

1871-007

Nansemond County (Suffolk)

Chancery Causes: Levi Reed vs Edward C. Riddick Trst & John T. Voight

Read

Reed

n.

Riddick &c.

This cause came on this day to be again heard on the papers formerly read & on the report of E. G. Riddick, made pursuant to the decree of the 19th of April 1870, - to which report there is no exception, and was argued by Counsel. On consideration whereof the Court doth confirm the said Report & doth adjudge, now and decree that the proceedings had in this cause be confirmed and made final and binding between the parties, & that the cause be removed from the docket.

Reed

n.

Riddick &c

1871

Harvar

Ape Ch. Decree

To be entered ✓

Geo. R. Blount.

The answer of John J. Voight to a Bill
in Chancery exhibited against him in the
Circuit Court of Hannum County by
Leri Reed —

This Respondent says. That it is true
the said Leri Reed did purchase the tract of
Land referred to in the Complainant's Bill of one
Richard J. Barnes, and he believes did pay
him the price for it as therein named; but that
your Respondent does not understand what that fact
has to do with the demand of your Respondent against
said plaintiff — That it is true Rich^d. J. Barnes
after and owed your Respondent \$400. for Land
and said Leri owed said Barnes for Land &
by consent of all parties to accommodate the
said Leri, this Respondent became the creditor of
said Leri, lent him, the claim against Barnes,
which was equivalent to money, to enable the said
Leri to pay Barnes for the Land purchased by said
Leri of said Barnes, (and to secure which sum
of \$400. the said Leri executed three Bonds of
equal sums, payable in one, two and three years,
(and also executed the deed of Trust on said Land
as referred to in said Bill, and not three
Bonds of \$333 $\frac{1}{3}$ as alleged in said Bill which
would make \$1000, instead of \$400, the real
sum due. That the said Leri has paid
the first of said Bonds of \$133 $\frac{1}{3}$ due your

Respondent, and has since paid a part of
the interest due on the remainder to wit:
to John R. Kelly, attorney for your Respondent
\$25. on the 11th May 1868. also \$7. on ~~27th May~~
~~28th May~~ or about 20 May 1868 & also \$16 on 31st
August 1869.

That the said Levi Reed, has occupied the Land
ever since your Respondent aided him to buy
it, and used it for his own advantage, but has
resorted to every means in his power to prevent your
Complainant from collecting the Balance due
him, first by applying to the Military Author-
ities & now by way of injunction to prevent a sale.

That your Respondent has repeatedly of-
fered to accept the Principal of what is due
him & release the Balance & is now willing
to do so - but your Complainant, like most
other persons, is in want of money, and has to
look to those who owe him for it in part - That
he has been liberal towards the Plaintiff, but
it seems to have ^{had} no effect but to cause greater
demands on your Respondent.

Your Respondent denies that there is
any just ground for the Interference by a
Court of Equity, to prevent the sale of said Land
under the deed of Trust aforesaid, and your
Respondent claims the right to proceed & sell
said Land to satisfy the debt due him &

which is secured by said deed of Trust.

Your Respondent denies that there is any necessity for reference to a Commissioner to ascertain what is due to your Complainant (and he now furnishes a statement of what is due him; to wit: 1 Bond being the second payment on said Land for

\$133.00

Third Last Bond for same

134.00

Int. from the 5th Nov 1859 to

\$267.00

18th Apr 1870 — 10 yrs. 5 m. 13 d

172.81

Exp for some payments of \$25.00/7.

\$439.81

\$16.10 Int. since paid \$5.76

53.73

Balance due on 18th April 1870. \$385.08

Copies of which two Bonds are filed herewith as part of this answer, ^{marked 1 & 2} (the originals being on file in suits at law in Hansmann County Court) —

Your Respondent prays that the Complainant's said Bill may be dismissed and the said Injunction dissolved, and he be allowed to collect his just demands aforesaid according to Law.

and having answered &c.

