

1899-003
Nansemond Co (Suffolk)

Chancery Causes: W.B. Ferguson & Co vs J.C. Felton & wife et al

Byrd, Holland, Bradshaw, Norfleet, Everett

W B Berguson v Co.	
vs In Chancery	
J C Giltner & others	
costs sheuff	2 50
A Plomer clerk	5 76
R R Smith lee "	2 75
Writ Day	1 50
Attorney	15 00
	\$ 27.51

A Plomer clerk

\$73.51

DEC 13 1898

W.B.Ferguson and E.A.Norfleet merchants and partners trading
as W.B.Ferguson & Co., Versus. J.C.Felton, Armine E. Fel-

ton, Laura A.BYrd, E.E.Holland Guardian for &c. and S.E.
Everett, Trustee,

Summon in Chancery to Second March Rules Cir. Ct. 1897.

To Clerk of the Circuit Court of
Nansemond County.

Pay \$1.50 paid

Primer and Mr. Lemore P.O.

Memorandum
Ferguson v. Leo
vs

Pellon & others.

Plaintiff, Trustee,

Defendant. Court.
No Clerk of the Circuit Court of

Sumner in January to second March 1875. 21. 1875.

For Lewis A. Pyra, H. F. Hoffman Quasroian for Geo. and S. P.

vs W. H. Ferguson & Co., Agents.

L. J. Pellon, William H. Pel-

son, H. Ferguson and H. A. Norfield Merchants and Partners in

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*J. C. Felton, Adminr.
E. Felton Laura A. Byrd, E. E. Holland
Guardian for &c. and S. E. Everett
Trustee*

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 *Third* Monday in *March 1897*, to answer

a Bill in Chancery, exhibited against
them in the said Court by

*W. B. Ferguson and E. A. Norfleet
Merchants and partners trading
as W. B. Ferguson & Co*

and have then and there this summons.

WITNESS, A. P. GOMER, Clerk of our said Court, at his office, this *11th* day of
March 189*7*, in the *21st* year of the Commonwealth.

Teste:

A. P. Gomer

Clerk.

Prince & M Lemore ppg.
W B Ferguson & Co
vs } In Chancery.
J. C. Fellon Armine &
Fellon and others

1897
March Rules
Third Monday

Nansemond
Circuit Court
Process Book No 2
Page 147.

Exceeded by sending a true copy of the certain
process for J. S. Wilcox, Lawrence E. Wilcox
James A. Hynd. E. E. Woodard Juanchen of
S. E. Cornille hille, in person this 11th day of
March 1887. H. A. Barker

Albany
Dec 17

Virginia---Clerk's Office of the Circuit Court of Nansemond County.

In the Circuit Court of the County of Nansemond, at the April Term, 1896.

W B Ferguson and E A Norfleet
partners trading as

W B Ferguson & Co

Plaintiffs

Action of

AGAINST

J B Felton and
Amine E Felton

Defendants

Judgment in favor of the Plaintiff S against the Defendant S for the sum of

Nine hundred and Eighty two
dollars and twenty nine cents

\$ 982.29

With interest at the rate of six per centum per annum from the 17th
day of March 1894

Charges of Protest, \$

And the cost of suit, \$ 9.20

until paid.

A FIERI FACIAS ~~is~~ issued from the Clerk's office of said Circuit Court on the 12th
day of May 1896, returnable to the first Monday in July 1896,
directed to the Sheriff of the County of Nansemond, who hath made return thereon in the words and
figures following, to wit: I can find no property to satisfy the
within judgment or any part thereof July 6th 1896

A N Baker Sheriff

E E Halland

p. q.

Teste:

A P Gomer

CLERK.

This Judgment was duly docketed in the Clerk's office of the County Court of the County of
Nansemond on the 13th day of May 1896.

Judgment Docket No. 2 Page 104

B A Smith

CLERK.

E C Hall and p. g.

W B Ferguson & Co

vs. { Abstract of Judgment.

J. C. & Armine E Felton

Nansemond Circuit Court.

Process Book No. 2 Page 128

Order Book No. 2 Page 256

April Term, 1896

Execution Book No. 1 Page 185

Judgment Docket No. ----- Page -----

County Court.

254

W. B. Ferguson & Co.

^{vs.}
J. C. Fulton wife & others,

This day this cause which has regularly matured at rules, came on to be heard upon the bill ~~taken~~ and exhibits filed, bill taken for confessed as to the defendant, and was argued by counsel. On consideration whereof, and by consent of all parties plaintiffs and defendants given in open Court, it is ordered that this cause may be submitted to the judge of this Court in vacation for subh decision and decree to be entered therein in vacation, as might be entered in term.

W B Ferguson & Co.
v. Dierce
J C Felton et al.

1897 Oct. 12th.

Enter.

Robert R. Dentis

Entered in
Chy OR No 3
Page 98.

We consent to this
J L M Lemon & Co.
J P. Vanderwee
R H Reuter & Co.
Lee Witt & Co.

No.

SUFFOLK, VA.

Feb 26 1894

FARMERS BANK OF DANVERS MOND

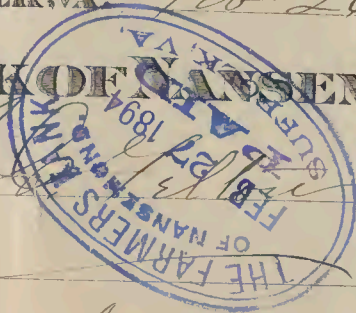
PAY TO THE ORDER OF

Twenty

DOLLARS

\$90.00

Artie Byrd



"October 2"

Lexington
Rawles & Briggs

The depositions of *H. W. Bradshaw*
and others taken this 11th day of April 1898 at the office of R. H. Rawles
in Suffolk Virginia by consent of all parties to be read as evidence in
behalf of J. C. Felton Armine E. Felton and Laura A. Byrd in the cause
of W. B. Ferguson & Co vs J. C. Felton Armine E. Felton and Laura A.
Byrd now pending in the Circuit court of Nansemond County .

Present ;

J. L. McLemore ; Attorney for Plaintiffs.

S. P. Vanderslice , Lee Britt and R. H. Rawles attorneys for Defendants .

H. W. Bradshaw a witness of lawful age being duly sworn deposes and says
as follows;

Ist Question. What is your name age residence occupation and do you know
the parties to this suit ?

Ans . H. W. Bradshaw , 44 , Suffolk, Va' Lumberman. I know all of the parties
to this suit.

Q---2 State whether you have any ~~x~~ connection with any of the ^{parties} ~~families~~
to this suit, and if so what?

A 2, I am the Brother-in Law to Mrs. Byrd and also Mrs. Felton.

Q---3 Will you state whether or not Mrs. Laura A. Byrd has ever loan-
ed you any large sum of money, and if so, about what was the amount,
and when was the loan made?

Question excepted to---Irrelevant.

A---3 She has, \$1,000.00, 1886.

Q---4 Will you state what security she demanded from you when she
made the loan?

A---4 I gave her my note for it.

Q---5 Was the Note secured in any manner whatever?

A---5 No.

Q---6 Could you have given her security at that time if she had demand-
ed it?

A---6 I could have given her Real-Estate.

Q---7 Does this note still remain unpaid?

A---7 It does.

Q---8 Will you state whether or not your financial circumstances have
so changed since then that you could not now give her security .

----(2)----H.W.Bradshaw et als.

if she should now demand it?

A---8 They have.

Q---9 Can you state what has been the business habits of Mrs.Byrd in regard to making loans to members of her immediate family?

A---9 I know that she has loaned money to other members of her family as well as to myself,I have never known her to ask or take any security from any member of her family.

Q---10 State what other sums ,if any she has loaned you?

A---10 She loaned me on another occasion,I remember, the amount of \$100.00,I gave her no security. She asked for none.

Q---11 Did you give her a note or bond to evidence this debt?

A---11 I gave her nothing.

Q---12, State whether or not since that time you have borrowed other sums from her,and if so,state about when,and the amounts?

A---12, I have on different occasions borrowed small amounts from her, for a few days at the time,I do not remember the amounts,perhaps \$3.00, \$4.00, \$5.00 or \$10.00,I would drop in there and get these amounts rather than go to the bank,to get it to use at that time.

Q---13, State whether or not when such loans were made did she request evidences of these loans?

A---13, She never requested any evidences of these loans.

Q---14, When these sums were borrowed was it for a specific time?

A---14, No,no specific time, I generally returned it in one,two or three days.

Q---15, When these small sums were returned to her did she produce any book or account against you showing these charges?

A---15, She did not.

Q---16, Did you know how she kept an account of them?

A---16, I do not.

Q---17, When these amounts were borrowed and returned were receipts passed between you or not?

A---17, Never any receipts passed between us for small amounts.

Q---18, In what part of Suffolk do you now live,and on what Street?

A---18, No. 19,Jackson Avenue.

---(3)--- H.W.B., et als.

Q---19, Do the parties, or any of them to this suit, live on the same Street, or near you?

A---19, They do not live on the same Street I do.

Q---20, Can you state what success Mrs. Byrd has met with in her business?

A---20, So far as I know she has been very successful, she is a good business manager.

Cross-Examination,

Q---1, Do you know where Mrs. Byrd got the \$1,000.00 to loan you?

A---1, I presume she made it in her business, for when she offered me the loan of this money she told me that this money was lying at the bank, and that she had no particular use for it, and if I was in need of it I might have it to use and pay it when I got able.

Q---2, Where was Mrs Byrd doing business at this time ?

A. 2 On Washington Square in Suffolk Virginia .

Q. 3 At the time this money was loaned you were conducting successfully the lumber business were you not ?

A . 3 It was just after my first fire , I had been burnt out, she saw my condition, I needed more money, I had been successful up to that time. I had begun to operate at the new place.

q---4 Do you know wheither Mrs. Byrd owns clear of encumbrance the property in which she lives and does business now?

A---5 I do not.

Q---6 Please state at what place and to whom have you seen Mrs. Byrd loan money, and the time, to members of her family?

A---7 As to the positive time I could not tell you, but I have seen her loan to her brother J.E. Franklin, and her single sister, at my house I do not know the amounts, I do not suppose they were large, she was no money lender, but if any member of her family wanted money, and she had it they could get it. And in the same way she could get money from them if they had it.

Q---8 About the time you speak of where was Mrs. Byrd living?

A---8 They boarded with me for several years and then we rented a house together and lived under the same roof, ~~xx~~ but in separate parts she paid for her part and I paid for mine, during which time these loans were made, which I have referred to in my examination in

---(4)---

chief.

Q---9 Do you know anything about any loans made since Mrs. Byrd was married, made to her sister Mrs. Felton, ^{or Mr. Felton} and if so please tell us what you know.

A---9 I do not.

Q---10 Do you know anything whatever about Mrs. Byrds methods of book-keeping?

A---10 I do not, never saw her books.

Re-direct examination

Q---I,

And further this deponent saith not.

