1873-001
Nansemond Co. (Suffolk)

Chancery Causes: Levi Reed/Read vs Samvel Baker + E.C. Riddick

Langston, Voight, Raby

Portsmouth Va – Nov 8th 1892

Mr Cahoon

Dear Sir

Gen Reed will execute the bond required by this injunction on Tuesday next – Please attend to it & oblige

Yours &c

W. H. Stewart

Atty

Know all Men by these Presents, That we Levi Read and Dempsy Read

Sam'l Baker, and E. G. Riddick

are held and firmly bound unto the ~~COMMONWEALTH OF VIRGINIA~~ in the sum of one hundred and fifty

Dollars; for the payment thereof, well and truly to be made to the said ~~Commonwealth,~~ Sam'l Baker & E. G. Riddick 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 13 day of Nov 1872, in the 97th year of the Commonwealth.

THE CONDITION OF THIS OBLIGATION IS, That if the said Levi Read, who has obtained from the Judge of the Hastings Court of the City of Portsmouth, an Injunction, to enjoin and restrain the said Sam'l Baker and E. G. Riddick or their agents from proceeding to sell certain real estate in the County of Warwick, conveyed by said Levi Read to E. G. Riddick, by deed dated 18th December 1860, and duly recorded, shall well and truly pay all costs and damages which may be awarded against him in case the said injunction be dissolved

~~Shall faithfully discharge the duties of said trust,~~ ~~aforesaid,~~ then this Obligation to be void, else to remain in full force

Acknowledged in the presence of

W. E. Cochran Clk,

his
Levi X Read [SEAL.]
mark

his
Dempsy X Read [SEAL.]
mark

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

Zeus Read

v. Inyo Bond

Baker v Riddick

Levi Reed

vs

Saml. Baker & E. C. Riddick (Trustee)

Upon the motion of the plaintiff, and for good cause shown, a writ of injunction is awarded said plaintiff, to injoin & restrain the defendants, Saml. Baker and E. C. Riddick (Trustee) or either of them, or their agents, or the agents of either of them, from making sale of the real estate in bill & proceedings mentioned, situated in the County of Nansemond, and conveyed by said Levi Reed to E. C. Riddick, by deed dated 15th December 1860, and duly recorded in Clerk's Office of Nansemond County, until the further order of the Circuit-Court of Nansemond County. But the effect of this order is to be suspended until the said plaintiff, or some one for him shall enter into bond, with sufficient security, in the Clerks Office of said Circuit-Court, in the penalty of $150, conditioned according to law, which may be awarded against him by reason of this injunction

C. W. Hill
Judge Court-House
City of Portsmouth

To
Clerk of Circuit Court
of Nansemond County

The Commonwealth of Virginia,

To the Sheriff of Nansemond County--Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

Samuel Baker and E. C. Riddick

Trustee

to appear at the Clerk's office of the Circuit Court of Nansemond county, at Rules to be holden for the said Court, on the first Monday in December next, to answer Bill in Chancery, exhibited against them in the said Court, by Geo. Read

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this 13 day of November 1872, in the 97 year of the Commonwealth.

Test Willis E. Cohoon *Clerk of the Court.*

Memo. An Injunction is awarded in this Case to enjoin and restrain the defendants Sam'l Baker and E. C. Riddick or their agents or the agents of either of them from making sale of the real Estate in the bill and proceedings mentioned situated in the County of Nansemond and conveyed by said Levi Read to E. C. Riddick by deed dated 18th Dec 1860, until the further order of the Circuit Court of Nansemond County.

Test Willis E. Leathom Clk

Stewart
Exr Co

Levi Read

v

Stewart Atty & Trs.

Sam'l Baker & E. C. Riddick

Bill & Inj.

Received March 25th 1872 by delivering a copy to Sam'l Baker. E. C. Riddick
(copies)

"On demand, I promise to pay unto Samuel Baker, or his order, the full and just sum of one hundred and thirty nine dollars and seventy five cents, it being for value received of him, as witness my hand and seal this 18th. day of December 1860."

"Witness Edward C. Riddick"

"Levi his X mark Reed" (Seal)

Endorsed on the above = "August 2nd, 1869 Rec'd. the interest on the within note for one year."

"Sam'l. Baker"

$100

With interest from date we or either of us do promise to pay or cause to be paid unto John W. Harrell the just and full sum of one hundred dollars good lawful money of Virginia as witness our hands and seals this the 15th. day of September 1860

Test
Beverley P. Baker.

Levi his X mark Reed (seal)

Samuel Baker (seal)

Endorsed on the above is the following:
"Recvd of Samuel Baker one hundred and seven dollars and eighty two cts, in full of within note this the 4th. day of Jany. 1862

John his X mark W. Harrell

Also the following: August 2nd. 1869
Recd. the interest on the within note for one year

Saml. Baker.

