

1895-022 Chancery Causes: Indiana V. Eley, by v c vs Samuel Eley & al

Isle of Wight County

other surnames: Bradshaw,
Owens, Drummond, Keeley,
Richards, Johnson

To Lemuel Eley, L. J. Eley, Mary E. and George D. Kelly, Nellie
and Solon E. Richards, Donnie M. and Jesse F. Johnson:

Please take notice that at Suffolk Va. on Thursday
October 10th 1889 I shall ask the Hon. C. W. Hill, judge of the
Circuit Court of Isle of Wight County to appoint a receiver in
the suit in which you are defendants and Indiana V. Eley who sues
by Robert H. Bradshaw her next friend now pending in the Circuit
Court of said Isle of Wight County is *Flora Tiff*

Very Respectfully,

*Indiana V. Eley who
sues by her next friend
Robert E. Bradshaw
by W. S. Hallen
her ~~next~~ Counselor.*

Executed this 9th day of October 1889 by signing a True
Copy of this process in writing upon the within named
Dance M. Johnson and Jessie H. Johnson Each in
person.

Wm. H. Howell
Shff.

Copy for file

by
D. H. Drotter

Copy to file.

Filed Dec. 1. 1890,

W.H.

Howe as clerk.

Robert, Linn

Buffalo, 1889

See you Thursday

Know All Men by These Presents:

THAT WE, *R. A. Edwards, W. S. Holland and
R. B. Vaughan*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *One Thousand* DOLLARS, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *18th* day of *October*, in the year one thousand eight hundred and eighty-*nine* and in the *114th* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound *R. A. Edwards* who by decree of the circuit court of Isle of Wight County, rendered on the *16th* day of *October* *1889*, in the suit of *Indiana V. Eley* per friend vs. *Lemuel Eley*, was appointed receiver of the personal estate of said *Lemuel Eley* including especially the crops of all kinds on the tract of land in the bill mentioned under said decree or any future decree in this cause shall faithfully discharge the duties of said office or trust then the above obligation to be void, or else to remain in full force and virtue. We hereby waive the Homestead Exemption as to this obligation, and we also waive any right, claim or privilege to discharge any liability arising under said bond, or by virtue of said office or trust, in any currency, funds, counter-claims, or offsets other than legal tender currency of the United States.

R. A. Edwards
W. S. Holland
R. B. Vaughan



IN ISLE OF WIGHT COUNTY COURT,

188 :

This bond was executed and acknowledged in open Court by the obligor to the same, and ordered to be recorded.

CLERK.

Know all Men by these Presents, That we Robert E. Bradshaw,
Joshua Bradshaw
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Hundred
and Fifty dollars, to the payment whereof, well and truly to be made to
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds
of this State. Sealed with our seals, and dated this 30th day of September,
one thousand eight hundred and Eighty nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas ~~the above bound~~ Indiana
V. Eley wife of Samuel Eley who was by Robert
E. Bradshaw her next friend

on her bill in chancery against Samuel Eley, L. J. Eley, Mary Keely
George David Keely, her husband, Sallie Richard, Sofon B.
Richard, her husband, Donnie M. Johnson & Jester D. Johnson
her husbands
addressed to the Judge of the Circuit Court of the County of Isle of Wight
has obtained from the said Judge an injunction to injoin and restrain the defendants, their agents, at-
torney and all other persons whatsoever from selling, conveying, delivering, buying,
taking or receiving any of the property in the bill mentioned, or any other
personal property owned by said defendant Samuel Eley from the premises in the
bill mentioned, and from paying or receiving any money on account of the
life interest in said land or on any other account to or from said Samuel Eley
until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding
the said injunction, that the plaintiff shall not have the benefit thereof until she
or some one for her, shall enter into a bond, with good security, in the clerk's office of the said
court, payable to the Commonwealth of Virginia, in the penalty of two hundred
and fifty dollars, and conditioned to pay all such costs as may be awarded against the
said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said Indiana V. Eley shall pay all such costs as
may be awarded against her, and all such damages as shall be incurred in case the said injunc-
tion be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

Robt. E. Bradshaw
Joshua Bradshaw



In the Clerk's Office of the Circuit Court of the County of Isle of Wight

This day personally appeared before me A. O. Young, Clerk
of the Circuit Court of the County of Isle of Wight

, and made oath
that their estate, after the payment of all their just debts, and those for which they are bound as
security for others and expect to have to pay, are worth the sum of two hundred
and fifty dollars, over and above all exemptions allowed by law.

