

Joint Answer of Peter, Daniel & James Headrick, filed this 8th Augt 1843
(Sevier County Chancery Court)

The joint answer of Peter Headrick, James Headrick, & Daniel Headrick to the Bill of complaint filed against them & Henry Headrick in the Chancery Court at Sevierville by John S. Trotter

These Respondants saving & for answer to said Bill or or to so much thereof as they are advised is material for them to answer, answering say, t they personally know nothing of the statement in the Bill as to the indebtedness of Respondant Henry to Complainant only that they have been informed that the property sold by Complainant to Henry Headrick for which the notes of the amount of \$451-85 was given was furnished by Complainant to enable Respt. Henry to purchase a plantation which lies in Sevier County, for which they understand he has a deed which sd. land is worth some \$500 as to sd. Henry's embarrassments these Respondants personally know nothing, but they are informed & believe it to be true, that he has or had at the time this Bill was filed a considerable amount of personal property at his residence in Blount County, which they suppose is not more than five or six miles from where Complainant resides, amounting in all as they suppose to the amount of \$50. Your Respondants state that they are informed that some of the executions (sic) were lived on the property of Respts. Henry, but that the officer failed to take bond for the delivery of the property. Respondants state that they and Respondants Henry had been on a trade about the tracts of land in complaints Bill mentioned for more than two years before its final consumation & as they are informed even before the first note given to complainant by Respt Henry, and the only reason for not having the two tracts which was conveyed on the 4th of March 1843 included in the first deed, was that the sd Respt Henry had not then gotten his grants for said land. Your Responents know nothing of the charge in the bill which states that the land was ~~levied~~ levied on by the constable Compton who had the Complainants execution in his hands, it may or may not be true. It may be true that the deed was registered on the same day that the judgments were rendered in favour of the Complainant against the Respondant Henry, but it must have been after the deed was registered that the judgments were rendered for if Respondants have been correctly informed, the judgments were rendered very late in the evening if not after night, but that fact was unknown to these Respondants until since the transaction took place for the fact is that the purchase of the land by these Respondants & the deed was executed two days previous, and it was (sic) accidental that the deed was registered on the same day of the buy, if the fact ~~is so~~ is so Respondants state that the tract of the land conveyed by them to the children of Respondant Henry in part pay for tracts of land purchased by them of sd. Henry complained of by sd. Complainant was reasonable worth \$800- and in truth Respondants paid that amount for it, and afterwards they were offered \$1000 for the same and the tract contained 135 or upwards acres & they consider it first rate land. they also in addition to said land gave to Respt. Henry \$400 worth of property Respondants most honestly believe & still believe that they gave for the land purchased of Respt Henry a fair (sic) and the only reason they had for making the trade is that they got more land which would furnish a home for each, though the land is not so good, and the only reason given to these Respondants by Respondant Henry for having the title made to his children in the exchange of lands was that he was getting old & feble & that he thought he had a sufficiency property besides that land to pay all his debts & he wished the land to go to his children of his present wife he having had a child by his first wife

who he had provided for. Respondants state that they had been informed that Respondant Henry owed to Complainant some amount, but what amount he was indebted they did not know as they understood that there had been a goodeal of trading between Trotter & Henry, but how the matter stood between them they did not know, but they understood that the property which they give to Respt Henry was to have been disposed of or some of it to pay Complainant Respondants most posititively deny, that the purchase of the land from Respt. Henry was made to heat & defraud Complainant or any one else, they were not aware of the fact, that Complainant had sued Respondant Henry at the time the deed was registered it having been executed two days previous. But since this Bill has been filed, they have understood that the day or night perhaps previous to the date of the several judgments Respt Henry was induced to split up a large note which Compt held on him for \$- Complainant alledging that he had not want the money for a length of time, but Complainant as Respts have since understood placed the small notes in the officers hands on the same night they were given in violation of his representations to Respt Henry. However this all took place if their information be corret after the date of the deed from Respt Henry to these Respondants whether Complainant knew of the trade & the execution of the deed between Respondants these Respondants knows not, but they suppose he must have known from his conduct in splitting up the large note & immediately, the next morning getting judgments & perhaps supposing that he could by some hook or d her, save the land which was sold & conveyed to these Respondants and he must have had his eye on that tract of land or he would have levied on the other tract of land owned by Respt. Henry & which was purchased with the waggon & horses gotten f from Compt by Respt Henry & which was the consideration of the large note. Respts did not know that Respt Henry was in embarrassed circumstances they knew he was not wealthy, but they supposed he could pay all his debts. Respts have all ready stated that they knew of no reason why the deed was made to Respt Henry's minor children more than that it was the request of Respt Henry, that it should be so for the reason given above. The consideration was paid by all these Respts jointly. These Responds state that the conveyance was not made to hinder & delaythe complainant from the collection of his debts or to hinder & delay the collection of any debts owing by Respt Henry, but on the contrary so far as these Respondants were concerned, the contract was made in good faith a fair and valuable consideration was given for the land without any notion of any claim of the plaintiff. These Respts having fully answered all the allegations in Complainants bill pray that the bill may be dismissed & that they be decreed the reasonable costs.

Rodgers sol

Wilson Duggan, C. & M., Sevier County; Ack. , 8 Augt 1843, Signed by Peter, James & Daniel Headrick. Each made mark.