H. W. Bradshaw

Hosier

---(5)---

J. Walter, being duly sworn deposes and says as follows:

Q---1, State your name, age, residence and occupation?

A---1, J. Walter Hosier, 34, Real Estate Agent, Suffolk, Va.

Q---2, State how long you have been engaged in the real-estate business in the town of Suffolk?

A---2, Eight years.

Q---3, Are you familiar with real-estate which Mrs. Felton sold to Mrs. Byrd, and if so how long have you known the property?

A---3, I am, I suppose about 10 years, have sold it twice.

Q---4, In Jan'y., 1896, Mrs. Felton and her husband conveyed this property by deed to Mrs. Laura A. Byrd for the consideration of \$250.00 Cash, and the further consideration of the assumption of a debt of \$850.00, secured by a deed of trust on the property, which is shown by a deed which I now hold in my hands, an exhibit in this cause. Please state whether in your judgment such consideration was a fair and full one for the conveyance of the said property?

A---4, Yes, I think that about a fair valuation for the property.

Q---5, What do you consider a fair valuation for the property at this time?

A---5 One Thousand Dollars (\$1,000.00)

And further this deponent saith not.

J. Walter Hosier

It is hereby agreed that any matter of record concerning this property may be read by any ~~other~~ of these attorneys in this cause *in evidence*

In the chancery cause of W. B. Ferguson & Co vs J. C. Felton , Armine E. Felton and Laura A. Byrd now pending in the circuit court of Nansemond county the witness J. C. Felton who has heretofore testified in this cause being ^{introduced by the defendant} ~~recalled~~ and examined by consent of all parties deposes and says as follows ; the said witness being first duly sworn ;

1st Question . In your deposition taken by the plaintiff in this cause on the 6th day of April 1897 in reply to questions from plaintiff's counsel you stated that you got either \$80 or \$90 from Mrs Byrd at one time and that it was paid in a check, as well as you can remember, and that it was paid in 1894 or 1895, now please state if you have found the check representing that payment and who has it in possession at this time ?

Ans . I have the check, and I have it in my possession .

2 Ques . Please produce the check and file it with your deposition .

Here the witness produces the check and files the same with this deposition and same is marked exhibit " Q " .

3rd Ques . Then do I understand that this check which I hold in my hand was paid to you by Mrs Byrd, and that it is a part of the \$367;50 which she paid to you, and was the consideration of the bill of sale conveying the personal property mentioned in this cause ?

Ans . Yes sir .

Cross Examined .

1st Ques . How long was this check paid you before you went out of the mercantile business ?

Ans . Well I dont know . I think I went out of business in 1894 or in 1893 .

3rd Ques . Did Mrs Byrd sign this check ?

Ans . I dont think she did . but I think Mr Byrd signed it for her .

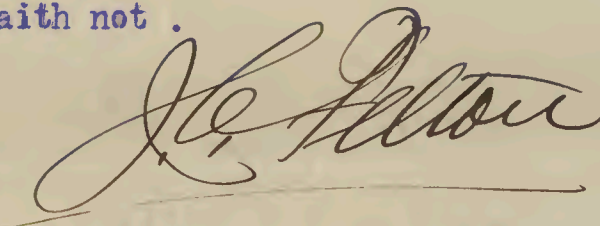
4th Ques .

4 Ques :-

Where were you at when the check was given to you .

Ans . I was at her house .

And further this deponent saith not .

A handwritten signature in dark ink, appearing to read "J. C. Hutton". The signature is written in a cursive style with a horizontal line underneath the name.

The depositions of J. S. Fillion et al.
 taken before me J. H. Burgess, Notary
 Public, ^{for the Co. of Naussemond} at the office of S. P. Vanderstee
 in the town of Suggok on the
 6th day of April 1897 between
 the hours of 9 A.M. and 6 P.M.
 pursuant to notice hereto annexed
 to be read in evidence in
 behalf of W. B. Ferguson & Co in
 a certain suit in equity
 depending in the Circuit Court
 for the County of Naussemond
 wherein W. B. Ferguson & Co
 are plaintiffs and Fillion et al
 are defendants -

Present { ~~Prince~~ & McShum - Attorneys for plaintiffs
 Britt & Vanderstee " " defendants

J. T. Feltow a witness of lawfull age bring duly sworn deposes & says as follows.

Q State your name age residence and occupation.

Ans. J. T. Feltow 33, Suffolk ~~County~~ and one of the defendants in this cause.

Q Give the reasons & the circumstances which led to the two conveyances mentioned in plaintiffs bill?

Ans. I was not able to hold the property. I have reference to the real estate. I did not know the means. The real property was sold by my wife. When I say "I did not know the means" I meant I was not able to give her the necessary assistance to hold it. Under those circumstances my wife sold the property to Mrs Byrd.

I sold the personal property because I needed money. I sold it to Mrs Byrd & she holds these notes of mine now against this estate.

estate. Those notes are payable
on demand. The sum of them
aggregating then hundred and
sixty-five dollars I think

Q In whose possession are those notes?

Ans Mrs. Byrnes

Q Has any thing been paid on these
notes?

Ans ~~Yes~~ No.

Q When you and your wife sold the
real estate, what was the consideration
for the transfer?

Objection Counsel for defendant objects to this
question and any answer that may be
given thereto upon the ground
that the records of this transfer
are the best evidence -

Ans Three hundred dollars -

Q How much money was paid directly
to you in account of real estate?

Ans There was a deed of trust on the place for \$550⁰⁰ - We sold it to Mrs Byrd & she assumed the deed of trust & paid us the balance. The difference being \$250⁰⁰

Q How did Mrs Byrd pay you this \$250⁰⁰

4 Ans When we bought the property - we borrowed money from Mrs Byrd to the amount of \$70⁰⁰ - of course we owed her this \$70⁰⁰ at the time we sold the property to her - The balance of the \$250⁰⁰ she paid at different times in small quantities

Q In the deed that you & your wife made, that bears date Jan-27th 1896, you say "two hundred fifty dollars cash in hand paid the receipt of which is hereby acknowledged," was the money paid at that time or not was that statement a correct one?

Ans The deed states that - we owed her \$70⁰⁰ - of course that ^{was a balance of} \$180⁰⁰, The want

that so stated in the deed. & he paid
us the balance of \$1,800⁰⁰ -

The money was paid to my wife & I
stated to the rest of my family -

Q Please state whether or not the statement
in the deed that \$250⁰⁰ was paid
upon delivery thereof is correct or
not?

Ans. ~~no~~ - I mean
to say this. The full amount was
~~not~~ paid at the time the deed
was delivered to me I don't think was
paid -

Q How much was paid at that time -

Ans I don't remember the exact amount
that was paid that day -

5- Q Was any money passed that day from
Mrs Byrd to you & your wife?

Ans There was -

Q Was it paid in currency or in
checks? & when was it paid & in
whose presence?

Ans. I suppose it was paid in currency that matter was settled between my wife & Mrs Byrd as to how much was paid I don't remember. It was in small amounts so I was told by Mrs Byrd & my wife. It was paid at different times. It was paid in Mrs Byrd's store. No one except Mrs Byrd & myself I don't know whether my wife was in there or not.

Q You say when the money was passed that day that no one was present except you & Mrs Byrd then why is it, you do not know what was the kind & amount of money that passed between you & her?

Ans. It has been some time & I have given it no thought.

Q Was it as much as \$25.00?

Ans. No, I don't think it was.

Q You have stated that the business was transacted between Mrs Byrd

7
And your wife. How was it that
this payment was made to you & down
any other of the payments afterwards
made by you?

Ans When I referred to the business
I meant the conveyance. No other
payments were made to me.

Q Down any other payments were made in
your presence

Ans No.

Q How do you of your own knowledge
know that any of it except the
amount 1st paid to you has
now been paid?

Ans Only what they told me. I believe
what they say.

Q Why was it, that this conveyance
was made just before suit was
instituted by W. B. Ingersoll & Co.?

Ans The records show that it was made
before the suit was instituted
I stated just now that I was financially
not able to hold the property.

Q Why was it that the deed was not made at some other time before it was made?

Ans. I had been trying to pull along but found that I could not.

Q Had you been informed before making these deeds that if you did not in some way provide for the plaintiffs that is W. B. Ferguson & Co. that they would proceed to take judgment against you?

Ans. Mr Ferguson just before that, asked me to give him a 2nd deed of trust on the place - I told him that I was not able to do it at that time, but I would provide for him just as soon as I could in some way. He said then he must be provided for in some way, I told him I was just not able to do it. He said I can get judgment against you. I told him I would see what I could do in a little while.

Q Did you not expect at the time you made the conveyances ~~some~~ that

that suit would be instituted
against you & wife by W. B. Ferguson & Co.

Ans I didn't know; that was the conversation
between us - I suppose I did expect
him to ask the court for a judgment.
but I didn't expect him to interfere
with the transfer to Mrs Rynd at
all -

Q You thought; did you not, that by
making the conveyances at the
time you did & conveying
yours & your wife's property to
Mrs Rynd before judgment was
obtained by Ferguson & Co. that
you would thereby prevent
Ferguson & Co from selling
your property by virtue of
their judgment & execution
issued thereon?

Objection The question and any answer that
may be given thereto, objected to
upon the ground that the question
is leading & suggestive to the witnesses
as to the answer desired -

Ans Well I didn't know, that they were
able to sell the property at the

time I had the talk with Mr. Ferguson - After getting judgment I did ^{not} know that they could sell the property. I was ignorant of the law.

Q Did you not know that personal property could be sold by the sheriff after a judgment was gotten & execution issued thereon placed in the sheriff's hands?

Ans ~~I'm personal property amounts to very little.~~

I suppose I did know it =

Q You do you consider the personal property that you had at the time of the conveyance worth much?

Ans I considered it worth what the conveyance called for, but did not consider that very much - about \$65.00

Q And you thought did you not that by making the conveyance

to Mrs Byrd that you would place the property so that W. B. Ferguson & Co could not sell it?

Ans I owed Mrs Byrd some money at that time & I knew that there was not enough to if it was sold to pay Mrs Byrd & W. B. Ferguson & Co both, so that I protected Mrs Byrd. I had a good many notes against ~~the~~ having accommodated me several times for small amounts.

Q And you thought did you not that by making the conveyance to Mrs Byrd that you would place the property so that W. B. Ferguson & Co could not sell it?

Ans Of course, naturally, I knew that I could not sell it - after I had sold it to Mrs. Byrd.

Q - Where does Mrs Byrd live?

Ans She lives on the floor where she

now does business next door to the Post Office -

Q How many bonds or notes has Mrs Byrd now against you & when were the same made or executed?

Ans She holds three notes. The dates show -

Q Were they executed at the time they bear date or not?

Ans I got money from Mrs Byrd at different times. I don't say they were executed at their time they were given - I gave them on demand, so I can take them up when I am able or when she demands it. I can say they were written ~~at~~ the same day they were dated. They were written & signed by me the day they were given Mrs Byrd.

