

1872-011 Chancery Causes: William H. Daughtrey, admr of Elijah Jynes vs Nelson B. Gardner,
Dale of Wight County Matthew Gardner + Thomas R. Jenkins

Other surnames: Daughtrey,
Daughtrey

Wilson, Gardner

To Matthew Gardner

✓

1851 - To Service rendered for sea month, \$100,00
Dec 31st - Int - to Nov 20th 1867

41,33

\$141,33

Little Tinian

Martinique

Nov 20th 1867

"C"

Chas. S. Braden

To Matthew Gardner On

1857. To services rendered for one year 175.00

Dec 31st - Feb - to Nov 2nd 1867 82.32

257.32

Little's influence
Maudie's Garden
Nov 20th 1867

"B"

Almon Bladen

To Matthew Gardner Dr

1858- To Deacons Fund for one year \$175.00

Dec 31st - Feb - To Nov 20 1867

93.32

\$268.32

Letter 5 in full

Matthew Gardner
Nov 20th 1867-

Am

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight—Greeting:

We command you that of the goods and chattels of Thomas R. Jenkins
and Nelson B. Gardner

late in your bailiwick, you cause to be made the sum of Sixty Six dollars
with interest thereon from the 6th day
of April, 1868, till paid, which was
W. Daughtrey admor. of Elijah Joyner dec?

lately in our County Court of the County of Isle of Wight, recovered against them
for debt; also the sum of five Dollars and 83 Cents,
which to the said Joyner's admor. in the same Court were adjudged
for his damages, as well by reason of detaining the said debt, as for his
cost in that suit expended, whereof they are convicted as appears to us
of record; and that you have the said debt and damages before the Justices of our County
Court, at the Courthouse, on the first Monday in June next, to render unto the
said Joyner's admor. of the debt and damages aforesaid.
And have then and there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, this 9th day
of April — A. D. 1868, and in the 9th year of the Com-
monwealth.

N. P. Young clk
Wm. L. Hart, D.C.

Eftt. C.

Joyner is a debtor:

vs. { Copy of
Hi: fa:

Jenkins & Gardner

To June 1868
Shands & Co.

Came to hand 14th of
Apl: 1868 at 10.
o'clock A. M.

E. S. Eley Shff:

I can find no prop-
erty on which I can
levy this ^{within} execution
given 1st 1868.

Mills E. Powell D.S.
for E. S. Eley Shff.

Attos. & lay	3.00
clk. —	1.83
Shff. —	1.00
	<u>5.83</u>

Fee 50¢

This Deed made and executed this 28th day of February in the Year Eighteen hundred and Sixty Eight, between Nelson B. Gardner of the County of Isle of Wight and State of Virginia of the One part, and Matthew Gardner of the County and State aforesaid of the Other part; Witnesseth; that the said Nelson B Gardner for and in consideration of the Sum of Two Thousand Dollars Current Money of the United States, to him in hand paid by the said Matthew Gardner at or before the enrolling, and delivery of these presents (the receipt whereof is hereby acknowledged, here bargained and sold, released, and Confirmed unto the said Matthew Gardner, a certain tract or parcel of land Situate, lying and being in the aforesaid County of Isle of Wight, adjoining the lands of Lawrence Johnson, and the lands of Mills Eley dec^d. and bounded on the West, by the Black River, Containing Two hundred and Sixty ~~acres~~ and two third Acres more or less; With all the improvements thereto belonging, together with the Stock of horses, hogs, sheep & Cattle, Crop of corn, peas and fodder, house hold and Kitchen furniture, farming utensils &c. Which lands and property herein named, the said Nelson B Gardner hereby Conveys to the said Matthew Gardner, with all his right title and interest in the same; In Witness whereof said Nelson B Gardner hath hereunto set his hand and seal this day and year as first above written,

Nelson B. Gardner (Seal)

In the Clerk's Office of Isle of Wight County Court the 3rd day of March 1868. This Deed was acknowledged by Nelson B Gardner, and the requisite United States revenue Stamp of \$2.00 ^{being} affixed hereto and Cancelled, was admitted to Record. Teste

A copy. Teste N. P. Young Clerk

N. P. Young Clerk

N. F. Gardner
To 3 ^{leds} Dec

Matthew Gardner

"B"

Joyner adm.

m. Geo. judgt.

