1883-011 Chancery Causes: E. C. Ramsay vs William Green Riddick

Isle of Wight County

other surnames: Wright
[Farmers' Bank of Nansemond],
Copeland

Lamson
vs. 33 In Chy.
Riddick

Complts. Bill.

Sept. Rules, 1881.
Bill to be filed & sum. issd
& dfts. resi ou. dft.

Octo. Rules 1881-
Bill taken for
confessed and
set for hearing.

Octo. 1883. Dismissed
at Pltf's Cost.

Atto. fee	15.00
Clks. "	3.19
Dfts. Costs	$18.19

Fifa. issd. for Dfts Costs

J. H. Compton Esq

Pltffs. costs. Exhibit.

Atto. fee & Cost	10.50
Clk. I. off. fees	6.84
Do. Summ. (Exhibit)	.60
Sheff. I. o. W.	1.52
Comr. Chy.	10.75
Notary fees. (Depos)	2.58
	$38.69

Dfts. Costs.

Clks fees $3.19

To Hon Geo W Blow, Judge of the Circuit Court of Isle of Wight County.

Complaining sheweth unto Your Honor, Your Orator E. C. Ramsay, that at the October term 1878, of the Circuit Court of Nansemond County, Your Orator obtained a judgment against W. G. Riddick as endorser of a note for Chas N. Riddick, then deceased, for the sum of $268 27/100, with interest from the 13th day of July 1878 till paid and Costs, $8 88/100; that on the 9th day of May 1881, the said judgment, interest & costs amounted to $322.37 and Your Orator on the last named date received from Geo W. Wright, Special Comr in the chancery cause entitled "The Farmers' Bank of Nansemond & als vs Chas N. Riddick's Admr & als, as a dividend paid by the said Chas N. Riddick's Estate, the sum of $95 55/100, leaving a balance due on the said judgment of $226 82/100 with interest from the 9th day of May 1881, a copy of the said judgment being herewith filed as part of this Bill, Marked "1". And Your Orator further represents and shows that on the 3rd of June 1878 the said Chas N. Riddick was indebted to Your Orator in the sum of $461 95/100, for which on that date he Executed to Your Orator a negotiable note payable sixty days after its date at the Farmers Bank of Nansemond, that Your Orator, desiring security to the said note, the said Chas N. Riddick procured the endorsement on the said note of the said Wm G. Riddick, who endorsed his name on the back thereof before Your Orator, thereby becoming, as Your Orator believes and alleges a surety

or guarantor of the payment of the said note, so that afterwards Your Orator endorsed the said note, under the endorsement of the said W.G. Riddick, that desiring to raise money on the said note Your Orator placed the same in the Farmers Bank of Nansemond at Suffolk and had it discounted, that on the 5th day of August 1878 when the said note was due & payable the same was protested for non payment, but was credited with the sum of $20.00 and interest on the residue to Oct. 7th 1878, and at the October term 1878 of the Circuit Court of Nansemond Co The said Farmers Bank, as the holder of the said note obtained a judgment upon the said note, a copy of said judgment being herewith filed as part of this bill and marked "2". And Your Orator alleges that after the said last named note matured and before suit was instituted thereon by the said Bank, being advised that he would thereby impair the obligation of the said W.G. Riddick as surety or guarantor, Your Orator being the payee, did long after the said note had been discounted, endorse his name above that of the said W.G. Riddick; that on the 9th day of May 1881, Jno H. Wright Spl. Com'r in the aforementioned Chancery Cause, paid to the said Bank the sum of $155 36/100, being the dividend derived from the Estate of the said Chas. H. Riddick, leaving a balance due on the said judgment of $364.06 with interest from the 9th day of May 1881, and on the 26th day of August 1881 Your Orator paid to the said Bank the said judgment $370 43/100, being the balance of principal & interest

