

1878-05

Sauchoampston County - Chancery

Beale, 20m. E

vs. Lee, L.F. et al

"Injunction"
Creditors Suit

20m. E Myrick

H. P. Dope

Benjamin L. Bryant

Willis Bryant

Gustav Cooper

Artemus Curtis

Eddy Curtis

Mary Bryant

To The Honorable George B. Low Judge of The
Circuit Court of Southampton in chancery
sitting

Humbly complaining your Orator
Wm. E. Beale of Southampton sheweth unto
your Honor that on the 1st of January
1877 L. F. Lee was indebted to him in
the sum of \$257.19 cts and interest
thereon for good and merchandise sold
and delivered to him at his special
instance and request for several years
preceding the 1st of January 1877, that
on the 13th of May 1876 the said L. F. Lee
by a deed of trust a copy of which is
herewith filed marked A and prayed to be
taken as a part of this bill conveyed to
G. P. Pope as trustee a tract of land
containing according to the said ^{deed} 86.7 acres
lying in Southampton to ^{secure} Wm. E. Beale
the payment of two bonds amounting
to \$135 - That subsequently to that time
the said L. F. Lee sold the following
parcels of land they being a part of
the abovesaid tract of 86.7 acres to
the following persons to wit to Benjamin
J. Bryant 10 1/2 acres for \$343.50 cts to
Willis Bryant 26 3/4 acres for \$1318.33 cts to
Gaston Cooper 113 4/5 acres for \$579. to Arthur
Artis 25 3/4 acres for \$76.28 cts to Edy Artis
1 1/4 acres for \$48.75 cts and to Mary Byrum
32 1/5 acres for \$96.40 cts in all 555 7/10 acres
for \$2424.46 cts Your orator has every
reason to believe the purchasers have more

paid one cent of this money to L. F. Lee
that after these sales the said L. F. Lee
left the state and he is informed neither
in the neighbouring county of Hertford
North Carolina, your orator states
further that the said L. F. Lee after
making this deed of trust acknowledged and
the sale of ^{land} ^{the} above named parcels to
whom as yet he has made no deed
sold the said land or 141 acres in
fee simple to Mr E Myrick as will
more fully appear by a copy of the said
deed of Decemr 22^d 1876 herewith filed
marked B and prayed to be taken as a part
of this bill

Your orator states and charges distinctly
and unequivocally that this last deed was
made for the purpose of defrauding him
out of his debt, that L. F. Lee in making
the said deed of Dec-22^d 1876 to Mr E
Myrick made the same to hinder, delay,
and defraud his other creditor out of
their just debts. That L. F. Lee having
sold land to various persons ^{the} above
named to the amount of \$2400 then
sold the same absolutely to Mr E Myrick
for \$1500 and that no money has ever
passed from Myrick to Lee but that
it was done that when the various
persons paid for their land Myrick
should make them deeds neither the
money pay himself the amount
owing to him and transmit the
balance some \$1000 or more to

L. F. Lee beyond the limits of the state
and so defraud your orator out of
his just demands and debts

Your orator does not charge Mr E
Myrick or the purchasers of land above
named with being guilty of fraud
or leading themselves even to L. F. Lee
in various plots to defraud his creditors
but he does charge that Lee has acted
fraudulently and has tried to arrange
it so that he could slip his effects
from the state and not pay his
debts and therefore your orator has
brought this suit in chancery and
attached the effects of L. F. Lee in
the hands of these persons in order
to secure his debts

In tender consideration whereof
and inasmuch as your orator is without
adequate relief at law and only entitled
to full relief in a court of equity where
questions of fraud are peculiarly cognizable
he therefore prays that Mr E. Myrick,
H. P. Pope, Benjamin I Bryant, Willis
Bryant, Gaston Cooper, Arthur ^{Hardy} ~~Hard~~
Edy Arts and Mary ^{Bryant} ~~Bryant~~ may be made
parties defendant to this bill and that the
court would compel them as full and
perfect answer make to the allegation
therein contained as if they had been
themselves more fully interrogated
and that Mr E Myrick answer specially
and particularly how much money
L. F. Lee now owes him and how

much money he will have in hand
after paying himself belonging to L. F. Lee
That he state whether or not the sales
to Benjamin F. Bryant, Willis Bryant
Guston Cooper, Artemus Artis, Edy Artis
and Mary ^{Bryant} ~~Bryant~~ have not been made
as your Orator alleges and if he is not
to receive the money make them dead
and after paying himself transmit
the balance of the purchase money to
the said Lee And that Benjamin F.
Bryant, Willis Bryant, Guston Cooper
Artemus Artis, Edy Artis, and Mary
^{Bryant} ~~Bryant~~ answer if they have not
bought land from L. F. Lee how many
acres and how much they owe of
the purchase money now

And that your Honor would
restrain them from paying to L. F. Lee
but to pay out of the said moneys
to your orator his full debt and
interest And that the court would
grant such other and general relief the
premises considered as equity may
dictate and the nature of his case
may demand and as in duty bound
your Orator will ever pray &c.