Jenkins & Gardner

"A"

At a Circuit Court held for the County of Iscof Wright
On the 19th day of May 1868.

William H Daugtry Comr. of Elijah Joyner decd?

Plffs

against

Thomas R Jenkins & Nelson B Gardner

Defts.

The judgment obtained at rules not having been
set aside, and the plaintiff being now entitled
to a final judgment; it is considered that the
plaintiff recover against the defendants, the
sum of five hundred and fifty dollars, balance
of debt in declaration, with interest thereon from
the 18th day of Feby, 1861. till paid, and his costs in
this behalf expended

a copy,

Teste

N. D. Young Clerk

Daughter to
N

Gardner to
3 Exhibits filed
with the Bill

Dyner to

or

Gardner

1872

June 21.

Drumf.

This case

DRK

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Nelson B. Gardner,*
Matthew Gardner and Thomas W. Jenkins

to appear at the Clerk's office of our *County* Court for the County of Isle of Wight, on the
last ~~first~~ Monday in *August* ~~Oct~~, 1871, being rule day, to answer a bill in chancery, exhibited
against *them* by

William H. Daughtry, administrator of Elijah
Joyner decd.

and unless *they* shall answer the said bill by the
next rule day thereafter, the court will take said bill for confessed, and decree accordingly. And have then
and there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at his office, this *10th* day
of *August* 1871, in the *96th* year of the Commonwealth.

~~As~~ The Sheriff will, in his return, note the day on which this process is executed on each defendant.

N. P. Young
CLERK.

Daughter admt. of

Elijah for our dec.

3
3 Summ in
v. Aug.

W. B. Gardner Jals.

Is Sept. Rules 1871 - Co. Ct.

Keller Jpg.

I executed this writ on
the within named par-
ties on the 15th day of
Augt. 1871.

W. A. Butler
J. J.

the answer of Matthew Gardner one of the defendants to bill of Complaint of W^m H Daugherty administration of Elijah Joyner deceased, Complainant exhibited in the County Court of Isle of Wight County.

This respondent now and at all times hereafter having and using to himself all and all manner of benefit and advantage of exceptions to the manifold errors, misstatements, and imperfections in the said Complainant's ^{said} bill of Complaint, for answer thereto or unto so much and such part as, he, this said respondent is advised is material for him, this said respondent to make answer unto, he, this respondent answering, saith, that he paid the full and complete sum of Two Thousand dollars, the purchase price mentioned in this respondent's deed made to him by Nelson B Gardner on or about the 28th day of February 1868 for the property described therein and mentioned in said Complainant's bill.

And this respondent answering further saith, that he paid in money for said property the sum of \$1333³³, and the remainder in three separate accounts for the sum of \$666⁶⁷ in the aggregate principal and interest, held by this respondent against the said Nelson B Gardner for labor performed during the years of 1858-1859-1860, Copies of which are filed herewith as exhibits and marked "A" "B" & "C".

And this respondent answering further, saith, that he was of age, indeed that this said respondent had attained the age of 30 years on date of the execution of said deed.

And this respondent answering further saith, that he is persuaded, and believed and believes now

that the said Nelson Blardner Contracted and sold
as aforesaid, and on or about the 28th day of February
1868 Executed his deed to this respondent in good
faith, and without any intent to hinder, delay, or
defraud the said Complainant out of his deal;
that this respondent at the time of sale and Trans-
fer of said property knew of no liability on the
part of the said Nelson Blardner to pay
as surety, or otherwise, the bond mentioned in the
said Complainant's bill, or any part thereof; that
this respondent before he purchased said property
was in search of real & personal property then for
sale of which he might become the purchaser; and
that at the time of said purchase, as well, on or
about the 28th day of February ¹⁸⁶⁸ when the deed aforesaid
was executed as on the 20th day of November
1867 when this respondent bought and ~~received~~ took possession
of said property. This respondent knew of no
suit or other process either at law or in Equity,
to subject the said ~~estate~~ and personal property
to any lien what-so-ever, and that he, this re-
spondent, bought the same in good faith and
for valuable Consideration.

