1909-061
Nansemond Co (Suffolk) Chancery Causes: Eugene Clifford Wright vs James C. Bidgood, Comt et al

Carney

Will: 1865, William F. Wright, Norfolk County, VA

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of $300 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Stamp here name of Post Office and date of delivery.

Post Office at

SUFFOLK, VA. JAN 30 2PM

RETURN TO:

Name of Sender J. C. Bidgood

Street and Number, or Post Office Box.

Post Office at Belleville

County of Hanover State of Va.

REGISTRY RETURN RECEIPT sent Jany 29th, 1889

Reg. No. 13 from Post Office at Petersburg Va

*~~Reg. Letter~~ / ~~Reg. Parcel~~ } Addressed to J. E. Booker Esq
Suffolk Va

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { LETTER. / PARCEL.

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

J E Booker

* Erase letter or parcel according to which is sent.

Summons	25
Copy 5	78
Rec'd	18
Atty	10
Recpt	18
Rule	50
Entry	35
Filing Bill	15
Exhibit	15
Rule	50
Replication	15
	$3 29
Docket	36
Atty	20
Jay Circ	20
Copy	20
Filing papers	25
Decree	36
Copy Decree	50
	2 07
	3 29
	5 36

Mr J. C. Bidgood

Belville

Nansemond Co Va

BILLSBORO
VA.
10
37

Western Branch Municipal Court
Norfolk County Va
August 13th 1888

Mr J. H. Burgess

To Geo. A Morgan

To 5 Indian Labor on repairs Bridges	@ 1.50		$ 8.25
" 2 " " " "	" 1.50	"	3.00
" Bal on Hauling wood 5 Cords	@ 40	"	2.00
Norfolk County to pd			$ 13.25

Personally appeared before me the said Geo. A. Morgan and made oath that the above account is Correct. Given under my hand this 13th day of August 1888.

J. H. Burgess J.P.

Rec'd Payment
August 13th 1888
Geo A Munger

WESTERN BRANCH

Mr. D. Wright Eugene Co. Dr.

1887.

To the TREASURER OF NORFOLK COUNTY.

To ..... acres land, val. $	State Tax 30c. per $100 for Support Gov.	State Tax 10c. $100 for support Free Schools.	Road Tax 15c. per $100.	County School Levy at 20c. per $100.	County Levy 35c. per $100.	Total Tax
110 1100	330	110	165	220	385	
45 900	270	90	135	180	315	
84 840	252	84	126	168	294	
Personal Property, val. $						
Capitation Tax						
Total	852	284	426	568	994	3124

Penalty 5 per cent. after December 1st, 1887. 156

Received Payment, J. W. Ritter Deputy *Treasurer.* 3280

33[9] Paid on ticket for 1887
assessed Jno. E. Martha A. and Eugene & Wright
90 acres $90

100
$1.00

J W Rullin Deputy Treas

Letter of Advice.

MERCHANTS & FARMERS BANK,

Portsmouth, Va., Oct 4 1890

J. C. Bidgood Committee
of Eugene C. Wright Your account has credit this day for
Ninety two 08/100 Dollars,
Received from yourself
subject to ~~your check~~ order of Circuit Court of Nansemond Co Va

$92.08

J. W. Towner Cashr

Portsmouth, Va., August 14th 1888

Statement

Mr Geo. A. Stringer

To Wm J. C. Bidgood, Commissioner

For E. C. Wright, Dr

1888 July 1st	To Rent of Land and tenement		$37,50
To Cr	by account for labor	$15,25	
"	J. T. Anderson 10 per ct Commission	" 3,75	
"	Justice for issuing Warrant	50	
"	Remittance by check	20,00	$37,50

J. W. Rutter, J. P.

GUARANTEE

Adopted by the Carriage Builders Nat. Association.

THIS is guaranteed with fair and reasonable use as a vehicle, for one year from date of purchase, if any part of carriage shall by reason of imperfect material or workmanship, the seller hereby agrees to make such defects, free of expense to the purchaser but nothing in this agreement shall render the seller liable to make good any damages to paint and varnish resulting from the action of amonia or any extraordinary exposure to the elements, nor shall the seller be required to reset the ties or renew ties worn out within the time above named.

Repairing, Lettering, Trimming, &c., Neatly and Promptly Attended to.

PORTSMOUTH, VA. 188

Mr. ..... Dr.

To D. SULLIVAN,

TRUCK, WAGON CARRIAGE AND HARNESS WORKS

No. 600 Middle, Cor. Middle and King Sts.

TERMS:

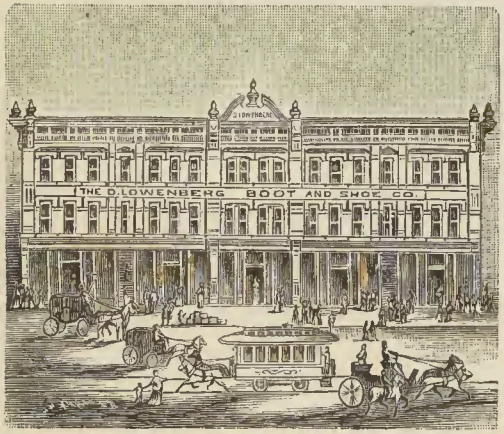
Portsmouth Va.

April 11th 1888

Rec'd of J. C. Bidgood Comm'r of E. C. Wright the sum of Two $\frac{50}{100}$ Dollars for filing petition of above in Chancery suit of Carney vs Parker pending in the Circuit Court for Norfolk County Va.

T. O. Caskell & Son

Established 1864.



The D. LOWENBERG Boot and Shoe Co.

74 MAIN STREET,

P. O. Box 82.
Telephone No. 125.

D. Lowenberg,
A. K. Campe,
Benj. Lowenberg.

Sold to Mr J. A. Bidgood for E. C. Wright

P. O.

Terms

Norfolk, Va. June 23 1888

CLAIMS, IF ANY, MUST BE MADE IMMEDIATELY ON RECEIPT OF GOODS.
Our Responsibility ceases when Merchandise leaves our hands receipted for in good order. The Transportation Company is then liable.

Style No.	PAIRS		
S 842	1	Men Blk Oxford	1 75
		Paid June 23 88	

The D. Lowenberg Boot & Shoe Co.

Jake

SPECIAL ATTENTION PAID TO ORDERS.

