

1901-002

Nansemond Co (Suffolk) Chancery Causes: American Fertilizing Co vs William T. Jordan & wife

Jones, Arthur, Williams, Matthews, Pool, Trammell

Amer. Feet Leo Ws Jordan

Costs

A. Plymer

CLK

745

RR Smith

" Coch

225

Sheriff

Wm Day

Atty

\$9.70

1 00

1 50

15 00

\$27.20

leasts

W. J. Hilby Atty. The American Tent. Co.

1898

Aug. 19.

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

~~For and Recording Fee~~	for copying deed from	\$ 1.25
W. J. Jordan to Amanda C. Jordan		1.00
For Copying Charlotte Arthur's will		\$ 2.25

1901 Aug 27th Paid C. P. Somers, Clerk.

At Rules held in the Clerk's
Office of the Circuit Court for
the County of Chaussemond on
the second day of July 1900:

The American Fertil-
izing Company.

Against } In Chancery.

William F. Jordan,
Amanda C. Jordan, his wife & als.

On the motion of the Com-
plainant, by counsel, James
M. Burges, a discreet and
competent attorney-at-law, is
appointed guardian to the de-
fendant, Arthur D. Jordan, who
is an infant under the age
of twenty-one years, to defend
him in this suit.

A. G. Gomer Clerk

American Fert. Co.

vs. } In Chy,

Jordan Falls

Order appoint-
ing guardian
ad litem.

2 July 1900

The Clerk of the Circuit Court of
Nausemond County will issue
process as follows,
American Fertilizing Company (a
Corporation)

Against-

William J. Jordan and Amanda C.
Jordan, his wife.

Summons in Chancery. To Rules
on the first Monday in September 1898

Tax \$1.50 paid.

Wilbur J. Kilby p. q.

August-17. 1898

American Fish Co
vs
W. T. Jordan

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

William S Jordan
and Amanda C Jordan his wife

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

a Bill in Chancery, exhibited against *them*
in the said Court by *American Fertilizing Company*
(a Corporation)

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *17th* day of

August, 189*8*, in the 12*3rd* year of the Commonwealth.

A copy—Teste:

Teste:

_____, CLERK.

A. P. Gomer, CLERK.

Executed this 2nd day of Sept- 1898 by delivering a true
Copy of the within Summons to Wm J Jordan and
Amanda C Jordan in person

J P Dersum Deputy
for N H Baker Sheriff

W J Kirby p. q.

American Street Co

a Corporation

vs.

In Chancery.

Wm J Jordan &
Amanda C Jordan

1898

September Rules.

Shuck Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 167

American Fertilizing Company
(a corporation)

vs

Jordan & als.

On the motion of the Com-
plainant by its attorney leave
is given it to file its a-
mended and supplemental
Bill; and such bill is ~~filed~~
this day filed accordingly.
And on motion of the de-
fendants by their attorney this
cause is continued.

American Fert. Co.
(a corporation)

vs } In Chy.

Jordan & als.

In the Circuit
Court for the
County of Chause-
mond

April 19th. 1901

Order

To be entered

Robert R. Mills

Entered in Chancery
Order Book No 3 Page 365.

American Fertilizing Company (a
corporation)

vs.

William J. Jordan and wife

It appearing that since
the institution of this suit
Amanda C. Jordan, one of
the defendants, has departed
this life leaving Martha G. Jones,
wife of Jeremiah Jones, James E.
Jordan, Rhoda A. Williams, wife
of Edward H. Williams, and Ar-
thur D. Jordan, (the said Arthur D.
Jordan being an ~~minor~~ infant
under the age of twenty-one years),
her children, as her ~~heirs at~~
~~Law~~ ~~des~~ heirs at Law, on the
motion of the Complainant a
writ of ~~seque~~ ^{facias} is awarded a-
gainst ^{said} ~~Martha G. Jones~~ Martha G. Jones and Jer-
emiah Jones, her husband, James
E. Jordan, Rhoda A. Williams and
Edward H. Williams, her husband,
and Arthur D. Jordan, ^{commanding them} returnable
~~to appear there for or before the Judge of~~
~~the first day of the next term~~
~~of this Court, to~~ ~~cor.~~ ~~command~~
~~ing them~~ returnable to the first day
of the next term of this Court and
commanding them to show cause

if any they can, why the said
suit together with the proceedings
had therein should not be and
stand revived against them,
and proceed and be prosecuted
to a final decree therein and be
in all things in the same plight
and condition as it was in
at the time of the death of
said Amanda C. Jordan, and
further to do and receive what
this court shall in that part con-
sider.

~~And on the further motion of
the Complainant, James M. Burges,
a discreet and competent attorney-
at Law, is appointed guardian~~

American Fert. Co.
(a corporation)

vs. In Chy.

Wm. J. Jordan &
wife

In the Circuit
Court for the County
of Chaussemond
April 20th. 1900

Order

To be entered

Robert R. Huntis

Entered in Chancery
Order Book No 3
Page 288

American Fertilizing Com=
pany (a Corporation) Complainant
Against } In Chancery
William J. Jordan and Aman=
da C. Jordan, his wife, Defendants

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

American Fertilizing Co.

vs. } In Chy.

Jordan & al.

In the Circuit
Court of House-
mond County.

April 20, 1899

Order

To be entered.

~~Robert H. Rawles~~

We consent to this Or-
der.

Wilbur J. Kilby, Atty
for Complainant.

R. H. Rawles.

~~Robert H. Rawles~~

defendants. atty for

Entered in Change
Order Book No 3 Page 215

American Fertilizing Company
(a corporation) Complainant

Against

William T. Jordan and
Amanda C. Jordan, his
wife Defendants

On motion of the defend-
ants by counsel leave is
given ^{to the plaintiff in this cause} there to file their
separate answers with
exhibit; and said an-
swers and exhibit are
filed accordingly; and
on the further motion of
said defendants by their
counsel this cause is con-
tinued.

American Fer-
tilizing Co.

vs. } In Chy.

Jordan tal.

In the Circuit
Court of the
County of Cham-
berlain

October 14. 1898

Order

To be entered

Robert J. Mills

Entered in Chancery
Order Book No 3 Page 143

American Fertilizing Co.



\$ 889 ¹¹/₁₀₀

MOST WED & SONS, 50 CEDAR ST. N.Y.

NORFOLK, VA. June 22nd 1896

Thirty (30) days after date I promise to pay
to the order of American Fertilizing Co.
Five Hundred Eighty Nine ²²/₁₀₀ Dollars
at Burnside Sea View Norfolk Va without offset
Value received. The maker and endorser each hereby waive the
benefit of the homestead exemption as to this debt.

Due July 2nd 1896

W. J. Jordan

American Art. Co,
vs. } In Chy,
Jordan & al.

Exhibit A filed
with the Bill

The Commonwealth of Virginia
To the Sheriff of Nansemond
County Court.

Whereas a certain suit in equity has been depending in our Circuit Court for the County of Nansemond between the The American Fertilizing Company (a corporation), Complainant, and William B. Jordan and Amanda B. Jordan, his wife, defendants, and before a final decree was or could be had therein the said Amanda B. Jordan departed this life, leaving, as we are informed, the following children and heirs at law, to wit: Martha G. now the wife of Jeremiah Jones, James E. Jordan, Rhoda A. the wife of Edward H. Williams, and Arthur D. Jordan, the said Arthur D. Jordan only being a minor under the age of twenty-one years;

And whereas the said Complainant has applied for a Scire Facias against the said Martha G. Jones and said Jeremiah Jones, her husband, James E. Jordan, Rhoda A. Williams and Edward H. Williams, her husband, and Arthur D. Jordan, 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 Martha G. Jones and Jeremiah Jones, her husband, James E. Jordan, Rhoda A. Williams and Edward H. Williams, her husband, and Arthur D. Jordan (the said Arthur D. Jordan being a minor 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 July 1900, to wit: on the Second day of July 1900, to show cause, if any they can, why the said suit should not be and stand revived against them and proceed and be prosecuted to a final decree therein, and be in all things in the same plight and condition as it was in, at the time of the death of said Amanda G. Jordan; and further to do and receive 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 13th. day of June 1900, and of our foundation

the 124th year.

Teste:

A. J. Gomer, Clerk.

1900 June 29th Sufficient and legal service
of the foregoing process is hereby acknowledged
and accepted by each of us.

Martha E. Jones

J. C. Jordan

Rhoda A. Williams

A. D. Jordan

Jeremiah Jones,

E. H. Williams

The American
Fertilizing Co
vs In Chancery

Jordan & others

Scie Facias

1900

July Rules
First Monday

Process Book
No 2 Page 196.

Memorandum of an agreement made and entered into this 24th. day of April — A.D. 1882 between James Hargroves in his own right and as Executor of Charlotte Arthur deceased of the one part and William T. Jordan and Amanda C. Jordan his wife of the other parts. Whereas certain differences have arisen between the said James Hargroves and the said Amanda C. Jordan with reference to the land when the said Amanda C. Jordan is entitled to possession of the real estate devised to her by the last will and testament of Charlotte Arthur deceased, and whereas these differences have been compromised — now therefore this agreement witnesseth that the said James Hargroves agrees in consideration of the receipt of the rent of the said real estate for the current year 1882, to deliver the possession of the said real estate described in the said will. as "the place formerly belonging to P. H. Arthur" to the said William T. Jordan and Amanda C. Jordan his wife on the thirty-first day of December 1882. And the said James Hargroves covenants and agrees that from and after the 31. day of December 1882 he will assert no further claim to the rents or profits of the said real estate, or any

part thereof, or any right to hold further possession of the same on any account whatsoever. - And this instrument shall be sufficient authority to the said William J. Jordan and Amanda C. Jordan his wife, for taking full, complete and absolute possession of the said real estate devised to the said Amanda C. Jordan, by the Will of Charlotte Arthur deceased, on the 31. day of December 1882, but not before that time. -

James Hargroves

State of Virginia
Kausemund County } to wit:

I, Wilbur J. Kilby, a Notary Public in and for said County and State, do certify that James Hargroves, whose name is signed to the writing above bearing date the 24th. day of April A. D. 1882, has acknowledged the same before me in the county aforesaid. Given under my hand this 8th. day of May 1882

Wilbur J. Kilby
Notary Public

American Fert. Co.

vs. } In Chy.