Shana, p. 9.

Southampton County, D. C.

This day Wm. E. Beale personally appeared
before and made oath that the above bill
is true to the best of his knowledge and
belief Given under my hand this 18th of May
1877

L. R. Edwards clk

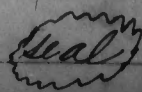
Beale Bill
vs 3 Exhibits
Myrick vs

1877 March Rules

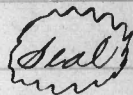
This Deed of Trust made 15th day of May eighteen hundred and seventy six between Samuel F. Lee and Selia J. Lee, his wife of the first part, Harrison P. Pope, Trustee of the second part and Wm E. Myrick of the third part, witnesses: that for and in consideration of the premises hereinafter allotted to, and the further consideration of one dollar to them in hand paid by the said Harrison P. Pope, Trustee, the receipt whereof is hereby acknowledged, The said Samuel F. Lee and Selia J. his wife do grant and convey unto the said Harrison P. Pope, Trustee, and certain tract of land situated in the County of Southampton State of Virginia containing eight hundred and sixty seven acres more or less, and is bounded by the lands of Ferguson and Ryeer, Mark Edney Whitley, Benjamin J. Bryant and borders on the mill run of S. D. Winborn's mill to him and his heirs forever, interest however to secure two bonds one dated and due the 15th day of July eighteen hundred and seventy five, for four hundred and thirty five dollars and thirty seven cents; one other bond dated the 8th day of May eighteen hundred and seventy six for two hundred dollars. To be paid in lawful money of the United States which debt is due by the said Samuel F. Lee to the said Wm E. Myrick. It is stipulated and agreed upon by the parties to this deed that if the said Samuel F. Lee shall fail to pay the within named bonds and interest by the 15th day of December eighteen hundred and seventy six; that the said Wm E. Myrick or his legal representatives shall at his or their discretion order the said Trustee to sell the said tract of land for cash after giving twenty days notice of the time and place of sale, pay all expenses necessary to execute the provisions of this deed including the said Trustee's five per cent commissions pay all that may be due on the said bonds principal and interest to the said Wm E. Myrick or his legal representatives, and the balance if any pay to the said Samuel F. Lee and the said Samuel F. Lee warrants generally the property conveyed.

Witness the following signatures and seals.

Samuel F. Lee



Selia J. Lee



State of Virginia
County of Southampton } to wit:

I, John J. Deyer a Notary Public in the County aforesaid for the State aforesaid do certify that Selia J. Lee the wife of Samuel J. Lee, whose name is signed to the writing above bearing date on the 13th day of May 1876, personally appeared before me in the County aforesaid, and in the State aforesaid, and being examined by me privately and apart from her husband and having the writing aforesaid fully explained to her, she the said ^{Selia J. Lee acknowledged the said} writing to be her act and deed, and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 13th day of May 1876.

John J. Deyer, Notary Public.

State of Virginia
County of Southampton } to wit:

I, John J. Deyer, a Notary Public for the County aforesaid in the State aforesaid do certify that Samuel J. Lee whose name is signed to the writing above bearing date on the 13th day of May 1876, has acknowledged the same before me in my County aforesaid.

Given under my hand this 13th day of May 1876.

John J. Deyer, Notary Public.

Southampton County, In the Clerk's Office May 15th 1876.
This Deed of Trust from Samuel J. Lee wife to Harrison J. Pope, Trustee, for the benefit of W^m C. Myrick, was this day received and together with the certificate thereto annexed, admitted to record.

Teste, M. Edwards Clk.

