1900 - 12 Southampton County Chancery - Vick, J. Baker et al vs Myrick, William A. et als

suees for injunction to keep defendants from selling or attempting to sell land, and also recover bal. due on bond -

Vick, Dorthulia

Myrick, A. R.
Moore, H. A. } Trustees

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.

Form No 17.

Veick et als.

*against* { Bill & Exhibits

Myrick et als.

*To* ..... *Rules, 189*.....

JOHN N. SEBRELL, JR.,
ATTORNEY AT LAW,
COURTLAND, VA.

To Honorable Robert R.Prentis, Judge of the Circuit oCurt of the County of Southampton [illegible], Virginia. In Chancery:

Humbly complaining shew unto your Honor your complainants J.Baker Vick and Darthulia Vick,his wife, both of the County of Southampton, Virginia,that on the Ist day of November 1888 your complainants executed to Wm.A.Myrick a bond in the sum of two hundred and sixty eight dollars and thirteen cents,payable on demand,and that afterwards,towit,on the 20th day of November 1888,in order to secure the payment of the said bond executed a deed of trust.to A.R.Myrick,trustee,conveying that certain tract or parcel of land lying in the County of Southampton, in the State of Virginia,near the village of Newsoms,containing by estimation 162 acres,more or less and adjoining the lands of Bettie T.Pope, J.C.Bunn and J.J.Darden,as will more fully appear from a copy of said deed of trust herewith filed as exhibit "A" and prayed to be read as a part of this bill.

That the said Wm.A.Myrick represented to your complainants that he would pay a debt of sixty dollars due one Warren of Boykins,Virginia by your complainants,and that the said sum of sixty dollars was included in the said sum of $268.13,and constituted a part of the consideration of the said bond. But your complainants here aver and charge that the said Wm.A.Myrick, or any one for him,has never paid the said debt of sixty dollars which was due the said Warren by your complainants, nor has the said Wm.A.Myrick,by any ways or means bound himself to pay,or in any way become responsible for the payment of the same, to the said Warren,his heirs, administrator or assigns. That there has been therefore a failure of consideration for the said bond to the extent of the sum of sixty dollars,which amount the said complainants offer as an offset

against the said bond. They further charge that the real consideration for the said bond was the sum of two hundred and eight dollars and thirteen cents. Your compalinants further state that at divers times, after the execution of the said bond and the deed of trust to secure same, and before they had any notice of any assignment of the said debt and security by the said Wm. A. Myrick to any person, they made payments to said Wm. A. Myrick to be applied to the part payment of the said debt secured by the said deed of trust, as follows, towit:- On the Ist day of April 1890 they paid to be applied as aforesaid the sum of four dollars and thirty cents; On the 28th day of November 1891, the sum of fifty dollars and eighty cents, and at different times during the year 1893, the exact dates of which payments are not now remembered, sums aggregating One Hundred and Thirty Six Dollars and Twenty Cents, making a total of One Hundred and Ninety One Dollars and Thirty Cents, all being paid to said Wm. A. Myrick, to be applied as a part payment of the secured debt, there being no other save a small store account of trifling amount, and which in addition to the said sum of sixty dollars aforementioned should have been applied as credits on the said bond secured by the said deed of trust.

Your complainants further state that on the 28th day of January 1899 they received a letter from H. A. Moore (a brother in law of said Wm. A. Myrick) informing them that the said bond with the security thereunto belonging had been assigned to him by said Myrick, and informing your complainants that the deed of trust would be enforced unless the said bond should be paid with interest by your complainants. as will more fully appear from said letter herewith filed as exhibit "B" and prayed to be read as a part of this bill. That this was the first notice

in fact the only notice or knowledge that your complainants had that the said bond with the security had been assigned by the said Myrick to any person whatever,and your complainants here charge and aver that the payments hereinbefore mentioned were made to the said Wm.A.Myrick.to be applied as a credit on the bond secured by the said trust deed before they had any notice of any assignment of the said bond to Moore or to any other person,infact before there was any assignment of the same. Your complainants state that after receiving the said letter,filed with this bill as exhibit "B",they went to said H.A.Moore and offered to pay the balance due on the said bond after deducting the credits as aforesaid,but that the said H. A.Moore refused to allow the said credits or to credit the said bond with the payments that your complainants had made to said Wm.A.Myrick before any notice of the assignment of the said bond,but on the contrary has instructed the trustee in the said deed of trust to advertise the lands conveyed therein for sale. That the said A.R.Myrick,trustee, in pursuance of the instructions given him by the said H.A. Moore,has advertised the lands conveyed in the said deed of trust,for sale at public auction in the town of Newsoms,Va., on the 4th day of March 1899.as will appear from a copy of the advertisement herewith filed as exhibit "C" and prayed to be read as a part of this bill. Your complainants are willing and ready to pay the balance which may be due on the said bond after deducting the credits proper to be made thereon. and with which the said bond should be credited,and they hereby now offer to pay the same.

In tender consideration whereof and inasmuch as your com-

plainants are without remedy in the premises save in a court of equity where all such matters are alone and properly cognisable, they pray that the said Wm.A.Myrick, H.A.Moore and A.R.Myrick, trustee, be made parties defendants to this bill and required to answer the same but answer under oath is hereby waived; that proper process issue; that an injunction be awarded your complainants restraining and enjoining the said Wm.A.Myrick, H.A. Moore and A.R.Myrick trustee, their agents, atterneys, servants and all others from selling or attempting to sell the tract of land hereinbefore mentioned and described; that all proper orders and enquiries be directed and accounts taken, especially an account showing balance due on the said bond; and that all such other ~~further~~ 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~~ will ever pray &c. May it please the Court &c.

J. Baker X Vick
Mark
Dorthulia Vick
By counsel

Jno. N. Sebrell Jr. p.q

Virginia, Southampton County, towit,

I, John N. Sebrell Jr., a Notary Public in and for the County of Southampton, in the State aforesaid do hereby certify that J. Baker Vick whose name is signed to the foregoing bill this day personally appeared before me in my county aforesaid and made oath that the statements therein contained so far as made from his own knowledge are true and so far as made from information derived from others he believes to be true. Given under my hand this 24th day of February 1890.

Jno. N. Sebrell Jr.
Notary Public

This Deed made the 20th. day of November 1888. between J. Baker Vick and Dorthulia Vick, his wife of the one part and A.R. Myrick Trustee of the other part, Witnesseth: that the said J. Baker Vick and Dorthulia Vick, his wife, do grant unto the said A.R. Myrick Trustee, the following property a tract of land lying in the County of Southampton, near the Village of Newsoms known as the Boswell-Worrell Tract, Containing by estimation one hundred and sixty two acres more or less and adjoining the lands of Mrs Billie P. Pope, J.L. Bunn and J.J. Darden, same being the identical tract of land on which the said J. Baker Vick and Dorthulia Vick, his wife, now reside. In Trust to secure to Wm A. Myrick the payment of a bond for the sum of Two hundred and Sixty Eight and 12½/100 Dollars on demand Nov. 1st. 1888. with interest from the date of said bond, but it is agreed that no sale shall hereunder shall take place in five years if the interest shall be paid promptly each year on said bond.

Witness the following signatures and seal

Interlining done before signing

his
J. X Baker Vick (Seal)
mark

her
Dorthulia X Vick (Seal)
mark

County of Southampton to wit:

I Wm H. Parker a Commissioner in Chancery of the Circuit Court for the County aforesaid in the State of Virginia do certify that J. Baker Vick and Dorthulia Vick, his wife, whose names are

Signed to the writing above bearing date on the 20th. day of November 1888. have acknowledged the same before me in my County aforesaid

Given under my hand this 20th. day of November 1888.

