1877-009
Nansemond Co. (Suffolk)

Chancery Cause: Mills E. Riddick vs Exr of Mary Riddick, Maria T. McGuire, & Nathaniel Riddick trst

Worel, Holton, Webb, Pritchard, Etheridge, Disosway

Costs

clerk	$12.50
atty: Stan	31.50
Sdff -	2.00
	$46.00

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Charles H. Riddick, Executor of Mary Riddick, deceased; and Nathaniel Riddick, Trustee for Maria J. McGuire, and the said Nathaniel Riddick in his own right, and said Maria J. McGuire,

to appear at the Clerk's Office of the Circuit *Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in* September *next, to answer a Bill in Chancery, exhibited against them in the said Court by* Mills E. Riddick

and have then and there this Summons. Witness, Peter B. Prentis, *Clerk of our said Court, at his office, this* 26th *day of* August 1876, *in the* 101st *year of the Commonwealth.*

Teste: Peter B. Prentis **Clerk of the Court.**

Executed and a copy of the within delivered to C H Riddick Execuo of Mary Riddick and J. & Nathaniel Riddick Trustee for Marcus F. McGuire and said Nathan Riddick in his own wright and Marcus F. McGuire

J L Scudder Shff

Killby & Son, p.q.

Mills E. Riddick &c

vs

Summons in Chy:

Charles H. Riddick Exor:
& Mary Riddick decd &c Defts:

Septr: Rules, 1876

Pro: 3. No. 1 Page 92

Cir. Co:

Mills E. Riddick

vs.

Mary Riddicks Exr. & al.

~~By permission of Court and~~ The defendants in this cause which was finally concluded by decree of April Term of this Court in the year 1877. are hereby given permission to withdraw from the answer of said Executor, the two exhibits filed therewith ~~upon~~ but upon so doing are required to leave certified copies thereof with the papers in this cause

Mills E. Riddick

vs.

Mary Riddick & Exr.

Nansemond County

Circuit Court

Oct. Term 1878

Order

To be entered

Geo T Bland

Entered O. B. Proc. p. 419

Riddick

vs.

Riddicks Ex. & al.

This cause came on this day to be ~~again~~ heard on the Bill of the complainant and the answer of ~~the~~ Charles W. Riddick Executor of Mary Riddick deceased, to said Bill, and on general replication to said answer and on said Bill taken for confessed as to the defendants, Nathaniel Riddick and Maria T. McGuire, on whom process had been duly served, they yet failing to appear and make defence, and on the exhibits filed with said Bill and answer, and was argued by counsel.

On consideration whereof the Court is of opinion and does decide that the ~~legacy of $500~~ the Testatrix ~~of her will~~, Mary Riddick deceased, meant and intended by the seventh clause of her will to bequeath to Mills E. Riddick the sum of $500 to be paid to him ~~in money~~ by her Executor in the usual course of his administration and that she did not by said clause of her will require her said Executor to compel and deliver to said Mills E. Riddick his Bond filed in this cause and unpaid

And the Court doth ~~further~~ adjudge order and decree that said Charles

H. Riddick, Executor as aforesaid, pay out of the moneys ~~in property~~ of said Mary Riddick deceased in his possession ~~by~~ administration the costs of this suit including a fee of $ 30.00 to the Attorney for the Plaintiff.

And the Court doth grant the said defendant, Charles H. Riddick, Executor, leave to withdraw from the papers in this cause the Bond of Mills E. Riddick filed therewith, and referred to in this ~~cause~~ decree, and doth direct said Charles H. Riddick to leave a copy thereof with the papers in this cause.

Riddick
vs.
Riddicks Ex. &als.
} Chy.

Nansemond County
Circuit Court
Aff. Term 1877
Decree
To be entered

Entered O.B. Pr 1 - p 337

332 dolls. 68 cts.

On demand I promise to pay to Nathaniel Reddick or order or assigns the sum of three hundred and twenty two dollars & 68 cents for value received: for which payment well and truly to be made I bind myself my heirs, executors, administrators and assigns firmly by these presents

Witness my hand and seal this 1st. day of Janry. 1848

Mills E. Reddick Seal

Teste

Seal

A. Copy

Teste,

Peter B. Prentis. Clerk

7 Apl. 1868

Recd. of Nathl. Riddick. Trustee
the sum of seven hundred
& fourteen $\frac{71}{100}$ dollars in full
of the within note & interest
$ 714. $\frac{71}{100}$ Mary Riddick

"Z."

714. 71
285. 29 ex on the other note.
1000. 00

Pay the within to Mary Riddick
or note rec. John Riddick
31 March 1848.

$550. On demand I promise to pay Mary Riddick or order the just and full sum of five hundred and fifty dollars. for value reed. the payment of which I bind myself my heirs adms. &c. firmly by these presents Given under my hand and seal this 16th. day of Febmary 1857

Mills E. Riddick (Seal)

A copy

Teste:

Peter B. Prentis. Clerk

7 Apl. 1868

Recd. of Nathl. Riddick, Trustee two hundred and eighty five $\frac{29}{100}$ dollars in part payt. of this note.

$285.$\frac{29}{100}$ Mary Riddick

"A"

Mills E. Riddicks
note
($550.)

$ 49.$\frac{13}{100}$

Recd. of Nathl. Riddick, Trustee forty nine $\frac{13}{100}$ dollars on this note, - secured by Mort deed.