This Deed made the 18th day of December AD 1860 between Levi Reed of the one part, and Edward C Riddick Trustee of the other part Witnesseth: That the said Levi Reed doth grant with general warranty unto the said Edward C Riddick Trustee the following property to wit — a piece or parcel of land containing One hundred acres more or less lying & being in the County of Nansemond in the State of Virginia, and bounded as follows on the South by the lands of Wm H Smith, on the South by the lands of Jane Reed, on the East by the lands of Edward Deans Estate and William Rawls and west by the lands of Self & Jane In trust to secure the payment of the following debts, to wit, a bond due by said Levi Reed to John W. Harrell for the sum of One hundred dollars dated the 15th Sept 1860, and payable on demand and to which Samuel Baker is security; a bond due by said Levi Reed to John T. Voight for One hundred and fifty six dollars dated the 7th day of December 1860 & payable on demand, and a bond due by said Levi Reed to Samuel Baker for One hundred and thirty nine dollars and seventy five cents dated the 15th day of December 1860 & payable on demand This Deed to be effected in all respects as the Law requires ——

Witness the following Signature and Seals.

Levi [illegible] Reed Seal
Mark

In the Clerks Office of Nansemond County
Court the 22d day of December 1860
This Deed of Trust was acknowledged by Levi
Reed and thereupon admitted to record.

Teste

Peter B Powers clerk

In the Clerks Office of Nansemond County Court
the 17th day of October 1872
The foregoing Deed was presented by Samuel
Baker to the Clerk of this Court, and on applica-
tion of said Samuel Baker is here ordered
ancew, the book in which the same was
originally recorded having been destroyed by
the burning of the Clerks Office and records
on the 7th day of February 1865

Teste

Miles E Cohen clerk

Copy
Teste

Miles E. Cohen clerk

Leri Rud
To Deed Trust
E. C. Riddick
Trustee for
Samuel Butler —

Reid &c.

v.

Baker &c.

Further depositions taken on the part of the Plaintiff April 10th, 1873, by consent of the parties:

Jesse Langston being sworn deposes and says:

I live in Nansemond County, about 10 miles from Suffolk and am 23 years old; and I know the parties to this suit. Levi having married my sister

on the 24 Dec. 1860 I was at Cypress Chapel on general living day, and ~~that~~ Mr. Wm. H. Smith, Samuel Baker, & Beverly Baker myself & others were present, but Levi Reed was not there, and I saw Mr. Wm. H. Smith pay to Samuel Baker the amount of a Bond for $450 for the hire of Levi Reed's son who worked with said Smith in the turpentine business & Mr. Beverly Baker counted the money & saw Samuel Baker afterwards put the Money in his pocket

Cross-examined by defendants attorney.

I did not see John T. Wright at the table when the money was counted, when I went up to the table, although he was

present on the ground that day.

I know nothing of the Bond of Levi this of $450 having been placed in said Voights hands by Levi Reed.

I know nothing of a payment on that day to said Voight of any money of the $450 aforesaid.

I do not know that any amount was paid out of the $450 on that day to any one.

And further than this, this deponent sayeth not

Jesse Langston

~~Depsey~~ Dempsy Reed being sworn deposes & says on the part of the Plaintiffs, that I live about 12 miles from Suffolk near Leesville & am 29 years old & I know the parties to this suit, said Levi being my father.

I was present at the living aforesaid at Cypress chapel, & Samuel Baker & Beverly Baker Jesse Langston & Kidwick Reed & Wm E. Reed were present, Levi was not there, that whole day, I left him at home & found him there when I returned, said Smith was present, Voight was on the ground, but not at the table, when the money was counted, $450 were counted

out by Smith secured by Bond
Baker Staken up by Samuel Baker,
I saw none of it paid to any body
that day. I heard Samuel Baker
say afterwards that he paid $136. of
said $450 to John Voight. I know
nothing of the Bond of Smith having been
placed in the hands of said Voight by
the said Levi Reed.

his
Dempsy X Reed.
mark

Virginia
County of Rockingham to wit "

I, Wilbur J. Kilby a Notary Public
in & for said County in said State, do
certify that the foregoing additional dep-
ositions were taken by consent of the
parties at my office on the 10, day
of April A. D. 1873.

Given under my hand this 10th
day of April A. D. 1873.

Wilbur J. Kilby
N. P.

Fee $2.50

Reid
v
Baker

Depositions
Taken 10 7873
for Plt.

(WITNESS SUBPŒNA.) CIVIL.

The Commonwealth of Virginia,

To the **SHERIFF OF NANSEMOND COUNTY**—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON John Wright, Samuel Baker, Beverly P. Baker

to appear before ~~the Judge~~ W. J. Kelly a Notary Public at his Office in ~~COURT OF NANSEMOND COUNTY, at the Court House of~~ said County, on the 15th day of Feb, next, to testify and the truth to say on behalf of

Samuel Baker and others

in a certain matter of controversy in our said Court, depending and undetermined between the said Samuel Baker and others, defendants, and Levi Reed, plaintiff.

