

1916-002-
Nansemond Co (Suffolk)

Chancery Causes: Holland Supply Corp] vs A. T. Gomer et al

THIS DEED, Made this the 3rd., day of November, between between A. T. Gomer of the County of Nansemond, Virginia, party of the first part, and M. T. Gomer, of the County of Nansemond, Virginia, party of the second part.

WITNESSETH: That for and in consideration of the sum of Two Thousand (\$2,000.00) Dollars, the said party of the first ~~part~~ doth grant unto the said party of the second part, with general warranty, all the following property to-wit:

17 X First: All that certain tract of land situated in the County of Nansemond in the State of Virginia, containing fifty (50) acres more or less, sale and conveyance is ~~gross~~ and not by the acre, and adjoining the lands of John A. Butler on the east; B. K. Rawles on the South and B.K. Rawles on the West and the Reid tract of land on the North. X

This is the same property conveyed to the said A. T. Gomer by Deed from John D. Milteer and others, dated March 5th., 1896, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia in Deed Book 36, page 620 and by deed from Thomas Gomer dated July 11th., 1895 and duly recorded in Deed Book 36, page 217, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

Second: All the personal property now belonging to the said A.T. Gomer the same being located in the County of Nansemond and State of Virginia, and consisting of all his household and kitchen furniture, hogs, cows, horses, carts, buggies, harness, all farming implements, all corn, all peanuts, all cotton now located on the above described real estate; and all of the chattel property and personal property now belonging to the said A. T. Gomer wherever the same may be located, together with the increase of the said chattel property.

The said party of the first part hereby reserves to himself all rights and privileges in and to the above described real estate for and during his natural life.

The said party of the first part covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that he, the said

party of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal.

A. T. Gomer (SEAL)

State of Virginia,

City of Suffolk, towwit:

I, C. L. Lewis, a Notary Public, for the City aforesaid, in the State of Virginia, do certify that A. T. Gomer, whose name is signed to the foregoing writing, bearing date on the 3rd day of November, 1914, has acknowledged the same before me in my City aforesaid.

Given under my hand this 3rd day of November, 1914.

My commissions expire on the 20th day of January, 1918.

C. L. Lewis, Notary Public/

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 3rd day of November, 1914-

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

Teste: G. E. Bunting, Clerk,

By Kate Parker, D. C.

A Copy-Teste:

G. E. Bunting, Clerk,

By Kate Parker D. C.

C O P Y

A. T. Gomer

Deed of B. & Sale to

M. T. Gomer

Recorded Deed Book No. 80,

Page 156.

16 11
Ex A

7-11-100

C. B. Godwin.

W. C. Moore.

C. J. Minton.

Surveyor.

R. H. Moore.

520
226

274

226
274

500

Pd 5.00
7.00

12.00

For 1.00 ✓
stay 2.00 ✓

2.50 ✓

5.50 ✓

2.50 ✓

8.00 ✓

218.00

226.00

Mindy S. Tallings



CONSIGNMENTS
SOLICITED.



W. S. Cross Company, Inc.
WHOLESALE

PRODUCE AND COMMISSION MERCHANTS.

OWNERS OF

CALYCINE BOTTLING COMPANY

Bottlers of **CALYCINE BOTTLING COMPANY**
HIRES TOKO, GOEDELLE GINGER ALE, SODAS, ALL FLAVORS,
IES CAKES, CRACKERS

FANCY GROCERIES, CAKES, CRACKERS & CANDIES.

SUFFOLK, VA.

1961
53
67
489

$$\begin{array}{r} 274.00 \\ 13.61 \\ 1.28 \\ 1.50 \\ 5.00 \\ \hline 285.39 \\ 159.39 \\ \hline 445.78 \\ 445.22 \\ \hline 500.00 \end{array}$$

Bunting

Lutkens

Jylov

H & C.

Clark

Shiff

RAV

697

250 all

4.47

15.18 ✓

19.61

12.00

7.61

1.50

5.00

159.39

8.00

2.00

183.50

42.50

226.00



CONSIGNMENTS
SOLICITED.

W. S. Cross Company, Inc.
WHOLESALE



PRODUCE
AND
COMMISSION MERCHANTS.

OWNERS OF

CALYCINE BOTTLING COMPANY

Bottlers of HIRES TOKO, GOEDELLE GINGER ALE, SODAS, ALL FLAVORS,

FANCY GROCERIES, CAKES, CRACKERS & CANDIES.

