1897-12 Southampton County Chancery - Cobb, R. T. vs Cobb, E. T. et al

Cobb, W. M. (admin's)
Cobb, T. Jethro's estate

Render account of entire
estate settlement before a
Commissioner of the Court showing
transactions of Jethro Cobbs estate.

Cobb

v. { Bill & Ex

Cobb's Admr.

JAMES L. McLEMORE,

Attorney-at-Law,

COURTLAND, VIRGINIA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

J. B. LIPPINCOTT COMPANY,
Booksellers and Stationers,
Philadelphia, Pa.

To

The Hon'ble W. W. Hill, Judge Circuit Court for Southampton County.

-In Chancery.-

Your orator R. J. Cobb, humbly complaining sheweth unto the Court, that sometime in the year 1884 Jethro Cobb, the father of your complainant departed this life, intestate, leaving a large estate consisting of real & personal property. That at the January Term of the County Court 1885. E. J. Cobb & W. W. Cobb duly qualified as Administrators of the decedents estate, as will appear more fully by reference to copy of the order of their qualification filed herewith as Exhibit "A" made apart of this bill.; that the decedent at the time of his death owed but few debts, and his personal property consisting chiefly of bonds was easy of settlement, and being largely secured by Deeds of Trust on real estate, was in a great measure free from the annoyances and perplexities incident to estates of like size; that recognizing this fact & before there was any qualification on the said Estate it was clearly agreed between your complainant, the administrators and other adult heirs that the said Administrators should & would settle the estate of the decedent, their father, not for a commission on receipts as is the usual method, but for a stipulated salary or fee, which amount it was understood and agreed should be $75.00, as compensation in full for their services. Your orator further stowth that although the agreement above mentioned, the Administrators in the settlement of their transactions as such before the Commissioner of accounts had deducted from the gross receipts 5% making a total of $438.69, which is $363.69, more than the amount for which they agreed to settle the same, that the said Administrators paid out money not due

by the decedent nor his estate and which therefore should not have been paid noticably among which is the item of $150.00 paid Mrs Susan Cox, paid on claim not due by the Administrators on the decedent and which therefore should not have been credited to the said Administrators, that there is still due to your orator as shown by the account filed the sum of $15.12 which he has not received; that errors in reporting both receipts and disbursements have been made. and that the said administration account is erroneous and should be corrected:

In tender consideration whereof and for asmuch as your orator is remediless in the premises save by the aid of a court of Equity where all such matters are properly cognizable, To the end therefore that justice may be done Your orator prays that E. J. Robb & W. M Robb Administrators of Jethro Robb decd. be made parties defendants to this bill required to answer the same (but an answer under oath is hereby waived) the said defendants be compelled to render an account before one of the Commissioners of this Court showing their transactions as administrators of Jethro Robb decd; that all such charges as are unjust or improper against the said Estate be rejected; that the item of $438.69 for commissions be disallowed and the sum of $75.00 substituted therefor, that said Administrators be directed to pay over to your orator the amount due to him after purging the account of all illegal & improper charges allowed & credited to the Administrators as debts against the estate, that all such decrees may be entered, accounts ordered, & general & special relief granted as the nature of the case may require or to equity may seem meet.

And your orator will ever pray &c.

J. L. McLemore p.q.

Cobb

vs. { Annie J.
E. T. Cobb.

Cobb's Admr.

1894 May 5 Filed
J. M. Cobb

J. C. PARKER,
ATTORNEY-AT-LAW,
Main St., Franklin, Va.

The separate answer of E.T.Cobb one of the defendants to a bill of complaint filed against him and others in the Circuit Court of Southampton County, state of Virginia, by R.J.Cobb complainant.

The respondent reserving to himself the benefit of all just exceptions to said bill for answer thereto, or to so much thereof as he is advised it is material he should answer, answers and says that true it is that he qualified, along with W.M.Cobb, as one of the administrators of the estate of his deceased father, Jethro Cobb, as is stated in said bill, but he most positively denies that he ever agreed with the complainant or any other person, at any time, before or after said qualification, that he, or his co-administrator and himself, or either of them, should and would settle the estate of their father, the decedent, for a stipulated salary or fee of Seventy-five dollars ($75.) instead of for commissions on the receipts as is the usual method, as is charged in the said bill, but on the contrary he did not make any such agreement to render his services for $75. or any other stipulated sum, but qualified as any other administrator would have done expecting to receive a commission on receipts for his share of services in settling the estate, as is the usual method, and he never agreed with anyone to receive any other or different compensation ; this respondent says that before he qualified as administrator a proposition was made him by some of the heirs of decedent proposing that he should administer on the estate and receive as compensation the regular commissions on the shares which should come to the minor heirs, and ten dollars each out of the shares each of the adult distributees, but this proposition he never at any time agreed to with the complainant or any other person, but on the contrary positively refused to accept said prop-

osition,or to qualify under any such agreement ; that at this time it was proposed that he should qualify alone as administrator ,and afterwards when for good cause it was decided that W.M.Cobb should qualify as his co-administrator,no renewal of said Proposition was made,no agreement was entered into by this respondent, and no understanding was had between this respondent and the complainant or any other person that the administrators were to receive anything in compensation except the full legal commissions. This respondent says that he and his co-administrator,in rendering their account to the Commissioner of Accounts of the County Court of Southampton County,deducted from the receipts five per cent of the gross amount received as was their right,and said amount belongs to them as compensation for their services; your respondent says that the estate was not a simple and easy one to settle as is charged,but on the contrary was one involving considerable difficulty and a large amount of trouble,and the said commission of five per cent was only a fair and reasonable compensation; this respondent therefore denies the existence of such an agreement as is alleged in said bill and demands strict proof of the same. This respondent futher denies that he or his co-administrator have at any time paid out any part of the estate not due by the estate or the decedent as is charged in the said bill. This respondent says that true it is that he and his co-administrator paid Mrs. Susan Cobb the sum of $150. as is charged in said bill,but they paid it to her properly and in accordance with an agreement between them and the other distributees of the said estate,most of whom were adults,the minors being

