

1835-002

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BROWNE vs. GRAY

11/1835

See also Browne v. Gray, 1833-18

Other surnames: Graves,
stith, Brown

#13.

Brown

v { Papers

Gray

1833 Oct. Bill

1834 Feb. Ansr.

" March. Exceptions to ansr.

" May. Set down for argument
on ~~ansr~~ Exceptions -

1834 Oct. Exceptions sustained & ansr
ref: to Com. &c

1835 Apl. Excepts to Com. n^o 1. overruled
& decree for costs &c & cause sent to the
Rules -

Pliffs costs on exceptions

clks.	\$6.13
Comm.	10.00
	\$16.13

1835 May. Gen. Rep: to ansr.

" Nov. Bill dismissed with costs &c.

Defendants costs

clks.	\$2.01
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Brown

Bill

Gray

Maion & Maion

4 H. M. 4/4-

August 26/1833-

The Clerk of the Supr. Court of
Southampton

To the honorable Robert B Taylor Judge of the Circuit Superior
Court of law and chancery for the County of South
ampton, in chancery setting

Humbly complaining shews, to your honors, your
orator, Orris A Browne, that and agent for the propri-
etors he rented to a certain Edwin Gray for the year
one thousand eight hundred and thirty two, a tract
of land situated in the county of Southampton, for the sum
of fifty dollars to be paid at the end of the year - that he
entered on and occupied the demised premises but
left the State before the end of the year without paying
the rent and is now residing in another State and is believed
to be wholly insolvent, that at the termination of the
year aforesaid there was on the demised premises,
property of the said Edwin Gray liable to distress for the
rent aforesaid; that your orator would have resorted to
that remedy but for the circumstances hereinafter
stated. On leaving the State the said Edwin Gray left
with his brother Thomas R Gray, a person of attorney
to transact certain business for him - that when your
orator spoke of distressing for the rent aforesaid, the said
Thomas R Gray assured him that it was unnecessary
to distress, as he would himself pay the said rent.

That confiding in this promise, your orator paid to
his principals the said sum of fifty dollars, for securing
the distress, and advancing the money on the faith of
the promise thus made to him. That the said
Thomas R Gray has to the utter astonishment of your
orator, refused to comply with his said promise. Your
orator has no evidence of the foregoing allegations in rela-
tion to the said undertaking of the said Thomas R
Gray, and cannot establish them without appealing
to the conscience of the said Thomas R Gray, through
the instrumentality of a court of equity, for a discovery
thereof. Your orator further states, in a detached ^{to the above} ~~part~~ that he
applied to the said Thomas R Gray for the payment
of the said sum of fifty dollars, after the expiration
of the month of January last, who at first denied
that he had made the promise to pay, but upon being

exposed to the truth by your orator, and his memory refreshed
he no longer denied the premises, but remarked that
he would not make the acknowledgment before a court,
no advocate of your orator to cover the payment, but
would pay when it suited his convenience, nothing
further was said on the subject, until May South-
ampton Court last past, when upon being applied to
by an agent of your orator, he declared to him that
he would not pay the amount as he had never
received it &c. &c. Your orator does not pretend to
set forth the very words used on these several
occasions, but alleges that they are substantially
true. In tender consideration whereof, and for as
much as your orator is immediately at law and only
receivable in a court of equity. To the end therefore
that the said Thomas & Gray may be made defendant
hereto, and compelled to answer the allegations of this
bill, on his corporate oath, and that he particularly
say, whether he did not request your orator to forbear
disturbing as aforesaid, and in consideration thereof
Joanna to pay the rent himself and whether he has in
fact paid the same or any part thereof, and moreover
whether in the ^{last} conversation with your orator referred to
above, he did not give us a reason for not making the
demand, that above specified. Your orator prays
the commonwealth's court of Chancery directed &c
that your honor will decree that the defendant
pay to the plaintiff the said sum of fifty dollars
with interest thereon from the first day of January
1833 till paid and grant him general and special
relief in the premises & he will ever pray

Parker & T.

Southampton County to wit

This day Oris A Brown personally appear-
ed before me a justice of the peace for the County aforesaid
and made oath to the truth of the facts set forth in
the foregoing bill of complaint. Given under my
hand and seal in my County aforesaid this 21st day
of August 1833

C. V. V. May Jr.
Esq.

Brown

" { Ans of Dft.

Gray

January 14/1834.

(Depositions referred to not filed
with answers.

The answer of Thomas R Gray to The bill of
complaints exhibited against him in The circuit
superior courts of Law & chancery for The county
of Southampton by Oris A Brown.

This Respondent says That he never knew
or had reason to believe That Oris A Brown
was acting in The character of agent for any
Person whatever to rent Lands for them, That
he knows nothing concerning any bargain between
said Brown & Edwin Gray for Rent of Land
for The Year eighteen hundred & Thirty two or any
other time, nor does he know that The said E
Gray has Rented any Land of Oris A Brown
either as agent for The Proprietors, or of
him (Brown) in civilly - what damages
claimers That E. Gray intended on This Respon-
dent knows not, it is true That E. Gray left
The state of Virginia in The year 1832 &
whether indebted to any person for rent or not
This respondent knows not, but he knows that
E. Gray was compelled to take the oath of insol-
vency on The 20th of March 1832 & rendered
a schedule of his property according to Law
before having This State (a copy of Casa
Shufford's return Thereon & schedule rendered
marked A on herewith filed & prayed to be
taken as a part of This answer) as also The
sheriff's receipt ^{marked} (C) to me for purchase of The
property rendered in The schedule, subject
to The incumbrances therein expressed the

Original and of trust for the benefit of
said Ovis a Brown mentioned in the schedule
is herewith filed & prayed to be taken as a part
of this answer, marked (D) The said Lerra con-
veying all the property of E. Gray was carried into
effect by the Trustee in the year 1832 at two
different sales at the last of which this res-
pondent became the sole purchaser & the
property (though sold before the door of the
sheriff's office on court day) not selling for
a sufficiency to pay the debt due said
Brown by the sum of one hundred & eighty
seven dollars, This Respondent advanced
out of his own pocket the deficiency to
Brown ^{as will appear by the trustees' deposition} of \$187. & this is charged the only
debt that he knew as existing from E. Gray
to C. A. Brown. This Respondent says having
thus satisfied Brown & purchased the property
given in under the schedule of E. Gray & the
said E. Gray being largely indebted to this
Respondent by Bonds herewith filed marked
(H) to secure the payment of a part of which
the said E. Gray had executed to This Respond-
ent a Lerra of trust a copy of which is
herewith filed marked (I) & prayed &c. & being
thus indebted & by right of purchase from the
Trustee of Brown & by right of purchase at
the Sheriff's sale This Respondent procured
in the month of November in the
year 1832 to go to & house on the land
belonging to the estate of Thomas Gray decd.

a crop of standing corn that had been
the property of Edwin Gray & This Respondent
says that a great part of the said corn rem-
ained on the land it was housed & made
on until the Spring of 1833 & that the whole
of it was on the land it was made on, on
the twentieth day of January 1833 at which
time This Respondent had a settlement
in full with the said Brown as will be made
more fully to appear in the sequel & This
Respondent says that he purchased this
corn both under the conveyance of the said
of trust for Browns benefit, which he ^{paid Brown} trans-
ferred to him on This Respondents advancing
the \$187. The deficiency for which E. Gray prop-
erty was sold & on satisfying which he was
of course entitled to the benefit of Browns
Lerra of trust & which was so understood by
or prep a guarantee, This Respondent says
that he was also entitled to this corn & all the
other estate in the Real or personal of the sd.
E. Gray by virtue of his purchase at the
Sheriff's sale to say nothing of his own debt
of trust which covered every thing The sa-
Gray was prepared of or had an interest in
either in ^{possession} Reversion or Remainder (after the
said Browns debt had been satisfied)
which was fully done by This Respondent,
it is true that E. Gray made a power of Attorney
to This Respondent before he left the State of

Virginia which is herewith filed marked HX
prayer to be taken as a part of this answer
which said power of attorney is in the hands
writing of the said E Gray & drawn by him
without the knowledge or consent of this
Respondent & which he never saw nor heard
of until the 20th day of April 1832. The
day it was acknowledged by E Gray in the
clerk's office & just one month after E Gray
had taken the oath of insolvency this
Respondent says that he never heard O. A.
Brown speak of distraining for rent in
relation to the case complained of his bill, or
any other case & the remarks attributed to him
in the plaintiffs bill &c. that this Respondent
told said Brown that it was unnecessary to
distrain as he would pay said rent, is a
scandalous falsehood, as are all the other
statements of said Brown about his confide-
ring in this Respondent's promise & his asto-
nishment at my refusal to pay him fifty
dollars (which during the year 1832 the time
he states I asked the for variance to distrain)
I had never heard of, nor did I know of the
existence of the debt, nor do I now know
of it, or believe it, & in relation to any promise
or undertaking by this Respondent to said
Brown (concerning the rent of land by
E Gray from him) he utterly denies and says
that the interrogatories in the plaintiffs bill
& the appeal to the conscience of him this