Jordan & als.

Exhibit filed with
the answer of
Amanda C. Jordan.
14th, Octo. 1898.

Whereas W. T. Jordan of the
County of Nansemond in the
State of Virginia is justly
indebted to Amanda C. Jordan
of the said County and State
in the just and full sum
of nineteen hundred and fifty
nine dollars and seventy cents
(\$1959.70) the said indebtedness
being for rents collected by the
W. T. Jordan from tenants
who occupied and used the
lands and real estate in the
said County and State which
was and is the sole and sep-
arate estate of the said Aman-
da C. Jordan; said rents being
for the use and occupation of
the said real estate and
being the direct and separate
estate and property of the
said Amanda C. Jordan; and
said sum of \$1959.70 being the
rents which had accrued and
become due to the said Aman-
da C. Jordan from the said
real estate from the first day
of January 1883 to this date
and whereas the said Aman-

da C. Jordan has repeatedly demanded of the said W. T. Jordan that he pay to her the said sum of money due to her by him and whereas she the said Amanda C. Jordan now demands that he the said W. T. Jordan pay over to her the said sum of money so due to her by him; and whereas he the said W. T. Jordan finds himself unable at the present time to pay to ~~the~~ said Amanda C. Jordan the said sum of \$1959.70 which he hereby acknowledges that he justly owes to her in cash and whereas he is willing and anxious to pay to her the said sum.

Now therefore this deed ~~~~~
witnesseth that the said W. T. Jordan in consideration of the premises and of the release to him of the said indebtedness of \$1959.70 by the said Amanda C. Jordan doth this day hereby bargain sell

grant and convey unto her
the said Amanda C. Jordan
the following property to wit:
a tract of land situated in
Sleepy Hole District in Har-
semond County Virginia con-
taining one hundred acres
more or less and bounded
on the north by the lands
of S. F. Harrington or his wife
and Jeremiah Jones, on the
east by the lands of Jacob H.
Darden and Jeremiah Jones
on the south by the lands
of Jacob H. Darden and A. G.
Darden and on the west by
the Cross Swamp tract and
the lands of John Peak
which said real estate is
conveyed with General War-
ranty also the following per-
sonal property to wit: one
lot of household furniture
consisting of four beds and
steads and bedding; one lot of
Chairs safes bureaus wardrobes
secretaries mirrors carpets and
other household articles all
now located in the residence

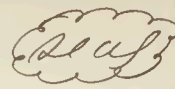
on the said tract of land also
one lot of kitchen furniture
consisting in part of dining
tables, stoves crockery ware, table
ware, tubs, basins, & all located
in the said residence also
one lot of farming implements
consisting of two carts and
wheels and harness, one buggy
and harness, plows, hoes, shovels
forks, drags, rakes, corn sheller
and axes

also one hundred barrels of
new corn now growing and
about matured on the said
farm hereby conveyed six tons
of hay; six thousand pounds of
fodder; one hundred barrels of
sweet potatoes, three horses and
mules seven hogs, five hundred
pounds of bacon; twelve ducks
fifty chickens and twenty guineas

All of which said property is
sold and conveyed to the said
Amanda C. Jordan in payment
and discharge of the said debt
of \$1959.70 due to her by the
said W. T. Jordan and the

same is accepted by her in
full payment of said in-
debtedness

Witness the following signature
and seal this 1st day of sep-
tember 1897.

W. J. Jordan. 

Virginia
Nansemond County, to wit:

I, R. H. Rawles a notary Pub-
lic for the County of Nansemond
in the state of Virginia do cer-
tify that W. J. Jordan whose
name is signed to the writing
above dated the 1st day of Sep-
tember 1897 has this day ack-
nowledged the same before
me in my County aforesaid.

Given under my hand this
1st day of September 1897.

R. H. Rawles

Notary Public

In the Clerk's office of Nansemond
County Court the 1st day of Sep-
tember 1897 this deed was pre-
sented with the certificate
annexed and admitted to record.

Teste: A. P. Gomer Deputy

A Copy Teste: R. R. Smith clerk for R. R. Smith clerk

American Fert. Co.

vs. } In Chy.

Jordan & al.

Exhibit B
filed with
the Bill

DTB 38. Page 654

The will of Mrs. Charlotte Arthur of
Nansemond County Va.

In the name of God Amen I,
Charlotte Arthur being of sound
and disposing mind and mem-
ory and considering the uncertain-
ty of this mortal life, do make
and declare this my last will
and testament in manner and
form following:-

Item. I desire that the place
formerly belonging to P H Arthur
be rented out until my debts
are paid

Item. I give to Wilson Arthur
and wife the tract of land
extending from Walnut tree
down to the point known as
"Wilson's Point" said tract of land
being part of the farm formerly
belonging to P H Arthur

Item I also give to Ann Arthur
(widow) (2) two acres of the place
formerly belonging to P H Arthur
the two acres to join the land
of Mr W. J. Wright.

Item. When my desires as
stated in above items shall
have been complied with I

give and bequeath to Amanda
C Jordan my right and title
in the place formerly belonging
to P H Arthur

I then, I give to Wm. J. Arthur the
amount of the bond which I hold
against him I give to P H Arthur
the amount of the bond which
I hold against him I give to F M
Arthur the interest on the two
bonds which I hold against
him that is the interest
until my death

I then, I give and bequeath
to Charlotte F. Arthur (1) one
bed and bedstead (1) one shuck
mattress (2) two pillows (2) two
pillow cases (2) two bolsters (2) two
Bolster cases (1) one pair of
blankets, ^{two pair of sheets} and (1) one quilt and
(\$400 \$100) four hundred dollars
in cash

I then, I give to Amanda C.
Jordan (1) one low black wal-
nut bedstead with all the
covering belonging thereto and
(1) one hair mattress

I then I give to Rhoda Jordan

the daughter of Amanda C
Jordan (1) set of large silver
spoons

I then, I give to Sallie A Hargnes
(\$100 %100) one hundred dollars

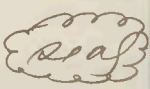
I then I give to my grand
daughter Anne Amelia Tramm-
mell (\$5 %100) five dollars

I then I give to P H Arthur my
clock.

I then, after my debts are paid
I desire that the residue of
my property be divided between
Amanda C. Jordan and Emma
F Hargnes.

I then, Lastly I do hereby nomi-
nate and appoint Mr Jas
Hargnes my whole and sole
executor of this my last will
and testament he paying my
just debts and legacies in
convenient time after my
decease

In testimony whereof I have
hereunto set my hand and
affixed my seal this 9th day
of January 1874

Charlotte Arthur 
Signed as her last will and

testament in presence of us
C. H. Hargroves
J. E. Parker
S. E. Raley

Virginia

In the County Court of Nansemond
County June 8th 1874

The last will and testament
of Charlotte Arthur deceased was
this day produced in court
by James Hargroves the executor
therein named sworn by the
oaths of C. H. Hargroves ~~the~~
and J. E. Parker two of the sub-
scribing witnesses thereto and
ordered to be recorded

And on motion of James
Hargroves the executor therein
named who made oath thereto
and entered into bond in the
penalty of two thousand
dollars conditioned according
to law with Wm. J. Jordan
his surety who justified as to
his sufficiency which bond
being acknowledged by the
obligors therein is ordered
to be recorded, certificate

of probate of the said will
is granted him in due
form.

Teste: W. E. Cohoon clk

A Copey
Teste;

A A Smith clerk

American Fert. Co.

vs. } In Chy.

Jordan & als.

Exhibit C.
filed with
the Bill

The depositions of F.L.Jones et als. taken at the office of R.H.Rawles in Suffolk Virginia on the 6th day of April 1899 by consent of all parties, plaintiff and defendants, to be read as evidence in behalf of Amanda C.Jordan and W.T.Jordan in a certain suit in equity depending in the circuit court of Nansemond County wherein the American Fertilizing Co. is plaintiff and Amanda C.Jordan and W.T.Jordan are defendants.

Present: W.J.Kilby Attorney for plaintiff, E.E.Holland and R.H.Rawles Attorneys for defendants.

F.L.Jones being duly sworn deposes and says as follows:

Q.1. What is your name, age residence, occupation and do you know the parties to this suit?

Ans. F. L. Jones, age about 44 years, residence Nansemond County Virginia, occupation farmer. I know the parties to this suit.

Q.2. Are you acquainted with the farm situated in Lower Parrish in this county known as the "P.H.Arthur" farm?

Ans. Yes sir.

Q.3. How long have you been acquainted with this tract of land?

Ans. Well, ever since I have been fifteen years old .

Q.4. Do you know to whom it belongs?

Ans. Yes sir. It belongs to Mrs.Amanda Jordan.

Q.5. How do you know this?

Ans. I tried to buy it once and I found out that she owned it.

Q.6. State whether you ever rented this farm or not?

Ans. Yes sir, I rented this farm two years.

Q.7. What years were they?

Ans. The years 1892 and 1893.

Q.8. How much rent did you pay for it per year?

Ans. The first \$125. the next \$130. or \$135. I don't remember which.

Q.9. From whom did you ~~rent~~ it?

Ans. I rented it from Mrs.Amanda Jordan. Dr.Billy Jordan was acting as her Agent.

Q.10. Whom do you mean by Dr.Billy Jordan?

Ans. I mean her husband Dr.W.T.Jordan.

Q.11. To whom did you pay the rent for these two years?

Ans. I paid it to Dr.Jordan, Agent for Mrs .Jordan, he gave me receipts for Mrs.Jordan.

Q.12. Who looked after securing tenants for this farm and attending to it?

Ans. So far as I know Dr.Jordan for the last ten or fifteen years.

Q.13. Do you know or can you say whether or not Mrs.Jordan ever went out in person and looked after these matters?

Ans. Not that I know of.

Q.14. Do you know who rented the farm before you rented it?

Ans. Yes sir, Mr.J.R.Holland.

Q.15. Do you know how many years he occupied it?