SUFFOLK.VA.

1886.
134.09
8.30
142.39
5.00
2.00
30.00
184.39
25.00
159.39

261
475-1489
436
142.39
12.00
130
184.39
25.00
159.39

VIRGINIA:

City of Suffolk, to-wit:

I, J. E. B. Holladay, a Notary Public for the city afore-said in the State of Virginia, do certify that Peter P. Knight and Nettie Knight, his wife, and Mary E. Knight, personally appeared before me this day and acknowledged the due execution of the foregoing deed of bargain and sale; and the said Nettie Knight, being privately examined separate and apart from her said husband, touching her voluntary execution of the ~~same~~, doth state that she signed the same freely and voluntarily without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto.

Given under my hand and official seal this 15th day of May, 1915. My term of office expires on the 14th day of May, 1918.

Notary Public.

142.13
 5.00
 7.00
 30.00

 184.13
 25.00

 159.13

25
 15
 250

42.50

247
 1.00

 347
 12.24

 1571
 5.90

 2161
 12.00

 9.61

1.00

 290
 200

 590

 201
 570
 9.00

HSE.

ch
 Hvl
 bit
 aut

Red SS.

S.

142.13
 30.00
 12.00

 184.13
 9.61
 5.00
 1.50
 17.53

 217.74
 2.50

 220.24
 279.76

 500.00

Holland Supply Corporation

A. J. Garner.

Common Law Judgment	\$ 134.09
Interest	8.04
Common Law Costs	3.25
	\$ 145.38

Costs of Change Court

with Tax	1.50
clerk Court	10.74
sheriff	2.90
att	15.00
depositions	35.00
Witnesses	1.50
	\$ 66.64
	\$ 212.02

that the defendant Company allowed
 and permitted their ^{slaves} ~~slaves~~ blankets, and other
 dishes to accumulate and remain on
 the floor on which the plaintiff was
 required to work, in order to do his
 work, that in making over said floor
 blanket & dishes which in the discharge
 of his duties the plaintiff incurred
 fault on his part slipped and
 fell and was caught in the M. & S
 and injured as alleged, that the failure
 of the D. C. to an ordinary care to
 keep & keep said floor reasonably clean
 & clear of such blankets & dishes, ~~that~~
~~such failure~~ was the proximate cause
 of the injury, that the Company was
 not so open & obvious as to cause
 it as a reasonably prudent person
 to refuse to work on said floor in said
 condition. that the jury must find
 for the plaintiff

Read

91-M. 208

George Manos.

Nick Manos

Sh

To 26 Months service at \$40 \$1040.
Or

Rank & Money paid

260
120
1400

260
780

60
90
120
220
1400

600
260
340

50

1500

2 years \$24 =

\$600.00

25

75

\$450

360
240

1500
1340
1490

1340.09
804.54
249
100
250
100
all

OFFICE, PHONE 1495
RESIDENCE, PHONE 4438-W

ROBERT H. RUSH
SHORTHAND REPORTER AND NOTARY PUBLIC
340-342 MONTICELLO ARCADE
NORFOLK, VIRGINIA

July 3, 1915.

JUDGE R. H. RAWLES,

TO ROBERT H. RUSH,

DR.

1915.

June 21st,

To 74 pp. depositions in the case of
Holland Supply Corporation v. A. T.
and M. T. Gomer - - - - -

\$30.00

Received payment.

R. H. RUSH.

Hon. Sec. E. Beunting Clerk of the
Circuit Court of Fauquier Co.

Holland Soff Corporation

Ref

A. T. Gomer

M. T. Gomer.

Ref

Issue summons for the following
witnesses to appear before M. V. Andrews
Notary Public, at the office of R. H. Maules
in Lippincott Va. at 10 o'clock A.M. on
Monday the 21st day of June 1915 to testify
in behalf of the plaintiff in the above
suit.

^{E. L. Holland}
E. L. Holland

Near Holland Va.

D. R. Butler

" " "

A. L. Harrell

Lippincott Va.

R. H. Maules 19

Hon. Geo. S. Beutling Clerk Circuit
Court of Warren Co. Va.

Holland Supply Corporation
to

Atty

A. J. Gomer
M. J. Gomer

Atty

Issue summons for plaintiff against
defendants to 1st March 1915
to answer a Bill in chancery.