Respondent are malicious interrogatories & the appeal
by bill to a Court of Chancery a false scan-
dalous and malicious libel, intended to gratify
malignant feelings & private purposes, This Respo-
ndent says that the allegations of plaintiff's bill relating
to the conversation thus stated to have occurred since
the month of January 1833 are palpable false-
hoods, & the reason why O. A. Brown is thus appli-
cant in stating all this pretended conversation
(in his second bill) after the month of Janu-
ary 1833, is that between the filing of the first
bill (a copy of which is herewith filed marked
(I) & prayer &c) & the filing of his bill to which
this is the answer, the said O. A. Brown probably
had regained some faint recollection of a settle-
ment that took place on the 20th of January
1833 between this Respondent & said Brown, as will
appear by his receipt in full of all demands
taken in his insolvency character & otherwise of
the 20th of January 1833. The Receipt in full
of O. A. Brown aforesaid as above is herewith filed
marked (N) & prayer to be taken as a part of
this answer, as also a paper marked (M) shew-
ing a statement of all their transactions either
in an amicable or otherwise, it is true that at my
Southampton Court 1833 (O. A. Brown being on
terms of amity which he had won towards
this Respondent for some time previous for rea-
sons & motives well known to the said Brown &

Thus ~~his~~ Coadjutors & of which Reasons & motives
This respondent is not ignorant) sent by
Peter Brown a demand to me for the sum
of Thirty Three Dollars & fifty cents due
by acknowledgment from me dated the 20th
of January 1833 at which time we had the
said settlement, also an account for
fifty dollars for rent of land to E. Gray
for the year 1832. it is very true as sta-
ted in jalt. bill that I refused the paymen-
nt of the fifty dollars, and equally true
that I did not refuse the payment of the
thirty three dollars & fifty cents, but told Peter
Brown that I was in an hour or two to
start to Norfolk & should want to carry
what money I had with me but would
pay the debt (the thirty three dollars & fifty
cents) at any time after my return, but the
account for fifty dollars for Rent of Land to
E. Gray. I would now pay & informed him
that I was surprised at Dr. Brown's sending
such a charge against me as I had
told him (C. A. Brown) on the 20th of
January 1833 when we settled that I would
not pay it as I knew nothing of the debt &
admitting its justice to E. Gray I was in no

way responsible for it. This Respondent
says that he started for Norfolk immedi-
ately after the conversation with Peter Brown
and on his return to Jerusalem, found that
C. A. Brown had proceeded to file a Libellous
Bill against him in this court for the re-
covery of said Fifty dollars for Rent of Land
to E. Gray for the year 1832. & before this
Respondent could answer the said bill
(in this court) it was dismissed by the said
Court a Brown for reasons best known to
himself, a copy of said Bill dismissed
as aforesaid is herewith filed marked (I) as
aforesaid & pray a Decree & the disbursement between
that & the present Bill of the plaintiff (particulars
early that part about the conversation since
the month of January 1833) is prayed to be
made by this honorable court. - This Resp-
ndent herewith exhibits four papers marked
N^o 1. 2. 3. & 4 to explain & sustain the state-
ments & items in the Paper marked (m) N^o 1.
being Brown's medical account & me N^o 2
his Receipt as administrator of his Brother
B. Brown, for Books purchased by one of them
N^o 3. a list & prices of said Books corres-
ponding with his receipt (N^o 2.) & corresponding
with the items in the statement on the pa-
per marked (m) N^o 4 Bryants Receipt-
mentioned in the paper marked (m) and

and with the addition of the interest
due there on as charges in the statement
corresponding with that item, the amount of
\$127.07 in the paper marked (M) shows the
amount for which this Respondent on the
20th of January 1833 executed his note to
Ovis A. Brown for & which note has since
been paid to John L. Hunt the assignee
of O. A. Brown & as will appear ~~as will appear~~
by J. L. Hunt's deposition herewith filed, this Res-
pondent further says that on the said 20th
of January 1833 after Brown & himself had
made a final settlement of all their trans-
actions & this Respondent had executed his
note for the aforesaid sum of \$127.07 &
they were about to pass receipts in full the
said Brown mentioned this claim for rent
due (as he stated from E. Gray to him) which
this Respondent said he had nothing to do
with nor did he know anything about it,
except the statement of Brown, & when
Brown insinuated that this Respondent
ought to pay the said Rent (for he did not
demand it) he was told by this Respondent
in the most positive language that he
would not pay it, as he was under no obliga-
tion either legally or morally to do so & there-
fore expected the matter to have ended as

This Respondent knew that Brown was un-
aware he had no right to make such a
demand of this Resp^d, having thus men-
tioned the claim for rent as aforesaid & it
being thus answered, this respondent was
writing a receipt for Brown marked
(L) & herewith filed & prays to when Brown
observed that he had a claim of \$33.50 agai-
nst this Respondent for money won at
cards of which this Respondent told him
he had no knowledge or recollection but
would acknowledge & apure it on his apurti-
on, & acknowledged it in the paper mar-
ked (L) & has paid it as then appears by
the paper marked (L) & dated the 20th
of January 1833. This Respondent denies
ing all fraud, concealment, or device &
having answered the allegations of the
bill of libel & him particularly &
concisely as he is able prays to be dis-
m^{is}sed with his costs &c
J. L. Gray.

Southampton County Set. Office this day. J. L. Gray personally
appeared before me a justice of the peace for the
county aforesaid and made oath Not only to the truth
of the facts (as was done in the affidavit of the plain-
tiff's bill) but the truth of all & singular the statements
in ^{the} foregoing answer, to a bill of libel & him by

by O. A. Brown in the circuit Superior
court of Law & Chancery for the county of
Southampton given under my hand
& seal this 14th day of January 1834

N. M. Sillwell J. P.

Exceptions to
answers filed by
Thomas R. Gray
in the case of Brown
& Gray

to the
answers of
Brown & Gray
in the case of
Brown & Gray

March 8/1834

Brown

" { Exceptions to Dpts.
answers

Gray

1834, March 8^c

Brown

vs 3 In chancery
Gray

The plaintiff by his counsel excepts to the defendant's answer as scandalous and impertinent, in various particulars to wit as containing ~~in making~~ ^{integrity} general charges against the moral character of the plaintiff

The deed of trust from Edwin Gray to Brown and the vouchers filed therewith, in the said answer marked D
The bonds and other vouchers in relation to various transactions between Edwin Gray and the defendant. Marked in the said answer F. G.
The copy of Brown's original bill marked in the said answer I
The medical account of Brown against Thomas R. Gray

The receipt and other vouchers in relation to the purchase of books from Orrison Brown and son of Beverly Brown
The receipt from Orrison to Thomas R. Gray. These papers are marked in the said answer as No 1. 2. 3. 4

For these and other matters both scandalous and impertinent, the plaintiff prays that the said answer may be referred for the purpose of having the said matters expunged at the costs of the defendant -

Pickett J. G.

Brown

" Esq. in Chy.

Gray

To October Rules 1833—

Executed by delivering
a true copy on the
17th day of September
1833

W. D. Selville Deputy of
Sam Bowers Sheriff

THE COMMONWEALTH OF VIRGINIA:

To the Sheriff of Southampton County--Greeting:

We command you that you summon *Thomas R Gray*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery, for the County of Southampton, at the Rules to be holden for said Court, on the first Monday in *October next* to answer a bill in Chancery, exhibited against *his* in the said Court, by *Orvis A. Boone*

And unless the said Defendant shall answer the said bill within four months thereafter, the Court will take the same for confessed, and decree the matter thereof accordingly; and this *he* shall in no wise omit under the penalty of 100l.

And have then there this writ: Witness, JAMES ROCHELLE, Clerk of our said Court, at the Courthouse, this *26th* day of *August* 1833, and in the *58th* year of the Commonwealth.

James Rochelle

Bluff

Brown

" } Dep:

Gray

Came to hand pealed March
29/1834.

Mrs Bowdoin - At the time of the payment of the rent as aforesaid by Dr. Browne - he mentioned, that he would advance the proportion of rent to which Mrs Bowdoin's Guardian was entitled, that altho' it had not been paid to him Mr. Tho: R. Gray had promised to pay it to him - This deponent advised Dr. Browne at the time not to pay the money before he had received it - that there might be some difficulty about it, and that he might therefore lose it. He seemed to apprehend no difficulty in the case, unless Mr. Tho: R. Gray should die. He stated that there could be none either in consequence of the arrangement and understanding between himself and Mr. Tho: R. Gray - that it was at the request of Mr. Tho: R. Gray & upon his promise to pay the Rent himself, that he declined resorting to a warrant of distress or attachment for Rent, as he had pre-determined to do. This deponent, thinks the Doctor added & stated, that the property of the Tenant, Mr Edwin Gray, had been sold for the benefit of Mr. Tho: R. Gray, who had therefore received to the amt. of the rent, more than he could have recovered - and that the rent, apart from the express promise of Mr. Tho: R. Gray to pay, would be an equitable claim upon him, and a debt which he would feel himself in honor bound to pay - upon which the Doctor paid the rent as aforesaid to this deponent - and for which this deponent gave a receipt. And further this deponent saith not

R Graves.

