1882-005
Nansemond Co. (Suffolk)

Chancery Causes: Claudius W. Wright & wife vs Exrs of Willis S. Riddick etal

Folder 1 of 3

Britt, Cherry, Smith

Folder 1

OVERSIZE
Box 1
- 1 life insurance policy application
for Willis S. Riddick
(Exhibit A originally filed with bill)

Wright & wife
vs.
Riddick's Admr &c.

This cause came on this day to be heard on the Bill of the Complainants and the exhibits filed with said Bill and the answer of John R. Copeland and Thomas W. Smith late Executors of Willis S. Riddick deceased and the exhibits therewith filed and on the answer of John L. Fulgham Personal Representative de bonis non with the will annexed of said Willis S. Riddick deceased, and the exhibits filed ~~the~~ with that answer and on the examinations of witnesses and the answer of the infant defendants by Peter B. Prentis their guardian ad litem and on general replications to all said three answers and was argued by counsel

On consideration whereof the Court is of opinion and decides that the Policy of Life Insurance, ~~a copy~~ dated the 25th. day of January A.D. 1867. a copy of which is filed with the Bill in this

cause and marked exhibit "B."
issued by the North America Life
Insurance Company of New York
and insuring the Life of said Willis
S. Riddick for the sum of $5000.^{00}
was for the benefit of himself
and that there was no mistake
either in the application therefor
or the Policy therefor issued in
pursuance of said application
and that the said sum of $5000.^{00}
was properly paid by said Compa-
ny upon the death of said Willis
H Riddick to his said Executors
for the benefit of his estate under
the provisions of his last will and
testament, and being of such
opinion, doth ~~adjudge~~ order ~~and~~
~~decree~~ that the Bill of the Complain-
ants and this suit be and the
same are hereby dismissed and
that the ~~Complainants~~ defendants
recover of the Complainants their
costs in this behalf expended.

Wright &wife

vs. } In Chy

Riddick's Exor. &al

Nansemond County
Circuit Court
apl. 11th. 1882
Decree

To be entered

Geo. P. Blow,

copied

Entered O.B. No 1
page 367

Wright & ux
vs
Riddick's Exors: & al

In Chancery.

The joint and separate answer of Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick, infants, by Peter B. Prentis, their guardian ad litem, to a Bill in Chancery exhibited in the Circuit Court of Nansemond County, by Claudius W. Wright and Maggie E. his wife against John R. Copeland and Thomas W. Smith, Executors of Willis S. Riddick deceased & others:

These Respondents say, that so far as they know the statements in said Bill are true, but being under twenty-one years of age & ignorant of their rights in the premises, they submit the same to the Court & pray that no order or decree may be made in the said Cause to their prejudice or injury. And having answered &c.

(signed)

Peter B. Prentis:

Gdn: ad litem

Wright &c

vs

Riddick's Exors &c

Answer of infant defendants

Inventory and appraisement of the Personal and Real estate of Willis S. Riddick dec.d made the 21st. day of January 1876 by John R. Kilby, John F. Perinor and Marmaduke Jones, three of the appraisers appointed for that purpose

Carpet in Mrs C. W. Wrights room	$ 20	00
1 Rug $2. 1 cane-bottom Rocking chair $1.50	3	50
Feather Bed and clothing, and shuck mattress	25	00
Mahogany bedstead, feather bed, mattrass &c. No. 2.	30	00
Walnut wardrobe $8. 1 Lounge $15.	23	00
Mahogany Bureau and glass $15. Old desk $2.50	17	50
Washbowl and pitcher $5.00 Large chair $2.	7	00
1 Pair dog irons and fender $2. Looking glass .50c	2	50
3 cane bottom chairs $2.25. Water can &c 50c	2	75
1 Old table $1.00 Old arm chair 75c	1	75
Door Rug 25c, Table and cover $2	2	25
Passage matting 25c, Stair way carpet $2.00	2	25
Hat-rack .50c Lot of old book $1.00	1	50
2 Sofas $15.00 2 covered stools 2.50	17	50
Mahogany open top table $5. Lamp $2	7	00
Whatnot $2. Bed and stead &c up stairs $25.	27	00
Bureau and glass up stairs $10. Washstand bowl &c $2.	12	00
Small table 75c Carpet (old) $2.50	3	25
1 Old chair 75. Rocking chair $2.00	2	75
2 Pair Andirons $1.50 Oil cloth carpet &c 25c	1	75
Bureau and glass $5. Common washstand & bowl $1.50	6	50
Carried on	$216	75

Brought on	$ 216	75
2 chairs and glass $1.50 Pair andirons 10c	1	60
Bedstead, feather bed &c $15. Lot of jars $2.00	17	00
Painted Bedstead and bed $15. Old Mattrass &c $3	18	00
Common curtains $2. Cooking stove $6.	8	00
Kitchen furniture $5. Table, crockery, safe &c $10.	15	00
	$ 276	35
The foregoing articles, being the furniture in the late residence of the deceased were bequeathed to his daughter Maggie Wright wife of Claudius W. Wright (See the will) and have been delivered to her.		
One horse $75. Cart, wheels and gear $15	$ 90	00
These articles were bequeathed to and have been delivered to Henry Smith (col), See the will of the deceased		
	$ 366	35
One old wagon $20. 1 double plow $1.	21	00
1/2 Buggy &c $40. Old harness $15.	55	00
About 3000 feet of timber	30	00
About 900 shingles	5	00
Lot of posts	7	00
Total value of Chattel estate	$ 484	35

The following is the real estate of the deceased, valued and described as he has valued and described it in his will. (See the will)

1st. Cully Lot & Stables on Franklin Street	$2.500	00
" Kinzon tract 20 acres	600	00
" 3 vacant Lots on East 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 the above was devised to Maggie the wife of Claudius W. Wright and daughter of the deceased		
2nd: Clarke Cottage, West side Pinner St.	1,200	00
" Julius Evelum lot on Pinner St.	800	00
" Geo. T. Parker lot on Holladay St. with about 2 acres of land in rear adjoining	1,200	00
" 2 Lots at Jericho Canal, on West side said Canal	400	00
" Young tract of land of 50 acres (as sold to Luke)	1400	00
All the above was devised to Willis S. Riddick Jr. (See the Will)		
3rd. Dr. Tatem Lot Cor. Franklin & E. Washington Sts	1500	00
" Lobe Brothers lot on Holladay St. with about 2 acres of land in rear adjoining	1,200	00
" Shackleford Cottage Cor. Pinner & E. Washington Sts	800	00
" Lot on Back St. adjoining Jordan Thompson	400	00
" Henry Foreman lot on Fair Ground (Norfolk Road)	300	00
" Pitch Kettle farm of 60 acres	600	00
All the above was devised to John B. Riddick (See the Will) Carried on	$14700	00

	Brought on	$14700	00
4th:	Kitty Jones Lot - Riddick St. A. M. & O. R. R.	1500	00
"	Butler & Blanks, double tenement. E. Washington St.	1500	00
"	1/2 Lot - Cor. Main & Washington Sts. (M. Jones)	1200	00
"	London Riddick Lot. Fair Ground on Norfolk road	350	00
"	Henry Smith Lot - on Pine St.	225	00
"	John Parker, vacant lot, A. M. & O. R. R.	25	00
	All the above was devised to Rosa M. Riddick. (See the will)		
5th:	Bassett Lot. Riddick St.	1800	00
"	Gardner Lot - Kilby St -	1400	00
"	Jordan Lot, Cor Holladay St.	600	00
"	3 Lots. Jones St. on Fair Ground	600	00
"	Costen Lot, on Holladay St.	600	00
	All the above was devised to Lucie C. Riddick. (See the Will)		
	Total value of real estate	$24700	00

The following is a list of the evidences of debts due to the deceased and the respective amounts thereof:
A life Insurance Policy in The North American Insurance Company, New York for the sum of $5000.00 now in process of collection and supposed to be good.

5 Shares of Farmers Bank Stock	paid in full	500
10 Do Do	Do. paid in part	1000.

Bonds.

Name	Date	Amount	Credit	Date of credit	and value
R. S. Bailey's Bond	25. Jan. 1867	$111.38			Insolvent
John Beron of a "		75.00	37.50	1 Nov. 1865	"
Thos. A. Bemerel "	12 Dec 1870	50			"
Wm. H. Bassett "		175.00	83.00		Doubtful
Jos. T. Councill "	4th Apl. 1872	10.00			Insolvent
H. R. Culley & others "		500.00	50	1 Jan. 1874	Good
Do "		500.	75	9 Mar. 1875	"
A. C. Crump "	7 Dec 1870	20			Insolvent
H. S. Darden "		25	20	5 Nov. 1870	Good
Walter H. Eley "	27th Nov. 1874	337.29			Insolvent
J. N. Harrell "	22 Mar. 1861	125.	75.	6 Jan 1862	"
Do. "		125			"
James Harrell "	25th July 1867	15.			Doubtful
Robert Gray "	1 Jan 1868	60	30		Insolvent
Spencer Hawkins "	16 Nov. 1874	100	15	4 May	"
Chas. James Hale "	6 June 1875	81.25			Good
Do. "		81.25			"
Ro. H. Hart "	5 Mar 1872	110.			Insolvent

Name	Date	Amount	Credit	Date of Credit & value
Theodore H. King Bond		$250.		Good
Do "		250		"
Merit Johnson "	14 Nov. 1872	15		Insolvent
R. A. King "	5 Dec. 1874	10		"
Jas R. Knight "	21 Jan 1875	5250.00	Several	Doubtful
Riddick Lassiter "	10 Mar. 1871	125	$50	14 July 1871 "
Do "		125	30.24	10 Dec 1873 "
C. W. Lassiter "	12 Nov. 1874	150	62.47	17 Mar 1874 Good
Alex Moore "	18 Nov. 1874	70.25		Insolvent
Nathl. G. Norfleet "	17 Apl. 1871	100	100	19 Nov. 1874 "
Revell, J. W. et al "	12 June 1875	937.50		Good
Simon Jno. W. "	6 Jan 1873	94	50 2 months board for John	1 Jan 1874. Insolvent
Jas E. Riddick "	17 Feb. 1871	50		Good
Abram Raby "	20 Dec. 1873	10		Insolvent
Dick Sawyer "	14 Jan 1861	20		"
Ro. E. Riddick "	29 Nov. 1871	10		"
Ro. R. Smith "	6 Feb. 1875	63.24		Good
H. E. Smith "	Dec 10. 1874	260		"
Philip Rogers (R.M.D) "	20 Dec 1860	37.96		"
Thompson Rev. Jordan "	1 Jan 1874	160		"
Do "	Do	160		"
Edwin T. White "	13 Sept. 1872	75		"
A. J. Wilson	10 Feb. 1864	50		Insolvent
R. O. Whitehead	1 Oct. 1868	76.60		"
Exum White		47.65		Good
Sarah M. Williams	15 Apl. 1875	400		"
Solomon R. White	19 Feb. 1872	50		Insolvent

Jas. C. Causey Bond	1 Jan 1872	$2037.33	$413.53	1 Jan 1873
Chas. H. Causey "		4629.33⅓	938.08	9 Octo: 1872
			130.	14 Mar. 1873.

These two last are secured by lien on real estate

The Executors have in hand a number of accounts for small sums, which, being insolvent or of little value, they have not enumerated or reported herewith

State of Virginia,
Nansemond County, to wit:

The undersigned, John R. Kelly, John F. Pinner and Marmaduke Jones, do certify that in accordance with the annexed order, they have taken and made the foregoing inventory and appraisement of the personal and real estate of Willis S. Riddick deceased to the best of their ability.

Given under our hands the 21st: day of January 1876.

John R. Kelly
John F. Pinner } Appraisers.
Marmaduke Jones

J. R. Copeland
Thos. W. Smith } Executors.

State of Virginia,
Nansemond County, to wit:

I, Wilbur J. Kelly Commissioner of Accounts in and for said County in said State of Virginia, having inspected the foregoing Inventory and Appraisement of the Estate of Willis S. Riddick deceased do certify that the same is in proper form. Given under my hand this 16th: day of February 1876

Wilbur J. Kelly
Commissioner of Accounts.

In the Clerks Office of Nansemond County Court the 10th: day of February 1876.
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

Willis S. Riddick's, Xnid
Invy: & Appraismt:
In hands of Copeland & Smith
Exors:

(A Copy)

Exhibit A.

Dr. The Estate of Willis S. Riddick, deceased.

1875. In Account with John R. Copeland and Thomas W. Smith Executors, Cr.

				Dr.		Cr.	
Dec.	18		The Executors qualified				
			By cash had by the deceased at Bank			$209	82
		To	paid Peter B. Prentis, Clerk. State Tax on qualification of Executors. per rect.	$40	00		
	24	"	" Willis S. Riddick Jr. Cash. "	5	00		
	25	"	" Thos. Copeland for digging grave "	7	00		
	29	"	By rent of Jos. H. Gardner from 1 Jan. to 1 June 1876			50	00
	30	To	paid Solomon Prentis for whitewashing per rect.	4	90		
1876 Jan	3	"	" Henry Smith per act. & rect.	9	50		
	4		By rent of Wm. R. Brothers			50	00
	5		" do do			50	00
	8		" do. do.			40	00
			" do. of J. C. Godwin to Jany. 1876			60	00
			" four cords of wood of Same			14	00
		To	paid Tom Baker for labor per rect.	7	14		
		"	" Willis S. Riddick Jr "	35	00		
		"	" J. C. Godwin per act & rect.	9	20		
	20		By rent of Geo. T. Parker to January. 1876.			45	00
	25	"	paid Washington & Lee University per draft.	25	00		
		"	" E. T. Jordan per acct & rect.		50		
	26	"	" J. R. Copeland Cashier, Interest on note per rect.	8	10		
		"	" Same Curtail of note "	60	00		
Feb.	10	"	" Whitnel Jones for work &c. "	8	00		
			By rent of E. T. Jordan to Jany. 1876			21	15
	12		" do of E. W. Blanks			8	33
		To	paid Tom Baker for hauling rails per rect.	1	17		
		"	" Lizzie A. Tatem for work "	4	50		
	14		By principal and interest Sarah M. Williams note			419	80
	15	To	paid R. C. Wells per act. & rect.	13	75		
		"	" W. L. Daughtrey & Co " "	2	50		
	22	"	" M. Jones " "	35	99		
		"	" Same	119	73		
		"	" Dr. Philip B. Baker " "	95	50		
		"	" Wright & Reade Attorneys "	6	00		
			By rent of Dr. P. B. Baker for 1875			120	00
			Carried on	$		$	

Month	Day		Item	$	$
			Brought on		
		By	rent of M. Jones for 1875.		30 00
	25	To	paid Richard Lynes Jr. for lumber per rect.	19 38	
	26	"	" Dr. John T. Kelly med acct. "	15 00	
	28	"	" Dr. L. C. Holland " "	10 00	
		"	" Joseph King for tuition of children "	31 75	
March	1	"	" C. Jones for overcoat for W. S. Riddick Jr.	15 00	
		"	" Thos. W. Smith. Store acct. per rect.	173 70	
	6	By	rent in part of Wm. L. Barrett		40 00
		"	do do of R. H. Coston for 1875		31 75
		"	Cash of Exum White in part of notes		19 90
		To	paid Exum White for labor per rect.	19 90	
		"	" B. F. Outlaw & Co. Store acct. "	49 63	
	8	"	" C. W. Wright for board of children	91 50	
		"	" Same do do "	143 33	
		"	" Jno. M. Shepherd expressage "	25	
	9	"	" Clarissa Darden per act & rect	2 00	
		"	" Sam Baker for labor "	6 57	
		"	" Alex. H. Ashburn for lumber "	57 00	
	10	"	" R. H. Coston for labor "	31 75	
	16	By	cash of A. H. Ashburn		39 00
	20	"	" in full of C. J. Hale's two Bonds		98 49
		To	paid C. J. Hale. per rect.	6 00	
		"	" Wm. D. Cabell tuition for W. S. Riddick Jr. per rect.	100 00	
		"	" Willis S. Riddick Jr. Cash per rect.	10 00	
	21	"	" M. J. Obery for work "	6 00	
		"	" David Henderson for lumber "	11 68	
	23	"	" Brown & Hixe per act. & rect.	90	
		"	" Boothe & Baker, Store acct. "	2 87	
		"	" Same do. "	10 53	
		"	" Peter B. Prentis Clerk's fees "	28 51	
	24	By	rent of Mr. Shackleford in part		7 82
	27	"	Cash of H. R. Culley in part of Bond		300 00
		To	paid Lotzia & Heath store acct per rect	31 50	
		"	" Wm. P. Moore & Co. for selling land "	60 00	
			Carried on		

Month	Day		Item	$	$
			Brought on		
	29	To	paid Norfleet Brothers Store acct.	46 95	
	30	By	rent of J. H. Gardner to 1 apl.		50 00
	31	"	Cash of Wm. P. Moore & Co		60 00
		"	Interest on debt due by Mrs. E. L. Wassam for the young place purchased by her		90 00
April	1	To	paid W. B. Wellons for advertising. per rect.	12 52	
		"	" Maggie Wright "	10 00	
	3	"	" Wallace Kelly. Store acct. "	15 75	
	4	"	" T. W. Hannaford & Son " "	24 25	
		"	" Willis S. Riddick Jr. " "	25 00	
	7	"	" John Sparkman " "	7 15	
		By	rent of John Sparkman		5 00
	12	To	paid Louisa Foreman for washing "	1 50	
	14	"	" Wm. Cherry for lumber per rect.	2 97	
		"	" John M. Shepherd expressage "	25	
		"	" Solomon Hodges per act. & rect.	31	
		"	" J. W. Fuller freight per rect.	70	
	15	"	" Willis S. Riddick Jr. "	11 00	
	20	By	Cash in full of Life Insurance Policy		5000 00
		To	paid principal and interest of note at Bank per rect.	4053 33	
	21	"	" Jno. C. Helms per act & rect	10 75	
	29	"	" A. S. Eley Store acct. "	20 85	
May	1	"	" Catherine Jones Acct of work "	12 77	
		"	" Hall & Holt. undertakers "	176 00	
		By	rent of Catherine Jones, balance for 1875		50 00
	2	To	paid Stewart & Riddick for hay per rect	3 94	
		"	" Jos. P. Webb. store acct. "	37 33	
	3	"	" Clark Chatfield for survey "	12 50	
	6	"	" Saunders & Elam per acct & rect	21 00	
	9	"	" John R. Kelly " "	142 33	
	17	By	rent of Dr. F. W. Tatem in part for 1876		35 00
	19	To	paid John R. Kelly, Attorney, per rect.	20 00	
	27	By	rent of R. H. Coston		16 00
	29	To	paid Lizzie Babb for work per rect.	8 00	
			Carried on		

			Brought on	$	$
		To	paid Wm. D. Cabell, tuition for W. S. Riddick Jr. "	100 00	
	"	"	Willis S. Riddick Jr. Cash "	10 00	
June	1	" "	J. R. Baker, Collector "	5 00	
	9	By	rent of E. W. Blanks in part for 1875.		32 70
	10	To	paid Mrs. A. P. Tatem for work per rect	5 80	
	"	"	Geo. Bartlett per act & rect.	2 75	
	21	" "	Maggie Wright "	10 00	
	"	"	Check Planters Bank W. S. Riddick Jr	40 00	
	30	" "	E. Gardner per act. & rect.	51	
	"	"	Same for repairs on house	4 55	
		By	rent of E. Gardner to 1 July		50 00
July	1	"	do. of L. Riddick		13 50
		"	do. of E. T. Jordan, Apl. 22		16 67
		"	do. of Redmond Parker May 5		16 00
	4	To	paid Lizzie A. Tatem for work per rect	2 75	
	12	"	" Interest on Farmers' Bank stock "	6 30	
	19	By	dividend on Bank stock to 1 Jan. 1876		90 00
		"	rent of E. W. Blanks, balance for 1875		20 00
	20	To	Cash paid John, Lucy & Rosa Riddick	2 00	
		"	paid curtail of Bank stock note	60 00	
		By	dividend on Bank stock to 1 July 1876		90 00
	22	To	paid J. J. McIntyre, for tuition per rect.	15 00	
		"	" Wm. D. Cabell for school books &c furnished Willis S. Riddick Jr. per rect.	13 19	
		"	" Interest on Farmers' Bank stock	8 10	
		By	cash of do. do.		8 10
		To	paid Peter B. Prentis. Clerk per rect	3 50	
	24	"	" Willis S. Riddick Jr. Cash "	3 00	
		"	" Taxes on land for 1875 "	7 73	
Aug.	15	"	" Susan A. Holloway for work "	50	
	16	By	proceeds of Account of sales recorded		333 95
	26	To	paid Willis S. Riddick Jr Cash per rect	2 75	
	29	"	" Geo. T. Parker, Auctioneer "	3 00	
		By	rent of Catherine Jones 3 m. 1876		37 50
			Carried on	$	$

				Dr.	Cr.
			Brought on	$ " " "	$ " " " "
Sept.	1	To	paid Jno R. Copeland Cashier of Farmers Bank, amount and costs of a judgment obtained by said Bank against the deceased per rect.	166 21	
		To	paid Thos. W. Smith, Store Acct per rct.	289 67	
	2	"	" Boothe & Baker do "	45 19	
		"	" C. W. Wright for board of children "	261 50	
	5	"	" Willis S. Riddick Jr Cash "	50	
		"	" Darden & Eley. Store Acct. "	25	
		"	" Same do "	4 60	
	7	"	" M. Jones do "	5 09	
	9	"	" Mrs J. C. Godwin for work "	11 81	
		"	" Polly Ward "	4 50	
		By	rent of J. C. Godwin to 1 July 1876		50 00
		"	do of Wm R. Brothers for 1876		40 00
		"	do. of Geo. T. Parker " "		27 00
	12	To	paid W. B. Wellons per act & rect	70	
	25	"	" C. W. Wright for Rosa & Lucy Riddick "	75	
	26	"	" B. F. Cutchin & Co. Store Acct. "	33 27	
Oct.	1	By	rent of J. H. Gardner for 1876		50 00
	2	To	paid E. Gardner for work per rect	2 40	
	15	"	" A. S. Eley store act. "	1 50	
Nov.	11	By	principal & Interest of Theo. H. Kings note		265 00
	22	"	rent of J. W. Clarke for 1875		30 00
		"	do of Same for 1876		40 00
		To	paid Willis S. Riddick Jr. Cash per rect	3 00	
	25	"	" Taxes for year 1876 (State) "	185 56	
	27	"	" Mrs L. A. Holloway for work "	2 25	
	28	"	" Taxes for the year 1876. (Town)	59 43	
Dec.	1	"	" Cully & Harrell for Labor &c	165 71	
		By	Cash of Cully & Harrell on note		85 62
		"	amount of D. C. Harrells acct.		10 00
		"	rent of Dr. F. W. Tatem in part for 1876		37 00
	26	To	paid F. H. Rawls Sergeant, in full of judgment and costs thereof obtained by Farmers Bank against C. L. Gardner insolvent for whom Willis S. Riddick was security, per act	54 90	
			Carried on	$ " " "	$ " " " "

			$	$
		Brought on —		
	27	To paid Willie S. Riddick cash "	5 00	
	29	By rent of Geo. T. Parker in full to Jan 1877		81 00
1877 Jan	1	To paid E. Gardner for work - per rect.	2 60	
	"	" J. C. Godwin do. "	7 09	
		By rent of E. Gardner to 1. Jan. 1877		50 00
		" Cash of Jordan Thompson in part of notes		346 26
	2	To paid same in full of Act. per rect.	18 85	
	3	" " H. R. Cully for work "	2 60	
	7	" " J. W. Fuller for telegrams	60	
	8	By Interest on J. B. Riddick's note		5 69
	9	To paid Wm. R. Ellis store Acct. per rect.	9 91	
	"	" Same do "	7 55	
	11	By rent of Calvin Bulloun 1876		147 50
	16	" do of Peter Farley to 1 Jan.		50 00
		" do of J. C. Godwin do		50 00
		" do of F. Williams		8 00
		" do. of Richard Williams		3 00
		" do. of B. F. Ashburn		16 66
		" do. of John Wilkins		10 80
		" do. of E. A. Blanks		9 60
		" do. of London Riddick		4 00
		To paid P. F. Farley for work per rect.	1 17	
		" " Same do "	6 20	
		" " Frank Williams do "	1 20	
	19	" " Jos. P. Webb, store acct.	6 21	
	21	" " Dr. P. B. Baker med acct.	9 25	
	22	By Balance of debt due by Jordan Thompson		12 15
		" rent of Henry Smith		1 50
	26	" do of Dr. P. B. Baker for 1876		120 00
		" do. of M. Jones "		30 00
	29	To paid M. Jones store acct per rect.	33 74	
Feb.	2	" " Interest on Farmers Bank stock note	4 50	
		By one month rent of J. D. McClenny		6 25
		" Interest on money due by John C. Coulter for Pitch Kettle Farm, bought by him		19 80
		Carried on —		

			$	$
		Brought on —		
	3	By rent of Wm. R. Brothers 1876		68 00
		" Cash of Jno. R. Kelly, Attorney, collected by him		55 00
	5	" dividend on Farmers Bank Stock		90 00
	5	To " paid Capital of Same per rect ~~dividend on Farmers Bank Stock~~	60 00	
	9	" " C. W. Wright part of board for chil. dress	10 00	
		" " Same in full of do. do	192 00	
	17	" " Jno. F. Punner Appraiser "	1 00	
		By rent of B. F. Ashburn		25 00
	26	" do of Henry Smith		1 75
		To paid London Riddick for work per rect.	18 28	
	27	" " Darden & Eley store Acct. "	8 50	
	28	" " C. W. Wright board of children "	75 00	
March	1	" " M. Jones Appraiser, 2 days	2 00	
	"	" Thos. W. Smith store acct.	269 53	
		By Interest on money due by Jno C. Coulter for Pitch Kettle Farm bought by him		19 80
		" Interest on debt due by Mrs. E. L. Wassam for the Young place bought by her.		8 66
		" rent of Tom Batton 1877		6 00
		" do. of Frank Williams 1876		2 00
		" do of London Riddick		20 28
	3	" part of H. E. Smith's Bond, collected by John R. Kelly Attorney		30 00
	5	To paid Mrs J. C. Godwin for work per rect.	1 60	
	15	By Interest on amounts received		665 89
		To Interest on amounts disbursed	592 92	
		" 5 % percent commission on $9512.80	475 64	
		" Commissioner fee retained	15 00	
		" Clerk's fee retained	6 00	
		" Balance due the estate	618 65	
			$10,178 69	$10,178 69
1877 March	15	By Balance due the Estate brought on		$ 618 65

Commissioner's Office
Suffolk, Va. 15th March, 1877

To Nansemond County Court:

Your Commissioner reports to Court that John R. Copeland and Thomas W. Smith, the Executors of the last Will and testament of Willis S. Riddick, deceased, has exhibited before him a statement of all moneys received by the said Executors or with which they had become chargeable or had disbursed during the period embraced in the foregoing account, together with the vouchers in support of the disbursements. That he finds a balance of Six hundred and eighteen dollars and sixty-five cents, to be due by the said Executors to the said Willis S. Riddick's Estate on the 15th day of March 1877, with interest thereon from that day. That the said account is supported by satisfactory vouchers and that the said Executors have given such bond as the law requires, the penalty whereof and the security thereto being sufficient; That the disbursements and expenditures made by said Executors as charged in the foregoing account, have all been made in pursuance of said last will and testament, and as directed thereby, as the same and said account will show. That the said Executors were embraced in the list of Fiduciaries posted up at the front door of the Courthouse of Nansemond County, on the first day of February Court last, and now on this day, (ten days having elapsed since the same was thus posted up), the foregoing account was made up and completed.

