1875-024
Nansemond Co. (Suffolk)

Chancery Causes: Henry J. Raby vs John T. Voight etc

Riddick, Baker, Green, Johnson, Griffin, Barnes, Knight, Parker, Saunders, Rogers, Skinner, Dunford

Oversized:
Plat

Box 2

Will: 1829, James Raby, Nansemond Co.

Note: Final decree not found with cause when processed 12/01.

(WITNESS SUBPŒNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Henry J. Roby, Thomas M Roby, Beverly P Baker Jethro Green, Edwin Saunders and Ele Riddick at the office of Jno R Nulty in the town of Suffolk in to appear ~~before the Judge~~ ~~COURT OF NANSEMOND COUNTY, at the Court House of~~ said County, on the 10 day of March next, to testify and the truth to say on behalf of H J. Roby

in a certain matter of controversy in our said Court, depending and undetermined between said H J Roby pltff and Jno T. Wright et al defts

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 18 day of Feby 1874, in the 98 year of the Commonwealth.

Test W E Cohoon *Clerk of the Court.*

Henry J Raby & als

To { Summons & copies
at. Jno R Kelly. Offm

March 10th 1874.

(WITNESS SUBPŒNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Henry J Raly Thomas M Raly Beverly P Baths Sithio Green, Edwin Saunders and E C Riddick

at the Offic of Jno R Kelly in the Town of Suffolk in

to appear ~~before the Judge~~ COURT OF NANSEMOND COUNTY, at the Court House of said County, on the 10th day of March ~~next, to testify and the truth to say on behalf of~~

A. J. Raly

in a certain matter of controversy in our said Court, depending and undetermined between Said A J Raly pltff and Jno S. Wright & al defts.

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 18 day of Feb 1874, in the 98th year of the Commonwealth.

Testi

W E Cohoon *Clerk of the Court.*

H. J. Raby

vs J. Sch—

Jno S. Douglass et al

Feb 1865—

The Commonwealth of Virginia,

To the Sheriff of Nansemond County--Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON John T. Voight to Jesse Dunford, Edward C Riddick and Thomas W Raby

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 July next, to answer a Bill in Chancery, exhibited against them in the said Court, by Henry Summerson Raby

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this 26th day of June 1873, in the 97 year of the Commonwealth.

Willis E Cohoon *Clerk of the Court.*

Executed July 2nd 1873 by delivering a copy to John T Voight Jesse Dunford. Edward L Riddick and Thomas M Roby (each)

W H Ely Shff.

July 4th 80

6 m ck

Henry Jammeson Raby

vs

Alpha Raby

John T. Voyght et al

Fy duly Rules 1873

P.B. Lewis Sr

To John I. Voight, Lafe Dumpes, Edward B. Riddick and Roman M. Raby,

Take notice that I shall on the 10th day of February 1894, next, at the office of John R. Kelly, in Suffolk, Nansemond County Virginia between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of Jane Baker _____ and others, to be read as evidence in my behalf, in a certain suit in Chancery, depending in the Circuit Court of Nansemond County, wherein Jane _____ are plaintiffs, and John I. Voight & others, _____ are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully,

Henry J. Raby

To the Sheriff of _____ *County to execute.*

Names of committee

Jno S. Pearce
Wm D Russell
John T Harrell absent
Wm W Knight
Jas. Pearce
Jas. Rountree
Jno R Brinkley
John W Harrell
David Brown
Oliver Harrell
Jas M. Savage
Jacob Byrd

To all whom it may concern,
We the committee appointed by Great Fork Church on Saturday 5th day of December 1874. to adjust a difficultty between Brethren, Henry J. Raby & John T. Voight met on Saturday morning 12th of December 1874 in the woods at or near the line of dispute between those brethren, And we unanimously agreed that from all the proof we can get that the line of dispute between those brethren shall stand as it is. And we see no reason of dispute or difficulty between brethren Raby & Voight. And they Raby & Voight agreed this day to the decision of the committee and signed their names hereto.

Witnesses
John S. Pearce
Jas M Savage
Wm D. Russell
Jas Rountree
Oliver Harrell
Jas H. Pearce
David Brown
Jno M. Harrell of Oliver
Jacob his X mark Byrd
John R. Brinkley
W. W. Knight

Henry his X mark J Raby (Seal)
John T. Voight (Seal)

Copy

Raby
v
Wright
Church
Comm. report.

Depositions taken at the office of John R. Kilby & Son in the Town of Suffolk, Nansemond County, Virginia, on this 23d. day of March 1874 (having been adjourned from the 10th. day of this month) to be read on behalf of the plaintiff in a suit in Chancery depending in the Circuit Court of Nansemond County, wherein Henry L. Raby is plaintiff and John T. Voight and Jesse Dunford, Edward C. Riddick & Thos. Raby, are defendants, — Taken pursuant to the annexed notice.

Edward C. Riddick being duly sworn, deposes and says, in answer to the following questions, as follows:

1st. Q. By J.R. Kilby Plaintiffs attorney:
How old are you, where do you reside and are you acquainted with the Plaintiffs and defendants to this suit?

A. I am nearly 66 years old, I reside in Nansemond County, and I am acquainted with the parties plaintiff and defendant to this suit.

2. Q By same:
Are you the same Edward C. Riddick who on the 8th. of March 1871, conveyed by deed to John T. Voight one of the defendants in this case, a parcel of land, containing thirty five acres, more or less, and as described in deed (Exhibit C) filed herein and if so state the circumstances under which it was executed and what

land it was

A: I am the same Edward C. Riddick that conveyed the said thirty five acres by said deed dated 8 March 1871, and the circumstances are these; I sold Saml. Harrell of James 25 acres of land, I then sold Mr. John T. Voight 10 acres of land, I prepare a deed each for said Harrell and Voight, Mr. Voight sent Mr. Simm Savage with the money to pay me for the 25 acres he bought and to take the deed The amt. sent was $25. I told Mr. Savage that one deed would have answered for both inasmuch as Mr. Voight had bought the 10 acres from Mr. Harrell before I had made a deed to either Harrell or Voight, - whereby $2.50 would have been saved. Savage said he had nothing to do with that, I received the money and he took the deed I had prepared for the 10 acres. After Mr. Savage left, I went to Saml. Baker's deed. I took him with me to Mr. Voight and told Mr. Voight that one deed would have answered for both that he could then send & have the deed stopped before it was recorded and save $2.25. He said he would do so, and did stop the deed, & Mr. Voight had prepared a deed including the 25 acres and the 10 acres for me to sign. When the deed

came to me I refused to signed it because the deed said I sold 35 acres more or less, whereas I sold only 35 acres, Mr. Saml. Baker brought this new deed to me, He was a Magestrate. Mr. Baker said under the circumstances he thought I had better sign it. ~~I told Mr. Baker that I did not~~ as I had ~~given~~ taken Mr. Wright's note for ~~the~~ $25 the price of said 10 acres of land, I told Mr. Baker I would not sign the deed She left me. He remarked that Wright would sue me in the morning if I did not sign it, After Mr. Baker left me, I thought over the matter & not wishing to be sued or bothered by suit, I went and signed it, I bought 50 acres of ~~this same~~ land from Thos. M. Raby of which the said 35 is a part, When I bought the land there was no dispute about the lines, When the war ended, I saw Mr. Henry Raby & said to him I have bought only 50 acres and want no more, but Mr. Raby thought up to the line, to which I had bought there was included more than 50 acres, I told him to have his land run off, as I thought he ought to establish his own lines, This thing went on for 12 months during which time this matter among the lines was talked of, between Henry Raby & myself, The thing was not settled then, He takes Mr. Saml. Baker with him to

my house, Mr Henry, said I, let the line remain to where I had bought to and I shall say no more about the matter, and will give up a debt of some $30 or $40, I wrote a receipt, (nothing more) for the line to remain as it is to give up the debts which Raby owed me. ~~I signed~~ the receipt was signed by Raby, but was witnessed by Daniel Parker & Cary Skinner, If by any others I dont remember, This receipt was not recorded, and I have never seen it since I carried it home, I cannot find it, The receipt as far I recollect read as follows: "An agreement made & entered into by Ed. C. Riddick of the first part & Henry J. Raby of the second part, both parties residing in the County of Nansemond & State of Virginia, that we agree to let the line remain as it now stands for the sum of $36 or thereabouts." This receipt was not signed by me, I gave Mr. Baker the notes or accounts to Mr. Baker to go to Mr. Henry Raby & close the matter which he did & took Raby's receipt, I told Mr. Baker ~~that~~ in a conversation with him at my house. (whether as agent for Mr. Wright or not I do not know) that ~~I wanted him to~~ if ~~Mr. Wright~~ I was entitled to more than 35 acres under the agreement with Henry Raby he, Wright, was entitled to it

4

Q. By same.

How many acres are included in the boundaries in the deed from yourself & wife to John T. Voight dated 8 March 1871 (exhibit C)?