~~being~~ represented by their guardians; this respondent says that Mrs. Susan Cobb by her attorney W.S.Holland,brought action against the administrators for the sum of three hundred dollars for services said to have been rendered the decedent during his life; that said administrators defended said action,and afterwards, with the full consent and knowledge of the said complainant & of the other heirs,all being present at the same time and consulting together as to what steps best to be taken,the administrators compromised said action by the payment of the said sum of $150. it being the view of all concerned that this was the best thing to do,and all the distributees consented thereto. Your respondent certainly would not pay out any money not due by the estate or decedent as he was one of the distributees and was concerned in getting the estate to pay each distributee as much as possible. Your respondent admits that there is a balance of $15.12 due by him and his co-administrator to the complainant as is charged in the said bill,but respondent says that he has been willing and ready at all times to pay complainant said amount and has offered to pay him but he would not accept it; respondent is ready now and at any time to pay complainant said amount and does not think he and his co-administrator should be compelled to pay any of the costs of this suit because of the fact that this small amount is due complainant when the administrators have always been ready to pay him. This respondent denies that there are any errors in reporting the receipts and disbursements of said estate,or that the said administrators account is erroneous,but says that on the contrary the receipts and disbursements are correctly reported and the ~~amount~~ account correct,and respondent demands strict

proof of any errors as charged in said bill.

And this respondent denies all fraud,unlawful combination confederacy; and fully having answered the complainant's bill,prays to be hence dismissed with his reasonable costs,including a fee for his attorney,by him in this behalf expended, and he will ever pray,etc. E.T. Cobb

J.C. Parker p. d.

Virginia,Southampton County,to-wit:-

This day personally appeared before me,C.C.Vaughan Jr., a notary publicfor the county and state aforesaid, E.T.Cobb,whose answer is above written,and made oaththat the statementements contained in the said answer so far as made of his own knowledge are true; and so far as made from knowledge or information derived from others they are beleived to be true.

Given under my hand this 4th day of May 1894.

C.C. Vaughan Jr
Notary Public

Cobb

vs. { account of
C. M. Cobb

Cobb's admr.

1892. May 5th Filed
F. M. Webb.

J. C. PARKER,
ATTORNEY-AT-LAW,
Main St., Franklin, Va.

The separate answer of W.H.Cobb one of the defendants to a bill of complaint filed against him and others in the Circuit Court of Southampton County, state of Virginia, by R.J.Cobb complainant.

The respondent reserving to himself the benefit of all just exceptions to said bill for answer thereto, or to so much thereof as he is advised it is material he should answer, answers and says that true it is that he qualified, along with E.T.Cobb, as one of the administrators of the estate of his deceased father, Jethro Cobb, as is stated in said bill, but he most positively denies that he ever agreed with the complainant or any other person, at any time, before or after said qualification, that he, or his co-administrator and himself, or either of them, should and would settle the estate of their father, the decedent, for a stipulated salary or fee of Seventy-five dollars ($75.) instead of for commissions on the receipts as is the usual method, as is charged in the said bill, but on the contrary he did not make any such agreement to render said service for $75. or any other stipulated sum, but qualified as any other adminstrator would have done expecting to receive a commission on receipts for his share of services in settling the estate, as is the usual method, and he never agreed with anyone to receive any other or different compensation; that he and his co-administrator, in rendering their account to the Commissioner of Accounts of the County Court of Southampton County, deducted from the receipts five per cent of the gross amount received as was their right, and said amount belongs to them as compensation for their services ; your respondent says that the estate was not a simple and easy one to settle as is charged, but on the contrary was one involving considerable difficulty and a large amount of trouble, and the

said commission of five per cent was only a fair and reasonable compensation ; this respondent therefore denies the existence of such an agreement as is alleged in said bill and demands strict proof of the same. This respondent further denies that he or his co-admintrator have at any time paid out any part of the estate not due by the estate or the decedent as is charged in the said bill. This respondent says that true it is that he and his co-administrator paid Mrs. Susan Cobb the sum of $150. as is charged in said bill, but they paid it to her properly and in accordance with an agreement between them and the other distributees of the said estate, most of whom were adults, the minors being represented by their guardians ; this respondent says that Mrs. Susan Cobb, by her attorney W.S. Holland, brought action against the administrators for the sum of three hundred dollars for services said to have been rendered the decedent during his life ; that said administrators defended said action, and afterwards, with the full consent and knowledge of the said complainant & of the other heirs, all being present at the same time and consulting together as to what steps best to be taken, the administrators compromised said action by the payment of the said sum of $150. it being the view of all concerned that this was the best thing to do, and all the distributees consented thereto. Your respondent certainly would not pay out any money not due by the estate or decedent as he was one of the distributees and was concerned in getting the estate to pay each distributee as much as possible. Your respondent admits that there is a balance of $15.12 due by him and his co-administrator to the complainant as is charged in the said bill, but respondent says that he has been willing and ready at all times to pay complainant said ammount and has offered

to pay him but he would not accept it ; respondent is ready now and at any time to pay complainant said amount and does not think he and his co-administrator should be compelled to pay any of the costs of this suit because of the fact that this small amount is due complainant when the administrators have always been ready to pay him. This respondent denies that there are any errors in reporting the receipts and disbursements of said estate,or that the said administrators account is erroneous,but says that on the contrary the receipts and disbursements are correctly reported and the accounts correct,and respondent demands strict proof of any errors as charged in said bill.