thereof, the said payment being evidenced by receipt of Jno R. Copeland Cash^r hereunto filed as part of this bill & marked "3"; and being thus in like position relative to the said debt as he was before the said note was discounted, and the said W.G. Riddick having never had any legal title to the said note or interest therein, save as the surety or guarantor of the said Chas. N. Riddick, Your Orator is advised and believes that the said W. G. Riddick as such surety or guarantor is liable to pay to him in full the unpaid portion of the said judgment. And Your Orator further represents & shews to Your Honor that before either of the said judgments was obtained, the said W. G. Riddick made sale of his personal effects, as appears by Copy of Bill of Sale hereunto filed as part of this Bill, marked "4"; so that there was nothing upon which Execution could be levied to satisfy the same; that both of the said judgments were transferred to and docketed in the Clerk's office of Isle of Wight County Court, as shown by Exhibits "5" and "6" hereunto filed as part of this bill; and Your Orator further states that the said W. G. Riddick is seized and possessed in fee simple of a large landed Estate lying and being in the County of Isle of Wight, on tract known as "Malvern" on which the said W. G. Riddick lately resided, containing acres more or less, and the other called the "Green" tract containing acres more or less; and Your Orator is advised that the said judgments constitute a lien upon the said Real Estate, and that the rents and profits thereof

will not satisfy the said judgments in five years.
In tender consideration whereof, for as much as Your
Orator is without remedy in the premises, save by the
aid of a Court of Chancery where such matters are
alone and lawfully triable & relievable, Your Orator
prays that the said W.G. Riddick may be made a
party defendant to this bill, and required on his cor-
poral oath to answer the same, as fully and particu-
larly as if the statements of this bill were here again
repeated & the said defendant thereto specially interro-
gated; that the said Real Estate, or so much thereof
as may be necessary be sold to satisfy Your Orators
judgments aforesaid, and that Your Honor will grant
such further and general relief as may be consis-
tent with Equity and the Cause requires.
And Your Orator will ever pray &c.

E.C. Ramsay
By Jno H. Wright atty

Nansemond County to wit:

This day E.C. Ramsay, whose Bill
of Complaint is above written, personally appeared before
me and made Oath that the statements therein are true
to the best of his knowledge, information & belief.
Given under my hand this 26th day of August 1881
Jno H. Wright N.P.

protest of his part, and that since the said
judgment was rendered he has satisfied the same
to the said Circuit Court of Nansemond.-
And having fully answered the Complainants'
Bill prays to be hence dismissed with his reason-
able costs in this behalf expended, and he
will ever pray &c.

William Green Riddick

Willcox & Pruden

D. d.-

Virginia County of Nansemond to wit.

This day William Green Riddick who made oath to
above written, made oath before me that the statements con-
tained in the said answer so far as made of his own knowledge
are true, and so far as made from knowledge or information
thinks he believes them to be true. Given under my hand this day of
1882.-

Robt. P. Prentis
Commissioner in Chancery
Circuit Court of Nansemond County

Answer of
W. G. Riddick &c
to Bill of E. C. Parsons.

negotiable note dated the 3 day of June 1878 and payable sixty days after date at the Farmers Bank of Fauquier for $451.95/100 drawn by Charles H. Riddick, and payable to the Complainant E. C. Ramsay. - That the Complainant E. C. Ramsay, the payee, became the first endorser thereof as is customary. - That this respondent became the second endorser thereof. - But this respondent utterly denies that his endorsement either made him or was intended to make him liable as the surety or guarantor of the payment of the said note to E. C. Ramsay the Complainant, who was the payee and first endorser thereof. - And this respondent denies that he assumed or intended to assume thereby, any other or different liability than that which the law attaches to such endorser of commercial or negotiable paper. - That the Farmers Bank of Fauquier regarded this respondent liable only as the second endorser thereof, will be seen by reference to the declaration in the said action at law (see Exhibit No. 1 herewith filed). - That the said Complainant E. C. Ramsay also well regarded the transaction is evinced by his requiring the endorsement of the said negotiable note above the endorsement of this respondent, by the fact that he permitted himself to be sued as first endorser of the said note, and allowed judgment to be rendered against him, without plea or

from the allegations and admissions of the Complainants bill and from Exhibit No. 3 thereto filed.- That the said judgment having been fully paid and satisfied, therefore the lien of the said judgment no longer exists, and hence having no existence cannot be enforced in this or in any other Court.- And if it be true, as the Complainant claims (which this Respondent denies) that his satisfaction of the said judgment puts him "in like position relative to the said debt, as he "was before the said note was discounted", then this Respondent also occupies a like position relative to the said debt, and the Complainant's remedy, if he has any, is by action at law upon the said note, just as though it had never been discounted, certainly the Complainant cannot by the enforcement of the lien of the said judgment must be denied, because the said judgment has been paid off and satisfied.-