A. 35 acres.

The defendant John T. Voight, by his counsel excepts to so much of the foregoing deposition of E. C. Riddick as gives in the declaration of Henry J. Raby disputing the line and also so much of said deposition as contradicts the deed referred to in said deposition, between E. C. Riddick & John T. Voight, (Exhibit C).

Cross-examined by counsel for Jno. T. Voight.

Q. Look upon paper "A" herewith filed purporting to be bond payable to you for $25, witnessed by Jas. Rogers, reciting that in consideration of said Bond to be a piece of land therein described and say whether the said paper is in your hand writing & whether that was the bond given by John T. Voight for the piece of land conveyed by the deed from yourself to John T. Voight heretofore referred to as exhibit 'C'.s.

A. Said paper is in my hand writing and it is the bond given by John T. Voight for the 10 acres above part of the land conveyed in=

said exhibit C.

Q. By same,

Did you and Henry J. Raby ever agree upon or adopt any line between you and himself?

A. Others did ~~formerly~~ previously mark a line (to wit, Jas. Rogers & others), and the said Henry J. Raby himself both adopted that as the line between us.

Q. By same

State whether the line so run by Jas. Rogers & others was not then rechopped by the consent of yourself & Henry J. Raby & whether it was, not the same line that you understood had previously been run between Henry J. & Thos. M. Raby and if not in what respect was it altered?

A. It was rechopped and was the same line that had been run previously except that an acre or an acre and half more was given to Henry J. Raby ~~that~~ than he had by virtue of the former line

Q. Did the said line as thus altered take in any part of the land included in the boundaries of your deed to Jno T. Wright (Exhibit C)?

A Said ~~line~~ does not take in any part of the land included in the boundaries of my deed to Jno. T. Wright (exhibit C)

Q Say whether or not the line mentioned in your deed (Exhibit C) to Jno. T. Wright as commencing at the pine swamp at Henry J Raby's line and running along said Raby's line to the mill path is ~~not~~ the line before mentioned agreed upon between you & Henry J Raby chopped by Jas. Rogers Sellers?

A. Yes, said line is the line agreed upon by myself and Henry J Raby

Q Say whether when said line was run you did not say in the presence of Henry J. & Thos. M. Raby that with the exception of the alteration made you had bought to that line & claimed to that line?

A. I did say I bought up to that line & that I claimed to that line.

Q. Say whether this agreement between you & Henry J. Raby as to the line was not prior to your sale of the land to Jno. T. Wright?

A. The said agreement was prior to the said sale to said Wright.

Q. Was the defendant Jno. T. Wright present when the line was agreed upon between you & said Henry J. Raby?

A. He was not present.

Q Say whether or not when Mr. Baker brought you the deed from your self & Jno. T. Wright (exhibit C) you did not say to him that if he (E. C. Riddick) was entitled to more

than 35 acres, he (Wright) would be?

A. I did tell Mr. Baker ~~that~~ if I were entitled to more than 35 acres that Mr. Wright would be.

Q Say whether or not you did not intend to convey all the land ~~you were entitled to~~, to Jas. T. Wright, ~~that by~~ by exhibit C. to which you were entitled under your deed from Thos. M. Raby, except the 15 acres previously sold to Jesse Dunford?

Excepted to by counsel for Plt.

A. I did intend to convey all that I was entitled to under said deed from Thos. M. Raby (exhibit B), except said 15 acres.

Re-examined by counsel for Plt.

Q. Did Jas. T. Wright before the deed (exhibit C) was made to him by you, ever say anything to you about the line referred to as having been made between said Henry J. Raby & Thos M. Raby. If so, what?

A. Yes, said Wright did say something about that line; Mr. Wright said he did not consider it a good line and then said that the line defined by the committee from the church was not agreed to by Thos. M. Raby and was not worth a "baubee", This was while I owned it before the sale to Wright

Q. Did you claim under your agreement above referred to, as having been made with Henry J. Raby more than 50 acres

A. I did not claim but 50 acres

Q. Did you have any definite knowledge of the quantity of land included in that fast you claimed after the line was run by Jas. Rogers Sothers and did you say to Henry D. Raby that if the line thus run gave you over fifty acres it should be corrected, that you only claimed 50 acres?

A. I had no definite of the quantity in the fast I claimed after said line was run and I did say to Henry D. Raby before I gave him up the warrant & account under the agreement appointed, that if the said line gave me more than fifty acres it should be corrected, that I claimed only 50 acres.

Q. You say you intended to convey to Jas. T. Wright all the land conveyed to you by Thos. M. Raby & wife (E & B.) except 15 acres sold to Jesse Sumford. Did you intend to convey any thing more to said Wright than what was thus conveyed?

A. I intended to convey to Mr. Wright all my right and title to the land that I had, but never claimed to have more than 50 acres. — I claimed to the chopped line alone, but never supposed it contained more than 50 acres.

And further than this, this deponent sayeth not.

E. E. Riddick

Thos. M. Raby of lawful age being duly sworn deposes & says:

I am 52 years old, live in Nansemond Co.

Virginia and I am acquainted with the parties to this suit, and am a brother of the Plt. and am one of the defendants. I sold 50 acres of land (known as the Carr Raby land, and belonging to my father Jas. Raby by his will given to Quinton Raby ~~by~~ on certain limitations, on the happening of which it passed to me & I became the owner), to Ed. C. Riddick as appears by exhibit B. There was never any line between myself & brother dividing the 50 acres (the Hezikiah ~~land~~) Raby land) from any other lands formerly owned by my father, Jas Raby, Myself & ~~my~~ brother both belong to the Baptist Church at "great fork", some disagreement occurred between myself & brother & a committee was appointed to wait on us, composed of Jas. Rogers, Bray Bains & O.P. Savage, last two now dead, They, the committee, against my will, volunteered to chop a dividing line between myself & brother Henry Raby, to define the line of 50 acres to which I was entitled under my fathers will, Then Mrs. John Wright came up & said that he would not give a barbee for that line, & that he would die willing to stand in my brothers, Henry's shoes for his stockings, I told ~~Mrs.~~ ~~Wright~~ the committee, Mrs. Wright being in company, that I would not agree to abide

by the line & brother Henry said the same thing. This was before the war & before I sold to E. C. Riddick; I think about 20 years ago. No line was ever run between the day of my meeting the committee & the day of my sale to E. C. Riddick. I think there would be in the land conveyed to Dunford Wright, within the boundaries chopped by this committee, nearly 100 acres. I was present when the agreement aforesaid was signed by E. C. Riddick & my brother Henry Raby & capt. E. C. Riddick was sitting side of a little stump & according to my recollection the agreement was that E. C. Riddick was to hold up to the line agreed upon as long as he (Riddick) owned it & was to revert back to my brother, Henry Raby, as soon as he (Riddick) parted with it. My brother Henry has been in possession of all the land except my 50 acres, (sold to E. C. Riddick), ~~his~~ ever since the death of my father.

Cross-examined by defendant's attorney.

No one was present except myself, brother Henry & Jno. T. Wright, when the church committee waited on myself & brother Henry. I ~~was present~~ was present, but did not follow along the line, when the line chopped by the church committee was, re-chopped, after I had sold to E. C. Riddick. I was present in the path when the agreement was signed

I I think Jas. Rogers was there also, & Carr Skinner, E. C. Reddick & David Parker, I saw Carr Skinner sign something, but as I cannot read, do not know what it was, ~~The church committee aforesaid commenced the line that they chopped, when I owned the land~~, I did not go with the church committee when they chopped the line and was not present when it was re-chopped so dont know where it runs to

Q. Did you ever tell E. C. Reddick after your sale to him that you had sold him to the line as chopped by the church committee or as re-chopped by Jas. Rogers & others?

A. I never did

Q. Did you ever say as above in the presence of Jas. Rogers, Carr G. Skinner, David Parker or in the presence of either of them

A. I never did

Q. State what portion of the land included in the boundaries of the deed from E. C. Reddick to Jno Voight, if any, was ever in the possession of Henry J. Raby?

A. All, except 50 acres

Q How can you tell where the 50 acres was & how was the 50 acres bounded?

A. The 50 acres ~~was bounded~~ were never bounded or laid off in any way, I worked down towards the mill swamp

Cross-mark of Thos. M. Raby's deposition is objected to by counsel for defendant and as to remainder of this deposition to C. C. Riddick (exhibit B) X Q. A. X

Did the line as run by the church committee and as re-chopped by Jas. Rogers Sellers, give you more or less than 50 acres?

I cannot tell, a chain has never been round it, & I am a poor judge about land.