83

Norfolk, Va., June 23, 1885

Mr J. S. Bridgford for E. L. Wright &c

Bought of E. B. Blamire,

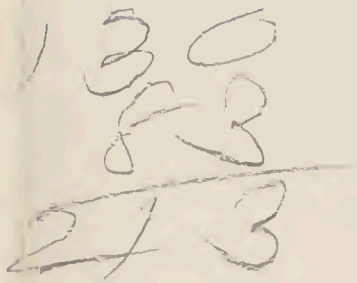
WHOLESALE AND RETAIL DEALER IN

FOREIGN AND DOMESTIC DRY GOODS,

Branch Agency for
E. BUTTERICK & CO.'S Celebrated Patterns.

146 MAIN ST., head of Market Square.

3	Mr Nesi for		50
2	" " "		30
2	Fans		45
	Paid		30
	Wm. S. Blamire		



Dr. Eugene C. Wright

Account with J C Bennett & Co

1887				
Dec 31st	By Balance due E C Wright thereon.		$ 395	50.
1888.				
Jan 31st	To 1 lb chewing Tobacco		60	
" "	Cash to spend		50	
Feb 15th	To 1/2 lb Tobacco		30	
" 28	" 1/2 lb do		30	
" "	To Traveling expenses for E C Wright (to Suffolk on business of firm)	2	60	
Mar 2nd	To Cash to E C Wright to spend	2	25	
" 15th	To 1/2 lb Tobacco.		30	
" 24th	To 1/2 lb do.		30	
" 30th	To 1/2 lb do		30	
" 31st	By this sum for 5% on cards sold.			7. 59
Apr 7th	To cash to spend	1	00	
" 14	To 1/2 lb Tobacco		30	
" 11	By this amount of V. D Cassell & Son (for balance of 1885 account)			6. 40
" 11	To paid V. D Cassell & Son for collecting above	2	50	
" 28th	To 1/2 lb tobacco		30	
May 11th	To 1/2 lb do		30	
" 17th	To cash to spend	2	50	
" 18th	To 1/2 lb Tobacco		30	
" 25	To cash		10	
June 1st	To 1/2 lb tobacco		30	
" 13	To cash to spend	1	50	
" 16	To do do		30	
" 30	To 1 lb chewing tobacco		60	
" 23	To 1 pair shoes	1	75	
" "	To Suit clothes	17	50	
" "	To setting 2 tires on Buggy (prompt)	1	25	
" "	To Sacks &c (for prompt)	1	25	
Aug. 19th	To paid Taxes on his lands for 1887 (for credit)	32	80	
		$ 72	00	407 49

(This acct to be audited)

1888					
			72 00		
Aug.	By amounts brot on	$	72 00	$ 409	49
" 13th	By rent in part of Geo A Stringer			37	50
" "	To paid Geo A Stringer for carpenters work				
" "	on house in which he lives property of E.C.W.		13 25		
" "	To paid Constable for collecting rent of				
" "	Geo A. Stringer		3 75		
" 29	To paid Ports Record for publishing				
" "	notice of warning to Publice against				
" "	contracting debts with E C Wright.		1 80		
" 31st	To paid Suffolk Herald for publishing				
" "	same notice & for same reason.		2 50		
" "	To paid taxes on 90 acres of unenclosed land		90		
" "	To paid for registering letter for E C Wright		12		
" "	By this sum in part of rent of Col. Tennant for 1888			30	00
" "	To paid 7 mos Board for E C Wright at $12		84 00		
" "	To paid 7 mos do of his horse at $4 for mo.		28 00		
" "	To paid taxes on E C Wrights part of the				
" "	Church land Farm for 1883, omitted in my				
	account ~~for~~ rendered for that year		13 09		
	To paid for 1½ bu of Valentine Beans bought				
	for E C Wright in 1882 and not included				
	in any account heretofore rendered and audited. (1st crop killed by frost)		10 50		
	To paid for Clothing for E C Wright in 1884				
	and overlooked by Comr that audited acct.		35 00		
	By this sum of J R Tramel for one				
	Bay Horse sold him him in fall 1883 and				
	overlooked in my account for that year			65	00
	To Paris Green & Plaster to destroy Potatoe Bugs				
	for 1881. 1882 & 1883 not charged in my account rendered for those years		35 00		
	By this amt deposited in Farmers & Merchants Bank		150 00		
	(Bal due E C Wright $92.08)	$	449 91	541	99

J. W. Rutter,

DEALER IN

Groceries, Paints, and Oils,

WEST SOUTH STREET, BETWEEN PINE AND PEARL,

Portsmouth, Va. August 9th 1888

Mr J. C. Bidgood
Belville Nokfork Co Va

Dear Sir

Enclosed please find tax rec
ipt for Chick & Jr $3.33 1/3 for taxes
for Eugene C Wright
have credited ticket
in book for 33$

accept thanks

I am yours Respectfully
J. W Rutter
Depty Treas

Mr James C. Ridgood
Committee for E. C. Wright

Bought of Burk & Co.,

Manufacturing Clothiers, Merchant Tailors,

Gents' Furnishers,

112 & 114 Main Street, next to Burruss' Bank.

Norfolk, Va. June 23 1888

1	Suit & Pants 13.50 4.00	17 50

Paid
Burk & Co

Suffolk, Va. 188

Mr J C Bidgood

TO SUFFOLK HERALD, DR.

J. E. BOOKER, PROPRIETOR

BOOK AND JOB PRINTING A SPECIALTY

88

aug	31	To Subg Notice	$ 2.50

Paid J E Booker

Thanks!

NOTICE.

All persons are cautioned and warned not to give CREDIT to or make any CONTRACT with E. C. WRIGHT, of Nansemond county, a person of unsound mind, whose estate has been committed to my hands by the County Court of said county. As no bills contracted by or contracts made with him will be paid or recognized.

J. C. BIDGOOD,
Committee of the estate of E. C. Wright, a person of unsound mind.

au16 5t

NANSEMOND COUNTY, August 15, 1888.