And this respondent denies all fraud,unlawful combination and confederacy ; and having fully answered the complainant's bill,prays to be hence dismissed with his reasonable costs,including a fee for his attorney,by him in this behalf expended, and he will ever pray,etc.

J.C.Parker.p.d. W.M.Cobb.

Virginia,Southampton County,to-wit:-

This day personally appeared before me,C.C.Vaughan Jr.,a notary public for the county and state aforesaid,W.M.Cobb, whose answer is above written,and made oath that the statements containedin the said answer so far as made of his own knowledge are true ;and so far as made from knowledge or information derived from others they are beleived to be true.

Given under my hand this 4th day of May 1894.

C.C.Vaughan Jr.

Gobb

vs } Statement of Costs

Gobbs Admrs

Gobbs
vs } Statement of Costs
Gobbs Admrs

5 mm. 25c. 2 Copies 26c. 2 Camps 18c. Ally. 10c. = .79
Docketing 18c. Rules $1.20. Entering return 35c = 1.53
Fil. bill 15c. Dr. Ent. 15c. Copy Ent. 30c. = .60
Filing 2 Answers 30c. 1 decree & Copy 72c. 1.02
Dec. J.M. Howard C.C. $3.94
Filing depositions 15c. Filing Comrs Report 15c = .30
1 Decree & Copy 72c. Jan order & Copy 40c. 1.12
6 Continuances on the docket 1.25. File away papers 25c 1.50
Clerk $6.86
Sheff. 1.40
Lawrc. 16.50
$24.76
Comm. Wm Shands Fee 10.00
Witness fees. F.C. Fort .50
L.T. Cooper .50
R.T. Vaughan .50
$36.26

Teste L.A. Gay C.C.

Mch. 29-97

Southampton County Court
January Term 1885.

A writing purporting to be the last Will and Testament of Jethro Cobb deceased was produced in court and proved by the oaths of L. R. Edwards and A. H. Cotton, the two subscribing witnesses thereto and ordered to be recorded as the true last Will and Testament of the said Jethro Cobb dec'd and there being no Executor named in the Will On the motion of E. T. Cobb & H. M. Cobb who made oath according to law & together with R. J. Cobb - J. R. Fox - L. T. Joyner & R. T. Vaughan as their securities (who justified on oath as to their sufficiency) entered into and acknowledged a bond in the penalty of Eight thousand dollars conditioned as the law directed - which bond is ordered to be recorded Certificate is granted the said E. T. Cobb & H. M. Cobb for obtaining letters of Administration on the Estate of the said decedant, with his Will aforesaid annexed in due form - and on the motion

of the
Said Administrators - S. B. Pretlow
I. C. Hills. Jos. Fray. Geo. H. Millar
and Jas. Vaughan are hereby
appointed Appraisers, who being
first duly qualified will ap-
praise the Chattle Estate of the
said Jethro Cobb dec'd and re-
turn the same under their hands
as the law directs. -

A Copy
Teste T. M. Howard, C.C.

Exhibit
"A"

Cobb

2d

Cobb's Admrs.

1894, 1st April Rules

Cir. Ct.

Lilly Cobb + Ed. Cobb

McLemore p.q.

Executed March 31st 1894 by delivering a certified copy of the within writ to Lilly Cobb & Ed. Cobb.

T. A. McLemore Sh'ff.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON E. T. Cobb and W. M. Cobb Administrators of Jethro Cobb decd.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the First Monday in April 1894 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by R. J. Cobb.

And this them shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 29th day of March, 189~~4~~, in the 118th year of the Commonwealth.

TESTE: T. M. Howard, C. C.

Cobb

Ct } Stat: Rules

Cobbs Admrs

R. J. Cobb & E. T. Cobb and W. M. Cobb Admrs of Jethro Cobb. decd. } Pltff / Defts — In Chancery

1874. Mch 29" Procp issd to 1st Apl Rules
" 1st Apl Rules Procp retd executed
Bill & Ex filed Decree nisi
" 2 Apl Rules, Bill taken for confessed & cause set for hearing

Cobb
vs
Cumis Notice
Cobb's answ

We acknowledge due
legal notice of this notice.
Aug. 25/96.
R. J. Cobb by J. L. M[illegible]
atty

E. J. & W. M. Cobb. answ's
by J. C. Corbin atty.

COMMISSIONER'S OFFICE,

Courtland ~~Jerusalem~~, Va., Aug 25th 1896

TO E. T. Cobb and W. M. Cobb administrators of Jethro Cobb dec'd and R. J. Cobb

You are hereby notified that I have fixed upon the 8th day of September next, if fair, if not, the next fair day thereafter (Sunday excepted) to take and settle, at my office, the following accounts, to wit:

(25th) 1st account of the transactions of E. T. & W. M. Cobb as administrators of Jethro Cobb dec'd in which he shall report specially whether there was any agreement between the administrators & R. J. Cobb that they should receive a stipulated amount for settling the estate of the decedent in lieu of commissions

2nd what amount has been paid to R. J. Cobb as one of the distributees of the estate of the decedent & what amount if any is still due him

3rd any other matter specially stated deemed pertinent by the Court or required to be stated by any interested party

required to be taken by a decree of Southampton Circuit Court, rendered at the May *term, 18* 94, *in a suit in Chancery, depending in 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 in Chancery of the said Court, the day and year first aforesaid.

W. W. Saunders

JAMES R. TYLER, Commissioner.

To the Sheriff of Southampton County to execute.

