

1868-018

DAVID J. GODWIN GUARDIAN OF JACOB & SALLIE KEELING

VS

RICHARD RIDDICK & WIFE ETC

1868

(CHANCERY CAUSES)

NANSEMOND COUNTY
(SUFFOLK)

SURNAMES: GODWIN, KEELING, RIDDICK

N.B. OVERSIZED PLAT LOCATED IN
NANSEMOND COUNTY CHANCERY OVERSIZE BOX NO. 1

Judge R W Baker
Napoli N.

Smithfield
June 24/88

(Col J. G. Clarke

Dear Sir -

It has
occurred to me since we parted,
that it would be well (& I would
so advise) that the commissioners
who allot the lands, should
also allot the rents of the lands
to the parties to whom the lands are
respectively allotted & mention
in their report to court such
allotment of rents. The rule
suggested is not often equitable
one, but it is also as I conceive
the rule of law, that the rents
should go to the party owning the
land at the time the rent falls
due. If the allotment now made
is hereafter confirmed by the

court, then such confirmation
will relate back to the date of
the assignment, & from the date
of the assignment the parties will
be the owners of the land & as
owners entitled to the rents thereafter
accruing - But as before
remarked I would advise
that the Commissioners mention
that the rents shall follow the
assignment of the land, this
will bring the matter before
the court & prevent any dispute
hereafter - I would recommend
a similar arrangement as
to the taxes for the present
year -

Yours Respectfully
C. B. Hayden

Suffolk, Va

Sep 23^d 1867.

My Dear Frank:

I served your
note to day, and have saved
you the cost of the Officers
fee, of 80 or 90 cts for each, by
serving them myself, which I
found it convenient and best
to do. I return you the
copies, certified, as I think it
best they should be in your
possession. Please accept this
small service, and command me
at any time and in any way
I can help you

Very truly

Your friend &c
R. D. Whitman.

To Richard Taylor Reddick Esq

Take notice that ³³ I shall move the Circuit Court of Hanseman County
on the first day of its ~~next~~ Oct Term next, for judgment against you for a sum equal to
the interest for one year on the principal of your debt, or on so much thereof as is unpaid, which is
due me as Spl. Com'r under a decree rendered in the
Suit of Keeling & Co. vs Reddick & Co. pending in the said
Court as evidenced by three bonds executed by you to me
as Com'r aforesaid on the 12 Nov. 1860 for \$3625.
each, payable respectively in 6, 12 & 18 months
after said date.

J. F. Crocker
Spl. Com'r

Summons c. to int:

This day Reuben Whitman personally appeared before me, a Justice of the Peace for the County of Nevada, and made oath that he did on the 23rd day of Sept^r 1887, deliver a copy of the within notice, to Margaret S. Iverson Ex. Ex. of Ed H Webb. decd. Given under my hand this 23rd day of Sept^r 1887.

Wm. R. Ellis J.P.

Oct. 15th 1887

To Mrs Margaret S. Webb
Ex'ing of Robt. H. Webb dec'd

Take notice that I shall move the Circuit Court of Houseman & County
on the ~~1st~~^{3rd} day of its Oct- Term next, for judgment against you for a sum equal to
the interest for one year on the principal of your debt, or on so much thereof as is unpaid, which is
due me as Sbl. Cris's under a decree rendered
in the suit of Keelings' Edw. Riddick & Co
pending in said court, as evidenced by three bonds.
Executed by R. T. Riddick & Robt. H. Webb
to me as Cris's aforesaid on the 12 Nov. 1860
for \$36.25 each, payable respectively in G.
12 & 18 months after said date -

J. F. Gunkler
Spl. Cris.

Nansemond County, to wit:

This day Richd. O. Whitehead personally appeared before me, a Justice of the Peace for the County aforesaid and made oath that he did on the 23rd day of Sept. 1867 deliver a copy of the within notice to Mary J. Webb Ex^{rs} of Ro. H. Webb dec. Given under my hand this 23rd day of Sept. 1867

Wm. R. Ellis J.P.

228/11:11:00

To the Cir. Ct. of Hanson County.

The undersigned respectfully reports,
that he was appointed Spec. Com'r under
a decree of this honorable Court, rendered
Apr 1861, in the suit of Keeling's Adm'r
vs Keeling &c. That by said decree Hon
Com'r, was directed to receive of the Clerk
of said Ct. the following bonds which had
been formerly filed in said suit, to wit. Three
bonds executed to your Court, on the 12 Nov. 1860
by Richard T. Kiddick (principal) & Robt
Webb, (surety), each for the sum of Three
thousand six hundred and twenty five dollars.
payable with interest for date, respectively
within six, twelve & eighteen months. which
bonds were given for the ~~proffered~~ ^{deferred} payment
of purchase money of the land sold under
decree rendered in said suit Oct 1860.

That he was further directed to collect the
said bonds, and to distribute the money
as follows; one Third of the sum to the legal
guardian of ~~John~~ ^{Isabel} W. Keeling, one Third to
the legal Adm'r of Sallie W. Keeling, and the
other Third to Richard T. Kiddick & Mary
allie his wife - & upon the payment of
said bonds to execute a deed to the R. T. Kiddick
the purchaser, conveying the lands described in
the proceedings.

Your Comr's further reports, that he never
rec'd of the clerk ^{the} said bonds - that the
said bonds, together with all the papers of
said Suit have been recently destroyed by
fire. That the aforesaid obligors have
never paid any or any part of the aforesaid
said bonds.

Yr. Comr's further reports, that since the
last aforesaid decree was rendered, Mary
Alice wife of Richard T. Kiddick has
died - and your Comr has been advised
that a doubt has arisen as to that part of the
purchase money which was decreed to be
paid to Rich^d T. Kiddick & Mary Alice
his wife.

Yr. Comr's submits this report, with the
view of bringing to the knowledge of the
Court the foregoing facts, & to receive
from the Court such further directions
in the discharge of his duties as Shl.
Comr's, aforesaid, as to the Court may seem
most to give.

all of which is respectfully submitted
J. F. Crocker
Sh Comr's

David J. Godwin, Jan.
to

to } Report &

Richd. T. Ruddick Sept.
to

Feb. 16th: April 1866
C. H.

Keeling v Reddick

After examining this case with care, & the various authorities referred to, the court is of opinion that under the acts in the Code Ch: 124 & 128 and the acts of 1865-6 pages 167-168, what remained of the proceeds of the land in the proceedings mentioned, upon the death of Mr. Reddick belongs to her heir and not to ~~her~~ personal representative. If Mr. Reddick had a child born alive her husband in that case, will be entitled to the use for life of such proceeds, otherwise the same will go immediately to her heir, and may be recovered either by writ upon the lands or under a rule of court according to *Clarkson v Reed* 15 Grant 288.

R. H. D.

Kuling

v. 8

Riddick

note

Costs

✓ Clerk		\$ 25.00
✓ Commr ^t in Chy		25.00
✓ G. W. Bunting	costs before Commr ^t	50
✓ J. P. Johnson	do	50
✓ John R. Cepelaw		10.00
✓ Geo. W. Bunting	} <i>Conveyance Johnson</i>	10.00
✓ John P. Johnson		5.00
✓ Archibald Holmes		5.00
		81.00

Done
3/2/5

Costs

1869. July: 26th: Recd of Peter B. Prentiss, the sums
respectively taxed for us in the bill of costs, and opposite
our names, in the Chy. suit of David J. Godwin,
granted to Rich^d T. Noddick & wife & al:

Geo Bunting	\$10.50
Archibald McElroy	\$5.00
John B. Copeland	\$10.00
John P Johnson	\$5.50

The undersigned counsel respecting for R T
Riddick ~~on~~ his own right & as Administrator
of his late wife Mary Riche & James W Clarke
& Sallie R his wife agree that the court
shall regard the following facts as proved
before reported by a Commissioner in chancery -
in this cause -

1st That Jacob W Keeling one of the Plffs in this cause
has departed this life in infancy & that Sally
W Keeling was his sole heir - That the said
^{& is now an infant} Sally W has intermarried with James W ~~Keeling~~ ^{Clarke} -

2nd That the Jfdt Richard T Riddick since the
purchase of the land in these proceedings has
been reduced by the war from wealth to
poverty & that so far as his property is concerned
asset must be had chiefly to the Land for
the payment of the purchase money -

