

1866 - 04

Sanctamilton Co Chancery

Deuts, George W. et al vs Gray, W. W. et al

Chit

W. W. Gray

Leon Gray

Joshua Butler

Q. D. Neely

W. Neely

J. V. Pratt

William James

Amerson Jones

25 44 16.

Peto

v } Papers

Gray H^c 1/2

Peter.

~ } Stat. Rules

Gray & Co

Southampton Circuit Court

George W. Peto

against.

W. W. Gray, Dean Gray, Joshua Proctor, R. I. & W. Nely, J. V. Prath, James, William
& Newson Joyner

1858 Jan'y 18 Bill & filed bond & security given. 2 Dfts. & Inj. issued

" Feb'y R. Sp. & Inj. ret. Executed on W. W. Gray, Joshua Proctor, R. I. & W.
Nely, J. V. Prath, James, William & Newson Joyner. D. Nisi to
Dfts. W. W. Gray, Joshua Proctor, R. I. & W. Nely, J. V. Prath & James, William
& Newson Joyner

" Mar. R. Bill taken for confessed as to Dfts. W. W. Gray, Joshua Proctor, R. I. & W.
Nely, J. V. Prath, James, William & Newson Joyner. Or. Pub. & Dft
Dean Gray

" Ap. R. Cause set for hearing as to Dfts. W. W. Gray, Joshua Proctor, R. I. & W. Nely,
J. V. Prath, & James, William & Newson Joyner

1858 May 7. Dura & for account.

" Nov. Dura & "

1866 May. Removed from the Docket.

To injoin and restrain the defendant Joshua Dutton Trustee in a deed of Trust executed by W.W. Gray to secure the payment of certain debts therein mentioned, from paying over the proceeds of sale of the property conveyed by said deed of Trust lying in Southampton County, towards any of the debts intended to be secured by said deed, except the forthcoming bond and the draft on Philadelphia indorsed by R. J. & W. Kelly of George W. Dute until the balance of \$1146. 38 1/3 due the plaintiff on the bond in the bill mentioned shall be paid or until the further order of the Court to the contrary. The plaintiff having given bond with sufficient security conditioned to pay all such costs & damages as shall be adjudged against him in case the injunction be dissolved.

Teste

L.R. Edwards *clerk*

Dute

Ex. of Inj. in

Gray to

1858 Feb. Rules.

Trustee in J. W. Dutton
only.

Entered & docketed in Court
1858 by delivering a copy hereto of
this instrument

The Commonwealth of Virginia: To the Sheriff of ^{Norfolk} ~~Southampton~~ County
Greeting: We command you to summon W. W. Gray, Dean Gray, Joshua Pritton
R. J. & M. Nely, J. V. Pratt, James Williams & Newson Joyner
to appear at the Clerk's Office of our Circuit Court of Southampton County at the Rules to
be holden for the said Court on the first Monday in February next
to answer a bill in Chancery exhibited against them in our said Court by George W
Pitts.

And that they shall in no wise omit under the penalty of \$100
And have them show this writ. Witness Lillian R Edwards Clerk of our
said Court at the Courthouse this 18th day of January 1858 in the
58th year of the Commonwealth.

L. R. Edwards Clk

Teste. LRE de ardi bly

Im H. Stüb. des für
w. m. d. P. v. g. g. v. f. f.

Executed on Joshua Preebow & R. I. the Neely. on the
23. January 1858 by delivering each a Copy of this
Summar. Dean Gray, Notar public Good Vick by for
of the County. Wm Briggs Shiff

Debt

Supra. & cymon

Gray to

1858 February Rules

Executed 6 minutes
after 2 o'clock

The Commonwealth of Virginia: To the Sheriff of Southampton County
Greeting. We command you to summon W. W. Gray. Dean Gray. Joshua
Pretlow. R. J. W. Neely. J. V. Pratt. James, William & Stevenson Coquer to
appear at the clerks Office of our Circuit Court of Southampton County at the
Rules to be holden for the said Court on the first Monday in February next
to answer a bill in chancery exhibited against them in our said Court by George
W. Peete and this they shall in no wise omit under the penalty of \$100.
And have them serve this writ. Witness Littleton R. Edwards Clerk of
our said Court this 18th day of January 1858 in the 82^d year of the Com-
monwealth.

