seeks to have the deed of trust to Angle Whitehead declared void and fraudulant, that the property be sold and proceeds applied to debt.

Whitehead, Vicey
" , J. Argle (Trustee)

To the Hon C.C. Hicks Judge of the Circuit Court of Southampton County. In Chancery.
Complaining your Complainant W.A. Mynick sheweth unto your Honor as follows:
That Jno. H. Whitehead is justly indebted to him as follows: One bond for $231.56 with interest thereon from Jany 1. 1886, and one other bond for $117.09 with interest thereon from Jany 1. 1888, subject to two credits, as follows: 1890 Jany 4. for $38.41 and 1891 July 28. for $18.07, both of said bonds containing a waiver of the homestead & exemption, and both of them are filed herewith, as Exhibit 1. & 2 as parts of this bill.
That being so indebted the said Jno. H. Whitehead on the day of Jany 1892 executed and delivered a deed of trust conveying all his personal property which has been duly admitted to record in the Clerks Office of Southampton County Court.
This deed of trust is made to one Asa Whitehead as trustee to secure to one Lucy Whitehead, the wife of the said Jno. H. Whitehead an alleged indebtedness of $700. principal to his said wife. a copy of which said trust deed marked Exhibit 3 is filed herewith and made a part of this bill. The said Jno. H. Whitehead owns

a small tract of land in this County, but it is fully remembered for the purchase price thereof.

Your Complainant avers that at the time the said deed of trust for the benefit of his wife Lizzy Whitehead was executed by the said Jos H. Whitehead was not indebted to her in the amounts named therein or in any other amount whatsoever.

That the said Conveyance to Ayle Whitehead was void upon consideration not deemed valuable in law, and is voluntary fraudulent and void. That the said Jos H. Whitehead 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 and that the said Conveyance was executed with intent to hinder delay and defraud Complainant of and from what he is lawfully entitled to, of which the said Lizzy Whitehead had notice and that the same is fraudulent null and void as to him.

Inasmuch therefore as Complainant is without remedy save in a Court of Equity where such matters are

property Conveyable, to the end therefore that Justice may be done, he prays that Joseph H Whitehead, Argle Whitehead Hunter and Vicy Whitehead may be made parties defendant to this bill & Compelled to answer its allegations, but answers under oath are hereby waived.; that the said cause of hunt to Argle Whitehead Hunter to secure an alleged indebtedness to Vicy Whitehead may be pronounced voluntary, fraudulent and void, that the property thereby conveyed may be sold and subjected to the payment of Complainants debt.; that a decree may be pronounced against Jos H Whitehead to have the force of a judgment for any balance which may remain unpaid of the debts due to the Complainant. That an attachment in Equity may issue and be levied on the specific property conveyed to Argle Whitehead Hunter, that this property may be subjected to the payment of complainants debts, that all proper accounts may be taken. and for all such other, further, general & special relief as the nature of this Case may require & to Equity may seem meet. And as in duty bound &c. &c. may it please the Court &c.

J B Lewis p.q. W A Wyrick

Maybrick &
Memo:
Whitehead & als:

To the Clerk of the Circuit Court of Southampton Co.

W. A. Myrick vs Joseph H. Whitehead, J. Ayle Whitehead, Trustee, and Wm Whitehead

Summons in Chancery to 1st Feby Rules Circuit Court 1892.

Attachment in Equity.

Endorse on the Chancery summons-

"To the Sheriff of Southampton County.

You are hereby ordered to attach the following personal property owned by the defendant Joseph H. Whitehead viz: about 25 barrels corn 3000 pounds fodder, 30 hogs more or less of brood sows. 1 buggy and harness, 2 bedsteads with necessary covering for the same, 1 clock, 1 rifle barrel gun, and 7000 pounds peanuts part picked off and part not picked off for the satisfaction of the claim of W. A. Myrick against the said Joseph H. Whitehead, one for $231.56 with interest thereon from ~~December 30. 1885~~ Jany 1. 1886 and one for $117.09 with interest thereon from Jany 1. 1888 until paid, and so to provide that the said Estate so attached may be forthcoming and liable to further proceedings thereon to be had before our Circuit Court of Southampton County on the first Day of May Term 1892

L. B. Parker p.q.

This Deed made this 26 th day of January in the year 1892, between Joseph H Whitehead of the County of Southampton party of the first part, and J. Argle Whitehead Trustee of the said County party of the second part. Witnesseth: That said party of the first part does grant unto the said party of the second part the following property, to wit: About 25 barrells Corn, 3000 lbs fodder, 30 hogs inclusive of brood sows. 1 buggy & harness 2 beds & steads, with necessary covering for the same. 1 clock 1 Single barrell gun & 7000 lbs peanuts part picked off and part not picked off.

