

1909-018 Chancery Causes: J. L. Velines + W. D. Swattney vs Frank Oberly, R. See  
Isle of Wight County Sadler + d

other surnames: Pulley,  
Crocker, Roberts, Beaton,  
Pully, Velines

Copy

"Exhibit B"

\$~~50~~9 <sup>00</sup>/<sub>11</sub>

Smithfield, Va., Feb 9<sup>th</sup> 1909

Sixty (60) days after date, I promise to pay to the

Order of L. F. Vellins & W. D. Swalmey, negotiable and payable, without offset, at

Bank of Smithfield, Smithfield, Va.  
**The Merchants and Farmers Bank**  
of Smithfield, Virginia,

Five hundred & nine Dollars,

for value received, with costs of collection or any attorney's fees, if incurred, in case payment shall not be made at maturity; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

No. E 9497

Due Apr 10

Frank Cherry  
W. E. Cherry  
Baller, Va

s.c.

L. L. Vellines  
H. R. Pulley, Sr.  
W. D. Galtrey.



## "Exhibit B"

This Deed, Made this 18<sup>th</sup> day of January in the year 1906, between Frank Olney and Mollie E. Olney (his wife) of the County of Allegheny of right vs parties of the first part, and Arthur B. Stott trustee of the same place of the party of the second part,

Witnesseth: That said parties of the first part, doth grant, with general warranty, unto the said party of the second part, the following property, to-wit:

All that certain tract or parcel of land lying and being in the County of Allegheny State of Virginia containing Twenty Five (25) acres more or less being on the main road from Woodwater Bridge to Smithfield and; adjoining the lands of Ma Beck; John S Crockett; & George R. Tully; it being the same tract purchased by the said Frank Olney from N. K. James; and duly recorded in the clerk's office of said County; known as a part of the old Summerville tract; for which a more particular description of said land may be had; also; two horses; one mule; Twenty five head of hogs; two carts & wheels; one farm wagon; Thirty five barrels corn; Three thousand pounds of black fodder; and; one buggy and harness;

In Trust, to secure to the holder of the hereinafter described notes the payment of the sum of (Eight Hundred Dollars) as follows; to-wit: One bond of even date for Two Hundred & Sixty Six, <sup>68</sup>/<sub>100</sub> Dollars; with interest from date; payable on the first day of December; 1906; to S. B. Vellins; One bond of even date; for Two Hundred & Sixty Six, <sup>68</sup>/<sub>100</sub> Dollars with interest from date; payable on the first day of December 1906; to W. H. Gwaltney; One bond of even date for Two Hundred & Sixty Six, <sup>68</sup>/<sub>100</sub> Dollars; with interest from date; payable on the first of December 1906; to L. E. Sadler;

In the event that default shall be made in the payment of any one of the notes hereinbefore mentioned, or any instalment of taxes or levies on said real estate, or in any insurance premium on the improvements thereon, when, and as the same, or any of them, shall become due and payable, (and such taxes and levies are to be



construed as due and payable on the day preceding that on which any penalty is by law added thereto), then the Trustee or either of them, on being required so to do by the holder of either of said notes, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made at public auction; at sale of weight  
Court House or at such other place as may be determined by the Trustee after first advertising the time, place and terms of sale for Thirty (30) days 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 five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said notes, and if at the time of such sale any of the said notes shall not have become due and payable, and the purchase money be sufficient, such part or parts of the said purchase money as will be sufficient to pay off and discharge such remaining notes, shall be made payable at such time or times as the said remaining notes will become due; the payment of which part or parts shall be properly secured; and in case the net proceeds of sale shall be insufficient to pay off all of the said notes in full, then the same shall be applied towards the payment of the said notes in the order of their maturity, it being intended hereby to create a priority in favor of each of said notes over any other notes which may become due and payable subsequent thereto; 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 ~~this~~ executors, administrators or assigns, shall prescribe and direct, or in case of ~~their~~ failure to give such direction, at such time and in such manner as the said Trustee or either of them shall think fit.

The said parties of the first part covenant ~~to~~ to pay all taxes, levies, dues and charges upon the said property hereby conveyed, so long as the debt hereby secured remains unpaid, and to keep the improvements upon said property constantly insured in some good and responsible insurance company in a sum of not less than \$ 75.00 for the benefit of the holder of the said notes hereby secured in the order of their priorities, as above stated, and to deliver the said policy or policies to the said trustee and agrees upon ~~this~~ failure so to do, that the holder of said notes may, if he or they see fit, effect insurance upon said improvements, or any of them, in such sum, not exceeding said \$ 75.00 as he or they may deem adequate for the security of the debt hereby secured; but it shall not be incumbent upon the holder of said notes to effect or renew any insurance upon said improvements or to pay any taxes on said property, but that all premiums and taxes paid therefor, if any, with interest from the time of payment, shall constitute a lien under and by virtue of this deed on the property hereby conveyed, and in event of sale shall be treated as a part of the debt secured by this deed, and as a part of the cost of executing this trust and if there be no sale under this deed, then all such premiums, taxes and levies are to be recoverable by all the remedies at law, or in equity, by which the debt aforesaid may be recoverable, and the parties of the first part hereby waives the benefit of ~~this~~ homestead exemption as to the debt secured by this deed and any expenditure for taxes, levies or insurance premiums by the holder of said notes in pursuance of this deed.

If no default shall be made in the payment of either of the above-mentioned notes, then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper costs and charges.