Q Were these notes given before the execution of these deeds, ^{for the personal property} or afterwards? or at the same time?

Ans They were given at the same time.

Q How much money had Mrs ~~Fellows~~
Byrd at you have before Jan-
27th 1896.?

Ans. I don't know.

Q Can you ~~give~~ say she had let
you have as much as \$100⁰⁰

Ans. Yes. More than that - I got either
\$80 or \$90 at one time.

Q Can you tell in what year or
month the \$80 or \$90 was paid
and how it was paid, where?

Ans. In 1894 or 1895. It was paid in a
check as well as I remember.
I think it was paid at her house.
I don't remember any one being
present but Mrs Byrd myself.

Q What bank was the check given on,
what did you give her to evidence
the debt.

Ans. The Farmers Bank of Newsummed. I gave
her nothing to evidence the debt
at the time, but I sold her
the personal property afterwards.

Page 14

Q How much do you now owe Mrs Byrd?

Ans. The amount of the notes -

Q How much have you ^{individually} now owed Mrs Byrd in all?

Ans. No more than the notes call for -

Q Have you now gotten anything from Mrs Byrd except money & checks to make up that indebtedness?

Ans. No I have not -

Q Excluding the \$80⁰⁰ or \$90⁰⁰ check which you got, have you now received from her any other check or money amounting to as much as \$200⁰⁰ or \$250⁰⁰ State when, where, & the circumstances of obtaining the same -

Ans. I don't remember now receiving any other check - I am not ^{sure} that the 1st payment was by check -

The other amount of the indebtedness I received in small amounts -

Most of the amounts were paid me in her store

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Q I have understood of you, that Mrs Byard has paid you in cash at different times from her store all of the \$362⁵⁰ except the check aforesaid of \$80⁰⁰ or \$90⁰⁰?

Ans Yes.

Q Had she paid all of this \$362⁵⁰ before Jan. 28th 1896 or did she pay a portion of it after that time.

Ans I have gotten a portion of it since that time. I have made a mistake the notes were closed Jan 28th 1896.

Q What do you mean by the whole thing was closed up?

Ans I mean the amount of the notes - I had gotten money before for at different times. That day I got the remaining part of the \$362⁵⁰.

Q You say you never have gotten from Mrs Byard any other money than the \$362⁵⁰, does that include what your wife has gotten as well as you or not?

Ans That only includes what I have gotten -

- Q I understood from your testimony that at the time you made the deed for the personal property, that you also executed the three notes ^{or bonds} to Mrs Byrd amounting to \$367⁵⁰, & that you delivered the same to her along with the deed is my understanding of the matter correct?

Ans I really don't think you are. I think it was probably next day that I delivered the bonds to her, a very little time afterwards -

- Q Then do I understand, that on the day the deed to the personal property was executed that the \$367⁵⁰ was not in fact paid to you that day, but that as a matter of fact on the contrary you executed to her your three bonds or notes for the said amount - which was delivered as you have just said, that day or the next -

Ans I believe I did state that it was not all paid on that day

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Q Did you ever have a running account in your store, before you sold out, with Mrs Byrd.

Ans She had a small account.

Q Have you got your book of accounts in which Mrs Byrd's account was kept.

Ans No - I have not.

Q When did you go out of business?

Ans March 1894 I think.

Q Did you not in 1893 or 1894 make a statement - either verbally or in writing to W. B. Ferguson & Co that you were not under obligations directly or indirectly or in any way to ^{any person or person to} an amount exceeding \$250.00 including the amount you owed him.

Ans I don't remember it.

Q If you did make such a statement - was it - correct or not?

Ans If I made it, it must not have been correct - if I included every body.

Q Did you not also at the same time
promise and agree with W. B. Ferguson
& Co. that you would make no
assignment or transfer of any of your
property of any kind without ^{first}
consulting them & then only such
an assignment as they might suggest?

Ans I don't remember saying it.

Q Do you remember writing it?

Ans No. After ^{we} thinking over it, it seems
to me ~~that~~ ^{we} had some sort of
agreement. It seems to me he drew
up some kind of writing, but I do not
know whether it was for Horner &
Fellou or only myself. In regard
to the selling out Mr. Ferguson understood
that thoroughly. Mr. Ferguson told me
that he advised the man who
bought me out to do so. He also
told me to go to see him.

~~The witness is~~ ^{He} shown a paper
marked exhibit "F" & asked if he signed
the same.

Ans Yes

Q- did you have any conversation with Mrs Byrd before making these deeds to her with relation to the land?

Ans I did not-

Yes

Q I have the deeds now made to her without her knowledge & before any conversation had been had on the subject with her now they?

Ans

Q What conversation did you have with Mrs Byrd about these deeds?

Ans We were owing Mrs Byrd money at the time - we were not able to hold the property - I mean financially not able. We wanted to pay her so we sold the property to her so that she could get her pay out of it - we had no other way to pay her. That was the conversation -

Q When was this conversation held & who was present -

Ans It was when I live - Mrs Byrd & my wife -

Q Was the price for which the property was agreed to be conveyed for fixed

upon that day.

Ans That is my recollection of it - - that we agreed upon the price -

Q If your ^{real} property had been worth \$600⁰⁰ over & above the deed of land, & your chattel property had been worth \$600⁰⁰. would you have conveyed the same to Mrs Byrd as you did.

Ans No.

Q Why not?

Ans Because I could have sold it for more -

Q Would you have sold it ^{for more} to Mrs Byrd or to some one else?

Ans I don't understand the question -

Q In all the transactions that you have had with Mrs Byrd have you ever kept a memorandum or account of the same?

Ans No.

Q You have stated that money was paid to you at various sundry times in different amounts by Mrs Byrd until the amount set forth in the deed

21
had been marked how can you tell
whether that is so or not, when you
say you have kept no memorandum?

Ans As to the amounts that passed between
us, I could very well remember them -
they were all small transactions, because
the amount passed between us was not
large.

Q Through how long a period were these
payments by Mrs Byrd continuing &
what was the largest money amount
paid to you at any one time outside
of the check for \$80 or \$90

Ans 3 or 4 years - I think the 1st amount
was paid in 1892 or 1893 & continued
on until 1894 - The next largest
money amount was ~~say~~ ^{some}
dollars in currency

Q When & where was that paid to you?

Ans I don't remember.

Q Do you mean to say that you
remember the person who paid it &
the amount paid & have no
recollection of the place where
the same was paid or the time
when?

Ans No - I don't mean to say that - I don't
remember the date of it; but my recollection
of it - now since thinking over the
matter, that it was sent down to me
to my shop by a little colored boy -
It was sent by Mrs Byrd - It may
have been sent to my wife & then sent
it by the boy to me - I can't state
what year it was in.

Q Did you give any due bill, or anything
at all to show that you had
this much money or any amount
from her?

Ans No.

Cross - Examination -

Q Was your wife possessed of any
separate estate when you
married her?

Ans Yes - about \$1700⁰⁰ dollars worth -

Q At the date of the transfer of the
real property to Mrs Byrd in whose
name was the property then?
I mean the real estate -

Ans It was in my wife's name -

Q When you speak in your direct
examination of selling this
real property do I understand you

to me that you sold the property
yourself or that you acted for
your wife in the conduct of
the sale?

Ans I acted for my wife -

Q. Who is in possession of this
property now?

Ans ~~Mr~~ I am living there -

Q How do you hold possession of
this property?

Ans I rent it

Q Did your wife have any interest
in the ~~chattel~~ property?

Ans It was mine -

Q. Prior to the sale of this property
had you ever made any offer
of settlement to W. B. Ferguson & Co?

Ans Yes - Some time before that I offered
him to turn over to him all
the property held by me & my
wife - except the ^{chattel} ~~chattel~~ estate
which amounted to about \$3300⁰⁰
at ~~that~~ time - There was a deed of
trust ^{on} ~~of~~ this amount of property

for \$1300. I owed Mr. Ferguson
about ~~900~~ \$900⁰⁰ - I offered
him this if he would accept
it as a payment of what
I owed him - He said I will ^{see}

Q Mr. Holland see what he has
to say about it? but I heard
nothing more from him - Mr.
Ferguson then had Mr. Holland
advise ^{see} the property -

Q For how much did this property
sell at this sale?

Ans \$1795⁰⁰

Q How much did you own under
the deed of trust that was
prior to the one sold by Ferguson?

Ans \$1300⁰⁰

Q What became of the balance of the
money this property brought at
that sale after paying the
\$1300⁰⁰ debt of trust?

Ans It went to W.B. Ferguson & Co -

Q In the bill exhibited against you
and others in this suit - W.B. Ferguson
& Co say that they obtained a judgment

75
against you & Annie E. Follow
your wife for the sum of
\$982²⁹ & \$920 costs which
judgment & costs are still unpaid
& due - do you owe the
amount of this judgment as
set out in said bill?

Ans No. I ought not to I don't think -
I don't know the real amount
they got it was the balance
left after paying the 1st deed of
trust - about \$325⁰⁰

Q What did your wife pay for
this piece of property on which
you now live at said sale -

Ans \$1095⁰⁰

Q Is there any bidders against her -

Ans There were -

Q What do you consider the property
would bring if sold now at
public auction?

Ans About \$900⁰⁰

Q Who has paid the interest ^{tax} on the
\$850⁰⁰ now on the place?

Ans Mrs Byrd -

The hour of adjournment having
among the further taking of these
depositions is continuing until tomorrow
at the same place & between the
usual hours - J. H. Burge Notary Public

Office of J. P. Vanderslice
Suffolk Apr - 8th 1892 -

Present - { ~~James~~ Madison Allys for plaintiffs
Bill Vanderslice " " defendants

Gross Examination continued.

Q You have said on direct examination that you had a talk with W.B. Ferguson & Co in reference to some arrangement being made by you to protect them - how this talk had before the property was sold by the trustee or afterwards?

Ans It was before the sale.

Q Have you made any payment on account, ^{of this judgment.} besides the amount paid by the trustee

Ans. Yes, one small payment of \$24⁰⁰

Q Do you live with Mrs Byard
Ans No.

Q In your examination in chief you have said that the three notes were written on the day they were dated & that they were signed by you, the day they were given to Mrs Byard & that

Page 27

and that this does about
the same day the Bill of Sale
was delivered. Now still whether
these notes were not dated back
to cover the amount you
had received from Mrs Byrd prior
to the execution & delivery
of the Bill of Sale to Mr with the
exception of the last note
and did not deduct last note
also cover the amount when
paid you when the notes
and Bill of Sale were delivered
to Mr in Jan. 1896?

Exception Question & any any answer
that may be given thereto excepted to
because the question suggests the answer desired &
is therefore leading.