In Trust, to secure to the holder of the hereinafter ~~two~~ described two bonds the payment of the sum of Seven Hundred Dollars, due by two bonds of even date with this deed made by the said Joseph H. Whitehead and payable on demand unto Vicy Whitehead, one of said bonds being for the principal sum of Four Hundred Dollars, and one being for the principal sum of Three Hundred Dollars.

In the event that default shall be made in the payment of the above mentioned bonds as they become due and payable, then the Trustee, or either of them on being required so to do by said Vicy Whitehead her executors, ad-

ministrators, or assigns, shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, place, and terms thereof for Twenty days and for cash.

Joseph H his x mark Whitehead

Southampton County: In the Clerk's Office Jany. 26" 1892

The foregoing Deed of Trust from Jos. H Whitehead to Vicy Whitehead's trustee, was this day received, acknowledged in this office by said Jos. H Whitehead and admitted to record.

Teste B.F. McLemore C.C.

A Copy.

Teste A. B. Urquhart Jr D.C.

Exhibit "3"

To Jos H. Whitehead, Wiley Whitehead, and Argyle Whitehead, Jun[r]

You are hereby notified, that on the 15th day of April, in the year 1892, at the office of B. F. McLEMORE, in the ~~village of Jerusalem~~ town of Courtland, Southampton county, Va., between the hours of 6 A. M. and 6 P. M. of that day, I shall proceed to take the depositions of Horace Moore and others, to be read as evidence in my behalf in a certain suit in Equity depending in the Circuit Court for Southampton county, wherein I am plaintiff and you are defendants; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be no concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

W. A. Myrick, by Counsel

Myrick

vs. } Notice.

Whitehead & others

1892. Apl 15

Mar Record

Executed April 12
1892 by delivering a
Copy of this Notice to
each of the within
named parties

D. H. Williams
Shff.

The deposition of Horace A. Moore and others. taken before B. F. McLemore, a Commissioner in Chancery of the Circuit Court of Southampton County. on the 15th day of April 1892. at the Office of J. B. Prince., to be read as evidence in a certain Chancery suit pending in the Circuit Court of said County. under style of Mysick & Whitehead & others.

Present: J. B. Prince, Atty for Plff.
" Shands & Saw. " " Defts.

The Witness H. A. Moore, being duly sworn, deposes as follows:

Q: What is your age, residence and occupation and do you know the parties to this suit?

A: My age is 25 years. reside at Newsoms, and a Merchant and know the parties to the suit and have no interest in the suit.

Q: By deed of Trust. dated the 26th day of January 1892 and of record in the Clerk's Office of Southampton Co., Jos. H. Whitehead conveyed to J. Argyle Whitehead, Trustee. certain personal property therein mentioned to secure two bonds due Vicey Whitehead, this wife, for $700.00, both of said bonds bearing even date with said trust deed: State whether you have has any conversation with said Jos. H. Whitehead in regard to said deed of Trust. and if so. State what it was?

A: I had a Conversation with Jos. H. Whitehead, at Newsoms. on the night of Jany 26. 1892. in which he admitted having made a deed. ~~and that.~~ He said that he had found out that he could not own any thing in his own right or name, if he did Miss Sarah Stephenson would collect rent from him. that it was his intention to pay Mrs W. A. Mycock all he owed him. That he owed him wife for accounts for 1883. 1884 & 1885. for services rendered him. that she never got any money by his wife. and that he made the deed to prevent Miss Sarah Stephenson from collecting rents from him.

Q: By Defendants Counsel.
You state distinctly and positively. that he, said he made the deed alluded to. to cut Miss Sarah Stephenson out of her rent?

A: I did.

Q: You state also. upon your Examination in Chief. that he said he was indebted to his wife for work and labor done in the years 1883. 1884 & 1885.

A: He did

Q: Do you know. of your own personal knowledge whether the two bonds, one for $300. and the other for $400. and dated the 26 day of Jany 1892 and executed by Jos H. Whitehead to Mrs Whitehead were for valuable Consideration or not?

A: I do not know.

Q: Do you or do you not know how much Jas H Whitehead owes his wife, when he married her?

A: I do not.

Q: Do you know, of your own personal knowledge whether he sold and delivered any property to his wife. and if so. for how much money?

A: I do not know

Q: All the information and knowledge which you have in regard to the making of the deed. by Jas H. Whitehead. to J. Argyle Whitehead Trustee - to secure Vicy Whitehead. and the Consideration thereof. is that which you obtained from Jas. Whitehead, in the Conversation above stated.

A: Yes.

Q: By Plaintiffs Atty:
The property conveyed in the above mentioned deed of Trust. is admitted to be personal property entirely. Do you know whether any of this property was taken charge of by the Trustee. or whether it was allowed to remain in the possession of the Grantor, and used by him, just as if it was his own?