Portsmouth, Va., Aug 29 1888

Mr J C Bidgood Committee Estate E C Wright

To THE RECORD PUBLISHING COMPANY, Dr.,

S. E. Cor. High and Crawford Streets.

Aug 16 To 1 Lgr 5 Lines 1.85

Received Payment,

John O'Kenney
Per P. P. Cody

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON James C. Bidgood, Committee of Eugene Clifton Wright, Jno. H. Wright, Dr. F. J. Wright and Mary J. Wright his wife, Jno. W. Bidgood and S. B. Causey

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 November *next, to answer a Bill in Chancery, exhibited against* them *in the said Court by* Eugene Clifton Wright

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 31st. *day of* October *1888, in the 113 th year of the Commonwealth.*

Teste:

Peter B. Prentis *Clerk.*

Edwards Whitfield & Co

Eugene Clifton Wright

vs Equity Suit in Chy. &c

James C. Bidgood Committee &c. &c. &c.

In November Rules, 1888.

I have served a copy of the
within named Eugene
C. Wright on October 29th 1888.
John H. Wright and
James C. Bidgood
Wm H. Howell
Sheff

Bk. B. No. 2. Page
Cir. Ct.

Summons. The State of Alabama, Tuscaloosa County. To any Sheriff of the State of Alabama, Greeting: You are hereby commanded that you summon James C. Bidgood, Committee of the estate of James C. Bidgood, a lunatic, if any such there be within the State of Alabama, and all persons claiming any interest in the lands hereinafter described, to appear before the Chancellor of the Northern Chancery District of Alabama, at the Court House in the City of Tuscaloosa, in said County, on the first Monday after the fourth Monday in November next, to answer the bill of complaint exhibited against them in said Court by Eugene Clifton Wright, and to do and receive what shall then and there be considered by said Court concerning them in the premises. And have you then and there this writ. Witness Paul V. Hamilton, Register of said Court, at Tuscaloosa, this 13th day of October 1888. Paul V. Hamilton, Register. Clerk's Office, Circuit Court, Tuscaloosa County, Ala. The object of this suit is to have the lands hereinafter described sold for division between the complainant and the said James C. Bidgood, a lunatic, and the proceeds of sale thereof divided between them, and for general relief. Filed this 13th day of October 1888. Paul V. Hamilton, Register. Clerk's Office, Circuit Court, Tuscaloosa County, Ala. The complainant, Eugene Clifton Wright, avers that he is the owner of the following described lands, situated in Tuscaloosa County, Alabama, to-wit: The South East quarter of the North East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The North East quarter of the North East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The North East quarter of the South East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The South East quarter of the South East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The North West quarter of the South East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The South West quarter of the North East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The North West quarter of the North East quarter of Section Thirty-two (32), in Township Twenty-two (22), Range Eleven (11) West, containing forty acres, more or less. That he is also the owner of the following described lands, situated in said County, to-wit: The South West

Eugene le. Wright — Pltff

N J Ch notes

James le. Bidgood Committee &c et als. — Defts

1888. Octo. 13th. Sums issued to November Rules

" Nov. 5th Bill & exhibits filed and decree nisi as to defendant on whom procen had been duly served

" Dec 4th Decree nisi confirmed & cause set for hearing.

Chy voli

Edwards & Wespher Sol'g.

Eugene L. Wright

vs } In Chancery

Jas. L. Bidgood Comt &c

1909

July 16th

Final Decree

E. Clifton Wright

vs }

J. C. Bidgood Committee &c

Decree

To be Entered.

April 16th 1889

C. A. Pell

Entered chancery order
No: 2 page 263.

E Clifton Wright

vs

J.C. Bidgood Committee &c et als -

This Cause came on this day, and upon motion of the Defendant J.C. Bidgood, Committee &c, leave is granted him to file his answer to Complainant's Bill -

E. C. Wright
v
Jas. C. Bridgford &c

Order
To be entered
CMD
Apl 26/91

Entered in Chancery
Order Book No 2
Page 387.

E. C. Wright

v.

J. C. Bidgood Commissioner &c

By leave of the Court John W. Bidgood this day files his answer in this cause, & asks the plaintiff upon him generally; and by like leave James C. Bidgood Commissioner of E. C. Wright files a statement of the account of his transactions as such Commissioner together with certificate of deposit for $2.09

Eugene Clifton Wright

vs Y Bill &c

James C. Bidgood
Committee &c & als

Richard C. Bidgood

Monsenard Co. Co.

On motion of the plaintiff by his attorneys and for good cause shown the Court doth award an injunction in accordance with the prayer of the above bill restraining and enjoining James C Bidgood his agents and attorneys from the further collection of the rents, issues and profits of the plaintiffs lands and estate, or in anyway disposing of or managing the same; that all tenants and other persons are enjoined and restrained from paying to the said James C. Bidgood or to his agents and attorneys any monies which are now or may hereafter become due from them to the plaintiff or to his estate. That the said James C. Bidgood as Committee of the said Eugene Clifton Wright is hereby ordered and required to deposit in the Merchants & Farmers Bank of the City of Portsmouth to the credit of this Court in this cause such sum or sums of money as may be due from him to the plaintiff.

That Wm H Wood Sheriff of Nansemond County be and he is hereby appointed Receiver to take charge and Manage the plaintiffs property and estate and to collect the rents, issues and profits thereof and to deposit the same in the said Merchants & Farmers Bank of Portsmouth Va. to the credit of this Court in this cause until the further order of this Court

C M Hill

In the Circuit Court of Nansemond County. Virginia -

Eugene Clifford Wright. — pltff -

against

James C. Ridgood committee of the said Eugene Clifford Wright, John H. Wright, Dr. T. J. Wright, and Mary J. Wright his wife, John W. Ridgood and S. B. Carney — Defts. } In chancery.

To the Hon. C. W. Hill judge of the Circuit Court of Nansemond County -

Humbly complaining sheweth unto your honor your orator Eugene Clifford Wright, as follows.

1 That on the 11th day of July 1881 your orator was seized and possessed of a large and valuable estate, both real and personal, in the County of Norfolk State of Virginia, consisting in realty, of three several valuable tracts of farming lands situate in the Western Branch Magisterial District of said County of the fee simple value of quite $10.000, and of the annual value of about $1000., which had been devised to your orator by the will of his grandfather, William F. Wright, admitted to probate in the County Court of Norfolk County on the 17th day of October 1865, as will fully appear by a certified extract

of the said will herewith filed as Exhibit "A" and asked to be taken as a part of this bill; and in personalty, of horses, mules, carts, harness, farming implements &c. of the value of about $500-, and a certificate of deposit of the Farmers Bank of Virginia, value unknown.