Sworn to before us, the day & year above

Wm E B Ruffin L.P.

Allen C. Binns (P.)

The deposition of Drury Tuth, taken at Philip Smith's Tavern, at Surry Court House, on the 24th day of March 1834 between the hours of 9 o'clock in the morning and 5 o'clock in the Evening, pursuant to Notice. This deponent being of lawful age & being sworn, deponent saith, that as the agent of John A Cocke Guardian of S. El. Bowdoin, under the particular direction of said Cocke, that I wrote to Doct. Orris A. Browne sometime in the winter of 1831. '32 requesting him to rent out the property called Round hill belonging to his said Cocke ward - that I soon afterwards received from Doct. Browne a letter, stating that he would comply with the request. That Doct. Browne did afterwards, as I understood & believe, rent the property in question to Mr Edwin Gray, for the sum of twenty dollars. That sometime in the fall of the year 1832, understanding that Doct. Browne intended removing to the West, I addressed a letter to him requesting him to forward to me the note taken for the Rent, by some safe conveyance, suggesting to him that he might send it by Col Graves or some other attorney who practiced in the Court of Southampton County. To this letter, I received no reply from Dr. Browne. In the spring of 1833 I received from Dr. Browne, thru the hands of H. Gray, the rent of said land, to which Mrs Bowdoin was entitled say \$20. after deducting taxes on the same paid by him & the Commission to the attorney for recovering the money of said Browne & paying it over to me. Mrs. Mary Gray owned land adjoining to or which originally belonged to the land owned by Mrs Bowdoin called Round hill to which was then rented out by Dr. Browne as this deponent heard Mrs Gray say, as her agent. And further this deponent saith not.

Sworn to before us day & year above

Wm E B Ruffin L.P.

Allen C. Binns (P.)

Southampton County to wit

This day John T. Moore personally
appeared before me a Justice
of the Peace for the County aforesaid
and made oath that on the 15th of
March he delivered a true copy of
the within notice to Thomas R. Gray,
given under my hand this 18th
day of March 1874

Hardy Harris JP

Mr. Thomas R. Gray

Sir. Take notice that on Monday the 17th day
of March, between the hours of 9 o'clock A.M. and 5 o'clock
P.M. at Thomas C. Jones Tavern in the Town of Jerusalem,
I shall proceed to take the depositions of John Magrath, Jr.,
Jesse Conway, ~~Wm. C.~~ Parker and others, to be read as evidence
in a suit now depending in the Circuit Superior Court of
Law and Chancery for the County of Southampton, wherein
I am Plaintiff and you are defendant; and on Monday
the 24th of March at Philip Smiths Tavern, at Ferry Court-
house, between the same hours the depositions of Ralph
Graves, Doury Tith and others, to be read in the same case,
and that if any thing should occur to prevent me from
taking the said depositions on the said respective days, I
shall proceed to do so, on the next days respectively, at the
places aforesaid, when and where you may attend if you
think proper

Oris F. Brown

March 10th 1834.

Brown
vs } Comrs
Gray } Report.

1835 March 11th

march 2^d 1835

Brown
vs 3 Commo⁴
Gray 3 Report

The Commissioner in pursuance of the annexed order of the Court, has examined the answer of the defendant, with mature deliberation, and in conformity thereto, do make the following report. -

In the 3rd page and 17th line from the top, and all the 18th and 19th ^{part of 18th} lines following, expunge the words, "is a malicious falsehood, as are all the other statements of said Brown, about his confiding in this respondents promise to pay, and his astonishment at my refusal to pay. -

In the same page 24th line, expunge "malicious"

In the 25th & 26th lines, same page, expunge, "is a false, scandalous, and malicious libel, intended to gratify malignant feelings, and private purposes". -

In the 28th line same page, expunge, "palpable falsehoods" and in the 4th page and 9th line from the top, expunge "coadjutors"

Respectfully Submitted to the Court

Leah Cobb Comm^r

Comps^d fee 10 Hours \$10.00
to wit Feb 3/1835 - 6 Hrs
March 2^d/1835 4 do
10.

The above fee bill sworn to before me as justice by Leah Cobb Comm^r.
Given under my hand this day
of March 1835

Brown

W. E. Lacy Order

Gray

At a certain Superior Court of Law and Chancery held for Southampton County the 1st
day of November 1834 -

Orris A Brown

against

Thomas R Gray

Plff
vs
Def
In Chancery

This cause in which the Defendant has filed his answer, to which the plaintiff filed
no replication, but filed exceptions in writing thereto, came on this day to be heard
upon the said exceptions Whereupon the Court doth refer the answer of the defendant
to the bill of the plaintiff to the Commissioner of this Court for the purpose of expunging
the scandalous and impertinent matter therein contained and order the defendant
to pay the costs of executing this order

Attest

L. R. Edwards Clk

Brown

as

Gray — The plaintiff by his counsel excepts
to the insufficiency of the report of
the commissioner Cobb in not striking
out the irrelevant matters of the answer
of the defendant, as well as the scandal-
ous — & asks that the answer of
the defendant may be again referred
to him for the purpose of striking from
it all matters deemed irrelevant
& not relevant to the case —

W. L. Parker
Counsel for the plaintiff

Done

Exhibits filed with
answ —

Brown

as Ex. with ans.

Gray

1834 January 14

J. R. Gray
to { aut }
C. A. Brown

\$ 30.50

(No 1)

Brown
to { Ex: with Chris. }
Gray

4834, Jan'y 14

1831-

Thomas R. Gray

To Orris A. Browne

	R			
Sept	12	To visit 12/- Medicine 8/-		
"	13	" Visit 12/- Medicine 8/-		\$3.00
"	14	" Visit 12/- Medicine 12/-		3.00
"	15	" Visit 12/- Epis. past 4/- Medicine 5/-		4.00
"	16	" Visit in rain 24/- Medicine 9/-		4.00.
"	17	" Visit 12/- Medicine 12/-		5.50.
"	18	" Visit etc 15/-		4.00.
"	19	" Visit etc 15/-		2.50
"	20	" Visit 12/-		2.50
				2.00

Rec'd pay must in full of
 the above amount
 Orris A. Browne

Thomas R. Gray
20th Decr
Orin A. Browne adw'd

N^o 2

Browne

v. 3 Ex. with ansr.

Gray

1834 Jan'y. 14

Thomas R. Gray

To Chris A Brown adm of
Beverly B. Browne

be

Rates digest		\$ 5.00
Hemmings & Munfords reports (4 vs)		12.00
Halls reports (3 vs)		9.00
Washingtons Reports (2 vs)		6.00
Randolphs Reports (4 vs)		12.00
Francis Maxims		50
Maxs Maxims		50
Maxims on hills		3.00
Virginia Reports		18.00
Munfords Reports (8 vs)		3.00
Halls suggested Index		3.00
Thakespares plays		0.00
2 vs Hemmings statutes at large		
		\$ 73.50

Recd pay ment in full of the
above

Chris A Brown

J. R. Gray sent
for
Books

(No 3)

Brown

as Ex. with ansr

Gray

1834 Jan 14th

List of Books loaned J. R. Gray
August 1831 By O. A. Browne

Tales Digest 1 vol	6.00
Hunting & Manfords Rep. 4 vol	12.00
Callers Reports 3 vol	9.00
Washingtons Reports 2 vol	6.00
Randolphs Reports 4 vol	12.00
Francis Maxims 1 vol	50
Maxims 1 vol	50
Maxims on Bills 1 vol	50
Virginia reports 1 vol	3.00
Manfords Reports 6 vol	18.00
2 vols H. Statutes at large	00.00
Hall Digest	67 50
	03 00
	\$ 70 50
2 vols of Shakespeares plays	13.00

J. Bryant

Brown \$40:00

in Ex. with ansⁿ

Gray

(No 4)

1834, Jan'y 14.

Recd of Miss A. Brown forty dolls in part-pay-
ment of an account of Lewis Bryant - \$40.

Thos. R. Gray

June 21-1831

L. Bryant

Cook

" { Lada 40
}

Gray

copy
Broune

" { Ex. with ansr.

Gray

A

1834 Jan. 14

The Commonwealth of Virginia To the Sheriff of Southampton County
 Greeting. We command you that you take Edwin Gray if he be found within
 your bailiwick and him safely keep so that you have his body before the
 Justices of our Court of said County at the Courthouse on the first day of March
 next to satisfy Jeremiah Cook the sum of Twenty one dollars eighty
 five cents with legal interest from the 28th February 1826 till paid which the
 said Jeremiah Cook lately in our County Court of Southampton hath recovered
 against the said Edwin Gray for damages, also the sum of nine dollars and
 35 cents which to the said Jeremiah Cook in the same Court were adjudged
 for his costs in that suit expended, whereof he is convicted as appears to us of
 record. And have then there this writ. Witness James Rockelle Clerk of our
 said Court at the Courthouse the 18th day of January 1832 in the 56th year of the
 Commonwealth.