And further than this, this deponent saith not

his
Thos. M. X Raby
mark

Henry F. Raby being duly sworn deposes and says as follows:

I am about 56 years old, reside in Isle of Wight County, Va. I am plaintiff in this case, I am son of Jas. Raby whose will is filed in this suit: exhibit "A"

There was a disagreement between myself & brother Thos M. Raby, & the Baptist church appointed a committee to wait on us, composed of Jas. Rogers, Bray Bains, & O. P. Savage last two dead. They came to my house. I was not home, I was at Mr. Abram Griffin's they came there, They began to talk about the disagreement, we all went to my house, the committee, my brother Thos. M. Raby & Jno. Wight who was in company but not a member of the committee. The committee wished there to know what our disagreement was about, I said it ~~about~~ was about the land given by

Jas. Raby my father to Quinton Raby, which then belonged to my brother Thomas M. I told my brother that I wanted to run off his 50 acres of land, He said I had no business to lay off any land for him, He says let it stay as it always has been Let us work it as my father & ~~Kirk~~ uncle Kirk (Hezekiah) used to work it, He said if the land was laid off to him, he should get nothing ~~but~~ ~~swamp~~ muck but swamp land with pines on it, That there is enough for us & our children as long we live, This ended our conversation about the land & both remained mad. The committee came & said maybe we can settle it now O.P. Savage asked my brother for a hatchet, but I did not know what he was going to do with it, The committee who did not come to settle the matter of the line, said leaving all else alone, maybe we can settle the line, The committee wished to know where the parties wished the line to be, ~~Henry Ra~~ I said nothing, Thos. M. Raby said if you touch a tree with that hatchet I will leave the church & my wife also, O.P. Savage I am going to make a line, he being one of the committee, He ~~goes~~ & Jas. Rogers went south from the mill path I followed, when the woods got better thick O.P. Savage

said I reckon I have gone far enough, He says to me point out your corner to your brother who is mad, ought to be here to point out his. I pointed out where I wanted the line ~~ought~~ to go. ~~Old~~ Mr. Savage did not chop the ~~old~~ line I pointed out, but said I am going chop out the started & chopped out from in the woods, where he was to the main path to near the Spanish oak. She did so, which was a different line from the one I pointed out the one my brother pointed out. O.P. Savage said to Mr. Jas. Rogers, another one of the Committee, we have made the matter no better; we are just where we were, Mr. Wright was present this happened when Mr. Savage got to the path, O.P. Savage said that neither of you need stand to this & there the conversation ended. A long time after this, E. C. Riddick (after his purchase from Thos. M. Raby) claimed to the line which O.P. Savage chopped as above. Capt. says I, that is no line, It is my land. Capt. E. C. Riddick says well Henry lay that 50 acres off that I bought & I told him I was not then able to do it, He says well as you are not able to lay it off, let it remain as it is & as long as I keep it & use it I will pay you for all the damage

I do to it, Capt. Riddick left after a while & in a few days he came back with Jas. Rogers, David Parker, Carr Skinner, & Jas. Harrell of L, He had a written paper. ~~Jas~~. There being some confusion about the same land, Jas Rogers took an axe & chopped the line made by the Committee, ran again & further on to the fine swamp. When I came out to the path E. C. Riddick wanted me to sign the paper he had, I was mad & did every thing except "cus & fight", ~~I was shoked so that I~~ felt shocked & they overpowered me & made me sign it, Says I Capt. I will signed it so long as it remains in your possession but when it goes out of your hands I want my land & we quit at that, I have never made any agreement with Mrs Wright in regard to this matter. Capt. Riddick told me that he would buy me for the time he kept me out of the land & I took Mr. Baker with me & went to Capt. Riddick's early one morning, Capt. gave the papers he had against me saying now Henry I have done like I told you I would do, But says I Capt. I want my land now, Says he go & run it off, then I ~~attached~~ proposed to run it off & to get Mr Beverly Baker to do it, Mrs. Wright

objected & the land was never run off
& I saw no way to get my land except
by suit. Jno. T. Wright since he claimed
to have purchased the Hezekiah Raby land,
has been receiving the rent therefor, I have
been on the land my father gave me ever
since his death. The mill site I have sold
to Saml. Wilkins which I got from my
father. There never was any line between
the Hezekiah Raby land & the rest of the
land, ~~outside~~ & all belonged to my father,

Cross-examined by defendants counsel.

Q State whether the Lot branch leading from
the West Branch of the Raby mill pond,
to a Spanish oak ~~was not~~ on the ~~road~~
Ellis mill path was not a line be-
tween the Jas Raby & the Hezekiah Raby
tract of land before the Committee ran
the line aforesaid?

A. The Lot Branch was not a line.

Q You have said that Wright objected to your
running off a line, was this before or after
he had purchased from Riddick?

A. It was after. ~~But~~

Q Did you go with the committee when they
cut the line?

A. I did, I went to see what they were going to.

Q Did your brother Thos go?

A. No Sir

Q Say whether you & your brother Thos. consented to the line run by the Committee?

A. he did not.

Q. After the line was made & chopped by the Committee, say whether or not you did not raise your hands towards Heaven & say to the committee, "Brethren I will never object to this line"?

A. No. Sir

Q Say whether or not you ever said to John T Wright prior to his purchase of the land from E. C. Riddick if you will buy the land I will never object to that line, meaning the line as run by the committee & chopped by Rogers & others?

A. No. Sir, Mr. Wright says I am good mind to buy it, Says I, buy it then

Re-examined by Pltf's attorney

Q When Wright was about to close the bargain with E. C Riddick, did Wright come for you ~~to~~ to be present & if so what did he say?

A. He came for me to go down to the mill where Capt. Riddick was, He says that Capt. Riddick wanted me to go down there, Says I if I thought I was going to get mad I would go, Wright says you will be sure to get mad. & I did not go

Q ~~If~~ In your answer above (when you said

to bright "buy it then"), did you mean to give your consent to his buying it & that he must take it at his risk.

A. I did not mean to give my consent, but simply made the remark "buy it then".

And further than this, this deponent sayeth not

his
Henry J. X Raby
mark

Beverly P. Baker being duly sworn deposes & says:

I am 34, live in Isle of Wight Co. Va, & am acquainted with the parties to this suit.

Q. State, if you can, any thing that may have been said by Jas. T. Wright in your presence as to the line run by the Committee as above referred to?

A. He said to me on the road between my house & this where we happened to meet about March & Apl. 3 years ago, that he had said that the line was not worth a bumbee, a few days after I had carried Mr. Jesse Rumford a deed from Riddick & him for the 15 acres he bought. He did not say when he had said so. He remarked that he had bought 10 acres ~~but~~ further said that he did not say "but 10 acres or only 10 acres", ~~but 10 acres~~". I heard Mr. Wright say that he had bought of Saml. Harrell the 25 acres

that Harrell had bought of E. C. Riddick & I find among the papers of Saml. Baker deceased, my father the ~~following~~ annexed paper marked "B" signed by Saml. Harrell & dated 4th. of March 1871, The paper was written by me & at the request of Mr. Wright, I cant say whether Wright ever saw it or not after it was ~~written~~ executed,

Henry Raby called on me to survey 50 acres of ~~a line~~, and this was after the sale of E. C. Riddick to Wright but I never did it,

(Defendant excepts to so much of the deponents deposition as relates to paper "B" & the application of Henry Raby to him to ~~run a line~~ survey 50 acres of ~~land~~)

And further than this, this deponent sayeth not. Signed

B. P. Baker

Jethro Green being duly sworn, deposes and says as follows:

I am about 60 years old, reside in Saml. Co. Va & know the parties to this suit, Henry Raby & brother Thos. M. got in a dispute about this land, and some time after I was speaking to Wright about this line chopped by the committee as aforesaid, Wright said he would not give a farthing for it, This was before Thos. M. Raby sold to E. C. Riddick.

And further than this, this deponent sayeth not.

Jethro X Green
his mark

Juliana Johnson being duly sworn, deposes and says as follows:

I am 41 years old, I live Amsd. Co, Va. I know the parties to this suit & I live about 300 or 400 yards from the line run by the church committee. I have been living there 8 or 10 years. Henry Raby said I might pick up dry wood on his, Henry Raby's side, but was not to cut any green wood on his side of that line. He told me several times before since I first bought the land. It has been always understood since I have been living there, that the line run by the church committee was the dividing line between Henry Raby & Thos. Raby. She forbid my son from cutting down the line tree, X in the line run by the church committee

Cross-examined by Plt.

I was living on the tract Hezekiah Raby tract, which was then claimed by E. C. Reddick, whose tenant I was.

And further than this, this deponent sayeth not.

Juliana her X Johnson
mark

Abram W. Griffin being duly sworn deposes & says:

I am 63 years old nearly. I know the parties to this suit & I reside in Hanover Co, Va.

I lived on the Henry J Raby land when he was resides, for 5 years, commencing in 1842. Lot Branch was then understood to be the line between Jas. Raby & Hesikiah Raby

Cross. examined by Pltf's attorney.

It was always understood that the lands on both side Lots Branch belong to Jas. Raby the father of Henry & Thos. Raby

And further than this, this deponent sayeth not.