Wm H. Parker

Comr. in Chancery

Southampton County: In the Clerk's Office Nov. 21st. 1888.

The foregoing Deed of Trust from L. Baker Vick & wife to W. A. Myrick was this day received and with the certificates annexed admitted to record.

Teste: B. F. McLemore C.C.

A Copy. Teste L. A. Gay D.C.

Vick et als.
vs. } D. of Trust & Ex. "A"
Myrick et als

Form No. 304.

Vieck et als.

vs.

Maynard

to { Injunction BOND.

Commonwealth.

1899. 28th. Feby. Filed

T. A. Gray C.C.

Everett Waddey Co., Stationers and Printers, Richmond, Va. { Form No. 304.

Know all Men by these Presents, That we J. Baker Vick and J. L. Barham

are held and firmly bound unto the Commonwealth of Virginia in the sum of ($100.00) One Hundred & 00/100 Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption as to this obligation, and 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 the bonds of this State. Sealed with our seals and dated this 28th day of February one thousand eight hundred and ninety 9.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~whereas~~ if the above bound J. Baker Vick who has sued out before Robert R. Prentis Judge of the Circuit Court of Southampton County, in Vacation, an injunction, restraining and enjoining the defendants, Wm A. Myrick, N. A. Moore and A. R. Myrick, Trustee, their agents, Attorneys, and all others from selling, or attempting to sell, that certain tract or parcel of land, lying in the County of Southampton, in the State of Virginia, near the Village of Newsoms, containing, by estimation, 162 acres, more or less, and adjoining the lands of Willis J. Pope, E. L. Brown, and J. J. Darden, until the further order of this Court, shall pay all such costs as may be awarded against him, and all such damages as may be incurred, in case this Injunction shall be dissolved

then this obligation to be void, or otherwise to remain in full force and virtue.

J. Baker his Vick mark SEAL.

J. L. Barham SEAL.

SEAL.

In the Clerks Office of the Circuit Court of the County of Southampton, the 28th day of February 1899.

~~This bond was executed and acknowledged in open court, by the obligors, and ordered to be recorded.~~ This day J. L. Barham security on the above bond, made oath before me L. A. Gay, Clerk of the Circuit Court of the County of Southampton. ~~the surety therein having first justified on oath~~ that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to have to pay is worth the sum of One Hundred & 00/100 dollars, over and above all exemptions allowed by law.

Teste:

L. A. Gay Clerk.

Vick et al.

vs.

Myrick et al.

1 Copy

J.Baker Vick and Darthulia Vick

vs.

William A.Myrick, H.A.Moore and A.R.Myrick, trustee

This day this cause came on to be heard on the bill of complainants, and exhibits therewith filed, leave being granted defendants on their motion to answer the same within sixty days, and was argued by counsel. On consideration whereof the Court doth adjudge, order and decree that it be referred to one of the commissioners of this Court to enquire into and report to Court,

First, Whether the sum of sixty dollars has been paid to Warren his personal representative or assigns by William A.Myrick and what was the real consideration of the bond mentioned in the compàainants bill in this cause.

secondly,- What amounts have been paid to William A.Myrick by complainants prior to the assignment of said bond to H.A.Moore and notice thereof to the said complainants, and which should be applied as credits on the said bond.

Thirdly what amount is still due and payable on said bond.

Which said several enquiries the said commissioner will take and report to Court, together with any other matter deemed pertinent by the said commissioner or shall be required to be stated by any interested party

Vick et als.
vs. Order.
Myrick et als

Enter this.
Jany. 25, 1899
Robert R. Ellis

Enlrd. page 246

Virginia—

In the Circuit Court of Southampton County, in vacation, on the 23rd day of Feby. 1899.

J. Baker Vick and Darthulia Vick,

vs.

Wm. A. Myrick, H. A. Moore & A. R. Myrick, trustee.

On motion of complainants an injunction is awarded restraining and enjoining the defendants, Wm. A. Myrick, H. A. Moore, and A. R. Myrick, trustee, their agents, attorneys, and all others from selling, or attempting to sell, that certain tract or parcel of land, lying in the County of Southampton, in the State of Virginia, near the village of Newsoms, containing, by estimation, 162 acres, more or less, and adjoining the lands of Bettie J. Pope, J. C. Bunn, and J. J. Darden, until the further order of this Court.

But before the plaintiffs shall have the benefit of this order, they, or some one for them, shall enter into an injunction bond before the Clerk of

this Court, with security to be approved by said Clerk, in the penalty of $100.$\frac{x}{x}$, and conditioned for the payment of all cost and damage, which shall be awarded, in case this injunction shall be dissolved.

To the Clerk of the
Circuit Court of
Southampton County.

Robert R. Curtis

THE COMMONWEALTH OF VIRGINIA, Sergt. of the City of Norfolk

To the ~~Sheriff of Southampton County~~ -- Greeting:

WE COMMAND YOU THAT YOU SUMMON William A. Myrick, H. A Moore and A R Myrick Trustees

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 1st Monday in March 1899 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by L. Baker Vick and Dorothea Vick

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

WITNESS, L. A GAY, Clerk of our said Court, at the Courthouse, this 28th day of February, 1899, in the 123 year of the Commonwealth.

Teste: L. A. Gay C. C.

Virginia—

In the Circuit Court of Southampton County, in Vacation, on the 25th. day of Feby. 1899.

J. Oscar Vick and Sarthelia Vick

vs.

Wm A Wyriek N. A. Moore & A R Wyriek, Trustees

On motion of complainants an injunction is awarded restraining and injoining the defendants Wm. A. Wyriek, N.A. Moore and A R Wyriek trustee, their agents attorneys and all others from selling or attempting to sell that certain tract or parcel of land lying in the County of Southampton in the State of Virginia near the Village of Newsoms containing by estimation 16½ acres more or less and adjoining the lands of Bettie J. Pope J. B. Bunn and others until the further order of this Court

But before the Plaintiffs shall have the benefit of this order they or some one for them shall execute unto an injunction bond before the Clerk of this Court with security to be approved by said Clerk in the penalty of $100.00 and conditioned for the payment of all costs and damages which shall be awarded in case this injunction shall be dissolved.

To the Clerk of the Circuit Court of Southampton County

Robert R. Prentis

Teste: L. A. Gay C.C.

Bond as required in the foregoing order, has been executed with security approved by me.

Given under my hand this 28th. day of Feby. 1899.

Teste: L. A. Gay C.C.

137 Court

Vick et als. vs. Wyriek

Vick et als. } Inj.
vs. } Inj.
Wyriek &c. }

1899. 1st. Mch. Rules

Executed in the City of Norfolk on the 3rd day of March 1899 by delivering a copy hereof in writing to each of the defendants named in the endorsement thereon.

Wyriek
Taylor Dept
Bibb & Norfolk
By E. L. Summers
Capias

Sergt's fee 50 cts paid
E. L. Summers
D.S.

for Subpoena P.C.

Printing P.C.

Vieh et als.

vs. } Mathée

Meyerhoff et als

We hereby acknowledge
legal service of within
Notice

Jno. Ritchie Jr.
Atty for Pltffs.