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

Wilbur J. Kelly
Commissioner of Accounts

Virginia:

In the County Court of Nansemond County the 14th: day of May, 1877.

This, the foregoing Account, which was filed in the Clerks Office of this Court on the 15th: day of March, 1877, by Wilbur J. Kilby, Commissioner of Accounts, having remained therein one month was this day examined by the Court, no exceptions having been filed thereto and no errors appearing on the face thereof, the Court doth confirm and order the same to be recorded.

Teste,

Peter B. Prentis Clerk

A copy, Teste,

Peter B. Prentis. Clerk

(A copy)
Willis S. Riddick's Estate
1st
Arith. Acct:
John R. Copeland and
Thomas W. Smith. Executor

Exhibit A.

73

Dr. The Estate of Willis S. Riddick, deceased.
In account with John R. Copeland and Thomas W. Smith, Executors. Cr.

				Dr. $		Cr. $	
1877							
March	15	By	Balance due the Estate brought on from last account recorded			618	65
	17	"	part of Chas. H. Causey's Bond			233	79
	20	"	rent of James M. Keitter			25	00
		"	ditto of Dr. F. W. Tatem			10	00
		"	ditto of S. A. Rogers for two months			16	00
		"	ditto of John D. McClenny			4	25
	23	"	ditto of Dr. F. W. Tatem to 1 Mar. 1877			82	00
	24	To	paid R. C. Wells for clothing for children of decd. per rect.	9	26		
	28	"	" Willis S. Riddick cash per rect.	3	00		
	30	"	" M. J. Ellenor for making clothes &c. "	3	00		
		By	Cash of John H. Wright Trustee in part of Bond of Riddick & Nevill			300	00
April	2	"	rent of Jos. H. Gardner			50	00
	3	To	paid C. W. Wright for board per rect.	25	00		
	4	"	" R. R. Smith for posts "	1	50		
	6	By	Interest on John C. Coulter's Bond			42	00
	14	To	paid taxes for 1875 (omitted before) per rect.	23	89		
	24	By	Interest on Mrs. E. L. Wassam's Bond			78	00
	25	To	paid M. Jones in full of Execution, per rect.	753	38		
	30	"	" Willis S. Riddick Jr. "	10	00		
May	1	By	rent of Dr. F. W. Tatem			16	00
		"	ditto of John D. McClenny			8	00
		"	ditto of Tom Bolton			4	50
	2	"	ditto of Dr. F. W. Tatem			11	00
	3	To	paid P. B. Reuter, clerk's fees, per rects	12	17		
	16	"	" Washington Knight for whitewashing per rect.	14	25		
	19	By	Cash of H. R. Culley on account of Bond			325	00
	23	To	paid R. H. Brinkley for palings per rect.	15	24		
June	1	"	" B. F. Cutchin & Co for clothing for children	27	44		
	12	"	" London Riddick for work "	17	90		
		By	rent of John Wilkins			5	00
		"	ditto of Calvin Gardner			7	00
		"	ditto of London Riddick			32	90
	25	To	paid C. W. Wright for children, per rect.	2	00		
			Carried on . .	$ "	"	$ "	"

				$		$	
			Brought on				
June	27	By	rent of John D. McCleny			6	50
	28	"	ditto of Emmanuel White			4	00
	30	"	ditto of B. F. Ashburn			33	33
July	1	To	paid E. Gardner for repairs &c. per rect.	3	00		
	"		" Jas. W. Clarke for ditto "	50	65		
	2	By	rent of James W. Clarke			25	00
	3	"	ditto of J. H. Gardner			50	00
		To	paid Missouri Woodward board per rect.	30	00		
	13	"	" C. W. Wright for Jno. B. Riddick "	1	50		
	19	By	cash of Jno H. Wright on acct. of Perrett farm			150	00
		"	rent of Jas. W. Clarke			10	00
	23	To	paid R. A. Channell for repairs per rect.	14	32		
	28	"	" Jno W. Finch for plastering &c "	5	00		
		By	cash on acct. of Wm. H. Bassett's note			32	23
	30	To	paid tuition for John B. Riddick per rect.	42	00		
Aug	2	"	" J. B. Riddick cash for W. S. Riddick Jr "	20	00		
		By	cash of Jas. C. Causey on acct. of Bond			93	85
	3	To	paid tuition of Rosa Riddick per rect.	30	20		
	4	"	" Jno. H. Wright Admr of Jms Corbin "	4	26		
	6	"	" J. R. Copeland on acct. of Bank stock "	62	70		
		By	dividend on 15 shares Bank stock			90	00
		"	rent of Calvin Kittain			35	00
	17	To	paid Washington Knight for plastering per rect.	2	35		
	"	"	" T. E. Cropper, dentist acct. "	2	00		
	30	By	rent of Archie King			2	00
	"		ditto of Emmanuel White			5	00
	"		ditto of C. F. Norment			27	00
	"		ditto of Wm. R. Brothers			30	00
	"		ditto of John D. McCleny			6	25
	"		ditto of Edmund Hodgson			4	00
	"		ditto of E. W. Blacks			10	40
Sept.	1	To	paid Lee & Sparkman per acct & rect.	1	70		
	"	"	" T. W. Smith store acct. of Jno. B. Riddick, per rect.	23	44		
	"	"	Same store acct. of articles of clothing furnished deceased children	221	21		
			Carried on				

				$		$	
			Brought on				
		To	paid Board of John B. Riddick per rect.	75	00		
		"	" Board of Lucy & Rosa Riddick "	95	00		
	5	"	" Brothe & Baker, store acct. "	125	90		
	"	"	" Same store acct. for Jno B. Riddick "	15	91		
	9	By	Balance of Edwin T. Whitee Bond			45	90
	12	To	paid J. B. Riddick cash for W. S. Riddick Jr per rect.	24	10		
	13	"	" Wm. R. Ellis store acct. "	9	20		
	16	"	" J. C. Nelms for timber "	3	89		
	19	"	" B. F. Cutchin & Co. store acct. "	6	35		
	24	By	rent of Thos. E. Cropper			10	00
		"	ditto of Archie King			2	00
		"	ditto of Emmanuel White			2	80
		"	ditto of Calvin Kittain			8	34
		"	ditto of Calvin Gardner			10	00
	29	"	cash of Jas. C. Causey on acct. of Bond			50	00
Oct.	2	"	rent of Jos Gardner			50	00
		To	paid Eustace Gardner per acct & rect.		50		
	11	"	" M. Jones & Co. store acct. per rect.	50	79		
	"	"	" Same ditto "	2	04		
	13	"	" A. S. Eley, store acct. for W. S. Riddick Jr "		37		
	"	"	" Same do. for Rosa Riddick "	4	80		
	"	"	" Same do for Jno B. Riddick "		90		
	"	"	" Same do. for Lucy Riddick "	4	35		
	16	"	" Dunbar & Whitley for printing "	1	50		
	17	"	" M. Jones & Co. store acct for Jno. B. Riddick "	10	50		
	20	By	rent of C. L. Gardner			5	00
Nov.	17	"	principal and interest of Theo. H. King's Bond			280	00
		To	paid Jas B. Norfleet, store acct. per rect.	8	00		
		"	" Town of Suffolk taxes for 1877 "	84	75		
		"	" State taxes for 1877	171	63		
	19	"	" J. B. Riddick, cash for W. S. Riddick Jr "	20	00		
	26	"	" Jerusha Norfleet per acct & rect.	3	00		
	30	"	" Mrs Permelia Folk " "	3	15		
Dec.	5	By	rent of Thos. E. Cropper for 3 months			30	00
			Carried on				

				$	cts	$	cts
			Brought on	$,,	,,	$,,	,,
		By	ditto of Mrs. Jno. D. McCleny			6	25
		,,	ditto of John Wilkins			4	00
		,,	do. Emanuel White			7	00
		,,	ditto of B. F. Ashburn			25	00
	6	,,	part of Jas. C. Causey's Bond			72	52
	18	,,	rent of C. L. Gardner			5	00
		To	paid Mrs. E. S. Godwin, acct for children per rect	4	26		
	24	,,	,, Jno. B. Riddick's Guardian, cash ,,	1	00		
	31	,,	,, Calvin Brittain for W. S. Riddick Jr ,,	6	63		
		By	rent of Geo. T. Parker			100	00
		,,	ditto of Peter F. Farley			52	14
1878 Jan	2	,,	ditto of Jos. H. Gardner			10	00
		,,	ditto of Calvin Brittain			6	63
	3	,,	ditto of M. Jones			30	00
	5	,,	ditto of Josephus H. Gardner			40	00
	7	To	paid J. B. Riddick Cash for W. S. Riddick Jr per rect.	20	00		
	8	By	rent of Julius C. Godwin			31	00
		,,	ditto of Jas. W. Clarke			15	00
		,,	ditto of Edmund Hudgens			2	25
		,,	ditto of John D. McCleny			37	50
		,,	ditto of Wm. R. Brothers			30	00
		,,	ditto of E. W. Blanks			6	25
		,,	ditto of Willie Ford			2	00
		,,	ditto of Thos. E. Cropper			10	00
		,,	ditto of Emanuel White			4	00
	11	To	paid Mrs. E. S. Godwin acct. for children per rect.	1	00		
		By	rent of Julius C. Godwin			70	00
	17	,,	,, ,, C. L. Gardner per F. H. Rawls			10	47
	18	,,	,, ,, Jas. W. Clarke			10	00
	23	,,	,, ,, Jno. D. McCleny			2	50
		,,	,, ,, Jas. W. Clarke			15	00
	29	To	paid E. B. Britt per act. & rect	18	20		
		,,	,, M. Jones & Co. Acct. for repairs &c ,,	24	20		
	30	,,	,, ~~Jno. B. Riddick~~ Jos. P. (webb school) books for Jno B. Riddick	3	83		
			Carried on	$,,	,,	$,,	,,

			Brought on	$ "	"	" $ "	"
Feb.	6	To	paid Farmers' Bank balance of stock note	30	00		
	"	"	Same interest on same per rect.		90		
		By	dividend on Bank stock			90	00
	7	"	part of Jas. C. Causey's Bond			102	10
	9	"	rent of Dr. F. W. Tatem balance			9	41
	12	"	rent of Mrs. S. A. Rogers for 1878			7	00
		"	ditto of same for 1877			66	19
	16	"	ditto of Ben Banks 1878			2	00
		"	ditto of E. W. Blanks			6	25
		"	ditto of Rufus Goode			4	00
		"	ditto of Julius C. Godwin			21	00
		"	ditto of Tom Williams			2	80
		"	ditto of Emanuel White			4	00
		"	ditto of Peter F. Farley			12	50
		"	ditto of B. F. Ashburn			25	00
		"	ditto of Maria Hodges			4	00
		"	ditto of Calvin Kittam			10	57
		"	ditto of Geo. T. Parker			8	33
		"	ditto of John Wilkins			3	00
		"	ditto of Wm. R. Brothers			20	00
		To	paid Wm. Cherry Receiver of Singleton & Co per rect.	13	32		
	18	By	rent of Richd. Lynes Jr			10	00
	22	"	ditto of Carr. Neil & Brodie			7	16
	25	"	ditto of E. W. Blanks			34	10
Mar	2	To	paid John B. Riddick's tuition to pro H. Wright per rect.	42	00		
	4	"	" E. L. Folk for making clothes "	1	85		
	"	"	Thos. W. Smith children's store rect. "	190	08		
	"	"	Same ditto "	47	41		
	"	"	C. W. Wright Board of children "	120	00		
	"	"	M. Jones & Co store account "	7	61		
	"	"	J. B. Riddick board of children per rect.	75	00		
	"	"	Same for Willis S. Riddick Jr. "	20	00		
		By	rent of Peter F. Farley			11	92
		"	Interest on proceeds of sale of "Pitch Kettle" farm			24	80
			carried on	$ "	"	" $ "	"

			$		$	
		Brought on	"	"	"	"
	By	ditto on proceeds of sale of "Young place"			38	80
12	To	paid Boothe & Baker Store acct pr rect	56	50		
"	"	" B. F. Cutchin & Co. ditto "	2	34		
13	"	" Wm R. Ellis ditto "	4	53		
14	"	" Mrs G. P. Cotte ditto "	8	12		
15	"	" Joseph P. Webb ditto "	1	32		
"	"	" Thos W. Hannaford & Son " "	5	40		
"	"	" Dr. P. B. Baker medical acct. "	1	00		
	By	rent of Thos E. Cropper			16	00
	"	ditto of Rufus Goode			4	00
	"	ditto of Maria Hodges			2	00
	"	ditto of Henning S. Darden			6	25
	"	ditto of Dr. P. B. Baker			25	00
	"	cash of John H. Wright on acct of Nevill & Purdie note			34	00
	"	Cash on acct of Noah Wards Bond			20	00
	"	Interest for one year on $618,65			37	11
	To	5 per cent commission on $3634.66	211	73		
	"	Commissioners fee retained	15	00		
	"	Clerks fee retained	6	00		
	"	Balance due the Estate	1197	00		
			$4290	42	$4290	42
1878 Mar. 15	By	Balance due the Estate brought on			$1197	00

Commissioners Office,
Suffolk Va. 18th: April. 1878.

To Nansemond County Court;

Your Commissioner reports to Court that John R. Copeland and Thomas W. Smith the Executors of the last will and Testament of Willis S. Riddick, deceased has exhibited before him a statement of all moneys received by the said Executors or with which they had become chargeable or had disbursed, during the period embraced in the foregoing account, together with the vouchers in support of the disbursements. That he finds a balance of One thousand one hundred and ninety-seven dollars to be due by the said Executors to the said Willis S. Riddick Estate, on the 15th: day of March 1878, with interest thereon from that day. That the said account is supported by satisfactory vouchers, and that the said Executors have given such bond as the law requires, the penalty whereof and the security thereto being sufficient. That the expenditures made by said Executors, as charged in the foregoing account, have all been made in pursuance of authority given by said will and testament, as the same and said account will shew.

That the said Executors were embraced in the list of Fiduciaries posted up at the front door of the Courthouse of Nansemond County, on the first day of March Court last, and now on this day, (ten days having elapsed since the same was thus posted up) the foregoing account was made up and completed.

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

Wilbur J. Kilby
Commissioner of Accounts

Virginia:

In the County Court of Nansemond County, the 10th: day of June, 1878.

This, the foregoing account, which was filed in the Clerk's Office of this Court on the 24th: day of April, 1878, by Wilbur J. Kilby, Commissioner of Accounts, having remained therein one month, was this day examined by the Court, no exceptions having been filed thereto and no error appearing on the face thereof, the Court doth confirm and order the same to be recorded

Teste,
Peter B. Prentis Clerk

A Copy
Teste,
Peter B. Prentis. Clerk

(A Copy)

Willis S. Riddick's Estate

2nd

With Acct.

Wm R. Copeland and

Thomas W. Smith, Executors

Exhibit C

C

Dr. The Estate of Willis S. Riddick . deceased
In account with John R. Copeland and Thos. W. Smith, Executors. Cr.

1878							
Mar	15	By	Balance due the Estate brought on from last account recorded.			$1197	00
Apl.	15	"	rent of Calvin Britton			10	50
		"	ditto of Tom Williams			4	00
		"	ditto of E. W. Blanks			6	25
		"	ditto of John Penzole			7	00
		"	ditto of Mrs J. C. Godwin			21	00
		"	ditto of Ben Banks			2	00
		"	ditto of Thos. E. Cropper			9	00
		"	ditto of Maria Hodges			4	00
		"	ditto of Jane Webb			1	50
		"	ditto of Rufus Goode			4	00
		"	ditto of Hannah Williams			1	25
		"	Interest of John C. Coulter			2	00
		"	part of Jas. C. Causey's Bond			51	06
		To	paid Mrs J. C. Godwin for work per rect.	1	60		
		"	" Thos. E. Cropper per acct & rect.		50		
	22	"	" Willis S. Riddick Jr. Cash "	2	00		
May	1	By	~~Rent~~ of James M Butler			11	27
	7	"	ditto of Peter F. Farley			11	45
		"	ditto of E. Gardner			25	00
		"	ditto of Dr. R. C. Smith			12	50
		"	ditto of John Wilkins			4	00
		"	ditto of Emanuel White			3	75
		"	ditto of Archie King			3	70
		"	ditto of E. W. Blanks			6	25
		"	ditto of Peter F. Farley			25	00
		"	ditto of Rufus Goode			4	00
		"	ditto of Joseph and Francis Tate			4	50
		"	ditto of Thos. E. Cropper			5	00
		"	ditto of B. F. Ashburn			25	00
		To	paid J. B. Riddick for expenditures for benefit of Willis S. Riddick Jr., per rect.	20	00		
		"	" Thos. W. Smith, store accounts of John B. Rosa and Lucy Riddick, children of deceased per rect.	175	35		
			Carried on	$ "	"	$ "	"

				$	cts	$	cts
			Brought on				
		To	paid P. B. Prentis Clerks fees "	3	60		
		"	" Benjamin Riddick Mayor per rect	1	50		
		"	" F. H. Rowle Sergeant "	5	20		
June	7	By	part of Jas. C. Causey's Bond			50	00
		"	cash of John R. Kilby & Son, collected by them for the estate			83	72
July	2	"	Net amount of Ro. R. Smith's Bond			66	32
Aug	1	"	net amount of C. W. Lassiter's Bond			99	79
	3	"	part of Jas. C. Causey's Bond			107	12
	19	"	rent of E. W. Blanks			6	25
		"	ditto of Maria Hodges			3	00
		"	ditto of J. C. Godwin			21	00
		"	ditto of E. W. Blanks			6	25
		"	ditto of Rufus Goode			8	00
		"	ditto of Wm H. Gray			7	00
		"	dividend on Bank Stock of deceased			75	00
		"	Interest on debt due the estate by Mrs. E. S. Wassum			67	72
		"	Cash of John H. Wright in part of Bond due the Estate by Nevill & Purdy			11	94
	22	To	paid Mrs. W. Smith, Store account of Rosa and Lucy Riddick children of deceased and bills paid per rect.	104	58		
	"	"	Same, Store account of John B Riddick son of deceased per rect	26	69		
	"	"	Maggie E. Wright for board of Rosa, Lucy and John B. Riddick children of deceased. per rect.	108	32		
		By	principal paid in part of $1500 being purchase money due by Mrs. E. L. Wassum for the "Irving place" a tract of land given by deceased in his will to his son Willis S. Riddick. the money to be paid to him, when twenty one years of age, in lieu of the land to wit:			700	00
			Carried on	$		$	

				$	cts	$	cts
			Brought on				
		By	principal paid in part of $1140 being purchase money due by John C. Coulter for the "Pitch Kettle" farm, a tract of land given by deceased in his will to his son, John B. Riddick. The money to be paid to him when twenty-one years of age in lieu of the land to wit			906	67
		"	Interest on $1197 for five months			29	73
		To	5 per cent Commission on $2488.96	124	44		
		"	paid Wilbur J. Kilby, Attorney's and Commissioner's fee per rect.	25	00		
		"	" P. B. Prentis Clerks fee "	5	00		
		"	above sum retained as above specified, for Willis S. Riddick Jr.	700	00		
		"	above sum retained as above specified for John B. Riddick	906	67		
		"	Balance for general use of the Estate	1501	44		
				$3711	89	$3711	89
1878							
Aug.	22	By	Amount retained as above specified for Willis S. Riddick Jr. brought on			$700	00
		"	Amount retained as above specified for John B. Riddick brought on			906	67
		"	Balance for general use of the Estate brought on			1501	44
		To	paid John L. Fulgham, now Administrator (in place of said Executor) of said Estate with the will of said deceased annexed the above balance per rect.	$1501	44		
		"	" Same the above sum for Willis S. Riddick Jr. as specified above. per rect.	700	00		
		"	" Same the above sum for John B. Riddick as specified above. per rect.	906	67		
				$3108	11	$3108	11

Note: The Balance of the rent, to wit, the sum of $112, due by Calvin Brittain for the year 1877, to the estate has been collected by John R. Kelly & Son Attorneys for the Executors and has been accounted for by them in their account with the Executors.

Commissioner's Office
Suffolk, Va., 24th: August 1878.

To Nansemond County Court:

Your Commissioner reports to Court that John R. Copeland and Thos. W. Smith Executors of the last Will and testament of Willis S. Riddick, deceased have exhibited before him a statement of all moneys received by the said Executors or with which they had become chargeable or had disbursed, during the periods embraced in the foregoing account together with the vouchers in support of the disbursements.
That the said Account is supported by satisfactory vouchers, and that the said Executors have given such bond as the law requires the penalty whereof and the security thereto being sufficient: That said Executors as the foregoing account will shew, have paid over to John L. Fulgham, who is now administrator of said estate, (the powers of said Executors having been revoked) all moneys in their hands, on proper accounts and have taken proper receipts therefor from said John L. Fulgham.
That the said Executors were embraced in the list of Fiduciaries posted up at the front door of the Court house of Nansemond County on the first day of August Court last, and now on this day, (ten days having elapsed since the same was thus posted up), the foregoing account was made up and completed.

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

Wilbur J. Kelly
Commissioner of Accounts.

Virginia:

In the County Court of Nansemond County the 14th day of October, 1878.

This, the foregoing account, which was filed in the Clerk's Office of this Court on the 4th day of September 1878, by Wilbur J. Kilby, Commissioner of Accounts, having remained therein one month, was this day examined by the Court, no exceptions having been filed thereto and no errors appearing on the face thereof, the Court doth confirm and order the same to be recorded.

Teste,

Peter B. Prentis Clerk

A Copy

Teste,

Peter B. Prentis. Clerk

(A Copy)

Willis S. Riddick's Estate

With Acct

John R. Copeland and

Thos. W. Smith, Executors

Exhibit D.

40

William Mann,
Stationer,
Philadelphia.

Inventory and Appraisement of all and singular the goods and chattels, rights and credits, which were of Willis S. Riddick deceased, late of the Town of Suffolk, Nansemond County, Virginia, and which came into the hands of John L. Fulgham, Sheriff of Nansemond County and Personal Representative of said deceased, taken and appraised, this, the 25th day of November, 1878.

Money received by said Sheriff of John R. Copeland and Thos W. Smith, late Executors of said deceased	$1501.44
A Bond of H. R. Culley, Martha S., Geo: W. and Wm Bonnewell for dated 15th May, 1871, interest from date at ten per cent. with following credits: $50. 1st Jan: 1874: $71.25 9th March 1875: $200 27th March, 1876: and $325 19th May, 1877	500.00
A Bond of C. H. Causey, for dated 1st Jan: 1872, interest from date, with credits as follows: $939.08 19th Oct. 1872 $150. 14th Mar: 1873: $600 14th Sept. 1875; and $233.79. 17th Mar. 1877.	4629.33 1/3
A Bond of James C. Causey for dated 1st Jan: 1872, interest from date, with credits as follows: $413.53 1st Jan: 1873: $93.85 2nd Aug: 1877: $50 29th Sept: 1877: $72.50 6th Dec: 1877: $102.10 7th Feb. 1878: $51.06 16th March, 1878: and $50. 7th June 1878	2037.33 1/3
A note of John H. Wright for with credits as follows: $11.24 8th Jan: 1878: $7.14 22nd Feb: 1878: $54 18th March, 1878.	277.33
A Claim against Kitty Tate for	195.00
A note of James M. Butler for	81.00
An Account against John R. Kilby for	33.18
Account against Geo: T. Parker for	58.34

(over)

Fifteen (15) Shares of Stock of Farmers Bank of Nansemond @ $100 =	$1500	00
J. C. Godwin's Account for	21	00
Wm H. Gray's acct for	25	67
James W. Clarke's acct for	60	72
E. W. Blanks acct for	6	25
Dr. P. B. Baker's Acct for	214	00
B. F. Ashburn's acct for	25	00
The foregoing claims, in the opinion of the Appraisers, are good and solvent claims.		
The following claims, in the opinion of the Appraisers, are insolvent and worthless:		
R. A. King's Negotiable note for –	$ 10	00
Merritt Johnson's note for –	15	00
James Harrell's Note for –	15	00
Spenser Hawkins' Bond for	100	00
with credits of $10. 4th: May. 1875 – $5. 15th: Sept: 1875 – and $5 15th June 1876		
J. R. Livesay's Note for –	40	00
N. G. Norfleet's bond for –	100	00
with credit of $100. 19th: Nov: 1874		
Abram Raby's note for –	10	00
Geo: W. Riddick's note for	20	00
H. E. Smith's bond for –	260	00
with credits of $132:15 24th: Feb: 1877 and $50. 3d March 1877.		
Solo: R. White's account for –	50	00
James O. Savage's account for –	10	00
Bond of Jas: R. Knight for –	753	38
Robert Garry's Bond for –	60	00
with credit of $30. 8 oct 1867		

William Mann,
Stationer,
Philadelphia.

Bond of J. W. Nevell and E. F. Purdy, for	$937	50
with credits of $130 11th: July 1877: $300 30th: March, 1877: $11.94 8th: Jan: 1878 $7.16 22nd: Feb: 1878 and $54 18th: March 1878		
Alex: Moore's Bond for	70	25
Bond of Jane E and J. D. Penet for	981	84
Bond of same for	781	84
Thos. S. Bernard's Note for	50	00
H. S. Darden's bond for	25	00
Two shares of Suffolk Collegiate Institute Stock @ $100 =	200	00
R. H. Costen's order on Thos. H. Hines, accepted for	15	00
R. O. Whitehead's Bond for	74	60
Ro: S. Bailey's Note for	300	00
with credits of $100 22nd: Feb: 1866: and $100 25th: March 1866.		
Ro: E. Riddick's bond for	10	00
O. C. Crump's Note for	20	00
Noah Ward's bond for (balance)	24	00
W. Freeman's Account for	5	00
Bond of John Boon (of A) for	75	00
with credits of $30. 1st: Nov: 1865. $7. 5th: Jan: 1866.		
Bond of Henry Pope (or Ash) and Luke Ash for	35	00
Account of Wm: Scott and Jacob Catchen for	10	00
Account of Edward and Catharine Outland for	30	50
John Christian's Account for	9	00
Jos: R. Mansfield's account for	7	75
Hugh K. Darden's Account for	4	00
Thos. E. Cropper's Account for	50	00
Joseph G. Council's ~~Account~~ Bond for	10	00
A. M. Channell's order on John B. Channell for	50	00
E. B. Hanell's order for	4	00
Henry Hare's Account for	4	00

Wm: H. Johnson's account for (amount not Known)	$	
Geo: W. Holland's account for	26	00
Wm: Carr's account for	21	00
Henry Drew's order on D. C. Harrell for amount unknown		
Jane E. and J. D. Perrot's note for	1000	00
Same's Note for	1063	83
Same's Note for	1000	00
Same's Note for	1000	00
Benj Banks account for	20	00
Wm R. Brothers' Account for	94	67
Calvin Brittain's Account for	63	00
R. H. Coston's Account for	84	00
Thos E. Cropper's Account for	40	00
Peter Farley's Account for	42	50
Eustace Gardner's Account for	49	44
Rufus Goode's Account for	8	00
Calvin Gardner's Account for	25	53
Mariah Hodges' Account for	19	00
Sophia A. Rogers' Account for	42	81
Dr. R. C. Smith's Account for	33	33
Joseph and Francis Tate's Account for	12	30
Tom Williams' Account for	23	87
Jane Webb's Account for	13	50
Frank Williams' Account for		75
Emanuel White's Account for	31	55
John Williams' Account for	4	00
Ro: H. Hart's Bond for	110	00
P. F. Farley's Note for	80	00
Henry Smith's Account for	24	00
Judgment against C. L. Gardner for	50	00
Judgment against Kitty Jones for	50	00
An unsettled claim against Jas: R. Knight: amount not known		

The following assets came into the hands of the Administrator, but only the interest on the same can be used for the benefit of the Estate, the principal representing and being the purchase money for which certain Real Estate devised by the Testator to his Son John B. Riddick, has been sold, the same being payable to him when he arrives at the age of Twenty-one years, to wit:

Money, in cash, part of proceeds of sale of "Pitch Kittle farm", sold by Testator, in his life-time: the money for the same or the place itself being a gift, under the Testator's Will"s aforesaid to said John B. Riddick, to wit: . . .	$906	67
J. C. Coulter's Bond for residue of said proceeds of Sale of said "Pitch Kittle farm	233	33
Total	$1140	00

The same being solvent and good assets.

