

1878-001 Chancery Causes: George W. Eley vs Josiah P. Gay, John C. Thomas & al
Isle of Wight County
Petition of Wilbur J. Kelly and R. S. Thomas

Other surnames: Watkins,
Ballard, Clements, Edwards,
Womble, Spivey, Johnson,
Nelms, Bradshaw, Carr,
Duck, Chapman, Turner,
Crumpler

19
O'Leary
vs. ~~3~~ Chancy
Gay, Thomas & others

1
Pice & Ex. ¹⁰⁰⁰ C. C. S.

At & Co

pg.

June Rules 1871 - filed
with exhibits, & depositions.

July Rules - Pice taken for
consigned & set for hearing.

Octo. /71. - closed.

Apr. /72. - closed.

Octo. /72. - closed.

Apr. /73. - Reopened &
appears of Gay & Thomas &
others.

Octo. 1878. - Final decree.

bill and compelled to answer the alle-
gations thereof as fully and completely
as if they were here again repeated
and they thereupon specially interro-
gated, that your honor will
make a decree vacating and
setting aside the said deeds
and subjecting the property
therein mentioned or so much
thereof as may be necessary
to the payment of your orator's
debt, and grant the Commonwealth
writ of subpoena commanding
to and all such other and
further aid and relief as equity
and good conscience dictate
and the nature of the case require.
And as in duty bound he will
ever pray

H. G. C. J.

of bargain and sale were made with intent to delay hinder and defraud the creditors of the said Josiah P. Gay of and from what they were lawfully entitled to, that the said deeds are fraudulent and that the said Jos. C. Thomas Thomas J. Clements and A. W. Ballard well knew the same to be fraudulent and to be made with the intent to hinder delay and defraud the creditors of the said Josiah P. Gay.

Your orator is advised that the said deeds are void and that they will be set aside by a Court of Equity.

To the end therefore that justice may be done and forasmuch as your orator is without remedy in a Court of law and relivable only in a Court of Equity - where knavery of this sort are properly cognizable and relivable, he prays that the said Josiah P. Gay, Jos. C. Thomas Thomas J. Clements and A. W. Ballard may be made parties defendant to this

plantation wherein the said Josiah
P. Gay then resided containing by
estimation Four hundred and ninety
acres, and all his personal estate,
consisting of household and
Kitchen furniture, three beavy stells
apple mill and press, Cider
Casks, farming utensils, Rockaway
corn shelly, one Waggon, one Car-
riage, one buggy, one sulky and
his stock of Cattle sheep and
hogs, and all his work oxen,

That on the same day the said
Josiah P. Gay executed a deed
to the said A. W. Ballard purpor-
ting to convey to the said A. W.
Ballard in consideration of
the sum of \$825 - Two tracts
or parcels of land, one contain-
ing fifty acres the other One hundred
and thirty and one-half acres and
one other tract containing Eighty
three and one-half acres, Copies
of the said pretended deeds marked
"B" "C" + "D" are herewith submitted
and prayed to be taken as part
of this bill,

Yours ardent champion that
the said pretended deeds of

That the said debt for which judgment has been obtained as aforesaid is still wholly due and unpaid and that no execution has been issued upon the said judgment, there being no personal property in the possession of or belonging to the said Josiah P. Gay upon which an execution could be levied.

Your orator further represents that on the 10th day of May 1866, said Josiah P. Gay executed to the said Jas. C. Thomas, a deed purporting to convey to the said Jas. C. Thomas in consideration of the sum of \$2319¹²/₁₀₀ a certain tract or parcel of land called the Lawrence tract situated in the said County and containing by estimation Four hundred and twenty one acres,

That on the same day the said Josiah P. Gay executed to the said Thomas J. Clements a deed purporting to convey to the said Thomas J. Clements in consideration of the sum of \$4000, the land and

In the Circuit Court of Isle of
Wight County.

George W. Elley Plaintiff
against Josiah P. Gay
John C. Thomas, Thomas J. Clements
and A. H. Ballard, Defendants.

To Hon. George Blow, Judge of
the Circuit Court of Isle of Wight
County.

Humbly complaining sheweth unto
your Honor your orator, George W. Elley,
that at a Quarterly Term of the County
Court of Isle of Wight County held
on the 4th day of November 1869,
he obtained judgment against
Josiah P. Gay, surviving obligor
of D. W. Watkins & himself for the
sum of three hundred and twenty two
Dollars and fifty cents with interest
thereon from the 6th day of December
1858 till paid and Six²⁵/₁₀₀ of a Dollar
costs, an authenticated Copy of
which judgment is herewith filed
marked A and prayed to be taken as
a part of this bill.

Blay

M

Gay & others.

Publication of epigrams

To the Hon Geo Blom Judge of the Circuit
Court of Isle of Wight.

The petition of Wilbur
J. Kilby and R. L. Thomas respectfully represents
that Josiah P. Gay and John C. Thomas defen
dants in the suit of Geo. W. Sley vs Josiah
P. Gay & others now pending in the Cir
cuit Court of Isle of Wight have been
declared bankrupts on their own petition
that your petitioner Wilbur J. Kilby
has been duly appointed assignee of the
said Josiah P. Gay and your petitioner
R. L. Thomas has been duly appointed
assignee of the said John C. Thomas
Your Petitioners pray that as such
assignees they may be made parties de
fendant to the said suit.
Apr 20. 1873

Wilbur J. Kilby Assignee
R. L. Thomas " "

And having answered this Defendant prays
hence to be dismissed with his costs in
this behalf most unreasonably expended &
he will ever pray &c.

(Signed)

Josiah P. Gay

State of Virginia

Isle of Wight County to wit:

I Chas. Blumple as Justice of the
peace for the County aforesaid, hereby certify
that Josiah P. Gay, this day personally
appeared before me in my said County
& made oath to the truth of the statement
contained in his foregoing Answer.

Given under my hand this 25th day
of July 1891.

Chas. Blumple J.P.

Chas. Blumple
vs
In Chancery

Gay vs.

Answer
of
Josiah P. Gay

To the Honorable George Blaw Judge of the
Circuit Court of Loct Wright in
Chancery sitting.

The answer of Josiah^d
Gay to the Bill of Complaint in said
Court exhibited by George H. Eley.
against him & others: this Defendant
saying & reserving all right of exception
to the many errors & imperfections in the
said Bill contained, for answer thereto,
or to so much thereof as this Defendant
is advised it is material or necessary for
him to answer, answering says, that he
admits to be true the allegation of said Bill as to
the Judgement obtained by the said Complainant
against this Defendant as Surety obligor
of D. D. Watkins & of the respective conveyances
made by this Defendant severally to John L
Thomas, Thomas J. Clements & A. M. Ballard,
but this Defendant wholly, entirely & utterly
denies all, & every allegation of said Bill,
charging that the said Deeds or Con-
veyances were made with intent to delay,
hinder or defraud the Creditors of this Defen-
dant, & that the said Deeds are fraudulent
& void, & that all of said allegations of fraud
are false & untrue; this Defendant alleges that
each & every one of said Deeds were made
bona fide, & for legal & valuable consideration;

Eley In
vs Chancery
Gay vals

Answer
of
T. G. Clements

State of Virginia
Shelby County
J. Campbell Clerk of the Peace
for the County aforesaid, hereby certify
that J. G. Clements this day
personally appeared before me in my
said County and made oath to the
truth of the statement contained
in his foregoing answer
Given under my hand this
10th August 1871
J. Campbell, Clerk of the Peace

Exhibit
A

assets of said Debnupsey L. Watkins,
by the payment of \$400.00 as will
appear by a certified copy of the
receipt therefor (the original
being filed in the records of the suit
at law) marked A, herewith filed & prayed
to be taken as a part of this Bill.

