is true that he is indebted to the said complainants in the sum of \$100 and interest and costs as set forth in said bill .

It is also true that he is indebted to the petitioners, who have filed ~~the~~ their petitions in the said cause, in the following sums to-wit;

M. P. Hubbard & Co in the sum of \$71;45 and interest and costs, this debt being evidenced by a judgement docketed against him in the clerks office of the said county , it being the first judgement docketed against him, and having precedence over any other debt he owes, and being a first lien on his property ; he is also indebted to the said other petitioners as follows ; W. H. Holmes \$171;00 ; A. J. Darden \$90;00 , Robert R. Allen \$50;00 , Norfleet & Bro \$45;49 , E. L. Folk & Co \$44;67 , A. W. Eley \$6;00 , H. M. Parker \$6;00 , S. S. Hosier \$4;00 , J. P. Hall \$6;00 , and Harper & West \$4;12 . \$4;12 .

That being so indebted, he did execute and deliver a deed to his sister, Annie F. Pruden, for the land mentioned in the bill, which deed is dated ~~the~~ the 10th day of April ~~1896~~ 1896, and filed, marked exhibit " A " .

He further says that the grante^e in the said deed, Annie F. Pruden, did not pay him any money, or other consideration whatever, for the said land , nor did she promise to pay any thing for it, nor does she expect to pay anything for it . The said pretended consideration of \$800, mentioned in the deed, was wholly fictitious, and never paid or intended to be paid .

He says the said deed was made and delivered to the said Annie F. Pruden under the following circumstances ; this defendant was then in a failing and insolvent condition, and fearing that some one creditor, would come down on him and take all he had, and desiring that when his property went, it should go to pay all his indebtedness, as far as it would do so, he conveyed this land to his said sister, simply to hold until he could effect a compromise, that would be mutually satisfactory to himself and his creditors , said conveyance being made with the distinct understanding between the grantor and the grantee, that the said Annie F. Pruden should reconvey the said land to him, whenever he might request her to do so . And he further says that in the early part of the year 1898 he came to

the conclusion that he would surrender the land to his creditors, and let them make what they could out of it ; and to that end he sought his said sister, Annie F. Pruden, and requested her to reconvey the said land to him, but when he did so, the said Annie F. Pruden utterly refused to give up or reconvey the said land to him, saying that she had a deed for it, and purposed holding on to it as her own, although she well knew that she had never paid one penny for it, and never expected to do so ; that she had never made a bona fide purchase of it ; and she does not even now promise or purpose to pay the consideration named in the ^e deed for it'.

This defendant is willing and desirous that the said land should go for ~~the~~ the benefit of his creditors, and he therefore leaves the matter in the hands of the court, praying that exact justice may be done in the case. He is willing that the said deed of conveyance to his sister may be declared null and void, and set aside ; and if this be done, and the said land be sold for the benefit of his said creditors, he prays that the said judgments against him may be paid according to their priority, and the residue, after paying reasonable and legal expenses of suit and sale, may be distributed, pro rata, among his said other creditors ; and having fully answered, he prays to be hence dismissed with his reasonable costs by him in this behalf expended.

John Monell

Suom before me, a notary public for Nassau -
mond County Virginia, in my said County
on this 9 day of July 1898 by John Monell
who makes oath that the statements contained
in the above answer are true given under
my hand this 9 day of July 1898.

R. H. Rawls
N. P.

Answer of
John. Monree

1898 July 11th Filed
A.P.G. Clark

Virginia:

Circuit Court for the County
of Chausemond, to wit:

The Tygert-Allen Fer-
tilizer Company, Complainant,

Against } In Chancery

John Monee, Annie F.
Pruden and others, Defendants.

The joint and ^{Robert Stanley Pruden} separate an-
swers of ^{Robert Stanley Pruden} L. Pruden, Mag-
gie B. Pruden, Samuel Beale
Pruden, John M. Pruden, Em-
ma R. Pruden and Mills Tal-
mage Pruden, infants under
the age of twenty-one years, by
James H. Burges, their guard-
ian ad litem, appointed to
defend them in this suit,
to a Bill of Complaint ex-
hibited against them and
others, in the Circuit Court
for the county of Chausemond
by the The Tygert-Allen Fert-
ilizer Company:

The respondents, reserving
to themselves the benefit of all

just exceptions to the said
Bill, for answer thereto, or to
so much thereof as they are
advised that it is material
they should answer, by their
said guardian ad litem,
answer and say:

That they are infants of
tender years and by reason
of their infancy are inca-
pable of understanding or
taking care of their rights
and interests. They, therefore,
by their said guardian, com-
mend themselves and their
rights and interests to the
protection of the Court and
pray that no decree may be
pronounced which will tend
to their prejudice.

And having fully answered, the said
respondents, by their said guardian
pray to be hence dismissed with their
reasonable costs in this be-
half expended, and they will
ever pray etc.

~~Robert Stanley Prudden~~
Ava L. Prudden -

Maggie B. Prudden -

Samuel Beale Prudden
John M. Prudden -
Emma R. Prudden
Mills Salway Prudden -
By J. A. Burzro Their
Guardian ad litem -

The Pygert-Allen
Fertilizer Co.

vs. } In Chy.

Monee, Pender
and others.

Answers of the
infant defend-
ants by their
guardian at
litern

1899 Feby 6th. Filed
at Rules.

A. P. Gomer Clerk

Virginia:

In the Circuit Court for the County of
Nansemond.

The Tygert-Allen Fertilizer Company

Against } In Chancery.

John Mouell and Annie F. Pruden
and Mills E. Pruden, her husband.

To the Honorable Robert R. Prentiss, Judge
of the Circuit Court for the County of Nansemond.
Humbly complaining, respectfully represents
and shows unto Your Honor, your com-
plainant, The Tygert-Allen Fertilizer Com-
pany, that Isaac J. Mouell and John
Mouell under the name and style of I. J.
Mouell and Brother became the tenants of
Annie J. Darden, wife of Albert G. Darden
on the first day of January 1896, occupying
a parcel of land in said County, which
was let to them by the said Annie J.
Darden for the year aforesaid for the
sum of two hundred dollars payable, one
half on the first day of July 1896
and the other half in the latter part
of that year.

That on the nineteenth day of June 1896,
the said Annie J. Darden being indebted
to your complainant gave it an order
on said I. J. Mouell and Brother, directing
them to pay to it the sum of one hundred

dollars due and payable to her on the first day of July 1896 as aforesaid and that the said order was accepted by the said J. J. Mouell and Brother upon its presentation to them by your complainant for payment.

That notwithstanding the acceptance of the said order by them, the said J. J. Mouell and Brother, when the said order became due and payable and was presented and shown for payment to them, failed refused and neglected to pay to your complainant the said sum of one hundred dollars named in said order.

That in consequence of the failure, refusal and neglect of the said J. J. Mouell and Brother to pay the said sum of one hundred dollars, your complainant by a warrant issued by Adolphus S. Cley, a Justice of the Peace for the said County recovered a judgment on the fifth day of February 1898 against the said J. J. Mouell and Brother for said sum of one hundred dollars with legal interest thereon from the first day of July 1896 till paid and one $\frac{95}{100}$ dollars costs.

That the said judgment was docketed in the office of the Clerk of the County Court for said County on the ninth day of February 1898.

That the said judgment has not been satisfied by the said F. J. Monell and Brother nor by any other person, but remains wholly due and unpaid to your complainant notwithstanding the frequent demands of your complainant for payment thereof and efforts by execution and otherwise to secure the satisfaction thereof.

That being indebted as aforesaid, the said ~~John~~ Monell and ~~Brother~~ by his certain deed of bargain and sale so-called, dated the fifteenth day of April 1896 and recorded in said office on the third day of September 1896 fraudulently and without valuable consideration undertook and pretended to convey for an alleged consideration of eight hundred dollars ^{his sister} into Annie F. Pruden, wife of Mills C. Pruden, the following tract ~~or~~ parcel of land, to wit:

All that certain tract or parcel of land situated and being in the County of Nansemond in the State of Virginia containing fifty-one acres more or less and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the County road to the Norfolk and Western Railroad Company), on the east by the lands of

Henry T. Taylor formerly John Monell, on the south by the lands of Thomas W. Smith formerly Sawyer Watkins, and on the west by the lands of James Porter, and being the same tract or parcel of land which by deed dated the fifth day of November 1888 and recorded the same day at twelve o'clock M. on page 618 in Deed Book No. 20 was sold and conveyed by A. C. Pruden and Anna C. Pruden, his wife, to said John Monell together with all and singular, the appurtenances belonging to the same.

