

1933-060 Chancery Causes Andrew Cofer v al, for & c VS Josie J. Moody, H. E. Moody & 373
Dele f Wight-County al

other surnames: [Cofer Hardware
Company], [Smithfield Farmers, Incorporated]
[W. H. Harrison Company, Incorporated] Gay,
Delk, Harrison, Williams, Martin Gray,
[Williams, Martin & Gray, Incorporated]
Johnson, Adelstein, White, Whitley,
[Southern Distributing Company,
Incorporated]

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

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Andrew Cofer, Trading as Cofer Hardware Company,
Smithfield Farmers Incorporated,
B. P. Gay,
George W. Delk,
W. H. Harrison Company, Incorporated, and
Williams, Martin & Gray, Incorporated, who sue on behalf of themselves
and all other creditors who shall come in and contribute their
proportional part of the cost of this suit,.....Plaintiffs.

vs. In Chancery.

Josie I Moody, H. E. Moody,
Archie White, Trustee, A. S. Johnson, Trustee,
And E. Adelstien,.....Defendants.

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Issue summons in Chancery to 1st October rules, 1921,
for said Plaintiffs against said defendants to answer a bill
in Chancery..

A. S. Johnson {
E. H. Williams { pq.

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#373

Andrew Cofer, trading as Cofer
Hardware Co., etnals,

Vs. Bill.

Josie I Moody et als.

Filed Sept 19. 1921.

Teste R. A. Edwards clk.

Johnson & Williams
P. D.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

APRIL 26TH 1933.

Cofey et al.
vs: # 373
Moody et al.

It appearing, pursuant to a decree entered herein on the 6th day of March, 1933, that the parties, or their Counsel, have been notified by the Clerk of this Court of the terms of said decree, and no good cause having been shown, it is ordered that this cause be removed from the docket, with leave to reinstate the same as provided in Section 6172 of the Code as Amended.

Cofer et al.

vs } # 373

Moody et al.

March TERM 1933 Filed

CLK.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Cofer et als

vs: # 373

Moody et als

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Cofee Stals.

to # 373

Moody Stals.

C.O.B # 9

Page 80.

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County of Isle of Wight

To

Dr.

1921

Dec	18	To certified copy of Bargain and Sale H. E. Moody to Josie S. Moody	75	
		To certified copy of Mrs. Lien H. E. Moody to Josie S. Moody	50	
		To certified copy of Trust Deed H. E. Moody et al to Geo F. Whalley Trs	125	
		To certified copy of Deed of Assignment, H. E. Moody to J. A. White, Trs	<u>125</u> 4.75	

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Josie I Moody, H. E. Moody, Archer White, Trustee, A. S. Johnson, Trustee, and L. Adelstein, ~~Trustee~~,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the first Monday in October, 1921, to answer a bill in chancery exhibited against them in our said Court by Andrew Cofer, trading as Cofer Hardware Company, Smithfield Farmers Inc., B. P. Gay, George W. Belk., W. H. Harrison Company, Incorporated, and Williams, Marten and Gray, Incorporated, who sue on behalf of themselves and all other creditors who shall come in and contribute their proportional part of the cost of this suit,

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this 19th day of September, 1921, and in the 146 year of the Commonwealth.

R. A. Edwards Clerk.

Williams & Johnson ;p.q.

Audun Oger et al

Virginia Chancery No. 373

Josie I. Moody et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

Sept. 26th 1921

Returned, entered and filed.

Teste:

R. A. Eason D. Clerk

To *1st Mon. Oct.* Rules.

I executed the within notice this the 22nd day of Sept. 1921, by serving a true copy of the same on H. E. Moody, Archer White, Trustee, XYSY and A. S. Johnson, Trustees, each one in person. Not finding Josie I. Moody at her usual place of abode, I executed the within notice, this the 22nd day of Sept. 1921, by serving a true copy of the same on H. E. Moody, for the said Josie I. Moody, and explained to him the purport of the same he being a member of the family of the said Josie I. Moody, and over the age of 16 years. Not finding E. Adelstein, or any member of his family over the age of 16 years, at his usual place of abode, I executed the within notice, this the 23rd day of Sept., 1921, by posting a true copy of the same on the front door of the said E. Adelstein, in the County of Isle of Wight.

H. H. Chapman Sheriff.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Andrew Cofer, trading as Cofer Hardware Company:
Smithfield Farmers, Incorporated:
B. P. Gay:
George W. Delk:
W. H. Harrison Company, Incorporated:
Williams, Martin & Gray, Incorporated:
who sue on behalf of themselves and such other
creditors of H. E. Moody as may come in and con-
tribute their proportionate shares to the costs
of this suit,.....COMPLAINANTS:

vs) Chancery. No. 373.