R. H. Rawley

Debit paid

Feb 23. 1915

\$ 7.00

Memo. for Clerk

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON.... Elisha E. Holland, D. R....
Butler and A. L. Harrell

to appear before ~~the Judge of the Circuit Court of Nansemond County, at the Court House in Nansemond County~~ M. V. Andrews, Notary Public, at the office of R. H. Rawles, Suffolk, Va.

on the... 21st day of... June, 1915, at... Ten .. o'clock A. M., to testify and the truth

to say on behalf of..... Holland Supply Corporation

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

..... Holland Supply Corporation Plaintiff..

and

..... A. T. & M. T. Gomer Defendant. 8

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

Witness, G. E. BUNTING, Clerk of our said Court, at his office, this... 12th day of... June
1915., in the 13.9...th year of the Commonwealth.

..... G. E. Bunting....., Clerk
By *W. P. Bell* D. C.

Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day
you attend Court, under same, and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

ORIGINAL
EXCERPT FOR

Holland Supply
Corporation

VS

A. T. Gomer and

M. T. Gomer

Nansemond
Circuit Court

Executed this 18th day
of June by delivering
a true copy of the
within process to
D. R. Dettler in person
at his residence
in County of Nansemond
Va.

Clifford E. Hall and not
being found at his usual
place of abode, I executed
the within process by
delivering a true copy
thereof to his wife,
Mary E. Hall and, whom
I found on the premises
she being over the age
of sixteen. and by
giving her information
as to its purport, in
the Co. of Nansemond, Va.

A. H. Baker, Sheriff.
By J. W. Pinner, Deputy.

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON... **A.T.Gomer and M.T.Gomer,**...

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... **March**... **1915**.., to answer... **a**... Bill in
Chancery, exhibited against... **them**...
in the said Court by... **Holland Supply Corporation**...

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this... **23rd**... day of
... **February**..., 19**15**.., in the 13**9**... year of the Commonwealth.

~~A copy~~ Teste:

Clerk.

Teste:

Clerk.

ORIGINAL

... R. H. Rawles, p. q.

Holland Supply Corporation

vs.

In Chancery.

A. T. Gomer and M. T. Gomer

1915...

... March, Rules.

... First, Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3...

Page 130.

Executed this 17th day of February, 1915, by delivering a true copy of the within process to Mr. T. L. Gomer in person. A. T. Gomer not being found at his usual place of abode, ascertained that within process by delivering a true copy to his wife, Mrs. Maria Gomer a member of the family, whom I found there on the premises and by giving her information as to its object.

in person, in the County of Nansmond, State of Virginia.

A. T. Gomer
M. T. Gomer
Sheriff

Suffolk, Va. June 11th, 1915.

TO Messrs. A. T. Gomer and M. T. Gomer:

Please take notice that I shall at the office of R. H. Rawles, in Suffolk, Virginia, on Monday, the 21st day of June, 1915, between the hours of 8 A. M. and 6 P. M. proceed to take the depositions of J. T. Rawles and others, to be read as evidence in my behalf, in a certain suit in equity pending in the Circuit Court of Nansemond County, wherein I am plaintiff and you are defendants; and if from any cause the taking of the said depositions be not commenced on that day or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time until the same shall have been completed.

Of all of which you will please take notice and govern yourselves accordingly.

HOLLAND SUPPLY CORPORATION.

By

R. H. Rawles, Counsel

We hereby accept service of the above
Notice. June 11, 1915.

A. T. Gomer
M. T. Gomer

by H. E. Holland
his atty.

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF HANSEMOND COUNTY:

Your undersigned Special Commissioner, in the Chancery cause of the Holland Supply Corporation vs. A. T. Gomer, and M. T. Gomer, appointed as such by a decree entered in said cause on October 11th, 1915, and ordered and directed to rent the real estate of the said A. T. Gomer, to pay a debt due the said Holland Supply Corporation, respectfully begs leave to report that the said A. T. Gomer has come forward since said decree was entered and paid the debt due said Holland Supply Corporation, together with all interest on the same, and the cost and expenses of this suit; therefore it becomes unnecessary for your commissioner to act under said decree of October 11th, 1915.

Your Commissioner further reports that he has paid all the cost and expenses of the said suit, and has paid the debt due the said Holland Supply Corporation.

All of which is respectfully submitted.

R H Rawles.
Special Commissioner.

Report of R. H. Ranks
Special Collector.

Filed Nov. 17. 1915.
RHR

Holland Supply Corporation,

vs.

In Chancery.

