

1925-009 Chancery Causes C.

C. Vaughan, Junior v Cora V. Camp VS D.

E. Rose v d

404

Dele of Wright County

other surnames. (Vaughan v Company,  
Bankers], Brett, Lewis, Barrett,  
Eason, Christian

(464) 4

VIRGINIA: IN THE CIRCUIT  
COURT OF ISLE OF WIGHT  
COUNTY.

C. C. VAUGHAN, JR., AND  
CORA V. CAMP, Partners  
doing business as Vaughan,  
& Company, Bankers,

v.

J. E. ROSE, JOHN E. VAUGHAN,  
R. D. BRETT, and H. STUART  
LEWIS, Trustee.

BILL.

3/21/23 Filed

JOHN N. SEBRELL, JR  
ATTORNEY AND COUNSELLOR AT LAW  
SEABOARD BANK BUILDING  
NORFOLK, VIRGINIA

STATE OF VIRGINIA,  
COUNTY OF SOUTHAMPTON, to-wit:

I, *Dovee Eley*, a Notary Public in and for  
County of Southampton, in the State aforesaid, do hereby certify  
that C. C. Vaughan, Jr., one of the partners whose name is signed  
to the foregoing bill, this day personally appeared before me in  
my County and State aforesaid, and made oath that the allegations  
therein contained, so far as made of his own knowledge are true,  
and so far as made upon information derived from others he believes  
to be true.

Given under my hand this *17<sup>th</sup>* day of March, 1923.

*Dovee Eley*  
Notary Public.  
*My com expires 2/15/24*

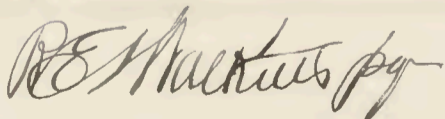
the said John E. Vaughan, and your complainants aver and believe that it will be concealed from them and will not be liable to their said judgment.

IN TENDER CONSIDERATION WHEREOF, and inasmuch as your complainants are without remedy in the premises save in a court of equity where all such matters are alone and properly cognizable, to the end that justice may be done, they pray that the said J. E. Rose, John E. Vaughan, R. D. Brett and H. Stuart Lewis, Trustee, be made parties defendants to this bill and be required to answer the same, though answer under oath is hereby expressly waived; that proper process issue; that an injunction be awarded either restraining the said H. Stuart Lewis, Trustee, from executing the said trust, or restraining the said R. D. Brett or H. Stuart Lewis, Trustee, from paying the said amount of said bond, or the money arising from the sale of the said property, or any part thereof, to the said J. E. Rose or the said John E. Vaughan; that an order may be entered requiring and providing that the amount owing upon said bond, to-wit, the sum of \$4,000.00, and accrued interest, be applied toward the payment of your complainants' judgment and the execution issued thereof; that all such orders and decrees be entered and inquiries as may be necessary directed and taken; and that all such other, further, general and special relief may be granted your complainants as the nature of their case may require or to equity shall seem meet.

And your complainants will every pray.

C. C. VAUGHAN AND CORA V. CAMP,  
Partners doing business as Vaughan  
& Company, Bankers,

By 



deed of trust duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book 90, at page 457, reference to which is hereby made for a particular description of the land thereby conveyed and of the facts contained in said deed.

That your complainants are advised that the said J. E. Rose has attempted or undertaken to assign and transfer the said bond to John E. Vaughan; but your complainants charge and aver that the said bond and the debt of which it is an evidence, belongs to and is owned by the said J. E. Rose and that the said amount, to-wit, \$4,000.00, with interest thereon, is now due and owing by the said Brett to J. E. Rose.

That the said assignment or attempted assignment of the said bond by the said J. E. Rose to the said John E. Vaughan was without consideration deemed valuable in law, and was made with the intent to hinder, delay and defraud the creditors of the said J. E. Rose, and particularly your complainants, and with the express purpose to prevent the same from being applicable to the judgment and execution of your complainants' aforesaid; that the said assignment was an attempt by the said Rose to protect the said bond and debt from the lien of the said execution and to defraud your complainants in the collection of their said judgment.

That the wife of the said J. E. Rose is the foster-child of the said John E. Vaughan, he having raised her from childhood, and having no children of his own, and he has for all time stood in loco parentis as to her, and he at this time and has for a long time, resides with the said J. E. Rose as a member of his family.