James Rockelle cl^k

Sheriff's Return)	Debt due July 28/1826.	\$ 21.85
	Int. till June 18/1832.	8.24
	Costs	9.25
	Shffs Court	39.34
	arrest	1.96
		63
		\$ 41.93

"By virtue of the within writ to me directed I have arrested the within
 named Edwin Gray, put him in Jail, afterwards availed himself of the
 benefit of the insolvent debtors oath, rendering a Schedule which is herewith
 returned. Edwin Bull's depy of John Rockelle Shff.

"Sold the defendants interest in the schedule mentioned according to Law, when
 Thomas R Gray purchased the said interest for the sum of forty one dollars
 ninety three cents, being the highest bid made for the same. Schedule re-
 turned. Edwin Bull's Depy. of John Rockelle Shff: June 18/1832.

"Satisfied by sales of interest in schedule. Edwin Bull's Depy. of John Rockelle Shff

The Schedule of Edwin Gray given before us this 20th of March 1832. The
 remainder of all and every kind of property whatever either in possession,
 reversion or remainder to which I may be entitled after paying and satisfy-
 ing two deeds of Trust executed to Orris A. Browne & J. R. Gray or for their ben-
 efit and the property therein conveyed does include so far as I know or believe
 all my property as above expressed.

Edwin Gray

Southern

Copied Teste James Rockelle cl^k

Shiff's Receipt

(C)

Brown

" } Exc. with ans

Gray

1834 Jan'y 14

Recd. June 19/1832 from Tho: R. Gray The sum
of Forty one dollars Thirty cents in full for
the purchase of all Edwin Grays interest
in a Schedule given in by him in the case
Jenniah Cook against said Edwin Gray
upon a case issued from the clerks
office of the County Court of Southampton
^{against him}
which will more fully appear by re-
ference to the Schedule returned with
the case to the office. The said Tho:
R Gray being the highest bidder at
the day of sale before the said interest
was publicly sold. -

Edw: D. Butts clerk of
Court
Barnes Clapp

Gray

To Dr. D. D. Frost

Brown

Nov 21/1831, proved by 2 writ as to one party
I con. as to him, ack. by 2 parties
ack. as to them.

Nov 22/1831, full, proved by 2 parties

Dec 19/1831, not upon the proceedings
of the day

(ID)

Examined

Recorded

(3 Page 123)

- 1 page 113

other - 100

Rowan 10
223

Brown

is 3 Ex. with ansr

Gray

1834, Jan. 14^b

Somerset County Inche Clerk's Office the 2nd day of November 1831.
This Indenture was proved by the oath of Peter Bromm one of the
witnesses as to Edwin Gray one of the parties thereto & having been proved
in the Clerk's office the 21st day of November 1831 by the oath of
John Egan & A I B Kell also witnesses thereto as to the said
Edwin Gray and ack^d in the Clerk's Office the 21st day of Nov
1831 by Jeph Derry & Orris at Bromm the other parties thereto
admitted to record & read a Court held for the County
aforesaid the 19th day of December 1831 The said
Indenture was entered upon the proceedings of the day

Teste James Rockelle Ck

This indenture made and entered into this
fourteenth day of November in the year one
thousand eight hundred and thirty one between
Edwin Gray of the County of Southampton of
the first part, Jeph Dmory of the second part
and Coris A Browne admr. of Tho. Gray decd
of the third part. Whereas the said Edwin Gray of
the first part is justly indebted to the said Coris A
Browne of the third part in a bond bearing equal
date with these presents for the sum of eight
hundred and forty eight dollars and ten cents
due the nineteenth day of August eighteen hun-
dred and thirty two, and whereas the said Edwin
Gray is willing and desirous to secure to the said
Browne of the sum aforesaid when it shall be-
come due and payable. This indenture therefore
witnesseth, that as well in consideration of the
promises as of the sum of one dollar to be paid
hand paid by the said Dmory, party of the second
part, the receipt whereof is hereby acknowledged
by the said Edwin Gray has bargained and sold
and by these presents doth bargain, sell, grant
and convey unto the said Jeph Dmory all his
interest of whatsoever description in the estate both
real and personal of Thomas Gray which was de-
vised to him by the last will and testament of
the said Thomas Gray; also all his interest in the
plantation adjoining the lands of William Parker
in the County of Sussex; known as the "Spring Swamp
plantation" and in the tract of land on which the
late Thomas Gray resided in the County of Southamp-
ton and also the following property to wit -
One desk and book case, six Windsor chairs, three
beds and furniture, two riding saddles, three tables,
six table cloths, two pair of Androns. two guns.
Two carpets. one medicine chest, eleven silver table spoons
eleven silver tea spoons, four blankets, four bed quilts,
five counterpanes, two looking glasses, two cans and
buckles, two shaping dishes, Paper works, Paper works

foundling hospital for sick, and all his other books nine smoke-
gany chairs, forty hogs, one four barrel still, one hundred and
nety casks, two yoke of Oxen, three cows, three horses, forty
four sheep, one silver watch, one dozen knives and forks, one
double sis and harness, one single sis and harness, Shakespeares
works, two tumble cards, two or carts and chairs, one hundred
barrels of corn, one corn sheller, one corn barrel, one half
bushel, a parcel of lands, three ploughs, one bucket, a barrel
still, four wine presses, four and a half - two apple mills and
vats - one pair of cow wheels, one gallon pot, six pewter candle
moulds - two carrying chains, three barrels wine, one trap
skillet - one pair of tittum and irons, ovens, pots &c and
all the other property purchased by the said Edwin Gray
at the sale of Thomas Gray dec'd. - To have and to hold
The said bargained tracts of land with their appurtenan-
ces, and the other property aforesaid, to him the said Jesse
Dowry and his Exors and admrs and to his and their
only proper use and behoof forever. Upon Trust
nevertheless, that the said Edwin Gray is to obtain pos-
session of the said property until default shall be made
by him in the payment of the said note when it shall
become due and payable; and on such default the
said Jesse Dowry shall after advertising the time and
place of sale for fifteen days at some publick place
bound to sell the said tracts of land and other property
or as much thereof as shall be sufficient to pay so
much of the said debt, to the said Browne as shall
be unpaid. Together with the expenses attending this trust
And the said Edwin Gray covenants with the said
Jesse Dowry, that he shall have a good title to the
said tracts of land and other property, and shall
have possession of the same for the purposes afo-
said, whenever a sale shall become necessary
under this trust. And the said Jesse Dowry covenants
with the said Gray and the said Browne, respectively
that he will and truly execute the trust hereby en-
joined in him; and the said Browne covenants
with the said Gray that he will release the said
property from this incumbrance whenever the
said debt shall be paid to him or to his order
In witness whereof The said parties have hereunto set
their hands and seals this day and year first
herein written

Signed sealed and delivered in presence of
John Exam 4th Nov 1831
H. J. B. Fuller
Peter Browne 22nd Nov
Edwin Gray
Jesse Dowry
Oris Browne

Erin Gray

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Drury

(FH)

July 16th 1832
Put on the within
to go out to the
Vallumbicuna this day
of Oct - above J. R. Gray
wrote
J. R. Gray

1831 7531

On demand this 3rd of January 1832 I
promise to pay J. P. Gray the sum of
Office remuneration & twenty seven dollars
& $\frac{34}{100}$ for value received as witness my hand
and seal this day and date above written

Edwin Gray Seal

E. Gray to
J. R. Gray 1832

(F)

Brown

in 3 Ex. with ansr.

Gray

1834 Jan 14

On demand I promise to pay J. K. Gray the sum
of one hundred ^{& twenty seven} dollars for value received
as witness my hand & seal This 20th of May
1832

Edwin Gray 

This ~~agreement~~ made this 3rd of January
1832 between Edwin Gray of the first part
Littleton R. Edwards of the ~~second~~ part &
W. Gray of the third part witnesseth
that whereas the said Edwin Gray is justly
entitled to the said W. Gray in the sum
of Three hundred & twenty seven
dollars $\frac{34}{100}$ and being desirous to secure
the same to the said Gray hath and doth
hereby grant convey and confirm unto the
said Littleton R. Edwards his heirs &c for and
in consideration of one dollar to him the
said Edwin Gray in hand paid by the said
Edwards all the undivided interest in
his Father's estate as bequeathed to
him the said Edwin Gray by the last will
of his deceased Father as also all the person-
al property purchased by the said
E. Gray at the said of his Father and
on which a deed has been given to
secure this purchase to C. A. Brown
The said J. Gray died Reference being
had to said deed will fully appear to
disgrace the property aforesaid
also the undivided interest in a certain
tract of land in Dupont county called
the spring swamp plantation to the
said Edwards his heirs &c against the claim
of the said Edwin Gray or any person claim-
ing in or by him — upon trust

nevertheless that the said Lawman after
 paying and satisfying the said J. R. Gray
 his bill or assigns the aforesaid sum of
 three hundred & seventy seven dollars
 34/100 for the raising of which he is im-
 prisoned to sell the same agreeable to
 law at and by the request of the said J. R.
 Gray his heirs & assigns shall pay over
 the balance to the said Edwin Gray
 his heirs or assigns in witness whereof the
 parties hereto have set their hands & seals
 this 2nd of January 1832

Test

Edwin Gray

Joseph B. Slade

Joseph B. Slade v. Jan. 5/1832

L. R. Edwards

John + Baonely 13th Jan. 1832

J. R. Gray

mark

Gray

To Dardmst

Gray

Jan. 3/1832 paid by J. R. Gray

Jan. 13/1832 fully paid L. R. Edwards

Jan. 16/1832 entered upon the
 have earnings of the day

(Ct)

Browne

in 3 Ex. with ansr.