And this respondent answering further, saith
that he gave no bond for the purchase price
of said property or for any part thereof, but
that he this said respondent paid for
said property in part with accounts held
against the said Nelson Blardner as
aforesaid, and the balance of said
purchase money he paid in Cash.

And now having fully answered the

Complainant's bill, this respondent prays hence
to be dismissed with his reasonable costs
in this behalf expended, and he will ever
pray, &c

Matthew Gordon

H. R. Ruffin
pr. v.

Virginia

State of West-County Twit-

This day personally appeared
before me a justice of the peace
for the County aforesaid, Matthew Gordon
whose answer is above written, and made
oath that the statements contained in the
said answer, so far as made of his own
knowledge are true and that such statements
as are made therein from knowledge or infor-
mation derived from others, he believed to be
true. Given under my hand this 13th
day of September 1871

Thos. P. Jenkins J. P.

John H. Daughtery &c
vs J. Anson
Matthew Gardner

1871.

Accts. Rules - filed

The answer of Nelson B Gardner one of the defendants to bill of Complainant of Wm H Daugherty, Administrator of Elijah Joyner deceased, Complainant, Exhibited in the County Court of Isle of Wight County

This Respondent now and at all times hereafter saving and reserving to himself all and all manner of benefits and advantages of Exceptions to the manifold errors, omissions, and imperfections in the said Complainant's said bill of Complaint, for answer thereto or unto so much and such part as he this said Respondent is advised is material for him this Respondent to make answer unto, he this said Respondent answering saith, that the said deed of bargain and sale described in Complainant's bill, a copy of which is filed therewith as an exhibit and marked "B", was not made with special intent, as charged in Complainant's bill, to prevent the collection of Complainant's debt aforesaid, nor with intent to hinder, delay, or defraud said Complainant out of his debt; that this Respondent was not liable as principal but as surety on bond, on which judgment was obtained, a copy of which ~~was~~ is filed with Complainant's bill as an exhibit and marked "A"; that one Thomas R Jenkins was liable as principal; that this Respondent at the time of sale of property Complainant of in Complainant's bill, had kind of the satisfaction of no suit either at law or in equity for purposes of exhausting the Estate of the said Thomas R Jenkins as principal to said bond, that this Respondent is informed and believes that the said Thomas R Jenkins is still the full, perfect and legal owner of a certain tract of land lying ~~and situate~~ in the County of Isle of Wight containing 70 $\frac{1}{2}$ acres more or less and adjoining the land of Richard Keino Samuel Sanders and

William B Allen — ~~Just Justice~~ for which, this respondent
reserves to himself the right to have the said Complainant
injoined from any further proceeding against this respon-
dent until the estate of the said Thomas R Jenkins ~~is~~
fully exhausted; — that long before the bringing of Com-
plainant's suit on bond described in Complainant's bill and
long before any notice thereof to this respondent — to wit on
or about the 20th day of November 1867 this respondent
did for good, valuable and lawful consideration, sol-
emnly Contract, sell and in good faith place in the pos-
session of one Matthew Gardner all the real and personal
Estate mentioned in Complainant's bill; And this respondent,
receiving to himself ^{the right} to show, that, notwithstanding the execution
of ~~that~~ (notice of suit on bond) and of the deed of bargain
and sale are both bearing date of the 28th day of
February 1868, the said Deed was executed the day
previous to the execution of the bond aforesaid — said
Gardner then on or about the 28th day of February
1868, in order to more fully perfect the title of the said
Matthew Gardner, purchaser, to the property aforesaid,
he executed his deed in pursuance of the Contract
and Agreement, solemnly, honestly, and in good faith
entered into on or about the 20th day of November
1867 between this respondent and the said Matthew
Gardner.