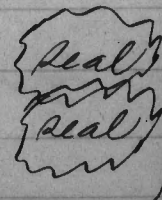
2

This Deed made this the 22nd day of December one thousand eight hundred and seventy six, between Samuel F. Lee and Selia J. Lee his wife of the first part, and William E. Myrick of the County of Southampton, State of Virginia of the second part, witnesseth: That the said Samuel F. Lee and Selia J. his wife do for and in consideration of the sum of Fifty Hundred Dollars to them in hand paid by the said William E. Myrick at and before the signing and sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell and release, convey and deliver unto the said William E. Myrick his heirs, executors, administrators and assigns forever, a certain tract or parcel of land in the County of Southampton State of Virginia, containing by recent Survey, six hundred and sixty one acres more or less, and is bounded by the ^{Land of} Ferguson and Deyer (late John S. Jenkins) Mrs. Edna Whitley, Benjamin J. Bryan and borders on the mill run of S. N. Winbourn's Mill: To have and to hold said described lands together with all houses, ways, woods and waters courses, profits, Commodities and privileges thereunto belonging or anywise appertaining unto him the said William E. Myrick his heirs, executors, administrators and assigns forever - and the said Samuel F. Lee and Selia his wife do for themselves, their heirs, executors, administrators and assigns, by these presents, promise, covenant and agree to and with the said William E. Myrick his heirs, executors, administrators and assigns, to warrant and forever defend the said tract or parcel of land aforesaid, with all and singular the premises with every part and parcel thereof free and clear of and from the claim or demand of any person or persons whatever.

In witness whereof the said Samuel F. Lee and Selia his wife has hereby subscribed their names and affixed their seals the day and year within written.

Samuel F. Lee

Selia J. Lee



State of Virginia
Southampton County } to wit:

I, James R. Tyler, a Commissioner in
Chancery in and for the County Court of Southampton, do
certify that Samuel F. Lee, whose name is signed to the writing
above bearing date the 22nd day December 1876, personally appe-
ared before me in my said County and acknowledged the same
to be his act - and I do further certify that Selia J. Lee the wife
of the said Samuel F. Lee, whose names are signed to the writ-
ing above bearing date as aforesaid, personally appeared before
me in my said County and being examined by me privately
and apart from her said husband and having the writing
aforesaid fully explained to her, she, the said Selia J. Lee
acknowledged the said writing to be her and declared that
she had willingly executed the same and does not wish to
retract it. Given under my hand this 22nd day of December
A. D. 1876.

James R. Tyler
Commissioner in Chancery

Southampton County, In the Clerk's Office December 22nd 1876.
This Deed of Bargain and Sale from Samuel F. Lee wife to
William E. Mayrick, was this day received and with the certifi-
cate thereto annexed, admitted to records

Attest, M. Edwards C. C.

Copies,

Attest, M. Edwards C. C.

State

Exhibits "A. & B."

See Mayrick et al

The depositions of Benjamin J. Bryant and others taken before me, N. D. Griffin a Notary Public for the County of Southampton Virginia pursuant to Notice hereto annexed, at Foyersville, in the said County of Southampton, on Saturday, the 20th day of April 1898. between the hours of 6 A.M. and 6 P.M. to be read as evidence on behalf of William C. Beale in a certain suit in Chancery now pending in the Circuit Court of the County of Southampton ^{for the County} ~~County~~ wherein the said William C. Beale is plaintiff and William C. Myrick and others are defendants.

Present - Wm. B. Shands, Counsel for plaintiff
John J. Kendered " " Defendants

Benjamin J. Bryant being duly sworn on the Holy Evangelists of Almighty God, deponent and saith as follows:

Pl^{ts} Question by Plaintiff's Counsel - To Witness - Did you purchase any land of L. H. Lee - and if so, how much, at what price, and at what time was the purchase made.

Answer - I did. as well as I remember 112 acres, and was to pay \$3 an acre. The purchase was made some time the year 1876. and I took possession of the land the first of January 1877. I have had no deed for the land

2nd Ques

at this time

at the time of my bargain with Mr Lee for the purchase of said land I know that there was a deed of trust for the same for the benefit of Mr Bryant

And laid off to you, And have you a part of the same

Answer.

It was surveyed and laid off to me some time early in the fall of 1876. And I have a plot for same. And further this deponent deposes that -
B J Bryant

1st Question

Willis Bryant being ^(cc) duly sworn deposes and says as follows - Competent to depose by plaintiff's Counsel - Did you ever purchase any land of Mr L. F. Lee, late of the County of Southampton Virginia, And if so, how many acres, At what time did you purchase it, and what did you pay for same

Answer.

I did purchase 263 1/2 acres of land, I think, of L. F. Lee in ~~the fall~~ ^{July} 1876, and I agreed to pay the sum of five dollars per acre for same. Said land was surveyed in November 1876. And I have a plot for same

2nd Question

by the same. Did you make any payments on said land, and if so

No Real Estate except the land I bought of Mr Lee, which is now in question.