3 That on account of the straits & the difficulty
of realizing the assets of the estate, payment
can not now be had of the purchase money
of said land from the estate of R W Webb
the surety of the purchase that ~~asset~~
cannot be had to said estate before its
final settlement & that the uncertainty con-
sequent on such delay of payment, renders
the ability of said estate to pay the same doubtful
& hazardous -

4¹⁸

That if a sale was had of said land at this time, it would ~~not~~ bring its value; a foregone to pay the unpaid purchase money -

5¹²

- That R. J. Riddick is willing to surrender said land in discharge of the unpaid purchase money, provided a portion of the same is assigned him as an equivalent for his life interest -

6

That in view of the foregoing facts showing the hazarousness of said debt due & the purchase of said land, we are of opinion that it is for the interest of all parties to accept the land in discharge of the unpaid Bonds & to assign to R. J. Riddick such portion thereof as will be an equivalent for his life interest; to assign to James W. Clarke such portion thereof as will be an equivalent for the interest now due on said debt & to his wife Sally W. the balance of said land - We hereby consent to a decree on such basis -

John R. Kelly atty
for Rich^d. J. Riddick &
C B Hayden
Atty for Jas W Clarke
Wife -

Godwin Edm
Riddick
Inps —

✓
Certificate of Agreement
of Counsel
→

Dec 21st Apr: 1868.
city

Commissioner's Office, Suffolk, Va.
November 22nd: 1866. }

To the Circuit Court of Nansemond County:

Pursuant to the Decree, made on the 13th. day of October 1866, in the Cause pending in said Court, wherein David J. Godwin, guardian of Jacob W. Keeling and Sallie W. Keeling, is Plaintiff, and Richard J. Riddick and Mary Alice, his wife, and Jacob W. Keeling and Sallie W. Keeling, the last two infants, under twenty-one years of age, are Defendants. The Undersigned, one of the Commissioners of said Court, has this day, after due notice, proceeded "to ascertain what would be a fair fee-simple present value, in lieu of the life right to the same, of said Richard J. Riddick in the portion of the funds, remaining uncollected and referred to, arising from the sales of Real Estate", and now reports as follows, to wit:

Balance of Principal uncollected \$10,875:00

Interest on same, from 12th. Nov. 1860 to 5th. May 1861
when said Mary Alice Riddick departed this life } 313:21

Making \$11,188:21

of which, the said Richard J. Riddick, is entitled to one third, or \$3,729:40 for life, the annual interest or product of which is \$223:75.

That the said Richard J. Riddick, on the 5th. day of May 1861, aforesaid was Twenty-three years and Eight months of age (23yrs: 8mos) and, according to the established tables, his expectation of life is thirty-four years (34); and that the present value of an annuity of \$223:75, for thirty-four years, is \$3,214:50, and to which, the said Richard J. Riddick, in the said remaining uncollected funds, is entitled.

Your Commissioner, deeming it pertinent, makes the following statement, in addition to the foregoing:

1861. May 5th Amount of uncollected funds brot. down . . . \$11,188:21

" Deduct Richard J. Riddick's portion thereof . . . 3,214:50

Leaving \$7,973:71

To Interest on \$7,973:71, as above, from the 5th. day
of May 1861 to the 16th. day of April 1867 . . . } 2,845:27

Total Balance due by Richard J. Riddick, Apr. 16th 1867. . . \$10,818:98

all of which, your Commissioner

respectfully reports to Court, together with a copy of the-
said Decree and Notice; and acknowledgment of its service.

Peter B. Prentiss.

Comms: fee }
\$10.00 }

Commissioner

At a Circuit Court held for Hansemond County, the 13th day of October 1866.
David J. Godwin, guardian of Jacob W. Keeling and Sallie W. Keeling. . Plaintiff.

Against In Chancery.

Richard T. Riddick and Mary Alice his wife, and Jacob W. Keeling and
Sallie W. Keeling, the last two infants under twenty-one years of age. . Defendants.

This day Richard T. Riddick as the administrator of Mary Alice his late
wife filed his petition marked (X) and the cause by consent of parties
came on to be heard on said petition and on the papers formerly read
and on the report of J. F. Crocker to which there is no exception, and was ar-
gued by counsel. On consideration whereof the Court deciding that the por-
tion of the funds remaining uncollected, and referred to in the proceed-
ings, arising from the sales of real estate, and to which the said Mary
Alice was entitled, is to be considered as real estate and should pass
on the death of her infant child, to the said Sallie and Jacob W. Keeling, to the
exclusion of said Richard T. Riddick as the administrator of his said
wife, Mary Alice. But that the said Richard T. Riddick is entitled to the use
for life, by curtesy, of the same. To be accounted for at his death, doth adjudge
order and decree, that a Commissioner of this Court ascertain what would
be a fair fee simple present value in said fund in lieu of the life right
to the same, of said Richard T. Riddick and make report to Court
with any matters specially stated deemed pertinent by him or
that may be required by any of the parties to be so stated.

A Copy:

True.

Peter B. Pentis. Clerk

Commissioner's Office
Suffolk Co: Nov: the 1st. 1866 }

To,

David J. Godwin, guardian of Jacob W. Keeling
and Sallie W. Keeling
and

To,

Richard J. Riddick and Mary Alice, his wife,
and Jacob W. Keeling and Sallie W. Keeling:
the last two infants, under twenty-one years
of age.

You are hereby notified, that I have fixed upon
Thursday, the 22nd. day of November, 1866, at my Office "to
ascertain, what would be a fair fee-simple present
value, in lieu of the life right to the same, of Richard
J. Riddick, in the portion of the funds, remaining uncollected,
and referred to, arising from the sales of real estate",
which is required to be done, by the Decree of the Circuit
Court of Nausemond County rendered on the 13th. day of
October 1866, in a suit in Chancery depending in said
Court, in which you are parties, Plaintiff and defendant,
at which time and place you are required to attend.

Given under my hand, as Commissioner in
Chancery of the Circuit Court of Nausemond County,
the day and year first aforesaid.

Peter B. Prentiss.

Commissioner

1866. Nov: The 1st: We do hereby acknowledge due service of the foregoing
notice.

Peter B. Prentiss, guardian ad litem to the infant defendants
John R. Kilby atty for R. J. Riddick
J. F. Crocker atty for Keelings

David J. Godwin, grm:
&c

25th { Commrs: Refrah

Richard T. Riddick & wife
Val:

1866. Nov: 22nd:
Completed & filed in my
Office.

Peter B. Prentiss.

Commr:

—

1866. Dec: 3rd J. C. S.
clk

To the Circuit Court of Nausumond County.

The Undersigned, Commissioners appointed by a decree of said Court, made on the 21st day of April 1868, in the cause therein pending wherein David J. Godwin, guardian of Jacob W. Keeling and Sallie W. Keeling is plaintiff and Richard J. Riddick & others are defendants; beg leave to report that they have proceeded to execute the said decree, as follows — he valued the whole property as described in said decree at fifteen thousand dollars = \$15,000.00 (and we assigned to Richard J. Riddick ^{in fee simple} that part of said land lying on the west side of the County road (all wood land) containing one hundred and twenty acres, more or less, as equal to $\frac{1}{6}$ of the whole — valued at \$2,500.00

Leaving	\$12,500.00
---------	-------------

he then run a line commencing at the mouth of a gut in Nausumond River, a little south of Hill's Point Landing, thence up said gut & branch to a Black Gum near the Spring, thence N. 52 W. to a Red oak near a Branch, thence up the Branch to a Sweet gum standing in the head of said branch

over

over \$12,500. 00
then N. 60° W. along a line of
newly marked trees to a Post oak
at the County road, and we
assigned all the Land on the North
of the said described line ^{& east of said County road} to James
W. Clarke ^{in fee simple} containing four hundred
and twenty five (425) acres more or less
and equal to $\frac{2}{6}$ in value of the whole
and valued at five thousand dollars = \$5,000. 00
\$7,500. 00

And we assigned unto Sallie
W. Clarke wife of James W.
Clarke all the Land on the South
side of the above described Land &
East of the County road, containing
seven hundred acres (700) more
or less and valued at seven
thousand five hundred dollars
being $\frac{3}{6}$ of the whole = \$7,500. 00

We further assign to James W. Clarke a right
of way through the Land of said Sallie W.
Clarke at the most convenient point & route, so
as not ^{seriously} to injure the Land of said Sallie W.,
so that he may get to the said County road -

and we further assign the rents of the
said Land, that may be due for this present

year (1868) as follows - $\frac{1}{6}$ to said Richard J. Riddick; $\frac{2}{6}$ to said James W. Clarke & $\frac{3}{6}$ to said Sallie W. Clarke : and we further affirm that the Taxes due for the year 1868 (National, state and County) shall be paid by the said parties in the same proportions as the rents are divided

The undersigned annex a map & survey of said lands heretofore made by Sept B. Brewer, late County Surveyor and have indicated thereon by dotted lines the boundary line above referred to.

all of which is respectfully submitted to Court.