A: I do not know that the Trustee took charge of any part of it. I do know, however, that he did not take charge of all of it. I found the Pea Nuts. Corn. Hogs and Buggy in Jas. H. Whitehead's possession.
It is admitted that Jas H. Whitehead and Vicey

Whitehead are man and wife - and that they were married in 1886.

And further this deponent sayeth not.

H. A. Moore.

The Witness. H. A. Myricks, being duly sworn, deposes as follows:

Q: What is your Age, residence and occupation and do you know the parties to the suit?

A: My age is 40 years - reside at Newsome - am a Merchant by occupation and know the parties to the suit? I am Plaintiff & interested in this suit

Q:

Q: It is stated in the examination of Wm Moore that Jos. Whitehead claimed that he owed his wife wages for 1883-1884 & 1885 - State what you think about $700.00 for services rendered by Vicey Whitehead for the years mentioned - What was the Condition of the parties at that time - and what was the nature of the labor performed?

A: She performed farm labor, if any - I never knew her to work except on the farm -, have known her for many years - I think the charges are unreasonable - about $4.00 per month is the average price for female farm hands in 1865-6 - and about the same now.

Q: State whether or not Jos. Whitehead dealt with you as a merchant - in 1883. 1884 & 1885.

and if so. to what amount. the nature of amount furnished him. whether in orders to his hands &c. and as near as you can remember. what laborers you paid for him. if any.

A: Jos. N. Whitehead was carrying on a one horse farm in 1883. 1884 & 1885. he dealt with me during those years., Giving orders on me for supplies to his hands. in 1883. his acct was about $35.00 in 1884. about the same and in 1885 $324.00. Many of the orders given on me were payable to Vicey Whitehead.

Q: Does Jos. Whitehead owe you now. and if so. in what amount?

A: He owes me the sum as found in the bill and proceedings in this cause. I do not remember the amount.

Q: Have you ever heard Jos Whitehead say why he made the deed of trust mentioned herein, and if so. state what he said?

A: He said he made the deed to prevent Miss Sarah Stephenson from collecting her rents.

Questioned by Defendants Counsel:

Q: Do you know how much money Jos Whitehead owed Vicy Whitehead for the year 1883.

A: I do not.

Q: Do you know how much money Jos Whitehead owed Vicey Whitehead for the year 1884?

A: I do not.

Q: Do you know how much money Jos. Whitehead owed Vicey Whitehead for the year 1885?

A: I do not.

Q: Does owe you any money on the accounts of 1883-1884 & 1885?

A: The account in 1883 was closed by bond of $38.90 Account of 1884 settled by Cash. and the account in 1885 settled by bond for $231.56 My impression is that the last named bond is one of the bonds filed in the papers of this suit.

Q: How much money did you pay Vicey Whitehead in 1883, on orders from Jos Whitehead?

A: I dont know exactly.

Q: How many orders did you pay Vicey Whitehead in 1884. and how much money?

A: I dont Exactly know.

Q: How many orders did you pay Vicey Whitehead for Jos. Whitehead in 1885. and for how much?

A: I dont exactly know.

And further this deponent says etc not.

Wm. A. Wynne

The Witness W. R. Blow being duly sworn deposes and says as follows:

Q: What is your age, residence and occupation. and do you know the parties to this suit?

A: My age is 33 years. reside near Newsoms. am a farmer and know the parties to the suit.

Q: Have you ever heard Jos Whitehead say why he made the deed of trust herein referred to. and if so. what did he say?

A: I heard Jos. Whitehead say he made the deed to prevent Miss Sarah Stephenson from collecting rent.

And further this deponent saith not.

W. R. Blow

The above depositions were taken, sworn to and subscribed before me, B. F. McLemore, a Commissioner in Chancery of the Circuit Court of Southampton, County. at the time and place and for the purposes stated in the caption hereof.

Given under my hand Apl 15. 1892.

B. F. McLemore

Comr in Chancery

Comr's fee $5.00 on Plaintiff.

To William A. Mynick Esq

You are hereby notified that I shall on Friday the 22nd day of April 1892 between the hours of Ten O'clock A. M. and sunset at the office of Wm B Shands in the Town of Courtland proceed to take the deposition of Vicy Whitehead and others to be read as evidence in my behalf in a certain suit in chancery now pending in the circuit court of Southampton wherein you are plaintiffs and I and others defendants

Vicy Whitehead

A Statement of acct
against Joseph. H. Whitehead
in favour of Mary Whitehead
from 1880 to 1890