This Defendant further alleges that
he paid one third of the said
sum of \$400.00 in compromise of
the aforesaid lien on his land,
which amount has never
been reimbursed him by said Gay
& is in addition to the consideration
that such payment of said lien made him & said
marriage in said deed
Ballard & Thoms assigns in equity of said judgment

And having answered this
Defendant prays hence to be dismissed
with his costs in this behalf most
unreasonably expended, & he will
ever Pray &c

(Signed)

Thos. J. Clements

Defendant avers that all of said allegations of fraud are false & untrue; this Defendant further alleges that said Deed was made bona fide & for the consideration named in said Deed. This Defendant further alleges that at the time of the execution of said Deed this Defendant was ignorant of a judgment in the Circuit Court of the Right of October Term 1865, prior to said Deed, against Henry S. Watkins & said Josiah P. Gay in favor of Richard B. Edwards & wife, which judgment having been docketed prior to the execution of said Deed was a lien on the land of Josiah P. Gay conveyed by said Gay by said Deed to this Defendant as well as on the other lands conveyed by said Josiah P. Gay to A. M. Ballard & John L. Thomas respectively of even date with the Deed aforesaid from said Gay to this Defendant. This Defendant further alleges that he together with the said A. M. Ballard & John L. Thomas compromised with Robert M. Edwards the Assignee of said judgment for the balance due thereon after exhausting the

To the Honorable George Blow Judge of the Circuit
Court of the County of Wright in Chancery sitting.

The answer of J. F. Clements
to the Bill of Complaint in said Court exhibited
by George W. Eley against him & others; this
Defendant saving & reserving all right
of exception to the many errors & imper-
fections in said Bill contained for answer
thereto, or to so much thereof as this
Defendant is advised it is necessary or
material for him to answer, answering
says; that he has no reason to doubt the
truth of the allegation of said Bill as to
the Judgment obtained by the said
complainant against Josiah D. Gay but he
has no knowledge of the same.

This Defendant further admits to be
true the allegation in said Bill contained
of the execution to this Defendant by
Josiah D. Gay of the Deed of Bargain &
Sale mentioned in said Bill, but
this Defendant wholly, entirely and
utterly denies all & every allegation of
said Bill, charging that the said
Deed from said Josiah D. Gay to this
Defendant was made with intent
to delay, hinder & defraud the creditors
of said Josiah D. Gay & that said
Deed is fraudulent & void; This

Eley } In
is } Chancery
Gaysals }

Answer
of
A. W. Ballard

State of Virginia
Shelby County Court:
J. B. W. Roberts) Justice of the Peace
for the County aforesaid, hereby certify
that A. W. Ballard this day personally
appeared before me in my said County
and made oath to the truth of the
statements contained in his
aforesaid Answer)

Given under my hand this
17th day of August 1891

J. B. W. Roberts J. P.

Exhibit
A

the Assignee of said Judgment for the balance due thereon after exhausting the assets of said Dempsey & Watkins, by the payment of \$400.00, as will appear by a certified copy of the receipt therefor (the original being filed in the record of the suit at law) marked A herewith filed & prayed to be taken as a part of this Bill.

This Defendant further alleges that he paid one third of the said sum of \$400.00 in compromise of the aforesaid lien on his land, which amount has never been reimbursed by said Gay & in addition to the consideration named in said Deed. And which discharge of said lien by this Defendant & said John B. Thomas & J. J. Clements Assignees in equity of said Judgment.

And having answered this Defendant prays hence to be dismissed with his costs in this behalf most unreasonably expended & he will ever pray &c

(Signed)

A. W. Ballard

the Creditors of said Josiah P. Gay
that said Deed is fraudulent &
void; this Defendant avers that all
said allegations of fraud are false &
untrue; this Defendant further alleges
that said Deed was made bona fide
for the consideration named in said
Deed. This Defendant further
alleges that at the time of the execution
of said Deed this Defendant was ignorant
of a judgment in the Circuit Court
of Isle of Wight of October Term 1865, prior
to said Deed, against Henryseyd Watkins
said Josiah P. Gay in favor of Richard
G. Edwards & wife, which judgment
having been docket prior to the
execution of said Deed was a lien
on the lands of Josiah P. Gay conveyed
by said Gay by said Deed to this Defendant
as well as on the other lands
conveyed by said Josiah P. Gay to
John L. Thomas, & J. Clement
respectively of record with the deed
aforesaid from said Gay to this
Defendant. This Defendant further
alleges that he together with the
said John L. Thomas & J. Clement
conspired with Robert M. Edwards

To the Honorable George Blow Judge of the
Circuit Court of Isle of Wight County in
Chancery sitting.

The answer of A. W. Ballard
to the Bill of Complaint in said Court
exhibited by George H. Eley against him
and others, this Defendant saving &
reserving all right of exception to the
many errors & imperfections in said
Bill contained, for answer thereto, or to
so much thereof as this Defendant is
advised it is material or necessary for
him to answer, answering says; that he
has no reason to doubt the truth of the
allegation of said Bill as to the judgment obtained
by the said complainant against Josiah
P. Gay, but he has no knowledge of the same.
This Defendant further admits
to be true the allegation in said Bill
contained of the execution to this
Defendant by Josiah P. Gay of the deed of
Bargain & Sale mentioned in said
Bill, but this Defendant wholly
entirely & utterly denies all other
allegation of said Bill, charging
that the said deed from said Josiah
P. Gay to this Defendant was made
with intent to delay, hinder or defraud

State of Wisconsin
Sale of Wright County Tract;
J. C. Thomas vs. Justice of the Peace
for the County of Forestburg hereby certify
that J. C. Thomas the said Justice
appeared before me in my said
County & made oath to the truth
of the statements contained in his
foregoing statement
5th day August 1871
J. C. Thomas
J. C.

Eley } In
vs. } Chancey
Gayles }

Answer
of
J. C. Thomas

Filed 7th Aug 1871

Exhibit
A

after exhausting the assets of said
Dempsey D. Watkins, by the payment
of \$400.00, as will appear by a certified
copy of the receipt therefor / the
original being filed in the record
of the suit at law) marked A herewith
filed & prayed to be taken as a part
of this Bill.

This Defendant further alleges
that he paid one third of the
said sum of \$400.00 in compro-
mise of the aforesaid lien on his
land, which amount has never
been reimbursed him by said
Gay & is in addition to the considera-
tion named in said Deed.

And which discharge of said lien by
this Defendant & said A. M. Ballou &
J. H. Clements Assignees in equity
of said Judgment.

And having answered this Defendant
prays hence to be dismissed with his
costs in this behalf most unreasonably
expended, & he will ever pray &c

(Signed) John C. Thomas

all of said allegations of fraud are
false & untrue; this Defendant further
alleges that said Deed was made bona
fide & for the consideration
named in said Deed. This
Defendant further alleges that at
the time of the execution of said
Deed this Defendant was ignorant
of a Judgment in the Circuit Court of
Isle of Wight of October Term 1865, prior
to said Deed, against Dempsey &
Watkins & said Josiah P. Gay in
favor of Richard B. Edwards & wife,
which Judgment having been
docketed prior to the execution of
said Deed was a lien on the land
of Josiah P. Gay conveyed by said Gay
by said Deed to this Defendant as
well as on the other lands conveyed
by said Josiah P. Gay to A. M. Ballard &
J. J. Clements respectively, of record
with the Deed aforesaid from said
Gay to this Defendant. This Defendant
further alleges that he together with
the said A. M. Ballard & J. J. Clements
compromised with Robert M.
Edwards the Assignee of said Judgment
for the balance due thereon

To the Honorable George Blow Judge of the
Circuit Court of Eschewight in chancery
sitting.

The answer of Arthur Thomas
to the Bill of Complaint in said Court
exhibited by George W. Eley against him
and others, this Defendant saving & reserving
all right of exception to the many errors &
imperfections in said Bill contained, for
answer thereto, or to so much thereof as this
Defendant is advised it is material or
necessary for him to answer, answer-
ing says, that he has no reason to doubt
the truth of the allegation of said Bill
as to the Judgment obtained by the said Com-
plainant against Josiah P. Gay, but he has
no knowledge of the same.