John J. Voight

John R. Kelly, Jr.

Subscribed before me according to Law this 26 March 1870. by said John J. Voight.

John R. Kelly Notary Public

Vright

at

Reed

Amsner

1870
April 4th. Filed
clerk.

Circuit, Hannemann

Albany

To the Hon & P Pitts judge of the Circuit Court of said for the
County of Hancock Virginia —

Assembly complaining shews unto your honors your complainant
Levi Reed that on the day of Nov 1859 your complainant purchased
a piece or tract of land lying and being in the said County of Hancock
situated in the State of Virginia from one Richard F Barnes
of said County, containing by estimation one hundred and twenty
five acres more or less bounded by the lands of Alfred Ellis on
the East, on the South by the lands of James Berentz, on the West
by the land of James Rogers and on the North by the land of William
Walter for which your complainant was to pay the sum
of five hundred and fifty dollars. That your complainant
made three notes or bonds under seal payable to said
Richard F Barnes respectively one for fifty dollars payable
on demand with interest from date dated the 5 day of November
1859 one note for fifty dollars payable on demand
with interest from date dated 5 Nov 1859 and one note
for fifty dollars payable on demand with like interest dated
the 5 day of November 1859 — That your Complainant has
paid off and taken in the said three notes so given and
now shews the same unto your honors marked A.B. &
C and prays to be taken as a part of this bill, and
filed here with, that on the said 5 day of November
1859 the said Richard F Barnes had some business
transaction with one John T. Voight and assigned or
passed over to the said John T. Voight the balance of
the indebtedness or the purchase money for the said
piece or tract of land which your complainant owed
him the said Richard F Barnes for the purchase of the said
land namely the sum of five hundred dollars, that
your

your complainant by the said transfer he came indebted
to the said John T Wright in the ^{said} sum of five hundred
dollars that being so indebted your complainant
as he understood expected to the said John T Wright
three bond or notes under seal each for the sum of three
hundred and thirty three dollars and $\frac{1}{3}$ Cents ^{one of said notes} payable
twelve months after date with interest from date and after
the 5 day of November 1859 one of said notes for the sum
of one hundred and thirty three dollars $\frac{1}{3}$ payable ~~within~~
two years after date with interest from date & dated the
said 5 day of Nov 1859 and the other of said notes
payable three years after date & dated the said 5 day
of November 1859, that your complainant has paid
off and taken in the first of said notes namely the one
payable twelve months after date and all interest due
thereon to the said John T Wright and the same is hereby
shown unto your honor and marked D. and prayed
to be taken as a part of this bill, that your complainant did
on the 5 day of Nov 1859 in the County of Nassau and ex. cuted, sealed
delivered unto one Edward C. Riddick, ^{as trustee} a Deed in Trust in which he
your complainant conveyed unto the said Riddick the said
tract of land purchased from the said Richard Barnes before
described being to secure unto the said John T Wright the above
mentioned three bonds or notes so given as above mentioned
to him the said John T Wright which said Deed in Trust has
been duly recorded in the Clerk's office of County Court of said
County of Nassau and see an office Copy of said Deed here with
filed. Marked E and prayed to be taken as a part of this bill,
your complainant further represents to your honor that he
did on the 11 day of May 1868 in the County of Nassau and pay
unto