Given under my hand this 30th day of Septm., 18 89

A. O. Young Clerk

Bradshaw J. V. for fd.

to { INJUNCTION BOND.

Commonwealth

Sept. 30th 1889.
Executed & filed.
"

COURTS:
ISLE OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.

OFFICE OF
W. S. HOLLAND,
Attorney at Law and Notary Public,

Windsor Station, Va., Sept 30th 1889

Mr. Fanning
Dear Sir,

Messrs. Bradshaws will bring
you a bill &c. and in final order,
please send me two abstracts from the
injunction or to port at Windsor and
at Eley's got paid.

I am in hurry and I guess you do
not care for me to send any memos. for
injunction of suit.

Yours very truly
W. S. Holland

P.S.

Mr. Baykin writes me that next Thursday was
the day set to take some evidence before you.
I have a roll that Eley as trustee for Corroo
for J. I. Beal & himself at court house. I
write witnesses and Mr. B. to come Friday
instead of Thursday.

Yours
W. S. H.

Eley per fund

75.

Eley Lemuel u. or.

This Cause came on this day to be again heard on the ~~bill~~ papers formerly read and on motion of the Plaintiff it is ordered that R. A. Edwards the receiver appointed by a former order herein pay to said plaintiff the sum of fifty dollars for her necessary maintenance pending this suit, and the court doth further order that said Receiver collect the proceeds of the sale of the interest of said Lemuel Eley in the lands in the bill mentioned, ^{if any sale shall be made} and it is ordered that so much of a decree entered herein at the regular October term 1887 of this Court as authorizes ~~and~~ R. S. Thomas ~~attorney~~ to collect and hold said money is hereby rescinded and annulled.

Ely her friend
vs
Ely. et. al

Nov. 27th, 1889,

De car

To be entered
C.M. H.

Entered #1

Indiana v. Eley her friend
v

Lemuel Eley

This cause came on this day to
be again heard on the papers formerly read and
was argued by Counsel. On consideration whereof
the Court doth set aside and annul^d much of the
order granted herein on September 30th 1889 as en-
joining and restraining the Defendants their agents and
attorneys from selling the real estate in the Bill
and proceedings mentioned and allowing them to
sell doth adjudge order and decree that the
share ^{of one fifth interest} ~~of one fifth interest~~ of Lemuel Eley shall be
paid over to R. S. Thomas

future who shall hold the same
subject to the order of the Court

Eley J. V per Friend
V

Eley Leonard

Rough Decree

October 1889

To be entered

Office

Entered 18
"

Eley Lemuel et, al,

ads,

Eley per fid,

On motion of
the defendant Lemuel Eley
he is allowed to file his
answer in this cause.

Wm H. Eley

Eleg et. ad.

ads.

Eleg per find.

Secre

To be entered.

C. W. Smith
Oct 20, 1885

Entered #23

Indiana V. Eley by R. E. Bradshaw her next friend, plaintiff.

Vs.

Lemuel Eley and others, defendants.

This cause came on this day in vacation upon notice to the defendants and by consent of parties on motion of both plaintiff and defendants by counsel for plaintiff and defendants the court doth adjudge, order and decree that Robert A. Edwards, Sheriff of Isle of Wight County, be and he is hereby appointed receiver of the personal estate of said Lemuel Eley including especially the crops of all kinds on the tract of land in the bill mentioned, and to reap, sever, house and save the said crops and to prepare the same for use and for market, and to sell the peanuts when so prepared to the best advantage, and out of the proceeds pay the costs of saving said crops and other legal expenses incurred by said receiver in the discharge of his duties and retain the rest of the proceeds of said sale till the further order of court, and the said receiver is hereby authorized to employ such agents and servants as may be necessary in the discharge of his duty preferring to give employment to the wife and children of said Eley as laborers in saving said crop, along with other laborers provided the said receiver shall find the said wife and children willing and competent to work.