And this the witness shall in no wise omit under the penalty of $100 each: and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his Office, this 30th, day of January 187 3, in the 97th year of the Commonwealth.

W. E. Cohoon *Clerk of the Court.*

Executed. W. H. Eley

Feby 10th 73 Sheriff

Nansemond County to wit:

I, John J. Voight, of Nansemond County, being duly sworn do say That, I am the same ~~the~~ person named as John J. Wright, and a creditor of Levi Reed, in a deed of Trust executed by Levi Reed on the 18th Dec 1860, to Edward C. Riddick Trustee: That in addition to the Debt due me & named in said Deed of Trust of $136: dated 7 Dec 1860 & payable on demand, I was security for said Reed, for one or two other debts — That as a further security to me, the said Levi Reed about February or March 1860 deposited with the Undersigned as Collateral security, a Bond of Henry Smith &c. of $450, for the hire of said Levi Reed's sons for 1860, but which was due 31st Dec 1860 — That on the 26th December 1860, at Cypress Chapel in said County (being public hiring out day) the said Smith was present, also said Baker & his son Beverly Baker, Levi's sons & myself, when the said Smith paid me the Debt named in said Deed of Trust of $136 & all Interest & also all other claims to which I was security for said Levi, all making the sum of about Three hundred and fifty dollars, and the Balance due

(but which was in Nov. 1859, & incorrectly named in sd. Deed)

(our said Levi)

by Smith on his Bond was I think paid by him to said Levi — I am certain none was paid to Jane Baker on the claim due him by said Levi.

That the Bond of said Smith of $450. was for the hire of said Levi's sons for 1860 and 1861 as stated in the Bill of said Levi, filed in his Chancery cause in the County Court of Nansemond County against E. C. Riddick, Jane Baker & others.

Signed.

John J Wright

Virginia
County of Nansemond, to wit:

I, Wilbur J. Killy, a Notary Public in and for the State and County aforesaid, do certify that John T. Wright, whose name is signed to the writing above, personally appeared before me and made oath that said writing contains the truth to the best of his knowledge and belief.

Given under my hand this 6th. day of December 1872.

Wilbur J. Killy
Notary Public.

Reed
v
Baker

affidavit of
Mrs J. Wright.

Beauseman County to wit:

This day Beverly P. Baker being duly sworn, says. That he was present on the 2d. aug 1869, when Levi Reed paid to Saml Baker the sum of $8.40 being Interest for one year on a debt of $139.75, due by said Levi to said Saml Baker by Bond Dated 18 Dec 1860. —

That he was also present on the 2d day of ~~January~~ August 1869, when the said Levi paid one year, Interest on a Bond of $100. executed by said Levi, with Saml Baker as security, to Jno. W. Harree, and Dated 15th. Sep. 1860. — which Bonds the said Saml Baker had paid off to said Harree Shelds himself — The said sums were paid under the then ~~stay~~ Law, to prevent the collection of said Bonds by Law of said Levi Reed. Which two above named debts are the same secured by the Deed of Trust executed by said Levi Reed to E. C. Riddick Trustee on the 18th Dec 1860.

sigined.

B. P. Baker

Reed
vs
Baker

affidavit of
Beverly P. Baker

(1)

Depositions

Taken on the 15th day of Feb. 1873 at the Office of John R. Kilby in Suffolk ~~Va~~. Nansemond County Va, to be read as evidence on behalf of the defendants in a suit in Chancery now pending in the County Court of Nansemond County wherein Levi Reed is Plaintiff & Samuel Baker & others defendants. — Taken by consent of Parties.

Samuel Baker being duly sworn deposes and answers as follows:

Q. By defendants Counsel
Are you a party to the foregoing suit, how old ~~are~~ are you. Where do you reside?

A. I am the defendant in said suit. I am 65 years old & reside in Nansemond County.

Q. State all you know of the execution of a deed of trust by Levi Reed to Ed. C. Riddick trustee for Samuel Baker and others dated 18th. Dec. 1860, and of the debts named in the said deed and of the payment of the same & all you may know

of the matters in controversy in said suit?