WITNESS the following signature and seal :

Frank Obery

SEAL

Kollie C. Obery

SEAL

SEAL

SEAL



State of Virginia,

County of Isle of Wight to-wit:

I, J. Walter Stott a Justice of the Peace:

for the County aforesaid, in the State of Virginia, do certify that Frank Olury & Marie E. Olury (his wife) whose names are signed to the foregoing writing, bearing date on the 18th day of January 1906, have acknowledged the same before me in my County aforesaid.

Given under my hand this 19th day of January 1906.

J. Walter Stott

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

Virginia: Clerks Office of the Circuit Court of Isle of Wight County January 27th. 1906 at one o'clock P.M. this deed was received and with the certificate annexed, admitted to record.

teste Johnson Clerk.

to-wit:

In the Office of the Clerk of the Court for the of the day of 19, this deed was presented and, with the certificate annexed, admitted to record at o'clock M.

Teste:

Clerk.

Magistrate's Office

Mar. 10<sup>th</sup>

Frank Chury  
+  
Mollie E. Chury

to

**Deed  
of Trust**

Arthur B. Stott

Trustee for G. L. Williams, W. H. G. G. G. G.  
W. H. G. G. G.

Jan'y 27 1906

Presented in office and, with Certificate ad-  
mitted to record at one o'clock P. M.

A. Johnson Clerk.

Court of

Recorded, Deed Book 72

Page 337 and 338

Tax, - - - - - \$ 1.00

Fee, - - - - - 1.50

2.50



"Exhibit A"

KNOW ALL MEN BY THESE PRESENTS: that we Frank Olney, principal, and Geo R. Pelly, L. L. Velmer, R. L. Satter, C. H. Crocker, Ed W. D. Swalling Sureties, are hereby held and firmly bound unto Benj. L. Roberts, County Treasurer of the county of Isle of Wight, in the state of Virginia, in the sum of Five hundred <sup>1309</sup> dollars, to be paid to the said Benj. L. Roberts, County Treasurer as aforesaid, in lawful money of the United States of America. For the payment well and truly to be made, we bind ourselves, our heirs, administrators and assigns jointly and severally by these presents. We, and each of us, hereby waive the benefit to our exemptions as to this debt and obligation.

Witness our signatures and seals this 18th day of April 1902, A.D

The conditions of this obligation are such that whereas the above bound Frank Olney, has been duly appointed Deputy Treasurer of Isle of Wight County, under the said Benj. L. Roberts, County Treasurer as aforesaid, in accordance with the statute in such case made and provided; And whereas the said Benj. L. Roberts, County Treasurer as aforesaid, has placed in the hands of the said Frank Olney, Deputy Treasurer as aforesaid, certain tax accounts, levies and fee-bills, and will so place other tax accounts, fee-bills and levies from time to time during the current fiscal year for collection promptly and according to law. Now, if the said Frank Olney, Deputy Treasurer as aforesaid shall promptly collect and pay over to the said principal according to law all said taxes, levies and fees entrusted to him as aforesaid, and shall in all respects faithfully discharge all his duties as Deputy Treasurer as aforesaid, according to Sec. 854 of the Code of Virginia ( Edition of 1887) and in accordance with any and all other laws applicable to this bond and obligation, this bond and obligation shall be null and void, otherwise to remain, in full force and virtue.

Witness

Frank Olney  
Witness Geo Swalling  
" J. H. Olney  
" " "

Frank Olney Seal  
Geo. R. Pelly Seal  
L. L. Velmer Seal  
R. L. Satter Seal  
C. H. Crocker Seal  
W. D. Swalling Seal



1901

Frank Berg  
Principal

In the Circuit Court of the County of Loudoun, Virginia  
L. S. Williams and W. D. Goulet - Complainants  
vs  
R. L. Sadler, Geo. R. Pullen and C. W. Crocker - Defendants

This cause came on this day to be  
heard on the complainants bill taken for  
conferred as to the defendants George R. Pullen  
and C. W. Crocker; the answer of R. L. Sadler with  
general replication thereto; the depositions of  
witnesses and exhibits filed therewith  
and was argued by counsel -

On consideration of which the Court being  
of the opinion that complainants have  
failed to sustain the allegations of their  
bill as to the defendant R. L. Sadler  
doth dismiss the same, as to the defendant  
and doth adjudge, order and decree that  
the complainants do pay the costs of this  
suit -



7

Receives Quality  
B. Final Drawn  
R. L. Sadler & others -

C. O. B.No. 6, page 501.

1909  
Apr. 5  
Enterprise  
L. L. W.

L. L. VELLINES and W. D. GWALTNEY.

vs. IN CHANCERY.

FRANK OBERRY, R. L. SADLER, GEO. R. PULLEY and C. H. CROCKER.

The Depositions of R. L. Sadler and C. R. Beaton taken by consent to be read in evidence in a chancery suit in which L. L. Vellines and W. D. Gwaltney are Plaintiffs and Frank Oberry, R. L. Sadler, George R. Pulley and C. H. Crocker are Defendants.

Pending in the Circuit Court of Isle of Wight County, State of Virginia.

PRESENT:

WITHERS and SELBY,

Counsel for Plaintiffs.

PARKE P. DEANS and J. U. BURGES,

Counsel for R. L. Sadler.

R. L. SADLER, being duly sworn deposes as follows:

By J. U. Burges---

- 1 Q. Mr. Sadler, state your name, age and occupation, and if you are a party to this suit?
- A. R. L. Sadler, 46, farmer, I am one of the defendants to this suit.
- 2 Q. Mr. Sadler, this suit has been instituted to recover from you certain moneys which it is alleged is due from you to W. D. Gwaltney and L. L. Vellines as Co-surety on the bond of Frank Oberry as deputy treasurer of B. L. Roberts, I hand you herewith bond given B. L. Roberts as treasurer. Did you sign this bond?
- A. No Sir.
- 3 Q. Mr. Sadler do you recall having any conversation with Frank Oberry concerning this bond?
- A. No Sir.