Gray

1834 Jan. 14

Recorded
 Page 156

Santhampton County In the Clerk's Office the 13th day of January 1832
 This Decretum was given by the Clerk of the said County one of the 18th of
 above and having been given in the Clerk's Office the 5th day of January 1832
 by J. B. Slade and Joseph B. Slade also witnesses, this is
 admitted to be a legal and valid judgment for the party of whom the
 16th day of January 1832 the said Decretum was entered
 upon the proceedings of the day

Test James R. Chubb

July 15th 1832
 This office of the Clerk of the County of
 1a. of H. D. of the County of
 benefit arising under it
 to go to the payment of the
 pay or for which it was
 or extra for the benefit of
 the said Decretum

Southampton County In the Clerk's Office the 20th day of April 1832
This Power of Attorney was ack^d by Edwin Gray party thereto and admitted to Record
• And acknowledged before the County aforesaid the 21st day of May 1832 The said
Power of Attorney was entered upon the proceedings of the day

Teste James Rockwell Clk

Power of atty.
from E Gray
April 1832

April 20/1832 ack^d & R
May 21/1832 Ent upon the
proceedings of the day

(III)

Beare

v E Gray att. and sec

Gray

1834 Jan 14

Recorded

Page 340

5
I now all Men by these Presents that I
Edwin Gray of the County of Southampton and State
of Virginia have constituted and Appointed my
my Friend and Brother Thomas R. Gray of the
County of Southampton and State of Virginia my
true and Lawful attorney for me and in my name
to use to ask, demand, sue for recover and receive
all such sums of money Debts or any other pro-
-perty of any kind whatsoever, which are or shall
be due owing payable and belonging to me
or detained from me by any manner of ways
or means whatsoever giving and Granting
unto my Attorney by these presents my full
and whole power and authority in and about
the premises to have use and take all lawful
ways and means in my name for the recovery
thereof And upon the receipt of any such debts
or sums of money or other Property aforesaid
acquittances or other sufficient discharges for
me and in my name to make seal and deliver
-ver for me and in my name that may be
necessary to be done in and about the Premises
as fully and amply to all intents and purposes
as I myself might or could do if I was person-
-ally Present As Witness my hand and
seal this fifth day of December 1831

Edwin Gray Seal

20 Apr 1832

Browne

in { Bill

Ex. w^t ans^r.

Gray

Albany

(II)

To the Hon: Robert M Taylor Judge of the Circuit Superior Court of Law & Chancery for the County of Southampton.

Humbly complaining shews unto your Honor, your orator Orms A. Brownie, that as agent for the proprietors, he rented to a certain Edwin Gray for the year one thousand eight hundred and thirty two, a tract of land situate in the County aforesaid, for the sum of fifty dollars to be paid at the end of the year: that he entered on, used and occupied the demised premises, but left the State before the end of the year, without paying the rent, and is now believed to be wholly untroubled: that at the termination of the year aforesaid there was on the premises property of the said Edwin Gray liable to distress for the rent aforesaid: That your orator would have resorted to that remedy, but for the circumstance herein after stated. On leaving the State the said Edwin Gray left with his brother Thomas R Gray a power of attorney to transact certain business for him: that when your orator spoke of distraining for the rent aforesaid the said Thomas R Gray assured him that it was unnecessary to distrain that he would pay the said rent: that confiding in this promise your orator paid to his principals the said sum of fifty dollars, for bearing to distrain and advancing the money, on the faith of this promise. That the said Thomas R Gray has to the utter astonishment of your orator, refused to comply with his said promise: Your orator has no evidence of the foregoing allegations, and cannot establish them without appealing to the conscience of the said Thomas R Gray for a discovery thereof which can only be had in a Court of equity. In tender consideration whereof and for as much as your orator is remediless at Law and only relievable in equity, To the end that the said Thomas R Gray made defendant hereto and compelled to answer the allegations of this bill on his corporal oath, and that he particularly say, whether he did not request your orator to forbear distraining as aforesaid, and in consideration thereof promise to pay the rent himself, and whether he has in fact paid the same or any part thereof, he prays the Communalities, writ of Sp^{ec} directed &c and that your honor will decree that the defendant pay to the plaintiff the said sum of \$50 with interest thereon from the 1st day of January 1833 till paid, and grant him general & special relief, and he will pray &c.

Orms A. Brownie.

Southern County Court. This day Orms A. Brownie personally appeared before me a Justice of the Peace for the County aforesaid, and made oath to the truth of the facts set forth in the foregoing bill of complaint. Given under my hand & seal of my County aforesaid this 20th day of May 1833.

Wm. A. Spark J.P.

Attest Teste James Rochelle Clk

Gray }
20 } Reck
Broune

250
6 $\frac{1}{2}$
1500

(II)

Broune

" } Ex. with ans
Gray

1824 Jan. 14⁴

This day recd of Oris a Brown pay-
ment in full on settlement of accpts
(it apt an account due to Brown for
~~thirty three dollars & 50/100~~) both
as Representative of my Father & in
his incurrence at Charleston January
20th 1833

Recd of J. W. Gray the above sum of Thirty
Three dollars & $\frac{50}{100}$ of interest This 30th of December
1833. J. W. Gray
DR Edwards for W. C. Parker atty.
for Oris a Brown

Settlement with
Dr G A Browne
January 20. 1833

Col

(M)

Browne

& Ex: with ans.

Gray

1834, Jan. 14

Note on 25 Decr 1830 - 92 h. 95 -

Int to 23 aug 1832

John L. 29.64 + Harts
The pair - 25.76

1st to January 21-

Moth seen 25th December

1831

Int. un

by cash

by Bryant receipt

by balance on the Bay Pines
statement & interest

by letter and on Jan 29
N. B. 1871 by M. Evans.

Brook

my fus & you & as a comp.

Medon cat acff

claims from other

Balkan on E. Gray's alt-

on the 4th of a. collars paid by

irregular pictures of Salin

A Brown
Receipt
January 20
1833

(N)

Brown

Ex. with ans

Gray

1834 Jan 14

20th of January 1833 This day settled with
W. R. Gray all transactions toth in my individual
and character & as a sign of I Gray rec'd of cash
an open account due me by W. R. Gray of thirty
Three dollars & 50/100

Chris. A. Brown

Bacon

" } Copy Papers

Gray

For Comm. Cobb

Document referred to
in Comm. Report

1875
July - 3^d - Examining bill & answer - 6 Hours -
March 2^d do Report - 4 -
10

To the honourable Robert B Taylor judge of the circuit-Supreme Court of law and chancery for the County of Southampton, in chancery sitting -

Humbly complaining shews to your honour, your orator, Orris A Biron, that as agent for the proprietors, he rented to a certain Edwin Gray for the year one thousand eight hundred and thirty two, a tract of land situated in the County of Southampton for the sum of fifty dollars to be paid at the end of the year - that he entered on used and occupied the demised premises but left the State before the end of the year without paying the rent and is now residing in another State and is believed to be wholly insolvent, that at the termination of the year aforesaid there was on the demised premises, property of the said Edwin Gray liable to distress for the rent aforesaid, that your orator would have resorted to that remedy but for the circumstances hereafter stated.

On leaving the State the said Edwin Gray left with his brother Thomas B Gray a power of attorney to transact certain business for him - that when your orator spoke of distraining for the rent aforesaid the said Thomas B Gray assured him that it was unnecessary to distress, as he would himself pay the said rent - That confiding in this promise your orator paid to his principals the said sum of fifty dollars forbearing to distress, and advancing the money on the faith of the promise thus made to him: That the said Thomas B Gray has to the utter astonishment of your orator refused to comply with his said promise, your orator has no evidence of the foregoing allegations in relation to the said undertaking of the said Thomas B Gray and cannot establish them without appealing to the conscience of the said Thomas B Gray, through the instrumentality of a court of equity for a discovery thereof. your orator further states in addition to the above that he applied to the said Thomas B Gray for the payment of the said sum of fifty dollars, after the expiration of the month of January last who at first denied that he had made the promise to pay but upon being expostulated with by your orator and his memory refreshed he no longer denied the promise, but remarked that he would not make the acknowledgement before a witness so as to enable your orator to coerce the payment but would pay when it suited his convenience - nothing further was said on the subject untill May Southampton Court last past when upon being applied to by an agent of your orator he declared to him that he would not pay the amount as he had never assumed

to do so. Your orator does not pretend to set forth the very words used on these ^{several} occasions, but alleges that they are substantially true. Intended counsel mentions whereof, and for as much as your orator is remediless at law and only redressable in a court of equity. To the end therefore that the said Thomas R. Gray may be made ^{and} defend^{er} hereto, and compelled to answer the allegations of this bill, on his corporal oath, and that he particularly say whether he did not request your orator to forbear distraining as aforesaid & in consideration thereof, promise to pay the rent himself, and whether he has in fact paid the same or any part thereof, and moreover whether in the last conversation with your orator referred to above, he did not give as a reason for not making the admission, that above assigned. Your orator prays the Court that the writ of subpoena directed to that your honor will decree that the defendant pay to the plaintiff the said sum of fifty dollars with interest thereon from the first day of January 1833 till paid and grant him general and special relief in the premises & he will ever pray

Parker pr. pr.

