

1898-003
Dele of Wight County

Chancery Causes:

John W. Gray
+ Mrs Mary A. Sutton

VS N. P. Young,
Trustee, Mrs R.
Sutton, ~~et al~~ of A.

C. Jones

A. Jones,

W.S. Holland p. 9.

John W. Gray

75.

Jones Trustee et al

Bill in Equity

Nov. 3. 1892, Bill
for injunction order filed,
Bond executed & case
settled in favor of
defendant.

Dec. Rules 1893, Dec. 2nd
on all debts & debts due
Jan. 1893, Bill taken
for confessed defaulting.

April Term 1894
De routing suit &c.

Oct. Term 1894
Judge for James H. Hutton

In the Circuit Court of Isle Of Wight County:

Your orator John W. Gray respectfully represents to the Hon. C. W. Hill, judge of the Circuit Court of Isle Of Wight County that on the 11 th day of March in the year 1882 he borrowed of Henry Jones the sum of sixteen hundred dollars and executed his bond to him for the sum of sixteen hundred and thirty-two dollars; (the thirty two dollars being the interest on said sum of money in excess of six per cent per annum for one year) payable to said Henry Jones with legal interest on the whole from date, and on the same day your orator executed a deed of trust by which he conveyed to N. P. Young as trustee a certain tract of land lying, being, and situate in said Isle Of Wight county near Smithfield whereon your orator and his family the^{re} and now reside, said to contain 6107 acres more or less, in which deed of trust Mary A. Gray, the wife of your orator, joined, to secure the payment of said sum of money evidenced by said bond, all which will more fully appear by reference to a copy of said deed of trust herewith filed as an exhibit marked "A" and prayed to be read as a part this bill of complaint. Reference is hereby specially made to said exhibit for fuller description of said tract of land.

Your orator ^{he is informed} says, that afterwards, to wit: on the th day of 188 the said Henry Jones transferred and assigned to the said bond to Mrs. ^{R. P.} A. E. Jones and Mrs. M. A Sutton ^{executrices of A. C. Jones deceased} who now hold the same, and who have ordered the trustee aforesaid to sell the said property, which he advertized to do on the 7th day of Nov. next as will more fully appear by reference to hand-bill which is being circulated and posted, herewith filed as an exhibit marked " B " and prayed to read as a part of this bill of complaint.

Your orator charges and alleges that the transaction aforesaid was in its inception usurious, that the said sum of thirty-two dollars was included in said bond secured by said deed of trust

as and for the loan and forbearance of money at a greater rate of interest than is allowed by law, to wit : at the rate of eight per centum per annum, that while not expressed on the face of the papers the contract by and between said Jones and your orator was that he should have eight per cent, that in pursuance of said contract your orator paid annually for several years to said Jones on said bond interest at the rate of eight per centum per annum, and continued so to do until said Jones demanded ten per cent interest, which he paid till the said bond was assigned to said ^{R P} ~~A. G.~~ Jones and Mrs. M. A. Sutton, ^{executives of said} that ^{when} the assignment was made to ~~the~~ ^{them} parties the rate of interest was reduced to eight per cent again, that it was ^{executives of said} understood and agreed by and between said ^{R P} ~~A. G.~~ Jones and M. A. Sutton ^{of} the one part and your orator of the other, that the rate of interest from that time should be eight per centum per annum, that interest at that rate has been paid up to this year, the last payment was made last Christmas which was at the rate of eight per centum per annum pursuant to said agreement and understanding ^{made} when said bond was assigned as aforesaid; so your orator says that the said transaction evidenced by the bond secured by the said deed of trust aforesaid was and is usurious in the hands of said Henry Jones and in the hand of ~~said Mrs. A. G. Jones and M. A. Sutton~~ ^{The} assignees as aforesaid, ^{and he says he can prove the usury is charged.}

Your orator says that as soon as the said transaction is purged of usury and the payments aforesaid has been applied according to law he is ready to pay and here and now offers to pay every cent and every dollar he owes to the said holders of the said bond.

Your orator says he has paid on said bond to said Henry Jones and his said assignees the sum of sixteen hundred dollars or thereabouts, which should be credited on said bond, but that the said holders refuse to credit him therefor and are now attempting to sell said property and collect the whole of said bond.

For as much as your orator is remediless in
the preises save in this Honorable court where ^{matters} of this sort are
alone and properly cognizable, he prays that said N. P. Young ^{trustee}
^{N. P.} said Mrs. ~~A. G.~~ ^{executives of A. C. Jones deceased} Jones and said Mrs. M. A. Sutton may be made
parties defedants to this bill of complaint and required to answer the same, an answer on oath is hereby expressly waived as
provided by statute, that an injunction be awarded your orator
restraining the said defendants, their agents and attorneys from
selling or offering for sale the property aforesaid in the said
deed of trust embraced till the further order of this court, that
said debt evidenced by said deed of trust and bond be declared
usurious, and be declared to be for a consideration illegal as
to the excess beyond the principal sum so loaned as aforesaid,
that the payments made to said Henry Jones and to his said assignees
be applied to the said principal sum, that an account be taken
showing the balance due on said bond, that all such other, further
and general relief may be afforded your orator as the nature of
his case may require or as to equity and good conscience may
seem meet, and he will ever pray &c

W.S. Holland Jr.

John W. Gray

Virginia:

I, *J. D. Darden* Justice of the Peace
a Notary Public in and for the
county of Isle Of Wight in the state of Virginia, do certify that
John W. Gray came before me in my said county and made oath in
due form of law that the statements contained in the foregoing
bill in equity are true to the best of his knowledge, information
and belief.

Given under my hand this 22nd day of October in the year 1892

J. D. Darden Jr. N. P.

On motion of the plaintiff an injunction is awarded him enjoining and restraining the defendants ^hteir agents, attorneys and all other persons from selling, offering for sale, or attempting to sell the land in the deed of trust alluded to and filed with the foregoing bill in equity and from further proceeding to foreclose said deed of trust till the further order of this court, but this injunction order shall not take effect till the said plaintiff, or some one for him, shall enter into bond before the clerk of this court in the penalty of \$250 ⁰⁰/₁₀₀ with surety by said clerk deemed sufficient, payable and conditioned according to law

*C. W. Hill Judge Circuit Court
of the County of Isle of Wight.*

To the clerk of the Circuit Court of Isle Of Wight County: *Nov 3^d 1892*

Geo. W. Gray

vs. }
SUBPOENA
IN
CHANCERY.

N. P. Young, Trustee, &
R. P. Jones & M. A. Sutton
Exrs. of A. C. Jones decd.

W. S. Hollands p. q.

To 1st Nov. Rules.

1894. Circuit Court.

The \$1.00 & fees 2^d and
Recd. Chas. Watson & N. P. Young ckh.
ci-47 281

Executed Nov 3rd 1892 by
delivering a true copy of the
within summons to

Mrs R. P. Jones and Mrs
M. A. Sutton. Exrs. of A. C.
Jones decd.