Geo. W. Bunting

June 25 1868

John H. Copeland

Archibald Kelms

John P. Johnson

Comrs

Nausummed County to wit.

This day, John R. Copeland, Geo. W. Bunting, John P. Johnson, and Arch^d. Kelms, came before me & made oath that they had faithfully executed the duties required of them under the decree above referred to.

Given under my hand this 13th day of July 1868.

Benjn Riddick J.P.

Chaspy
Geo. W. Bunting \$10.
Arch^d. Kelms 5.
John P. Johnson 5.
John R. Copeland 10.
\$30.

Godwin, John

n

Riddick Sal

Report of
Division of Land

July 13th 1868 Filed. *clg*

To the Circuit Court of Hansemond County:

The undersigned, the County Surveyor of Hansemond County, pursuant to a decree of Hansemond Circuit Court, in the Chancery Cause of David J. Godwin, guardian of Jacob W. Keeling and Sallie W. Keeling Complainants, against Jacob W. Keeling and Sallie W. Keeling: Mary Keeling, Richard T. Riddick & Mary Alice, his wife: the first two named being infants under twenty one years of age Defendants: made on the 20th day of April, 1860: Reports to Court that he has made a survey of the Land &c. in the papers mentioned. The bounds and area of which are as follows: Beginning at the mouth of Webb's gut: then up the said stream its various meanderings to a small gum, a corner of Amos R. Harrell's land, thence along said Harrell's line N. 45° W. 5.18 ch. to a gum: thence N. 60° W. 8.32 ch. to a gum: thence S. 89° W. 1.77 ch. to a pine: thence S. $76\frac{1}{2}^{\circ}$ W. 78 ch. to a gum: thence S. $87\frac{1}{4}^{\circ}$ W. 9.38 ch. to a pine: thence S. 87° W. 1.90 ch. to a pine: thence N. $85\frac{3}{4}^{\circ}$ W. 2.40 ch. to a pine: thence S. $81\frac{1}{2}^{\circ}$ W. 3.25 ch. to a pine: thence S. $85\frac{1}{2}^{\circ}$ W. 2.70 ch. to a pine: thence S. 81° W. 5.86 ch. to the Main Road from Suffolk to Reid's Ferry. Thence along said road S. 25° E. 2.09 ch. S. $22\frac{1}{4}^{\circ}$ E. 13.20 ch. to a pine, a corner tree on said Harrell's land: thence from said road N. $66\frac{1}{2}^{\circ}$ W. 1.72 ch. to a pine: thence N. 70° W. 7.40 ch. to a pine: thence N. 66° W. 8.63 ch. to a red oak: thence N. 75° W. 5.80 ch. to a pine: thence N. $73\frac{1}{2}^{\circ}$ W. 5.60 ch. to a pine: thence N. 74° W. 2.60 ch. to a pine: thence N. $66\frac{3}{4}^{\circ}$ W. 4.00 ch. to a post oak: thence N. 66° W. 6.35 ch. to a pine: thence N. $63\frac{1}{4}^{\circ}$ W. 7.16 ch. to a pine: thence N. 70° W. 1.47 ch. to a dead white oak: said Harrell's and Nancy Helms' corner: thence N. 20° W. 1.80 ch. to a pine: thence N. 6° W. 2.67 ch. to a pine: thence N. $39\frac{3}{4}^{\circ}$ W. 2.09 ch. to post oak: thence N. $47\frac{3}{4}^{\circ}$ W. 5.57 ch. to a pine: thence N. 1° E. 1.00 ch. to a pine: thence N. 5° W. 5.47 ch. to a pine: thence N. $1\frac{1}{2}^{\circ}$ E. 2.50 ch. to a pine: thence N. $2\frac{1}{2}^{\circ}$ E. 2.48 ch. to a pine: thence N. $1\frac{1}{2}^{\circ}$ E. 3.83 ch. to a pine: thence N. $\frac{1}{4}^{\circ}$ W. 6.45 ch. to a pine on the road to Providence Meeting House, a corner tree on Sophia Ann Norflee's land: thence N. 76° E. 4.28 ch. to a red oak: thence N. $85\frac{3}{4}^{\circ}$ E. 2.10 ch.

to a white oak: thence S. 81° E. 3.97 ch. to a pine: thence S. 57° E. 2.42 ch. to a pine: thence S. 51° E. 2.37 ch. to a pine: Alexander Moore's corner: thence same course 1.12 ch. to a post oak: thence S. $64\frac{1}{4}^{\circ}$ E. 2.46 ch. to a pine: thence S. $79\frac{3}{4}^{\circ}$ E. 5.04 ch. to a post oak: thence S. $71\frac{1}{4}^{\circ}$ E. 2.85 ch. to a pine: thence S. 86° E. 4.36 ch. to a pine: thence S. $82\frac{1}{4}^{\circ}$ E. 3.95 ch. to a pine: thence S. 68° E. 3.93 ch. to a pine on the road to Reid's Ferry: thence along said road N. 10° W. 4.34 ch. to a pine. N. $13\frac{3}{4}^{\circ}$ W. 3.26 ch. to a pine - N. 24° W. 5.79 ch. to a pine - N. $31\frac{1}{4}^{\circ}$ W. 3.20 ch. to a fork of said road: still along said road N. 40° E. 17.66 ch. to a pine. Leconte's corner: thence S. $65\frac{1}{2}^{\circ}$ E. 5.00 ch. to a pine: thence S. $68\frac{3}{4}^{\circ}$ E. 2.95 ch. to where a pine stood: thence N. 74° E. 2.8 ch. to a red oak: thence N. $40\frac{1}{2}^{\circ}$ E. 2.06 ch. to a pine: thence N. 50° E. 7.30 ch. to a red oak at the head of a branch: thence along the side of said branch S. 39° E. 1.28 ch. to a red oak: thence S. $20\frac{3}{4}^{\circ}$ E. 2.96 ch. to a pine: thence S. 15° E. 1.60 ch. to a pine: thence S. $31\frac{3}{4}^{\circ}$ E. 1.20 ch. to a pine: thence S. $35\frac{1}{2}^{\circ}$ E. 1.48 ch. to a pine: thence S. $31\frac{1}{2}^{\circ}$ E. 1.82 ch. to a white oak: thence S. 40° E. 9.92 ch. to a poplar: thence S. $56\frac{1}{2}^{\circ}$ E. 1.68 ch. to a white oak: thence S. 51° E. 1.97 ch. to a pine: ^{thence S. $64\frac{1}{2}^{\circ}$ E. 1.65 ch.} thence S. $68\frac{3}{4}^{\circ}$ E. 2.19 ch. to a poplar: thence S. $52\frac{1}{2}^{\circ}$ E. 2.00 ch. to a pine: thence S. 59° E. 1.25 ch. to a gum near the fork of a branch: thence S. $88\frac{1}{2}^{\circ}$ E. 3.17 ch. to a pine: thence N. $81\frac{3}{4}^{\circ}$ E. 1.28 ch. to a pine: thence N. 79° E. 1.70 ch. to a pine: thence N. 74° E. 2.30 ch. to a pine: thence N. $70\frac{3}{4}^{\circ}$ E. 1.53 ch. to a pine: thence N. 82° E. 1.00 ch. to a pine: thence N. $43\frac{3}{4}^{\circ}$ E. 2.43 ch. to a pine: thence N. $42\frac{1}{2}^{\circ}$ E. 2.22 ch. to a myrtle: thence N. $40\frac{1}{2}^{\circ}$ E. 1.93 to a pine: thence N. 48° E. 9.93 ch. to a pine: thence N. 41° E. 9.50 to a cedar and along same course to the Western Branch: thence down said Western Branch to its mouth and junction with Hansmond River: thence up and along said Hansmond River, its various courses and meanderings to the beginning. The said land so surveyed, containing together Twelve Hundred & forty five acres. Three roods & four poles. viz: Arable land four hundred & one acres - two roods & thirty seven poles: Wood land five hundred & forty acres - three roods & ten poles. Marsh three hundred & three acres & thirty seven poles. Total 1245

acres: 3 Roods & four poles. Which report of Survey, with plat accompanying same, is returned to Court.