That H. Stuart Lewis, who is trustee in the said deed of trust aforementioned, has advertised the said farm for sale under and by virtue of the terms of said deed of trust at Carrsville, Virginia, at eleven o'clock A. M. on Friday, March 30, 1923, and unless enjoined or directed by this court will proceed to execute the said deed of trust, sell the said property and pay the proceeds thereof over to

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

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C. C. VAUGHAN, JR., AND CORA V.  
CAMP, Partners doing business  
as Vaughan & Company, Bankers,

v.

J. E. ROSE, JOHN E. VAUGHAN,  
R. D. BRETT and H. STUART LEWIS,  
Trustee.

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TO HONORABLE B. D. WHITE, Judge of the said Court:

Humbly complaining showeth unto your Honor your complainants  
C. C. VAUGHAN, JR., and CORA V. CAMP, partners doing business as  
Vaughan & Company, Bankers, of the County of Southampton, Virginia,  
as follows:

That on, to-wit, the 4th day of August, 1922, your complainants  
recovered in the Circuit Court of Southampton County, Virginia, a  
judgment against the said J. E. Rose and others in the sum of One  
Hundred and Ten Thousand Dollars (\$110,000.00), with interest and  
costs; that the said judgment has been duly docketed in the Clerk's  
Office of the Circuit Court of Isle of Wight County, Virginia, and  
also in the Clerk's Office of the Circuit Court of Nansemond County,  
Virginia, as well as in the Clerk's Office of the Circuit Court of  
Southampton County, Virginia; that on, to-wit, the 29 day of  
January, 1923, a writ of fieri facias was issued on said judgment  
returnable on the 1<sup>st</sup> day of April, 1923.

That on, to-wit, the 28th day of February, 1921, R. D. Brett  
borrowed from the said J. E. Rose the sum of Four Thousand Dollars  
(\$4,000.00) and executed his bond therefor, which was secured by a

VIRGINIA:  
IN THE CIRCUIT COURT OF  
ISLE OF WIGHT COUNTY.

C. C. Vaughan, Jr., and  
Core V. Camp, partners  
doing business as Vaughan  
and Company, Bankers

VS

J. E. Rose, John E. Vaughan  
R. D. Brett and H. Stuart  
Lewis, Trustee.

ANSWER OF  
JOHN E. VAUGHAN.

VIRGINIA: CLERKS OFFICE OF THE  
CIRCUIT COURT OF THE COUNTY  
OF ISLE OF WIGHT

Sept 4 1923

Filed

Teste, R. A. Brown Clerk.

G. A. HARRIS  
ATTORNEY AND COUNSELLOR AT LAW  
SUFFOLK, VIRGINIA

of your respondent unless the said farm can be sold forthwith; that if the said crop is removed, your respondent will be without any means of securing his interest from R. D. Brett, as your respondent is informed and believes the said R. D. Brett is insolvent.

Your respondent knows nothing of the other allegations made in said bill, and having fully answered, the said respondent prays to be hence dismissed with his reasonable costs in this behalf expended.

And he will ever pray, etc.

John. E. Vaughan.  
Respondent.

STATE OF VIRGINIA,  
City of Suffolk, to-wit:

This day personally appeared before me, Minnie Lavine, a Notary Public in and for the City and State aforesaid, John E. Vaughan, and made oath that the statements made in the foregoing answer are true to the best of his knowledge and belief.

Given under my hand this 11th day of August, 1923.

My commission expires the 2nd day of October, 1926.

Minnie Lavine  
Notary Public.



delivered to your respondent, for value, the bond of R. D. Brett which was secured by said deed of trust, and that said bond has been held by your respondent as his property and is now held by your respondent as his property; he having purchased same from the said J. E. Rose for value without notice of any fraud on the part of J. E. Rose, R. D. Brett or any person whatsoever.

Your respondent denies having had any knowledge of any attempt on the part of J. E. Rose to hinder, delay or defraud his creditors at the time the said bond was assigned or any other time.

Your respondent denies that the wife of J. E. Rose is his foster child, and that he has for all time stood in loco parentis as to her. She is, however, the niece of your respondent's wife.

Your respondent admits that he directed H. Stuart Lewis, Trustee in the deed of trust, to advertise and make sale of the property pursuant to the terms of the deed of trust at Carrsville, Virginia, at eleven o'clock A. M., on March 30, 1925, and avers that he had the right so to do, default having been made in the payment of the interest and principal of the bond held by your respondent, and which bond is secured by said deed of trust.