For Geo. T. Parham D.S.
Chas. Watson
Clerk 891

The bond required by the order of the Judge of the Circuit
Court of De Kalb County, having been executed,
by order of the said Court the defendants, their
agents, attorneys and all other persons, are enjoined
and restrained from selling, offering for sale or
attempting to sell the land in the deed of trust
alluded to and filed in this cause, and from
further proceedings to foreclose said deed of
trust, until the further order of said Court,
Teste,

N. P. Young Clk.

The Commonwealth of Virginia,

Sergeant City Petersburg
To the ~~Sheriff~~ of the County of ~~Isle of Wight~~, Greeting:

WE COMMAND YOU, that you summon *N. P. Young, Trustee; Mrs. R. P. Jones and Mrs. M. A. Sutton Executors of*
A. C. Jones, deceased.

to appear at the Clerk's Office of the *Circuit* Court of the County of Isle of Wight,
at the rules to be held for the said Court on the *first* Monday in *November*, 189*7*,
to answer a bill in Chancery, exhibited against *them* in our said court by *John*
W. Gray

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
3rd day of *November* 189*7*, and in the *117th* year of the Commonwealth.

N. P. Young clk

Jos. W. Gray

SUBPOENA
IN
CHANCERY.

vs.

Young N. H. Trustees &
James & Leetons Executors

Holland

p. q.

To 1st Nov., Rules.

1897, Circuit Court.

Executed Nov
7th 1897

W. A. Eccard
Sgt.

The bond required by the ^{order of the} Judge of the circuit
Court of Isle of Wight County having been
executed, by order of said Court the defendants,
their agents, attorneys and all other persons
are enjoined and restrained from selling,
offering for sale or attempting to sell the
land in the deed of trust alluded to and
filed in this case, and from further pro-
ceedings to foreclose said deed of trust
until the further order of said Court.

Teste, N. P. Young Clk.

The Commonwealth of Virginia,

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

WE COMMAND YOU, that you summon *A. O. Young, trustee; and*
Mrs. R. O. Jones and Mrs. M. A. Sutton
executrices of A. C. Jones, deceased,

to appear at the Clerk's Office of the *Circuit* Court of the County of Isle of Wight,
at the rules to be held for the said Court on the *first* Monday in *November*, 189*7*,
to answer a bill in Chancery, exhibited against *them* in our said court by *John*
W. Gray

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
3^d day of *November* 189*7*, and in the *11th* year of the Commonwealth.

A. O. Young *clerk*

charged by Mr Henry Jones, and you
said to Mr Boykin a few moments
ago in answer to a question, that
he refunded the \$200⁰⁰ at your
request. Thus you expected ~~you~~^{he}
would refund it at the time
you paid it, now when you called
on Mr R.E. Boykin for the first
time to refund the \$200⁰⁰, ~~how did~~
~~you~~ please state your explana-
tion, if any, you made to him, as to
how it became necessary for you
to pay \$200⁰⁰ in addition to that
paid by Mr Wilson.

Ans

I did not make any explanation,
except I told him that Mr Wilson
did not carry out enough money
to pay the note and that Mr Wilson
told me that Mr Boykin would pay
me back.

And further this deponent says it
not.

J. D. Gray

examination.

Q 1 Please state whether or not Mr Jack Wilson, saw the calculation made by you and Mr Stark, at the Court House, at the time of the arraignment.

Ans I do not think he did.

Q 2 Did he know anything of the rate of interest Henry Jones had charged or received.

Ans I do not know whether he did or not. the difference was of \$200⁰⁰ was the interest. I think he knew true.

Q 3 Do you know whether he expected to pay the whole Jones note with \$1600⁰⁰ or did he go out there to pay a part of the Jones note.

Ans He expected to pay the whole note with the \$1600⁰⁰

Q 4 You have been asked several questions in reference to the information of Mr R. D. Boykin as to the rates of interest

Q 6

Shortly after the injunction in this suit was granted, did you not say, in the back room of the office of R.E. Baykin in the presence of Mr D. R. Parker say. That so far as you knew, Mr Baykin did not know the rate of interest paid to Henry Jones by Mr J M Jones, and calculated and charged at the time of the assignment, and that you had never told him,

Ans

I do not remember making that remark at that place.

Q 7

Did you not make a similar ^{or statement} remark in substance

Ans

I may have but I do not remember it.

Q 8

Did you ever state in the presence of Mr Baykin before today, the rate of interest calculated on said note at the time of the assignment.

Ans

I do not remember.

Witness recalled and asked a question omitted in the direct

to span at that time, to advance for your father.

Ans Yes Sir.

Q 2 Did you not pay that amt. viz the \$200. to Henry Jones, expecting Mr Boykin as aly to refund it to you,

Q 3 Yes Sir.

Q 4 Did you not so state to Mr Boykin when you informed him that you had advanced the said sum of \$200.00

Ans Yes I did.

Q 5 So far as your knowledge goes, was Mr Boykin aware that any sum was paid to Henry Jones in excess of the sum of \$1600.00 sent by him ^{to the city}, until informed by you.

Ans He was not. So far as I know.

Q 16

Do you know anything more than you have stated in reference to any agreement between R.E. Boykin as atty for Mrs Jones & Mrs Sutton, and Mr Geo W Gray. as to what rate of interest said J W Gray was to pay for the money. which they had paid Henry Jones for him.

Ans

I do not. any more than I have said.

Q 17

Please state anything you may know as to what rate of interest has been paid to Mr Cuthbert as atty for Mrs Jones and Mrs Sutton.

Ans.

I don't really know. I have sent him checks several times. I reckon it was 8%.

- X Examined -

Q 1

When the sum of \$200⁰⁰ was paid refunded you by R.E. Boykin atty as aforesaid, was it not repaid at your request, you stating that you did not know thus and

the amt I paid Mr Baykin. and I charged it up to J.M. Gray

Q 13 What rate of interest were you then paying for Mr J.M. Gray?

Ans 8 % per annum.

Q 14 How came you to pay that rate, rather than 6 per cent or 9 per cent.

Ans That was what Mr Baykin charged. I was paying him as atty for Mrs Jones Mrs Lutton, and that was the rate he charged as such atty.

Q 15 Can you be any more definite as to information communicated to Mr Baykin, Mrs Jones and Mrs Lutton in reference to the interest charged or received by Henry Jones on the note assigned, if so please state it.

Ans I don't know - I think Mr Baykin knew at the time he was paying 10%.

Wilson took it. I did not.

Q 10

How long after the calculation and assignment of the note before you got back your \$200⁰⁰.

Ans

I do not suppose it was over a week, if that long. as near as I remember now.

Q 11

Can you explain why Mr. Wilson did not take out enough money to pay the whole of Jones' debt.

Ans

Because the note was \$1600⁰⁰ and it was the interest which made the difference.

Q 12

The witness is here shown a paper marked No 12. and filed with the deposition of J W Gray, and asked what if he knows, who wrote that paper.

Ans

Mr R. E. Boykin. he wrote the paper except the figures \$36⁰⁰, I put those on the paper myself. There being

paying it.

Ans

He was paying it for Mr Boykin I presume. as atty for Mrs Jones and Mrs Sutton.

Q 6

You spoke of paying about \$200.⁰⁰ to Henry Jones. has it been ever refunded to you if so by whom.

Ans

It has been refunded to me by R.E. Boykin atty for Mrs Jones & Mrs Sutton

Q 7

at the time it was so refunded was Mr Boykin informed as to the rate of interest charged and collected by Henry Jones as you have stated.

Ans

No he was not at the time it was refunded.