Premises considered
action for accounting,

OFFICE OF JOS. B. PRINCE, JR.,

*Commissioner in Chancery for the Circuit Court of Southampton County, Virginia.*

Courtland, Va., August 28 1899

To

J. Baker Vick and Dorthulia Vick
William A. Mynick, H. A. Moore, and A.R. Mynick, Trustee.

You are hereby notified that I have fixed upon the 20th day of September 1899 ~~next~~, if fair, if not the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to-wit:

1st- Whether the sum of $ ~~[illegible]~~ has been paid to Wm A. Mynick and pursuant representations or assigns by Wm A. Mynick and what was the real consideration of the bond mentioned in the complainants bill in this cause.

2nd- What amounts have been paid to Wm A. Mynick by complainants prior to the assignment of said bond to H. A. Moore and notice thereof to the said complainants which should be applied to as credits on the said bond.

3rd- What amount is still due and payable on said bond

4th Any other matter deemed pertinent by the said commissioner or shall be required to be stated by any interested party.

required to be taken by a decree of Southampton Circuit Court, rendered at the April term, 1899, in a suit in Chancery, depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of said Court the day and year first aforesaid.

Jos. B. Prince Jr., Commissioner.

*To the Sheriff of Southampton County to execute.*

Virginia:

In the Circuit Court of Southampton County.

April Term 1899

J. Baker Vick and Darthulia Vick

vs.

William A. Myrick, N. A. Moore and A. R. Myrick, Trustee.

This day this cause came on to be heard on the bill of Complainants, and exhibits therewith filed, leave being granted defendants on their motion to answer the same within sixty days, and was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to enquire into and report to Court.

First. Whether the sum of Sixty dollars has been paid to Warren his personal representative or assigns by William A. Myrick and what was the real Consideration of the bond mentioned in the Complainants bill in this Cause.

Secondly.- What amounts have been paid to William A.- Myrick by Complainants prior to the assignment of said bond to N. A. Moore and notice thereof to the said Complainants, and which should be applied as credits on the said bond.

Thirdly.- What amount is still due and payable on said bond.

Which said several enquiries the said commissioner will take and report to Court. Together

With any other matter deemed pertinent by the said Commissioner or shall be required to be stated by any interested party.

A Copy.

Teste: L. A. Gay L.S.

Visit of als.
vs
Decree
Myriek et als.

Entered this 4. April 1877.
Robert R. Prentiss
Solicitor

Entered Page 247

Commissioner's Office,
Court land, Va
Sept. 20th - 1899

To the Circuit Court of Southampton County.

Pursuant to a decree of the Circuit Court of Southampton County, rendered at the April Term 1899 in the cause of Vick et als v. Myrick et als, the undersigned, one of the Commissioners of said Court, to whom the aforesaid decree was referred, reports to the Court that on the 23rd day of August, 1899 he issued notice against the parties hereto, requiring them to appear before him at his office in Courtland on the 20th day of September 1899 at which time and place he should proceed to take and report the account called for by the aforesaid decree: that service of said notice was duly acknowledged by the Attorneys for the parties and that the parties aforesaid appeared before the Commissioner in obedience to said notice. Having examined the accounts and made the enquiries called for by said decree he reports the following to the court, together with the evidence upon which this report is made:

1) That the sum of $60.00 was not paid to Allan Warren, his personal representative or assigns as is made a part of the Consideration of the bond for $368.13 now in controversy: that instead of $60. as alleged in plaintiff's bill the consideration was $55.00, which was a Judgment for Allan Warren. That W.A. Myrick paid to Warren $25.00 to have the same release and expended about $10.00 in costs.

That the consideration for said bond was to be

shown by reference to a statement filed herewith and marked "A"- except as to the amount alleged to have been paid Warren: which in your Commissioners opinion should be $85.00 instead of $56.68

2) That there have been two payments made by J.B. Vick which are credited on the bond & which are properly so credited - viz -

1890 - April 18th - $4.50

1891 Nov. 28 - $50.80

That other payments in work and labor & in other ways, were made by J.B. Vick, but were credited by W.A. Mypich on a store account with Vick, it not appearing that the latter directed the payments to be made on the bond

3) The amount of the bond is $268.13 including the judgment in favor Warren for $55.68, but that judgment later off- and $35 added to the same, the amount which Mypich pd. to have the same released, would leave the bond $247.45

Interest on bond to Nov 28-91 45.69

293.14

Credit payments 55.10

Principal Nov. 28-'91 $238.04

Interest to Sept 20th - 1899 111.43

Amount due on bond, with Int - Sept 20 - 1899 = $349.47

Respectfully submitted

Jas B. Prince Jr

Comm.

Comm fee - $15.00

"A"

1.

| | | | |
|---|---|---|---|
| Judgment in favor Allen Warden | 36 | 74 | |
| Int: from Jany 1/83 to Nov 1/88 | 18 | 94 | |
| Cost | 1 | 00 | 55 68 |
| Judgment in favor W. A. Mynick | 58 | 61 | |
| Int from Sept 22/83 to Nov 1/88 | 17 | 96 | |
| Cost | 1 | 00 | 77 57 |
| Judgment in favor W. E. Mynick | 20 | 72 | |
| Int from Sept 22/83 to Nov 1/88 | 6 | 34 | |
| Cost | 1 | 00 | 28 06 |
| Paid Dyde & Roberdeau Clerk Dec 1/87 | 44 | 92 | |
| Int to Nov 1/88 | 2 | 47 | 47 39 |
| | | | 208 70 |
| Court Costs | | | 59 43 |
| | | | 268, 13 |

"B"

# H. A. Myrick

## In Ac with J. B. Vick '95

| | | | |
|---|---|---|---|
| 1891 | To Work Oxen by Jack Days | | 50.00 |
| | " Hard Work for Engineers from 12 days | | 36.00 |
| 1893 | " Plowing Orchard Mill for Dam Mill | | 105.00 |
| | " Labor render by myself Bay for you | | 6.00 |
| | " 1/4 Cord wood for Engineer | | 4.25 |
| | " 21 Bags Spirits 2790 lbs @ 3 | | 83.70 |
| | | | 19.045 |
| | Cash on account | | |

"B"