Mary Riddick

Exhibits
A. & Z.

Filed & Dep'd.

All Available Text Successfully Captured

I, Mary Ridelich, of the Town of Suffolk and County of Nansemond, Virginia, do make this my Last will and Testament, hereby revoking all former wills by me at any time heretofore made.

First: I direct that all my just debts and all proper and legal charges be paid.

Second: I give and devise to my daughter Juliana Wood the lot in the Town of Suffolk, aforesaid upon which I reside, situate on the East side of Main Street at the intersection (on the North side) of the second cross street of said Town with said main street, together with all improvements and appurtenances thereto belonging. I also give and bequeath to my said daughter, Juliana, all my household & kitchen furniture, and housekeeping goods (except my piano) to her and to her heirs and assigns forever.

Third: I give and bequeath my Piano, to my daughter Cornelia, wife of Daniel A. Hatton Esqr. to her and her heirs forever.

Fourth: Having given to my grand daughters Mariam Blunt Pritchard & Mary Washington Etheridge, daughters of my son Washington L. Ridelich, seven hundred and fifty dollars, each. I now give them nothing more.

Fifth I give devise and bequeath to my daughter, Cornelia Hatton and my Grandsons Charles W. Ridelich and Richard T. Ridelich all my right, title and interest in the Lands or other

property - belonging to the Albemarle Swamp Land Company, and all my shares or portion of all stock now held by me, or which at my death I may hold in the said corporation, and my portion or share of all moneys arising now or hereafter from the sale of said property - or stocks, which Interest and estate I derived title to, by the will of my late husband, Mills Ridelich deceased, and part by purchase, to them and their heirs and assigns forever.

Sixth: Having heretofore given to my daughters Mary A. Webb and Diana L. Dosseway their full portion of my estate, I now give them nothing more.

Seventh: I give and bequeath to my son Mills E. Ridelich the sum of five hundred dollars to be paid to him out of my estate in money, to him and his heirs & assigns forever.

Eighth: I give, devise and bequeath to my son Nathaniel Ridelich as Trustee for the benefit of my son Mills E. Ridelich, all the right, title and Interest which I acquired by virtue of a Deed of Bargain & Sale made the 7th day of April 1868, from the said Nathaniel Ridelich, Trustee, and the said Mills E. Ridelich, being the said Mills E. Ridelichs life Interest & Estate in certain land known as the "Old Place" in Pasquotank County

aforesaid, on the White Marsh road & on which the said Mills E. Riddick now resides - to be held by the said Nathaniel Riddick as Trustee for the use of said Mills E. Riddick, and upon the express condition, that the same is not in any way to be subject to any debt or contract of said Mills E. Riddick: and upon like condition I bequeath to the said Nathaniel Riddick as Trustee for said Mills E. Riddick all the household and kitchen furniture which I purchased from the said Mills E. Riddick by Deed dated 13th. Nov. 1868.

Ninth: The remainder & residue of my estate of every kind and description, whether in possession or otherwise, that I now have or may have at my death, I give to be divided equally into two parts, one of which parts I give to my son Nath.l Riddick to him and his heirs forever. The other part I give to said Nath.l Riddick as Trustee for the sole, separate and exclusive use and benefit of my daughter Maria T. McGuire, free from the debts or control of her husband, Wm. H. McGuire

Tenth & Last: I do hereby appoint my son Nath.l Riddick and my Grand son Chs. H. Riddick, Executors of this my Last will and Testament; and request the Court, in which they may qualify to require of them no security for the performance of the Trust hereby reposed in them.

In witness whereof, I have hereto

set my hand & seal this 31st: day of December 1872

Mary Ridelich (Seal)

Signed, sealed and acknowledged by Mary Ridelich as & for her Last will & Testament in our presence, all being present together.

Wilbur J. Kelly
John R. Kelly

Codicile to my foregoing will.

Since the execution of the foregoing will I have purchased of Willis S. Ridelich a lot and house thereon, situated on the east side of Ridelich Street in the town of Suffolk Nansemond County Virginia for sixteen hundred dollars as will be seen by the deed recorded, now I do devise unto unto Nathaniel Ridelich for the sole and separate use of my Daughter Maria T. McGuire wife of Wm McGuire the said Lot and appertainces with power to the said Maria T. McGuire by Deed or will as altho she was a single woman to dispose of as she pleases, and I direct that the value of said Lot and appertainces as above named shall be considered as a part of the to which my said daughter Maria T. McGuire may be entitled to under the ninth clause of my will

Given under my hand & seal this 4 day of October 1873.

Witnesses
John R. Kelly
Wilbur J. Kelly

Mary Ridelich

At a Monthly Court held for Nansemond County the 14th day of August 1875.

This Last Will and Testament, and codicil thereto, of Mary Riddick, late of this County, deceased, was this day fully proved by the oaths of John R. Kelly and Wilbur J. Kelly, subscribing witnesses thereto, and was thereupon ordered to be recorded. And on the motion of Charles H. Riddick, one of the Executors named in the said will, who made oath as the law directs, and entered into a bond in the penalty of Eight Thousand Dollars, conditioned according to law, (but without security, the will directing that none should be required of him, and which said bond being acknowledged by the obligor therein is ordered to be recorded), certificate is granted the said Charles H. Riddick for obtaining a probat of the said Will and Codicil in due form. Liberty being reserved to Nathaniel Riddick, the other Executor in the said Will named to join in the said probat when he shall think fit.