Ans. They were dated back - & the
last note covered the amount that
did & was paid me when
the notes & Bill of Sale were
delivered in Jan. 1896 -

Q. You have stated in your direct
examination that all of
the \$367.⁵⁰ was not paid the
day the Bill of Sale was
executed, do you mean by that

To say, that you had received some part of this amount before that day and the balance on that day or that a part of the \$367.⁵⁰ remained unpaid after the notes were delivered?

Ans All of the balance was paid on the day that the notes were delivered.

Q In reference to Exhibit "F" was not this writing given to Ferguson & Co made in reference to the Mercantile business that you were engaged in at the time the writing was made?

Exception Question & any answer that may be given there to ^{excepted to} for the reason that the writing is itself the best evidence of the matter contained therein —

Ans It was —

Q Was not the transfer of the Mercantile business made with the knowledge of Ferguson & Co.?

Ans Yes —

Q Did either of the firm of W.B. Ferguson & Co raise any objection to the sale of

this business at the time it was made -

174
Ans. No - They advised me to do it -

Q. What do you consider Mrs Byrd to be worth?

Ans. Some where about four or five thousand dollars -

Q. Is Laura A Byrd engaged in any business?

Ans. Yes. Millinery business -

Q. In what condition does her business appear to be in?

Ans. In a good condition -

Q. Has Mrs Byrd any family -

Ans. Yes - a child & husband -

Q. Does the husband support himself?

Ans. Yes - Works braides -

Q. Did you ever on any occasion prior to the execution of the deed & Bill of Sale to Mrs Byrd have any conversation with her or tell her that L.B. Fitzgerald & Co proposed to bring suit against you

Ans No - I have never told Mr.

Re. Examination

Q When you said in your cross-examination that you offered W.B. Ferguson your ^{real} property subject to the deed of trust on it; if he would release your debt and that the property was worth \$3300⁰⁰ did you mean that it was worth that or that it had cost you that?

Ans I thought it was worth that -

Q How much real estate did you have?

Ans The property that I now live in on Kitey St & the property on Colleen Road.

Q State the value of the property on Colleen Road what the same sold for?

Ans The value at that time was \$1700⁰⁰ it sold for \$700⁰⁰ cash. some time after that -

30 Q Was the sale a fair one?

Ans It was sold at public auction

Q In my judgment the reason it did not bring more was on account of the light money -

Q You have spoken on your cross-examination

of Mrs Byrd being worth over 400-
thousand dollars state in
what that consists -

31 Ans Property - I'm sorry I'm now living in
I do business in - which is worth
between four and four thousand
dollars - I'm property I now live
in - I estimate that to be
worth ten or four hundred
aside from what I'm owed on
it -

Q Do you think it is worth as
much as \$400⁰⁰ -

Ans I could judge so - I don't know -
I believe it is -

Q What other property has she got -

Ans She owns some property in Rochester
I know - I don't know what that
worth -

Q Do you know whether or ^{any of} not
there are any ~~due~~ liens on this
property or not?

Ans There is one that, that I live in -
I don't know as to the balance -

Q How can you say what Mrs
Byrd is worth?

Ans ~~I~~ I subtract - about the amount
I think she owes from what she
owns & get at it - that way -

Q. Do you know how much Mrs Byrd owns?

Ans I can't say that I know everything

Q. Do you know anything that she owns except the amount on this place?

Ans ~~She owns~~ As for the other I don't know - but I would judge not very much -

3W Q. You have sworn on your solemn oath that Mrs Byrd is worth from four to five thousand dollars - You have also sworn that you do not know what she owns how do you reconcile the two statements?

Explan - I question & any answer that may be given thereto - as to 1st part of question - excepted to upon the ground that the 1st part of it is misleading as it assumed a fact not shown by the testimony -

Ans I reconcile them thus - ~~when I said~~ I have not so sworn - "She is worth between four & five thousand dollars" -

Q. When you say ^{that} that you consider Mrs Byrd to be worth some where

Tell me four or five thousand dollars do
you mean to say at the same
time that you do not know
~~at the same time~~ how much
Mrs Byrd owes —

Ans I don't know —

Q Am you not morally certain that
Mrs Byrd owes money on her
133 floor property? I know you
not every reason to believe
that there is a deed of trust
in said property to secure
the debt?

Ans I think she does owe some —

Q You have stated in answer to
a question asked by me that there
is a lien on the property that
I live on, but I don't know as
to the balance: was that a
fact or not? Was your statement
thus made true? —

Ans When I said I did not know I
meant to refer to the balance of
her indebtedness of some thing or
word. I ~~meant~~ ^{meant} it one way
you understood it another —
I didn't know the exact amount —

Q Is your statement that "I don't know
as to the balance," in whole &

you referred to the lien debts against Mrs Byrd a correct statement or not?

Ans That is not correct.

Q Then why did you make it?

Ans I misheard this. I heard I didn't know the exact account of the balance that she did owe. But I was sworn to tell as I understood, what I did know.

Q And being sworn to tell what you did know, you are obliged to say are you not that Mrs Byrd owed for money borrowed on this store house & that you knew it before you came into this room to testify.

Ans I did know that she borrowed money on it, but don't know how much she has paid on that which she borrowed.

Q How can you swear as to what you consider her worth when you don't know how much she has paid on her indebtedness?

Ans By subtracting what I believed she owed from the amount she owes.

Q And you can do this can you without knowing what it's now?

Ans I can try what I think it's now -

35 Q Is the place that you & your wife sold to Mrs Byrd worth more or less now than when you sold it?

Ans I don't know - but I judge it to be somewhere about the same -

Q You have stated, have you not - that you believe Mrs Byrd's interest in that property worth \$400.00, why was it that you sold it when you got \$250.00 -

Ans At that time it was all that I could get for it -

Q Have not all of the questions that have been asked you by the plaintiff's counsel been explained to you before you were called upon to answer -

Ans They have been explained -

Q Are you not anxious to see W.B. Ferguson Co - lose this suit -?

Implication ~~Ans~~ Question & any answer thereto objected to upon the ground that the question seeks if it does anything to make the witness who is the plaintiff's witness impeach his own testimony by inference

Ans And further if not directly
will I am not anxious for Mr
Ferguson to lose what I owe him -
don't him to have every cent that
I do owe him, but don't want
Mrs Byrd to lose the property -
we have sold her -

Q- Are you not anxious to see W. B. Ferguson
to lose this suit?

Objections Some Objections

Ans I would rather they would lose it
under the circumstances -

Re Cross-examination -

Q You have stated above that you would
rather Ferguson & Co under the circumstances
would lose his suit - how far does
your desire extend?

Ans No farther, ^{than} that Mrs Byrd should
have what ~~she~~ sold her -

And further this deponent will not.

J. L. Hillman

Saura H. Byrd a witness of lawful
age being duly sworn deposes & says
as follows -

Q State your name ~~of~~ residence & occupation

Ans Saura H. Byrd - Jeyrock - Miller

Q Are you one of the defendants in
this suit of Ferguson & Co vs Fillion
Ans Yes.

31 Q In the event that Ferguson & Co should
succeed in getting aside the two deeds
made to you by the Fillions it would
directly affect you would it not?
Ans I think so.

Q Then you are desirous are you not
that they should fail in their
attempt to set the deeds aside?

Ans I should be sorry for Mr. Ferguson to
lose his money, but still I would
be sorry to lose what I have put
on it - I am desirous that they should
fail.

Q What relation are you to the Fillions - either
of them -

Ans I am no relation to Mr Fillion - He
married my sister - Mrs Fillion is my
sister -

Q How Mrs Fillion live on your property -
if so how much rent do you charge her?
Ans Yes - I charge her no special rent.

Ans I'm towards my father & I pay for nothing for it - Nor do I charge for any rent - This is an agreement between us -

Q. Don't you under more obligation to board your father than your sister -

Ans I boarded him then before the sale & paid his board -

Q. How much did you pay per month.
Ans \$8⁰⁰ - I also allowed small items from my store -

Q. Are you a money lender?

Ans No - I don't suppose you would call me a money lender -

Q. I would call any one a money lender who lends money, are you a money lender?

Ans I only lend money to my family at different times - I do not call myself a money lender -

Q. When you loaned money at different times to members of your family did you charge the same to them

and expect them to pay you back - or did you expect that they would never pay it at all

Ans I can't answer - the question I haven't thoroughly understood the question

39 Q. When you loaned them money at various times, they executed notes or due bills payable for the amounts didn't they?

Ans Not always -

Q. You charged it up to them on your book or books did you not?

Ans No -

Q. But you did surely expect them to pay you back the loans did you not?

Exception: Question & any answer thereto accepted to on the ground that it is too general & vague & does not bear specifically upon any allegation contained in the bill?

Ans I suppose if I loaned them \$5.00 I expected them to pay it back.

Q. You had loaned them at different times much larger amounts than \$500. Had you not?

Ans. Yes -

Q. How much is the largest amount you ever loaned to these members of your family & more particularly to Mr & Mrs Fillion?

Ans. I don't know that I ever loaned ^{at one time} them a larger amount, than \$20000, though at that time they owed me a little balance besides.

Q. When was it & where was it & who was present when the \$20000 loan was made and to whom did you lend that amount -

Ans. I don't remember the date - I couldn't tell the year - I could by inference - I was at my house in Suffolk - No one except the one I lent it to - that is Mr. Fillion -

Q. What was it in?

Ans. Currency -

Q Did Mr. Fillion give you any note or bond or any evidence of the loan?

Ans Not ^{right} at the time -

Q When & what did he give you?

Ans A note - I don't remember the time - the record shows - I can't remember the dates -

Q Was it before 1895?

Ans Refer to the record - I can't remember dates

Q Can't you say without having to look at the record that the note was made before 1894?

Ans No -

Q In what record can it be ascertained when this note was dated?

Ans It is recorded in the County Clerk's Office -

Q In what instrument of writing is this note mentioned?

Ans Search the record & you will find out

Q Is this not still due you

Ans It is -

Q How much more does Mr. Fillion or his wife owe you?

Ans I have the two hundred dollar note - one hundred & sixty seven dollars or thereabouts -

42
Q You have stated that the \$200⁰⁰ note you don't remember in what year or month made - was for money loaned Mr. Fillion have you not?

Ans I think that I have stated that before -

Q Was that money loaned him before Jan. 1st 1896?

Ans I rather think it was -

Q Was the \$200⁰⁰ loaned him at one and the same time?

Ans It was not -

Q What was the largest amount you ever loaned him at one time?

Ans I can't say that I remember - It was a common occurrence that I came in my office & got money -

Q Has he gotten any of the \$167⁶⁰ that you spoke of since Jan. 1st 1896?

Ans I don't exactly remember. That was closed last year. I mean the

remainder ~~xxxx~~ of \$167⁵⁰ -

Q Do you mean to say that any of the \$167⁵⁰ was paid as late in the year 1874 as the fall?

Ans I think I can rather refer you to the record of the last note which closed the \$167⁵⁰ with Mr. Fillion - The date I do not number -

Q How many notes have you against Mr. or Mrs Fillion & what are their amounts?