The following assets also came into the hands of the Administrator, but under said Will, he has since paid and delivered the same to Willis S. Riddick, Jr. the same being part and the residue representing the other part of the purchase money for the "Young Place", the place itself or the money therefor being a gift to said Willis S. Riddick, Jr. by said Testator under his will to be surrendered to said Willis S. Riddick, Jr. at the age of Twenty-one years, he having attained that age on the 23rd:

day of November, 1878, to wit:

Money in Cash, part of purchase money for said "Young Place" –	$700 00
Mrs. E. S. Wassum's Obligation for –	100 00
Same's do for –	200 00
Same's do. for –	200 00
Same's do for	300 00
Total	$1500 00

In addition to the foregoing solvent assets of the Estate, the Appraisers estimate, that, on an average, the Administrator will receive, annually, as the income of said Estate, in the shape of Rents for Real Estate, not to exceed. $1000 00

The foregoing is a complete appraisement of all assets which came into the hands of said Administrator, or over which he has had or has now, control.

John F. Primer
M. Jones
Daniel Brothers
Appraisers

John L. Fulghum
Sheriff & Administrator

State of Virginia

Nansemond County, to wit:

I, Wilber J. Kilby, Commissioner of Accounts in and for said County in said State of Virginia, having inspected the foregoing Inventory and Appraisement of the Estate of Willis S. Riddick, deceased, do certify, that the same is in proper form.

Given under my hand, this 25th: day of November, 1878.

Wilber J. Kilby
Commissioner of Accounts.

In the Clerk's Office of Nansemond County Court, the 4th: day of December, 1878.

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

Willis S. Riddick's
Invy: and Apprsmt
(In hands of Jno: L. Fulghum, Shff: &c)

(A Copy)

Exhibit E.

Wright &wife
vs
Riddicks Exors &c

The Answer of John L Fulgham Sheriff of the county of Nansemond & as such Admr d b n with the will annexed of W. S. Riddick filed by leave of the court under the decree herein of Oct Term [illegible] to the Bill of Complaint in said court exhibited by said Claudius Wright &wife against John R Copeland & Thomas W Smith Exors of said W. S. Riddick &als & on their removal as such Exors by the consent of said John L Fulgham at the said Term revived against him as Admr d b n aforesaid;

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

1st That he adopts as a part of his answer in the same manner as if expressly incorporated herein, the former answer herein of said John R Copeland & Thomas W Smith Exors of said W. S. Riddick, & prays that the same may be taken as a part of his answer;

2ndly That by way of shewing the circumstances surrounding the testator at the time of the execution of his will & of his death & of the general condition of the personal assets of his estate, the disposition thereof by said Testator & by his said Exors, & what part of said assets have come to the hands of this defendant as Admr d. b. n. of W. S. Riddick, files herewith official copies of the inventory & appraisment of the personal assets of the testator that came to the hands of said Exors; of the transactions of said Exors on said testators estate, & the inventory & appraisment of the personal assets that came to the hands of this defendant as Admr d b n & the testators will with certificate of probate annexed marked respectively A. B. C. D. E. and F.

Exhibits A. B. C. D E & F

and prays that they may be taken as a part of this answer;

3rdly That it will appear from said inventories & appraisments that of the evidences of debt deposited by the testator in the Farmers Bank as security for his indebtedness to said Bank & existing at the testators death, some were insolvent & others not then available, & are still uncollected, & that the debt due the testator chiefly available for the payment of his indebtedness to said bank was his Life Insurance Policy, out of which said bank debt was paid by his Exors;

4thly That as appears by said exhibit "E" only cash assets to the amount of $1501.44 have come to this defendants hands for the general purposes of the estate; other cash assets having been paid him earmarked as proceeds of sale of specific devises under the testators will & have been to the extent shewn by said exhibit paid over to the devisee Willis S. Riddick Jr. who has attained lawful age, & to whom this defendant has also paid the purchase bonds due on his devise for $800.00 making with the cash payment of $700.00 a total payment of $1500.00.

5th This defendant denies each & every allegation of said bill charging that the children of the testator or either of them took a vested interest under said policy of insurance & that the said insurance money was no part of the testators estate; but this defendant is informed & so charges that even if such allegations were true, yet as the testator as this respondent alleges has by his said will disposed of this debt under said Policy of Insurance as a part of his estate, the plaintiffs & other distributees & legatees can not claim both under and against the said will but will be put to their election.

5th This defendant denies the allegation of said bill, that the testators family at the time of the application for said policy & at the time of his death consisted only of the children named in said bill, but this defendant alleges that on the date of said application, the testator's wife was living & that she pre-deceased him.

And having answered this defendant prays hence to be dismissed, with his costs in this behalf most unreasonably expended & he will ever pray &c.

John L Fulgham Shrff &
administrator of W S Riddick

Subscribed and sworn to, by said John L Fulgham Admr. &c of Willis S. Riddick deceased before me. Notary Public

Wilbur J. Kilby
Notary Public in and
for Nansemond County, Va.

Wright &c.
vs } Answer
Riddick's Admr &c

Cop'd

1878 Nov. 26th: Filed. Clk:

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.

1st Cully Lot & Stables on Franklin St (valued) . .	$2500:00
" Kinyon 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
	$5000:00

2nd. Willis S. Riddick Jr. Share Real est.

2nd Clarke Cottage. West side Pinner St.	$1200:00
" Julius Godwin Lot on Pinner 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 Leake) . .	1400:00
	$5000:00

No: 3. Jno. B. Riddick's Share Real est.

3rd Dr: Tatem 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. Pinner & E. Washington Sts. . .	800:00
" Lot on Back St. adjoining Jordan Thompson . . .	400:00
" Henry Foreman Lot: on Fair Ground (Norfolk Road)	500:00
" Pitch Kittle Farm of 60 Acres	600:00
	$5000:00

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.	1500:00
"	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: Kilby St.	1400:00
"	Jordan Lot: Cor: Holladay St.	600:00
"	3 Lots: Fynes St. on Fair Ground	600:00
"	Costen Lot: on Holladay St.	600:00
		$5000:00

6th: 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 Jobe 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 Nansemond (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 unforseen disaster by fire or otherwise, (not from their own fault) one should be more unfortunate than others & loose 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 (Seal)

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 months 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 perfectly 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 acct 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 assetts, I consider about 50:000 $ & my indebtedness, between 8 & 10:000 $.

In case Mrs: Elenor 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 Childrens 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 Nansemond 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. H. 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 ordered to be recorded as the true last will and testament and memorandum of the said Willis S. Riddick, deceased. And on the motion of John R. Copeland 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. Copeland and Thomas W. Smith, for obtaining a probate of the said Will and Memorandum, in due form.

Teste,
Peter B. Prentis. Clerk

A Copy:
Teste
Nansemond County Court Office
September the 16th: 1876
Peter B. Prentis. Clerk

X md

Willis S. Riddick's
Will

(a Copy)

"A"

Jany 1/75.

List of Collatteral, left at Farmers Bank, to secure a debt due said bank.

Viz

15 shares Bank stock.	$1680
J. R. Knights note	5250
J. C. Goodmans note	785
J. C. Caseys note	1965
C. H. Caseys note	4300
Clark Chatfield	1465
Life Policy	5000
	$20.445

The above notes are secured by deeds of trust on real estate shingles &c. &c and are considered by me good.

W. S. Reddick

5893.50
157.28
5736.22

'B'

25 7 8·4

24 9·3·4 7

5 4"9 2

Debts Due me. Augt 30th 1875
and other memo.

H. H. Carry due Jay 1/75 $	1590.27
" " Bal. due yearly.	3039.00
J C. Carry due Jay 1/75.	774.75
" " Bal yearly.	1262.58
	$6666.66
H. R. Cully bond about	550.00
J R. Philhower " "	650.00
Nevill + Purdee " "	1900.00
Mark Riddick " "	75.00
Davis + Atkinson " "	500.00
Mrs Williams " "	425.00
Edwin J White " "	80.00
Jas. E. Riddick " "	35.00
H. E. Smith " "	260.00
R. R. Smith " "	65.00
R. H Hart " "	110.00
Jordan Thompson " "	400.00
Exum White " "	35.00
Spencer Hawkins "	90.00
C. J. Hale "	133.00
Riddick Lassiter "	50.00
C. W. Lassiter "	90.00
J. P. Savage "	35.00
Abram Raby "	10.00
Archd. Drew "	360.00
Mrs Elmer. "	800.00
J. R. Wright note	5250.00
Acct + Int "	1500.00
Life Insurance	5000.00
Bank Stock	1500.00
	$26569.66
Jos Gordman. note	$ ~~750.00~~ $27319.66

A large no. of small debts amounting to 3 or 4000.$ mostly worthless.

Rents Due about 1500 $ 1st Day next. + now.

All I owe is in Bank. except some store accts.

All other information is on my books left in my desk. as to small debts rents &c &c.

I have given Maggie + Claude their portion of real estate + they now have possession. Claude has sold part of it + bot other land of J F Rimer &c, He has the right to sell any of the real est. I have given ~~him~~ him except the lot he lives on that is given to Maggie alone + he has no right in it, + if she dies without heirs it goes back to my other Children then living or their heirs if they have any.

W. S Kiddie

'C'

3 Exhibits

with answer

in

Wright Smith

vs

Riddick, Exr. &c

To the Honorable George Blow, Circuit Court Judge for the County of Nansemond, State of Virginia.

The joint and separate answer of John R. Copeland and Thomas W. Smith Executors of Willis S. Riddick deceased to a Bill in Chancery exhibited in said Court against them and others by Claudius W. Wright and Maggie E. his wife.

These Respondents say that it is true as stated in said Bill that the said Willis S. Riddick died about the 13th. day of December 1875 having first made and executed his last will and testament dated the 26th. July 1875 and duly proved in and ordered to be recorded by the County Court of Nansemond County on the 18th. day of December 1875.

That no copy of said will is filed with said Bill and, therefore, Your Respondents now file a copy thereof herewith as part of this answer and mark it "A".

That it is true the said Willis S. Riddick did on the 14th. day of January 1867 make a written application to the North American Life Insurance Company of New York for a policy of insurance on his life of $5000. and that the said Willis S. Riddick did in response to the question: "Name of the person or persons for whose benefit assurance is desired", say "In behalf of myself for family", and that he signed said application accordingly.

Your Respondents deny that the application and declarations therein contained should form any such part of the Policy or contract between him and said Company, except so far as the same contained answers which amount to covenants or warranties and that the request for an insurance for the benefit of his family is no part of the Policy and is a request which he had a right to change or modify and which by the Policy was changed and accepted by said Riddick.

Your Respondents say that by the Policy issued by said Company to said Riddick on 25th day of January 1867, the said Company agreed, in consideration of the representations made in said application and the annual payment of the premium as therein set forth, to insure and "insured the life of said Willis S. Riddick in the sum of $5000 for the term of his natural life, and the said Company agreed to pay or cause to be paid the said sum to the Legal Representatives of the said Assured" as will be seen by a copy of said Policy of insurance filed with the said Bill.

Your Respondents have received said $5000 of said Company.

Your Respondents say that the words "for family" gave no vested or other right to any member of said Riddick's family, but simply indicated that the fund was thus provided for his family as any other estate he might leave and no more.

That the Policy of Insurance does not provide for its payment to any child or other member of his family but to his legal representatives and his Executors are the only legal Representatives made so by his will.

That the Testator never supposed that the insurance was otherwise than his own to do with and dispose of as he thought proper.

That the Testator's will is dated the 26th. July 1875 and on the 1st. January 1875 (long before his will was made), the said Riddick being indebted to the Farmers Bank of Nansemond in a large sum (over $5000), pledged at the said Bank as "collaterals" to secure his said indebtedness to said Bank, a number of Bonds or notes, some Bank Stock, and his said "Life Policy" of $5000, as will be seen by a memorandum in his own hand writing dated 1 January 1875, and which was left with said Bank with the securities named and among them the Policy of Life Insurance aforesaid (which memorandum is filed herewith and marked "B" and asked to be taken as part of this answer.

That on the 30th. August 1875 several months after the execution of said will and only about four months before his death, said Testator made in his own handwriting a list of various choses in action and among them he enumerates his said Life Insurance of $5000 which "List" is filed herewith as part of this answer and marked "C"

That the Testator treated this Policy of Life

Insurance as his "own" and subject to his disposal before he died and in his will after disposing of his real estate" he disposes of all his Bonds, notes, accounts, stock and all other debts due him". as will be seen by said will. That there could have been no other debts due him, not included in Bonds notes, accounts, stock, except this debt which he knew would be due him at his death, and which he had used as collateral himself.

That it is evident that the Testator by his will intended equality among his children and that he did not intend to leave any thing undisposed of by his will, least of all, so large a claim as $5000. and that he did not intend to leave so large a matter undisposed of so that the plaintiffs could get now and free from the conditions of his will this amount as provided for by the said Policy of Insurance.

That your Respondents deny that the Testator ever spoke of the said Policy of Insurance as a fund, which would belong to his children independent of his will or of the law of descents.

That the phrase "for family" only meant that this Insurance Policy would be for his family as any other estate he might leave and no more.

If the representation had been intended otherwise, it would have named the parties to whom he wanted it to go and this he did not, and considered and dealt with the said Policy as his own estate and subject to his will.

That the said Policy of Insurance did not go into effect till 6th. February 1867 as appears on its face and if when received by him it had been contrary to his wishes, he would not have received it.

That the request that it was for his family shews that it meant no more than above stated, and when asked, (question 1. B.). the Relationship, he answers simply "Family", which shewed conclusively he did not design to make it payable to any one, so as to give them a right independent of his will and that the word "family" did not necessarily include children.

Your Respondents deny that it was any error or oversight, accident or mistake that the Company failed to insert in said Policy that the same was for the benefit of the family of said deceased: but on the contrary the insertion of such words, so indefinite would have given the direction of the fund in no other way and to no others than the law of descents and distribution or the Testator's will.

Your Respondents deny the right of a Court of Equity to remodel said Policy and correct any mistake, as no mistake was made, and they deny the right to give a direction to the fund other than that given by the Testator.

The Testator in an attempt to make plain his wishes and shew his construction of said Policy says: "I have a Book &c: in which will be found a memorandum of <u>indebtedness to me</u> and all notes and business with parties, not yet due, with a statement in each case of facts in connection with unsettled business &c. also I have papers and notes in the hands of Col. Copeland to secure my indebtedness there. My assets I consider about $50.000. and my indebtedness between $8.000 & $10.000.

That this memorandum alluded to is Exhibit "C" filed with this Answer, in which the "Life Policy of $5000 is mentioned, and the Col. Copeland named is Jno. R. Copeland, the cashier of the Farmers Bank of Nansemond and the reference "to secure my indebtedness there" means at said Bank and with which was the said Policy of Insurance, shewing that the word, "family" had no other meaning than that given above in this answer.

That the said will particularly directs as to the Testator's real estate, and that his other estate be kept together in one common fund to educate and support his other children some of whom are small; and that, if the plaintiffs are entitled <u>now</u> to this insurance fund, it will defeat the Testator's plain intention and greatly diminish the fund to raise, support, and maintain the little children, - a condition of things wholly at variance with the acts of the Testator in his lifetime and the purposes of his will.

That your Respondents were entrusted by the Testator with the care of his estate and control of it. for special reasons as shewn by his will and are unwilling for his estate to be diverted from his purposes in behalf of the plaintiffs or any one else.

That the request in said application for Insurance is no part of the Policy. The Policy is the final determination of the parties and the Policy is not founded on any such request as a condition or warranty. It is a request which may be at any time altered by acceptance of the Policy in some other name, if agreed to or accepted by the insured; And Your Respondents say that if the Policy had contained the Words for the benefit of Willis S. Riddick's family, yet it would have given no one of the said family any right to the same or any part thereof other than as provided for by the will of the Testator, or law of descents and distributions.

Your Respondents pray that the prayer of the plaintiffs may not be granted and thus disturb and upset the equitable and just purposes of the Testator's will and deprive the younger children of a fund provided by the will for their general support.

And your Respondents will ever pray &c.

John R. Copeland
Thos W. Smith
Executors of W. S. Riddick, decd

Virginia
Nansemond County } to wit:

I John R Kilby Notary Public do certify that John R. Copeland & M. S. W. Smith Executors of Willis S. Riddick dec'd, whose names are signed to the foregoing answer, personally appeared before me & made oath, that the facts & statements contained in said answer are true to the best of their Knowledge & belief,

Given under my hand this 9th day of Octr. 1876.

John R Kilby
Notary Public

Wright & wife
vs.
Riddick's Exrs; &c
Answer of
Exrs.

1876. Octo: 12th Filed
Clk.

North America
Life
Insurance Company
New York
(Original)

$5000 Sum insured
$206.00 annual premium

Certified this 25th day of
January 1867

Registered No 589
Policy No 8707
age 48

This Policy of Insurance witnesseth that the North America Life Insurance Company in consideration of the representations made to them in the application for this Policy. and of the sum of Two hundred and Six dollars to them in hand paid by Willis S Riddick and of the annual premium of Two hundred and Six dollars to be paid on or before the Twenty fifth day of January (or half or quarter yearly in advance with interest) in every year during the continuance of this Policy or within

thirty days after the several pay-
ments as above shall be due and
payable. do insure the life of
Willis S. Riddick of Suffolk in the
County of Nansemond State of
Virginia in the amount of Five
Thousand dollars for the term
of his natural life and the said
company do hereby promise and
agree to and with the said
assured, well and truly to pay
or cause to be paid the said
sum insured to the Legal Represen-
-tatives of the said assured within
ninety days after due notice and
satisfactory evidence of the death
of the said Willis S Riddick dur-
-ing the continuance of this Policy
and proof of the Just claim
thereto under the same: any Balance
of the year premium (when not all
paid at the commencement of
the year) or any indebtedness to the
company on account of this Policy
being first deducted therefrom and
the said company do further promise
and agree that if after receiv-
ing not less than three annual
premiums this Policy should cease

by the non payment of premiums then upon written application of the assured within five days from the time of such ceasing, a new Policy will be issued for the whole amount of every dollar of annual premiums received by the said company. Provided always and it is hereby declared to be the true in-tent and meaning of this Policy and the same is accepted by the assured upon the express condition that in case the said person whose life is insured as above shall at any time during the continuance of this Policy without the consent of the said company previously obtained in writing visit any part of the Western Hemisphere lying between the Tropics or the Eastern Hemisphere between the 36th parallel north and the tropic of Capricorn then this Policy shall be null void and of no effect and it is also understood and agreed by the assured that in case the said premium shall not be paid on or before the time herein before mentioned for the payment thereof then and in every such case the company shall not be liable for the payment of the sum assured or any part thereof. and this Policy shall cease and determine: and that in every case where this Policy shall cease except as herein before provided or become null void all previous payments made thereon shall be forfeited to the said company.

not binding on the company untill countersigned by J Hardy Hendren of [illegible] and the advance premium paid

In witness whereof the seal of the North American life Insurance company have unto affixed their corporate seal and by their President and secretary signed and delivered this contract at New york this twenty fifth day of January one thousand eight Hundred and sixty seven

{ 50 cents US Int Rev Stamp cancelled }

{ $5 [illegible] }

Secretary } N D Morgan President
J Hardy Hendren Agent
countersigned this sixth of Feb 1867

(Ex Lib 81)

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

Your complainants Claudius W. Wright and Maggie E his wife respectfully shew unto your honor that Willis S. Riddick departed this life on or about the 13th Dec 1875, having first made and published his last will and testament. By his will, which was duly admitted to probat on the 18th Dec 1875 in the County Court of said County, he appointed John R. Copeland and Thomas W. Smith the Executors thereof. The said Jno R Copeland and Thos. W. Smith duly qualified as Executors of said will in said Court on the said 18 Dec. 1875.

The said Willis S. Riddick in his life time, to wit on the 14th day of January 1867, made written application to the North America Life Insurance Company of New York for a policy of Insurance on his life for the benefit of his family in the sum of $5000.00 A copy of said application is herewith filed marked "A" as a part of this bill. It will be seen from said application, that in response to the question therein contained, "name of the person or persons for whose benefit assurance is desired", the said Willis S. Riddick replied: "In behalf of myself for family" — It will also be seen that ~~the~~ he signed the said application as follows: "Willis S. Riddick in behalf of family" and the said Willis S. Riddick by said application agreed that the said application and the declarations therein contained should form a part of the policy or contract between him and the said Company.

On the 25 January 1867 the said Company issued a policy of Insurance on the life of the said Willis S. Riddick for $5000 — upon said application — a copy of which is herewith filed marked "B" as a part of this bill, and the same is referred to to shew the contents thereof — By said policy the said Company agreed, in consideration of the representations made to them in the application for said policy and of the payment of the ~~the~~ premiums therein specified, to pay $5000. the sum insured to the legal representatives of the said amount within ninety days after due notice and satisfactory evidence of the death of the said Willis S. Riddick &c —

The said Executors of Willis S. Riddick received of said Company the said $5000 — the sum insured, on ~~the~~ or about the 12 April 1876 —

Your Complainants allege that the said $5000 is no part of the estate of the said Willis S. Riddick, but that the same belongs to the family of said W. S. Riddick, who were at the time of the making of the aforesaid application and at his death, his five children, to wit your complainants Maggie E, Willis S, John B, Rosa M. and Lucie C. Riddick, all of whom are under the age of twenty one years except your complainant Maggie E. &

Your complainants allege that it was the intention of the said Willis S. Riddick in effecting said insurance that it should be for the benefit of his family — And that he received and held the said policy under the belief that it was an insurance on his life for the benefit of his family and he so repeatedly spoke of it. He gave to the said Insurance Company no other direction than that contained in the aforesaid application, as to the persons for whose benefit the said assurance was to be. That according to the rule and custom of insurance companies, they require the assured to state in the application for insurance for whose benefit the assurance is taken, and are to be guided by the direction therein contained in writing the policy. And the said insurance Company intended in writing out said policy to have followed the direction of the assured as given in said application, and to have stated in said policy that the same was for the benefit of the family of the assured, yet by some oversight, accident and mistake, the said Company failed to insert in said policy that the same was for the benefit of the family of the said assured.

Your complainants are advised that a Court of Equity under such circumstances will remodel said policy and correct said mistake if necessary to give effect to the intention of the parties.

Your complainants claim that the said policy is to be construed and the rights of the parties thereunder are to be determined, as if it had been stated in said policy that the said assurance was for the benefit of the family of the assured.

Your complainants claim that the aforesaid application for policy of insurance is to be taken as a part of the said policy - and that the said policy taken together with said application and the direction to said Company that the assurance was to be for the benefit of the family of the assured, shews that the sum assured was to be paid to the legal representatives of of the said assured for the benefit of the family of the assured -

Your complainants claim to be entitled to one fifth of the proceeds of said policy - for the part due your complainant Maggie E. as a member of the family of the said Willis S. Riddick -

In tender consideration whereof your complainants pray that John R. Copeland and Thomas W. Smith Executors of Willis S. Riddick deceased, Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick may be made parties defendant to this bill and be required to answer the same - that a guardian ad litem may be assigned to the said infant defendants to defend their interest in this suit - that it may be adjudged that the said $5000. paid to the said Executors under said policy, is no part of the estate of their testator Willis S. Riddick - but that the same belongs to the aforesaid children of the said Willis S. Riddick as members of and constituting his family - and that the portion thereof to which the said Maggie E. Wright may be entitled be paid to your complainants, and that all other and further relief be granted them that the nature of their case may require or to Equity shall seem meet to grant &c.

Gordon Hawthorne

Wright & Rawles

Wright et ux
vs } Bull &c
Reddick's Exrs &c

Bull.

Claudius W. Wright &c.
vs. } Chy: Notes
Willis S. Riddick's Exors: & others

1876. Septr: 2nd. Sum.s in Chy: issued to Septr: Rules 1876

" " 4th. Bill &c filed — Conditional Decree vs. adult defts:

" " " Peter B. Prentis appointed gdn: ad litem to infant defendants, who filed their answer to which there was a genl: replication & cause set for hearing as to them.

" Octo: 2nd. Conditional Decree confirmed & cause set for hearing

" " 12th. Leave given the Exors: to file their ans: which was accordingly done

1877. April 14th: Continued

" Octo: 4th: Deps: filed

" " 15th: Continued

1878 Apl: 12th ~~15th~~: ~~Continued~~ order by consent for cause to be heard in vacation

" Octo: 14th: Order made, directing cause to be proceeded in, hereafter in name of J. L. Fulgham, admr: &c. & to be heard in vacation by consent

" Nov: 26th: ans: of J. L. Fulgham, admr: &c. filed, with replication

1879. Apl 12th Continued — Octo: 16th Continued

1880. Apl: 14th: Continued

" Octo 12th: Contd

1881. Apl: do

" Oct. "

1882. Apl 11th: decree dismissing bill & the cause with costs.

Chancery Notes

The depositions of E B Britt and others, taken this 7th day of April 1877, between the hours of 10 O'clock A.M. and 6 O'clock P.M. by consent of parties, before me, Jno H. Wright a Notary Public for the County of Nansemond, in the State of Virginia, to be read in evidence in a suit in Chancery depending in the Circuit Court of Nansemond County, wherein Claud W. Wright and Maggie E Wright his wife are Plaintiffs, and Jno R. Copeland and Thos W. Smith, Exrs of Willis S. Riddick, decd, are Defendants.

in behalf of Plaintiffs

E B Britt, having been first duly sworn deposeth and saith:

1st Question by Plaintiff's Attorney = State your age and residence.
Ans I am 46 years old and reside in Suffolk Va.

2d Did you know Willis S. Riddick &c:
Ans Yes, Sir.
3d Did you have business associations with him?
Ans I did.
4th Was he in the habit of consulting you about his own business.
Ans He consulted with me very often about his own matters, while we were engaged in business together.
5th Have you any knowledge of his insuring his life in "North America Mutual Life Insurance Co." New York,

If so, state what you know in relation thereto.

Ans. I insured in the same Company, and told Mr Riddick about my Insurance, and rather insisted, on two or three occasions, that he should insure his life in the same Company. Fearing his health (that he could not pass) it was about two months before he consented to make the application. He then made application for a Policy of $5000.^00^ on the "Ordinary Life" Plan, payable at Death. I think the original application was filled up by myself, and he insured for the benefit of his family, as I understood, for his wife and Children.

(This answer Excepted to, by Defendant's Counsel, because it is hearsay & pretends to vary a written paper & to give in the declarations of the deceased)

6th Please examine the Exhibit filed with the Plaintiff's bill, which purports to be a copy of the application of Willis S. Riddick for a Policy of Insurance in the said Insurance Co., and say whether it is a copy of the application to which you have referred

Ans. To the best of my knowledge it is.

(Excepted to, by defendant's Counsel, as far as the witness undertakes to verify a paper by secondary proof -)

7th Did you witness the original application, as attesting witness?

Ans I did.

(Excepted to for same reason as last above.)

8th Does the date of this copy correspond with the date of the original application?

(Excepted to, for same reason as above)

Ans I cannot say positively as to exact dates, but know the original was taken out about the first of the year 1867.

9th Did you understand that the application for Insurance was intended to be for the wife & children of Willis L. Riddick by any thing said or done by him at the time of making out the said application?

(Excepted to, for, as seeking to construe the legal effect of a written paper, by verbal statements of the party)

Ans I think he so stated while the application was being made out.