Abram W. his X mark Griffin

Absolom Barnes being duly sworn, deposes & says:

I am 84 years old, I lived near Jas. Raby land ~~for~~ 12 or 14 years ~~ago~~, in the life time ~~of & since~~ of Jas. Raby & Hesikiah also. I always understood that Lot Branch up to the Spanish oak was the deviding line between the Jas. Raby tract & the Hesikiah tract. It

was said that Jas. Raby owned both tracts at the time I lived there.

And further than this, this deponent sayeth not

his
Absolom X Barnes
mark

John E. Knight being duly sworn deposes & says as follows:

I am 66 years old, reside in Hansd. Co. Va. & Know the parties to this suit, I lived with Jas. Raby who married my mother, some 15 or more in the life-time of Jas. Raby, Lot Branch line leading to the Spanish oak was always considered the dividing line between Jas Raby & Hezekiah Raby, there were no trees chopped down the branch, Jas. Raby owned both tracts,

And further than this, this deponent sayeth not.

his
John E. X Knight
mark

David Parker being duly sworn, deposes and says as follows:,

I am 35 years old, live in Hansd. Co. & Know the parties to this suit, I live about 2 miles from the land in dispute but am not very well acquainted with it,

I was there when the line was rechopped

Thos. Raby said that he claimed to that line & old to that line, the same being the line chopped by the church committee & chopped on that occasion Henry Raby said to his wife, lets settle it & went down to pine swamp the line was re-chopped by Jas Rogers, Carr Skinner, & Henry Raby, we came back from the pine swamp to the gate, Henry Raby signed a paper & I witnessed it, as also did Carr Skinner, Jas. Rogers, but I did not remember its contents,

And further than this, this deponent sayeth not,

David Parker

Edwin Saunders being duly sworn, deposes & says as follows:

I am 63 years old, live in Hansd. Co. Va, am acquainted with the parties to this suit. I ~~was~~ live ~~raised~~ about 3 miles from the land in dispute was raised at it, i.e. the Hezekiah Raby piece. There was never a line around the last named piece, the Hezekiah Raby tract was a part of the tract owned by Jas. Raby, He owned it all.

And further than this, this deponent sayeth not,

his
Edwin X Saunders
mark.

Depositions taken on behalf of the defendant in the foregoing case:

John T. Wright being duly sworn, deposes and says as follows:

I am nearly 42 years old. I live in Nansd. Co, Va. I am defendant in this suit.

~~I was present when the committee aforesaid was chosen~~ I was a member of the same church with Thos. M. & Henry J. Raby. The committee aforesaid, Jas. Rogers, O.P. Savage & Bray Bains, came to my house & asked me to go with them, I went with them to Thos. M. Raby's & then to Henry Raby's The latter was not at home, was at Mrs. Griffin's we came back to Henry Raby's & then the land question came up after having settled apparently a previous difficulty that induced the committee to go there, we met them to a Spanish oak, i.e. Jas. Rogers, O.P. Savage, Bray Bains, Thos. M. & Henry Raby himself. Then Henry & Thos. commenced to pick out where they wanted the line to be, one (Thos) said that he wanted the line to go about 10 or 15 feet above the Spanish oak, Henry wanted it to come about 10 or 15 feet below it, towards where Thos. lived, we all commenced to talk with them & they agreed to split the difference

they agreed to come out at the oak, it to be the corner tree, we all go down to the pine swamp, except Bray Bains, to the best of my belief. We leave him there to hallow or blow his fists, one or the other, O.P. Savage would hollow & he would answer him, he commenced in the edge of the pine swamp where it was tolerably thick, about 50 or 60 yards from the run, he chopped a straight line to the Spanish oak, when we got there we stopped, nothing was said about the line going further, A line from the Spanish oak to the mill pond, called the Lots branch line, we did not go over, as there was no dispute about it, We were all glad then, that the compromise had been thus effected & Henry Raby raised his hands towards Heaven & said; "Brethren I will never object to that line as long as I live". After this, about 1 hour they commenced to bring up old difficulties & Thos. got mad. O.P. Savage said you are mad, Thos. said; brother Savage if I were to die I believe I would go straight to Heaven, Savage if you were to die, right to hell you would go, & Thos. left at once. After the line aforesaid was run, both Thos. M. & Henry Raby agreed to it, and Bray Bains, who is now dead, one of the aforesaid Committee in my presence

made ~~on~~ ~~affi~~ oath before Saml. Baker
a justice of the peace that a line of marked
trees was agreed upon by Thos. M. & Henry J.
Raby, commencing at the pine summit at
the Wm Brothers line running a Northerly course
to the Raby mill path in the year 1857, the
said Saml. Baker has since died & I
herewith file the certificate of said Saml.
Baker of the statement on oath made by
the said Bray Bains, - which certificate
I saw the said Saml. Baker write & I
heard the said Bains make that statement
on said occasion, which referred to the
line run by the church committee aforesaid.
More times than one has Bains & I been
heard Bray Bains say that Henry J. & Thos.
M. Raby agreed to the line to which I have
alluded, run by the committee as aforesaid.
(See paper filed with Wyatt's deposition)
(All the testimony referring to the paper
aforesaid & the paper itself, are excepted
to by the Counsel for the Deft.) Exhibit "C"
I have always heard, ever since 1849 that the Tot branch was
the dividing line between the Hesketh land
& the land where Jas. Raby formerly lived. I have heard Bray Bains say so,
I own two tracts of land, including the
piece in dispute. My right was not dis-
puted until after Bray Bains death.
I & Capt. Reddick were in a cart

going down to the mill with Jas. Rogers, Riddick said let me see to you all my interest on the Sattoside of the mill path, I said Capt. Riddick I have about as much to do with it as I want to do with, I've dropped the subject, Capt. Riddick asked me to go to Henry Raby's for him & to ask him to come down to the mill as he Riddick wanted to see him, Raby, Raby said I shant go, for every time I go he, Reddick, takes advantage of me, Then I asked Raby if he had all his old papers, (plot & will), He said he had the plot, but not the will, I asked him to get the plot, & his wife to read it, She read it, Then I asked Henry, if his will said "I bequeath to Henry J. Raby my home plantation containing 369 acres." He replied, no; acre words were not in it, giving the home plantation, Capt. Ed. I told him, offered to sell it to me To-day, Henry says, you buy it, I will never raise a word of objection to it, This was on 14 Jul. 1871, & I went right home & bought it in my own house, Capt. Ed, was there,

Exhibit "A" herewith filed with E. C. Riddick's deposition is the note given by me for the land in question & contains the contract in reference to purchase of said land, the mention was

made of any number of acres, the contract was for all his interest in the land in question on the South side of the mill path. (Excepted to by Plt.)

When I went to confirm the bargain I asked Capt. Riddick for the deed Henry Raby gave him for that line says he I can't give you the deed, but I will give you a copy of it. Capt. Riddick after the bargain & sale note was passed, says I must give you a deed for 35 acres more or less including the Sam Hamlet tract, After this Capt. Ked & Saml. Baker came to my house & said he did not sell me but 10 acres, I said that was not so. Thos. M. Raby joined another church, & the grass got larger, I then said that the line was not worth a barbee, meaning in so much as it did not settle the grass, I heard Thos. M. Raby say that he sold to E. C. Riddick to the line running from the Hamish oak to the pine swamp, only the church committee, (This excepted to by Plt.)

I was present when the committee ran the line, and never heard Thos. M. Raby say, "if you strike a lick with that hatchet I and my wife will leave the church"

~~Cross, examined by Counsel for Plt.~~

Geo. W. Skinner wrote the deed from E. C. Riddick wife to myself (exhibit C), at my request. I sent Simon Savage to E. C. Riddick's with the money to pay him the money & to demand the deed, Riddick gave ~~Skinner~~ Savage a deed for me & then came himself to me & told me it ~~was not the~~ would not suit me, & told me to go to see Mr. Pruden's. It would save expense of recording two deeds. He then said go to Sam Harrell & get a paper from him that certified that he, Harrell had sold me his right and title & the Riddick would make me a deed for the whole. In the deed sent by Riddick to the clerk's Office (above referred to), Riddick's wife's relinquishment was not taken. I then went to Geo W. Skinner's and gave to him exhibit "A" filed with E. C. Riddick's deposition & asked him to write a deed by it. Skinner wrote the deed & I carried it to E. C. Riddick who refused to sign it. Then I gave it to Saml. Baker who returned it to me executed or signed by Riddick & wife. Skinner is a surveyor & acquainted with the boundaries of the land.

Q. Bounding the Hezekiah Roby land by

Lots Branch & the line run by the church committee re-chopped by Rogers Sowers, which is the largest tract, the Hezekiah Raby tract or the 50 acre tract cut off to Henry J Raby by the said parties' line?

A. I think the latter or 50 acre tract is the largest.

Q. Does the tract last mentioned of 50 acres or more, cut off as afore to Henry J Raby, adjoin the lands of Wilson Ellis, Amos Bains, Kedar Raby?