Q 8

Had he been prior to the time.

Ans

- No I don't remember but I think he had.

Q 9

To whom was the note which Henry Jones had held and which was by him assigned as the Court House delivered.

Ans

I am not able to say. but I think Mr

Mr Jack Wilson paid the money. I don't exactly remember \$1600⁰⁰ I think and I paid \$200⁰⁰. I think it was \$200⁰⁰ the whole debt to Henry Jones amounted to \$1800⁰⁰. I think it was.

Q 2

In calculating the interest on that occasion, at what rate did Mr Jones claim?

Ans

I calculated it at 10%. he claimed 10%.

Q 3

A

at what rate was he actually paid?
I do not know. he got in some interest. I don't know the amount now.

Q 4

With the exception of what he got in, at what rate of interest was he actually paid.

Ans

at 10%, not counting what he got in.

Q 5

You say Mr Jack Wilson paid some money, was he paying this for himself. if not for whom was he

Ans

appearing in the record of other depositions.
Because it ran up our \$1600⁰⁰ right
much and I calculate that you
had heard of the rate of interest.
I had never seen you at that time,
and further this deponent saith not.

J. W. Gray

Mr. J. D. Gray a person of lawful
age, a son of the Plaintiff being
duly sworn deposes and says:

Ques 1

Your father in his evidence has
alluded to you. Henry Jones. W. E. Howe.
himself and perhaps others, as being
at the of Nighs C H. when Henry
Jones assigned the note in this controversy
and has alluded to some calcula-
tions made at that time: please
state what you know about the
calculation, what Henry Jones debt
amounted to and how he was paid.

Ans

The calculation was made by W. E.
Howe and myself, and then Mr C H
Howe made it.

is still alive. and if so where has he lived all this time since the institution of this suit.

Ans He is still alive and lives in Suffolk St.

Ques 2 On your Examination you have said that the calculation made at Trial of Wight C. H. ran up the debt due Henry Jones to 1800⁰⁰ instead of \$1600⁰⁰ and that Mr Boykin as atty for two of the defendants, repaid the said sum of \$200⁰⁰. Now when he repaid this 200⁰⁰ did he or not have notice of the interest charged by Henry Jones in the calculation made at Trial of Wight C. H.

Excepted to by counsel for defts, because the question is not in reference to any new matter brought out on Examination.

Ans I suppose he did.

Re Examination.

Q 1 What is your reason for supposing that Mr Boykin had notice of the ~~data~~ interest charged by Henry Jones in the calculations made at Trial of Wight C. H. at the time he repaid the said sum of \$200⁰⁰

Ques excepted by both counsel for reasons

Ans

Jeff (J. D. Gray) told me he had collected it from Mr. Bykin. I did not know whether he paid back or not till Jeff told me so.

ques 19

Can you not remember that you several times requested Mr. Bykin to repay the said sum of \$200⁰⁰ to Mr. J. D. Gray, stating to him, that Mr. J. D. Gray advanced it, thinking of course, that Mr. Bykin would repay him the amount, and further, that Mr. J. D. Gray said that he did not have, at that time, the money to spare?

Ans

I do not recollect of ever saying anything to Mr. Bykin about that transaction at all.

ques 20

within your knowledge did Mr. Bykin ever have any interest in the note in question except as attorney for the executors of A. C. Jones

Ans

Not that I know.

ques 1

Re Examined by Counsel for plaintiff.
on examination you have been asked several questions in regard to money paid please state whether said Henry Jones

that you would execute to the executors
of said A.C. Jones your bond for the
amount to be loaned with your son
J.D. Gray as security, together
with a deed of trust on the said
land to secure the payment of the said
bond?

Ans

I do not recollect even offering my
son J.D. Gray as security, but I was
to give my bond with deed of trust

ques 17

I understood from your direct exam-
ination that the calculation made at Del.
of wght C. & H. of the amt. due on said
bond or note to Henry Jones brought it
up to \$1875⁺⁺ or \$1880⁺⁺, that Mr. Henry
Jones gave in or deducted \$75 or \$80
leaving a balance according to the
calculation & settlement of \$1800⁺⁺ of
which Mr. Bykin paid \$1600⁺⁺ and
Mr. J.D. Gray advanced the residue of
\$200⁺⁺ Am I correct?

Ans

That is correct, I think.

ques 18

Did not Mr. Bykin at your request
and at the request of Mr. J.D. Gray
repay to the latter the sum of \$200⁺⁺

ques 12 Did not Mr. Bygline send in currency or
by check the sum of \$1600⁺⁺?

Ans I suppose he did

ques 13 Did you not apply to Mr. Bygline
to as attorney for the executors of
A.C. Jones to borrow the sum of
\$1600?

Ans I did before that day

ques 14 Is it not true that when you made
application to Mr. Bygline as you said
to borrow the sum of \$1600 you
thought that was the amount which
was due said Henry Jones on the
said note?

Ans yes -

ques 15 Within your knowledge had Mr. Bygline ever
seen the ^{said} note until after the money
was paid and an assignment made or
taken?

Ans Not to my knowledge.

ques 16 When Mr. Bygline agreed to let you
have the sum of money for which
you applied was it not agreed

deus promised to furnish it, Jones said he did not want the money and said it came clear - after words he (Jones) said he came for 10% and I must pay at that rate and I paid him 10% for 3 yrs - I think it was 3 yrs.

Ques 10

Then state whether or not Mrs R.E. Bykin was present when the money was paid to Henry Jones at Isle of Wight C.H. at the time of the assignment of the bond for note ~~to~~ \$ 2.

Ans

He was not present?

Ques 11

What amount was sent by Mrs. R.E. Bykin & by whom sent, and was it in currency or by check?

Ans

Now, that is something I can't answer, I was sick in bed the day before when Henry Jones came to my home and talk with me. I did ride out to C.H. the day following the Jones visit and went home and took my bed again. My son Jeff. Gray & Mr. W.E. Hinkle either calculated the interest in arrears or went over with Mr. Henry Jones his own (Henry Jones's) calculation of the ^{amt of} interest due Henry Jones.

Chapman sent the money?

Ans

Mr. Jones wrote me word that he had received the interest, every time, pretty near. Yes, I think every time I ever sent him any.

ques 7

Then I understand that every time you sent money either directly or through Mr. Chapman to Mr. Henry Jones, an account of said bond he acknowledged the receipt thereof?

Ans

He acknowledged the receipt but never named the amount received by him except in one instance.

ques 8

Have you procured and filed all of the receipts or letters from Henry Jones acknowledging the receipt of money on said bond?

Ans

No, he came some of them got & misplaced and I do not know what went with them.

ques 9

How do you arrive at the length of time Mr. Jones charged you 8% and 10% respectively?

Ans

The reason I know is because he charged me 8% for 4 yrs. and I made arrangements with J. Henry Adams to get the money from him (Adams) and after

Ques 3 Then your remembrance as to the second amount paid with the exception of interest is based upon the rate of interest charged you, Am I correct?

Ans yes we correct

Ques 4 In your reply to ques. 5 on direct examination you say that paper No 5 then filed is a stub for a check in the hand writing of K.K. Chapman deceased, where did you get this stub?

Ans Mr. K.K. Chapman gave it to me.