(Excepted to for same reason as the question.)

10th Do you know what became of the application after it was made out? If so state it.

Ans It was handed to Mr Cowper (Henry D) the agent of the Company -

11th Had you any further connection with the application or Policy of Insurance of Mr Riddick thereafter? If so what.

Ans I paid the premiums on one or two occasions and charged him with it, and collected in New York and paid to Mr Riddick some dividends due him by the Company.

12th Did you ever hear Mr Riddick, after his Policy was issued to him, say any thing which tended to indicate for whose benefit he considered the Policy to be?

(Excepted to, because the question seeks to explain and construe a written paper, and because we deny the right of Plaintiffs to prove the declarations of the deceased.)

Ans I do not recollect any special conversation on the subject since the Policy issued.

13th Did you hear him say any thing between the time of the delivery of the application to Mr Cooper & the issuing of the Policy tending to show the same thing.

(Excepted to for same reason as no 12.)

Ans To the best of my recollection, in all our conversations on that subject I understood from him, that it was for the benefit of his wife and Children.

(Excepted to for same reason as the question.)

14th If you know, please state the names of his wife and children, living at the time of making the said application.

Ans - His wife was named, Mary Ann. Children, Maggie, Willie, Johnnie & Rosa. Lucy, the youngest was born afterwards.

15th Is his wife living & if not, when did she die?

Ans She died the 21st of April 1871.

16th When did Mr Riddick die?

Ans December 13th 1875

17th Is Henry D Cowper, living, if not when did he die

Ans He died in the summer of 1872.

18th Taking the aforesaid Exhibit "a" as a true copy of the original application, who dictated or suggested the word family, found in the sentence "in behalf of myself for family" in the beneficiary clause of the said application, and in what sense was said used?

~~Ans~~. (Excepted to, generally, and because the question seeks to require the witness to construe the legal meaning of the words used.)

Ans. In the original application, I think you will find the answers to these questions were written by me and ~~that~~ I used the word "family" myself to express that the Policy was for the benefit of his wife & children.

(Excepted to for same reason as the question.)

19th Then do I understand you to mean that when Mr Riddick was asked the question "Name of the person or persons for whose benefit assurance is desired" he answered in effect - his wife and children; and that you wrote the word "family" as a term expressing "wife & children" in the sense he intended:

(Excepted to for the reasons above stated)

Ans That expresses what I mean -

(Excepted to, for same reason above stated)

Cross questioned by Jno R. Kelly, Counsel for Defendants

1st Question - Do you know that after the original application for Insurance was executed by the deceased, Willis S Kissick, the said application was altered & amended by him?

Ans. I do not.

And further this deponent saith not.

E. B. Britt

Claud W. Wright, being duly sworn on behalf of the Plaintiff, deposeth and saith.

(Excepted to, as a witness by defendants counsel, before being sworn, for the reason that being the husband of Maggie E. Wright, the daughter of the deceased, and she being a claimant as Plaintiff in this case, he is not a competent witness)

1st Question by Plaintiffs Counsel. Did you marry Maggie E Kissick, one of the children of Willis S Kissick decd.

' '

Ans I did, on the 7^{th} of May 1873

2d Did you ever hear Willis J. Riddick say any thing in relation to the Policy of Insurance in the Bill mentioned, & if so please state the times, occasions & substance of what he said. (Excepted to as not proper for Plaintiffs to prove any declarations of the deceased, nor to vary or explain by parol testimony any written document plainly expressed.)

Ans I heard him speak of it on several different occasions, particularly when he wrote his last Will. He divided his Real Estate into five equal parts, and before assigning each one his or her part, he called my wife to him and told her that since her mother's death, she had been a mother to his two youngest Children, and offered her the choice of the five parts of his Real Estate, which she declined to take, telling her that at his death, she would come immediately into possession of the portion

(11th line) given her in his will, Except her part (one fifth) of the Policy of Insurance. I heard him on another occasion, in speaking with his oldest son, Willis, just before he left for school, urge him to apply himself, and tell him, when he died, he would get his part of the Real Estate (as soon he was of age) and his part of the Insurance Policy. I heard him on another occasion, just before the last premium on the Policy was due, on receiving a letter, from Wm M. Withers of Richmond, who was then acting as Agt for the Company, advising him to be reinsured in the "Universal Life Insurance Co," assigning as a reason that the "North America" had transferred all its business to the "Universal"; after reading the letter he handed it to me & I read it. He sent for Jno H. Wright, to advise with him & stated to him (Jno H. Wright) that he believed the amount he had already paid on the Policy had been thrown away; that from Mr Withers letter he thought the Company insolvent. Mr J H Wright advised him to pay the next premium, as it was nearly due. After talking with him some time he concluded to do so, remarking that he thought he would not live to pay another premium, & assigning as a reason that the amount of the premium, if the Company proved solvent, would secure to his Children the amount of the Policy, after his death. I heard him on a different occasion speak of a note which he had at the Farmer's Bank. He spoke of having borrowed the money to assist Jas Knight in carrying on business in the Swamp & remarked that he had Jas Knights note for enough to pay the note in Bank; that if he were to die at any time, he had no cash to leave his Children Except than in-

terest in the Policy of Insurance.
On reading the answer over to the witness he requested the following amendment to be made: After the word will, in 11th line of the answer, insert "but would receive no money" &c (J. H. Wright Notary Public)
I heard him on a different occasion in speaking of the note in Bank, speaking of Drafts which had been accepted by Beston & Sons, which he desired, when paid, applied to curtail this note; & speaking of notes due him, by C.H. & J C Causey, for a considerable sum, express a desire that they would pay them as he wished to use the proceeds for paying the note in Bank & stop the heavy rate of interest. Those two notes which were secured by mortgage upon valuable real Estate amounted to more than the note in Bank; and I think they were in Bank as security for the note of Mr Riddick. In a memorandum which he left he speaks of the amount left to secure the note in Bank, which is, to the best of my knowledge & belief, more than double the amount of his note. In another memorandum, made the 1st day of January 1870, which I now have in my possession, he makes an Estimate of a fair Cash value of all Real Estate owned by him at that time, together with all bonds notes and open account which he considered good. He then adds up the separate amounts, deducts the note in Bank, which I think was greater then than at the time

of his death, together with all open accounts due by him, leaving the nett amount he considered his Estate worth at that time, in which memorandum, no mention is made of the Policy in the Bill mentioned.

(Answer Excepted to, as illegal, hearsay, declarations of the deceased inadmissible, and irrelevant.)

3d If you have the memorandum refered to in your answer, please file it.

Ans I herewith file it, marked "1" which I have cut from a book, here shown, the memorandum being in the handwriting of Mr Riddick.

4th Did you ever notify the Exrs of Willis A Riddick, of your claim to part of the proceeds of the Policy in question.

Ans I notified each one in writing, a copy of notice being herewith filed marked - No 2

5th Did you ever deposit the business papers of Mr Riddick for safe keeping or otherwise at the Farmers Bank of Nansemond; if so state when and the circumstances thereof;

Ans In June 1874, Mr Riddick left home and went to the Blue Ridge Springs for his health. He left his note case, in a bureau drawer in his room, containing a great many valuable papers. He said to me the morning he left, to look out for his note case, in event of fire, as it contained a

great many valuable papers. About two weeks after he left home, and a day or two before I left, I took the note case & carried it to the Farmer's Bank, thinking he would rather leave it with Col Copeland than any one else, I knew of. I am not sure whether I left it with Col Copeland or Mr Marell (the Clerk at the Bank) and asked him to take Care of it for Mr Riddick.
(Excepted to for the reasons stated above)

And further this deponent saith not.
Claude. W. Wright

Maggie E. Wright being duly sworn according to law, deposeth and saith -
(Before being sworn, the witness was objected to, by Defendant's Counsel, for the same reason assigned in the Cause of Claud W. Wright.)
1st question by Plaintiff's Counsel. Are you the daughter of Willis L. Riddick & the wife of Claud W. Wright, one of the Plaintiffs in this Cause?
Ans I am -
2d If you ever heard your father say any thing in relation to the Policy in question please state it.
(Excepted to for the same reasons assigned above, by Defendant's Counsel)

Ans The morning that he made his last will he called me in his room and stated that he had divided his Real Estate among his children + offered me my choice of the several lots, which I declined to make, preferring that he should make the assignments to suit himself. He then said that I would come into possession of my portion of his Real Estate immediately, but that he had so made his Will that any money or personal Estate he might leave would not be distributed until his youngest child was of age; but that I would, as soon as he died, receive my interest in the proceeds of his Life Policy. I heard him speak in like manner to my Brother Willis, just before he left home for school, telling him that he would probably never see him alive again, and he wished him to apply himself & study hard; that after his death, when he became of age, he would have $1000 to start in business, without selling any portion of his Real Estate.

(Excepted to generally, a for reasons stated in other questions and answers –

3d Did he intimate from what source the $1000 would come? (Excepted to as above.)

Ans He did; he stated that his life was insured for $5000 – and that he would get his portion of it.

4th Did you understand him to say that he would get his portion of the Life Policy on his, your father's death?

Ans — He told me I would get my portion of it at his death and that brother would get his as soon as he was 21st years old.

(~~Except~~ Excepted to, as above)

And further this deponent saith not.

Maggie E. Wright

Willis S. Riddick Jr, being duly sworn on behalf of the Plaintiff deposeth and saith.

(The defendants Counsel Excepts to the competency of the witness, because the party to the contract under which he is claiming is dead he being a son of the deceased & a party interested)

1st question by Pltff's Counsel: Are you a son of Willis S Riddick, dec'd

Ans — Yes. Sir.

2d — Did you ever hear your father say any thing in relation to his Life Policy in the Bill mentioned?

Ans — He called me in his room just before I left for school and talked with me about two hours. In the course of the conversation he told me he wished me to apply myself while at School, and, to use his Expression "make a man of myself" for after his death I would only have my Real Estate and one thousand Dollars, to commence business on. He said that his will was so made that I and not get any other money except my interest in the Life Policy or in the Insurance money. He told me that his life was insured for the benefit of his Children, and that when each one arrived at the age of 21 years they would have $1000 apiece or their portion of the Insurance money.

(Question and answer Excepted to, for reasons previously stated.)

3^d When was it that your Father had this interview with you?

Ans I do not recollect the exact date, but it was in the month of September preceding his death in December.

4^th How old are you?

Ans I was 20 years old the 23^d day of November 1876.

And further this deponent saith not.

W. S. Riddick

Jno H. Wright being sworn, says -

1^st Question by S. F. Crocker, Pltff's Counsel - If you ever heard Mr Willis S. Riddick say any thing concerning his Life Policy, please state it.

O (Excepted to by Dft's Counsel for reasons before given)

Answer - Just before the last premium paid by Mr Riddick, I think in 1875, became due, he sent for me & showed me a letter which he had received from the Agent of "North American Life Insurance Co", and asked my advice about paying any more premiums, saying that he feared from the letter he had, the Company was insolvent, and if so he did not wish to lose any more money than he had already paid in. He remarked that it would do him no good, as he intended the policy for his family; and then gave me the only information I had ever received about the joint policy which he & his wife had taken out, remarking that since her death, his Children would receive whatever benefit would accrue from the Policy, and if the Company was insolvent, he did not wish to be paying good money at the risk of getting nothing in return. After talking over the matter for some time and explaining to him that I considered his Policy safe, from what I understood of the arrangements of the Company to re-insure its risks, he seemed to think more favorably of it & before I left him, I understood that he concluded to pay the premium. I remember distinctly the remark that he never Expected to live to pay another premium after that.

(Excepted to by Dfts Counsel).

And further this deponent saith not.

Jno W. Wright.

Examination of Witnesses on behalf of the Defendant.

Jno R. Copeland being duly sworn on behalf of the defendants, deposeth & saith.

1st question. by Counsel for Dft. What is your name, age & business calling?

Ans Jno R. Copeland - age 65 & Cashier of the Farmer's Bank.

2d Did you know Willis S. Riddick now deceased in his life time and how long?

Ans. I knew him for many years.

3d At the time of his death were you intimately associated with him in Banking Institutions & what was his position & what yours.

Ans. I was intimately connected with him. He was President of the Farmer's Bank and I, Cashier.

4th Was the said Willis S. Riddick indebted to the said Farmer's Bank in any amount on the 1st of Jan 1875 and 30th of Aug 1875 & if so, in what amount, at each date?

Ans He was so indebted - Jan 1st 1875, I think it was about $8000, and on the 30th August afterward he had reduced it considerably & did not owe probably more than four or five thousand dollars.

5th Please Examine Exhibit "B" filed with the answer in this cause & state what it is, where it came from and in whose hand-writing.

Answer. This is a list (witness examines Exhibit) of ~~collat~~ securities left at the Farmers Bank of Nansemond by Willis L. Riddick to secure his notes which had been discounted for him, and is in his hand-writing.

6th On the paper you have just described I find the following: "Life Policy $5000 00". In what company was that Policy?

Ans In the North America Life Insurance Co.

7th Please examine Exhibit "C" filed with said answer, and state what it is and in whose hand-writing.

Ans Witness examines Exhibit & says: This is a list of bonds and other indebtedness and memoranda, owing to Willis L. Riddick, and in his hand-writing—

8th Did you find the said Exhibit "C" among the papers of Willis L. Riddick, of whom you are Executor or not?

Ans I did.

9th Please examine this book—(handed to witness) marked "H" & say whether you have ever seen it before & if so where & whether it is in your possession as one of the Exrs of said deceased & in whose writing

Ans Yes Sir, I have seen it before, & it is in my hands as one of the Exrs of said deceased, & is in the hand writing of said Willis L. Riddick.

10th Had you often seen Willis L. Riddick write, & were you familiar with his hand-writing?

Answer . I have, and am familiar with his hand-writing.

11th When & by whom was the last premium on said Life Insurance paid and how?

Ans. I think late in the year 1875 — (before his death) by myself, thro' the Bank & by Draft given for a check made by Mr Riddick — forwarded to Kountz Bros, Bankers of New York.

12th In the Will of said Willis S Riddick filed as Exhibit in this case, I find the following words: "also I have papers & notes in the hands of Col Copeland to secure my indebtedness there." Are you the Col Copeland refered to; are you generally given that title: & where does the word "there" have reference to?

Ans I am the one refered to; have generally that title, and I understand the word "there" to refer to the Farmer's Bank of Nansemond, of which I am Cashier; as the notes & papers are there.

13th When was the indebtedness of said Willis S Riddick to said Bank paid and by whom & how much —

Ans. It was paid after the collection of the Life Policy in May or June 1876, by the Executors and was $4000 besides the interest, and that is the remainder of all his indebtedness to the Bank.

14th Were the securities pledged with the said Bank as above refered to, so deposited by the said Willis S. Riddick in person?

Ans. They were.

Cross Examined by Plaintiff's Counsel.

1st Question Did the Bank require of Mr Riddick any collaterals as security to his indebtedness:

Ans He offered these collaterals when he offered the note for discount

2d When he delivered the Collaterals, were they taken out separately & examined by you:

Ans He handed me the bag & I think I examined them, but I am not sure whether the Board of Directors examined them or not.

(Plaintiff's counsel Excepts to ~~And further these~~ the admissibility of the Exhibits "B" & "C" filed with the Answer in this cause, and "4" filed with the Depositions of J.R. Copeland, on the ground of their irrelevancy & for other causes.)

And further this deponent saith not.

John R. [illegible]

Wm Cherry having been duly sworn on behalf of the Defendants, deposeth & saith:

1st question by Dfts Counsel: How old are you, & do you hold any Official relation with the Farmer's Bank, and if so what, & were you acquainted with Willis S. Riddick, & if so how long.

Ans My age is 54 last October - I am a Director of the Farmer's Bank, & have been three years or more.

I knew Willis L Riddick for over 40 years.

2d Were you present at the meeting of the Board of Directors of said Bank when said Willis L Riddick borrowed money & pledged collaterals for the same, and is Exhibit "B" filed with the answer in this Cause, a list of those securities, and state what took place between

&c you & the said Riddick at that time.

Answer. I was present at the said meeting of the Board and was in his presence at the Bank before the Board assembled, at which time he proposed to borrow some money and deposit Collaterals & showed me the paper marked "B" as a list of the Collaterals, and had shown me also the Collaterals themselves, on the same day at the Bank, before the Board met.

3d Did the Board of Directors of said Bank discount the proposition of said Riddick, on the said securities and when was this:

Ans. They did discount the paper upon those securities early in January 1875.

Cross Examined by Plaintiff's Counsel -

1st Question did not Mr Willis L Riddick owe an indebtedness to the Farmer's Bank of Nansemond before the 1st of January 1875.

Answer I think he did.

2d What was the amount of his previous indebtedness existing on the 1st of Jan 1875?

Ans. I can not say positively

3d What amount did he propose to borrow at the meeting of the directors referred to

Ans I do not now recollect. It was a considerable sum, but the collaterals were much larger than the amount he wanted; more than double I think.

And further this deponent saith not
William Cherry

It was agreed by the parties that the copy of the application and also of the Policy itself filed with the papers shall be admitted as true copies of the originals, to be used as evidence in this cause.

Jno H. Wright N.P.

Nansemond County to wit:

I, John H. Wright a Notary Public for the County aforesaid in the State of Va, do certify that the foregoing depositions were taken, subscribed and sworn to before me at my office in Suffolk Va, at the time and place designated, and by consent of all the parties.

Given under my hand this 7th day of April 1877

Jno H. Wright Notary Public

To C. W. Wright & wife

Take notice that we shall on the 12th day of Sep 1877, next, at the office of Wright & Rawls in Suffolk Va between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of Thos. W. Smith and others, to be read as evidence in our behalf, in a certain suit in Chancery, depending in the Circuit Court of Nansemond County, wherein you are plaintiffs, and we & others are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed,

Respectfully,

To the Sheriff of
County to execute.

John R. Copeland
Thos. W. Smith. Executors of Willis S. Riddick decd.

by John R. Kilby
atty.

Wright Serfe

v

Willis S. Riddick

Exor.

1877 Aug. 16th

Service of this notice acknowledged

Gordon & [illegible]

[illegible]

The depositions of T. W. Smith taken this 13th day of September 1877 at the office of Jno H. Wright, and before the said Jno H. Wright Notary Public, in behalf of the Defendants, pursuant to annexed notice.

Present Jno R. Kelly Atty for Dfts - J. F. Crocker for Pltffs.

T. W. Smith, having been first duly sworn in behalf of the Defendants, deposeth & saith.

1st Question by Dfts Attorney = Were you acquainted with Willis S. Riddick, decd and if so how long have you been acquainted and was he any relation to you and what?

Ans I was acquainted with him forty years, or as long as I knew any body. His mother was my half sister.

2d Did you have any conversation with him not long before his death about any life insurance and other matters, & if so state it and any other conversation about his business. (Excepted to by ~~Ans.~~ Pltff's Counsel, for the reason that declarations of the deceased are incompetent)

Ans. I had a conversation with him, riding along the Road, coming from Magnolia Springs to Suffolk, some time during the Summer last preceding his death. Knowing that he was near his death, he talked with me about his affairs whenever occasion offered, on that & other occasions, On this last named day he said he had selected Col Copeland and my self as his Executors. I agreed to act as an Executor. After thinking over the matter at night, I thought I should have to give a pretty large bond as he had a large Estate, real Estate & other matters. Mr Riddick came to my store next day. I took him aside & told him that after thinking over the matter, I did not see how I could be one of the Executors, as I supposed I should have to give a large bond with security and as I asked no one but him to sign my paper, & then I could not use him as he would be gone. He remarked to me, "You will have no bond to give and no one to ask to be your security as I shall leave no money, but Real Estate and some other ~~[illegible]~~ affairs, and you will not be required to give bond, because I leave no money. Instead of leaving money, I owe money, "I owe between seven & Eight thousand dollars to the Farmers Bank of Nansemond," I think" were the words he used, and I have left my Life Insurance Policy with the Bank; if I am paid the whole amount, it will amount to $5000, to go on that debt, and you & the Col, must collect, if you can, the balance from notes &c due me to pay up the balance of that debt as soon as possible, so as to save interest." I remarked, "that being the case, I will assist Col Copeland as one of your Executors." He then said "that is Exactly what I want you to do; the Col is an old, Experienced hand in these things, and you can assist him in running around, & rents &c." "The Col" referred to by him is Col Jno R. Copeland, Cashier of the Farmer's Bank of Nansemond.

3d Q. Do you know the Pltff. C W. Wright; if so whom did he marry?

Ans I do know him very well; he married Maggie, the daughter of Willis S. Riddick Decd.

4th Q Did you ever have any conversation with said C.W. Wright about the Life Insurance of W S Riddick Decd. & if so when and what was it?

Ans Mr C.W. Wright & myself did have some conversation in my Counting room; we were talking about other matters & the subject of this Life Insurance came up. Mr Wright said to me that he was going to sue for Maggie's portion of the Insurance & thought he would recover it. I remarked to him, "Claud it is neither here nor there, whether you recover it or not; you know how Willis (meaning Willis S. Riddick Decd) wanted this money to go, as well as I do" meaning that it was to pay the debt at Bank. Claud remarked to me "There's a difference between getting my part of it now and waiting 14 or 15 years, until the youngest child becomes of age."

~~5th Q.~~ ~~Do you know Willis S Riddick Jr, son of Decd~~

Cross-Examined by J F Crocker, of Counsel for Pltff

1st Q What was the indebtedness of Willis S Riddick Decd to the Farmer's Bank of Nansemond at the time of his death?

Ans. I don't know, but Col Copeland, who is one of the Executors and keeps the accounts at Bank, does know. He attends to that business & I attend to outside matters.

2d Q Did Willis S. Riddick in his conversation with you given in your answer to 2d question of Dft's Counsel, say that he had placed with the Bank any other collaterals than the Life Policy as security for his indebtedness at the Bank?

Ans I don't think he mentioned any other papers left there as security, but think he spoke of some left there for safe keeping.

3d Q Did you understand from Mr Riddick in that conversation, that he had left with Col Copeland at the said Bank, certain bonds and notes for safe keeping?

Ans I understood him to say he had left "papers," but did not understand him to say bonds or notes.

4th Q What kind of papers did you understand him to have alluded to? Did you not understand him to refer to stocks and other evidences of indebtedness?

Ans. I did not understand any specific kind of papers.

5th Q Did you understand them to be papers of value?
Ans. I understood him to say he had left papers with Col Copeland for Safe Keeping; of what denomination or Kind, I do not Know.
6th Q Was there nothing in the conversation of Mr Riddick or in the subject matter in connection with which these papers were spoken of by him, which indicated whether they were papers of value or not?
Ans. Mr Riddicks remark to me was "I have left some papers with Col Copeland for Safe Keeping at the Bank".
7th Q In what Connection were these words used?
Ans In a general talk of his business and in matters pertaining to his affairs after his death, at various times.
8th Q Do I understand you to say that Mr Riddick told you on various occasions that he had left papers with Col Copeland at the Bank for Safe Keeping?
Ans I say that Mr Riddick told me he had left papers at the Bank, with Col Copeland for Safe Keeping. I am not prepared to say that he told me so in every Conversation I had with him, & don't think he did.
9th Q What was meant by these words used in your previous answer to 7th Question "at various times"
Ans That he mentioned to me several times that he

had left papers there-

10th Q For Safe Keeping?

Ans. So I understood him.

11th Q Did he not use the aforesaid words, i.e, that he had left papers at the Bank with Col Copeland for Safe Keeping, in connection with Some thing said by him in relation to his Life Policy:

Ans No Sir. When he spoke to me concerning the Life Policy, it was on the morning after I refused to be his Executor, if I had to give bond. The conversation stopped there after he ~~convinced~~ told me that I would have to give no bond, as he owed money, instead of having money.

12th Have you ascertained, in discharging the duties of Executor, what papers Mr Riddick refered to in his conversation, when he said he had left papers at the Bank with Col Copeland for Safe Keeping:

Ans They were notes & accounts. Some good & some worthless

13th Was his Bank Stock among said papers?

Ans I think it was.

14th Was a note of J.R. Knight?

Ans I think it was.

15th Was a note of J.C. Goodman?

Ans I think not

16th Was a note of J.C. Causey, or C.H. Causey or

Clark Chatfield:

Ans. I can't say positively that they were in the papers left at the Bank, they may have been in a note case brought from his residence to the Bank by Col Copeland + myself after his death.

17th Q What was the outstanding amount of solvent indebtedness due Mr Riddick at the time of his death?

Ans I can't recollect.

18th Was ~~there~~ it not, exclusive of the Life Policy largely in Excess of all the indebtedness of Mr Riddick?

Ans ~~Outstanding bonds and accounts~~ ~~[illegible]~~ I should say it was in Excess

And further this deponent saith not.

Thos W Smith

Jno H. Wright, re-examined by Consent on behalf of Plaintiffs, having been first duly sworn deposes and says:

1st Q By J.F. Crocker - ~~Do you~~ Please state any other fact, not mentioned in your previous Examination, if any you know mentioned by Mr W S. Riddick in connection with his Life Policy.

Ans During Mr Riddick's life, I wrote three Wills for him, changes being necessitated by his frequent disposals of his property. When I was preparing the last Will, which he afterward substituted by one under his own handwriting, I asked him whether he desired to make any change in his Life Policy & thereby include it in the dispositions made in his will. He replied that as the Policy stood, if paid after his death, his Children would receive the immediate benefit of it, as it would be distributed equally amongst them, and he did not wish to change it, as its distribution would be in accordance with his Will; adding that he had always had serious doubt about its being paid, but if paid and there should be any difficulty about the collection of debts due him, the proceeds of this policy would be ample to provide for his Children. He further stated that he had considerable debts due him which were secured in Real Estate, mentioning specially the debts due by the two Causeys, but these could not be realized at once, and it would require the larger part of the balance due him to discharge what he owed, He seemed to feel considerable concern & doubt about the payment of the Policy & then remarked to me that if he lived he should in the Spring begin to foreclose some of the Deeds of Trust he held.

(Excepted to by Dft's Counsel)

The will of Decd., recorded was not written by me.

And further, this deponent saith not.

Jno. W. Wright.

Nansemond County, to wit:

I John H. Wright, a Notary Public for the County aforesaid, do certify that the foregoing depositions were taken subscribed & sworn to before me, at my Office in Suffolk Va, at the time and place designated & by consent of all the parties.

Given under my hand this 13th of Sept 1877

Jno H. Wright
Notary Public.

Wright
vs
Riddicks Exrs
depositions

1877. Octr. 4th. Filed.
Clk.

Claudius W Wright &c } Nansemond County
Vs } Notes for Decree
Willis S Riddick's Exors

I think the law which must govern this case, is now well settled

That it is competent for a Court of Equity, to correct a mistake in a Deed or other writing, upon parol Evidence, cannot now be questioned.

But the limitation upon this doctrine, is, that the evidence in all such cases must be very strong and clear, and such, as to leave, no doubt upon the mind that the writing does not correctly embody the Real intention of the parties.

Mauzy Vs Sellars &al 26 Gr 645. 647.