1880	To 12 months worke @ 6½ for Jas Whitehead		78 00
1881	" " " " 6½ " "		78 00
			156 00
	Cr by cash	25 92	
			130.08
1882	To 12 months @ 7 ca for Argil Whitehead	84 00	
			214.08
	Cr by cash	13 24	
			200.84
1883	To 12 months worke @ 6½ for Jas. W		78 00
1884	" " " " 6½ " " "	78 00	
			356.84
	Cr by cash	17 22	
			339.62
1885	To cotton & Worke		118 60
1886	" Peanuts		30 48
1887	To cooking for Charlie Barnett & Family		25 00
1888	" " " " "		25 00
1888	To peanuts		22 86
1888	To one Watch		10 00
1889	To 1363 lbs peanuts @ 5-4		68 15
1890	To 482 lbs pork @ 7¢		33 74
	To chickens Eggs & Cash for five mary		25 00
			$ 698.45

The depositions of Vicy Whitehead and others Taken on the 22nd day of April 1892 at the Office of Messrs W. B Thomas & Son in the Town Courtland pursuant to notice duly given to read as evidence in a certain suit in chancery now pending in the circuit court of Southampton wherein Wm. A. Wyatt is plaintiff and Joseph Whitehead and his wife Vicy Whitehead are defendants

"

Vicy Whitehead the wife of Joseph Whitehead the grantor in the deed of trust having been introduced to testify in her own behalf her competency as a witness to testify was challenged on the ground that she was the wife of the grantor and her testimony whilst it may be in her own behalf has a tendency to show that the said deed of Trust was not a fraudulent conveyance The said Vicy Whitehead having been first duly sworn on the Holy Evangelists of Almighty God testifies and says as follows I am thirty one years of age I live in the county of Southampton am a party to this suit and am interested in its decision and am the lawful wife of Joseph Whitehead defendant I testify by plaintiff counsel

You state how much Joseph Whitehead owes you & at what times

or time has owns it and what for
(Does know The plaintiff by his counsel
excepts to the [illegible] any evidence for
the defendants while cause against has
been filed upon the ground that no
evidence should be introduced to prove
any part set up in the answer
This exception has been waived because the
exception was withdrawn
Answer Before I was married I made
money by working about I worked with
my father Carlton Whitehead three two
years for which he paid me six dollars
a month or $144 for the two years
then I worked with my cousin Argile
Whitehead one year for which he
paid me $6.50 cts or $78 a year, before
I married my husband Joseph Whitehead
I worked with him years at $6.50 cts a
month for the three years or $234 for
the three years, and then I married Joseph
Whitehead in 1885, then I went to
farming I tended a cotton patch and
pea patch while the year 1891 and
himself file and this deposition a bill of
particulars showing what sums of money
I made I made in the years 1887. 1888
1889 and 1890 this money was my own
I lent him the money I worked for

Upon I was marrid, my husband would take the crops of cotton and pea nuts I made and put with his and carried all to Parsons depot and sold to Mr Myrick and" never pais me I cannot read and write he gave the two bonds one for $300 and the other for $400 both due the 21st of Jany 1892 for what he owns me the bonds was written by Mr James McLemon at the clerks office and witnessed by James L Bishop at his house I have been working hard for the last eleven years and have got nothing and wants the law to give it to me everything that I and my husband have made from the last six years Mr Myrick has it

Question by plaintiffs counsel

Who made out this bill of particulars for you which you have files

Answer

Mr James L Bishop

Question by the same Where did he make out this bill of particulars

Answer

He made it out this year

Question the same what did he make it out from

Answer

He made it out from the account I gave him to make it out from

Question by the same Where is the account you gave him

Answer At home

Question by the same who made out the account at home

Answer Mr Bishop

Question by the same

Why did you not file the account at home instead of this one

Answer Because I thought the one copied was sufficient to bring

Question by the same how do you know this is a copy

Answer I do not say this my copy I say this is my account

Question by the same is this account like the one at home

Answer

Of course it is

Question by the same How do you know it is

Answer That account is made out, the one at home is set down in figures

Question by the same Is there nothing

on the accounts at home but figures

Answer

The weights and the sums are down

Question by the same How do you know what is them

Answer Because I had it set down them myself I could set down figures I set down some of it myself

Question by the same

Why did you take them bonds amounting to gether for $700

Answer

I did not know the difference or not whether it was in renewal bonds as I wanted to get my pay

Question How did you tell how to split the amounts due you in any one year by these different parties in this account

Answer Well because it took that much to bear my expenses those years

Question how do you know it took that much

Answer because I put it down because I had that much and used that much

Question by same On whose land was this cotton and jua sacks made

Answer

Some of it was made on Miss S. Stephenson's and this cotton was made on a place whom we bought my myself and husband

Question by the same have you bought any land

Answer

I have not bought any myself but have helped my husband pay what has been paid

Question by the same Have you charged your husband with this

Answer

I have not

Question by the same when did you get the money from you paid on the land

Answer from ~~when I had~~ money I had which I had worked for and did not lend my husband