That a copy of said deed from said John Monell to said Annie F. Pruden is herewith filed as part of this Bill and marked Exhibit A.

Your complainant alleges that said pretended deed of bargain and sale from said John Monell to ^{his sister,} said Annie F. Pruden was made ^{with} intent to delay, hinder and defraud the creditors of said J. J. Monell and Brother as well as the creditors of himself the said John Monell and especially the said Annie J. Darden and your complainant, her assignee as aforesaid, of and from that to which said creditors, said Annie J. Darden and your complainant

were and are lawfully entitled to ^{recover} receive from him, the said John Mouell; that said last mentioned deed was not made upon consideration deemed valuable in law; that it was made in anticipation of a state of insolvency which at the date of said last mentioned deed was about to come upon said J. J. Mouell and Brother and which soon afterwards overtook them, leaving them, as they are now ^{utterly insolvent and} unable to discharge their indebtedness to your complainant and their creditors in general; and that the said Annie F. Pruden at the time said last mentioned deed was made to her had notice of the fraudulent intent of the said John Mouell in the execution thereof.

Your complainant further alleges that the said pretended and fictitious consideration of eight hundred dollars for said parcel of land was not paid by said Annie F. Pruden or any other person to said John Mouell at the time said pretended and fraudulent deed of bargain and sale was made to her, nor has it since been paid, nor indeed was it the intention or purpose of the parties that it should ever be paid.

Your complainant further alleges

that the said indebtedness of said D. J. Mouell and Brother was contracted before said pretended and fraudulent deed was made by said John Mouell and was a valid subsisting indebtedness when such deed was made.

~~If~~ complainant further alleges that said D. J. Mouell and Brother are not now seized and possessed of any real estate or personal property so far as it is informed except the said land mentioned in said fraudulent deed which in fact belongs to said John Mouell.

In consideration whereof your complainant, being without remedy save in a Court of Equity where such matters are alone and properly cognizable, prays that the said John Mouell and Annie F. Pruden and Mills C. Pruden her husband, may be made parties defendant to this bill and be required to answer the same, but answer under oath is waived; that the said pretended and fraudulent deed of bargain and sale from said John Mouell to his sister said Annie F. Pruden may be declared illegal, null and void and made with the intent to delay, hinder and defraud his own creditors as well

as the creditors of said D. J. Mouell and Brother and especially said Annie J. Darden and her assignee your complainant of and from that to which such creditors said Annie J. Darden and your complainant were and are lawfully entitled and that it was not made upon consideration deemed valuable in law; that the said parcel of land fraudently conveyed as aforesaid may be declared subject to a lien in favor of your complainant for the indebtedness aforesaid to it in preference to the claims of any other creditor of said D. J. Mouell and Brother or said John Mouell; that said deed from said John Mouell to his said sister Annie F. Pruden may be cancelled, annulled and set aside as to your complainant and ^{that} said parcel of land be sold and the proceeds of the sale applied to the discharge, payment and settlement of the indebtedness aforesaid of said John Mouell to it; that all proper and necessary accounts especially of said indebtedness may be taken and all necessary inquiries directed; that a reasonable fee or compensation

may be allowed to your complainant's
counsel for his services in this suit,
to be paid out of such money or
property as may come under control
of the court in this suit; and that
such other further and general
relief may be granted your
complainant as the nature of its
case may require and to equity may
seem meet and proper.

And your complainant will
ever pray etc.

The Tygert-Allen Fer-
tilizer Company.
By Wilbur J. Kilby,
its Counsel.

15 June 1898

The Tygert-Allen Fert-
ilizer Company.

vs. { In Chy.

Monell & al.

Bill

The Sygert Allen Bert Co
vs }

John Monell & Others

1898. Sept 16th Process issued returnable to
July rules First Monday.

" July, 4th. Processed returned executed
on defendants.

Bill filed and decree nisi
against them.

" " 18th Decree nisi confirmed and
cause set for hearing.

Lygt Allen Fair Lee
W. Chaucery Notes,
Monell socks

W. J. Kilby p.g.

The Sygert-Allen
Fertilizer Company
vs
McChancery
John Monell & others

1900 October 9th
Final Decree

The Sygert-Allen
Fertilizer Company
vs
John Monell & others

Costs

Clerk	11.55
Co Court	2.50
Shff	3.50
Tax	1.50
Comr	20.00
Atty	15.00
	\$54.05

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., July 11th 1898

Mr. A. P. Homer,

Dear Sir:-

Judge Kelly as atty. for some S. O. C. Co. has brought a chancery suit vs. John Monell and Pauden + wife. I represent Pauden + wife and want a copy of the bill if you will copy & charge fee to my clients or as a part of the costs in the suit. Hope you afford to copy and mail to me.

Yours very truly
Wm S. Molland

Copied and mailed July 12th 1898
Fee \$2.00-

W. S. Halland's
Order for Copy of
Bill \$200

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*John Monell and
Annie F. Pruden and Mills E. Pruden
her husband*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *July 1898*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *The Teggert-Allen Fertilizer
Company*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *16th* day of
June, 189*8*, in the *22nd* year of the Commonwealth.

A copy—Teste:

CLERK.

Teste:

CLERK.

Executed this 21st day of June 1898 by Serving a
True Copy of the within process on John Monell
Annie F Pruden and Mills E Pruden in person
R E Nozlet Dep't
For A H Baker Stiff

W J Kelly p. q.

The Jager-Alten
Heitiger Company

25.

In Chancery.

John Monell and Annie
and Mills E Pruden

1898

July Rules.
Swift Monday.

Nansmond Circuit Court.

Process Book No. 2

Page 164.

At Rules held in the Clerk's
Office of the Circuit Court
for the County of Chaussemond
on the 6th day of February 1899.

The Tygert-Allen

Fertilizer Company, Complainant

Against } In Chancery

John Monell, Annie F.
Pmuden and others, defendants,

On the motion of the
Complainant, by counsel,
James M. Burges, a dis-
creet and competent at-
torney-at-law, is appointed
guardian to the defendants,
^{Robert F. Stanley Pmuden}
Eva L. Pmuden, Maggie B. Pm-
den, Samuel Beale Pmuden,
John M. Pmuden, Emma R.
Pmuden and Mills Talmage
Pmuden, who are infants un-
der the age of twenty-one
years, to defend them in
this suit

A. J. Gemen Clerk

The Tygert-Allen
Fertilizer Co.

vs. { In Chancery

Monell, Pruden
and others.

Order appoint-
ing guardian
ad litem.

The clerk of the Circuit
Court for the County of Cause-
mond will issue process as
follows:

The Pygert-Allen Fertilizer
Company

Against

John Monell and Annie F.
Pouder and Mills E. Pouder,
her husband.

Summons in Chancery.

To Rules on the First Monday
in July 1898

Wilbur J. Kilby p. q.

June 15. 1898

Tax \$1.50 paid

Tygart Allen
Fertilizer Company
vs Memorandum
Monell & Sons

Power of Attorney

Know all men by these presents

That the Fidelity and Deposit Company of Maryland by Thomas A. Whelan its Vice President and H. C. Bosler its Secretary in pursuance of a certain resolution of the Board of Directors, duly passed on the 4th day of September AD 1895 a copy of which is hereto attached do hereby nominate constitute and appoint J. E. West of Suffolk Virginia as its true and lawful attorney in fact, to make, sign, seal, execute acknowledge and deliver on its behalf as surety the bond which Wilbur J. Kelby of Suffolk Virginia may be required to give by the Circuit Court of Nansemond County Virginia as Special Commissioner in the case of The Tugent-Allenertilzer Company vs John Monell et al. provided the penalty of the bond shall not exceed Twelve Hundred (\$1200) dollars and the execution and acknowledgement of such bond by the said J. E. West shall be as binding upon said Company, as fully and amply to all intents and purposes, as if such bond had been duly executed and acknowledged by the regularly elected Officers of the Company at its Office in Baltimore Maryland, in their own proper persons. Said bond to contain a waiver of any right or claim to discharge any liability under said bond with Coupons detached from bonds of said State of Virginia.