A. T. Gomer, and M. T. Gomer.

This cause came on this day, to be heard on the bill of the complainant, and the exhibits filed therewith, the answer of the defendants, and the depositions of witnesses, taken after due notice, and was argued by counsel.

On Consideration Whereof, it appearing to the Court from the record in the case that the defendant, A. T. Gomer reserved, and owns a life interest in the real estate in the bill and proceedings mentioned and that said life interest in said real estate is subject to the ^{lien} of the judgment of your complainant in the bill and proceedings mentioned, the court, without deciding any of the other issues in the cause raised by the pleadings, doth order, adjudge and decree that R. H. Rawles, who is hereby appointed a Special Commissioner for that purpose, shall, after having advertised the time, place and terms thereof for fifteen (15) days, in such manner as he may deem best, proceed to rent at public auction before the old Post Office site in Suffolk, Virginia, on some day to be named in said advertisement, the following real estate, in which it appears the said defendant A. T. Gomer owns a life interest, to-wit: All that certain tract of land, situated in the County of Nansemond, and State of Virginia, containing fifty (50) acres, more or less, adjoining the lands of John A. Butler on the East; B. K. Rawles on the South; B. K. Rawles on the West; and the Reid tract of land on the North; and being the same property conveyed to the said A. T. Gomer by John D. Milteer, and others, by deed dated the 5th day of March, 1896, and duly recorded. The said term of rental to begin on the 1st day of January, 1916 and end on the 31st day of December, 1916. The terms of said rental shall be as follows: The renter to pay \$25 cash and to give his bond for the remainder, with personal security deemed sufficient by said Special Commissioner, and payable on the 1st day of December, 1916, and all the crops

cultivated or raised on said property, of every kind, by the said rentor, shall be held liable for the true payment of said rent and shall not be removed from said property until said rent has been paid, except with the written consent of the said Special Commissioner; and the court doth hereby order the said

A. T. Gomer to deliver possession of the said real estate to *such person as may be reported as the highest bidder at the renting* ~~the said Special Commissioner, for the purpose of being rented~~ *person authorized* ~~by him as above decreed.~~

But before the said Special Commissioner shall act under this decree he shall first enter into a bond in the penalty of \$ 250, before the Clerk of this court, with security deemed sufficient by said Clerk, conditioned for the faithful performance of his duties under this and all other decrees that may hereafter be rendered in this cause.

The said Special Commissioner is directed to report all his acts under this decree to this court, and this cause is continued.

Receipt for
Rental.

Enter Accts. 11.1915.
Jas McEmore.

Order Book no. 5-
Page 18.

In the Circuit Court of Hansemond county in vacation on the
11th day of September 1915.

Holland Supply Corporation

Vs.

A. T. Gomer and H. T. Gomer.

By consent of all parties plaintiff and defendants entered
of record it is ordered that the papers in this cause may
be submitted to the judge of this court in vacation for
such judgment order or decree therein in vacation as might
be made in term.

*All which is hereby certified to the Clerk of this
Court to be entered in the Chancery order book*
Jas L. McManis

We consent to this
deed.

R H Rauler atty
for Plaintiff.

Hugh Holland
attorney for Defendant

Enter Sept. 11. 1915

Jas S W Moore.

Under Book No. 5 -
Page 14 -

Holland Supply Corporation,

vs.

In Chancery.

A. T. Gomer & M. T. Gomer.

This cause came on this day to be again heard on the papers formerly read as well as on the report of R. H. Rawles, Special Commissioner, duly appointed as such by decree therein of October 11th, 1915, directing him to rent the real estate belonging to the defendant A. T. Gomer, and to report to court, which said report was filed on the 17th day of November, 1915, and to which no exception has been filed and was argued by counsel.

On Consideration Whereof, It appearing from said report that the said defendant A. T. Gomer has paid off and discharged in full the debt due the said Holland Supply Corporation, together with all interest on the same, and has paid all the cost and expenses of this suit and sale, and it appearing that nothing further remains to be done in this cause, it is ordered that the same be stricken from the docket.

Final Receipt,

Enter Aug 10. 1916.

J. W. Moore

Order Book No. 5—

Page 33

IN THE CIRCUIT COURT OF HANSEMOND COUNTY, VIRGINIA.

Holland Supply Corporation
VS.
A. T. Gomer and M. T. Gomer

The separate demurrer and answer of M. T. Gomer to a bill exhibited against him and A. T. Gomer, in the Circuit Court of Hansemond County, Virginia, by the Holland Supply Corporation.