This Defendant further admits to be true
the allegation in said Bill contained of the
execution to this Defendant by Josiah P.
Gay of the Deed of Bargain & Sale mentioned in
said Bill, but this Defendant wholly
entirely & utterly denies all every allegation
of said Bill charging that the said Deed
from said Josiah P. Gay to this Defendant was
made with intent to delay, hinder or
defraud the Creditors of said Josiah P. Gay &
that said Deed is fraudulent
void. This Defendant avers that

On the 27th day of April 1871. I delivered a true copy
of this summons to Josiah P. Gay, J. J. Clements, and
A. W. Ballard in person. J. C. Thomas not being
found at his usual place of abode & delivered
a true copy of this summons to Mrs R. Thomas.
The wife of J. C. Thomas, after having explained
its purport to her.

E. J. Chapman Shff

George W. Clegg

V. ^{Shff} ^{Spa. in}
Clegg.

Josiah P. Gay.
Mrs. C. Thomas.
J. J. Clements &
A. W. Ballard.

To May Rules 1871.

Clerk of Court.

Hinton, Coode & Chaplain

sg.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*Josiah P. Gay, John
C. Thomas, Thomas J. Clements and Augustus W.
Ballard*

to appear at the Clerk's office of our *Circuit* Court for the County of Isle of Wight, on the
first Monday in *May* next, 1871, being rule day, to answer a bill in chancery, exhibited
against *them* by

George W. Elvey

and unless *they* shall answer the said bill by the
next rule day thereafter, the court will take said bill for confessed, and decree accordingly. And have then
and there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at his office, this *25th* day
of *April* 1871, in the *95th* year of the Commonwealth.

N. P. Young CLERK.

~~And~~ The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Geo. W. Eley

2
3 } Sum. for
d. } Wilkes

J. P. Gay talr.

To 9th. Augt. 1841.
before Court. at
Court House.

Exceeded by deliv-
a true copy of this
sum to each party

E. J. Chapman Sg

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight—Greeting:

WE COMMAND YOU TO SUMMON H. H. Womble, Joseph Shum, Geo. T. A. Johnson,
E. A. Clay, Irvin W. Duck, James E. Nelson, Matthew H. Carr, Emanuel Turner,
Abram Duck, Nathaniel Bradehead, Adam Bradehead & William Duck
to appear before ~~me~~ N. P. Young Commissioner of the Circuit Court of the County of Isle of
Wight, at the Courthouse, on the 9th day of August 1871, to testify and the
truth to say in behalf of George W. Clay
in a certain matter of controversy in said Court pending and undetermined, between said Clay

Plaintiff,

And J. P. Gay, L. C. Thomas, A. W. Ballant & J. F. Clements Defendant, &
and this they shall in no wise omit under the penalty of the law. And have then there
this writ.

Consent.
Witness, N. P. YOUNG, Clerk of our said Court, this 2nd day of July
A. D. 1871, in the 96th year of the Commonwealth.

N. P. Young Clerk.

Executed by delivering to the within named
J. B. Duck & B. B. Crenshaw & Henry Chapman
and Emanuel Turner & true copy of
the within Seniors Sept 24th 1873
R. A. Coanworts
for L. B. Coanworts Sept 24th

Geo. W. Lloyd

vs. 3 Shw. for
3 wts.

J. P. Gay & als.

To of the of Acts. 1849
before court.

V

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight—Greeting:

WE COMMAND YOU TO SUMMON *J. W. Duck, Hardy Chapman,*
Charles B. Crumpler and Emanuel Turner

to appear before *N. P. Young* ^{Commissioner} of the *Circuit* Court of the County of Isle of
Wight, at the Courthouse, on the *19th* day of *October* 187*8*, to testify and the
truth to say in behalf of *George W. Eley*

in a certain matter of controversy in said Court pending and undetermined, between *said Eley*
Plaintiff,

and *J. P. Gay, & others* Defendant,*s*

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

Witness, N. P. YOUNG, ^{Comm.} ~~Clk~~ of our said Court, this *19th* day of *Sept* A. D.

187*8*, in the *9th* year of the Commonwealth.

N. P. Young comm.

Clay vs. $\frac{1}{2}$ Defco.
Gay tal.

May 25th 1894.
filed.

of buying bacon, said he was out &
wanted some - The hams I sold him
were considered good.

And further the deponent saith not.

Geo W Eley

I certify that the foregoing deposition
was taken and subscribed to before
me on the day & place mentioned in
the caption.

J. P. Young Com.

May, 1865, ~~before~~ - I think this entrance
was in March, 1866, certainly not later
than April.

And further the deponent soeth not,

W. I. Timpler

Geo. W. Eley being duly sworn, to quest.
by plf.'s atts. deposes & says -

I was at Gumi some three or four years ago,
whilst in Mr. J. C. Thomas' store, Thomas G.
Boykin was then spoke to Mr. Thomas about
buying the timber on the land ~~said~~ ^{conveyed} by J. P. Gay
to said J. C. Thomas - Mr. Thomas said he
did not know the land nor did he know
much about the timber & turned to me
& said Geo. you know all about, I replied
yes, that there was right smart. I sold
Mr. Thomas in Oct^r, 1848, some 77 lb. of hams.
I supplied ~~to~~ In regard to these hams, Mr.
Thomas said he was out of bacon, but could
send to Capt. Adams in Norfolk to get it for
him - I sold it to him the paid sum.

I applied to Mr. J. P. Gay to know if he
intended to pay me the balance of the
debt he owed, he said he was not
able - I at once gave the bond to Mr.
Kell for suit. I lived near the land so
conveyed in my early days & was familiar
with the land. Mr. Thomas was in the Capt.

the store I mentioned this to Mr. Thomas. I understood from him that he did not know such a deed had been recorded, but inferred from what he said that such a deed was in contemplation but that he did not know it had been ~~perfected~~ completed. Mr. Gay had an acct. Mr. Thomas in May 1866, or about that time & it is likely that Gay's credit exceeded his debits. At that time Mr. Gay & Mr. Thomas had a settlement & Mr. Thomas gave Mr. Gay his bond for a balance due Gay - afterwards about, 1868, Mr. Thomas took the books & he Mr. Gay went to themselves & had some settlement, but what I know not. I know that the books which I kept, showed that there had been a settlement between them. The store house was a small shed. They went into the yard & began then being built by Thomas & Gay.

The books referred to by me contained other accts. than those of the store. Mr. Thomas in 1865, bought brandy of Mr. Gay. In their settlement in 1866, the brandy was carried into it & then it was that the bond alluded to heretofore was given. I am inclined to think that Mr. Thomas & Mr. Gay acct. on that settlement went back to

little gray horse, the same his widow now
has in possession -

The Lym^d -

Mr. Gay was in the habit of loaning corn
& to his neighbors - I don't know when
Thomas got the stuff he was loaning -

& Lym?

I don't know the size of Gays crop on the
Thomas land - It was a corn crop - I don't know
whether or not he sold his corn made
on that land.

And further depont saith not.

W. Deeth

C. B. Crumpler being sworn for oaths to
assist by Pth. Court says.

I lived with Mrs. C. Thomas in the
Co. of clk. from Octo. 1865 to
Dec. 1869, so far as his more or less
business was concerned & was acquainted
with it - Whether he was previously
able in 1866, to buy a tract of land
or not, I do not know - Some time
in 1866, about May, June or July I attended
the Courthouse & saw at the door a list
of conveyances that had been recorded.
I saw on this list a deed from J. P.
Gay to J. C. Thomas - On my return to

refrain on the place. I think the last
timber I cut for him was about three years
ago, but I sold him timber four years ago.
The store house W. Clements rented from
me is about one mile from W. Clements
residence & is regarded as a good stand
for business. It was enough, with a reliable
clock for him to have lived at his house
& carried on business at the rented store house.
I expected to raise the water at my mill
about a foot, and I applied to W. Clements,
W. Gay & W. Thomas for permission, being de-
sirous to have full permission for all this.
On one occasion before that I did apply
to W. Clements alone. ^{to Mr. A. W. Pollard} All consented as
they were anxious for me to put up the
mill. W. Gay did not claim any right
to object nor did he set up any title
to the land that I heard Clements owned,
formerly Gay's, comes out near where I built
a house for my daughter in, 1871, and
saw W. Thomas' conveyance come out of
the avenue with provisions. This avenue leads
through W. Clements' place to Thomas' place.
Before that time I had seen Thomas' teams
at other points heading from his place in
that direction. W. Gay told me he
was cultivating his crop on Jno. B.
Thomas' land. He was working with a

John W. Duck being first duly sworn, for
and to just? by jll fs. Counsel and. & says.