In witness whereof the said Thomas A. Whelan Vice President and H. C. Bosler Secretary

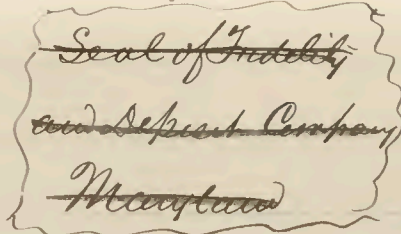
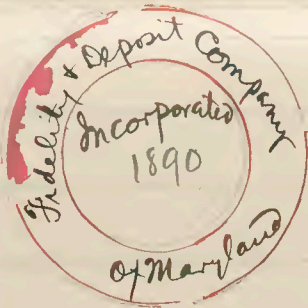
have hereunto subscribed their names and affixed the
Corporate Seal of the said Fidelity and Deposit Company
of Maryland this Eleventh day of November AD 1899

Attest H. C. Bosler

Thos. A. Whelan

Secretary

Vice President.



Copy of Resolutions.

"Whereas The Fidelity and Deposit Company of Maryland has heretofore entered the State of Virginia for the transactions of business therein; And Whereas, it is necessary in order to facilitate the business of the Company in said State to have all classes of bonds executed and acknowledged with promptness;

Now Therefore, Be it Resolved, at a regular and lawful meeting of the Board of Directors of the Fidelity and Deposit Company of Maryland, held at its Office in the City of Baltimore, State of Maryland on this fourth day of September, Anno Domini eighteen hundred and ninety five, that the President or either of the Vice Presidents by and with the concurrence of the Secretary or Assistant-Secretary, he and he is hereby Authorized to make, constitute and appoint by a good and sufficient instrument of writing under the Corporate Seal of this Company, any person or persons in the State

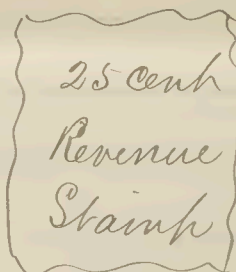
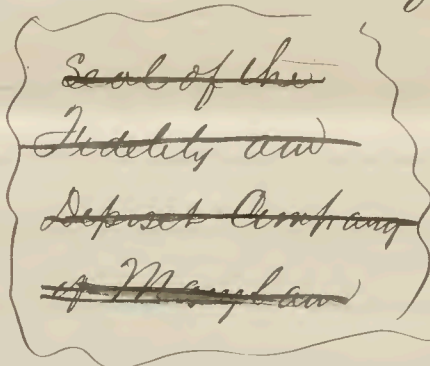
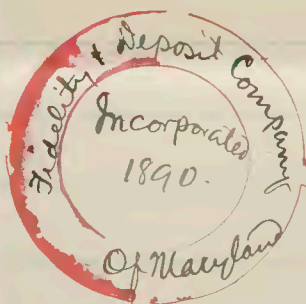
of Virginia to execute and acknowledge on its behalf as surety, any bond on which this Company is authorized to become surety in the State of Virginia and the execution and acknowledgement of said bond by such person or persons, so made, constituted and appointed shall be ^{as} binding upon this Company as fully and amply to all intents and purposes as if said bond had been executed and acknowledged by the regularly elected officers of this Company, in their own proper persons in its behalf, at its Home Office in the City of Baltimore State of Maryland.

We Thomas A Whelan Vice President and N E Bosler Secretary, of the Fidelity and Deposit Company of Maryland hereby certify that the foregoing is a true copy taken from the records of Proceedings of the Board of Directors of the Fidelity and Deposit Company of Maryland.

In Testimony Whereof we have hereunto subscribed our names a Vice President and Secretary respectively and affixed the Corporate Seal of the Fidelity and Deposit Company of Maryland this Eleventh day of November AD 1899

N E Bosler Secretary

Thos A Whelan
Vice-President



State of Maryland } S.S.
City of Baltimore }

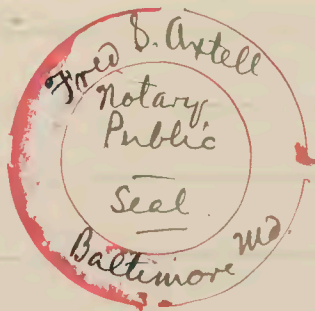
On this 11th day of November AD 1899 before the Subscriber a Notary Public of the State of Maryland in ~~the City~~ and for the City of Baltimore duly Commissioned and qualified came Thos. A. Whelan Vice President and H. E. Bosler Secretary of the Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in, and who executed the preceding Power of Attorney, and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himself depose and say that they are the said officers of the Company aforesaid and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore
in the day and Year first above written

Fred S. Axtell

Notary Public

~~Seal of~~
~~Notary~~
~~Public~~



Know All Men by These Presents, That we, *Wilbur J. Kilby*
Principal and the Fidelity and Deposit Company of Maryland
his Surety

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full
sum of *Twelve hundred* DOLLARS,
to the payment whereof, well and truly to be made ^{*according to law*} ~~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~~ ^{*this State*}.

~~Sealed with our seals, and dated this~~ ~~day of~~ ~~in the year~~
~~of our Lord one thousand eight hundred and~~ ~~and in the~~ ~~year~~
~~of the Commonwealth.~~

~~THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas~~

In testimony whereof the said Wilbur J. Kilby Principal has
hereto set his hand and seal, and the said Fidelity and Deposit Company
of Maryland his Surety, has caused its Corporate name and seal to be
hereto attached by J. E. West its duly authorized Attorney in fact
and the same to be attested by the signature of its said Attorney in
fact this 13th day of November in the Year of our Lord one thousand
eight hundred and ninety nine and of the foundation of the
Commonwealth the one hundred and twenty fourth.

The Condition of the above obligation is such that whereas
by a decree of the Circuit Court for the County of Nansemond pro-
nounced on the 20th day of October 1899 in the Chancery Cause
pending in said Court between the The Pygost Allen Fertilizer
Company Complainant and John Monell, Mills E. Ruden and
others Defendants it was adjudged ordered and decreed that the
tract or parcel of land mentioned and described in the Bill
in said Cause known as the Monell land and containing

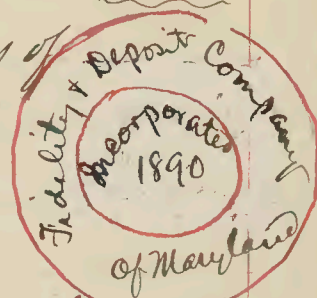
fifty one (51) acres more or less be sold and that said Wilbur
J. Kilby appointed by said decree Special Commissioner
for the purpose procured to sell the same on the terms
and Conditions named in said decree and that before

proceeding to make said sale he execute a bond before the Clerk of said Court in the penalty of twelve hundred dollars with good security payable to the Commonwealth of Virginia and conditioned for the faithful discharge by him of the duties of his office post or trust as Special Commissioner under said decree and all other decrees he may be required to execute in said cause.

Now therefore if the said Wilbur J Kilby special Commissioner aforesaid, shall faithfully discharge the duties of his office post or trust as said Special Commissioner under said decree and all other decrees he may be required to execute in said cause then the above obligation is to be void; otherwise it is to remain in full force and virtue.

Wilbur J Kilby
Fidelity and Deposit Company of
Maryland by J E West its
Attorney in fact.

Seal

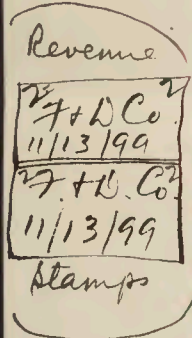


Virginia:

In the Office of the Clerk of the Circuit Court for the County of Hansemond on the 13th day of November 1899;

The above bond was executed by Wilbur J Kilby and the Fidelity and Deposit Company of Maryland by J E West its duly authorized Attorney in fact and acknowledged by said Wilbur J Kilby and said J E West as attorneys in fact aforesaid; the said Fidelity and Deposit Company of Maryland having complied with all the requirements of the law regulating its admission to transact business in this State and having produced satisfactory evidence of its solvency credit and sufficiency.

Teste: A P Gomez Clerk
A Copy Teste A P Gomez Clerk



Wilbur J. Kilby
To } Spec. Com Bond
The Commonwealth.

1899
Nov 13th

Recorded in Official
Bond Book No 1 Page 190

A copy

Folio 923

TERMS--CASH.

Suffolk, Va., Jan 19 1900

M. W. Kelly, Special Commr. in the Dist of the Tugent-Allen Fertil. Co.
 W. Moncey, Auden et al.

TO HARPER & WEST, DR.

Life, Fire, Marine and Accident Insurance

P. O. Box 394.

OFFICE: No. 29 Washington Square.

Telephone 31.

Date	Policy No.	Company	Property Insured	Amount	Premium
1899					
Nov 13.	30768	F&D	Bond	1200	7 50
Jan 15th 1900 Paid Harper & West B.					