It is alleged in Plaintiff's Bill, that a mistake was made by the North America Life Insurance Co. in drawing off their policy of Insurance for $5000, on the life of Willis S Riddick, on his written application, In this, after reciting the consideration, and actual Insurance of the life of Willis S Riddick for $5000. The policy, proceeds " The said Insurance Co. promises and agrees, with the said assured to pay or cause to be paid the said sum, Insured " to the legal Representatives of the said assured, within ninety days &c"

Whereas, according to the purpose and intent of both parties, The Insurers and the assured, it should have read, "To the legal Representatives of the said assured" for the benefit of his family"

Upon the Death of Willis S Riddick In conformity with the Terms of the Policy: The amt Insured $5000, was paid over by the Company to the duly Qualified Executors of the assured,

The Pltffs claim that this Insurance having been effected by Willis S Riddick for the benefit of "his family" consisting at the time of a wife and five infant Children. The Amt received by his Exors should pass directly to the beneficiaries, the family, and not sink into Willis S Riddick's Estate in the due course of administration, or subject to any disposition or arrangement he may have made of said Insurance claim or Debt during his life time

I now proceed to the consideration of the claim of "Mistake" the sole ground upon which the Equitable aid of this Court is invoked,

In which investigation, it must be remembered

1 That the Onus probandi, tending to show the existence of a mistake between the contracting parties, in the language and purpose of the policy, rests upon the Plaintiffs &

2 That the facts set forth & charged in the Bill being denied in the answers imposes upon the Pltffs. the responsibility growing out of that state of facts, in the proofs required to overcome the sworn answer.

1° The great fact relied upon by Plffs to sustain their claim, and to make out the existence of a mistake, is that in the Application of Reddick, to the life insurance Company, a printed form was furnished him — with certain Blanks to be filled up by the Applicant in writing
The first question propounded is as follows.
Quer Name of the person or persons for whose benefit, Assurance is desired; if wife of the person to be insured, say so.
Ans "In behalf of my self, for family", is the written response, in the hand writing of Insured.
This Declaration was signed on the 14 Jan 1867.

Willis S Reddick in behalf of family.

Just here arises the great difficulty in the solution of this question.
As to the Insurance Company, we may with propriety cancel their purpose & intent altogether from the question, in as much as it is matter in which they could take but little interest, the loss had occurred, and it was but of little consequence to them who reaped the benefit, At the same time, as a party to the contract, it becomes a matter of interest to know whether there was any mistake on their part, as to the Terms of the policy — We have their views on this point, in the form of their letter made Evidence by consent.

In which they tell us "That it is the usual rule & may be said to be almost "the universal rule, to write a policy in accordance with the request in the application"

According then with the application It was "in behalf of myself" "for family" The policy was then surely in accordance, with the Company's view of the purport of the application

Again they say "We see no legal objection to the form of the application, under either form of expression, payment would properly be made to the Exor's or Admor's.

The only inference to be drawn from this admitted Testimony, is, that there is no mistake in the policy on the part of one of the contracting parties, the N American Ins Company.

We now revert to the other contracting party, Willis S Riddick the Insured himself, was there any mistake, so far as he was concerned? in the language of the policy, failing to contain the words "for the benefit of the family"

To interpret the answer of Riddick to the question of the Company, we must bear in mind the very terms of the question itself.

Give the names of the person or persons for whose benefit assurance is desired, if wife of the person say so. The Company for obvious Reasons wanted their names, Residences &c, No name was given except his own "In behalf of myself" (Willis Riddick) for family. The wife was assuredly part of Riddick's family, he was emphatically instructed, in language unmistakable if the wife was the person for whose benefit the assurance is desired to say so.

He does not say so, but responds "In behalf of myself for family, and if the wife were the sole claimant under this policy against the Estate or assignee of Riddick I hardly think that a mistake in filling up the policy could be successfully established.

Is there any other reasonable construction which can be placed upon the language of Riddick in his written answer & signature than that he intended the insurance simply solely and directly for the benefit of his family so nomine, to the utter and perfect exclusion of all agency or right on his part to control or in any wise utilise this source of credit during his life we have a response in the sworn answer of the Executors.

"That the words "for family" gave no vested right to any member of said Riddick's family but simply indicated that the fund was then provided for his family as any other Estate he might leave and, no more.

By the terms of his will executed on the 26th day of July 1875. Willis Riddick dedicated the whole of his Estate to his Five children, then his Family. He desired that all his children should share equally in his Estate. After dividing his real Estate amongst them, he devises all "Bonds, Notes, accounts, stocks and all other Debts due at my death, to be collected and after the payment of all his debts, the balance to be deposited in the Farmers Bank of Nansemond, to the credit of his Estate, to be held by his Exors on certain terms & conditions therein specified, and at a certain time therein specified, to be equally divided between all my children then living"

Would it not be a violent inference to conclude, under a fair consideration of these important facts, that Willis Riddick, at the time his life assurance was effected to place the amt, thus insured forever beyond his control during life, and at his death to give to it a different destination from the rest of his personal estate, when every thing he possessed ~~[illegible]~~ was designed & dedicated to the benefit of his family.

Such was not the interpretation by Riddick himself, of his own act.
For we find that during his life time he deposited in Bank this very policy upon his life with other

collaterals as securities.

Opinion

At a Circuit Court continued and held for Nansemond County, the 14th day of October, 1878.

Claudius W. Wright and Maggie E. his wife. Plaintiffs

against } In Chancery

John R. Copeland and Thomas W. Smith, Executors of Willis S. Riddick, deceased; Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick: the last named four, being infants under twenty-one years of age . . . . Defendants.

It being suggested, that since the last proceedings had in this Cause, the defendants J. R. Copeland and Thomas W. Smith, Executors of the Last will and Testament of Willis S. Riddick deceased, have been removed from their said Office of Executors as aforesaid, and that administration of the Estate of the said Willis S. Riddick, unadministered by the said J. R. Copeland and Thomas W. Smith, Executors as aforesaid, with the Will of the said Willis S. Riddick annexed, has been committed to John L. Fulgham, Sheriff of Nansemond County, by an order of the County Court of said County: on motion of the said John L. Fulgham, Sheriff, as aforesaid: it is ordered, that he be made a party defendant to this suit and that this cause be proceeded in, in the name of the said John L. Fulgham, Sheriff of Nansemond County, and Committee of the Estate of Willis S. Riddick, unadministered by J. R. Copeland and Thomas W. Smith, Executors of Willis S. Riddick, with the Will of the said Willis S. Riddick annexed. And, that the said John L. Fulgham, Sheriff and Committee, as aforesaid have leave to file an answer to the Bill of the Complainants, within sixty days, subject however, to all exceptions thereto, that may be taken by any of the parties to this Cause. And by consent of parties, given in open Court, and here entered of record, it is ordered, that this Cause be submitted to the Judge of this Court, for decision or decree to be made herein, in vacation.

A Copy:

Teste,

Peter B. Prentis. Clerk.

Claudius W. Wright & wife
vs { Copy Decree — Octo Term 1898
Willis S. Reddick's Exor. &c.

xiii

Wright &c
vs
Riddick's Ex'or

It being suggested that since the last proceedings had in this cause, the defendants J. R. Copeland and Thomas W. Smith Executors of the last will and testament of Willis S. Riddick deceased have been removed from their said office of Executors as aforesaid, and that administration of the estate of the said Willis S. Riddick unadministered by the said J. R. Copeland and Thomas W. Smith Executors as aforesaid, with the will of the said Willis S. Riddick annexed has been committed to John S. Fulgham sheriff of Nansemond County by an order of the County Court of said County, on motion of the said John S. Fulgham sheriff as aforesaid, it is ordered that he be made a party defendant to this cause, and that this cause be proceeded in in the name of the said John S. Fulgham Sheriff of Nansemond County and committee of the estate of Willis S. Riddick unadministered by J. R. Copeland and Thomas W. Smith Executors of Willis S. Riddick with the will of the said Willis S. Riddick annexed, and that the said John S. Fulgham sheriff and Committee as aforesaid have leave to file answer to the bill of the complainants within sixty days, subject, however, to all exceptions thereto that may be taken by any of the parties to this cause. And by consent of parties, given in open court and here entered of record it is ordered that this cause be submitted to the judge of this Court for decision or decree to be made herein in vacation.

Wingfield &c
vs
Richardson's Exor

Order
to be entered
Octr 1828

Entered O.B. No 1 - p. 417

Claudius W. Wright and Maggie E. his wife

vs.

John R. Copeland and Thomas W. Smith Executor of Willis S. Riddick deceased, Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick, the last named four being infants under twenty one years of age:

This day came the parties by their attorneys and by their consent given in open Court and herein entered of record it is ordered that this cause be submitted to the Judge of this Court for decree and decision to be made in vacation.

C. W. Wright &c

vs }

W. S. Riddicks

Ext os

Decree

To be Entered

Apl 12 1878

Geo. Blow.

We consent to the
within order

Gilmer Vaughan } L. q.
Wright & Rawles,

Kilby & Son for Defdts.

Entered O. B. No 1- p. 389

Norfolk City, Octo 9th 1877.

J Hardy Hendren being duly sworn, deposes as follows.
I was during the year 1867, and prior thereto, Agent for the North America Life Insurance Company of New-York, and had jurisdiction of the City of Norfolk, Counties of Norfolk, Princess Anne, Nansemond, Isle of Wight and others.

Some time during the month of January 1867, I received through my Sub-Agent Henry D. Cowper of Suffolk an application (of which the accompanying Paper marked "Exhibit A", is a copy) for insurance for the Sum of Five thousand Dollars, on the life of Willis S. Riddick of Suffolk, Va, which application I forwarded to the home office in the City of New York, and in due time received the Policy, of which the accompanying Paper marked "Exhibit B", is a true copy, which was Countersigned by me on the 6th February 1867, and which I forwarded to the said Henry D. Cowper for delivery—

I neither received from Mr Riddick, or any other person any other direction as to the manner in which the Policy was to be made-out, other than that Contained in the aforesaid Application of the said Riddick, nor did I forward to the Company any other direction than that Contained in said Application.

I have been engaged in the Insurance business since June 1865, and have never known a

Policy of any kind, made out in any manner, differing from the Application: In issuing the Policy the Company, so far as I know, invariably follows the form of the Application.

J. Hardy Hendren.

Subscribed and sworn to before me this 9th day of October A.D. 1877.

Edward Spalding
Notary Public

It is agreed that the foregoing affidavit of J. Hardy Hendren may be read as evidence on behalf of the plaintiffs in the Chancery suit depending in the Circuit Court of Nansemond County wherein Claudius W. Wright and Maggie E. his wife are plaintiffs and John R Copeland and Thomas W. Smith executors of Willis S. Riddick and others are defendants -

Godwin & Crocker, and
Jno H. Wright for plaintiffs
John R. Kilby for defts

Wright &c

vs

Rudolph's Sons &

Argument evidence

1 1

Claudius W. Wright & ux

v. }

Willis S. Riddick's Exrs &c

Willis S. Riddick made a written application for insurance on his life – and in answer to the question for whose benefit, answered, "in behalf of my self for family" + and signed the application, "Willis S. Riddick in behalf of ~~for the~~ family". This application was handed to Jn. W. Cooper the subagent of Henderson the agent of the Insurance Co. who forwarded it to the Company at their Home office. New York, and in a few days received from the home office the policy of insurance which was then countersigned by Henderson who forwarded it to Riddick. It so happens that the policy provides that the insurance money is to be paid to the legal representatives of Willis S. Riddick.

+ and in answer to the question, "Relationship", answered: "family"

It is alleged by the complainants

1st That the policy taken in connection with the application is to be taken as for the benefit of the family – that is, the policy as it is, "payable to the legal representatives of Willis S. Riddick", is to be construed as payable to the legal representatives for the benefit of the family of the ~~assured~~ insured.

2d That, if to give the policy this construction, it be considered necessary that the policy ought to have provided in terms that the insurance was to be paid "to the legal representatives of Willis S. Riddick for the benefit of his family", then it is claimed that the words, "for the benefit of his family" were intended to be inserted in the policy and were omitted by mistake.

In either event, it is claimed, that the plaintiffs are entitled to recover -

It abundantly and beyond all doubt, appears that Willis S. Riddick intended to insure his life for the benefit of his family. It so appears from the application itself - for in answering the written question in said application, for whose benefit is the insurance made, he says: "In behalf of myself for family" and in signing the application he ~~adds to his signature for my family~~ signs "Willis S. Riddick in behalf of family" - Then we have the testimony of Mr. Britt who aided in drawing up the application which shows that Mr Riddick while the application was being drawn up expressed clearly his intention and understanding that the policy was to be for the benefit of his family -

And in stating the "relationship" of the beneficiaries he answers: "family"

This application was then handed to Mr Jno. W. Cooper the sub agent of Mr. Henderson the general agent -

Mr Henderson the agent of the Company, living in

Norfolk, testifies that he received the application from Mr Cooper — & that he duly forwarded it to the home office of the Company at New York, and by the regular course of mail in a few days received the policy which he countersigned it & forwarded it to Suffolk — He further testifies that he neither received nor forwarded to the Company at New York any other direction as to for whose benefit the policy was to be made, except the directions contained in the written application —

And the Secretary of the Company in his letter, which is agreed to be taken as Evidence, states that search had been made, and no direction was found other than that contained in the application

And then the Secretary of the Company and Hendren say it is the invariable custom in issuing policies to follow the direction in the application — that is, ~~the~~ I assume the invariable custom is for the application to contain the direction for whose benefit the policy is to be made, & to follow that direction —

From this evidence there is but one conclusion, to wit; that W. S. Riddick intended that the policy should be for the benefit of his family & that the Company intended to issue the policy according to this direction and intention of the assured – and consequently the omission of the words from the policy "for the benefit of his family" was a mistake – and clearly so against the intention of both parties to the contract –

Such a mistake is relievable and may be corrected in a court of Equity.

The authorities are abundant on this point. It is sufficient to refer only to what is said in Maugy v Lellarsd 26 Grat 641. by Staples J. He says: "that it is competent for a court of Equity to correct a mistake in a deed or other writing upon parol evidence, cannot now be questioned. No branch of Equity jurisdiction is more fully established than this; none is sustained by a greater array of authorities, English and American"

He then cites from various authorities. Among them as follows: In 1 Story Eq. Jur. S. 152 the doctrine is laid down as follows: "One of the most common classes of cases in which relief is sought in Equity on account of mistake of facts, is that of written agreements, either executory or executed.

sometimes by mistake the written agreement contains less than the parties intend; sometimes it contains more; sometimes it simply varies from their intent by expressing something different in substance from the truth. In all such cases, if the mistake is clearly made out by proofs entirely satisfactory, Equity will reform the contract so as to make it conformable to the precise intent of the parties

" A Court of Equity would be of little value if it could suppress only positive frauds, and leave mutual mistakes, innocently made, to work intolerable mischiefs, contrary to the intention of the parties. It would be to allow an act originating in innocence to operate ultimately as a fraud, by enabling the party who receives a benefit of the mistake to resist the claims of Justice under the shelter of a rule formed to prevent it. In a practical view, there would be as much mischief done by refusing relief in such cases as there would be introduced by allowing parol evidence in all cases to vary written contracts" § 155 "

Judge Staples then cites the language of Chancellor Kent in Gillespie v Moon 2 Johns. Ch R. 585, 596 – which corresponds with the doctrine laid down by Story as above. The head note of the case is as follows: "Equity relieves against a mistake, as well as against fraud, in deed or contract in writing; and parol Evidence is admissible to prove the mistake, though it is denied in the answer; and this, either where the plaintiff seeks relief, affirmatively, on the ground of the mistake, or where the defendant sets it up as a defence, or to rebut an Equity"

And Judge Staples further adds: "These and a multitude of other cases which may be cited, show that it is the constant practice of the Equity courts to admit parol evidence of mistake of fact, and though such Evidence is in direct contradiction of the Express terms of the deed or other writing. Kerr on Fraud & Mistake 418-423. The only limitation upon this doctrine is that the Evidence in all such cases must be very strong and clear, such as to leave no fair and reasonable doubt upon the mind, that the writing does not correctly embody the real intention of the parties"

Judge Story says: Relief has been granted or refused, according to the circumstances, in cases of asserted mistakes in policies of insurance, even after a loss has taken place. Story's Eq Jr § 158

In Motiere v The Penn. Fire Ins Co. 5 Rawle 346 Sergeant J. said: "A mistake in a policy may be rectified when it clearly appears from the label or other satisfactory evidence, that it was reduced to writing in terms not conformable to the real intention of the parties"

In Motteux v London Ass Co 1 Atkins 545 it was decided that "if the policy of insurance differs from the label which is the memorandum or minutes of the agreement, it shall be made agreeable to the label"

A and B. contemplating marriage, proposed for insurance on their joint lives, the policy to be made payable to the survivor of Either. The Company's officers drafted it "Payable on the death of either of said assured to the Executors administrators and assigns of the said assured." On the death of the husband the trustee of his Estate claimed the proceeds of the policy. Held: he was not entitled to it, because the benefits of the policy were to be for the survivor. The intention must prevail notwithstanding the error in the drafting. North British Ins. Co v Lummock 37 Scott Jur. 1 cited in Sansum Digest of Law of Insurance p 1174

If by fraud or mistake the policy made and delivered does not agree with the terms of the order that was given for the insurance, the court will treat the order as the contract, and the variance itself is evidence of mistake; but the order will be resorted to so far as it varies from the policy; in all other respects, the policy will govern. Delaware Ins Co v Hogan 2 Wash. C. C. 4.

S and A. residents of St Louis established a business at Vicksburg, and appointed B their agent. He applied to defendants agent for insurance on the stock; informed the agent that he held and was selling the stock as agent of the owners. Insurer's agent made a policy on the goods in the name of B. A loss occurred and the claim was resisted on the ground that the person to whom the policy was issued had no an insurable interest. Held the policy should be reformed so as to make it effectual upon the property insured. Phoenix Ins. Co v Hoffheimer 46 Miss 645

In Phoenix Ins. Co v Gurnee 1 Paige R. 278, there was a written application for the insurance of a grist-mill. and the policy as written out was upon the mill-house. The insured read the policy before leaving the office of the insurance. There was a loss. The Chancellor held that the policy should be reformed according to the application. He says that in insurance policies the label or written memorandum from which the policy was filled up, is always considered of great importance in determining the nature of the risk and the intention of the parties. And that the difference of the description from the written memorandum, must have been clearly a mistake of the clerk in filling up the policy.

The cases to the same effect are numerous.

From the authorities cited it appears not only that Courts of Equity will correct and reform writings when a mistake is clearly shown — but that in cases of insurance, the Courts will look to the application for insurance, and if the policy does not conform to the terms thereof, correct it in accordance therewith; that if where an application for insurance is made it is the duty of the insurer to follow the direction thereof, and if not, the presumption is that it was not followed from mistake or from fraud — But ~~that~~ in such a case as this, there being no ground for fraud, the presumption is of mistake —

We submit that upon the facts & the law, there can be no doubt that by mistake the policy was not drawn in conformity with the intention of the parties. And in order to make it conform to the intention of the parties, it should read &c &c "to pay or cause to be paid the said sum to the legal representatives of the said assured for the benefit of his family."

Let us now view the case as if the policy had provided that the insurance money should be paid to the legal representatives of the assured for the benefit of his family.

It is suggested by the answer to the bill that the words "family" is too indefinite to have a legal signification. This position is clearly untenable.

In Clinton v Hope Ins. Co 45 N. Y. 454 an insurance was effected upon payable "to the estate of Daniel Ross" and the Court held, that it not being apparent who were intended to be included within this designation, evidence is admissible to show that both parties understood that the insurance was for the benefit of the widow and heirs of Ross. That the personal estate is represented by the administrator and therefore the administrator was the person designated, is too strict a construction. May on Insurance § 445.

In Hill v Stephens, Supreme Court of Missouri Nov. Term 1877 reported in the Reporter Jany 30 1878 p 147, there was a devise to A. B and family. It was held the word family includes the wife and children of the devisee.

Redfield in his Law of Wills 2 Vol. p 72 says: "In the English Courts, bequests to the family of one have often been held void for uncertainty. But this cause is not so common in regard to bequests of any kind as formerly. And now it is said in an English work to which we have had constant occasion to refer. (Jarman) that "it should seem that a gift to the family, either of the testator himself, or of any other person, will not be held to be void for uncertainty, unless there is something special creating the uncertainty, the subject matter and context of the will are to be taken into the account" and the bequest upheld if it can be fairly made out what the testator intended by the word family. It has been often held that a bequest to one and his family, he having children at that time, was intended for such person and his children; and that such children as were living at the decease of the testator, were entitled to take. Lord Cranworth here says that this is the import of the word 'family' in "common parlance". And it has been held that a bequest to one's wife, 'towards the support of her family', gave the children such an interest in the estate devised, as to enable them to maintain a bill in their own names to protect such interest"

But it is a familiar doctrine where the language of a writing is obscure, parol evidence may be introduced to shew the intent & meaning of the parties - as was held in Clinton v Hope Ins. Co, supra.

The evidence of Britt shews that the assured explained at the time of his writing his application, that he meant by the word family his wife and children.

"So that the word "family" both according to its legal signification and according to the intention of the assured, as used in the application, meant his wife & children.

Taking it for granted - that this policy should be reformed according to the intentions of the parties, and that a Court of Equity will consider that ~~to have been~~ done which ought to have been done - and that this policy is to be read as if it contained the words for the benefit of the family of the assured - ~~than the~~ and that the word family meant the wife and children of the assured - then, the next question is; was it competent for the assured to alter - amend, or modify the provisions of said policy, or divert or defeat its provisions by any conduct or dealings of his own? 2

We submit that this question must be answered in the negative both upon authority and reason.

The wife and children have such fixed interest in a policy like that now under consideration, as cannot be defeated by the husband.

We cite the following cases which involve the principle contended for:

Policy on the life of the husband, payable to the wife or to her children in case she should die before him. She made a blank ~~indorsement~~ assignment, and her husband filled it up in favor of B & Co, who upon the faith of it, gave credit to the husband. The wife survived and brought this action to set aside the assignment, and to recover upon the policy. Held, it was in effect a provision made by the husband for the wife and children, through the intervention of a trustee; that the courts have uniformly held such a trust irrevocable; hence the plaintiff was entitled to recover the sum insured. Barry v Equitable Life Ass. Soci, 14 Abb Pr (N.S.) 385 n. Sandeman Sup't.

Bull v Cureton 2 Myl & K. 503
Fortescue v Barnett 3 Myl. & K 36
Walson v Bonney 2 Sandf. 405
Gilchrist v Stevenson 9 Barb. 9.
Stone v Hackett 12 Gray. 227

of Summer 1534

Policy upon the life of the husband payable to the wife. She made a blank assignment, and her husband the assignee allowed the policy to lapse for non-payment of premium, because the company refused to recognize her assignment, which was in fact illegal and void. New policies were thereupon issued upon the same life on the original application at the same rate of premium, without any new medical examination, the old policies and all claims thereunder being then surrendered. Held, a scheme contrived by the defendant with the assent of the plaintiff's husband to exclude the wife from the benefits of the policies made in her favor; that the change was nominal only and such a device gave no new rights to its projectors against the wife; that if the assignee could not enforce his rights against her under the old policy, he could not be permitted to do so under the new; Hence the plaintiff was entitled to recover. Barry v Mutual Life Ins. Co 49 How Pr 504 — Sumner. 1534.

Policy on the life of the husband, upon the application of the wife, payable to her for her sole use, and in case of her death before her husband, to be paid to her children. She died leaving children and husband. After her death he surrendered the policy, and took another for the same amount in his own name, bearing the same date and for the same premium as that surrendered. He paid one premium and died insolvent. Held. the substituted policy was the property of the children, and that the creditors of the husband had no right to the avails of it. Chapin vs Fellows 36 Conn. 132

Policy on the life of the husband for the benefit of the wife payable to her, her executors. administrators or assigns, and in case of her death before her husband, payable to her children or to their guardian, if under age. It was assigned by her with the husband's consent and with the consent of insurers to W. She died Feb 27 1867, leaving one child. and the insured died sixteen days thereafter. Held, the assignment could not defeat the rights of the child, for at most, it carried nothing but the rights of the wife which died with her; and then by the express terms of the policy, it became payable to the guardian of the child. Knickerbocker Life Ins Co v Weitz 99 Mass. 157

It is not only true that Mr Kiddeck could not by his acts or conduct affect the rights of his family under the said insurance, but his subsequent acts and declarations cannot be given in evidence to affect the rights of the parties under the insurance.

And this, upon the ground that he had no interest in the policy - its benefits were for others - The rule of evidence is familiar - that to admit the declarations admissions or acts of one to be given in evidence, they must be of a party having an interest in the matter, at the time of making the admissions &c - 1 Greenl. § 179 -

In Washington Life Ins. Co v H. Haney 10 Kan. 525 it was held: The declarations of a party whose life is insured for the benefit of another, made ~~as~~ long after the application and the policy cannot be received in evidence against the latter to impeach the truthfulness of the application. In this case the court said "the contract is between the assured and the insurer. The parties are the same whether that which is insured is a human life or a building. There is this difference, that the life being active can by its conduct affect the contract even so far as to annul it; while the building being inanimate and passive, has of itself no such power — but aside from this, the rights and liabilities of the parties to the contract are the same. The party insured is not a party to the record, and therefore her declarations are not admissible on that ground; she is not a party in interest, as the whole benefit and interest enures to the assured; she is not the agent and authorized to speak for him, nor does she come within any other rule by which her declarations can be received against him."

Reported in 4 Bigelow's Insurance Reports 70

The same was held in Rawls v American Mutual Life Ins Co. 27 N.Y. 282. In this case the Court said: "Fish (on whose life the insurance was effected for the benefit of the plaintiff) was not, after the issuing to the plaintiff of the policy in suit, a party in interest in that contract, and could make no statement or admission that would divest the rights of the plaintiff. He was not, in any manner the agent of the plaintiff after the issuing of the policy, and so could not bind him."

If it be true, as we contend, that after the policy was effected, Willis S. Reddick could do nor say anything to the prejudice of the rights of his family under the policy, then it is immaterial and unnecessary to notice any other Evidence taken in the cause other than that which we have already considered.

But if we should, then it will be found that the Evidence of acts & declarations of his, subsequent to the issuing of the policy, on the whole sustain the view that he regarded the policy for the benefit of the family.

Gordon & Crowther

J. G.

Answer when not of defendant's knowledge not evidence. Vide Law Jo. July 1881 p. 441

Wright et al
v. S
Hildick? Fros

Filed 9
Gordon [illegible]
[illegible]

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Claudius W Wright et ux

v Willis S Riddick Exor et als

This suit is brought by the husband of Maggie E formerly Riddick a daughter & legatee of Willis S Riddick decd v. Thomas W Smith and Jno R Copeland Exors & Willis S Riddick, Jno R Riddick, Rosa M Riddick & Lucie C Riddick then Infant children & legatees of Willis S. Riddick decd

1st The Bill alleges that the testator in his life time applied to the Am Life Ins Co of N. Y, for an Insurance on his life for the benefit of his family in the sum of $5000.00 — That the written application in its terms and the signature thereto shew that the Ins sought to be effected was for the benefit of the family of the Insured & not for his benefit

2ndly That on the 25th of Jan 1867 (the application having been made on the 14th day of Jan 1867) the said Co. Issued a Policy of Insurance on the life of said W. S. Riddick for $5000.00 agreeing "to & with the said Assured to pay said sum to his legal representatives within 90 days after due notice and satisfactory evidence of his death.

3rd That the Exors of the Assured after his death received from said Co the amt of said Policy

4th That said Policy was no part of the Testators Est – that the Testator intended the Insurance for the benefit of his family, that he so held and regarded the Policy in his life time – that the application was a part of the Policy; that the Policy should have conformed to the application, that owing to a Mistake the Policy did not conform to the application in making the Insurance for the benefit of the family of the Testator as he intended; That the Policy should be so reformed as to make the Insurance be for the benefit of the family & prays that the Policy may be so reformed and one fifth of said $5000.00 be paid the plaintiff and the balance to the other children of the testator as constituting his family for whos benefit the said Insurance, the Bill alleges was made.