The depositions of J K Fox and others taken before W. Shands a commissioner in chancery of the circuit court of Southampton Co Va in pursuance of notice hereunto filed; at his office in Courtland Va on Sept 8th 1896 to be read as evidence in behalf of R J Cobb in a certain chancery suit pending in the said circuit court under the style of Cobb vs Cobbs Adm's

Present J. L. McLemore atty for pltff
" J b Parker " " defts

The witness J K Fox being duly sworn deposes as follows

2 What is your age, residence and do you know the parties to this suit

a I am a farmer, live in Gremoville Co Va. & know the parties to this suit; my wife being one of the distributees. I am 52 years old

2 Please state what was the agreement between the adult heirs

of Jethro Cobb had just before the qualification on the estate of the said Jethro Cobb decd. Touching the qualification on the estate?

a a few days after the death of Mr Jethro Cobb. we (the adult heirs of Mr Cobb) met in his late residence and decided to seek the administration of his estate in the county, and it was then agreed that the said administrators should settle the estate up and make no other charge than $10-00 for the share of each adult heir and receive the usual legal Commission on the part which belonged to the minors and we the sureties of the said administrators went on the bond as such, on and according to that understanding. and there has never been any other understanding than the above

Cross examined by defendants atty

Q How many adult heirs were there then?

A Six adult heirs. to wit; R. J. Cobb E. F. Cobb. Wm M Cobb. M. A Joyner wife of L. S. Joyner. Mrs J. K. Fox Mrs R. S Vaughon. And the infants of H. V. Cobb, & A. V. Cobb, and E. F. Cobb all adult heirs were represented at that meeting

Q Whom did you agree upon as the administrator at that meeting

A E. F. Cobb

Q Did Mr E F Cobb agree to the proposition which you said was made as above stated in your examination in chief. and did he agree to accept the position of administrator on those terms?

A He did

Q Was any one else mentioned as administrator at that time?

A I think not. at that time, but

B the agreement was made as above stated and W m. Cobb came in under the same agreement as a party to make that agreement;

2 You stated above that it was agreed that E J bobb should be the administrator and that he agreed to act as such on the terms stated did W m bobb ever agree to qualify and act as administrator on any such terms?

A Well I dont know whether he did or not, but he came in under the agreement heretofore made. he being one of the parties making said agreement

2 You said that agreement was made with E J. bobb to act as administrator and I wish to know if Mr W m bobb ever agreed to act as administrator on the same terms?

A W.d enterfere did but I should think he did if I was

A to make an agreement. I should infer so much. Nothing was ever said about the question of commissions after it was agreed that Mr C J Bobb should settle the estate as before closed by me

Q Did not you and the other adult heirs refuse to go on Mr C J Bobb's bond as security after making the agreement which you claimed was made?

A yes. I was one of the first that refused

Q Why did you refuse?

A Because Mr C J Bobb did not work any properly

Q Was Mr W M Bobb then requested to qualify by the adult heirs?

A yes I think so.

Q Did the adult heirs then go on Mr W M Bobb's bond and if so why?

a Well I can speak for myself. I did make the aforesaid agreement

Q you did so under the aforesaid agreement after you had refused to go on Mr E T Cobb's bond because he had no property and when Mr W M Cobb was requested to qualify in place of or with Mr E T Cobb?

a I thought it would be sounder

Q Why did you think it would be sounder

a Because he, W. M Cobb, had property

Q When that request was made of W.M. Cobb and you agreed to go on his bond was anything said to him about what compensation he should receive for his service as admr?

a I think not

Q I understand you to say above

~~about~~ that all the adult heirs agreed that Mr E.J. Cobb should be administrator and that you and the other adult heirs would act as sureties on his admrs bond in consideration of his selling the estate for the compensation stated by you in your examination in chief & that you afterwards refused to carry out that agreement by signing his bond as security. because he had no property. is that correct?

A Yes.

Recommd by pltffs atty

2 When you agreed to have the estate sold for ten dollars per share was it your understanding that it was being paid because Mr E.J. Cobb was going to act as admr or was it because you all together agreed upon it as being a fair consideration for closing up the estate. the infants interests ~~being~~ paying the legal Commission of five per cent?

Question excepted to * by dfdts counsel on the ground that the witness has stated that at the

time the agreement was made a written memorandum of the same was made by Mr R.J. Cobb and that that is the best evidence of what the agreement was

Q That is what we all considered a fair agreement and fair price for selling the estate

and further this deponent saith not

signed J. K. Fox

The deponent L.J. Joyner being duly sworn deposes as follows

2 your wife is one of the heirs of Jethro Cobb's estate and as such you are interested in the result are you not?

A yes

2 You have heard the statement made by J.K. Fox concerning the agreement of the [redacted] heirs of Jethro Cobb as to the amount they were to pay for the shares for selling the estate is that correct or not?

A I think that is about correct

A as near as I recollect it. it was so generally understood by them all

Q at the time of this agreement was W M Cobb present and if so did he make any statement as to what he considered the service of selling the estate was worth?

A He was present. They all agreed to pay ten dollars per share of adues

Q Was the ten dollars per share agreed to be paid in consideration that E S bobb was to settle the estate or was it deemed by you all a reasonable compensation for the labor required to settle the estate?

A We considered that they could afford to do it for that and all hands agreed to it

Q at that time I understand that nothing had been said about W M Cobb qualifying with E S bobb. but he did afterwards qualify aid × he ×

and if or why?

A He did. Because it was the desire of the parties he should do as they thought he knew more of the business of his father.

Q Was there any further agreement as to the compensation for selling the estate made after Wm. Cobb had decided to qualify or did he qualify as Co' admr?

A No sir, none that I know of. If there had been I should have gone on the bond

Cross examined by dfds atty

Q At the meeting of the adult heirs who was agreed upon to act as admr?