1899 Apr. 22 Received of Wil-
bur J. Kilby. Special Comm.
Two and 50/100 in full of
charges for collecting the
rent due by Mills E. Pruden
for the John Monell farm
on which he resides for the
year 1899. AWM Baker Sheriff
\$2. 50

FARM FOR SALE—

By authority of a decree of the Circuit Court for the county of Nansemond pronounced on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Court-house door of said county, on County Court day,

MONDAY, DECEMBER 11, 1899,

at 12 o'clock M., the following real estate, upon which Mills E. Pruden resides, and known as the John Monell farm, to wit:

All that certain tract or parcel of land situated a short distance from Kilby Station, and in Chuckatuck Magisterial district, in said county and State, containing fifty-one (51) acres, more or less, and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the county road to the Norfolk and Western railroad); on the east by the lands of Henry T. Taylor, formerly John Monell; on the south by the lands of Thomas W. Smith, formerly Sawyer Watkins, and on the west by the lands of James Porter.

TERMS OF SALE.—One-fourth of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute bonds with waiver of the benefit of his exemption, and with good security, in evidence of the deferred payments, and the title to the land to be retained until the further order of Court.

Possession given January 1, 1900.

WILBUR J. KILBY,

Special Commissioner.

J. WALTER HOSIER, Crier. no24-3t

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the bond required of Wilbur J. Kilby, special commissioner under the decree of said Court entered on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November, 1899.

A. P. GOMER, Clerk.

ESTABLISHED 1873.

way and rolling that this way and
that, until the work which would have
been accomplished in many days is ac-
complished in a few hours, the grain
held prostrate before the harvesters.

Nov 5 1900.

Mr. Judge W. J. Kirby & Co.
To SUFFOLK HERALD, Dr.
Newspaper and Job Printing Establishment,
No. 9 WASHINGTON SQUARE.

1899 ¹⁰ TERMS OF THIS BILL, NET CASH.

Nov 11 100 Notices of Sale
of Oudru Farm

1.25

of Pubg Notice of Sale of said
farm in Henard
6 in 3.7.

7.50

8.75

Paid Jan 5 1900
J. E. Bookin

To J. Kilby
Spec Com
M. E. Pruden

Virginia:
Circuit Court for the County
of chausemond, to wit:

The Tygert-Allen Fertilizer Company
Against } In Chancery.
Monell, Pruden &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 20th
day of April 1900, in the Cause
in Chancery in said Court de-
pending between the The Tygert-
Allen Fertilizer Company, Com-
plainant, and John Monell
Mills & Pruden and others, de-
fendants, the undersigned
Wilbur J. Kilby, Special Com-
missioner, appointed for the
purposes named in said de-
cree, respectfully reports to
Court as follows:

That he has received of the
clerk of said court and given
him a receipt to be filed with

the papers in said cause for the two bonds mentioned in said decree, of Mills E. Pruden and his surety, Joseph J. Williams, each for the sum of three hundred and eleven dollars and twenty-five cents, dated the 11th day of December 1899 and payable six and twelve months respectively after their dates with interest from their dates, and that he has collected the principal sums of said bonds and the interest due thereon:

That Your Commissioner has, out of the money collected as aforesaid, and the sum of two hundred and seven dollars and fifty cents already in his hands, paid first in full the costs of said cause and the expenses of the sale mentioned in said decree, and that he has disbursed and paid out the balance then remaining in his hands, pro rata and in the manner directed by said decree, as the vouchers herewith returned and the following statement will fully show:

Statement.

By Principal sums of said				
two bonds each for \$311.25=			622	50
" Interest collected.			13	18
" Cash in hand as stated				
above.			207	50
" Rent received for the year				
1899 for the land sold				
under proceedings in				
said Cause.			50	
To 5 percent Commissions on \$300 = \$15.				
" 2 ditto " on \$593.18 = \$11.86 = 2686				
" paid Alex. H. Baker, Shff. for col-				
lecting the above sum of \$50.			2	50
" " Milbur J. Kilby, Atty. for Com-				
plainant, fee taxed for him.			15	
" " A. P. Gomer, Clerk of Court, the				
State tax on said Cause.			1	50
" " Same his fees taxed as				
part of costs of said Cause.			11	55
" " Alex. H. Baker, Shff. his fees				
taxed as part of said costs.			3	50
" " Rob. R. Smith, Clerk of County-				
court of said County, his				
fees for copy of deed used as				
Exhibit A with the bill in				
said Cause and for record-				
ing Lis Pendens.			2	50
" " John B. Primer, Commissioner				
in Chancery, his fees			20	
" " J. Walter Foster, Crier, for services				
at the sale mentioned in said decree.			6	
Carried on			89	41
			893	18

brought on		89	41	893	18
To paid J. E. Booker for printing	notices of said sale and				
	publishing notice thereof				
	in the "The Suffolk Herald".	8	75		
" "	Harper and West, Agents, for				
	security furnished the un-				
	dersigned, Special Com-				
	missioner, on his bond.	7	50		
" "	Milbur J. Kilby, Counsel				
	for Complainant, as com-				
	pensation for his services,				
	subject to the deduction				
	herein accounted for.	50			
" "	Milbur J. Kilby, Atty, for				
	writing deed conveying				
	to the purchaser, the land				
	sold under proceedings in				
	said cause.	5			
" "	United States Internal				
	Revenue Tax on said deed.	1			
" "	The Sygert-Allen Fertiliz-				
	er Company, the Com-				
	plainant in said cause				
	in full of its claim				
	constituting the first lien				
	on the fund under the				
	control of the court				
	in said cause.	77	48		
" Amount to balance,		654	04		
		893	18	893	18

By Balance brought on.				654 04
Do paid 61 per cent of the claims constituting liens on the fund under the control of the court in the said cause, as follows, per cents.				
Do	Sam'l. S. Hosier	61 per cent of \$6.27	= 3 82	
"	Harper & West	" " " 4.92	3	
"	A. M. Eley	" " " 8.30	5 06	
"	Henley M. Parker	" " " 6.87	4 19	
"	Joseph P. Hall	" " " 6.85	4 18	
"	E. L. Folk Heo.	" " " 53.82	32 83	
"	Corflect & Bro.	" " " 50.72	30 94	
"	Robt. R. Allen	" " " 61.50	37 52	
"	M. P. Hubbard Heo	" " " 87.55	53 40	
"	Annie J. Garden	" " " 103 05	62 86	
"	Wm H. Holmes	" " " 206.06	125 69	
"	Miscilla E. Jones	" " " 391.52	238 83	
"	Virginia Manuf. Co.	" " " 84.78	51 72	
			1072.21	654 04
				654 04

The claims of John Z. Yates and Edgar Lawshe mentioned in the Report of Commissioner, John B. Primer, filed in said Cause on the 30th. day of September 1899. are not included in the above distribution and no dividend has been paid on account thereof, because such claims were not liens, and the said John Z. Yates and Edgar Lawshe took

no steps, to secure liens, as they should have done under section 2460 of the Code of Virginia as amended, on the fund distributed as aforesaid; such fund being in no-wise subject to the liens of the judgments obtained by them on their said claims against said John Howell.

The sum of \$4.27 mentioned in said Report of said John B. Primer, Commissioner, as due to said Priscilla E. Jones, has not been included in nor added to, her said claim upon which ^{the} dividend of \$238.83 has been paid to her as aforesaid, because said sum of \$4.27 had been paid by Edward E. Holland, Trustee before such dividend was made.

The compensation, allowed by said decree to said Wilbur J. Kilby, Counsel for the Complainant in said cause, was fifty dollars subject to the proviso that no part thereof should be borne by, or paid out of, said dividend of \$238.⁸³ paid to said Priscilla E. Jones, While, therefore, the whole of said sum of \$50. was paid to said counsel, as appears above, the sum of \$15.⁰⁰, being the part thereof which, in the absence of said proviso, would have been payable out of said dividend of \$238.⁸³, has been refunded and paid to said Priscilla E. Jones, as appears by her counsel's receipt hereto attached.

A deed has been made by the undersigned to Mills E. Pruden conveying to him the land purchased by him under proceedings in said cause.

Respectfully submitted June 1st, 1900.
Wilbur J. Kilby, Special Commr.