unto John R. Kelby attorney for said John T Wright, ^{the further sum of} twenty five
dollars in part of interest in a bond secured by Deed of Trust on Land,
which was paid for interest in one of the two notes now held
by said John T Wright for the balance in payment for the purchase
of the said tract of land see receipt of said John R. Kelby here
with filed. Marked G and prayed to be considered as a part of this
bill, ^{that he has paid other sums of interest to Wright and to P B Phillips in payment of said bond} your complainant further shows unto your honor that having
executed the three bonds payable to the said John T Wright as above
herein specified when he made and signed the deed of Trust
before mentioned he was induced to believe that it was in terms
mentioned in said deed, to secure the true and faithful payment
of the said three bonds as given by your complainant, ^{as aforesaid mentioned} and not to
secure the payment to John Wright or his representatives the sum
of five hundred dollars which is due by bond bearing date
in the 5 day of Nov 1859, ^{as is written in said Deed of Trust} that in the - day of Feb 1870 the said Edward C. Riddick
the trustee named in said Deed of Trust at the request of the said
John T Wright advertised the said tract of land so conveyed, to
be sold at public sale for Cash, ^{on the premises of said land} ~~except the Deed of Trust~~
^{That if said land shall be sold for Cash an entire lot or a part thereof or of the interest of your complainant in}
^{in the said land shall be sold for Cash an entire lot or a part thereof or of the interest of your complainant in}
^{for a full and complete release of the said land from all and singular claims and demands of the said John T Wright} in Monday the 21 day of Feb 1870 -
~~It is prayed~~ ^{that} All of which acts and things
and the drawing of the said Deed of Trust as mentioned before
are contrary to Equity and good Conscience and fair dealing -
Intender Consideration whereof and for as much as complainant is
Can only have adequate relief in the premises in a Court of Equity where
Matters of this sort are properly cognizable, and releivable, To the End that
that justice may be done in the premises, and the rights of your complainant
protected, your complainant prays that the said Edward C. Riddick trustee
as aforesaid and the said John T Wright may be made parties defendants
to this bill; and that they may each upon their several Corporal oaths

Norfolk City, to wit;

An injunction is granted according to prayer of Bill, to take effect upon the Plaintiff's or some one for him entering into bond before the Clerk in his office with good security, in the penalty of \$200 with condition to pay all such costs as may be awarded and all such damages as shall be incurred in case the injunction be dissolved.

To the Clerk of the Circuit Court for the County of Hanover and County of

E. P. Pitts
J. Aug. 18th 1870

Cooper. p. 9

Levi Reed

~~vs~~ } Bill &c

Edward C. Riddick, Trustee,
and John J. Voight)

Levi Reed

vs { Chy: Notes

Edward C. Reddick, Trustee, and John J. Voight

1870. Feby: 19th: Injonth: bond executed & filed

" " " Sumth in Chy: & Injon: issued.

" March 7th: Conditional Decree vsth defendants.

" Apl: 4th: Answer of Deft: Voight & gent: replu: thereto

" " " Conditional Decree vsth defendant Edward C.

Reddick, confirmed, & cause set for
hearing on motion of Pltffs' Counsel.

" " 19th: Decree dissolving injonth: & for sale to

" Octo: 13th: Continued.

1871. Feby: 21st: Rebat of sale to filed. (apl: 12th) Final Decree

Chy. notes

Levi Reed

vs

Edward C. Riddick, Trustee
Lal.

7 Exhibits filed with the
Bill.

\$40. On demand with interest from date I
promise to pay unto Rich^d. J. Barnes, or order,
the just and lawful sum of Forty dollars
standing for value, received as witness my hand
and seal, this the 5th day of November

1839

Witness

A. S. Babey

Expenses

1859 Decemb^r The 26th
 Recd in Cash \$10.00
 Recd in Pork &c 7 75
 1860 Jan. 26 Amount of A/c \$17.75
 1860 Jan. The 30th Recd 5 00
 in part of the within note

2275

$$\begin{array}{r} 40.00 \\ 22.75 \\ \hline 17.25 \end{array}$$

$$\begin{array}{r} 100 \\ 100 \end{array}$$

$$\begin{array}{r} 8100.00 \\ 17.25 \\ 202 \end{array}$$

$$\begin{array}{r} 119.27 \\ 90.00 \end{array}$$

\$50. On demand, with interest from date I
promise to pay unto Rich^d. H. Barnes or order,
the just and full sum of Fifty Dollars,
It being for value received at testimony my
hand and seal, this 5th number
1839
Witness
A. A. Rabey

~~119.27~~
~~30.00~~

029.27

Exhibit
B.