Ques 5 Have you any knowledge of your own mind that the amount named in said stub was in fact paid to Henry Jones?

Ans Yes. Henry Jones told me himself he received it.

Ques 6 You have stated in your answers to questions 20, 21 & 22 that you ~~and~~ made several payments of one hundred or twenty eight (128) dollars each by conveying the money to K.K. Chapman Co. Former & Merchants Sav. Bank Smith fund, and that he sent Mr. Jones a check for the money, how do you know that Mr.

1690
stated therein, you have stated that
the first 3 of said papers
were really receipts for the pay-
ment of \$128¹⁰⁰ each, how do you know
this

Answer
Because I paid him \$128¹⁰⁰ each for
interest that is how I know it
March 21st 1895

Ques 2 How do you positively recall the several
amounts paid to Henry Jones on the
said bond when the receipts do not show
the amounts paid?

The further taking of these depositions was
adjourned from time to time by consent of
counsel until this 21st day of March
1895 when by like consent of counsel
of counsel the further taking of these
depositions are resumed this 21st day of
March 1895

Test W.S. Howell atty for plaintiff:

R.S. Byrummer atty.

Ques 2 How do you positively recollect
the several amounts paid Henry Jones
on the said bond when the receipts ^{with our exception} do not
show the amounts paid?

Ans well I recollect I paid him about 4 yrs
8% and then 10%

2 Question

In the same time of the payments made by you to Agent or Attorneys of Mrs Jones and Mrs Sutton

Answer

Yes, correct I guess

3 Question

In your answer to question of. among the other payments which you state you made to Henry Jones you say that you paid him the sum of \$200 on the first day of October 1888. at the time of the assignment of the Bond, do you mean to say that you paid him yourself or was that amount paid to him by some person other than yourself and subsequently, paid by R.E. Bayless Atty. for Mrs Jones and Mrs Sutton as a part of the amount advanced to keep the account due on said bond

Answer.

I did not pay him myself, but J.D. Gray gave him his check for the \$200 and afterwards R.E. Bayless Atty. ~~paid the money~~ for Mrs Jones & Mrs Sutton paid the money to Jeff Gray and that \$200 is a part of the money now due

4 Question

You have exhibited certain papers which have been filed with these depositions purporting to be receipts of Henry Jones for payment of interest, the account paid not being

witness as is done in said question with the counsel understanding of long statement covering nearly the whole of these depositions is correct but the understanding of counsel as well as of the Court should be properly derived from the answers of the witness to respective questions propounded him and for the further reason that the said question is leading in its nature and liable to confusion of understanding on the part of the witness to an incorrect answer. and for the further reason that it assumes that the witness has stated certain things which has not been stated by him)

Answer.

Yes that is correct certain —

Witness Cross examined by Defendant without waiver of exceptions

14 Questions

I understand from your answer to Question 52 and more particularly from your answer to other questions in these depositions that all payments made by you to Henry Jones, were made by you to him on account of interest is this true

Answer.

Yes I expect it is pretty well true

~~Answer~~
~~It is~~

52 Question

~~It is~~ I suppose it was
as it was examined by Henry
Jones as he was helping to make
the calculation I was sick myself
I understood from your deposition
that the original contract between your-
self and Henry Jones was for 8% interest
and that pursuant thereto you paid
him \$128⁰⁰ annually as was for the
interest on the \$1600⁰⁰ the original amount
borrowed and that afterwards he changed
you 10% which was paid him with
the reception of \$75⁰⁰ or \$80⁰⁰ which he
gave in at the last settlement and
that after the Bond or note was as-
signed to Mrs Jones and Mrs Sullivan
they changed and demanded of you
8% payment semi annually which
you paid to the extent of six \$72⁰⁰
payments, paid August 1889, June 3. 1890,
July 15th 1890, Aug 20 1891, July 1891,
and Aug 24th 1892. I now ask the
Notary to read carefully over this
recapitulation and ask the witness to
state whether or not it is true and
correct

Answers

Question excepted to because it
is not proper or legal to ask the

46 Ques.

To whom was the Bond delivered by Henry Jones when he got his money

Ans.

I don't know did not see it delivered

47 Ques.

Who helped make the calculation of interest on the Bond that day at the Court House

Ans.

J. D. Gray & W. C. Hawes calculated the interest after Henry Jones had done so.

48 Ques.

Who paid Henry Jones.

Answer

I don't know

49 Ques.

If you know, state at what rate of interest the calculation was made in settling with Henry Jones

Ans.

At 10% per cent

50 Ques

Are you sure how far back the period embraced in that 10% calculation extended

Ans

Three years and some months I don't remember the No of months

51 Question

Was not that calculation examined by Henry Jones and by the jury or parties who then and there paid out the money belonging to Mrs Jones and Mrs Nelson

Exception

Question excepted to as leading

about it

40 Ques

What caused you to expect to expect to pay 8% rather than any other rate

Ans.

Because they charged me 8%

41 Ques

When did they charge you 8% before the money was paid or afterwards or did they charge 8% both before and afterwards

Answer.

I think that it was at the time that Arthur came out to my house he told me I would have to pay 8% semi-annually

42 Question

\$42⁰⁰ is 8% on how much money.

Ans.

On \$1800⁰⁰

43 Ques

You owed these ladies then \$1800⁰⁰

Ans.

Yes.

44 Ques

Then I understand that when these ladies took an assignment of the Bond, enough accrued interest has accumulated to make the bond principal and interest \$1800⁰⁰ at

Ans

Yes

45 Question

Where and who was present, when this note or Bond was assigned, ^{to these ladies} by Henry Jones

Ans

At the old right Court House in the Clerk's Office I think don't know who was present

without knowing any thing about
the rate of interest which was to be
charged or do you mean to say
that the rate was agreed upon
but you have forgotten precisely
who made the proposition

Except

Question objected to as leading
Question withdrawn

39
Question

What understanding was had
between yourself on the one side
and Mrs Jones and Mr Sutton
and their Agents on the other side
in reference to the rate of interest
that was to be paid on the
money which these parties were
to advance

Except

Question excepted to because it
has been ^{by the witness in these depositions} heretofore stated, that
at the time the money was
advanced nothing was ^{agreed} ~~said~~
^{upon about} the rate of interest

Cause for plaintiff replies that a reference
to the answers to questions 37 & 38
will show the contrary as he under-
stands it

Defendant Cruise Replies that he does not
so understand the answer

Ans.

I expect to pay 8% I don't think
there was any understanding

payment of principal or in payment
of interest or both

Answer For interest of \$72⁰⁰ semi annu-
ally

36 Quest When and where was it first un-
derstood that you were to pay in-
terest semi annually

Answer. At my house

37 Quest Did you not understand before the
Bonds was assigned by Henry Jones
to these ladies or at the time it
was done, what rate of interest
you were expected to pay them, and
if so what rate was named

Answer. I expected to pay them 8% percent
I can say whether I offered to pay
8% when they charged 8% I heard
that they charged me 8% I did
not know what they
charged me I expected to
pay 8%

38 Quest When came you to expect
to pay 8%

Ans. I suppose
Mr Boykin told me that they
would let me have it for 8%
or something of that kind

39 Quest Do you mean to say that you
borrowed money or got these
parties to pay money for you

32 Question During all of the time have you
had any interviews with or received any
communication from Mrs Jones and Mrs
Sutton personally

Answer None

33 Ques. Neither of these ladies, then, had not
sent you any deed, or made any
request except through Messrs Perkins
Hickbut and Young Trustee. is this
true?