A E. T. Cobb

Q Did not E T Cobb agree to qualify & act as admr on the terms which

yn proposed to him?

a I think he somewhat hesitated at first and he never said whether he would or would not. but afterwards acted as Co'adms

2 Did yn and the other admrs hesitate after that meeting refused to give Mrs E T Cobb's bond as admrs if so why?

a I think we did refuse. because he had no property. and we didnt think he was hardly sufficient

2 Was W M Cobb then requested to act as admr?

a He was asked to act with E T. Cobb as joint admr in selling the estate?

2 When this request was made was anything said about how much compensation Mr W M Cobb was to have as acting as admr and did he ever agree to act as

agree on the terms proposed at the meeting above alluded to between E. J. Cobb?

A He (Mr) was asked to go ahead and act with E J Cobb on the basis that he was to act and get same pay as E J. Cobb. He did it was not enough. but did not say he wouldnt do it. but did go ahead an act. my understanding the pay for them was $10 per shot of a duck + legal costs for injunction considering escape or easyness to settle there being no complications or Tangles about it

Q Did you receive from the agency the balance due your wife as shown by this report to the Court and receipt to them therefor?

A I did. Thinking that they had settled the estate according to the agreement which I refer to

And further this deponent saith not.

L. T. Joyner

4

1

The witness R. T. Vaughan being duly sworn deposes and says:

I am 44 yrs. old live in the County and my wife is one of the distributess of the estate of Jethro Cobb decd.

Q, I Were you present when the agreement was made which has been frequently referred to, and if so is the statement of the witnesses who have preceeded you correct, as to the amount of the compensation for settling the estate?

A. Yes sir, the amount was $10. per share for the adult heirs and what ever the law allowed for the infants.
Q; At this time had any body been spoken of to qualify except E. T. Cobb?
A. No sir, not that I know of.
Q. Did Mr. E. T. Cobb, qualify, or not?
A. He did not then, but afterwards he and W. M. Cobb did qualify together,
Q. Why did W. M. Cobb qualify with E. T. Cobb?
A., As I understood it, it was because we thought it best to have W. M. Cobb go in with him, as he was there with his father, and understood his fathers business.

Q. Was there any further agreement that you know of, ~~or understanding~~ between you and W. M. Cobb, that he was to receive no more for settling the estate jointly with E. T. Cobb, than was agreed to be paid tox E.T. Cobb? And what was your understanding about it?
A., There was no further agreement than the first agreement.
Q. Was the first agreement mentioned to him at the time of his qualification, or before he qualified?
A. Nothing was said about the first agreement, as I understood it, he was going in on the first agreement.

2 Did Mr W M Cobb ever say to you or even intimate that he was going to charge or expect more than the $10 pr share for the adults?
a. He did not

Cross examined by dfdts atty

2 When you made the proposition to Mr E.T. Cobb that he should act as Admr on the terms which you have stated, did he agree to act on those terms?
a I think it was so understood. I so understood it.
2. Did you so understand it from his merely not refusing to do it, or did he say to you that he would act on those terms?
a My knowledge is that he accepted the proposition.

Q was it not a part of proposition that you and the other adml heirs were to go on his bond as admr or his securities?

A That is right. with the understanding to bond the legal cms and probe the charges as stated

Q Did not you and the other admr heirs afterwards refuse to go on Wm & J Cobb's bond and if so why?

A My understanding was that we did not positively refuse but wished Wm Cobb to act with him he being better acquainted with this forkes business and further this deponent sayeth not

R. Y. Pinckard

R.J. Cobb being duly sworn deposes and says as follows I am one of Jethro Cobb decd and one of his heirs and plaintiff in this suit

Q Did E & J Cobb agree to qualify as Admrs under the conditions of the agreement already frequently referred to?

A He did. He agreed to settle the estate for $10.00 per share of adults and legal cms or to inform parties

Q Did Wm Cobb at that time or at any

subsequent time express an opinion as to that being too much or too little for selling the estate. and if so state what he said?

a W. M. Cobb was willing for E. J. Cobb to settle the estate and he pay him $10- for his (W M Cobb's share) share for selling it. he never has said a word done until he brought his reports for settlement and I objected on the ground that therein he was allowed charges for settlement instead of the agreed amount and wanted settle with him. W M Cobb at the time and that he had never made any such agreement

2 When was the first time that you knew W M Cobb was going to qualify?

a The same day on which he qualified

2 The last time before that that you saw W M Cobb and the other adult heirs what was agreed upon between you all as to amount to be paid for selling the estate?

a The same time the agreement was made for selling the estate for $10 for share

for admrs he was the time and that was the agreement

boss examination by defts atty

2 at the time of the meeting of the admrs heirs alluded to what was the agreement as to who should be the admr?

A E. F. Cobb

2 Was it not a part of your proposition to him that you and the other admrs heirs would act as securities on his administration bond?

A Yes provided it was settled at $10. per share of admrs

2 Did not the heirs ~~of~~ afterwards refuse to go on his bond as ~~Dede~~ admr and if so why?

A I knew nothing about it until on the day of the qualification when I learned he was going to qualify along with E. F. Cobb

and further this deponent sayeth not

Robt. J. Cobb

J. B. LIPPINCOTT COMPANY,
Booksellers and Stationers,
Philadelphia, Pa.

#6

Examination of defendants witnesses

The witness A M Cobb being duly sworn deposes and says as follows
He is one of the heirs & distributees of Jethro Cobb dec'd, also one of his administrators and one of the defendants to this suit

2 were yu present at the meeting of the adult heirs of Jethro Cobb dec'd alluded to by the witnesses for the plaintiffs and if so please state what was the proposition made and to whom made as to qualifying on the estate and was it accepted?

a I was present, and the proposition was made to A J Cobb for him to administer on the estate and settle the same for $10. per adult share and legal Costs on infants parts and he did not accept it; did not say whether he would or would not. I suppose the reason he did not accept it, Mr Dow Pullen was there and said legal Costs was small enough and if he accepted on above terms he would not come out.

