1895-014 Chancery Causes: R. B. Vaughan, admr. of William H. Vaughan vs Jimmima Corbitt, widow of Wiley W. Corbitt et al
Isle of Wight County

other surnames: Ashburn, Scott, Edwards, Duke, Rose, Bradshaw

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 309.

Know all men by these Presents, That we, W. S. Holland and J. C. Roberts

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Six Hundred 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, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth 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 7th day of May one thousand eight hundred and ninety four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound W. S. Holland shall faithfully perform the duties of his office or trust, as Commissioner of Sale under a decree of the Circuit Court of the County of Isle of Wight pronounced on the 28th day of April, 1894, in the suit therein depending under the name and style of R. B. Vaughan exr. of W. H. Vaughan dec'd against Corbett et als

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

W. S. Holland SEAL.

J. C. Roberts SEAL.

SEAL.

In the Clerk's Office of the Circuit *Court of the* County *of* Isle of Wight.

This day J. C. Roberts

surety on the above bond, made oath before me, M. P. Young Clerk of the Circuit Court of the County of Isle of Wight

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 Six Hundred dollars.

Given under my hand this 7th day of May, 1894.

Teste: M. P. Young Clerk.

~~A copy Teste~~

M. P. Young Clk
by N. F. Young Deputy

Form No. 309.

W. S. Dallard Spl. Comr.
in suit of
Vaughan vs Corbett

to } COMMISSIONER'S BOND.

Commonwealth.

A copy

EUROPEAN PLAN

TERMS MODERATE.

STUART HOUSE

C. JONES, - PROPRIETOR.

WATER AND ELECTRIC BELLS. EVERYTHING NEW AND FIRST-CLASS. SAMPLE ROOM FOR COMMERCIAL TRAVELERS.

POOL-ROOM. CAFE AND BAR ATTACHED. FREE BUS AT ALL TRAINS

Suffolk, Va., Sept. 26th 1889

Mr. Young,

Dear Sir,

It will be impossible for me to be at your office to-morrow. You go on and take the evidence of the parties. I expect to prove by them that Willy W. Corbitt was very poor, drank very hard and never paid a debt unless forced. His reputation as a paying man was terrible. He paid no debts at all. When he got a dollar he spent it for whiskey.

Yours truly

W. S. Hamond

Vaughn v. Corbett-Johnson
Meeting re 2.4 Recap

Vaughan
vs
Corbett

C. D. Vaughan
J. M. Scott
Jimmie Corbett
Harkey Corbett
Martha Corbett
Emma Johnson
Carol Johnson
& Susan Scott

Summons to 24
day of Aug
1889

Executed this
8th day of
August 1889
J. W. Rose
Const

COURTS:
ISLE OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.

OFFICE OF
W. S. HOLLAND,
Attorney at Law and Notary Public,

Windsor Station, Va., Jany. 22nd 1889

R. E. Bagby Esq

Dear Sir,

I have not seen Mr. Watkins yet in reference to your fee. I will see him and do what I can without a fee. He ought to pay you I know. The contract, I understood as you do.

I understood Mr. Young to put off the case of Vaughan vs Corbett till you & I fixed on a time. I have several engagements for this month and it will impossible to fix a day sooner that next Co. ct. at which time we can fix a day in February. If I am correctly informed I think you & I can settle the case at next County ct, if your client Scott is there, and my man R. R. Vaughan.

Yours very truly
W. S. Holland

(Over)

10

Commissioner's Office,

Isle of Wight Courthouse, Decr. 17th. 1888.

To R. B. Vaughan in his own right and as Exor. of Wm. H. Vaughan dec.,

Plaintiffs,

And to R. A. Edwards adm. of Wiley W. Corbett dec.; Jemima Corbett; Barbarah Ann Corbett; Martha Corbett; Susan Scott & James W. Scott her husband; Emma J. Corbett, and A. H. Ashburn trustee

Defendants:

You are Hereby Notified that I have fixed upon the 15th day of January next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, aforesaid, the following accounts: 1st. An account of the liens on the land in the bill and proceedings mentioned; their amount, priority and dignity. 2nd That the plaintiff produce and file with said commissioner, any old bonds, alluded to in the bill as belonging to Wiley W. Corbett.

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 23. day of October, 1888, in a suit in chancery depending in the said court, in which you are parties, plaintiffs and defendants, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first aforesaid.

N. P. Young

Commissioner

I acknowledge legal service of the within Notice

R. A. Edwards Sheriff

of W. W. Corbett

Executed by delivering a ~~Notice of the within~~ to R B Vaughan, Jemima Corbett, Martha Corbett, Barbarah Ann Corbett, Susan Scott & Jennie W. Scott & Emma J Corbett each a copy of the within Notice

Dec. 21st 1888.

J. E. Chapman Dep'd for

R. A. Edwards Sheff.

Vaughan et al
vs.
Corbett et al

To 15th Jan. 1889.

Rec'd. 1888 notice 2.25
1889
Feb. 15 " " 3.00
Aug. 7 - 12 " 1.50
" 24 - 8 " 6.00
Sept. 17 " " 3.00
Apl. 92 25 - 3 " 3.25
Sfs. for ret. of notice 18.50
Ent. .40
Ent. .60

Commissioner's Office,

Isle of Wight Courthouse, Aug. 7th, 1889.

To R. B. Vaughan Exr. of W. H. Vaughan

Plaintiffs,

And to J. W. Scott & wife, Jemima Corbell, Barbary Corbell, Martha Corbell, Emma J. Corbell Johnson, Enos Johnson

Defendants:

You are Hereby Notified that I have fixed upon the 24 day of August next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, aforesaid, ~~the following accounts~~: to hear the matters referred to me by decree of circuit court rendered in the cause in which you are pltff. and defendants, and of which you have heretofore been notified.

~~Required to be taken by decree of Isle of Wight Circuit Court, rendered on the~~ day ~~of~~ , 188 , ~~in a suit in chancery depending in the said court, in which you are parties, plaintiffs and defendants~~, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first aforesaid.

N. P. Young

Commissioner.

Warren & Ego,
vs. Equity
Corbill et al.

To 24, Aug. 1889

Executed by notice to each of the within named.

In the circuit court of Isle of Wight county
October term 1888.

Vaughan et als — Pltffs.
vs.
Corbett et als — Deflts

This cause came on this day to be again heard on the papers formerly read and on the answer of the defendants this day filed by leave of court and was argued by counsel. On consideration whereof the court doth adjudge order and decree that one of the commissioners of this court make the following enquiries and accounts

(1) Enquire and report the liens on the lands in the bill and proceedings mentioned their amount, priority and dignity

(2) That the plaintiff produce and file with said commissioner any old bonds alluded to in this bill as belonging to Wiley W. Corbett

(3) That J. H. Daughtry, Edwards Rawls Jno. L. Lawrence and Thos. J. Clements any three of whom may act after first being duly sworn, do proceed to lay off by metes and bounds one equal third part of the lands of which said W. W. Corbett died seized and possessed to said Jamima Corbett for her natural life as and for her dower

Vaughan et als

vs.

Corbett et als

Decree Oct. term 1888

For costs.

Issued 19. Nov.

Notice to 15. Jan/89

Filed March term 1889 that defendants Corbett and Adams the same with their report.

Copy.

T. Q. Phillips Clk.

Allowed

R. E. Boykin,

Attorney at Law.

COURTS:
Isle of Wight, Surry, Nansemond
and Southampton Counties, and U. S.
District Court, at Norfolk.

Smithfield, Isle of Wight Co., Va. Oct 20 1887

A. P. Young Esq
Dear Sir

Mr Holland has written me that a previous engagement will prevent him from being at the C H tomorrow to take depositions in Vaughan v Corbell, hence I shall not come out, as nothing could be done in his absence. he has suggested friday, but I have an engagement for that day, so he & I will have to agree on such a day as will suit you. Please explain the matter to Mr Scott & the witness. as above stated I would come but there is no use in doing so,

Yrs Truly
R E Boykin

If not called for in Ten days, return to

R. E. BOYKIN,

Attorney at Law,

SMITHFIELD, VA.

Will one Healy
kindly deliver this
to our young friend
the writer. Wish
it to reach him by
10 Am.

SMITHFIELD
OCT
3
1889
VA.