Examined by plaintiff's Counsel

1st Question. Did you ^{know} Mr Wm E Myrick in this transaction. When you bought the land

Answer. I did not, - but I heard of it afterwards, that is, I heard afterwards that Mr Myrick was interested in it, - And further the deponent said not -

Willis ^{his} + Bryant
Mark

William Gaston Cooper (Col) being duly sworn, deposed and says as follows:

1st Question. Whereof. Did you ever purchase any land of Mr L. J. Lee, late of the County of Southampton Virginia, if so, how many acres, what did you pay for it, - and when did you purchase the same.

Answer. I did purchase upwards of 1200 acres for which I was to pay four dollars an acre, and I bought it. I think sometime in October 1846

Question. Did you make any payments on said land, if so, how much, and when was said payments made

to whom were the payments made?

Answer. I paid ^{in person} the sum of \$20 To Mr L. F. Lee.

Exhibits Examined by defendant's Counsel

1st Quer. Have you ever ^{made any other} payment on the land in question?

Answer. I have not - but I have some money in hand for that purpose

2nd Quer. by same. How much money have you in hand for that purpose

Answer. About \$25-

Question. On what terms did you buy the land, that is to say, how were you to make the payments?

Answer. I bought the land of Mr Lee and was to have five years in which to pay for it.

Question. Are you a man of any property? And what is the value of all of your property?

Answer. I have 3 horses, or two mules & one horse. I gave \$299 for the three. I bought one this year, one last year, and the other the year before.

Question. What other property have you?

Answer. I have two Cows and two Calves, two and 8 sheep. And my little household and kitchen furniture. I have

Answer. On December 17th 1877 I paid to Mr
 Mr E Myrick \$54 as rent of the land
 known as part of the Lumber Section.
 I asked Mr Myrick whether I should
 pay the money as interest or rent
 and he gave me a receipt for rent.
 Question. By name. Did you not consider the \$54
 which you paid to Mr Myrick as part
 payment on the land.

Answer. Objected to by Defendants Counsel
 I thought I ought to pay something for
 the use of the land. I understood
 there was a law suit about the
 land and I intended to pay no
 body until I got a title. I paid
 Mr Myrick this fifty ^{four} dollars, and I
 was willing for him to apply it to the
 rent or interest as he thought proper.

Question. Did you know that Mr Myrick had
 a lien on the ^{farm} land now in question
 at the time you bargained with
 Mr Lee for it.

Answer. I did. Mr Myrick Lee told me that
 Mr Myrick had a deed of trust on
 said land, and that I would have
 to pay the money over to Mr Myrick
 who would make him a deed.

Question by the same. How much property do you own, what is the value of it - where is it situated,

Answer - I own 110 acres of land out-side of this purchase, lying in this County, for which I have paid \$300. I own three horses valued at \$125. for all three. About six head of Cattle and 24 head of hogs including pigs, and house hold & kitchen furniture. valued altogether at \$45. The above named is all the property I have real and personal

Examin'd by Defendants Counsel

Question - On what terms did you purchase the land in question

Answer - When I bought it of Mr Lee we agreed upon on special terms as to how much I was to pay each year. Mr Lee refused me to Mr Myrick acts that. When I mentioned it to Mr Myrick subsequently, they ~~for~~ did not state to me on what terms I could have it, - but said go ahead and pay all I could. And further the defendant said not -

William ^{his} Castro Cooper
mark

Mary Bryant being duly sworn deponent
and says as follows

1st Question by plaintiffs Counsel. Did you
ever purchase any land of Mr Lee
See Sub of Southampton County if so,
how much. What were you to pay for
it; and when was the purchase made

Answer - I did purchase land of Mr Lee in
July 1876. I bought 25 acres of him
for which I was to pay \$5 per acre -
and I only paid Mr Lee \$2 in advance.
I have no property except a little
household furniture and six
hogs and an ox.
And further the deponent saith
not

Mary ^{Cher} Bryant
mark

Arthur A. Artis being duly sworn
deponent and says as follows

Question by plaintiffs Counsel -

The witness states that he purchased
30 acres of land of Mr Lee at
\$5 per acre, but being unable to pay
for the same he returned it to Mr
Myrick. The bargain was made
for the purchase of the land about
November 1876. Arthur A. ^{Cher} Artis
mark

Coraline Artis being duly sworn deposes
 and says as follows - That she
 bargained with Mr Lee, about November
 1876. for 16 acres of land at five dollars
 per acre. But being unable to pay
 for it - I released it - to Mr Mynick.
 And further the deponent hath not -
 Coraline ^{her} + Artis
 mark

William E. Beale being duly sworn de-
 poses and says as follows. That
 L. S. Lee is justly indebted to him by open
 account in the sum of \$254 - a portion
 of it due in 1875. and a part of it - in
 1876. As will more fully appear by an
 itemized account filed with the papers
 in this cause

W. E. Beale

It is agreed by Counsel that the foregoing
 depositions may be read as evidence
 in ~~the~~ ^{the} case of Ches Chesney & others
 of Brooks vs Mynick and others

State of Virginia

Southampton County, Texas

J. R. R. Griffin, a Notary Public

Beale

v } Depositions

See p^r

Came to hand sealed April 29th
1878.