Question what crop did you work for this money which you paid for this land

Answer I ~~did not say~~ said this was money I worked for

Question by the same When
Answer I did not set any time about
the money I give him
Question by the same How dont
know how you got it
Answer I say I worked for it
Question by the same Do you mean
to say that any item you have file
on your account is correct
Answer I do.
Question by same Did you ever pay any
rent on land for Whitehead renter
Answer I hired him work for
what he pais
Question by same before or since
you marriage
Answer since I was married
and further this deponent saith
not

his
Vicy + Whitehead
mark

James L. Bishop leading being first
duly sworn on the Holy Evanglists
of almighty God deposes and says as
Jodman I am fifty years of age live in
Southampton and have interest in
the subject matter of this suit
Question by defendants counsel
Please state what time you drove

Op the account filed by Vicy Whitehead

Answer I do

Question by same who furnished you the items or facts from which you drew off the account

Answer Well they were given at Vicy Whitehead home given by her and husband

Question by same Do you know whether Vicy Whitehead worked with Jon Whitehead and if so for how long before his marriage

Answer Yes she was with him three years before his marriage to him

Question by same Was she with him at work then before marriage

Answer

Yes

Question by Plaintiffs counsel do you know anything about what Jon Whitehead was to pay her

Answer

Nothing at all

Question by same do you know anything op the account filed except what Vicy Whitehead told you

Answer Nothing at all

Question by same when did you make out this account

Answer sometime this year

And further this deponent saith not

J. L. Bishop

Callon Whitehead having been first
duly sworn on the Holy Evangelists
of Almighty God deposes and says
as follows I am fifty nine years old
live in Southampton county am the
father of Vicy Whitehead and have
no interest in the subject matter
of this suit

Question by defendants counsel
Will you state the number of years
Vicy Whitehead worked out before
her marriage for whom and for
how much per year she worked
with Joe Whitehead I do not exactly
for how much but I have told Vicy
say it was for $6.50 a month

Question by the same do you
know with whom she worked
under Joe Whitehead after she
came of age

Answer she worked with me
for two years and I paid her
$6.50 cts a month or

Question by Plaintiffs counsel
How much money did you pay
Vicy Whitehead on settlement

Answer I paid her all I owed

Question by Plaintiffs counsel

I claim $1.50 for trespass
Assm
I dis
And further this deponent Saith
not

his
Callon + Whitehead
Mark

The above depositions were taken
sworn to and subscribed before me
a justice of the peace for the
County of Southampton at the
time and place mentions in the
caption given under my hand
this 22nd day of April 1892

E M Lawrence J.P.

Magistrates fee
for Taking three
depositions $3

Whitehead et als

ads

Myrick

Answer of Def'ts
Whitehead and others
filed March

Filed during Term
May 5. 1892

8

To The Honorable E. W. Hill judge of the
circuit Court of Southampton in Chancery sitting

The speriale answer of Vicy Whitehead
to a bill in chancery brought by Wm A.
Mynick against her and others

This defendant for answer to the
said bill or so much thereof as she is
advised it is material for her to answer
answering says That she denies positively
that the deed of trust made by Joseph W.
Whitehead to Argill Whitehead as Trustee
to secure two bonds executed by Joseph
Whitehead to her for seven hundred
dollars one for four hundred dollars
and the other for three hundred
dollars and dated the 2d of January
1892 was fraudulent but that they were
given for valuable consideration
she states that she was married in
1883 in January that when she was
married to her husband he was largely
indebted for work and labor done for
him and property sold him that since
her marriage to Joseph W Whitehead
he has become still more largely
indebted ~~to her~~ for property sold by
her to him and that at the end of the

year 1840 her husband was indebted
to her in the sum of $598.45 cts and
that on the 26th of January 1892
he gave the two bonds herewith
filed marked exhibit A and prayed
to be taken as a part of this answer
in settlement of the indebtedness due
from him to her and executed the
deed of trust referred to in the plaintiffs
bill to Argyle Whitehead to secure the
payment of the said bonds, this
defendant is advised that by the law
as it now stands a married woman
can hold an estate separate and
distinct from her husband that she
can be a trader, can accumulate
property and hold it independent of her
husband and his debts, and that
when he indebted to her he has
the same right to give her preference as
he can to give it to a stranger
she again emphatically avers all promises
or all privity of promise on her
part and says it would be an
anomaly in law and justice that
when the husband becomes
indebted to his wife for debts paid
due her while he can prefer

and other creditor she should not
be permitted to give a preference to
the wife who has become the mother
of his children and is struggling
to support herself and children
now with an imprudent husband
and having fully answered the prayer
hence to be discharged with her costs

Trey & Whitehead
Mark
Shands & Lore Jr. Cl.