A It joins all three parties.

The land given by the wife of Jas. Raby to Thos. M. Raby is distinct from the lands given in said wife to Henry J. Raby and Quinton Raby.

Cross-examined by Pitt's attorney.

Q. When you bargained with E. C. Riddick for all his interest on the south side of the mill path, did you then know that E. C. Riddick had sold to Jesse Dunford 15 acres & to Saml. Harrell 25 acres of the land he purchased of Thos. M. Raby?

A. He told me he had sold said pieces to said parties

Q What was your object in obtaining from Bray Bains the affidavit you have spoken of and which is filed with your

deposition's

A. Expecting that there would be suit, as it was threatened by Henry Raby & E. C. Riddick, I took said affidavit on the ~~day~~ 15 March 1871 the same day the wife of E. C. Riddick executed the deed, "exhibit C". I did so because Bray Bains was old & feeble,

And further than this, this deponent sayeth not

John J. Wright

James Rogers being duly sworn, deposes and says as follows:

I am 63 years old. I live in Loudoun Co. Va. and I know the parties to this suit.

I was one of the church committee that ran a line several years before the war, said line being the one that cut off Hezekiah Raby tract to Thos. M. Raby, O. P. Savage & Bray Bains were the other members of the committee, we were sent to settle a difficulty between Henry Raby & Thos. M. Raby, but ~~not about the land~~ did not what it was about until I got there, There was no line then existing ~~when~~ only the Spanish oak was known to be a corner tree, After conversing with them awhile we agreed

them to settle upon a line between them they agreed to this. One wanted to come out of the pine swamp a little above the Spanish oak & the other a little below, but at the suggestion of the committee, both parties agreed to come out at the Spanish oak. Then we went into the ~~Spanish~~ pine swamp, all except Bray Bains, who remained at the Spanish oak to follow as a guide to run the line straight and we run the line to the Spanish oak. The parties seemed then to be satisfied with the matter, but after a little while, while talking Thos Raby became dissatisfied about the line and went off. He took himself out of the church soon after that made me believe all the more that he was not satisfied. ~~He seemed to think that he did not have enough land~~ I do not run positively, that Henry Raby Kum raised his hands to Heaven used the words that Jno Wright said he used in his deposition above, at that time, but I think he did use those words. After the line was run, Henry Raby approved of the line. I do not recollect that Thos. Raby expressed any dis-approval. He got mad

after the line was chopped, but I did not hear him express an objection to the line, I only supposed that he did get mad about the line.

Matters stood so for some time afterwards until E. C. Riddick bought the land and since he bought the land until after the war, since the war E. C. Riddick came to me & said that Henry Raby was dissatisfied about the line & wanted it moved, as he thought E. C. Riddick had too much, and E. C. Riddick wanted me with the consent of Henry Raby, to meet there on the land to settle the matter between Riddick & Henry Raby, we meet there, myself, E. C. Riddick, & Henry Raby & Thos. Raby came there also & Can Skinner & David Parker. We were then some 60 yards below the Spanish oak where Henry Raby wanted the line to strike off from down to the pine swamp, to take in some land that E. C. Riddick claimed & on which he had deaded the trees, on which ~~he had built~~ Johnson, his tenant had built a log hut, we contended at this point about 60 yards below the oak over the matter for some time, Capt. Riddick contended for the land up to the line which the

church committee had chopped, Henry Raby wanted ~~to~~ us to start from the point where we then were, he went, however, after awhile up to the line the committee chopped & Henry Raby sent for his wife to bring the old plat out there, He still contended for more land, saying still E. C. Riddick had more land than he was entitled to, E. C. Riddick then says take it now off & give me 50 acres & I will be satisfied, Henry Raby said he was not able to do so, After reading the old plat & after awhile Henry Raby consented to let the old line remain & to be re-chopped ~~it~~, which ~~he~~ I did, Cass Skinner & Henry Raby, went with me, I chopped the old line out, cutting new trees, some of which Henry Raby picked out, The line run by the committee went to the edge of the swamp, he entered it, in re-chopping it, to the ~~branch~~ run of the swamp. Henry Raby assented to the line as thus re-chopped, E. C. Riddick then pulled out a paper, he called a "pocket deed" & asked Mr. Henry Raby to sign it, I understood this paper was a confirmation of the line rechopped, Henry Raby signed it, & I witnessed it with others, I do not recollect what

was in the paper, but I am certain that it contained an agreement whereby Henry Raby was to abide by that line, re-chopped that day. In coming out of the swamp, when we got to the Spanish oak, we went on beyond it to Lot's branch and down it, I chopping the line and Henry Raby agreed to this line, Thos. Raby on that day when we were all present said that he claimed to the line run by the church committee and that he line ~~re-chopped on this occasion~~ sold to Capt. E. C. Riddick to that line. Thos Raby said this line chopped the line before the sale of Riddick to Wright, Exhibit "A" filed with E. C. Riddick's deposition is witnessed by me, The paper contains the contract of bargain & sale between E. C. Riddick & Wright & was signed by Wright, I was present when the bargain was made & paper "A" written & no mention was made of ~~number~~ number of acres.

Cross-examined by Plt.

Q Before you re-chopped the line as stated did not E. C. Riddick assure Henry J. Raby that he, Raby, might survey the land & that he Riddick would be satisfied with 50 acres?

A. He did

And further than this, this deponent saith not.

James Rogers

Carr Skinner being duly sworn de-
poses and says as follows:

I am 30 years old, I live in Stausd,
Co. Va. and know the parties to this
suit.

In 1869 I was employed by E. C.
Riddick as millar & cultivated
a part of the land which E. C. Riddick
purchased of Thos. M. Raby, I was in-
duced to ask Mr. Riddick his bou-
daries because I had some rails to
make for the farm, He told me
that his boundaries were to the line of
the church committee. In 1870 I was
asked by Mr. Riddick to meet him
near where Mr. Jesse Dunford now lives,
He did not tell me for what purpose,
I went there and met E. C. Riddick, Jas.
Rogers, Henry Raby, Thos. Raby & Jas.
Harrell & Daniel Parker, Some dif-
ficulty between Henry Raby & Riddick
about the land, came up, Riddick
asked Henry Raby will you settle this
matter in the presence of the above
persons. Henry Raby said I will,
We all then started to the line, When
got in about 60 yards of the line, Henry
Raby stopped & got on an old log &
said I am willing for the line to come

here, Reddick then said to Henry Raby, I do not claim more land than I bought, Reddick then asked Thos. M. Raby if he did not claim to the line run by the church committee, coming out at the Spanish oak, Thos. Raby said I did, Reddick said did you not see to that line to me, He said I did, Sir, We all (except Henry Raby) went to the line at the Spanish oak, As we went off Henry Raby said I am not coming, but in a few moments did come. He commenced to talk with Thos. M. Raby spit my mad, He said a good deal, which I do not remember entirely, Jas. Rogers himself said to Henry Raby there is no need of getting so mad, I said to him then, that it was a bad way to settle business, He said it is, but I can't help it, He became calm, however, & his wife came up about that time, He said to her Liza let's settle it for it has caused me to see more trouble than any thing on earth, I then asked Henry Raby if he was ready to settle it, He said he was, I said also let's go, I started up the line calling Reddick & saying "Capt. come on", Reddick said "no I am not going, we must abide by what those

gentlemen do, Henry Raby said there is no harm in going & I am going, I, Jas. Rogers, ~~Jas~~ Jas. Harrell & Henry Raby went down the line towards the swamp, I pointed out the trees that had been chopped by the church committee, as we went along, when we got near the swamp, there was a chopped tree, & Henry Raby said that was the last chopped tree, I asked me to point out a straight line to the run of the swamp, I selected a black gum standing near the run & asked him if that would suit him, He said it would, I thought it a straight course; I asked him then if he wanted it chopped, He said he did & asked "brother Rogers to chop it" & Mr. Rogers did chop it, that gum was the only tree then chopped, according to my recollection, on that side of the path & we then returned to the path, when we got to the commencement of the old line chopped by the committee, coming back, we commenced to re-chop this old line on out to the Spanish oak, Jas. Rogers did all the chopping, when we got to the oak Henry Raby said I hope it is settled, Riddick then produced an instrument of writing which was read out & asked Henry Raby to sign it, He

did so. I witnessed it, But I cannot give the contents of the instrument, It was an agreement however, that that line should be an established line, Henry Raby then requested a line to be chopped ~~for the~~ around the land Jesse Dumford now owns I've chopped it, (Henry Raby, Jas. Rogers, David Parker Dumself), I selected the trees & Jas. Rogers chopped them as we went on down to high water mark of the mill pond. This line around Dumford's land separates the Hezekiah Raby or Kissa Raby tract from the home tract of Jas. Raby deceased

And further than this, this deponent sayeth not

Car. G. Simms

State of Virginia,
Nansemond County, to wit:

I, Wilbur J. Kilby, a Notary Public for the county aforesaid in said State, do hereby certify that the foregoing depositions were duly taken, sworn to, and subscribed before me at the time and place mentioned therein in the caption thereto.