This respondent demurs to the said bill and says that said bill is not sufficient in law and without waiving said demurrer, but on the contrary expressly insisting thereon, and reserving himself the benefits of all exceptions to the bill.

Your respondent for answer to said bill, or to so much thereof as he is advised it is material for him to answer, answers and says:

First: That your respondent is the grantee in a certain deed named in ~~a certain~~ ^{said} bill of complaint from A. T. Gomer, conveying the real and personal property in said bill described.

Second: Your respondent denies that said bill was made without any consideration deemed valuable in law, or that it was made for the purpose and intent of the said A. T. Gomer to hinder, delay or defraud the creditors, or especially to hinder, delay and defraud the Holland Supply Corporation. Your respondent denies that he had any notice of any such fraudulent intent on the part of A. T. Gomer, and denies that he entered into the transaction for the purpose

of assisting, aiding and abetting the said A. T. Gomer in perpetrating a fraud upon said creditors in the collection of their just debts.

Third: Your respondent further says that the consideration for the said conveyance was \$2000.00, and that this consideration is a just and fair sum for the property conveyed, especially as the said A. T. Gomer reserved a life right in the real estate, and as his wife reserved her contingent dower interest by not uniting in said deed. Your respondent denies that the consideration named in said deed is in any way fictitious.

Fourth: Your respondent denies that at the time of the making of the said deed that he was living or constituting one family with A. T. Gomer, or that he has at any time since the making of said deed, constituted one family with the said A. T. Gomer. Your respondent denies that the said transfer of the said property was in any way false or fraudulent.

Fifth: Your respondent admits that the wife of the said A. T. Gomer did not join in the conveyance, and for this reason the rights obtained under said deed were not as valuable as they would have been had she so joined in.

Sixth: Your respondent further says that he purchased the personal property of the said A. T. Gomer, as he had a legal right to do, that he has taken possession of said personal property in good faith and without any intention to defraud any creditor of the said A. T. Gomer.

Seventh: Your respondent admits that the said A. T. Gomer reserved in said deed a life right to said real estate, and that fact made the rights obtained under said deed less valuable than they would have been by a conveyance of a fee simple title without any reservation.

Eighth: Your respondent denies that said deed was made and executed by the said A. T. Gomer to him in accordance with a conspiracy entered into between them to hinder, delay and defraud the creditors of the said A. T. Gomer, and he further denies that such was the intent of the said A. T. Gomer in making said deed, or that he, your respondent, was aware of any such intent at the time.

Ninth: Your respondent further denies that the said deed is false or fraudulent or null or void, and denies that any creditor of the said A. T. Gomer is entitled to have same so pronounced.

Tenth: Your respondent denies that the complainant in said bill, or any such creditor of the said A. T. Gomer, is entitled to have said deed declared false or fraudulent, or null or void, or that same should be set aside as to the debts of the said Holland Supply Corporation, or any other creditor of the said A. T. Gomer.

Eleventh: Your respondent further denies that the complainant in said bill is entitled to have any of the property mentioned in said deed sold, either personal or real, but on the other hand, that he is entitled to have the deed for the said property declared valid and binding, and that he is entitled to the possession and ownership of said property, and all rights accruing to him as such grantee in said deed, just as he would as the grantee of any other legal and valid conveyance.

And now having fully answered, this respondent prays that he be hence dismissed with his reasonable cost in this behalf expended.

And this respondent will ever pray, etc.

A. T. Gomer
by H. H. Hollander, atty

In the matter of
Holland Supply Corporation
VS.

A. T. Gomer and M. T. Gomer.

(Separate demurrer and
answer of M. T. Gomer.)

Filed May 10, 1918-
L. G. Armstrong,
Clk.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

*
Holland Supply Corporation *
*
VS. *
*
A. T. Gomer and M. T. Gomer *
*

The separate demurrer and answer of A. T. Gomer to a bill exhibited against him and M. T. Gomer in the Circuit Court of Nansemond County, by the Holland Supply Corporation.

This respondent demurs to the said bill and says that said bill is not sufficient in law and without waiving said demurrer, but on the contrary expressly insisting thereon, and reserving to himself the benefits of all exceptions to the bill.