Ans. He rented the farm for seven years, he was there six.

Q.16. Who owned the farm at that time?

Ans. Mrs.Jordan

Q.17. Who had the management at that time of it?

Ans. Dr.W.T.Jordan managed it at that time.

Q.18. How long have you been living in that neighborhood?

Ans. 44 years. I was away two years in Florida.

Q.19. Do you know any other facts in connection with this matter

Ans. I don't know any, I believe I stated to you everything.

Q.20. I did sell a little wood off of the place for improvement
Mrs.Jordan never spent any money on it to improve the

buildings, she told me to sell the wood to improve the buildings, and I sold about twenty cords of fire wood for that purpose.

Cross Examined by Judge Kilby.

Q.1. Have you the receipts which Dr.Jordan gave you for the rents which you paid him?

Ans. I do not know Judge whether I have or not sir, I did have them, but it is something I never take care of is a receipt, I don't know whether they are about home or not, I could not tell you, I may have them.

Q.2. How do you know that Dr.Jordan was managing the farm and collecting the rents as Agent for his wife?

Ans. He told me so sir.

Q.3. I suppose you had no knowledge of that fact except from him?

Ans. I learned it from him sir.

Q.4. You rented it for the years '92 & '93?

Ans. Yes sir.

Q.5. Mr. J. R. Holland occupied it for six?

Ans. I think he rented it for seven years, but occupied it six the last year he put a man in his place. He paid the rent.

Q.6. Seven years you say?

Ans. About that, yes.

Q.7. Did you rent it immediately after Mr.Holland ceased to rent it?

Ans. No sir. It laid out, or was unoccupied when I rented it?

Q.8. How long had it been unoccupied?

Ans. I cannot tell you unless you run up the number of figures for the years I was away in Florida, when I came back it

was the only vacant place I could get, and I rented it .

Q.9. What do you mean by running up the years?

Ans. I mean that it was vacant from the time that Holland rented it to the time I took it. I stated above that the place had been vacant from the time J.R.Holland left it until I took it, I wish to correct that statement and say now that I have no definite knowledge on that point.

Q.10. When did you return from Florida?

Ans. I came back August 1891.

Q.11. And rented the farm when?

Ans. I rented the farm that fall for 1892 and afterwards for 1893.

Q.12. Then you found it vacant in 1891.

Ans. Yes sir.

Q.13. Can you state why it was vacant?

Ans. No sir.

Q.14. When did you go to Florida?

Ans. Two years prior to 1891.

Q.15. Was it not a fact that the farm was vacant from 1882 to 1891?

Ans. No sir.

Q.16. Who rented it for 1882?

Ans. I could not tell you. Holland six or seven years.

Q.17. What years did he have it?

Ans. I don't remember, Holland was there or had charge of it when I went away to the best of my knowledge in 1889, am not positive if it is so.

Q.18. Who had charge of the farm in 1884?

Ans. I could not tell you unless Holland had charge of it. I know every man that has been on the farm in my day, but I could not tell you the years, Old man Lassiter lived on

-----o-----

the farm a long time, a fellow name Jones lived on it when I was a school boy, and if I am not mistaken I think Bob Farney lived on it for a while, Passwater, Mr. James lived there a while, Mr. Holland and myself, Mr. Jones, Mr. Matthews and Mr. Pool.

Q.19. These men all occupied the place before Mr. J. R. Holland?

Ans. except A. T. Matthews, Rob't. Pool, F. L. Jones, ~~and~~ myself. They are about all that have been on the place that I can keep memory of, as it has been a long time back.

All of the witness' testimony, both in the examination in chief and on cross examination derived by the witness from either Dr. Jordan or his wife, is excepted to as being illegal and inadmissible.
Signature waived by consent.

Mr. A. T. Matthews being duly sworn deposes and says as follows;

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

Ans. Name A. T. Matthews, age 42 years, residence Nansemond County Virginia, occupation farmer. I know the defendants I do not know the plaintiffs.

Q.2. Are you acquainted with the "P. H. Arthur" farm situated in this county?

Ans. Yes sir.

Q.3. How long have you known it?

Ans. Have been knowing it ever since I have been large enough to know anything.

Q.4. How far do you live from it?

Ans. Live within about two hundred yards of it now.

Q.5. To whom does it belong?

Ans. Mrs. Amanda Jordan.

Q.6. Did you ever rent it, and if so state the number of years you rented it, what years they were, and how much you paid for it.

Ans. Yes sir, I rented it two years, '94 and '95. I paid \$125. a year for it.

Q.7. To whom did you pay this rent?

Ans. I paid it to Dr.Jordan.

Q. 8. Do you know in what capacity he was acting in collecting the rent?

Ans. Yes sir, I thought I knew. I paid Dr.Jordan the rents, and he gave me a receipt in her name, acting as her Agent.

Q.9. Do you know who rented the farm previous to the time when you rented it?

Ans. Mr.Jones was there, and Mr.Holland rented it for six or seven years.

Q.10. Do you know whom Mr.Holland rented it from?

Ans. He rented it from Mrs.Jordan, so Mr.holland told me.

Answer excepted to as heresay.

Q.11. Do you know or can you say who has had the actual management and actual control of that farm for the past ten or twelve years?

Ans. Dr.Jordan.

Q.12. State any other facts that you may know in reference to this farm?

Ans. I don't know anything else.

CROSS EXAMINATION/

Q.1. State if you can the years during which Mr.J.R.Holland rented it please?

Ans. I can go back and count the years; they were 90-90-89-88 87-86-85.

Q.2. The ~~statement~~ of the accounts of Mr. James Hargrove Executor of Charlotte Authur of record in the Clerks Office in Nansemond county show that Mr. J. R. Holland was tenant of the place in 1877-1878-1879-1880-1881, and that no rent was collected from the place during 1882 and 1883, were not these first five years, in fact the years that Mr. Holland occupied the place, and not those stated by yourself?

Ans. He was there sometime before the place was in Mrs. *Jordan's* hands, and also afterwards.

Q.3. How did you know that Dr. Jordan was her Agent?

Ans. He told me so.

Q.4. Can you state whether or not the farm was ever vacant?

Ans. Sometime ago Judge, but not since Mrs. Jordan has had it in hand.

Q.5. When did she take it in hand?

Ans. Well sir, sometime about 1884 or 1885.

Q.6. Now was not the farm vacant in 1888 or 1889?

Ans. I think not. I know it was not.

Q.7. Was it not vacant in 85-86 and '87?

Ans. No sir.

All of the witness' testimony on his examination in chief and cross examination derived by him from the conversation with Dr. Jordan or Mrs. Jordan his wife, is excepted to as illegal and heresay testimony in this cause.

Signature waived by consent.

Robert Pool being duly sworn deposes and says as follows:

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

Ans. Robert Pool, age 48 years, residence Nansemond county Va. occupation farmer. I know all of the parties to this suit.

Q.2. Are you acquainted with the P.H.Arthur farm?

Ans. Yes sir.

Q.3. How far do you live from it?

Ans. About 2-1/2 miles.

Q.4. How long have you known it?

Ans. About fifteen or eighteen years.

Q.5. To whom does it belong?

Ans. Mrs.Amanda Jordan.

Q.6. Did you ever rent it, and if so state for what year or years?

Q.7. Yes I rented it in the year 1896.

Q.8. How much did you pay for it?

Ans. \$120.00 per year.

Q.9. To whom did you pay the rent?

Ans. I paid it to Dr.W.T.Jordan.

Q.10. State whether he gave you a receipt for it or not, and if so what kind of a receipt?

Ans. I think he gave me a receipt for it. I made it in two payments. It was made out in his wife's name, and his name signed at the bottom as her Agent. The first payment was 15th. of July and the last payment 15th. of December.

Q.11. Do you know who rented the farm prior to the year you rented it?

Ans. Mr.Matthews rented it the year before I did.

Q.12. Do you know who rented it the year before Mr.Matthews did?

Ans. Mr.F.L.Jones.

Q.13. Who rented it the year before Mr.F.L.Jones?

Ans. Mr.Holland I think, I think Mr.R .H.Holland.

Q.14. Do you know how long Mr.Holland occupied it?

Ans. No sir, I do not.

Q .15. Did you ever see Mrs.Jordan out on that farm attending to the duties of the farm in person?

Ans. No sir.

Q. 13. Who did attend to the duties of renting and collecting?

Ans. Dr.W.T.Jordan, while I had possession of it.

CROSS EXAMINATION.

Q.1. Where are the receipts that pr.Jordan gave you?

Ans. I think I have them home somewhere, I think I can find them.

Q.2. How did you say they were signed?

Ans. They were signed in Mrs.Jordan's name, per Dr.Jordan.

Q. 3. How did you know Dr.Jordan was acting as her Agent?

Ans. I don't know except in the way he signed the receipts.

Q.4. Did hetell you he was acting as her Agent?

Ans. No sir I don't think he did at that time.

Q.5. Do you know whether the farm was vacant at any time or not?

Ans. I don't recollect.

Q.6. Where were you living in 1888 and 1889?

Ans. I think I was living on Mr.James Hargroves farm.

Q.7. How far is that from this Arthur farm?

Ans. About 2-1/2 miles.

Q.8. Can't you say then whether or not the place was vacant at that time?

Ans. No sir, I could not. I don't think the place has been vacant.

Q.9. Did you pay the rent in money, or part crops?

Ans. I paid it in money.

Q.10. Who occupied the farm prior to 1892?

Ans. Mr.Holland I think.

Q.11. Who occupied it in 1892?

Ans. I think Mr.Jones.

Q.12. Who occupied it in 1894?

Ans. Mr.Matthews.

Q.13. Who occupied it in 1896?

Ans. I had it in '96.

Q.14. When was this farm turned over to Mrs.Jordan?

Ans. I don't know sir.

Q.15. Who owns the farm now?

Ans. Mrs.Jordan. It has belonged to her ever since I knew anything of it, and it belongs to her now.

Q.16. How many years was Mr.Holland there?

Ans. I could not tell you Judge, I don't know.

Q.17. And you paid the rent to Dr.Jordan as Agent for his wife?

Ans. Yes sir.