A. Levi Reed, owing me money, came to my house some time in September 1860 She proposed to make me safe as to the money he owed me, He then said that he wanted some money & wanted me to lend it to him & I said that I have not the money by me to dispose of at present, says he. I can get it if you will become my security, I said I would rather lend it to ~~him~~ myself than become your security as that is one thing I don't do. But, I said I suppose I will be your security if you will make me safe for the money. He then said he could get it of John W. Harrell by my going his security. I accordingly signed a Bond as security for him to said Harrell, for $100, which I have since paid & is filed as an exhibit in my answer in this cause, He then said go with him to Ed. C. Riddick's and there he would give me a deed of trust on a certain piece of land to secure that note of $100 to Harrell & also another for $139.75 which was written

by Ed. C. Riddick & witnessed by him & is filed with my answer as an exhibit in this cause. He then said he owed Mr John T. Voight $133 & that he had better secure Mr. Voight in said deed also. for fear Mr. Voight might push him; but said that he would pay Mr. Voight's note soon. The deed was written by Mr. Ed. C. Riddick, who was selected as trustee by said Levi Reed himself, & it was duly executed. After this, in 1860 on the 24 day of December at Cypress Chapel. (Public hiring day), Mr. Henry Smith came on the ground & Levi Reed came to me & said that Mr. Smith has come & I want you to attend to the settling of that note, which Mr. Voight holds against Mr. Smith, I said I dont know the man. He says he will bring him to you, She did so, when Mr. Voight was called up Tony son (Beverly), said Levi Reed & his son & probably others were present & the note of $450 was produced by John Voight & the money paid by Mr. Smith & the note taken in, the money being counted out on a table

and, I think, received by my son Beverley. I never put my hands on the money at all. Mr. Voight held the said Band as a pledge for the debt of $133. which Levi Reed owed him. The $133. was paid to Mr. Voight and I think, by me, in the presence of myself, the said Smith, the said Levi Reed & Mr. Voight. Levi Reed said he had other debts to pay with the rest of the money, among them a note to Mr Borland Riddick of $75 to which Mr. Voight was security. ~~Mr. Voight then said~~ & the money to pay the same was taken by said Levi Reed to pay to said Borland Riddick, to take in the note to which Voight was security, namely, of $75. the note to be placed in my hands for Mr. Voight when paid. In a few days Levi Reed brought the said note to me & I gave it to Mr. Voight. No part of the money paid by said Smith on the day referred to, was received by me in payment of the note to Harrell which I had paid off, nor the debt of $139.75 due me by the said Levi Reed. ~~He~~ the said Levi came to my house

on the 2nd. of August 1869 saying that he had just returned from Mr. Wrights where he had been to pay him some money, as he said, which Mr. Wright, he also said, refused to take, and that he would pay me the interest on three notes. I held against him, which he did, in the presence of my son Beverley P. who made the calculation, two only of which debts are named in said deed of trust, the other I still hold unpaid Frequently since then said Levi Reed has promised to make some arrangements to pay the debts due me but has never done so.

Cross-examined by Plaintiffs attorney.

Q. Is not Levi Reed an illiterate man has he not Relied entirely upon you to transact the business between himself & yourself?

A. He is an illiterate man * but did not rely upon me to transact his business between himself & myself, He did rely upon Ed. C. Riddick as to the execution of the deed of trust referred to & the Bond also.

Q. Did you or Mr. Riddick explain the deed of trust to him & the nature of the debts secured thereby?

A. Mr. Riddick did, & ~~said~~ Levi ~~was~~ seemed perfectly satisfied.

Q. Why did you not require his wife to join in the deed of trust?

A. Because it was not customary & no one said any thing about it.

Q. Did you see any portion of the money paid by Smith received by Levi Reed himself?

A. Yes, ~~I~~

Q. By whom was it handed Levi Reed

A. It was counted out on the table & from there taken up by Levi Reed himself.

And this deponent sayeth nothing more further than this.

Saml. V. Baker.

John T. Voights affidavit taken 6th. Dec. 1872 is here received as evidence in this case

Q. By Plaintiffs.

State what connexion Mr. Saml. Baker had with the collection of the note of $450

A. None at all; but he was present when the money was counted first by Mr. Smith & then by Beverley Baker.

Q. You have stated that Smith paid the note of $136 and all other claims to which you were sworn, who received the claims or receipts therefor?

A. Out of the money paid by Smith I received $142,08 being my debt & interest, also the note to Borland Riddick for $75 was paid & also $100. due to Mr. Barnes, with interest on all each.

Q. Do you affirm positively that Mr. Samuel Baker received no part of this money paid by Smith?

A. He received mine while I was present.

And further than this, this deponent sayeth not.

~~John T. Wright~~

John T. Wright

Beverley P. Baker being sworn deposes and says as ~~John~~ set forth in his affidavit annexed, which

the parties agree may be used as evidence, and he also says:—

That I do not recollect that I was present at Cypress Chapel, when Smith settled his notes, but circumstances indicate that I was, as calculations on Bonds paid to Wright shew as they were in my hand writing, while an injunction was pending in a suit between Levi Reed and John T. Wright, Levi saw me & said that as my father Samuel Baker had not pushed him, he intended to pay him.

And this deponent further thinks saith not.

B. P. Baker

Virginia
Nansemond County to wit:

I, Wilbur J. Killy, a Notary Public in and for said County in said State, do certify that the foregoing depositions were taken on the day, and at the time and place, mentioned in the caption thereto, and otherwise in accordance with said caption. Given under my hand this 15th, day of February 1873.