Statement of claims constituting liens
under section 2460 of the Code of Virginia on the fund
under the control of the Court in the Chancery suit of
Tygert-Allen Fertilizer Company vs. Monell, Pruden & others

To Tygert-Allen Fertilizer Co.	100		
" Int. on \$100 from 1 July 1896 to 4 June 1898, - 1y. 11m. 3ds.	1155		
" Costs of warrant.	195		
	11350		
Paid 4 June 1898	4280		
	7070		
To Int. on \$70. ⁷⁰ from 4 June 1898 to 1 June 1900, - 1y. 11m 27ds.	678	=	7748
To Saml. S. Hosier	5		
" Int. on \$5. from 4 Mar. 1896 to 1 June 1900, - 4y. 2m. 27ds.	127	=	627
To Harper & West	412		
" Int. from 12 Mar. 1897 to 1 June 1900, 3y. 2m. 19ds.	80	=	492
To A. W. Cley	6		
" Int. from 4 Jan. 1896 to 1 June 1900, - 4y. 4m. 27ds.	230	=	830
To Henley M. Parker	6		
" Int. from 1 Jan. 1898 to 1 June 1900, - 2y. 5m	87	=	687
To Joseph P. Haele	6		
" Int. from 21 Jan. 1898 to 1 June 1900, - 2y. 4m. 10ds.	85	=	685
To E. L. Folk & Co.	4467		
" Int. from 1 Jan. 1897 to 1 June 1900, - 3y. 5m.	915	=	5382
To Chorlett & Bro.	4549		
" Int. from 1 July 1898 to 1 June 1900, - 1y 11m.	523	=	5072
To Robt. R. Allen	50		
" Int. from 1 Augt. 1896 to 1 June 1900, - 3y. 10m.	1150		6150
Carried on			27673

Brought on			27673
To M. P. Hubbard & Co.	70		
" Int. from 18 July 1896 to 1 June 1900, - 3y. 10m. 13ds.	1610		
" Costs of suit	145	=	8755
To Virginia Manuf. Co.	7280		
" Int. from 25 June 1898 to 1 June 1900, - 1y. 11m. 6ds.	844		
" Costs of suit	354	=	8478
To Annie J. Garden	90		
" Int. from 2 Jan. 1898 to 1 June 1900, - 2y. 4m. 29ds.	1305	=	10305
To Wm H. Holmes	171		
" Int. from 1 Jan. 1897 to 1 June 1900, - 3y. 5m.	3506	=	20606
To Priscilla E. Jones	850		
" Int. from 12 Dec. 1895 to 1 June 1899, - 3y. 5m. 19ds.	177		
	1027		
Paid 1 June 1899	17483		
	85217		
To Int. on \$850, from 1 June 1899 to 20 Dec. 1899, - 6m. 20ds.	2834		
	88051		
Paid 20 Dec. 1899 by E. E. Holland, Trustee	54586		
	33465		
To Int. on \$334. ⁶⁵ from 20 Dec. 1899 to 1 June 1900, - 5m. 11ds.	892		
	34357		
To Taxes and Insurance \$39.10			
" " due Town of Suffolk. 8.85	4795	=	39152
			114969
Recapitulation:			
Due Pygert-Allen Fertilizer Co.	7748		
" the other creditors	107221		
	114969		

Received of Wilbur J. Kilby,
Special Commr. the respective sums
of money charged in the forego-
ing Report as paid to us and
set opposite our respective names
as follows:

A. P. Gomer, clerk, State Tax	\$ 1.50
A. P. Gomer, clerk, fees	\$ 11.55
A. W. Baker, Sheriff	\$ 3.50
R. R. Smith, clerk	\$ 2.50
John B. Finney Commr in Chy.	\$ 20.00
J. Walter Foster, Clerk	6.00
Wilbur J. Kilby, Atty. for Tugent-Allen Fert. Co.	\$ 77.48
Samuel S. Hazen by R. H. Rawls, atty	\$ 3.82
R. H. Rawls, atty for Harper & Wash	\$ 3.00
R. H. Rawls, atty for A. W. E. by	\$ 5.06
R. H. Rawls, atty for Henry M. Parker	\$ 4.19
Jos. P. Hall by R. H. Rawls, atty	\$ 4.18
R. H. Rawls, atty for E. L. Fock Co	\$ 32.83
Wm. H. Smith by R. H. Rawls, atty	\$ 30.94
Robt. R. Allen by R. H. Rawls, atty	\$ 37.52
M. P. Hubbard Co by R. H. Rawls, atty	\$ 53.40
W. H. Holmes by R. H. Rawls, atty	\$ 125.69
Annie J. Darden by R. H. Rawls, atty	\$ 62.86
Priscilla E. Jones by E. E. Horeand Atty	238.83
Priscilla E. Jones by E. E. Horeand Atty	15.00
Virginia Manfg Co by E. E. Horeand Atty	51.72

The Tygart-Allen Fer-
tilizer Co.

vs. } In Chy.

Monell & als.

Report of collections
and disbursements
under decree of 20th,
April 1900.

Confirmed 9 Octo. 1900

1900 June 9th Filed
A P Somers cks

FARM FOR SALE—

By authority of a decree of the Circuit Court for the county of Nansemond pronounced on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Court-house door of said county, on County Court day,

MONDAY, DECEMBER 11, 1899,

at 12 o'clock M., the following real estate, upon which Mills E. Pruden resides, and known as the John Monell farm, to wit:

All that certain tract or parcel of land situated a short distance from Kilby Station, and in Chuckatuck Magisterial district, in said county and State, containing fifty-one (51) acres, more or less, and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the county road to the Norfolk and Western railroad); on the east by the lands of Henry T. Taylor, formerly John Monell; on the south by the lands of Thomas W. Smith, formerly Sawyer Watkins, and on the west by the lands of James Porter.

TERMS OF SALE.—One-fourth of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute bonds with waiver of the benefit of his exemption, and with good security, in evidence of the deferred payments, and the title to the land to be retained until the further order of Court.

Possession given January 1, 1900.

WILBUR J. KILBY,

Special Commissioner.

J. WALTER HOSIER, Crier.

no24-3t

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the bond required of Wilbur J. Kilby, special commissioner under the decree of said Court entered on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November, 1899.

A. P. GOMER, Clerk.

FARM FOR SALE!

By authority of a decree of the Circuit Court for the county of Nansemond pronounced on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, DECEMBER 11th, 1899,

at 12 o'clock M., the following real estate, upon which Mills E. Pruden resides, and known as the John Monell farm, to wit:

All that certain tract or parcel of land situated a short distance from Kilby Station, and in Chuckatuck Magisterial district, in said county and State, containing fifty-one (51) acres, more or less, and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the county road to the Norfolk and Western railroad); on the east by the lands of Henry T. Taylor, formerly John Monell; on the south by the lands of Thomas W. Smith, formerly Sawyer Watkins, and on the west by the lands of James Porter.

TERMS OF SALE:

One-fourth of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute bonds with waiver of the benefit of his exemption, and with good security, in evidence of the deferred payments, and the title to the land to be retained until the further order of Court.

Possession given January 1, 1900.

WILBUR J. KILBY,

J. WALTER HOSIER, CRIER.

SPECIAL COMMISSIONER.

13 November, 1899.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the bond required of Wilbur J. Kilby, special commissioner under the decree of said Court entered on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November, 1899.

A. P. GOMER, Clerk.

I, AZRA P. GOMER, Clerk of the Circuit Court of Nansemond County, ~~Virginia~~,
do certify that the bond required of Wilbur J. Kilby

~~made~~ ^{entered} on the 20th day of October, 1899, in the Chancery cause pending
in said court between The Pygott-Klen Fertilizer Company,
John Mouell and others,, complainant, and Mills E. Pruden,
John Mouell and others,, defendants,
has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November 1899.

A. P. Gomer, Clerk.

Virginia:
Circuit Court for the County
of Chausemond, to wit:

The Tygent-Allen Fertilizer Company
Against } In Chancery
Monell, Pmden & al.