I know the place conveyed by Gay to Clements,
Gay continued to live there up to his death.
Mr. Clements seemed to have the control
& management of the place - Mr. Gay seemed
to have some little patches, but I think on
D. C. Thomas land ^{conveyed to him by Gay} I do not know that Gay
ever had any crop on Clements' land. When
I saw him he was on the Thomas land.

In the fall of 1869, I rented my store house
to Mr. Clements, who had an idea of going
into much better business - Some few months
after he came & said he had changed his
mind, would remain where he was. He
never gave me any other reason for ^{intention of} leaving
where he was, as his wife was opposed to his
going into much better business. At the time
that I. P. Gay made his deed to J. F. Clements,
A. W. Ballard & L. C. Thomas ~~at~~ respectively
they were the sons in law of Gay.

Cross Exam.

Before the conveyance from Gay to Clements,
the latter seemed to have not much control
on the place - After word he made repairs
on the place and seemed to have the
management and control of the place.
I have cut timber for Mr. Clements for

to said Ballard as well as from that he
conveyed to J. L. Thomas. I hauled these
staves for Mr. Gay by contract with him,
they were carried to Windsor & Mr. Gay paid
me for the hauling. This was done after
Mr. Gay made the deed to said Ballard
and Thomas. I think I hauled some ten
or a dozen loads of these staves. They were
sold to Nelson & Mr. Gay was along with them
at the time.

Crop Year?

I know that Mr. Gay was at Nelson's when
the staves were carried. I heard no bargain
between Nelson & Gay for the staves. Do not
know whether Mr. Gay was acting as agent
for Mr. Ballard & Mr. Thomas or not.
I have seen Mr. J. L. Thomas' carts haul
corn fodder by my house, but I don't
know where it came from. The road by
my house is the best road from Mr. Thomas'
place to here. It is about one fourth mile
from my house to Mr. Clement's house, and
about one mile to Clement's line. I go to his
house but seldom. I don't know who has
been managing the place when Clement's line.
I did ask Mr. J. L. Thomas last year or the year
before, to let me get some mud out of a pond
on the land. And further deposit with me
Emanuel Turner

reach come for apprehension but that
if any thing should happen he would
give me notice in time to look out for
myself. Mr. Gay once said to me, of
security debts, and that times were hard
& they gave him more trouble than any
thing else. I heard Mr. Gay say to Mr.
Jas. C. Thomas to the occasion of a hunt,
about two years ago, that he killed some
hogs that were fatted by him from corn
made on Jas. C. Thomas land, and that
the hogs were so nice that they were
thought to be old hogs. The conversation
as to his, Gay's, trouble about security debts
took place on the same day of this hunt.
* And further the deponent soith not.

W. Chapman

Enclosed Turner being first duly sworn
in answers to qu. by plf. counsel deposes says
I know the tract called the Sawrce tract
conveyed to Jas. C. Thomas by J. P. Gay in
1866 - Cultivated said land in 1863, 64,
65 & 1866, having rented it from J. P. Gay -
For the year 1866 I paid W. Gay one third
of the crop for rent as I had done before.
I know one piece over the mill which J. P.
Gay sold to A. W. Ballard, I also know that
W. Gay got stoves from the land conveyed

44

The Deposition of Hardy Chapman
Emmanuel Turner John W. Duck Charles P.
Crumpler and George W. Clay

taken before N. P. Young Commissioner in charge
of De Witt County Court and returned to
order to be read as evidence in behalf
George W. Clay plaintiff in Clay suit pending
in the Circuit Court of said County in which
said Clay is plaintiff and J. J. Clements,
et al. are defendants. Dated at May 25th 1874.
Subscribed and sworn to before me at the Court House of
De Witt County, Mo. this 25th day of May 1874.
Deposant Hardy Chapman being duly sworn
to give the following answers to my questions.

I know Josiah P. Gay very well. He had lived
for many years on the farm where he died
and for some years in the house where
he died. I do not know whether the place is the
same Mr. Gay conveyed to J. J. Clements but I
know that Mr. Clements lives at that place
& did live there some years before Mr. Gay died.
Mr. J. J. Clements married Mr. Gay's daughter
in 1865, and has been living at that place
ever since. I saw J. P. Gay writing as above,
for Dr. E. Holland. I had apprehension of
danger thereby & spoke to Mr. Gay about it
and told him he must not let me know
any thing. He replied that there was not

gave Mr. Gay permission to Cultivate the
piece of land around the grave yard as
mentioned?

Ans.
Ques.

I don't know.

Do you cultivate any land for Mr. Chumley
and if so upon what terms?

Ans.

I cultivate a portion of his land. I have
one third and he two thirds of the crop.
on these terms I have made crops in
1870 & 1871.

Ques.

Was not your son in Mr. Chumley's employ at
when Mr. Gay cultivated the land around the
grave yard & if so did he not let him
plough the said land?

Ans.

He was employed by Mr. Chumley & did not
in ploughing said land.

And further: the deponent so it is not.

William ^{his} Duck
made

Eliza
Gay
depos.

G. H.

9 - Aug. 1871 filed

Ques.

What was done with Mr. Gay's help?

Ans.

He got some Coats & hauled them to Windsor.

Ques.

What quantity of staves did you get.

Ans.

I never kept any account of them

& Edwards.

Ques.

Do you know whether or not John E. Thomas has had ~~Coats~~ and fodder from the land he bought of Mr. Gay.

Ans.

He has.

Ques.

When and how often have you known him to get coats & fodder from that land.

Ans.

He has had some fodder from there twice this year & I think he had some from there last year.

Ques.

When Mr. Gay employed you to get staves on the Ballard land, did he tell you that he had authority to do so from Ballard

Ans.

He did

Ques.

Do you know whether or not Mr. Blumette

Acc'd further this defendant with out
I mean Duck
William Duck being duly sworn says

Test in
Chief

Do you know whether Mr. Joseph P. Gay
in the year, 1840, cultivated any of the
land he had conveyed to J. J. Bennett?
He did cultivate a little piece, and made
about one and a half barrels of corn,
around the grove yard to keep the briars
down.

Test

Have you ever got any staves from the
land which Mr. Gay conveyed to Ballard
I have.

Ans.

Test.

With whom did you make your bargain
to get said staves.

Ans.

I made it with Mr. Gay who Mr. Ballard
had employed to have his timber got up

Test.

How do you know Mr. Ballard had so
employed Mr. Gay.

Ans.

Mr. Ballard told me he had.

Test

When did Mr. Ballard tell you so?

Ans.

He told me two or three months ago.

Test.

When did you get the staves.

Ans.

Last fall.

Test.

What was the bargain you made
with Mr. Gay.

Ans.

To get the staves on horses.

said when a man before the war
had become recently free was the
owner of negroes and had lost them
that ought to make a difference
Ans? I understood Mr. Thomas to say in reply
to my remark about Gay, that if a
man had become recently free a person
who owned negroes and that person had
lost them, then that ought to make
a difference.

+ Eyd.

Quest. Does not your remark about what you
had heard about W. Gay's disposition
of his property immediately follow on by
your remark that W. Gay thought as
you did about security debt?

Ans. I thought but did say what I thought
and further this defendant saith not.

