1893 - 11 Southampton County - Chancery Barham, J. L. vs Faulk, J. F. et al

Faulk, Lillie S.

Blunt, J. T. Trustee

"Deed of Trust"

Barham

vs. } Bill & Exhibits.

Fowler et als.

Copy Rules

W. J. SEBRELL,
ATTORNEY-AT-LAW,
COURTLAND, VA.

Argus Printing Co., Manufacturers and Printers, Richmond, Va.

To the Hon. D. W. Hill, Judge of the Circuit Court of Southampton County. In Chancery.

Humbly complaining sheweth unto your Honor your complainant, J. L. Barham, that J. F. Fowler, of said County, is justly indebted to him as follows:- One bond for $22.71, with interest thereon from the 1st day of January 1891, and one account for $127.71, with interest thereon from the 1st day of January 1892, as will more fully appear from said bond and account filed herewith as exhibits "A" & "B", and prayed to be read as parts of this bill; That being so indebted, the said J. F. Fowler, on the 7th day of March 1892, executed and delivered a deed of trust, conveying all his personal property, (save some few articles, which are exempt to him under the Poor Debtors' Exemption), which said deed of trust has been duly admitted to record in the Clerk's Office of Southampton County Court. That the said deed of trust is made to one J. T. Blow as trustee, to secure an alleged indebtedness of $728.00, principal, to one Lillie S. Fowler, the wife of the said J. F. Fowler, as will more fully appear from a copy of said deed of trust herewith

filed as Exhibit "C", and prayed to be read as a part of this bill. That the said J. F. Fowler owns no Real Estate.

Your complainant alleges that at the time the said deed of trust, for the benefit of his wife, Lillie S. Fowler, was executed, the said J. F. Fowler was not indebted to her in the amount therein named, nor in any other amount whatsoever. That the said deed of trust to J. T. Bloss, Trustee, was given upon consideration not deemed valuable in law, and is voluntary, fraudulent and void. That the said J. F. Fowler remains in possession and control of the property thereby conveyed, and is using the same for his private purposes just as he did before the execution of the said conveyance; That the said deed of trust was executed with intent to hinder, delay and defraud your complainant of and from what he is lawfully entitled to, of which the said Lillie S. Fowler had notice, and that the same is fraudulent, null and void as to your complainant, and that he is entitled to have the said deed of trust set aside, and the property therein embraced subjected to the pay-

ment of his said claims. *

Inasmuch, therefore, as your complainant is without remedy save in a Court of Equity where such matters are properly cognizable, to the end, therefore, that justice may be done, he prays that J. F. Fowler, Lillie I. Fowler and J. T. Blow, trustee, may be made parties defendant to this bill and required to answer same, but answer under oath is hereby expressly waived; that the said deed of trust may be set aside as voluntary, fraudulent and void; that the property thereby conveyed may be sold and subjected to the payment of the said claims of your complainant; that a decree may be pronounced against said J. F. Fowler to have the force of a judgment for any amount which may remain unpaid of the said debt due to the complainant. That an attachment in Equity may issue and be levied on the specific property conveyed to said J. T. Blow, trustee, and that this said property may be subjected to the payment of complainants' claims; That all proper accounts may be taken - and for all such other, further, general & special relief as the nature of this case may require or to Equity may seem meet. And your complainant will ever pray &c.

May it please the Court &c.

W. J. Sibrell, p.q. J. L. Barham.

* And notice is hereby given that the Court will be asked to allow a reasonable attorney's fee to the plaintiff's attorney for his services in this cause.

Recd Nov. 3rd 1893 of J. H. Williams
Sh'ff. Ninety-two & 22/100 Dollars My
proportion of the Net proceeds from
Sale of the property of J. F. Fowler
(Attached by J. L. Warbach & J. J. Dorden)
under decree of Circuit Court rendered July 12th
1893

Jas J Darden

Courtland, Va., ... 189...

M.....

To T. M. Howard, Clerk of Southampton Circuit Court, Dr.

189

Cost in Suit of			
Bar Lawrence vs Fawlen			
B. F. M	Paid B. F. McLemore	5	30
J. W. W.	Paid J. H. Williams Clk.	1	50
Law & C	Paid J. L. McLemore	3	50
B. F. M	Paid B. F. McLemore	6	57
T. M. H	Paid T. M. Howard	1	92
Law & C	Paid W. J. Scheer	16	50
J. W. W	Paid J. H. Williams Clk	3	70
		39	99
Clks Cost Book	paid T. M. Howard	1	75
		41	74

(over)

Received of J.W. Williams
$20.00 amt. fee deemed to be paid me by
the Circuit Court of Southampton in case
of Barham vs. Fowler et als.
Nov. 17th 1893
W.D. Sebrell Jr.