This Respondent herewith files a duly certified copy of the declaration in the said action at law, and a duly certified copy of the note which was the foundation of the said action at law, marked Exhibit No. 1. which he prays may be read as a part of this answer.- And answering further, utterly denies the facts and circumstances relied upon by the Complainant in his bill of complaint.- It is true that this Respondent indorsed a

The Demurrer and Answer of William Green Riddick to a bill of Complaint exhibited against him in the Circuit Court of the County of Isle of Wight by E. C. Ramsay, Complainant.

Demurrer.

The defendant says that the said bill is not sufficient in law.

Answer.

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

That the said judgment of the Farmers Bank of Nansemond against the Complainant E. C. Ramsay and this respondent obtained at the October Term 1878 of the Circuit Court of Nansemond, has been fully paid off and satisfied from the estate of the maker of the note upon which the said judgment was founded, Charles E. Riddick deceased and by the first indorser thereof the Complainant E. C. Ramsay; that therefore, there is no further liability upon this respondent, either at law or in equity, in this or in any other suit, by reason of his having been the second indorser of the note upon which the said judgment was founded. All of which appears

E. G. Ramsey

vs. Summons to ans. Bill in Chy.

W. G. Riddick

To Sept. Rm. 1881.

Wm. A. Wright Esq.

Executed by delivering to the within named W. G. Riddick a true Copy of the within Summons

Sept 4/81

R. B. Edwards
Shff

The Commonwealth of Virginia,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING;

We Command You, TO SUMMON W. G. Riddick

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in September next to answer the Bill in chancery of E. C. Ramsey

~~of a plea of ~~ ~~for $~~ ~~Damages $~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the 29th day of August 1884, in the 108th year of the Commonwealth.

N. P. Young clk

Ramsey C. C.

vs. In Chy.

Riddick W. E.

Depositions.

Comm to hand Febr.
under seal and
filed, Febr. 5th 1883.

Teste, N. P. Young clk

The Depositions of E. L. Ramsey and others taken before me E. Ellwood, a notary public in and for the County of Hammond, State of Mo. by consent of all parties, at the office of Jno H Wright, in the town of Suffolk, on the 18th day of October, 1862, between the hours of 9 A. M. and 6. P. M, to be read as evidence in behalf of E. L. Ramsey in a certain suit in chancery pending in the Circuit Court of Jno H Wright County, wherein the said E. L. Ramsey is plaintiff, and W. G. Riddick is defendant.

Present, Jno H Wright, Attorney for plaintiff
" R. R. Peete. " " Defendt

Wilmp. E. L. Ramsey being duly sworn deposeth and saith as follows:

1st Q. for plaintiff. What is your age, residence and occupation?

Ans. I am forty four; live in Chuckatuck: and am a merchant.

2nd Q. The defendants Attorney excepts to the competency of this witness on the ground that Chas. H. Riddick, the other party to the contract &c. is being investigated is dead and incompetent to be sworn

Exception

2nd Q. Please state how you came into possession of one of the notes in controversy in this suit, for four hundred sixty one dollars

and sued for five cents (Amount not being definitely known as note is filed with in a common law suit in the Clks office of this county) how and by whom the said note was endorsed when delivered to you. Excepted to for the same reason already stated and for uncertainty and irrelevancy.

Exception

Ans. Chas Riddick gave it to me for a store bill he owed me. I brought the note to Suffolk to Farmers Bank and they would not discount it for me, unless he would give an endorser on the note. The note was handed back to me, and I then carried it to Chas. H. Riddick, who got Willie G. Riddick to Endorse it. I then brought it back and it was discounted.