W. H. Carr

Absam Duck being duly sworn says.
Quest. in chf. State if you bought piece of land
from Josiah P. Gay in 1865, if so state
how much you have paid him and
how much you still owe him?
Ans. I bought land of J. P. Gay in 1865, for
which I was to pay \$450.⁰⁰, I have
paid a little over \$100.⁰⁰ the bond for
the land & the balance is still due.

Chas. Foxcroft.

Quest.

Charge your memory and say if you can, whether Mr. Thomas did not say, if a man owed money before the war and lost his property his creditors ought to take fifty cents to the dollar with interest?

Ans.

Yes, I think he did.

Quest.

Was not that the difference he stated between such a case and that of security generally?

Ans.

I think that was his meaning of it.

Quest.

Did he in that conversation mention the name of Mr. Gay of any other person?

Ans.

Not that I recollect.

Quest.

Was Mr. Thomas' remark, mentioned by you, made in answer to your remark about what you had said about Mr. Gay or was it in reply to your remark about not paying security money?

Ans.

I don't recollect.

Re exam? in chief.

Quest.

Are you correct in saying about that you remarked to Mr. Thomas you had heard that Mr. Gay had disposed of his property to avoid the payment of security debts?

Ans.

I am correct in that.

Quest.

Are you correct in saying that in reply to your remark about Mr. Gay, Mr. Thomas

Matthew H. Carr being duly sworn, deposes,
and says.

Ques. McC. Did you ever have any conversation
with Jas. C. Thomas about Josiah P. Gay's
disposing of his property to avoid the
payment of security debts, if so, state
when and where the conversation
occurred, and what was said?
(This question is excepted to as to all the
defendants except John C. Thomas.)

Ans. I was at Quincy last spring & in a
conversation with Mr. Jas. C. Thomas, the
conversation turned upon paying security
money, Witness said he did ~~not~~ think a man
ought to pay security money, Thomas said
he ought to do so - Witness said she had
heard that W. L. P. Gay had ~~disposed~~ ^{disposed of}
his property to avoid paying security
debts, Thomas said if a man before the
war had become security & had owned
negroes and lost his negroes, it ought
to make a difference.

Ques. Did Thomas deny that Gay had disposed
of his property with the view of not paying
security money?

Ans. No, he did not deny or admit it & I
thought he ^{Gay} was of my opinion about
such a matter.

Ans. I coll it six miles.

Quest. Did you in 1840 sell any corn to Jas. C. Thomas.

Ans. I have been in the habit of selling him corn for the last few years - I sold him some last year & some this year.

Quest. Have you known him to get any corn from the place conveyed to him by W. Gay since the deed was made?

Ans. No.

Quest. Do you know whether W. Gay has offered to sell any of the land he conveyed to Clements, Ball and Thomas since he made them deeds?

Ans. I don't know how long since the deeds ^{made} were, but two or three years ago he sold land but didn't think it part of the land conveyed by Gay to the parties aforesaid, & expressed.

Quest. Does W. Jas. C. Thomas keep a store & tavern?

Ans. He keeps a store & bar, what you may call a tavern.

Quest. Does he buy corn to sell?

Ans. I do not know

And further this deponent saith not.

Adm^{fr} & Bradshaw
Mark

but I do not know when the cows were
made.

Quest. In your examination in chief, you
spoke of the logs as found from
corn taken from Mr. Gays barn, was
the barn spoken of, on the land of
Mr. Clement, or that of Mr. Thomas?

Ans. The barn was on the tract called
Mr. Clement,

Quest. Is there any barn on the Thomas
tract?

Ans. There was none there in 1869,

~~and further this deponent saith not~~

Quest. Who hired you & paid you your
wages in 1869,

Ans. Mr. Clement, hired me & paid me
to work on his farm 12 months
and I did it.

And further this deponent saith not

Nathaniel^{his} Bradshaw
mark

Aldem Bradshaw being sworn, deposes
as says.

Examination in Chief.

Quest. How far do you live from Mr. C. Thomas?

Ans. I call it five miles.

Quest. How far is it from Mr. Thomas' to
Mr. Josiah P. Gays.

Ques. I think to Smithfield or Accomack.
Did you ever know Mr. Geo. C. Thomas
to carry any bacon or corn from there
while you lived there?

Ans. I never did.
Ques. Who fed Mr. Gays horse while you
were there & where did you get the
feed?

Ans. I fed a horse that was called
Mr. Gays with corn & fodder of
Thomas J. Clement.

Ques. Did Mr. Gay claim that horse?
Ans. He generally drove him.

X Examined.

Ques. Describe the horse alluded to as
driven by Mr. Gay?

Ans. He is a small gray horse that
Ques. was brought there in 1869, the
first part of the year and said to
have been brought from Bottomon.

Ques. Was the horse fed from corn from the
John C. Thomas land or from the Thomas
J. Clement, land?

Ans. In the latter part of the year he
was fed from corn made on Clement,
land as I helped to put the corn in
the crib. The first part of the year
he was fed out of Clement, land.

Ques. What amount of money, in all, have you sent to Mr. Gay for Stoves?

Ans. I have no idea. It might have been \$20.⁰⁰ \$10.⁰⁰ \$50.⁰⁰ or \$75.⁰⁰

And further this deponent saith not.

John E. Kelme,

Attorney and Bradshaw being duly sworn deposes and says,

Ques. Where did you live in the year 1869.

Ans. At Thomas F. Clement's.

Ques. Did John P. Gay live at the same place that year?

Ans. He lived in the same house.

Ques. Did he have any hogs there?

Ans. There ^{were} some there that he fed.

Ques. Where did the corn come from that he fed them with?

Ans. He got the corn out of his own field.

Ques. Where was the corn raised?

Ans. It was raised on the land called Mr. Jno. C. Thomas.

Ques. What was done with the hogs after they were fattened?

Ans. Mr. Gay had them killed & cured into bacon.

Ques. What was done with the bacon?

Ans. Mr. Gay carried it from house

Ques. When Mr. Gay was paid for slaves did he represent himself as acting as agent for any one?

Ans. I don't recollect paying Mr. Gay any money in person, it was sent to him by post, bringing the slaves.

Ques. Did you ever have any conversation with Mr. Gay about the slaves?

Ans. I think he may have asked me on one occasion the price of slaves, but am not certain of that.

Ques. Did he ever say to you that he was acting agent for any one in selling slaves?

Ans. He never did that I recollect of now.
+ Examined

Ques. Why do you speak of some of the carts as Mr. Gays carts?

Ans. Because there was a horse hitched to the cart which I had seen Mr. Gay, after driving & dismounted it him.

Ques. Did you ever see any other person drive said horse & if so whom?

Ans. I have seen Mr. Thos. J. Chant, & Mr. Jas. A. Thomas, both, drive him.

Ques. Did you ever hear Mr. Gay claim ownership of that horse?

Ans. I never did.

James E. Helms being duly sworn deposes
and says.

By Counsel for plf.

Q. Where do you reside and what is
your occupation?

A. I reside at Perkasie and am a
merchant principally.

Q. Have you at any time within the last
twelve months, purchased any staves from
Mr. Jos. P. Gay?

A. I have not made any direct bargain
with Mr. Gay for staves, but his, Coats &
other coat, have brought them to my
place & I have paid Mr. Gay for them.

Q. Do you know from what land the staves
were gotten?

A. I do not.

Q. With whom did you bargain for the
staves?

A. No one particularly.

Q. Did Mr. Gay come along with the coat,
that brought the staves.

A. I am not certain that he did & I
think he came once.

Q. Did you pay him for the staves in
money or goods.

A. I don't think he bought any or but
few goods, he was paid in money.

after he conveyed it to Clement.

Ans. He did.

Ques. Do you know of W. Clement, (writing)
any other place last year or this year
of moving to it.

Ans. I do not.

Ques. What is the family connection existing
between W. J. P. Gay and Messrs. Clement,
Ballard & Thomas the Defts.