But before the said receiver shall enter upon his duties as such, he shall enter into a bond in the penalty of one thousand dollars payable to the Commonwealth of Virginia with surety deemed sufficient by the Clerk of the Circuit Court of Isle of Wight, before whom said bond shall be executed, said bond shall be conditioned for the faithful performance of his duty as such receiver, and of any duty required under this or subsequent decree herein.

And it is ordered that said receiver report to court.

C. W. Smith

To the Clerk of the Circuit Court of Isle of Wight County
October 16th, 1889.

Indiana V. Eley per friend.

)
Vs.)

Lemuel Eley

-----000-----

D E C R E E .

To be entered

Oct. 16th, 1889.

C. M. H. C.

By your order

Entered

Rec'd Sept. 9th 1889 of W.S. Hall and
one dollar for executing process
and notice on Geo. T. Stehens
one of the defendants in the
suit of Hall and vs Stehens J.H.
et. al.

Wm H. Howells
Shff

The Commonwealth of Virginia,

To the sheriff of the county of Isle of Wight, Greeting:

WE COMMAND YOU, That you summon Lemuel Eley, L. J. Eley, Mary
E. Keely & George Daniel Keely her husband. Sallie Richards
& Solon B. Richards her husband, Dommie M. Johnson &
Jesse J. Johnson her husband.

to appear at the Clerk's Office of the Circuit Court of the county of Isle of Wight
at the rules to be held for the said court on the first Monday in October, 1889,
to answer a bill in Chancery exhibited against them in our said court by Indiana
V. Eley wife of Lemuel Eley who sues by Robert
E. Bradshaw her next friend

And have then there this writ. Witness, M. P. Young, Clerk of our said
court, at the court-house, the 30th day of September 1889, and in the 114th year
of the Commonwealth.

M. P. Young clk.

The bond required by the order of the Judge, having been executed and filed, the defendants are restrained & enjoined their agents, attorneys and all other persons whatsoever, are enjoined and restrained from selling, conveying, delivering, buying, taking or receiving any of the property in the bill mentioned, or any other personal property owned by said defendant Samuel Eley, from the premises in the bill mentioned, and from paying or receiving any money on account of the life interest in said land, or on any other account to or from said Samuel Eley, till the further order of this court.

Teste,

A. P. Young clk.

Form No. 300.

Eley J. W. Purcell

SUBPOENA
IN
CHANCERY.

vs.

Eley Saml. et al.

W. S. Holland

p. q.

To Oct. 1st

Rules,

1889 - Circuit Court.

Notice by returning a copy of the within document, to the undersigned, by any & every No. A. Ry. Station, Richmond & John B. Dickson's care is given by order of the undersigned, Sept. 15th 1889.

At A. Richmond Sept.

The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Nansemond*, Greeting:

WE COMMAND YOU, That you summon

Samuel Eley, S. J. Eley,
Mary E. Kealey, George Daniel Kealey her husband,
Sallie Richards & Solon B. Richards her husband,
Dominic W. Johnson and Jase S. Johnson
her husband

to appear at the Clerk's Office of the *Circuit* Court of the *County* of *Isle of Wight*
at the rules to be held for the said court on the *first* Monday in *October*, 18*89*,
to answer a bill in Chancery exhibited against *them* in our said court by *Hediana*
V. Eley wife of Samuel Eley who sees by Robert
E. Bradshaw her next friend

And have then there this writ. Witness, *M. O. Spring*, Clerk of our said
court, at the court-house, the *30th* day of *September* 18*89*, and in the *114* year
of the Commonwealth.

M. O. Spring clk

The bond required by order of the Judge, having been executed, the defendants, ^{their agents,} attorneys and all other persons whatsoever, ^{be restrained} from selling, conveying, delivering, buying, taking or receiving any of the property in the bill mentioned or any other personal property owned by said defendant Lemuel Eley, from the premises in the bill mentioned, and from paying or receiving any money on account of the life interest in said land or on any account to or from said Lemuel Eley till the further order of this court.

