

1877-008
Nansemond Co. (Suffolk)

Chancery Causes: Mills Weston & wife Rhoda vs C. W. Wright & wife Maggie E.

Riddick

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *C. W. Wright and Maggie E. his wife.*

to appear at the Clerk's office of our *Circuit* Court for the County of Nausemond, on the first Monday in *February* next, 18*77*, being rule day, to answer a bill in chancery, exhibited against *them* by *Mills Weston and Rhoda, his wife*

and unless *they* shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *31st* day of *January*, 18*77*, and in the *101st* year of the Commonwealth.

Peter B. Prentis Clerk.

℞ The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Exchanged 1st July 1877 and a copy delivered to
to Mr Wright and Maggie E. his wife each
J W Rands My son
J A Fulgham Sigs

W. Withers. p. 9.
Mills Weston & Rhoda, his
wife.

~~vs~~[#] { Sum. in Chy: ~~#~~

C. W. Wright and Maggie
E, his wife.

To February Rules, 1877.

In the name of God, I, Willis S. Riddick, of the town of Suffolk, in the State of Virginia, being of sound mind and memory (blessed be God for the same) do make & publish this my last Will and Testament. I give and bequeath to my five children, the real estate opposite their names below: My Daughter Maggie to have possession of her portion now; and the others have possession upon each ones arriving at the age of twenty one years, Except one lot each, upon the conditions named below, in this Will. To Wit, namely

1st:
Maggie E. Wright's
Share Real Est.

1 st Cully Lot & Stables on Franklin St.	(valued) . . .	\$2300:00
" Kingow tract 20 acres	" . . .	600:00
" 3 vacant lots on E. Side Holladay St. 2 sold "	" . . .	350:00
" 2 Lots on Fair Ground, sold by C. W. W.	" . . .	350:00
" Prospect tract of land (280 acres) (bal. due on it)	" . . .	900:00
" All my household & Kitchen Furniture	" . . .	300:00
		<u>\$5000:00</u>

2nd:
Willis S. Riddick Jr.
Share Real Est.

2 nd Clarke Cottage. West side Pinners St.	. . .	\$1200:00
" Julius Godwin Lot on Pinners St.	. . .	800:00
" Geo. J. Parker Lot on Holladay St		
with about 2 acres of land, in	{	
rear adjoining		1200:00
" 2 Lots at Jericho Canal, on West side Canal	. . .	400:00
" Young tract of land of 50 acres (as sold to Lister)	. . .	1400:00
		<u>\$5000:00</u>

No. 3
Geo. B. Riddick's
Share Real est.

3 rd Dr. Jatern Lot. Cor. Franklin & E. Washington Sts.	. . .	\$1500:00
" Tobe Brothers Lot on Holladay St. with about		
2 acres of land in rear adjoining	{	1200:00
" Shackelford Cottage: Cor. Pinners & E. Washington Sts		800:00
" Lot on Back St. adjoining Jordan Thompson	. . .	400:00
" Henry Freeman Lot on Fair Ground (Norfolk Road)	. . .	500:00
" Pitch Kettle Farm of 60 acres.	. . .	600:00
		<u>\$5000:00</u>

No: 4
Rosa M. Riddick's
Share real est.

4th Kitty Jones Lot. Riddick St. A.M. & O.R.R. \$1500.00
 " Butler & Blanks. Double Tenement. E. Washington St. 1600.00
 " 1/2 Lot Cor Main & Washington (M. Jones) 1200.00
 " London Riddick Lot. Fair Ground. on Norfolk Road 550.00
 " Henry Smith Lot, on Pine St. 225.00
 " Jno. Parker. Vacant Lot. A.M. & O.R.R. 25.00
 \$5000.00

No: 5-
Lucie C. Riddick's
Share of real estate

5th Bassett Lot. Riddick St. \$1800.00
 " Gardner Lot. Kelly St. 1400.00
 " Jordan Lot. Cor Holladay St. 600.00
 " 3 Lots. Tyne St. on Fair Ground 600.00
 " Costen Lot on Holladay St. 600.00
 \$5000.00

Or: I give to Henry Smith. Col (who has been a faithful servant)
 my horse, cart, wheels & gear.

All the real estate bequeathed above to my five children, I wish them to have in fee-simple, to do as they please with when they become twenty-one years of age. Except one lot to each, which is given conditionally, viz: the Cully Lot to Maggie, provided she have an heir or heirs before she dies, but if she die without heirs, the lot is to go back to my other children, then living, equally. In the same way, I give Willis all his portion, in fee simple, to do as he pleases with, except the Clarke Cottage, which is to go back to my other children, provided he dies without heirs. And to John, the same, except the Tobe Brothers Lot. And to Rosa the same except the Kitty Jones Lot. And to Lucie the same except the Bassett Lot.

All bonds, notes, accounts, stock and all other debts due me, at my death, I wish collected, and after paying all my just debts, the balance is to be deposited at the Farmers Bank of Nausemond (if my Executor thinks it best) to the credit of my estate, and also all rents & income be collected & placed to the credit of my

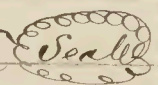
estate, except the portion given to Maggie, and out of the whole balance to pay the expenses of my four other children until they become of age; and when the youngest shall arrive to the age of twenty-one years, then I wish the balance of my personal effects be equally divided between all my children then living.