Teste,

Peter B. Prentis. Clerk

A Copy:

Teste.

Peter B. Prentis. Clerk

X-Ind-

Mary Riddicks

Will.

(a copy)

A 1.

Mills E. Riddick

vs

Mary Riddicks Ex. et al.

Jann Respondent for answer says: That so much of complainants bill as relates to the time of the execution of the will of the testatrix, the time of her death, the qualification of her executor, the probate of the will, is true, And it is also true that in the Seventh clause of her said will the following bequest was made, as is expressed as described in the Bill. "I give and bequeath unto my Son Mills E. Riddick the sum of Five Hundred Dollars ~~in Money~~ to be paid him out of my estate in money, to him and his heirs and assigns forever."

Jann defendants deny that the testatrix in the Seventh clause of her will intended to give the complainant $5.00 in money, and also a bond which she held against the complainant at that time to wit on the 31st Dec. 1872. the time of the execution of the said will, And Jann defendant the executor of Mary Riddick says that even if it was her intention to give the five hundred dollars to the complainant that it is his official duty to collect the bond of the complainant if unpaid, out of any moneys in his hand, that may belong to the said complainant. —

and your defendant further says, that the circumstances attending the bequest which surrounded the testatrix at the time of executing the will clearly show that it was not the intention of the testatrix to give the complainant $500. in addition to her other bequests. Your defendant denies that the testatrix intended the money for the complainant, to repair or build his house as alleged. for the reason that the house was built by the complainant long before the death or the execution of the will, that the complainant has for a number of years been living in the house so built, & that if it had been her intention to have given the money for the house it would have been done at the time when she was in a better condition to give than she was at the time of the execution of the will in 1892. Your defendant says that the testatrix was a very old lady (at the time of her death 84 years old) but of remarkably clear intellect, & an unusual knowledge of business for a woman, that she had been a widow for a number of years and directing with some assistance her own affairs, that she was very methodical, in the arrangement of her papers and kept them in good order, that she wrote the

codicil to her last will and testament with her own hand, which is remarkably clear and explicit. That she was well aware that she held a bond against the Complainant at the time of her death and execution of her last will, that the bond alluded to was for the payment of $550 and dated the 10th day of February 1857 & that were two credits on the said bond one of the 8th Oct. 1867 for $49.13 and one dated the 7th April 1868 for $285.29. That this bond had been filed and kept along with her other bonds and papers and was found tied up in an envelope & that in a box with the bonds of Nathl. Riddick C.N. Riddick & W.L. Riddick besides a number of Virginia State bonds and Albemarle Land Co's stock certificates. That if her intention had been to give the Complainant the money and the bond back her bequest would have been differently worded. That the bond was given for money actually loaned to the Complainant & the testatrix construed the giving of the money as equivalent to giving the bond which represented the money That the amount of the bond at the time of the execution of the will including the interest and allowing the two credits (not counting war interest) was no $5'80.59

a few dollars more than the bequest which no doubt she intended as bounty. That it would have been unjust in the extreme in the testatrix who was a loving mother, and on perfectly affectionate terms with all of her children to have given a specific legacy of $500. in money to the complainants and not required the collection of his bond due the residuary legatees. That one of the residuary legatees Nathl. Riddick owed the testatrix at that time a bond of $852.45 - with interest from 9th Oct. 1865 - & that the other residuary legatee Mariah S. McGuire was extremely poor, & without visible means of support & unprovided for except by a legacy of a house & lot. That after the debts of the estate and legacies are paid that there is nothing left except the bonds of Nathl Riddick Chas. H. Riddick Willis E Riddick (complainants) and W. L. Riddick's note for $50. and a few worthless West Va Certificates, that when required the payment of the $500. and to have given the bond to the complainants would have been unjust for the reason that it would have compelled the collection in money of Nathl. Riddicks bond one of the residuary legatees to whom she had given nothing, & it would have de-

feated the object of the testatrix, to provide something for the support of her utterly dependent daughter Marian T. McGuire Burr defendant further says that if such had been the intention of the testatrix that the legacy claimed to have been given would have been conveyed in trust, to Nathl Riddick Trustee, just as the rest of the property conveyed to the complainant was given, the testatrix well knowing that the complainant was so in debt and had been for years, & that he only had his home & household property at her sufferance she having loaned the same to him, & that the money if given him directly must have been taken for his debts by his creditors, that to have given it to him in money and bonds would have been providing for him more liberally than for any other child she had, as she by the Eighth clause of her will gives to the complainant all the interest which she purchased of him through the trustee a farm for which she paid $1000. in money, and also the house-hold and kitchen furniture, valued at $400. then at the "Old Place". Thus she did not intend to give him even all of the property which she purchased of ~~Nathl~~ Mills E. Riddick Trustee

under and dated the 14th November 1868 and marked as exhibit "F." a bill by complainant in which she not only purchased household & kitchen furniture, but all the farming implements, horses & mules, stock of hogs, & cattle, this she does not convey by quit claim to the complainant, nor has he rendered any account of them to this respondent they still being in his possession and chargable to him. the complainant, — That your defendant denies that the bond has ever been paid in any way shape or form. as will be shown by the following transactions, as will appear from exhibits filed. On the 15th March 1866 the Complainant in order to save himself from his general creditors conveyed his Albemarle Land Cor Stock & his interest (a life interest) in the "Old Place" to Nathl. Riddick Trustee, for purposes therein named. (Exhibit "D.") that the stock was sold under that deed for $5-00. The trustee then made the following payments out of the proceeds he charging no Commissions tho' allowed by the Ord. To D. H. Lee $382.39. to Goodman $68.48. and a credit in the $5.50. bond of the complainant, then held by Mary Riddick of $49.13 making in all five hundred dollars which consumed the whole of the Swamp Stock money. — and that on the 7th day of April 1868. the said