Given under my hand this 23d. day of March 1874.

Wilbur J. Kilby
Notary Public

Fee of Notary $10; charged thus:
Plt. $5. and Def. $5.

over

Due to the Plaintiffs witnesses for attendance as follows:

To E. C. Riddick, one day,	50c
" Thos. M. Raby, one day & 3 miles	74c
" B. P. Baker one day,	50c
" Jethro Green one day & 2 miles	66c
	$2.40

Due to the defendants witnesses for attendance as follows:

To Carr G. Skinner 2 days. & 3 miles	$1.24
" Jas. Rogers 2 days	1.00
" David Parker 1 day & 2 miles	66
" Moses Johnson 1 day & 4 miles	82
" Juliana Johnson 1 day & 4 miles	82
" W.B. Johnson " "	82
" John E. Knight " & 3 miles	74
" Abram W. Griffin 1 day & 2 miles	66
" Absolom Barnes 1 day	50
" Edwin Saunders 1 day & 3 miles	74
	$8.00

Henry J. Raby

v.

John T. Voight et al.

Depositions

Received under seal
and filed 21 April 1874

(WITNESS SUBPŒNA) CIVIL.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Cam. G Skinner. James Rogers, David Parker, Moses Johnson, Julia ann Johnson (wife of Moses Johnson) Wm B. Johnson (son of Moses Johnson). James. E Knight, Abram Griffin, John T Voight, Absolom Barnes

at the Office of John R Kelly in the Town of Suffolk at 10 o'clock a.m. viz.

to appear ~~before the Judge~~ ~~COURT OF NANSEMOND COUNTY, at the Court House of~~ said County, on the 23 day of March next, to testify and the truth to say on behalf of

John T Voight

in a certain matter of controversy in our said Court, depending and undetermined between said John T Voight

Plff and Henry J Roby.

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 12th day of March 1874, in the 98th year of the Commonwealth.

Teste

Willis E Cohoon *Clerk of the Court.*

John T Vaught

vs

Emas to appear at J. R Riley's office March 23th 1874

Henry J Raby.

To Jno. T. Wright

Take notice that I shall on the 10 day of March 1874, next, at the office of Jno. R. Kelly, Esq in Suffolk Nansemond Co. Va between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of Thomas M. Raby and others, to be read as evidence in my behalf, in a certain suit in Chancery, depending in the Circuit Court of Nansemond County, wherein I am ~~are~~ plaintiffs, and you & others ~~are~~ defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully.

Henry J. Raby
per atty

To the Sheriff of }
County to execute. }

Service of this notice acknowledged
March. 2d. 1874.

Hayden & Prentiss p.a

Raby
v
Wright dal.
notice to
take depo.

To Henry J Raby

Take notice that I shall on the 10th day of March 1884, next, at the Office of Jno. R. Kelly & Son in Suffolk Nansemond Co: Va — between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of James Rogers, Chas T. Newsum ~~& others~~ and others, to be read as evidence in my behalf, in a certain suit in Chancery, depending in the Circuit Court of Nansemond County, wherein I and others are Defendants ~~are plaintiffs~~, and you are Plaintiff ~~are defendants~~; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully,

To the Sheriff of }
County to execute. }

John T. Wright
Jun. Atty.

Service of this notice acknowledged
March 2nd. 1874

John R Kelly Jr. Pt

March 15th 1871

This day Boaz Baines personally appeared before me; in the County of Nansemond State of Virginia and made affermation that a line of Marked Trees was Established by the then parties Henry J Raby & Thomas Raby commencing at the Pine Swamp in the N° Brothers line & running a Northerly course up to the Raby Mill path and was agreed to by the said Henry J Raby and Thomas Raby parties owning the said land and in contention by them; this land was given to said Henry J Raby & Thomas Raby by the last will and testament of James Raby their Father; and further this agreement was made in the year 1857 and this line was not to remain an established line by the Parties given under my hand the day and year first above written

Sam[e] Baker J. P.

C.
Exhibit filed by
defendant.

This is to certify that I bought and paid for from Capt. C. C. Riddick twenty five acres of land lying in the upper parish of Nansemond Co. and known as a part of the land that James Baby in his will gave to Quinton Baby and I further state that I have sold the above named piece of land unto John Wright and I give this unto the said John Wright, certifying that I give unto him all the right that was conveyed in one to give in the above land. hereby releasing Capt. C. C. Riddick from giving one a deed as I have sold unto the above John Wright and direct that John Wright take all the rights and privilges that I was to have according to Capt. C. C. Riddick's and my bargain. This the 4th day of March 1871

his
Samuel + Howell Seal
mark

Test
Chas. G. Skinner

"B"

Filed as an exhibit with B. P. Baker's deposition

£ 25.

on demand, I promise to pay to E.E. Riddick or his order the full and just Sum of twenty five Dollars, it being for all my interest in the Land South side of the Mill path, and known as the Reeps Roby tract, and bounded by the Mill Swamp and Henry Roby Land, as the Dunford and the Nor. Co. E.E. Riddick (Land and where on Jesse Dunford now resides, as witness my hand and Seal this 14th. day of February A.D. 1871.

Witness
James Rogers

"A"

filed by defend-
ant with E. C.
Riddick's deposition

Feb 6. J. Duffy Clk

Deputy

Roby

v

Voight. —

By consent of parties it is ordered that this suit be dismissed each party paying his own costs & it is by like consent further agreed that the defendant John T Voight shall hold the tract of land conveyed to him by the deed from Edward C Riddick & wife bearing date the 3d day of March 1871, in the proceedings mentioned according to the boundaries in said deed mentioned. —

E. C. Ridenbaugh
Ent.

Henry J. Raby
as
Jno. T. Doughtie

Rondo Clerk
Feby Term 1875

To be entered

Geo. P. Blow.

Entered

Raby
Voight Vah -

On motion of the Defendants -
John T Voight leave is given him to file
his answer within Ninety days —

Henry J Raby

vs

Jno T Voight

Order of Ct
June 1873

To be entered

Geo. F Bloss.

(Entered)

To the Honorable Geo Blow. Judge of the Circuit Court of Law and Chancery for the County of Nansemond in Chancery sitting.

The Answer of John T Voight to the bill of complaint in said Court exhibited by Henry Simmerson Raby & Wm Black.

This defendant saving and reserving all right of exception to the many errors and imperfections in said bill contained for answer thereto or to so much thereof as he is advised it is material or necessary for him to answer, answering says.

That this defendant admits to be true the allegation of said bill that Edward L Riddick and wife by their deed bearing date the 5th day of March 1871, (a copy of which marked A is filed with the plaintiffs bill) conveyed to this defendant a tract of land, set out by metes and bounds and bounded as described in said deed, that the boundaries in said deed set forth were agreed upon by the said complainant and Thomas M Raby and Edward L Riddick prior to the execution and delivery of said deed.

That this defendant negotiated and made

the purchase of said tract of land in reference to the boundaries as set forth in said deed and the conveyance of said land was made to this defendant by the deed aforesaid describing the boundaries of said land in accordance with the intention of the parties to the said deed based on their agreement of purchase with the full knowledge consent and agreement of the said complainant and Thomas M Raby who prior to said deed had agreed upon and established the boundaries of said land in the manner in said deed described and set forth. This defendant is entitled to and holds the said tract of land in accordance with the boundaries set forth in said deed, and the said complainant and Thomas M Raby and Edward le Riddick are stopped from denying or questioning the same and this defendant neither admits nor denies the other allegations of said bill, having no knowledge thereof and demands proof of the same. And this defendant having answered prays hence to be dismissed with his costs in this behalf most unreasonably expended and he will ever pray &c.

John J Wright

Subscribed & sworn to before me, on the 8th day of December 1873
Wilbur L Kelly
Notary Public

Henry S. Raby

vs

John T Voight et als

John T Voight's
Answer

In the name of God amen I. James Raby of the upper Parish of Nansemond County, in the State of Virginia, being Sick and in low State of health, do make and ordain this my last Will & Testament In manner & form following to wit:

First — I give my Soul to God that gave it, my body to the Earth to be buried in a christian like manner at the discretion of my Executors, hereafter named and as to such property as God has blessed my Labours with I give and dispose of the same in the following manner to wit:

Item I give & bequeath to my Son Henry Simmons Raby the Plantation where I now live, also my ½ mill Seat and mill: the said land contains fifty acres more or less joining Wilson Ellis & Amos Barnes & Kedar Raby, my old gun, my black Smiths tools, also fifty Dollars in cash to be raised out of my estate for the purpose of Schooling him, to him & his heirs forever.