All of which is respectfully submitted:

Jesse B. Brewer
Surveyor.

In the Clerk's Office of Hansmond Circuit Court, the 23rd day of December 1863.

Thereby certify that the annexed plat and Surveyor's report is a true copy from the original now on file in this Office.

Teste,
Peter B. Prentiss, Clerk.

K & Clunji & du

Ridchick L.

The petition filed in this cause, raises the question whether the proceeds arising from the sale of the land of a married woman, during coverture, under a decree of Court, for partition, & which at her death remain uncollected & undisposed of, go to her heir at law or to her personal representative.

II

The solution of this question is not to be found, as supposed by the Council for the personal representative, in the doctrine of Equitable Conversion, but in the limited jurisdiction of the Court over the real estate of a feme covert.

For upon the examination of the cases involving the doctrine of Equitable Conversion it will be found that they grow out of the act, of the parties having power of disposition of the land or money; while on the other hand there are many cases wherein realty has been converted into money, & money into realty by decrees of Court, without any change in the quality of the estate, - among which see

March v Berneer 6 Arch. Eq. 524

Scott v Ferguson 2 Nev. & Bat. Eq. 144

Gillespie v Foy 5 Ind: Eq. 284

Swigg v Thayer 1 Denio N.Y. 286

Snowhill v Snowhill 2 Green: Ch 20

Lloyd v Hart 2 Penn. St. 483

to ~~be~~ ~~see~~ R. Co.

✓ 2 Atkins 413. Serjeson v Sealey

Ware v Polhill 11 Ves. 257 288

Ashburton v Ashburton 6 Ves. 6

Robert v Jackson 3 Gorg. 77

1 Mod. Ch. 338

6 Mod. Ch. R. 100-

McPherson an Infant 278. 31 Loo Lib.

Serje v Stogell an Conversion 152. 1 Loo Lib. ⁷⁸

2 Gorg. 77 -

From these & many other cases & authorities it appears that the mere direction of the Court to convert land into money or money into land, does not necessarily change the quality of the estate. - showing that in such cases, the doctrine of Equitable Conversion does not apply. - We must therefore, as we have already said, look to the extent of the jurisdiction of a Court of Equity over the land of a feme covert, in order to find a solution to the pending question.

II

We lay down this proposition. That the Court has no inherent power to dispose of the land of a feme covert. We base this proposition on. 1. The restrictions to the alienation of land of

feme covert. The law has so restricted her right to part with her real estate, that it has left her but one mode of doing so, & that prescribed by statute. In *Emery v Ware* 8 Ves. 505, Lord Eldon says, "the policy of the law is, that a wife is not to part with her property, but by her own spontaneous & free will." and "the disability of a woman in regard to her real property is directed against the husband as well as strangers & has the protection of the wife & her heirs alone in view." Bell on property of Husband & Wife (146) 57 Lib. Lib. 111.

2. The presumption arising from the absence of any case wherein a Court has for any purpose undertaken, to ~~sell~~ except under statute, to sell the land of a feme covert. The matters of partition, if in any branch of Equity Jurisdiction we would most naturally look for the exercise of this power. - Yet it is well known that in partitions by Bill, a sale of the property was never decreed. A dam's Equity (231) Altmatt on Partition 85-86 L. 1 Lib. Lib. 315-

3 The analogy of the situation of feme covert to infants in respect to their real estate - which the Court, independent of statute, had no power to sell.

Another P. *Pierce's Adm'r v Trigg's heirs* 10 Ligh. 406
McPherson on Infants (278) 31 Lib. Lib.
Lough & Walzell on Conversion (148) 1 Lib. Lib. 75.

Williams v Harrington 11 Ind. 2616

Garland v Loving 1 Rand. 386.

Ware v Polhill 11 Ves. 278.

Peirson v Shore 1 Atk. 480

Ex parte Phillips 2 Ves. 122

Baker v Lovillard 4 Orancl 257.

+ 4 That our Court derives its power to sell
lands of persons under disabilities from
statute. See. See. J. in Parkense v
McCoy 10 Gratt. 597. for history of
early laws on this subject.

5 The Legislative doubt as to whether under
28 ch 124 Code 1849. Lands of infants
and a person + married woman ^{could be sold by the Court} as indicated
by amendment adopted 1852, + contained in Code
60 ch 124. § 2.

+ III

The Court having no power to sell the
real estate of a married woman except by
virtue of the statute on Partitions, does a
sale of her land under that statute convert
her realty into personally as to herself + her
heirs? We maintain that it does not.

1. The law authorizes the sale only when a sale
will promote the interest of the parties.
2. It is impossible to conceive a case in which
the interest of a wife would be promoted by a
sale of her land, if it be true that the order
of sale can be made without her concurrence. Con-
verts her realty into personally.

3. By analogy the same principle applies to the land of married women as to that of infants, viz: that when real estate of infants is converted into money it retains the quality of realty.

4. Case of Ashby v Smith & ux. 1 Rob R. 55
Jaeger & v Bossieux 15 Exch. 83.

5. The reduction of wife's realty into personally against her consent whether by Legislature or the Court, unconstitutional, inasmuch as it impairs her vested rights.

(a) Consider the difference between her right to ^{the} realty & to personally

(b) ^{constitutionality of} Act of Legislature selling real estate of infants at an time questioned. See authorities cited Adams's Eq. 285. note.

(c) Judge Stansford in Ashby v Smith 1 Rob. 62

IV

This case falls within the 12 & 128th. Code, as amended by Act of 1865-6, p 168. Ch. 52.

This amendment according to ^{the} theory of our argument, is but an affirmation of a pre-existent law. but on the supposition that it introduces a new principle we still contend that it applies to this case inasmuch as the produce of the land is still under the control of the court, undisposed of, & ~~cross~~ at the death of the intestate wife.

The last decree erroneous. (a) if the

fund be supported really according to decision
in Ashby v Smith & Cox. } Rel. R. - (b) 7
personally, according to the rule of Court
applicable to wife's Equity as laid down in
Deane v. Ch. 1115.

My Sir. W Grant in Murray v Elbank 1 East.
Cas. Eq. (300) 55 for lib. & inter

Browning v Headly 2 Rel. R. 340

Wood's Trustee v Greigie admr 2 East. 104

Poindexter v Jeffries 15 East 363

There was no prior examination of the
wife in this case, & the record should show
this fact.

We ask according to the ^{above} principles that
the prayer the petition be rejected, & that the
money be ordered to be paid to the legal guardian of
Sullivan W. Keeling - the heir at law - and
that a rule be awarded against the purchaser
& his sureties according to Clerkson v Keeling
15 East 288.

Agst 8th/60

Gordon & Crocker
for heir at law.

Keeling, Edw
v 3

Riddick

Notes of Council
for pty -
=

J. F. Crocker, Attorney for S. J. Godwin
guardian of Sallie W Keeling and Jacob W Keeling
infants under twenty one years, J. H. Kilby attorney
of Richard Taylor Kiddick, Mary Alice his wife
and Peter B. Prentiss guardian ad litem of
the said Sallie W. Keeling & Jacob W. Keeling,
each having been duly sworn, do depose as follows:

That S. J. Godwin as legal guardian of
Sallie W Keeling & Jacob W. Keeling, infants,
some time in the early part of the year 1860- instituted
a suit in Chancery under the 128 Chapter of the Code
of Virginia, in the Circuit Court of Hanseman
County, to which the following persons were parties-
S. J. Godwin guardian of Jacob W Keeling &
Sallie W Keeling, Plaintiff, and Jacob W.
Keeling & Sallie W Keeling infants, under twenty
one years of age, Richard T. Kiddick and
Mary Alice his wife, defendants- ^{that} The said
suit, had for its object, the sale of a certain
tract of land situated on Hanseman River
in the County of Hanseman, known as the "Hills
Point"
farm, containing about twelve hundred &
forty five acres- which was jointly owned by
the said Jacob W Keeling, Sallie W Keeling
and Mary Alice, wife of Richd T. Kiddick.