Southampton County to wit

This day Orris A. Brown personally appeared before me a justice of the peace for this County aforesaid and made oath to the truth of the facts set forth in the foregoing bill of complaint. Given under my hand and seal in my County aforesaid this 21st day of August 1833 -

(Page 1)

Geo. G. Gray Jr. (deaf)

The answer of Thomas R. Gray to the bill of complaints exhibited against him in the circuit superior court of law & chancery for this county of Southampton by Orris A. Brown.

This Respondent says that he never knew or had reason to believe that Orris A. Brown was acting in the character of agent for any Person whatsoever to rent lands for them, that he knows nothing concerning any bargain between said Brown & Edwin Gray for Rent of land for the Year eighteen hundred & thirty two or any other time, nor does he know that the said E. Gray ever Rented any land of Orris A. Brown either as agent for the Proprietors, or of him (Brown) individually - what demised premises that E. Gray entered on this Respondent

Page 2

knows not, it is true that E. Gray left the state of Virginia in the year of 1832 & whether indebted to any person for rent or not this Respondent knows not, but he knows that E. Gray was compelled to take the oath of insolvency on the 20th of March 1832 & rendered a schedule of his property according to law before leaving this state a copy of said sheriff's return therein & schedule rendered marked A are herewith filed & prayed to be taken as a part of this answer as also the sheriff's receipt (marked C.) to me for purchase of the property rendered in the schedule subject to the incumbrances therein expressed the original deed of trust for the benefit of said Orris A. Brown mentioned in the schedule is herewith filed and prayed to be taken as a part of this answer, marked (D) the said Deed coming all the property of E. Gray was carried into effect by the trustee in the year 1832, at two different sales at the last of which this Respondent became the sole purchaser of the property (though sold before the door of the sheriff's office on court day) not selling for a sufficiency to pay the debt due said Brown by the sum of one hundred & eighty seven dollars, this Respondent advanced out of his own Pocket the deficiency to Brown of \$187. as will appear by the trustee's deposition herewith filed marked (E) & thus discharged the only debt that he knew as existing from E. Gray to O. A. Brown.

This Respondent says having thus satisfied Brown & purchased the property given in under the schedule of E. Gray & the said E. Gray being largely indebted to this Respondent by Bonds herewith filed, marked (F) to secure the payment of a part of which the said E. Gray had executed to this Respondent a Deed of trust a copy of which is herewith filed marked (G) & prayed, &c. & being thus indebted & by right of purchase from the trustee of Brown & by right of purchase at the sheriff's sale this Respondent proceeded in the month of November in the year 1832 to gather & house on the land belonging to the estate of Thomas Gray dec'd a crop of standing corn that had been the property of Edwin Gray & this Respondent says that a great part of the said corn remained on the land it was housed & made into untill the spring of 1833 & that the whole of it was on the land it was made on on the twentieth day of January 1833 at which time this Respondent had a settlement in full with the said Brown as will be made more fully to appear in the sequel & this Respondent says that he purchased this corn both under the conveyance of the deed of trust for Browns benefit, which the said Brown transferred to him on this Respondent

advancing the \$167. the deficiency for which C. Gray's property was sold & on satisfying which he was of course entitled to the benefit of Brown's Deed of trust & which was so understood by express agreement - This Respondent says that he was also entitled to this corn & all the other estate either Real or personal of the said C. Gray by virtue of his purchases at the sheriff's sale to say nothing of his own deed of trust - which covered every thing the said Gray was possessed of or had an interest in either in possession Remainder or Reversion (after the said Brown's deed had been satisfied) which was fully done by this respondent - it is true that C. Gray made a power of Attorney to this Respondent before he left the state of Virginia which is herewith filed ^{marked} 26 & prayed to be taken as a part of this answer which said power of attorney is in the hand writing of the said C. Gray & drawn by him without the knowledge or consent of this Respondent & which he never saw nor heard of until the 20th day of April 1832 the day it was acknowledged by C. Gray in the clerk's office & just one month after C. Gray had taken the oath of insolvency - This Respondent says that he never heard C. A. Brown speak of distraining for rent in relation to the case complained of in his bill or any other case & the remarks attributed to him in the plaintiff's bill &c. that this respondent - told said Brown that it was unnecessary to distrain as he would pay said rent is a scandalous falsehood as are all the other statements of said Brown about his confiding in this Respondent's promise & his astonishment at my refusal to pay him fifty dollars which during the year 1832 the time he states I asked the forbearance to distrain I had never heard of nor did I know of the existence of this debt - nor do I now know of it - or believe it - & in relation to any promise or undertaking by this Respondent to said Brown concerning the rent of land by C. Gray from him he utterly denies and says that the interrogatories in the plaintiff's bill & the appeal to the conscience of him this Respondent are malicious interrogatories & the appeal by bill to a court of chancery is false, scandalous, and malicious Libels intended to gratify malignant feelings & private purposes & this Respondent says that the allegations of plaintiff's bill relating to the conversation there stated to have occurred since the month of January 1833 are unsubstantiated & the reason why C. A. Brown is thus explicit in stating all this pretended conversation (in his second bill) after the month of January 1833 is that between the filing of the first bill (a copy of which is herewith filed marked 9) & prayer for the filing of his bill to which this is the answer the said C. A. Brown probably had

regained some faint recollection of a settlement that took place on the 20th of January 1833 between this Respondent & said Brown, as will appear by his receipts in full of all demands both in his individual character & otherwise of the 20th of January 1833 - The Receipt in full of C. A. Brown dated as above is herewith filed marked (11) and prayed to be taken as a part of this answer, as also a paper marked (10) shewing a statement of all their transactions either individually or otherwise it is true that at Mag. Southampton court 1833 (Oris. A. Brown being on terms of intimacy which he had conceived towards this Respondent for sometime previous, for Reasons & motives well known to the said Brown & others his conjectures of which Reasons & motives this respondent is not ignorant) sent by Peter Brown a demand to me for the sum of Thirty three thous dollars & fifty cents due by acknowledgement from me dated the 20th of January 1833 at which time we had the aforesaid settlement, ~~also~~ ^{and} an account for fifty dollars for rent for Land to C. Gray for the year 1832 it is very true as stated in the plaintiff's bill that I refused the payment of ^{this} fifty dollars and equally true that I did not refuse the payment of the thirty three dollars and fifty cents, but told Peter Brown that I was in an hour or two to start to Norfolk & should want to carry what money I had with me but would pay the debt (the thirty three dollars & fifty cents) at any time after my return, but the account for fifty dollars for Rent of Land to C. Gray I would never pay & informed him that I was surprised at Dr. Brown sending such a charge against me as I had told him (C. A. Brown) on the 20th of January 1833 when we settled that I would not pay it - as I knew nothing of this debt & admitting its justice to C. Gray I was in no way responsible for it - This Respondent says that he started for Norfolk immediately after the conversation with Peter Brown & on his return to Jerusalem found that C. A. Brown had proceeded to file a Libelous Bill against him in this court for the recovery of said fifty dollars for Rent of Land to C. Gray for the year 1832 & before this Respondent could answer the said bill (in this Court) it was dismissed by the said Oris. A. Brown for reasons best known to himself, a copy of said Bill dismissed as aforesaid is herewith filed marked (8) as aforesaid & prayed for & the discrepancy between that and the present Bill of the plaintiff (particularly that part about the conversation since the month of January 1833) is prayed to be marked by this Honourable Court - This Respondent herewith exhibits four papers marked N^o 1. 2. 3 & 4 to explain & sustain the statements & items

in the Paper marked (m) N^o 1 being Brown's medical account - N^o 2 his Receipts - as administrator of his Brother B. Brown for Books purchased by one of him N^o 3 a list & prices of said Books corresponding with his receipt (N^o 2) & corresponding with the items in the statement on the paper marked (m) N^o 4 Bryant's Receipts - mentioned in the paper marked (m) and with the addition of the interest due thereon as charges in the statement - corresponding with that item. The amount of \$127.07 in the paper marked (m) shows the amount for which this Respondent on the 28th of January 1833 executed his note to Orris A. Brown for & which Note has since been paid to John D. Hart - the assignee of O. A. Brown & as will appear by J. D. Hart's deposition herewith filed; This Respondent further says that on the said 28th of January 1833 after Brown & himself had made a final settlement of all their transactions & this Respondent had executed his note for the aforesaid sum of \$127.07 & they were about to pass receipts in full the said Brown mentioned this claim for rent - due (as he stated from E. Gore to him) which this Respondent said he had nothing to do with nor did he know any thing about it - except the statement of Brown & when Brown insinuated that this Respondent ought to pay the said Rent (for he did not demand it) he was told by this Respondent in the most positive language that he would not pay it, as he was under no obligation either legally or morally to do so & there he expected the matter to have ended as this Respondent knew that Brown was well aware he had no right to make such a demand of this Resp^t, having thus mentioned the claim for rent as aforesaid and it being thus unanswered this Respondent was writing a receipt for Brown marked (L) & herewith filed & prayed &c when Brown observed that he had a claim of \$33.50 against this Respondent for money won at cards of which this Respondent told him he had no knowledge or recollection but would acknowledge & assume it on his assertion & acknowledged it in the paper marked (L) and has paid it as there appears by the paper marked (L) & dated the 28th of January 1833. This Respondent denying all fraud, concealment or device & having answered the allegations of the bill exhibited vs him particularly & concisely as he is able prays to be dismissed with his costs &c

J. R. Gray

Southampton County Set.