Your respondent would state that the equitable title to the security for the \$4000.00 deed of trust - a farm in Isle of Wight County - is vested in R. D. Brett, who is cultivating the same; that your respondent has never received any interest whatsoever from R. D. Brett or any other person on his bond of \$4000.00; that your respondent fears that the growing crop now on said farm may be removed to the detriment

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

C. C. Vaughan, Jr., and Cora V.  
Camp, partners doing business  
as Vaughan and Company, Bankers.....Complainants

vs

J. E. Rose, John E. Vaughan,  
R. D. Brett and H. Stuart  
Lewis, Trustee.....Defendants

The separate answer of John E. Vaughan one of the defendants to the bill of complaint exhibited against him and others in the Circuit Court of Isle of Wight County, Virginia, by C. C. Vaughan, Jr., and Cora V. Camp. partners doing business as Vaughan and Company, Bankers.

Your respondent reserving unto himself the benefit of all just exceptions to the said bill for answer thereto or so much thereof as he is advised that it is material he should answer, answers and says:

That he knows nothing of the judgment of C. C. Vaughan, Jr., and Cora V. Camp, partners doing business as Vaughan and Company, Bankers, which is alleged by them as having been entered in the Circuit Court of Southampton County, Virginia, on the 4th day of August, 1922, against J. E. Rose for One Hundred and Ten Ten Thousand Dollars (\$110,000.00), with interest and costs.

That it is true that on the 28th day of February, 1921, R. D. Brett borrowed from J. E. Rose the sum of Four Thousand Dollars (\$4000.00), and executed his bond therefor which was secured by deed of trust duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book 90, page 457.

It is also true that on the same date, that is to say, on the 28th day of February, 1921, J. E. Rose assigned and

VIRGINIA:  
IN THE CIRCUIT COURT OF  
ISLE OF WIGHT COUNTY.

C. C. Vaughan, Jr., and  
Core V. Camp, partners  
doing business as Vaughan  
and Company, Bankers

VS

J. E. Rose, John E. Vaughan,  
R. D. Brett and W. Stuart  
Lewis, Trustee.

ALBION OF  
SUFFOLK CO., VA.,  
TRUSTEE

VIRGINIA: CLERKS OFFICE OF THE  
CIRCUIT COURT OF THE COUNTY  
OF ISLE OF WIGHT

*Spt 11*  
*Harris*  
Teste, *G. A. Harris* Clerk.

G. A. HARRIS  
ATTORNEY AND COUNSELLOR AT LAW  
SUFFOLK, VIRGINIA

STATE OF VIRGINIA,  
City of Suffolk, to-wit:

This day personally appeared before me, Minnie Levine,  
a Notary Public in and for the City and State aforesaid, H. Stuart  
Lewis, and made oath that the statements made in the foregoing  
answer are true to the best of his knowledge and belief.

Given under my hand this 11th day of August, 1923.

My commission expires the 2nd day of October, 1926.

*Minnie Levine*  
Notary Public.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

C. C. Vaughan, Jr., and Cora V.  
Camp, partners doing business  
as Vaughan and Company, Bankers.....Complainants

vs

J. E. Rose, John E. Vaughan,  
R. D. Brett and H. Stuart  
Lewis, Trustee.....Defendants


The separate answer of H. Stuart Lewis, Trustee, one of the defendants to the bill of complaint against him and others in the Circuit Court of Isle of Wight County, Virginia, by C. C. Vaughan, Jr., and Cora V. Camp, partners doing business as Vaughan and Company, Bankers.

Your respondent reserving unto himself the benefit of all just exceptions to the said bill for answer thereto or so much thereof as he is advised that is material he should answer, answers and says:

True it is that he is named as Trustee in the deed of trust mentioned in the bill in these proceedings, and that he has advertised the farm therein mentioned for sale under and by virtue of the terms of said deed of trust; that the said property was advertised at the request of Mr. John E. Vaughan, the legal holder of the bond of \$4000.00 which the deed of trust secures, said bond having been exhibited before your respondent by John E. Vaughan and he having represented to your respondent that he is the legal holder of said bond.

Your respondent knows nothing of the other allegations made in said bill, and having fully answered, the said respondent prays to be hence dismissed with his reasonable costs in this behalf expended,

And he will ever pray, etc.