3rd Q. State in what order the endorsements were made on said note when it was discounted by the Farmers Bank?

Ans. When I carried note first, I endorsed it, it was taken before board and they would not discount it unless he would give another endorser, Then I took it back to Chas Riddick and he gave Willie G. Riddick as an endorser and it was then discounted.

4th Q. State if you can whose endorsement at that time was (first) on the note?

Ans- I dont know.

Cross Examination.

And further this Deponent saith not.

Signed E. C. Ramsay

Jas. R. Copeland another witness being duly sworn, deposeth and saith as follows:

1st Q. for pltff. What is your age, occupation, residence, and do you know the parties to this suit?

Ans I am 70 years old; reside in Suffolk; am Cashier of Planters Bank; and know the parties to this suit.

2nd Q State whether a note for $461.95, being one of the notes in controversy in this suit, was brought to the Planters Bank for discount, by whom it was brought, and how endorsed—

Ans Note was brought by Capt E. C. Ramsay, endorsed by W. G. Riddick and E. C. Ramsay. Riddicks name was above Ramsays.

3rd Q State, if you know, to whose credit it was placed?

Ans. To the credit of Capt. E. C. Ramsay.

Cross Examination—

5th " Q for Defft. Had you ever seen the note alluded to before the time it was brought to you endorsed by Riddick & Ramsay?

Ans. I don't know that I ever had.

And further this deponent saith not

Signed John R. Copeland

Jas H. Wright being duly sworn, deposeth and saith as follows:

Exception

The defendant excepts to this testimony to any fact coming to his knowledge in the course of his professional employment as an attorney at law.

When the note in controversy had matured it was brought to my office for protest, and duly protested either by myself or Wm R. H. Rawles, who was then my partner, and thereafter the same note was handed to me for collection. At that time it was endorsed by W. J. Riddick and E. C. Ramsay, the name of W. J. Riddick being endorsed above that of E. C. Ramsay. When I was about to bring suit, observing some irregularity in the endorsements, by reason of the fact that the note was on its face payable to E. C. Ramsay, I asked Capt. Ramsay to write his endorsement above W. J. Riddick, which he then did.

The defendant excepts to this testimony for the reason stated and for the further reason that the note itself is the best and only admissible evidence on this point under the circumstances of the case.

And further this deponent saith not.

Signed - Jno. H. Wright

The plaintiff proposes to file a certified copy of the account of distribution of Chas. W. Riddick's Estate, the said Chas W. Riddick having been the maker of the note in controversy.

And when filed, the defendant agrees that it shall be read as evidence in the cause for what it is worth, if relevant and material to the issue joined, without waiving any right of exception.

Virginia-
Nansemond Co't } Smith-

I, E. E. Holland, a notary public, in and for the County and State aforesaid, do certify that the above depositions were duly taken, sworn to and subscribed before me at the time and place above stated.

Given under my hand, 18th day of Oct., 1882.

E. E. Holland

N. P.

Notary fee-$2.50

Ramicy.

vs. 3/4 In chy.

Riddick

Rcpt under Dec. of Sept 1887

Filed 9th Sept. 1887

Lien No. 1 Brought forward $ 330 33

Costs of suit 8 55

$ 338 88

No. 2 A lien against the right, title & interest of Wm. G. Riddick on the 18th. of April, 1882 in favor of Geo. A. Butts for $ 201 26
his pro rata share of the same cost
with interest thereon from 9th. day of
Nov. 1881, to 20. Oct. 1882 10 40
Costs of suit 8 50

220 16

Total amt. of liens found . . $ 564 37

Commissioners Office, Isle of Wight C. H.
August 1st 1882.

To the circuit court of Isle of Wight County.