Received Nov. 17/93 of J.W. Williams
Fourteen & 32/100 Dollars amt. of balance
due J.L. Barham out of the funds
in hands of said J.W. Williams as
reported by him in suit of Barham
v. Fowler et als.

W.D. Sebrell,
atty. for J.L. Barham

Rec'd. of J. H. Williams Sheriff Shoshone Co.
for selling & delivering property in attach
ment case of Barham et. als U.S. Fowler
Nov. 8 c. T. 93

J. H. Williams

Crier

Barhams shoals.
U.S. J.W. Williams Report
Fowler &c

Borhom et als
vs
Report J. W. Williams Shff.
Forbler &c

Persuant to a decree of the Circuit Court of Southampton County entered at a special term thereof July 18th 1893 I have collected from J. W. Ridley the sum of $106.33/100 and together with $175.87 amt. of sales heretofore reported and $12.17 int. thereon amounting to a total of $292.37/100 which I have paid out as follows 1st the legal cost in the case amounting to $41.74/100. Shff Court. on $292.37/100 amounting to $14.62/100 For selling & delivering property $5.00 Atty Fee allowed W. J. Lebull $20.00. A homestead to Mrs. Lucy Borhom widow of J. L. Borhom with int. added to Nov. 1st 93 amounting to $26.57/100 leaving a balance to be equally divided between J. L. Borhom & J. J. Darden of $184.44/100 or $92.22/100 each receipts for which on hand with filed.

Nov 16th 93

Respectfully submitted
J. W. Williams
Shff

J. F. Gordon

To 3 a/c

1891

D. L. Barham

127.21
22.71
150.42

Mr. J. L. Fowler Dr

1871 In ape with J. L. Barham

Apr	29	To 8 3/4 #. Casting - 5		44		
"	"	" 4# Coffee - 16	1	00		
"	"	" 14 1/3 " Sugar - 7	1	00		
"	"	" 2 yds 8 - 3 B Borders 25		33		
"	"	" 3 Pr Shoes @ 150	4	50		
"	"	" 9 1/4 yds Br. Cottons 7 3/4	7	07	14.	84
May	9	" 12 Bxes Lye	1	00		
"	"	" 12 yds jeans - 10	1	20		
"	"	" 1 Scarf		50		
"	"	" 1/2 # Tobo		20		
"	"	" 3# Shot @ 10		30	3.	20
"	23	" 3 Gents hats @ 20		60		
"	"	" 1 Boys "		15		
"	"	" 2 1/2 yds calico 8		18		
"	"	" 1 Bot B. Beans		25		
"	"	" Buggy Robe	1	25		
"	"	" Set hames	8	00		
"	"	" Road Cart	24	00	35	43
"	26	" Set Hames	8	00		
"	28	" 4 Pr Locks - 15		60		
June	6	" 1 Bucket		18		
"	"	" 3 yds Toweling 10		30		
"	"	" 1 Bx Snuff		10		
"	"	" 1/2 Gal oil		10		
"	"	" 5 3/4 # P. Casting - 5		29		
"	"	" Yards to S. & G. Turner	2	60		
"	13	" " " Miles	2	00		
"	"	" " Geo. Turner	-	70		
"	27	" 17 yds Br cottons 8	1	36		
"	"	" 1 Shirt	1	00		
"	"	" 2# Coffee		44		
"	"	" Muzzle		10		
"	"	" Row Beam		40		
"	"	" H. Seater		20		
"	"	" P. Bolts		02		
"	"	" 3# Tobo - 35 -	1	05		
"	"	" 3 L. H Hoes 35 -	1	50		
"	"	" 1# Soda		10		
July	4	" Yards to S. Turner		37		
"	11	" K. oil 10 - 3 B. Snuff 30		40		
"	"	" 2 1/2 # Coffee 22		55	$ 75.	33