N. P. Young Esq
Isle of Wight C. H.
Va

This deed made this 24th day of August. 1878. between Wiley W. Corbell & Jimmiana his wife of the first part. and A. A. Ashburn Trustee. of the other part. The parties of the first part. doth grant unto the said A. A. Ashburn Trustee, all that tract. piece. or. parcel of Land on which they now reside in the County of Lee of eight. containing by Estimation fifteen acres be the same more or less. adjoining the Lands. of Elizabeth. Fowler. on the North. by the County Road leading from Franklin to the Court House. on the East. and on the South & West. by the Land. of Randolph B Vaughan. Together with all his House hold and Kitchen Furniture. Stock of Hogs. and Cattle, one Sorrel Horse. and farming implements. of all kinds. also. all their interest in and to the Estate of the late Harrison Corbell. In trust. To secure the payment of two Bonds. Executed by the said Wiley Corbell. one made payable to Wm H Vaughan for one Hundred & twenty five Dollars. bearing date. August. 24th 1878. and payable on demand. The other. made payable to R. B. Vaughan. for. one Hundred & twenty five Dollars. dated August 24th. and payable on demand. If the parties of the first part. shall pay off the said Bonds. with the Interest that may accrue. when required to do so. so no complaint is made then this writing is null & void. But in case of failure to do. & complaint is made. & either Wm H. or R B Vaughan shall so direct. The said A. A. Ashburn Trustee. shall after. giving ten days notice at sundry public places. proceed to sell the above mentioned property on the premises for Cash. and after paying lawful Charges. proceed to pay off the said bonds. if the amt. left in hand be sufficient. if there should be a surplus left. after paying the said Bonds with Interest. pay the same over to the said W W Corbell.

Signed sealed & delivered in the presence of

Wiley W Corbett (Seal)

State of Virginia
County of Southampton, to wit;
I J.W. Duke a Justice of the Peace in and for the County aforesaid do Certify that Willey W. Corbell whose name is signed to the foregoing writing bearing date aug. 24th 1878 acknowledged the same before me in my County aforesaid.

August 25th 1878

J. W. Duke J. P.

In the Clerk's office of Isle of Wight County Court the 27th. day of August 1878. This deed of trust from Wiley W. Corbett to A. H. Ashburn trustee, was admitted to record upon the annexed certificate of J. W. Duke justice of the peace.

Teste, H. B. Young clk.

Wiley W. Corbett
to
A. H. Ashburn trustee
Dated Aug. 24th. 1878.
Recd. & A. Feb. upon
certf. annexed

Exhibit "C"

Received in D.B.
Nov. 4th. 1895.

Reg. R. B. Vaughan
Reg. & compared.

Vaughan et als.

Vs.Defendants note.

Corbett

The facts,briefly stated,are as follows.

Wiley W Corbett was indebted to W H Vaughan and R B Vaughan,evidenced in part by his bonds, and open accounts due by him;It was agreed,that he would give to each, new bonds to cover his indebtedness.For that purpose the parties met at the saw mill of Duck & Ashurne,new bonds were executed by Corbett,and a paper purporting to be a deed of trust from Corbett and wife and signed by Corbett was executed and delivered,having been previously acknowledged, According to the allegation in the bill and the deposition of R. B.vaughan,a party in interest,the sole material witness,and upon whose testimony alone the claim must be established,if sustained at all,who was seeking to enforce a like claim,whose deposition was taken contrary to the objection of the defendants,the proposed new bonds were never deliverered,by corbett,but remained in his posession until after his death,some eight years thereafter were found among Corbetts papers after his death,and brought into court by the defendants,the heirs at law of the said Corbett. The reason assigned,for the non-delivery of the new bonds,and their retention by Corbett,is,that the old bonds and accounts had not been brought to the place of meeting,and it was agreed,that the parties,should meet thereafter,the Vaughans should deliver up the old bonds to be cancelled,and ~~Vaughan~~ Corbett agreeing thereupon to deliver up the new bonds,until that time Corbett was to retain them.Shortly thereafter,the parties met at Franklin,whether for the purpose of making the exchange or not, is not shown in evidence,but no exchange was effected and the new bonds were not delivered,.The witness testifies,that after the meeting at Franklin he does not remember that there was any further conversation had

relative to the transaction,nor was any act done relative to the delivery of the new bonds or the surrender of the old,though Corbett lived some eight years thereafter,the bonds remaining in hi poseession at the time of his death,never having been delivered.After his death,this suit was instituted.

The parties lived near, and not remote, to each other,and doubtles-sly met often.

It is submitted,that,the instrument,purporting to be a deed of trust,is not a valid and subsisting lien on the property there-in mentioned,and it can not be enforced in this court.

First, it may well be questioned and doubted,whether,if the transaction was otherwise a complete and valid one,the instrument is a valid deed of trust,as there is no acknowledgement of the scroll as a seal in the body of the instrument,and it is provided by section 2413,Code 1887,no estate of inheritance,or freehold,in lands,shall be conveyed,unless by deed or will.

It does not conclude,as is usual,"Given under my hand and seal" or in like manner,but concludes,"signed sealed and delivered in the presenceof Wiley W Corbett (Seal)"an attestation clause merely, for the signature of a witness apparently.

The certificate does not conform to the requirements of the statute,it omits the formal words,"Given under my hand."

It is as well to note in this connection,as evincing that,the transaction was not a final and complete one,that it was incomplete and incohate,that there was something still remaing to be done, that/while the instrument,purports to be the deed of Wiley W Corbett and Jemima,his wife,and though it was prepared at the time of the meeting at the saw mill of Duck & Ashburne,Mrs Corbett does not sign it,nor was there any evidence that she was then present and refused to sign it;manifesting,that there were two things to be done to give finality to the transactio,the execution

of the deed by Mrs Corbett and the surrender of the old and the delivery of the new bonds.

Second .The contract was executory and not an executed contract, Corbett lived until 1886,some eight years after the transaction in question,hence,according to the contention of the plaintiffs these bonds,purporting to be secured by the deed of trust,without protest or demmurrer,were permitted to remain in the hands of Corbett,in his possession,undelivered,no claim or demand made upon him,in his life time.It is submitted,that these circumstances,as admitted in the pleadings,and testified to by the witness, are pregnant proofs of laches.

Though the plaintiffs bill, is not in form a bill for specific performance,and though specific performance can not be decreed thereunder,yet he is in effect asking that the contract be specifically pr performed and enforced.

It is a well settled principle of law,that laches will preclude a party from the specific performance of a contract to which he would otherwise be entitled,"vigilantibus et non dormientibus." The principle is too well settledto need the citation of authoraties.Could there be greater laches,than is evidenced in the case at bar?The party slumbers upon his rights for the period of eight years,and not until the death of Corbett,not until the only witness,whose interests is adverse to the Vaughans is dead, do they seek to enforce it. The maxim,the rule of law,fully applies,and estops the claim and demand,made under these circumstances

Third. The "deed of trust is but an incident of the debt,"if the the thing itself does not exist,it can not legally have an incident." The deed of trust has no independent validity,if the bonds therein mentioned were not the complete and valid bonds of Corbett,the deed which is an incident,derives its vitality from

the bonds,presupposes their existence,is dependent thereon for its legal validity,can have no force and effect,constitute no lien,if the bonds do not exist in legal contemplation.

To constitute a valid bond,it must be,not only signed, and seled but it must be delivered.Without delivery it has no force,no virtue, no vitality,the act of delivery is creative,it gives animation to that which was inanimate,it is the final act which imparts validity and the attributes of a deed,to that which theretofore had no legal existence.

Delivery,is the transferring of a deed to the grantee,in such a manner as to deprive him of the right to recall it.

The deed takes effect from delivery.2 Minor 754.655-6.588-9,2 Lom-ax Dig 34.

In the written note of the plaintiff,which has been submited to me,he quotes Mr Minor as follows;"nor indeed is a formal delivery essential,if there be acts evidencing an intention to deliver,2 Minor 656."

This is admitted,but there must be words or acts,evincing an unmistakeable intention to deliver,This is explained fully in the language of Mr Minor immediately preceeding,that which is quoted,and cited in this note,pages 655-6, Mr Minor says,"But it (the delivery)may be without words,or by mere words,without any act of delivery,as if the writing,sealed be, ~~be~~ handed to the grantee,or while it is upon th table,the feoffor says to the feoffee,take the writing it is sufficient for you",or "take it as my deed." Such language,or such acts,show an unmistakable intent to deliver.

It is insisted,that,there is nothing in the facts developed,or in the surrounding circumstances,to show an intent to deliver, on the contrary it is alleged in the bill/and testfied to by the witness,that,the new bonds were to be delivered,when,and then

only,the old bondswere delivered up to be cancelled,and this was admittedly never done,the new bonds remaining,in the possession of Corbett at the time of his death.