Nathl. Riddick Trustee. sold to the testatrix Mary Riddick (Exhibit "E") the interest of the complainant, in the "Old Place" for $1000. That the said testatrix paid the money in the following manner as will appear from Exhibit "F" herewith filed. Miles E. Riddick in January 1848. gave his bond to Nathl. Riddick, for $322.00 which bond on the 31st March 1848 was assigned to Mary Riddick, for value. & that on the 7th April 1868. the very day the "Old Place" was bought by Mary Riddick testatrix, the complainant as Trustee paid $714.21 on the said bond, and $285-79 on the bond now held by your defendant as Executor, all of which made up the $1000. which the testatrix agreed to give for the farm, which was paid on the 7th April 1868. still leaving a balance of $580.79 on the 31st Dec. 1872 on the $550. bond. the last named date being the time of the execution of the will. —, Your defendant kindly says that he as executor should not be required to pay the legacy of $5.00 in money, because such was not the intention of the testatrix, and because the Residuary Legatees would require him to make it good to them, your defendant having had an opportunity of collecting the

the amount is nearly the amount of the bond which is clearly due the estate by Miss E. Riddick the complainant. That to pay the legacy if intended and not collect the bond would defeat the main and most important object of the testatrix in manifesting her bounty, and displaying her affection for each of her children alike, that the complainant has been bountifully provided for, & that Nathl. Riddick one of the residuary legatees & Mariah T. McGuire the other would be left the small pittance of a few hundred dollars, which was clearly not the wish & desire of the testatrix, Your defendant says that he can not under the law pay this legacy if intended, whilst the legatee is in debt to the estate, as evidenced by his own bond, without making himself liable for the amount to the Residuary legatees. Your defendant further denies that the complainant has any demand upon the testatrix estate for any fee for his atty. further than that provided by law in event you defendant has to pay the costs of this suit, & finally your defendant says that all the parties to this suit

desire nothing but a fair construction & determination of this matter, the relationship of the parties being such as to precude the idea of any effort upon the part of any, to take any advantage of the other. —

And now having fully denied the complainants bill, this respondent prays hence to be dismissed with his reasonable costs in this behalf expended & he will ever pray &c.

Chas. H. Reddick Exr

Withers p.d.

Miles E. Riddick
vs.
Mary Riddick Ex. et al

Answer of
Chas. H. Riddick Ex.

Know all men by these presents that I, Mary Riddich, of the County of Nansemond and State of Virginia having this day purchased of Mills E. Riddich, as shown by Deed of Bargain & Sale, of this date all of his Household & Kitchen furniture, farming utensils, stock of _ & hogs and mule, do by these presents, loan unto the said Mills E. Riddich, subject to my will and pleasure, all and every article of Household & Kitchen furniture farming utensils stock of Hogs, cattle, mule and every species of chattel property conveyed to me by the aforesaid deed of Bargain & Sale

Witness the following signature & Seal this 14th: day of November 1868.

Witness
W. L. Riddich

Mary Riddich {Seal}

State of Virginia,
Nansemond County } to wit:

I, Peter B. Prentis Clerk of the County Court of Nansemond County in the State of Virginia, do certify that Mary Riddich whose name is signed to the foregoing writing bearing date on the 14th: day of November 1868 has acknowledged the same before me in my County aforesaid.

Given under my hand this 16th: day of November 1868.

Peter B. Prentis Clerk of
Nansemond County Court.

In the Clerk's Office of Rockingham County Court, the 16th: day of November 1868.
This Deed of Loan was received and with the certificate written thereon admitted to record (the requisite stamp of 50c having been affixed and cancelled)

Teste,

Peter B. Prentis. Clerk

A Copy,

Teste,

Peter B. Prentis. Clerk

Mary Riddick
To
Wills E. Riddick

Copy Deed of Loan

This Deed made this 14th: day of November 1868, between Mills E. Ridelich of the first part and Mary Ridelich of the second part; both parties residing in the County of Rockingham & State of Virginia. Witnesseth That in consideration of the sum of Four Hundred Dollars paid by the said Mary Ridelich to him the said Mills E. Riddlich, he the said Mills E. Ridelich, doth grant unto the said Mary Ridelich the following property- to wit: 5 beds & steads, 2 Doz. chairs & 3 Tables, 1 side board, 2 candle stands, 1 Bureau 3 Dressing Tables 3 wash stands. 2 bowls & pitchers, 1 cook stove. Kitchen furniture, 1 safe & wearel robe 3 looking glasses. 1 Doz. cups & saucers, 2 Doz. plates ½ - dishes & 1 Doz. glasses. 1 common castor, 4 bowls & 3 pitchers ½ Doz. stone jars. 4 glass dishes. 1 Doz. Knife & forks 1 Doz. tea spoons, & ½ Doz table spoons. 1 Doz. plated spoons, 3 tin buckets, 3 water buckets, 2 tea pots - 2 cots - 2 pr of tongs & shovel 2 - jenelers 1 spinning wheel, 2 cows & calfs 1 saddle & bridle mule & cart wheels & gear - 1 plough gear 35 - Barrells corn 3 thousands lbs fodder 1 sow & six shoats, and if any household or Kitchen furniture or farming utensil or any other chattel property owned by the said Mills E. Ridelich has been omitted to be named in the above list - then the same shall be taken as sold and conveyed by this deed.