And this respondent further answering with that
the said Matthew Gardner is the son of this respondent —
nevertheless this respondent is advised that there was no
loan existing at the time of sale of property as aforesaid,
to prevent this respondent from selling and conveying
real and personal estate to his son, and that not =

= Withstanding the degree of relationship existing between the respondent and the said Matthew Gardner, he, the said Matthew Gardner was at the time of Contract for the sale of said property far in excess of the age of 21 years, to wit - at the age of 30 years.

And this respondent answering further saith, most emphatically, honestly and candidly, that the said \$2000 mentioned in this respondent, does to the said Matthew Gardner paid: Just the sum of \$666.²⁷ principal and interest on three separate accounts for services for the years of 1858-59. & six months of 1860, copy of which accounts are filed herewith as Exhibits and marked "A" "B" & "C" - and \$1333.³³ remainder of purchase money of said property was paid to your respondent in United States Treasury Notes and specie.

And this respondent answering further saith, that no bond was executed for any part of purchase money, but that the full amount of \$2000 - all paid at the time of sale, just by accounts due the said Matthew Gardner from this respondent for services rendered & balance paid Cash in hand,

And this respondent answering further saith, that full, ample and adequate Consideration was paid to this respondent by the said Matthew Gardner for said property, as this respondent believes and is advised that the sum of \$2000 - was the full value of the property appraised,

And this respondent answering further saith, that the personal property described in Complaints here, has never been in the possession or ownership of this respondent, since on or about the 20th day of November 1867, when said property was sold and

delivered to the said Matthew Gardner,

And this respondent answering further ^{that} that he still resides at the old homestead, but the ^{fact} purveyor of so doing is not the result of any ownership or legal interest of said real estate, for this respondent ^{truth} emphatically candidly & honestly that he owns no right title or interest in said property what even, and his purveyor to a shelter in his declining years is wholly attributable to the ^{improvement} Charity, and generosity, springing from the natural love and affection which a child bears for his father as ~~this respondent~~ ^{this respondent} believes.

And now having fully answered the Complainant's bill, this respondent prays hence to be discharged with his reasonable costs in this behalf expended and he will ever pray &c,

Wm B Gardner

Kenneth Griffin

J.D.

State of Virginia

Isle of Wight County to wit:

I, the undersigned, personally appeared before a justice of the peace for the County aforesaid Nelson B Gardner, whose answer is above written, and made oath that the statements contained in said answer do for as made of his own knowledge at the time and that such statements as are made therein from knowledge or information derived from others he believes to be true - Given under my hand this 13th day of September 1871

Chas R. Jenkins J.P.

Wm H Daugherty &
vs J Anscom
chilton B Gardner

1871.

Accts. Vouchers filed

To the Hon. George R. Atkinson, Judge
of the County Court of Lee of Wight
County.

Complaining shew unto the Court
your Complainant William H. Daugherty
admon. of Elijah Joyner decd.

Your Complainant respectfully
represents to the Court and says, that he
instituted suit in the Circuit Court of
Lee of Wight County, in September 1868
on a Bond due him as such admon. by
Thomas R. Jenkins and Nelson B. Gardner
and on the 19th May 1868, obtained a
Judgment in said Court against said
Jenkins & Gardner for \$500. with Interest
from the 18th day of July 1861 & entry of said
- a copy of which Judgment is filed herewith
as part of this Bill marked "A".