Answer.

34 Question

None except through those parties.
Please explain any communication
through Mr Young in reference to
this matter.

Ans.

The substance of Mr Youngs letter
was to me if I did not pay up
the amount due on the Bond
~~on or before Nov. or Oct 189~~ he would
have to see the property at the Oct
or Nov term of Court. I did not
pay and Mr Young advertised
as is shown by "Exhibit D" filed
with the case and the only com-
munication received from
Mr Young was in reference to
the sale the substance of which
I have stated

35 Ques

How were these fragments of
\$72⁰⁰ and to be applied. In

Answer.

I have never had them because they were sent to Mr Chapman at the Bank and I never got them from there

28 Question

The paper marked No 7 purport to be a deed written by W. H. Cuthbert Atty. and the same name is signed to the other four papers last handed in. Please state how you first came to know that fact in this transaction

Answer.

He came to my house and told me that he was Atty for Mrs Jones and Mrs Sutton and had their business in hand

29 Question

How long has Cuthbert been acting as Agent or Attorney for Mrs Sutton and Mrs Jones

Ans

I reckon ever since January 1889

30 Question

A paper marked No 12 purporting to be a receipt signed by R. E. Boykin is here shown the witness and he is asked to state if he knows what account of money it covers

Answer

I don't know because my son J. D. Gray said that himself

31 Question

State whose receipt W. H. Cuthbert & R. E. Boykin have represented these ladies in this transaction

Answer

I don't know of anyone

25 Question What rate of interest was received by Mr Baykin or by yourself when you were negotiating with these ladies through Mr Baykin

Answer. I don't know. There was nothing said about the interest at the time as I was sick and Mr Baykin was also sick. I then set the amount down the day the money was transferred over.

26 Question What amount in arrears have you paid these ladies, ^{their Agent,} or their attorney and if you have any receipts, please file them with Mary

Answer.

Witness here produces five (5) papers marked "7. 8. 9. 10 & 11". I paid August 1889. \$72⁰⁰ and I paid January 3rd 1890 \$72⁰⁰ and I paid July 13th 1890 72⁰⁰. and I paid July 20th 1891 \$72⁰⁰ and I paid July 1891 \$72⁰⁰ have no receipt now for this payment I have lost that receipt and I paid July 29th 1892 \$72⁰⁰.

27 Question The receipt exhibited do not cover August 1889 payment of \$72⁰⁰ nor July 1891 payment \$72⁰⁰. please state whether you have or had receipts for those payments and if so, explain why they are not produced

how you know that you paid
him that amount

Answer. Because that is 8% for sent
a year and I know that I
paid him \$128⁰⁰ a year that
was our bargain

20 Question Do you recollect when you
made any of these payments of
\$128⁰⁰ each

Answer. I sent the money to K K Chapman
Cashier of the Farmers & Merchants Sav-
ings Bank. Smithfield and he sent him
a check for the money.

21 Question How much money did you send
to K K Chapman at one time

Answer. I sent him \$128⁰⁰ to pay our
years interest

22 Question Do you recollect the amount

Answer Yes I sent him \$128⁰⁰

23 Question What Bargain or agreement was
made with Mrs Jones and Mrs Sullivan
in reference to interest

Answer. I don't think any bargain was
made only 8% interest I have
been paying her ever since I
paid the money semi annually

24 Question Did these ladies furnish the money
in person or through another

Answer - Through another I suppose Mrs
Bayless

Exception
Answer

Question excepted to as leading
I own my memory as I had no
other papers

17 Question

Then if I understood you the memorandum was made by your daughter at your request and aided by the papers marked 1, 2, 3, 4 & 5, so far as they show for the purpose merely of convenience am I correct

Exception

Question excepted to because leading and for the further reason that it implies, alleges that which has not been stated by the witness

Answer

Yes that is so

18 Question

Why and for what purpose was said memorandum (No 6) made

Answer.

Because I could look over it instead of looking over the receipts, more readily than shuffling the receipts because they correspond with the others except as to the amount and the amount correspond with the interest I have been paying for three years

19 Question

I understand you to say that for the first \$2000 you paid to Henry Jones or said Bond the sum of \$128⁰⁰ for each of said three years, please state how

Answer

I think that he did

Question

In papers filed marked Nos 1, 2, 3
the receipt of interest on your Bond or
note appears to be acknowledged but
the amount of interest so acknowledged
is not stated. do you recollect clearly
those amounts

Answer

I do.

13 Question

You have said that they were \$128⁰⁰ each
is that correct

Answer

Yes it is correct.

14 Question

Mr Boykin in a note above written alluded
to a memorandum I ever had of the
Noemy a paper marked No 6. and wit-
ness is asked to state if that is the
paper he was then looking at

Answer

It is

~~Exposition~~

15 Question

Answer

Who made that memorandum or statement
My daughter and myself made it, she
did the writing and I read her what to
put down

16 Question

The amounts not being mentioned
in said receipts, did you tell her what
to put down from your memory of
the transaction or from some other paper
which has not been shown

Question

The money is here enclosed a paper marked No 5. which the witness is asked to examine and explain.

Answer

This is a stub from a check in the handwriting of N. K. Chapman Secy Cashier of the Farmers & Merchants Savings Bank. I put that money in the Bank to pay Henry Jones.

Question

Why was the money placed in the Bank to the credit of Henry Jones or order, instead of being paid to him as in other instances.

Answer

Because I owed him the money and put it there to pay him with.

Question

From the paper marked No 5 and from your statement it appears that you deposited in said \$171¹⁶ to the credit of Henry Jones to pay in part on your Bond, do you know whether Henry Jones ever got this money or not.

Answer

I think he owed me that he got the \$171¹⁶.

Question

Did Henry Jones authorize or request you to deposit any money in said Bank for him.

Exception

as follows. March 19th 1883. I paid
Henry Jones \$128⁰⁰ and on the
(It happening to the counsel for
the Defendants that the witness
is answering as to account
of the several papers filed a
receipt from a memorandum
and statement which he had
in his hand, the defendants
except to the use of said
statement for the purpose of
refreshing the mind of the
the witness is for any purpose
whatsoever unless the memo-
randum and statement was
made at the time and time
of the alleged respective payments)
4th day of March 1884 I paid him
\$128⁰⁰ and on the 19th March 1885
I paid him \$128⁰⁰ and on ~~the~~
26th Nov 1886. I paid him \$171⁰⁰
on ~~the~~ 15th March 26th 1888 I paid
him \$154⁴⁰ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ On the first day
of Oct 1888 I paid him \$200⁰⁰
the ^{calculation about} being over \$280⁰⁰ but Mr Jones
I will make you a present of the
\$80⁰⁰ or \$75⁰⁰ which ever it was

5th Question

Was this rate of interest ever changed while Henry Jones held the Bond ~~and~~ if so and if so, state and when as you saw, when, and, what rate was afterwards changed or agreed upon

Answer.

It was changed to 10 per cent. I had the money three years at 8 per cent and afterwards he charged me 10 per cent.