# J. B. Vial
# 1891 & W. A. Nuzum & Co.

| | | | | | | |
|---|---|---|---|---|---|---|
| July | 12 | To 8 | Meal | 10 | 80 | |
| Aug | 5 | " | Cash | | 200 | |
| | | " | Mdse | | 220 | |
| Sept | 5 | By | Bal on Work at Mill | | 5-00 | 5-00 |
| Nov | 3 | To 1 | pr Shoes | | 190 | |
| | | " 1 | " Boots | | 300 | |
| Dec | 11 | " 1 | " Shirt | | 140 | 630 |
| | 24 | " 1 | Pea Nut Bag | | 11 | |
| | | " 1 | Bag Flour | | 40 | |
| | | " 1 | Vial Ers Lemon | | 10 | |
| | | " 1 | Coffee | | 20 | |
| | | " 5 | Sugar | | 25 | |
| | | " 2 | Candy | | 26 | |
| | | " 3 | Trys | | 23 | |
| | | " 1 | Dolls | | 15 | |
| | | " 2 | Trys | | 20 | |
| 1892 | | " 2 | Cocoanuts | | 21 | 211 |
| Mch | 19 | " 1 | Vial Comp Syrup | | 25 | |
| April | 6 | " 1 | Coffee | | 20 | 45 |
| | 9 | " 1 | Gal Molasses | | 40 | |
| | | " 1 | Sheet Pan | | 10 | |
| | | " 1 | Suit Clothes | 6 | 00 | |
| | | " 1 | Hat | | 80 | |
| | | " 1 | box matches | | 02 | 7 82 |
| | 21 | " 1 | bot Ipecac | | 15 | |
| | 23 | " 1 | Gal Molasses | | 40 | |
| | | " 1 | Pdc Smoking Tobacco | | 25 | |
| | | " 1 | Chew " " | | 35 | |
| | | " 2 | boxes matches | | 02 | 1 17 |
| | | | | | | 17. 82 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| April | 23 | To amt forwd | | | | 17 | 38 |
| May | 7 | " 1 lb Tobacco | | | 48 | | |
| | | " 1 box snuff | | | 15 | | |
| | | " 2 boxes Matches | | | 02 | | |
| | | " 1 Bal Awls | | | 40 | 1 | 02 |
| | 10 | " 10 Bus cot sud | | 18 | | 1 | 58 |
| | 12 | " 7 bot Worm Killer | | | | | 28 |
| | 04 | " 07 yds Print goods | | 28 | 1 | 78 | |
| | | " 3 " Cambric | | 8 | | 24 | |
| | | " 1 Spool cot | | 5 | 1 | 20 | |
| | | | | | | 1 Bal | 3 24 |
| | 23 | " 10 lb Fish | | 6 | | 60 | |
| | | " 1 Sack flour | | | | 45 | |
| | | " 1 lb Coffee | | | | 20 | 1 15 |
| | | | | | | | 24 61 |
| | 26 | " 1 box Lye | | | | 08 | |
| | | " 1 Bal Awls | | | | 40 | |
| | | " 12 Herrings | | 2 | | 24 | |
| | | " 1 pr Calf Shoes | | | 1 | 60 | |
| | | " 1 Sack flour | | | | 45 | |
| | | " 1 Pck Smoking Tobacco | | | | 10 | 2 87 |
| June | 11 | " 57 Herrings | | 17 | | 53 | |
| | | " 9 lb Bacon | | 10 | | 90 | |
| | | " 5 pr Shoe Strings | | 2 | | 10 | |
| | | " ½ " Lead Pencil | | 10 | | 10 | 1 73 |
| | 18 | " 10 lb Meal | | 10 | 1 | 00 | |
| | | " 1 lb Tobacco | | | | 30 | 1 30 |
| July | 1 | " 6 lb Meal | | 94 | | 64 | |
| | 2 | " 10 lb Flour | | 4 | | 40 | |
| | | " 8 yds Calico | | 8 | | 64 | |
| | | " 4 pr Shoes | | | 1 | 86 | 2 90 |
| | 4 | " 4 box snuff | | | | 08 | |
| | | " 3 Plugs Tobacco | | 10 | | 30 | 38 |
| | 16 | " 1 Sack Flour | | | | 45 | |
| | | " 1 lb Coffee | | | | 20 | |
| | | " 12 lb Meal | | 10 | 1 | 20 | 1 85 |
| | | | | | | | 35 57 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 16 | To amt forward, | | | | 35 | 67 |
| | 23 | " 9½ lbs Meat | 10 | | 95 | | |
| | 28 | " 11 lbs Meat | 10 | 1 | 10 | | |
| | 30 | " ½ Plug Tobacco | | | 05 | | |
| Aug | 2 | " 13½ lbs Meat | 10 | 1 | 35 | | |
| | 6 | " 1 Plug Tobacco | | | 10 | | |
| | 10 | " 1 lb Knitting cotton | | | 25 | 3 | 80 |
| | 13 | " 1 Gal K. oil | 20 | | 20 | | |
| | | " 2 Pckgs Pumpkin seed | | | 80 | | 60 |
| | 15 | " 3 yds Plaid goods | 30 | | 90 | | |
| | | " 2 boxes Gun Caps | 5 | | 10 | | |
| | 1 | " 13 lbs Meat | 10 | 1 | 30 | 2 | 30 |
| | 17 | " 1 pr Wos Shoes | | 1 | 25 | | |
| " | 20 | " 10 lbs Meat | 10 | 1 | 00 | | |
| | | " 6 Bag Flour | | | 45 | 2 | 70 |
| | 22 | " 1 box Snuff | | | 05 | | |
| | 26 | " 11 lbs Meat | 10 | 1 | 10 | | |
| | 31 | " 6½ lbs Meat | 10 | | 65 | 1 | 80 |
| Sept | 3 | " ½ lb Tobacco | | | 08 | | |
| | | " 1 lb Butter | | | 30 | | |
| | 5 | " 2 lbs Meat | 10 | | 20 | | |
| | 10 | " ½ Plug Tobacco | | | 10 | | |
| | | " 1 pr Shoes | | 1 | 60 | | |
| | | " 10 lbs Meat | 11 | 1 | 10 | 3 | 28 |
| | 14 | " 1 Chisel | | | 40 | | |
| | | " 1 lb Tobacco | | | 25 | | 65 |
| | 15 | " 10½ lbs Meat | 11 | 1 | 05 | | |
| | | " ½ Plug Tobacco | | | 05 | | |
| | 21 | " 10 lbs Meat | 10 | 1 | 00 | | |
| | 28 | " 8½ lbs Do | 10 | | 85 | | |
| | | " ½ lb Chew | 15 | | 08 | 3 | 03 |
| Oct | 1 | " 12½ lbs Meat | 10 | 1 | 25 | | |
| | | " Candy | | | 05 | 1 | 30 |
| Nov | 7 | " Corn for Cob Barn | | 7 | 50 | | |
| | | " 5 Bgs Guano | $3 | 16 | 00 | 22 | 50 |
| | | | | | | 77 | 43 |

1892

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Nov | 7 | To Amt. forward | | | | 77 | 43 |
| 1891 | | | | | | | |
| Nov | 28 | By Cash | | 4 | 90 | | |
| 1892 | | | | | | | |
| Nov | 7 | " 6½ mds stirrups & mill | | | | | |
| | | [illegible] | | 82 | 00 | | |
| | | By 48 Meal Rations [illegible] | | | | | |
| | | July 24 to Oct | | 3 | 84 | 60 | 74 |
| | | To Balance | | | | 16 | 69 |
| Nov | 22 | To 10 P/mule Bgs | 9 | | 90 | | |
| 1893 | | " 1 Plug Tobacco | | | 10 | 1 | 00 |
| June | 3 | " 4 pr Shoes | | 1 | 25 | | |
| | 29 | " 4 " Do | 2 | 1 | 50 | | |
| | | " 3 yds Plaid goods | 1/6 | | 75 | 2 | |
| | | " 5½ Plug Tobacco | | | 85 | 3 | 85 |
| July | 1 | " 1 Plug Tobacco | | | 10 | | |
| | 6 | " 4 yds Domestic | 8 | | 32 | | |
| | | " 2 Sugar | 6½ | | 13 | | |
| | | " 1 Coffee | | | 25 | | |
| | | " Cash | | | 06 | | 85 |
| Nov | 11 | " 1 Plug Tobacco | | | 10 | | |
| | 13 | " Meal | | 2 | 22 | 2 | 82 |
| 1892 | | | | | | 24 | 41 |
| Nov | 22 | By 6 Bgs C/n 5-5-2 | 2¾ | 15 | 18 | | |
| | 23 | " " 129 " " | 2¾ | 3 | 67 | | |
| June | 29 | " 3 days Work self | 3/- | 1 | 50 | | |
| | | " 3 " " Son | 30 | | 90 | | |
| | | " 1½ " " Horse | 75 | 1 | 12 | | |
| | 13 | " 24½ " " self | | | 75 | | |
| | | " 20 " " Son | | | 80 | | |
| | | " 1½ " " Horse | 75 | 1 | 12 | | |
| | | | | 24 | 41 | 24 | 41 |