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 20th,
day of October 1899 in the Cause
in Chancery in said Court de-
pending between the The Tygent-
Allen Fertilizer Company, Com-
plainant, and John Monell, Mills
& Pmden and others, Defendants,
the undersigned, Wilbur J. Kilby,
Special Commissioner, appoint-
ed for the purposes named in
said decree, respectfully reports
to Court as follows:

That after he had executed
before the clerk of said Court
the bond required of him by
said decree and had obtained
of said clerk a certificate of the

due execution of such bond to be appended to the advertisement of the sale herein mentioned. Your Commissioner proceeded to sell the parcel of land mentioned and described in the Bill in said cause, and on county-court day Monday, the 11th day of December 1899, did sell said land by public auction before the court-house door of said county, on the terms and conditions named in said decree, to Mills E. Pruden, the highest bidder, for the sum of eight hundred and thirty (830) dollars:

That before proceeding to make said sale, Your Commissioner advertised the time, place, and terms of said sale by printed notices posted in the neighborhood of said land, at said court-house door, and at several public places in said county for a period of more than two successive weeks, and by publication of notice of the sale once a week for two successive weeks in the "The Suffolk Herald," a newspaper, printed and published in the Town of Suffolk in

said County;

That a copy of said certificate, ~~was~~ 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;

That the title to said land was retained until the further order of court;

That the land sold as aforesaid consists of all that certain tract or parcel of land situated and being in Chuckatuck Magisterial District in the County of Chauceumond and State of Virginia, containing fifty-one (51) acres, more or less, and bounded on the North by ~~the North~~ by the land of C. C. Priden (along whose line it runs as indicated by a line of marked trees from the County road to the Norfolk and Western Railroad Company), on the East by the land of Henry P. Baylor, formerly John Monell, on the South by the land of Thomas W. Smith, formerly Sawyer Watkins, and on the West by the land of James Porter, together with all and singu-

lar the appurtenances belonging to the same;

That in compliance with the terms of said sale, the said Mills E. Pender paid Your Commissioner one-fourth of said sum of eight hundred and thirty dollars, to wit, the sum of \$207.50 in cash, and for the residue of said sum of \$830, executed his two bonds each for the sum of \$311.25 with Joseph P. Williams as his surety, dated the 11th day of December 1899 and payable to Your Commissioner six and twelve months respectively after their dates with interest from their dates;

That said two bonds each for \$311.25 are herewith returned while said sum of \$207.⁵⁰ in cash remains in Your Commissioner's hands subject to the order of court.

Respectfully submitted this
4th day of April 1900

Wilbur J. Kilby,
Special Commissioner,

1900 May 7th. Received of A. P. Gomer,
clerk of the Circuit Court of ^{County} Chaussemond
the two Bonds of Mills E. Prouden and
Joseph T. Williams, his surety, each for
the sum of \$311.²⁵ mentioned in the
foregoing Report;—such bonds having been
received in pursuance of the decree of
20 April 1900 in the cause mentioned
in said Report and for the purposes
named in said decree.

Wilbur J. Kilby,
Special Commr.

The Tygert-Allen Fert. Co.

vs. } In Chy.

Monell, Prouden & als.

Report of sale of
land under decree
of 20th. Octo. 1899

Filed by leave of
the court and con-
firmed 20th. April
1900

To The Tygert-Allen Fertilizer Company

and John Monell, Mills E. Pruden, Odelia M. Archer and Henry Lee Archer, her husband, Robert Stanley Pruden, Ava T. Pruden, Maggie B. Pruden, Samuel Beale Pruden, John W. Pruden, Emma B. Pruden and Mills Talmage Pruden, the ~~seven~~ last named being infants under the age of twenty-one years, and James H. Burges Guardian ad litem for said infant. Defendants

You are hereby notified that on the — 29th — day of September 1899 at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Va., rendered the 17th day of April 1899 in the suit in chancery pending in said Court to which you are parties plaintiff and defendantS, to wit:

1. An Account of the debts of the said John Monell, constituting liens upon his real estate according to their dignities and priorities.
2. An Account of the said real estate or any other real estate belonging to the said John Monell upon which said debts are liens together with its fee simple and annual value.
3. An Account of any matters specially stated deemed pertinent by himself or which any of the parties may require to be stated.

Given under my hand, as Commissioner in Chancery of said Court, this 11th day of September 1899

John B. Pinner
WILBUR J. KILBY,

Commissioner in Chancery.

We the undersigned accept service of the within
notice, Mills. E. Pringle, Trustees
Guardians and Administrators of the
estate of the late
Jno Morrell
The Tugent & Allen Fertilizer
Company. By Wilbur L.
Kilby, its attorney.

Executed by delivery of a true copy hereof to
Odelia M. Archer and Henry Lee Archer
J. A. Dickey,
Deputy for Alex. H. Baker, Sheriff
of Commonwealth County, Va.

Commissioner's Office,

Suffolk, Va.

September 30th, 1899

The Tygert-Allen Fertilizer Co.

Complainant.

vs.

In Chancery.

John Monell and Annie F. Pruden and
Mills E. Pruden her husband, Odelia M. Archer and
Henry Lee Archer her husband, Robert
Stanley Pruden, Ava L. Pruden, Maggie B.
Pruden, Samuel Beale Pruden, John M.
Pruden, Emma R. Pruden and Mills Tal-
mage Pruden, the ~~last~~ last named being
infants under the age of twenty-one
years

Defendants

To the Circuit Court of Nansemond County:-

Pursuant to the decree of the Court pronounced in the
above entitled cause on the 17th. day of April, 1899, the undersign-
ed, one of the Commissioners of this Court, having first given no-
tice as required by law, which notice is herewith returned duly
acknowledged and served, proceeded on the day named in said notice
to take the accounts as directed in said decree and beg to re-
port upon said accounts as follows,

1. An Account of the debts of the said John Monell

constituting liens upon his real estate according to
their dignities and priorities.

Your Commissioner begs to report that the following debts are
due by John Monell and upon which the creditors have secured judg-
ments which are duly docketed in the Clerk's Office of Nansemond
County the same constituting liens upon the real estate of the
said John Monell,

1. A Judgment in favor of John Z. Yates docketed September
17, 1897 for \$16.12 with interest from 14th. March 1896 and \$1.45
costs.

2. A judgment in favor of M.P.Hubbard and Co. docketed.

September 18, 1897 for \$70 with interest from July 18, 1896 and \$1.45 costs, said judgment having been obtained against John Monell and Isaac J. Monell trading as I.J. Monell and Brother.

3. A judgment in favor of The Tygert-Allen Fertilizer Company docketed February 9, 1898 for \$100 with interest from July 1, 1896 subject to a credit thereon of \$42.80 June 4, 1898 and \$1.95 costs said judgment having been obtained against John Monell and Isaac J. Monell trading as I.J. Monell and Brother.

4. A judgment in favor of Edgar Lawshe docketed June 25, 1898 for \$20 with interest from July 15, 1897 and \$3.54 costs, said judgment having been obtained against John Monell and Isaac J. Monell trading as I.J. Monell and Brother.

5. A judgment in favor of The Virginia Manufacturing Company docketed June 25, 1898 for \$72.80 with interest from June 25, 1898 and \$3.54 costs said Judgment having been obtained against said John Monell and Isaac J. Monell trading as I.J. Monell and Brother.

Your Commissioner begs to report further:—that the following debts are due by John Monell unto petitioning creditors in the above entitled cause and that the same by operation of law (Code of Virginia Ch. 109 Sec. 2460 and amendments thereto Edition 1887) constitute liens upon the real estate of the said John Monell.

1. An Account in favor of W.H. Holmes for \$171 with interest on the same from Jan. 1, 1897.

2. A note in favor of R.R. Allen for \$50 with interest from August 1, 1896.

3. An Account in favor of H.M. Parker for \$6 dated June 22, 1898

4. An Account in favor of S.S. Hosier for \$5 dated March 4, 1896.

5. An Account in favor of J.P. Hall for \$6 dated June 21, 1898

✓ 6. A Note in favor of A.J.Darden for \$90 with interest from January 2, 1898.

✓ 7. An Account in favor of Dr. A.W.Eley for \$6 dated Jan 4, 1896

✓ 8. An Account in favor of Harper and West for \$4.12 dated June 1, 1898.

✓ 9. An Account in favor of Norfleet and Brother dated *1 July 1898*

✓ 10. An Account in favor of E.L.Folk and Co. for \$44.67 dated January 22, 1898.

✓ 11. A bond in favor of Priscilla E. Jones dated the 12th day of December 1896 for the sum of \$850 which debt is more explicitly described in response to Account 3 required to be taken by said decree hereinafter set out.

✓ 12. An account in favor of M.P.Hubbard ^{and Co.} as hereinbefore named among the judgment creditors under caption 2

✓ 13. An Account in favor of The Virginia Manufacturing Company as hereinbefore named among the judgment creditors under caption 5.

The claims of the petitioning creditors are all with the papers in said cause and are all marked "Filed July 11, 1898" Those noted above as 3, 4, 5, 7, 8, 10 & 11 are against John Monell individually

while 1, 2, 6, 9, 12 and 13 are against John Monell and Isaac J. Monnell trading as I.J. Monell and Brother.

All of said debts hereinbefore mentioned are of equal dignity.

2. An Account of the said real estate or any other real estate belonging to the said John Monell upon which said debts are liens together with its fee simple and annual values.