#57. On demand with interest from date, I promise
to pay unto Rich^d H. Barnes, or order, the just and
full sum of fifty dolls. It being for value rec'd
as witness my hand and seal this the 5th day
of November 1839.

Witness

A. A. Raby

340 00
273:00

267:00

Exhibit
Co.

33
623
185
18 1/2

of her
D.

2000
185
18 1/2

\$133.⁰⁰/₁₀₀

Twelve months after date with interest
from date. I promise to pay John G. Voight, or order,
the just and full sum of one hundred and
thirty three dollars. It being for value received. as
witness my hand and seal this the 5th day
of November. 1859.

Test

Richard H. Barnes


This Deed, made this 5th day of Nov. in the year of our Lord one thousand eight hundred and fifty nine between Levi Read of the first part Edward C. Riddick Trustee of the second part and John Voight of the third part, all the parties residing in the County of Nassau and State of Virginia. Witness that the said Levi Read does grant unto the said Edward C. Riddick trustee aforesaid the following property to wit. a certain tract, piece, or parcel of land, and is estimated to be one hundred and twenty five acres, be the same more or less, lying and being in the County of Nassau and State of aforesaid and bounded as follows: On the East by the land of Alfred Ellis, on the South by the land of James Rountree, on the West, by the land of James Rogers, on the North by the land of Simon Walters. I trust to secure the payment to John Voight or his representatives, The sum of Four hundred dollars, with is due by bond bearing date on the 5th day of Nov. 1859 this present month, payable three years after date, and the grantor hereby covenants with the said Edward C. Riddick Trustee aforesaid, that they will warrant generally the property conveyed. Witness the following signatures and seals, this 9th day of Nov 1859.

Richard F. Barnes }
James Harrell }

Levi ^{his} X Read. (Seal)
 _{mark}
Edward C. Riddick (Seal)
John Voight. (Seal)

In the Clerk's Office of Nassau County Court

The 14th day of November 1859.

This Deed of Trust was acknowledged by Levi Reed
Edward C. Reddick, Trustee, and John J. Vought, and
thereupon admitted to record.

Teste

Abram J. Nafleet. DC

In the Clerk's Office of Nausemond County Court
The 30th day of June 1866.

The foregoing Deed of Trust, with the original Cer-
tificate thereon, was produced by John J. Vought to the
Clerk of said Court, and on the application of said
Vought, is recorded anew, the books in which the same
was originally recorded having been destroyed by the
burning of the Clerk's Office and records, on the 7th
day of February 1866.

Teste

Peter B. Prentiss Clerk

a. Copy:

Teste:

Peter B. Prentiss. DC

Xnd

Levi Reed

To { Copy Deed of Trust =

Edward C. Reddick, Trustee
for John Vought

Exhibit
D.

3/4 00
1:33 1/3

Exhibit
G.



1868 May 11. Rec^d of Levi Reed
Twenty five dollars in part of the
Interest on a Bond due Mrs.
Bright secured by deed of Trust
on land.

John R. Kelly
att^y for Mrs. Bright

Exhibits 1 & 2

filed with the answer of

John J. Vaigh-

and

Levi Read.

\$134 Three years after date, with interest from date
I promise to pay John T. Voight or order, the
just and full sum of One hundred and thir-
ty four dollars. It being for value received as
witness my hand and seal this the 5th. day
of November, 1859.

Levi ^{his} Read 
mark

Test

Richard F. Barnes

I hereby certify, that the foregoing is a true copy of
one of the two Bonds filed with the declaration
in the suit lately pending in the Court of the
County of Nausemond, wherein John T. Voight
is Plaintiff and Levi Read is Defendant; and
upon which Bond, a judgment, by default was
obtained, at the March term of said Court

1867 —

Certified under my hand the 26th. day of March 1870.

