

1906-004  
Norismond Co (Suffolk)

Chancery Causes: Riddick Banes Jr vs Raleigh Jones

R w Withers pg.  
Riddick Banes Jr.  
W } In Chancery  
Raleigh Jones.

1906  
October 8th  
Final  
Decree

1906 Aug 20th Decree made & set  
for hearing

Costs  
Clerk -- \$4.98  
Tax 1.50  
Shff 1.00  
auty- 15.00  

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\$22.48

Injunction Order.

On motion of the complainant, by counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain the defendant his attorneys, agents, servants and employees or any one over whom he has control, from encroaching or trespassing upon the lands of Riddick Banes, Junior, situated in Cypress District, Nansemond County, Virginia, bounded by the lands of Simon Savage, Jethro Green, P. F. Duke and the estate of Miles Rountree, deceased, or that which was theirs, containing seventy one (71) acres, more or less, and upon which Riddick Banes senior resided, or any part thereof; also restraining him, his attorneys, agents, servants or employees, or any one over whom they have control, from severing, felling or cutting any standing trees or timber, or removing, hauling or carrying away any trees, logs, lumber or timber on or off the lands of Riddick Banes, Junior as above described.

But before this injunction is to take effect, the said Riddick Banes Junior, or some one for him, shall enter into and acknowledge bond, with security deemed sufficient by the Clerk of this court in the penalty of \$500. and conditioned to pay all such costs as may be awarded against him, and all such damages as may be incurred, in case this injunction shall be dissolved.

*A copy of*  
*Teste: R R Smith Clerk*  
*By A P Gomer Deputy*

*I A P Gomer Deputy Clerk of the Circuit Court for the County of Nansemond do hereby certify that the bond required by the above injunction has been given with security deemed sufficient by me: R R Smith Clerk*  
*By A P Gomer Deputy*

I have this 21<sup>st</sup> day of July 1906, executed  
the within injunction order by delivering  
a true copy thereof to the within sejoined  
defendant Raleigh Jones, in person, in  
my county of Nausemond.

A. H. Baker Shff  
By R. E. Naylor Depth

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*Raleigh Jones*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the *First* Monday in *August 1906*, to answer

*a* Bill in Chancery, exhibited against *him* in the said Court by *Riddick Banes Jr.*

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this *20th* day of *July*, 190*6*, in the 13/*th* year of the Commonwealth.

A copy—Teste :

, CLERK. }

Teste :

*R. R. Smith*, CLERK.  
*By A. Plesomey deputy*

I have this 21<sup>st</sup> day of July 1906, executed the within process by delivering a true copy thereof to the within named defendant Ralligh Jones, in person, in my county of ~~Richmond~~ Nansemond

Attest: J. H. Baker, Clerk  
By V. E. H. Ludwell

R. M. Withers, p. q.

Riddick Barnes Jr.

VS.

IN CHANCERY.

Ralligh Jones.

1906

August Rules.

Monday.

NANSEMOND CIRCUIT COURT.

Process Book No.-----

Page-----

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

July 20th, 1906.

RIDDICK BANES, JR.. . . . .Complainant.

vs. In Chancery.

RALEIGH JONES. . . . .Defendant.

MEMORANDUM.

To R. R. Smith, Clerk.

Issue process for complainant vs. defendant  
to answer bill in Chancery. Returnable first August  
Rules, 1906.

*Say \$1.50 paid*

*Robt. H. Withers,*  
*P. V.*

Memorandum

July 11, 1891  
To the Hon. Secy. of the Interior  
Washington, D.C.

Dear Sir:  
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the proposed purchase of the land in the State of California, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

Very respectfully,  
Your obedient servant,  
J. M. Smith

Know All Men by These Presents,

That we,

*Riddick Banes Jr. and the Virginia Safe Deposit and Trust Company*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of

*Five Hundred*

DOLLARS,

to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said State.

~~Sealed with our seals, and dated this~~ day of ~~in the year~~  
~~of our Lord one thousand nine hundred and~~, and in the ~~year of~~  
~~the Commonwealth.~~