Your respondent for answer to said bill or to so much thereof as he is advised that it is material for him to answer, answering says:

First: This respondent admits that on the 23rd day of January, 1915, the said Holland Supply Corporation obtained a judgment against A. T. Gomer in the Circuit Court of Nansemond County, as alleged in said bill.

Second: This respondent admits that an execution was duly issued on said judgment, and that A. H. Baker, Sheriff, returned said execution with the return alleged in said bill.

Third: This respondent admits that no part of said judgment has been paid.

Fourth: This respondent says that on the 3rd day of November, 1914, that A. T. Gomer conveyed to M. T. Gomer for a consideration of \$2000.00 the real and personal property described in said bill, and that deed conveying same was duly

recorded in the Clerk's Office of the Circuit Court of Hansemond County on the 3rd day of November, 1914.

Fifth: This respondent denies that said deed was made without any consideration deemed valuable in law, or that it was made for the purpose and intent by the said A. T. Gomer to hinder, delay and defraud his creditors, or to hinder, delay and defraud the said Holland Supply Corporation, but says that said deed was made for the valuable consideration of \$2000.00, and without any intent to defraud any creditors of the said A. T. Gomer.

Sixth: This respondent further denies that the consideration named in the deed was wholly or grossly inadequate for the property conveyed, but says that the wife of the said A. T. Gomer did not join in said conveyance, and therefore, still holds a contingent right of dower in said real estate, and that said A. T. Gomer reserved to himself a life interest in said real estate, both of which facts greatly reduce the price that the said real estate would ~~xxxxx~~ have if an absolute fee simple title were conveyed by the said A. T. Gomer and his wife, and your respondent further says that the sum of \$2000.00 is a fair price for the property conveyed.

Seventh: This respondent further denies that he and A. T. Gomer were living together and constituting one family at the time the said deed was made, or that at any time since the said conveyance that they have lived together and constituted one family, and your respondent further denies that said A. T. Gomer has been in the possession of the personal property named in said deed since the making of said deed.

Eighth: Your respondent admits that the wife of the said A. T. Gomer is now living and was living at the time of said deed, and that she did not unite in the same.

Ninth: Your respondent says that he had the right to convey all of his personal property, and that the conveyance of the same does not show any fraudulent intent on his part.

Tenth: Your respondent further admits that he reserved unto himself a life right to the said real estate.

Eleventh: Your respondent further denies that he entered into any conspiracy with said M. T. Gomer to hinder, delay or defraud his creditors, that he had no such intent, and that said M. T. Gomer, therefore, could not have been aware of such intent.

Twelfth: Your respondent further denies that said deed was false or fraudulent or null or void, but says that it is firm and binding, and that he was merely exercising his legal rights in selling and conveying his said property.

Thirteenth: Your respondent denies that the Holland Supply Corporation is entitled to have said deed set aside, or decreed and declared to be false and fraudulent, null and void as to his creditors, and your respondent denies that the said complainant is entitled to have same set aside as to the debts of the said creditors of A. T. Gomer, or to have the property mentioned in said deed sold to satisfy the debt due to the complainant, or to have any part of the said property, either real or personal, sold to satisfy the claim of the complainant,

And now having fully answered this respondent prays that he be hence dismissed with his reasonable cost in this behalf expended.

And this respondent will ever pray, etc.

A. T. Gomer
by H. H. Hollander, atty

In the matter of
Holland Supply Corporation

VS.

A. T. and M. T. Gomer

(Separate demurrer and
answer of A. T. Gomer)

*Filed May 10, 1915 -
J. E. Smith
Oak*

TO THE HONORABLE JAMES L. McLEMORE,

JUDGE OF THE CIRCUIT COURT OF HANSEMOND COUNTY:

Humbly complaining sheweth unto the court your complainant the Holland Supply Corporation, a corporation duly chartered and doing business under the laws of this State, the following case:

Your complainant says that on the 23rd day of January, 1915, it obtained a judgment against one A. T. Gomer, in the Circuit Court of Hansemond County for the sum of one hundred and thirty-four (\$134.09) $\frac{09}{100}$ dollars, on a Homestead waived note, made by the said A. T. Gomer and payable to your complainant, with interest on same from the 24th day of October, 1914, and \$ 6.97 cost, which said judgment is docketed in the Clerk's Office of said court, in J. D. No. 5, page 216.

Your complainant further says that an execution was duly issued on said judgment and placed in the hands of A. H. Baker, Sheriff of Hansemond County, for collection, and that the said A. H. Baker has duly returned the said execution with the following return thereon, to-wit: "I can find no property to satisfy the within judgment or any part thereof. Feb. 23d, 1915. (Signed) A. H. Baker, Sheriff."