  
Respondent.

Vaughan & Co Bankers

Virginia Chancery No. ....

J. E. Rose et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

Clerk

To 15<sup>th</sup> Apr. 1923 Rules.

R. E. L. Warriner, J. V.

Not further R. D. Burt  
R. D. Burt  
Burt man  
H. H. Chapman  
his  
subpoena  
1923  
1923

It executed the within sub. this 26 day of  
Mar 1923 by Chapman a true  
copy of the same. J. E. Rose in person  
H. H. Chapman  
Sheriff of Isle of Wight Co.

It executed the within subpoena 26  
Mar 1923 by Chapman  
copy of the same on J. E. Vaughan  
H. H. Chapman  
Sheriff of Isle of Wight Co.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon J. E. Rose, J. E. Vaughan, R. D. Brett,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the 1st Monday in April, 1923, to answer a bill in chancery exhibited against them et als in our said Court by C. C. Vaughan Jr., and Cora V. Camp, partners trading as Vaughan and Company, Bankers.,

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this 22nd day of March, 1923, and in the 147th year of the Commonwealth.

R. A. Edwards Clerk.

I, R. A. Edwards, Clerk of the Circuit Court of the County of Isle Of Wight, Virginia, do hereby certify that the bond required by the attached injunction order has been duly given, with security deemed sufficient, and filed and recorded in my office aforesaid.

R. A. Edwards Clerk.

(404) 2

Vaughan & Company, Bankers,

Virginia Chancery No. ....

J. E. Rose et al.

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit  
Court of the County of Isle of Wight:

.....192.....

Returned, entered and filed.

Teste: .....

.....Clerk.....

To 15th Apr 1923 - Rules.

R. E. L. Watkins, Atty.

Supplemental order & Subpoena

Executed 3/25-23 1923

By serving a true copy thereof on the  
defendant in person.

James Hunter

In the City of Suffolk, Va.

City Sergeant

Deputy Sergeant



COMMONWEALTH OF VIRGINIA:

*Sargeant of the City of Suffolk.*  
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~ Greeting:

We command you that you summon H. Stewart Lewis, Trustee.,

to appear at the Clerk's Office of the Circuit Court of the County of  
Isle of Wight at the rules to be holden for the said Court on the  
1st Monday in April, 1923, to answer a bill  
in chancery exhibited against him et als in our said Court by  
C. C. Vaughan Jr., and Cora V. Camp, partnes, trading as Vaughan  
and Company, Bankers.,

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-  
house, this 22 day of March, 1923, and in  
the 147 year of the Commonwealth.

*R. A. Edwards* Clerk.

I, R. A. Edwards, Clerk Of The Circuit Court of the County of Isle  
of Wight, Virginia, do hereby certify that the bond required by the  
attached injunction order has been duly given, with security deemed  
sufficient, and filed and recorded in my office aforesaid.

*R. A. Edwards* Clerk.

MAGNET, VA., Mar. 26 1923

Mr. R. E. L. Hartman, accy.

IN ACCOUNT WITH W. H. CHAPMAN

Sheriff of the County of Isle of Wight, Va.

10% Commissions Charged on all Collections unless otherwise agreed upon

1923

Mar 26	To ex. inj. Vaughan sec. vs R. H. Butt.	50	
"	" Subpoena " " " et al.	50	
	Paid 3/26/23 by R. E. L. Hartman W. H. Chapman S.H.	200	

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, IN VACATION,  
MARCH 19TH. 1923.

C. C. Vaughan Jr and Cora V. Camp, partners,  
doing business as Vaughan and Company, Bankers.

vs.

J. E. Rose, John E. Vaughan, R. D. Brett and  
H. Stuart Lewis, Trustee.

On motion of the plaintiffs, by counsel, and for good cause shown an injunction is awarded them in accordance with the prayer of the bill this day filed, to enjoin and restrain H. Stuart Lewis, Trustee, from executing the said trust, and restraining R. D. Brett and H. Stuart Lewis, Trustee, from paying the amount of the bond, or the money arising from the sale of all that certain, tract, piece or parcel of land situated, lying and being in the County of Isle of Wight, State of Virginia, containing  $113\frac{1}{2}$  acres, and bounded as follows: On the north by the right of way of the Seaboard Air Line Railway Company, on the west by the land sold by the parties of the first part herein to Sidney P. Eason; on the south by the lands of J.M. Saunders, and the land sold to Sidney P. Eason by the parties of the first part herein, on the east by the lands of Dr. Gavin Rawls, and J. T. Bradshaw, and being more accurately shown on a plat which is attached to a deed of trust, which is dated January 15th. 1921, made by Sidney P. Eason unto A. D. Christian and H. Stuart Lewis, Trustees, which said map bears the following legend: "This plat represents 232 acres of land at Carrsville, Virginia, surveyed January 2nd, 1920, for J. D. Brett, John P. Cowling, Surveyor, Suffolk, Virginia."