Wilbur J. Killy, Notary Public

Notary's fee $5.00

Levi Read

v. } Defts. ~~Affidavits~~ Depn.

Samuel Baker & als.

Received and filed 27
March 1873
W. C. Gilmore

To Samuel Baker et als

TAKE NOTICE, That I shall proceed on the 15th day of Feb. 1873 and between the rising and setting of the sun, at the Office of Jno R Kelly, Suffolk Va

to take the deposition of John White, Riddick Reed, Dempsey Reed Jesse Langston, Bolling White, Mary E Eliza Reed & Amelia Ann Reed

to be read as evidence in the suit now depending on the Chy side of the Circuit Court of Nansemond County

in which 2 plaintiff and Saml. Baker et als defendants. And, if from any cause, the said deposition shall not be taken, or being begun, should not be concluded at the time and place above named, the same will be taken, or the taking continued, at such other time and place as may then be appointed,—adjourning from time to time, and from place to place, as often as may be necessary.

Levi Reed
per Atty

Acknowledge receipt
John R Kelly
for Dolly.

17

(WITNESS SUBPŒNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON John White, Riddick Reed, Dempsey Reed, Jesse Langston, Bolling White, Mary Eliza Reed, and Amelia Ann Reed

to appear before ~~the Judge~~ W. L. Kilby, a Notary Public at his office ~~COURT OF NANSEMOND COUNTY, at the Court House of~~ in said County, on the 15th day of Feb, next, to testify and the truth to say on behalf of

Levi Reed, plaintiff

in a certain matter of controversy in our said Court, depending and undetermined between the said Levi Reed, plaintiff, and Samuel Baker and others, defendants

And this the witness shall in no wise omit under the penalty of $100 each: and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his Office, this 30th day of January 1873, in the 97th year of the Commonwealth.

W. E. Cohoon

Clerk of the Court.

Executed Feby 10th 1873

W H Eley

Sheriff

Richard's Real Estate

Depositions, —

Taken, per the annexed notice, on the 15th. day of February 1873, ~~on the part of the Plaintiff~~ in the case of ~~in the case of~~ Levi Reed v. Samuel Baker and others, before Wilbur J. Kilby, a Notary Public in and for Nansemond County, Virginia, at his office in Suffolk, Virginia.

Andrew J. Raby being sworn deposes & says:

Question. — Do you know the parties to the aforesaid suit?

Answer. — I do.

Q. — Did you collect on or about the 4th of March 1861 two notes executed by Levi Reed respectively for $40. & $50. — and if so, from whom?

A. — I did collect the two said notes, and my impression is, from Levi Reed, because I know of nothing to the contrary.

Q. — To whom were the said notes due?

A. To John T. Voight.

Q. — State the date of the said notes;

A. — The one for $40, is dated 27. February 1860, and the one for $50. the 27 February 1860,

Cross-examined by J.K. Kilby, attorney for the defendants.

(over)

Q. – In what capacity did you collect the above named notes of Levi Reed & who placed the same in your hands?

A. – In the capacity of constable, ~~for capias~~ and I think that John T. Voight placed them in my hands for collection

Q. Did you collect the said Bonds, and if so, of whom, & to whom did you pay the money?

A. I did collect them, of Levi Reed, is my impression, and I paid them to John T. Voight.

Q. Did said Reed pay the said Bonds in money or merely consolodate them into a new Bond?

A. He paid them in money, is my impression.

Further than this, this deponant sayeth not.

A. L. Raby

Levi Reed being sworn deposes and answers as follows to the following questions:

Q. Are you a party to the aforesaid suit?

A. I am the plaintiff in the same,

Q. Did you execute a deed of trust on

The defendants attorney objects to so much of Levi Rice's testimony as the same is intended to contradict the deed of trust referred to.

the 18th. of December 1860. to secure to Samuel Baker certain debts, and if so, State all the facts connected therewith?

A. I did execute a deed of trust to Samuel Baker, to secure him, in the months of November 1860, with E. C. Riddick as trustee. for $100, which I borrowed from John Wesley Harrell, Samuel Baker being security. Before this time I was warranted, (or after this time), by John T. Wright and Richard F. Barnes for $90, which I paid. In the same year (1860) Samuel Baker collected Of Henry Smith $450.$^{00}/_{100}$ due ~~him~~ myself to pay off the Bonds due under the said deed of trust. Mr. Smith owed me the money for the hire of my boys, who worked with him in getting turpentine.

Q. Can you read or write?

A. No Sir. I can do neither.

Cross-examined by J. R. Killy attorney for the defendants.

Q. How much did you owe Samuel Baker at the time the deed of trust was executed?

A. I think that I owed him $20. on a store account, and $100. to John W.

Harrell to which Samuel Baker was security

Q. Did you owe Samuel Baker $139.75 at the time the deed of trust aforesaid was made?

A. No I did not.

Q. Did you owe John T. Voight any money how much & was he security for you & to whom when the deed of trust was made?

A. I did owe John T. Voight $133.37½ he was security for me for $75. to Thomas B. Riddick, when the deed was made.

Q When and where did said Henry Smith pay the $450. & who were present?