Further this deponent saith not.

Signature waived by consent.

Mr.J.E .Jordan being duly sworn deposes and says as follows

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

Ans. J.E .Jordan, age 31 years, residence Nansemond County Virginia, occupation farming, I know all of the parties to this suit.

Q.2. Are you acquainted with the P.H.Arthus farm?

Ans. I am.

Q.3. How long have you known this farm?

Ans. Since I was a small boy.

Q.4. To whom does it belong?

Ans. My mother, Mrs. Amanda C. Jordan.

Q.5. Please state what you may know if anything, about the collection of the rent from this farm?

Ans. My father collected the rents since 1883.

Q.6. What was done with the rents after same were collected?

Ans. My father used the rents in repairs on the place ~~on the place~~, on our home place, as well as paid some Guano bills with them, and used it in other ways. He used it to send me off two years for my health.

Q.7. To whom did this rent money belong?

Ans. To my mother.

Q.8. Do you know whether it was ever paid to her or not, or any part of it?

Ans. No sir it never was.

Q.9. How do you know this?

Ans. Why I have heard my father tell her that he used it for certain purposes, that he had collected so much of her rent, and needed it for such purposes. I have heard him tell her that he would secure her.

Q.10. Were these promises to secure her made at the time he reported to your mother that these rents had been collected by him, or at other times?

(Excepted to as leading)

Ans. Why I have heard him tell her repeatedly while he had used that money he intended to make it good, or secure her. They were made at the time and between too. They were made repeatedly.

Q.11. Were these promises made voluntarily by your father, or upon demand made upon him by your mother for some security

(Question and answer excepted to)

Q.12. Please state if you can how often you have heard your Mother make demands upon your father for the payment to her of the rents collected by him for her, and all that you may know relative to such demands, how made, when made and who was present?

Ans. I could not tell the number of times, I know they were frequent, I could not give the dates, I know they were numerous, the family was present around the fireside.

Q.13. Please state the circumstances under which the demands were made?

Ans. Well, my mother made demand on my father for the money, and told him if he could not pay her, she wanted him to secure her, as he could not pay her.

Q.14. Were these demands frequent?

Ans. Yes sir.

Q.15. Please state whether at the time such demands made upon your father, any admission was made by him as to his indebtedness to her for the rents, and what promises if any he made to her with reference to the security of the same or to their payment to her?

Ans. Yes he admitted he did, and promised to secure her as I said once before.

Q.16. When were such admissions made by him, and to what extent if you know, did he admit that he was indebted to your mother?

Ans. I do not know the dates, but whenever the matter was brought up he admitted the debt. I don't remember the amount in which he was indebted to her.

Q.17. Were these admissions made before, at the time of, or after the collection of the rents made by your father for your mother?

Ans. Made after.

Q.18. State all you may know about the collection of the rents, by whom, and for how many years, and the amounts collected, what was said, if anything, about the repayment of the money to your mother, what was said, if anything, about giving these rents to your father, and everything else you may know about it?

Ans. They were collected by my father from 1883 to the present time, I think it was vacant one or two years. The first six or seven years it rented for \$130. the remainder rented for \$125.. He promised to secure her, she did not intend it as a gift, but more as a loan, in other words, she expected it to be returned, or to be in some way secured.

Q.19. State if you can what you have heard said by your mother and by your father whether these rents were recognized as a debt due by your father to your mother, or whether it was recognized as a gift to your father with the right to use such loans as he saw fit, and with no obligation on his part to re-pay them?

(Question excepted to)

Ans. Both looked upon it as a debt.

All legal objections and exceptions to the foregoing answers and questions are reserved until the hearing of this cause.

CROSS EXAMINATION.

Q.1. I understood you to say that the question of the payment of these rents by your father to your mother came up in the course of conversations in your father's family around the fireside, please state the circumstances occurring at those times to bring the subject up?

Ans. Well, I don't know just what we had been talking of, but I remember on one occasion, in fact more than one, several, my mother was going to town, and like any other wife I suppose, called on him for money, and it seemed that ~~at~~ it was a little scarce at that time and she made complaint. She told him that he had used her money and she needed it and would like to have some.

Q.2. I suppose after the collection of the rents your father used the money just as he would his own about his business and in support of his family?

Ans. Yes, on his own farm.

Q.3. And occasionally he spoke of returning the money or securing it to her after he had collected it from time to time?

Ans. Yes.

Q.4. I suppose that there was no written agreement?

Ans. No sir, not that I know of.

Q.5. I have always supposed that your father was in easy circumstances, owed nothing except perhaps small bills, made a good living on his farm, and was able to take care of his family and maintain them in comfortable circumstances, is this not true?

Ans. If we had been perfectly easy he would not have needed that money of my mother's

Q.6. Have you any idea what his practice was worth to him?

Ans. No, sir, I know it was worth more than he got.

Q.7. He has received \$100. a year as steward of the poor, has he not?

Ans. I think that is true.

Q.8. Do you know of any indebtedness of your father's outside of the debts due the plaintiff in this case?

Ans. Yes sir.

Q.9. Please state what they are and to whom they are due?

Ans. I don't know all of his debts. He owes Dr. Parker a debt of several hundred dollars, I cannot call any more just now, I know that he owes them.

Q.10. Do the amount to much or little?

Ans. I don't know the amount of his debts, he does not tell me, in fact he keeps his business to himself, a greater part of it.

Q.11. How often during the period when your father was collecting the rents did you hear him and his wife speaking with reference to them?

Ans. A number of times sir.

Q.12. Can you name the first time?

Ans. No sir I cannot give you the date, I had no idea that I would have to appear in court.

Q.13. When your father collected the rents, I suppose your mother speaking to him would ask of him the payment or security whenever he had collected the same?

✓ Ans. No, not just then only, but afterwards as well and at intervals between and at the time of collections.

Q.14. I suppose the promises to pay or secure the rents, were made after the rents had been collected and used by your father?

(Question excepted to because it has already been answered)

Ans. Not only at that time but at intervals between the collections.

Q.15. I suppose when you say at the time the promises were made you had reference to the rents which he had collected?

Ans. yes sir.

Q.16. When you speak of his promise made at intervals afterwards, you had reference I suppose to the same rents or the rents previously collected?

Ans. Yes, they were the same rents that had been collected and spoken of several times during the year.

Exception is noted to all the statement of the witness based upon information from conversation with either his father or mother, touching the subject matter of this suit and to all leading and otherwise illegal questions.

REDIRECT-EXAMINATION.

Q.1. Were these conversations to which you refer between your father and mother in which demand was made for security or payment of these rents made previous to the year 1897?

Ans Yes sir.

Q.2. State if you can how long previous?

Ans. I could not tell the exact time, but it has been several years.

Further this deponent saith not.

Martha Jones, being duly sworn deposes and says as follows;

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

Ans. Martha Jones, age 33 years, reside in Nansemond County Virginia. I know the parties to this suit.

Q.2. Are you acquainted with the farm situated in this county known as the "P.H.Arthur" farm?

Ans I am.

Q.3. How long have you known it?

Ans. Always, ever since I have been knowing anything.

Q.4. To whom does it belong?

Ans. To my mother Amanda C. Jordan.

Q.5. Do you know who has had the control and management of it for the past ten or twelve years?

- Ans. My father, Dr. W. T. Jordan.
- Q.6 Do you know who has collected the rents during that time?
- Ans. My father collected them.
- Q.7. Can you state what he did with the rents collected?
- Ans. Well they were spent in educating some of the children and improving the home, and in paying some of his debts and various things.
- Q.8. Do you know whether any of this money thus collected was paid by him to your mother?
- Ans. No I did not see him pay any to my mother.
- Q.9. Can you state whether she claimed it or not?
- Ans. She always claimed it.
- Q.10. How do you know that she always claimed it?
- Ans. Because I have heard her say so, I have always heard her say that.
- Q.11. When and under what circumstances did you hear her say so?
- Ans. Well, I have heard her say it all of my life, I have always heard her say that it was her property?
- Q.12. You are now speaking of the real estate are you not?
- Ans. Yes.
- Q.13. Did you ever hear her claim the rents?
- Ans. Yes, I have heard her say that she ought to have the rents
- Q.14. When and under what circumstances did you hear her say that she ought to have the rents?
- Ans. Well in hearing them talk about it, she would say the money was hers, and she ought to have it. I have heard her say often she ought to have it to spend, I could not tell any date, but I have often heard her say so.
- Q.15. Can you state what led to these conversations, when she brought up the question claiming the money?
- Ans. Well, when she would want to go to town, she would want some money, and when he would not have it he would say that he would give it to her some other time, and she would say it was hers and she ought to have it. She wanted to go to see my sister in Washington, and I heard her speak of it then.
- Q.16. What did she say about it then?
- Ans. She said it was hers and she thought she ought to have it.
- Q.17. What did Dr. Jordan reply?
- Ans. He said he would give it to her sometime.
- Q.18. Were these conversations after he had collected the rent for the farm?
- Ans. They were in the spring of the year and he collected the rents in the fall.
- Q.19. Do you know how many years he collected the rents?

Ans. He collected them from the time it came in her possession that was in 1883.

Q.20. Please state whether you have ever heard your father promise your mother this money, or to secure her for it?

(Question excepted to)

Ans. Yes I have heard him say that he would secure her and told her that he would do it.

Q.21. How often have you heard him say this?

Ans. I could not tell you how often I have heard him say it, I don't know.

Q.22. More than one time?

Ans. Yes I have him say it more than once.

Q.23. Do you know whether they both looked upon it as a debt due your mother by your father, or whether they considered it a gift?

Question excepted to.

Ans. They did not look upon it as a gift. They expected to be secured.

Q.24. Can you state in what way it was to be secured?

Ans. Well, there was no way to secure her if he could not pay the money, except his property.

Q.25. Was anything said at the time either by your father or mother as to how this money should be secured, or whether it should be secured at all?

Ans. Yes they expected it to be secured.

Exceptions are taken to all questions and answers based upon statements made between Dr. Jordan and wife, and to all leading questions.

CROSS EXAMINATION.

Q.1. You were married I believe in Dec. 1886 to your present husband Mr. Jerry Jones, I suppose you have been residing with him since that time?