Teste.

A. P. Young clk.

Recd. of W. S. Hall and one dollar for serving two copies of the within summons and injunction on Jesse H. and Donnie M. Johnson.

Oct. 2nd 1889.

S. C. Holladay Const.

Form No. 300.

Indiana v. Eley et al.

SUBPENA
IN
CHANCERY.

vs. ^{injunction}

Lemuel Eley et al.

W. S. Halland p. q.

To Octo: first

Rules,

1889 - Circuit Court.

I have this the 2nd day of Oct. delivered 8 copies of the within process to Jesse H. Johnson. I delivered 8 copies to Jesse H. Johnson, for Donnie M. Johnson, Oct. 2nd 1889.

S. C. Holladay Const.

The answer of Lemuel Eley one of the defendants to a bill of complaint filed against him and others in the Circuit Court of the County of Isle of Wight by Indiana V. Eley wife of said Lemuel Eley who sues by Robert E. Bradshaw her next friend. The respondent reserving to himself the benefit of all just exceptions to the said bill, for answer thereto or so much thereof as he is advised it is material he should answer. answers and says that it is true he married the said Indiana V. Eley when she was about 22 years of age in Isle of Wight Co. Va. and that she has borne him five children to wit: Ada V. aged 20 years; Ella E. aged 18 years; Carrie M. aged 16 years; Willie J. aged 14 years ^{and} Alma V. aged 2 years. It is also true that at the time of his marriage with said Indiana V. Eley your respondent was a widower with four small children. It is also true that when your respondent married said Indiana V. Eley he owned then as now a life right in a certain farm in said Isle of Wight County and partly in Nansemond County, the residence and

a greater portion of said farm being in said Isle of Wight County bounded by the lands of W. H. Powell and others and being about four miles from Windsor on the county road leading from Windsor to Suffolk, it being the farm owned in fee by his first wife, he then being a tenant by the courtesy. It is also true that your respondent has sold some little of his personal property and has advertised a part of his property for sale, said property it is true consists of Household and Kitchen furniture, Cattle, Hogs, Crops &c and it is true that the Crops will soon be ready to harvest.

It is undoubtedly true that your respondent has entered into a contract with his children by his former marriage as named in Complainant's bill to unite in a conveyance to the purchaser conveying said life estate in said farm and to receive in consideration thereof one fifth part of the proceeds of sale of said farm. Your respondent is advised that he had a legal right to enter into such a contract.

But this respondent denies that said

Indiana V. Eley has been a constant
driftful and faithful wife to him but
on the contrary says that she has an
ungovernable temper, and that she has
refused to give your respondent anything
to eat or to cook the same for him, and
that she has acted in such manner
that for the past four months he has
been compelled to go from his home to
get his meals. Your respondent denies
that he has of late been negligent, excessively
intemperate in drinking ardent spirits
and insufferably abusive and violent
to his said wife, and he most positively
denies that he ever threatened to kill her
and burn up their dwelling and all
property owned by them, and he denies
that he has abandoned her. Your respondent
loves his home, his wife and children, and
peace and quietness and would have
remained there but for the uncalled
for interference of said wife's father and
brothers. Your respondent has never
treated his said wife with cruelty either
in act or word and would be in his
home to day attending to his interests if
she would allow him so to do in peace.
And your respondent denies with

indignity that he broken his marriage vows and has committed adultery with a negro woman named Roxie Drummond or that he has been frequenting bawdy houses in Norfolk or visiting the lowest dens of Suffolk and he calls for proof Your respondent declares that at the time of his marriage with said Indiana V. Eley his personal estate was larger and was of greater value than it is now.