L. R. Edwards Clk

Put

~ } Or. Put.

Gray 80

Copy posted at front door St. House 1st.
day March Term 1858.

At Rules held in the Clerks Office of the Circuit Court of Southampton County
on the 1st day of March 1858.

George W. Peck

against

W. W. Gray, Dean Gray, Joshua Pellow R. J. & W. Kelly, J. V. Pratt,
James, William & Anderson Joyner

Plff.

In Chancery

Defts

The object of this suit is to restrain and enjoin the Defendant Joshua Pellow the
trustee in a deed of trust executed by the defendant W. W. Gray to secure the payment
of certain debts, from paying over ^{the proceeds of} the sales of the property conveyed by said deed of
trust, towards any of the debts mentioned therein, except the forthcoming bond and
the draft on Philadelphia, until the balance of \$1146. 30/3 due the plaintiff on his
bond shall be paid. And affidavit having been made and filed that the defendant
Dean Gray is a now resident of the state of Virginia, on the motion of the plaintiff by
his attorney it is ordered that the said defendant do appear within one month after due publication
of this order and do what is necessary to protect his interest. and that a copy of this order be
published once a week for four successive weeks in some newspaper published in the
City of Norfolk and posted at the front door of the Court house of this County on the first
day of the next County Court thereof

Teste

L R Edwards Clk

This Deed made the 14th of December 1857 between William
W. Gray the grantor of the one part and Joshua Dettlow the
Trustee of the other part, Witnesseth that the said William
W. Gray for and in consideration of the sum of one dollar
to him in hand paid at and before the sealing and delivery of these
presentes and the receipt whereof is hereby acknowledged, doth
grant unto the said Joshua Dettlow Trustee as aforesaid the following
property to wit; One Steam Saw Mill with all its fixtures and
running gear unto the said Mill in any manner appertaining, all
the timber now cut and lying near the Mill and the logs that are
cut, Eight Mules, twelve oxen, three cows, two truck wagons,
seven carts and gear all my interest in a certain lease, a con-
siderable portion of which is unexpired and assigned to me by
George W. Dettlow and others and of record in the Clerk's Office of
Southampton County, one horse and two sets of harness, household
and kitchen furniture, all debts due to me either by bond or open
account, all my saws, axes and hoes, all my hogs all the above
property lying in the County of Southampton, all my right, title,
interest and claim in, to and for a certain lot being a wharf
lot lying in the Town of Portsmouth, Norfolk County, Virginia
fronting fifty six feet on Elizabeth River and running back five
hundred feet to Crawford Street and bounded on the South by
Crabb Street, Crawford Street on the west, Elizabeth River
on the east and by the lot of Johnston and Co on the north, all
my ^{interest} in a certain wharf now leased by W. W. Gray and R.
J. Neely in the Town of Portsmouth all my lumber now
lying on the said wharf in Portsmouth estimated at fifty thousand
feet, all the debts due to me in Portsmouth either by bond or
account through my agent J. N. Gray. Upon trust to secure
the following debts to wit; First a furthering bond executed
by William W. Gray and Dean Gray as principals and R.
J. Neely as security. Second the following security debt, one
draft of eleven hundred dollars drawn on Philadelphia and
endorsed