Ans Three - As well as I number -
Here is one \$200⁰⁰
" \$100⁰⁰
" \$167⁵⁰ or 67⁵⁰ cts -

Q Do you mean to say that Mr. or Mrs Fillion owe you all three of these notes & that no part of the same have been paid?

Ans I consider to say that it is due me by Mr. Fillion -

Q Do you mean that no part of it has been paid?

Ans No part of it has been paid - When I said it was due I meant that no part of it has been paid

Q Have you those bonds or notes or do you know where they are?

Ans I can produce them if it is necessary—

Q When were they executed & delivered to you?

Ans Search the record & you will find that out—

Q Please state in what record paper or book or what contract there is in the records at the Clerk's Office that mentions or describes these bonds or notes?

Ans Not being compelled— as to that I refer you to my attorney— I can't tell the book it was in—

Q Is \$367⁵⁰ all ^{the individuals} that you have against Mr. & Mrs. Fillion?

Ans It is what I have against Mr. Fillion—

Q How much have you against Mrs. Fillion?

Ans I don't know that I have anything against her—

Q Where was the 1st time that Mr or Mrs Fillion talked with you about conveying them lot in this town to you?

Ans I dont remember -

Q How much money passed from you to Mr. or Mrs. Fillion when the deed was delivered to you for the lot?

45
Ans I cant say exactly - I had let Mr. Fillion some money previous to that day & I let Mr. Fillion some that day - about \$25.00 I believe - I didnt keep an itemized account -

Q Have you a book of accounts showing the various amounts that you have let the Fillions have from time to time?

Ans I have not -

Q Tell me please, how much you had let Mrs. Fillion before the deed for the land was delivered to you

Ans I cant remember the pretty amounts I let Mr. Fillion \$70.00 previous to that in one lump -

Q Did you give Mrs. Fillion the currency or a check for the \$70.00 that you speak of?

Ans Currency -

Q Did you ever give either one of them a check?

Ans I dont remember whether I ever did or not -

46
Q You have stated, have you not,
that Mrs Fillion had been loaned
by you about \$70⁰⁰ or a little
more before the deed was made
that on the day of the delivery
of the deed you paid about
\$25⁰⁰ more, making about \$95⁰⁰
where to whom was the remainder
of this money paid?

Exception

Question and answer repeated on
the ground that the question
is misleading & confusing to the
evidents in that it assumes a
fact not stated by the witness.

Ans

I have stated that I had loaned Mrs,
or a little more before the deed
was made that on the day of ~~the~~ the
delivery of the deed I paid
about \$25⁰⁰ more.

^{The balance}
It was paid to Mrs Fillion, I can't
exactly say when - It was paid
at different times.

Q The balance of the purchase
money was about \$155⁰⁰ was
it not?

Ans You have figured it - You know better
than I -

Q How much did you give for the lot of
land?

Ans Eleven hundred dollars was the purchase price - There was a deed of trust on it for \$850⁰⁰ which I assumed. which left \$250⁰⁰ for me to pay Mrs Fillion

Q Now you finished paying for that balance yet & if so when did you make the last payment -

Ans I have finished paying for - I don't remember the time exactly

Q So I understand from you that since the deed for the land has been recorded, that you have paid Mrs Fillion all of the \$250⁰⁰ except the \$70⁰⁰ about, & the \$25⁰⁰ about which was paid before & on the day the deed was delivered?

Ans I have - you do understand me -

Q ~~The~~ The deed which was made to you, ^{conveying the land} on ~~or about~~ 27th day of Jan. 1894 states "That in consideration of the sum of \$250⁰⁰ cash in hand paid the receipt whereof is hereby acknowledged"

Q This statement is ungrounded and untrue is it not?

Ans I had not paid it all that day.

Q Is the statement just above quoted in the deed true or not?

Ans I had not paid it ^{in effect} all that day.

Q The deed states, that you paid \$250⁰⁰ on the day same was executed is that statement true or not?

48 Exception Question answered & replied to on the ground that it does not state the fact as shown by the deed which is a part of the record in this case.

Ans \$250⁰⁰ was the consideration on the day I bought the property. This I have stated before.

Q Did you know or believe, when you bought the property that W. B. Ferguson held a note or bond against Mr. Mrs. Fillion? and had intended to sue them on the same?

Ans They had not intended to sue them to my knowledge. I knew from Mr. Ferguson having sold them out before that there was a transaction between them + but did not know the nature of the transaction.

Q Was it not a fact that E. E. Holland
bought the 1st deed on said property
and that he & not W.B. Ferguson sold
them out?

~~Ans~~ Indeed I know ^{nothing} of the 1st transaction
but to the best of my knowledge
W.B. Ferguson sold them out -
I know nothing that could be
considered facts or knowledge about
the 1st transaction.

Q ~~Does the \$367.50~~

do I understand from you that
you have paid \$367.50 & in addition
there to \$250.00 to the Fellows?

Ans Consult the past questions & find
that out -

Q do you decline to say whether
or not you have paid \$367.50 &
in addition there to \$250.00 to
the Fellows -

Ans I do not decline to answer & will
answer again if you ask it?

Q do I understand from you that
you have paid \$367.50 & in addition
there to \$250.00 to the Fellows?

Ans You do understand me to say that
the \$367.50 & the \$250.00 has been
settled - I paid in full

Q Is there not a deed of trust on your ^{store} property - unpaid?

Ans ~~Search~~ The same record & you will find out -

Q How long has this deed of trust been on your property?

Ans I don't remember that date either - You can find it in the same instrument of writing -

50 Q State as near as you can how long prior to the sales made to you by the Fellows that you let Mrs Fellow have the \$70⁰⁰ item?

Ans It was at the time she purchased the property when it was sold under deed trust -

Q Did she give you any note or other writing evidencing the debt at the time she loaned her the ~~money~~ \$70⁰⁰ or did you charge same to her any where?

Ans She did not, nor did I charge it - It was a matter of trust to her -

Q ~~How long has~~ Will you please produce the notes constituting the \$367⁵⁰ item?

Ans I leave it entirely with my attorneys

whether I shall produce them or not.

Q

The attorneys, state that they will produce the notes before the notary & then present the notes.

51

Counsel for plaintiff asks that the said notes or copies thereof be filed as exhibits in this cause.

The notary makes the copy & marks them respectively 24 libel - "X" "X" "X" "X" "X"

Q Where did I understand you to say that the last of the money constituting the \$367⁵⁰ was paid to Mr. Kellou?

Ans I think it was somewhere near about the date of the last note.

Q Where he conveyed to you the personal property did you pay him any money on the purchase that day?

Ans I think not. As well as I remember I paid him the last money on the day of the dating of the last note.

Exhibit - X'

\$100 ⁰⁰/₁₀₀

Suggock, Virginia
May 1st 1895-

On demand I promise to pay
to Mrs Laura A. Byrd the
sum of one hundred dollars
with interest from date at
6% -

J. S. Fellau Seal

A true copy -

J. H. Burgo
Notary Public

53

Exhibit - X''

67 ⁵⁰/₁₀₀

Suggock Virginia
July 1st 1895-

I promise to pay on demand
to Mrs Laura A. Byrd the
sum of sixty seven ⁵⁰/₁₀₀ (67 ⁵⁰/₁₀₀)
dollars value received
Housing received

J. S. Fellau Seal

A true copy

J. H. Burgo
Notary Public

Exhibit - X^{III}

July 14th 1895 ---
Tazewell Virginia

\$ 200⁰⁰/₁₀₀

On demand with interest from date
I promise to pay Mrs Laura A Byrd
the sum of Two Hundred dollars
for value received -
witness my hand & seal -

J. S. Feltou

Seal

A true copy

J. R. Burns

Mary Purdie

Q Thus at the time the Chattel property was conveyed to you Mr. Fellows have you these notes or bonds did he not?

Ans I held the notes I think before - I am certain I had lots of them - I don't remember the dates at all -

54 Q You have paid Mr. Fellows money in your store have you not?

Ans Yes -

Q Can you tell how much & the times?

Ans I cannot -

~~Assets - Examinations -~~

Q - Can you tell me please how much did he ~~give~~ ^{constitute} the Chattel property you bought from Mr. Fellows

Ans I now took a list of it in my life - I meant all furniture & all bedding, a cow, machine tables beds, chairs, tables, stools, there were many exceptions made - it was all that he owned -

Q. Who first mentioned the subject of selling the ^{Chattel} property?

Ans Mr. Fellows as to the Chattel estate

Mrs Fillion as told me could be
the best of my recollection -

Q. did you know at that time that
Mr. Mrs Fillion were insolvent?

Ans. Of course, I did ~~that~~ they
were not able to pay me what they
owed me -

Q. When did Mr. Fillion fail in business?

Ans. I don't know -

Q. do you remember having sent
Mr. Fillion six (\$60⁰⁰) dollars
in cash at one time?

Ans. I can't say that I remember
having done that exactly

Q. Have you any book, to which
you could refer to refresh your
memory till when & the several
amounts you at him have &
also the several amounts
you let Mrs Fillion have?

Ans. I have no book at all - as
I answered before I kept no books
or accounts -

Q Do you know who wrote the
three notes to make up the \$367⁵⁰?

Ans I do not. I have never thought
it necessary to ever ask him.

5 Q Can you look at the notes & tell
whether they were written by Mr.
Fellou or not? (notes are from Brown
millers)

Ans I cannot. I recognize the
signature but can't say as to the
body of the notes.

Q Take the note for \$100 — can you not
look at the same & say that you
are quite certain that the signature
body of the note were not written
by the same parties?

Ans It would not look like as if
the same man did do it?

Q Have you ever taken possession
of, & do you consider the
personal property yours?

Ans I consider it mine whenever I
see it — to ~~take it~~ —

It stands just as it did - as to possession

Cross - 24 annuities -

Q Mrs Byrd, it appears from the record that you purchased the real estate mentioned in the bill for the sum of \$1100⁰⁰ but that the same was at the time of purchase subject to a mortgage of \$850⁰⁰ is this true?

Ans Yes.

Q Did you assume this mortgage of \$850⁰⁰

Ans Yes -

Q This then would leave a balance due of \$250⁰⁰ from you to Mrs Fillion, will you state on your oath whether or not you have paid the said \$250⁰⁰ balance to Mrs Fillion -

Ans I have paid it - all -

Q Mrs Fillion has stated that when she purchased the lot herself that you lent her \$70⁰⁰ with which to make a part payment on it - Is this true?

Ans It is true -

Q. When you purchased the property from Mr. did Mr. allow this \$70.00 which Mr. owed you to go in part payment?

Ans Mr. did allow it as part payment -

Q. It has also been stated in testimony that you paid Mr. \$25.00 on the day that Mr. conveyed the lot to you do you number this and is it a correct statement?