A. It was paid about Christmas 1860 at Cypress Chapel and Riddick Reed, James Langston, Jesse Langston and Dempsey Reed were present at that time, and John T. Voight & Samuel Baker & Beverley Baker were there also, as I heard, being absent myself

Q. State how the $450 received of Henry Smith was paid out & to whom & how much to each; and who paid it out?

A. I cannot say as I was not present.

Q. After the above settlement took place did you receive any portion of the $450. above referred to, and, if so, from whom?

A. I received no part of it.

Q. Did you on the 2nd. of August 1869 pay to Samuel Baker the interest on the Bond due John W. Harrell, which Samuel Baker had paid off and then held?

A. I did pay the interest on said Bond.

Q. Did you on the 2nd. of August 1869 pay to said Samuel Baker the interest for one year on a Bond due by you to him for $139,75?

A. I did not, having never given him a Bond for that amount.

And further than this, this deponent sayeth not.

his
Levi X Reed
mark.

Riddick Reed being sworn deposes and answers as follows to the following questions:

Q. Do you know the parties to the aforesaid suit?

A. Yes. I do.

Q. State all the facts connected with a deed of trust executed on 18th, December 1860 by Levi Reed to Ed. C. Riddick trustee;

A. The deed referred to was made for Mr. Baker's benefit to secure $100 due Mr. Baker

Q. Did Levi Reed deposit with Samuel Baker a note due him by Henry Smith for collection: if so did he collect the same & when, and how was it to be appropriated?

A. Mr. John T. Voight held the note until the money was paid at Cypress Chapel and then gave the same to Samuel Baker who re-received the money, in January 1861, & was to pay $133. to John T. Voight, ~~& Was~~ I don't know what he did with the rest.

Q What did Levi Reed tell Mr. Baker to do with the rest of the money.

A. I don't know.

Cross-examined by defendants attorney,

Q. Where were you during the year 1860:

A. I was in South Carolina working in turpentine with Mr. Smith.

Q. When did you return home for that year?

A. Day before Christmas 1860

Q. Were you present when the deed of trust was executed by your father Levi Reed to Ed. C. Riddick trustee for the benefit of Samuel Baker?

A. I was not present.

Q. How then did you know that the said deed was made to secure to Samuel Baker $100 two more?

A. My father (Levi Reed) wrote to Mr. Smith saying what he had done.

Q. Then you know nothing ~~nothing~~ of the deed except what you heard from your father?

A. I did not.

Q. How did you know that Mr Wright held the bond of Henry Smith for $450 as above named as you have stated?

A. ~~Ethan~~ My father wrote me about the month of October 1860, that he fixed it with Mr. Wright.

Q State if you can how the $450 aforesaid was paid out & to whom &

by witness Sworn.

A. I dont know how it was paid out, except $133 which I saw paid to Mr. Wright by Mr. Baker ~~about~~ Christmas at Cypress Chapel after the first day of January 1861

Q. Did you request Mr. Baker at any time to let you build a house on the land conveyed by the deed of trust above referred to & did you do so;

A. I never did, but asked him how the deed of trust stood.

~~Re~~ Direct examination resumed by Plaintiffs attorney.

Q. Did I understand you to say in answer to a previous question that you saw Mr. Wright with the note of $450 in his possession in January 1861;

A. I did see him with the note. And this deponent sayeth not further than this. his
Riddick X Reed.
mark

James Langston being sworn deposes and answers as follows;

Q. Do you know the parties to the afore-

said suit?
A. I do.
Q. State whether or no Levi Reed directed Mr. Baker to collect a note due him (Levi Reed) by Henry Smith amounting to $450?
A. I cant say that he gave any such direction.
Q. State what you know of the collection of the note for $450 by Mr. Baker, due Levi Reed by Henry Smith?
A. In 1860 Dec. 26th, I was in the presence, at Cypress Chapel, of Mr. Baker, Mr. Voight, Mr. Baker's son Berkley and Dempsey Reed & Riddick Reed, and I saw Mr. Smith count out $450 & I saw Mr. Baker's son Berkley recount it, and it was then handed to Samuel Baker: but I cant say what Mr. Baker did with the money.
And further than this, this deponent sayeth not.
his
James X Langston.
mark

(over)

Virginia

Nansemond County, to wit.

I, Willis J. Kilby a Notary Public in and for said County in said State, do certify that the foregoing depositions were taken at the time and place mentioned in the Caption thereto, and otherwise in accordance with said Caption, and the notice also hereunto annexed.

Given under my hand this 15th. day of February 1873.