1891

July	27	To 1 Br. Snuff		10	
"	"	" Pr. Gents Shoes	2	00	
"	"	" 1# Coffee		25	
"	31	" ½ Gal. oil		10	
Aug	1	" Gds to S. & G Turner	3	15	
"	"	" 40 B. Plaster - 90	36	00	
"	8	" Pr Suspenders		30	
"	"	" Prints 15 - Soda 8		23	
"	"	" 3 yds Ptgds 60 - Buttons 15		75	
"	18	" Umbrella	2	15	
"	"	" N. Tie		25	
Sep	2	" 5# Shot 5c Powder 20		70	
"	"	" Br Caps		10	
"	"	" ½ Gal oil		70	
"	5	" 7 yds shirting - 10		70	
"	"	" 8 " Pt. Gds - 25	2	00	
"	"	" Sp Codm 5. Snuff 10		15	
"	"	" 5 G. K oil	1	00	
"	"	" Blacking & Brush		55	
"	"	" 1 Scarf		25	
"	19	" 5# Shot 5c 1# Powder 55		85	
"	"	" Caps 10 - Gds to Miles 30		40	
"	23	" 1# Soda		08	
"	26	" Gds to Miles	3	00	
Oct	10	" 7# Cheese @ 13	1	05	
"	"	" 1		10	
"	21	" Gds to Miles		37	
Nov	3	" Pr L. Shoes	1	30	
"	"	" 1# Soda		08	
"	"	" Curry Comb		10	
"	"	" Cheese		98	
"	14	" 1 Over Coat	5	50	
"	"	" 3 Pr Pants	4	20	
"	"	" Bot Ginger		60	69 34
					$144.67
"	26	" 5# Coffee @ 20	1	00	
Dec	2	" 2 pr Brogans 1.30	2	60	
"	"	" 1 Hank Yarn		10	
"	"	" 20 Pound Bags 10½	2	10	
"	5	" 1 Bbl. Flour	5	50	
"	"	" 1 Keg White fish	3	25	14 55
					$159 22

Am't brot for'd 159 22

Cr —

Dec 30	By 546 a/c Pmt Del Dec'r @ 2%	1629			
" "	" 590 " " " " 5 @ 20%	1622	32 50		
" "				127 71	
	Int. from Jan'y 1st 1892 to Nov. 1/93			14.04	
				141.75	
				92.22	
	Am't Judgm't			49.53	

A. W. Hordin
to Sale
1891
A.S. Barham

127.71
22.71
150.42

J. G. Fowler

To 3/4 Bond

$122.50

On demand I or we, and each of us promise to pay J. L. Barham the sum of Twenty two 50/100 Dollars for value received and do hereby waive the benefit of my homestead Exemption as to this debt witness my hand and seal this 1st day of January 1891

Witness
C. D. Ferguson

J. F. his Fowler
mark

Seal

137 ½

Cattle. 50 - 100. 25 - 16 - 10 - 50 15 = 15 = 35 - 15 - 15 = 50

15 = 43 - 50 - 50 - 25 = 76 = £6.5.7

Sheep. 250 - 120 = 3.7.0

F.M.K. 18 - 40 - 50 - 18. 40. 50. 76 = £9 ½

Cattle

16.5.0

Com. Land £9.6.9

10.3.0

£39.9.9

Cattle Turtur Bush 1.7.5

41.7.4

FORM NO. 236.

Barham

vs. { Attachment vs. Debtor Assigning or Disposing of Estate.

Fowler

To 1st day May Term,

1892 Circuit Court.

I certify that Bond with approved Security has been given in this cause.

B. F. McLemore C.C.

115 Dollars

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 236.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton, Greeting:

WHEREAS, Since the institution of a suit in our Circuit Court of the County of Southampton brought by J. L. Barham against J. F. Fowler to recover a debt amounting to $142.9⁵ with interest thereon from Jany 1st 1892 there has been filed in the Clerk's Office of our said Court, an affidavit that the claim of the plaintiff asserted in the said suit is believed to be just; that the affiant believes the plaintiff is entitled to or ought to recover the said sum of $142.9⁵ with interest thereon from Jany 1. 1892 at the least, and that the affiant believes that the defendant has assigned or disposed of, or is about to assign or dispose of his estate, or some part thereof, with intent to hinder, delay, or defraud his creditors: Therefore we command you that you attach the estate of the said Defendant, J. F. Fowler for the amount of One hundred and forty two & 95/100 dollars - and such estate, so attached, in your hands to secure, or so to provide, that the same may be forthcoming and liable to further proceedings thereupon to be had before our said court, on the first day of the next May term thereof. And that you have then there this writ, and make return to the said court how you have executed the same.

Witness B. F. McLemore Clerk of our said court, at the court-house, the 11th day of March, 1892, and in the 116th year of the Commonwealth.

A Copy - Teste: B. F. McLemore C.C.

To the Sheriff of Southampton County:

You are hereby ordered to attach the following personal property owned by the defendant J. F. Fowler. To wit: Jewels three hundred & Pea nuts. Three thousand pounds of meat. Fifteen barrels of corn. Two thousand pounds of fodder. Two sows and their increase. One road Cart & harness. One Buggy. One Bureau. Six Knives & Forks. Six Chairs. Six Plates. One Bridle & Saddle. One Clock and Live Guns. for the satisfaction of the Claim of J. L. Barham against the said J. F. Fowler: one for $22.50 with interest thereon from the 1st January. 1891. till paid. and also the sum of $127.50 with interest thereon from January 1. 1892 till paid. and so to provide that the said estate so attached may be first coming and liable to further proceedings thereupon to be had. before the Circuit Court of Southampton County. on the first day of the next May term 1892. And it being designated that J. W. Ridley. The Seaboard & Roanoke R.R. Co. and J. D. Abbitt Agent of said Railroad Co. are indebted to or have in their possession effects of the said Defendant J. F. Fowler. the said J. W. Ridley. Seaboard & Roanoke R.R. Co. and J. D. Abbitt Agt of said Railroad Co. are required to appear on the first day of the next May term of the Circuit Court of Southampton County and disclose on Oath in what sum they are indebted to the said defendant. J. F. Fowler. and what effects of the said defendant J. F. Fowler they have in their hands.