Peter B. Prentiss. D.C.



(2)

\$133.

Twenty four Months after date, with interest from date, I promise to pay John T. Voight or order, the just and full sum of One hundred and thirty three dollars - It being for value received, as witness my hand and seal this the 5th day of November, 1859 -

Test

Richard T. Barnes

Levi ^{his} Read _{mark}



I hereby certify, that the foregoing is a true copy of one of the two Bonds filed with the declaration in the suit lately pending in the Court of the County of Hansemond, wherein John T. Voight is Plaintiff and Levi Read is Defendant; and upon which Bond, a judgment, by default was obtained, at the March term of said Court 1867 -

Certified under my hand the 26th day of March 1870.

Peter B. Prentiss. D.C.



(1)

Reed v Voigt.

This cause came on this day to be heard on the Complainant's Bill (and exhibits filed with said Bill) and on the answer of the Defendant John J. Voigt thereto filed, & on general replication thereto, & on said Bill taken in confid. as to Edward C. Reddick on whom process has been duly executed & the same failing to appear and make defence, and was argued by Counsel. On consideration whereof the Court doth dissolve the injunction granted in this cause, and the Court doth adjudge and decree that the said Edward C. Reddick, proceed to see the Land conveyed by the deed of Trust executed by said Levi Reed to him as Trustee for said John J. Voigt, and dated the 5th of Nov. 1859, before the Court house door of Nassau County on some Court day after giving thirty days notice by advertisement at the Court house door of Nassau County & at various ~~the~~ public places near the premises & also once a week for four successive weeks in the "Christian Sun" a newspaper published at Suffolk. The said sale to be made on a credit

of six months with Interest from
date, except for a sum sufficient
to pay the costs of said expenses of sale
which will be cash, (and when
the proceeds of sale become due collect
the same & pay to said John J. Wright
the sum of \$267 with Interest from
this day which by his answer he agrees
to accept in discharge of his debt,
(and the surplus, if any pay to said
Levi Reed or his order, and make
to the purchaser a deed for said land
with special warranty in the usual
form, & deliver possession of the premises
sole on the first day of January next,
and make report to court,

Reed
N
Bright

1870
April Court
Decree

To be entered

Geo. B. Low. Jr.


entered

At a Circuit Court held for Nansemond
County the 14th day of April 1870:

Levi Reed Complainant

against ^{John T. Voight} In Chancery

Edward C. Giddick, Trustee, and John
T. Voight Defendants

This cause came on this day to be heard on the
Complainant's bill and exhibits filed with
said bill, and on the answer of the defendant
John T. Voight this day filed, and on general
replication thereto, and on said bill taken for
Confessed as to Edward C. Giddick on whom process
had been duly executed, and he still failing
to appear and make defence, and was argued
by Counsel; On consideration whereof the
Court doth dissolve the injunction granted in
this cause, and the Court doth adjudge, order
and decree that the said Edward C. Giddick
proceed to sell the land conveyed by the deed
of Trust executed by said Levi Reed to him as Trust-
ee for said John T. Voight and dated the 5th
of November, 1859, before the Court house door
of Nansemond County on some Court after
giving thirty days notice by advertisement at
the Court house door of Nansemond County and
at various public places near the premises, and al-
so once a week for four successive weeks in the "Chris-
tian Sun", a newspaper published at Suffolk,

the said sale to be made on a credit of six months with interest from date except for a sum sufficient to pay the costs of suit and expenses of sale which will be cash, and when the proceeds of sale become due collect the same and pay to said John ^{W.} Voight the sum of Two Hundred and sixty-seven dollars with interest from this day which by his answer he agrees to accept in discharge of his debt, and the surplus, if any, to pay to said Levi Reed or his order, and ^{make} to the purchaser a deed for said land with special warranty in the usual form, and deliver possession of the premises sold on the first day of January next, and make report to Court.

A Copy.
 Wm. Voight
 Teste,

Peter B. Prentiss. Clerk.