Willis J. Kilby, Notary Public

Notary's fee $5.00

Levi Read

v. } Plts, depos. ~~Affidavits~~

Samuel Baker & als.

Received replied 2 March 1873

W E Cochoon c

SUFFOLK ADVERTISEMENTS.

TRUSTEE'S SALE OF LAND.—By virtue of a deed of trust executed by Levi Reed for the benefit of Samuel Baker, I shall proceed to sell, at Leesville, in Nansemond county, on

SATURDAY, November 15th, 1872,

the aforesaid land, described in said deed as containing 100 ACRES, more or less, and bounded on the north by the lands of W. H. Smith, on the south by the land of Jas. Reed, on the east by the lands of Edwin Duke and Wm. Rawls, and on the west by the lands of Stephen Rawls and Sipe Hare. Terms cash.

oc25 E C. RIDDICK, Trustee.

TRUSTEE'S SALE OF LAND.—By virtue of a deed of trust executed by Levi Reed for the benefit of Samuel Baker, I shall proceed to sell, at Leesville, in Nansemond county, on

SATURDAY, November 15th, 1872,

the aforesaid land, described in said deed as containing 100 ACRES, more or less, and bounded on the north by the lands of W. H. Smith, on the south by the land of Jas. Reed, on the east by the lands of Edwin Duke and Wm. Rawls, and on the west by the lands of Stephen Rawls and Sipe Hare. Terms cash.

E C. RIDDICK, Trustee.

Rud
3

Baker

Exhibit

No 2

Levi Read

v

Saml Baker &al

This cause came on this day to be heard on the Complainants Bill taken for confessed as to the Defts. E. C. Riddick on whom proces had been duly executed and he still failing to appear & make defence; & on the said Bill & exhibits filed therewith & on answer of the Defts. Saml Baker and exhibits filed therewith, & on publication thereof & on examination of witnesses, and was argued by Counsel. On consideration whereof the Court doth adjudge order & decree that the injunction granted in this cause be dissolved and the plaintiffs bill dismissed, and order that the plaintiff pay to the Defendant his costs expended herein in his defence.

Read
v
Baker &c.

1873
apeal. &
Decree & Certificate
Rep. issued

Entered
Field

The answer of Saml Baker, to a Bill in Chancery exhibited in the County Court of Nansemond County by Levi. Reed

This Respondent says, in answer to said bill, that it is true that on the 18th December 1860, the said Levi Reed executed a Deed of Trust to E. C. Riddick as trustee in a Deed of Trust conveying the Land as named in said Deed. To secure the following debts, to wit: to John W. Hancock the sum of $100. due by Bond dated the 15 Sep. 1860 and payable on demand and to which your respondent is surety: To Jno. J. Wright (or Wright) $139. due by Bond dated the 7th Dec. 1860 & payable on demand (but which date is incorrectly stated in said Deed, it should have been Nov. or Dec. 1859) — To your Respondent $139.75, dated the 15th Dec 1860. & payable on demand —

Your Respondent denies emphatically that Levi Reed or any one else ever deposited with him the Bond of Henry Smith for $450 or the Bond of any one else, for collection or as collateral or for any purpose — That he has understood such a Bond was deposited by said Levi Reed with the said Jno. J. Wright to secure him — That on the 26th

day of Dec 1860, at Cypress Chapel in said County, being then a public hiring out day your Complainant met said Smith who was a stranger to him, also said Voight, said Levi. Mr Beverly P. Baker & Levi's three sons, & in the presence of all, the said Smith paid to said Voight, who held the said Smith's note as aforesaid, the amount due said Voight of $139. & all interest & some other claims in which said Voight was concerned, all making some $350, and the Balance was paid by said Smith to said Levi — Not one dollar, nor any amount whatever was paid to your Complainant — That thus matters remained from some time while the Sale was was going on, then your Respondent paid to said Mr. W. Harree the amount due him by said Levi, & to which your Respondent was security, and that on the 2d. Aug 1869, the said Levi called on your respondent & paid one years Interest on each of said Bonds, in the presence of Mr Beverly P. Baker, & which amounts were credited on said Bonds — So that the said Levi Reed has not, nor any one else for him, ~~has~~ paid, to your Respondent one cent on said claims, except the Interest for one

year as aforesaid, and that your respondent never heard of such pretence as that said debt had been paid tiee the filing of said Bill

That the said Levi Reed having failed to pay your Respondent the debt due him secured in said Deed, as also the said debt due to Jno W. Hance, which your Complainant had paid now holds, he ordered the said E. C. Reddish to advertise & sell the land conveyed by said Deed, & from doing which he has been enjoined by proceedings herein —

Your Respondent says that having paid to Jno. W. Hance the said Bond due by said Reed to which he was surety, he is entitled to all the security & benefit the Deed of Trust aforesaid provides for the said debt —

That the debts aforesaid were contracted & were due before the adoption of the present Constitution of Virginia, & hence the said Levi Reed is not entitled to any Homestead exemption as against said debts, especially as the same are also secured by deed of Trust duly recorded.