And does not deny that said Indiana V. Eley his wife during said marriage has attended to the household duties of the house but she has done nothing more than this and your respondent says and here declares that the father and brothers of his said wife or no one else has ever given her anything since her marriage and in fact she has never contributed anything to the house furniture except about \$50 worth of furniture which she purchased not very long ago with money given her by your respondent. It was not the intention of your respondent to sell all of the household and kitchen furniture and he here presents as Exhibit 1. one of the advertisements or a copy ^{thereof} taken from "Suffolk Herald" to show that

he only intended to sell a part of said property. It was his intention to leave sufficient household and kitchen furniture for his said wife and children. Your respondent denies that Indiana V. Eley ever saved any fodder as she alleges in her said bill. The work on the farm was done by your respondent and his children. And your respondent says that his said wife and children are not nor ever have been without proper food and raiment. It was certainly the intention of your respondent to sell a part of the personal property on his ^{as advertised} farm, and also to sell his crop of corn peas - nuts &c; but he denies that he intended to leave his children unprovided for or as his said wife expressed it in her ^{bill} "on the cold charities of the world". Your respondent denies ever having advertised for sale any property of any character or kind belonging to said Indiana V. Eley. By reference to the said advertisement which is an exhibit in this answer the Hon. Court will see that your respondent only advertised a part of of his personal property. Your respondent denies ~~and~~ most positively that he

ever declared it his intention to sell every thing and to put the money in his pocket and then forsake and abandon her the ^{said} Indiana V. Eley and her children and that too without leaving them anything for support. Your respondent says this statement was made to enlist the sympathy of the Court he denies it and calls for the proof required by law to support such a declaration. Your respondent says that he has not cohabited with his said wife Indiana V. Eley since the birth of his last child, she refusing to allow him to have intercourse with her. Until this refusal on her part your respondent had stood her temper and her abuse and since then has been compelled to stand back and also not be allowed the privilege of sleeping with his wife and never would have left his home ~~but~~ at all but was compelled to do so to get his meals as his said wife refused to do any cooking for him.

Your respondent joins in the prayer of the complainant that a receiver be appointed to take charge of all the property of your respondent.

until this matter is settled by this Court. And this respondent denies all fraud, unlawful combination and confederacy and having fully answered the complainant's bill prays to be hence dismissed with his reasonable costs by him in this behalf expended and he will ever pray &c

R. S. Thomas

Memitt Briggs p.d.

Lemuel Eley

State of Virginia }
County of Hansemond } to wit:

This day personally appeared before me R. H. Rawles a Notary Public for the County of Hansemond and State of Virginia Lemuel Eley whose answer is above written and made oath that the statements contained in said answer so far as made of his own knowledge are true and so far as made from knowledge or information derived from others they are believed to be true Given under my hand this 9th day of October 1889

R. H. Rawles
Notary Public

Eley Lennel et. al.

Adm

Eley per jur

Answer of
Lennel Eley
~~Answer~~

Octo. 28th 1889.

Filed by leave of
the court.

//

To the Hon. C. W. Hill, judge of the Circuit Court of Isle of Wight County:

Complaining, your oratrix, Indianna V., wife of Lemuel Eley, who sues by Robert E. Bradshaw her next friend, ^{showeth} that she is now forty-five (45) years old. At the age of twenty-two (22) years, she married said Lemuel Eley, in her fathers house near Windsor, in Isle of Wight County, in the state of Virginia, which marriage was solemnized by the Rev. Putman Owens, and since that time has been to him a constant, dutiful and faithful wife, and has borne him five children, to wit, Ada V., aged twenty (20) years; Ella E., aged eighteen (18) years; ^{Arrie} ~~Cenie~~ M., aged sixteen (16) years; Willie J., aged fourteen (14) years; and Alma V., aged two (2) years.

That said husband was, at the time of his marriage a widower, with four small children by a former marriage.