Ans I number it, it is correct -

Q. This then would make \$95.00 which you had paid on the lot & would still leave you owing Mr. a balance of \$155.00, now please state when & how you paid Mr. this \$155.00

Ans Mr. owed me a small amount before, to wit part of my money \$15.00, which I let Mr. have before after that I asked Mr. & I

should pay for the whole amount
She said "Keep it until I call
for it" -

Q Please state how she did call
for it?

Ans In \$5.00 & \$10.00 at a time at
one time I think to the best
of my memory she called for
\$20.00

Q Did she call until she had
finally received it all?

Ans Yes -

Q Did you both keep the amounts
that you paid for from time
to time. For your memories
so that you both knew
when you had paid for
all she had received the
full amount due her?

Ans Yes -

Q Have you ever been in the
habit of keeping a strict book
account of such matters with
your sister—

Ans I have not—

Q Did you have perfect confidence
in each other?

Ans I do—

Q And then you do say that you
have in the manner indicated
paid to Mrs Fillion the balance
of \$25.00 due on the conveyance
of the real estate in full—?

Ans I do. I have paid it in full—

Q I have the charge in the bill
that there was no consideration
whatever that passed between you
& Mrs Fillion for the conveyance
of this real estate—is not that
is it?

Ans It is untrue—

Q Mr Will also charges that
this conveyance was made
to hinder & delay & defraud Mr
Fillou's other creditors was it
your purpose as one of the
parties to this transaction to
do anything of the kind.

Ans It was not - I would not
defraud one of his creditors
out of a penny.

Q Now Madam, I will question
you in regard to the conveyance
by Mr Fillou to you of certain
personal property for the
sum of \$362⁵⁰, please state
whether at the time of this
conveyance Mr. Fillou was
indebted to you in any sum?

Ans Yes -

Q Please state how he came to be
indebted to you -

Ans By borrowing money to assist
him in his business -

Q Was Mr. Fillion in the habit of borrowing small sums from you from time to time?

Ans Yes.

Q Can you state what was the largest sum he ever borrowed from you at any one time?

Ans To the best I can remember it was \$97⁰⁰.

Q Did you keep in your memory & are you sure, that you have loaned Mr. Fillion money at various times so that the total sum would amount to \$367⁵⁰?

Ans I am sure that the total amount was \$367⁵⁰ -

Q You have one note against Mr. Fillion for \$100⁰⁰ did you advance him sums of money amounting to this \$100⁰⁰?

Ans I did -

Q You have against him another

note or bond for \$200⁰⁰ are you sure that you have loaned him sums of money at various times that would make up this \$200⁰⁰?

Ans Yes—

Q You have against him a third note of \$62⁵⁰, do you remember having loaned him that sum at one time or at different times?

Ans Yes— at different times—

Q Now I understand you to say that Mr. Fillion who married your sister did apply to you from time to time for the loan of small sums of money to assist him in his business that you did make to him several such loans until the whole aggregated the sum of \$362⁵⁰ am I correct?

Ans You are correct—

64

This Bill of Sale from Mr. Fillion
to you for the personal
property - appears to be a
conditional Bill of Sale, that is
I mean to say, you allowed him
by the terms of said Bill of Sale
to repay you this money, ^{in which case} ~~which~~
you would convey the goods
to him - Is this correct -

Ans Yes. On the payment of the notes
& interest -

Q Is this the reason why you did
not take absolute possession
of the ~~the~~ chattel property mentioned
therein?

Ans Yes

Q Is Mr. Fillion still indebted to you
in this sum of \$362⁵⁰, & has
he paid any part of the same
to you -

Ans He is still indebted in said
sum - He has paid none of
it -

Q. About how long have you
been engaged in the millinery
business?

Ans About fifteen years—

Q. You have never failed during
that time have you?

Ans No.

Q Is it not a fact that you have
been all this while gradually
increasing your business—

Ans Yes— I have been increasing
all the time—

Q About how much stock do you
carry at present—?

Ans About \$9000⁰⁰ worth—

Q Do you owe any mercantile
bills due on your stock ~~or~~
to any body—

Ans Nothing except a few small
bills of this season

Q How you keep all bills paid up promptly as they fall due, do you not?

Ans Yes.

66 Q How you have made some little money in running this business have you not?

Ans Yes I have.

Q Is not your husband a good mechanic with steady employment now working for good wages.

Ans Yes—

Q How many children have you?

Ans One—

Q How as there are only three in the family your expenses are comparatively small are they not?

Ans I made them just as small as possible—

Q Now in regard to the mortgage which the Building Loan Association holds on your residence. Was this money borrowed for the purpose of building that residence?

Ans It was borrowed & used solely for that purpose —

Q How much did this residence cost you — including the lot?

Ans I believe \$35,000 ~~or~~ \$4000.00

Q How come you wished to build this residence, did you borrow this money because you did not feel that you could take so large a sum all at once from your millinery business?

Ans Yes & because I wanted to keep that entirely separate from my millinery business —

Q Now you always adopted strict business methods & kept strict accounts when you were dealing with the members of your own family?

Ans I certainly have not.

Q Will you please state the largest sum you ever loaned in cash to any member of your family?

Ans \$1000 ⁰⁰ in cash —

Q To whom did you lend this?

Ans H. W. Brodshaw, he also married my sister —

Q When you lent him this money in cash did you take any security from him for it?

Ans Nothing but a simple note —

Q Will you state what was the result of that loan —

Ans I have now received a cent of

it back —

Q About how long ago has this been —

Ans. About ten years —

Q. Then if I may judge correctly from all you have said, you have always been willing to help & assist the members of your family whenever it has been in your power to do so —

Ans I have —

Re - Examination —

Q How much do you owe on the end of last —

Ans I borrowed ~~\$2300.00~~ from the Columbian Building & Loan Association of Richmond about three years ago —

Q. How much interest do you pay on it per year —

Ans I don't know

Q- You speak in your cross-examination of loaning money at odd times to assist Mr. Filton in his business to what business do you refer?

70 Ans In the grocery business before he failed -

Q When you bought the land from Mrs Filton did you sign a bond for ~~the~~ to secure the indebtedness then existing upon it which amounted to \$500.00

Ans No I signed nothing - I bought the land subject to the old debt & have been paying interest on it

Q When you loaned the \$97.00 that you mentioned at one time tell as near as you can what year it was? When you were at it who was present -

Ans I cannot tell the year, I was in my bed room in my house on Hilary St. There was no one

present but Mr. Fillion & myself -
Q When were these promissory notes
or notes constituting the \$36,720.
1st delivered to you?

Ans I don't exactly remember -

Q Who handed them to you?

Ans I think Mr. Fillion handed them
to me -

Q Were they all handed to you at the
same time?

Ans Yes.

Q You answered in a question
asked by Judge Rawls that
you did not intend by these
conveyances to defraud other
creditors of Mr. & Mrs. Fillion,
did you or did you not
know or believe that these
conveyances made to you
would have the effect of
hindering & delaying other
creditors from collecting their
debts due by the Fillions?

Ques I now thought of it - & now
asked a question in this direction.

Q What do you think the Fellows
house is worth - when they
live - sold upon reasonable
terms?

Ans I really don't know - I think
I paid full value for it.

Q Why did you refer in your
examination to state - How
much was due on your floor?
I mean how much the order of Just called for?

Ans I referred you to the Clerks
Office as I thought the
deed was the best place to
get the information you
desired -

Q When you referred me to the
record, you knew perfectly well
did you not, that you had
borrowed \$2300⁰⁰ & given
order of Just to secure same -

Ans I did -

And further this deponent says
not—

Wm. Byrd

Armine E. Fillion a witness of lawful age being duly sworn deposes & says as follows.

Q State your name, residence & occupation & are you one of the defendants to this suit?

Ans Armine E. Fillion I suppose yes I am a defendant in this suit.

74 Q How much money did Mrs Dyar pay you on the day that you signed and delivered this deed to her for your lot in Ippock?

Ans She paid me \$25.00

Q How much has she paid you since that time?

Ans I have collected small amounts from her since the sale - sometimes five or ten dollars -

Q When did you last collect any from her?

Ans Really I don't know - I can't say it was as late as November -

Q I may have noticed have not received any since November 1896 -

Q How much in all have you received from

for on account of the land which you sold for?

Ans I have received \$250⁰⁰

Q How much of this had been paid you before the day that you made the deed?

Ans I had been collecting some small amounts from Mr Sloan before I made the deed - for some living - when I bought the property I borrowed from Mr \$70⁰⁰, I kept no account of them neither did Mrs Byrd - I suppose they amounted to thirty or forty dollars -

Q Was the balance of this business settled up exclusively with you or was it settled with your husband J. S. Fillion?

Ans It was paid to me my husband had nothing to do with it - all of the \$260⁰⁰ was paid to me

Q Do you know what your husband has done with the Building Loan stock which he held some time ago -

Ans No I know nothing about my husband's affairs - he transacts them himself -

Q When is the personal property - now that was sold to Mrs Byrd on the 28th day of January 1896?

Ans In the house in which we live - it is in our possession - it is there when we live - I mean when I saw "our" my husband & mine -

Q Has the Chattel property just above referred to ever been in possession of your sister Mrs Byrd?

Ans No - It has not been moved from when I live -

Q Has Mrs Byrd ever been to your house, where you live & taken possession of said property? -?

Ans Why ilo Mrs- sh can take possession just whenever sh feels like it -

Q Has Mrs Byrd ever been to your house where you live & taken possession of said property? -?

Ans Of course sh has it - under her control -

76 Q Please state what sh has done to take the property under her control -

Ans I just considered it was under her control when sh bought it & paid for it -

Q Was any conversation had in your presence just before these deeds were made between your husband, your sister Mrs Byrd, & yourself about the sales - & if so what was it -?

Ans I talked it over when I went ~~with~~ to know if sh would buy it -

Q What did sh say to you, when you went to her to sell it -?

Ans Of course sh wanted to know if there would ever be any trouble about getting possession of the property -

Q Was your husband with you at that time?

Ans I think he was present one night -

Q Did you ever hear your husband and Mrs Byrd discussing the sale of the Chalmers property before the same was sold?

Ans I don't remember -

Q Did you know at the time it was conveyed

that your husband had sold his chattel
property -

Ans Of course I knew it when he did sell it -

Q Did Mr Feltown talk with you before these
deeds were made about conveying all
the property you both had, so as to
prevent W. B. Ferguson & Co from collecting
~~receiving on their judgment against~~
obtaining a lien on same ahead of your
sister Mrs Byrd -

Ans We had no conversation to that effect

Q Please state what your conversations with
your husband about this property were
before the sale, was?

Ans I don't remember -

Did you have any conversation with
him just prior to the sales with
reference to selling the same to your
sister Mrs Byrd?

Ans Yes -

Q What was it?