Ans. I have.

Q.2. Can you state how it came about that your father was to pay the rents to your mother, or secure the same to her?

Ans. In talking about it, and in talking over the rents, I suppose that is how it came about.

Q.3. It has been said that the rents were paid to your father as Agent for your mother, and that such rents were used by him on the premises and to meet the family wants to send the children to school, having so disposed of the rents, such disposition being for the benefit of Mrs. Jordan as well as Dr. Jordan, what reason was there for Dr. Jordan agreeing to pay the equivalent of the rent to your mother?

- Ans. He paid some of his debts out of that money, she was not obliged to pay any of his debts for him, nor make improvements in his property.
- Q.4. Was it not expenditure of money in paying his debts and on his own home place a direct benefit and in the interest of his family?
- Ans. Yes, but she did not obligate to take her money to do it when she could have had it to spend herself.
- Q.5. She did however allow him to so spend it?
- Ans. Yes, but she expected it back.
- Q.6. How did you derive your information as to the payment of the rent back to your mother?
- Ans. Well when she wanted money to spend if she had had some of that money she could spend it of her own. I heard them talk about it, there was no other way to know.
- Q.7. How were the rents payable from '83 down to the present?
- Ans. They were paid by the year, so much a year. It was in the fall of the year.
- Q.8. Annually, in the fall of the year?
- Ans. Yes, Some years I think they were paid twice a year.
- Q.9. And your father was collector?
- Ans. Always.
- Q.10. And when your mother wished to have money to come to town or visit your sister in Washington she would ask for it and he would give her money?
- Ans. I have seen him give her money, but he did not claim it as her money.
- Q.11. But after the collection of the rents did he promise to pay her or secure her?
- Ans. Yes, he promised to pay her or secure her.
- Q.12. Can you state when and where you have heard conversations on this subject between your father and mother?
- Ans. I have heard them at my father's home.
- Q.13. Do you know how much rent was collected on the farm?
- Ans. Some years it was \$130. and some years \$125.
- Q.14. Was it rented every year from 1853 down to 1897?
- Ans. It was with exception of two years.
- Q.15. I suppose there was no written agreement between your father and mother about the payment of the rent to her?
- Ans. No, not that I know of, except he wrote a will I think in 1895, and he made provision for her in that will.
- Q.16. Do you know what provision was made?
- Ans. Well, he provided to secure her with his property.
- Q.17. I suppose you mean that by his will he gave her his home place?
- Ans. He did.

Q.18. Everything on it, personal property?

Ans. I don't know, but thinking that as it might not secure her, he destroyed it, and then that deed was written.

Q.19. You cannot say whether the will included the furniture in the house or not?

Ans. I do not know.

Q.20. He destroyed the will then and made the deed in dispute in this cause?

Ans. Yes, he did it thinking probably he might die and that she would be better provided for, better secured.

Q.21. Do you know whether or not Dr. Jordan gave your mother any notes or bonds?

Ans. I do not know.

Q.22. You never heard them say anything about that?

Ans. No.

Q.23. Do you know whether or not your mother kept any accounts or on books?

Ans. I don't know whether she did or not, I do not live there and I do not know.

Q.24. Do you know whether he ever paid her any of this money at all?

Ans. I never saw him pay her any, not a cent in my life.

Q.25. During your visits over to your father's house you heard them say nothing about keeping any accounts one with another ~~in~~ books or otherwise, or about your father giving notes or bonds for the payment of this rent to your mother?

Ans. I don't remember.

Q.26. Your mother simply expected your father to pay this rent to her and so expressed herself in your presence?

Ans. Yes, I have heard her say often that she expected him to pay her.

Q.27. Did your father collect the rent as the Agent for your mother?

Ans. Yes.

Further this deponent saith not.

Signature waived by consent.

American Fert. Co.

vs.

Jordan & als.

The matters in controversy in this suit having been settled by the parties, it is ordered, on motion of the defendant, William J. Jordan, and with the assent of the Complainant, that the note of said William J. Jordan, for the sum of five hundred and eighty-nine and $\frac{77}{100}$ dollars, filed as "Exhibit A" with the original bill herein, be delivered to said William J. Jordan; provided that a ~~duly~~ ~~attested~~ copy of such note, duly attested by the clerk of this Court, shall be retained and filed with the papers herein in the stead of said note.

And on the motion of the Complainant it is ordered that this cause be dismissed.

American Art. Co.

v. } In Chy.

Jordan & al.

In the Circuit
Court for the
County of Chan-
semond

Octo. 16, 1901

Order dismiss-
ing suit

To be entered

Robert R. Harris

In the Circuit Court of Nansemond County:

The answer of Amanda C. Jordan to a bill in equity exhibited against her and others in the Circuit Court of Nansemond County by the American Fertilizing Company, a corporation.

This defendant reserving to her self the benefit of all just exceptions to said bill, for answer thereto, answers and says:

That as to the indebtedness of her husband William T. Jordan she knows nothing except what has been told to her.

It is true that on the 1st day of Sept. 1897, as alleged in the complainants bill, that William T. Jordan conveyed to her the real and personal estate described in the deed filed with complainants bill. But it is not true that said deed was made with any fraudulent intent on the part of said William T. Jordan so far as this defendant had notice, knowledge or suspicion of; it is not true that said deed was made upon consideration not deemed valuable in law; and it is not true that said deed was made for any other purpose, or so far as this defendant knows or believes, with any other intention, than to pay and satisfy an honest debt which the said William T. Jordan owed to this defendant.

It is true the consideration for said deed consisted of the rents collected by the said William T. Jordan from the tenants of real estate belonging to this defendant, and which the said William T. Jordan had not paid to this defendant, or accounted to her for same in any way. This defendant made a demand upon him for the payment thereof, and accepted the deed in satisfaction of the debt which he owed her.

It is true the estate belonging to this defendant from which said rents were collected was devised to her by Charlotte Arthur, who departed this life in 1874, and whose last will and testament was probated in June 1874.

The said estate consists of an estate for the life of P. H. Arthur, and ^{under the law a personal estate} was conveyed to Charlotte Arthur by said P. H. Arthur by deed on record in the Clerks Office of Nansemond County Court, and was devised to said P. H. Arthur by will on record in the Clerks Office of the Circuit Court of Nansemond County.

By the will of Charlotte Arthur the said estate was directed to be rented out until the debts of said Charlotte Arthur were paid. The said estate was rented out by the Executor of said Charlotte Arthur until the

I st day of January, 1883, at which time, and not before, the said defendant acquired the control and possession thereof. This defendant files with this answer an agreement between said Executor and herself showing when such possession was delivered to her, and asks that the same be read as a part of her answer.

It is true the devise made by said Charlotte Arthur to this defendant of said interest in said real estate was made before the passage of the ~~xxx~~ law referred to in complainant's bill affecting the marital rights of the husband in the property of his wife, but it is also true that the actual possession and control of the said property was not acquired by this defendant until the 1st day of January, 1883, some years after the passage of said law, and this defendant is advised that the word "acquired" used in the law referred to, refers to the actual control and possession of the property rather than to the mere acquisition of title. In fact this defendant had neither title, nor possession, until 1883, except probably a title which was contingent upon her getting possession before the death of P.H. Arthur, and which would have been defeated by the death of P.H. Arthur during the time the Executor was forced to retain possession thereof, and rent out the same for the payment of Mrs. Charlotte Arthur's debts, as provided in her will.

This defendant denies that the said estate is a common law estate, and denies that the said William T. Jordan, by virtue of any marital right, was entitled to collect the rents and keep the same as his property.

This defendant says that, under the statute law of Virginia, the said estate became her sole and separate estate, and that she was entitled to the rents and profits thereof, from the time she acquired possession thereof. This defendant denies that the said William T. Jordan has now, or ever has had, any right or title to said estate, and especially any right to collect said rents.

The rents and profits collected by the said William T. Jordan became and were her separate estate, and she has at all times since the collection thereof held the said William T. Jordan indebted to her therefor, and never in any way released him from the payment of said debt until she accepted the said deed in payment thereof.

This defendant denies that the property conveyed to her is more than sufficient to pay said indebtedness; denies all notice or knowledge of any fraudulent intent on the part of her husband in the execution of said deed to her, and does not believe such intent existed; denies that the consideration paid by her for said land was not a good and valuable and adequate consideration; and denies that there is any fraud connected with the said transaction.

This defendant denies all the allegations of said bill which tend to show that the said estate is not her sole and separate statutory estate, and that she is not entitled, under the statute, to the rents.

And now having fully answered this defendant prays to be hence dismissed with her reasonable costs, &c, and she will ever pray, &c.

Amanda C. Jordan

Virginia: Naurimund County Court:-
In the County aforesaid in the State of Virginia
do certify that Amanda C. Jordan whose
name is signed to the above answer has
this day made oath before me that the
statements contained in said bill are
true and all the other
statements derived from knowledge or
information received from others she be-
lieves to be true. Given under my hand
this 6th day of October 1898

R. A. Rawley
N. P.

American Fert. Co.
vs. } In Chy.
Jordan & Als.

Answer of Aman-
da C. Jordan.

Filed 14 Octo. 1898

Answer of
Amanda C. Jordan

Virginia:

Circuit Court for the County
of chausemond, to wit:

The American Fertilizing Company.

Against } In Chancery

William J. Jordan, Amanda
C. Jordan, his wife & als.

The answer of Arthur D.
Jordan, an infant under the
age of twenty-one years, by
James M. Burges, his guard-
ian ad litem, appointed to de-
fend him in this suit, to a Bill
of Complaint, exhibited against
him and others, in the Circuit
Court for the County of chausemond
by the American Fertilizing Com-
pany:

The Respondent reserving to
himself the benefit of all just
exceptions to the said Bill, for
answer thereto, or to so much
thereof as ~~he is~~ advised that it
is material he should an-
swer, by his said ~~said~~ guard-
ian ad litem, answers and
says:

That he is an infant of tender years and by reason of his infancy is incapable of understanding, or taking care of his rights and interests. He, therefore, by his said guardian commends himself and his rights and interests to the protection of the court and prays that no decree may be pronounced which will tend to his prejudice.