Pursuant to a decree of the said circuit court rendered at the April term, 1882, in a suit in chancery therein pending between E. C. Ramsey as plaintiff and Wm. G. Riddick as defendant, directing a commissioner of the said court to take and report to the court an account of the real estate of which Wm. G. Riddick is seized and possessed, together with the fair cash & annual value thereof; and also an account of any liens thereon, with their dignities and priorities; your commissioner, to whom the said decree was submitted for report, reports to the court that on the 15th. day of July last he issued notices to the parties, plaintiff & defendant, that he had fixed upon the 1st. day of August 1882, to take and settle said accounts, at his office aforesaid. That said notices were duly executed and returned to your commissioner. That the parties appeared by counsel, on the day fixed upon, and your commissioner from the evidence before him, made up and completed the foregoing accounts marked respectively A. & B. To wit:

Acct. A. This account is of the real estate aforesaid of which Wm. G. Riddick is seized & possessed and shows its fair cash value to be $ 320.00 and its annual value to be $ 80.00.—

Acct. B. This acct. is of the liens found against the aforesaid lands of W. G. Riddick, and shows the total amount of liens to be $ 564.37, all of same dignity. The judgment in favor of E. C. Ramsey, marked No. 1, being of the first priority, and the judgment in favor of Geo. A. Butts, marked No. 2, of the second priority.

Given under my hand as a commissioner of the said circuit court the day and year first aforesaid.

A. D. Young com.

Comms. fee $ 10.75
Shff. " 1.00
$ 11.75

A.

An account of the real estate of which William G. Riddick is seized and possessed together with its fee simple and annual values.

A tract of 499 acres, composed of two tracts of 316 and 183 acres respectively, which was devised to said Wm. G. Riddick by the will of Wm. Green dec'd. Valued in fee simple at	5472 00	
Annual value of same		400 00
One other tract of 154 acres acquired by deed from Mills R. Minton, valued in fee simple at	1848 00	
Total fee simple value	$ 7320 00	
Annual value of same		180 00
Total annual value		$ 580 00

B.

An account of any liens on the lands of Wm. G. Riddick, with their dignities & priorities.

No. 1	A judgment of the Superior Court of Edgecombe Co. in favor of Edgecombe Co. against Wm. G. Riddick, rendered at the Fall Term 1878 of said Court, for the sum of $ 1878.50 with interest from the 13th day of October 1878.	368 02	
	Also for costs of suit in said action	67 31	
	This judgment was satisfied of record on the 20th day of Dec. 1882.		
	Total debt considered		$ 3355 33

Letter from Deft's
Counsel

A. C. Withers.

COURTS:
Nansemond, Isle of Wight and Southampton Counties,
And United States Courts at Norfolk.

Withers & Prentis,

Attorneys at Law.

Robert R. Prentis.

Suffolk, Va., _____ 188_

4740
732
5472

Ramsay
23
Redditch

Decree

To be entered

Geo. Blood.

a/s 20th 1882

Entered 39

Ramsay

vs

Riddick

This cause came on this day to be heard upon the Complainants bill & exhibits filed therewith, and upon the Demurrer and answer of the Defendant Wm G. Riddick, & was argued by Counsel.

On consideration whereof the court; ~~overruling the said Demurrer, and not~~ without in the Demurrer or deciding any question involved in the Bill and answer relative to the liability of Wm G. Riddick, by reason of his endorsement of the note of $461 95/100, with ad judge, ordered and decreed that one of the Commissioners of this Court do take, state and report to Court an account of the Real Estate of which Wm G. Riddick is seized & possessed together with its fee simple and annual values. and also an account of any liens thereon with their dignities & priorities

Ramsey

vs.

Riddick —

Decree for accts. —

Apr: Term, 1882 —

June 23d 1882.

Notices to 1st Aug 82

In the Circuit Court of Isle of Wight
County. April Term 1882.

E. C. Brinkley Complt.

vs. In Chy.

W. G. Riddick Defr.

This cause came on this day to be
heard upon the bill, amended bill
and exhibits filed therewith and
upon the demurrer & answer of the
Defendant W. G. Riddick & was argued
by Counsel. On consideration whereof
the Court (without now deciding any
question involved in the demurrer &
in the bill and answer relative to the
liability of Wm. G. Riddick by reason of
his endorsement of the note of $76.95
doth adjudge, order and decree that the
& the Comrs. of this Court do take state
and report to Court an account of the
real estate of which Wm. G. Riddick is
alleged possessed, together with its
fee simple annual values and also
an account of any liens thereon with
their degrees and priorities

A Copy.