The land hereby conveyed being that portion of the lot of land which was conveyed by H. E. Barrett and wife unto R.D. Brett, one of the parties of the first part, which was left unto

the said R. D. Brett after conveyance by the parties of the first part of a tract of 118½ acres, by deed bearing date 15th day of January, 1921, unto Sidney P. Eason, which last mentioned conveyance is duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, or ~~xxxx~~ any part thereof, to the said J. B. Rose or John B. Vaughan, and to further restrain the said H. Stuart Lewis from selling the aforesaid property on the 30th day of March, 1923, But the plaintiffs are not to have the benefit of this order until they shall enter into bond with sufficient security in the penalty of \$2500.00, payable to the defendants and conditioned to pay all such costs as may be awarded against the party obtaining the injunction, and all such damages as may be incurred, in case the injunction shall be dissolved.

This injunction shall stand dissolved after sixty days from this date unless extended or enlarged by a further decree to be herein entered.

All which is hereby certified to the Clerk of this Court to be entered in the Chancery Order Book.

James L. McLemore  
Judge Circuit Court.

A Copy,

Teste, R. A. Edwards Clerk

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, IN VACATION,  
MARCH 19TH, 1922.

C. C. Vaughan Jr and Cora V. Camp, partners,  
doing business as Vaughan and Company, Bankers.

vs.

J. E. Rose, John H. Vaughan, R. D. Brett and  
H. Stuart Lewis, Trustee.

On motion of the plaintiffs, by counsel, and for good cause shown an injunction is awarded them in accordance with the prayer of the bill this day filed, to enjoin and restrain H. Stuart Lewis, Trustee, from executing the said trust, and restraining R. D. Brett and H. Stuart Lewis, Trustee, from paying the amount of the bond, or the money arising from the sale of all that certain, tract, piece or parcel of land situated, lying and being in the County of Isle of Wight, State of Virginia, containing 115½ acres, and bounded as follows: On the north by the right of way of the Seaboard Air Line Railway Company, on the west by the land sold by the parties of the first part herein to Sidney P. Eason; on the south by the lands of J.M. Saunders, and the land sold to Sidney P. Eason by the parties of the first part herein, on the east by the lands of Dr. Gavin Rawls, and J. T. Bradshaw, and being more accurately shown on a plat which is attached to a deed of trust, which is dated January 15th, 1921, made by Sidney P. Eason unto A. D. Christian and H. Stuart Lewis, Trustees, which said map bears the following legend: "This plat represents 232 acres of land at Carrville, Virginia, surveyed January 2nd, 1920, for J. D. Brett, John P. Cowling, Surveyor, Suffolk, Virginia."

The land hereby conveyed being that portion of the lot of land which was conveyed by E. E. Barrett and wife unto R.D. Brett, one of the parties of the first part, which was left unto

the said R. D. Brett after conveyance by the parties of the first part of a tract of 118 $\frac{1}{4}$  acres, by deed bearing date 15th day of January, 1921, unto Sidney P. Mason, which last mentioned conveyance is duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, or ~~exam~~ any part thereof, to the said J. E. Rose or John E. Vaughan, and to further restrain the said H. Stuart Lewis from selling the aforesaid property on the 30th day of March, 1923, But the plaintiffs are not to have the benefit of this order until they shall enter into bond with sufficient security in the penalty of \$2500.00, payable to the defendants and conditioned to pay all such costs as may be awarded against the party obtaining the injunction, and all such damages as may be incurred, in case the injunction shall be dissolved.

This injunction shall stand dissolved after sixty days from this date unless extended or enlarged by a further decree to be herein entered.

All which is hereby certified to the Clerk of this Court to be entered in the Chancery Order Book.

James L. McLenore  
Judge Circuit Court.