Mc Cullough Vs Dashiel et als 78 Va 634,is cited by counsel as sustaining his contention.It is submitte it has no such tendency The contention is,that the heirs of Corbettare estopped to deny the valid existence of the bonds,named in the deed.In the case cited,it is said,the operation of deeds is a question of intention,and will not be carried furtherthan the parties appear from the tenor of the deed to have agreed.Accordingly,the introductin of a statement in a deed will not render it conclusive,unless there is sufficient reason to believe that such was the design/ or some injustice would result from allowing it to be contradicted.Id 940.

The entire doctrine of estoppel,is,based upon the principle,that to allow his act or statement,would work an injustice,or that other parties have been misled thereby to their predjudice or in jury.

Tried by these standards,the doctrine has no application to the case at bar,here the transaction is incomplete,somethig remaining to be done and performed by both parties,which was never done, without the performance of which the transaction is invalid.

Supose,that Corbett,had asked a loan of Vaughan,the deed was executed and delivered to him,but the bond was not delivered because Vaughan had forgotten to bring the amount which he intended to loan,and Corbett to borrow,and Corbett never received the amount and the bond was never delivered;~~it~~ would it be insisted by counsel,that,he,or his heirs were estopped to set up this fact? It might as well be contended in the one case as the other.

"Estoppels are not favored by the law,as it may have a tendency

to suppress the truth,it must always be reasonable,and not extend to uncontemplated objects."

"No party ought to be precluded from making his defence according to the truth of his case,unless in consequence of some positive and unequivocal principle of law." 7 Rob Pr 237.

Fourth,in the absence of testimony,the possession of the bonds by Corbett is prima facie proof of payment. That possession and the inference therefrom is not rebutted by the testimony.R.B.Vaug-han,the sole witness on the point,in his answer to question first on his cross examination,says,"I can not say of my own knowledge that the bond to W H Vaughan was not paid."

The peculiar position of the witness Vaughan,must be borne in mind,he was seeking as a plaintiff in the cause,to set up a like bond to himself,claimed to be secured by the same deed.

Notwithstanding the cases cited,by the counsel for the plaintiff if there is error in the Commissioners report,the exceptions will be sustained.

It is submitted,that the case of Gibson & Wife Vs Green et als Va Law Jour,Jany 12 1893,page 34,has no bearing upon the case at bar,it simply decides,that where a note is secured by a deed of trust,on which judgment is subsequently obtained,the judgment does not work a merger of the deed of trust,and though the judgm-ent be actually barred by the statute of limitations,the lien of the deed of trust may be enforced.

R. C. Boykin
atty for defe

Vaughans Admr et als

Vs [illegible].

Corbett et als.

Defendants Note.

N. P. YOUNG,
CLERK OF COURTS,
ISLE OF WIGHT CO., VA.

Vaughan
vs
Gray
Co Litt

- 10 Feb 1811 -

Vaughan et als

vs

Corbett et als.

The point made in the oral argument that the bond was not delivered is completely answered by the principle stated by Mr. Minor as follows: "Nor indeed is a formal delivery essential if there be acts evidencing an intention to deliver" II Min. Inst. p. 656. The intention of the parties governs in this matter of delivery instead of actual physical turning over of the deed. In this case a deed of trust was duly executed , delivered and recorded by which acts the valid existence fo the bond was admitted. This admission the defendants who are the heirs at law of the obligor are estopped to deny. See McCullough vs Dashield et als. 78 Va. 634. In that case the Court of Appeals of Virginia says " A recital ~~in a deed~~ is such a narration of such deeds, agreements of facts as are necessary to explain the grantor,s title,and the motives and reasons upon which the deed is founded and entered into . The operation of deeds is a question of intention, and will not be carried further than the parties from the tenor of the whole instrument appear to have agreed." This is a case where the doctrine of Estoppel is restricted within the narrowest limits. Apply this principle to the case at bar. Are not the parties here estopped to deny the valid existence of the bond? What was the purposes, motive and intentions of the grantor Corbett if not to secure a valid bond? This recital in this deed of trust is of the essence of the matter. If the defendants here may deny the valid existence of the bond, pray what recital thereim may not be denied? There could have been no purpose in making this deed of trust if not to secure a valid debt.

But it was said by way of argument that if the debt evidenced by said bond ever had any valid existence then it has been

paid, and rely for proof of this fact upon the other fact that the bond was found in the possession of the said defendants. The evidence fully disposes od this point in the argument. It is prove that Corbett and W.H. Vaughan were to exchange some papers, that at Vaugan,s death the old notes which Vaughan was to surrender to Corbett were found in his(Vaughan,s) possesseion. These papers were produced before the commissioner and are now filed in the papers in this cause. This shows that no payment was ever made. This disposes of any prima facia presumptiom in reference to the possessin of the bond secur4ed by the deed of trust. Besides this matter of payment is a question of fact , with the testimony of witnesses on one side and the possession of the bond on the other side. Commissioner Young with the witnesses before him and all the evidence decided that the bond had not been paid. In such cases in reference to matters of fact it has been decided in Virginia that the report of the commissioner who saw the witnesses, thir demeanor, & C is correct unless palpable error can be shown by the exceptor. See Stuart, Palmer & CO vs Hendricks et als. 80 Va. P 601 and Bowers v Powers 29 Grattan P 697. Here instead of the exceptor showing palpable error he shows weakness.

The defendants, counsel presented this same matter in another light and insisted that it was a different phase of the case. He labored to show that the deed of trust was dependant upon the bond for its existence. Our court of Appeals decided the other day that although a judment had been obtained on a note secured by a deed of trust and that judgment was barred by the statute of limitations, still the lien of the deed of trust was a valid lien and should be enforcee in a court of equity. See Gibson & wife vs Creep admr et als. Va L.J. Jan 12th 1893 page 34 also McCulough vs Dashield supra.

In accordance with my promise made at the time I send you this note and mail a copy of it to Mr. Boykin/

To Noland W Hill.

Respectfully
W. S. Hall p.q.

Vaughan

vs

Corbett

This cause came on this day to be again heard on the papers formerly read, on the report of sale and disbursement of proceeds of sale lodged in the papers Oct 1894 but filed this day by leave of court, to which no exceptions have been taken, and was argued by counsel; On consideration whereof ~~on~~ the court doth adjudge, order and decree that said report be and the same is confirmed, and nothing further appearing to be done in this cause it is ordered that this cause be dismiised from the docket..

Vaughan, s Executor et als

vs

Corbett et als.

Oct 28th 1895

Decree

To be entered.

Oct. 28, 1895

Robert C. Lewis.

Entered #14

Vaughan

vs.

Corbitt et als.

This cause came on this day to be again heard on the papers formerly read and on the report of sale and distribution by W.S.Holland special commissioner and was argued by counsel:

On consideration whereof the court doth adjudge order and decree that sai d sale be, and the same, is hereby confirmed and that W.S.Holland who is hereby appointed a special commissioner for that purpose do make, execute and deliver to Matilda L. Vaughan the purchaser of said land a good and sufficient deed therefor with special warranty;

And the court doth further order, adjudge and decree that said report of sale and disbursements by said special commissioner Holland, it appearing that he has paid out all the money in his hands except $.04 clk fees to be paid and has proper vouchers therefor, be, and the same is, confirmed, and nothing further appearing to be done in this cause it is ordered that the same be dismissed from the docket .

Vaughan, s Executor et als

vs.

Corbett et als.

Decree

To be entered.

CMH

Dec 13. 1894

Entered #3

Vaughan

vs.

Corbet et als.

This cause came on this day to be again heard on the papers for merly read and on the report of N.P. Young commissioner, amd was argued by counsel;

On consideration whereof the the court doth adjudge, order and decree that the exceptions to the said report of commissioner Young be, and the same are hereby ~~overuled~~ overruled, and that said report be, and the same is hereby ~~overuled~~ confirmed, and that W.S.Holland and R.E. Boykin who are hereby appointed special commissioners for that purpose, either one of whom may act, ~~after~~ proceed to sell the lands in the bill and proceedings mentioned at the place, on the notice, and upon the terms mentioned in the deed of trust which is filed with the bill of complaint as exhibit "A ,"but before the said commissioners or either of them shall proceed under this decree he or they shall enter into bond before the clerk of this court in the penalty of $600 payable and conditioned according to law and with surety by said clerk deemed sufficient and out of the proceeds pay the costs of this suit and that sale, and pay to R.B. Vaughan executor of W.H.Vaughan deceased, or to his attorney the sum of two hundred and five (205) dollars and sixty six (66) cent with interest thereon from the 24th day of April 1892 till paid and the blance if any as directed by said deed of trust, and that the said commissioners or commissioner do make report to court, or in the event that the beneficiary in the said deed of trust shall consent thereto, then and in that event the said commissioners may sell the said property upon the following terms, to wit, one fourth cash the balance upon a credit of one year, taking from the purchaser bond with approved personal security & retaining title until the further order of the court,

Vaughan
vs
Corbett et al.