Samuel E. Brooks

vs

Wm E Myrick & others

Notice to take
Depositions

Executed by delivering
unto Myrick a copy
of this Summons on
the 14th day of March
1898

W W Peggitt

To William L. Myrick

You will please take notice that I shall by my attorney on Saturday the 20th day of April 1878. between the hours of sunrise and sunset of that day, at Jagersville in the County of Southampton Virginia, proceed to take the depositions of Benjamin J. Bryant and others to be read in our behalf in a suit in Chancery now pending in the Circuit Court of Southampton County Virginia, in which we are plaintiffs and you and others are defendants.

Very respectfully
Cremeyer, Echegaray & Brooks
by W. R. Griffin Atty

Beale

on 3 notice
of
4 } Depositions
to be taken
Lee & Myrick vs. Als

April 20th 1878 This
day Wm E Beale
personally appeared
before me and made
oath that he owned
a copy of the within
notice on Wm E
Myrick given under
my hand the day
above written

R. R. Guffin J.P.

To Messrs L. F. Lee and Wm. E. Myrick

Take notice that I shall on the
20th day of April 1878 at Jymmilla
in the county of Southampton
between the hours of ten O'clock
A. M and sunset proceed to take the
depositions of Benjamin S Bryant
Willis Bryant, Gaston Cooper, Arthur
Artis and others to be read as evidence
in my behalf in a certain suit now
pending in chancery in the Circuit
Court of Southampton wherein
I am plaintiff and you and others
are defendants and at which time
and place you may attend if you
see fit

Wm E Beale

The Plaintiff having made the proper affidavit in this suit, it is ordered that the Officer serving the within writ do attach such debts as are already due or become due to the defendant L. F. Lee (who is a non resident of the Commonwealth of Virginia) from the other Defendants Wm E Myrick, S. P. Pope, Ben J Bryant, Willis Bryant, Col^d, Gaston Cooper, Col^d, Artemus Artis, Edley Artis & Mary Bryant or either of them, also any other estate of the said L. F. Lee whether in his own hands or in the hands of the other Defendants or either of them to answer the future order of the Court.

Teste L. R. Edwards cc

Orals
as { Sent & Injon

See p. 2

1874 March Rules

Entered by returning Wm E Myrick, S. P. Pope.
 Ben J Bryant, Willis Bryant & Artemus Artis each
 a copy of this summons on the 2^d day of March
 1874. L. F. Lee is not a resident of my County. Not Recd
 on Edley Artis & Mary Bryant
 W. L. Briggs Stg

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*Wm. E. Myrick N.P. Pope Ben. J. Bryant
Willis Bryant, Col., Gaston Cooper, Col. Artemus Artis Edip Artis, Mary
Bryant & L. F. Lee*

if *they* be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court of Southampton County at the rules to be holden for the said Court, on the first Monday in *March next* — to answer *a bill* in Chancery exhibited against them in our said Court by *Wm. E. Beale*

And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this *26* day of *February*, 187*7*, in the *104* year of the Commonwealth.

L. R. Edwards cc

The plaintiff having made the proper affidavit in this suit it is ordered
 that the officer executing this within writ do attach such debts as are already or
 to ~~become~~ become due to the Defendant L F Lee (who is a now resident of the
 Commonwealth of Virginia) from the other Defendants Eury Artis & Mary Bryant or
 either of them; also any other estate of the said L F Lee whether in his own
 hands hands or in the hands of the other defendants or either of them to answer the
 future order of the Court

Teste L R Edwards CC

Beale }
 & } Sumr. & Juge
 Lee }
 1877 April Rule

After day & afternoon personally appeared before me
 and made oath that he did indeed buy & sell Mary
 Bryant each a copy of this document on the 29th day
 of March 1877. Given under my hand and seal
 this 30 day of March 1877.

John F. Byrnes.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:
as at another time we have.

WE COMMAND YOU TO SUMMON *Evy. Artus & Mary Bryant* -

if *they* be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court of Southampton County at the rules to be holden for the said Court, on the first Monday in *April next* — to answer a *bill* in chancery exhibited against them and others in our said Court by *Wm. E. Beale*

And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this *7th*
day of *March*, 1877, in the *10th* year of the Commonwealth.