Item I give and bequeath to my Son Thomas M. Raby all the remaining part of my lands, including the whole in my possession, one old gun & one Small one, allso one hundred Dollars to be raised out of my estate for the purpose of Schooling him, to him and his heirs.

Item I give & bequeath to my Nefew Lemuel Raby Son of Hezekiah Raby the land where his father

formerly lived Containing fifty acres more or less with this condition, if the Said Quinton Raby Should happen to die without a lawful heir: the Said land to return to my Son Thos. M Raby

Item I lend to my beloved wife Pamela Raby the use of my plantation & Land where I now live during her natural life or Widowhood, allso all the remaining part of my Estate, including all my Stock of all Kinds and all my household & Kitchen furniture for the purpose of raising my children & paying the above named legacies to Henry J. Raby and Thomas M Raby and my just debts, my will and desire is that after the death or marriage of my wife Pamelia Raby all the property that may be found of any Kind be equally divided between my three youngest children, to wit: Thomas M. Raby Timothy & Medicia Raby, Share & Share alike

Item My will and desire is that if either of my Sons Should happen to die without a lawful heir the land given them Should descend to the other

Lastly I nominate and appoint my friend Isethro Riddick my Sole executor to execute this my last will revoking all other will ratifying & confirming this to be my last will.

In witness I have set my hand & Seal this 16th day of March 1829

James Raby (Seal)

Signed & acknowledged
in the presence of
John Harrell
John Knight
Edwin his Saunders
mark

At a Court held for Nansemond
County the 8th day of June 1829.
This Testament and last will of James Roby
deceased was put into Court and proved by the oaths
of John Knight and Edwin Saunders, and
ordered to be recorded, and on the 10th day of
the same month, Isham Reddick, the Executor
therein named refused in open Court to take upon
himself the burthen of the execution thereof and on
the motion of Pamelia Roby Letters of administration
with the will annexed were granted her on the
Estate of the deceased whereupon she made oath
and entered into bond in the penalty of One
thousand dollars with Abram Reddick and
John Smith securities conditioned as the law
directs

Teste

John S Kirby Clerk

Copy.

Teste

Peter B. Prentis Clerk

Nansemond Office
February the 10th 1855

In the Clerks Office of Nansemond County
January 1st 1873
This duly authenticated of the last will and Testament
of James Raby deceased with the certificate thereon
was presented to the Clerk of this Court and on
application of John R Kelly is recorded anew, the
book in which it was regularly recorded, having
been destroyed by the burning of the Clerks Office
February 7th 1866.

Test

Willis E Cohoon Clerk

A Copy.

Test

Willis E Cohoon Clerk

James Raby's
Will

"A"

88

This Deed made this the 8th day of march in the year one thousand eight hundred and seventy one, between Edward C Riddick and Emmie his wife, parties of the first part, and John I Voght party of second part all of Nansemond County and State of Virginia: Witnesseth that for the Sum of Seventy five dollars Curan money, paid to the said parties of the first part, the said Edward C Riddick and Emmie his wife have bargained and sold to the said John I Voght with genral warranty, a Certain tract or parcel of land Situated in the upper parish of Nansemond County and State of Virginia and known as the Risby Raby land and bounded as follows Viz beginning at the Raby mill house, thence along the said mill Steam binding on Willis M Skinners land, to the Pine Swamp thence up Said Pine Swamp binding on William W. Brothers land to Henry I Raby's line, thence along said Raby's line to the mill path leading from Dragon Road, to the Raby mill; thence along said mill path as it now runs to the Said mill house the beginning: containing thirty five acres, more or less: and the Said Edward C Riddick and Emmie his wife covenants that they have the right to Convey the Said land, that they have done no act to

Encumber the same and they will warrant
and defend the title to the same, and that
the said parties of the first part, will make
such further assurances of the said land
as may be required.
Witness the following Signatures & Seals
J. C. Godman
Saml Baker

E. C Riddick (Seal)
Emma Riddick (Seal)

We Samuel Baker and John C Godman justices
of the peace for the County of Nansemond in the State of
Virginia do certify that Emma the wife of Edward
C Riddicks whose names are signed to the writing
above, bearing date on the 8th day of March 1871
personally appeared before us in the County aforesaid
and being examined by us privily and apart from her
husband and having the writing aforesaid fully
explained to her, she the said Emma acknowledged
the said writing to be her act and deed and that
she had willingly executed the same and does not
wish to retract it.
Given under our hands this 15th day of March
Anno Domini 1871.
Saml Baker J.P.
J.C. Godman J.P.
State of Virginia
Nansemond County to wit:

I Samuel Baker a justice of the peace
for the County aforesaid in the State of Virginia
do hereby certify that Edward C Riddick whose

Name is signed to the writing above, bearing
date the the 8th day of March 1871 has
acknowledged the same before me in my
County aforesaid
Given under my hand this 11th day of May 1871
Saml Baker J.P.

In the Clerks Office of Amherst County
Court the 11th day of May 1871
This Deed was received and with the certificates
endorsed thereon admitted to record. The requisite
Stamp of 55¢ having been affixed & duly cancelled
Teste
Peter B. Painter Clerk

A Copy
Teste
Willis E Cohoon Clerk

E. C. Reddick Hus
to Deed.
John T. Wright

'C'

See 75

Whereas Thomas Raby and Elizabeth Raby his wife by their Deed of bargain and Sale duly recorded in the Clerks office of Nansemond County Court, did convey with genral warranty to E.C. Riddick, in consideration of the Sum of One hundred and fifty dollars to them paid for the following real estate to wit: A tract of piece of land containing fifty acres be the same more or less and bounded by the lands of Henry G Raby, Abraham W Skinner Amos Riddick and others, and whereas the said Clerks Office with all its papers and records was destroyed by fire on the night of the 7th day of February 1866 and no recorded title can be found for said piece of land the said Deed not having been drawn out of the said Office by said E. C. Riddick or any person for him, the said Riddick. and whereas the said Thomas Raby and his wife Elizabeth Raby, being alive are willing and anxious, and have consented and agreed to make a deed, conveying to the said E.C. Riddick all the interest right and title. and which by possibility they may now or ever have in said piece of land and release all their claimes upon the same. Now therefore this deed made this 15th day of April 1866 between the Thomas Raby and Elizabeth his wife of the one part and the said E.C. Riddick of the other part: Witnesseth that the said

Thomas Raby and Elizabeth Raby his wife
for and in consideration of the premises and
the purchase money paid as aforesaid do
hereby forever release and quit Claim to the
said piece or parcel of land herein before
described to the said E & C Riddick and to his
heirs and assigns forever and against all and
every person or persons whomsoever, claiming
by through or under them—
Witness the following Signatures and Seals
Thomas his X mark Raby (Seal)
Elizabeth her X mark Raby (Seal)

Virginia Nansemond County to wit:
I. H. L. Epps a justice of the Peace for the said
County, in the State of Virginia do certify that the
wife of Thomas Raby whose name is Signed to the
foregoing writing bearing date on the 18th day of April
1866 personally appeared before me in the County afore
said and being examined by me privily and apart from
her husband and having the writing aforesaid
fully explained to her She the said Elizabeth
Raby acknowledged the same writing to be her act
and deed and that she had willingly executed the
same and does not wish it that.
Given under my hand and seal this 28th day April
1866
In the Clerks Office of Nansemond County

Court the 11th day of June 1866
This Writing was acknowledged by Thomas Roby
and with the Certificate admitted to record.

Test

A H Causey D.C.

Copy

Test

Willis E. Schoendall

Thomas Raby et ux
to
E. C. Riddick

E

"B"

63

Raby

n

Wright sae

4 Exhibits

filed with the

Bill

To the Hon: Geo. Blow, Judge of the Circuit Court of Nansemond County, Va.

Complaining shew unto the Court, your Complainant Henry Simmons Raby —

Your Complaint respectfully states to the Court and charges, That his father James Raby of said County died on the day of 1829, having first made and executed his Last will and Testament, which was duly admitted to record by Nansemond County Court on the 8th day of June 1829 — a duly certified Copy of which is filed herewith as part of this Bill marked A".

That by the second clause of the will the said James Raby devises to your Complainant the following real estate to wit:

1st The plantation whereon the Testator lived;

2d. His mill seat & mill: and

3d. Fifty acres of land adjoining lands of Ellis & wife Bazer & Kader Raby —

your Complainant says That the Testator in describing the said 50 acres uses language indefinite, he speaks of it as the "said Land" evidently having omitted some other words.

That the said 50 acres is a part of "The plantation whereon he lived", but is about a mile from the Testators house, & although it was part of the Home Farm, was always considered

a separate parcel — ~~and~~ The Home tract
~~the Home tract~~ proper containing 269 acres
acres more or less — after deducting the 50 acres
devised to your Complainant & 50 acres to Quinton Raby.

That the Testator by the 4th. clause
of his will devises to his nephew Quinton
Raby son of Hezekiah Raby the land where
his father formerly lived containing 50 acres
more or less, with the condition if the said Quinton
Raby should happen to die without a lawful heir,
the said land to return to his son Wm. M. Raby.