Decree

To be entered
CMT
Apl 20. 1894

Entered 18

R. B. Vaughan, adm. c.t.a. of Wm. H. Vaughan - Dr.

1887 To the Clk. of Isle of Wight Cir. Ct.

Mar. Sums. in Chy. vs. Corbett et als. 25 - copies. 88 -

noting. 18 - entering atty. 10 - entering atn. 35 -

filing Bill & exhts. 40 - Rule. 50 - Apl. Bd. 50 -

Ivcng. 18 - Conte. 36 - Order vs. same & copy. 56 } $4.26

Paid Mar. 5, 1887. Jessie W. Young, Clk -

Tanyhan
R. B. admr.

84.26
4 99
89 25
15 52
24,77

Allowed Cow.

Sale on Jun 2 ad 1892 at auction
to Matilda L. Vaughan for
$205 $\frac{66}{100}$

In the Circuit Court of Isle of Wight County
April term 1894

Vaughan — Plaintiff
vs.
Corbet et al — Defendant

This cause came on this day to be again heard on the papers formerly read and on the report of R. P. Young commissioner, and was argued by counsel.

On consideration whereof the court doth adjudge order and decree that the exceptions to the said report of commissioner Young be and the same are hereby overruled, and that the said report be and the same is hereby confirmed, and that W. L. Holland and R. E. Boykin who are hereby appointed special commissioners for that purpose, either one of whom may act, proceed to sell the lands in the bill and proceedings mentioned, at the place, on the notice and upon the terms mentioned in the deed of trust which is filed with the bill of complaint as exhibit 'A' but before the said commissioners or either of them shall proceed under this decree he or they shall enter into bond before the clerk of this court in the penalty of $500.00 payable, and conditions according to law and with surety by said clerk deemed sufficient and out of the proceeds pay the costs of this suit and that sale and pay R. B. Vaughan executor of W. A. Vaughan deceased or to his attorney the sum of two hundred and five (205) dollars and sixty six (66) cents with interest thereon from the 24th day of April

Rec'd. of W. S. Holland Sheriff Comr. in this suit one hundred & fourteen (114) dollars & twenty seven (27) cents bal. due on sale of land after deducting ninety (90) dollars and ninety three (93) cents costs & commissions.

L. B. Vaughan Executor W. H. V. M.

1892. till paid and the balance if any as directed by said deed of trust, and that the said commissioner or commissioners do make report to court, or in the event the beneficiary in the said deed of trust shall consent thereto, then and in that event the said commissioner may sell said property upon the following terms, to wit; one fourth cash, the balance upon a credit of one year, taking from the purchaser bond with approved personal security and retaining title until the further order of the court.

A copy

Teste R. T. Manning clk
by A. F. Manning Deputy

Vaughan vs Carter et al

Record of Abstract terms 1894

A copy

Costs to Apl. term 1894, viz.

Atto. fee & tax	16.50
Clk. " fees	13.20
Comr. in Chy.	19.50
Sheff. fees Pd Ro A Edwards 330	11.80
Jno. T. Roseloit, Witness	1.34
A. T. Bradshaw wits.	1.14
T. J. Clement, Cond. Donor	2.00
J. H. Daughtry "	2.00
Edw. Raedle "	2.00
J. S. Lawson "	2.00
Total	$71.48
Coms. on 205 $	10.25
Hand bills	1.00
Crier	3.00
Deed	5.00
	90.73

Paid Ro. A. Edwards Crier

Tickets Pd 8.50

In the circuit court of Isle of Wight county
October term 1888

Vaughan et als Pltfs
vs.
Corbitt et als Defts

This cause came on this day to be again heard on the papers formerly and on the answer of the defendants this day filed by leave of court and was argued by counsel. On consideration whereof the court doth adjudge order and decree, that one of the commissioners of this court make the following enquiries and accounts.

That J. H. Daughtry, Edward Rawls, Jno. L. Lawrence and Thos. J. Clements and three of whom may act after first being duly sworn, do proceed to lay off by meter and bounds one equal third part of the lands of which said W. H. Corbitt died seized and possessed, to said Jamima Corbitt for her natural life as and for her dower.

A copy.

Teste, N. P. Young clk.

Vaughan et als.

vs.

Corbett et als.

Decree Oct. term 1888

To assign dower.

Report made

Vaughan &c
vs
Corbitt &c

This cause came on this day to be again heard on the papers formerly read and on the answer of the defendants this day filed by leave of Court and was argued by Counsel on consideration whereof the Court doth adjudge, order and decree ~~that~~ ~~that~~ one of the Commissions of this Court make the following enquiries and accounts

(1) Enquire and report the liens on the bonds in the bill and proceedings mentioned, their amount, priority and dignity.

(2) That the plaintiff produce and file ~~before~~ ~~so~~ with said Commission any old bonds alluded to in his bill as belonging to Willy W Corbitt

3 That J. H. Daughty, Edward Rowley, Jno. L. Lawrence & Thos J. Clements any three of whom may act after first

being duly sworn do proceed to lay off by meets and bounds one equal third part of the lands of which said W. W. Corbitt died seized and possessed to said Jimmy Corbitt widow of said W. W. Corbitt ~~after~~ for her natural life as and for her dower ~~with~~

And such commission may take ~~evidence~~, the deposition of witnesses if he so desire and return the same with his report

Vaughan et al
vs
Corbitt et al

Decree

To be entered
Oct. 25th 1888
C M Shie

Filed Oct. 25th 1888
Jno. Crump Clerk
by [illegible] D.C.

Ordered #21

Vaughan
vs
Corbett } In the Circuit court of Isle of Wight &c

This cause came on this day to be heard, and by consent of parties entered in open court, it is ordered that this suit be made a vacation cause, to be further proceeded with in vacation

Vaughan et al
vs } Dr Shay
Corbitt

Rough Draft
Oct Term 1887
To be entered
C Mott

Entered
No. 35

Vaughan
v } In chy
Corbitt et als

On motion of the defendants leave is granted them to file their answers in 60 days, and by consent of parties entered in open court it is ordered that this suit, be made a vacation cause to be further proceeded with therein

Vaughan

vs } Dudley

Corbitt et al

Rough Decree
April Term 1887
To be entered
C. Marr

Entered
No. 4

Vaughan,s Executor et als.

vs.

Corbett et als.

The undersigned your commissioner begs to report that pursuant to a decree herein of the April term 1894 of this court a copy of which is filed herewith he sold the lands in the bill and proceedings mentioned at public auction on the premisses on the second day of June 1894, at which sale Matilda L. Vaughan became the highest and last bidder at the price and sum of two hundred and five (205) dollars which she paid in cash out of which your commissioner has paid the costs of this suit taxed on said copy decree and all the balance to R.B.Vaughan Executor of W.H.Vaughan deceased as will appear by receipts herewith filed.

Your commissioner recommends the confirmation of the sale which was fairly made and that the property sold for a reasonably fair price. Your commissioner says that while he took the liberty to pay out this money he says that if the sale is not confirmed he can have it all returned and placed subject to the order of the court.

Respectfully Submitted

W. J. Holland

Vaughan
vs
Corbett

Report of sale & distribution by Spec. Comm. Holland.

Oct. 1894

R. B. Vaughan admr. c.t.a. of W. H. Vaughan
To the clerk of Isle of Wight circuit court. Dr.
Continuance and N. Corbett atty. Oct. 1891, and
Apl. 1892, and filing com. report 3 .65

N. P. Young clk.

Vaughan R. B.
adm.

.65

Suit of Vaughans Exor. &c. vs. Corbett et al.,
1892 To N. P. Young cont. in Cir. Ct. D. C.
Apl. For time employed in issuing
notices, taking evidence and stating
and reporting accts. under decree of
Octo. term 1888. $19.50

N. P. Young cont.

95 B

Vaughan's Extr. &c.
vs. Corbett Hals.

$19.50

R. B. Vaughan

R. B. Vaughan adm. c. t. a. of Wm. H. Vaughan decd.

1893 To the Clk. of Isle of Wight Cir. Ct. Dr.

Contra. vs. Corbett, Octo. 92, & Apl. 93 50

Ck. & L. B. — N. P. Young, Clk.