# J. D. Vieux

1890

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apl | 23 | 20 | Balance | | | 12 | 45 |
| May | 7 | " | 1 " Tobacco | | 45 | | |
| | | " | 1 Box Snuff | | 15 | | |
| | | " | 2 " Matches | | 02 | | |
| | | " | 1 Gal Molasses | | 40 | 1 | 02 |
| | 10 | . 10 | Bus Cotton Seed | 15 | | 1 | 50 |
| | 12 | " | 1 Bot Worm Killer | | | | 25 |
| | 14 | " | 7 yds Dark Goods | 25 | 1 75 | | |
| | | " | 3 " Cambric | 8 | 24 | | |
| | | " | 1 Spool cotton | | 05 | | |
| | | " | 1 Pr Ladies Shoes | | 1 20 | 3 | 24 |
| | 23 | " | 10 " Fish | 5 | [illegible] | | |
| | | " | 1 Sack Flour | | 45 | | |
| | | " | " Coffee | | 20 | 1 | 15 |
| | 26 | " | 1 Box Lye | | | | 08 |
| | 28 | " | 1 Gal Molasses | | 40 | | |
| | " | " | 12 Strings | 2 | 24 | | |
| | | " | 1 Pr Ladies Shoes | | 1 60 | | |
| | | " | 1 Sack Flour | | 45 | | |
| | | " | 1 Pkg Smo Tobacco | | 10 | 2 | 79 |
| June | 11 | " | 50 Strings | 1¼ | 63 | | |
| | | " | 9 " Bacon | 10 | 90 | | |
| | | " | 50 Pin Shaft Strings | 2 | 10 | | |
| | | " | 1 " Ladies Hose | | 10 | 1 | 75 |
| | 17 | " | 10 " Meat | 10 | 1 00 | | |
| | | " | 1 " Tobacco | | 30 | 1 | 30 |
| July | 1 | " | 6 " Meat | | | | 54 |
| | 2 | " | 10 " Flour | 4 | 40 | | |
| | | " | " 8 yds Calico | 8 | 64 | | |
| | | " | 1 Pr Shoes | | 1 35 | 2 | 39 |
| | 4 | " | 1 Box Snuff | | 05 | | |
| | | " | " 3 Plugs Tobacco | 10 | 30 | | 35 |
| | | | | | | 28 | 82 |

| | | | | | | |
|---|---|---|---|---|---|---|
| July | 4 | To Balance brot Forward | | | 28 | 82 |
| | 16 | " 1 Sack Slum | | 45 | | |
| | | " 1 " Coffee | | 20 | | |
| | | " 12" Meat 10 | | 120 | 1 | 80 |
| | 23 | " 9½" Meat 10 | | | | 95 |
| | 28 | " 11" Meat 10 | | | 1 | 10 |
| | 30 | " ½ Plug Tobacco 10 | | | | 05 |
| Aug | 2 | " 13½" Meat 10 | | | 1 | 35 |
| | 6 | " 1 Plug Tobacco | | | | 10 |
| | 10 | " 1" Knitting Cotton | | | | 25 |
| | 13 | " 1 Gal & Oil | | 20 | | |
| | | " 2 Papers Turnip Seed 15 | | 30 | | 50 |
| | 15 | " 2 yds Red Goods 20 | | 90 | | |
| | | " 2 Boxes Gun Caps 05 | | 10 | | |
| | | " 13" Meat 10 | | 130 | 2 | 30 |
| | 17 | " 1 Pr Wax Shoes | | | 1 | 25 |
| | 20 | " 10" Meat 10 | | 100 | | |
| | | " 1 Bag Slum | | 45 | 1 | 45 |
| | 22 | " 1 Box Snuff | | | | 05 |
| | 26 | " 11" Meat 10 | | | 1 | 10 |
| | 31 | " 6½" " 10 | | | | 65 |
| Sept | 3 | " 1 Oz Tobacco | | 03 | | |
| | | " 1" Butter | | 30 | | |
| | | " 1 Pr Tobacco | | 05 | | 38 |
| | 5 | " 2" Meat 10 | | | | 20 |
| | 10 | " 1 Plug Tobacco | | 10 | | |
| | | " 1 Pr Shoes | | 150 | | |
| | | " 10" Meat 11 | | 110 | 2 | 70 |
| | 14 | " 1 Chisel | | 40 | | |
| | | " 1" Tobacco | | 25 | | 65 |
| | 15 | " 10½" Meat 10 | | 105 | | |
| | | " ½ Plug Tobacco 10 | | 05 | 1 | 10 |
| | | | | | 46 | 80 |

"A"

J B Veile

Aut 1892

Bal Nov 7 1669

1665
15-18
1,5-1

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Sept | 15 | 20 | Allowed Reward | | | | 46 | 80 |
| | 21 | " | 10° Meat | 10 | | | 1 | 00 |
| | 28 | " | 8½° " | 10 | | 85 | | |
| | | " | ½° Cheese | 15 | | 08 | | 93 |
| Oct | 1 | " | 12½° Meat | 10 | 1 | 25 | | |
| | | " | Candy | | | 05 | 1 | 30 |
| Nov | 7 | " | Cons pr. Cl Gang | | 7 | 50 | | |
| | | " | 5 Bags Prophet Sunny | 3 | 15 | 00 | 22 | 50 |
| | | | | | | | ℔ 72 | 53 |
| Nov | 7 | By 48° Meat - Balance on Rations @ 8 | | | 3 | 84 | | |
| | | " 6½ [illegible] Swiss as Rations @ 8c | | | 52 | 00 | | |
| | | " By Balance | | | 16 | 69 | | |
| | | | | | ℔ 72 | 53 | ℔ 72 | 53 |
| Nov | 7 | To Balance | | | | | ℔ 16 | 69 |

Rec'd Payment for the above acct

Nov 23 " 1892 W. A. Mylne

W.

1893 J. B. Vick
To W. A. Myrick Dr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 28 | To 1 Plug Tobacco | | | 10 | | |
| Oct | 4 | " 1# Tobacco | | | 25- | | |
| | | " 1/2# Do | | | 25- | | 60 |
| | 13 | " 1 Bot Ammia | | | 20 | | |
| | 23 | " 19# Meat | | 14 | 2 66 | 2 86 | |
| Nov | 9 | " 4 1/2# Meat | | 12 | 63- | | |
| | | " P/nut Bgs | | | 45- | | |
| | | " 1 Corn | | | 1 00 | | |
| Dec | 2 | " 3 yds Plaid goods | | 3/- | 1 50 | | |
| | | " 3 " Jeans | | 8 | 24 | | |
| | | " 16 " Domestic | | 8 | 1 28 | | |
| | | " 10 " Bro Cot | | 8 | 80 | | |
| | | " 10 " Worsted | | 18 | 1 80 | | |
| | | " 2 " Plaid goods | | 35- | 70 | | |
| | | " 10 " Worsted | | 10 | 1 00 | | |
| | | " 2 pr Childs Shoes | | 3/- | 1 00 | | |
| | | " 4 1/2# Meat | 12 | | 54 | | |
| | | " 9# Beef | | | 36 | | |
| | | " Coffee | | | 07 | | |
| | | " Tobacco | | | 15- | | |
| | | " 1 Spool Cot | | | 05- | 22 51 | |
| 1893 | | | | | | 25.97 | |
| Nov | 9 | By 6-20# P/nuts @ 2 1/2 | | | 13 00 | | |
| Dec | 2 | " 6-19# " " 2 1/2 | | | 12 97 | | |
| | | | | | 25-97 | 25-97 | |