<u>The Answer of the Exctrs,</u>

admits their reception of the Insurance Money & claims that they had the right to do so under the express terms of the Policy which makes it payable to the legal representatives of the Assured. The Answer denies that it was the intention of the testator (intended) to insure for the benefit of his family

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in any technical sense so as to vest the same in them independent of his control or estate; that by the language of the application "In behalf of myself for family" he merely meant for them in the general sense that the fund was for his family as any other estate he might leave would be and no further. That the "application" is no part of the Policy "except so far as the same contained answers which constitute covenants or warranties and that the language in reference to the family is no part of the Policy. That the testator did not as the Bill alleges regard the Policy as the property of his family and not his own property & evidences as proof of the testator's assertion of his own ownership of the Policy.

1st That he pledged it on the 1st of Jan 1875 before the date of his will which bears date July 26th 1875 as security for a loan from the Bank (see Exhibit B) filed with Answer

2ndly That after the execution of his will he made with his own hand writing a list of his choses in action inclusive of this Policy (see Exhibit C filed with Answer)

3rdly That in his will he disposes of "all his bonds notes accounts stock and all other debts due him". & that the only other debts due him not included in the preceeding language was the Policy of Insurance

4thly The testator in his will says I have a book & two note cases &c & also papers and notes in hands of Col Copeland to secure my indebtedness there, my asset I consider about $5000.00 the paper alluded to is paper C which includes the Policy of $5000.00 & the papers with Col Copeland to secure his indebtedness included said Policy of Insurance.

That the will directs that the Real Estate and other Estate be kept together in one common fund to educate & support his other children some of whom are small & this intention if the Insurance fund were now ~~to~~ withdrawn from his Estate would be defeated

The Exors have been removed and the Est of W. S. Riddick has been committed for administration with the will annexed to Jno L Fulgham the Sheriff of the county. The said Admr d b n has filed his Answer, which Answer

1st Adopts the Answer of the Exors as a

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part of his Answer

2nd The appraisement & inventory of the Testators Est which came to the hands of his Exors and of their transactions and the appraisement and inventory of the personal estate are filed with said Answer

3 That it appears from said inventory & appraisement that owing to the insolvency of some of the evidences of debt and that others were not available and are still uncollected; that the Policy of Insurance was chiefly available among the papers deposited as security with the Bank for the payment of the debt, & that said Bank Debt was paid out of said Policy

4th That only Cash Assets to the amount of $1501.44 came to the hands of the Admr. d. b. n for the general purposes of the estate, the other Cash Assets being ear marked as proceeds of sale of specific devises & has been to the extent shewn by his account paid over to the devisee W. S. Riddick Jr who has attained lawful age.

5 That if the allegation of the Bill be true that "the family" took a vested interest under the Policy of Insurance (which the Answer denies) that then

the plaintiffs cannot claim both under and against said will which disposes of the Policy of Insurance as a part of his estate, but will be put to their election.

6th The Answer denies the allegation of the Bill that at the date of the Insurance "the family" consisted only of the children of the Assured but that the same consisted of the children & their mother the wife of the Assured, who predeceased her husband (see E. B. Bmtts Deposition)

Abstract of Willis S. Riddick's Will

1st Five several devises to 5 children severally specific lots or parcels of land valued at $5000.00 each in fee simple, the daughter Maggie to have possession of her portion (Now) and the others on attaining Twenty One except That one lot in the devise to each child in the event that such child die without heirs such lot is "to go back to my other children then living equally"

2nd Directs collection of all choses in action rents &c & after the payment of debts the balance except Maggie's share be deposited in Bank, & out of the whole balance pay the expenses of my four other children until they become of age & when the youngest

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becomes of age balance of personal effects equally divided between all my children then living

N.B. The exception of Maggies portion from the deposit is confined to the rents & income from the land given her

3 Authorizes Exors at discretion to sell during infancy any of the real estate specifically devised to any child (except Maggie) & credit child with proceeds.

4 Expresses desire that all his ~~real~~ estate should be divided equally among his children & directs that if without fault any child should loose part of his real estate in infancy that such child should be compensated out of "the other shares" to make them equal in the general distribution. (Query is the compensation out of the others shares confined to the shares of the real estate or does it extend to the whole estate

5 Appoints Jno R. Copeland & Thos. W. Smith Exors and Guardians of his infant children & expresses desire that daughter Rosa & Lucie remain with their sister Maggie as long as may seem best to all concerned. Will dated July 26th 1875. A memorandum "for my Executors" annexed to will signed by testator but not dated, gives general direction for renting & collecting rents refer

to account book and note cases containing memorandum of indebtedness &c & states that he has "papers & notes in the hands of Col Copeland to secure my indebtedness there. My assets I consider about $50.000 & my indebtedness between 8 & 10.000$".

Maggie has her part of real est now, & my executors have nothing to do with that portion. The balance of the est, is to be Kept together & the proceeds to pay the other four childrens expenses, & when Willis becomes of age he is to have his $5000. worth real est & 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 is left to be divided among the whole of the children then living— This is the meaning of my will.&c

Will probated Dec 18th 1875. & proved with the memorandum to be wholly in the hand writing of Willis S Riddick. No subscribing witness to the will

Date of Application Jan 14th 1867

Date of Policy Jan 30 1867, countersigned Feb 6th 1867

On the date of the Policy the Applicant had a wife & 4 children Maggie, Willis, Jonnie & Rosa. Lucie born afterwards, wife died Apr 21st 1871. Testator died Dec 13 1875

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Note of Argument by Counsel for Exors. Deft.

1st

Mutually

Bliss On Insurance 268

2d Wharton Evidence §1019 - do note §1022

The general abstract doctrine of the equitable remedy of "Reformation" is admitted, but such relief will be granted only where there is a plain mistake clearly made out by satisfactory proof, and the mistake should have been mutual. Bispham's Principles of Equity 421-422, - 193, 194, Vol 2 Part 1st 980 White & Tudor Leading Cases in Equity, says "It is clear that who seeks to rectify must be required to establish in the clearest and most satisfactory manner, that the alleged intention to which he desires it to be made conformable, continued concurrently in the minds of all parties down to the time of its execution, & also must be able to show exactly & precisely the form to which the deed ought to be brought" quoting numerous authorities see notes to Woollam v Hearn White & Tudor as aforesaid ibid page 981 as follows "The rule is accurately given in Tesson v The Atlantic M. Ins Co, 40 Missouri, 33.36, "A court of equity has jurisdiction to reform a policy of insurance or other written contract upon parol evidence, when the agreement really made by both parties has not been correctly incorporated into the instrument, through accident or mistake in the

Sandusky - 1175 §2 -) do policy where taken out by [illegible] the Refus- [illegible] prove mistake - do §53 - Barrett [illegible] - do to [illegible] Ins Co

do 76 Wm. Strong [illegible] Sam'l Barr [illegible] v Chester - Cook [illegible] framing of it, but both the agreement & the mistake must be made out by the clearest evidence according to the understanding of both parties as to what the contract was intended to be, and upon testimony entirely exact & satisfactory, & it must appear that the mistake consisted in not drawing the instrument according to the agreement that was made;—

Ibid 981 Ibid 982 such is the doctrine of all the cases & as to the rigid strictness of proof especially of Gillespie v Moon, 2 Johns C.R. 595 & Mauzy v Sellars, 26 Grat 641 ib 647. in last case mistake was admitted by both parties to the contract

In Carter Trustee v McArtor 28 Grat 356.— ibid 360 & 361 as to the strictness & burden of proof throughout on the complainant, who must rebut the presumption that the writing speaks the final agreement by the clearest and most satisfactory evidence. It must not only appear that the parties entertained a different intention in the first instance but that it was not changed at or before the execution of the instrument; for otherwise, the legal & natural inference is, it was laid aside for that expressed in the writing

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In accord are all the cases quoted by the Plaintiffs counsel in Sansum's Digest of the Law of Insurance 1165-1174 inclusive 3rd Greenleaf on Evidence 13th Ed, § 360 & 363, Title Bill to reform contracts for a full résumé of the doctrine full citation of authorities.

2ndly Said Defendants deny that there is proof of a mutual mistake or of a mistake by either party and such positive denial is made on their sworn answer and hence the full & rigid proof required by the foregoing authorities must be so far increased as to outweigh the denial of the answer

Let us proceed to examine the evidence relied on by the plaintiffs to sustain the alleged mistake & the theoretical. The plaintiffs allege that Willis S. Riddick intended to insure his life for the benefit of his family. That his Application for insurance shows such intention that the Insurers through mistake did not carry out this intention in the policy as the insured expected they would do & believed they had done & that the insured acted on the assumption that the policy had carried out his alleged intention of insuring for the benefit of his family & spoke of & treated the policy as the property of the family

The Application is relied on & shews his intention to insure for the benefit of his family because in answer to the question "To name the person or persons for whos benefit assurance is desired he Answered "In behalf of myself for family" & when asked for the relationship of the beneficary answered "family" & signs the Application Willis S. Riddick in behalf of family.

He no where says that he insures for the benefit of his family; on the contrary he expressly says he insures "in" behalf of myself for family"; that is ignoring the word benefit he uses the word behalf in its place as an equivalent word which it is, vide Worcester (who defines behalf to mean "Benefit; Advantage; Interest"); meaning that he insured for his own benefit for his family; for his family in the same sense that any acquisition to his estate would be for his family; not that his family were to be the payees of the policy on his death; he was to be the direct beneficiary & his family the indirect beneficiary. The litteral meaning of his Answer substituting benefit for the equipollent word behalf is "Insure for the benefit of myself for family" The printed form of Application contains the direction

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Evidence when admissible to explain
contract must not be contrary to
2 - Wharton 59 38

in connection with the first question asked if the wife of the person to be insured is the desired benefici-ary say so & then inquiry is made as to the relationship of the beneficiary to be insured, what more natural if he meant the insurance to be di-rectly for his wife & children than for him to say so. We must there-fore conclude that he meant and intended exactly what he said, towit "I insure for my own benefit for family," in the sense above men-tioned as any other addition to his estate would be for his family. but the bill alleges (what the answer denies) that W S Riddick intended that his family should take the policy as their own independent property and that he did not claim or exercise control or ownership over it. W S Riddick knew what he ~~wife~~ intended by this insurance & whether he intended it to be his own property or to part with the ownership & settle it on his family.

Let us look at his conduct and interpret his intention in the light of that conduct to which the parties have appealed.

X 7 21 We find him pledging it at the Bank as security for his indebtedness

2nd That he made in his own hand writing a list of his choses in action inclusive of the policy (Exhibit C filed with Answer)

3rd In the memorandum annexed by the testator to his will he alludes to the pledge of this policy in Bank for his indebtedness and of its being so pledged at the date of his will.

Col Copeland, Cashier of Bank, proves that the policy was so pledged by W. S. Riddick and that when first pledged his indebtedness to the Bank was $5000.00 & that the Books & memorandum of assets &c including the policy (Exhibits & Book No 4 filed with Deposition B & C of Answer) are in the hand writing of W. S Riddick (see Copelands Deposition)

Wm. Cherry proves (see Deposition) that he is one of the Directors of the Bank, that Exhibit B contains a list of colaterals pledged by W S Riddick to the Bank when he borrowed money on the faith of said colaterals & that he Cherry was shewn the list & colaterals by W. S. Riddick before he borrowed the money.

Thos W Smith (see Deposition) also proves that W. S Riddick not long before his death & after the making of his will told him that the policy

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was as pledged at the Bank & that he & Col Copeland whom he had left his executors must collect the policy & pay the Bank debt

Smith's Deposition also shews that when he told the plaintiff C. W. Wright that he Wright knew that Willis S Riddick wanted the insurance policy money to go to pay Bank Debt as well as he Smith did & that Wright didnot deny such knowledge.

The pledge by the testator of the Policy for the Bank Debt, is thus proved by the Depositions of Smith, Copeland, Cherry, Memorandum B & C and Book 4. (See Deposition of Copeland & Exor's Answer) and Will of the testator (see Memorandum attached to Will) which outweighs the contradictory statements of Claud; W W Wright if his Deposition could be read.

His Deposition cannot be read, because;

His Deposition is in aid of his wife's claim, and is prohibited at common law and by statute

2 note Because he is claiming under a contract between his wife and testator & the latter is dead the Deposition of his wife (Maggie E. is liable to objections No 1 & 2

4th x no inference can be drawn [from] C W Wright's Depositions that the papers were deposited in Banks merely for safe keeping, as the deposit he speaks of was in June 1874 prior to testator's (the testator) indebtedness to the Bank when Copeland speaks of the deposit for security

Willis S. Riddicks testimony is liable to objection No 2.

John H. Wright Deposition is not inconsistent with the Exor's claim to the Policy as a part of the testators estate, as it merely shews the opinion of the testator that the distribution of the Policy would be in accordance with his will, and his children under his will did get the immediate benefit of it, because they got the interest (Wrights second Deposition)

Wright Depositions No 1 & 2 — both refer to statement of testator in reference to a Will prior to the one probated; 1st Deposition speaks of Policy as a "joint Policy which he and his wife had taken out," is inconsistent with the Application, Policy & Bitts Deposition & is in no manner inconsistent with the provisions of the Will probated

Britts Deposition shews only that the witness filled in the Application with the word "Family" because he understood the policy to be for the wife and children — that "in effect," he understood that to be the testators meaning.

X A policy issued upon the life of a Husband payable to wife or her legal representative; three years afterwards Wife dies & on remarriage of Husband memorandum on policy that it should stand for benefit of his then wife et als. Held he could change the beneficiaries who could recover on Husband's death. Lansing page 1529, 81 – Gambs vs Covenant Mutual Life Ins Co,

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N. B. The evidence as to the alleged mistake therefore utterly fails, whether regard be had to the ambiguous language used by Britt, because he thought it expressed the Insurer's intention, or the acts and declarations of the testator.

The testator had the right even if his intention on the date of the Application was to insure for the benefit of the wife and children & alter that that intention before the issue of the Policy the Policy is the final agreement between the Insurer and the insured.

Interest only vest in beneficiary on the completion of the contract in the Policy; until then in fieri. Bliss on Insurance § 318

The Insurer accepted the policy Jan 25th 1867 & held it until his death just before the probate of his Will on the 16th of Sep 1876.

The Insured having accepted the policy on the date aforesaid acted in conformity with it, up to the date of his death, a period of nearly ten years and by his conduct and declarations shewed that the policy was in accordance with his intention.

The conduct and declarations of the testator in conformaty with the policy, are conclusive of either one of two positions;

1st That the policy was issued in accordance with his original intention as set forth in his Application, or

2ndly That if the policy as issued varied from the Application that such variation was in accordance with his wishes, parties from whom no consideration moved come into Court & allege that the testator from whom the consideration moved did not wish the policy as made, & when his act and declarations to the contrary are pointed out, say his act do not bind them, because his admissions are no evidence as he had no interest in the subject.

His act and declarations are evidence of his intentions, no matter when made and are binding on the plaintiffs as in privity with him

2nd Wharton on Evidence § 937, 938 & 939 — 1st Greenliff on Evidence

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3rd Ed, §189, Ibid 113.

The testator's Will operates on his whole estate. After disposing of his real estate he directs that all bonds, notes, accounts, stocks and all other debts due me at my death be collected; This included the policy; see Sansum's Digest of the Law of Insurance §2, Petty v Willson where policy passed under "Stock in Trade & any money that I may die possessed of or which may be due and owing to me at the time of my decease".

§5. Policy passed under "the remainder of all his moneys in what ever it may be, in bonds consols or any thing else".

§6. "All outstanding debts owing passed policy.

If the plaintiff's construction of the policy is true they cannot claim both under the Will and against it but will be put to their election.

The whole scheme of the Will would be defeated by the plaintiffs construction of the policy.

By the provisions of the Will the moneys of his estate were to be deposited for the benefit of the younger children until the youngest attained twenty one years of age.

Whereas the plaintiffs construction would withdraw $5000.00 from this fund at once & thus by depriving the younger children of the interest on this fund, and defeat the ~~[illegible]~~ cherished object of the testators bounty.

The Will written wholey by the testator.

The relief failing on the ground of <u>Mistake</u>, there is no other ground for relief, because that would be to allow oral testimony to vary a written contract, which is not permitted.

1st Greenlief § 275.

2nd Whorton on Evidence § 920, 936

Stevens Digest (Reynolds) § 90.

N.B. Rule forbidding oral testimony to be allowed to alter written Contract does not apply in the state of Penn.

2nd Whorton on Evidence § 1019r

1st Perry on Trusts § 226.

Hence the Penn Cases quoted by Plaintiffs counsel have no force in Va

Patten Ambiguities cannot be explained by parol.

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1st Greenleaf § 297
2nd Wharton on Evidence § 956
Same Principal as to Wills
2nd Wharton on Evidence § 992

The cases quoted by the Pltffs counsel are controversies between the Insured, & the Insuring Co, where by the mistake, negligence, or design of the Co injury resulted to the Insured Who complain & demanded a reform which was granted after the mistake savoured of, or amounted to fraud. Some of these were Penn. decisions, where great latitude is allowed in parol testimony in alteration of Contract. (see authorities on page lines 25 & 26)

Many of the cases quoted were fire risks, where the Agt. of the Co, by mistake made variations from the Application to the injury of the Insured.

The Plaintiff Counsel argues the case on the theory that there is full proof that the Insurance was for the benefit of the wife and children which the evidence not only does not prove but establishes the reverse

In N.Y., & some of the other states in which the cases quoted occur there are Statute provisions in reference to Insurances, for "the family"

"Family" is not a technical word, & has no definite meaning & is variously construed according to the context.

2nd Lomax on Exors P 49,

2nd Jarman on Wills * Chap 29, P 26. to 32/

After shewing the different constructions that have been placed on the word does lay down the law as stated by Plaintiffs Counsel that "a gift to the family will not be held to be void for uncertainty, unless there is something special creating that uncertainty" but at the section states that every case must depend upon its peticular circumstances.

This is so indefinite a rule as to be impracticable & is the opinion of the writer unsupported by special authority & nearly amounts to this that a bequest to a family is good when the

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context or surrounding circumstances will explain the meaning.

2nd Redfield on Wills '71 in effect lays down the same law but quotes no American Authority

It is submitted that even if the word family had occured in the policy or by Reformation is to be inserted therein, that as it was used when the wife was living and was intended according to Britts testimony to include her; her interest on her death passed to her husband, 24th Gratt 509.

Mutual Benefit Life Ins Co. vs Atwood's Admx.

It is submitted that the letter of the Sec, of the N.Y office as to the fact stated is nearly negative and his opinion on the legal question that whether the policy was for the benefit of the Insurer or his family at the Admr of the Insurer could recover the premium, is not evidence because he is not shewn to be a legal expert.

This is not the law in N.Y according to Bliss 521, Where it is stated that under the N. Y. Code the beneficiary after the death of the Assured is only entitled to bring the action.

This would be the law in Va under Chap. Code of Va 1873 in reference to the right of parties secured a benefit under a statute, to sue on the same tho: not named therein

C. B. Hayden and
Wilbur J. Kilby, Counsel
for defendants.

Wright &c
vs
Riddick's Exor

Note
of
Defts Counsel

Wright &c v Riddick &c

I see no necessity of adding any argument in reply to notes of argument of defendants counsel: With all due respect, I submit they have not met the positions taken in my notes, to wit

1. That the application and the testimony connected therewith show clearly that Mr. Riddick intended to insure his life for the benefit of his family. and that if the policy had been made according to this intention it would have provided that the insurance money be paid "to the legal representatives of Willis S. Riddick for the benefit of his family" instead of its present terms, "to the legal representatives of Willis S. Riddick"

2. That if the above position be true, then it is also true that a Court of Equity has the power, and will correct the mistake; and treat the policy as if that had been done which was intended to be done - and if necessary, reform the policy.

3. That if the policy had been written as intended, that is, if it had made the insurance money payable to the

legal representative of Willis S. Riddick for the benefit of his family, then Willis S. Riddick could not by any words, declarations or acts, have defeated this provision for his family — that is, he could not have assigned or pledged the policy or converted it to his own use.

If these three propositions be true — and it seems to me, both as to the facts and the law, they are undoubtedly true — then the whole fabric of the argument of defendants' counsel must fall.

It certainly would be illogical to argue that the assured treated the policy as his own — for his own benefit — that the will included choses in action, and therefore included and disposed of this policy — that the will having disposed of the testator's choses in action, it disposed of this policy, and thereby put the beneficiaries under the will to their election.

Admit that the policy was for the benefit of his family and not for his benefit — then his treatment of it, whatever it may have been, would not have affected the rights of his family — then it would not have been included in his choses in action — then it would not have been disposed of by the will unless expressly mentioned, and then the beneficiaries under the will would not have been put to an election — as parties taking under the will are not put to an election unless their own property is by the will clearly disposed of.

This is a suit between the family of the assured and his personal representatives to have the policy treated or reformed as it was originally intended by him — And the question is whether the insurance money shall go to the family or to the personal representatives of the assured. It is not a question of convenience or inconvenience — but of rights —

Without further remarks we submit the case —

J. F. Crowther
Esq.

Wright v 3

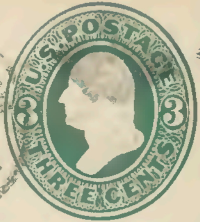
Huddersfield

2d note of

J. J. Crooker

P. G.

Return to GODWIN & CROCKER,
P. O. Box 60—PORTSMOUTH, Va.,
If not delivered within 10 days.



5

Jno R. Kilby Esq
Suffolk
Va

certified freight
by
Riddick's Exp

1877. Nov 5th Filed
clk

JOHN R. KILBY. WILBUR J. KILBY.

OFFICE OF JOHN R. KILBY & SON,

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

Attorneys At Law,

Suffolk Va., 2d May 1877

J. H. Crocker Esq

Sir

I went to the clerks office to look at the case of Wright Surfe v. Riddick Ex. & find the Coby of the Policy of Ins & application not in the papers. Mr Prentis did not know where they were unless you had them, he wants to know if you have them —

I also examined the "consent" as to the use of the copies, no doubt he wright wrote down as understood, but it covers more than I intended, & I wish to make a modification of the "consent", I meant to consent that the copies might be used the same as the originals, I see it is entered to be used as evidence, this may be that it is all the "consent" means, but for fear of misunderstanding I at once call your attention to the matter, say I consent that the Copies may be used for all purposes that the originals could be used for — but I do not admit they are evidence,, about which we may differ — I desire you to endorse on this that the modification herein is assented to. Return to be filed in the case,

Yrs truly
John R Kelly

[illegible] Va. May 3rd 1877

Jno R. Kelly Esq

Dear Sir

I have the copy of Policy and application alluded to in yours above. I withdrew them during court with the view of showing them to Mr. Henderson expecting to return them during the term, but I did not have time to see Mr. H. Your understanding of it the copies of the Policy & Application, were admitted to proof by consent in lieu of the originals, subject however to all objections & exceptions to which the originals were subject, is true. The consent did not go further than as you have explained above. Respectfully

[illegible]
for [illegible]

HENRY J. FURBER, *President.*
JOHN H. BEWLEY, *Vice-President.*
GEO. L. MONTAGUE, *Secretary.*

CLAIM DEPARTMENT.
S. S. HERRICK, Manager.

NORTH AMERICA LIFE INSURANCE CO.
17 and 19 Warren Street,
New York, July 7 1876

Messrs Godwin & Crocker
Counsellors &c.
Portsmouth Va.

Gentlemen

We have your favor of 29th ult. relative to Riddick policy — It is impossible for us to determine whether an error was made in writing the policy or whether there was some request relating thereto — It is the usual rule, and may be said to be almost the universal rule, to write a policy in accordance with the request in the application — Occasionally legal objections or a special request by the applicant may furnish grounds for a variation in the policy from the application — In this case we have been unable to find any such request, nor do we see any legal objection to the form of the application — Under either form of expression payment would properly be made to the Exrs or Admrs — In the absence of any actual knowledge of a reason for the difference of expression, it would seem out of place for us to express any opinion as to the legal effect of the contract as made —

Respty. Yours &c.
S. S. Herrick Mngr.

It is agreed that the foregoing within letter of S. S. Herrick, manager of North America Life Insurance Co, dated at New York July 7th 1876 addressed to Godwin & Crocker may be read as evidence on behalf of the plaintiffs in the Chancery Suit depending in the Circuit Court of Nansemond County, whereof C. W. Wright and Maggie E. his wife are plaintiffs and John R. Copeland and Thomas W. Smith Executors of Willis S. Riddick and others are defendants.

Godwin & Crocker and
Jno H. Wright for the
plaintiffs —
John R. Kilby for defts

Wright

v

Riddick

Dear Judge.

I beg to put these papers in your hands in order to submit them in vacation.

It is a case for hangemend.

Respectfully

J. F. Crocker

Feb 15 1882

Sent to me on 17th Feby

To Col Jno R. Copeland and) Executors of
Thos W. Smith Esq (Willis S. Riddick Decd.

This is to give you notice that I claim the interest of my wife (formerly Maggie E. Riddick) in the Policy of Insurance on the life of the late W. S. Riddick the same being one fifth of the said Policy or the sum realized from the same, and I hereby forbid you to apply the same to the payment of any debts due by the said Willis S Riddick Decd.

Suffolk Va
April 5th 1876

Claud W. Wright

No 2

R. H. Foerstal & Co.
Philadelphia

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.

1st Cully Lot & Stables on Franklin St.	(Valued)	$2500:00
" Kinyon tract 20 acres	"	600:00
" 3 vacant lots on E. Side Holladay St. 2 sold	"	330:00
" 2 lots on Fair Ground, sold by C.W.W.	"	330:00
" Prospect tract of land (280 acres)	(bal: due on it)	900:00
" All my household & Kitchen Furniture		300:00
		$5000:00

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

2nd Clarke Cottage. West side Pinner St	$1200:00
" Julius Godwin Lot on Pinner St	800:00
" Geo: T. 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 Luke)	1400:00
	$5000:00

No: 3 Jno: B. Riddick's Share Real est:

3rd Dr: Tatem 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: Pinner & E. Washington Sts:	800:00
" Lot on Back St: adjoining Jordan Thompson	400:00
" Henry Foreman Lot: on Fair Ground. (Norfolk Road)	500:00
" Pitch Kettle Farm of 60 acres	600:00
	$5000:00

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.	1500:00
"	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: Kilby St	1400:00
"	Jordan Lot: Cor: Holladay St.	600:00
"	3 Lots: Tynes St: on Fair Ground	600:00
"	Coston Lot on Holladay St	600:00
		$ 5000:00

6th: 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 Jobe 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 Nansemond (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 unforseen disaster by fire or otherwise, (not from their own fault) one should be more unfortunate than others & loose part of their real estate in infancy, that enough be reserved of such 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 (Seal)

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 <u>only by the month.</u> 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 months 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 Act: 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 assetts, I consider about 50:000 $ & my indebtedness between 8 & 10:000 $.
In case Mrs: Elenor 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 Childrens 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 Nansemond County, the 18th: day of December, 1875:

S. H. Frimstal & Co.
Philadelphia

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. H. 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 ordered to be recorded as the true last will and testament and memorandum of the said Willis S. Riddick, deceased. And on the motion of John R. Copeland 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 L. 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. Copeland and Thomas W. Smith for obtaining a probat of said Will and Memorandum in due form.

Teste,
Peter B. Prentis. Clerk

A Copy.
Teste,
Peter B. Prentis. Clerk

Nansemond County Court Office
September the 28th: 1876

Xn'd

Willis S. Riddick's
Will

(a Copy)

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON John R. Copeland and Thomas W. Smith, Executors of Willis S. Riddick, deceased; Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick: the last named four being infants, under twenty-one years of age,

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, 1876 (this month) ~~next~~, *to answer* a *Bill in Chancery, exhibited against* them *in the said Court by* Claudius W. Wright and Maggie E. his wife.

and have then and there this Summons. Witness, Peter B. Prentis ~~WILLIS E. COHOON~~, *Clerk of our said Court, at his office, this* 2nd *day of* September 1876, *in the* 101st *year of the Commonwealth.*

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

September 2nd 1876 Executed and a copy of the within delivered to John R. Copeland and Thomas W. Smith, Exr of W S Riddick decd

F. H. Rawls Deputy for
J. L. Fulgham Shff

Godwin & Crocker p.q.