4. Q. Tell all you know about this bond.
- A. One Sunday, several years ago Mr. Oberry came to my house and I was not at home, he never told his business, I did not see him. Next morning early Joe Henry Oberry came with the bond and told me that his father told him to ask me to sign it, I told him I would not sign it. He insisted upon me signing it and said there would be no trouble but I refused to sign it and he soon left.
- 5 Q. Did you ever talk to Mr. Frank Oberry about this bond?
- A. No Sir, not until I had a letter from Mr. Vellines, saying that we would have some money to pay for Mr. Oberry.
- 6 Q. Mr. Oberry says that you authorized him to sign your name, he says that he over took you one day in the road at Jimmy Jordan's Cross Roads and asked you if you would mind going on a bond for him, he says you told him you would and said "You can put my name on the bond" I took the bond out of my pocket and wrote it there. Is that statement correct?
- A. No Sir. Of course I have seen him at various times but I have never said any thing to him about a bond. I cannot remember ever seeing him at Jimmy Jordan's Cross Roads.
- 7 Q. Do you write your name? Do you ever sign notes?
- A. Yes Sir I write my name. When I buy anything and do not have the money to pay for it I give notes, but I have never signed a bond as surety for any one.
- 8 Q. Have you ever in your life told any body to sign your name for you?
- A. No Sir, I always write it myself.

- 9 Q. I notice that J. H. Oberry name is signed as a witness to signatures on this bond, is that the Joe Henry Oberry who came to your house?
- A. Yes Sir.
- 10 Q. Who is G. F. Oberry?
- A. That is Joe Henry Oberry's brother.
- 11 Q. How were you notified that there was a claim against you?
- A. Mr. L. L. Vellines wrote me that we would have some money to pay for Oberry.
- 12 Q. What did you do when you got this letter?
- A. I went to see Mr. Vellines and he told me about this bond, and that my name was on it. I told him that I had signed no bond, and that I had authorized no body to sign a bond for me. He told me to keep quiet that he had gone ahead and taken a deed or trust on every thing he had, which was double enough to pay it, and to keep quiet that there was no need to make any trouble over it.
- 13 Q. Did you have any conversation with W. D. Gwaltney?
- A. No Sir.
- 14 Q. Did Vellines ever come to you afterwards to endorse a note?
- A. Yes, he first named it to me that day and afterwards came to my house and spent the afternoon and urged me to endorse a note, saying that it would never cost me a cent as there was enough property to pay the debt. I refused to sign the note and he left it with me, I afterwards sent it to him, but without my signature.
- 15 Q. Do you know about the deed or trust and bond which Oberry gave?
- A. Nothing, except what Mr. Vellines told me.



- 16 Q. Was this bond ever delivered to you?  
A. No Sir.
- 17 Q. Did you consent or agree to the taking or the deed of trust?  
A. He had already taken it before me mentioned it to me.

CROSS EXAMINATION.

By Mr. Selby ---

- 1 Q. Mr. Sadler did I understand you to say that you did not sign nor authorize any one to sign for you this bond given by Frank Oberry to B. L. Roberts, Treasurer?  
A. No Sir, I did not.
- 2 Q. Whenever you sign a bond or note you sign it yourself?  
A. Yes Sir.
- 3 Q. Don't you remember having a conversation with Mr. Oberry at Jimmy Jordan's Cross Roads?  
A. No Sir.
- 4 Q. Then I understand you to say that you have never had a conversation with Frank Oberry relative to this bond?  
A. No Sir.
- 5 Q. Did you know that you were a beneficiary in this deed or trust?  
A. Not until Mr. Vellines told me.
- 6 Q. Had this deed of trust been executed at this time?  
A. I never knew anything about it until Mr. Vellines told me, and he told me that he had it rixed all right, and had every thing that Frank Oberry and his wife owned, that they both had signed it.
- 7 Q. Did Mr. Vellines state to you at that time that any other parties had a deed of trust on this property?  
A. Mr. Wilson had a prior deed or trust on the land.

8 Q. Do you know of any other deed or trust on this property other than that of Wilson's?

A. No, and I only know of Wilson's from what Veilines told me.

SIGNATURE WAIVED BY CONSENT.

George R. Beaton, being duly sworn deposes as follows:

By J. U. Burges ---

1 Q. State your name, age, residence and occupation, and if you know the parties to this suit?

A. George R. Beaton, 37, Isle of Wight County, near Windsor, farmer, I know Mr. Oberry when I see him and I met Mr. Sadler to-day for the first time.

2 Q. Were you sued with other on a bond which Frank Oberry gave as deputy treasurer for B. L. Roberts?

A. Yes.

By Mr. Selby ---

Relative to other bonds or suits on bonds is objected to as irrelevant and immaterial, it is agreed by counsel that this evidence shall be read as if this objection was made to by similar question. Mr. Selby asked that said bond be produced.

By Mr. Deans ---

The bond is in the papers in the Clerk's Office of the cause of B. L. Robert vs. George R. Beaton, J. H. Thorne and others. I have no objection to this paper being read as a part of this testimony.

By Mr. Selby ---

These papers may be produced provided they are relevant to this case.



3 Q. Were you called upon to pay any money in this suit?

A. No Sir:

4 Q. Do you know why?

A. Because they never pushed it through court, his friends came up and paid it off for him.

5 Q. What derense did you make to the suit?

A. That I did not sign the bond?

CROSS EXAMINATION.