I also empower my Executors to sell any of the real estate of either child (except Maggie) before they become twenty-one years old, at any time he thinks it best to do so, & place the proceeds to the credit of such child as the property is bequeathed to.

It is my desire that all my children shall share equally in my estate, and therefore, I wish in case of necessity or unforeseen disaster by fire or otherwise, (not from their own fault) one should be more unfortunate than others & lose part of their real estate in infancy, that enough be reserved of each of the others shares to make them equal in the general distribution.

I hereby constitute and appoint my friends, John R. Copeland and J. W. Smith, Executors of this my last Will and Testament, & Guardians of my infant children, desiring that my Daughters Rosa & Lucie shall remain with their sister Maggie, as long as may seem best to all concerned.

In Testimony Whereof, I hereunto set my hand & Seal this 26th day of July, 1875.

Willis S. Riddick 

Memo: for my Executors.

As a large portion of my bequests to my children is in real estate, I would particularly request my Executors to rent only by the month. Have this well understood at the beginning. I do this, because it will be best for both parties, and never let the rent remain uncollected, as it is much easier to pay one month's rent than two; and it will enable my Executors to realize in time to meet the expenses of the children. Of course, when a party is per-

fectly good, The Executors will use their discretion, as to quarterly or yearly rents or to Leases &c. In such cases, take note & security.

I had expected to appoint my son in law, C. W. Wright, as one of my Executors, but upon reflection & advice, I think it best not to do so, for the reasons that he is interested in the bequests & that it would be best for all concerned, and not by reason of any confidence I have in him or his integrity &c, having been changed.

I have an Acc. Book & two note cases in which will be found a memo: of indebtedness to me & all notes & business with parties not yet due, with a statement in each case of facts in connection with unsettled business &c. Also I have papers & notes in the hands of Col. Copeland to secure my indebtedness there. My Assets, I consider about 50,000\$ & my indebtedness between 8 & 10,000\$.

In case Mrs. Eleanor fails to buy the lot she occupies, she pays rent, & the rent is to go to all the children equally.

I wish Col. Copeland & J. W. Smith to be guardian of my children & to do with them, what they think best.

Maggie has her part of real est. now & my Executors has nothing to do with that portion. The balance of the Est is to be kept together & the proceeds to pay the other four children's expenses, and when Willis becomes of age, he is to have his 5000\$ worth real estate & the Executors will have nothing to do with his portion. Then the balance to be kept together & the proceeds to pay the expenses of the other 3 children & so on to the last, then, if any thing is left, to be divided among the whole of the children, then living - This is the meaning of my will &c.

W. S. Riddick

Virginia:

At a Monthly Court continued and held for Nausemond County, the 18th: day of December, 1875.

This Writing, purporting to be the Last Will and Testament of Willis S. Riddick, late of this County, deceased, (together with a Memorandum enclosed therein) was this day presented to the Court. And there being no subscribing witnesses to the said Will and Memorandum, C. C. Causey, William P. Moore and James R. Saunders were sworn and severally deposed that they are well acquainted with the hand writing of the said Willis S. Riddick, deceased, and verily believe that the said Will and Memorandum and signature to each subscribed, are wholly in the hand writing of the said Willis S. Riddick, deceased. Whereupon the same is ^{and Memorandum} ordered to be recorded as the true Last Will and Testament of the said Willis S. Riddick, deceased. And, on the motion of John R. Opeland and Thomas W. Smith, the only Executors named in the said Will, who made oath as the law directs, and entered into a bond in the penalty of Forty Thousand Dollars, conditioned according to law, with William P. Moore, James R. Saunders and Joseph Boothe, their sureties therein (who justified on oath as to their sufficiency, and which said bond being acknowledged by the obligors therein is ordered to be recorded): Certificate is granted the said John R. Opeland and Thomas W. Smith for obtaining a probat of said Will and Memorandum in due form.

Teste,

Peter B. Prentiss, Clerk

A Copy:

Teste,

Peter B. Prentiss, Clerk.

Newseman County Court Office

February, the 3rd: 1877.

^{xmd}
Walter S. Riddick's

Will

(a copy)

("A")

To The Honorable George Blaw Judge of the
Circuit Court Hansemond County.