Vaughan R. G.
admit.

150

R. B. Vaughan adm. c. t. a. of Wm. H. Vaughan decd Dt.
To the Clk of Isle of Wight Cir. Ct.

2-8 5
2 5 1 Continuance res Corbett, Apl & Oct. 89 & 90.
2 5 1
2 5 1 & Apl 91 } $1.25
-5 5 7
2-8 6
-5 3 1 6-6-91 Paid P. Young Clk
Ret'd & c. recd.

Vaughan R. B. adm.

$1.25

P. A. Edwards Shff. & adm. of Riley W. Corbett dec

1887 To the Clk of Isle of Wight Co. Ct.

Mar. Committing estate on mot. of R. B. Vaughan pr. atto. .50

Dec. Fee thereon 1.00

5/25, 88 Jesse Whitley P. Young Clk. $1.50

Edwards R. A.
Plff. & adm.

$1.50

I confirm the
notice of Feb. 11
and direct the fees
by R. H. Vaughan
R. C. Edwards Sheriff

Mar. 25/88

E. C. Day
Clerk

Suffolk, Va., 189

Mr. W. S. Holland

To THE WEEKLY OBSERVER, Dr.

Plain and Fancy Job Printing Executed Neatly and with Dispatch.

P. J. Kernodle, }
E. E. Hathaway. }

Office, at Head of Washington Square, (over Post office).

1894					
May	16	500 Notices - printed - Vaughan V.S. Corbett -	1 00		
		Rec'd payment P. J. Kernodle			

Commissioners office, Isle of Wight County,
April 25th 1892.

To the Circuit Court of Isle of Wight County.

Pursuant to a decree of the said Circuit Court, rendered on the 23d day of Octo: 1888, in a suit in chancery in said Court depending, wherein R. B. Vaughan in his own right, and as Executor of Wm. H. Vaughan dec'd is plaintiff, and R. A. Edwards sheriff and admor: of Wiley W. Corbell dec'd, Jemima Corbell, Barbarah Ann Corbell, Martha Corbell, Susan Scott and James W. Scott her husband, Emma J. Corbell, and A. W. Ashburn, trustee, are defendants, directing one of the commissioners of the said court to take and report to the court, an account of the liens on the land in the bill and proceedings mentioned; their amount, priority and dignity, your commissioner reports to the court that, on the 17th day of December, 1888, he issued notices to the parties, plaintiffs and defendants, that he had fixed upon the 18th day of January, 1889, to take and report the said account. That said notices were duly served and returned to your commissioner. That on the day so fixed upon, the parties by their attorney appeared, and not having the requisite evidence, by consent, the case was continued to the 17th of Augt. 1889, on which day, for cause shown, the case was again continued until the 24th of Augt. 1889, on which day the deposition of R. B.

Vaughan was taken and the case again continued till the 27th of Sept. 1889, on which day the depositions of Jno. T. Rose and A. F. Bradshaw were taken, and the case again continued, and remained continued from time to time, until the date of this report, on which day, your commissioner finding only one lien upon the said land, has made the following account, to wit:

"An account of the liens on the land in the bill and proceedings mentioned, with their amount, and priority and dignity:"

The bond due to Wm. H. Vaughan secured by the deed of trust in the proceedings mentioned, dated on the 24th day of August 1878, for $125.00, subject to a credit of $12.00 leaving a balance of	$113.00
Interest on same from 24th of August 1878, to 24th April 1892, . . .	92.66
Total liens proved . . .	$205.66

Your commissioner reports that no other lien was found on said land.

Given under my hand as a commissioner in chancery of said circuit court, the day and year first above written.

N. P. Young Comr.

Commr's fee for refl.	18.50
" for eps. &c	1.00
Shff. fees	7.80
J. T. Rose wits.	1.14
A. F. Bradshaw "	1.14
Costs before Comr.	$29.58

The defendants except to so much of the within report, as reports a lien on the land in the proceedings of this suit mentioned in favor of U A Vaughan for $205.66.

Nov 1/92

Susan Scott et als
by R E Boykin their atty

Vaughan Exor
vs.
John Clay
Corbett et als

Refund of Comm.
Money under decree
of Oct. 1888.

Filed 25 Apl. 1892.

N. P. YOUNG,
CLERK OF COURTS,
ISLE OF WIGHT CO., VA.

Old Bonds

On demand the 8th day of August with interest from date we or either of us promise to pay or cause to be paid unto Wm H Vaughan administrator of Elizabeth Vaughans decd the just sum of twenty Dollars & fifty cents ——— cents (current money of Va) for value recd as witness our hands & seals the 8th day of Feburary 1865

Test

W M Burch

William V B (Seal)

Wm M Badger (Seal)

(Seal)

Cont $1.00/100

Bond

Wiley Corbitt
to
Wm H Vaughan
Note $20.50

on demand we promise to pay or cause
to be paid unto William H Vaughan
his heirs or assigns the just and full sum
of Thirteen Dollars & Forty cents for value
rec'd. witness our hand and seal this 10th
day of January 1857

Leslie
A. Howler

Wiley C. Corbett seal
Eliphas Lankford Seal

April 1st 1700 W. W. Cobbet

Bond
B

On demand we or either of us promise to pay or cause to be paid unto Francis Rose Guardian of James M. & Randal B. Vaughan his heirs or assigns the just sum of forty four dollars lawful money of Virginia for the payment of which we bind ourselves our heirs assigns &c firmly by these presents given under our hands and seals this 23rd day of March 1861 Witness Corbill (Seal)

Elihu Sankford (Seal)

Test

Wm H Lawrence

Amt due on this bond this
10th day Aug. 1863 $56.55

Riley N. Corbett
vs
Frances Rees

. BOYKIN,

ey-at-Law,—

THFIELD, VA.

Vaughan
vs
Corbett } Bond

Miscellaneous
Deed Trust

W. P. Wilson Esq
Fergusons Wharf
Isle of Wight Co
Va

$125.00 On demand I promise to pay to the order of Wm H Vaughan. One Hundred and Twenty five Dollars. for Value Recd. as witness my hand & seal this 24th day of August. 1878

Wiley W Whitt (Seal)

Witness
J. W. Duke

$125.00 On demand I promise to pay to the order of Randol B. Vaughan the sum of One Hundred and Twenty five Dollars for Value Recd as witness my hand & seal this 24th day of Augt 1878

Witness
J. W. Duke

Wiley W. Vaughan (Seal)

Vaughan
vs. 3 Bill Cases
Corbett et al
//

Cert. for Corr.

Atto. fee & tax	16.50
Clerks. " "	13.20
Cont. in day,	19.50
Sheff. "	11.80
J. T. Roa costs.	1.14
A. S. Bradshaw	1.14
J. T. Roa Contl. (4)	.20
T. J. Clements cert. dec	2.00
Jas. H. Daugherty "	2.00
Jno. L. Sawrance "	2.00
Edw. Rawls "	2.00
Costs to Apl. /94	$71.48

Wiley W. Corbitts — Estate

1889 To. Edward. Rawls James Dwyer — T. J. Clements and. J. L. Sanna To. Services Rendered as per Order of court of the leaving of Sale of Wife selling apart The Dower of the Widow of said deceased in his Real. Estate — 2 ff each. $8.00

100

Bill of
cont, etc
a foreign dom

Pursuant to an order of Court
dated Oct 1888 — We the undersigned
your Commissioners did meet on
the premises — on the 20th day of
December 1888 — and to the best
of our judgments — did set apart
by Metes and Bounds, one third
of the real Estate of W. W. Corbett,
deceased, to the Widow of said
deceased, Jammy Corbett, designa
ted by stakes — the county Road leading
to Hornellsville, a Line Fence between
said Dr. and R. B. Vaughan including
all the Buildings Fruit Trees,
with the privilege of Fire Wood, Rails
Timber, &c. for Estimating to be about fifty and one third acres
the said Estate — all of which
we hereby respectfully submit to
your Honor this 20 day December before
written

T. Helements
James H. Daughtery
Jno Lawrence
Edwd Rawls

Commissioners

Witness pleasures are forced

Witness

Making Wisdom is better than riches. Making

The Deposition John T. Rose and Amos T. Bradshaw taken on the 27th day of Septr. 1889. To be read as evidence in behalf of the plaintiff, before N. P. Young a commissioner in chancery of the Circuit Court of Isle of Wight county in certain matter of accounts referred to the commission under a decree of the said circuit Court rendered at the April term, 1889, in a suit in chancery therein pending between R. B. Vaughan executor of William H. Vaughan et als. plaintiffs, and R. A. Edwards admr. of Wiley W. Corbett dec'd. et als. defendants. Present R. E. Boykin counsel for defts. Absent W. S. Holland counsel for Pltff. but taken by his consent per letter filed hereinto marked "S."