Witness the following signature and seal

Mills E. Ridelich [seal]

In the Clerk's Office of Nansemond County Court, the 16th: day of November 1868.
This Deed was acknowledged by Mills E. Riddick and thereupon admitted to record (the requisite stamps of 50c having been affixed and cancelled).

Teste.

Peter B. Prentis. Clerk.

A Copy.

Teste.

Peter B. Prentis. Clerk

Mills E. Riddick
to
Mary Riddick

Deed

Whereas. on the 15th: day of March, a.D. 1866. Mills E. Ridelich of Nansemond County, Virginia, made and executed a Deed of Trust to Nathaniel Ridelich, Truslee, for certain purposes therein mentioned, one of which was to secure to Mary Ridelich. the payment of two bonds, one of Five Hundred and the other of Three Hundred dollars, dates not recollected, with all accrued and accruing interest upon said bonds, and in which deed of Trust was conveyed for the purposes thereof, as a portion of the said security, "all the said Mills E. Ridelich's ascertained interest in the farm on which he lately resided and known as the "Del place" situated on the White Marsh road in said county, containing Five Hundred acres more or less, and adjoins the lands of Elisha Everett, James B. Norfleet, Mrs. Gibbs and others" the said interest being for the life of the said Mills E. Ridelick, as devised from the last will and Testament of his father Mills Ridelich. deceased: And whereas the said Mills E. Ridelich is desirous to pay the said bonds due the said Mary Ridelich as far as possible, or such part as may be in his power. with all accrued interest thereon, and the aforesaid deed of Trust empowering the said Nathaniel Ridelich, Truslee, "to sell the said property at public auction or private sale, at such time and upon such terms as said Truslee in his opinion shall think most conducive to the interest of the

parties", which said Deed of Trust is of record in the Clerk's Office of Nansemond County Court. Now therefore this Deed, made this seventh day of April, in the year of our Lord, one thousand eight hundred and sixty eight, between the said Nathaniel Riddick Trustee and the said Mills E. Riddick, parties of the first part and Mary Riddick of the second part. Witnesseth, that in consideration of the sum of One Thousand Dollars, the said Nathaniel Riddick Trustee, and the said Mills E. Riddick, parties of the first part, do grant unto the said Mary Riddick, party of the second part, with general warranty, all the right, title and interest of the said Mills E. Riddick, in and to the aforesaid farm known as the "Old Place" situate on the White-marsh Road in Nansemond County containing Five Hundred acres, more or less, and adjoining the lands of Elisha Everett, James B. Norfleet, Mrs. Gibbs and others", the said right of the said Mills E. Riddick being a life estate in said lands, under the last will and testament of his deceased father Mills Riddick.

Witness the following signatures and seals

Nath[l] Riddick Trustee, [Seal]

Mills E. Riddick [Seal]

State of Virginia

Nansemond County to wit:

I, W. L. Riddick a Notary Public for the county aforesaid in said State, do certify that Nathaniel Riddick and Miels E. Riddick whose names are signed to the writing above bearing date on the seventh day of April 1868 have acknowledged the same before me in my county aforesaid.

Given under my hand this 7th: day of April 1868

W. L. Riddick

N. P.

In the Clerk's Office of Nansemond County Court, the 7th: day of April 1868.

This Deed was received and with the certificate written thereon, admitted to record. (The requisite stamps of $1.00 having been affixed and cancelled)

Teste:

Peter B. Prentis. Clerk

A Copy,

Teste:

Peter B. Prentis. Clerk

Nath: Riddick, Trustee
& Mills E. Riddick
To E Coley Reed
Mary Riddick

E

This Deed made this 15th: day of March, A.D. 1866, between Mills E. Ridelich, of the one part, and Nathaniel Ridelich (Trustee) of the other part: both parties of Nansemond County, Virginia, Witnesseth, that the said Mills E. Ridelich doth grant with general warranty, unto the said Nathaniel Ridelich, Trustee, his executors and administrators, the following property, to wit: all his, the said Mills E. Ridelich's ascertained but undivided interest, in the farm on which he lately resided and known as the "Old Place": situated on the White-Marsh road, in said County, containing Five Hundred acres, more or less, and adjoins the lands of Elisha Everett, Jas. B. Norfleet, Mrs. Gibb & others: also his interest of every character, whether in possession or expectancy, in the Albemarle Swamp Land Company, located in the State of North Carolina: the interests herein conveyed being those which the said Mills E. Ridelich has acquired and may acquire, under the Last Will & Testament of the late Capt. Mills Ridelich his father. In Trust, to secure the payment of the following debts, which are first to be paid in full and without abatement: a Bond of Two Hundred and seventy-five dollars date not recollected, now held by P. N. Lee, and to which Nathaniel Ridelich is the security: a Bond of Seventy-Five Dollars or thereabout date not recollected due the Estate of James Goodmen deceased & to which Nathaniel Ridelich