6th Question

What length of time did Henry Jones hold the Bond, after the rate of interest was changed from 8 to 10 per cent.

Answer.

Think it was about three (3) years and ~~seventeen (17) months~~ seven (7) months

7th Question

Did you make any payments to Henry Jones or to his Agent or Attorney or said Bond and interest thereon and if so, please state the amounts and date thereof, filing with the Notary any receipts or receipts which you may have from said Jones his agent or attorney

Answer

Yes I made some payments (which see under Notary therefor papers marked Nos. 1, 2, 3 & 4)

at the same time, you and your wife executed to H. P. Young as Trustee a Deed of Trust on a certain tract of lands in said bill described to secure to said Henry Jones the payment of said Bond. Now please explain why the Thirty two (\$32⁰⁰) Dollars was recited in the Bond, when you say, you only borrowed Sixteen Hundred Dollars

Question Accepted to because it seems to assume as a fact that the witness only borrowed Sixteen Hundred Dollars from Henry Jones, when the Bond is for Sixteen Hundred and Thirty two and the Deed of Trust securing same alleges the same amount and for other reasons.

Answer. It was in excess over 6 for centum a year.

3 Question What amount of money did you really get from Henry Jones?

Answer Sixteen Hundred Dollars

4 Question At the time you borrowed this money from Henry Jones, what rate of interest was agreed upon by and between you both

Answer Eight (8) per cent

The depositions of Jno. W. Gray and
^{before me W. L. Frost a duly Public}
others taken at my office in the town
of Smithfield in the County of Isle of
^{on 26th March 1893}
Wight, pursuant to an agreement of
parties to be read as evidence in
behalf of the plaintiff in a certain
suit in equity pending in the Cir.
Court of Isle of Wight County
wherein John W. Gray is plaintiff
and A. P. Young trustee, Mrs R. P. Jones
and Mrs M. A. Sullivan executors of
A. L. Jones dec'd. are defendants.

Present W. S. Holland atty plaintiffs
" R. E. Bykin " defendants

Rec'd Gray being duly sworn de-
posed and said:

I Question Please state your name, age, occu-
pation, residence and connection with
the suit

Answer: J. W. Gray. 59. years old, Farmer
Isle of Wight Co, on the farm mentioned
in the Bill, Plaintiff in said suit

II Question In your bill of complaint, it is
stated that on the 11th of March 1882
you borrowed of Henry Jones the
sum of \$1600 ⁰⁰ and received of him
a bond, for the sum of \$1632 ⁰⁰ ^{including interest from date} and

1

to I

Recd of Mr John Wm Gray the interest
on his note for one year through
Messrs Merrill Chapman & Baker
March 19/83

Henry Jones

No 2

Suffolk March 9/84

Mr. Chapman

I recd the interest on Mr J. W. Gray's
note of you up to the 11th March 1884, & you of course
will get check returned as other receipt, yours &c
Henry Jones

No 3

Suffolk March 19/83
Mr Gray I am in receipt
of the interest due on your
note up to the 11th March 1883
Henry Jones

No 4

Suffolk March 26/88

Dear John, I am in receipt of
your check for one hundred & fifty
four dollars & forty cents. which amt
is placed to your credit and bond.
If you wish to keep the money
I lend you; you must send me the
balance of the interest, & have your
house insured for my benefit & send
me the policy, all this must be
done inside of twenty days, or I
shall have to instruct the trustee
to sell, unless you will get the money
from some one else during that time

Yours Truly
Henry Jones

No 5

12.11.18

\$ 171¹⁶

Deposited

26 Dec

188

6

By

Wm. W. W.

To order of

Wm. W. W.

Canceled

1 Dec 1886

No.

67

Oct 1st 1898 P2 Henry Jones 11/12/98
Long Time one 10.24/40.

70952
28000
98952

106

Henry Jones

March 11th 1882.

March 19th 1883

128.00

" 9th 1884

128.00

" 19th 1885-

128.00

Dec 18th 1886

171.16

March 26th 1888

154.40

\$709.56

Mrs. Sutton

Aug. 1889

72.00

Jan. 3rd 1890

72.00 ✓

July 15th 1890

72.00 ✓

Jan 20th 1891

72.00 ✓

July 1891 - Paid:

72.00

Feb 29th 1892

72.00 ✓

\$432.00

No 7

PHENIX INSURANCE COMPANY,

OF BROOKLYN, N. Y.

CUTHBERT & SONS,
AGENTS.

Petersburg, Va.

Dec 30th 1889

John W. Gray Esq
Smithfield Va
Dear Sir -

Kindly send me
a check for \$72.00 to pay the
semi-annual interest due on your
bond to Mrs Jones & Mrs Sutton on
Jan 1st 1890. Your attention will
much oblige

Yours truly
W H Cuthbert Atty.

Ad 8

PHENIX INSURANCE COMPANY,

OF BROOKLYN, N. Y.

CUTHBERT & SONS,
AGENTS.

Petersburg, Va.

Jan 6th 1890

K. K. Chapman Cashier
Smithfield Vt

Dear Sir:

I am in receipt of
your check for seventy two Dollars,
on Wm. Norton & Co. to pay
interest due Est. A. C. Jones Jan
1st 1890 on bond of John W. Gray.
Kindly accept thanks & oblige

Yours truly
W. H. Cuthbert



EVERSBURGH, VT.
JUL 15
8 PM



NOTHING BUT THE ADDRESS TO BE ON THIS SIDE.

9
24

R. H. Chapman Cashier
Smithfield, N.H.

Petersburg 2nd July 18th 90

Dear Sir -

Your favor of 14th inst
to hand with check for \$72⁰⁰
to pay interest on bond of J. W. Gay
due Est A. C. Jones. With many
thanks I am

Yours truly
W. H. Carter

ju 10

RESIDENT AGENTS
PHENIX INSURANCE COMPANY
OF BROOKLYN.

— OFFICE OF —

CUTHBERT & SONS,

Petersburg, Va. Jan^y 20th 1891

Mrs. W. Gray Esq
Smithfield Va
Dear Sir.

Since writing you
yesterday, I received this morning
a duplicate check for \$72.00
from the Farmers Merchants
Savings Bank of Smithfield Va
to pay the interest due Jan^y, on your
bond held by the Esq of A. C. Jones
and you duly have credit for the
same. Regretting the trouble of
having to send a duplicate check
with many thanks, I remain
Yours truly
W. H. Cuthbert

No II

PHENIX INSURANCE COMPANY,

OF BROOKLYN, N. Y.

CUTHBERT & SONS,
AGENTS.

Petersburg, Va.

Feb 29th 1882

John W. Gray
Smithfield Vt
Dear Sir -

I received on the 6th inst through the bank at Smithfield your remittance of \$72.⁰⁰ to cover the amt due on your bond on Jan 1st 1892 for which I am much obliged. Mrs Jones & Mrs Sutton desire me to say that they would be very glad to have you curtail this loan at least \$500 as soon as you can certainly by the 1st of July next. So kindly arrange to do so by that time if you can. Trusting you will be able to comply with their wishes without inconvenience to yourself, I remain

Yours very truly
W. S. Cuthbert

No 12

Jan 13/90, Recd of J W Gray for J W Gray
interest on bond of J W Gray payable to Henry
Jones, from Oct 1/88 to Jan 1st 1890.