The defendants by counsel excepts to the taking of the depositions of any witnesses proving or tending to prove the statements set out in the letter of Mr. Holland marked "S." and filed by the commission as above, the same being irrelevant and immaterial.

The said John T. Rose being duly sworn deposes & says.

Quest. Where do you reside? Where you

acquainted with Wiley W. Corbell late of Isle of Wight County? if so, please state his pecuniary condition, whether or not he drank very hard; whether or not he was prompt in paying his debts or never paid them without being forced? What was his reputation as a paying man and whether or not he spent his money as he got it for whiskey?

Question objected to for reasons above assigned, because vague and indefinite, immaterial to the issue and for other reasons to be assigned.

Ans. I reside in Isle of Wight; I was acquainted with Wiley W. Corbell; he was a poor man; yes sir, he drank whiskey, he got drunk right often, I suppose. When he went to a public place where he could get it he drank - but he was not always drunk, sometimes he would get tight & then again he would not. I have loaned him money on occasions & sold him articles and he always paid me. I

never had to force him to pay. I know nothing about his habit of paying or not to other people, he always paid me. I know he did not ~~[illegible]~~ spend all his money for whiskey, but he would bring a drink. As to his spending it all for whiskey, I know he did not so do.

And further the deponent saith not

John J. Rose

Ann Jos Bradshaw being first duly sworn, in answer to the foregoing question propounded to the witness Rose - and expected to as above deposes and says, I live in Schoolcraft Co, I know Wm Corbett, he was a poor man, I don't know exactly what is a hard drinker, he would get drunk if he went to a public place, but was ready to go to work on next day. This would take place generally on Saturday and he was ready for work on Monday. Mr. Corbett did a good deal of work for me for some 10 years, and in our transactions, he did some

in my debt. some time about $300
I have never tried to collect it as his
family was poor & needy. He tried
to provide for his family and I have
no idea he spent all his money for
whiskey. I have no knowledge of
his ever having been forced to pay his
debts.

And further the deponent saith not.

A. J. Bradshaw

Isle of Wight county, to wit:
I N. P. Young a commissioner in chancery for the
Circuit court of Isle of Wight county, in
the state of Virginia, do certify that the
foregoing deposition was taken and sub-
scribed before me on the day and year men-
tioned in the caption. And the matter is
continued to allow the defendant to take
evidence on the 3rd day of October 1889.

N. P. Young Comm. in Ch.

Vaughan & Co.
vs.
Corbett et als.

Filed 27th Sept. 1889

The Deposition of R. B. Vaughan taken before N. P. Young a commissioner in Chancery of the circuit Court of Isle of Wight County, at his office near the court house of said County, on the 24th. day of August, 1889, to be read as evidence in behalf of the plaintiff in matter of enquiry & accounts before said commissioner under a decree of the said court rendered at the April term 1889, in a suit in chancery therein pending, wherein R. B. Vaughan Exor. of W. H. Vaughan dec'd, are plaintiffs and R. A. Edwards adm. of W. W. Corbett & Wife Defendants.

Present - W. S. Holland counsel for the plaintiff and R. E. Hughes counsel for the defendant.

The defendant, by counsel, objected to the introduction of said R. B. Vaughan ~~upon the~~ as a witness to prove the transaction and circumstances under which the bond of $125.00 executed to W. H. Vaughan & R. B. Vaughan ~~and of~~ respectively, and of the execution of the deed of trust made by Vicky W. Corbett, in the bill mentioned, to secure said two bonds, because the said R. B. Vaughan being a party in interest

is incompetent to testify by reason of the death of the said Wiley W. Corbell, and because oral testimony is inadmissible to vary, alter or add to the terms of a written instrument, and for other reasons hereafter to be assigned.

The plaintiff by counsel, replying to the above exception, says that the witness is not introduced for the purpose of proving the execution of the deed of trust aforesaid or any fact relating to the execution of said deed nor to prove any fact or circumstance relating to the bond of $175.00 secured by said deed of trust payable to himself but is introduced to explain the possession & other facts & circumstances connected with the bond for $175.00 secured by said deed payable to W. H. Vaughan in which lost bond the witness claims no interest and no connection ~~of fact~~ such as has been under the laws of the executor of said W. H. Vaughan.

In the opinion of the court in this the said witness is competent as to the $175.00 bond aforesaid made payable to W. H. Vaughan, but is incompetent as to any matters con

ected with the said bond of $125,00 made payable to himself.

The Defendants, by their counsel reply, that the said witness is incompetent to testify, for the reasons last aforesaid for the reasons, here before and hereafter assigned & to be assigned. ~~And thereupon the deposition of said R. B. Vaughan is, by agreement of counsel, taken subject to all legal exceptions.~~

The said R. B. Vaughan, being first duly sworn, deposes & says

1 Quest. What is your name, age & occupation?

Ans. My name is Randolph B. Vaughan, I am 49 years old & am a farmer, & reside in Isle of Wight county on a farm adjoining the land of W. W. Corbett.

2 Quest. In the Bill, a bond for $125,00 dated the 24. day of August, 1848, made by Wiley W. Corbett payable to W. H. Vaughan and secured by a deed of trust, the original of which is filed in the cause, is alluded to; Now explain as fully as you can in what possession the bond has been since its execution, and why in such possession?

Ans. The bond was in possession of Mr. Corbett up to his death, W. H. Vaughan frequently

that I knew of. I was not at the mill at the time the bond was executed I never entered that the bond was to be kept by Corbett until the deed of trust was brought down & recorded, and then the old bonds were to be exchanged for the new one. Corbett & myself arrived at the Clerk's office somewhere about hour or two before we went into the office to have it recorded, for my uncle W. H. Vaughan to come, He didn't come and Corbett said have it recorded and he could change the bond at any other day. The deed was recorded and they were to meet at Franklin to exchange them but Corbett did not have the bonds at Franklin. Several other times were appointed to exchange them but they never did exchange them until the time my uncle died, nor have they ever been exchanged.

(The defendants by their counsel except to the foregoing question and answer for the reasons heretofore assigned, and for the further reason, that it is said incapable by proof testimony to set up as a valid, complete & final deed of trust, one shown

by the allegations of the bill and the statement of the witness to be involved, incomplete and not fixed, and because the said deed was illegally admitted to record.)

3. Quest. Effel Aiken what bond or bond, was to be delivered to Corbett when he delivered the said $125.[00] Bond.

Ans. He was to deliver the bond, respectively for $70.[00] and $13.[40] marked respectively A. & B. and herewith filed in obedience to the decree.

4. Quest. Where did you find the two bonds last mentioned?

Ans. I found them among the papers of W. H. Vaughan soon after his death.

5. Quest. In the conversations alluded to by you at Franklin & elsewhere, between W. H. Vaughan & Wiley W. Corbett, did whether or not said Corbett claimed that he had overpaid any thing on the $125.[00] bond secured by the said deed of trust?

Ans. Nothing, except that he had a claim against W. H. Vaughan for making Vaughan's wife's coffin, amounting to $12.[50] W. H. Vaughan did not dispute the claim, but I do not know whether or not he paid it. The coffin was

ordered through me,

6. Quest. At these conversations, state whether or not said Corbett admitted fully and candidly the said debt of $825.00 secured by the deed of trust, subject to the coffin claim.

Ans. Corbett said that the new bond was to cover the amount of the two old bonds which he owed him, and some old accounts he had against him.

7. Quest. Please state whether or not the failure to exchange bonds was due to any dispute about the amount due by either party to the other, or for some other cause?

Ans. I heard no dispute about the account at all. The course why they were not exchanged was because ~~[illegible]~~ W. N. Vaughan failed to be at Clerk's office, and because Corbett failed to carry the bond to Franklin

8. Quest. Except as Executor of W. N. Vaughan have you any interest in the said $175.00 bond payable to W. H. Vaughan?

Ans. I have none at all.

9. Quest. It is stated in the Bill that the said bond was executed at Beach & Ashburn's saw mill and that W. H.

Vaughan did not have the two bonds, filed by you and marked A. & B, with him there, and that it was then and there agreed that the bond were to be exchanged at some other time, and in these depositions you have said that you were not present at the saw mill; please state whether or not you ever heard Corbett make any statement or admission in regard thereto, and if so what.