That the said suit- having been regularly
matured for hearing and docketed, came
on to be heard at the April Term 1860 of the
aforesaid Court, and thereupon a decree was

entered in said cause, appointing five discreet persons as Commissioners to view the land & estimate & report among other things whether it would be to the interest of the said infant parties to have the said land sold. That at the October Term 1860 of said Court, the said cause came on again to be heard upon the papers formerly read and the report of the aforesaid Commissioners, whereupon the Court entered a further decree, which directed J. F. Crocker, who was appointed special Commissioner for that purpose, after advertising the time & place of sale for twenty days in some news paper of Suffolk & Norfolk, and posting notice at the front door of the Court House, to sell the land aforesaid at public auction to the highest bidder on the following terms, one fourth of the purchase money to be paid cash, and the residue of the purchase money to be paid in six, twelve, and eighteen months in three equal instalments, for which the purchaser was required to give bond with sufficient security, bearing interest from the day of sale; & the title to the land was reserved until further order of the Court. The said Commissioner was further directed out of the cash payment to pay first the costs of the suit, and then to pay one third of the residue of said cash payment to the legal Guardian of

Jacob W Keeling, one Third of same & The
legal guardian of Sallie W Keeling, and
the other Third to Richard T. Kiddick and
Mary Alice his wife - The Commissioner was
further directed to file the books of the purchasers
with the Clerk of said Court, & to make report
of his proceedings under said decree to the
Court - But the said Commissioner was re-
quired to execute before the Clerk of the Court a
bond with sufficient security in the penalty of
twenty thousand dollars conditioned according
to the law - before proceeding to set under said
decree.

That the said Commissioner, J. F. Crocker, after:
wards, to wit - day of Oct 1860, executed before
the Clerk of said Court, his bond with

as his sureties
in the penalty of twenty thousand dollars, conditioned
according to the law - and as prescribed in the
aforesaid decree -

That the said Commissioner after duly advertising
the time & place &c, proceeded on the 12 day of Nov:
1860, to sell the land aforesaid, where upon
Richard T. Kiddick became the pur-
chaser for fourteen thousand five hundred
dollars - That the said Com'r received of the said
purchaser one fourth of the said purchase money,
and three bonds with Rebt H. Welch as his
surety, each for the sum of three thousand

Six hundred and twenty five dollars, payable to said Commissioner with interest from 12 Nov. 1860 in six, twelve & eighteen months respectively.

Said bonds were after work returned to the clerk of the said court, by said Commissioner along with his report. That out of the cash payment, & suit: \$3625. The said Com'r, paid \$ \$ the expenses of the said suit, & distributed the residue of said cash payment as directed by the said decree. All of which proceedings of the said Commissioner were fully reported to this Court, together with his vouchers, & the bonds aforesaid. Which report set forth the facts above stated.

That at the April Term 1861 of said Court the said Cause came on again to be heard upon the papers formerly read and the report of Commissioner J. F. Crocker, above mentioned. Whereupon the Court approving & confirming the said report, decreed that the said J. F. Crocker, who was appointed special Commissioner for that purpose, should receive of the clerk of the Court the bonds of Richard R. Riddick & Robert H. Webb previously filed in this cause & collect thereon as they became due and that he should pay & distribute the same as follows. one third of their amount to the guardian of Jacob W. Keeling, one third to the guardian

of Sallie W. Keeling, and the other Third
to Richd T. Riddick and Mary Alice
his wife. And the said Com'r was directed when
the payment of said bonds to execute to the
purchaser a proper deed for the land sold.
to further to report his proceedings to the Court.

That the foregoing embraces all the
proceedings had in said cause up to the date
of the first day of this present term of said
Court (April 1866) - and that the foregoing is
a full & correct statement of the papers & facts
of said suit.

That on the 7th Feb 1866, all of the papers of
the said cause & the record of all decrees &
proceedings entered in the same were
destroyed by fire.

J. F. Crocker
John R. Kilby
Peter B. Prentiss.

State of Virginia

Harrison County, to wit.

I, J. F. Jenkins
a Commissioner of the County Court of said County,
do certify, that J. F. Crocker, John R. Kilby and
Peter B. Prentiss whose names are signed to the foregoing
writing
personally appeared before me, in my said County,
made oath that the matters stated in the writing above
are true. Given under my hand this 17th of Feb 1866.
James E. Jenkins
Commissioner.

Apr 17th 1866. It is agreed
that this affidavit & the
facts therein contained
shall be submitted &
taken for the papers
in this cause which
have been written for.

J. F. Crocker
for Sep. Cedar &c
Joubert Sells & Kidley
John R. Kilby atty
for Richd. J. Riddick & wife

At a Circuit Court held in Hanson and County
the 15th day of October 1867.

David J. Godwin, guardian of Jacob W. Keeling
and Sallie W. Keeling . . . Plaintiff.
against $\frac{3}{4}$ In Chancery.

Richard J. Riddick and Mary Alice his
wife; and Jacob W. Keeling and Sallie W.
Keeling, the last two infants under twenty
one years of age. Defendants.

This Cause this day came on to be again heard
on the papers formerly read; on the report of Commis-
sioner Prentiss under a decree herein of October Term
1866. The petition of Richard J. Riddick this day filed.
The motion of special Commissioner J. F. Crocker, for
judgment for a sum equal to one year's in-
terest on the Bonds in these proceedings mentioned
against Margaret S. Webb executrix of R. H. Webb
and R. J. Riddick, and was argued by Counsel.
On Consideration whereof the Court, without con-
firming said report, deciding ~~deciding~~ any
of the points raised by said petitions, or deciding
on said motion, doth adjudge order and decree
that a Commissioner of this Court take an account
of any damage done the premises in the proceed-
ings mentioned by the public enemy; and whether
such damage was done prior or subsequent to
the confirmation of the sale of said premises, and
of any order of possession from the said premises

of the purchaser. R. J. Reddick, the period thereof,
and by whom committed, which account he shall
take, settle and report to Court, with any matters
specially stated deemed pertinent by himself,
or required by the parties to be so stated.

Attest:

Teste:

Peter B. Prentiss, Clerk.

David J. Sedman, Jr. &
Co. Secs.
Richard J. Reddick & Co.

At a Circuit Court held for Nansemond County the 15th day of October 1867.

David J. Godwin, guardian of Jacob W. Keeling, and Sallie W. Keeling. Plaintiff -

against Σ In Chancery

Richard T. Kiddick and Mary Alice his wife; and Jacob W. Keeling, and Sallie W. Keeling, the last two infants under twenty one years of age Defendants

This Cause this day came on to be again heard on the papers formerly read: on the report of Commissioner Prentiss under a decree herein of October Term 1866, the petition of Richard T. Kiddick this day filed: the motion of special Commissioner J. F. Crocker, for judgment for a sum equal to one year's interest on the Bonds in these proceedings mentioned against Margaret S. Webb executrix of R. H. Webb and R. T. Kiddick, and was argued by counsel, on Consideration whereof the Court, without confirming said report, deciding any of the points raised by said petitions, or deciding on said motion, doth adjudge, order, and decree, that a Commissioner of this Court take an account of any damage done the premises in the proceedings mentioned by the public enemy; and whether such damage was done prior or subsequent to the confirmation of the sale of said premises, and of any ouster of possession from the said premises of the purchaser, R. T. Kiddick, the period thereof, and by whom committed, which account he shall take, settle, and report to Court, with any matters specially stated, deemed pertinent by himself, or required by the parties to be so stated

A Copy,

Teste,

Peter B. Prentiss, Clerk.

Commissioner's Office

Suffolk Va. January 29th 1868

The parties to the foregoing decree, and all persons interested in the settlement of the account, directed to be taken thereby, are hereby notified that I have appointed ^{Monday the} 24th day of Feb'y. 1868 to make up said account, on which day they are required to attend at my Office aforesaid, with such evidence as will enable the Commissioner to carry said decree into effect.

Peter B. Prentiss,

Commissioner.

The settling of the foregoing account is adjourned to the 24th day of March 1868; by consent of all parties.

P. B. Prentiss, Comm'r.
Feb. 24th 1868.

1868 Jan: 31. I acknowledge service of this notice

John R. Kelly for debts.