endorsed by R. J. & W. Neely and G. W. Seale, a note of one hundred and fifty dollars endorsed by the same and S. V. Pratt, a note of two hundred and seventy five dollars in the Virginia Bank at Portsmouth and endorsed by R. J. & W. Neely, a note for five hundred dollars one at Bank of Virginia at Portsmouth endorsed by R. J. & W. Neely and James R. Joyner and Co: two notes one for four hundred dollars and the other for two hundred dollars due to Miss Columbia Wilson one note due the 25th of December 1857 to D. Powell and R. J. & W. Neely securities and the said R. J. & W. Neely are also securities to the notes to Miss Columbia Wilson, one note for three hundred dollars due in the bank of Virginia at Portsmouth and R. J. & W. Neely securities, one note for four hundred and seventy five dollars paid by R. J. & W. Neely for wharf expenses to George Blom and others and due 1st July 1857, one note for three hundred and seventy five dollars due 1st January 1858 and R. J. & W. Neely securities one bond due D. Powell (gr.) for about seven hundred and fifty seven dollars and James R. Joyner and William A. Joyner securities one bond due Thomas Ridley for four hundred and fifty dollars and James R. Joyner and William A. Joyner securities, and all other debts due and owing by William W. Gray & Co to which James R. Joyner or William A. Joyner may be securities and which may not now be named and all other debts due and owing by William W. Gray to which either R. J. Neely or William Neely may be securities and which may not now be named or described, to secure the said James R. Joyner William A. Joyner R. J. Neely and W. Neely from all loss and harm by reason of their security ship, and Joshua Pretlow the trustee upon the forfeiture of the foregoing bond mentioned above shall after fifteen days notice by public advertisement sell sufficient of the trust property herein conveyed to pay the said foregoing bond interest and cost and upon default made in the payment of any of the other debts heretofore named or any debt not named to which either James R. Joyner, William A. Joyner, R. J. Neely or W. Neely may be securities, then upon request made by either of the said

securities to the trustee, the said Joshua Pretlow trustee as aforesaid shall after having given thirty days notice by advertisement in some one of the Norfolk Papers and also in the neighborhood proceed to sell at public auction to the highest bidder all the property mentioned in this deed on the following terms: all sums under one hundred dollars cash and that six months credit and after paying the expenses of this trust, pay to the Sheriff of Southampton the forthcoming land named above if the trustee should not have sold property to pay it before, then pay all the debts to which R. J. Neely, W. Neely, James R. Joyner or William A. Joyner may be securities, any or either of them and also pay all the debts to which Newson R. Joyner may be security for the grantor William W. Gray and if not enough to pay the debts to which R. J. Neely, W. Neely, James R. Joyner, William A. Joyner and Newson R. Joyner are securities then pay the security debts pro rata, then pay to James R. Joyner and William A. Joyner the one half of the sum of thirteen hundred dollars of the debts due to them, then pay all debts due by William W. Gray. And it is hereby covenanted and agreed that William W. Gray the grantor shall deliver to Joshua Pretlow the trustee the policies of insurance which he now holds for the insurance of the Steam Saw Mills and fixture in Southampton County.

And to witness the foregoing seals and signatures
W. W. Gray (Seal)
Joshua Pretlow (Seal)
Memorandum - The intentions in this deed were made before the signing and sealing the same.

Southampton County. In the Clerk's Office, the 14th day of December 1857
This Deed of Trust was acknowledged by W^m W. Gray and Joshua Pretlow, parties thereto and was

Thompson admitted to read.

Teste,
J. R. Edwards, C. C.

Happy
Teste,
Hugues S. Neward, D. C.
" " "
" " "

(3)

Happy

Happy & J. Edwards

to J. D.

Happy

the 15th

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY,—GREETING.

WE COMMAND YOU That of the Goods and Chattels of *W W Gray & Jean Gray*

late in your bailiwick you cause to be made the sum of *Three thousand Three hundred & thirty three*
dollars & thirty one third cents with legal interest thereon from
the 26 day of May 1854 to be paid unto *James Thomas, J B Munro & Wm H E Munro* who sue for the
benefit of W R Brown

lately in our *Circuit* Court of Southampton County have recovered against *them* as well
for a certain debt as for interest thereon: Also the sum of *Eight* dollars and *five* cents,
which in the same Court were adjudged for his costs in that suit expended, whereof the said *W W Gray &*
Jean Gray convicted as appears to us of record, and how you shall have
executed this writ make known at the Clerk's Office of our said Court at the Rules to be holden for the said Court
on the first Monday in *February* next, and have then there this writ.

Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-House, this *18* day of
November A. D. 1857, in the *82* year of the Commonwealth.

a copy

I R Edwards C C

The S^{uff.} of Lou Hampton will collect on this execution the sum of Ninety Nine and 2/10 pence & two pence and the costs on & and for the balance of the execution returns that it is ordered & given by the S^{uff.} Dec^r 14th 1857

Chamberlain & Moore being absent
for days

187

1. 1. 1.

Page 14
v 4 cases.

May 2nd

~~with the consent of the attorney
engaged thereon~~

It is ordered, that
these causes, be
removed from the
Docket, & that
any party may
have the same
reinstated on
proper applica-
tion to the court.

To be entered

R. H. Baker

att. co. 1866

Know all men by these presents that we George W. Peete & Edward
W. Messersburg are held and firmly bound unto W. W. Gray, Deane Gray,
Joshua Preston, R. D. & W. Neely, D. V. Pratt, James, William & Newton
Joyner, in the just and full sum of two hundred dollars good and lawful
money of Virginia, to the payment whereof well & truly to be made and
bind ourselves our heirs, Executors and Administrators jointly and
severally firmly by these presents. Sealed with our seals and dated the
18th day of January 1858.

The condition of the above obligation is such
that whereas the above bound George W. Peete hath obtained from the Judge
of the Circuit Court of Southampton County an Injunction to injoin and
restrain ^{Joshua Preston Trustee} from paying over the proceeds of the sale of the property lying in
the County of Southampton conveyed to him by the said W. W. Gray towards
any debts mentioned in the deed of trust except the forthcoming bond and the
drafts on Philadelphia endorsed by R. D. & W. Neely and George W. Peete,
until the said balance of \$1146. 30/10 cents due the said George W.
Peete on the bond in the bill described or until the further order of the Court.

Now if the said George W. Peete shall pay all such costs & damages as
may be decreed against him in case the injunction aforesaid be dissolved
then the above obligation to be void or else to remain in full force & continue

Witness

George W. Peete

E. W. Messersburg

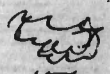
\$3333.33 1/3

Three years after date with interest from the date hereof
we promise to pay to M T Peck George W Peck J C Post James
Johnson D T B Merrill and W H E Merrill sole partners con-
tinuing on business under the name and style of the Branchville
Lumbering Company the just & full sum of Three Thousand
Three Hundred & thirty three dollars, thirty three and one third
cents, for the payment of which we bind ourselves jointly
and severally firmly by these presents - witness our
hands and seals this 26th day of May 1854

A Copy

W W Gray

John Gray




Southampton County to wit,
This day E W Mapesburg appeared in the Clerk's office
of the Circuit Court for the said County before L R
Edwards the Clerk of the said court and made oath
that John Gray (one of the Defendants to a bill
filed in the said court by George W Peck Plaintiff against
the said John Gray & other Defendants) is a non-
resident of the State of Virginia since and
may have this 10th day of February 1858

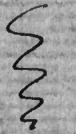
L R Edwards cl. kb.