Ans. Messrs. Clement, Ballard & Thomas, each
married a daughter of W. Gay.

I Explain.

Ques. When W. Gay bargained with you for
the office on the Thomas, land or men-
tioned in your examination in chief,
as the agent of Thomas, did he show
to you or speak of a power of attorney
from Thomas for that purpose?

Ans. No.

And further this deponent saith not.
Jas. H. Johnson

Ques. I know where they live.
Qu. Do these two tracts adjoin each other?
Ans. They do.
Qu. Is there an orchard on these tracts?
Ans. There is a separate orchard on each.
Qu. Did you ever save the apples from these orchards & if so in what year?
Ans. I did save the apples in both orchards in 1848.
Qu. Who employed you to save the said apples?
Ans. Mr. Gay employed me to save the apples in the Thomas Orchard, and the apples in the orchard on the Clements land. I bought of Mr. Clements.
Qu. What was done with the product of the apples from the Thomas tract?
Ans. The brandy made from them, after taking out my share, was delivered to Mr. Gay. As Mr. Gay had said that he was acting as agent for Mr. Thomas.
Qu. Where does Mr. J. J. Clements live?
Qu. He lives upon the place conveyed to him by Mr. P. Gay.
Qu. Does Mr. Gay live there too?
Ans. Yes.
Qu. How long has Mr. Gay lived at that place?
Ans. I can not tell, I know he lived there four years whilst I was in the neighborhood.
Qu. Did he continue to live at the place

timber from the land of which you speak.

Ans.

Some four or five rods.

Re examined by Deference by agent.

Ques.

Were there any fat hogs on the place
^{about}
~~within~~ two years since, and to whom did
they belong?

Ans.

Some two years ago I saw some fat hogs
on the land ^{observed} & asked Mr. Gay ~~where~~
hogs they ~~saw~~ you how some men
hogs here; his reply was, they are Mr.
C. Thomas' hogs, I fattening them on
corn made here on Mr. C. Thomas' land
Re examined by plf.

Ques.

Did Mr. Gay say that the hogs were
Mr. C. Thomas', or that the corn was
feeding to them belonging to Mr. C. Thomas'?

Ans.

He said they were Mr. C. Thomas' hogs
and I am fattening them on corn made
on Mr. C. Thomas' land.

And further this defendant doeth not
Jesse H. Hilly

Joseph H. H. Johnson being duly sworn de-
poses and says.

Ques.

Do you know the tract of land in this
county conveyed in May, 1866, by Josiah
& Son to Thomas J. Clements & Mr. C. Thomas,

1

^{Some years}
But, since he has said it was for
Mr. Thomas.

Ques. Did you while cultivating the land,
understand that Mr. Gay was acting
as agent for Mr. Thomas?

Ans. No I did not at first so understood,
but for the last two years I did so un-
derstand that he was acting for Mr. Thomas.

Ques. Has Mr. Geo. C. Thomas, since you have
been cultivating the land, hauled corn &
fodder from it?

Ans. I have not seen him haul any but I
heard others speaking of it.

Ques. Have you ever applied to Mr. Thomas to get
trunk & sending up off said land?

Ans. I have since he sold his Timber of the land
but did not before.

Re Eyound

Ques. How then did you understand in the
last two years, that Mr. Gay was acting
for Mr. Thomas as agent when he rented
the land to you.

Ans. What understanding I had about it, I
had it from Mr. Gay.

Ques. What did Mr. Gay say to you about it.

Ans. He said he was getting it out for Geo.
C. Thomas.

Ques. How long since Mr. Thomas sold the

Test. by
Plf. atty.

Joseph Spiving being sworn, deposes & says.

Do you know the tract of land in this County which was conveyed in May 1866, by Joseph P. Gay to John C. Thomas?

Ans.^r

I do know the tract of land.

Qs.

Did you ever cultivate the said tract of land & if so in what year.

Ans.

I cultivated a small portion of it for the last three or four years (I can do so this year in 1869 & also in 1870).

Qs.

With whom did you make your contract for the rent of said land?

Ans.

I rented it of Mr. Gay.

Qs.

What rent did you pay & to whom did you pay it?

Ans.

I paid one third of what I made on the land to Mr. Gay.

Qs.

Did you ever have any thing to say or to do with Mr. Thomas about the rent?

Ans.

No sir.

+ Examined by Defendant.

Qs.

When Mr. Gay rented you the land refused to, did he represent that he was renting for himself or as the agent of Mr. John C. Thomas?

Ans.

~~I understood~~

He did not say at first whether for himself or Mr. Thomas, ~~but~~ the

at the time - marked X as a point of this deposition.

Ques. ¹ Cross Examined by Atty. for Defts. C. B. Hayden -
Did you not on the occasion of Mr. Thomas' visit say to him that Mr. Gay had given Mr. Clements more property than he had given Mr. Thomas?

Ans. I think I did.

Ques. What was Mr. Thomas' reply?

Ans. I think he said he was satisfied, & that he had got the very property he wanted.

Ques. State whether or not he said also in reply that if Mr. Gay had given Mr. Clements any property, he knew nothing of it, that he had given him none?

Ans. I cannot say that I recollect it. He may have said so, but I don't recollect it.

Ques. Are you positive of the date of Mr. Thomas' visit to the Clerk's office referred to?

Ans. I think I am.

Ques. Do you recollect how he came to the office?

Ans. I do not.

And further this deponent soeth not.

A. S. Worthington

Ans.

John C. Thomas in regard to the deed made
by Josiah P. Gay to him, bearing date
the 10th day of May, 1866? if so please
state where and when said Conveyance
took place, and all that was said.
On the 21st. or 22^d. of May, 1866, Jno.
C. Thomas came to the Clerk's office of
Ile of Wight County and enquired if there
was any deed of bargain & sale from
Mr. Josiah P. Gay. I told him there was
and showed him the Deed. book & he
examined the deed from Mr. Gay to him.
He, Thomas, said he did not know any
thing about it until last night, that
his wife came from her father, or his father.
I don't recollect which, and told him of it,
and he thought he would come to the
office and look for himself. When Mr.
Young came to the office, he asked if any
one had been there, I told him that Mr.
Jno. C. Thomas had been to look at the deed
Mr. Gay had made to him. Thomas, Mr. Gay
said to me make a note of it for I would
be called on about it just as certain as
God was in Heaven, as there would be
a suit about it. The Deed referred to was
recorded 14th of May 1866. I then with
file the note or memorandum I made

The depositions of H. N. Womble, Joseph
Skiving, Joseph P. H. Johnson, Nathan
Bradshaw, John E. Nunn, Adam Brad-
shaw, Abr. Duck, & William Duck
taken before N. P. Young Commissioner in
Chancery of the Circuit Court of Ish of Wight
County, to be pursuant to notice, to be
read as evidence on behalf of the Grantee
in the suit of George W. Eley vs. Eley against
Jerrick P. Gay, Mrs. C. Thomas, J. J. Clements,
& A. W. Ballard after proceeding in
said Court, Taken this 9th day of
August, 1866.

Q. H. N. Womble being duly sworn says,
Ans. by self. What was your occupation during the
year, 1866?

Ans. I was Farmer & also Deputy Clerk of the
County Court of Ish of Wight County.

Int. by same. A copy of a Deed from Jos. P. Gay to J. J. Clements
also copy of Deed from Jerrick P. Gay to A. W.
Ballard & also copy of a Deed from Jerrick P.
Gay to Mrs. C. Thomas, marked respectively B.
C. & D. are shown to you, please state,
if you know, who brought the originals
of said deeds to the Clerk's office to be
recorded.