Josie I. Moody, H. E. Moody, Archie White, trustee,
A. S. Johnson, trustee, and E. Adelstein,.....DEFENDANTS:

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

Your complainants, Andrew Cofer, trading as Cofer Hardware Company:
Smithfield Farmers, Incorporated: B. P. Gay: George W. Delk: W. H. Harrison
Company, Incorporated: Williams, Martin & Gray, Incorporated; who sue on be-
half of themselves and such other creditors of H. E. Moody as may come in and
contribute their proportionate shares to the costs of this suit, humbly com-
plaining, sheweth to the Court the following case:

1. That J. N. Moody and wife, by their deed bearing date the 4th. day
of November, 1916, and of record in the Clerk's Office of this Court in Deed
Book No. 85, page 459, as of the 6th. day of November, 1916, conveyed to H. E.
Moody, for the sum of one thousand dollars, a tract of land lying, being and
situate in the County of Isle of Wight, State of Virginia, containing, by es-
timation, eighty six acres, be the same more or less, bounded on the North by
the land of George Godwin; on the East by N. O. Gwaltney; on the South by J.
N. Moody, and on the West by Nero Chapman:

2. That on the same day of said conveyance, to-wit: on the 4th. day of
November, 1916, the said H. E. Moody and his wife, Josie I. Moody, conveyed
the said tract of land to A. S. Johnson, trustee, to secure to E. Adelstein
the payment of the sum of seven hundred and fifty dollars, evidenced by a
bond of even date with said deed of trust,, payable one year after date, which

deed of trust is entered of record in the Clerk's Office of this Court in Deed Book No. 86, page 277.

3. That the said H. E. Moody, by his deed bearing date the 20th. day of June, 1921, of record in the said Clerk's Office in Deed Book No. 91, page 253, for and in consideration of the assumption of the payment of the deed of trust lien, held by E. Adelstein, as aforesaid, and ten dollars, conveyed to the said Josie I. Moody the tract of land aforesaid:

4. That the said H. E. Moody, by a writing bearing date the 20th. day of June, 1921, and of record in Miscellaneous Lien Book No. 1, page 85, attempted to convey to the said Josie I. Moody one Ford Automobile and one Ford Truck.

5. That the said H. E. Moody, on the 8th. day of August, 1921, conveyed his stock of merchandise to one T. A. White, trustee, for the benefit of his creditors, the deed conveying the said stock of goods being of record in the Clerk's Office aforesaid, in deed Book No. 90, page 621.

6. That the said Josie I. Moody, by her deed bearing date the 17th. day of September, 1921, and in which said H. E. Moody joined, which is of record in the said Clerk's Office in Deed Book No. 90, page 629, conveyed the tract of land aforesaid to George F. Whitley, trustee, in trust to secure to Southern Distributing Company, Incorporated, the payment of the sum of \$2117.96, as well, also, as the said Ford Automobile and the Ford Truck, said sum, according to said deed of trust, being evidenced by a negotiable note of even date with said deed of trust, payable ninety days after date.

7. That at the time of the conveyance of the said land, as aforesaid, by the said H. E. Moody to Josie I. Moody, the said H. E. Moody was, and is now insolvent, and that said conveyance was made for the sole purpose of hindering, delaying and defrauding his creditors, and of doing injury to Josie

8. That at the time of the execution of the Bill of Sale or Chattel mortgage aforesaid, from the said H. E. Moody to the said Josie I. Moody, that he was and is still insolvent, and that the said instrument is not valid, because executed for the purpose of delaying, hindering and defrauding the creditors of the said H. E. Moody, and because of the indefinite of the description of the property mentioned therein.

9. That at the time of the execution of the deed of trust to George F.

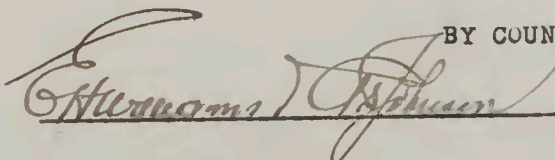
Whitley, trustee, for the benefit of Southern Distributing Company, Incorporated, covering the land and personal property aforesaid, it was with the intent and purpose of permitting the said H. E. Moody to continue in the mercantile business, the said Southern Distributing Company having, at the trustee's sale of the stock of goods aforesaid, purchased the same and turned it over to said Josie I. Moody, and that the deed of trust to the said George F. Whitley, aforesaid, for the benefit of the said Southern Distributing Company, Incorporated, was made to secure the amount of the purchase price of the stock of goods aforesaid and to cover other amounts due to Southern Distributing Company, Incorporated, by the said H. E. Moody, the said Southern Distributing Company, at the time of the execution of the said deed of trust, having knowledge of the insolvency of the said H. E. Moody, and the fraud committed by him in the conveyances of the deed aforesaid to his said wife, Josie I. Moody.

The said complainants, therefore, pray that the said deed of the 20th. day of June, 1921, made by the said H. E. Moody to the said Josie I. Moody, conveying to her the tract of land aforesaid, as well as the said instrument attempting to convey to her the Ford Automobile and Ford Truck, aforesaid, of the 20th. day of June, 1921, and the deed of trust executed by the said Josie I. Moody, as aforesaid, of the 17th. day of September, 1921, be set aside as fraudulent and void so far as the rights and interests of your complainants are concerned, and that the land aforesaid, and the said Ford Automobile and Ford Truck be sold to satisfy the claims of your complainants, and that such other, further and general relief may be granted in the premises as to equity and good conscience may seem meet.

And your complainants will every pray, etc.

Andrew Cofer, tradibs as Cofer Hardware Co.,
Smithfield Farmers, Inc.,
B. P. Gay:
George W. Delk:
W. H. Harrison Company, Incorporated.
Williams Martin & Gray, Incorporated,
who sue, etc.

BY COUNSEL.

 , p. q.

Arthur Coffey etc

n { January No 373

John Moody et al

Bur. of Complaints

Filed Nov. 18th 1931

Letter

R. A. Edmunds

cek