And having fully answered, the said Respondent, by his said guardian, prays to be hence dismissed with his reasonable costs in this behalf expended. And he will ever pray etc.

Arthur D. Jordan

By

James H. Burges his Guardian

at Celina -

American Fert. Co.

vs. } In Chy.

Jordan & als

Answer of the
infant defend-
ant by his guard-
ian ad litem

1900 July 20nd Filed
at Rules.

A. P. Gomer ckl

In the Circuit Court of Nansemond County:

The answer of William T. Jordan to a bill in equity exhibited against him and others, in the Circuit Court of Nansemond County, by the American Fertilizing Company, a corporation.

This defendant reserving to him self the benefit of all just exceptions to said bill, for answer thereto, answers and says:

That it is true, as alleged, that he is indebted to the complainant in the sum of \$589.77, and that the same is evidenced by a note. The said indebtedness has not been satisfied for the sole reason that this defendant has been unable to do so.

It is also true that this defendant, on the 1st day of Sept., 1897, conveyed to his wife, Amanda C. Jordan, the real and personal estate described in the deed filed with complainant's bill. But it is not true that the said deed was made to hinder, delay and defraud his creditors; that the said deed was not made upon consideration deemed valuable in law; and that there was at the time said deed was made any fraudulent intent on his part in the execution thereof. This defendant was justly indebted to his wife, Amanda C. Jordan, to the extent of the consideration named in the deed for rents collected, and unpaid, which belonged to her. This defendant at all times recognized his indebtedness to his said wife for said rents which he had collected, and had not turned over to her, or accounted for to her in any other way, and, upon her request, and demand, that said indebtedness be paid, he conveyed said property to her in payment thereof, and the same was accepted by her in full settlement of same. This defendant conveyed his entire real and personal estate, because, subject to the liens then on the property, the said estate was not more than sufficient to satisfy his indebtedness to his said wife.

It is true, as alleged, that the consideration for said deed consisted of rents collected by this defendant from the tenants of the real estate belonging to his wife, and held by her as her sole and separate estate, for and during the period from the 1st day of January, 1883, to the 1st day of Sept. 1897. The rents were not collected by this defendant for the year 1892, but the same were collected by James Hargroves, Executor, of Charlotte Arthur, deceased, according to agreement.

It is also true that the estate belonging to said Amanda C. Jordan was devised to her by Charlotte Arthur, who departed this life in 1874, and whose last will and testament was duly probated on the 8th day of June, 1874. But the estate conveyed to said Amanda C. Jordan was not, as indicated in said bill, a fee-simple estate, but an estate for the life of P. H. Arthur, and was made chargeable with the debts of the said Charlotte Arthur to the extent that her Executor was directed to rent out the said lands until the debts due and owing by her were paid. And the said lands were so rented out by said Executor until the 1st day of January, 1883, at which time and not before, the said Amanda C. Jordan acquired the control and possession of the same.

It is also true that the devise made by said Charlotte Arthur to said Amanda C. Jordan of said interest in said real estate was made before the passage by the General Assembly of Virginia of any law affecting the common law marital rights of either the husband or wife in, or control over each other's freehold lands, but it is also true that the actual possession and control of the said property was not acquired by the said Amanda C. Jordan until the 1st day of January, 1883, some years after the passage of said law affecting the marital rights of the husband in the real and personal estate of his wife. This defendant is advised that the second section of the act of April 4th, 1877, declares in express terms that "all real and personal estate hereafter acquired by any married woman" in the manner provided thereby, "after and during marriage", becomes the separate estate of such married woman, and your respondent is further advised that the word "acquired", as used in said act, refers to the actual control and possession of the property rather than to the ~~mere~~ acquisition of mere title. This defendant further says that if the said Amanda C. Jordan acquired title to the said estate before the passage of said act referred to in the complainants bill, that the said title was liable to be defeated at any time before she came into possession thereof by the death of P. H. Arthur, that the same was rented out by the Executor of Charlotte Arthur until 1883, and that the said Amanda C. Jordan did not actually acquire possession until after the passage of the said act, and thereby became entitled to the same, under said law, as and for her separate estate.

This defendant denies that the said estate is a common law estate, as alleged in plaintiff's bill, and denies that he had under the law, by virtue of any marital right, any right to the rents and profits of said estate. On the contrary he alleges that the said estate was the sole and separate estate of said Amanda C. Jordan, under the statute, and that she was entitled to the rents and profits thereof. These rents and profits were collected by this defendant, and were not paid until the acceptance of the deed from him to his said wife complained of in complainant's bill. It was a debt which this defendant recognized, and a debt of which the said Amanda C. Jordan demanded payment, and being unable to pay it in any ^{way} other, he made the conveyance referred to in complainant's bill.

This defendant again denies every intimation or charge of fraud, or fraudulent intent on his part, as alleged in said bill, and alleges that said deed was made for a valuable consideration, and to pay and satisfy an honest debt.

And now having fully answered this defendant prays to be hence dismissed with his reasonable costs, &c.

W. J. Jordan
Virginia: Jamesmond County Court
J. R. H. Rauler a Notary Public
for the County of Jamesmond in the State of Vir-
ginia do certify that W. J. Jordan whose
name is signed to the above answer has
this day made oath before me in my
County of Jamesmond that the statements
in the above bill made of his own
knowledge are true; and all other state-
ments made from information received from
others he believes to be true, Given under
my hand this 6th day of October 1898
R. H. Rauler N. D.

American Fert. Co.

vs. } In Chy.

Jordan &als

Answer of Wm J.
Jordan.

Filed 14th, Octo. 1898

Answer of
William J. Jordan

Virginia:

In the Circuit Court for the
County of Chausemond.

American Fertilizing Com-
pany (a corporation). Complainant
Against } In Chancery
William T. Jordan & als. Defendants

To Honorable Robert R. Prentiss,
Judge of the Circuit Court for
the County of Chausemond:

This, the amended and sup-
plemental, Bill of your Complain-
ant, the American Fertilizing Com-
pany (a corporation), respectfully
sheweth unto your Honor as
follows:

That your Complainant hereto-
fore exhibited to your Honor, its
original bill of Complaint against
William T. Jordan and Amanda
C. Jordan, his wife, to which Bill,
by writ of scire facias, Martha G.
Jones and Jeremiah Jones, her hus-
band, James E. Jordan, Rhoda A.
Williams and Edward H. Williams,
her husband, and Arthur D. Jones,
were also made parties, defend-
ants; the said Amanda C. Jordan
having departed this life intestate

after the filing of said original bill, leaving as her heirs at law, her children, the said Martha G. Jones, James E. Jordan, Rhoda A. Williams and Arthur D. Jordan,

That said original bill was and is as follows;

"Virginia;

Sheriff Court for the County of Chausemond, to wit;

American Fertilizing Company
(a corporation) Complainant

Against } In Chancery

William J. Jordan and Amanda C. Jordan Defendants

To the Honorable Robert R. Prentiss, Judge of the Sheriff Court for the County of Chausemond;

Humbly complaining respectfully represents and shows unto Your Honor, Your Complainant, the American Fertilizing Company (a corporation), the following case, to wit;

That William J. Jordan is justly indebted to Your Complainant in the sum of five hundred and eighty-nine dollars and seventy-seven cents, as evidence-

ed by his negotiable note for said sum of money, dated on the 22nd day of June 1896 and payable thirty days after its date to Your Complainant at the Banking-house of Burness, Son and Company in the City of Norfolk, Virginia, and bearing legal interest from its maturity, as will appear by said note herewith filed as part of this Bill and marked Exhibit A.

That when said note became due and payable according to the tenor and effect thereof, it was presented and shown for payment at said Banking-house, but the said William J. Jordan did not, nor did any other person then pay the same, or said sum of money, or any part thereof, nor has he or any other person, since paid the same, or any part thereof, though often requested to pay the same.

That said sum of money still remains unpaid and the said William J. Jordan still refuses and neglects to pay the same.

That being indebted to Your Complainant as aforesaid, the said William J. Jordan by his certain pretended deed of bargain and sale, dated on the first day of September 1897 and recorded

in the office of the clerk of the County Court for the County of Chausemond on the same day on page 654 in deed-book No. 38, fraudulently undertook and pretended to convey for an alleged consideration of nineteen hundred and fifty-nine and $\frac{70}{100}$ dollars unto his wife, Amanda C. Jordan, all of his real and personal estate, or property, as will fully appear by a duly certified copy of said deed, filed herewith as part of this Bill and marked Exhibit B.

Your Complainant charges that said pretended deed of bargain and sale was made by said William J. Jordan to his said wife with intent to delay, hinder and defraud his creditors and especially Your Complainant to whom he was and is indebted as aforesaid, of and from that to which they and it are lawfully entitled; that the said deed was not made upon consideration deemed valuable in law, but was and is a purely voluntary conveyance; and that the said Amanda C. Jordan had, at the time said deed was made, notice of the fraudulent

intent of her said husband in the execution thereof.

Your Complainant further charges that the said indebtedness of said William J. Jordan to it, was contracted long before the said pretended deed was made by him and was a valid, subsisting indebtedness when such deed was made.

Your Complainant further charges that the property which the said William J. Jordan fraudulently and without valuable consideration undertook to convey by said pretended deed to his wife, included all the real and personal estate of which he was seised and possessed at the time said deed was made, such real and personal estate being as follows:

1. All that certain tract or parcel of land upon which the said William J. Jordan with his family has resided during a period of many years, situated near Liver in Sleepy Hole Magisterial District in said County, containing one hundred (100) acres, more or less, and bounded on the north by the lands of Seren F. Warrington, or his wife, and Jeremiah Jones, on the east by the lands of Jacob W. Darden and Jeremiah Jones, on the south by the

lands of Jacob W. Barden and Albert G. Barden, and on the west by Cross Swamp and the land of John G. Peak, and being the same tract or parcel of land which was sold and conveyed to said William J. Jordan long prior to the year 1875 in several parcels, as will appear from the deed made to him by William E. Jordan, President of the Board of Trustees of Yeates Free-Schools, on the 6th. day of October 1866 and recorded on the 11th. day of October 1866 on page 150 in deed-book No. 1 in said office; the deed made by Archibald Riddick and wife to said William J. Jordan on the 17th. day of October 1866 and recorded the same day on page 151 in said deed-book; and the deed made by said Archibald Riddick and wife to said William J. Jordan on the 22 day of May 1867 and recorded the next day on page 267 in said deed-book.