Humbly complaining sheweth unto
your honor your complainants Mills Weston
and Rhoda his wife, who represent and say as
follows: That on or about the 1st of Jan'y 1872.
your complainants purchased of Willis
S. Riddick deceased a parcel of land con-
taining $11\frac{3}{4}$ acres, by the acre, agreeing to
pay ten dollars per acre for the same, which
piece of land was a part of a tract of land
lying and being in Hansemond County and
known as the "Prospect Place." & that they have
been occupying the same land up to the
present time, & that it is the same land which
the said Willis S. Riddick now deceased, dur-
ing his life time gave to Maggie E. Wright
the wife of C. W. Wright as will appear from
a copy of the last will and Testament of
the said Willis S. Riddick herewith filed and
asked to be a part of this Bill. That Willis
S. Riddick sold the said land to your com-
plainants upon the following terms
and conditions, that your complainants
should pay ten dollars an acre for the same
and that there $11\frac{3}{4}$ acres, that it should be paid
for in five payments, (and by an error in
the calculation, he makes the whole amount
of \$127⁵⁰ instead of \$117⁵⁰ at the price named)

all of which may be seen from the contract
herewith filed marked "B." and asked to be made
a part of this Bill. Your complainants paid
Twenty Five dollars cash at the date of the
Contract, and since that time have made
payments as follows: July 1st 1874 - \$25.00. -
Jan 10th 1875 - 3.05 - Feb. 16th 1875 \$1.93. Nov. 1st 1875 \$7.52 Dec.
1st 1875 \$12.60 Dec. 27th 1875 \$5.77 June 6th 1876 \$3.00 Aug. 7th
1876 \$4.02 Aug 17. 1876 \$3.00 Nov. 4th 1876 \$15.00 Nov. 11th 1876
\$3.00 Dec. 2. 1876. \$9.00 Dec. 15. 1876 \$9.00 making in
all \$126.29 which your complainants have actu-
ally paid upon the said 11³/₄ acres of land, of your
complainants in addition to the sum paid
for the land have made many improvements
to the same in the way of fencing, ~~sitting~~ and
clearing up the land and cultivating the
same, that they have completed a comfortable
log house upon the same, and have been occu-
-pying it since the purchase without inter-
ference or disturbance. Your defendants
further say that Willis S. Riddick died on or
about the 15th Dec. 1878; ^{that he} ~~that he~~ wrote Exhibit
"A." his last will and testament on the 26th July
1878 in which he bequeathed to Maggie D. the
wife of C. W. Wright the Prospect land, Balance
due \$900.00 and declared also that the said Maggie
D. should have immediate possession of
the same. That C. W. Wright her husband has been
receiving the purchase money upon the 11³/₄

acres and receipting for the same since the 26th July 1875; Your complainants further say that on the 10th July 1876 the said C. W. Wright caused to be printed a notice herewith filed marked "C." and prayed to be taken as a part of this Bill, in which he advertises together with numerous other parcels of land the 11³/₄ acres purchased by your complainants, that the sale was made at the Lk. House door & that the said C. W. Wright became the purchaser of the whole, alleging that sale was made to cover payments then due. Your complainants are advised and so state that the said C. W. Wright had no right to sell the land purchased by your complainants either in law or equity, that the deferred payments, if any, due upon the 11³/₄ acres purchased by your complainants was very trifling & could have been paid with ease, and that in the opinion of your complainants and as they are advised the said C. W. Wright was unauthorized by any contract to sell the same for deferred payments. Your complainants further say, that after the sale of the land and its purchase by C. W. Wright your complainants paid him the sum of \$42.00 and took receipts and due Bills for the same as will appear from vouchers herewith filed marked "D" and asked to be taken as part of ~~the~~

and are still ready and willing to pay any
amount that may be decreed to be due
upon said land. The said defendants claim-
ing that we promised to pay interest
which if any such promise can be shown
* we are willing to perform. we deny the
same.

that your complainants have repeatedly said
to the said C. W. Wright that if he could show any
contract by which they were bound for any
more than has already been paid that your
complainants were ready and willing to pay
the amount. That the said C. W. Wright has fre-
quently claimed that there was a balance
due on the land, by contract, which contract
he has been urged to produce & which has
not produced. That your complainants
have honestly carried out the contract made, to-
gether with all other promises they have made
with reference to the said land. That they are
ignorant of the forms of law, & of their rights
and that they desire relief. That they have
repeatedly asked C. W. Wright & Maggie E. his
wife to make them a deed for the land so purchas-
ed by them without avail, they failing & refusing
to do so. In tender and consideration whereof &
for as much as your complainants are
remediless in the premises save by the aid of
a court of equity, where matters of this kind
are alone and properly cognizable, your petitioners
pray that the said C. W. Wright and Maggie E.
his wife be made parties defendant to this bill
and be required to answer the same on oath as
fully and particularly as if the allegations herein
were here again repeated & they be to specially
interrogated, that the said contract may be specif-

ically performed and carried into execution
by the said Wright & wife, and that the said Maggie
E. & C.W. Wright be compelled to give your com-
plainants a good and sufficient deed of Bar-
gain & Sale with covenants of title & that
your complainants may have such other
and further relief as the nature of the case
may require, or to equity may seem meet
And your complainants will ever pray
x c.

Miles Weston
By
Witness p. 95.

colithers. p. 9
Mills Weston & Co

" { Bill.

C. W. Trigler & Co

Mills Weston & Rhoda, his wife

vs { Chy: Notes

O. W. Wright & Maggie E. his wife

1877. Jan'y 31st: Sum'd in Chy: f'd to Feb'y: Rules, 1877.

" Feb'y: 5th Bill & Xth filed - & Conditional Decree vs depts

" March 5th Conditional Decree confirmed & cause set for hearing
on mo. of Pett's Counsel

" April 12th: Dismissed

Chy: Notes