Memorandum
of report to be
made main last
date

18 bunch of corn at $3	30.00
1000 lbs of fodder	10.00
18 hogs at $2 1/2 a head	45.00
one buggy to hang	10.00
two beds & steads at $2 each	4.00
One gun $2	2.00
One clock 2	2.00
	103.00

20 bags peanuts and 10 shocks of peanuts sold for about 100.00

The reason they cannot obtain the peanuts (Mr. Whitehead Henry) Constable took those peanuts under an execution & sold them to pay a debt due Mrs Sarah Stephenson for rent

20 bags peanuts 2.50 50.

18
2
36
9
45

Whitehead vols

To 3 Forthcoming Bonds

3

Mayrick

Know all men by these presents that we, Joseph H Whitehead, Vicy Whitehead & J. Argie Whitehead are held and firmly bound unto Wm A. Myrick in the just and full sum of four hundred dollars, for the payment of which we bind ourselves jointly and severally. and we and each of us waive our homestead exemptions as to this debt. Witness our hands and seals this 8th day of Feby: 1892.

The condition of the above obligation is such that whereas Wm A. Myrick plaintiff in a suit in Equity depending in the Circuit Court of Southampton Co, against Jos H Whitehead, Vicy Whitehead and Argyle Whitehead Junior, defendants did sue out an attachment in Equity against the personal estate of the said Jos H Whitehead for the principal sum of $345.65, and which attachment is returnable to the first day of the next May Term of the Circuit Court of Southampton Co, and whereas the said attachment has come to the hands of J W Williams Sheff of Southampton to be served, which by virtue thereof has levied on and seized in the possession of the said Jos H. Whitehead the following property towit: 10 barrels of corn 1000 pounds of blade fodder, 18 hogs, 5 of them large and the others small one buggy and harness, two bedsteads, one clock, one rifle barrel gun about 20 bags peanuts picked and about 60 shucks of peanuts near the stable, and the said

Jn H. Whitehead desiring to have the said property ^ to levied on and seized returned to his possession, has tendered the above bond Vicy Whitehead and J. Argie Whitehead as his sureties in such bond for the forthcoming thereof as the law in that case provides: Now therefore if the said Jn H. Whitehead shall have the said property so levied on and seized forthcoming at such time and place as the said Circuit Court may by any order in the said suit require, then the above obligation to be void, else to remain in full force -

Jos. H. Whitehead (Seal)
Vicy Whitehead (Seal)
J. Argie Whitehead (Seal)

Witnesses as to Jos. H. Whitehead & Vicy Whitehead
C. A. Bell

Witness as to J. Argie Whitehead
Wm. B. Shands

Memorandum by
Thrift & Co property
levied

Schedule of property of Jno. A. Whitehead
Levied on January 30th 1892 in favor of H. A. Myrick
about 10 Bbls of Corn in the Shuck in Barn
" 1000 lbs. of blade fodder in Stacks
" 18 hogs 5 large & 12 Shoat 1 brood sow
One buggy & Harness
Two bedsteads & bedding
1 Clock
1 Single barrel Gun
about 20 bags of peanuts picked off
and about 50 or 75 Shocks over stalks

J. A. Williams
Sheriff

$300.00

On demand I owe and promise to pay unto Vicy Whitehead the just and full sum of Three Hundred Dollars & I hereby waive the benefit of any Homestead Exemptions as to this debt

In witness my hand and seal this the 26th day of Jany 1892

Witness
J. L. Bishop

his
Joe X W Whitehead Seal
mark

$400.00 On demand I owe and promise to pay unto Vicey Whitehead the sum of Four Hundred Dollars and I hereby waive the benefit of my Homestead Exemption as to this debt

Witness my hand and seal this the 26th day of January 1892.

Witness J. L. Bishop

Joe his X mark Whitehead (Seal)

Myriah

M 33 Decree.

Whitehead & others

This day this cause came on to be heard on the complainants bill, the answer of the defendants, with several replications thereto, the depositions filed and the exhibits, and was argued by Counsel. On consideration whereof the Court having duly considered the question, it is decreed that the deed of land made by Joseph H Whitehead Jany 26. 1892, to Cagle Whitehead Hunter to secure certain debts alleged to be due Mary Whitehead by said Joseph H. Whitehead, is without consideration deemed valuable in law, is fraudulent and void. And it appearing to the Court that the said Joseph H Whitehead with Mary Whitehead & Cagle Whitehead as his sureties did enter into & forth coming bond on the 8th day of Feby 1892 in the penalty of $400. conditioned to have certain property therein mentioned forthcoming at such time and place as the Circuit Court of Lauderdale Co may by any decree in this suit require, which bond is payable to the plaintiff in this suit, the Court doth further decree that the property mentioned in said forthcoming bond

be delivered to J.M. Williams Sheriff of this County on or before the 5th day of May. 1893. and if default be made in the delivery of said property, then that the said Jos. Hobbs Whitehead, Riley Whitehead and Cyrile Whitehead be summoned to appear at the next Term of this Court to show cause why judgment should not be rendered against them or their said sureties for the amount in such sum as may seem to be just. and proper. It is further ordered that a copy of this Order be served upon each of the parties - viz - Jos: Hobbs Whitehead, Riley Whitehead and Cyrile Whitehead.