Ans Really I don't remember I couldn't state
the conversation to save my life -
I told him I was going to see my
sister Mrs Byrd to see if she would
take the property - I mean my lot -

Q What did your ~~you~~ husband say to you
about selling his part? The chattel
estate -

Ans He asked me what I thought of ^{selling} it to Mrs
Byrd -

Cross-Examination -

Q. Was the \$25.00 that was paid by Mrs Byrd when the deed for the property was delivered paid directly to you by her or was it paid to your husband who paid it to you?
 Exception taken excepted to, because it indicates the answer desired -

78
 Ans Mrs Byrd paid it to me - ~~after further explanation~~ She handed it to Mr. ~~Counsel for~~ Fillion ~~for~~ who handed it to me -

Counsel for plaintiff from states - That when witness had been asked the question above - She answered "Mrs Byrd paid it to me" which answer was noted by the Notary & after further explanation of the question by Counsel for defendants in which they stated "I mean did ~~they~~ she (Mrs Byrd) put the \$25.00 in your hand or did she pay it to your husband who put it in your hand" She answered "She handed it - Mrs Fillion who handed it to me -

Counsel for defendants say that in the examination of this witness a

careful explanation of every question was necessary ~~because the witness~~ is very deaf and extremely sensitive and was apt to answer the questions before she understood them. ^{Ans} The explanation of the said question was ^{made} ~~on~~ that ~~account~~, and that no answer was suggested by Counsel to the witness in the form of said explanation to the question Counsel for Defendants state that the question put in explanation was as follows: "Did Mrs Byrd hand the money to you or to Mr. Felton for you."

Upon which she replied: "She handed it to Mr Felton who handed it to me."

~~Re-Examination~~

Q Did you answer any question before you understood it?

Ans No.

And further this deponent says not -
Armine C. Felton

Virginia ; Nansemond County to-wit ;

I, R. H. Rawles a notary public for
the county aforesaid in the State of Virginia do certify that

Armine E. Fulton whose name is signed to the annexed
answer, has this day personally appeared before me in my said county and
made oath, that all the facts stated in the said answer as coming of
her own knowledge are true ; and all other facts stated as com-
ing of knowledge or information derived from others *she* believes to
be true . Given under my hand this 3rd day of November 1898.

R. H. Rawles N. R.

Arminia F. Allen

Arminia : Arminia County, Pa.

Arminia : Arminia County, Pa.

Arminia : Arminia County, Pa.

Arminia : Arminia County, Pa.

Arminia : Arminia County, Pa.

In the Circuit Court of Nansemond County-

Ferguson & Co.-

VS---

In Chancery---

Felton and others.--

The defendant, Laura A. Byrd, comes and says that the complainants' bill is not sufficient in equity to entitle them to the relief claimed in said bill, or any other ~~rel~~ relief.

Laura A. Byrd
by Counsel

In the Circuit Court of Nansemond County-

Ferguson & Co.-

VS

Felton and others- In Chancery-

The defendant, J.C. Felton, comes and says that the complainants' bill is not sufficient in equity to entitle them to the relief claimed in said bill or any other relief.

J. C. Felton
by Counsel

In the Circuit Court of Nausemond County
N.D. Ferguson & Co.

vs } In Chancery
3 }

J. B. Helton & others.

The defendants say that the complainant's
bill is not sufficient in law.

J. B. Helton } Defendants
Armie Helton }
by Counsel

In the Circuit Court of Nansemond County-

Ferguson & Co.-

VS--

In Chancery ---

Felton and others.--

The defendant, Armine ^E Felton, comes and says that the complainants' bill is not sufficient in equity to entitle them to the relief claimed in said bill, or any other relief.

Armine E. Felton
by Counsel

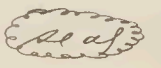
Know all men by these presents that
I J. B. Feltin, of the town of Suffolk
County of Nansemond, State of Virginia
in the consideration of the sum of
three hundred and sixty seven dollars
and fifty cents (\$367⁵⁰) to me in hand
paid by ^{the} Laura a Byrd of the same
town, County and state at and before
the signing and delivery of these
presents, the receipt whereof is
hereby acknowledged, do hereby bargain
sell and assign unto the said
Mrs Laura a Byrd the following per-
sonal property, to wit: all of the house-
hold and kitchen furniture of
^{any and all} every description now in the house
occupied by me as dwelling situated
on the south side of Kilby street in
the said town of Suffolk and in
addition to the above household and
kitchen furniture, one cow now owned
by me. To have and to hold the said
goods to the said Laura a Byrd and
her assigns forever. And I J. B. Feltin
for myself and my heirs do
do covenant with the said Laura
a Byrd that I have done now and
to encumber the said goods and
will warrant the title to the

said goods to the said goods to the said Laura A. Byrd free from the claims of all persons whatsoever.

The condition of the above sale is such that whereas I have on sundry occasions hereinafter set out executed my several bonds to the said Laura A. Byrd aggregating the sum of three hundred and sixty seven dollars and fifty cents (\$367.50) as follows: one bond for the sum of two hundred dollars dated the 14th day of Jan'y 1895, payable on demand with interest from date one bond for the sum of one hundred dollars dated the 1st day of May 1895, payable on demand with interest from date and one bond for the sum of sixty seven dollars and fifty cents, dated the 30th day of July 1895 with interest from date said bond payable on demand. Now if the said J. B. Felton shall well and truly pay or cause to be paid to the said Laura A. Byrd or her assigns the amount of the several bonds principal and interest when demand shall be made upon the said J. B. Felton by the said Laura A.

Byrd or her assigns, then this sale to be void, otherwise to remain in full force and virtue.

Witness the foregoing signature and seal the 28th day of January, 1896,

J. B. Fulton 

State of Virginia
County of Nansemond } to wit:

I, J. Walter Hozier a Notary Public for the County aforesaid in the State of Virginia, do certify that J. B. Fulton whose name is signed to the writing hereto annexed bearing date the 28th day of January 1896 has acknowledged the same before me in my County aforesaid.

Given under my hand this 28th day of January, 1896.

J. Walter Hozier
Notary Public.

County of Nansemond to wit

In the office of the Clerk of the County Court for the above County this 29th day of January 1896, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: R. A. Smith Clerk
By A. P. Gomer D.C.

J. C. Felton
To } Conditional Sale
Laura A Byrd.

A Copy

Recorded in
DB 36 Page 538.
Exhibit

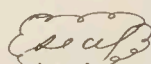
\$125 Fee

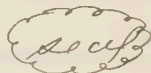
This Deed, made this 27th day of January 1896, between Ammie E. Felton and J. C. Felton her husband of the town of Suffolk County of Newmound and state of Virginia parties of the first part and Laura A Byrd of the same town County and state party of the second part, Witnesseth: That in consideration of the sum of two hundred and fifty (250⁰⁰) dollars cash in hand paid the receipt whereof is hereby acknowledged and a further consideration hereinafter set out the said parties of the first part do grant unto the said party of the second part the following real property to wit: situate lying and being in the said town of Suffolk Virginia and bounded and described as follows. Bounded on the north by Kelly street on which it fronts 57 feet on the south by the lands of J. Kelly on the west; by the lands of W. S. Riddick estate; on the east by the lands of Sarah Harris fronting as above 57 feet on the south side of Kelly street and running back in a southerly direction one hundred and seventy two (172) feet, this being the same land that was conveyed to the said

Annice E Felton by E.E. Holland trustee
for W.B. Ferguson and Company by deed
dated December 10th 1895 and recorded
in the office of the clerk of the County
Court for the ^{said} County of Nausemond in Deed
Book No 36 p 437 This land is sold sub-
ject to a lien of a prior deed of trust
from J.B. Felton and Annice E his wife
to S.E. Everett trustee for E.E. Holland
Guarantian of Annice E and J.E. Holland
to secure the payment of the sum
of eight hundred and fifty dollars
(\$850⁰⁰) said deed dated December 10th 1895
and recorded in deed book No 35 p 606
which said amount the said Laura
A Byrd accepted and agrees to pay. The
said Annice E. Felton covenants that
she has the right to carry the said
land to the grantee that she has
done no act to encumber the said
land save and except the deed of
trust above referred to the payment
of which is assumed by the said
Laura A Byrd and is made a
part of of the purchase price of
the above described land, that the
grantee shall have quiet posses-
sion of the said land free from

all encumbrances save the one above mentioned and that the said parties will execute such further assurances of the said land as may be requisite

Witness the following signatures and seals.

Annrie E. Feltm 

J. C. Feltm 

State of Virginia
County of Nansemond } to wit

I, J. Walter Hoxier a Notary Public for the County aforesaid in the State of Virginia do certify that Annrie E. Feltm and J. C. Feltm her husband whose names are signed to the writing hereto annexed bearing date the 27th day of January in the year 1896 have acknowledged the same before me in my County aforesaid given under my hand this 28th day of January 1896.

J. Walter Hoxier

Notary Public

County of Nansemond, to wit:

In the office of the Clerk of the County Court for the County of Nansemond this 28th day of January 1896 this deed was

Amie. E. Feltus
To } Deed of 13 & Sale
Laura A Byrd

A Copy
Exhibit

Record in
D73 36 Page 537

\$12.50⁰⁰ Fee

presented and with the certificate
annexed admitted to record,

Teste: R.R. Smith Clerk

By A.P. Gomer D.C.

~~W. B. Ferguson & Co vs J. C. Felton et als.~~

In the Circuit Court of the county of Nansemond ; in vacation this 17th day of January 1899.

W. B. Ferguson & Co.

J. C. Felton and others. -

and exhibits

This cause came on this day to be heard on the bill of the complainants, the answers of the defendants, and the depositions of witnesses, and was argued by counsel .

On consideration whereof, the court being of opinion from the evidence in the case, that the deed for the real estate mentioned in the bill, and the bill of sale of the chattel property mentioned in the bill, were not made without consideration deemed valuable in law, and ~~were~~ ^{with intent} were not made to hinder, delay, or defraud the creditors of the said J. C. Felton and Armine E. Felton, doth order adjudge and decree that the bill of the complainants be dismissed at their costs ; and it appearing that the costs of this suit have all been paid in full to those entitled to receive them, it is ordered that this cause be dismissed from the docket, nothing further remaining to be done therein .

To the Clerk of the
Circuit Court of
Nansemond County.

Robert R. Henth

Entered July 17, 1899
Robert R. Prentiss.

We consent,

Jas L. McElmon
for plaintiffs

R. H. Rawley

Lee P. With

attys for
defendants.

Entered in Chancery
Order Book No 3
Page 190.

Robert R. Prentiss
July 17, 1899

Robert R. Prentiss

The separate answer of J. C. Felton, one of the defendants to a certain Bill of Complaint filed against him and others in the Circuit Court for the County of Hansemond by W. B. Ferguson and E. A. Norbert, partners trading as W. B. Ferguson & Co.