By Mr. Selby ---

1 Q. I understand you to say that you did not sign the bond of Frank Oberry to B. L. Roberts, Treasurer, for the year 1902.

A. No Sir, I did not.

2 Q. Then you never signed nor directed any one to sign it for you.

A. No Sir.

3 Q. Have you ever signed any bond for Frank Oberry?

A. No Sir, I have not.

SIGNATURE WAIVED BY CONSENT.

Witness see, George R. Beaton, .50.

<sup>5</sup>  
L. L. Kellum et al

vs Chaucery

vs L. Sadler et al

---

Depositions

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Filed Apr 5/1909



L. L. Vellines and W. D. Gwaltney

vs.) In CHancery

Frank Oberry, R. L. Sadler, Geo. R. Pulley and C. H. Crocker.

The Depositions of L. L. Vellines and W. D. Gwaltney taken by consent to be read in evidence in a chancery suit in which L. L. Vellines and W. D. Gwaltney are Plaintiffs and Frank Oberry, R. L. Sadler, Geo. R. Pulley and C. H. Crocker are Defendants.

Pending in the Circuit Court of Ise of Wight county, state of Virginia.

PRESENT: WITHERS & SELBY,

Counsel for Plaintiffs.

J. U. BURGESS and PARK DEANS,

Counsel for R. L. Sadler.

Frank Oberry present in person.

W. D. GWALTNEY, being duly sworn deposes and saith in answer to interrogatories as follows:

(BY T. C. SELBY)

1 Q. Mr. Gwaltney, state your name, address and occupation, and whether you are a party to this suit?

A. W. D. Gwaltney, Green Level, Va. I am a merchant. I am a party to this suit.

2 Q. Mr. Gwaltney, Did you April, 1902 enter into a bond as security in the penalty of \$1,500.00 for Frank Oberry?

A. I did.

3 Q. I now hand you a bond herewith filed, marked exhibit "A": is that the bond which you signed?

A. Yes.

4 Q. Did Frank Oberry become indebted to B. L. Roberts for the nonperformance of the conditions of this bond?

A. Yes.

5 Q. State the amount?

A. It was something over \$1,000.00. I don't remember the exact amount.

6 Q. Did Frank Oberry and Mollie Oberry execute a deed of trust to Mr. Arthur B. Stott, as trustee to secure this indebtedness?

A. Yes.

7 Q. I now hand you this deed of trust marked exhibit "B" to be made a part of this evidence. Will you state whether this is the deed of trust?

A. Yes.

8 Q. You did by virtue of this deed of trust own the property mentioned in this deed sold to satisfy the indebtedness of Frank Oberry to B. L. Roberts?

A. Yes; the land was sold.

9 Q. Was the proceeds of said sale applied to the said indebtedness?

A. Yes, paid on indebtedness.

10 Q. State the amount that was deficient after paying the proceeds from the sale of said property?

BY MR. BURGESS: Question objected to, on the grounds, it calls for an answer which will be here said testimony. The report of the trustee of the Commissioner of accounts being the best evidence of the proceeds from the sale of the property mentioned in said deed of trust.

A. \$509.00, which was the amount of the note.

11 Q. I now hand you a copy of a note from The Bank of Smithfield marked exhibit "E" to be made a part of the evidence of these depositions for the amount of deficiency for which you and Mr. Vellines are responsible?

A. It has not been paid.

CROSS EXAM. BY J. U. BURGESS.

1 Q. When did Mr. Roberts report to you that Mr. Oberry was behind of the payments to him of the collection of tax accounts?

A. I don't remember the date.

2 Q. Was it prior to the time this deed of trust was given?

A. Before.



3 Q. How did you make settlement with Mr. Roberts; that is did Oberry give you a note for the amount of the indebtedness which you took and discounted and paid of Proceeds to Mr. Roberts?

A. Mr. Oberry discounted his notes endorsed by us, so that we could get the money to make settlement with Mr. Roberts. We than required him to give us the deed of trust you have in your hands. The note was carried in the bank for a year or more. When the real estate was sold covered by ~~the~~ deed of trust, it applied the proceeds to the note and reduced it to something like \$500.00. You have in your hands a copy of the note which is still in bank.

4 Q. How many tax accounts did Mr. Oberry have on hand when you made settlement with Mr. Roberts?

A. Could not tell you.

5 Q. What became of those tax accounts?

A. We left them in Mr. Oberry's hands.

6 Q. Have you any idea what they amounted to?

A. I do not know: I did know at that time.

7 Q. You don't know of your own knowledge whether Mr. Sadler signed bond or not?

A. I do not know.

8 Q. Did you call on Mr. Sadler to help pay any part of the bond?

A. Yes. He would not do so. I asked him several times. Said he never endorsed it and would not sign it.

9 Q. Then as I understand you, when you called on Mr. Sadler to pay his part of this bond, or endorse the note with you with which to get the money, he told you that he had never signed Oberry's bond and refused to endorse with you?

A. Said Mr. Oberry put it on himself and he would not help us out at all.

10 Q. I notice that this deed of trust was given to secure a bond which was made payable to Sadler. Did you ever deliver this bond to Sadler?

A. I think he was notified about it. I don't know whether it was delivered to him or not, but he was told of it, and he refused to endorse the first note before the deed of trust was

given, and therefore we did not give him the bond.

11 Q. State if you know who has this bond now?

A. I think Mr. Selby has it.

BY MR. SELBY. I have only the deed of trust which you now have in your hands.