Your Commissioner begs to report that the real estate of which

including the real estate the subject of this suit
John Monell is possessed as disclosed by the records in the Clerk's

Office of the Nansemond County Court are

1. The real estate mentioned and described in the bill in this cause the fee simple value of which your Commissioner begs to state from the best evidence obtainable by him is \$700 and its annual value \$50.

2. A house and lot on the East side of North Street in Suffolk, Virginia the fee simple value of which your Commissioner begs to state from the best information obtainable by him is \$700 and its annual value \$72.

3. An Account of any matters specially stated deemed pertinent by himself or which any of the parties may require to be stated

Your Commissioner begs to report with reference to the claim of Mrs. Priscilla E. Jones that the same is evidenced by a bond dated the 12th. day of December 1890 for the principal sum of \$850 with interest on the same from the 12th. day of Dec. 1895, and that the said bond is to be credited with the amount of rents which have been collected from the tenants occupying the said house and which paid at intervals between March 20th. 1897 and June 1st. 1899 amount to \$174.83 and the property is chargeable with taxes and insurance paid by Mrs. Jones in the amount of \$39.10 and there is an unpaid tax due with costs and penalties to the Town of Suffolk amounting to \$8.85. There is also an unpaid insurance premium due on account of insurance on the house amounting to \$4.27. The said debt is secured by a deed of trust from John Monell to E.E. Holland Trustee for Priscilla E. Jones which deed is duly recorded in the Clerk's Office of the Nansemond County Court.

Respectfully submitted

John P. Pinner
Commissioner in Chancery

Fee \$10.

" \$1.00

Court
sheriff

Suggert-Allen Fertilizer Co

U.

John Monell

Report of Commissioner

Report of liens and
land under decree
of 17th. April 1899,

Confirmed 20th. Octo.
1899

1899 Sept 30th
S. P. Gomerick

FARM FOR SALE!

By authority of a decree of the Circuit Court for the county of Nansemond pronounced on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, DECEMBER 11th, 1899,

at 12 o'clock M., the following real estate, upon which Mills E. Pruden resides, and known as the John Monell farm, to wit:

All that certain tract or parcel of land situated a short distance from Kilby Station, and in Chuckatuck Magisterial district, in said county and State, containing fifty-one (51) acres, more or less, and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the county road to the Norfolk and Western railroad); on the east by the lands of Henry T. Taylor, formerly John Monell; on the south by the lands of Thomas W. Smith, formerly Sawyer Watkins, and on the west by the lands of James Porter.

TERMS OF SALE:

One-fourth of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute bonds with waiver of the benefit of his exemption, and with good security, in evidence of the deferred payments, and the title to the land to be retained until the further order of Court.

Possession given January 1, 1900.

WILBUR J. KILBY,

J. WALTER HOSIER, CRIER.

SPECIAL COMMISSIONER.

13 November, 1899.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the bond required of Wilbur J. Kilby, special commissioner under the decree of said Court entered on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November, 1899.

A. P. GOMER, Clerk.

FARM FOR SALE!

By authority of a decree of the Circuit Court for the county of Nansemond pronounced on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, the undersigned will sell by public auction to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, DECEMBER 11th, 1899,

at 12 o'clock M., the following real estate, upon which Mills E. Pruden resides, and known as the John Monell farm, to wit:

All that certain tract or parcel of land situated a short distance from Kilby Station, and in Chuckatuck Magisterial district, in said county and State, containing fifty-one (51) acres, more or less, and bounded on the north by the lands of A. C. Pruden (along whose line it runs as indicated by a line of marked trees from the county road to the Norfolk and Western railroad); on the east by the lands of Henry T. Taylor, formerly John Monell; on the south by the lands of Thomas W. Smith, formerly Sawyer Watkins, and on the west by the lands of James Porter.

TERMS OF SALE:

One-fourth of the purchase-money will be required in cash, and the remainder in equal sums at the end of six and twelve months, respectively, with interest from the day of sale; the purchaser to execute bonds with waiver of the benefit of his exemption, and with good security, in evidence of the deferred payments, and the title to the land to be retained until the further order of Court.

Possession given January 1, 1900.

WILBUR J. KILBY,

J. WALTER HOSIER, CRIER.

SPECIAL COMMISSIONER.

13 November, 1899.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the bond required of Wilbur J. Kilby, special commissioner under the decree of said Court entered on the 20th day of October, 1899, in the chancery cause pending in said court between The Tygert-Allen Fertilizer Company, complainant, and Mills E. Pruden, John Monell and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 13th day of November, 1899.

A. P. GOMER, Clerk.

The Tygert-Allen Fertilizer Company
vs.
Monell, Pruden & Co.

It appearing to the Court that Robert Stanley Pruden, one of the defendants, has attained his full age of twenty-one years, it is ordered that this cause henceforth proceed against him as an adult defendant.

And thereupon this cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioner, Wilbur J. Kilby, this day filed by leave of the Court, (the same being a Report of the sale of the land therein mentioned and described, in pursuance of the decree entered herein on the 20th day of October 1899), and was argued by counsel.

On consideration whereof the Court doth approve and confirm said sale and said Report to which no exception has been taken, and doth adjudge, order and decree that said Special Commissioner, Wilbur J. Kilby, receive of the clerk of this Court

the two bonds of Mills E. Pruden and his surety, Joseph J. Williams, filed with said Report, each for the sum of Three hundred and eleven dollars and twenty-five cents dated the 11th day of December 1899 and payable to said Commissioner six and twelve months respectively from their dates with interest from their dates, and that said Commissioner proceed to collect the principal sums of said bonds at their maturity with the interest due thereon, or receive the same, if the obligors should desire to pay the same with the interest due thereon to the day of payment, at any time before the maturity of said bonds, and, upon the payment, or collection of said principal and interest, make to said Mills E. Pruden a deed with special warranty in the usual form conveying to him the said parcel of land purchased ^{by} by him as stated in said report. And it is ordered that said clerk deliver to said Commissioner the said bonds for the purpose aforesaid and take of him a receipt for such bonds

to be filed with the papers in this cause,

And the Court doth further, ad-
judge, order and decree that said
Commissioner do, out of the money
he may collect or receive as afore-
said together with the sum of two
hundred and seven dollars and
fifty cents, already in his hands
as stated in his said Report, pay
first in full all the costs of
this cause and expenses of said
sale including ^{by consent of parties} the sum of fifty
dollars to counsel for the Com-
plainant ^{payable out of the proceeds of the credit of said sale and} for his services ^{except that the said proceeds of said sale shall not be subject to such}

And being of the opinion that the
claim of the Complainant has priori-
ty over all other claims filed or
proved in this cause as set forth
in the Report of Commissioner, John
B. Primer, filed herein on the 30th
day of September 1899, the Court doth
further adjudge, order and decree that
said Special Commissioner, Wilbur
J. Kilby, do, ^{pay} out of said money
the claim of the Complainant in
full ^{or so much thereof as may remain unpaid} and then pay out and
distribute the remainder of said
money pro rata to and among the hold-
ers of all the other claims (except
the claim of the Complainant, which
is to be paid as aforesaid), proved
or filed herein as stated in said
Report of Commissioner, John B. Primer,

The Pigert-Allen Fert.
Co. vs. J. M. Chy.

Monell, Pruden & Co.

In the Circuit Court
for the County of
Chautauque,

April 20, 1900

Decree

To be entered

Robert D. Pruden

Entered in Chancery
Order Book No 3 Page 289

and make report to court of
his transactions under this de-
cree.

The Tygert-Allen Fertilizer Company
vs.
John Mouell &als

This cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner, John B. Piimer, filed herein on the 30th day of September 1899 (the same being a Report of the debts due by the defendant, John Mouell, and of his real estate upon which said debts are liens, in pursuance of the decree entered herein on the 17th day of April 1899), and was argued by counsel.

On consideration whereof the Court doth approve and confirm the said Report to which no exception has been taken.

And it appearing that the Complainant and the Petitioners whose petitions have been filed in this cause, all of whom are
○ Creditors of the defendant, John

Monell, have, and are entitled to, liens upon the parcel of land mentioned and described in the Bill in this cause and that they are entitled to all the relief in respect to said land which they would be entitled to after obtaining judgments or decrees for their claims which they might be entitled to recover, the Court doth adjudge, order, and decree, that said parcel of land, be sold, and that Wilbur J. Kilby, who is hereby appointed Special Commissioner for the purpose, proceed to sell ~~said~~ the same by public auction before the Courthouse door of this County on some County Court day on the terms of payment by the purchaser of one-fourth of the purchase-money in cash and the remainder in equal sums at the end of six and twelve months respectively with interest from the day of sale: the

purchaser to execute bonds with waiver of the benefit of his exemption and with good security, in evidence of the deferred payments, and the title to the land ~~thus~~ to be retained until the further order of Court.