A Copy,

Teste, R. A. Edmuns Clerk

Not finding R. D. Burt at his usual place  
of abode, nor any member of his family or the next

R. D. Burt inmate by R. D. Burt  
on the 23rd day of Mar 1877 at the County of Wash D. C.

By N. H. Chapman  
D. C.

Virginia: Clerk's Office of the Circuit Court of the County of  
Isle of Wight, March 21st. 1923, this vacation order was received  
and entered of record

Teste,

\_\_\_\_\_  
Clerk

3. (404)

Enter March  
14 1923.  
J. L. McQuinn

Book 8  
Page 140



The land hereby conveyed being that portion of the lot of land which was conveyed by J.E. Barrett and wife unto R.D. Brett, one of the parties of the first part, which was left unto the said R.D. Brett after conveyance by the parties of the first part of a tract of 118 $\frac{1}{2}$  acres, by deed bearing date 15th day of January 1921, unto Sidney P. Eason, which last mentioned conveyance is duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, or any part thereof, to the said J.E. Rose, or John E. Vaughan, and to further restrain the said H. Stuart Lewis from selling the aforesaid property on the 30th day of March 1923, ~~or at any other time until the further order of this Court.~~ But the Plaintiffs are not to have the benefit of this order until they shall enter into bond with sufficient security in the penalty of \$2500 — payable to the Defendants and conditioned to pay all such costs as may be awarded against the party obtaining the injunction, and all such damages as may be incurred, in case the injunction shall be dissolved.

*This injunction shall stand dissolved after sixty days from this date unless extended or enlarged by a future decree to be herein entered.*

*All which is hereby certified to the Clerk of this Court to be returned in the Chancery record book,*

*James L. Moore  
Judge Circuit Court*

Virginia  
Injunction

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, *March 19, 1923.*

C.C. VAUGHAN, JR., and CORA V. CAMP, partners,  
doing Business as VAUGHAN & COMPANY, BANKERS.

vs

J.E. ROSE, JOHN E. VAUGHAN, R.D. BRETT AND  
H. STUART LEWIS, TRUSTEE.

On motion of the Plaintiffs, by counsel, and for  
good cause shown *in accordance with the prayer of the bill this day filed* an Injunction is awarded them to enjoin and  
restrain H. Stuart Lewis, Trustee, from executing the said trust,  
and restraining R.D. Brett and H. Stuart Lewis, Trustee, from  
paying the amount of the bond, or the money arising from the  
sale of all that certain tract, piece or parcel of land situated,  
lying and being in the County of Isle of Wight, State of Virgin-  
ia, containing  $113\frac{1}{2}$  acres, and bounded as follows: On the north  
by the right of way of the Seaboard Air Line Railway Company; on  
the west by the land sold by the parties of the first part here-  
in to Sidney P. Eason; on the south by the lands of J.M. Saunders;  
and the land sold to Sidney P. Eason by the parties of the first  
part herein; on the east by the lands of Dr. Gavin Rawls and J.T.  
Bradshaw, and being more accurately shown on a plat which is  
attached to a deed of trust, which is dated January 15th, 1921,  
made by Sidney P. Eason unto A.D. Christian and H. Stuart Lewis,  
Trustees, which said map bears the following legend: "This plat  
represents 232 acres of land at Carrsville, Virginia, surveyed  
January 2nd, 1920, for J.D. Brett, John P. Cowling, Surveyor,  
Suffolk, Virginia."

IN THE CIRCUIT COURT OF ISLE OF  
WIGHT COUNTY, VIRGINIA.

C. C. VAUGHAN, JR. et al,

v.

J. E. ROSE, et als.

1973  
7/25/73

book 8. page 140

ORDER.

Agreed to  
J. E. Rose

We consent to the  
entering of this decree  
it being understood between  
counsel that no right  
of action that John E  
Vaughan may have  
against "Vaughan & Co"  
Bankers' on the injunction  
bond shall be thereby in  
any wise prejudiced.