L. R. Edwards Clk

Beale

v } Affidavit

La g^o

State of Virginia }
Southampton County }

This day Wm E Beale
who has instituted ~~ex~~ this day a suit in
chancery against L. F. Lee a non resident
to recover effects in the hands of Wm E Myrick
Benjamin J Bryant and others belonging to
the said L. F. Lee personally appeared before
me and made oath that the said L. F. Lee
is indebted to him in the sum of two
hundred and fifty ^{four} dollars and nineteen
cents upon accounts and the interest thereon
due for goods sold and delivered to him
given under my hand this 26th of
Feb'y 1877.

W. E. Beale
Subscribed & sworn to before me Clerk of the Circuit of Southampton
County, in my Office on the 26th day of February 1877.
S. R. Edwards CLK

VIRGINIA.—At Rules held in the Clerk's Office of the Circuit Court of Southampton County on the 5th day of March 1877.

Wm. E. Beale,—Plaintiff.

Against

L. F. Lee & others—Defendants.

} In Chancery.

The object of this suit is to recover of the Defendant, L. F. Lee, \$254.19 with interest and to attach the same in the hands of the other Defendants, and affidavit being made that the defendant L. F. Lee, is not a resident of the State of Virginia, it is ordered that he appear within one month after due publication of this order, and do what is necessary to protect his interest, and that a copy of this order be published once a week for four weeks successively in the Tribune a newspaper published in the town of Franklin in this county and posted at the front door of the Courthouse of said County on the first day of the next County Court thereof.

A Copy—Teste.

L. R. EDWARDS, C. C.

Shanda, p. q.

March 30, 1877.-4w

Beale
r } Proof pub
See K^r

1877 June 9th

State of ~~7th~~

Southampton County, North Carolina:

At this day, H. B. Harnell personally appeared before me a Notary Public for the aforesaid County and made oath that the above order of Publication has been published once a week for six weeks in "The Franklin Tribune" given under my hand this 7th day of June A.D. 1877

Geo. C. Cutchin A. P.

1877 May 21. Recd of the clerk of Cir. Ct. Southampton
the following chancery cases.

Morris Hoc. vs. Camp &
Kiersey, Ettinger & Brooks vs. Lee &
Beale & vs. Lee &

John R. Kelly

Beale

74
v } Stat. Rules

Lee H

1878 May. Dismissed

In Circuit Court Southampton County

Wm. E. Beale

^{against}
L. F. Lee, Wm. E. Myrick, H. P. Pope, Benjamin J. Bryant, Willis Bryant, Gaston Cooper, Artinus, Artis, Eddy Artis, & Mary Bryant

1877 Feby 26 Summons & Injon issued

Mar. R. Sums. ret. Executed on Defts except Eddy Artis & Mary Bryant & L. F. Lee. New pro. v Defts. Eddy Artis & Mary Bryant, D. Nisi to the other Defts. Or. Pub. v Dft L. F. Lee

" Apl. R. Sums. ret. Executed on Defts Eddy Artis & Mary Bryant - D. Nisi in them. Bill taken for Confessed as on whom process Executed

" May " Bill taken for Confessed as to Dfts Eddy Artis & Mary Bryant. And Cause set for hearing as to all the Defts except Dft L. F. Lee

" Nov. T. Ansr. of Dfts Myrick & Lee & Cont^d

1878 May. " Bill dismissed at plffs Costs.

(1)

To the Circuit Court of the County of Southampton Va.

The joint and separate answer of Wm E. Myrick & Lemmie D. Lee (called in the proceedings in the suit herein referred to as L. D. Lee), to a bill in chancery, exhibited in said Court by Wm E. Beale against them and others.

These Respondents reserving st. for answer to said Bill & its errors and false charges therein say:

That the statement in said Bill of the indebtedness of the said Lee to the said plaintiff may be true, but as there is no account or other paper to show the same, filed with the said bill they are unable to say.

The said Lee says that he is indebted to the plaintiff and has no reason to suppose that the amount stated in the said bill is erroneous.