\$36 ⁰⁰/₁₀₀

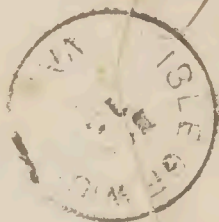
- R A Boykin



W. P. Young,
Secy Wright & A
Va

Gray J. W.
M^r, & C^{ly},
Young Hunter st^d.
Newspaperman
bond under decree
of Octo. 1895, and
the decree.

Acting p^rs. in the
hands of att^y,
R. R. Boykin
cl^k.



Oct 18th 1897. In consideration of
an agreement and compromise this
day had with John M Gray, of
the matters and things in the
suit of Jno M Gray v. Young
Linsen and others, pending in the
Circuit Court of the County of Dec of
Michigan, and to be coming into effect
by a decree to be entered in said
suit at the October ^{next} term of the
said Court. it is agreed that
upon a sale of the land in the
here and proceedings of said
suit mentioned. possession
thereof shall not be delivered
until Jan 1st 1898

R. P. Jones } Exec of
M. A. Sutton } Adm of deced

John W. Gray

vs

A. T. Yancy Trustee et al.

Oct. 28th 1895

Deceit

To be entered

Robert R. Rents

Entered 28th

Paper introduced of R. E. Baykin
N. Y. N. Y.

W. S. Heller vs
R. E. Baykin p. d.

accrued or
John W. Gray whether said costs and damages, or not
in part or in whole prior to the execution of
this ^{and} or subsequent thereto, that is to say
shall be bound in like manner and to the same
extent as if this bond had been executed on
the ^{same} day and under the ^{same} order of the court
granting the injunction as the bond first
given and secured by said check

And by consent of parties
entered of record in open court it is ordered
that this cause ~~may~~ be made a vacation
case and heard in vacation

John W. Gray

vs.

N. P. Young trustee et. al.

This cause came on this day to be again heard on the papers formerly read and by consent of parties the court doth adjudge, order and decree that the Clerk of this Court deliver to John W. Gray the check of J. B. Bell for \$250⁰⁰ filed in the papers as collateral security to the injunction bond required of the complainant in the original order of Judge C. W. Hill granting an injunction and providing for a bond in the penalty of \$250, but before said check is delivered the said John W. Gray ^{or some one for him} shall enter into a new bond before said clerk with other surety by the said clerk deemed sufficient in the same penalty and with same conditions and payable as provided in the said original order granting the injunction and the said new bond shall contain a provision substantially as follows: "It is expressly understood and agreed that this bond shall cover, embrace and include, and the principal and surety or sureties here to shall be firmly bound to pay, and hereby ^{promise and} bind themselves jointly and severally to pay, all costs and damages which may be awarded against the said Plaintiff

Gray.

Vs. In Chancery.

Young et als.

Rough Decree April 27th 1895 .

To be entered.

Robert I. Dentist

Entered #5

Gray.

Vs. In the Circuit Court of Isle of Wight County.

Young et als.

By consent of parties entered of record in open court, it is ordered that this suit be made a vacation cause to be further proceeded with in vacation.

Gray.

Vs. I N C H C Y .

Young trustee et als.

Rough Decree, April 26th 1397.

To be entered.

Robert H. Francis

Entered

John W. Gray.

Versus. In the Circuit Court of the County of Isle of Wight.
N.P. Young, trustee, et als.

This cause, in which it is suggested, that since the last decree herein N.P. Young, a party defendant to this suit, who was trustee in the deed of trust from John W. Gray and Mary A. Gray, filed with the complainants bill, and which is the subject of this suit, has departed this life, and it appearing to the court that R.P. Jones and M.A. Sutton, executrices of A.C. Jones, decd, have given due and legal notice of a motion and application to this court to substitute a trustee in the said deed, in the place and stead of the said N.P. Young decd, to all parties interested in the execution of said trust: came on this day to be heard on the said motion, on consideration whereof, the court doth order that *A. F. Young* be substituted as trustee in the said deed, in the place and stead of the said N.P. Young decd; and on the motion of, the said *A. F. Young* trustee as aforesaid, ^{*It is ordered*} that he be made a party defendant to this suit, as such trustee, and that it be ^{*and served*} proceeded with against him as such trustee, as a party defendant. And for all other purposes this cause is continued.

John W. Gray.

Vs. In Chancery.

H.F. Young Sustituted Trustee

et als.

Book of Deeds, October 25th 1897.

To be entered.

John W. Gray
R. A. Boykin atty
for defendants.

Enter Octo 25, 1897
Robert P. Meritt

. Entered

John W. Gray.

Versus. In the Circuit Court of Isle of Wight County.

J. F. Young, substituted trustee in the place and stead of N. P. Young, decd, R. P. Jones and M. A. Sutton, executrices of A. C. Jones decd.

This cause came on this day to be again heard on the papers formerly read, and was argued by counsel: on consideration whereof, and by consent of parties entered of record in open court, the court doth adjudge, order and decree that the said R. P. Jones and Mary A. Sutton executrices of A. C. Jones decd recover of the said John W. Gray, the sum of Sixteen Hundred and Thirty Two Dollars, (\$1632.00), that being the principal sum of the bond in the bill and proceedings of this suit mentioned, with legal interest thereon from the 20th day of October 1897, until payment, together with the costs of this suit; and by like consent of parties the court doth further adjudge, order and decree that the injunction heretofore granted in this cause be dissolved, without cost or damages to the sureties in the injunction bond heretofore given in this cause.

W. Gray
" } Du chey
Young Lustin

Rough Deere
April 25th / 1898
To be entered

Robert R. Meutis

Entered #6

J. M. Gray

is } On the Circuit Court of Dale of N. York County.
Young Justice et al

It appearing to the Court that
the matters in dispute, in this suit, have
been compromised and adjusted, it is
on motion of the complainant
ordered, that ^{this} cause be stricken from the
docket.

Gray

25

Jones Foster et al.

Exhibit

"B"

Received of
J. B. Foster

TRUSTEE'S SALE —OF— **Valuable Land!**

By virtue and in pursuance of the provisions of a deed of trust executed by John W. Gray and wife, and duly recorded in the Clerk's office of the County Court of Isle of Wight county, I shall, as the trustee therein named, and at the written request of the holder of the debt thereby secured, offer for sale at auction, before the Courthouse door of said county,

On Monday, November 7, 1892,

the tract or parcel of land conveyed in the said deed of trust, containing by estimation 107 acres, more or less, together with its appurtenances.

This land lies about one mile from the town of Smithfield, on the road leading from said town to the Courthouse of said county, and is improved by a good dwelling and other necessary houses, and is the same on which the grantor now resides. — TERMS CASH.

N. P YOUNG, Trustee.

SEPTEMBER 20, 1892.

Gray Iron Works,

to { INJUNCTION BOND.