This day J. R. Gray personally appeared before me a Justice of the peace for the county aforesaid and made oath Not only to the truth of the Facts (as was done in the affidavits of the plaintiffs bill) but to the truth of all & singular the statements in the foregoing answer to a bill exhibited vs him by O. A. Brown in the circuit Superior court of Law & Chancery for the county of Southampton, Given under my hand & seal this 14th day of January 1834 -

N. M. Gibrell M^{agistrate}

Exhibit A.

The Commonwealth of Virginia To the Sheriff of Southampton County Greeting. We command you that you take Edwin Gray if he be found within your bailiwick and him safely keep so that you have his body before the justices of our Court of our said County at the Courthouse on the first day of March Court next to satisfy Jeremiah Cook the sum of twenty one dollars eighty five cents with legal interest from the 28th February 1832 till paid which the said Jeremiah Cook lately in our County Court of Southampton hath recovered against the said Edwin Gray for damages also the sum of nine dollars and 25 cents which to the said Jeremiah Cook in the same Court were adjudged for his costs in that suit expended, whereof he is convicted as appears to us of record. And have then and then this writ: Witness James Nicholls Clerk of our said Court at the Courthouse the 18th day of January 1834 in the 36th year of the Commonwealth -

James Nicholls Clerk

Sheriffs Return	Debt due July 28/1832	\$21.85
	Int. till June 18/1832	8.24
	Cts.	4.25
	Shffs Comt	59.34
	arrest	1.96
		63
		\$41.93

By virtue of the within writ to me directed, I have arrested the within named Edwin Gray, put him in Jail, afterwards availed himself of the benefit of the insolvent debtors oath, rendering a schedule which is herewith returned

Edw. B. Butts Deputy of Clem. Nicholls Shff

Sold the defendants interest in the schedule mentioned according to law when Thomas R. Gray purchased the said interest for the sum of forty one dollar ninety three

cents. being the highest bid made for the same. Schedule returned -

Edw. Butts deputy of Clem: Rockwell Shff. June 18/1832

Satisfied by sales of interest in schedule - Edw. Butts deputy of Clem: Rockwell Shff.

The Schedule of Edwin Gray given before us this 20th of March 1832. The remainder of all and every kind of property whatever, either in possession, reversion, or remainder to which I may be entitled, after paying and satisfying two debts of Trust. executed to Orris A. Brown & W. Gray or for their benefit and the property therein conveyed does include so far as I know or believe all my property as above expressed -

Edwin Gray

Copies Test James Rockwell Shff.

Exhibit C

Recd. June 19/1832 from Thos. A. Gray the sum of forty one dollar thirty cents in full for the purchase of all Edwin Gray's interest in a schedule given in by him in the case Jeremiah Cook against - said Edwin Gray upon a Writ issued from the Clerk's Office of the County Court of Southampton against him which will more fully appear by reference to the Schedule returned with the Writ to the office; the said Thos. A. Gray being the highest bidder at the day of sale when the said interest was publicly sold -

Edw. Butts deputy of Clem: Brown Shff.

Exhibit D

This indenture made and entered unto this nineteenth day of November in the year one thousand eight hundred and thirty one between Edwin Gray of the County of Southampton of the first part, Jesse Quincy of the second part, and Orris A. Brown of the third part. Whereas the said Edwin Gray of the first part is justly indebted to the said Orris A. Brown of the third part in a bond bearing equal date with this presents for the sum of eight hundred and forty eight dollars and ten cents due the nineteenth day of August - eighteen hundred and thirty two and whereas the said Edwin Gray is willing and desirous to assign to the said Brown the sum aforesaid when it shall become due and payable - This indenture therefore witnesseth that as well in consideration of the premises as of the sum of one dollar to him in hand paid by the said Quincy, party of the second part - the receipt whereof is hereby acknowledged by the said Edwin Gray has bargained and sold and doth these presents doth bargain, sell, grant and

convey unto the said Jesse Quincy all his interest of whatever description in the estate both real and personal of Thomas Gray which was devised to him by the last will and testament of the said Thomas Gray; all his interest in the plantations adjoining the lands of William Parkham in the County of Essex: Known as the Spring Swamp plantations, and in the tract of land on which the late Thomas Gray resided in the County of Southampton and also the following property to wit - One desk and Book case, six windows chairs, three beds and furniture three riding saddles three tables, six tablecloths, two pair of andirons, two guns, two carpets, one medicine chest - eleven silver table spoons, eleven silver tea spoons, four blankets, four bed quilts five counterpane, two looking glasses, two cases, and bottles two changing dishes, Doves Works. Replicas Works, Foundling Hospital for wits, and all his other books, nine mahogany chairs, forty hogs, one four barrel still, one hundred and sixty casks, two yokes of oxen, three cows, three horses, forty four sheep, one silver watch, one dozen knives and forks, one double gig and harness, one single gig and harness, Shakespeares works, two tumble carts, two ox carts and chains, one hundred barrels of corn, one corn chaffer, one corn barrel, one half bushel, a parcel of staves, three ploughs, one bucket, a barrel still, four wine skins, four cider press. two apple mills and vats, one pair of low wheels, one gallon pot, six putter candle moulds, two herring knives three barrels wine, two brass skillets, one pair of kitchen andirons, ovens, pots &c and all the other property purchased by the said Edwin Gray at the sale of Thomas Gray decd. - It has and to hold the said bargain, tracts of land with their appurtenances, and the other property aforesaid, to him the said Jesse Quincy, and his Exors. and Adms. and to his and their only proper use and behoof forever upon Trust - nevertheless that the said Edwin Gray is to retain possession of the said property until default shall be made by him in the payment of the said note when it shall become due or payable; and on which default the said Jesse Quincy shall after advertising the time and place of sale for fifteen days at some public place proceed to sell the said tracts of land and other property, or as much thereof as shall be sufficient to pay so much of the said debt to the said Brown as shall be unpaid, together with the expenses attending this trust - and the said Edwin Gray covenants with the said Jesse Quincy, that he shall have a good title to the said tracts of

of land and other property, and shall have possession of the same for the purposes
aforesaid, whenever a sale shall become necessary under this trust. And the said
Jesse Drury covenants with the said Gray and the said Browne respectively that
he will and truly execute the trust hereby reposed in him, and the said
Browne covenants with the said Gray that he will release the said property from
this encumbrance whenever the said debt shall be paid to him or to his order -

In witness whereof the said parties have hereunto set their hands and seals
this day and year first herein written -

Signed, sealed and delivered
in the presence of

John Exum.

H. J. B. Wells

Peter Browne

Edwin Gray

(seal)

Jesse Drury

(seal)

Oris A. Browne

(seal)

Southampton County. In the Clerk's Office the 22nd day of November 1831

This Indenture was proved by the oath of Peter Browne one of the witnesses
as to Edwin Gray one of the parties thereto & having been proved in the Clerk's
Office the 21st day of November 1831 by the oath of John Exum & H. J. B. Wells
also witnesses thereto as to the said Edwin Gray and acknowledged in the Clerk's office
the 21st day of November 1831 by Jesse Drury & Oris A. Browne the other parties
thereto admitted to record; And at a Court held for the County aforesaid
the 14th day of December 1831 the said Indenture was entered upon the pro-
ceedings of the day

Exhibit I

Teste James Michelle Clerk

On demand this 3rd of January 1832 I promise to pay Mr. Gray the sum of
Three hundred & Seventy seven dollars & 3/4 for value received as witness my
hand and seal this day and date above written

Edwin Gray (seal)

On demand I promise to pay Mr. Gray the sum of One hundred & twenty
seven dollars for value received as witness my hand and seal this
30th of May 1832

Edwin Gray (seal)

Exhibit II
This Deed made this 3rd of January 1832 between Edwin Gray of the
first part - Littleton R. Edwards of the second part & Thomas R. Gray of the third
part witnesseth that whereas the said Edwin Gray is justly indebted to the
said T. R. Gray in the sum of three hundred & seventy seven dollars and 3/4 and being
desirous to secure the same to the said Gray hath and doth hereby grant convey and
confirm unto the said Littleton R. Edwards his heirs &c for and in consideration of
one dollar to him the said Edwin Gray in hand paid by the said Edwards all the
undivided interest in his Father's Estate as bequeathed to him the said Edwin
Gray by the last will of his dec^d Father as also all the personal property pur-
chased by the said E. Gray at the sale of his Father and on which a deed has been
given to secure the purchase to O. A. Browne the Adm^r of T. Gray dec^d. Reference being
had to said deeds will fully appear to designate the property aforesaid, also the
undivided interest in a certain tract of land in Superior County called the
Spring Swamp Plantations to the said Edwards his heirs &c against the claims
of the said Edwin Gray or any person claiming in or by him - upon trust -
nevertheless that the said Edwards after paying and satisfying the said T. R. Gray,
his heirs, or assigns the aforesaid sum of Three hundred and seventy seven dollars
& 3/4 for the raising of which he is empowered to sell the same agreeable to law
at and by the request of the said T. R. Gray his heirs & assigns shall pay over the
balance to the said Edwin Gray his heirs or assigns in witness whereof the
parties hereunto have set their hands and seals this 3rd of January 1832.