Your oratrix's husband, on the other hand, of late has been negligent, excessively intemperate in drinking ardent spirits, and insufferably abusive and violent to her, frequently threatening to kill her and to burn up their dwelling, and all property owned by them, that said husband has left, and willfully abandoned her for for about three months, coming occasionally to carry off certain property. Your oratrix's husband has not only treated her with great cruelty, but has broken his marriage vows, and has committed adultery with a mulatto, or negro woman named Roxie Drummond with in the last few weeks and months. Indeed he is reckless in his habits, and as your oratrix has been informed and believes, he is of late an habitual frequenter of ^w ~~bandy~~ houses in Norfolk, and of the lowest dens in Suffolk Virginia. Your oratrix says at the time of her said marriage her said husband owned a life-right in

a certain farm in said Isle of Wight County and partly in Nansemond, the residence and a greater portion thereof being in said Isle of Wight County, bounded by the lands of W. H. Powell and others about four miles from Windsor, on the county road leading from Windsor to Suffolk, it being the farm owned in fee by his said first wife, and he being then and there a tenant by the curtesy. That said life estate and a very small personal estate, consisting of a scanty supply of house-hold and kitchen furniture, some stock, and a small supply of farming implements, was all the property then owned by said husband. Since which time your oratrix has worked hard to support the said four children by said former marriage, and also to raise and support said last five children; and your oratrix says by hard labor she and the family have not only managed to support themselves, but have increased the personal estate by putting in new and additional furniture, by increasing the stock and other personal property. Your oratrix says that for the last three months, in addition to his cruelty and violation of his said marriage vows, the said Lemuel Eley has been selling off piece by piece of said personal property, the best horse, the best cows, a part of the hogs, all the fodder saved and cured by your oratrix and her said children, and many other articles, until your oratrix and her said children are even without necessary food, and in winter, will be without necessary clothing to keep them warm and comfortable, not to say a word about clothing suitable to appear in society as they have always been accustomed to do, and that he spends the proceeds of such sales for whiskey, for supplies for said negro woman, in said lawdy houses and dens, and in vain and idle speculations. Your oratrix says that in a few months the crop of peanuts and corn cultivated mainly by herself and her said children will be ready to harvest and unless he is prevented the said crops will

be consumed as afore-said, and your oratrix and her children, will be in the poor-house of the county, or on the cold charity of the world, suffering for bread and meat and for clothing to protect their bodies. Your oratrix has this day been to the clerk's office of said county and was informed by the clerk of the court that said Lemuel Eley had made, executed and entered into an agreement with said children by said former marriage and their husbands to sell said tract of land, he to unite in a conveyance to the purchaser conveying said life estate in said farm and to receive in consideration thereof one fifth part of the proceeds of sale of said farm which will amount to from three hundred (\$300), to four hundred (\$400) dollars in cash, the said farm being worth from fifteen hundred (\$1500), to two thousand (2000) dollars. that by said contract, or agreement, said sale is to be made in the near future, thereby leaving your oratrix and her said children, four girls and one boy, homeless and in absolute destitution. She says that said personal property is advertised to be sold at public auction by written notices posted at Windsor and elsewhere in the county and in the "Suffolk Herald," a newspaper published in the town of Suffolk Va.

Your oratrix says the property now left and thus advertised to be sold, consists of house-hold and kitchen furniture, a large part of which is the property of your oratrix, bought with her own individual money, the one horse not sold, the rest of said hogs and cattle, the crops of corn, peanuts &c &c. of the value of about one thousand two hundred (\$1200) dollars, which includes absolutely all the property belonging to said Lemuel Eley and as well the separate property of your oratrix. Your oratrix says that said Lemuel Eley has several times declared his intention to sell everything and to put the money in his pocket, and

then to forsake and abandon her and her said five children, and that too without leaving them anything in the way of support. Your oratrix says that since she was first informed of the adulterous conduct of her said husband, she has not cohabited with him at all.