12 Q. I believe you said you did not remember when you made settlement with Mr. Roberts?

A. No sir? I don't remember the date.

13 Q. Did you take the deed of trust before you made settlement with Mr. Roberts, or afterwards?

A. Afterwards.

14 Q. Why was not the other property covered by the deed of trust, sold by trustee?

A. We did not sell the personal property, because Mr. Oberry asked us to give him a show, and said he would pay out the note, and we left the property with him, hoping that he would pay the note, but he has not done so.

15 Q. When was the last time you called on Mr. Oberry for a settlement of the note?

A. On February 9, 1909. Of course, we called on him every Fall when he got through his crop.

16 Q. Who pays the interest on this note?

A. I pay some times, and Mr. Vellines sometimes.

17 Q. As the matter now stands, Mr. Oberry owes the bank \$509.00 and you and Mr. Vellines are liable to the bank for this, sworn as endorsers on his note;;Are you not?

A. Yes.

SIGNATURE WAIVED BY CONSENT OF PARTIES.

L. L. Vellines, being duly sworn deposes and saith in answer to interrogatories as follows:

(T. C. SELBY)

1 Q. Mr. Vellines are you a party to thisssuit?

A. Yes.

2 Q. Did you subscribe your name as security for Frank Oberry, Deputy Treasurer under B. L. Roberts, County Treasurer



which I hand you marked exhibit "A".

A. That is correct.

3 Q. State the amount of Mr. Oberrys deficiency under this bond?

A. Something over \$1,000.00.

BY MR. VELLINES: I have heard Mr. Gwaltneys testimony and as far as I know it is correct. I wish to add this: That I presented the note either in person or by mail to Mr. Sadler and he refused to endorse the said note. I then went to Mr. Sadler and asked him why did he refuse to endorse said note. He said he did not sign the bond and he did not authorize Mr. Oberry to sign his name, as he could write his name himself, and therefore I refuse to sign note to get the money.

4 Q. Did you ask Mr. Sadler to contribute to the <sup>payment of this</sup> indebtedness?

A. Yes.

5. Q. Has he ever paid anything; does he refuse to contribute his share?

A. Certainly he does.

NO CROSS EXAM.

SIGNATURE WAIVED BY CONSENT OF PARTIES.

MR. FRANK OBERRY; being duly sworn deposes and saith in answer to interrogatories as follows:

(BY T. C. SELBY)

1 Q. Mr. Oberry are you a party to this suit?

A. Yes.

2 Q. When you entered upon the duty as County Treasurer, did you give a bond to B. L. Roberts?

A. Yes.

3 Q. I now hand you a bond marked exhibit "A" and filed with this bill; is this the bond which you gave?

A. Yes.

4 Q. Can you state the amount that you were deficient at the time of settlement?

A. I cannot correctly. It was a little over \$1,000.00. It was not \$1,100.00.

5 Q. Did Mr/ R. L. Sadler whose name appears on this bond, subscribe

his signature thereto.

A. No sir.

6 Q. Why does his name appear on this bond as security?

A. He told me to put it there.

7 Q. State time and place he told you to sign this for him?

A. I could not tell you the time. I know the place very well.  
Cross roads at Jimmy Jordans.

8 Q. Was anyone else there?

A. No one.

9 Q. State your conversation as near as possible regarding this transaction?

A. I overtook Mr. Sadler in the road and I says to him; I have a bond here to collect taxes, trying to get up signatures to it as securities, and I asked him if he would mind going on bond for me. He said he would and told me "you can just put my name on the bond", and I took my bond out of my pocket and wrote it there.

10 Q. I understand you to say you had the bond with you, and you placed his signature on this bond in his presence; that he told you to do it?

A. Yes.

11 Q. Do you know whether Mr. Sadler can write?

A. I do not, I never saw him write any.

12-Q.

CROSS EXAM. BY J. U. BURGESS.

1 Q. I believe you said it was at Jimmy Jordan's cross roads that that you met Mr. Sadler?

A. Yes, I overtook him.

2 Q. Did he tell you he could not write.

A. No sir.

3 Q. Did he read the bond?

A. No sir, I read it to him.

4 Q. I notice you have several witness' signatures to this bond.

Who witnessed signature of R/ L. Sadler?

A. No one.

5 Q. Did he touch the pen or pencil?

A. No sir.



6 Q. I believe that you know he denies having signed the bond, do you not?

A. Yes.

7 Q. Have you not had trouble with other bonds that you have given?

A. Some parties on other bonds claim they did not put their signatures there.

8 Q. Did not Mr. J. H. Thorn deny that he authorized you to sign his name to the tax bond of 1902?

A. He never denied it to me. He denied it to Mr. Roberts.

It is agreed by the counsel that in the hearing of this case, that all questions and answers in regard to other bonds and other signatures will be objected to just as if the same were noted after every question and answer in these depositions.

9 Q. What did Mr. G. R. Baker say about his signature to the tax bond of 1902?

A. Never said anything to me. Mr. Roberts told me all I know about it. Said he did not sign it.

10 Q. How was this tax bond of 1902 settled?

A. Some friends came in and paid it off for me.

11 Q. Were any of these friends any of the party whose names appear on this bond and who denied their signature?

A. No sir.

12 Q. What became of the money which you collected as tax collector, and which you were unable to pay over to Mr. Roberts?

A. I could not tell you. I never spent any of it. I never had anything to show for it.

13 Q. Did you collect it?

A. I don't know. <sup>When</sup> The tax books were turned over to me that charged me with so much. I did not go through the books to see whether the amount was there or not.