Commonwealth

*Nov. 30 1892.
Executed & filed in the
Clerk's office of the
of Wright County.
Test, N. O. Harvey Cor.*

Know all Men by these Presents, That we John W. Gray, William J. Gray
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Hundred and Fifty
dollars, to the payment whereof, well and truly to be made to
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds
of this State. Sealed with our seals, and dated this 3^d day of November
one thousand eight hundred and ninety two.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound John W. Gray

on his bill in chancery against A. P. Young, trustee, and R. P. Jones and M. A. Sutton executors of A. C. Jones deceased

addressed to the Judge of the Circuit Court of the County of Isle of Wight
has obtained from the said Judge an injunction to injoin and restrain the said A. P. Young, trustee, and R. P. Jones and M. A. Sutton from selling, offering, or for sale, or attempting to sell by themselves, their agents, attorneys, or otherwise, the land in the said bill & deed of trust therein filed, or from foreclosing on the said deed
until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until he
or some one for him, shall enter into a bond, with good security, in the clerk's office of the said court payable to the Commonwealth of Virginia, in the penalty of two Hundred and Fifty
dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said John W. Gray shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

A. P. Young, clk.

John W. Gray
W. J. Gray



In the Clerk's Office of the Circuit Court of the County of Isle of Wight
This day personally appeared before me A. P. Young, Clerk
of the Circuit Court of the County of Isle of Wight, William J. Gray, and made oath
that his estate, after the payment of all his just debts, and those for which he is bound as
security for others and expect to have to pay, is worth the sum of Two Hundred and Fifty
dollars, over and above all exemptions allowed by law.

Given under my hand this 3^d day of November, 1892,

A. P. Young Clerk.

In closing W. J.
Gray's check
for \$250.⁰⁰ on
~~State~~ ~~Bank~~ Bank
of Tennessee drawn
by Jas B Bell and
favor of N. P. Young,
and endorsed good
by Cash of said Bk.
and held as col.
actual security.
by said Young etc
pe

E. E. Holland,
President.

CAPITAL, \$20,000.
SURPLUS AND UNDIVIDED PROFITS \$110,000.

Wm. H. Jones, Jr.
Cashier.

The Farmers Bank of Nausemound
Suffolk, Va. Nov. 8. 1892

N. P. Young Esq
Suffolk, Va.
Dear Sir:

The enclosed check was
handed to me, by J. E. Booker Esq.
with instructions to certify and
mail to your address.

Yours truly
Wm. H. Jones, Jr.

Gray Jno. H.
w. 3/4 Newington
Road.
Young, Trustees, do

Executed and
acknowledged by
the obligors on
the 2^d day of Decr.
1895, in the Clerk's
office of the
Wright Circuit Court,
Tate, N. C. Young &

Court of the County of Isl of Wight,
William J. Gray and J. C. Bell, secretaries
in the above bond, and made oath
their estates, after the payment of all
just ^{their} debts, and those for which they
are bound as surety for others and
expected to leave to pay are worth the
sum of "two hundred and fifty dollars
over and above all exemptions allowed
by law,

Given under my hand this 2^d day
December 1895

J. P. Hickey ckr

plaintiff John W. Gray whether said
costs and damages occurred or arose
in part or in whole prior to the ex-
ecution of this bond or subsequent
thereto, that is to say shall be bound
in like manner and to the same
extent as if this bond had been ex-
ecuted on the same day & under the
same order granting the injunction
as the bond first given and secured
by the check mentioned & directed
to be delivered by the decree of record
in said ~~suit~~^{decree} of 28. Octo. 1895. And
the said obligors promise & bind them-
selves & their heirs & assigns to pay all
costs and damages that may be awarded
against the said plaintiff John W. Gray
in said suit in case the injunction
in said suit shall be dissolved, and
if they shall pay all such costs & damages
as shall be awarded against said John
W. Gray in said suit, then this obli-
gation is to be void, otherwise to re-
main in full force. Testis &c. &c.
at New Haven, 1895,

John W. Gray (Seal)
Ann J. Gray (Seal)
J. E. Bull (Seal)

In the clerk's office of the Circuit Court
of the County of Isle of Wight.

This day personally appeared before
me N. O. Herring Clerk of the Circuit

Know all men by these presents, that we John W. Gray, William J. Gray and J. C. Bell are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two hundred and fifty dollars, To the payment whereof well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption as to this obligation, and also of any claim or right to discharge any liability to the Commonwealth arising under this bond, with coupons detached from bonds of the state of Virginia. And it is expressly understood and agreed that this bond (which is given as a new bond under a decree of the circuit court of Isle of Wight county rendered on the 28th day of October 1895, in a suit therein depending in which said John W. Gray is plaintiff, and N. P. Young, &c. & also an defendants) shall cover, embrace and include, and the principal and securities hereto, shall be firmly bound to pay, and hereby firmly promise and bind themselves, to pay their heirs & administrators jointly & severally to pay all costs and damages which may be awarded against the said

Executed by delivering a
copy of the Notice to J. W. Gray
& May A Gray each
Apr 24th 1894

Re, A Edwards
Stpk

Gray.

VS

Young Trustee, et als.

Notice to substitute Trustee

To John W.Gray, Mary A.Gray, and Mary F.Young, S.V.B.Young, and
N.P.Young, the three last in their own right, and as executric-
es and executor of N.P.Young decd, and Anne Robinson Young.
Take notice, That on the 27th day of April 1897, that being Cir-
cuit Court day for the County of Isle of Wight, we shall, at
the Court House of the said County, move the said court, in a
certain suit in chancery depending therein, wherein John W.
Gray is plaintiff, and N.P.Young, decd, trustee, and R.P.Jones
and M.A.Sutton, Executrices of A.C.Jones decd, are defendants,
to substitute a trustee in the place and stead of the said N. P
Young, who has departed this life, in a certain deed of trust
executed by the said John W.Gray and Mary A.Gray to the said
N.P.Young trustee, to secure to ~~xxxxxxxx~~ Henry Jones, the debt
in said deed mentioned, bearing date March 11th 1882, and duly
recorded in the Clerks Office of the County Court of the Coun-
ty of Isle of Wight; the said deed of trust and the debt
thereby secured having been assigned to us.

R. P. Jones } Executrices of
M. A. Sutton } A.C. Jones decd.
By Boykin & Litch
their Attys

Gray.

Vs.

Young Trustee et als.

Notice to substitute Trustee.

Apr 23- 1897, We
acknowledge by ac-
service of this notice
Mary F. Young } De Person Rights
S. P. Young } and as ex-
St. P. Young } ecutive and as
Anne Robinson Young } Trustee of S. P. Young
and

To John W. Gray, Mary A. Gray, and Mary F. Young, S. V. B. Young, and N. F. Young, the three last in their own right, and as executrices and executor of N. P. Young deed, and Anne Robinson Young. Take notice, That on the 27th day of April 1897, that being Circuit Court day for the County of Isle of Wight, we shall, at the Court House of the said County, move the said court, in a certain suit in chancery depending therein, wherein John W. Gray is plaintiff, and N. P. Young, deed, trustee, and R. P. Jones and M. A. Sutton, Executrices of A. C. Jones deed, are defendants, to substitute a trustee in the place and stead of the said N. P. Young, who has departed this life, in a certain deed of trust executed by the said John W. Gray and Mary A. Gray to the said N. P. Young trustee, to secure to ~~xxxxxxx~~ Henry Jones, the debt in said deed mentioned, bearing date March 11th 1882, and duly recorded in the Clerks Office of the County Court of the County of Isle of Wight; the said deed of trust and the debt thereby secured having been assigned to us.

R. P. Jones } Executrices of
M. A. Sutton } A. C. Jones deed