Teste: B. F. McLemore C.C.

I certify that Bond and approved security has been given in the above cause. as required by law.

Teste: B. F. McLemore

I hereby designate J. W. Ridley, The Seaboard & Roanoke R.R. Co., & J. D. Abbitt agent of the Seaboard & Roanoke R.R. Co. as indebted to, or having in their possession effects of the defendant, J. F. Fowler.

J. L. Barham Plaintiff

Barham
vs
Fowler & als
1892. 1st Attl Writs
Cir: Ct:

Executed March 18th 1892 By delivering a copy of this attachment to each of the garnishees named in the within writ & also to J. W. Ridley & D. D. Abbitt & also to the Seaboard & Roanoke R.R. Co. by attaching a copy of this attachment to a door of the Depot of said Co. in the City of Suffolk in the County of Nansemond & also by delivering a copy of this attachment to the Depot Agent of said Co. at the Depot of said Co. in the City of Suffolk in the County of Nansemond

W. R. Elord Sheriff
by J. W. Williams Sheriff

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON J. F. Fowler, J. T. Blow, Trustee, and Lillie S. Fowler

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 1892 next, to answer a Bill in Chancery exhibited against them in our said Court by J. L. Barham

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 11th day of March, 1892, in the 116th year of the Commonwealth.

Teste: B. F. McLemore C. C.

For J. F. Fowler

FORM NO. 236.

Barham

vs. { Attachment vs. Debtor Assigning or Disposing of Estate.

Fowler

To May Term,

Circuit Court.

1892.

I Certify that Bond with approved Security has been executed in this Cause.

B. F. McLemore C.C.

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 236.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton, Greeting:

WHEREAS, Since the institution of a suit in our Circuit Court of the County of Southampton brought by J. L. Barham

against J. F. Fowler

to recover a debt amounting to $142.93, with interest thereon from Janu 1st 1892, there has been filed in the Clerk's Office of our said Court, an affidavit that the claim of the plaintiff asserted in the said suit is believed to be just; that the affiant believes the plaintiff is entitled to or ought to recover the said sum of $142.93, with interest thereon from Janu 1st 1892 at the least, and that the affiant believes that the defendant has assigned or disposed of, or is about to assign or dispose of his estate, or some part thereof, with intent to hinder, delay, or defraud his creditors: Therefore we command you that you attach the estate of the said defendant, J. F. Fowler

for the amount of One Hundred and Forty Two & 93/100 Dollars and such estate, so attached, in your hands to secure, or so to provide, that the same may be forthcoming and liable to further proceedings thereupon to be had before our said court, on the first day of the next May term thereof. And that you have then there this writ, and make return to the said court how you have executed the same.

Witness B. F. McLemore Clerk of our said court, at the court-house, the 11" day of March, 1892, and in the 116" year of the Commonwealth.

Teste: B. F. McLemore C.C.

Homestead Deed
of
Julius F. Forbes

1892. April 12. Rec'd
& ack

Examd

Recorded D. B. #42
Page 364

1.50
1.25 Paid

Whereas by section 3642 of the Code of Virginia of 1887 it is provided that the real and personal estate of a householder and head of a family his widow and minor children are entitled to hold exempt as a homestead free from debt may be set apart at any time before the same is subject to sale or otherwise under judgment decree, order, execution, or other legal process and whereas J. L. Barham and James. F. Darden have levies attachments, J. L. Barham in equity and James F Darden at common law on the following property to wit, 1334 pounds of pork or bacon 800 lbs of fodder seven barrels of corn. two sows and pigs, Road cart and harness. one buggy, Bridle and saddle, one clock, two guns and the said Julius. F. Fowler interest in a lot of peanuts in the possession of J. W. Ridley valued at $105.33 cts Now Therefore I, Julius. F. Fowler a householder and head of a family by virtue of the laws of Virginia for such cases made and provided by this my deed of homestead duly executed and to be recorded as soon as practicable after execution do set aside the following personal property to wit 1334 pounds of pork or bacon valued at $108.72 cts, 800 pounds of fodder valued at $8. seven barrels of corn valued at $21 two sows and pigs valued at $15 one Road

cart and harness valued at $15.00, one buggy valued at $5.00, one bridle and saddle valued at $2 One clock valued $1, two guns valued at $3 The interest in a lot of goods in the possession of I. W. Ridley which has been sold and my interest in the same being $105.33 cts and the money now held by the said I. W. Ridley Total value $285.05 cts, To be held by me as a homestead for the benefit of myself, wife, and infant children as witness my hand and seal 12th day of April 1892

Julius F. Fowler mark (Seal)

Southampton County In the Clerk's Office April 12th 1892 The foregoing Deed of Homestead by J. F. Fowler was this day received, acknowledged and with the certificate annexed admitted to record.