In Testimony Whereof, the said *Riddick Banes Jr* has  
hereto set his hand and seal, and the said *Virginia Safe Deposit and Trust Company*  
*by W M Halliwell its attorney in fact* has caused its corporate name to be hereto signed, and its  
corporate seal to be hereto affixed, this *20th* day of *July* in the year of our  
Lord, one thousand nine hundred and *Six*, and in the *131<sup>st</sup>/<sub>4</sub>* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~if the above bond~~  
*a decree of the Circuit Court for the County of Nansemond*  
*pronounced this the 20th day of July 1906 in the Chancery Cause*  
*pending in said Court between Riddick Banes Jr. Complainant*  
*and Raleigh Jones Defendant it was adjudged ordered and*  
*decreed that <sup>an</sup> injunction is this day awarded against*  
*the defendant Raleigh Jones in a bill in Chancery filed in*  
*the Circuit Court in vacation, to restrain and prohibit the said*  
*Raleigh Jones his attorneys agents, servants or employees or any*  
*one over whom they may have control from severing felling or*  
*cutting any standing trees or timber, or removing hauling or car-*  
*rying away any trees, logs, lumber, or timber on or off the lands of*  
*Riddick Banes Junior as above described. But before this injunction*  
*is to take effect the said Riddick Banes Junior or some one for him*  
*shall enter into and acknowledge a bond with security deemed suffi-*  
*cient by the Clerk of this Court in the penalty of \$500, and conditioned*  
*to pay all such damages as may be incurred in case this*  
*injunction shall be dissolved,*

*Riddick Banes Jr*

SEAL

*W M Halliwell Attorney*

SEAL

*in fact for the Safe Deposit*

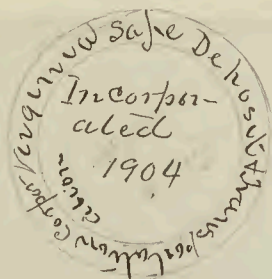
SEAL

*Trust Corporation of*

SEAL

*Alexandria Va*

SEAL



VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County, on the *20th* day  
of *July*, 190*6*:

The above bond was executed and acknowledged before me by the obligors to the same  
(~~the said~~ ~~justifying~~) and ordered to be recorded.

Teste:

*A B Somers D.C.*

Riddick Barnes Jr

To Injunction Bond

The Commonwealth.

1906

July 20th,

Recorded in Official  
Bond Book No 1 Page 487

A copy

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

In Vacation, July 20th, 1906.

RIDDICK BANES, JR.

vs. | In Chancery

RALEIGH JONES

INJUNCTION ORDER.

On motion of the complainant, by counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain the defendant his attorneys, agents, servants and employees or any one over whom he has control, from encroaching or trespassing upon the lands of Riddick Banes, junior, situated in Cypress District, Nansemond County, Virginia, bounded by the lands of Simon Savage, Jethro Green, P. F. Duke and the estate of Miles Rountree, deceased, or that which was theirs, containing seventy one (71) acres, more or less, and upon which Riddick Banes, senior, resided, or any part thereof; also restraining him, his attorneys, agents, servants or employees, or any one over whom they have control, from severing, felling or cutting any standing trees or timber, or removing, hauling or carrying away any trees, logs, lumber, or timber on or off the lands of Riddick Banes, junior, as above described.

But before this injunction is to take effect, the said Riddick Banes, junior, or some one for him, shall enter into and acknowledge bond, with security deemed

sufficient by the Clerk of this court in the penalty of  
\$ 500. — , and conditioned to pay all such costs  
as may be awarded against him, and all such damages as may  
be incurred, in case this injunction shall be dissolved.

Robert R. Dentist

To the Clerk of the Circuit Court of Nansemond County.

Enter July 20, 1906  
Wm H C. Perkins

Entered in Chancery  
Order Book No 4  
Page 79.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

October Term, 1906.

RIDDICK BANES , JR.....Complainant.

vs.

RALEIGH JONES.....Defendant.

DECREE.

On motion of the complainant this suit is dismissed and the  
injunction heretofore issued herein is dissolved.

Riddick Banes  
vs } Chancery  
Raleigh Jones

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Enter Oct. 8, 1906  
Robert J. Bantis

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Entered in Chancery  
Clerk Book No. 4. Page 88.

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IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

In Vacation, July 19th, 1906.

RIDDICK BANES, JR.....Complainant.  
vs.     Injunction.  
RALEIGH JONES.....Defendant.

TO HONORABLE ROBERT R. PRENTIS, JUDGE.

Humbly complaining, your orator Riddick Banes, Jr., of Nansemond County, sheweth unto your honor the following facts.

On the 2nd day of April, 1890, Riddick Banes, Senior, sold and conveyed to your orator a tract of land and the appurtenances thereof lying and being in Cypress Magisterial District of Nansemond County, Virginia, bounded by the lands of Simon Savage, Jethro Green, P. F. Duke and the estate of Miles Rountree, deceased; said tract containing seventy one (71) acres, more or less, and upon which the said Riddick Banes, Senior, then resided. Said deed of conveyance was duly recorded in Deed Book 23, page 520, in Nansemond County Court Clerk's Office on April 2nd, 1890. Your orator has owned said land since April 2nd, 1890, and is still the fee simple owner thereof with all its fixtures and appurtenances.