2 That on the said 11th day of July 1881, by an order of the County Court of Nansemond County James C. Bidgood was appointed Committee of the person and estate of your orator as a person of unsound mind, and incapable of managing his estate, upon whose motion it does not appear; and thereupon the said James C. Bidgood entered into a bond in the penalty of $30s, conditioned according to law, with John H. Wright his surety, and took charge of the whole of your orator's estate, real and personal, and hath since managed and controlled the same, receiving the rents, issues and profits thereof up to the present time. A copy of which said order of his appointment is herewith filed as Exhibit "B" and asked to taken as a part of this bill.

3 That although more than seven years have elapsed since the qualification of the said James C. Bidgood as Committee of your orator, he, as yet, has rendered no account of his transactions as such Committee. It is true, however

that in the early part of this year the said Committee laid before Rob. B. Prentis Commissioner of accounts for Nansemond County, a statement purporting to be a true statement of his said transactions as such Committee, which said statement was by the said Commissioner of accounts, on the 29th. day of February 1888, audited, and on the 2d day of March 1888, filed in the Clerks Office of the County Court of Nansemond County, but the said statement and audit has not, as yet, been confirmed by the Court, and ordered to record. All of which will fully appear by a certified copy of said audit herewith filed, as exhibit "C" and asked to be taken as a part of this bill.

4 That on the 14th day of July 1884 the said James C. Ridgood, as Committee of your orator filed a petition in the County Court of Nansemond County praying for leave to sell a small portion of your orator's land; basing the said prayer upon the facts stated, that it was necessary to erect tenement houses on the residue of your orator's land in order that the annual value thereof might be enhanced, and made sufficient for your orator's support. This was a merely ex-parte proceeding, there being no defendants thereto. Your orator was not notified of the same and was in no manner a party thereto.

neither by attorney, guardian nor otherwise. Yet the said Court by its order entered on the same day on which the said petition was filed, referred to one of its Commissioners the question as to the propriety of granting the said prayer, and upon the report of said Commissioner that the residue of said land would be enhanced in value by the Construction of such tenement houses, the said Court by its order of the 11th day of August 1884, authorized and directed the said James C. Bidgood Committee of your orator to sell so much land as might be necessary, not exceeding twelve acres, for the purpose specified;* It does not appear, however, that any additional bond was required of the said Committee, nor does it appear that the Commissioner made any investigation of the accounts of said Bidgood as your orator's Committee, although upon such investigation being made it would have appeared that the said James C. Bidgood then had in his hands, as due to your orator, a sum more than necessary to have constructed the said tenement houses. All of which will fully appear by reference to the proceedings had upon the said petition, a copy of which is herewith filed as Exhibit "D" and prayed to be taken as a part of this bill -

* but no conveyance shall be executed for any sale made under this decree until said sale shall have been confirmed by the Court.

the said S. B. Carney in consideration of $150 per acre a piece or parcel of land containing 2 4/100 acres, near Church land in said County of Norfolk, on the main road leading from Churchland to Craney Island.

It does not appear from the proceedings had in the said County Court of Nansemond County in reference to the above sales, that said sales were confirmed by the Court before the above conveyances were made

That in pursuance of the said decree of the 11th day of August 1884, authorizing and directing the said James C. Bidgood to make said sale, he the said James C. Bidgood, Committee of your orator, as now appears by the record of deeds in the Clerks Office of the County Court of Norfolk County, executed the following deeds. viz:

1st A deed to Mary J. Wright wife of Dr. P. J. Wright dated Aug 13th 1884, by which he granted unto the said Mary J. Wright in consideration of $250. a piece or parcel of land, containing 2 acres, situate near Churchland in said County of Norfolk, on the road leading from Churchland to Suffolk.

2nd A deed to Jno W. Bidgood dated Aug. 13th 1884, by which he granted unto the said Jno. W. Bidgood in consideration of $150 per acre, a piece or parcel of land, containing about 3 acres, situate near Churchland in said County of Norfolk, at the junction of the road leading from Churchland to Craney Island -

3rd A deed to S. B. Carney dated Sept. 8th 1884 by which he granted unto

5th Your orator further alleges and charges
That he is now and hath always been of sane mind, fully capable of managing and controlling his said estate, and especially was he of sane mind on the said 11th day of July 1881. That the order entered as aforesaid on that day was improvidently awarded, and was illegal, null and void for the following reasons,
1st. There was a want of jurisdiction in the Court that entered the same - There was never a question about the ability of your orator to take care of his person and he has since he arrived at the age of 21 years solely done so, but the question related to the management and control of his property situate in the County of Norfolk, and any motion relating to the management and control of the same should have been made in one of the Courts of said Norfolk County -
2d. Nor was the order entered as prescribed by the then statute law of this Commonwealth, It does not appear on whose application the order was made, Nor whether the person who made the application was, or was not, an interested person, but your orator is informed and so charges that the said order was entered on the application of the said James C. Bidgood, who was a person in no manner interested in your orator's person or property - It is true however that the said James C. Bidgood had prior to that time intermarried

with your orator's mother and had and now has children by her, and they together with the mother would have been the heirs of your orator upon his death without issue, this however, as your orator is informed in no sense made him an interested party as required by the statute in such cases made and provided; Nor was the state of your orator's mind, at the time of entering the said order or at any other time, examined into by the said Court; nor had your orator at any time before the entering of the said order, nor has he at any time since been adjudged an insane person,

3rd. The proceedings were irregular, improper and contrary to law, in this; that your orator had no notice of the proceedings or application for the appointment for him of a committee, nor was any other person related to, or interested in him or his property notified of the same, and your orator now charges that he was not before the Court in person, by attorney, by guardian nor otherwise; all of which facts and circumstances, irregularities, and improprieties were well known to the said James C. Bidgood who made the said motion that he might have the management of your orator's property.

6 Your orator further alleges and charges,

That the penalty of the bond required by the Court, to wit: $300, was totally and grossly inadequate

to secure your orator against loss by reason of the default and mismanagement of the said James C. Bidgood, for at no time since the qualification of the said James C. Bidgood, to wit: on July 11th 1881, has there been less than twice the amount of his bond in his hands as due to your orator, as will fully appear by his own admission in his statement, Exhibit "C", from which it appears that on an average of seven years the receipts have not been less than $600 per year.

But besides the gross inadequacy of the penalty of the said bond, your orator alleges and charges that the said bond is entirely worthless as a security for the protection of his rights and interests, for your orator is informed and so charges that the said James C. Bidgood is hopelessly insolvent and to day is unable to pay his debts, and that the said John H. Wright surety to the said James C Bidgood is a person of no visible estate.