Teste B. F. McLemore
C.C.

Julius. F. Fowler by deed of homestead made
12th of April 1892 and recorded same day
claimed the homestead in 13.5 pounds of
bacon 800 lbs of fodder corn lands &
corn, two cows and pigs, Road cart & harness
one buggy bridle & harness, furniture in a lot
of firearms all valued at $2 0.00 = 05 cts
of firearms valued at 105.33 cts. this property
was levied on by D. W. Williams sheriff of
Southampton by J. L. Barham in equity &
Jarvis. I. Darden at common-law to satisfy the
same to him debts

Virginia, Circuit Court of Southampton County.

J. L. Barham, Plaintiff

vs.

J. F. Fowler, J. T. Blow, Trustee, and Lillie S. Fowler. Defendants.

In Chancery.

J. L. Barham makes oath that he believes the claim for which the above suit is instituted to be just; that he is entitled to and ought to recover in said suit (at the least) the sum of $22.71 with interest thereon from Janry. 1st 1891 till paid, and, also, the sum of $127.71 with interest thereon from Janry. 1st 1892 till paid; and that to the best of his belief the said defendant, J. F. Fowler, has assigned or disposed of, or is about to assign or dispose of, his estate, or some part thereof, with intent to hinder, delay or defraud his creditors; and that to the best of his belief the said defendant, J. F. Fowler, is converting, or is about to convert, or has converted his property, to-wit: 12000 lbs. Peanuts; 3000 lbs. meat; 15 bbls. Corn; 2000 lbs. Fodder; 2 sows & all their increase; 1 Road cart and harness; one buggy; One bureau; 6 chairs; 6 plates, 1 bridle & saddle, 6 Knives & forks; 1 clock and 2 guns-, into money, securities or evidences of debt, with intent to hinder, delay and defraud his creditors.

J. L. Barham

Subscribed & sworn to before me, by J. L. Barham, this 11th day of March 1892.

D. F. McLemore C.C.

FORM NO. 233.

Barkam

vs. { Affidavit for Attachment vs. who has assigned &c. Debtor ~~Converting Property~~.

Fowler

1892. March 11. Filed

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 233.

In the Clerk's Office of the Circuit Court of the County of Southampton, the 11th day of March 1892

This day J. L. Barham made oath before me, B. F. McLemore Clerk of the said court, that the claim of the plaintiff asserted in this suit is believed to be just; that he believes the plaintiff is entitled to or ought to recover the debt therein mentioned, to-wit: the sum of $142.93 with interest thereon from Janry. 1st 1892 at the least, and that he (the affiant) believes that the defendant has ~~converting or~~ assigned or disposed of, or is about to ~~convert or ha~~ assign or dispose of converted his estate ~~property,~~ or some part thereof, ~~into money, securities or evidences of debt,~~ with intent to hinder, delay, or defraud his creditors.

Given under my hand, as clerk of the said court, the year and day first above written.

B. F. McLemore C.C.

Whereas by section 3642 of the Code of Virginia of 1887 it is provided that the real and personal estate of a householder and head of a family his widow and minor children are entitled to hold exempt as a homestead free from debt may be set apart at any time before the same is subject to sale or otherwise under judgment, decree, order, execution, or other legal process. And whereas J.L. Barham and James J Darden have levied attachments, J.L. Barham in equity and James J Darden at common law, on the ~~as the~~ following property, to wit: 1359 pounds of Pork or bacon, 800 lbs of fodder, seven barrels of corn, two sows and pigs. Road Cart and harness, Bridle and Saddle, one clock, two guns, and the said Julius F Fowler's interest in a lot of Peanuts in the possession of J.W. Ridley valued at $106.83 cts. Now. Therefor. I. Julius F Fowler a householder and head of a family, by virtue of the law of Virginia for such cases made and provide by this my deed of homestead duly executed and to be recorded as soon as practicable after execution do set asidi the following personal property, to wit

1359 pounds of Pork or bacon valued at $108.70 cts, 800 pounds of fodder valued at $8. Seven ~~bbls~~ barrels of Corn valued at $21. Two sows and pigs valued at $15. One Road Cart and harness

valued at $15. one buggy valued at $5. One bridle and saddle valued at $2. One Clock valued at $1. Two guns valued at $3. The interest in a lot of peanuts in the possession of J.W. Ridley which have been sold and my interest in the same being $106.33 cts and the money now held by the said J.W. Ridley. Total value $285.05 cts. To be held by me as a homestead for the benefit of myself. wife and infant children.