Paid P.B.P.	Costs	
Paid J.R.K.	Clerk. . .	\$10:00
Paid Wm. Ely	atto: . . .	15:00
	Shff: . . .	1:00
		<u>\$26:00</u>

Voight } Co. Deem
 v
 Reed

1871. Feb: 19th: Rec'd of Edward C. Reddick, Trustee, Two
Hundred and eighty dollars and twenty-five cents,
in full, for the amount due me, under a Decree pro-
nounced on the 19th: day of April 1870, in the Chy:
suit of Levi Reed vs^t Edward C. Reddick, Trustee,
and John J. Voight.

Witness

E. C. Reddick
Y

280.25

John J. Voight

June 15th 1870 Rec^d of Edw^d C. Riddick trustee
Five dollars for selling Levi Reed's land
at Auction

\$5.00

Wm^d M. Linn Auditor

TRUSTEE'S SALE OF LAND.—BY
 virtue of a Deed of Trust executed by Levi
 Reed, on the 5th day of November 1859, and pur-
 suant to a Decree of the Circuit Court of Nanse-
 mond County, pronounced on the 18th day of
 April 1870, I shall proceed to sell before the
 Court House Door of Nansemond County, on
 Monday, the 13th day of June next (Court day)
 a Tract of Land in the Upper Parish of Nanse-
 mond County, containing One Hundred and
 Twenty-five (125) acres, more or less, and ad-
 joining the lands of Alfred Ellis' estate, James
 Rountry, James Rogers and Simon Walters.
 Terms of Sale.—Cash enough to pay costs and
 expenses, for the balance, six months credit, with
 interest from date.

EDWARD C. RIDDICK,
 Trustee.

my13-51

ON OF BOOK AND JOB PRINTING NEATLY EXECUTED.

Suffolk, Va., Oct 10th 1870

of E. C. Riddick Trustee

To **W. B. WELLONS, Jr.**

BOOK AND JOB PRINTING OFFICE.

TERMS---CASH ON DELIVERY.

1870

*May 13 To adv 100 acres land for sale
 18 lines 5 times*

*\$5 40
 R. H. W. W. W.
 W. B. Wellons*

To The Circuit Court of Nausemond County:

The undersigned reports to Court, that pursuant to the Decree of said Court, made ^{on the 19th. day of April 1870,} in the Cause therein pending, wherein Levi Reed is Complainant, and Edward C. Riddick, Trustee, and John T. Wright are Defendants, he proceeded to advertise the land referred to in said Decree, and did, on Monday, the 13th. day of June 1870. (being Court day) before The Court House Door of said County, sell the said land, on the terms directed in said Decree, where Peter B. Prentis became the purchaser thereof at the price of Three Hundred and fifteen dollars: . . . \$315.00 of which there was received in cash and paid to those entitled, as follows

To 5 per cent Comm ^s on \$300	\$15.00
" 2 do do do " \$15	30
" paid Peter B. Prentis, Clerk per rect	10.00
" do John R. Kilby, Atto: do	15.00
" " Wm Eley, Dy: Shff: "	1.00
" " "Christian Sun", Advertising "	5.40
" " Wm H. McGuire, Auctioneer "	5.00
" reserved to pay for Deed & Stamp	3.00 = \$ 54.70
Net Balance	\$260.30

For which I took the bond of Peter B. Prentis, with Rich^d H. Riddick

Security, dated 13 th June 1870, due at 6 mos: with interest date	\$260.30
By int: on same up to 19th. Feb: 1871 (8 ^{mo} 6 ^{da}) when paid by said Prentis	10.67
	\$270.97

To paid John T. Wright \$267.00 with 10 months	
interest thereon (\$13.25) as per said Decree	\$280.25

leaving a balance due said Trustee of	\$9.28
	\$280.25 - \$280.25

and I have made a Deed to the purchaser of said land.