Jan: 1st / 68 I acknowledge service from R. J. Kelly
J. J. Kelly

Sum acknowledged

C B / Hayden Counsel for J. W. Clarke & wife

(a)

An Account showing the description and value of the property destroyed and damaged, by the Federal Forces in the month of April 1863, on the premises in the proceedings mentioned, at the time of purchase by said Richard J. Riddick, which destruction and damage were subsequent to the Confirmation of the sale of said premises.

A Barn	valued at.	\$800.
Sundry buildings do		500.
Materials from old buildings, used in the erection of new ones, after purchase of premises, valued at.		500.
Destruction of Fences, digging rifle-pits, fortifications &c		300
Making		\$2100

4
Comer

David J. Godwin, guardian &c
vs } In Chy.
Richard J. Riddick & al.

The Depositions of George W. Bunting and John P. Johnson, taken before me, a Commissioner in Chancery, pursuant to the annexed notice, on the 27th day of March 1868, between the hours of 10 A.M. & 6 P.M. of that day, to be read as evidence in the suit in Chancery pending in the Circuit Court of Nausemond County, between David J. Godwin, guardian &c. Plaintiff and Richard J. Riddick & al. Defendants.

Present-

John R. Kelly, Counsel for Richard J. Riddick.
George W. Bunting, being duly sworn on the Holy Evangelists of Almighty God, deposes and saith as follows:

1st Question, by the Counsel for Richard J. Riddick
What is your age?

Answer. Forty-eight (48) years

2nd Question, by same.

Do you know the parties to this suit?

Answer. I do

3rd Question by same

Are you acquainted with the premises referred to in the proceedings, and if so, how long have you been thus acquainted?

Answer. I am acquainted with the premises, and have

been for twenty years: I live on and own the farm adjoining, and one year previously to the war (1861), I rented and cultivated the said premises.

4th Question by same.

State if you can, whether the Houses &c, on the said premises were burnt and destroyed by the United States Forces or otherwise, during the late War, and if so, when and what was the extent of the damage?

Answer. The Dwelling and all the out-houses were burnt in April 1863, by the United States Forces: The Houses destroyed were the following: A new Barn - a framed building, large and well arranged and under-pinned with bricks from New-York, its dimensions being 60 x 40 feet. The bricks and brick-work costing Richard J. Riddick, by whom the whole barn was built, \$500: The entire building being worth, at least, \$2000. There was another barn on the premises, when purchased by the said Riddick, also destroyed by same forces, worth at least \$800. The other old buildings on the premises, which were also destroyed as aforesaid, were worth at least, \$500. There were also destroyed by same forces, Four (4) double-framed kitchens with brick chimneys, worth \$1500, in building which, materials from old houses on the premises were used, worth \$500; The other damage to said premises, such as destruction of fences, digging rifle-pits, fortifications &c, may be safely estimated, at \$300.

5th Question by same.

State if you can, who had possession of said premises from 1st. Jan'y. 1862 to 1st. Jan'y. 1866?

Answer. Early in the year 1862, the said R. J. Riddick pitched a crop & employed

R. H. Brinkley as Overseer. That said Brinkley left and went into the service of the Confederate States, early in 1862, leaving the negroes on the premises: The Federal Forces took possession of the Town of Suffolk & Country adjacent, in May 1862, & I should say that little or no profit was made by him in that year - during this period the said Riddick was in the Confederate Service -

That in 1863, the said Riddick placed the premises in the possession of George W. Singleton, with the view of making another crop: that after harvesting the crop, the whole of it, including the buildings herein before mentioned, a large quantity of Agricultural implements &c, Stock of Horses, Mules, Cattle, Hogs, & in fact, every thing on the premises was totally destroyed - nothing being left - The whole premises, as a common, & consequently no profit from the premises, that year - That in 1864 the premises were unoccupied and brought in no income - That in 1865 after the surrender of Genl. Lee, a portion of the premises was rented to John P. Johnson, for which the sum of \$350 was received by said Riddick.

And further, this deponent saith not.

J. W. Bunting

John P. Johnson being duly sworn, says, I also live on a plantation, which I own & which adjoins the premises referred to in the proceedings - that I did a good deal of the work for said Richard J. Riddick, in re-building & am perfectly familiar with the premises: that I

I have been present during the examination of Mr. Bunting
and concur with him, entirely, in all the estimates and
statements he has made.

And further this deponent saith not.

John P. Johnson

State of Virginia

Nauvoo County, to wit:

I, Peter B. Prentiss, a Commissioner in Chancery for the
Circuit Court of Nauvoo County, in said State, do hereby
certify that the foregoing propositions were duly taken,
sworn to and subscribed before me at the time and
place mentioned therein.

Given under my hand this 27th day of March 1868.

Peter B. Prentiss.

Commr. in Chy:

Certs. Witness attendance

George W. Bunting . . . 50^c

John P. Johnson . . . 50^c

Commissioner's Office.

Suffolk, Va. March 27th. 1868

To the Circuit Court of Hanover County.

Pursuant to a Decree of the Circuit Court of Hanover County, rendered on the 15th day of October 1867, in a suit in Chancery depending in said Court between David J. Todman, Jr. Plaintiff, and Richard J. Riddick & al. Defendants, the undersigned, one of the Commissioners of said Court, to whom was referred, by said decree, the taking "an account of any damage done the premises in the proceedings mentioned by the public enemy, and whether such damage was done prior or subsequent to the confirmation of the sale of said premises, and of any ouster of possession ^{from the} said premises, of the purchaser, R. J. Riddick; the period, and by whom committed," reports to the Court, that on the 29th day of January 1868, he issued notices against the several parties aforesaid requiring them to attend the taking and settlement of the said account before him, at his Office on the 24th day of February 1868, next thereafter, which notices were duly acknowledged and returned to your Commissioner. That on the 24th day of February 1868, the taking and settling said account, was, by consent of all parties, adjourned to the 27th day of March 1868, the date of this report, when John R. Kelly, Esq. Counsel for Richard J. Riddick, and the witnesses who had been summoned appeared before your Commissioner, and he thereupon examined the said witnesses (see their depositions returned herewith) and from the facts & statements elicited thereby, submits the following acco: marked (A) by which, it will be seen, that the damages were done to said premises, by the United States Forces, during the month of

April 1863 and subsequent to the Confirmation of the sale thereof
and amount to the sum of \$2100. Your Commissioner begs
leave further to report, that the said depositions disclose the
fact, that in addition to the damages above mentioned, the said
Forces burnt & destroyed new out buildings, erected
by said Riddick, after his purchase of the said, of said premises,
which cost him the sum of \$3000; and further, that the
only income or profit derived from said purchase, from the
1st: day of January 1862 to the 1st: day of January 1866;
a period of four (4) years, was the sum of \$330—

GIVEN under my hand, as Commissioner aforesaid, the
day and year first aforesaid.

Peter B. Prentiss.

Commiss: Fee {

\$15.00

Commissioner

David J. Godwin, qdu:
sc

to Commrs: Repub

Richard J. Riddick &
ux: tal:

1868
March 27th: Completed
and filed in my Office.
Peter B. Prentiss.
Commrs:

1868. April 2nd: Filed
clk:

Wm. R. H. Baker
Judge &
Norfolk

Supplek
21 June 1866

Dear Sir

Excuse me
for referring you to a case bearing
on the question in Keelings *vs.*
Reddick & now in hands.

In *Hammond vs. Steer*

2 Hill & Johnson's Maryland
p. 81. you will find a case
which decides that land sold under
decree of Ct. becomes personally &
goes to admt. — I presume they
have no act directing how proceeds
of Infants Land sold should go, but as
there may ^{in *vs.*} no conditions imposed by
act, when the sale was made, as to
admt., I presume the principle
decided applies

see 1 Barbour & Harrington's Digest. p 23

title "Baron of Lure".

Very Resp
John R. Kelly

The following authorities bear
upon the question of communion
viz

1. Fletcher & Ashburn 1 Bro. C. C. 497
2. Whetdale & Patridge 5 Vesey 396
3. Ellest & Fisher 12 Sim: 505
4. Robinson & Robinson 19 Beau: 495
" referred to 1. Sel. Cas. 87 791
5. Craig & Leslie 3 Wheat 564
6. Peter & Bury 10 Peter, 534
7. Pratt & Sakafarro 3 Leigh 419.
8. The Com: & Mearton 5 Mearton: 117

Godwin J^d &c

vs.