Claudius W. Wright
and Maggie E, his wife

vs } Sumo. in Chy.

Willis S. Riddick's Exors.
&als.

To Septr. Rules, 1876.

Pro: B. No. 1. Page 93.
Cir: Co

Virginia:

At Rules, in the Clerk's Office of the Circuit Court of Nansemond County, on Monday, the 4th day of September, 1876.

Claudius W. Wright and Maggie E. his wife . . . . Complainants.

against } In Chancery

John R. Copeland and Thomas W. Smith, Executors of Willis S. Riddick, deceased; Willis S. Riddick, John B. Riddick, Rosa M. Riddick and Lucie C. Riddick: the last named four, being infants, under twenty-one years of age . . . . . . Defendants.

On the motion of the Complainants, by Counsel, Peter B. Prentis is appointed guardian ad litem, to defend the infant defendants in this suit; and it is ordered, that the said guardian be notified of his appointment, by serving upon him, a copy of this order.

Teste,

Peter B. Prentis. Clerk

1876. September the 4th: I hereby acknowledge service of the foregoing order, and that I have received a copy thereof

Peter B. Prentis

gdn: ad litem

Wright &c.

vs

Riddick's Exors: &c.

order app'tg: g'dn: ad litem to infant defts.

Costs.

Clk: sum^d 25
(b) copies 75
Notes 18
do 18
attn 10
Bill do. 80
[illegible] 50
or Sh. Co. 2 cm 56
fil; rec: 15
[illegible] 50
50
or: Sh. Co: 2 cm 56
fil: 1 copy 15
fil rec. 50
[illegible] 50
Cle Bill . 1.50
Cy rec: 1.50
Costs . 5.60
Copies [illegible] 15.00
$27.08 clk
16.50. atty fee
SHff:
1.00
$44:58

Coste

List of Collaterals left at Bank.

~~[illegible]~~. Aug 18/75

15 [illegible] Bank Stock	$ 1680
J. [illegible] note	5250
J. [illegible] Goodman note	785
J. [illegible] Carney note	1965
Bank Certificate note	1465
R. P. Carney note	4300 Aug
	15445
Life Policy	5000
	$ 20,445

Also given as Collateral [illegible] note at Farmers Bank for ~~[illegible]~~ [illegible] Dec 7/74.

$ 5[illegible]

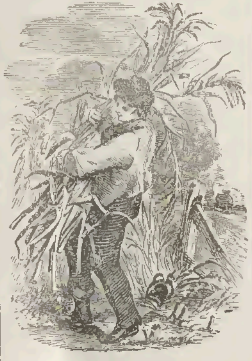
[illegible]

The above notes are secured by deed of Trust on real estate belonging to me

[illegible]

Due $ 20,445 Aug 7/5

$5000.00

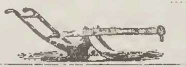


SUFFOLK, VA., July 19th 1875

Sixty Days after date I promise to pay unto Myself or order, negotiable and payable at the Office of Discount and Deposit of the **FARMERS BANK OF NANSEMOND,** in Suffolk, without offset Five Thousand Dollars, ——— Cents, for value received; and it is agreed upon by the parties that the interest on this Note shall be at the rate of — per centum per annum, payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Willis S. Riddick



5711 17/20 Sixty

Willis S Reddick

383

384

Jany 1/75

List of Collaterals left at Farmers Bank.. to secure a debt for ~~[illegible]~~ 7000 of due ~~[illegible]~~ said Bank.

viz-

15 shares Bank Stock	$1680
J. R. Knight note.	$ 5250
J C Goodman note	785
J C. Carey note	1965
H. C. Careys note.	4300
Clark Chatfields note	1465
Life Policy	5000
	$ 20,445
	1945
	$19,500

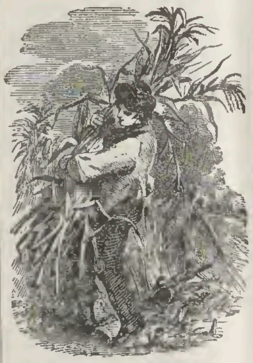
The above notes are secured by Deeds of trust on real estate and shingles &c.

Willis S Riddick

6068 19/22 Nov.

$ 5000 00/100

SUFFOLK, VA., Sept. 20th 1875.



Sixty Days after date I promise to pay unto Myself or order, negotiable and payable at the Office of Discount and Deposit of the **FARMERS BANK OF NANSEMOND,** in Suffolk, without offset Five Thousand Dollars, ——— Cents, for value received; and it is agreed upon by the parties that the interest on this Note shall be at the rate of .... per centum per annum, payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Willis S. Riddick

Willis S. Riddick

List of

Collaterals.

Left with Br.
Bank. by [illegible]

7726
4150
3610
3750
7366

25 —
5 —
2 00
5 21
39 25
15 50
49 25

Rent and acct
book Jany 1/75

64
1 00
26 00

3000
1500
2500
1250
2500
2000
$ 302.50

$2050

325
5 50
330 50
352 50

10

150
40
60

190
150
.40

150
25
175

"4"
Files with Ex Prof
J R Copeland
Jno M. Wright
N. P.
april 7th 1877

	2.75
P.D. Claugh for ...	10.00
P. H. Costen	
apl 13. Order ...	10.00
	75 00
By ...	

Cash pd ...	5 00	
	20 00	1st House
	15 00	
	$90.00	
Cash ...	15.00	
Cash ...	50.00	
	25.00	
	15.00	
By bill	132.00	

Capt Geo. T Parker
To Rent for 1874 $ 119.33
" Rent for 1875 120.00
By cash of J.R. $ 42.19
By Cash Self 46.00
By Charge fee 1.00
By cash Self 30 $ 119.33
Settled for 1874
To Rent for 1875 $ 120.00
By Cash $ 10.00
July By cash 10.00
May By note N. ward $ 44.92
" " Cash -.08 65.00
$ 55.00
By cash $ 10.00
Bal due $ 45.00

$ 77.66
41.50
36.16

R. H. Carter
By cash 15.00
$ 56.30
By building account $ 51.30
Due May 24 1875 $ 5.00
Chk. May 29th 20.00
12.00
6.00
16.00
Settled
June 26th cash in full 9.00
$ 85.00
Cash
By building Mr. Obey Chapman $ 75.00

May 17 1875

Grant & Fortune Dr

	To note ad. Jan. 1 [illegible]	100 00
	By [illegible]	67 43
	[illegible]	$ 32 57
	By [illegible]	
	[illegible]	$ 32 57

Davy White Dr

	To cash	$ 9.00
	Chk	27 00
		$ 36 00
July 24	By note on [illegible]	$ 36 00
	By [illegible]	11 00
Aug 1	To [illegible] cash 6% Paid	11 00

1875 Geo W. Kidd Dr

May 31	Cash lent	$ 20 00
	By [illegible]	

Wm. Whitfield

	To 1/2 Keg paint	$ 5 00
July 3	Cash lent	20 00
	By [illegible] 3 00	
July 12	Cash [illegible]	10 83
17	Cash	5 00
2[illegible]	Cash	5 00
24	Cash Chk	20 00
		69 03
		5
July 20 [illegible]		$ 64 03
	By [illegible]	$ 64 03

Settled

Mr R. Barthew Dr

To rent for 1875	$ 160 00

Dr F. W. Tatum [illegible]

To rent for 1874. Bal.	77 65
" Rent for 1875	150 00
Jany 4th By cash to C W W $38.00	
" Anna [illegible] 3.50	
" [illegible] 1.00	
Settled to 1st Apl by note	
1 qr [illegible] July 1st	37 50
1 qr [illegible] Oct 1st	37 50
1 qr [illegible] Jany 1876	37 50
	112 50
Cash by order	19 00
Bal due	93 50

187[illegible] Sept 26th
Given to [illegible] for [illegible]

112 50
19 00
93 50

James Butler Dr

~~To rent for 1874 $ 100 00~~ pd

" rent for 1875 100 00

E. W. Blanks Dr

To rent for 1874 bal	$	50 00
~~" " rent for 1875~~	~~$~~	~~100 00~~
By Oct 1st $25.00		25 00
[illegible]	$	25 00
* Rent for 1877	$	100 00
By painting [illegible] 43 00		
Bal due [illegible] 1st [illegible] 7 00		

P. ~~Bal due 1st [illegible] $7 00~~

pd ~~1 qr due 1st July 25 00~~

1 qr due 1st Oct	25 00
1 qr due 1st Jany 78	25 00

By [illegible] cod. 15 33 (50)

48 67

Jas W. Clarke Dr

To rent for 1875 $ 100 00

To 110 bbls corn $325 325 00

By 10 bbls delivered $3.00 [illegible]

[illegible]

[illegible]

[illegible] 217 50

[illegible] 207 50

[illegible] 213 [illegible]

[illegible] 61 [illegible]

[illegible] 1[illegible]8 [illegible]

By cash 70 00

$128 00

1 42

129 42

20 00

[illegible] $9 42

10 pd [illegible]

Cash

pd ~~1 qr due 1st Apl 75~~ $ 25 42

pd ~~1 qr due 1st July~~ 25

1 qr due 1st Oct 25 00

1 qr due 1st Jany 76 25 00

pd ~~[illegible]~~ 70 [illegible]

Aug 17 By note at Bank 110 00

[illegible]

bal due on note [illegible]

for [illegible]

By 2 bbls corn $6.00

Bal due $44.0[illegible]

Mrs Obery took poss[illegible]
August 1st 1875
at 5$ per month rent

If she [illegible] after [illegible]
she is [illegible] to pay
on [illegible] payment 4 or
after [illegible] rent
up to the time she
makes the payments.
& to give deed of Trust on
the lot for deferred payments

Mrs Obery orders me
25$ for board

Julius Godwin & wife
To rent for 1875 $ 120.00
[illegible] By cash $ 45.00
July [illegible] By cash 15.00
$ 60.00
To 4 Cords wood 14.00
$ 134.00
60.00
$ 74.00

Paid

(Note)

Mrs. H Bassett Dr

To rent for 1875 $ 175.00

~~Balance [illegible] [illegible]~~

~~By cash [illegible]~~

By 2 qr rent 87.50

Bal due on acc 4.50

179 50

87 50

due to 1st Jay 76 $ 92 00

By cash $ 12 50

Bal due $ 79.50

Mch 1 By Cash to Col. 40 00

$ 39 50

Mrs Kitty Jones Cr

To bal rent for 1874 100 00

Rent for 1875 150 00

By cash (Cole) $ 25,00

" [illegible] 40,00

" Cash 30 00

Bal due [illegible] 5.00

P ~~Bal due for 1874~~ $ 5 00

P ~~1 qr due 1st Apl~~ ~~37 50~~

P ~~1 qr due 1st July~~ ~~37 50~~

1 qr due 1st Oct 37 50

1 qr due 1st Jany 76 37 50

~~By cash 20 $~~

~~Cleaning Well 2 1/2~~

~~whitewashing 1 1/4~~

Sept 20 Cash 3 14 1/2

$ 75 00

Nov 15 By cash $ 25,00

1876 May 1 " Ape 12 77

" " " Cash 37 23 $ 75 0 0

Settled for year 1875

(quarterly)

Josephus Gardner & Bro

To rent for 1874 [illegible] $ 25.00

~~rent for 1875~~ ~~$ 2.00.00~~

By Cash $ 25.00 $ 25.00

Settled

[illegible] quarterly

Jany 1 ~~To rent for 1875~~ ~~$ 200.00~~

Apl 1 By cash $ 50.00

~~To 1 qr due 1st July~~ ~~50~~

~~To 1 qr due 1st Oct~~ ~~50~~

1 qr due 1st Jany 76 50.00

Paid

Augt 13/7[illegible]

London Reddick $ 1 00
Cash
Augt 13 7 00
By work $ 8 00

London Reddick Dr
To rent for 1876

Jany	$ 6 00
Feby	6 00
March	6 00
April	6 00
May	6 00
June	6 00
July	6 00
Augt	6 00
Sept	6 00
Oct	6 00
Nov	6 00
Dec	6 00
	$ 72 00

London Reddick Dr

To rent & premium for 1874 bal	82 15
Rent for 1875	72 00
To cash	2 00
" Cash	2 00
Order	3 00
Nov. Order	3 00
Nov 25. Cash	2 00
12 Cash	2 00
	168 15
Dec 11 By work to Dec 1/75	160 00
bal due for 1875	8 15
To cash	30 00
	38 15
Dec 24 Order to Jones	7 00
	45 15

Settled 1874

To rent for 1875	72 00
By work. ~~[illegible]~~	26 85
	45 15
Feby 13. To cash	2 00
20 Cash	2 00
27 Order Jones	2 00
Cash or Cash	35
Mar 6 Cash	2 00
13 Cash	5 00
23 Cash	50
27 Cash on [illegible]	12 00
Apl 3 Cash	3 00
10 Order Jones	2 00
17 Order Jones	3 00
24 Order J W S	3 00
May 1 Order Jones	2 00
	85 00
By work [illegible]	103 50
May due Reddick	18 50
" 8 by cash	10 00
	8 50
May 15 By work	2 25
	10 75
" 18 To due bill - pd	10 75

Settled 1875

Rent [illegible]

Settled [illegible] paid

Nov 15. To cash $1.00
Cash overpay 75
$1.75
By days work 100

Oct 4 By 3 days work

Sept 10 By ...

Henry ... 5.50
To cash 2.50
This week
3.50

Aug 14 By work 4.50
To cash 2.50
By cash 5.00
To cash 3.00 2.00
By work 5.50
To cash 5.50
Sept ... 1.00

Henry Foreman
To rent for 1875 $60.00
To cash 2.00
Mar By work 5.00
Apl 3. " work 4.00
" To cash 1.00
" " Check 2.00
Apl 12. By work 6.00
To bal due for 74 5.00
$70.00
Pd. 1st inst 15.00
55.00
5
50.00
Nov 1 By ...
To cash 1.50
Aug 1 By work 5.50
" To order 2.50
" By work 1.50 7.00
1.00
By work 4.00
5.00
5.00
1.50

Johnson Gray farm Dr

1875 Apl 1.	Date land	$ 590 00
	[illegible]	30 00
	[illegible]	$ 624 00
		1 00
		$ 625 00
	J R K.	10

Expenses to add & Int to farm

[illegible]

Aug 20	[illegible]	1 50
	[illegible]	4 50
Aug 2	[illegible]	3 00
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	$ 95 87
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	66 37
	[illegible]	[illegible]
	at John Gray farm	$ 3 [illegible]

Lewis Purdie Dr

	To ~~Rent for 14 months~~		32 50
	~~Rent for 1875~~		~~[illegible]~~
1874	June paid	5,00	
	July paid	5,00	
	August	2,00	
	Sept.	2 50	
	Oct	3 00	
	Nov		17 50
	~~Dec~~		
	Due for 1874		$ 15 00

1875 Harrison Boone Dr payable monthly

Jany 1	To rent of Noah Ward lot	$ 45 00
Jany		
Feby		
Mar		
Apl		
June		
July		
Aug		
Sept		
Oct		
Nov		
Dec		

Cash lent 2 00

6 [illegible]

Henry Dean [illegible]

To Rent for 1874 ~~[illegible]~~ premium	26 00
Rent for 1875	48 00
June	4 00
July	4 00
Dec 2	3 40
Dec 26	3 00
Jany	2 00
Feby	2 00
March	2 00

Bal due for 1874	$ 5 60
Jany 1875 due	4 00
Feby " "	4 00
March " "	4 00
Apl " "	4 00
May	4 00
June "	4 00
July "	4 00
Augt "	4 00
Sept "	4 00
Oct "	4 00
Nov "	4 00
Dec	4 00
	$ 53 60

July 1. By amt from D C H	18 00	
Sept [illegible]	2.00	
20 [illegible]	2.00	
25 . work .	1 50	
Oct 9 [illegible]	2.75	26 25
		$ 27 35

[illegible] D [illegible] 3 00

" " work 25

Wm Henry Johnson Dr

Rent for 1873 bal		04 82
Rent for 1874 bal		21 00
Rent for 1875		48 00
		$ 73 82
By Cash	5.00	5 00
		$ 68 82
Bal on last year Given J. R. Knight		20 82
Rent for 1875		$ 48 00
~~[illegible]~~		
~~[illegible]~~		
By [illegible]		28 00
[illegible]		$ 20 00
Augt 2 To cash [illegible]		1 25
" order [illegible]		3 50
By wood $6.25		
Augt 14 To order		1 50
Oct 30 By work $4.00		
Nov 6 By wood 5.00		
15.25		
To order [illegible]		5 00
		$ 31 25
		15 25
		$ 16 00
By [illegible] [illegible] [illegible]		

Redmond Parker

	Rent for 1874 bal		26 00
	Rents for 1875		45 00
	By cash	4 00	
	By Steven	4 00	
	By cash	5 00	
Feby	By Cash	4 00	
Mar	By order	4 00	
Apl 20	To Cash 1/2 do [illegible]		2 00
	By ditching	6 00	

	~~Bal due for 1874~~		~~8 00~~
p	~~Jany 1875 due~~		~~4 00~~
pd	~~Feby "~~		~~4 00~~
p	~~March "~~		~~4 00~~
	Apl "		4 00
	May "		4 00
	June "		4 00
	July "		4 00
	Augt "		4 00
	Sept "		4 00
	Oct "		4 00
	Novr "		4 00
	Dec "		4 00
			36 00

8th Apl 76 17

John Sparkman from 1st April

Rent for 1874 bal. 35 00

Rent for 1875 48 00

By Apl 4.00

May 4.00

June 4.00

July 4.00

Augt 4.00

Sept [illegible]

Oct 4.00

Nov. 4.00

~~[illegible]~~

Jany, 1875 due 4 00

Feby " 4 00

March " 4 00

Apl 4 00

May " 4 00

June " 4 00

July " 4 00

Augt " 4 00

Sept 5 00

Oct 19th 3 00

Left ~~[illegible]~~

~~[illegible]~~

By Cash $5.12 39 00

Gave up keeping Oct 19th 5 12

33 88

By 3 shaves 10 ¢ & Hair cut 25 ¢ 88

33 00

Oct 19. Closed

By cash & bill $5.00

By cash 8.00

By cash 15.00 $28 00

Oct 22. [illegible] in full $5 00

Paid

Kattie Tate [illegible] bought
the lot in 2nd [illegible] at 250 $
payable in 5 equal instalments
of 50 $ annually with int on the
whole amount due yearly.

	[illegible] for lot	$ 250 00	
	Int [illegible] Jany 74		15 00
Jany 1/74	By cash of Kattie	$ 11.00	
	" [illegible]	11 00	
	J W Wright	36 00	
	To bal [illegible]		7 00
	Int on [illegible] 200 $		12 00
Jan 1/75	By [illegible] Kattie	[illegible]	
	By note Capt Wright 17.36		

If she fails to comply [illegible]
[illegible]
to be paid rent

[illegible]

Kattie Tate Dr

	Rent for 1873 bal		$ 7 00
	Rent for 1874		36 00
	Rent for 1875		36 00
Jany 1/74	By Cash	$ 50.00 Cr	
Jany 1/75	By Cash	32.64	
	" Amt from Ins Co. 7.00		
	" Amt note Ins Co. 17.36		

7 $ of this [illegible]

Explanation Kattie Tate

Jany 1/74	Cash to be paid Principal	$ 50 00	
	Int on 250 $ 1 yr to 1st Jany 74	15 00	
Jany 1/75	Cash to be pd principal	50 00	
	Int on 200 $ 1 yr to 1st Jany 75	12 00	
Jany 1/76	Cash to be pd Principal	50 00	
	Int on 150 $ 1 yr to 1st Jany 76	9 00	
Jany 1/77	Cash to be pd Principal	50 00	
	Int on 100 $ to Jany 1/77	6 00	
Jany 1/78	Cash to be pd Principal	50 00	
	Int on 50 $ to Jany 1/78	3 00	
		$ 295 00	
	Jany 1/74. Paid	Cr $ 50.00	
	Jany 1/75. Paid	$ 50.00	

In case she fails to pay any of the
above when due, then she is to pay
36 $ a year rent. She has failed to
pay the int for 2 yrs which is 27 $
now due Jany 1/75.

Principal 250 $
Int 45
295 [illegible]

Henry Smith

To amt up		$ 6 75
Cash		2 00
Oct 10th		$ 8 75
pr boots		2 50
Cash		75
24 Cash		1 25
30 Cash order J W S		3 00
Nov 6, Cash		75
wood		1 00
13. Cash Mr Jones		3 00
27 Cash		2 50
Cash		1 00
		$ 24,50
Dec 4 Cash order Jones		2.00
Dec 11 " " Jones		2.00
		$ 28,50
By wages to 20 days		40,00
		$ 11,50
Cash pd by J W S		2 00
		$ 9,50

Settled by Exe-

Henry Smith Cr

Rent for 1875		$ 36 00
Bal due for 1874		25 00
Cash	1/ 1/	2 00
Cash 50	2/	2 50
Jan 30 Cash	2/	2 00
Feb. Cash	2/ 2/ 1/	5 00
Cash	52/	50
Cash	4/	4 00
Mar 20 Cash	2/	2 00
Cash	5/	5 00
27, do	2/	2 00
Apl 3 Cash		50
Cash		5 00
10 Cash		2 00
17 Cash		2 00
24 order Jones		3 00
May Cash		2 00
9 order		6 00
		104 50
By wages to 1st May 75		$ 60 00
		$ 44 50
May 22 Cash order Jones		3 00
29 " "		1.75
		1 00
June 12 Cash		2 00
19 Cash		2 00
26 Cash		3 00
July 3 Cash		1 00
		$ 62 25
By wages to 1st July		[illegible]
		2 25
July 10 Cash		2 00
17 Cash		2 00
24 Cash		2 50
31 Cash		2 00
Cash		1 00
Sept 4 Cash		2 00
15 Cash		3 00
26 Cash		1 00
7th Oct Board		4 00
		51 75
By wages 1st Oct		[illegible]

Lenny Brothers & son [illegible]

To rent at Canal for 1874 bal		$	24.00
Rent for 1875 [illegible]			~~24.00~~
By cash	$ 9.00		
By cash	4.00		
By Cash	11.00	$	48.00
			24.00
due for 1875 Rent		$	24.00
By cash Sept 6th			3.00
		$	21.00
By cash Nov 6.			2.00
		$	19.00

~~May 1 1875~~
~~R H Coston~~
~~To rent from~~
~~May 1/72 [illegible]~~
~~(for 1 [illegible] 8 mo [illegible]) $ 66.00~~

R H Coston

	To rent from 1st May	64.00
	Amt due May 20th	5.00
May 29.	Check	20.00
June 5.	Order Jones	12.00
12	Cash	6.00
19	"	12.00
26	"	9.00
July 2	"	7.00
		$ 131.00
	By [illegible]	75.00
	rent due	$ 60.00
	By order [illegible]	15.00
	[illegible] due	$ 45.00
	By cash	21.00
Pt. 1st October		$ 24.00
	[illegible] of [illegible]	5.00
	Cash	.50
		$ 29.50
	[illegible]	5.00
		$ 34.50
	By [illegible] W S [illegible]	
	1 [illegible] 1876	31.75
		$ 2.75

Abram Smith at Canal

	To rent for 1874	24.00
	" Rent for 1875	24.00
	" By cash $14.66	
	To cash	5.00
		$ 53.00
	pd on 1874	14.66
	due to 1st 76.	$ 38.34
Nov 19	By 2 bbls corn 3/	6.00
		$ 32.34

May 13/75

Mr. Jordan

	To rent from 1st May, at $8.33 per m. payable monthly	$83.33
Aug 16	By note at Bank 25.00	41.66
Oct 1	By cash 16.66	$21.67
	Bal due	$21.67

(1/2 mine)

Dr P. B. Baker 1/2 Dr [illegible]

	~~To rent for 1875 at $120.00~~	
	rent for 1875	120.00
Aug 1	~~By [illegible]~~	

Elbert Rawles Dr
To rent for 1874 $ 40 00

C. W. Shackelford Dr
Rent from 1st Apl. 75 at $8.33 per month payable quarterly } $ 75 00

June 6 By cash $ 10.00
By draft 16.09
Oct 20 By cash 8.00 | 34 09
40 91

Mch 24 By Cash to Cal. 7.82

Luxt [illegible]
[illegible]

Henry Haan

Bal for rent 1873	18.00
to Apl 74.	12.00

M Jones [illegible]

To rent for 1875	$90.00
4 [illegible] 4 [illegible]	11 66
4 [illegible] 80	1 60

~~Augt 1 Dafden of Eliz~~
~~To 2 or [illegible] $3~~
~~6 [illegible]~~

Ruben Smith owes
me 3 or 4 $ on house

~~Augt 2 Joseph King~~
~~To [illegible] 8 $ Paid 7 00~~
~~[illegible] school [illegible]~~

Randal Whitehead
To [illegible] for [illegible]

Oct 2	~~Rent of house 2 month [illegible]~~	$ 8 00
	~~Mercury 3 [illegible]~~	75
		8 75
Oct 2	By cash of [illegible]	8 75

Nov 4 To Cash to go [illegible] found $ 12 00

1835-

Sept-20 Henry Brinkley for J R K
Cash $14 50

1835-

Sept-18 Jim Brinkley for J R K
Cash $15 00
Bal on old acct- 61
$15.61

Real Est. Lady [illegible]

Maggie [illegible] Wright share

[illegible] Residence 7 st.	$ 2500 00
Kenyon 20 acre land	600 00
3 lots on [illegible]	350 00
2 lots [illegible] ground	35 00
[illegible] land	[illegible] 00
[illegible]	[illegible]
	$ 5[illegible]

[illegible] share

[illegible]	[illegible]
[illegible]	5[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible] 58 acres	1400 [illegible]
	$ [illegible]

[illegible] share

[illegible] Lot [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Lot on [illegible]	[illegible] 00
[illegible]	[illegible]
[illegible] New [illegible] or [illegible]	[illegible]
	$ [illegible]

[illegible] share

Kelly Jones Lot [illegible] St.	$ 15[illegible] 00
[illegible] & Black Lot [illegible]	1500 00
1/2 Jones Store Lot	1[illegible] 00
[illegible] Lot [illegible]	[illegible]
[illegible] Smith Lot [illegible]	250 [illegible]
~~[illegible]~~	
	$ [illegible]

Lucie [illegible] share

Baptist Lot [illegible] St.	$ 1800 00
[illegible] Lot [illegible]	1[illegible] 00
Jordan Lot [illegible]	600 00
3 lots [illegible]	600 00
Corten Lot Holladay St.	[illegible] 00
	$ [illegible]

All other real estate that I now own or may become [illegible] hereafter, I wish sold & placed to general fund by my Executors

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Cost of Fitch Settler farm

Cash pd for Land	$ 635 00
" pd Hale for Land	70 00
" Grubbing 20 acres	200 00
" Fencing	200 00
" New House	410 00
" fixing bridge road	50 00
" Hiring Foreman work	60 00
" Hiring Smith work	60 00
" Surveying, pd Hale	10 00
" Tom Barker work	20 00
" Fixing wall & yard	25 00
" Building Hale house	400 00
	$ 2255 00
By Hale note for farm	1000 00
Cost of farm now $	1255 00
Sold to Lamar	1357 00

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Sept 1875

Dick Young jr Dr

To Cash pd Simon fixing floor	4 37
[illegible] boards	2 63
By 250 ft plk 1/4	

I have promised to Johnson Young 40 acres land at Pitch Kettle for 200$ 25$ of which I owe him for McPhelar Corp. I [illegible] settled given the paper [illegible] and [illegible] Johnson [illegible] to pay Johnson 50$ & not sell him the land. [illegible]

But [illegible] the land sold by Mr Moore Johnson has [illegible] 100$ [illegible] 40 acres [illegible] to Johnson [illegible] settled

I [illegible] Mr Moore to sell the Young farm which I have given to Miller [illegible] [illegible] obtain 150$ [illegible] place [illegible] Miller [illegible]

I have given [illegible] the 20 acre Kuzer land to do as [illegible] pleases with

I have paid [illegible] [illegible] by horse & cart, but [illegible] right is [illegible] [illegible] except the [illegible] [illegible] He cannot be [illegible] for his debts. [illegible] must pay up any [illegible] or [illegible] the [illegible]

Horse & cart security

Mr Washington Luke
is to pay me 90$
rent at the end of
this year 1875.
& quit the farm,
unless he makes a
payment of 1/7 of 1100$
& Int. If he makes
the payment, he is to
remain another year &
if he fail the next
year or any year, he is
to pay the rent 90$
& leave at once

Debts of not much value.