As witness my hand and seal 12th day of April 1892

his
Julius F x Fowler (seal)
mark

Southampton County: In the Clerk Office April 12th 1892.

The foregoing Deed of Homestead by J.F. Fowler, was this day received acknowledged in this office by said Fowler and admitted to record.

Teste: B.F. McLemore C.C.

A Copy

Teste: B.F. McLemore C.C.

FORM No. 212.

Barham

to

ATTACHMENT BOND.

Fowler

Sebrell p. q.

1892. March 11th Filed.

Everett Waddey, Statiorer and Printer, Richmond, Va. } Form No. 212.

Know all Men by these Presents, That we J. L. Barham and W. J. Sebrell are held and firmly bound unto J. F. Fowler in the sum of Three hundred & 84/100 dollars, to the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. We hereby waive the benefit of our exemptions as to this obligation, and also of any claim or right to discharge any liability to the Commonwealth, arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Witness our hands and seals this 11th day of March 1892

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas J. L. Barham plaintiff in a suit instituted in the Circuit (in Equity) Court of the County of Southampton against J. F. Fowler, J. T. Blow, Trustee, and Lillie S. Fowler defendants, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said Court an attachment against the estate of the said J. F. Fowler for the sum of One hundred and fifty & 42/100 Dollars being the principal amount claimed by the said plaintiff in the said suit.

NOW, THEREFORE, If the said J. L. Barham shall pay all costs and damages which may be awarded against him or sustained by any person by reason of his suing out the said attachment, then the above obligation to be void, otherwise to remain in full force.

J. L. Barham SEAL.
W. J. Sebrell. SEAL.
SEAL.

Executed in the presence of
B. F. McLemore

In the Clerk's Office of the Circuit Court of the County of Southampton.

W. J. Sebrell the security in the above bond, this day made oath before me B. F. McLemore Clerk of the said Court, that his estate, after the payment of all his debts and of such liabilities as he has incurred for others and expects to have to pay, is worth $300.00 the penalty of the said bond.

Given under my hand as Clerk of the said Court this 11 day of March, 1892.

B. F. McLemore C.C.

Barbour &c
v.
Fowler.

Statement
of J. Wm.
Ridley

To Hon. D. W. Hill,

In answer to summon served on me in case of Barham &c. vs. Fowler &c., I beg to say that I have in hand ($106.^{33}/$_{100}$) One hundred & Six & ^{33}/$_{100}$ dollars from sale of Peanuts purchased by me from D. F. Fowler, which said amount I am ready and willing to pay out under the order of the Court.

J. W. Ridley

In the Circuit Court for Southampton County.

Barham J.L.

vs. Petition of Jas. J. Darden.

Fowler & others.

Your petitioner Jas. J. Darden respectfully represents to the Court the following case: That on the 11th day of March 1892 an attachment in Equity was sued out by J. L. Barham against the defendants in the above mentioned case, upon affidavit of said Barham duly made. and the property of the defendants thereupon attached. to secure the payment of a debt amounting to about $150.00 claimed to be due the said Barham; that on the day following the suing out of the said attachment, to wit:- on the 12th day of March 1892. your petitioner entered his suit on the Law side of this Court and at the same time sued out an attachment at law against the identical property levied upon under the attachment of Barham's. and the same was duly served by the Sheriff of this County, That the debt due your petitioner amounts to $282.50 with interest. Your petitioner believes and charges that he has a prior lien upon the property thus levied upon, & that his debt should be first satisfied, because the attachment of the said Barham was issued on the 11th day of March 1892, and his bill of complaint was not filed until the 1st April. Rules 1892 (nearly a month after the attachment had issued) when section 2964 Code of Va. 1887. plainly states that attachment may issue "on bill filed for the purpose" that said

bill not having been filed in accordance with the statute, the attachment of the said Bardin is invalid and of no effect, and that your petitioner attachment having been legally obtained and issued that he is entitled to have the property thus attached or the proceeds of the same applied towards the payment of his debt, and that, without regard to the first mentioned attachment.

Your petitioner therefore begs that he may be allowed to appear in this cause, that his right may be determined by this Court and that all such relief may be granted him as the nature of the case may require and that in determining as to the priority of the said attachment your petitioner may be heard.

L. McLaurin p.q.

Jas. J. Darden

Bardin
vs.
Jno. J. Darden
Petition of
Jno. J. Darden et als

1892. May 6. Filed.

McLaurin p.q.