1

1894 J. B. Vail
In Account with Waumpiki Dr

| | | | | | |
|---|---|---|---|---|---|
| Jany | 31 | To 1 yd Print cloth | | 07 | |
| April | 16 | " Spool cot | | 05 | |
| | 21 | " 1 pr shoes | 1 | 40 | |
| | 23 | " 14 Jobacco | | 85 | 2 80 |
| April | 6 | By cash | | | 76 |
| | | | | | 2.05 |

Also find on Day books
on Nov 23/92 Page 47 that
I pd J. B. Vail for
420 ℔/n @ 2½ 1 05 Cash
379 " @ 3¾ 10 42 notes

The depositions of W.A. Myrick and others
taken before me J.B. Prince Jr a Comr. in Chancery
for the Circuit Court of Southampton Co., at the
in Courtland on the 20 day of Sept. 1899
office of J.B. Prince Jr. pursuant to notice as appears
from notice here to affixed - to be read in evidence
in a certain suit in equity depending in the
Circuit Court of Southampton Co., of Va.
Wm. A. Myrick
Witness W. A. Myrick being duly sworn
deposes as follows:

Q- State how the bond of $268.13 which was
given you by J. Baker Vick ~~on Sold~~ Nov. 1st 1888
and secured by Deed of Trust made on
the 20th Nov. 1888 was made up -

Ans Shown by statement marked "A" and filed
here with -

Q- What credits is this bond of $268.13 entitled
to -

Ans- Abrigo $4.30
Nov. 26, 91 $ 50.80

Q- The statement that you filed marked "A"
~~contains~~ includes a judgment against
J. Baker Vick against Allyn Warren
which on Nov. 18th 88 amounts to ct $45.05
is not that a proper credit on the bond

Ans- Yes - I don't think that ought to be credited
Because I have paid a judgment against
him for about $35 - I paid it in 1899
A judgment in favor of Allyn Warren -
This is the same judgment that was included
in making up the bond -

Q- How do you think it ought to appear
as a credit on that bond -

Cust— Well, I dont really think that Mr Vick is entitled to any credit at all whatever — inasmuch as I assumed the judgment when I took this bond.

Q— Mr Vick alleges in his bill that this bond showed be entitled to other credits as shown by a statement filed here with and marked "B" — take that statement and state which of said credits have been allowed and state whether any others should be allowed —

Ans— The Jack Pope amount of $50 has a credit on the bond —
The amount of $4.25 for Wood is credited on the bond for $4.30
Nothing else showed be on the bond.

Q— What have you to say about the correctness of the other items on that statement — Statement "B"

Ans— They are all incorrect — except the statements above referred to —

Q— Did you have any mercantile transactions after the bond was given with Mr Vick, in your store — and did you keep a regular set of books in your store — and have you those books with you here to day —

Ans— Yes —

Q— Have you examined those books carefully and made out an account of all the transactions between you and Mr Vick since Jan 1st 1891 —

Ans— Yes — so far as the account goes but there are other transactions that perhaps did not go on his account or were not carried on his account.

2- Will you please file the same with the Commissioner

The same is filed -

And its introduction as evidence is objected to by counsel for J.B. Nick on the ground that they simply purport to be a copy of the entries as made from the book and as such is not admissible as evidence -

2- Will you please file the original books with the Comm.

Yes - Ans -

Cross examination -

2- In your examination in Chief you have stated that the land in controversy was credited with the following credits Apr 1st 1890 $4.30 and Nov. 28, 91 $50.80 how do you know that the land has those credits on it -

Ans- ~~I put~~ Were I remember putting them on there - That is the only way I know it

2- Can you remember independent of any paper which has been shown you the exact date and amount of these credits -

Ans- I can remember the amounts but as to date I don't know that I can remember - The amounts I remember distinctly -

2- Do you mean to say that you could have remembered the amounts distinctly without referring to any paper which has been shown you to day -

Ans- Yeee, yes, I think I could without seeing any paper

Q- In stating the amounts which were credits on the bond in your answer notice in chief did you not refer to a piece of paper not written by yourself -

Ans- Of course, I saw a piece of paper not written by myself - I referred to it as to dates -

Q- Then you did not refer it as to amounts

Ans- I remembered about the amounts - I don't know as I remembered to a cent - but about the amount -

Q- In whose handwriting was the paper to which you referred -

Ans- I think it was Mr H. A. Moore's writing -

Q- You did not pay any thing on the Allyn Warren Judgment till after this suit was brought - Did you -

Ans- Yes - I did not -

Q- Did you make any promise either verbally or in writing to Allyn Warren or his Pro. Representatives to pay the same or any part of it - Prior to this suit -

Ans- No, I did not -

Q- How much did you pay him, or his per. representation on the Judgment -

Ans- I paid him $25.00

Q- Did you not state this morning in the office of J.B. Price in the presence of Judge W.B. Price & others that you did not remember how much you paid on the

judgment -

Ans- At that time I did not remember, but I remember now -

Q- What information have you received since then to refresh your memory -

Ans- No- information, except I have thought about it more - I have refreshed my mind with it & know better -

Q- Did you not within 15 minutes after saying that you did not remember say that you paid $35.00

Ans- I said that it cost $35.00 or about $35 -

Q- Who holds the bond against Mr Tick now -

Ans- Mr H.H. Moore -

Q- Did you assign it to him for value & if so how much -

Objection Question objected to on the ground that the enquiry is out side of the enquiry directed by the decree - and beyond any relief asked for in the bill or any allegation contained in the Bill -

Ans- Well I assigned it for what he might obtain out of it -

Q- Was there any other consideration -

Objection Same objection as before -

Ans- Nothing at all -

Q- Has he any interest in the bond except to collect it for you

Objection Same objection as to 2 preceding

Ans- No.

Q- In Statement "B" filed with your deposition there is an item of ploughing crop at Mill for Worden, the miller - for $10.50 did not Mr Vick do this work for you -

Ans- He did it for Mr Worden - I had nothing to do with it -

Q- He charges you in an other item for labor rendered by himself and boy $6.00 Did he & his boy perform this labor

Ans- he farther than he has credit on his account -

Q- He charges you for 17 Cords of Wood for an Ensilage Engine of $4.25 did he furnish that wood -

Ans- He has credit for same on his note, I think -

Q- Then do I understand you to say that he did furnish this wood.