7 Your orator further alleges and charges

That the said James C. Bidgood has not managed and controlled the property held by him as your orator's Committee for the best interest of your orator, but on the contrary he, the said James C. Bidgood, has managed and controlled the same for his own individual benefit and interest. That he has not as required by law, rendered before the Commissioner of accounts his annual statement and account of

his transactions, but for a period of nearly seven years to wit: from July 11th 1881 to Feby 29th 1888 he had rendered no account, although according to his own admissions he had received and disbursed not less than $4292-

× 8 Your orator further charges

That on the 26th day of July 1888 in the state of North Carolina, he was married to Emma L. Morris and brought his wife with him to the County of Norfolk Virginia, where he then and has since resided, and your orator now charges that since his marriage he has frequently called on the said James C. Bidgood and demanded a part of the rents, issues and profits arising from his property wherewith to support himself and wife, but notwithstanding the fact that the said Bidgood admits that he now has a large balance in his hands as due to your orator, he declines any part of the same to pay to your orator, and your orator has therefore been compelled to go in debt for the actual necessaries of life for himself and wife - Your orator is informed and verily believes that under any circumstances, he is entitled to the rents, issues and profits of his estate, at least so much as is necessary to purchase the necessaries of life - Your orator has been unable to account for this perverseness on the part of the said James C. Bidgood upon any other ground than that your orator's marriage may deprive his, the said James C. Bidgood's children

by your orator's mother, of the estate upon the death of your orator -

9 Your orator further alleges and charges

That the statement a copy of which is herewith filed as exhibit "C" purporting to be a true account of the transactions, actings and doings of the said James C. Bidgood, as committee of your orator, is an improper and incorrect statement, and in no manner conforms to the law regulating and prescribing how fiduciaries accounts shall be stated and audited - Your orator is informed and so believes and charges that the said statement does not embrace all of the moneys which came to the hands of the said Committee; that most of the disbursements are improper and incorrect and not maintained by vouchers, as required by law, but upon the mere statement under oath of the said James C. Bidgood after the lapse of seven years; for particularly as to some of the disbursements that should not have been allowed, your orator specially charges that all commissions allowed to the said Committee in said statement, amounting to several hundred dollars, are contrary to the statute in such cases made and provided - said statement and account not having been rendered in the time prescribed by law. The items of board, amounting in the aggregate to the sum of $936, are improper and should not be allowed, for your orator charges that during the entire time that he lived with

the said James C. Bidgood, he was made by the said Bidgood to work on the farm as a hand Laborer, without compensation, for the sole benefit of the said James C. Bidgood; and your orator alleges that he carted, plowed and did such other work as he was not prevented from doing by reason of being near-sighted, all of which your orator claims was more than a fair compensation for the board he received. The items of clothing amounting to about $350, as set forth in said statement are improper, incorrect and over charged, the sums therein specified never having been expended for your orator. The items for the board of a horse amounting to $100- are also improper and incorrect, and should not be allowed, for your orator charges that during the time that said horse remained at the said James C. Bidgood's, he was used, managed, and controlled as the property of said Bidgood, being worked both on the road and farm, and this service to said Bidgood more than compensated for the board of said horse. Many other items might be specially mentioned by your orator, but he is advised that it is unnecessary as he desires to surcharge and falsify the entire account-

10 Your orator further alleges and charges

That the proceedings had in the County Court of Nansemond County on the 14th day of July 1884 on the petition of the said James C. Bidgood and also all subsequent proceedings had and based thereon, all

of which fully appear by exhibit "D" hereinbefore filed as a part of this bill, were illegal, void and of no effect, and that all sales made of your orator's lands, by the said James C. Bidgood as Committee, by reason of the said proceedings of the said County Court of Nansemond County are also void - that the decree of the said County Court of the 11th day of August 1884, authorizing the said sales to be made, was entered without authority of law, and was therefore void.

Your orator is advised, and verily believes and charges that the County Court of Nansemond County on the said 11th day of August 1884 had no authority or jurisdiction to sell the real estate of an insane person, much less the real estate of your orator, who was at that time and prior thereto and since, a person of sane mind. That section 49 of chapter 82 of the Code of Virginia (1873) under which said proceedings were instituted had long prior to July 14th 1884, been repealed by section 4 of Chapter 144 of an act of the General Assembly approved Apl 2d 1874.

Your orator therefore charges that the deeds of the said James C. Bidgood as his Committee purporting to grant and convey unto the said Mary J. Wright, Jno W. Bidgood and A. B. Carney the several tracts of land

therein described, are void and of no effect, and should by this honorable Court be cancelled. That the proceedings had in said County Court of Nansemond County, whereby your orator's real Estate was decreed to be sold, were contrary to every principle of law and justice, as well as to the express statute in such cases made and provided.

There was but one person known in said proceedings, the said James C. Bidgood, he was the Plaintiff, Defendant and witness; Your Orator had no notice and did not appear in person, by attorney, by guardian or otherwise; nor does it appear upon what evidence the Commissioner based his report, It does appear however that this report was made up and completed on the 24th day of July 1884, just ten days from the filing of the petition, that the decree confirming the same was entered on the 1st day of the next succeeding Court, to wit: August 11th 1884, and that two sales, under this decree, were actually made, and the purchase price received two days thereafter, showing, by undue haste, a most urgent demand on the part of this petitioner, the said James C. Bidgood, for the money

for which this land was to be sold.

What has become of that money is a matter to your Orator unknown, yet your orator does know, and positively avers the same, that not one cent of said money has as yet been expended for the object for which this land was sold. That if the County Court actually had jurisdiction under the said section 49 of Chap. 82 of the Code of Virginia (1873) to sell the real estate of an insane person, it could do so, only for the purposes specified in said statute, to wit: for the discharge of his debts, and the maintenance and support of himself and family, neither of which, as your orator alleges was the object upon which the said decree of August 11th 1884 was based.

11 Your Orator further alleges and charges

That the further management and control of his property and estate by the said James C. Ridgood must necessarily result in manifest injury to your orator; he the said Ridgood being irresponsible by reason of his financial condition, and insolvency, and the bond executed by him being grossly insufficient to protect your Orator.