2 Was it not a part of that proposition that the adult heirs were to go on Mr A J Cobbs admr bond as his securities?

(Excepted to by plaintiffs counsel on ground of its leading)

A yes sir it was agreed that way, provided he accepted

Q at that meeting was anything said about who should be Mr E S Cobb's securities on his Admr bond and if so what was said?

A It was agreed that the adult heirs should be his securities on said bond if he accepted that proposition

Q Did the heirs or any of them afterwards refuse to go on his bond and if so what reason did they give for refusing?

A Mr Fox was the first one that refused and then on the Court-day that the bond was to be fixed up all of them refused. Because they didn't own anything in this own name

Q What effect if any did you consider this refusal to go on Mr E S Cobb's bond have on the proposition that had been made to him about qualifying on the estate?

A I should think it had a big effect I consider that it did away with the

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Philadelphia, Pa.

proposition made to him about qualifying

Q after the heirs refused to sign said bond who was asked to qualify on the estate?

A The heirs got first one to qualify

Q when they asked for to qualify was anything said as to the compensation you should receive for acting as Adms?

A Not a Thing mentioned

Q Did you understand that the proposition that they had made to Mrs E.J. Bobb as to what she should receive if she qualified had anything to do with what you would receive if you qualified in accordance with this request?

A No sir.

Q When you qualified on this estate did you have any idea that any of the heirs expected you to act upon the same terms that had been proposed to Mrs E J Bobb?

A They didnt mention any thing to me and I didnt know what they expected

2 Did yu ever agree with the heirs or any one of them to modify on this estate and act as Admr thereof for any less than regular legal Compensation?

A No Sir

Cross examination by Pltff's Counsel

2 Have yu collected and accounted for in your administration accounts all the bonds, notes & accounts due your father's estate which could have been collected?

A Yes Sir. according to what My attorney told me. some of them being uncollectable

2. What do yu consider would have been a fair compensation for settling the estate of your father?

A Like the thing got tangled up it was worth $800-

2 You were one of the heirs were yu not who agreed to pay E J Gth $100 per annum for settling this estate; were yu?

A Yes Sir I was

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Philadelphia, Pa.

7

2 What did yn think it worth then per shore to settle it?

a They way we looked at it that day we did not consider it much trouble and I thought $10.00 per shore of adults and leg of Cows or inferior parts a fair price

2 When did yn find out that the estate was in such a tangle?

a after I qualified and got the papers in my hands

2 & I Bobb would have qualified on the estate the same day yn did if the sureties had kept their promise which yn speak of; in signing this bond. would he not?

a I think in all probability he would if the bill had been backed out

2 When was the first time yn knew that C & I Bobb was not going to qualify?

a on the court-day we both qualified

2 up to that yn had expected him to qualify alone had yn?

A up to a week to then I had. Mr Fry had a conversation with me about it and said he didn't see how he could qualify or how he could stand his security

Q up to that same time did E T bobb expect to qualify alone with said expected securities?

A yes sir

Q Do you think you could settle the estate any better than E T bobb?

A I don't know as I particularly thought of myself. but the others seemed to think I could

Q Have you not stated and is it not a fact that the reason you were selected and the only objection given to E T bobb was that he had no property in his own name and that they wanted a more responsible party?

A I do not think I have stated it. I expect it was the only objection against him

Q Don't you think that you could settled the estate with as little work or

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Philadelphia, Pa.

Mr C. J. Cobb could have done?

A I suppose I could

2 Then don't you think knowing as you did and being a party to an agreement for its settlement that you should have given notice to the heirs and had a general understanding before you qualified knowing as you did that the amount you would have received at the regular Commission would be nearly $50 per share instead of $10- which was the prior agreement to be paid for settling the estate?

A I don't think there was any reason for one to do as or as all the heirs were but that day and asked me to come on the estate and said nothing to me or to what I was to receive

2 The some heirs that were to sign E. J. Cobbs bond signed yours didn't they?

A yes Sir

2 If E J Cobb had quarreled that day with those heirs as Securities what would you have expected to pay him for above?

A If he had agreed to it I would have expected to pay him the same as the others him, namely $10- per share of adueis. But dont think he ever agreed to it

Q Did you have any other idea after the agreement as Mrs Jethro Cobb's house of your brother qualifying on the estate except on the conditions of the agreement of $10 per share of adueis re?

A Yes Sir

Q and the only reason he did not qualify alone, was as you have before stated that the sureties were unwilling to go on his bond and have him qualify alone" is that right?

A I did not know. because I dont even know whether he expected to qualify or not

Q What made you expect him to qualify?

A For the simple reason the heirs promised to bear him up in it
and further this deponent sayeth not

W. M. Cobb.

J. B. Lippincott Company,
Booksellers and Stationers,
Philadelphia, Pa.

~~X~~ 8

The said witness E J Cobb being duly sworn deposes and says as follows
I am one of the heirs of Jethro Cobb decd also one of his administrators & one of the defendants to this suit

2 You have heard what the other witness have said as to the proposition made by the adult heirs of your father to you concerning qualifying on his est which statement substantially correct?

A Yes Sir

2 Did you ever agree to act as admr on the Estate upon the terms stated in their proposition to you?

A I did not

2 Was it a part of their proposition to you to go on your administration bond as your securities?

A It was

2 Did they or any of them afterwards tell you or say that they were unwilling to go on your bond as the only administrator and if so how long would it be before Court-day that you heard of this unwillingness?