2. One lot of household furniture consisting of four beds and steads, and bedding, one lot of chairs, safes, bureaus, wardrobes, secretaries, mirrors, carpets and other household articles in the residence on said land.

3. One lot of Kitchen furniture consisting in part of dining tables, stoves, crockery-ware, table-ware, tubs, and basins also located in the said residence.

4. One lot of farming implements consisting of two carts with wheels and harness, one buggy with harness, plows, hoes, shovels, forks, drays, rakes, corn-sheller and axes.

5. One hundred barrels of new corn growing and about to mature on said land, six tons of hay, six thousand pounds of fodder, one hundred barrels of sweet potatoes, three horses and mules, seven hogs, five hundred pounds of bacon, twelve ducks, fifty chickens and twenty guineas.

Your Complainant further represents and shows unto Your Honor that the alleged consideration which passed from said Amanda C. Jordan to her husband, the said William J. Jordan, to wit: the sum of nineteen hundred and fifty-nine and $\frac{70}{100}$ dollars, for the said real and personal estate, is stated in said deed from him conveying such estate to her, to consist of rents collected by him from tenants of certain real estate belonging to her and

held by her as her sole and separate estate for and during the period from the first day of January 1883 to the first day of September 1897.

Your Complainant charges that the real estate which yielded said rents consists of a parcel of land known as the P. H. Arthur farm, situated in Sleepy Hole Magisterial District in said County, containing one hundred (100) acres, more or less, and bounded by the lands of Abram Milteer, Henry Kim, John P. Griffin and others, and is the same land which was devised by Charlotte Arthur to her daughter, said Amanda C. Jordan, as will appear by the last will and testament of said Charlotte Arthur, a copy of which, duly certified, is herewith filed as part of this Bill and marked Exhibit C.

That said Charlotte Arthur departed this life in the year 1874 and her said last will and testament was probated and recorded in the office of the clerk of said county-court, on the 8th day of June 1874.

That the gift of said last-men-

tioned parcel of land by said Charlotte Arthur to her said daughter was made without the use of any words or language that could in any manner make said devise the equitable estate, or the equitable separate estate, or the sole and separate estate of said Amanda C. Jordan.

That the recital in said deed from said William T. Jordan to his wife that the parcel of land land devised to her as aforesaid "was and is the sole and separate estate of the said Amanda C. Jordan" and that said rents were and are "the direct and separate estate and property of the said Amanda C. Jordan", is not true;

That the said devise by said Charlotte Arthur to her said daughter of said last-mentioned land was made before the passage by the General Assembly of Virginia of any act affecting the common law marital rights of either the husband, or wife in, or control over, each other's freehold lands, or common law estates;

That said devise was made in the following words, to wit: "I give and bequeath to Amanda C. Jordan my right and title in

the place formerly belonging to P. H. Arthur", thus making the land devised, a common law estate;

That the said devise, therefore, became immediately upon the death of said Charlotte Arthur, the common law freehold estate of said Amquida C. Jordan, and, being such estate, the said William P. Jordan became, was and is the absolute master, by virtue of his marital rights under the common law, of all the rents, issues and profits of the land devised as aforesaid, and entitled to the same as of right to be used, enjoyed and disposed of as his own property, as he might see fit during coverture.

That it is, therefore, not true that the said rents and profits collected by said William P. Jordan during coverture from the first day of January 1883 to the first day of September 1897 to the amount of \$1959.70 ever constituted an indebtedness on his part to his said wife, or could ever be made and held to be a valuable consideration for the property conveyed by him by his said deed to

his said wife.

That such rents and profits, being the property of said William J. Jordan, the said deed from him to his wife was made without consideration deemed valuable in law and for that reason should be cancelled and annulled and declared null and void as to Your Complainant and the creditors generally of said William J. Jordan at the time it was made;

Your Complainant further says that the land devised as aforesaid remained under the control of James Hargroves, the executor of said last will and testament, in pursuance of the first clause of such will, until the first day of January 1882 and that the rents and profits of such land were collected and disbursed by him down to that date as directed by said will;

That the rents and profits of said land, devised as aforesaid, for the year 1882, if any, were collected by the said William J. Jordan, but are not made part of the consideration for said deed from himself to his said wife.

In consideration whereof Your Com-

Complainant, being without remedy save
in a Court of Equity where such
matters are alone and properly
cognizable, prays that the said Wil-
liam J. Jordan and Amanda C.
Jordan, his wife, may be made
parties, defendants, to this Bill
and be required to answer the
same, but answer under oath
is waived; that the said pre-
tended deed from said William
J. Jordan to his wife, said Aman-
da C. Jordan, may be declared
illegal, voluntary, null and
void, - made with intent to de-
lay, hinder and defraud his
creditors, and especially Your
Complainant, of and from that
to which they and it are law-
fully entitled, and that it was
not made upon consideration deem-
ed valuable in law; that the real
and personal property, mentioned
in said last-named deed may
be declared subject to a lien in
favor of Your Complainant for the
full amount of the said indebtedness
of said William J. Jordan to it in
preference to the claims of any
other of his creditors; that said
last-named deed may be cancelled

annulled, and set aside as to
your Complainant and the real
and personal estate, therein men-
tioned, sold, and the proceeds of
the sale applied to the discharge,
payment and settlement of said
indebtedness to it; that all proper
and necessary accounts of such
indebtedness and of said last-
mentioned real and personal es-
tate may be taken, and all ne-
cessary inquiries directed in the
premises; that a reasonable fee or
compensation may be allowed and
paid to your Complainant's Counsel
for his services out of such money
or property as may come under the
control of the Court; and that such
other, further and general relief
may be granted your Complain-
ant as the nature of its case may
require and to equity may seem
meet and proper.

And your Complainant will
ever pray etc.,

American Fertilizing Company
(a corporation).

By Wilbur J. Kilby, its Counsel,

17 August 1898 "

That on the 14th. day of October 1898
by leave of the Court the separate an-
swers of said William J. Jordan
and Amanda C. Jordan to said

original bill, were filed.

That not long after the filing of said answers, the said Amanda C. Jordan departed this life, intestate and her children and heirs at Law, ^{and the husbands of two of them} namely: Martha G. Jones and Jeremiah Jones, her husband, James C. Jordan, Rhoda A. Williams and Edward H. Williams, her husband, and Arthur D. Jones were made, by writ of seise facias, parties, defendants, to said original bill, and the answer of said Arthur D. Jones, a minor, by his guardian ad litem, to said original bill, was filed, and witnesses were examined both by the Complainant and the defendants to said original bill, to maintain the issues raised.

And your Complainant by way of amendment and supplement to said original bill, says that should Your Honor be of opinion that the land devised to said Amanda C. Jordan, as stated in said original bill, did not become upon the death of said Charlotte Arthur, the common law free-hold estate of said Amanda C. Jordan and that, therefore, the said William T. Jordan did not become and was not the

absolute master by virtue of his marital rights, under the common law, of all the rents, issues and profits of said land devised as aforesaid, and was not entitled to the same as of right and as his own to be used enjoyed and disposed of as he might see fit during coverture from the first day of January 1883 to the first day of September 1897; and should also be of opinion that said land devised as aforesaid and the rents and profits thereof constituted the sole and separate estate of said Amanda C. Jordan from the time she "acquired" or came into possession of such land, then and in that event your Complainant charges that the receipt, collection and use of the rents and profits aforesaid by said William T. Jordan with the knowledge and consent of said Amanda C. Jordan, was a gift and not a loan of them by her to him; and, therefore, said William T. Jordan did not become and was not indebted to his said wife in the sum of \$1959.⁷⁰, or any other sum, for rents and profits collected and used by him as aforesaid, during the period from the first day of January 1883 to the first day of September 1897; and ^{that} such rents

and profits to the amount aforesaid collected and used by said William J. Jordan during the period aforesaid did not constitute a consideration deemed valuable in law for the deed made by him to his said wife, a copy of which deed is filed as "Exhibit B" with said original bill; and therefore, such last-named deed was purely voluntary, null and void.

In consideration whereof Your Complainant prays that said William J. Jordan, Martha G. Jones and Jeremiah Jones, her husband, James E. Jordan, Rhoda A. Williams and Edward H. Williams, her husband, and Arthur D. Jordan, Defendants, may be required severally to answer the matters and things herein charged by way of amendment and supplement, but answer under oath is waived; that the said pretended deed from said William J. Jordan to his said wife may be declared illegal, voluntary, null and void, - made with intent to delay, hinder and defraud his creditors, and especially Your Complainant, of and from that to which

they and it are lawfully entitled and that it was not made upon consideration deemed valuable in law; that the real and personal property mentioned in said last-named deed may be declared subject to a lien in favor of your Complainant for the full amount of said indebtedness of said William J. Jordan to it, in preference to the claims of any other of his creditors; that said last-named deed may be cancelled, annulled, and set aside as to your Complainant and the real and personal estate therein mentioned, sold, and the proceeds of the sale applied to the discharge, payment and settlement of said indebtedness to it; that all proper and necessary accounts of such indebtedness and of said last-mentioned real and personal estate may be taken, and all necessary inquiries directed in the premises; that a reasonable fee or compensation may be allowed and paid to your Complainant's counsel for his services out of such money or property as may come under the control of the Court; 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.

American Fertilizing Company,
(a corporation),
By Wilbur J. Kilby, its counsel.

American Fert. Co.

15. } In Chy.

Jordan & als
Amended and Sup-
plemental Bill

Filed by leave of
the Court 19th Apl.