is security: And after the before mentioned debts are paid and satisfied, as before stated then the said Truste will if the funds in his hands be sufficient; pay the following debts. to wit: Two Bonds due Mary Ridelich, one for Five Hundred Dollars. and the other for Three Hundred Dollars. with all interest due thereon: the dates of said bonds not recollected — And if a surplus still remains in the hands of said Truste (after paying all the debts or bonds hereinbefore mentioned) then the same is to be applied by him to the payment and discharge, if sufficient; and if not, ratably of all debts whether by bond, note or open account, now due and owing by the said Wells E. Ridelich; but no one of the creditors intended to be provided for, in this clause, is to receive the benefit of its provisions without consenting to & granting a full discharge of such debt. And it is provided herein that if any of the debts named herein, (that is to say in the first and second classes) are inaccurately stated as to amount or dates, then it is understood that the correct amounts of the same are to be secured and paid, so far as the funds in the hands of the Truste will pay the same, and in the manner or classes hereinbefore mentioned. — And it is further provided that the said Wells E. Ridelich shall be in possession of the property hereby conveyed, and shall receive and enjoy the rents and profits

thereof until a sale of the same shall be made with this express exception & reservation to wit: The said Trustee being hereby authorized to apply all profits & income arising from the interest in the said Albemarle Swamp Land Company herein conveyed to the payment, first, to debts to which the said Nathaniel Riddick is security and then to the debts herein named due to Mary Riddick And it is further provided and power and authority are hereby given to the said Nathaniel Riddick to sell the said property at public Auction or private sale, at such time and upon such terms as said Trustee in his opinion shall think most conducive to the interests of the parties hereto. And it is hereby covenanted and agreed that the said Trustee shall be entitled to & receive a commission of five (5) per cent on all or any sales or collections, made by him, under this deed

Witness the following signatures & seals

Mills E. Riddick (Seal)

Nath[l]. Riddick, Trustee (Seal)

In the Clerk's Office of Pasquotank County Court, the 16th day of March 1866.

This Deed of Trust was acknowledged by Mills E. Riddick and Nathaniel Riddick, Trustee and thereupon admitted to record. (the requisite stamps of two

dollars having been affixed and cancelled.)

Teste.

Peter B. Prentis. Clerk.

A Copy.

Teste,

Peter B. Prentis. Clerk.

Wills E. Riddick
To
Copy Deed of Trust
Nathl Riddick Trustee for P. Hales
Ld.

X No 3

10

Inventory and Appraisement of the personal & chattel estate of Mrs: Mary Riddick decd. made August 16th 1875 by John F. Stewart R. S. Eley & John R. Kelly, Appraisers — Chs. H. Riddick Executor

In Dining Room		
1 Old safe $4 – 1 Mahogany Table $6.	$ 10	00
1 Old Mahogany sideboard $15 – 1 Press $4	19	00
1 Walnut Dining Table $3. 6 Chairs $3.	6	00
Large Looking Glass $4 – Old Carpet $5	9	00
Lot Glass. Crockery ware &c $10 – Table Cloths $6.	16	00
Table Napkins $1. 5 Silver Table spoons $10.	11	00
1 Silver Ladle $8 – 1 Doz Desert silver spoons $15	23	00
1 Doz. silver Tea spoons $9. 1 Set silver Castors $20.	29	00
1 Doz. Knives & forks $2.50 – Brass Andirons & fender $2.50	5	00
Cooking stove & fixtures & Kitchen furniture	25	00
Stair rods & old stair Carpet		50
In Parlor		
6 Cane bottom Chairs (in Parlor)	10	00
1 Rocking Chair $4 – Invalid's Chair $5	9	00
10 Mahogany cushioned Chairs	25	00
1 Mahogany Rocking Chair $8 – 1 Sofa $12	20	00
1 Lounge $5 – Looking Glass $8	13	00
Parlor Carpet & Rug $25 – Small Table & Cover $3.	28	00
1 Clock $6 – 4 Lamps $2 – 2 Flower vases $1	9	00
In Chamber		
1 Bedstead Feather bed $20. Lounge & Mattress $2.50	22	50
1 Bedstead, bed & hair mattress	30	00
1 Mahogany Wardrobe	25	00
Carried on	$ 345	00

Amo: brot. on		$345 00
1 Shaw (Invalids) Chair $2.50	Old Bureau $5.	7 50
Looking Glass & Drawers		2 50
1 Marble slab wash stand, bowl & pitcher		2 50
Old Carpet 1.50 – foot stool 10c Old Chair 25c		1 85
Passage Oil Cloth 50c. Stair carpet & rods $3.		3 50
Up Stairs		
Bed stead, hair mattrass & feather bed		40 00
Small stead, feather bed, cover & pillows		35 00
Bureau & glass $8 – Poplar Wardrobe $5.		13 00
Old Carpet $5. Lot bed clothes $25.		30 00
Total & included in bequest to Mrs: Juliana Wood		$480 85

The Chattel Estate conveyed by Mills E. Reddick to Mary Reddick by Deed dated 14th November, 1868 recorded, valued at (excluding the Corn & fodder not now in existence) see the said Deed & included in bequest to Mills E. Reddick $250 00

1 Piano (bequeathed to Mrs: Cornelia Hatton) $100 00

Total — $830 85

The following Stocks, Bonds &c are placed by us at their face value, except where otherwise stated)