Teste, W. D. Young Clk.

E. C. Ramsey

v. Decree

Wm. Green Riddick

To be entered,

Geo. T. Bacon,

Entered No 20.

E. C. Ramsey

v.

Wm Green Riddick -

This cause came on this day to be heard on the papers formerly read and upon the report of Master Commissioner N. F. Young, dated the 17 day of August 1882 and filed on the 9. day of September 1882, to which no exceptions have been taken, and upon the depositions of witnesses and was argued by counsel: On consideration whereof the Court being of opinion that there is no liability upon the Defendant Wm Green Riddick to the complainant E. C. Ramsey by reason of the endorsements in the bill mentioned, or by reason of any matter appearing in the record; and it appearing that the judgments in the bill mentioned have been fully paid off and satisfied, it is adjudged ordered and decreed that the said report be in all respects ratified approved and confirmed, ~~and~~ that the complainant's bill be dismissed and that the ~~defendant~~ complainant recover of the ~~complainant~~ defendant his costs by him about his ~~defence~~ suit in this behalf expended. -

And the cause is ordered to be stricken from the docket. -

The said defendant, in mercy &c.

A Copy

Teste.

Peter B. Prentis. Clerk

Rawlins
vs
Riddick

24 Ct. Plaintiff's Bill

A. judgment obtained in the Clerk's Office of the Circuit Court of Nansemond County and confirmed at a Court held and closed for the said County on Tuesday the 16th day of October 1878.

E. L. Ramsay Plaintiff.

Against } In Debt.

Chas H. Riddick and W. G. Riddick. Defendants

Costs.

Clerk $4.38

Atty's Tax 3.50

Shff. 1.00

$8.88

Fi. Fa. Oct. 22d 1878

The death of the defendant, Chas H. Riddick having been suggested on the record and by Consent of parties, this suit, so far as it relates to him, having been revived against Mary Fannie Riddick, his administratrix: and the Judgment obtained at the Rules against the defendant, W. G. Riddick not having been set aside, and the plaintiff being now entitled to a final judgment against him: it is therefore considered that the plaintiff recover against the said defendant, W. G. Riddick, Two Hundred and sixty eight dollars and two cents, the debt, in the declaration mentioned, with interest thereon from the 13th. day of July 1878 at the rate of six per centum, per annum, till paid, and his costs, by him, about his suit, in this behalf expended. and

Defendants in Mercy &c.

A Copy

Teste:

Peter B. Prentis. Clerk.

Roman "2"
v.
Belcher
Riddick

Exhibit with Bill
Rec'd.

A judgment obtained in the Clerk's Office of the Circuit Court of Nansemond County and confirmed at a Court held and closed for the said County of Tuesday the 16th day of October 1878.

The Farmers Bank of Nansemond.. Plaintiff.

Against } In Debt.

Chas H Riddick E C Ramsay and W G Riddick. Defendants

Costs.
Clerk $ 4.48
Atty Fee 3.50
Shff. 1.50
$ 9.48
Fi Fa. Oct 22. 1878

The death of the defendant Chas H Riddick having been suggested on the record, and by consent of parties, this suit so far as it relates to him, having been revived against Mary Fannie Riddick, his Administratrix: and the judgment obtained at the Rules against the defendants E. C. Ramsay and W. G. Riddick, not having been set aside, and the plaintiff being entitled to a final judgment against them: It is therefore considered, that the plaintiff recover against the said defendants, E C Ramsay and W. G. Riddick Four hundred and thirty nine dollars and twenty cents, parcel of the debt and protest charges, in the declaration mentioned, with interest thereon, at the rate of six per centum per annum, from the 7th day of October 1878. Till paid; and its costs by it about its suit in this behalf expended. and the said

Ramsey

n. 33 Indn.

Riddick

=

Exhibit No. 3. filed with Bill

"3"

Received of E.C. Ramsay Esq
$370 43/100 in full of Judgment of
the Farmers' Bank of Hanover
vs A.H. Riddick's Adm[x] W.S. Riddick
& E.C. Ramsay, obtained in Circuit
Court of Hanover County at the
Oct term 1878.