Myrick
vs 3 Deeds
Whitehead & others

1893 July 13
To be heard.
C M H

Bond of care
for defence

Myrick
vs 3 In chancery
Whitehead & wife

Cases decided in which the wife can testify in her own behalf even though the husband is a party to the suit

Hays v wife v Va Mutual protection Association 76 Va 228

Farley v Tillar 81st Va 279

Thomas Va Sellman 87 Va 683 v 687
"The court said If Mrs Mott was a competent witness and this she clearly was in her own behalf as interest no longer disqualifies a witness and the husband though a party to the suit had no interest therein and the wife was not disqualified as a witness by reason of his being a party to the suit

Wife is competent to testify in her own behalf in a suit, wherein the validity of a sale to her is litigated and her husband is a party but has no interest

Fraud on the grantors part without notice thereof to the trustees and beneficiaries cannot affect the validity of the Deed
Risenys adm v Dickinson 81 Va 42
Paul v Baugh v als 83 Va 9 17

$ 231.56

On Demand, I promise to pay unto **WM. A. MYRICK,** his heirs, executors, administrators, or assigns, the just and full sum of Two hundred and Thirty one Dollars and fifty six Cents, current money of the United States, for value received, for the true payment of which I bind my self & my heirs, executors and administrators, firmly by these presents; and I hereby waive the benefit of my Homestead Exemption as to this debt, obligation, or contract, with interest from First day of January A.D. 1886

As witness my hand and seal this 30th day of December in the year of our Lord one thousand eight hundred and eighty-five.

Witness:
J. O. Musgrave

his
Jos A. Whitehead (Seal.)
Mark

(Seal.)

Jos. H. Whitehead
Nov 231 56

Exhibit
1

Jan 4/91

Received of Jos. H. Whitehead
for Balance acct Thirty-
Eight and 44/100 Dollars in part-
of within
Wm A. Mynick

July 28/91 Rec'd of Jos H Whitehead
Eighteen and 07/100 dollars on the
within being balance acct.
Wm A. Mynick

Exhibit 2

Jos H Whitehead
No 4917 09

$117.09

On Demand, *with interest from the* first *day of*
January *188*8, I *owe and promise to pay unto*
W. A. C. Myrick *the just and full sum of*
one Hundred and Seventeen
and 09/100 Dollars
for value received; and I *hereby waive the benefit of* my
Homestead Exemptions as to this debt or contract.

Witness my *hand and seal, this* 21st *day of*
March *188*8.

Witness
John Winton Jr

Joseph X his Whitehead mark (SEAL.)

(SEAL.)

HARRELL'S PRINT, WELDON, N. C.

To the Sheriff of Southampton County:

You are hereby ordered to attach the following personal property recently owned by the Defendant Jos. N. Whitehead to wit: about 20 barrels Corn 3000 pounds Fodder 30 hogs, inclusive of brood sows. 1 buggy & harness 2 beds & bedsteads with necessary Covering for the same. 1 Clock 1 Single barrel Gun. and 700 pounds Sea mule part picked off and part not picked off, for the satisfaction of the claim of W. A. Myrick. against the said Jos. N. Whitehead. one for $231.56 with interest thereon from Jany 1. 1886. and one for $117.09 with interest thereon from Jany 1. 1888 until paid. and so to provide that the said Estate so attached may be forthcoming and liable to further proceedings thereupon to be had before our Circuit Court of Southampton County on the first day of the May Term 1892.

Teste: B. F. McLemore C.C.

I certify that Bond with security deemed sufficient has been given in this cause as required by law.

Teste: B. F. McLemore C.C.

Executed January 30th 1892 by delivering a copy of this Summons to each of the within named parties and attaching the property ordered to be attached that could be found.

J. W. Williams
Shff

Myrick vs
Whitehead & als:
1892. Feb: Rules.
Clerk's Office.
Issued &c.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Jos. A. Whitehead. J. Argle Whitehead, Joyster, and Vicey Whitehead.

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 February 1892 next, to answer a Bill in Chancery exhibited against them in our said Court by W. A. Myrick

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 29th day of January, 1892, in the 116th year of the Commonwealth.