Besides the said James C. Ridgood has positively declined to make any advances

to your orator, although he admits that he has funds in his hands, due to him, and he the said James C. Ridgood, has sought by publication, and otherwise, to prevent merchants from giving your orator credit for the actual necessaries of life — all of which said actings and doings, of the said James C. Ridgood, are contrary to law, equity and good conscience, and tend to the manifest wrong and injury of your orator and his family.

In tender consideration whereof and for as much, as your orator is without remedy in the premises, save by the aid of a Court of equity, where matters of this kind are properly cognizable and relievable, Your Orator prays that the said James C. Ridgood, as Committee of your orator, John K. Wright his wife, Dr. T. J. Wright and Mary J. Wright his wife, John W. Ridgood and S. B. Carney be made parties defendants to this bill and required to answer the same fully — though answer under oath is waived.

That the said James C. Ridgood, his agents and attorneys may be restrained and enjoined from the further collection of the rents issues and profits of your orator's lands and estate, or in any way disposing

of, or managing the same; that all tenants or other persons may be enjoined and restrained from paying to the said James C. Bidgood, or to his agents or attorneys, any monies which are now or may hereafter become due from them to your orator or his estate.

That the said James C. Bidgood as such Committee may be required to deposit in some Bank to the credit of this Court in this Cause such sum of money as may be due from him to your orator. That a receiver may be appointed to take charge and manage your Orator's estate and to collect the rents, issues and profits thereof, until the further order of this Court. That an account may be had and taken under the direction of this Court of the transactions of the said James C. Bidgood as Committee of your orator; that your Orator may be permitted to surcharge and falsify the statement and account audited by the Commissioner of accounts as shown in exhibit "C" filed with this bill, and the same may be corrected, and the true balance ascertained and decreed to your orator.

That the conveyances and deeds executed by the said James C. Bidgood to said Mary J. Wright, Jno. V. Bidgood, and S. B. Carney for the lands therein described may be cancelled

and a Commissioner appointed to re-convey the same to your orator. That your orator may be decreed to be a sane person, that the powers of the said James C. Bidgood be revoked, and that the whole of your orator's estate, real and personal, which the said James C. Bidgood now has under his management and control, or which he is responsible, may be turned over and surrendered to your orator. That a reasonable attorneys fee may be allowed to Edward & Happer for their services for managing and conducting this suit. That all proper accounts and directions may be had and taken, and that such other, and general relief may be afforded your orator as the nature of his case may require or to equity shall seem meet.

And your orator will ever pray &c.

Eugene Clifton Wright
his
X
mark

City of Portsmouth, Virt

This day personally appeared before me Jno. W. Happer, a Commissioner in Chancery for the Circuit Court for the City aforesaid in the State of Virginia, Eugene Clifton Wright and made oath that the allegations in the above bill, so far as made of his own knowledge, are true, and those made upon information derived from others he believes to be true. Given under my hand this 2nd day of October 1888

Jno. W. Happer
Com'r in Chancery

The answer of John W. Ridgway to a bill of complaint & Includes against him and others in the Circuit Court of Hancock County by E. Clifton Wright &c.

This defendant reserving all right of exception to the many errors and imperfections of the said bill for answer thereto says: that it is true he bought of James C Ridgway commissioner of the said E. Clifton Wright about three acres of land, at $150 per acre, situated in Chandler - for which he paid the purchase money and received a deed, the original of which is herewith filed as part of this answer - he purchasing the said land, he presumes that fair and regular authority was conferred by complainant Court on the said commissioner to make sale of said land and to convey the same to this defendant - and he is advised and therefore alleges, that the proceedings in the cause were regular and legal, and that the Court had jurisdiction of the matter, and he refers to said proceedings and asks that they may be made a part of

this answer and vouches the same
as his production in the premises.
The price he paid for it was its
full value.

This defendant is not advised
that he is interested in any of the
other allegations of the bill. He is
advised that it is immaterial as to his
rights whether the said plaintiff was
or was not a person of sound mind
in as much as the court has ap-
pointed a committee for him and
his estate. But this defendant has
been knowing the said plaintiff
from his early boyhood, and he has
always regarded him as a person
of mental deficiency and incap-
able of the proper management of
his own affairs. and he knows that
the said plaintiff was so regarded
generally by the community
in which he was known: and this
defendant is informed that a committee
for him was appointed by the court
on the petition of his nearest of kin.
And having answered &c

R. Bidgood

sworn to & subscribed
before me. Sept 24 1890
J. H. Cowden
N. P.

no charge for Board of horse, even when the horse was doing no work. This Defendant denies every allegation of the Bill under this heading, and calls for proof.

As to the legality of the proceedings had in the County Court of Hanseman County, relative to the sale of Plaintiff's land, this Defendant, not being learned in the law, knows nothing. But before taking any action in the matter, he consulted Counsel, and was advised that the proceeding was proper and legal. No objection was raised by the Court or question as to the legality of the proceeding. This defendant believed then and believes now that said proceeding was proper. No injury has accrued to Plaintiff by reason of such sales, and he has received the benefit of all the proceeds, while the sale of the few lots named in the Bill, and the improvements made thereon by the purchases have served to Enhance the value of the residue of Plaintiff's land adjoining, and thus have greatly benefited him; But this defendant denies that any undue haste attended the sales made, and is perfectly willing & anxious to have the most rigid scrutiny of the Entire transaction.

This Defendant further denies, that his further Control & management of Plaintiff's Estate will re-

such injury to the Plaintiff. He denies that the Plaintiff has been injured in any respect by his past management. He never sought the Trust in the beginning, and would gladly have surrendered it long since, if any proper person had been willing to assume it. Urged by Plaintiff's mother, the wife of this defendant, he continued to hold it. A mother's love for her first born, was only increased by a consciousness of his helpless and dependent condition, and a desire to do what he could, ~~for him~~ for her, has been the controlling inducement to this defendant to continue the discharge of the Trust. Every allegation of the Bill which intimates or insinuates any other motive, this defendant denies. He does not believe, the Plaintiff, of his own motion, would ever have made such charges, but that some evil influence, which Plaintiff had not the mental strength to resist, has instigated him thereto.