That the said Quinton Raby died under
age, & without issue & according to the conditions
named in said will, the said land report to
said Wm. M. Raby.

That said Wm. M. Raby (with his wife)
sold the said 50 acres of land to Edward C.
Riddick, on the Day of by deed duly
recorded, as evidenced by writing herewith filed
marked "B".

That the Testator lent to his wife the use
of the plantation on which he lived, & during life,
which by the 2d. clause of his will he devised
to his son Henry Jimmerson Raby — That the
Testator's wife, who was named Parmelia Raby
is now dead.

That the said Edward C. Riddick sold
to John T. Wright Thirty five acres of land
(being part of said 50 acres purchased by said
Riddick of Wm M. Raby wife), as will be

sem by a copy said deed filed herewith marked "C", and it is claimed, so your Complainant has heard, that the boundaries named in said deed, include much more than 50 acres, and that the said Voight is claiming much more than the 35 acres sold him —

That said Edward C. Riddick sold to Sefe Crumpler fifteen acres of said Land, thus disposing of his 50 acres, purchased by him the said Riddick of Thos. M. Raby wife, & which included all the Land to which the said Quinton Raby was entitled to under the will of James Raby —

Your Complainant further says, that the 50 acres to which Quinton Raby was entitled & to which said John T. Voight & Sefe Crumpler are now entitled have never been set off to the parties, and that the said Voight is claiming Land amounting to 100 acres, out of the Lands belonging to your Complainant —

That your Complainant has had possession of said Lands (except the 50 acres belonging to Quinton Raby sold as aforesaid) for 25 years without any interruption, & openly notoriously & adversely to all the world, & lived on & occupied the same from then, having paid all Taxes assessed thereon.

That while Thos. M. Raby owned the said 50 acres an attempt was made by him & your

Complainant to run off the 50 acres, & Wm O. N. Savage was requested to do so, but the line which Wm Savage run. was not satisfactory to either party & was not agreed to either by your Complainant or said Mrs. M. Raby —

Your Complainant desires to know where the proper line should be, & to that end prays that the Court will appoint proper persons to make division of the Land of Jas. Raby Dec'd, so as to set apart to Jno. T. Voight the 35 acres to which he is entitled & the 15 acres to which Jefferson Dumford is entitled, & to your Complainant whatever he is entitled to —

That a survey & map of ~~the~~ the Lands of James Raby is filed herewith, which is the Land your Complainant now prays to be divided according to the will of Jas. Raby Dec'd.

In consideration whereof, (and as your Complainant is without adequate remedy save in a Court of Equity — To the end your Complainant prays That John T. Voight, Jefferson Dumford, Edward C. Riddick & Mrs. M. Raby may be made Defendants hereto & be required to answer the allegations herein on oath, and specially to set forth (and say whether the bounds of the 35 acres of Land purchased by said John T. Voight of Edward C. Riddick do not include more than 35 acres; That proper persons may be appointed to make the division as

prayed for, and that such other and further relief may be granted consistent with Equity &c. And your Complainant will &c.

Henry Simmerson Raby

by

John R. Kelly Sm. S. C.

Kirby Sm

Henry J. Raby

" " Bill

John T. Voight et al

Nam. Cir. Ct

In the Circuit Court of Nansemond County

Henry J Ruby — Pltff
v
Jno. T. Voight et al — Defts
} In Chancery

Chancery Notes

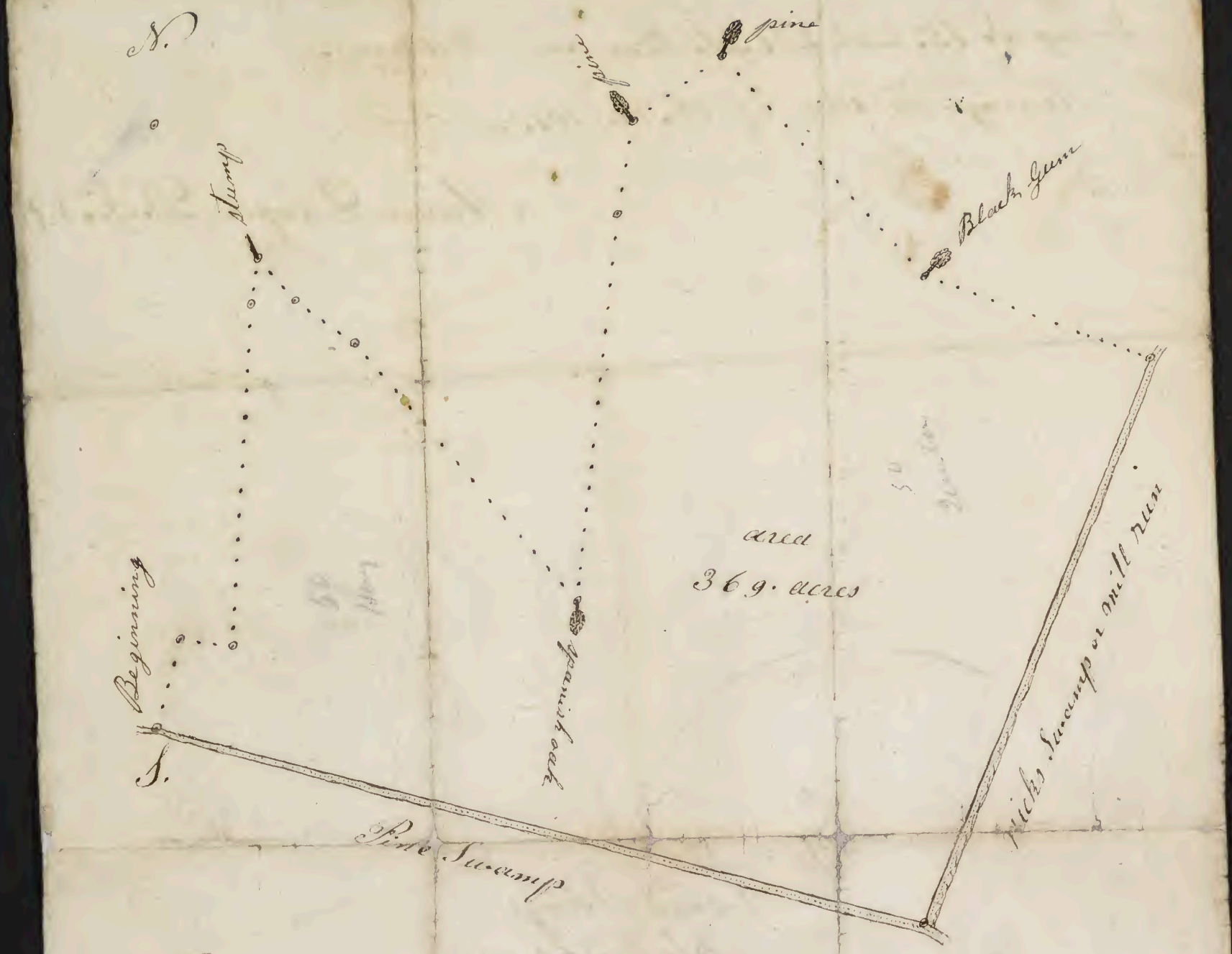
1873 June 26. Process issued to July Rules

1873 July Rules, Process ret'd Executed on all defts
Bill filed & decree nisi

1873 Aug Rules, Bill p.c. & Cause set for hearing.

1875 July 2nd Decree determining ownership of land

Notes



This plat Represents 369 acres of Land in the Upper Parish of Nansemond County, — Resurvey? for James Raby the plantation and Land where on he now lives —— Bounde as follows, — Beginning at a pine in that called the pine Swamp near the run, thence out along a line of marked trees Amos Banes, North 15. degrees East 34. poles to a post oak a corner of said Banes —— then South 81. E. 19. poles to a maple, then North 3. E. 124. poles to a pine a corner of said Banes and Heyzekiah Raby at a cart paph —— then N. 10. E. 16. p. to a pine stump a corner of Wilson Ellis — then South 41. E. 20. p. to a post oak — then S. 54. East 27. p. — then S. 41. E. 123. p. to a spanish oak a corner of said Ellis — then along his line N. 6. E. 142. p. to a pine, — then N. 10. E. 34. p. to a pine, then N. 54. E. 40. p. to a pine a corner of Heyzekiah and Miles Raby, in a branch and head of a marsh, — then down said branch South 42. E. 168. p. to a black Gum — then along a line of marked trees Between said James and Miles Raby S. 70. E. 88. p. to that called Nicks Swamp — then down said swamp S. 22. East 220. poles to the run of the pine Swamp, — then from the first Station down the pine swamp

Swamp S. 75. East 206. pts to the aforesaid Mill run

Resurveyed the 18th. of 12. Mo. 1813

Aaron. Draper D. S. N. C.

Jamis Raleys
plat. 369. acres