1 Certificate for Interest due on State Stock dated 3d. Aug: 1875 . . . . . $21 00

1 Certificate for Interest on State Stock
dated 6th: Aug: 1873 for $21:00
1 Do dated 12th April 1873 " 21:00
1 Do " 21 July 1874 21:00
1 Do " 21. Aug: 1873. 21:00
1 Do 8 Aug: 1873 21:00
1 Do State Stock No: 2737 for 1000:00
1 Do Do " 2738 " 1000:00
1 Do Do " 1600 " 100:00
1 Do Do " 1596 " 72:34
1 Do (West Virginia) " 2276 (with very little) 1086:16
79 Shares of Stock in Albemarle Swamp
Land Co: par value $7900. worth much less.
Nath'l. Riddick's bond for $852.45 due 9th: Oct: 1865
Mills E. Riddick's bond $550 dated 10 Feb. 1857.
with credits of $285:29 & $49:13 on 7th: Apl: 1868.
Washington L. Riddick's bond for $500 due 30th: Oct: 1860. Insolvent
Same's Bond for $50. due 11 June, 1850. Insolvent
Ch's H. Riddick's Bond for $1622:98 due 18 June: 1871
credited with $100 on 6 June: 1873 & $30 on the 24th: May 1873
$80:50 on 18 June 1873. & $100 on the 1st June: 1874 &
$131:79 on the 21st. May 1874.

We do certify that pursuant to the annexed order of Nansemond County Court of Aug't Term 1875, we (being first duly sworn) have appraised the personal estate of Mary Riddick decd. as shewn to us by Ch's H. Riddick, her Executor to the best of our judgment, and as set forth in the foregoing list. Given under our hands

This 16th: day of August, 1875.

John R. Kilby
Jno: F. Stewart } Appraisers
R. S. Eley

Chas: H. Riddick
Executor.

State of Virginia — Nansemond County, to wit:

I, Wilbur J. Kilby, Commissioner of Accounts in and for said County in said State, having inspected the foregoing Inventory and Appraisement, do certify that the same is in proper form. Given under my hand this 19th: day of August, 1875.

Wilbur J. Kilby, Commissioner of Accounts.

In the Clerk's Office of Nansemond County Court the 19th: day of August, 1875.

This Inventory and Appraisement was this day filed, duly certified, and thereupon admitted to record.

Teste,

Peter B. Prentis. Clerk.

A Copy: Teste,

Peter B. Prentis. Clerk.

(a copy)

Mary Riddick's
Inventory and Appraisement

Miles E. Ridrick, Bond
Executed to Mary Ridrick
Int. from 10 Feb. 1859 to 7 Apr 1868
(including Grace Int) —
10 yrs. 2 mos.

	$550.00
	368 50
	$918 50
Cr 285:29	
+ 49.13	334 42
Balance	$584 08
If the war Int is abated, 4 years as authorized by Law, as per Demanded to 4 times 33.00	132 00
	$450 08
Int. from 7 Apr 1868 to 7 Jany 1876, 8 yrs 4 mos	225 00
	$675 08

28

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

Complaining, shew unto the Court your Complainant, Miles E. Riddick of the County of Nansemond.

Your Complainant respectfully represents to the Court and says, That his Mother Mary Riddick of said County, on the 31st Dec 1872 & while a widow & executed her last Will & Testament, and about the 1st of August 1875 died; which Last Will & Testament was duly proved & ordered to be recorded, in & by Nansemond County Court, on the 14th of August 1875, and that Charles H. Riddick, the Executor therein named, qualified as such Executor in said Court on the same day — all of which more fully appears by reference to a copy of said Will & order of said Court filed herewith as part of this Bill & marked "A".

That the said Testatrix by the seventh clause of her said Will, says "I give and bequeath to my son Miles E. Riddick, the sum of five hundred dollars to be paid to him out of my estate in money, to him and his heirs & assigns forever".

That the Miles E. Riddick named in said clause is your Complainant —

That the direction to pay your Complainant five hundred dollars in money, is a direction

to pay your Complainant that much money, without reference to any indebtedness (if any) that your Complainant might owe the estate.

That the Testatrix knew your Complainants condition, that he was poor, that he had had his house on the farm on which he lived accidentally burnt by the United States army during the late war, whilst your Complainant was from home in the Confederate army - that he had made an attempt to obtain, so he might have a home to dwell in, & had not been able to finish it, & with this $500. he could complete his home - all these things were well known to his mother, the said Testatrix, & that her design & intention in directing the said sum of $500. to be paid to him in money was that he might have it money & not in Bonds, stocks or anything else.

That your Complainant has called on the said Chas. H. Riddick Executor of said Mary Riddick dec'd, to pay him the said money, and the said Executor has expressed a willingness & readiness to do so, but says your Complainant owes the Testatrix a Balance on a Bond, which the residuary Legatees may demand him to retain out of said Legacy. & that he is willing to pay the same, if the Residuary Legatees will say that they will not hold him the said Executors, responsible for such payment, but this they decline

to do, notwithstanding your Complainant has appealed to them to do, urging the well known intention of his Mother's wishes, in the premises.

That having no means to get the money without the aid of a Court of Equity he has been forced to seek relief there.

That by the Ninth clause of said will his Brothers, Nathaniel Riddick & sister Maria J. McGuire (for whom Nathl. Riddick aforesaid is by said will made trustee) are the Residuary Legatees of said Testatrix.