W. W. Gragg
Obligation

The three bonds hereto annexed each for \$3333.^{33 1/2}/₁₀₀, it is agreed
by the undersigned, that the above bonds (which are received by
a deed of trust of this date) shall be paid in the following man-
ner, after the expiration of three months from the date hereof
for all lumber to be shipped from the Beaneville Steam Mill
to wit three dollars per thousand feet board measure, until
each of the said bonds shall be discharged, but it is under-
stood that no greater amount shall be paid in each year
than the amount of the bonds to fall due. Witness my hand
& seal this 26th of May 1854

Wm W Gray

Gray

to  End of Trust

Partis & others trustee

(A)

(A)
Held as collateral
Security for the
of \$5000 Peck Pepper
V. C. & L. Peck
88 days from 20
December Sunday
at City of N. York
Draft of \$3533
drawn upon Cash
Peck & Co.
Gray & Co.
21 March 1855

Whereas Messrs T. Peete and George W. Peete in the year 1852 formed
a copartnership for the purpose of erecting a Steam Saw Mill in the
county of Southampton, to get and saw timber for sale, and entered
into a contract with James R. Joyner and Wm. A. Joyner which is in the
following words and figures to wit "This is to show that Mr. James R. Joyner
and William A. Joyner both of the County of Southampton & State of
Virginia have sold unto Messrs T. Peete and Geo. W. Peete all the Pine
Timber on the land upon which we now live that is one foot in
diameter and over one foot all, the Cypress timber except what we
may wish to use for farming purposes, all the Hickory & Ash without
exception, provided that we shall be entitled to any portion of the
aforesaid trees that may remain after the said Messrs Peetes
have removed what they want or require for sawing purposes, provided
also that we the undersigned agree to furnish, as much corded Wood
as they may require for the purpose of working a Saw Mill (they
propose to erect) at or within a quarter of a mile of Branchville
Depot at the price of Seventy five cents per cord. It is understood by
all the parties herein named that all the above timber is to be sawed
by a Steam Saw Mill and that if Mr. T. Peete & George W. Peete should fail
from any cause to use the timber for this purpose, it shall revert
to the original owners, on condition that Messrs T. Peete & G. W. Peete
pay to Messrs W. A. & Jas R. Joyner a price for what timber they may
have cut proportional to the amount they were to pay for the whole, which
amount is the sum of One Thousand dollars, the receipt whereof is hereby
acknowledged by the undersigned, and the proportion as above stated, shall
be decided by two or more disinterested persons. It is herein furthermore
agreed that if Mr. T. Peete and George W. Peete should be interfered with
in their cutting & sawing timber by any person or persons who may become
partly or entirely owners of the property upon which the undersigned now
reside, they the said Mr. T. Peete & George W. Peete shall be indemnified for
such interference in the sum of five Thousand dollars. It is furthermore
agreed that Messrs T. Peete & Geo. W. Peete shall have the entire and
exclusive a certain piece or parcel of land, bounded South by the ready
Marsh, on the No. W. by the Crawford Road, and on all other sides by a
line of fence now standing, and that all the other privileges & immunities

following Stock & Hauling Utensils viz Nineteen Oxen, Eight Mules,
two Waggon, Six Pair of Wheels, One New Serraw, Saws, Axes, Cant Hooks,
Log Chains, Draught Chains, Bridle Chains, Ox Yokes, Waggon Harness
two Log Serraws in use and two Steam Cutters. And Whereas the said
Branchville Lumbering Company, have sold to W. W. Gray their
Steam Saw Mill erected on the lands of James R. Joyner and William
A. Joyner in the County of Southampton Virginia, and all the Stock
and Hauling Utensils, and fixtures of every character and description
belonging or appertaining to the said Steam Saw Mill, and have
assigned to the said W. W. Gray all their right, title and interest in
to excepting the logs and timber on the lands of Joyner of fifteen acres, in water & left
and all the contracts herein before recited and mentioned; and the
said W. W. Gray with Dean Gray his security, have executed to
the said George W. Peete, M. T. Peete, J. C. Peete, James Johnson, A. T. B. Merritt, and W. H. E. Merritt, three several bonds each for the sum
of Three thousand three hundred and thirty three dollars and thirty
three and one third cents, one of the said bonds is payable twelve
months after date with interest from its date, another of the said
bonds is payable two years after its date with interest from its
date, and the other of the said bonds is payable three years after
its date with interest from its date, all of which bonds bear even
~~date~~ ^{date} with these presents. Now this deed made this twenty sixth
day of May in the year one thousand eight hundred and fifty
four, between W. W. Gray of the one part and James Merdough of the
other part, Witnesseth, that the said W. W. Gray doth grant unto the said
James Merdough all of the said Steam Saw Mill and fixtures situated
in the County of Southampton aforesaid, all the said Stock & Hauling
Utensils herein before mentioned and described, and doth hereby assign
unto the said James Merdough all and every of the contracts herein before
mentioned and recited. In trust to secure to the said George W. Peete
M. T. Peete, J. C. Peete, James Johnson, A. T. B. Merritt and W. H. E. Merritt
the said three several bonds aforesaid of Three thousand three hundred
and thirty three dollars and thirty three and one third cents, pay-
able at the times hereinbefore mentioned; Upon trust nevertheless
that the said James Merdough his executors and administrators, shall