John T. Upshaw Cor.
Farmers' Bank of Va.

E. L. Ramsay. vs. G. Riddick. E. L. Ramsay.

Copies:

Jesse:

Nansemond Cir: Ct: Office
Feby: 28th: 1882

Peter B. Prentis. Clerk

Ramsay

vs.

G. Riddick

"Exhibit No. 1" with
Answer of Wm. Ann
Riddick —

to have demand of & from the said Defendants the said sum of Money & interest above demanded, Nevertheless, the said Defendants although often requested so to do, have not, nor hath either of them as yet, paid to the said Plaintiff the sum of Money and interest above demanded or any part thereof, but to pay the same, they and each of them hath hitherto wholly neglected & refused & still do neglect & refuse to the damage of the said Plaintiff of $50.00 and thereupon the Plaintiff sues.

Wright & Rawls

p.q.

The following is a copy of the note filed with the foregoing declaration.

$461 25/100 Suffolk Va June 3rd 1878.

Sixty days after date I promise to pay unto E. L. Ramsay or order, negotiable and payable at the Commercial Bank of Suffolk, in Suffolk Va without offset. Four hundred & Sixty one 25/100 Dollars for Value received, and the maker and endorser hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker. Chas T. Riddick.

"Endorsed"

August 5th 1878. Received $25. part of the within and the interest to the 5th day of Oct 1878

J. R. Copeland Ex.

thereof there in like manner endorsed the same to the Plaintiff, thereby ordering & appointing the payment of the sum of money in the said note mentioned to be made to the Plaintiff: of all which the said defendants, afterwards, to wit: on the same day & year had notice: And the Plaintiff avers, that afterwards when the said note became due & payable, according to the tenor & effect thereof, to wit: on the 5th day of August 1878 at the said Farmers Bank of Hansonond the said note was there duly presented and payment of the sum of money therein specified was duly required, but neither the said defendants nor any person or persons whatsoever, did, when the said note was so presented for payment, or at any time before or afterwards, pay the said sum of money therein specified, or any part thereof. but wholly neglected & failed so to do, and thereupon the said note was duly protested for non payt: to wit: on the 5th day of August 1878. to wit: at the County aforesaid, and the charges of the said protest amount to £2 2s 5d of all which premises, especially of said protest, the said Defendants. E L Ramsay & W G Riddick, to wit: on the said 5th day of August 1878. had notice, By reason of all which, the said Defendants, became liable to pay the said Plaintiff, and right of action accrued to the said Plaintiff.

In the Circuit Court of Nansemond County.
Nansemond County, to wit.

The Farmers Bank of Nansemond Plaintiff, Complains of Chas H. Riddick E. C. Ramsay & W. G. Riddick Defendants, who have been duly summoned to answer the Plaintiff. in this action of a plea, that the defendants render unto the Plaintiff the sum of $464 20/100 with interest thereon from the 5th day of August 1878. till paid ($2. 25/100 of the said sum of $464. 20/100 being for charges of the protest hereinafter mentioned) which they owe to & unjustly detain from the Plaintiff. For this, that the said Chas H Riddick heretofore, to wit: on the 3rd day of June 1878 at the County aforesaid, made & subscribed his certain note in writing, bearing date the day and year last aforesaid, by which he the said Chas H Riddick, promised to pay, sixty days after the date thereof, to the said E C Ramsay or order the sum of $461 95/100 without offset, negotiable and payable at the Farmers Bank of Nansemond for Value received: and the said E C Ramsay, after the making of the said note & before the same became payable, to wit: on the day & year last aforesaid, by writing his name on the back thereof, did endorse the said note to the said W G Riddick, who in like manner then & there endorsed the same to the said E C Ramsay who

FI FA.