Yes sir, and some ten or fifteen days before the court when the qualification took place

2 Did you or did you not consider when they refused to go on your bond, that that was a withdrawal of the proposition which was made to you at the meeting mentioned above qualifying on the estate?

A I did

2 You have said that you never agreed to the proposition which was made to you to sell or advance for a certain sum; would you have even considered such proposition had it been that two of you should qualify and divide that sum between you.

(Objected to by plaintiff's Counsel as leading)

A I would not

If the proposition had been made to you that you and Mr W M Cobb should qualify on the estate and receive for selling as above $10- per share for administration to be divided between you. what would have

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been your answer to such a proposition?

A I should have refused it

Q It has been stated that after the refusal to go on your bond that a request was made by the heirs that W M Cobb should qualify; with you as his assistant; when that proposition was made was anything said as for or you know by any of the heirs as to what you and he were to receive as compensation for acting as administrators and did you or W M Cobb agree with any one to act as admrs for anything less than the regular legal Comms?

A Nothing was said as to what we should receive as compensation. We did not agree to act for anything less than the regular legal Comms

Cross Examination by pltffs atty

Q Nothing was said at all about compensation that day was there?

A No sir

Q Do you think it was worth more to settle the estate jointly as you did or to have done so alone?

A I do not see how it could have been

Q If it had not been that the heirs declined to go on your bond you would have suspected alone would you not?

A If they had gone on my bond I suppose I should. there was nothing to keep me from it that I know of

Q And you would not have expected but $10- per share of would you?

A Of course I do not agree to accept and could not have expected to receive anything

Q You expected the heirs to sign your bond as they promised done so?

A I did. that day. day of meeting at Jeffersons

Q If they had signed as per agreement that day would you have expected more than the $10- per share

A I didn't expect anything for I didn't agree to their proposition

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Philadelphia, Pa.

X9

Q You expected to profit up to the time that some of the heirs refused to go on the bond didn't you?

A I did not expect to profit unless they give me more than $10- per share

Q Was anything ever said to you about giving you more than $10 per share for adults and regular legal cuts for infants parts and was any other proposition ever made to you by the heirs than the one made to you at the house?

A None at all. and nothing said to me about any other proposition

Q You have profited as a mere joint with your brother and the heirs became your joint securities did they not?

A yes

Q Didn't you in winding up this estate in settling with some of the heirs suggest or offer to settle on the original basis of $10- per share for adults &c

A I never have according to

Southampton Circuit Court May Term 1894.

Cobb R.J.

vs. } Decree.

Cobbs Admrs et als

This day this cause came on to be heard upon the bill & exhibits filed, the answers of E.T. Cobb & W.M. Cobb filed separately with general replication thereto & was argued by Counsels, On consideration whereof the Court doth adjudge order and decree that one of the Commissioners of this Court take & report to Court the following accounts to wit:

1st An account of the transactions of E.T. & W.M. Cobb, as Administrators of Jethro Cobb dec'd in which he shall report specially whether there was any agreement between the Administrators of R.J. Cobb that they should receive a stipulated amount for settling the estate of the decedent in lieu of Commissions?

2nd What amount has been paid to R.J. Cobb as one of the distributees of the estate of the decedent & what amount if any is still due to him.

3rd

Any other matter specially stated deemed pertinent by the Master; or required to be stated by any interested party, all of which said Master will report to Court in order for a future decree.

A Copy

Teste: T. H. Howard C.C.

Commissioner's Office
Courtland Va

To the Hon R. R. Prentis Judge of the Circuit Court of Southampton Co Va

Pursuant to a decree of aforesaid court entered at its May Term 1894 in the chancery cause of Bobb vs Bobb's adm'r & others the undersigned Commissioner reports to court, that on Aug 28th 1896 he issued notices against the several parties to said suit - requiring them to appear before him at his office in Courtland Va ~~on~~ on Sept 8th 1896 at which time and place he would proceed to take the accounts required by the said decree & suit;

1st An account of the transactions of E. J. & W. M. Bobb as administrators of Jethro Bobb dec'd. in which he shall report specially whether there was any agreement between the administrators & R. J. Bobb, that they should receive a stipulated amount for settling the estate of the decedent in lieu of Commissions?

2nd What amount has been paid to R. J. Bobb as one of the distributees of the estate of the decedent & what amount if any is still due to him

3rd

any other matter specially stated deemed pertinent by the Cmr. or required to be stated by any interested party.
That at the time appointed to wit, Sept 8th 1896 the said parties and their attorneys appeared at his office and the evidence of J.K. Fox; L. T Joyner; R T Vaughan; N J Cobb, for plaintiff and W M Cobb and E. T bobb for the defendant was duly taken. That there is somewhat of a conflict in their evidence. It seems that sometime after the death of Mr Jethro bobb the adult heirs held a meeting and proposed that Mr E. T. bobb should administer upon the estate they agreeing to become his securities if he would settle the estate at the rate of $10.00 per share for shares of adult heirs (6 of them) and for legal Commissions for shares of infants infants of E T. bobb dec'd one share. three infants of W.V. bobb dec'd, one share, and infants of A.W. bobb dec'd one share) at this time nothing to the contrary had been said about Mr W.M.