permit the said W. W. Gray his executors and administrators to remain
in quiet and peaceable possession of the said Steam Saw Mill and
fixtures, Stock and Hauling Utensils, and to cut the timber off the
lands according to the terms of the contracts herein mentioned and
recited, and the said timber when so cut, and sawed at the said
mill to sell and dispose of, and take the profits thereof to his
own use, until default be made in the payment of either of the said
bonds aforesaid; and if default shall be made in the payment
of the first bond that is first payable, then the said James
Merdough shall at the request of the said George W. Peete, M. T. Peete
J. C. Peete, James Johnson, A. T. B. Merritt and W. H. E. Merritt, sell all
the aforesaid property hereby conveyed (including the contracts afo-
said) for so much cash as shall be necessary to pay what shall
be due, and the balance ~~of the profits~~ ^{corresponding with the}
payments of the bonds to fall due, taking ample security for
the credit payment; and if the first bond shall be paid, so that
there be no default of payment, but if there should be a default
of payment of the second bond to fall due, then the sale shall
be made of the said property for so much cash as shall be
necessary to pay the amount of the said bond, and the balance
upon a credit corresponding with the time of payment of the third
bond to fall due, taking like security for the credit payment.
But if all of the said three bonds amounting to the sum of Ten
thousand dollars shall be fully paid off and discharged, at
the times the same are payable, so that no default of the payments
be made, then this indenture to be void or else to remain in
full force and virtue. And it is hereby understood and agreed
that the said W. W. Gray, shall effect and insurance on the afo-
said Steam Saw Mill, ^{and fixtures} for the sum of Five thousand dollars,
and two thousand dollars on the Stock of Lumber, which insur-
ance if effected in the name of the said W. W. Gray, is to be
assigned to James Merdough the trustee as additional security for
the payment of the sum or sums of money hereby secured, or the
insurance is to be effected in the name of the said James Merdough

James Munday. Witness the following signatures and seals

W. W. Gray

James Munday

Treasurer

State of Virginia

Norfolk County to Wit

I *Claudius W. Munday*, ^{a Notary Public} for the County of Norfolk in the State of Virginia do certify that *W. W. Gray* and *James Munday* whose names are signed to the writing hereto annexed bearing date on the 26th day of May 1854 have acknowledged the same before me in my county aforesaid. Given under my hand this 29th day of May 1854.

C. W. Munday
Notary Public

any of the debts mentioned in the said deed of trust except the
 said forthcoming bond and the said draft on Philadelphia
 endorsed by N. D. W. Healy and George W. Peete, until the said balance
 of \$1146.30 due your order on the said bond shall be paid, and
 that your Honor will grant such other and generous relief
 in the premises as Equity may dictate and as in duty bound
 he will ever pray &c May it please your Honor &c

George W Peete

By Chambers & McPherson
 attys.