Your Respondents say, that prior to the 7th day of December 1876, the said L. D. Lee, was at different times indebted to the said Myrick in different sums for money lent, chiefly, and secured the said Myrick by deeds of trust recorded, and that on the 7th day of December 1876, the said Lee, together with his wife did execute the deed of trust referred to in said bill to H. P. Pope, trustee for said Wm E. Myrick conveying the land referred to in said bill to secure the amount then due

That on the 22nd day of December 1876, your Respondent, Wm E. Myrick, did purchase of said Lee & wife the land referred in the deed (Exhibit B in said bill) and called the same as six hundred & sixty one (661) acres. That when the deed of trust of said

(Exhibit A. filed with the said bill) was executed on the 13th day of May, 1876 to W. P. Pipe trustee for said Wm E. Myrick, the land was described & called as a tract in Southampton Co. Va. containing 867 acres more or less. That the land was not then surveyed & the quantity merely estimated, but it was one body or tract of land & contained all the land owned by said Lee in said County.

That when the same was sold by the said Lee trustee to said Wm E. Myrick on the 22^d day of December 1876 (see Exhibit B.) it was described and called a tract of land in said County of 661 acres more or less, more or less, and the reason for the difference is that between the dates of said two deeds. The said land was surveyed & instead of it containing 867 acres, it was found to contain 661 acres, more or less.

That then the said land was agreed to be taken & purchased by said Wm E. Myrick of said Lee trustee for \$1500, and although not as much as the said Lee then owed to said Myrick, he was willing to take the said land for ~~the~~ that part of the debt due him.

That the said Myrick did agree to sell off parcels of said land to the persons named in said bill, for the prices named — all of whom are negroes, but one, ^{who is a white man to wit Bryan Bryant} ~~and a~~ ~~man~~. That the agreement to sell, ^{by said Myrick} is for an increased price as he had a right to do, & as long credit was given the purchasers & it was almost certain that they could only pay in small sums, if at all, & that the chance was that the said parcels would have to be taken back, & that the said

except ^{buy} ~~buy~~ ^{of} ~~of~~ ^{Bryan} ~~Bryan~~
purchasers, ^{could} ~~could~~ ^{sums} ~~sums~~ never pay, and that ^{none} ~~none~~
of said purchasers has as yet paid for the said
lands, or any part thereof, and now more certain
than ever that the greater part ^{of said lands} ~~will~~ ^{will} have to be taken
back. That no deeds or other writings have been
made by said Myrick, or any one else ^(purchasers) ~~to said parties,~~
and that ~~the~~ the said Myrick alone has & has the
right to see said lands, as he was on 22^d Dec 1876
the absolute owner for valuable consideration of
all of said lands, and has and has the right to do
with the same as he pleases, & that the said Lee
has no title or estate therein.

That the said Am E. Myrick has said & now
says, that if he could realize more for the said
lands than it had cost him, & with all expenses,
taxes, & ^{paid} ~~paid~~, that he would give said Lee the surplus,
as he had been broken up & was a poor man,
but that there was no legal obligation on the said
Myrick to do so.

Your Respondents deny that the deed of 22^d Dec
1876 from Lee to Myrick for 6.61 acres
was made for the purpose of defrauding the said
complainant or any one else out of his or their just
debt, or that the said deed was made to hinder
and delay or defraud ^(the said Lee's) ~~his~~ creditors —

That the conditional sales to said purchasers were
made by said Myrick, and that your Respondents
Lee, was rejoiced at the same, hoping they might pay
therefor & that it would enable the said Myrick, to

to give your Respondent, Lee, the surplus, but the prospect of payment by said purchaser seems almost to be hopeless.

That it is true no money, has passed from said Myrick to said Lee, if the Complainant means to speak of money as cash on that date (day of Dec 22^d, Dec. 1876), but your complainants say that the said sum of \$1500 was a part of Indebtedness by said Lee to said Myrick, and the greater part due long before & secured in part by deed of Trust on the same land, as the deeds of Trust duly recorded will show, and that the consideration for said lands in deed (Exhibit B.) was a part for money lent by said Myrick to said Lee, and for the aggregate of amounts due by Lee to Myrick, being part of the whole amount due by said Lee to said Myrick the said Land was, taken as a fair equivalent, the increased sums, promised by the purchaser, ^{was} for some parcels thereof.

That Respondents deny, that the promise to give any surplus from said lands to said Lee by said Myrick as above stated, has any thing to do with the sale made by said Lee to said Myrick.

That your Respondents deny any fraud or attempted fraud as alleged, that the said Myrick to transmit any surplus of said sale, to your Respondent Lee out of the State. That the said Lee lives in the adjoining County of Hartford A. C. & only about 3 miles from the said Myrick & only about 1

miles from the North Carolina line, a thing not at all considered by the neighbors living near the line of both states. That your Respondent Lee, lived in the County of Southampton Co. for many years, before he sold his farm to said Myrick, when it became necessary for him to move, and then he rented a place near the same neighborhood, in Hertford Co. Va. only about one mile, from the place he sold & only about $1\frac{1}{4}$ miles from the state line.