14 Q. How much did they charge you up with?

A. I don't recollect now.

15 Q. How much did you pay over to him?

A. I cannot tell you without my books, in which every payment is set down; they are at home.

16 Q. When Mr. Vellines and Mr. Gwaltney endorsed your note so

that they could get the money to settle with Mr. Roberts, what became of the uncollected tax accounts which you had in your hands?

- A. I turned them over to Mr. Vellines.
- 17 Q. What did they amount to?
- A. I don't exactly know the amount. I have his receipt, but not with me.
- 18 Q. About how much was it?
- A. Somewhere about \$100.00 or \$120000.
- 19 Q. The balance of the money of tax accounts you were not able to account for?
- A. Yes.
- 20 Q. Did you lose this money?
- A. I don't know sir whether I lost it or not. I may have made a mistake in calculation sometimes, probably done hurriedly on Court days.
- 21 Q. Is it hardly probable that you should have made a mistake of over \$1,000.00 in collecting less than \$1,500.00 for tax accounts?
- A. I collected a great deal more than \$1,500.00. I collected \$7,000.00 or \$8,000.00 amount of taxes. \$1,500.00 was the amount of bond, I gave to collect.
- 22 Q. Do, I understand you to say that while Mr. Roberts intrusted you with the collection of \$7,000.00 or \$8,000.00 worth of tax accounts that he only required a \$1,500.00 bond?
- A. That is all he required.
- 23 Q. Did you turn back any of the tax accounts to Mr. Roberts?
- A. Yes.
- 24 Q. How many tax accounts did you turn over to him?
- A. Don't remember the amount turned over of insolvent accounts. The amount is something like \$400.00 or \$500.00.
- 25 Q. Did he give you credit for these insolvents?
- A. Yes.
- 26 Q. Why did you not turn over to him the tax accounts which you turned over to Mr. Vellines.
- A. Well, Mr. Vellines was responsible as one of the party, and



he told me I had better turn the account over to him, and he would try to have them collected and give me the credit for it.

27 Q. What has become of that personal property that is mentioned and described in that deed of trust?

A. I got part of it. There was two horses and one mule that are dead.

28 Q. Do you know exactly when settlement was made with Mr. Roberts?

A. No sir, sometime in year 1906.

29 Q. That is when you made settlement with Mr. Vellines and Mr. Gwaltney?

A. Yes; I don't know when they paid Mr. Roberts.

30 Q. As I understand you, you are unable to explain what became of the \$1,000.00 that you did not account for?

A. Yes sir.

31 Q. You are still indebted to the Bank of Smithfield for the sum of \$509.00 are you?

A. Yes.

32 Q. And this sum represents the amount which was paid to Mr. Roberts after the proceeds from the sale of the real estate was paid over to him?

A. Yes.

33 Q. Have you talked to Mr. Sadler about this bond since you heard that he denied having signed it?

A. Yes.

34 Q. What did you say to him?

A. I went to see him 1906. When Mr. Vellines went to see him about endorsing note. Mr. Vellines told me he refused to endorse note and stated that he did not go on my bond and would not endorse note.

MR. VELLINES RECALLED.

1 Q. What became of the tax accounts that Mr. Oberry gave you for collection?

A. I turn them over to Mr. Hart and he turned them back to me, and I now have them in my possession not being able

to collect them.



L. L. Williams  
vs Chumsey  
R. L. Sadler et al

Depositions

In the CLERK'S OFFICE of the  
CIRCUIT COURT,  
OF THE  
COUNTY OF ISLE OF WIGHT

this 30 day of March 1909

filed  
Jest. Johnson  
Clerk

\$450

To Frank Oberry:

Take notice that on the 23rd day of March, 1909, at the office of Withers and Selby, Smithfield, in the County of Isle of Wight, Virginia, between the hours of eleven and three, of that day, we shall proceed to take depositions of L. L. Vellines, W. D. Gwlatney and others, to be read as evidence in our behalf, in a certain suit in equity, depending in the Circuit Court of the County of Isle of Wight, Virginia, wherein we are plaintiffs and you are defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded, on that day, the taking whereof will be adjourned from day to day ( or from time to time ), at the same place and between the same hours, until the same shall be completed.

Given under my hand this 19th day of March, 1909.

L. L. Vellines  
W. D. Gwlatney  
By Counsel

Copy



Frank Cherry

The Commonwealth of Virginia,

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

WE <sup>again</sup> COMMAND YOU that you summon Frank A berry

to appear at the Clerk's office of the Circuit Court of the County of Isle of Wight  
at the rules to be held for the said Court, on the 1<sup>st</sup> Monday in March 1909,  
to answer a bill in chancery, exhibited against him in our said court for  
by L. L. Vellines and W. D. Swattney.

And have then there this writ. Witness A. S. Johnson NATHANIEL F. YOUNG, Clerk of our said court, at  
the court-house, the 16<sup>th</sup> day of February 1909, and in the 12,133<sup>rd</sup>  
year of the Commonwealth.

A. S. Johnson



L. L. Bellines & W. D. Gwaltney

vs. } SUBPOENA  
IN  
CHANCERY.

Frank Aberny

Withers & Selby p. q

To 1<sup>st</sup> March Rules,  
Circuit Court.

B 33119

Feb 16/1909  
Returned not  
executed. Test  
Thurman

Frank Oberly not being found at his usual place of abode I executed  
the within process by delivering a true copy thereof to his wife,  
at his residence in the County of Isle of Wight,  
February 18th. 1909.  
W. A. Edwards Sheriff.