Riddick &c

This cause came on this day to be again heard on the papers formerly read and on the report of G. W. Bunting, John R. Corpeaud, Arch^d. Nelson and John P. Johnson, Commissioners made pursuant to the decree of the 21st day of April 1868. to which report there is no exception, and was argued by Counsel: on consideration whereof the Court doth confirm the said Report, and doth advise, order and decree that the parties hold the real estate referred to, ^{and assigned to them} in said Report, in absolute and fee simple estate, and that the proceedings had in the cause be confirmed and made binding & final between the parties and that the ^{unpaid} costs of this suit be paid as follows, one sixth by Richard J. Riddick; 7/6 by Jas. W. Clarke & 7/6 by James W. Clarke & Sally his wife, and that the cause be removed from the docket

Godwin &c

n.

Riddick sal.

Final Deed
To be entered

R. H. Baker

End

Godwin Jr v. Riddick &c

This day Rich^d J. Riddick
as the adm^r of Mary Alice his late
wife, filed his petition marked (X), and the
cause by consent of parties came on to be
heard on said petition and on the papers
formerly read, & on the Report of J. H. Crocker,
to which there is no exception, & was
argued by Counsel. On Consideration whereof
the Court, deciding that the portion of funds
^{sums owing him collected &} referred to in the proceedings arising from
the sales of real estate and to which the
said Mary Alice was entitled, is to be
considered as Real estate & should
pass to ~~her~~ on the death of her Infant child
to the said Sally W & Jacob W. Keeling, to the
exclusion of said Rich^d J. Riddick as the
adm^r of his said wife Mary Alice, But
that the said Rich^d J. Riddick is entitled
to the use for life by Curtesy of the same
to be accounted for at his death, Doth adjudge
order and decree that a Com^r of the Court
ascertain what would be a fair & simple
present value in said fund, in lieu of
the life right to the same, of said Richard
J. Riddick, and make Report to Court,
with any matters specially stated
deemed pertinent by him or that may
be required by any of the parties to be so
stated.

Godwin John Jr

M
Richard Adam of
Keeling & ~~Adams~~

1866

Oct. Ct. Decree

To be entered

R. H. H.

(Entered)

~~The Decree of~~
Kelling's Jdn
v

Riddick tal

The Deft. Riddick by his atty
submits that the sale of the real estate as to
the share ~~was~~ ~~of~~ ~~so far as~~ his wife Mary Alice
~~was concerned~~, was simply for partition

That the 12 Geo. Ch. 128 p. 591 Code, does
not apply as she was over 21 when she died
and the sale made whilst she was an adult
and acquiescing by the proceedings in the cause.
— It refers only to what may remain at infancy & death—

The doctrine that about of chgs. will not allow
the Real estate of an Infant to be changed into
personally some vrn, ~~does~~ not apply, as she was
not an Infant

The Land was imperatively ordered to be sold
and so far as said Mary Alice was concerned
was the Land of an adult when so decreed by
her consent & acquiescence, and thus became
personally once having become so, so remained
until otherwise changed by the parties see
Lomas Dig p. 235

See as to Infants p. 239.

An election to see Land, makes it personal est.

Washington's Ex. v. Abraham tal. 6 Gratt. 66

The Law is well settled

That "What is legally agreed to be done
is considered as done" Adam, Eq. 136

3 L.

B. C. C. 500

Admitted Aug 23rd

Wm
by Admitted atty

Admitted and

Admitted or

It is agreed that the facts stated in the
Petition of Rich^d J. Riddick claim^r
of Mary Alice his late wife, and the
facts stated in the report of J. F. Crocker.
Spl. Com^r, filed at this Term of the Court,
are to be taken as true, in the further
hearing of this cause, and the further fact
is agreed, that Jacob W. Keeling died in
Oct 1861. under the age of Twenty one years.
and that his Sister Sallie W. Keeling is his
sole heir - and it is further agreed that
this cause may be heard at this Term by
consent of parties.

Apr 17th 1862.

J. F. Crocker
for Legat^r Jda of S. W. Keeling
John R. Kilby Atty
for R. J. Riddick wife

Keelan's Eden

n 3

Riddick's

Facts agreed

David J. Goddard vs
R. T. Riddick wife -

This cause this day
came on to be again heard on the papers
formerly read; on the report of Commissioner
Pentley, under a decree herein of October Term
1866; the Petition of R. T. Riddick, ^{this day filed -} & the Motion
of special commissioner J. F. Crocker ^{for a sum equal to one year's interest}
judgment on the Bonds in these proceedings
mentioned against Margaret Webb
executrix of R. H. Webb & R. T. ^{Riddick} ~~Webb~~, was
argued by counsel, on consideration whereof
the court without confirming said
report, - deciding any of the points raised
by said Petition, or deciding on said Motion
doth adjudge order & decree that a com-
missioner of this court take an account
of any damage done the premises ~~by the~~
~~these proceedings~~ mentioned by the
public enemy whether such damage
was done prior or subsequent to the confi-
rmation of the sale of said premises -
& of any order of payment from the said
premises by the purchaser R. T. ^{Riddick} ~~Webb~~, the
period thereof & by whom committed,
which accounts he shall take & the report
to court ~~on~~ ^{with} any matter specially stated
deemed pertinent by himself, or required of the
parties to be so stated -

David J. Ladwig
et al - - - as

Richard D. Riddick
vs - - -

Worth Dean

Oct Term 1867

To be entered -

R. H. Baker

Entered

At a Circuit Court held for Nassau and County the 21st
day of April 1868.

David J. Goodson Guardian of Jacob
W. Keeling and Sallie W. Keeling ... Plaintiff,
against $\frac{3}{4}$ J. S. Chang.

Richard J. Kiddick and Mary Alice his wife,
and, Jacob W. Keeling and Sallie W. Keeling

The last two infants under twenty one years

of age Defendants.

This cause, in which the death of Jacob W. Keeling and the marriage of Sallie W. Keeling with James W. Clark are suggested, it is ordered that this cause be discontinued as to the said Jacob W. Keeling and proceed in the name of James W. Clark and Sallie W. his wife, came on this day to be again heard on the papers formerly read and on the report of Commissioner P. B. Prentiss, under a decree hereof of October Term 1867 and on the Certificate of agreement of the Counsel of the parties in this cause marked (X) and was argued by Counsel: On consideration whereof the Court, being of opinion, under the facts disclosed by the Certificate of agreement aforesaid, that it would be for the interests of the parties entitled to the same, with the consent of the said R. J. Kiddick and James W. Clark, to accept the surrender of the same in the proceedings mentioned in discharge of the purchase money now due by R. J. Kiddick and R. H. Webb, doth without now confirming said report, adjudge, order and decree, that George W. Bunting, John

P. Johnson, Archibald Adams John K. Capelano,
 and Samuel Eley, who are hereby appointed spe-
 cial Commissioners for that purpose any three
 of whom may act, after being duly sworn,
 proceed to allot one sixth of the lands in these
 proceedings mentioned to R. J. Riddick in fe-
 simple, as an equivalent of his life interest
 therein: To James W. Clarke Two Sixths,
 or one third thereof in fee simple and to Sallee
 W. Clarke wife of the said James W. Clarke,
 three Sixths, or one half thereof, having regard
 to quantity and quality, and employing if ne-
 cessary, a surveyor to effect said partition,
 and make report to Court of their proceedings
 under this decree.

At Copy.
 Teste.

Peter B. Prentiss. Clerk.

Xind

Samuel J. Goddard, q. d. n. &c.

vs. Co. Decree

Richard J. Riddick & al.