Which Judgment was docketed in the County
Court of Lee of Wight County on the 25th day of
May 1868, (and became a Lien on the real
estate of said Nelson Gardner from the said
19th May 1868 -

That no part of said Debt has been
paid - That after the said suit had
been commenced, but before a Judgment
was had therein, the said Nelson B. Gardner,
in order to avoid paying said Debt, did, to wit:

on the 28th Day of July 1868, execute a deed purporting to be a deed of Bargain sale to him on Matthew Gardner, & in consideration of \$2000, conveying to said Matthew Gardner all the Land & Chattel estate of which the said Nelson B. Gardner was seised, or was the owner of, to wit: a tract or parcel of Land situate, lying and being in the aforesaid County of Isle of Wight, adjoining the Land of Laurence Johnson, the Land of Mills Ely, Decd, and Blackwater River, containing two hundred and sixteen and $\frac{2}{3}$ acre, more or less - also the stock of horses, hogs, sheep & cattle, crop of corn, peas, & fodder, household and kitchen furniture, farming utensils &c. - a copy of which deed is filed herewith as part of this bill & marked "B"

That an Execution issued on said Judgment and was placed in the Sheriff's hands, who returned the same unsatisfied a copy of which is filed herewith marked 'C' -

C" - That the said deed was without consideration & void & was intended to hinder, delay & defraud your Complainant out of his said debt - That the said Matthew Gardner was at the date of said deed (Gardner being ~~was~~ ~~years~~ ~~of age~~, ~~was~~ ~~without~~ ~~means~~ ~~wholly~~ ~~unable~~ to purchase & pay the

sum of \$2000 as therein named —

That no such sum of money was paid for said property; That there was no legal and valid consideration paid for the same ^{the same} ~~that~~ fraudulent, and your Complainant prays that the said deed may be set aside (and the Lien of his Judgment be enforced on said Land & the Lien of his execution on the said Chatter estate may be enforced. — That said

Execution is a Lien on said Chatter estate,

That the ~~defendant~~ ^{said Nelson B. Gardner} is not entitled as against your Complainant to any Homestead or other exemption on said Land, & that the rents therefrom will not in five years pay your Complainant's demand.

In consideration whereof and as this Court has jurisdiction to grant all adequate Relief — To the end your Complainant prays that the said Nelson B. Gardner and Matthew Gardner & Thomas R. Jenkins may be made Defendants hereto, and be Compelled to answer the allegations herein on oath — and that the said Nelson B. Gardner may be compelled particularly to set forth & say — (1st) whether the deed aforesaid was ^{intended} not executed with special ~~reference~~ to prevent

the collection by your Complainant of the debt
aforesaid: (2^d) whether the said Matthew
Gardner is his son & whether he was not under
Twenty one year of age, when said deed was
made: 3^d) whether the said \$200 was
actually paid in money, or by Bond or how:
4th) If by Bond what has become of it & whether
cancelled or not & whether any money shall
much was paid in settling the same: 5th
whether there was any consideration paid
for said property: 6th whether the Chatter
estate has ever been out of the said Nelson B.
Gardner's possession: 7th whether the said is
not in said Nelson B. Gardner's possession &
used by him -

That the said Matthew Gardner
say, what was the consideration he paid
for said property - whether he ever paid any
money therefor & how much: whether he was,
under twenty one year of age when said deed
was made or not - whether the same was
not made to avoid paying your Complain-
ant's demand, whether he gave his Bond therefor
or whether he paid it off & how; -

That the said deed may be set aside
& the said held liable for your Complainant's
demand, & the Chatter estate to the execution
Leen aforesaid, and that all other

(and further relief may be granted con-
sistent with Equity &c. (and your
Complainant will be
Signed

Wm. H. Daugherty

John R. Kilby p. v

Virginia

Somerset County } to wit ..
J. J. Dwyer

a Justice of the peace in and for said
County State, do certify that Wm. H. Daugherty
whose name is signed to the foregoing Bill
personally came before ^{me} ~~him~~ I made oath
that the facts (and statements) set forth &
contained in said Bill, are true to the
best of his judgment.

Given under my hand
this 5th day of July 1871

J. J. Dwyer, J. P.

Kilby p. v

Wm H. Naughton &

vs } Rice

Wm B. Gardner
Plal.

Sept. Rules, 1871 - Sum. 29d.
& decree nisi.

Octo. Rules, ans. of N.B. & W.
Gardner filed & sent. Sept. 29th &
Rice taken for cons. as to Jenkins
& set for hearing.

June Court 1872
Dismissed.

D. & W. Co. et