Your Respondent files herewith the said Bond as part of this Bill

you Complainant prays that said Injunction may be dissolved and said suit dismissed, and in support of the statements now made by you Respondent, he files herewith the affidavits of Hon. J. Wright, Benj. P. Baker.

and your Respondent will ever pray &c.

Samuel Baker

Sworn to before me this 6th. day of December 1872.

Wilbur J. Kilby
Notary Public.

Baker
ats
Reed.
Answer of
Saml Baker

8 Dec 1872

To

The Hon. Geo. Blow, Judge of the Circuit Court of Nansemond County:-

Levi Reed

vs

Samuel Baker and E. C. Riddick, Trustee

Humbly complaining sheweth unto your Honor, your complainant-Levi Reed, of the County of Nansemond in the State of Virginia: That on the 18th day of December 1860, your complainant executed to E. C. Riddick as Trustee a deed of trust conveying certain property described as follows: a piece or parcel of land containing one hundred acres more or less, lying and being in the county of Nansemond in the State of Virginia, and bounded as follows: on the North by the lands of Wm H. Smith, on the South by the lands of Jane Reed, on the East by the lands of Edwin Duke's Estate, and William Rawls and West by the lands of wife of Hare: In trust- to secure the payment of the following debts to wit: a bond due by said Levi Reed to John W. Stanell for the sum of one hundred dollars, dated the 15th Sept. 1860 and payable on demand, and to which Samuel Baker is security; a bond due by said Levi Reed to John T. Wright- for one hundred and thirty six dollars dated the 7th day of December

1860 and payable on demand, and a bond due by said Levi Reed to Samuel Baker for one hundred and thirty nine dollars and seventy five cents dated the 15th day of December 1860 and payable on demand, a copy of said deed being herewith filed, marked Exh 4 and prayed to be considered as a part of this bill. That after the execution of the said deed, sometime during the year 1861 or thereabouts, your complainant deposited for collection with the said Saml. Baker a certain bond executed by one Henry Smith, said bond and interest amounting to some $450 or thereabouts: That said bond was deposited with the said Saml Baker, for collection and when collected was to be appropriated by him to the payment of the debts secured by said deed: That said Saml Baker, as your complainant has been informed and verily believes, collected said bond, and in fact, did pay off said debt in said deed secured to Jno. D. Wright; the remaining debts secured being due to the said Saml. Baker, your complainant charges that the same have been fully paid and satisfied, by said amount in his hands, (proceeds of said bond of Henry Smith). Your complainant further shews that notwithstanding said payment and settlement of said debts secured, that the

said E. L. Riddick, Trustee has advertised the said property secured for sale at public auction on the 15th " day of November 1872, as will appear by reference to copy of advertisement published in "The Christian Sun" hereunto filed marked No 2 and prayed to be considered a part of this bill. All of which actings and doings are contrary to equity and good conscience and tend to the manifest wrong and injury of your orator

In tender consideration whereof and forasmuch as your orator is remediless in the premises, without the aid and intervention of a Court of equity, where matters of this sort are properly cognizable and alone relievable. To the end therefore that justice may be done in the premises, your orator prays that the said Saml. Baker and the said E. L. Riddick (Trustee) may be made parties defendants to this bill, and may upon their several corporal oaths answer the same: That an injunction may be granted restraining the said Saml. Baker and the said E. L. Riddick (Trustee) from further proceeding in the premises — and particularly enjoining and restraining the said E. L. Riddick (Trustee) from making sale of said property conveyed by said deed of 18th Dec. 1860, until

said matters can be fully enquired into—
And your orator as in duty
bound will ever pray— his
Levi X Reed
mark

Attest:
C. W. Mundaugh
John R. Whitby

State of Virginia
City of Portsmouth to wit:

I, C. W. Mundaugh, a Notary Public for the Corporation of Portsmouth, in the State of Virginia, do certify that Levi Reed this day personally appeared before me, in my City aforesaid, and made oath, that the facts set forth in the foregoing Bill, were true and correct to the best of his knowledge & belief.

Given under my hand this 9th day of November 1872

C. W. Mundaugh
Notary Public

In the Circuit Court of Rensselaer County

Levi Read . Plff
"
Sam'l Baker + E. G. Riddick trustees Defts } Injunction

Notes of Proceedings

1872 Nov 13. Bill filed, Bond Executed + Subs. ap-
ipved to Dec. Rules 1872

1872 Dec Rules Subs Cy inserted + sworn to

1873 Jan Rules. Bill p.c. + answer set for hearing

Chy Notes

Costs

Clk — — $2.20
Atty — 15.00
Sh'ff — 5.04
$22.24

Lis Pend — — — — — — —

Injunction Papers

Samuel Baker & E. C. Rockwell

1873 Apl 14

Final decree