Norfolk County Court

This day George W Peete appeared before me a Justice of
 the peace in and for the said County and made oath that
 the allegations of the above bill are true. Given under
 my hand this day of January 1858

M L Tabb JP

Peete
 vs
 Gray & Co
 Bill

1858 Jan 18 Rem: Jones &
 back of Jones & Co. vs. Jones & Co.

C. Co. Banker Co.

To the Clerk of the
 an injunction office according to the prayer of the
 in case the injunction is granted the defendant, at
 damages or may be decreed against him, the cost
 of two hundred dollars conditional to pay all such costs
 in the Court of South Hampshire County in the hands
 with sufficient security payable to the defendant
 upon the execution of a bond by the complainant

(14942 words)

Don't 14. 1858
 Rick. E. P. B. 1858
 an injunction office according to the prayer of the
 in case the injunction is granted the defendant, at
 damages or may be decreed against him, the cost
 of two hundred dollars conditional to pay all such costs
 in the Court of South Hampshire County in the hands
 with sufficient security payable to the defendant
 upon the execution of a bond by the complainant

of Southampton

In Charms

Humtly complaining sheweth unto your Honor
Orator George W Peck that in the year 1854 M^r Peck J^r C^l Past James
Johnson A^t B^r Merritt W H E Merritt & himself were seized & possessed
in their own right as partners of a certain Steam Saw Mill
with all its appurtenances and various steam privileges
situated in the County of Louisa and being so possessed
they the said M^r Peck J^r C^l Past James Johnson A^t B^r Merritt
W H E Merritt & George W Peck sold and conveyed the said pro-
perty to W W Gray for which the said W W Gray with Dean Gray his
security executed three bonds for \$3333.33% each payable
one in twelve months one in two years, and one in three
years with interest from date all of which said bonds were
secured by a deed of trust on the said property & executed by
the said W W Gray to James Mearns & James Huxley on the 27th
of May 1854 which is herewith filed marked (A) and prayed
to be taken as a part of this bill. That said deed of trust was
never recorded and the two first bonds were paid as they
became due, leaving only the last one unsettled which has been
assigned by the said M^r Peck J^r C^l Past James Johnson, A^t B^r
Merritt & W H E Merritt to your Orator for valuable con-
sideration, a copy of which is herewith filed marked (B).
That on the last bond W W Gray made a payment by the de-
livery of timber at various times before the 1st of July
1857 amounting to \$926.22. That on the 1st of July 1857
the said W W Gray drew a draft on Philadelphia for \$1000
payable in ninety days which your Orator endorsed and
negotiated, and on the 15th of July he delivered to your Orator
a negotiable note for \$546.36 payable in ninety days which
your Orator also endorsed and negotiated. That your Orator
always refused to credit the said draft and note on the
said bond which he held against the said W W Gray or to
accept the same as payment, until the said W W Gray
should pay them at maturity, which the said W W Gray has

never done, but has renewed them until the draft amounts
to \$1100 with N. S. & W. Neale and your brother as endorser and
the note to \$500 with your brother alone as endorser, and he is
now informed that the said W. W. Gray is altogether unable
to pay either the note or the draft, being insolvent and
having made an assignment of his whole estate -
That it was distinctly understood between your brother & W. W. Gray
that the proceeds of said note & draft were not to be considered a
payment on the said bond secured by the said deed of trust
until they should be paid off and your brother released from
all liability on account of them - That after the said 1st of
July your brother being indebted to one W. R. Shaver in about the
sum of \$1960 and the said were pressing him to secure the
same, your brother for that purpose delivered to E. W. Maplesburg
the attorney of the said Shaver the said bond against the said
W. W. Gray & Isaac Gray with authority to sue and obtain judg-
ment thereon and then to collect so much thereof as might
be required to pay the said Shaver the amount due him and
if it should be paid before that time by your brother, and
that suit was accordingly instituted for the benefit of said
Shaver and judgment obtained for the sum of \$3333.33 1/3
with interest on which judgment execution was issued
and an endorsement made thereon by the said Maplesburg
to the effect that on \$1961.29 was to be collected and the bal-
ance of the execution suspended, all of which will appear from
a copy of said execution herewith filed marked (D) and prayed
to be taken as a part of this bill - That the said W. W. Gray & Isaac
Gray gave a forthcoming bond for the said sum of \$1961.29 with
N. S. Neale as security - Should the said forthcoming bond be
paid there will still remain due your brother on the said bond
the sum of \$1146.30, unless the said Gray should pay the draft
and note above mentioned of which there is no probability
That after the execution of the said forthcoming bond the
said W. W. Gray executed a deed of trust conveying the property
purchased of your brother & his partners together with other