This Deed of Trust made the 7 day of March in the year 1892 between J. F. Fowler the grantor of the one and J. T. Blow Trustee of the other part. Witnesseth: that the said J. F. Fower the grantor doth grant unto the said J. T. Blow Trustee the following property, to wit: twelve thousand pounds of Sea nuts, three thousand pounds of Meal, fifteen Bbls. of Corn, two thousand pounds of fodder. two Sows and all of their increase, one Road Cart and Harness, one Buggie. one Bureau. Six Chairs, Six Plates, one Boridle and Saddle. Six Knives and forks, one Clock, two Guns. In trust to secure one Bond for Seven hundred and Twenty Eight Dollars on demand from date and dated February 15th 1892 With Intrest from the first day of January 1892 Due to Mrs Lillie L. Fowler. and the said J. F. Fowler the grantor covenants to warrand the property hereby conveyed.
Witness the following Signature and seal this day and date first above Written

J. F. Fowler (Seal)

State of Virginia, Southampton County: to wit:
I, J. A. Bishop, a justice of the peace in and for the County aforesaid in the State of Virginia do hereby certify that J. F. Fowler whose name is signed to the writing above bearing date the 7th day of March 1892 have acknowledged the

same before me in my County aforesaid.
Given under my hand and seal this 9th day
of March 1892.

T. A. Bishop J.P. (Seal)

Southampton County: In the Clerk's Office
Mch. 9th 1892.
The foregoing Deed of Trust from J. F. Fowler
to Lillie S. Fowler's Trustee, was this day re-
ceived and with the certificate annexed admitted to record.

Teste B. F. McLemore
C. C.

A Copy.

Teste, B. F. McLemore C.C.

Exhibit "C"

A list of Property of J. F. Fowler
Levied on, under Attachment in Equity
March 12th 1892
of J. L. Barham.

1359 lbs. Bacon, (Shoulders). 7 bbls, of corn in
shuck. 500 lbs, blade fodder. One roadcart
& harness, one saddle & bridle, one double gun
and one single gun and one old buggy

H. R. Blow Deputy, for
J. W. Williams Shff.

Fowler & wife
ads
Barham

Answer of Mrs. S.
Fowler —

Filed during Term

The answer of Lillie S. Fowler to a bill in chancery in the circuit court of Southampton against her and her husband J. F. Fowler by J. T. Barham

This defendant for answer to the said bill or as much thereof as she is advised it is material for her to answer answering says that she dis sell her interest in her father's estate for the sum of $728. to J. F. Fowler for which he executed his bond to her she states further that interest is still in the hands of J. R. Howell and she now comes into court and disclaims all interest in the deed of trust executed J. F. Fowler to J. T. Blow Trustee for her benefit that she claims no interest or property in the said deed of trust that she has returned the said bond to J. F. Fowler and shall take as she is entitled to her undivided interest in her father land and estate and having fully answered prays hence to be dismissed with her costs

Lillie S. Fowler.

Sworn to

Fowler vs als

Adm 3

Barham

Answer of J. F. Fowler

The separate answer of Solins. F. Fowler to a bill in chancery by Joseph H Barham against him and others

This defendant for answer to the said bill or as much thereof as he is advised it is material for him to answer, answering says that since the institution of this suit to wit on the 12th day of April 1842 he did by deed duly recorded deed a copy of which deed is herewith filed marked A and prays to be taken as a part of this answer and under section 3642 of the code claims this identical property on which an attachment has been levied, answering further he says his wife disclaims all interest made in the deed of trust made by him to Blair for her benefit that the court has set aside that deed by a decree of this court entered in this cause on July 24th 1842 and he now asks the court to turn this property over to him as a homestead and having fully answered prays to be dismissed with his costs

Solins. F. Fowler
by Shannon & Shannon P. Q.

The answer of Tillie S. Fowler to a bill in chancery in the circuit court of Southampton against her and her husband I. F. Fowler by J. T. Barham

This defendant for answer to the said bill or as much thereof as she is advised it is material for her to answer answering says that she dis sell her interest in her paternal estate for the sum of $728. to J. F. Fowler for which he executed his bond to her she states further that interest is still in the hands of J. R Howell the and she now comes into court and disclaims all interest in the deed of trust executed I. F. Fowler to J. T. Blow Trustee for the benefit that she claims no interest or property in the said deed of trust that she has returned the said bond to J. F. Fowler and shew take as she is willing to her undivided interest in her father land and estate and having fully answered prays hence to be dismissed with her costs

Tillie S. Fowler.

Sworn to &c.