Your orator avers that Riddick Banes, senior, by reason of his extreme old age the diseases incident thereto and lack of any education whatsoever, for a long

time prior to his death, which occurred July 7th, 1906, was non compos mentis and that his childish mental condition was generally known by all the people in the neighborhood in which he lived.

On November 30th, 1905, while your orator, the natural guardian and protector of his father, the said Riddick Banes, senior, was absent from him, one Raleigh Jones, the defendant, procured a writing, or contract of sale, from the said Riddick Banes, senior, purporting to sell all the standing timber upon the land of your orator above described; the said Jones paying to Riddick Banes, senior, the paltry sum of Twenty-five (\$25.00) Dollars therefor. That recently your orator learned of this transaction and immediately notified the said Jones that said supposed contract conveyed no interest whatsoever in said land or standing timber, since the said supposed grantor therein was not possessed of any title or estate therein. Yet the said defendant, well knowing that he had no title or estate in said land or timber, and well knowing that said land and timber were owned by your orator, and despite repeated notices and warnings, the said Jones, on the day of July, 1906, and many times since, went upon said land, against the will of your orator, the true owner thereof, and cut, felled and carried away trees and timber of great value, to-wit, of the value of Two Hundred (\$200.00) Dollars, and bore down and destroyed much undergrowth and fences and and cut up the soil and land of your orator. That later, to-wit, on the 16th day of July, 1906, your orator ordered

the said Jones to move from said land and to refrain from further cutting said timber, to which the said Jones then and there replied, in effect, that he expected to cut and remove every tree on said farm, and since that time has not only continued to cut said timber but has actually doubled his force of hands at said work and threatens bodily hurt to your orator if he interferes with said work. Your orator is utterly helpless to protect his own property, and unless a court of equity enjoins these repeated trespasses he will be deprived of all of his woodland on said farm.

Your orator charges that said Jones is insolvent and that a judgment against him would not probably be satisfied; that irreparable injury is threatened against his property and that the trespasses of said Jones are wilful and without color of claim; that said Jones knows that he has no title or estate in said timber and that he procured said contract of sale from said Riddick Banes, senior, by fraud, well knowing that said Banes, senior, was incompetent to make a valid contract; that said defendant, is cutting and intends to cut all or as much of said timber as possible before he can be stopped *by* your honors injunction and take chances on escaping the payment to your orator of just compensation therefor.

In tender consideration whereof and for as much as your orator is remediless in the premises save in a court of equity, your complainant prays that ~~the~~ Raleigh Jones may be made a party defendant to the bill and required to answer the same, though not under oath, the same being expressly waived; that Raleigh Jones, his attorneys, agents,

servants and employees be enjoined and restrained from entering upon the land of your orator above described or cutting or removing timber already cut therefrom; that a decree be entered against said defendant with the force and effect of a judgment awarding your orator compensation for the timber cut and removed or destroyed by said defendant and an additional sum by way of punishment to the defendant for his wilful and wonton trespasses as aforesaid; that proper process issue and that all such other, further and general relief may be granted your orator as the case may require or to equity seems meet.

And your orator will ever pray, etc.

*Robt. H. Withers, J. C.*  
Virginia,

Nansemond County, To-wit:

*Riddick X Banes Jr*

Riddick Banes, Jr., the complainant named in the above bill, being duly sworn, says that the facts and allegations therein contained are true.

*Riddick X Banes Jr*

Sworn to and subscribed before me, <sup>*Robt H Withers a Comm in Chancery*</sup> ~~Thoma King~~, a Notary Public, in and for the County and State aforesaid this 20th day of July, 1906.

*Robt H Withers* ~~N. P.~~  
*Comm in Chy.*

~~My commission expires November 5th, 1908.~~

Riddick Banes, jr

v.

Raleigh Jones

Bill

ROBT. W. WITHERS,

ATTORNEY AT LAW.

SUFFOLK, VA.

PRACTICING IN ALL COURTS IN  
FIRST JUDICIAL CIRCUIT.

JEWELL & COMPANY, PHILADELPHIA.

Riddick Baines  
vs In Chancery  
Raleigh Jones

1906 July 20th. Process issued returnable to  
August Rules first Monday

" Aug 6th. Process returned executed on  
defendant.

Bill filed and Decree nisi  
against him.

" " 20th Decree nisi confirmed and  
cause set for hearing.

Chancery Notes