This defendant denies the competency of Plaintiff to institute a suit in his own name. He has been duly adjudged by a Competent Court, a person of unsound mind, and if Plaintiff or his friends ~~&~~ desired to contest the validity of such adjudication, they have long rested upon their rights and submitted without complaint, to what they are now pleased to

term an illegal proceeding. This defendant is advised that persons of unsound mind, or non compos mentis, are not qualified to sue or be sued in their own name, and this disability applies to the Plaintiff in this cause.
And having fully answered Complainants Bill, this defendant prays to be hence dismissed with his costs &c & he will ever pray &c,

James. C. Bidgood Committee &c
By Counsel.

~~Sworn and subscribed under Oath before me in the Bill~~.

Nansemond County, to wit:

I Jno. H. Wright a Notary Public for said County in the State of Virginia, do certify that J. C. Bidgood, Committee &c, whose answer is above written, personally appeared before me in my said County and made Oath that the Statements contained in said answer, are true to the best of his Knowledge and belief.
Given under my hand this 10th day of April 1889.

Jno. H. Wright N. P.

E. Clifton Wright

vs } In Chancery -

J.H. Bidgood Committee &c

Answer of

J.H. Bidgood Comm.

Filed by leave of

Court this 15th day

of April 1889 -

adjudged a person of unsound mind, there was no irregularity in the appointment.
This defendant denies, that his account filed shows the Plaintiff's average income for a period of seven years, to have been not less than $600.00 per year; including the proceeds of land sold, the amount falls far short of this; and he avers that every dollar of income during the Entire period has been credited on the account, while many Expenditures, such as Cash paid Plaintiff at various times and bills paid for him and not entered have been omitted.
This defendant denies the allegation that he "has not managed & controlled the property held by him as Committee, for the best interest" of Plaintiff, and challenges the strictest investigation and calls for proof. He has not controlled it in his own interest. He did not render annual accounts for the reason already alleged, but his account filed in March 1888, covers the Entire period of his Trust & that he submits to the inspection and decision of this Court of Equity
This defendant is informed and does not deny that Plaintiff was married in N.C. as alleged in said Bill. Previous to this marriage the Plaintiff had been living in the family of this defendant

and this defendant alleges that the Plaintiff was not competent to make a marriage contract; that certain parties, not definitely known to this defendant, but actuated by no good purpose, and with evil intent, aided and abetted the Plaintiff, in the consummation of a marriage contract. Knowing full well his utter incapacity personally to maintain a family, or to enter into any contract. When this defendant heard of his marriage, and of the manner in which it had been effected, he was surprised that any one should have been willing to aid in it. After his marriage Plaintiff did not return to the home of this defendant, where he had formerly lived, but went immediately to live with one of the servants upon his land in Norfolk County. Supposing that the same parties who had aided him or urged him on to his marriage, would not hesitate to lead him to further disaster, and remembering the debts which Plaintiff had contracted while managing his own affairs, this defendant, as well for Plaintiff's protection as his own, did publish notice warning all persons against extending credit to Plaintiff. He felt it his duty to do this to shield him against the utter waste of his substance. But this defendant denies that he refused any sustenance or aid to Plaintiff. On the contrary he offered to provide

for him as he had always done, but under some malign influence, as this defendant verily believes, the Plaintiff refused such support. Believing that the marriage was illegal, this defendant contemplated proceedings to have it annulled, and to this end, declined to take any action which might seem to recognize its validity, but did not withhold support from the Plaintiff.

This defendant knows nothing about how fiduciary accounts should be stated and audited. He submitted his accounts to the proper authority, when informed of his duty to do so; and he alleges that such account embraces all moneys which came to his hands as Committee &c. The charge in the Bill, that it does not, is utterly untrue, and this defendant calls for proof of Plaintiffs charge. For any failure of a fiduciary to file his accounts at regular periods, this defendant is advised, it is in the discretion of the Court to allow the usual Commissions or not, and only where some wrong is done, or fraudulent intent shown, is the Commission withheld. Certainly the paltry sum charged as Commissions in this case, is no compensation for the care and worry inseparable from the conduct of Plaintiffs affairs. This defendant submits to the Court, whether under the circumstances, he should be denied the small

charged as commissions. He also submits to this Court of Equity whether the charges for board and other items in said account are excessive. He denies that Plaintiff while living with him was required to work on the farm, either at hard labor, or labor of any kind, as calls for proof. On the contrary Plaintiff was totally incapable of doing effective labor, and when permitted by this defendant to attempt any thing in the way of labor, it was only to gratify Plaintiff himself and divert him from melancholy incident to his mental condition. And such work was always unsatisfactory of a character which was not worthy of compensation, and it would have been better for this defendant, had he refused to let him work at all. The items for clothing are not extravagant, but considering the habits of the Plaintiff, his lack of care and his disposition to roam about, the charges are extremely moderate, and this defendant courts the most rigid investigation of the same. The items for board of horse, are in reality less than could be obtained any where in the community under similar circumstances. It is not true that while paying board for his horse, this defendant was working the horse, on the contrary when board was charged, the horse did no work, and for some months, this defendant made

debts contracted by him while he was attempting to manage his own affairs. During the interim between the settling of his guardian accounts and the qualification of this defendant as Committee of said Plaintiff's Estate, the Plaintiff had managed his business in such a way that he had incurred debts to a large Extent. Discovering this fact and not having funds from the income of the Estate with which to pay these debts, this defendant was advised that such debts were a valid charge upon Plaintiff's Estate, for which the Estate was liable, and to avoid any expensive litigation by Creditors, he was advised to pay the debts out of the proceeds of land already sold, and did so. While saving to Plaintiff's Estate the expense and cost of a forced collection of these claims, he did not conceive that any injury was done by this appropriation of the funds in his hand, though possibly he should have submitted to the litigation and first have secured the sanction of the Court. The account filed with the Commissioner of accounts is the best evidence of the disposition of the money. As to the price obtained for the land sold, and the effect of the sales to make upon the value of the residue, this defendant is willing to abide the action of this Court, after

a full hearing of all the facts. This defendant believes then, and believes now that all these transactions were made under the orders of a Court of Competent jurisdiction; and the Plaintiff has received the full benefit of all sales made, either in necessary provision for his personal support or in the payment of debts contracted by him, before he was adjudged to be a person of unsound mind, and incapable of managing his own affairs. If such sales were illegally made, they were pronounced to be valid, not only by the Court which ordered them, but by several men esteemed to be learned in the law, who were consulted in the matter.