Fowler & wife
ads
Barham

Answer of Mr. & Mrs.
Fowler —
Filed during Term

Fowlers ab

Adz 3

Barham

Answer to J. F. Fowler

The separate answer of Julius F. Fowler to a bill in chancery by Joseph W Barham against him and others

This defendant for answer to the said bill or so much thereof as he is advised it is material for him to answer, answering says that since the institution of this suit to wit on the 12th day of April 1892 he did by deed duly recorded convey a copy of which deed is herewith filed marked A and prays to be taken as a part of this answer and under section 3642 of the code claim this identical property on which an attachment has been levied, answering further he says his said disclaimer all interest made in the deed of trust made by him to Blow for the benefit of the court has set aside that deed by a decree of this court entered in this cause on July 21st 1892 and he now asks the court to turn this property over to him as a homestead and having fully answered prays to be discharged with his costs

Julius F. Fowler
by Thomas H Allen Jr. Sol

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Barham

Stat: Rules

Fowler + abs:

1st apl.

J. L. Barham — Pltff
against
J. F. Fowler, J. P. Bles,
Tansley, and Lillie S. Fowler — Defts.
} In Chancery

1892. Mch 11. Process issued to 1st April Rules with Attachment in Equity endorsed thereon. Affidavit filed.

" 1st Apl Rules: Process Executed - Bill & Exs. filed - decree nisi

" 2 " " Bill taken for Confessed and Cause set for hearing.

Barham or
vs
Fowler et als } Decree.

This day this cause came on to be heard upon Complainant's bill & exhibits, the answer of Lillie S. Fowler, taken for confessed as to the other defendants, the petition of Jas. J. Darden, and was argued by Counsel. On consideration whereof, the Court doth adjudge, order and decree that the deed of trust executed by J. F. Fowler on the day of 1892, to J. J. Blow, Trustee, for the benefit of his wife, Lillie S. Fowler, be and the same is hereby set aside as voluntary and fraudulent, null and void. And the Court doth further adjudge, order and decree that it was not necessary to the validity of the attachment sued out by the plaintiff, J. L. Barham that his bill in Equity shows have been actually filed prior to the issuing of said attachment, and that, therefore, his said attachment is a valid and subsisting lien on the property upon which it was levied, from the time when it was so levied. And the Court doth further adjudge, order and decree that it be referred to one of the Commissioners of this Court to report to the Court an account of all the liens upon the property of the defendant, J. F. Fowler, upon which said attachment has been levied, with their amounts and priorities. And, by consent of parties, the Court doth further adjudge, order and decree, that J. W.

Williams, sheriff, after having given due notice of time & place of sale, do proceed to sell, by public auction, to the highest bidder for cash the property upon which he has levied said attachment, and hold the proceeds arising from such sale to await the further order of this Court.

Barham
vs.
Towles et al.

Defendant's Exhibit
Exhibit

Barham &c. vs. Fowler et als. } Decree.

This day this cause came on to be further heard upon the papers formerly read, and upon the statement of J.W.m. Ridley in answer to summons served on him in this cause, and upon the report of J.W. Williams, reporting sale of the property upon which the attachments have been levied, pursuant to decree herein entered on the 26th day of July 1892, to which report there is no exception and was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree, that J.W. Williams, Sheff., collect from the said J.W.m. Ridley the sum of $106.33, the amt. in his hands as per statement filed in this cause, and, after collecting the said amount, the said J.W. Williams will pay out the same, together with the amount already in his hands as per his said Report, as follows, that is to say, the said J.W. Williams will pay in full the costs of this suit, including an attorneys fee of $20.00, to W.J. Sebree, attorney for the plaintiff, and then pay in full the homestead-waiver note of J.L. Barham; and, by Consent of parties, the Court doth adjudge, order and decree that, after payment of the amounts hereinbefore directed to be

paid, the said J.W. Williams will pay one-half of the balance then remaining in his hands to J.L. Barham on account of his other debt mentioned in this cause, and the other half of said balance to Jas. J. Darden on account of his debt mentioned in this cause, taking receipts from the parties and return along with his report to this Court.

Barham
vs.
Darden et al

To be entered
Dec 13, 1893

Exit

Barham
vs. Decree.
Fowler et als.

Nov. 2nd 1892.

To be entered

Exclused

Barham
vs.
Fowler et als.

Decree.

This day this cause came on to be heard upon the papers formerly read and upon the Report of J.W. Williams, filed during the term by leave of the Court, to which report there is no exception, and was argued by counsel. On consideration whereof, the Court doth approve and confirm the said Report. And it appearing to the Court that there still remains a balance of $49.53, due from the defendant J.F. Fowler to the plaintiff J.L. Barham, ~~and a balance of $ ~~, due from said defendant to J.J. Darden~~, the Court doth adjudge, order and decree that the said J.F. Fowler do pay into the said J.L. Barham the said sum of $49.53, with interest thereon from Nov. 16th 1893, ~~and to the said J.J. Darden the said sum of $, with interest thereon from the 16th Nov. 1893~~ till paid. And it appearing to the Court that nothing further remains to be done in this cause it is ordered that the same be removed from the docket.