Answer
Int. I think Mr. Thomas J. Clements brought them
Did you ever have any conversation with

I that on the payment of the said fifty
 per cent of said debt & interest, subject to
 said credit, the said Plaintiff
 will dismiss said Chancery suit,
 each party paying his own costs.
 In testimony whereof the said parties
 have hereunto set their hands & seals
 This 9th day of September 1874

Geo W Coley Seal
 J. G. Thomas Seal
 Geo. W. Clements Seal

Amount to be paid \$267.01
 with int. from Sept 13th 1874

\$267.01
 89.00

Geo. W. Coley

p

Gay et als

Agreement of Settlement
 Deco. 5th 1874, filed

Whereas an unpleasant controversy
exists between George W Ely, ~~for~~ the one
part, & Tho C Thomas, Thomas J Clement
& A W Ballard on the other part, out of
which controversy the Chancery suit
has originated, now pending in
the Circuit Court of the County of
Ile & Wight, in which the said
George W Ely is Plaintiff, & the said
Tho C Thomas, Thomas J Clement &
A. W. Ballard are Defendants, all
the parties to said suit being members
of the Christian Church & whereas the
Rev Samuel Shibley a Pastor in said Church
without deciding on the merits of said
controversy has recommended a settle-
ment of the same, the parties to said
suit in accordance with said recommenda-
tion do hereby agree to settle the said
suit on the following terms: to wit
that the said Defendants will pay to the
said Plaintiff will accept the half of
the debt interest, the amount of the
judgment, of Ely & Gay Senior's obliger
of himself & E & W Atkins,
subject to a payment of One Hundred ~~and~~
~~Eight~~ Dollars ~~on~~ on the 15th day of December 1876
which said the said Plaintiff will
accept in full discharge of said Judgment

G. W. Ely

^H
Luz + Co

The undersigned G. W. Ely Plaintiff
in the suit in Chancery pending
in the Circuit Court of the
County of George W. Ely vs Sarah P
Ely, Geo C Thomas - Trust

Clement & A. W. Ballard
hereby certify that the claim
the subject matter of said suit -
has been satisfied in full & the
cost of said suit paid as per
agreement herein filed. There-
fore hereby consent to the dismissal
of said suit & each party pays
of any his share of the
unpaid cost.

Oct 20/92

Geo W Ely

Wm
Geo R. Thomas

Eley

4

Gay clothes

silver

Apr term 1878

Geo. B. Scott.

1

Entered

Geo W. Clay

vs

Isaac P. Gay & others.

It appearing to the Court
that the Defendants Isaac P. Gay and John C.
Thomas have been declared Bankrupts upon
their own petition. ~~And~~ that Welburn J. Kelly
has been appointed the assignee of the said
Isaac P. Gay and R. S. Thomas has been
appointed the assignee of the said John C.
Thomas. it is ordered, that this suit be re-
opened against the said Kelly and the said
Thomas as assignees aforesaid.

Eley.

1872
Eley

Final Decree
Oct Term 1878.
To be entered

Geo. B. Blow.

Entered 36

Eley

vs

Gage

On motion of the Plaintiff it is
ordered that this suit be dismissed from the
docket each party paying his own unpaid costs
if any

Geo. W. Eley

vs. { Copy of
Judgment

J. P. Gay Esq: &c

=

"a"

Fee 30¢

In Isle of Wight Quarterly Court, November 4th 1869

George W. Eley

Pliff:

vs.

In Debt

Josiah P. Gay surviving obligor of D.D. Watkins & Deft:
himself.

The Judgement at Rules not having been set aside, and the plaintiff being now entitled to a final Judgement. It is considered that the plaintiff recover against the defendant three hundred and twenty two dollars and fifty cents, with interest thereon from the 6th day of December 1858, till paid, & his costs in this behalf expended —

Costs. \$6.28

A Copy

Teste. C. H. Hart, D.C.

for N. P. Young clk:

No Execution has ever been issued on the above Judgement —

C. H. Hart, D.C.

Josiah P. Gay
to { Copy of
Deed -
John C. Thomas

"B"

Dec. 35-9

\$2319. $\frac{12}{100}$

This Deed made this the 10th day of May 1866, between Josiah P. Gay & John C. Thomas both of the County of Isle of Wight & State of Virginia Witnesseth: That in Consideration of the sum of Twenty three hundred and nineteen dollars & $\frac{12}{100}$ cts do grant to the said John C. Thomas one tract or parcel of land Containing by estimation Four hundred and Twenty one acres, be the same more or less & is the tract Called the "Lawrence Tract" but the said Gay reserves thereto himself the Avenue across the said tract as it now stands in front of his house for which he has this day given a deed to L. J. Clements, also all of my interest in the Tannery at Windsor which is five Shares, to have and to hold the said land & the interest in said Tannery to him & to his heirs forever, the right & title the said Gay warrants generally, Witness the following signatures and seals —

Josiah P. Gay (Seal)

Isle of Wight County, to wit:

L. Dempsey D. Watkins a Justice of the peace & State of Virginia, do certify that Josiah P. Gay whose name is signed to the writing above bearing date on the 10th day of May 1866, has acknowledged the same before me in my County aforesaid, Given under my hand this the 10th day of May 1866,

D. D. Watkins, J. P.

In the Clerk's office of Isle of Wight County Court May 14th 1866, This Deed was admitted to record upon the annexed Certificate of D. D. Watkins Justice of the peace,

Teste, N. P. Young clk.
Heoppy Teste C. H. Hart, D. C.

before me in my County aforesaid,
Given under my hand this 10th day of May
1866,
D. D. Watkins J. C.

In the Clerk's office of the said County
County, May 14th 1866, this deed was ad-
mitted to record upon the annexed Certifi-
cate of D. D. Watkins a Justice of the Peace,

W. D. Young Clerk

a Copy
GIVEN

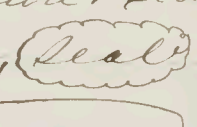
East, Stark, D. D.

Josiah P. Gay
to { Copy of
Deed
Thos. J. Clements.

"C"

Fee 40¢

This Deed made this the 10th day of May, 1866, between Josiah P. Gay & Thomas J. Clements both of the County of Isleswright and in the State of Virginia Witnesseth: That in consideration of the sum of Four thousand Dollars do grant unto the said Thomas J. Clements, the Land & plantation whereon the said Josiah P. Gay now resides containing by estimation four hundred & ninety acres, be the same more or less including the Grist Mill thereon attached also the Avenue leading through the Lawrence Tract to the road as it now stands, also the privilege of raising the water three feet higher if desired at the said Grist Mill, by which process turns the water on two other Tracts of Land which I now own, the Graveyard excepted, all of said Gay's household and kitchen furniture, three Brandy Stills, & Apple Mill and presses, all of the Cider Casks, all his of his farming utensils, one Rockaway Fan two Corn Shellers, one two Horse Wagon, one family carriage, one Buggy, one Sulkey, all of his Stock, Cattle, Sheep, Hogs & Work Oxen to have & to hold the said Tract of Land & other property to the said Thomas J. Clements & his heirs forever the right and title to the said property I warrant generally, Witness the following Signature & seal:

Josiah P. Gay, 

Isleswright County (to wit:)

L. Dempsey D. Watkins a Justice of the peace for the County aforesaid & State of Virginia do certify that Josiah P. Gay whose name is signed to the writing above bearing date on this the 10th day of May, 1866, has acknowledged the same

Josiah P. Gay —
to { copy of
Deed
A. W. Ballard —
"D"

Page 36 of

This Deed made this the 10th day of May 1866. between Josiah P. Gay and Augustus W. Ballard, both of the County of Gilesfright in the State of Virginia. Witnesseth that in consideration of Eight hundred and twenty five dollars do grant to the said A. W. Ballard two tracts or parcels of land, one tract containing fifty acres adjoining Elisha Gay. Self & others, one tract one hundred & thirty and a half acres adjoining self and Joshua Council's Estate, One other tract Eighty three and a half acres joining self and others Called the Beaton tract, be the same more or less, but the said Gay reserves to himself the right to raise the water three feet higher at his Grist Mill if desired to which the said Gay has given a deed to Thos. J. Clements this day specifying the same, the right and title to the said tracts or parcels of land. The said Gay warrants generally, Witness the following signature and seal

Josiah P. Gay (seal)

Gilesfright County, to wit:

I, Dempsey D. Watkins, a Justice of the peace for the County aforesaid & State of Virginia do certify that Josiah P. Gay whose name is signed to the writing above bearing date on the 10th day of May 1866 has acknowledged the same before me in my County aforesaid, Given under my hand this the 10th day of May 1866.