This respondent reserving to himself the benefit of all just exception to said Bill, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says: That:

True it is that at the term of the Circuit Court for Hansemond County, W. B. Ferguson and Co. obtained judgment against myself and Anne E. Felton for the sum of \$982.²⁹/₁₀₀ and \$9.²⁰/₁₀₀ Several hundred dollars of which have been paid. That it is also true that before the institution of that said suit I sold and conveyed to Mrs Laura A. Byrd a lot of personal property in the town of Suffolk, Virginia, for the sum of \$367.⁵⁰/₁₀₀. That I deny that no consideration whatever passed from the

said Mrs. Laura A. Byrd to myself for the
said personal property, but that the
said Mrs. Laura A. Byrd paid me the
sum of Three Hundred Sixty-Seven ⁵⁰/₁₀₀ as
expressed in the said Chattel Mortgage
filed in This Cause marked Exhibit " "

That I deny that the said deed was
made for the purpose of hindering, delay-
ing or defrauding my Creditors, and that
the said deed should not be set aside and
the said property sold to satisfy said
judgment. I disclaim all right or title to
or interest in
any real property conveyed by Mrs. Armine
E. Tilton to Mrs. Laura A. Byrd, the same be-
ing the property before the said sale of Armine
E. Tilton, ~~and I know nothing of the cause~~
~~of my own knowledge.~~ And this respon-
dent denies all fraud, unlawful Com-
bination or Confederacy and having
fully answered the said Bill prays to
be hence dismissed with his reason-
able costs by him in this behalf

expended, and he will ever pray
to.

J. C. Felton

Virginia ; Nansemond County to-wit ;

I, R. H. Rawles a notary public for
the county aforesaid in the State of Virginia do certify that

J. C. Felton whose name is signed to the annexed
answer, has this day personally appeared before me in my said county and
made oath that all the facts stated in the said answer as coming of
his own knowledge are true ; and all other facts stated as com-
ing of knowledge or information derived from others *he* believes to
be true . Given under my hand this 3rd day of November 1898.

R. H. Rawles. N. P.

The answer of Laura A. Byrd one of the defendants to a certain Bill of Complaint filed against her and others in the Circuit Court for the County of Harrison by H. B. Ferguson and E. A. Norfleet, partners trading as H. B. Ferguson and Co.

This respondent reserving to herself the benefit of all just exceptions to said Bill, for Answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says: True it is that on the 27th day of Jan'y, 1896. Armin E. Felton & J. C. Felton conveyed to me a certain piece or lot of land in the town of Suffolk, and that on the 28th day of Jan'y 1896. J. C. Felton executed a deed to me for ~~the~~ a lot of personal effects, for the sum of \$367.⁵⁰/₁₀₀. but I deny that no consideration whatsoever passed from myself to the said Armin E. Felton for the said real property, but that I paid the said Armin

E. Felton the sum of \$250⁰⁰ in money and agreed to and did assume a certain debt of \$850⁰⁰, evidenced by the bond of the said Feltons, which said bond was secured by a deed of trust to S. E. Everett, trustee for E. E. Halland, Guardian &c. making the consideration for the said land the sum of \$1100⁰⁰

That the conveyance by J. C. Felton was made to me to ~~secure~~ ^{settle and for} ~~the~~ ^{payment of} the sum of \$367⁵⁰/₁₀₀, all of which said \$367⁵⁰/₁₀₀ had been ^{paid} by me to the said J. C. Felton before the signing and delivery of the said deed. ^{which said conveyance was subject to the condition stated in the conveyance} That at the time of executing the two above deeds that I had no knowledge that Arvine E. or J. C. Felton were indebted to C. B. Ferguson and Co. in any amount, or were indebted to any one else other than myself, and therefore had no know-

ledge that the said W.B. Ferguson the
proposed instituting suits to recover
the said judgment referred to in the
said Bill of Complaint

That the said deeds were not made
for the purpose of hindering, delaying
and defrauding the Complainants, and
that the said deeds should not be set
aside, or the property sold to satisfy
said judgment, And this respondent
denies all fraud, unlawful combination or
conspiracy, and fully answered the said
Bill prays to be hence dismissed with her
reasonable costs by her in this behalf
expended, and she will ever pray so.

Laura H Byrd

Virginia ; Nansemond County to-wit ;

I, R. H. Rawles a notary public for
the county aforesaid in the State of Virginia do certify that

Laura A. Byrd whose name is signed to the annexed
answer has this day personally appeared before me in my said county and
made oath that all the facts stated in the said answer as coming of
her own knowledge are true ; and all other facts stated as com-
ing of knowledge or information derived from others *she* believes to
be true . Given under my hand this 3rd day of November 1898.

R. H. Rawles N.P.

The answer of Armine E. Felton to one of the defendants to a certain Bill of Complaint filed against her and others in the Circuit Court for the County of Nancymonds by W. B. Ferguson and E. A. Borflut, partners trading as W. B. Ferguson and Co.

This respondent reserving to herself the benefit of all just exception to said Bill, for answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says that:

True it is that at the term of the Circuit Court for Nancymonds County, W. B. Ferguson and Co. obtained judgment against J. C. Felton and herself, Armine E. Felton for the sum of $\$982^{\frac{29}{100}}$ and $\$9^{\frac{20}{100}}$ Cents, Several hundred dollars of which have been paid.

That it is also true that before the institution of this suit, or the suit to recover the said judgment that I

was possessed of the equity of re-
demption in a certain piece of land
in the town of Suffolk, Virginia
mentioned in the bill in this cause
upon which there was a Deed of
Trust, ^{for \$850.00} to S. E. Everett, Trustee for
E. E. Hollands, Guardian &c. but I
deny that the said piece of land
was worth the sum of \$1500.00, ^{or that it} ~~but~~
was worth ^{more than} the sum of \$1100.00 or \$250.00
over and above the said Deed of Trust
being the amount for which I sold the
same to the said Mrs. Laura A. Byrd.

That I deny that no Consideration
whatever passed from the said Laura
A. Byrd to myself for the said lot
of land, but that the sum of \$250.00
as expressed in said Deed was duly
paid to me by the said Laura A. Byrd
and the further Consideration that the
said Mrs. Laura A. Byrd, accepts and
agrees to pay the said \$850.00 as
induced by the said Deed of Trust

on the said piece of land; that I deny that the said Deed, for the said real property, was made for the purpose of hindering, delaying or defrauding my Creditors; that the said Deed should not be set aside and the property sold to satisfy the said judgment. I disclaim all interest, right, title or claim to the any personal property that may have been conveyed by J. C. Felton to Mrs. Laura A. Byrd, ~~and know nothing of the same of my own knowledge.~~ And this respondent denies all fraud, unlawful Combination or Conspiracy; and having fully answered the said Bill, prays to be hence dismissed with her reasonable Costs by her in this behalf expended, and she will ever pray &c.

Mrs. Armine. C. Felton

To The Honorable Robert R. Prentiss, Judge of the Circuit Court
of Nansemond County, Virginia.

In Chancery:

Your complainants, W.B. Ferguson and E.A. Norfleet, merchants and partners trading as W.B. Ferguson & Co., complaining sheweth to the Court the following case: That at the term of the Circuit Court they obtained a judgment against J.C. Felton and Armine E. Felton his wife for the sum of \$982.29 and their cost of \$9.20, which Judgment and costs are still unpaid, and are due to your complainants. That ^{immediately before} ~~at the time~~ of the commencement of the suit to recover ~~this~~ judgment the said J.C. Felton and Armine E. Felton were possessed of the Equity of redemption in a lot of land in the town of Suffolk, . worth at least \$1500. upon which there was and is now a deed of Trust to secure E.E. Holland Guardian for the sum of about \$850/ made to S.E. Everett, Trustee; that on January 27th. 1896, the said Felton and wife, Armine, made and executed a conveyance to one Laura A. Byrd conveying all of their rights in and to the said lot of land in the town of Suffolk, which was all of the real estate they possessed, for the sum of \$250. which they say was paid at the time of the delivery of the deed, as will appear by reference to a copy of the ~~the~~ same filed as exhibit "A". That on the day following, to-wit; on the 28th. day of January 1896, the said J.C. Felton made a further conveyance of all of his personal effects in the town of Suffolk, that ~~and~~ were capable of being reached by an execution, to the same Laura A. Byrd for the sum of \$367.50, which it was stated in the said paper writing to have been paid at the delivery of the said writing to grantee, as will appear by reference to a copy of same herewith filed as exhibit "B".

Your complainants aver and charge that no consideration whatever passed from the said Laura A. Byrd to the said J.C. Felton and Armine E. FELTON, for the said two deeds or conveyances; that the same were both made to hinder and delay and defraud your complain-

#2.

ants, and that they are entitled to have the said deed, and bill of sale set aside, and the property therein conveyed or embraced subjected to the payment of the judgment aforesaid.

In tender consideration whereof, and forasmuch as your complainants are remediless in the premises save in a Court of Equity where matters of this kind are properly cognizable to the end, they pray that the said J.C. Felton, Armine E. Felton, Laura A. Byrd, E.E. Holland Guardian and S.E. Everett, Trustee, may be made parties defendants to this bill and required to answer the same, but answers as to J.C. Felton & Armine E. Felton and Laura A. Byrd are hereby expressly waived, under oath. That said two instruments of writing may be declared fraudulent and void as to your complainants debt, that the said property may be sold and after paying the debt due to E.E. Holland Guardian from the sale of the land, that the remainder be applied to the payment of your complainants Judgment, that the ~~or~~ chattel property may be sold and the proceeds applied to the judgment as aforesaid, and that such other and further general and special relief may be granted your complainants as the nature of their case may require, or to equity shall seem meet.

And your complainants will ever pray &c.

D. Prince & W. L. Moore,
Counsel.

M. B. Ferguson, Jr.

W.B. FERGUSON & Co.

Versus. BILL & EXHIBITS.

FELTON & WIFE ET ALS.

Nansemond Cir. Court.

PRINCE & McLEMORE, ATTY.

W B Ferguson & Co
vs In Chancery
J L Felton & others
Chancery Notes

1897 March 11th Process issued returnable
to march Rules Third
Monday.

" " 15th. Process returned executed
on all defendants
Bill filed, and decree
nisi against said defendants.

" April 5th Decree nisi confirmed and
cause set for hearing

Recd of J L McSemon Attorney for
W B. Ferguson & Co the sum of
Fifteen dollars being attorney's
fee for in said cause. Dec.
24th 1898.

Lee Britt
R H Rawles

Counsel for defendant.

Recd of J L McSemon atty for W B Ferguson & Co
by Lee Britt the sum of eight dollars & fifty one
cents ~~per~~ for the Circuit & County Court clerks
in the above suit

Jan'y 3rd 1899,

A J. Somers clerk

Chancery Notes

Costs
Clerk 5.76 1/2
Co " 2.75 7/10
Shff 2.50 1/2
Tax 1.50 1/2
Atty 15.00 1/2

27.51

Ferguson & Co vs. J. C. Felton & others

Prince & M. Lemore p. 1.

W. B. Ferguson & Co
vs. In Chancery
J. C. Felton & others

1899

January 18th
Final Decree.