× Thos. Upshaw	5 50
× Bob Gary	40 00
× Thos. S. Bernard	175 00
× Jno T. Reid	10 00
× Anthony Ruffin	3 50
× E. B. Britt	15 49
× Adam Archie	2 75
× R. E. Kelly & B. E. Capt. ...	30 00
× Jacob Skeiter	22 50
+ Wm Murray (2 bbls lime)	4 00
+ Monroe Miles	6 00
+ Old Lewis Spearman Rent	72 00
~~[illegible]~~	
~~[illegible]~~	
~~[illegible]~~	~~[illegible]~~
C. J. Hale	162 50
Sept. 1. J. R. King & Co. Sept	1200 00
	353
Reuben Smith	[illegible]

Debts Due me Jany 1st 1875

Left with Col. Copeland $	~~20,455~~ 00
H. R. Cullys. bond	500 00
~~J. R. Philhower (600)~~	~~900 00~~
~~C. J. Hale~~	~~1250 00~~
~~Mark Riddick "~~	~~750 00~~
~~Johnson Gary " ×~~	~~550 00~~
~~Davis & Atkinson " P~~	~~500 00~~
~~Mrs. Mary Riddick " Pd~~	~~900 00~~
~~M. Jones P "~~	~~1750 00~~
	400
Edwin T. White "	80 00
Jas. E. Riddick "	35 00
× Ro. H. Hart "	110 00
H. E. Smith "	260 00
R. R. Smith "	65 00
+ Exum White "	47 00
~~Jas. W. Clarke " 150~~	~~300 00~~
Jordan Thompson "	480 00
~~Junius Eley pd~~	~~80 00~~
Spenser Hawkins "	100 00
+ W. H. Eley "	337 00
~~Kitty Jones~~	~~75 00~~
Josephus Gardner " P	25 00
~~James Butler P "~~	~~50 00~~
E. W. Blank "	50 00
~~P. P. Baker " P~~	~~60 00~~
~~M. Jones (rent) " Pd~~	~~90 00~~
~~Dick Lynes~~	~~25 00~~
~~C. J. Hale (insurance) "~~	~~17 00~~
× Martin V. Cuddeback	13 00
Pricilla Jones	10 00
× Mollie Wills	15 00
~~Jim Brinkley~~	~~60 00~~
~~F. Atkinson~~ (Paid	~~30 00~~
× George Holland	24 00
+ E. B. Britt	525 00
475	$ 9438 00

Amt debts due me Continued

~~Noah Ward~~	~~$ 65 00~~
× John Boone	40 00
× Ocea. Crump & mother	200 00
× P. Rogers & R. M. Darden	52 00
× Jos. G. Council	10 00
× A. M. Channell.	46 00
× Ocea. Crump	25 00
× Walter Carr	21 00
× Jas. Harrell	15 00
× Merritt Johnson	15 00
Riddick Lafitte	45 00
× Jno. W. Simons	44 00
× Jno R. Livesay	40 00
C. W. Lafitte	87 00
× Jo. R. Mansfield	8 00
× Edward Outland col.	30 00
× J. R. Pepkins dec^d.	325 00
× Henry Pope	35 00
× Amariah Reid dead	5 00
× Matthew Sawyer	4 25
× Dr. H. M Smith dec^d.	325 00
× Ro. Bailey	100 00
× E. M. Browne dec^d.	15 00
× Dick. Sawyer	20 00
~~Dempsey Richards~~	
× Amos. Riddick	3 00
× Arch^d. Riddick dec^d.	550 00
Abram Raby	10 00
~~J. P. Savage~~ pd	~~35 00~~
× Rich^d O. Whitehead	75 00
× A. J. Wilson	10 00
× Timothy Whitehead	25 00
× Sol. Webb col^d.	50 00
× Lewis Purdie	17 50
× Henry Drew.	13 50
× W^m Henry Johnson	25 00
	$ 2492,25

Amt. debts Continued

+ Redmond Parker	15 00
+ John Sparkman	15 00
+ ~~Henry Smith~~	~~23 00~~
× Elbert Rawls	30 00
× Henry Hare	30 00
+ Abram Smith	15 00
× Braddock Spellman	12 00
× W^m A. Riddick	75 00
× Jack Riddick col^d.	5 00
pd Randol Whitehead JRK	12 50
× Peter Rickman	12 00
× ~~Chas. Browne~~	~~12 00~~
× Everitt Tynes	20 00
+ Wilson Norfleet jr	15 00
~~W^m Outland~~	~~30 00~~
	$ 288,50

Amt. bonds on this book

Good bonds	$ 8785 00
Bad "	3433 00
Good - Bonds &c left with Col. C.	18000 00
	30,218 00

I owe about to Bank	$ 6000	
pd " M. Jones about	500	
pd " Other Small debts	500	
pd " Contingencies	218	7218 00
		$ 23,000 00
Off for bad.		$ 3000 00
Personal Estate —		$ 20,000 00
Real Estate to 5 children		25,000 00
Young farm. —		7500 00
Property in Carolina to Burwell given		3000 00
		$ 47500 00
Off for Burwell		3000 00
		$ 44500 00

Real Est. 25,000

Personal &c 22,000 $ 47,000 00

~~[illegible]~~ July 1875

In the Three pages before this is Bad bonds amounting to 3400 00

Guyon Bonds. Given I R H
Considered of No Value. } 1500 00

Gaylord bonds of no value
Given to Burrell } 5000 00

Benton Bonds & others
which I have lost
by security & otherwise } 5100 00

$15,000.00

The above are Considered worthless & is part given away without recourse to me

Willis S. Riddick

I make this memorandum so that my executor may know my wishes in regard to my will &c

I wish Col. Copeland to be Chief Exect. & Cashier, and to be Keeper of all my funds. & Guardian of my Children

I wish C. W. Wright to be equal with Col Copeland as to the pay they receive

I wish C. W. Wright to rent out & Collect all mony due me, and to attend to the real estate & sell it whenever the prices I have named can be obtained, & pay it over to Col. Copeland & let him deposite it to the Credit of whichever Child it belonged to according to my will.

~~I wish Claude to sell the young farm as soon as possible. I do not wish to sell to Lake.~~

~~The amt it sells for is to be put~~ in bank to credit of all the Children, or to my estate.

Willis is to continue school at ~~Blacksburg~~ Norwood this year. & then go to Washington Lee University One year or two if he chooses I have a right to send him there without paying for tuition Then at 21 years of age, he has full possession of the property given him in the will viz the 5000$ of real estate. [5000]

I wish him to go to work. & not spend it, as he will get nothing more from my estate until the Youngest Child arrives at 21 years of age. Then he will share if living, equal with the other Children,

John must be continued at school until he gets advanced enough (in whichever school the Executor thinks best.) Then if he desire it, when he is old enough may go one or two years to the Washington Lee University. But if he should seem disposed to go to work & earn a living here by Clerking or otherwise, after getting a good home education, let him do so, This I leave discretionary with the Executor. Being a Stammerer he may not wish to go to college &c

My two Daughters Rosa & Lenie
I leave in the hands of my
Daughter Maggie. Knowing she
will do all she can for them.
But if she die, [redacted]
I wish my Executor Col. Copeland
to do what might seem best
for them; Hoping the Dear Orphan
babes may be treated kindly
by all. I beg for their sakes
to give them a good education &
to try & raise them kindly.

W. S. Riddick

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R. H. Caten [illegible]

1871			
July 6.	To Cash to date	$ 71	00
	" Cash to [illegible]	16	00
		87	00
	By [illegible]	25	00
		12	00
		5	00
	went to [illegible] another		
	carried to another page	20	00
	By [illegible]	15	00
		5	00
	[illegible]	8	00
	Bal. [illegible]	$ 13	00
	By cash.	13	00

Dick Fanning

July 1. By building [illegible]
[illegible]

$ 50.00

July 1 By cash 25.00

[illegible] 25.00 45.00

[illegible] when [illegible] $ 5.00

July 17. To Cash 25.00

on [illegible] $ 20.00

By [illegible] house [illegible] 65.00

due Dick $ 45.00

By fixing brackets, [illegible] 2.00

$ 47.00

July 24 By Chk in full $ 47.00

Tommy [illegible]

[illegible] 2.50 – 15 – [illegible]

[illegible] cash [illegible] Cash [illegible]

2.00
50
2.25
4.00
2.25
8.75

Paid

$ 17.55 Paid July 17/75

July 17/75

Simon Hall 2 days work [illegible]

[illegible]

Paid

To cash $ 17.15 – 2.54

Cash 2$

[illegible] 3.5
$ 5 [illegible]

[illegible]	6.00
[illegible]	2.00
[illegible]	2.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	5.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	6.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	9.00
[illegible]	2.00
[illegible]	[illegible]
	$ 20.62

Peter White $ 3.15

42 1/2

$4.00

85.90

43
50
50
50
193

250

43.00
50.00
50.00

13,500

160

$160

160

160

32

1800
179.20
169.60

14

All Available Text Successfully Captured

Real Est in Suffolk	13450 00
" " County	750 00
Personal Est in Suffolk & large notes &c	3440 00
Small notes due me	300 00
Whole amount Property $	$ 5835 00
[illegible]	1610 00
[illegible] June 20/70	$ 5600 00

Debts June 20/70

Mrs M S Howell	1360 00
A. Brinkley	830 00
W R Brothers	470 00
Cotton [illegible]	350 00
E B Bristol	200 00
Dr [illegible]	300 00
[illegible]	300 00
All other debts	1[illegible]
	$ 5012 00

$ 60000 whole est

1000 [illegible]

4000 [illegible] notes

65.000

15 [illegible] for debts

$ 60.000

5000 debts

$ 55.000 June 20/70

This is what my property ought to sell for.

[illegible]

Exhibit "I"

APPLICATION

Policy No. 8707

apd
H
appd.
M.

NORTH AMERICA
(MUTUAL)
Life Insurance Company,
OF NEW YORK,
OFFICE, 17 & 19 WARREN STREET.

(*N. B.—Agents will not fill these Blanks.*)

Life of Willis S. Riddick

Examination No.

Sum Insured, $ 5,000 —

Agent,

AN ACT

In respect to Insurance on Lives for the benefit of Married Women.

Passed April 14th, 1858, and amended April 18th, 1866 and 1870.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. It shall be lawful for any married woman, by herself and in her own name or in the name of any third person, with his assent as her trustee, to cause to be insured for her sole use the life of her husband, for any definite period or for the term of his natural life; and in case of her surviving such period or term, the sum or net amount of the insurance becoming due and payable by the terms of the insurance shall be payable to her, to and for her own use, free from the claims of the representatives of the husband or of any of his creditors, or any party or parties claiming by, through, or under him. But when the premium paid in any year, out of the property or funds of the husband, shall exceed five hundred dollars, such exemption from such claims shall not apply to so much of said premium so paid as shall be in excess of five hundred dollars, but such excess, with the interest thereon, shall inure to the benefit of his creditors.

§ 2. The amount of insurance may be made payable, in case of the death of the wife before the period at which it becomes due, to her husband, or to his, her or their children, for their use, as shall be provided in the Policy of Insurance, or to their guardian, if under age.

Kennard & Hay Stationery M'f'g and Printing Co., 89 Liberty St., N. Y.
Edition of April, 1874.

In rebuttal "A"
filed with plaintiff's
bill

and ...

(*Blank No. 1.*)

Application to the North America Life Insurance Company, of New York.

Cal

R Fee $5.

No 1889

These blanks are not to be filled.

For Insurance on the Life of Willis S. Riddick

No. 8707 *Date,* Jany 25 186*7* *Kind of Policy* Life *Amount,* $5000

Age, 48 *Premium, $* 206 00

Payments, 25th Jany

~~N. B. All questions to be fully answered in plain, legible handwriting, and special care must be taken with questions 1, 2, 3, 19, 20 and 23.~~

A.

Question	Answer
1. *Name of the Person or Persons for whose benefit Assurance is desired. If wife of the person to be insured, say so.*	In behalf of myself for Family
A. Residence. B. Relationship.	A. Suffolk Virginia B. Family
2. *Name of the Person whose life is proposed for Insurance. (If a married woman or widow, state also her maiden name.)*	Willis S. Riddick
A. Residence, B. Occupation,	A. Suffolk Virginia B. Agt & Merchant
~~*C. Is the person engaged* IN ANY WAY *in the retailing of alcoholic liquors?*~~	
3. *Place and Date of Birth of the Person whose life is proposed to be insured.* (~~PLACE OF BIRTH. MONTH. DAY. YEAR.~~)	Nansemond Co Decbr 22d 1818 48
4. *Has the party resided in a Southern Climate; what was the state of health at the time; was such visit or residence for the benefit of the party's health?*	Never farther South than Va.
5. *Has the party been vaccinated or had the small pox?*	Been vaccinated never had the small pox
6. *Have the party's Parents, Brothers or Sisters been afflicted with Pulmonary Complaints, Insanity or Scrofula?*	No
7. *Are the party's Parents living; if living, give ages and state of health; if not, of what disease, and at what age did they die?*	Father, died billions fever aged 63 years. Mother, died disease womb & liver " 46 "
8. *If the party's Brothers or Sisters have deceased, state the cause of death and age.*	One Sister died 45 years One Bro. died 28 years Infant sister died 4 years
9. *How many Brothers and Sisters now living, their ages and state of health?*	One Bro. & one Sister Bro 48 years & Sis 36 years Health Bro. good Sister suffering Rheumatism
10. *Has the party had, since childhood, any sickness or disease of a serious character,* ~~*or spitting of blood*~~*?*	Typhoid fever 7 years ago Severe attack
11. *Is the party subject to Fits, Dyspepsia, Dysentery, or Diarrhea, or has he been afflicted with Disease of the Heart?*	Not that I know of Slight case dysentery
12. *What is the present state of the party's health?*	Good
13. *What are now and what have been the party's habits as regards sobriety and temperance?*	Good
14. *Has the party ever met with any serious personal injury; and if so, of what nature?*	None
15. *Name and residence of the party's usual Family Physician or Medical Attendant, to be referred to as to the state of health.* NOTE.—~~In all cases, where a Physician has attended the party proposed for Insurance, within seven years, a certificate must be obtained from such physician.~~	Dr L C Holland Suffo Va
16. *Name and residence of an intimate Friend, to be referred to for similar information.*	Thos. W Smith " "
17. *Has any application been made to this or any other Company for Insurance on the life proposed; and if so, what was the result of such application?*	None
18. *If now insured, state in what Company or Companies, and the amount in each.*	None
19. *Amount of Assurance applied for.* $	Five thousand dollars
20. *Term for which the Assurance is desired.*	For Life
~~21. *Do you desire a Policy issued on the "Tontine" plan? If so, specify whether you select the Ten Year, Fifteen Year, or Twenty Year Tontine Period.*~~	
~~22. *Has the "Tontine" plan, referred to in Question 21, been fully explained to you, and do you authorize the Company to retain the Dividends on the Policy hereby applied for, and to place the same in a Reserve Fund in which you are to participate in accordance with the provisions made by the Company regarding Policies in the class you have selected and not otherwise?*~~ NOTE.—~~This question is to be answered whenever a Policy is desired on the "Tontine" plan, and not otherwise.~~	

21. *Do you wish to pay the Premium annually, semi-annually,* thrice annually *or quarter-annually; whether with or without participation in profits.* and do you desire a loan of one third note +

NOTE ~~6~~.—Refer to *Prospectus*, ("Annual Division of Profits,") and write in appropriate column the word "yes," if it is desired that the dividends shall be converted into an increase of the Policy; neglect to indicate the mode of converting dividend will not prevent the adoption of any mode stipulated, except the increase of the sum insured, and then only in case of impaired health at the time of allotting dividends.

ANNUALLY.	SEMI-ANNUALLY.	QUARTER-ANNUALLY. Loan	WITH PROFITS.	INCREASE OF POLICY.
annually		No	Yes	No

22 — [This refers to weekly compensation & is omitted as useless]

~~24. *Have you paid to the Agent five dollars for registry?*~~

~~I have paid dollars to apply on first payment of Premium, if this Application is accepted. If declined this amount to be returned. If the balance of Premium is not paid on presentation of the Policy, this amount to be forfeited.~~

23 Do you desire a registered policy — Yes

~~25. *Has any portion of the premium been paid in advance, if so, what is the number of the advance receipt, date, and amount?*~~

I, Willis S. Riddick of the Town of Suffolk County of Nansemond State of Virginia Do hereby Declare, that the preceding answers and annexed statements, and the statement made to the Examining Physician, are correct and true, in which is not concealed or withheld any circumstance in relation to the past or present state of my health, habits of life or condition, which may render an insurance on the life of Willis S. Riddick more than usually hazardous, or with which the Directors of said Company ought to be made acquainted. ~~And it is distinctly understood and agreed, that the Policy hereby applied for, shall not be binding on the said Company, until the actual payment of the first premium named therein has been made to an accredited Agent of the Company, and during the lifetime of the person whose life is proposed for insurance; and that this application and declaration shall form a part of the Policy or Contract, between and the said Company. And I am aware that any untrue or fraudulent answers to the queries contained in this Application, or any suppression of facts in regard to health, habits, or circumstances, or neglect to pay the premium on or before the day it becomes due, will vitiate the Policy, and forfeit all payments made thereon, except as specified and agreed in the Company's Policy; and I understand that the duly accredited Agents of the Company are authorized to receive payments when due only upon a printed receipt signed by an authorized officer of the Company, but not to make, alter, or discharge Contracts or waive forfeitures; and that the said Company shall not be liable in any degree in case it declines to grant a Policy on this application, and I hereby further agree, that the said Company, nor its Agents, shall be bound to notify me that the insurance hereby applied for has been declined. And I do further consent and agree, that said Company may re-insure the whole or any part of the risk which it shall incur under any policy or policies which it may issue upon this application, in any other Life Insurance Company, whenever it shall elect so to do.~~

Dated at Suffolk this Fourteenth day of Jany 1867.

WITNESS, E B Britt

SIGNED, Willis S. Riddick in behalf of family

~~*FOR WIFE,*~~

~~*See Indorsement of this Application. Policies under the Statute referred to, cannot be assigned by the wife to a third party.~~

~~Agent at~~

~~Forwarded by~~

× Where the loan is desired the cash part may be paid in annual semi annual or thrice annual payments. Answers may be made by writing "Yes" in the appropriate columns

Copy

QUESTIONS TO BE ANSWERED BY THE AGENT.

It is particularly requested that the Agent will give specific answers to every one of these questions; and if he has anything else to state, he will please do so in his letter to the Company.

1. Has Mr. Willis S. Riddick the Person whose life is proposed to be Insured, appeared before you?	He has
2. Is he in a respectable situation of life?	He is
3. Did you, or any person from your office, accompany him to the Examining Physician, and are you certain that he is the same Person who did appear before him, and who is described in the certificate of the Examining Physician?	I accompanied him and am certain he is the same person described
4. Are you personally acquainted with him?	I am
5. How long have you been acquainted with him?	For twelve years
6. Have you ever heard or known of his being sick or unwell?	Was sick in March 59 I think seriously not since to my knowledge
7. If he has been so, what was the nature of the complaint or complaints with which he was afflicted, and when?	A resemblance to Typhoid fever in March 1859
8. Is he at this time, to the best of your knowledge, in perfect health?	I cannot say he is perfectly healthy yet I consider him moderately so
9. Is his manner of living temperate, and has it always been so?	So far as my knowledge extends has been
10. Are his habits active and regular?	Very Active and regular
11. Does his countenance indicate health?	Not good health & does not much indicate the reverse of it
12. Have you observed any defect in his person; if so, of what nature?	No defect in his person
13. Is there anything in his manners, conversation or appearance which indicates ill health, a feeble constitution, irregular habits, or intemperate living?	There is not, to the best of my judgment His appearance is somewhat delicate
14. Are you able to communicate any information as to the longevity of his parents, and family in general, and the diseases to which they have been most subject; and, in particular, whether any of his near relations have died of Consumption, Asthma or other pulmonary complaints?	His father died at an advanced age sixty odd years) from the want of medical aid, Have heard that the family were long lived, but know little of my own personal knowledge Never heard of any of them dying of pulmonary disease
15. Do you consider, from his appearance, that his age is correctly stated?	I do, at least not understated He looks younger
16. Are you acquainted with the Doctor and Friend referred to in this proposal, and are they persons of respectability?	I am acquainted with them and they are persons of respectability
17. Do you consider him in all respects a fit Person to be Insured, and do you recommend him as such?	I do with this qualification:– While I cannot say this is a first rate risk I am sure it is not below average safety

SIGNED, Henry D Cowper

Dated Suffolk Va Jany 22 1867

~~N. B. The Friend's and Family Physician's Certificates must be furnished.~~

Copy

B.

THE NORTH AMERICA LIFE INSURANCE COMPANY.

~~Questions to be answered by a Friend or Acquaintance.~~

To

Mr. having applied to this Company for Insurance on the Life of refers the Company to you for information respecting his general health and habits of life also in regard to Family. Please, therefore, answer the following questions:

1. How long have you known the person named?	For thirty years
2. Has your acquaintance been such as to enable you to know particularly the party's habits and health?	It has
3. Have you ever heard that, or do you know of, any member of the family being subject to Insanity, Dropsy, Lung Complaints, Scrofula, or other serious diseases?	No
4. Has the party heretofore, or does he now indulge in any practices or habits which have or will impair his constitution and general health?	No
5. Have you any reason to believe that the party has an impaired or a feeble constitution?	None
6. Have you ever known the party to be sick?	I have
7. Is the party sober and temperate and has he always been so?	Yes
8. Is the party healthy, and free from any circumstance tending to shorten life?	I know of no circumstance tending to shorten his life
9. Is the party strong and vigorous?	He is for a person of his size & age
10. Do you consider him a weakly person?	I do not

Dated at Suffolk Va this 12 day of January 1867

SIGNED, Thos W. Smith

~~NORTH AMERICA LIFE INSURANCE CO. MEDICAL EXAMINER'S CERTIFICATE.~~

☞ THE MEDICAL EXAMINER is requested to be very minute in his Examination, and write down the answer to each question fully. ~~Answers made to questions should be written in the exact words of the person under examination. No third party must be present while the examination is being made.~~

Name and residence of the person examined? Of what race? Caucasian or otherwise?	
1. Have you or have you had any affection or disease of the Head, externally or internally, or predisposition thereto?	
2. Have you or have you had Paralysis, Tremors, Cramp or Catchings in any part of the system, or nervous affection of any kind?	
3. Have you or have you had habitual cough, or habitual expectoration; occasional or uniform difficulty in breathing, or palpitation of the heart?	
4. Have you or have you had abdominal disease, externally or internally?	
5. Have you ever suffered from mechanical injury, or Disease of any kind?	
6. Are your Parents living; and if not, of what disease did they die, and at what age?	Father, Mother,
7. Are there any hereditary diseases in your family; and if so, what are they?	
8. Have you had, since childhood, Rupture, Fits, Dropsy, Disease of Kidneys or Bladder, Asthma, Liver Complaints, Palpitation, Fistula, Gout, Apoplexy, Consumption, Aneurism, Spitting of Blood, General Debility, Insanity or Aberration of Mind; and if so, which?	
9. (A) If a Female, state the number of Children you have had? (B) When last confined? (C) Are you now pregnant? (D) Whether any Miscarriages? (E) Are your MENSES regular and healthy? (F) Are there any other uterine difficulties?	(A) (D) (B) (E) (C) (F)
10. Have you had Inflammatory Rheumatism? If so, when and how many times?	
11. What are now and what have been your habits as regards sobriety and temperance?	

I HEREBY CERTIFY that I have true answers made to the several questions propounded to me by the Examining Physician, and I hereby agree that upon the truthfulness of the answers made to him and the answers above written, the insurance on my life shall be valid.

SIGNED,

1. State the Weight, Height, Figure, General Appearance and Measurement of Chest, on forced expiration and on forced inspiration.	Weight, lbs. Height, ft. in. Figure. Gen'l Appearance. Measure of Chest, On Exp., in. On Ins., in.
2. (A) Is the respiratory murmur full, gentle, easy, regular and healthy, and heard alike over and throughout both lungs? (B) Are there any indications of disease of the organs of respiration?	(A) (B)
3. (A) State the rate and other qualities of the person's pulse, standing and sitting. (B) Does it intermit, become irregular, or unsteady at this examination?	(A) STANDING. SITTING. No. Inspirations per minute. (B) No. Expirations per minute.
4. (A) Is the character of the heart's action uniform, free and steady? (B) Are its sounds and rhythm regular and normal? (C) Does auscultation or percussion indicate enlargement, ossification or disease of the heart, of any kind, or of the blood vessels?	(A) (B) (C)
5. Whether abdominal disease, externally or internally?	
6. Has the Party had Inflammatory Rheumatism? If so, when and how many times? Has it left the heart any way affected?	
7. Do you consider the Party in all respects a fit Person to be Insured, and do you recommend the Risk?	
8. Does the appearance of the party indicate habits of sobriety and temperance, or otherwise?	
9. Is there anything in the appearance or habits of the party not suggested by the foregoing interrogatories and answers that renders the subject other than a first class risk for the Company?	

I have this day carefully personally examined the person whose Life is proposed to be Assured, and am of opinion, from present state of health general appearance, and from answers given to the questions above enumerated, that is a fit person in every respect, to be insured at ordinary rates; **and I HEREBY CERTIFY that no person was present at the examination but the party examined and myself.**

SIGNED,

Examining Physician.

Dated at this day of 187

QUESTIONS TO BE ANSWERED BY THE FAMILY PHYSICIAN OR MEDICAL ATTENDANT OF THE PARTY WHOSE LIFE IS PROPOSED FOR INSURANCE.

The Physician answering these questions is requested to be as full and explicit in his answers as possible.

1. How long have you known Mr. Have you been in the habit of seeing the Party frequently, and giving the Party medical attendance, and for what diseases?	
2. Have the Party's Parents, Brothers or Sisters, been afflicted with Pulmonary Complaints, Scrofula, Insanity, or any other disease that tends to shorten life; and, if so, what?	
3. Has the Party any Organic Disease in any part of the body, or is any suspected: and, if so, what is it?	
4. Has the Party at any time been afflicted with Insanity, Gout, Dropsy, Palsy, Apoplexy, Disease of the Heart, Aneurism, Rupture, Fistula, Spitting of Blood, Affection of the Lungs or other Viscera, or with any Organic Disease; and if so, describe the character of the Disease?	
5. Has the Party an hereditary predisposition to any disease; and if so, what is it?	
6. What is the ordinary or average rate and other qualities of the Party's Pulse?	
7. Are the Party's Lungs sound and healthy?	
8. Is the Party's Heart perfectly healthy?	
9. Is the Party now in good health?	
10. Is the Party sober and temperate, and has he always been so?	
11. Does the Party lead an active or a sedentary life?	
12. Does the Party possess a healthy constitution.	

Dated at this day of 187

SIGNED,