property to Joshua P. Hallow as trustee to secure first the payment
of the said forthcoming bond, and then certain debts for which
N. S. & W. Neale, James Logner, Wm. Logner, Nelsonson Logner &
J. L. Pratt are bound as securities and among them the draft
on Philadelphia above mentioned endorsed by N. S. & W. Neale
& your brother, a copy of which deed is herewith filed marked
(E) as a part of this bill - That the said trustee Joshua P. Hallow
and the said N. S. & W. Neale, J. L. Pratt, James, Williams, and
Nelsonson Logner, were then well informed that your brother
had a prior unrecorded deed on the same property, and
the said P. Hallow & N. S. Neale were specially informed
of that fact and of the nature of your brother's claim by
E. W. Maplesburg - That the said trustee has advertised the
said property for sale on the 20th of January 1858 -
Your brother is advised that said last mentioned deed of trust
has no priority over his unrecorded deed in so much as
the trustee and other parties thereto had notice of said
unrecorded deed - Your brother is further advised that he has
a lien on all the property of the said W. W. Gray for the am-
ount due him on said bond, by reason of said execution
issued from the Clerk's office of the Circuit Court of Balti-
amptown County for the benefit of said Shaver against the
said W. W. Gray & Isaac Gray, which was suspended in part
as above mentioned; which said lien he has a right to
enforce in a court of Equity -
In tender consideration of all which and in so much as your
brother is without remedy in the premises except in a court
of Equity to the end therefore that justice may be done, he
prays that W. W. Gray Isaac Gray Joshua P. Hallow N. S. & W.
Neale, J. L. Pratt James, Williams, & Nelsonson Logner
may be made defendants to this bill and answer the al-
legations thereof, that the said Joshua P. Hallow trustee as afo-
resaid may be enjoined and restrained from paying over
the proceeds of the sale of the property lying in the County of
Baltimore conveyed to him by the said W. W. Gray towards

any of the debts mentioned in the said deed of trust except the
 said forthcoming bond and the said draft on Philadelphia
 endorsed by N. D. W. Neale and George W. Peete, until the said balance
 of \$11,463.30 due your order on the said bond shall be paid, and
 that your Honor will grant such other and general relief
 in the premises as Equity may dictate and as in duty bound
 he will ever pray &c May it please your Honor &c

George W. Peete

By Chamberliss & Messersburg
 attys.

Norfolk County Court

This day George W. Peete appeared before me a justice of
 the peace in and for the said County and made oath that
 the allegations of the above bill are true. Given under
 my hand this day of January, 1858

M. L. Tabb JP

Peete
 vs
 Gray do
 Bill

1858 Jan 18 New: Jones &
 Smith given: Stupen & Dyer: paid?

To the Clerk of the
 C. Co. Hampshire Co.

Upon the execution of a bond by the complainant
 with sufficient security payable to the defendants
 in the State of New York and before the Clerk of the
 Circuit Court of Southern District County in the hands
 of the Sheriff of said County to pay all such costs
 & damages as may be decreed against him, the Compt.
 in case the injur. hereby awarded be satisfied, let
 an injunction issue according to the prayer of the
 complainant's bill
 To the Clerk of the
 C. Co. Hampshire Co.
 Jan 14 1858
 Rich. C. B. J. R. J.

(44942 words)