bobb qualifying as Co. administra
tor or otherwise on the estate)
Mr J K Fox & Mr R J. bobb, Mr R. T. Vaughn
state Mr E. T. bobb agreed to paid
proposition. Mr L T. Joyner one of
plaintiffs witnesses says "I think
he somewhat hesitated at first &
he never paid he agreed or would
not except the terms, x but afterwards acted as Co-administrator"
while Both Mr E. T. Cobb and Mr W M.
bobb state most emphatically he
did not accept & agree to paid
proposition. Further more the said
parties who x were to be his securities
themselves afterwards refused
to go on his bond. thus them
selves breaking their own
bargain. and at the court
when he & W.M. bobb did
qualify they did then go on
their joint bond. but at that
time nothing whatever
was said about sale of
commissions. to be paid them
and Mr W. M. bobb is most
positive in stating he told
never agreed to be bound in

qualifying by aforesaid proposition and that he has never agreed to do so. From the evidence the estate was a valuable one, and one suit at least was pending against it, which the said administrators settled advantageously to the estate, and they performed their duties fairly and well. There was no writing or contract offered before your said Court in support of aforesaid disputed contract, and it would seem to your Commissioner that section No 7. ch 135. page 680 of Code of Va of 1887 would have much bearing on the case. In view of all the circumstances your Commissioner thinks that the administrators should receive the regular legal Commissions, which they have done. Your Commissioner further reports that the said administrators have paid out all the funds in their hands to the parties entitled thereto, except the

the sum of $15.12 due to Mrs J. K. Fox and a like sum due to R. J. Cobb with interest on said sums from Sept 1st 1890. And ~~$15.12~~ these amounts said administratrix pay in their own answers filed in this cause they have been ready to pay and have offered to pay to R. J. Cobb at any time but that he has refused to accept same. That the said administratrix have long ago had their account showing the above made out & same has been duly confirmed and recorded. all of which is

Respectfully submitted by
Wm Shands
Comr in chancery

Comrs fee	$10.00
Witness fees	
J. K. Fox	.50
L. J. Joyner	.50
R. F. Vaughan	.50
Stff fees (2 wits)	.40

Plaintiffs by their counsel except to so much of the Commissioners report as deals with the 1st. inquiry in the decree of reference which is a part of the said report for the reason that the conclusions as reached by the Commissioner are contrary to the law of the case and the evidence filed herewith as a part of the report.

J. L. McLemore P.Q.

Cobb
vs.
Cobb's Adm'r &c. et als

Report of Com. Wms. Lands
to
evidence filed therewith

1897. 11th March Term
L. A. Bot. C.C.

SHANDS & SON,
ATTORNEYS-AT-LAW.
COURTLAND, VA.

Everett-Waddey Co., Printers and Binders, Richmond, Va.

Cabell

vs. Pierce

Cabell Admr

Jobe de Sept 5/94

1894. May Term

Jobe retired.

cost

Entered 663

Cobb R. J.
vs.
Cobb's Adm's et al.

Decree

This day this cause came on to be heard upon the bill exhibits filed; the answer of E. J. Cobb & W. M. Cobb. filed separately with a general replication thereto was argued by Counsel On Consideration whereof the Court doth adjudge order & decree that one of the Commissioners of this Court take report to Court the following account. to wit:- An account of the transactions of E. J. & W. M. Cobb as administrators of Jethro Cobb dec'd. in which he shall report specially whether there was any agreement between the administrators & R. J. Cobb that they should receive a stipulated amount for settling the estate of the decedent in lieu of Commissions?

2nd. What amount has been paid to R. J. Cobb as one of the distributees of the estate of the decedent & what amount if any is still due to him -

3rd Any other matter specially stated deemed pertinent by the Com'r. or required to be stated by any interested party. all of which said Com'r. will report to Court in order for a future decree -

Cobb.
No. 3 2nd Decree
Cobb's Admrs

To be entered.
March 23, 1897
Robert D. Lewis

Entd Page 129
cap

Cobb,
vs. } 2nd Decree.
Cobbs Admrs, et als.

This day this cause came on again to be heard upon the papers formerly read, and upon the report of Comr. Wm Shands, filed [redacted] 1897, and upon the exceptions to said report by plaintiff, and was argued by counsel.

Upon consideration whereof the Court doth confirm said report and doth further adjudge, order and decree that W. M. Cobb and E. J. Cobb, Admrs of Julius Cobb, deceased, pay to J. L. McLemore, attorney for R. J. Cobb, the balance in their hands due to said R. J. Cobb as shown by Comrs [redacted] report, to-wit, $15.12, with interest thereon from Sept. 1st 1890, and take receipt therefor from said atty. for said amount as the balance due by said Admrs to R. J. Cobb. The Court doth further adjudge order & decree that the plaintiff in this cause pay one half the costs of this suit, and that the defendants pay one half the costs of this suit, and that the taxed attorney fee of $15.00 be equally divided between J. L. McLemore atty for the plaintiff and J. C. Porter atty. for defendants. And it appearing that there is nothing further to be done in this cause it is ordered that the same be removed from the docket.

Cobb R.J.

v. Z Sum[r]

Cobb et als

1896. Sept. 8th.

Executed Aff. & d
18 [illegible] by delivering
a Copy of this Spa
to L.J. Joyner and
R.J. Vaughan

J.W. Williams
Sh[ff]

2, Writs

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON ~~[illegible]~~ R. D. Vaughan & L. D. Joyner

undersigned a Comr.

to appear before the ~~Judge~~ of our Circuit Court of Southampton County, at ~~the Courthouse thereof~~ his Office Courtland on the 8th day of September, 1896, to testify and the truth to speak on behalf of R. J. Cobb

in a certain matter of controversy in our said Court depending and undetermined between R. J. Cobb, plaintiff, and E. D. Cobb et als., defendants,

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

Witness, ~~L. A. GAY~~, ~~Clerk~~ Wm Shands Comr. of our said Circuit Court, at the Courthouse, this 15th day of September, 1896, in the 121 year of the Commonwealth.

TESTE: Wm Shands, C.C.

Comr in Chancery