Your complainant farther says that no part of said debt represented by said judgment has been paid, but that the whole of the same is now justly due by said A. T. Gomer to your said complainant.

Your complainant further says that on the 3d day of November, probably in the year 1914, though the deed hereinafter alluded to bears no date to show the year in which it was made, the said A. T. Gomer executed a certain deed to his son H. T. Gomer, by which for the alleged consideration of two thousand (\$2000) dollars, he attempted to convey to his said son H. T. Gomer, all

the real estate of which he, the said A. T. Gomer was seized and possessed, and which is described in said deed as follows:

"First: All that certain tract of land situated in the County of Hansemond in the State of Virginia, containing fifty (50) acres more or less, sale and conveyance is gross and not by the acre, and adjoining the lands of John A. Butler on the East; B. K. Rawles on the South and B. K. Rawles on the West and the Reid tract of land on the North.

This is the same property conveyed to the said A. T. Gomer by Deed from John D. Hiltner and others dated March 5th, 1896, and duly recorded in the Clerk's office of the Circuit Court of Hansemond County, Virginia, in Deed Book 36, page 620 and by deed from Thomas Gomer dated July 11th, 1895 and duly recorded in Deed Book No. 36, page 217, in the said Clerk's Office."

And by which said deed the said A. T. Gomer also attempted to convey to his said son H. T. Gomer, all of his personal and chattel property, of every kind, character and description whatever, which said personal property is described in said deed as follows:

"Second: All the personal property now belonging to the said A. T. Gomer, the same being located in the County of Hansemond and State of Virginia, and consisting of all his household and kitchen furniture, hogs, cows, horses, carts, bugies, harness, all farming implements, all corn, all peanuts, all cotton now located on the above described real estate; all of the chattel property and personal property now belonging to the said A. T. Gomer wherever the same may be located, together with the increase of the said chattel property."

or Gomer of said deed is fraudulent, void and
your complainant charges that the said deed
was made without any consideration deemed valuable in law, and was made for the specific purpose and intent by the said A. T. Gomer, to hinder, delay and defraud his creditors, especially to hinder, delay and defraud your complainant in the collection of its said debt, of which said fraudulent intent the said grantee H. T. Gomer had due notice, and entered into said transaction for the purpose of assisting, aiding and abetting the said A. T. Gomer in perpetrating a fraud upon said creditors in the collection of their just debts.

Your complainant further says that at the time of the execution of the said deed the said A. E. Gomer owed it the amount aforesaid; that the same was justly due to it, from him and that no part of the same has been paid; it further says that it has exhausted its remedy at law in seeking to recover from the said A. E. Gomer the amount he so justly owes to it, and that the making of the said deed by the said A. E. Gomer embarrassed your complainant in the collection of its said debt and prevented it from collecting same.

Your complainant further says that by the making of the said deed the said A. E. Gomer stripped himself or attempted to strip himself of all his property of all kinds, real and personal and left no property standing in his name, out of which the judgment aforesaid or any part thereof could be made.

Your complainant further says that the said A. E. Gomer at the time of making said deed, did not have sufficient property remaining, subject to execution to pay this said debt, but by means of said conveyance rendered himself wholly insolvent, and has not now, nor has at any time since said conveyance had sufficient property, subject to execution, out of which said debt could be made.

Your complainant further says that the consideration named in said deed, even if it passed at all, was wholly and grossly inadequate for the property conveyed, said consideration being placed at the sum of two thousand (\$2000) dollars, when in truth and in fact the property conveyed by said deed, real and personal, was of the value of at least four thousand (\$4000) dollars; but it further says that as a matter of fact no consideration whatever passed, but that the consideration named in said deed is and was wholly and entirely fictitious.

Your complainant further says that at the time of the making of the said deed the grantor A. T. Gomer and his son, M. T. Gomer, the grantee, were living together and constituted one family and are still living together and that as a matter of fact the personal property named in said deed has at all times since the making of the same been in the possession of the said A. T. Gomer, and that the pretended transfer of the same from the said A. T. Gomer, to the said M. T. Gomer was false and fraudulent.

Your complainant further says that the wife of the said A. T. Gomer, who is now living and who was living at the time of the execution of said deed did not and has not united in the same.