Ans: I heard Corbett say he had the bond and deed of trust all fixed up at the mill & they were carried to Franklin before Mr. Drake to be signed up. I did not ever hear him say anything about any agreement made at the mill to exchange the bond.

Cross examination without waiving exceptions.

Quest. 1 Can you say of your own knowledge that the bond for $175.00 payable to W. H. Vaughan mentioned in these depositions was never delivered to him by W. W. Corbett?

Ans. I cannot.

Quest. 7 How long after the execution of the so called deed of trust was it before Mr. Vaughan & Mr. Corbett met at Franklin, as you have heretofore stated?

Ans. It might have been a month or about that time, I can't say certain if was exactly after the deed was made.

Quest. 3. How long after the deed was executed was it before it was recorded?
(Excepted to because the deed is the best evidence)

Answ. I can't tell exactly, it was some time that year that it was written

Quest. 4 Where the deed was brought to the clerk's office to be recorded did Mr. Corbett acknowledge the same before the clerk?

Answ. I don't know. I would not say whether he did or did not. I know he came down with me

(Question and answer excepted to because the deed is the best evidence)

Quest. 5 Where was it that the last conversation was had, in your presence, between Mr. Corbett & Mr. Vaccy relative to the exchange of bonds?

Answ. I can't say = I think it was at my house - can't say whether it was before we went to Franklin or not

Quest. 6 Was it within a year or two years after the deed was recorded?

Answ. Yes sir I should suppose it was.

Quest. of Pltff. Please, I recollect you stated you to the best your recollection that you heard no conversation between Mr. Vaughan & Mr Corbett after the expiration of a year or two years from the record date of the deed in reference to the exchange of said bonds. — Am I correct?

Answ. I would not like to say either one way or the other, because I might not be correct.

And further the deponent saith not.

Virginia, Isle of Wight County, To wit:

I certify that the foregoing deposition of R. B. Vaughan was taken and subscribed before me, at my office on the day mentioned in its caption, and continued for evidence to be taken.

Given under my hand as a Commissioner of Accounts of the Circuit Court of Isle of Wight County the 24th. day of August, 1889.

N. P. Young Comm.

Vaughan et al.

vs. Ingley,

Corbetts adm. et al.

Replication

Filed 24. Aug. 1889.

Seaboard, N. C. Jan. 14, 1889.

Mr. Jas. N. Scott,
Carrsville, Va.

Dear Sir:-

I remember taking Wiley W. Corbitt's relinquishment on some land in a deed of Trust to the Mr. Vaughans about the time mentioned in your letter. The amounts of bonds I cannot recall. I think Mr. W. H. Vaughan was present, but whether or

not the Deed of Trust &
Bonds ~~was~~ were delivered to
Mr. Vaughan I am not
prepared to say; though
I suppose the were as
I done business on bu-
siness principals.
I would be glad to serve
you further, but the
thing transpired so long
ago, that it has almost
escaped my recolection.
If my deposition will
aid you, you can come
up and take it.
I could not afford the
expence of coming to
your place to give ev-
idence, though desire
justice in all things &
am under the impression
that Mr. Corbitt paid the
Bonds otherwise he
would not have passed them off

If not delivered within 10 days, to be returned to

Mr. A. D. Young
Post Office
Pittsburgh, Pa.

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 401.

The Commonwealth of Virginia,

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

You are hereby commanded to summon James H. Carr of Jacob and James W. Rose

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit Court of the County of Isle of Wight, at his office, at the court-house of said county, on the 8th day of October 1889 ~~next~~, to testify and the truth to say in behalf of the defendant

in a certain matter of account

referred to the said commissioner for report &c, by a decree of the said court in a suit in chancery therein pending between R. B. Vaughan adm. of H. H. Vaughan dec. plaintiff, and R. A. Edwards, ch'r & adm. of H. H. Corbet dec. & als. Defendants

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 4th day of October 1889, and in the 114 year of the Commonwealth.

N. P. Young clk.

Corbett's adm. et al.

vs.

WITNESS' SUBPŒNA.

Vaughan's Exr. et al.

To the 8. Octo. 1889.

Executed by delivering a copy of this subpa. to James M. Rose.

Ro. A. Edwards
Sheff.

Service accepted this 26 day of Oct. 1889

James M. Rose

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 401.

The Commonwealth of Virginia,

To ~~the~~ Jno. T. Rose, Constb of the county of Isle of Wight, Greeting:

You are hereby commanded to summon James M. Rose

personally to appear before the undersigned, one of the commissioners in chancery of the circuit Court of the county of Isle of Wight, at his office, at the court-house of said county, on the 3d day of October next, to testify and the truth to say in behalf of the defendant

in a certain matter of account

referred to the said commissioner for report &c, by a decree of the said court in a suit in chancery therein pending between R. B. Vaughan exr of A. M. Vaughan dec'd plaintiff and W. A. Corbet admr etals Deft.

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 27th day of September 1889, and in the 114 year of the Commonwealth.

N. P. Young clk

A copy Teste. N. P. Young clk.

.....

.....

..... { WITNESS' SUBPŒNA.

.....

L. H. Cont

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 401.

The Commonwealth of Virginia,

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

You are hereby commanded to summon James M. Rose

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit Court of the County of Isle of Wight, at his office, at the court-house of said county, on the 8th day of October 1889 ~~next~~, to testify and the truth to say in behalf of the defendant

in a certain matter of account

referred to the said commissioner for report re., by a decree of the said court in a suit in chancery therein pending between R. B. Vaughan admr. of H. H. Vaughan decd plaintiff, and R. A. Edwards shf. & admr. of H. H. Corbet decd defendant

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 4th day of October 1889, and in the 114th year of the Commonwealth.

N. P. Young clk

A copy. Teste, N. P. Young clk.

WITNESS'
SUBPŒNA.

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 401.

The Commonwealth of Virginia,

To ~~the~~ Jas. T. Rose, Constb of the County of Isle of Wight, Greeting:

You are hereby commanded to summon James M. Rose

personally to appear before the undersigned, one of the commissioners in chancery of the circuit Court of the county of Isle of Wight, at his office, at the court-house of said county, on the 3d day of October next, to testify and the truth to say in behalf of the defendand

in a certain matter of account

referred to the said commissioner for report &c, by a decree of the said court in a suit in chancery therein pending between R. B. Vaughan Exor of W. M. Vaughan dec'd plaintiff, and W. A. Colbit admr etals Deft.

And this he shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 27th day of September 1889, and in the 114th year of the Commonwealth.

N. P. Young Clk.

Corbett et al.

ads. { WITNESS' SUBPŒNA.

Vaughan's Exo

To 3d. Octo. 1889.

Executed this 28 day of Sept 1889 By delivering a true copy of the within to James M. Rose

John J. Rose
Const

Everett Waddey,
Stationer and Printer,
Richmond, Va. } Form No. 401.

The Commonwealth of Virginia,

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

You are hereby commanded to summon John T. Rose and Amos T. Bradshaw and J

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit Court of the County of Isle of Wight, at his office, at the court-house of said county, on the 27. day of Septr. 1889 ~~next~~, to testify and the truth to say in behalf of the plaintiff

in a certain matter of account

referred to the said commissioner for report &c., by a decree of the said court in a suit in chancery therein pending between R. B. Vaughan Exor. of W. H. Vaughan dec'd, Plaintiff, and W. C. Corbett's adm'r, et als, Defts,

And this they shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, N. P. Young, Commissioner of the said court, at the court-house of said county, the 27. day of Sept. 1889, and in the 114 year of the Commonwealth.

N. P. Young Clk.

Vaughan's Exr.

vs. } WITNESS' SUBPŒNA.

Carr et als.

To 27th. Sept. 1889.

Executed
Sept 27th 1889.
R. A. Edwards
Sheff.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON P. A. Edwards Sheriff, as the Legal Administrator of Wiley H. Corbett dec'd. Jonathan Corbett, Barbara Ann Corbett, Martha Corbett, Susan Corbett, Wiley Corbett, and James H. Corbett heirs at law, and Emma J. Corbett & A. A. Corbett Trustee

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the said Court, on the first Monday in March 1887 next, to answer the Bill in Chancery of R. B. Vaughan Administrator with the will annexed of W. H. Vaughan dec'd. and R. B. Vaughan in his own right

~~of a plea of~~ _____ ~~for~~ $ _____ ~~Damages~~ $ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the 30 day of March 1887, in the 111th year of the Commonwealth.