Ans. He furnished me some wood and he has credit for the wood - I can't say that I used it for The Ensilage or what I did with it -

Q - Cannot you say how much wood he furnished you -

Ans - 17 1/4 Cords -

Q - Before you gave this answer did you not pull an envelope out of your pocket and make a calculation to see how many cords at 25¢ a cord it would take to make $4.25 -

Ans - Yes - I did -

Objection } Objected to as irrelevant and immaterial
Q- And did you not do that in order that the number of cords at 2½ cts per cord would correspond in value to credit of $4.30 on the note —

Objection } Same objection as to former question
Ans- Yes, I calculated to see what it would come to -

Q- Did another item he charges you with wood and straw for 3 yrs. did he furnish you this wood and straw

Ans- Don't think he furnished me any wood and straw except what I paid him for -

Q- Is it not a fact that he did furnish you wood and straw

Ans He furnished me some wood & some straw -

Q- How did you pay him for it

Ans- Various different ways - Sometimes I suppose I paid Mdse - Cash - and sometimes on one account - twice, I think I credited him on his note

Q- Is it probable that you paid him cash for straw when he was owing you.

Ans- Nothing improbable about it all - have paid cash for peanuts when he owed me

Q- When did you purchase your Russ Sage Engine

Objection } Objected to as immaterial -

Ans- I don't remember -

And further this deponent saith not

Wm A. Mynatt

witness J.B. Nick being duly sworn deposes as follows

Q- In a statement marked "B" filed with the deposition of Mr W.A. Myrick you have charged Mr Myrick with wood & straw for 3 yrs amounting to $36. Will you please state whether or not you furnished him such wood and straw and whether any part of the amount has been paid you —

Ans Yes, I furnished it to him. No part of it has been paid -

Q- Have also charge him $10.00 for ploughing crop at Mill for Dorden the Miller- please state whether or not Mr. Myrick requested you to do this work or promised to pay you.

Ans- Yes Sir. He didn't request me to do it but I done it for his miller, then Mr Myrick told me to go ahead, and the crop- plough the peas up and he wanted see me paid— We met there one day to make arrangements for him to pay me and he told me to come up to his store and he wanted see me paid. And when I got there he said Dorden owed him more than his crop would come to—

Q- You have him charged with labor done by yourself & boy - for $6.00 State whether or not you and your boy did this work for Mr Myrick and whether or not he still owes

Ans- He didn't pay me any thing for it yes, I done the work.

Q— You have been charged with 17 Cords of wood - please state whether or not he has ever pd. you for this —

Ans- No Sir - he has not.

Q- You have him charged with 3790 lbs. of peanuts - please state what price he was to pay you for them and whether or not he has paid you for same.

Ans- 3cts per lb. Never haint paid me a cent for it.

Q- Will you please state, Mr Vick, whether or not these several amounts in statement "B" are just, and whether or not you have ever rec'd. pay or credit for them except for Jack Pipes peanuts -

Ans- Yes, Sir they are correct - if they were the last words I ever said on my death bed -

No Sir I have not

Cross Examination:

Q. Who made out Statement "B" for you, Mr Vick,

Ans- Joe L. Barham -

Q- When did he make it out -

Ans- Twas about the first of this year 1899.

Q- What did he make it out from.

Ans. From what I told him -

Q- From what data did you tell him

Ans- I just merely told him what I had against Mr Myrick and what I had tried to get him with-

Q- Did you set down any of these items against Mr Myrick at any time

Ans- No - Sir - I did not

Q - Did any body set them down for you -

Ans No - Sir -

Q - Then it was from memory alone that you made out this account

Ans - Yes, Sir -

Q - What year was the Jack Pope item made in —

Ans - I think '91 or '92 - I dont recollect -

Q - Why dont you recollect -

Ans - Well I dont know about that - I cant be positive about it -

Q - Then how are you positive it is not paid -

Ans - I cant tell you sir - He's read the board to me and told me 'twas paid - whether he told the truth or not I cant say - I cant read -

Q - Then you dont know whether it is pd. or not -

Ans - I think I know - I rented a dorber saw board for $10.00 and I told the dorber to return the rent over to Mr Myrick and I was there the day that he carried the rents to pay him -

Q - Did he pay him -

Ans - I think he did - he delivered the pea

Q. When was that -
Ans- I don't recollect to tell the truth about it to save my life -
Q- Is that payment charged on this statement "B"
Ans Yes Sir -
Q- Is that the fee ~~charged~~ paid by Jack Pope -
Ans- Yes, Sir $50 on the head:
Q- If it is on the head why do you charge it on the statement:
Ans- Well, I don't know about that but I reckon there is something wrong about that:
Q- About ploughing the crop at the mill for Borden in your re direct ~~notice~~ in chief you stated that Mr Myrick did not request you to do the work for the miller - who did request you:
Ans Mr Borden:
Q- Then why do you charge Mr Myrick:
Ans- Mr Borden was working for Mr Myrick
Q- And he gave me an order on Mr Myrick to pay the money: And then I carried the order to Mr Myrick an he said Borden owed him more than he owed over for him
Q- When was that:
Ans- Sure I couldn't tell you when twas
Q- How could you tell Mr Barham
Ans I was 6 or 7 years ago - I couldn't tell you positive what year:

Q- How do you know 'twas 6 or 7 years ago

Ans- Well 'twas just about that time: I remember came to the day or you but 'twas something like that time -

Q- Do you remember when a single item on Statement "B" was done

Ans- I don't know as I do-

Q- How can you remember that you delivered 2990 lbs. of peanuts at 3 cts per pound and yet don't remember when you delivered them -

Ans- I know just about that time because I was hauling the peas - twas in the days when I was hauling peas and Mr Myrick told me if I'd bring him that many peas he would allow me 3 cts per pound for them -

Q- Well how do you remember the exact number of pounds

Ans. Well I think I do because I hauled em and I aught to recollect it - I was trying to do what was right

Q- Don't you got a receipt for every pound, appears you have delivered to Mr Myrick

Ans ~~to him~~ No - Sir - I have not

Q- How you got receipt for any:

Ans Yes: Sir: I have got a receipt for same I delivered him for a cow that I bought of him: that is all I have got: or ever had in my hands:

Q- Re examination

(over

Q- Have you that receipted account:
Ans. No. Sir —
Q Witness is here shown an account of W.A. Myrick against J.B. Vick receipted Nov. 23-1892 and filed with deposition as exhibit "D" and is asked if this an account which he has pd W.A. Myrick
Ans. Yes - I have pd. that —
Q State whether or not you saw that a receipt
Ans- I dont know it is a store account that he gave me —
Q- In your cross examination you stated that Dorden, the miller, gave you an order on Mr Myrick and that you carried it to him and he said he didnt owe Dorden any thing: State whether or not Mr Myrick had ever told you before you carried it to him that he would pay you for helping Dorden in his crop:

Objection

Objected to because it is supplying on examination what was not stated on the in the same question in direct examination and which makes an entirely different case from that stated in the direct examination

Ans. He did he told me that he would pay it -

And further this deponent saith not —

J. B. Vick his X mark

Witness Jno. Cockfield Jr.

THE COMMONWEALTH OF VIRGINIA,

**To the Sheriff of Southampton County--Greeting:**

WE COMMAND YOU THAT YOU SUMMON William A. Myrick, H. A. Moore and A. R. Myrick, Trustees

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 1st Monday in March 1899 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by J. Baker Vick and Dorthulia Vick

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

WITNESS, L. A GAY, Clerk of our said Court, at the Courthouse, this 28th day of February, 1899, in the 123rd year of the Commonwealth.

Teste: L. A. Gay C. C.

Virginia.

In the Circuit Court of Southampton County, in Vacation, on the 28th. day of Feby. 1899.

J. Baker Vick & Barthelia Vick

vs.

Wm. A. Myrick, N. A. Moore & A. R. Myrick, Trustee.