But before proceeding to make said sale said Special Commissioner will advertise the time, place and terms of the sale by printed notices to be posted in the neighborhood of said land, at said Courthouse door, and at several public places in said County for two successive weeks prior to the sale, and by publication of the notice of the sale once a week for two successive weeks in the "Suffolk Herald", a newspaper printed and published in the Town of Suffolk in said County, and will execute before the Clerk of this Court, a bond in the penalty of ~~twelve~~ hundred dollars, with good security, payable to the Commonwealth of Virginia

and conditioned for the faithful discharge by him of ~~his~~ the duties of his office, post, or trust as Special Commissioner under this decree and all other decrees he may be required to execute in this cause, and will obtain of the said clerk a certificate of the due execution of said bond and append to the advertisement of said sale, such certificate, or a copy thereof.

And it appearing from said Report that the claim of Priscilla E. Jones, one of said Petitioners, against said John Monell, is secured by a deed of trust made by said John Monell to E. E. Holland, Trustee, conveying a house and lot on the east side of North Street in the Town of Suffolk, to secure the claim of said ^{the principal} Jones, which is eight hundred and fifty dollars subject to sundry credits, and that in order to the proper settlement of the

matters in dispute in this
cause, the said deed of trust
should be foreclosed by a sale
of said house and lot and
the application of the proceeds
of the sale according to the terms
of said deed, the Court doth
adjudge, order and decree that
said house and lot men-
tioned in said deed be
sold by said E. C. Holland, the
Trustee named in said deed,
~~so soon as he shall be requested so to do by the said Court~~
on the terms and conditions
named in said ~~deed~~ ^{deed} or other-
wise according to law, ^{that he} and
apply the proceeds ^{of the sale} as direct-
ed by said deed, and render
a statement of his accounts
to said Special Commissioner.
And said Special Commis-
sioner will make report to
Court of his transaction un-
der this decree

The Pygert-Allen Fer-
tilizer Co.

vs. } In Chy.

Monell & als.

In the Circuit
Court for the County
of Chautauque
20 Octo. 1899

Decree

To be entered

Octo 20, 1899

Wm. H. Smith

Entered in Chancery
Order Book No. 3.
Page 251.

The Tygert-Allen Fertilizer
Company. Complainant

Against } In Chancery.

John Monell, and Annie F.
Pruden and Mills E. Pruden
her husband, Adelia M. Archer
and Henry Lee Archer ^{her husband} Robert
Stanley Pruden, Ira L. Pruden,
Maggie B. Pruden, Samuel Beale
Pruden, John M. Pruden, Emma
R. Pruden and Mills Talmage
Pruden, the ~~seven~~ last-named
being infants under the
age of twenty-one years. Defendants.

It appearing that the seise
facias awarded on the 3d.
day of February, 1899 against
Adelia M. Archer and Henry
Lee Archer, her husband, Robert
Stanley Pruden, Ira L. Pruden, Mag-
gie B. Pruden, Samuel Beale Pru-
den, John M. Pruden, Emma R.
Pruden and Mills Talmage Pru-
den, the seven last-named being
infants under the age of
twenty-one years, ^{and all except said Henry Lee Archer being} children - and

heirs at Law of the defend-
ant, Annie F. Pruden, de-
ceased, returnable to rules
held for this Court in the of-
fice of the clerk of this Court,
on the first Monday in Feb-
ruary 1899, to wit, on the 6th,
day of February 1899, has been
duly executed on the said
adults Adelia M. Creher and
Henry Lee Creher, her husband,
and ~~Robert Stanley Pruden~~,
and they failing to ^{appear and} show any
cause why this suit should
not be revived and prosecuted
against them; ~~it is ordered~~
~~that this suit be revived and~~
~~hereafter be conducted against~~
~~the said and the joint and~~
~~separate answers of the said~~
~~infants, by J. M. Burges, Attorney~~
~~at Law, their guardian ad litem~~
~~appointed at said Rules to de-~~
~~fend them in this suit, it is~~
~~ordered that this suit be revived~~
~~and hereafter be conducted a-~~
~~gainst the said Adelia M. Creher~~
~~and Henry Lee Creher, her husband~~

Robert Stanley Pruden, Ara L. Pruden,
Maggie B. Pruden, Samuel Beale Pru-
den, John M. Pruden, Emma R.
Pruden and Mills Talmage Pru-
den as defendants,

and therefore this cause came
on this day to be ~~again~~ heard
on the Complainant's Bill taken
for confessed as to the adult
defendants, ~~John Monell~~, Annie
H. Pruden and Mills E. Pruden, her
husband, Adelia M. Archer and
Henry Lee Archer, her husband, and
~~Robert Stanley Archer~~, on whom
process ~~has~~ been duly served, and
they still failing to appear and
plead, demur ~~said~~ answer; on
the exhibit filed with said Bill;
on the answer of the defendant,
John Monell; ~~and~~ on the joint
and separate answers of said in-
fant defendants ^{Robert Stanley Pruden}, Ara L. Pruden, Mag-
gie B. Pruden, Samuel Beale Pruden,
John M. Pruden, Emma R. Pruden,
and Mills Talmage Pruden by J. W.
Burgess, Attorney at Law, their guard-
ian ad litem appointed at Rules
as aforesaid to defend them in this
suit; on the several Petitions of

Priscilla E. Jones, The Virginia Manufacturing Company, William H. Holmes, Robert R. Allen, Joseph P. Hall, Henley M. Parker, Samuel S. Hosier, Annie J. Larden, Alfonso W. Eley, John B. Chiffleet and Robert J. Chiffleet trading as Chiffleet and Brother, E. L. Folk trading as E. L. Folk and Company, Luzerne P. Harper and Junius E. West trading as Harper and West, and M. P. Hubbard trading as M. P. Hubbard and Company, all filed herein on the 11th day of July 1898; ^{and} on the ^{filed herein on the 31st day March 1899} examinations of witnesses, with general replications to said answers, and was argued by counsel.

On consideration whereof, the Court is of the opinion that the deed of bargain and sale mentioned in said Bill (a copy of which is filed with said Bill and marked "Exhibit A"), made by the said John Mouell on the 15th day of April 1896 to his sister, said Annie

A. Pmden, and recorded in the office of the clerk of the County Court for Chaussemand County, ^{on the 12.} third day of September 1896 on page 144 in deed-book ch. 38, conveying the land therein mentioned to said Annie F. Pmden, was executed without valuable consideration and with intent on the part of said John Monell to delay, hinder and defraud his creditors and with notice to, or on the part of, said Annie F. Pmden of such fraudulent intent. The Court doth, therefore, adjudge, order and decree that said deed be, and the same is hereby, ~~de-~~ ~~clared~~ cancelled, annulled and set aside as to said creditors.

And the Court doth further adjudge, order and decree that the papers in this cause be referred to one of the Commissioners in Chancery of this Court who is hereby directed to take, state, settle and report to Court the following accounts, to wit:

1. An account of the debts of the said John Monell constituting liens upon his real estate according to their dignities and priorities.

2. An account of the said real estate, or any other real estate, belonging to said John Monell upon which said debts are liens together with its fee-simple and annual value.

3. An account of any matters specially stated deemed pertinent by himself, or which any of the parties may require to be so stated.

And said Commissioner will make report to Court of his proceedings under this decree.

The Tygert-Allen
Fertilizer Co.
vs. } In Chy.
Monell & als.

In the Circuit
Court of Chause-
mond County
April 17th 1899

Decree
To be entered

Robert H. Huntis

Recorded in
#12 & Page 209

The Tygert-Allen Fertilizer Com-
pany, Complainant

Against
John Monell and Annie
F. Pruden and Mills E. Pru-
den, her husband, Defendants

With the consent of the parties,
here entered of record, the Court
doth adjudge, order and de-
cree that this cause may be
submitted to the Judge of this
Court for such decision and
decree therein in vacation as
might be made in term.

Sygert-Allen
Fertilizer Co.,
vs. } In Chy.

Monell Sales.

In the Circuit
Court for the County
of Chautauque
11 October 1898

Doeree

To be entered

~~Robert R. Paulis~~

We consent to this de-
cree. Wilbur J. Kilby

att. for Plaintiff

R. R. Paulis att. for
Petitioner & Mrs. Monell

E. S. Hallen att. for
Petitioner

E. S. Hallen att.
Entered in Chancery
O.B. 3 Page 162