N. P. Young Clk

Copy Teste, N. P. Young Clk

Lieut Lee

J. H. Lee
Franklin
Va
Pvt Bradshaw

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON R. A. Edwards, sheriff, and as such administrator of Wiley W. Corbett dec'd; Jurisinna Corbett, Barbara Ann Corbett, Martha Corbett, Susan Scott, who was Corbett, and James W. Scott her husband; and Emma J. Corbett and A. N. Ashburn trustee,

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the said Court, on the first Monday in March 1887, ~~next~~, to answer the Bill in Chancery of R. B. Vaughan administrator with the will annexed of W. N. Vaughan ~~dec'd~~, and R. B. Vaughan in his own right.

~~of a plea of~~ _____ ~~for $~~ _____ ~~Damages $~~ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the 5th day of March 1887, in the 111th year of the Commonwealth.

N. P. Young Clk

Vaughans' adm. et al.

vs. } Sums. in Chf.

Corbetts' adm. et als.

//

To March Rules 1887.

W. S. Holland Sq.

Executed By delivering to the within named R. A. Edwards Juliette A. Corbett Barbara Ann Corbett Marthy Corbett Susan Scott James W. Scott Emma J. Corbett and A. H. Ashburn each a true copy of the within Summons March 5th 1887

A. B. Edwards Sheff
for R. A. Edwards

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON C. L. Evans, sheriff, and as administrator of Philip Corbett dec'd; Jimmie Corbett, Barbara Ann Corbett, Martha Corbett, Susan Scott, who is Corbett and James R. Scott her husband, and Carrie J. Corbett a washbowl [illegible]

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the said Court, on the first Monday in March 188[illegible] next, to answer the Bill in Chancery of C. C. Vaughan, administrator with the will annexed of H. H. Vaughan dec'd; and C. B. Vaughan [illegible]

~~of a plea of~~ ~~for $~~ Damages ~~$~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the 12 day of March 188[illegible], in the 110th year of the Commonwealth.

N. P. Young, Clk.

A Copy, Teste N. P. Young Clk.

Jas. Wilcox

Vaughan et als
vs } In the Circuit court of Isle of Wight county
Corbitt et als

The joint and several answers of Dimmina Corbitt, Barbara Ann Corbitt Martha Corbitt, James W Scott and Susan his wife formerly Corbitt.

These defendants saving and reserving all right of exception to the many errors and imperfections in said bill contained, for answer thereto or to so much thereof as they are advised it is material or necessary for them to answer; answering say, that they have no knowledge or information of their own, of the statements in said bill contained and call for the strictest proof of the same, and further answering these defendants say that the bonds herewith filed were found among the papers of the said Wiley W Corbitt after his death, that within their knowledge no such claim or demand as is set out in said bill or assert made upon the said Wiley W Corbitt and they are informed and do charge that the said bonds, if they ever had any legal existence were paid off and discharged.
That the alleged deed of trust in said Bill mentioned, was never the valid and legal deed of trust of the said Wiley W Corbitt, and does not in any manner bind

or affect the property therein mentioned
and having answered they pray hence to be
dismissed with their costs in this behalf
most unreasonably expended

Boykin p. d.

Vaughan et al
vs
Shelby

Orphans et al

Notes unanswered

Vaughan & als

vs. } In Chancery

Corbett & als.

The Defendants by their atty. come and says that the Complainants bill filed in this cause is insufficient in law and demurs to the same.

Boyhen p. d.

Vaughan vals.
vs. } Ejectment.
Corbett vals

Allowed

To the Hon. C. W. Hill Judge of the circuit Court for Isle of wight county, Virginia:

Your Complainants R. B. Vaughan adm. with the will annexed of W. H. Vaughan decd. and R. B. Vaughan in his own right, humbly complaining showeth to your Honor:

That one Wiley W. Corbitt for a long time before his death had been indebted to your complainant and to his testator and unde W. H. Vaughan by bonds and accounts which were always admitted to be just and correct; and on the 24th day of August in the year 1878 A.D. the said Wiley W. Corbitt and your complainant and his said testator all had a settlement of their indebtedness and upon such settlement the said Wiley W. Corbitt then and there admitted and agreed that he owed to your complainant and his said testator, W. H. Vaughan each the sum of one hundred and twenty-five dollars and agreed then and there that he would secure the payment of said indebtedness by a deed of trust on his real estate in which his wife refused to join and it was then agreed that said deed of trust should embrace all the estate real and personal of the said Wiley W. Corbitt — accordingly a deed of trust was drawn by Mr. A. H. Ashburn and signed by said Corbitt, and was afterwards acknowledged and admitted to record, the original of said deed of trust is herewith filed as an exhibit marked "A" and is prayed to be taken as a part of this bill: And your complainant avers and charges

that the two bonds for one hundred and twenty-five dollars each described in said deed of trust were duly executed as stated in said deed of trust and would have been kept in the custody of your complainant and his said testator, but for the absence at the time and place - (Sawmill of Smith & Ashburn) of some bonds against said Corbitt which were included in said settlement; that your complainant told said Corbitt he would deliver said old bonds some time and then take charge of the new ones - that your complainant and his said testator and said Corbitt were all near neighbors and not much accustomed to business matters and that said bonds have since the day of their execution remained in the possession of Corbitt and his family unless they have been recently destroyed by some person other than said Wiley W. Corbitt:

that during the year 1886 A.D. said Wiley W. Corbitt departed this life intestate leaving a widow Jerusima Corbitt and four children, namely: Barbara Ann Corbitt, Martha Corbitt, Susan Scott who was Corbitt before her marriage with one James W. Scott and Emma J. Corbitt all over the age of 21 years, as his only heirs and distributees at law - that the estate of said Wiley W. Corbitt has been duly committed to the hands of R. A. Edwards Sheriff of Isle of Wight County and as such Sheriff, administrator of the estate of said Wiley W. Corbitt - and your complainant says that the children of said Corbitt have now, or lately had in their possession said bonds but refuse to give them up; and your complainant avers that

notwithstanding it was known that said Jimmima Corbitt had expressed her unwillingness to join in said conveyance, a hope was still entertained that she would unite before her husband should have opportunity to see an officer before whom he could acknowledge said deed of trust, and hence the insertion of her name in the body of the deed, that said Corbitt left little or no estate except the property in said deed named and hereinafter described.

Your Complainant is advised that he has the right to have the dower of said widow in the lands in this bill mentioned assigned and laid off by meates and bounds under a decree of this honorable court; and that he is entitled to a lien by virtue of said deed of trust on the property therein included and is entitled to have said lien enforced, and to have said property subjected to the satisfaction of his debt and the debt of his said testator:

And whereas your complainant is without adequate remedy save in a court of equity when such matters are alone and properly cognizable, he prays that said Jimmima Corbitt the widow of said Wiley W. Corbitt, Barbara Ann Corbitt Martha Corbitt, Emma J. Corbitt, Susan Scott who was Corbitt and James W. Scott their husband and A. H. Ashburn trustee and R. A. Edwards sheriff and as such administrator of said Wiley W. Corbitt dec'd. may be made parties defendant to this bill and required to answer the same, but an answer on oath is hereby waived as provided by statute in such cases; that commissioners may be appointed to assign to dower to said widow Jimmima Corbitt if she be entitled thereto - and all accounts may be

tober, orders made, inquiries directed and decrees entered as the nature of the case may require, that said trustee be directed to sell said property in said deed of trust mentioned and the proceeds applied in satisfaction of said indebtedness and the costs of this suit and expenses of said sale, and that the balance, if any such there be, be paid into said estate of said Wiley W. Corbitt - that all such other, further and general relief may be afforded your complainant as the nature of his case and the ends of Justice may require, and he will ever pray; Let a subpoena go:

R. B. Vaughan

W. S. Holland p.q.

Virginia

County of Isle of wight, to wit:

I, W. S. Holland a Notary Public in and for the county and state aforesaid do certify that R. B. Vaughan came before me in my said county and made oath in due form of law that the statements contained in the foregoing bill of complaint are true to the best of his knowledge and belief. Given under my hand this 5th day of March 1887.

W. S. Holland
Notary Public

W. S. Holland
Vs.
Vanghan & al, als.
P.S. & In Chancy
" "
Corbitt et, als.

Complainant Bill

March Rules 1887.
Bill & Exhibits filed - Summons
Exd. & decree nisi.

Apl. Rules 1887 - Bill taken
for confe.d & set for hearing.

April term 1887
leave to file ans. &c

Oct. term 1887
Made vacation Cause

Oct. term 1888
Decree for enquiry & accounts
and assignment of Dower

April term 1894
We confy. report, to all & pay out.

Dec. 15th 1894 Sh. term
Final decree

October 28th 1895
Final Decree

~~– Webster's Unabridged –~~