Savage & Lawrence  
NORFOLK, VIRGINIA

John E. Rose  
Vaughan

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY,  
V I R G I N I A

C. C. VAUGHAN, JR. and CORA V. CAMP, :  
partners doing business as VAUGHAN & :  
COMPANY, Bankers, :  
v. :  
J. E. ROSE, JOHN E. VAUGHAN, R. D. BRETT :  
and H. STUART LEWIS, Trustee, :

This cause came on this day to be again heard upon the papers formerly read, and upon motion of complainants by counsel that the injunction and restraining order heretofore entered herein be continued in effect for a period of thirty days from the 18th day of May, 1923, to which motion defendants, by counsel, consented; upon consideration whereof the Court doth

ADJUDGE, ORDER AND DECREE That the injunction heretofore awarded in this cause be, and the same is extended to the 18th day of June, 1923, and until the further order of this Court.

VIRGINIA:

IN THE CIRCUIT COURT OF  
ISLE OF WIGHT COUNTY

C. C. Vaughan, Jr., and  
Core V. Camp, partners  
doing business as Vaughan  
and Company, Bankers

vs

J. E. Rose, John E. Vaughan,  
R. D. Brett and E. Stuart  
Lewis, Trustee.

1913  
Settled  
Enter this  
1913

8-157

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

C. C. Vaughan, Jr., and Cora V.  
Camp, partners doing business  
as Vaughan and Company, Bankers.....Complainants

vs

J. E. Rose, John E. Vaughan,  
R. D. Brett and H. Stuart  
Lewis, Trustee.....Defendants

This day came John E. Vaughan and H. Stuart  
Lewis, Trustee, by counsel, and on motion they were allowed  
to file their separate answers to the bill of complaint  
exhibited against them and others by C. C. Vaughan, Jr., et  
als.

VIRGINIA: IN THE CIRCUIT COURT  
OF ISLE OF WIGHT COUNTY

C. C. Vaughan, Jr., and Cora  
V. Camp, partners doing business  
as Vaughan and Company.

vs.

J. E. Rose et. als.

.....

We consent to the entrance of  
this decree:

*R. E. Macken, atty*  
*for C. C. Vaughan &*  
*Cora V. Camp. partners*  
*doing business as*  
*Vaughan & Company*

*1925*  
*Sept 8th*  
*Entered this*  
*Book*

*Book 8*

*Page 289*

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

C. C. VAUGHAN, JR., AND CORA V.  
CAMP, PARTNERS DOING BUSINESS  
AS VAUGHAN AND COMPANY, BANKERS.....COMPLAINANTS.

vs.

J. E. ROSE, JOHN E. VAUGHAN,  
R. D. BRETT AND H. STUART  
LEWIS, TRUSTEE.....DEFENDANTS.

This day came the plaintiffs, by their attorney,  
and moved the Court to dismiss this suit from the docket, *and the*  
*same is removed from the docket.*  
And it is ordered and decreed that the defendants  
recover their cost in their behalf expended.



(404) /  
Vaughan & Co., Bankers -

v. } Memo

J.E. Rose et al.

Fees -  
372 1/23.

Net. 10 00

Pay staff fees out of

Same.

---

3/22  
ch. to Sgt Sappell 100  
" " Staff J. Orr. 200

Process made 3/22/23

To the Clerk of the Circuit Court of  
Sole of Wight County"

C. C. Vaughan Jr., & Lena V. Camp,  
Partners, trading as Vaughan & Company,  
Bankers, Plaintiffs

vs  
J. C. Rose, J. C. Vaughan, R. D. Brett,  
and H. Stuart Lewis, Trustees.

Summon defendants to 1<sup>st</sup> April  
Rules 1923.

Send summons to Sergeant of City  
of Suffolk for H. Stuart Lewis  
Trustee -

P. E. Matthews, p.g.

# Trustee's Sale

## VALUABLE FARM PROPERTY NEAR CARRSVILLE, IN ISLE OF WIGHT COUNTY, VIRGINIA.

By virtue of a certain deed of trust from R. D. Brett and Mary V. Brett, his wife, to the undersigned as Trustee dated the 28th day of February, in the year 1921, and duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book 90, at page 457, default having been made in the payment of the debt therein secured, and having been requested so to do by the Legal Holder of the bond secured by said deed of trust, I, the undersigned trustee, will sell at public auction at the **SEABOARD AIR LINE RAILWAY STATION AT CARRSVILLE, VIRGINIA,**

at 11:00 A. M. on

**FRIDAY, MARCH 30th, 1923,**

the following property described in said deed of trust as follows, to-wit:

"All that certain tract piece or parcel of land situated lying and being in the County of Isle of Wight, State of Virginia, containing One Hundred and Thirteen and One Half acres and bounded as follows: "On the North by the right-of-way of the Seaboard Air Line Railway Company; on the West by the land sold by the parties of the first part herein to Sidney P. Eason; on the South by the land of J. M. Saunders; and the land sold to Sidney P. Eason by the parties of the first part herein; on the East by the land of Dr. Gavin Rawles and J. T. Bradshaw, and being more accurately shown on a plat which is attached to a deed of trust, which is dated January 15th, 1921, made by Sidney P. Eason unto A. D. Christian and H. Stuart Lewis, Trustees, which said map bears the following legend:

"This map represents 232 $\frac{1}{2}$  acres of land at Carrsville, Virginia, surveyed January 2nd, 1920, for J. D. Brett, John P. Cowling, Surveyor, Suffolk, Virginia."

The land hereby conveyed being that portion of the lot of land which was conveyed by J. E. Barrett and wife unto R. D. Brett one of the parties of the first part herein, which was left unto the said R. D. Brett after conveyance by the parties of the first part of a tract of one hundred and eighteen and one half acres (118 1-2), by deed bearing date the 15th day of January, 1921, unto Sidney P. Eason, which last mentioned conveyance is duly recorder in the Clerk's office of the Circuit Court of Isle of Wight County, Virginia."

**And Upon The Following Terms, to-wit:** For cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of 5 per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of the money then payable upon the said debt, and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner, as the said parties of the first part, their executors, administrators or assigns shall prescribe and direct, or in case of their failure to give such directions, at such time and in such manner as the said Trustee shall see fit.

**H. Stuart Lewis,**

Trustee.

February 26th, 1923.

Vaughan<sup>s</sup> & Co Books  
B. Copy Bound.  
H. Stern & Co. Inc.  
et al.

Filed  
3/21/25

No.

Know all Men by These Presents: That we <sup>Jr.,</sup> C. C. Vaughan & Cora V. Camp, trading as Vaughan and Company, Bankers., principal ,

and

J. F. Bryant., surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Twenty Five Hundred Dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, the said C.C. Vaughan Jr., and Cora V. Camp, partners trading as Vaughan & Company Bankers., principal ,

and the said J. F. Bryant., surety ,

have hereunto set their hands and affixed their seals this, the 21st day of

March

A. D. 1923 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Vaughan & Company, Bankers, shall pay all costs as may be awarded against the hereinafter mentioned complainants, and all such damages as shall be incurred in case the said injunction be dissolved, which has been granted to Vaughan and Company Bankers, upon its bill in Chancery this day filed, in the Circuit Court of the County of Isle Of Wight, enjoining and restraining H. Stewart Lewis Trustee, from executing the said Trust, and restraining R. D. Brett and H. Stewart Lewis Trustee., from paying the amount of the bond or the money arising from the sale of all that certain tract of land situate, lying and being in the County of Isle Of Wight, State of Virginia, containi 113-1/2 acres., and bounded as follows, On the North by the right of way of the Sea board Air Line Ry., Co., on the West by the lands sold by the parties of the first part herein to Sidney P. Eason; on the South by the lands of J. M. Saunders; and the lands sold by Sidney P. Eason by the parties of the first part herein; on the East by the lands of Dr. Gavin Rawls and J. T. Bradshaw, and being the same land which was advertised for sale at Public Auction by the said H. Stewart Lewis, Trustee, said sale being advertised for the 30th day of March 1923, at the Seaboard Air Line Ry., Co's., station at Carrsville, by virtue of a certain Deed of Trust of re in the Clerk's Office of the Circuit Court of the County of Isle Of Wight, Virginia in D. B. 90 at page 457, which said Injunction above referred too is to stand for a period of sixty days from this date unless extended or enlarged by a future decree.,

~~which shall be void and discharged the duties of this office or trust as such~~

, then the above obligation to be void, or else to remain in full force and virtue.

A. D. 19 .

.....  
.....  
.....

C. C. Vaughan & Cora V. Camp [SEAL]  
partners trading as Vaughan & Co, Bankers.  
By C. C. Vaughan & Cora V. Camp [SEAL]  
Att. Cashier  
J. F. Bryant Jr. [SEAL]  
..... [SEAL]

..... Witnesses

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 21st day of March 19 23 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

..... R. A. Edwards Clerk.

*a copy.  
Seal: R. A. Edwards  
alw*