Respectfully Submitted

E. C. Riddick

Trustee.

Levi Reed

2nd { Report of Sale to
Edward C. Riddick, Trustee Sal:

1871
July 21st: Filed
clK

Know all men, by these Presents, that we, Levi Reed, James H. Langstein and Bolding White are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Hundred Dollars, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 19th day of February, in the year 1870, and in the 94th year of the Commonwealth.

The Condition of the above obligation is such, that whereas the said Levi Reed hath obtained from the Judge of the Circuit Court of Nansemond County an Injunction restraining and prohibiting Edward C. Riddick, Trustee, and John J. Voight ^{looking to the sale thereof} from selling the land and from all and any other proceedings, under and by virtue of a Deed of Trust, executed by the said Levi Reed to said Edward C. Riddick, Trustee for the said John J. Voight on the 15th day of November 1859, until the further order of said Court.

Now, if the said Levi Reed shall well and truly pay all such costs as may be awarded and all such damages as shall be incurred, in case the said injunction be dissolved, then the above obligation to be void, else to remain in full force and virtue.

Levi ^{his} Reed

Seal

James H. ^{his} Langstein

Seal

Bolding ^{his} White

Seal

In the Clerk's Office of the Circuit Court of Harseman County, the 19th day of February 1870.
This day Levi Reed, James H. Langston and Bolding White, severally signed and acknowledged this
bond. And the said James H. Langston and Bolding White, the securities thereto, made oath before me,
Deputy Clerk of the said Court, that their estates, when combined, after the payment of all their
just debts and such liabilities as they had severally incurred for others, are worth the
sum of Two Hundred Dollars.

Teste,

Peter B. Prentiss. D.C.

Levi Reed

To { Surety Bond

Commonwealth

1870

Feb. 19th Executed & Filed

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON

Edward C. Riddick, Trustee, and
John J. Coighh

to appear at the Clerk's office of our *Circuit* Court for the County of Nansemond, on the
first Monday in *March* next, 18*70*, being rule day, to answer a bill in chancery,
exhibited against *them* by
Levi Reed

and unless *they* shall answer the said bill by the
next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And
have then and there this writ. Witness, *E. F. Williamson*
~~Peter B. Penning~~, Clerk of our said Court, at his office, this
19th day of *February* 18*70*, and in the *94th* year of the Commonwealth.

E. F. Williamson Clerk.

J. S. The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Memo¹¹:

The object of this suit is to restrain and prohibit the defendants from selling and from all and any other proceedings looking to a sale of the land, under and by virtue of a Deed of Trust executed by Levi Reed to Edward C. Riddick, Trustee for John T. Voight, on the 15th day of November 1859, until the further order of the Circuit Court of Waukesha County.

Teste, E. F. Williamson. Clerk.

Compare p. 9

Levi Reed.

vs. { Sund. in Chy. &c

Edward C. Riddick,
Trustee, and John T.
Voight

== 30 March Ruled 1870

Pro: B. No: 1. page 50
Cir: Co:

Executed February 20th 1870 & a true copy
hereof delivered to Edward C. Riddick (Trustee)
& John T. Voight

Wm. Day & Co.

Trustee Sale of Land

By Virtue of a Deed of Trust executed by Levi Reed on 5th. day of November 1859, duly recorded, I Shall at the request of the creditor, on Monday the 21st day of February 1870, at Levi Reed at 10. o'clock on the premises, Shall sell at public auction to highest bidder for cash the tract of Land known as the Late Richard F. Barnes, as Containing on hundred and twenty five acres more or less. and adjoining the land of Alfred Ellis and heirs on the East, on the South by the Land of James Rountree, on the West by the Land of Moses E. Horton on the North by the Land of Lemmon Walters and others.

February the 11th 1870.

E. C. Redick Trustee

Cool

Cost -

Clark	...	\$10.00
Atto:	...	15.00
Shff:	...	1.00
		<u>\$26.00</u>