On motion of Complainants an injunction is awarded restraining and enjoining the defendants, Wm. A. Myrick, N. A. Moore and A. R. Myrick, Trustee, their agents, Attorneys, and all others from selling, or attempting to sell that certain tract or parcel of land, lying in the County of Southampton in the State of Virginia, near the Village of Newsoms, containing, by estimation, 162 acres, more or less, and adjoining the lands of Billie A. Pope, J. L. Bunn and D. J. Darden, until the further order of this Court.

But before the plaintiffs shall have the benefit of this order, they, or some one one for them, shall enter into an injunction bond before the Clerk of this Court, with security to be approved by said Clerk, in the penalty of $100.00, and conditioned for the payment of all Costs and damages which shall be awarded, in case this injunction shall be dissolved.

To the Clerk of the Circuit Court of Southampton County.

Robt. R. Travis

Teste: L. A. Gay C.C.

Bond, as required in the foregoing order has been executed with security approved by me.

Given under my hand this 28th. day of Feby. 1899

Teste: L. A. Gay C.C.

Nicholas.

Def. 3 Statement

Myrick et al.

Vick et als.
v. & Statement of Counsel
Myrick et als.

We, Counsel for plaintiffs and defendants, in the chancery cause of Vick et als v. Myrick et als. pending in the Circuit Court of Southampton County, Va. do certify that the matters involved in the said cause have been settled by way of compromise.

J. Wood Gilliam Jr.
Counsel for plaintiffs.

R. R. Pruden atty
for defts.

Pick et al.

v. 3 Deeds

Myrick et al.

Entered this Apr. 4

1905.

Robert D. Davis

Entered 306

Vick et al
v. 3 Decree.
Myrick et al

This day this cause came on to be further heard on the papers formerly read and on the statement of J.B. Prince and Jno. F. Shuler Jr. counsel respectively for defendants and plaintiff, showing settlement of matters involved in this suit by way of compromise, and was argued by counsel.

On consideration whereof it appearing that nothing further remains to be done in this suit it is ordered that the same be removed from the docket

Notice

By virtue of a certain Deed of
Trust to me as Trustee Made G. F. Baber
Nich and Dorcheles Nich to secure the
payment of a certain note now due &
& Morton, fully set out and described
in said Deed of Trust which said
Deed is dated the 1st of Nov 1858 and
is duly recorded in Clerks Office of Southampton
Co State of Virginia in Book No 1 Page
533 and at the request of the Holder of
said Note said note now due and unpaid
I shall sell at 12 o'clock noon on the
4th day of March 1869 at Newsoms Depot
at Public Auction for Cash to the highest
bidder the following property to Wit: all that
Certain Tract of Land lying in the Co
of Southampton Known Known & Known
as the Cowell Woods Tract Containing
162 acres More or less and adjoining the
Land of Bell & Dr. J. C. Baber & J. J.
Darden & others on the Tract of Land
on which the said G. Baber Nich &
Dorcheles Nich live now reside

A. B. Wyatt
Trustee

(a Copy.)

Agali N.C.
Jany 26th 1899

Mr. J. Baker & Mrs Daithilia Vick
Newsoms Va

Dear Sir and Mddam-

Your bond due
Wm A Myrick and dated the
1st day of November 1888 has
been paid over to me
and I now hold same against
you and as I have a lot
of money to raise very soon
find it necessary to take out
you for the amount of
this bond with interest
Please dont fail to give this
matter your immediate at-
tention as I shall have to
advertise your farm if this

is not settled by Feby. 1st
I hope you will raise the
money and pay me for
I dont want to sell your land
if I can avoid it but I
am bound to get my money
out of it very soon.
Please dont fail to let
me hear from you by Feby
1st.

Yours Truly
J. A. Moore

Exhibit B.

THE COMMONWEALTH OF VIRGINIA,

**To the Sheriff of Southampton County--Greeting:**

WE COMMAND YOU THAT YOU SUMMON A. R. Myrick, Trustee

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 1st Monday in March 1899 ~~next~~, to answer a Bill in Chancery exhibited against him et als in our said Court by J. Baker Vick and Dorthulia Vick

And this 1st shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, L. A GAY, Clerk of our said Court, at the Courthouse, this 28th day of February, 1899, in the 123 year of the Commonwealth.

Teste: L. A. Gay C. C.

Virginia-

In the Circuit Court of Southampton County, in Vacation, on the 28th. day of Feby, 1899.

I. Baker Vick and Dorthulia Vick

vs.

Wm. A. Myrick, H. A. Moore & A. R. Myrick, Trustee,

On motion of Complainants an injunction is awarded restraining and enjoining the defendants, Wm. A. Myrick, H. A. Moore, and A. R. Myrick, Trustee their agents, Attorneys, and all others from selling, or attempting to sell, that certain tract or parcel of land, lying in the County of Southampton, in the State of Virginia, near the Village of Newsoms, containing, by estimation, 162 acres, more or less, and adjoining the lands of Billie T. Pope, J. C. Bunn, and J. J. Darden, until the further order of this Court.

But before the plaintiffs shall have the benefit of this order, they, or some one for them, shall enter into an injunction bond before the Clerk of this Court, with security to be approved by said Clerk, in the penalty of $100.00 and conditioned for the payment of all costs and damages, which shall be awarded in case this injunction shall be dissolved.

Robert R. Prentis

To the Clerk of the Circuit Court of Southampton County.

A Copy. Teste: L. A. Gay C.C.

Teste: L. A. Gay C.C.

Bond, as required in the foregoing order has been executed with security approved by me.

Given under my hand this 28th. day of Feby, 1899.

Teste: L. A. Gay C.C.

A. R. Myrick, Trustee.

Vicic et als.

vs } Statement of Costs

Mayrudc et als

Vinic et als.

vs } Statement of Costs

1899 Myricks et als.

Feby. 28th Summ. with injunction order 50. 2 Copies 50. = 1.00

an other Summ. 50. 1 Copy 25. receipt for both 36= 1.11

atty. 10. Docket 18. Rules 1,00, Ex. retn 35= 1.50

Fil. bill 15. Do Ex. 15. Copy Ex. 45. injunction bond 30= 1.60

Entering injunction order 36, Docket Copy 72= 1.08

Tax Costs 1 Copy 40. Fil Comrs report 25= .65

Fil. away papers 25. Entering Costs 36= 61

11/16/99 Paid by H.R. Schmeltz Jr. L.A. Gay to Costs $7.58

" " " paid to L.A. Gay H. Williams Sheff. .50

Supt. of Workers .50

Paid Jno. T. Schmeltz-Jy. ½ pd to J.B.P. 16.50

$25.08

Fee of Comr. J.B. Prince Jr. pd. J.B.P. Jr— 15.00

$40.08

Teste: L. A. Gay D.Cy.

Oct. 4th. 1899

15
3.50
225
2004
2,46

Vick et als.

vs. } Statement of Rules

Myrick et als.

E. Baker Vick and Dorthulia Vick Plaintiffs

vs.

William A. Myrick, H. A. Moore and A. R. Myrick Trustee } Defendants

1899. 25th. February. Injunction awarded.

" 28th " Bill lodged in office and process issued to 1st. Mch. Rules

1899. 1st. Mch. Rules. Process returned executed except as to A. R. Myrick Trustee. Bill and exhibits filed. Decree Nisi vs Defendants upon whom process served.

1899. 2nd Mch. Rules. Bill taken for confessed as to all defendants upon whom process served and cause set for hearing as to them.