Your oratrix says she is not possessed of any means whatever, and could not even institute or prosecute this suit without the aid of her father and brothers who are kindly going her security for counsel fees and other expenses, till an order can be made by this honorable court. That said ^{child} ~~by~~ ^{draw} said former marriage, ^{who} entered into said contract, ^{are} L. J. Eley, May E. ^{Keeley} ~~Yelin~~ the wife of Geo. Daniel ^{Keeley} ~~Kelin~~ Sallie Richards, the wife of Solon Richards; Donnie M. Johnson, now the wife of Jesse F. Johnson. In tender consideration whereof, and for as much as your oratrix is remediless save in this court, where such matters are alone and properly cognizable, she prays that said Lemuel Eley, L. J. Eley, May E. ^{Keeley} ~~Kelin~~, Geo. Daniel ^{Keeley} ~~Yelin~~, her husband, Sallie Richards, Solon Richards her husband, Donnie M. Johnson and Jesse F. Johnson her husband, may be made parties defendants to this bill and required to answer the same, an answer on oath is hereby waived as provided by statute in such a case made and provided. She prays that a divorce, a vinculo et matri monii may be granted her, or if from any cause the court should see fit to deny this prayer ~~then~~ she prays for a divorce, a mensa et thora, "from ~~with~~ bed and board" may be granted her, that temporary and permanent alimony be allowed her out of said property, that an allowance for temporary support and for prosecuting this suit in accordance with section 2261 Code of Virginia may be made, that a permanent allowance may be made to her out of said property, that an injunction may be awarded restraining the said Lemuel Eley, his employees, agents, attorneys and all other persons from selling,

1

conveying, buying, receiving or taking away any of said property from the premises aforesaid till the further order of the court, that a copy of said injunction order be posted at Windsor, at the front gate of the residence of your oratrix, that said L. J. Eley ^{*Belle Richard & John B. Richard her husband*} Mary E. Keley and Geo. Daniel Keley her husband, Donnie M. Johnson and Jesse F. Johnson her husband be required to pay to your oratrix the money for said life interest in said land for the support of herself and her said infant children instead of to said Lemuel Eley, and that they, their agents, attorneys, and all other persons be restrained from paying any money to said Lemuel Eley for said interest in said land or for any other thing till ^{*that a receiver be appointed to take charge of all said property*} the further order of this court, that security may be required of said Lemuel Eley for the faithful performance of any duty required of him by any order herein, that all such other further and general relief may be afforded your complainant as the nature of ^{*her*} ~~their~~ case may require or to equity shall seem meet, and ^{*she*} ~~they~~ will ever pray &c.

W. S. Hall and F. Y.

R. E. Bradshaw

Virginia;

County of Isle of Wight, to wit:

I, W. S. Holland a commissioner in chancery for the Circuit Court of Isle of Wight County, do certify that Robert E. Bradshaw the next friend of Indianna V. Eley whose name is above written, came before me in my said county and made oath in due form of law that the statements contained in the foregoing bill in chancery are true to the best of his knowledge and information and belief.

Given under my hand this 28th. day of Sept 1880

W. S. Holland

Comm. in Ch'y.

An injunction is awarded the plaintiff as prayed for in the bill, restraining the defendants, their agents, attorneys and all other persons whatsoever from selling, conveying, delivering, buying, ~~receiving~~ taking or receiving any of the property in the bill mentioned or any other personal property owned by said defendant Lemuel Eley from the premises in the bill mentioned, and from paying or receiving any money on account of the life interest in said land or on any other account ^{to or from said Lemuel Eley} till the further order of this court. But before this injunction shall take effect, the plaintiff or some one for her, shall enter into bond before the clerk of this court in the penalty of \$ 250— with surety by said clerk considered sufficient payable to the ^{Commonwealth} ~~plaintiff~~ of Virginia and conditioned to pay all costs and damages in case said injunction shall be dissolved.

C. M. Hall
Judge

the clerk
To the clerk of court of Isle of Wight County, Virginia.

Sept. 30th. 1889.

Judge.

April Term 1895
Final 5 year clause

Wey, per friend
Vs.) In Chancery
)

Wey et. als.

BILL IN CHANCERY.

M. S. Holland. P.P.

~~per~~
Sept. 30th 1889, Bill
filed deems. if. with
inj. on execution of same

Octo. 1st Rules - Sum. 2^d.
on default: & de. nisi & then

Octo. 2^d Rules. Bill taken
for conf. & set for hearing

Oct term 1889. de. allowing
sale to be made & de. to file
his answer

Nov 2nd 1889, de. to pay fillet
money, Recus. to receive money
& hold same &c.