That at the death of said Testatrix & before her will was executed your Complainant owed his Mother a Bond for $330 dated June 10 Feby 1857, on which are two credits one of $288.27 & $49.13 on the 7th April 1868, so that on 1st Aug. 1876 (at Testatrix's death, there was a Balance due on said Bond of $675.98 supposing the same not unpaid (see statement filed herewith marked "B", For reference to said Bond, see Copy of the Inventory & appraisement of said deceased's Estate marked "C" filed herewith.

That to shew to the Court that nothing is due on said Bond & that the Testatrix considered the matter closed & ended & that she never intended to at any demand thereafter, least of all, to defeat her own bequest, so emphatically made, your Complainant

proceed to state, the following transactions.

That soon after the late war ended, to wit: on the 15th March 1866, your complainant found himself embarrassed & unable to pay all his debts & desiring to secure his Brother the said Nath[l]. Riddick & his Mother from loss, on debts to which he was, security & those due his mother, he executed a deed of trust to said Nath[l]. Riddick, as Trustee, to secure a debt to P.H. Lee of $775. to which said Nath[l]. Riddick was surety, & one to Jas. Gorman for $75. to which said Nath[l]. Riddick was security (which debts were to be paid first) then to secure a debt of $300 (the same as the debt aforesaid of $530) to said Mary Riddick & one of $300 to same & conveyed in said deed, a farm in Nansemond County known as the "Old Place" & on which your Complainant had a Life Estate only, & certain stock in the Albemarle Swamp Land Co. — a Copy of which deed is filed herewith marked "D"

That the said Nath[l]. Riddick, under said deed, sold the stock in the Albemarle Swamp Land Co, & paid the debt to P.H. Lee & the debt to Jas. Gorman, to which he, the said Nath[l]. Riddick was surety, and that the debt of $300 due Mary Riddick has been paid & the ~~debt~~ amts also paid as quoted on the Bond of $530 aforesaid.

That on the 15 March 1866, your

Complainant sold to Mary Riddick the farm called the "Old place" containing 500 acres more or less, which your Complainant held for life, by deed signed by said Nathl. Riddick Trustee in the Deed of Trust aforesaid by your Complainant, duly executed conveyed in consideration of $1000., the said land, which sum was to be paid your Complainants entitled resp^t to said Mary Riddick — a copy of said deed is filed herewith marked "E"

That on the 14th day of November 1868 your Complainant sold & conveyed to said Mary Riddick in consideration of $1,100, all his chattle estate as will be seen by a copy of said deed filed herewith marked "F".

And that two days thereafter to wit: on the 16 Nov 1868 the said Mary Riddick sent the said chattle estate to your Complainant subject to his own pleasure, — as will be seen by a copy of the writing relative thereto filed herewith marked "G".

That the sale of said Land & chattle estate to said Mary Riddick was more than paid and cancelled all the debts due by your Complainant to said Mary Riddick & was so intended & the retention of one of your Complainants Bonds (viz: $550) by the said Testatrix was contrary to her part, and

And your Complainant believes that she had lost sight of the existence of said Bond otherwise she would have delivered it to him or destroyed it.

That as further and conclusive evidence the Testatrix intended the said legacy of $500 in money should be paid him, she by the Eighth clause of her said will gives the said Land called the "old Place" & the chattle estate over her, to Nath[l] Riddick as Trustee for your Complainant,

That the Testatrix could never have intended that whilst she may by her will providing a home & some little chattel estate for the use of your Complainant & his family & $500, to keep him just his home in comfortable condition to live in, that she intended her bounty should be defeated by paying her an old debt long before any of these transactions had taken place and which had been cancelled by the sale to her as aforesaid.

That the estate of said Testatrix is ample to pay all her debts & expenses & Legacies —

In consideration whereof and as this Court has jurisdiction to grant all adequate Relief, & to the end your Complainant may, Not Respondents Charles D. Riddick, Executor of Mary Riddick dec[d], Nath[l] Riddick, Trustee for Maria D. McGuire & said Nath[l] Riddick and said Maria D. McGuire, may be may be Defendants hereto; That the said

defendants may be required to answer the allegations herein, That unless the said Chs. H. Riddick Executor aforesaid shall assets sufficient in his hands to pay your complainants demand, that then he may be required to render before one of the Commissioners of this Court an account of his transactions as such Executor, and that the debts due by said deceased or his estate may be ascertained, and your Complainants demand paid. That as your Complainant has made all reasonable effort to collect the legacy made to him by the said Decand, & the payment refused him as above stated he asks the Court to direct all expenses of this suit including his attorneys fee of $50, to be paid out of the funds in said Executors hands and that all other and further relief may be granted consistent with Equity &c

And your Complainant &c pray &c.

Miles E. Riddick

By

John R. Kilby atty.

Kelly p. q

Miles E. Riddick

m. } Bice

Mary Riddick's Exor tax

Cer. of. Mans?

Mills E. Riddick

vs } Chy: Notes

Mary Riddick's Extr. & al

1876. Aug: 26th: Summs in Chy: issued returnable to Septr: Rules, 1876

" Septr: 4th: Bill & Exhibits filed & decree nisi vs defendants

" Octo: 2nd: Decree nisi confirmed & cause set for hearing on Pltffs' mo:

" " 12th: Leave given the defts: E. H. Riddick, Extr. to file his answer in 60 days

1877. Nov: 13th: Decree &c

Chy. Notes