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon Frank Oberry

to appear at the Clerk's office of the Circuit Court of the County of Isle of Wight  
at the rules to be held for the said Court, on the 4th Monday in January 1909,  
to answer a bill in chancery, exhibited against him in our said court ~~for~~  
by L. L. Vellines and W. D. Gwaltney

And have then there this writ. Witness ~~NATHANIEL P. YOUNG~~ A. S. Johnson, Clerk of our said court, at  
the court-house, the 20th day of January, 1909, and in the ~~12~~13rd.  
year of the Commonwealth.

Teste, A. S. Johnson C.C.



2

*L. L. Williams et al*

vs. }  
SUBPOENA  
IN  
CHANCERY.

*W. L. Gardner et al*

*Arthur Selley* p. 4

To *3rd* Rules,  
*bench* Court.

*1909*

B 33119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon *R. L. Sadler, Geo. A. Pulley*  
*and C. A. Crocker*

to appear at the Clerk's office of the *Circuit* Court of the *County* of *Isle of Wight*  
at the rules to be held for the said Court, on the *3<sup>rd</sup>* Monday in *January* 1909,  
to answer a bill in chancery, exhibited against *them* in our said court ~~for~~  
*by L. L. Fellows and W. D. Gwaltney*

And have then there this writ. Witness *A. S. Johnson* NATHANIEL F. YOUNG, Clerk of our said court, at  
the court-house, the *15<sup>th</sup>* day of *January* 1909, and in the *123<sup>rd</sup>*  
year of the Commonwealth.

*Det. Johnson*



Executed the within process this 18<sup>th</sup> day of  
January 1909, by serving true copies thereof  
to each of the within named Defendants R. L. Sauer,  
Geo. A. Pusey & Co. Attorneys in person, at their  
residence in the County of Ischoffwright.

W. A. Edwards / 1806.

By: R. Aug. Edwards

1806

J. J. Williams et al

VS. }  
SUBPOENA  
IN  
CHANCERY.

R. L. Sauer et al

Matthew Kelley p. 9

To 2nd Party Rules,

Convent Court.

1909

753119

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

L. L. Vellines and W. D. Gwaltney.....Complainants.

vs.....In Chancery.

Frank Oberry, R. Lee Sadler, George R.

Fulley and C. H. Crocker.....Defendants.

The separate answer of R. Lee Sadler to a bill in equity exhibited against him and others in the Circuit Court of Isle of Wight County, Virginia, by L. L. Vellines and W. D. Gwaltney, complainants.

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

1st. Your respondent denies that on the 18th day of April, 1902, or on any other date, that he entered into a bond with your complainants and Frank Oberry, George R. Fulley and C. H. Crocker in the penalty of fifteen hundred dollars(\$1500.00) as surety for Frank Oberry conditioned upon the faithful performance of his duties as deputy treasurer of Isle of Wight County, and on the other hand alleges that though requested by <sup>J. H. Oberry son of the</sup> the said Frank Oberry he positively refused to execute said bond or to in any way make himself liable thereon.

2nd. Your respondent is not advised as to the truth of the allegations contained in paragraph two of said complainants' bill and demands strict proof thereof.

3rd. Your respondent is informed that Frank Oberry and Mollie Oberry, his wife, executed a deed of trust on certain real estate and personal property to secure the payment of three notes aggregating eight hundred dollars (\$800.)

but emphatically denies that he ever authorized the execution of such a deed of trust, or that he knew that there was such a deed executed until sometime afterwards he was informed by one of the complainants that he had taken a deed of trust. The note made payable to your respondent was never offered to him for the reason that complainants well knew that he would not receive the same. In fact your respondent did not know until this suit was instituted that such a note had been taken.

4th. Your respondent neither affirms nor denies the allegations of paragraphs 4, 5, 6 and 7 of complainants' bill and demands strict proof thereof.

8th. Your respondent admits that he is solvent and that he has not contributed one cent to the payment of the aforesaid indebtedness of said Frank Cherry to Benj. L. Roberts, Treasurer, and alleges that his reason for failing to do so is due to the fact that he has never by word, act or deed rendered himself legally or morally liable for any part of said liability, and, therefore, has positively refused to have anything to do with the transaction.

All of the allegations in complainants' bill not herein specially mentioned are denied and strict proof is demanded at their hands.

And now having fully answered the complainants' bill this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.



STATE OF VIRGINIA,  
To-wit:  
Isle of Wight, County.

R. Lee Sadler, the respondent named in the foregoing answer, being duly sworn says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein



stated to be on information, he believes them to be true.

B L Fuller

Taken, sworn to and subscribed before me

this 31st day of April, 1909.

Clifford E. Saunders

Notary Public.

*My commission expires August 3rd, 1910.*

*Answer of R. Lee Sadler.*

*Pellier et al.*

*vs.*

*Sadler et al.*

In the CLERK'S OFFICE of the  
CIRCUIT COURT,  
OF THE  
COUNTY OF ISLE OF WIGHT

this *30* day of *March* 19*09*

*Filed*  
*Edw. Johnson*  
*Clerk*

JAMES U. BURGESS,  
ATTORNEY AT LAW,  
POST OFFICE BUILDING,  
SUFFOLK, VA.

In the Circuit Court of the County of Isle of Wight, Virginia:-

To the Honorable B. D. White Judge of said Court.

L. L. Vellines and W. D. Gwaltney

)  
vs.) In Chancery

)  
Frank Oberry, R. L. Sadler, Geo. R. Pulley and C. H. Crocker.