That your Respondent, Lee is often at Jerusalem on court days, & often at Newton's Depot in said County, ^{of Southampton} & could be seen without any difficulty in Va. never for a moment making any effort to conceal himself or evade the proof of law.

Your Respondents say, that if the said Myrick could realize any profit by a resale of said land, that he intended & now intends to give it to the said Lee, his neighbor & now a poor man, which he claims the right to do.

That your Respondents say that when the sale of said land was made by said Lee wife to the said Myrick, he Lee owed Myrick more than \$1500. to wit, about \$1650., and the same was taken for the debt as said above.

Your Respondent, Wm. L. Myrick protests against a plain & simple transaction, as the purchase of the said land of the said Lee, being called a fraudulent transaction & tho the Complainant with great inconsistency, acquits of him being guilty of fraud

or lending himself thereto, for charge ^{him} with fraud, &
with intent to do the thing contained in said bill
& to aid said Lee to do so.

Your Respondents pray that the bill
of the Complainant may be dismissed &

Yours &c Myrick
L. F. Lee

Virginia

County of Southampton *St. ad.*

I, J. B. Pope — a Notary Public
in and for said County, do certify that
Am E. Myrick & L. F. Lee aforesaid personally
came before me in said County & made oath
that the facts & statements contained in the foregoing
answer are true to the best of their belief.

Given under my hand 28th Sep. 1877;

J. B. Pope N. P.

Statement of
land sold by Lee
and Hain

104 1/2	acres to	Benjamin I Bryant	\$3	313.50
213 2/3	"	Willis Bryant	\$5-	1318.33
113 4/5	"	Gaston Cooper	\$5-	518.00
25 3/4	"	Artimus Artis	3	71.28
16 1/4	"	Edy Artis	3	48.75
32 1/5	"	Mary Byrum	3	91.60
<u>555.83</u>	~~acres unsold~~			<u>\$2422.41</u>
2.5-	acres sold			
	acres unsold			

Memorandum
for
Clark

Memorandum for clerk
copy and of Trust from L. F. Lee
to Pope Trust for Myrick May 1876

A

Deed of Bargain and sale from
Lee to Myrick Dec 22^d 1874

HB

And file in papers in case

Shand p. 9.

Beale

to } Cr. Sub

See List

Copy posted at front door
of House ~~the~~ day March Term
1877.

Virginia.

At Rules held in the Clerks Office of the Circuit
Court of Southampton County on the 5th day of March

1877

Wm E. Beale

Plaintiff

against

L. F. Lee & others.

Defendants

In Chancery

The object of this suit is to recover of the Defendant ^{L. F. Lee} two hundred and fifty
four dollars and nineteen Cents with interest and to ^{attach} ~~recover~~ in the hands of the
other defendants &c

And affidavit being made that the Defendant L. F. Lee is not a
resident of the State of Virginia it is ordered that he appear within
One month after due publication of this order and do what is necessary
to protect his interest and that a copy of this order be published once a
week ^{for four weeks} successively in the 'Tribune' a Newspaper published in the Town
of Franklin in this County, and posted at the front door of the Court
house of said County on the first day of the next County Court
thereof.

Shands p. q.

A. Coper

Teste L. R. Edwards cc

Beale

n,

Letter

1877

(Nov. 21.

order

to be entered

Geo. Beale

Wm E. Beale

n.

Lee & Myrick & al.

~~Hard cases~~

On the motion of the defendants E. J. Lee &
Wm E. Myrick, ~~trans~~ by John N. Kilby their attorney
leave is given them to file their answer which is
accordingly filed

Beale
vs.
Mynick fals.
and

Heimyer, Etheredge & Brooks
vs.

Mynick fals.

Southampton County
Circuit Court

May Term 1878

Order

To be entered

Geo. B. Wood.

Beale vs. Mynick &als
and
Merneyer, Etheridge & Brooks vs. Mynick &als

These two causes came on this day to be heard together in the Bills of the Complainants respectively, taken for confessed as to the defendants H. P. Pope, Benj. J. Bryant, Willis Bryant, Gaston Confer, Artemus Artis, Emy Artis and Mary Bryant, in whom process had been duly executed, they still failing to appear and make defense, and on the joint and several answers of Wm. E. Mynick and L. F. Lee to said Bills and on the examination of witnesses and on the Exhibits filed with said Bills, with general replication and was argued by counsel.

On consideration whereof the Court doth order that these two causes be dismissed and that the plaintiffs pay the costs to be taxed by the Clerk of this court.