Your complainant further says that the said deed undertook to convey all of the property of every kind, real and personal, belonging to the said A. T. Gomer, wherever the same may be located; that it undertook to convey all of his household and kitchen furniture, without specifying of what it consisted or how much it was worth; that it undertook to convey all his hogs, cows, horses, carts, buggies without saying how many hogs, cows, horses, carts and buggies were conveyed or without giving the value of the same; and undertook to convey all of the farming implements without telling what they were or their value; and all corn without specifying the number of barrels or its value; all peanuts without specifying the number of bags or their value; and all cotton, without specifying the number of pounds or its value; and that therefore the said deed is false and fraudulent on its face, and makes out a case itself of fraudulent intent on the part of its maker.

Your complainant further says that the said A. T. Gomer reserves unto himself all rights and privileges in and to the above described real estate which was attempted to be conveyed, by said deed, for and during his natural life.

Your complainant is informed and believes and therefore charges that the said deed was made and executed by the said A. T. Gomer to his said son H. T. Gomer in accordance with a conspiracy entered into between them to hinder, delay and defraud the creditors of the said A. T. Gomer, and for no other purpose; that such was the intent of the said A. T. Gomer in making said deed and that the said H. T. Gomer the grantee in said deed was fully aware of said intent at the time.

Your complainant further charges that the said deed is false and fraudulent and null and void, so far as the debts due by the said A. T. Gomer are concerned, and it prays that the court may so pronounce it.

IN TENDER CONSIDERATION WHEREOF, and forasmuch as your complainant is without remedy in the premises, save by the aid of a court of equity, where such matters are alone and properly cognizable, your complainant prays that the said A. T. Gomer and H. T. Gomer, may be made parties defendant to this suit and required to answer this bill, though an answer under oath is hereby waived; that proper process may issue; that all proper accounts and depositions may be taken; that the said deed executed by the said A. T. Gomer to the said H. T. Gomer on the 23 day of November, probably in the year 1914, may be decreed and declared to be false and fraudulent and null and void as to the creditors of the said A. T. Gomer, and that the same may be wholly set aside as to the debts of the said

creditors; and that the property mentioned in said deed may be sold to satisfy the debt due your complainant; and that if enough personal property, after said deed has been set aside cannot be found to satisfy your complainant's judgment and the cost of this suit, that then the said real estate may be sold to satisfy said judgment and cost of this suit; and for all such other, further and general relief as this case may require, or which to equity may seem meet, and your complainant will ever pray, etc.

*Holland Supply Corporation
by R. H. Rawles, Counsel.*

Virginia, City of Suffolk, to-wit:

I, R. H. Rawles, a Notary Public for the city aforesaid, in the State of Virginia, do certify that J. E. Rawles, Agent, Secretary and Treasurer of the Holland Supply Corporation, has this day personally appeared before me, in my said city, and made oath that the statements contained in the foregoing bill as coming of his own knowledge are true and that all other statements therein contained as coming from knowledge or information derived from others he believes to be true.

Given under my hand this 1st day of March, 1915.
My term of office expires on the 20th day of January, 1919.

R. H. Rawles

Notary Public.

Bill.

Holland Suffly bar.

$\frac{4}{15}$

General chal.

Paid Mar. 1,

1915.

R. H. Rawles

R. H. RAWLES
ATTORNEY AT LAW
SUFFOLK, VA.

CIRCUIT COURT

SECOND MONDAY IN JANUARY, MAY,
JULY AND OCTOBER

HON. JAMES L. MCLEMORE, JUDGE
GEO. E. BUNTING, CLERK
S. E. EVERETT, COMMONWEALTH'S ATTORNEY
ALEX H. BAKER, SHERIFF
C. R. FULGHAM, COUNTY TREASURER
LEE BRITT, COMMISSIONER OF ACCOUNTS

Nansemond County Clerk's Office

SUFFOLK, VA.,

RULE NOTES:

Deposit Feb.23,1915,

\$7.00

Holland Supply Corporation,

Plft.

V. In Chancery.

A.T.Gomer and M.T.Gomer,

Defts.

Feb.23,1915.; Process issued,returnable to March Rules;1st Monday 1915.

March Rules,1st Monday 1915. Process returned

RULE NOTES.

Deposit 7.00, I-23-11

R. H. Rawls, p. J.

Holland Supply Corporation

vs. In Chancery:

A. T. Gomer and

Jos. T. Gomer.

Final Decree entered
Jan. 10 1916