Complaining sheweth unto the court your orators L. L. Vellines and W. D. Gwaltney, of the County of Isle of Wight, Virginia the following case:

(1) That on the 18th day of April 1902 your orators together with Frank Oberry, R. L. Sadler, Geo. R. Pulley, and C. H. Crocker entered into a bond in the penalty of fifteen hundred dollars as sureties for Frank Oberry. The condition of said bond were such that whereas Frank Oberry was duly appointed Deputy Treasurer of Isle of Wight County, under Benj. L. Roberts, County Treasurer of aforesaid County, in accordance with the Statute in such cases made and provided: and whereas the said Benj. L. Roberts, County Treasurer as aforesaid placed in the hands of the said Frank Oberry, Deputy Treasurer as aforesaid, certain tax accounts, levies and fee-bills, and will so place other tax accounts, fee-bills and levies from time to time during the current fiscal year for collection promptly and according to law, as will appear by copy of said bond herewith filed as "Exhibit A" and prayed to be taken as part of this bill.

(2) That the said Frank Oberry became indebted to Benj. L. Roberts, County Treasurer as aforesaid, in the sum of a thousand dollars or more, because of the failure of the said Frank Oberry to conform to the conditions as set forth in said bond marked "Exhibit A" and herewith filed as part of this Bill.

(3) That the said Frank Oberry and Mollie Oberry, his wife, did on the 18th day of January execute a deed of trust to Arthur B. Stott, Trustee. In trust to secure a sum of eight hundred dollars



evidenced by three notes, as follows: one bond of even date for two hundred and sixty-six dollars and sixty-eight cents, with interest from date, payable on the first day of December, 1906 to L. L. Vellines; one bond of even date for two hundred and sixty-six dollars and sixty-six cents, with interest from date, payable on the first day of December, 1906 to W. D. Gwaltney; one bond of even date for two hundred and sixty-six dollars and sixty-six cents with interest from date, payable on the first of December, 1906, to Lee Sadler, as will appear by copy of said deed of trust marked " Exhibit B " and prayed to be taken as part of this Bill.

(4) That under and by virtue of said deed of trust, the said property conveyed under said deed of trust was sold at public auction by the said A. B. Stott, trustee aforesaid for the net sum of \_\_\_\_\_, and the same was applied to aforesaid indebtedness of the said Frank Oberry to said Benj. L. Roberts, County Treasurer as aforesaid, leaving a balance due of five hundred and nine dollars and three cents.

(5) That the said balance of five hundred and nine dollars and three cents has been paid by L. L. Vellines and W. D. Gwaltney to said Benj. L. Roberts, Deputy Treasurer as aforesaid.

(6) That all the property of said Frank Oberry, both real and personal, which is not exempt by law has been sold under this deed of trust to pay off and discharge his indebtedness to said Benj. L. Roberts; That he is now utterly insolvent and has no property that is not exempt by law.

(7) That the said George R. Pulley and C. H. Crocker are both utterly insolvent and have not even as much property as the poor law will allow them, as will appear by copies of assessments of each, as " Exhibits C & D " will show, and prayed to be taken as part of this Bill.

(8) That the said R. L. Sadler, one of the aforesaid sureties on said bond of said Frank Oberry of the 18th day of April 1902 as aforesaid, is not insolvent: That he is solvent: that he has not

contributed one cent to the payment of aforesaid indebtedness of said Frank Oberry to said Benj. L. Roberts and he refuses positively to contribute his share, or any part thereof to aforesaid indebtedness.

In tender consideration whereof, and forasmuch as your orators are without remedy in the premisses save by the aid of a Court of Equity, where matters of this kind are alone and properly cognizable, your orators pray that the said Frank Oberry, R. L. Sadler, Geo. R. Pulley, and C. H. Crocker may be made party defendants to this Bill and required to answer the same and answer on oath being hereby waived; That the said R. L. Sadler will be required to contribute his due and proper share to the payment of the said sum of five hundred and nine dollars and three cents paid by L. L. Vellines and W. D. Gwaltney as is shown by note; That proper process issue: That all proper orders and decrees may be made and proper requirements be directed <sup>and</sup> ~~and~~ all other and further general relief may be afforded your orators as the nature of this case may require, or to Equity shall seem meet. And your orators will ever pray, &c.

Withers & Selby, p.q.

L. L. Vellines  
W. D. Gwaltney  
By Counsel



EXHIBIT C & D.

Virginia: Clerk's Office of the Circuit Court of the County of  
Isle of Wight January 20th. 1909.

I, A. S. Johnson, Clerk of the Circuit Court of the said county  
of Isle of Wight, do hereby certify that it appears from the records  
of assessments for the year 1908 that George R. Pulley and C. H.  
Crocker were only assessed with capitation taxes for said year,  
there being no personal property or real estate assessed against  
either of them.

Given under my hand this 20th. day of January, 1909.

Teste,  Clerk.



Willis et al  
vs Bee  
Godley et al

2nd January rules 1909  
Process returned executed on Godley, Pully and Crocker - Bee. Process issued for Frank Oberny returned to 3rd January rules 1908; Decree nisi as to drafts Godley - Pully and Crocker

3rd Jan rules 1909  
Defendants Godley, Pully and Crocker still failing to appear. plead. answers of demurr, Bee taken for conferrd as to them, but case not entered on Court docket at request of plaintiffs attorney

July 16/1909  
Process against Oberny returned not executed. Also issued returnable to 1st Mar

WITHERS & SELBY  
ATTORNEYS AT LAW  
SMITHFIELD, VA.

1st March rules 1909  
Process against Oberny returned executed. Decree nisi as to him

2nd March rules 1909  
Defendant Oberny not appearing to plead, answer, Bee taken for conferrd as to him and case set for hearing