Teste

John Pollard

Joseph P. Slade

John ^{his} O'Donnelly
mark

Edwin Gray (seal)

L. R. Edwards (seal)

Thos. R. Gray (seal)

Southampton County In the Clerk's Office the 13th day of January 1832
This Indenture was proved by the oath of Jno. O'Donnelly one of the witnesses
thereto and having been proved in the Clerk's office the 5th day of January 1832
by Jno. Pollard and Joseph P. Slade also witnesses thereto is admitted to
record, And at a Court held for the County aforesaid the 16th day of January
1832 the said indenture was entered upon the proceedings of the day

Teste

James Michelle Clerk

Exhibit. H

Know all men by these Presents that I Edwin Gray of the County of Southampton and State of Virginia have constituted and Appointed my my Friend and Brother Thomas R Gray of the County of Southampton and State of Virginia my true and lawful attorney for me and in my name to use, to ask, demand, sue for, recover and receive all such sums of money Debts or any other property of any kind whatsoever, which are or shall be due owing payable and belonging to me or detained from me by any manner of ways or means whatsoever giving and granting unto my Attorney by these presents my full and whole power and authority in and about the premises to have, use and to take all lawful ways and means in my name for the recovery thereof. And upon the receipt of any such debts or sums of money or other property aforesaid acquitances or other sufficient discharges for me and in my name to make seal and deliver for me and in my name that may be necessary to be done in and about the premises as fully and amply to all intents and purposes as I myself might or could do if I was personally Present. As witness my hand and seal this fifth day of December 1831

Edwin Gray (seal)

Southampton County In the Clerk's Office the 20th day of April 1832

This Power of Attorney was acknowledged by Edwin Gray party thereto and admitted to Record And at a Court held for the County aforesaid the 21st day of May 1832 The said Power of Attorney was entered upon the proceedings of the day

Teste James Rockwell C.C.

Exhibit. I

To the Hon. Robert B Taylor Judge of the Circuit Superior Court of Law & Chancery for the County of Southampton

Humbly complaining shews unto your Honour, your orator Orris A. Browne that as agent for the proprietors, he rented to a certain Edwin Gray for the year one thousand eight hundred and thirty two, a tract of land situated in the County aforesaid for the sum of fifty dollars to be paid at the end of the year: that he entered on, used, and occupied the demised premises, but left the state before the end of the year, without paying the rent, and is now believed to be wholly insolvent - that at the termination of the year aforesaid there was on the premises property of the said Edwin Gray liable to distress for the rent aforesaid, that your orator would have resorted to that remedy, but

for the circumstances herein after stated. On leaving the state the said Edwin Gray left with his brother Thomas R Gray a power of attorney to transact certain business for him - that when your orator spoke of distraining for the rent aforesaid the said Thomas R Gray assured him that it was unnecessary to distress that he would pay the said rent - thus confiding in this promise your orator paid to his principals the said sum of fifty dollars, forbearing to distress and advancing the money on the faith of this promise - That the said Thomas R Gray has to the utter astonishment of your orator, refused to comply with this said promise - your orator has no evidence of the foregoing allegations and cannot establish them without appealing to the conscience of the said Thomas R Gray for discovery thereof which can only be had in a Court of equity. Intender considerations whereof and for as much as your orator is remediless at law and only relievable in equity - To the end that the said Thomas R Gray made defendant, shew and compel to answer the allegations of this bill on his corporal oath, and that he particularly say, whether he did not request your orator to forbear distressing as aforesaid, and in consideration thereof promise to pay the rent himself, and whether he has in fact paid the same or any part thereof, he prays the Commemorative writ of $\$50$ directed &c and that your honour will decree that the defendant pay to the plaintiff the said sum of $\$50$ with interest thereon from the 1st day of January 1833 till paid, and grant him general and special relief, and he will pray &c.

Orris A. Browne

Southampton County to wit. This day Orris A. Browne personally appeared before me a Justice of the Peace for the County aforesaid and made oath to the truth of the facts set forth in the foregoing bill of complaint. Given under my hand and seal at my County aforesaid this 20th day of May 1833.

Wm. A. Sparks J.P.

Attest James Rockwell C.C.

Exhibit. N

20th of January 1833 This day settled with T. R. Gray all transactions both in my individual character & as agent of E. Gray dec'd except an open account due me by E. Gray of thirty three dollars & 50/100

Orris A. Browne

1831 Thomas R Gray Exhibit No 1

To Cris A Brown			D ^{rs}
Sept. 12 th	To visit 12/-	Medicines 6/-	\$3.00
13 th	" visit 12/-	Medicines 6/-	3.00
14 th	" visit 12/-	Medicines 12/-	4.00
15 th	" visit 12/-	Opuscul 6/- Medicines 6/-	4.00
16 th	" visit in house 22/-	Medicines 9/-	5.50
17 th	" visit 12/-	Medicines 12/-	4.00
18 th	" visit to 15/-		2.50
19 th	" visit to 15/-		2.50
20 th	" visit 12/-		2.00
			<u>\$30.50</u>

Received payment in full of
the above amount
Cris A Brown

Exhibit No 2

Thomas R Gray
To Cris A Brown adm^r of
Beverly B Brown

		D ^{ts}
Tales digest.		\$6.00
Hennings & Mumfords reports (4 vrs)		12.00
Call's reports (3 vrs)		9.00
Washingtons reports (2 vrs)		6.00
Randolphs reports (4 vrs)		12.00
Frances maxims		4.50
Noys maxims		4.50
Thamies on bills		3.00
Virginia Reports		18.00
Mumfords Reports (6 vrs)		3.00
Halls digest & Index		3.00
Shakespeare plays		1.00
2 vls Hennings statutes at large		1.00
		<u>\$73.50</u>

Received payment in full of the above
Cris A Brown

Exhibit No 3

List of Books loaned Th Gray August 1831 By C. A. Brown

Tales digest	1 vol.	6.00
Hennings & Mumfords Reports	4 vrs	12.00
Call's Reports	3 vrs	9.00
Washingtons Reports	2 vrs	6.00
Randolphs Reports	4 vrs	12.00
Frances Maxims	1 vol.	4.50
Noys Maxims	1 vol.	4.50
Thamies on Bills	1 vol.	3.00
Virginia Reports	1 vol.	18.00
Mumfords Reports	6 vrs	3.00
2 vls St. Statutes at large		1.00
Hall Digest		3.00
Shakespeare Plays		1.00
		<u>\$73.50</u>

Exhibit No 4

Record of Cris A Brown forty dollars in part payment of an account
of Sugar Bryant to Thos R Gray
June 20th 1831

Exhibit No

Note due 25th December 1830 \$26.95
Int. to 23rd Aug 1831

John D	24.64	Harts
The paid	25.76	
	3.88	
Int. to January 1 st	1.00	3.98
Note due the 1 st December 1831	86.40	
Int. due	3.61	
by Cash	40.01	
	49.75	49.75
by Bryants receipt	41.40	53.73
	12.33	
by balance on Mr. Bryants settlement & interest	5.41	6.76
by balance due you on judgement vs Spratt Williams	52.50	52.50
	45.74	
Books	13.50	119.24
My fees to you & as adm ^r	46.25	72.99
medical acct	30.50	103.49
claim from Cohers	4.87 1/2	108.36 1/2
Balance on Gray acct	11.40	125.82
over the \$4.00 dollars paid by Mr. Virguchast for putters at Sale	1.25	127.07

Exhibit L

This day received of Cris A. Brown payment in full on settlement of
acct. except an account due S. Brown for thirty three dollars & 50/100
both as representation of my father & in his individual character January
20th 1833

Th Gray

Received of Th Gray the above sum of thirty three dollars & 50/100
and interest this 30th of December 1833.

L R Edwards for M. C. Parker attorney
for Cris A Brown

Copy Teste James Rochelle Clk