Teste: B. F. McLemore C. C.

Moyarick -1909-

Decree

Whitehead et als

1873-

Executed July 28th 1873 by delivering a copy of this Decree to each of the within named Defendants Joseph R. Williams Deft.

for J.H. Williams

Sheff

Southampton Circuit Court
Special Term July 13-1893.

Maycock
v
Whitehead et als

Decree.

This day this cause came on to be heard on the complainants, the answer of the defendants, with general replication thereto, the depositions filed and the Exhibits, and was argued by Counsel. On consideration whereof and the Court having duly considered the question, it is decreed that the deed of trust made by Joseph H. Whitehead Jany 26-1892 to Argle Whitehead Trustee to secure certain debts alleged to be due Vicey Whitehead by said Joseph H. Whitehead is without consideration deemed valuable in law, is fraudulent and void and it appearing to the Court that the said Joseph H Whitehead with Vicey Whitehead & Argle Whitehead as his sureties did enter into a forthcoming bond on the 8th day of Feby 1892 in

the penalty of $400- conditioned to have certain property therein mentioned forthcoming at such time and place as the Circuit Court of Southampton Co may by any decree in this suit require, which bond is payable to the plaintiff in this suit, the Court doth further decree that the property mentioned in said forthcoming bond be delivered to J W Williams Shff of this County on or before the 15 day of August 1893, and if default be made in the delivery of said property, then that the said Jos. H. Whitehead Vesey Whitehead and Argle Whitehead be summoned to appear at the next Term of this Court to show cause why judgment should not be entered against them on their said forthcoming bond in such sum as may seem to be just and proper.

It is further ordered that a copy of this decree be served upon

each of the parties - Viz. Jas. H. Whitehead, Vicey Whitehead and Argle Whitehead.

A Copy

Teste - T. M. Haward C.C.

Myrick 182

Stat: Rules

Whitehead & als:

1 726

Wm. A. Myrick Pltffs.
against
Jos. A. Whitehead,
J. Argle Whitehead, Jonston
and Vicey Whitehead. Dffts
In Chancery

1892. Jany 29. Bill Lodged in Office.
Præcipies to 1st Feb. Rules - with
Attachmt in Equity endorsed thereon.
1892. 1st Feb Rules: Præcipe Executed. Bill & Ex: filed.
Decree nisi
" 2 " " Bill taken for Confessed
and Cause set for hearing.

FORM NO. 212.

Mynido

ATTACHMENT BOND.

to

Whitehead

Spruce p. q.

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

Know all Men by these Presents, That we W. A. Myrick and Richard Howard & H. A. Moore are held and firmly bound unto Joseph H. Whitehead in the sum of $697.50/100 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 29 day of January 1892

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas W. A. Myrick is suit plaintiff in a suit instituted in the Circuit Court of the County of Southampton against Joseph H. Whitehead, J. Ayle Whitehead trustee and Kitty Whitehead 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 Joseph H. Whitehead for the sum of three hundred & forty eight & 65/100 dollars being the principal amount claimed by the said plaintiff in the said suit.

NOW, THEREFORE, If the said W. A. Myrick 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.

Wm. A. Myrick SEAL.

Richard Howard SEAL.

H. A. Moore SEAL.

Executed in the presence of

In the Clerk's Office of the Court of the of

the securit

in the above bond, this day made oath before me Clerk of the said Court, that estate, after the payment of all debts and of such liabilities as he ha incurred for others and expect to have to pay, worth $ the penalty of the said bond.

Given under my hand as Clerk of the said Court this day of , 18 .

Virginia. Circuit Court of Smithampton County.

W. A. Myrick Plaintiff
vs
Joseph H. Whitehead, J. Ayle Whitehead Hunter and Vicy Whitehead.

In Chancery.

W. A. Myrick makes oath and says: that he believes the claim for which the above entitled suit is instituted to be just: that he is entitled to and ought to recover in said suit $231.56 (at the least) with interest thereon from Jany 1, 1885 Debt 30, 1885 - till paid, and also the sum of $117.09 with interest thereon from Jany 1, March 24, 1888 - and that to the best of his belief the said defendant Joseph H. Whitehead is converting or is about to convert or has converted his property, to wit: about 25 barrels of corn, 3000 lbs fodder, 30 hogs more or less of brood sows, 1 buggy and harness, 2 bedsteads with necessary covering for the same, 1 clock, 1 rifle barrel gun, & 3000 pounds peanuts, part picked & part not picked. So as into money, securities or evidences of debt with intent to hinder delay or defraud his creditors, and has assigned, 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.

Subscribed and sworn to before me by
W. A. Myrick this 29th Jany 1892.

D. F. McLennan C.C

Myrick
re B affidavit
fraudulent
Withdrawal