1901

Virginia:

Circuit Court for the County
of Chausemond, to wit;

American Fertilizing Company
(a Corporation), Complainant

Against } In Chancery

William T. Jordan and
Amanda C. Jordan, Defendants

To the Honorable Robert R. Prentiss,
Judge of the Circuit Court
for the County of Chausemond;

Humbly complaining re-
spectfully represents and shows
unto Your Honor, Your Complain-
ant, the American Fertilizing
Company, (a Corporation), the fol-
lowing Case, to wit;

That William T. Jordan is
justly indebted to Your Com-
plainant in the sum of five
hundred and eighty-nine dol-
lars and seventy-seven cents, as
evidenced by his negotiable
note for said sum of money dat-
ed on the 22nd. day of June 1896
and payable thirty days after
its date to Your Complainant
at the Banking-house of Burmoss

Son and Company in the city of
Norfolk, Virginia, and bear-
ing legal interest from its
maturity, as will appear by
said note herewith filed as
part of this Bill and marked
Exhibit A.

That when said note became
due and payable according
to the tenor, and effect thereof,
it was presented and shown
for payment at said Banking-
house, but the said William P.
Jordan did not, nor did any
other person then pay the same,
or said sum of money, or any
part thereof, nor has he or any
other person since paid the same
or any part thereof, though of-
ten requested to pay the same.

That said sum of money still
remains unpaid and the said
William P. Jordan still refuses and
neglects to pay the same.

That being indebted to your
Complainant as aforesaid, the
said William P. Jordan by his
certain pretended deed of bar-
gain and sale, dated on the
first day of September 1897 and
recorded in the office of the clerk
of the county court for the county of

chausemond on the same day on page 654 in deed-book No. 38 fraudulently undertook and pretended to convey for an alleged consideration of nineteen hundred and fifty-nine and ⁷⁰/₁₀₀ dollars, unto his wife, Amanda C. Jordan, all of his real and personal estate, or property, as will fully appear by a duly certified copy of said deed filed herewith as part of this Bill and marked Exhibit B.

Your Complainant charges that said pretended deed of bargain and sale was made by said William J. Jordan to his said wife with intent to delay, hinder and defraud his creditors and especially Your Complainant to whom he was and is indebted as aforesaid, of and from that to which they and it are lawfully entitled; that the said deed was not made upon consideration deemed valuable, ^{in law,} but was and is a purely voluntary conveyance; and that the said Amanda C. Jordan had, at the time said deed was made, notice of the fraudulent intent of her said husband in the execution thereof;

Your Complainant further charges that the said indebtedness of said William T. Jordan to it was contracted long before the said pretended deed was made by him and was a valid, subsisting indebtedness when such deed was made:

Your Complainant further charges that the property which the said William T. Jordan fraudulently and without valuable consideration undertook to convey by said pretended deed to his wife, included all the real and personal estate of which he was seized and possessed at the time said deed was made, such real and personal estate being as follows:

1. All that certain tract or parcel of land upon which the said William T. Jordan with his family has resided during a period of many years, situated near Oriver in Sleepy Hole Magisterial District, in said County, containing one hundred (100) acres, more or less, and bounded on the north by the lands of Severn P. Warrington, or his wife, and Jeremiah Jones, on the east by the lands of Jacob

W. Darden and Jeremiah Jones,
on the South by the lands of Jacob
W. Darden and Albert G. Darden,
and on the west by Cross Swamp,
and the land of John G. Peak, and
being the same tract or parcel
of land which was sold and
conveyed to said William J. For-
dan Long prior to the year 1875 in
several parcels, as will appear
from the deed made ^{to him} by William
E. Jordan, President of the Board of
Trustees of Yeates Free-Schools on the
6th day of October 1866 and recorded
on the 11th day of October 1866 on
page 150 in deed-book No. 1 in said
office; the deed made by Archibald
~~and~~ Riddick and wife to said Wil-
liam J. Jordan on the 17th day of
October 1866 and recorded the same
day on page 151 in said deed-book;
and the deed made by said Archi-
bald ~~and~~ Riddick and wife to said
William J. Jordan on the 22 day of
May 1867 and recorded the next day
on page 267 in said deed-book.

2. One lot of household furniture,
consisting of four beds and steads
and bedding, one lot of chairs, safes,
bureaus, wardrobes, secretaries, mirrors,
carpets and other household articles
in the residence on said land.

3. one lot of kitchen furniture consisting in part of dining tables, stoves, crockery-ware, table-ware, tubs, and basins also located in the said residence.

4. one lot of farming implements consisting of two carts with wheels and harness, one buggy with harness, plows, hoes, shovels, forks, drags, rakes, corn-sheller and axes.

5. one hundred barrels of new corn growing and about to mature on said land, six tons of hay, six thousand pounds of fodder, one hundred barrels of sweet potatoes, three horses and mules, seven hogs, five hundred pounds of bacon, twelve ducks, fifty chickens, and twenty guineas.

Your Complainant further represents and shows unto ~~Your Honor~~ that the alleged consideration which passed from said Amanda C. Jordan to her husband, the said William J. Jordan, to wit, the sum of nineteen hundred and fifty nine and $\frac{70}{100}$ dollars, for the said real and personal estate, is stated in said deed from him conveying such estate to her, to consist of rents collected by him from tenants of certain real estate belonging to

her and held by her as her sole and separate estate, for and during the period from the first day of January 1883 to the first day of September 1897.

^{John C. Corbin, plaintiff, charges} that ~~the~~ ^{real estate} which yielded said rents consists of a parcel of land known as the P. H. Arthur farm situated in Sleepy Hole Magisterial District in said County containing one hundred (100) acres, more or less, and bounded by the land of Abram Milteer, Henry Kim John N. Griffin and others, and is the same land which was devised by Charlotte Arthur to her daughter, said Amanda C. Jordan, as will appear by the last will and testament of said Charlotte Arthur, a copy of which duly certified is herewith filed as part of this Bill and marked Exhibit C.

That said Charlotte Arthur departed this life in the year 1874 and her said last will and testament was probated and recorded in the office of the clerk of said County Court, on the 8th day of June 1874.

That the gift of said last-mentioned parcel of land by said Char-

That said devise was made in the following words, to wit:
"I give and bequeath to Amanda C. Jordan my right and title in the place formerly belonging to P. H. Arthur, thus making the said devised a common law estate;

lotte Arthur to her said daughter was made without the use of any words or language that could in any manner make said devise the equitable estate, or the equitable separate estate, or the sole and separate estate of said Amanda C. Jordan;

That the recital in said deed from said William J. Jordan to his wife that the parcel of land devised to her as aforesaid "was and is the sole and separate estate of the said Amanda C. Jordan", and that said rents were and are "the direct and separate estate and property of the said Amanda C. Jordan", is not true;

That the said devise by said Charlotte Arthur to her said daughter of said last-mentioned land was made before the passage by the General Assembly of Virginia of any act affecting the common law marital rights of either the husband or wife's interest in, or control over, each other's freehold lands, or common law estates;

That the said devise, therefore, became immediately upon the

death of said Charlotte Arthur, the common law freehold estate of said Amanda C. Jordan, and, being such estate, the said William T. Jordan became, was, and is the absolute master, by virtue of his marital rights under the common law, of all the rents, issues and profits of the land devised as aforesaid, and entitled to the same as of right to be used, enjoyed and disposed of as his own property as he might see fit during coverture.

That it is, therefore, not true that the said rents and profits collected by said William T. Jordan during coverture from the first day of January 1883 to the first day of September 1897 to the amount of \$1959.⁷⁰ ever constituted an indebtedness on his part to his said wife, or could ever be made and held to be a valuable consideration for the property conveyed by him by his said deed to his said wife.

That such rents and profits, being the property of said William T. Jordan, the said deed

from him to his wife was made without consideration deemed valuable in law and for that reason should be cancelled and annulled and declared null and void as to your Complainant and the creditors generally of said William T. Jordan at the time it was made;

Your Complainant further says that the land devised as aforesaid remained under the control of James Hargroves, the executor of said last will and testament, in pursuance of the first clause of such will, until the first day of January 1882 and that the rents and profits of such land were collected and disbursed by him down to that date as directed by said will:

That the rents and profits of said land, devised as aforesaid, for the year 1882, if any, were collected by the said William T. Jordan, but are not made part of the consideration for said deed from himself to his said wife;

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 William I. Jordan and Amanda C. Jordan, his wife, may be made parties, defendants, to this Bill and be required to answer the same, but answer under oath is waived; that the said pretended deed from said William I. Jordan to his wife, said Amanda C. Jordan, may be declared illegal, voluntary, null and void, - made with intent to delay, hinder, and defraud his creditors, and especially Your Complainant, of and from that to which they and it are lawfully entitled, and that it was not made upon consideration deemed valuable in law; that the real and personal property, mentioned in said last-named deed, may be declared subject to a lien in favor of Your Complainant for the full amount of the said indebtedness of said William I. Jordan to it in preference to the claims of any other of his creditors; that said last-named deed may be cancelled, annulled and set aside as to Your Complainant

and the real and personal estate therein mentioned sold, and the proceeds of ^{the} sale applied to the discharge, payment, and settlement of said indebtedness to it; that all proper and necessary accounts of such indebtedness and of said last-mentioned real and personal estate, may be taken, and all necessary inquiries directed in the premises; that a reasonable fee or compensation may be allowed and paid to Your Complainant's counsel for his services out of such money or property as may come under the control of the Court; 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.

American Fertilizing
Company (a corporation),
By Wilbur J. Kilby, its
Counsel.

17 August 1898.

American Fert. Co.

vs. } In Chy.

Jordan &als

Bill

American Text Co

Wm In Chancery

W D Jordan vs others

1898 Aug 17th Process issued returnable
September Rules 1st Monday

" Sept. 5th. Process returned executed
on defendants

Bill filed and decree nisi
vs said defendants

" " 19th Decree nisi confirmed
and Cause set for hearing

Amer. Peet Leo
W } C. hancus
Nolet
W I Jordan & others

W. J. Kilby

American Fertilizer
Co. (a Corporation)

vs. In Chancery

W^m B Jordan & wife

1901

October Term

Final Decree

American Fertilizer Company
vs. W^m B Jordan & wife

Costs
Clerk \$7.45
" Co. \$2.25
Stiff 1.00
Tax 1.50
ally \$15.00
\$27.20