The Commonwealth of Virginia,

To the SHERIFF OF ~~NANSEMOND~~ Isle of Wight COUNTY, Greeting:

WE COMMAND YOU, that of the Goods and Chattels of W. G. Riddick, ——————

in your bailiwick, you cause to be made the sum of Two hundred and sixty-eight Dollars and Two —————— Cents, with interest thereon at the rate of Six —— per centum per annum, from the 13th day of July ——————, 1878, till paid, which E. C. Ramsay,

lately in our Circuit Court of Nansemond County, recovered against him, for debt

Also, Eight —————— Dollars and eighty-eight Cents, which to the said E. C. Ramsay ——————

in the same Court were adjudged for his —— costs by him —— about his suit in that behalf expended: whereof the said W. G. Riddick is ——————

convict, as appears to us of record; and that you have the same at the Clerk's office of our said Circuit Court, at Rules directed by the law to be held in and for Nansemond County, on the first Monday in January —————— next, to render unto the said E. C. Ramsay,

of the Debt and costs aforesaid. And then and there have this writ.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 22nd day of October, in the year of our Lord 1878, and in the 103rd year of our Independence.

COSTS:

Clerk	$4.38
Attorney	2.50
Sheriff	1.00
Witness	——
W. T.	1.00
	$8.88

Teste:

Peter B. Prentis, C. C.

Sheriff's Return "I can find nothing to satisfy the within Execution or any part thereof.

L. B. Edwards, Sh'ff.

Copies: Teste Peter B. Prentis, Clerk

Ramsey

Francis

Riddick -

Filed 1st Sept.
1888.

Endorsed.
E. C. Ramsay
W. G. Riddick
E. C. Ramsay

$461.93

SUFFOLK, Va., June 3rd 1878

Sixty Days after date I promise to pay unto E. C. Ramsay, or order, negotiable and payable at the ~~Office of Discount and Deposit of the~~ Commercial Bank of Suffolk FARMERS BANK OF NANSEMOND, in Suffolk, without offset Four hundred & Sixty one 93/100 Dollars, for value received; ~~and it is agreed upon by the parties that the interest on this Note shall be payable in advance~~; and we, ~~principal~~ maker and endorsers hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Chas. H. Riddick

United States of America,
STATE OF VIRGINIA,
COUNTY OF NANSEMOND. } ss.

Be it known, That on the 5th day of August in the year of our Lord one thousand eight hundred and ~~eighty~~ seventy eight, at the request of Jno. R. Copeland Cashier of the Farmers Bank of Nansemond holder of the above note

I, R. H. Rawles, a Notary Public, in and for the County aforesaid, by lawful authority duly commissioned and sworn, did present the original note (a true copy whereof is above written,) to the Commercial Bank where it is payable and demand payment thereof, (the time limited having expired,) which was refused.

WHEREUPON, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do publicly and solemnly PROTEST, as well against the maker & endorsers of the said note as against all others whom it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest, and costs already incurred, or to be hereafter incurred, for want of payment thereof.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the day and year above written.

Protest and Record, $ 1.00
Additional Notices, 20
State Tax on Seal, 1.00
Postages, 11 5

Charges $ 2.25

R. H. Rawles Notary Public.

Seal
R. H. Rawles
Notary Public

A Copy: Teste: Peter B. Prentis Clerk

Nansemond Co: Court Clk's Office

Ramsey

do. 3 Convicts
3 noted

Reddick

No 1 4th Aug. 1887.

Executed by delivering
to the within named
E. C. Ramsey & Co.
Reddick a true
Copy of the within
Summons Augt 4th
1887.

L. B. Edwards
Shff

2 Cases.

Commissioner's Office.

Isle of Wight C. H., Va, July 13th 1887.

To E. C. Ramsey

Plaintiff,

and to Wm G. Riddick

Defendant:

You are hereby notified that I have fixed upon the 17th day of August 1887 to take and settle, at my office aforesaid, the following accounts, to-wit: An account of the real estate of which Wm G. Riddick is seized and possessed, together with its fee simple annual value, and also an account of any liens thereon with their priorities and precedence.

Required to be taken by a decree of the Circuit Court of Isle of Wight County, rendered on the 22d day of June 1887, in a suit in Chancery depending in the said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand, as a Commissioner in Chancery of said Court, the day and year first aforesaid.

H. D. Young Commissioner.