D. D. Watkins. J. P.

In the Clerk's office of Gilesfright County Court, May 14th 1866. This Deed was admitted to record upon the annexed Certificate of D. D. Watkins Justice of the peace.

Teste N. P. Young, clk.
at Copy Teste. C. A. Hart, D. C.

Edwards agree:

to { Receipt

, Clements &als

Jan. 3rd, 1870 filed

Exhibit A
filed with the
Answer
of
G. Clements

Rec^d. Jan^y, 30th 1869. Thomas J. Clements, A.W.
Ballard and John C. Thomas, the sum of
Four Hundred dollars, It being in full
of a judgment, rendered Oct^r, the 20th 1865,
in the suit of Irvin W. Duck who sues for
the benefit of Rich^d. G. Edwards and wife,
vs: Dempsey D. Watkins and Josiah P. Gay Co-
obligor which is settled this day & date above
written by the above named parties by Com-
promise.

\$400.⁰⁰/₁₀₀

Teste

Chas. Hart,

Robt. M. Edwards —

Apiguee,

Acopy

Teste

Chas. Hart, D.C.

Edwards & free.

To. { Receipt

Clements & also

Jan, 3rd 1870, filed

For Henry

Dec, 20 4

Rec^d Jan^y, 3rd 1869. of Thomas J. Clements
A. W. Ballard and John L. Thomas, the sum
of Four Hundred dollars, It being in full
of a judgment, rendered Oct^r, the 20th 1865.
in the suit of Irvine W. Duck who sues for
the benefit of Rich^d. G. Edwards and wife vs.
Dempsey D. Watkins and Josiah S. Gay Co -
obligor, which is settled this day & date above
written by the above named parties by Court
promise.

\$400.⁰⁰/₁₀₀

Teste

Levi Hart,

Robt. M. Edwards
Spiznee

Acopy

Teste

Levi Hart, D.C.,

Edwards & Fee:

to { Receipt

Elements & also,

July 3rd 1870. filed,

Fee, 20¢

Rec^d Jan^y 3rd 1869. of Thomas J. Chas-
ents, A.W. Ballard and John C. Thomas
the sum of Four Hundred dollars, It-
being in full of a judgment, rendered
Oct^r the 20th 1865, in the suit of Irvine
W. Duck who sues for the benefit of Rich^d
G. Edwards and wife, vs. Dempsey D. Wat-
kins and Josiah P. Gay co-obligor, which
is settled this day & date above written by
the above named parties by compromise,
\$400.⁰⁰/₁₀₀

Teste

C. H. Hart,

Robt. M. Edwards
& free:

A copy

Teste

C. H. Hart, D.C.

X

A Memorandum
J. P. Gays
Dated
May 14th 1866

Mr Joseph P Gay Made a deed of
 Bargain & Sale on the 15th day of
 May 1866 to J. J. Clements, ^{of} ~~of~~ ^{agent for}
 W Ballard & John C Thomas ^{born Sept 27, 42} Said
 Deeds were admitted to Record on the
 14th day of May 1866 and on the 21st or
 22 May 1866, John C Thomas Came to
 the Clerks Office & Inquired if there
 was any such deeds on Record, I told
 him there was he requested me to let
 him look at the Deed Book, I got it
 & he Examined the Deed, and told me
 after Examining it, that he did not
 know any thing about it until last
 night, he said his wife came from
 her father on his father, & told him of
 it, and he thought he would come to
 the Office & look for himself, When
 Mr Young came to the Office, I told
 him that Mr Thomas had been to look
 at the Deed Mr Gay had made to him,
 Thomas, Mr Young said to me go &
 make a note of this, for I would be
 called on about it just as certain
 a hog was in Heaven, that there
 would be a suit about, H. H. Wamble

Ans. to Thomas

Power atts

To J. P. Gay

Dec. 25th 1866

Know all men by these presents that I John
O Thomas of the County of Schuyler in the State
of Niagara do hereby and appear of record
of the same County and State of record my whole and
against to suspend him from which I purchased
of him May the 10th 1866 in any way he may think
best he is at liberty to visit and the lands and others
at such rates as he and the Tenant may agree upon
my portion to be put in the shed and to be an
Thomas I Charles found property to be my order and to have the
apples have on such time that all was of in the neighborhood
and to attend to the whole farm to all extent and purpose
as he may think best and I give him liberty to raise
hogs out of my part of the proceeds which are made
on the farm and all the bacon and mutton whomever
at will and I further give him liberty to put a
few staves at any time he may wish to get some
sugar maple for him self and wife with the fowling
squirrel and so on This 18th Day of December 1866

Test

J. J. Clements

John O. Thomas

Charles

Know all men by these presents that I A W Ballard of the county of
Isle of Wight in the State of Virginia do hereby nominate and appoint Josiah O Gory of the
same county and State aforesaid my whole and sole agent - to manage
and superintend to the three tracts of land which I purchased of him
May the 10th 1866 in any way he may think best for my interest he
is at liberty to rent out the open land at any price as he and
the tenant may agree upon and make returns to me at will he is also
authorized to sell either or all the said land at a price which he
and the buyer may agree - say of 5 for acre and I further
give him liberty to get some staves which he may sell and
take the proceeds thereof for his services for his attention and
trouble attending to the above management given under my hand
and seal this 25th day of Decr 1866

A. W. Ballard

Witness
J. O. Gory

~~665~~

$$\begin{array}{r} 19.35 \\ 13 \\ \hline 58.05 \\ 1935 \\ \hline 251.55 \\ 967 \\ 167 \\ \hline 262.89 \end{array}$$

$$\begin{array}{r} 19.35 \\ 3 \\ \hline 58.05 \\ 967 \\ 167 \\ \hline 69.39 \end{array}$$

$$\begin{array}{r} 322.50 \\ 6 \\ \hline 19.35.00 \\ 2 \\ \hline 38.70 \\ 1289 \\ 161 \\ \hline 53.19 \end{array}$$

$$\begin{array}{r} 251.53 \\ 49 \\ \hline 252.02 \end{array}$$

$$\begin{array}{r} 121 \\ 6 \\ \hline 3/14.64 \\ 488 \end{array}$$

$$\begin{array}{r} 19.35 \\ 2 \\ \hline 38.70 \\ 1289 \\ 161 \\ \hline 53.20 \end{array}$$

322.50

Wife C Dec 1858 to

15 Dec 1871 - 13 yrs. 900

252.00
// 534.54

craft materials for

100.00
// 534.54

Wife C 322.50 from 15 Dec

1871 to 15 Dec 1870

2 yrs 9 mths

53.20

6.28

// 534.02

267.01

Widow -

Amst. brot. on	40. ⁷ / ₈
N. H. Wombles cont. attent.	.50
Jos. P. H. Johnson " "	.50
Jas. E. Helms " "	.50
Math. N. Carr " "	.50
Wm. Duck " " Enclage	.80
Shff: for serving notes to take depositions	2.00
	<u>45.50</u>

Bill of costs to
Ct. Clk, Ct. 1894

Eliz. n. Gay tols.

Costs to Oct. 1st. 1847.

Clark's fees				6. 23
Atto. for stay on writ				16. 00
C. H. Work representing, same.				2. 00
Shff. Chapman representing 12 sps.				2. 40
Comm. for opening sps. & 12 copies				1. 40
Do. for sentg. & copyg. after drawing & sentg.				2. 70
Do. for six hours taking depositions, 1 st day				6. 00
Wm. Bradshaw writ. after P. & McLaugh				1. 70
Adm. Bradshaw	"	"	"	. 66
Abra. Deek	"	"	"	. 82
Jos. Sperry	"	"	"	. 82
				40. 73