Lodwin Edm

^W
R T Riddick

Infu -

This cause in which the death of Jacob W Keeling & the marriage of Sallie W Keeling with James W Clarke are suggested, it is ordered that this cause be discontinued as to the said Jacob W Keeling & proceed in the name of said James W Clarke & Sallie W his wife, came on this day to be again heard on the papers formerly read & on the report of Commissioner P B Bunting under a decree herein of Oct term 1867 & on the Certificate of Agreement of the counsel of the parties in this cause marked (X) was argued & counsel, on consideration whereof, ~~the~~ court being of opinion under the facts disclosed by the "Certificate of Agreement" aforesaid that it would be for the interest of the parties entitled to the same (with the consent of the said R T Riddick & James W Clarke) to accept the surrender of the land in these proceedings mentioned in discharge of the purchase Bonds now due & R T Riddick & R H Webb, doth without now confirming said report, adjudge order & decree that Lease W Bunting, John^P Johnson, Archibald Holmes, Mo R Copeland, and Samuel Eley -

who are each appointed special commissioners
 for that purpose any three of whom
 may act after being duly sworn, proceed
 to allot $1/6$ of the land in these proceedings
 mentioned to R T Riddick ^{in fee simple} as an
 equivalent of his life interest therein
 to James H Clarke $2/6$ or $1/3$ ^{in fee simple} thereof
 & to Sallie H Clarke wife of the said
 James H Clarke $3/6$ or $1/2$ thereof,
 Having regard to quantity & quality
 employing if necessary ~~the effect~~
 Surveyor to effect said partition
 Make report to court of their
 proceedings under this decree

Entered in
 Riddick
 Engr -

Rough Decree
 April Term 1868

To be entered -

Entered -

To the Hon. Rich^d. S. Baker Judge of
the Circuit Court of Nausemond County

The Undersigned, Richard J. Riddick
admr of his Late wife ^{May} Alice & Late
^{May} Alice Keeling & a daughter of Geo. W.
Keeling dec^d., respectfully represents
to the Court and says. That a suit in
Chancery was brought in said County
by David J. Godwin guardian of Jacob
W. Keeling & Alice Keeling Infants
against Richard J. Riddick & ^{May} Alice
his wife & al. That the object of the
said suit was to make a sale of a
tract of Land in Nausemond County
to which said Jacob, Alice & Alice
were entitled, ^{derived from their grand father.} - That at Ct. Court
1860 (the 12th of the month) a decree
was made directing Jas. F. Crocker
a Com. to make sale of said Land &
on the 12th Nov. 1860 the Land was
sold by said Com. on the corts therein
named - That said ^{May} Alice was
born on the 7th Octo. 1839 & died on
the 5th May 1861 ^{leaving an infant child which died after she did} and that the decree
for said sale was made after the
said ^{May} Alice had become twenty one
years of age, and your Petitioner
claims that by said decree of sale
the said real estate as to said ^{May} Alice was

was then over 21, became personal
estate, and that by her death her
interest therein ~~became~~ ^{which was} personal
assets and to which he is entitled
as her admr. and now prays
that that part of said sale yet
uncollected to which said ^{may} Alice
is entitled, may be paid over
to him as her admr.

signed

Rich^d. J. Riddick
admr of his wife
Alice

Keelings son
v

Riddick surfetal

Petition of
Richd. J. Riddick
as admin^r of his
wife Mary's estate
Keelings son

(+)

To the Hon: Richard H Baker, Judge of
the Circuit Court of Nansemond County.

The Undersigned, Richard Taylor
Riddick, respectfully represents to the Court,
and says - That a suit in Chancery was
brought in this Court about the year, 1860
(in the early part of the year) by David I.
Godwin guardian of Jacob W. & Sally W.
Keeling, then infant children of Mrs. W.
Keeling decd, Against the Undersigned
& Mary Alice his wife (who was also
a daughter of said John W. Keeling decd.)
having for its object the sale of a large tract
of Land in Nansemond County, situate at the
Junction of Nansemond River and the Western
Branch River, usually called "Hills point
farm" and containing over 1200 acres,
and to invest the proceeds in other securities
according to Law - That a sale was
duly made on the 12th Nov. 1860 by James F.
Crocker, Commissioner, by Decree of said Court,
(and the Undersigned became the purchaser
thereof at the price of \$14,500 (and paid
the first instalment of \$3625 being one
fourth, the amount, (and executed his
bond with Rev. H. Webb, as security - each
for \$3625. and payable respectively on 12th May
1861 - 12th Nov. 1861 & 12th May 1862, with Interest

from the 1st Nov. 1860 - That the wife of the Undersigned (the said Mary Alice) being one of the heirs to said Land, and being willing to the sale thereof, gave him good reason to suppose that he should only have to pay two thirds of the purchase money, but unfortunately, his said wife died, but not until after the sale was made, & this Court has decided that her share (left the value of his life right therein) should go to the other heirs.

That at April Term of said Court (1861) a decree was made in said cause directing the said Jas. D. Crocker, the Commissioner in said cause, to collect the Bonds for the purchase money, due by the Undersigned, & make him a deed for said Land -

That the Late war had then begun, but it was not thought, that it would become so serious an affair, and the Undersigned reasonably expected to meet said payments promptly - having a large number of slaves, and a considerable amount of other property - That he only had the use of said premises, for one year without interruption, which to a great extent was devoted to repairing & putting in order, so that he expended much more on the premises than he received from rents, crops, &c. - That on the 12th of

May 1862 the Federal troops occupied the country around Suffolk and took charge of these premises, so that the same were of no value to him from 12 May 1862 to 12 Jan'y 1866 - for after the surrender of Gen Lee in April 1865 it was too late for him to cultivate a crop, if he had had labor to ^{have} done - and moreover the fences were destroyed to a great extent & all the houses burnt.

Also after the war commenced the undersigned had to go into the military service of the Confederate States, and was, of course, outside the Federal lines, and would not, if he had been disposed, been allowed to exercise any control over the premises.

That the first Bond became due 12 May 1861, the second on 12 Nov. 1861 & the third one, on the 12 May 1862 - Every one of them thus falling due long after the war had commenced, and ^{the last one} when there was no Circuit Court being held whilst the Judge of the Court was a Refugee from the district, and your Petitioner absent, and the said Jas. F. Crocker, Comd. also in the said military service of the Confederate States, no one to receive the same when due, if he had been prepared promptly to pay - That he

could have readily ~~received~~ paid
the said Bonds ^{many times during the war} with the currency of
the Country, if he had not been in the
Army, & could have had the use of
the premises, - but was prevented by the
enemy, already named from doing so -

That further, the records of said
Court were in the hands of the Federal
Army & were removed to Old Point &
kept till the war ended & on being
returned were at last accidentally
burnt & destroyed - So that there was
accessible to your petitioners after 2nd May 1862
no one to receive the said money &
no Judge in the Circuit to take action
in the case - no records - no use and
occupation by him of the premises, and
that all the houses were burnt by the
United States Army - Under these cir-
cumstances Your Petitioner asks to
be relieved of the payment of Interest
on said debt from 1st July 1861 till the
1st of Jan'y 1866 -

That the houses were destroyed as above
stated by the United States Army, and this
before any title or deed was made to the
Undersigned, and without any fault
of this Petitioner, and he prays also to have
a deduction of such loss from the purchase

money — That such loss is equal to one fourth of the purchase money.

In conclusion, Your Petitioner would further say he has been ruined by the war and from having been wealthy he is poor and whilst he desires to do what is right yet he is advised and considers it but right and equitable that no interest should be charged him during the periods aforesaid, when he was ^{for the most part} in the then Military Lines of the Confederate States and the premises in the Lines of the United States Army, and for the reasons above stated — That the loss by the burning of the houses by said United States Army should be deducted, And he prays that a Commissioner of this Court may be directed to ascertain & report what the interest aforesaid is, and what the damages by the destruction of said houses is also, & that the same be deducted from the purchase money yet due and unpaid.

signed

Rich^d J. Reddick

Sworn to before me by said Rich^d J. Reddick
as being correct to the best of his knowledge

Alvin R. Kilby
Notary Public

Godwin ^{jr} &c

v)

Riddick &c

Petition of
Rich^d. J. Riddick

1867
Octo: 15th: Filed
clk:

G. S. Smith & Co. L

2nd { Chy: 2000

Riddick & Langdon

1866. Oct: 13. Petition of R. Riddick filed & decree dissolving them the

portion of funds remaining uncollected belong to the heirs at law
between the two the 1st, for life, only, belongs to R. R. 1st. & a
decree for account

" Decr: 3. Report filed

1867. Apr: 19th Continued (Octo: 15th) Petition of R. Riddick filed 1. &
decree for account

1868. April 2nd Report filed

" " 21st R. R. Agreement filed - decree for allotment
of the land.

" July 13th: Report of Division Allotment filed

" Octo: 12th Final Decree

Chy. Notes