This defendant does not admit, but utterly denies that the Plaintiff was, at the time of his appointment as Committee of his Estate, or at any time previous thereto or since, a person of sound mind, and asks for full proof upon this point. On the contrary, the Plaintiff has been from his Youth seriously afflicted, mentally and physically, a fact well known not only among his relatives but by almost every one in the Community where he was born and raised, and Especially well known by his Uncle, Aunt & Mother who joined in the petition for the appointment

of this defendant as the Committee of his Estate, and urged even against this defendant's protest, his acceptance of the Trust. The Plaintiff is incapable of making any contract by reason of mental weakness, and disqualified for effective manual labor by reason of serious physical defects; and this defendant believes that of Plaintiff's own motion, this suit would never have been instituted, but that others, who have little regard for the Plaintiff's well being, have urged it upon him and are in reality the promoters of the suit. This defendant denies that the County Court of Nansemond was without jurisdiction in the matter, but that it expressly had jurisdiction by reason of Plaintiff's residence in the County of Nansemond.

The order appointing this defendant Committee of Plaintiff's Estate, was not made upon the application or motion of this defendant. Or the contrary this Defendant neither desired or sought such appointment. His Experience as guardian of the Plaintiff would have deterred him from seeking it, well knowing the trouble it would cause; and he besought the Uncle of Plaintiff to accept the trust. Recognizing the necessity that some one should have control of Plaintiff's

person and Estate, and failing to induce any of his relations to accept the trust, this defendant the husband of Plaintiff's mother, reluctantly consented to act as committee upon the written application to Court of Jno. E. Wright, the uncle, Mrs M. A. Wright, the aunt & Mrs Priscilla B Bidgood, the mother of said Plaintiff. That petition was presented to the County Court of Nansemond and filed in the Court at the time the motion was made, and the order of Court was made upon their motion. How the order was entered this defendant knows not, and should not be held responsible for any irregularity in a matter with which he had nothing to do. But he utterly repels the intimation contained in the Bill, that he had any purpose or design of securing to his wife and children any benefit of any description whatever, from the Estate of the Plaintiff. As the afflicted child of his wife by a former marriage and the half brother of his own children, he took upon himself a responsibility and labor, which, under other circumstances he would not have assumed for greatly more than the entire value of Plaintiff's Estate.

The only parties interested in Plaintiff's Estate were before the Court, and Plaintiff, being by the Court

Whereas by an order of the County Court of Nansemond County, made on the 11th day of July 1881, James L. Bidgood, was appointed Committee of E. Clifton Wright, a person of unsound mind, and the income from the Estate of the said E. Clifton Wright, being insufficient for his maintenance and support, the said James L. Bidgood, did at the July term 1884, as Committee as aforesaid petition the said Court for authority to sell part of the said E. Clifton Wright's real Estate, near Churchland in Norfolk County Va and invest the proceeds thereof as named in said petition, and the said petition having been referred to Peter B. Prentis Commissioner for investigation and report, which report was made at the August term 1884, of the said Court, recommending a sale of twelve acres from the tract near Churchland Va, in lots to suit purchasers, and the said Court by its order entered on the 11th day of August 1884 did adopt the recommendation contained in said report and did authorize the said James L. Bidgood, Committee as aforesaid, to sell not Exceeding twelve acres of the tract of land near Churchland in Norfolk County, in lots to suit purchasers, and whereas the said James L. Bidgood, Committee as aforesaid, has sold to Jno. M. Bidgood, a tract of land, situated in the

Coun[ty] of Norfolk near Churchland, at the price of one hundred and fifty Dollars per acre, containing nearly three acres, which said sale has been reported to Court and by it confirmed & the said James L. Bidgood, Committee as aforesaid, has been directed to Execute a Deed for the same;

Now therefore, this Deed, made this 13[th] day of August 1884, between the said James L. Bidgood, Committee, as aforesaid, of the first part and the said Jno W. Bidgood of the second part, Witnesseth, that in consideration of the premises, and of the sum of One hundred and fifty Dollars per acre (the exact amount of land in the said tract to be ascertained by survey & the bundaries to be designated by enclosures) the receipt of which is hereby acknowledged, the said James L. Bidgood, Committee as aforesaid, hath granted, bargained and sold, and conveyed, and by these presents doth grant, sell and convey, with special warranty unto the said Jno W. Bidgood ^ the tract of land in Norfolk County Va, at the junction of the road from Suffolk to Churchland with the road from Churchland to Craney Island, fronting on the Craney Island road seventy yards and running back West to a ditch, the Eastern boundary of the lot sold to Mary J Wright, the ex-

act quantity of land hereby conveyed being unknown, but to be ascertained by survey, and the same being bounded East by the Caney Island Road North by other land of said E. Clifton Wright; West by the lot of Mary J Wright & South by the road from Churchland to Suffolk; together with all and singular the appurtenances belonging thereto. Witness the following signature & seal.

J C Bidgood (Seal)
Committee of Eugene C. Wright

State of Virginia
City of Portsmouth, to wit: I, James G. Holladay a justice of the peace for the City of Portsmouth in the State of Virginia do certify that James C Bidgood Committee of Eugene Clifton Wright, whose name is signed to foregoing writing dated the 13th day of August A.D 1884 has acknowledged the same before me in my said City

Given under my hand this 13th day of August in the year 1884

James G. Holladay J.P.

Virginia

In the Clerks Office of Norfolk County Court January 26th 1888. This deed was presented in office with the certificate annexed and admitted to record.

Teste: Alvah H. Martin. C.C.

56 341

James C. Bidgood
To } B D S
John H. Bidgood

1888

January 26th A.R.
Deed Book 141. Page 341
and examined
Teste Abrah H. Martin
Clerk

Tax $1.00
Fee 1.25 Pd.
2.25

I. William F. Wright of the County of Norfolk and State of Virginia, do make this my last will and testament in manner and form following. I hereby Authorize my executor, hereinafter named to sell such parts of my real estate as he, with the advice and written Consent of my heirs, Sarah W. Wright, Martha A. Wright and John E. Wright, may think best for the interest of my estate. The first in preference to be sold is my Share of the Mill tract and property, if it can be sold without too great a sacrifice, the second is the James tract on the Western Branch. But I except no particular tract. If sold I wish it done without an Order of Court. I give unto my son John Eastwood Wright One thousand Dollars in addition to what is hereinafter given him to help defray the expense of his education, as the income of his Share of my estate would not defray his Yearly School expenses. If he should not go to College, or not remain there, yet I wish him to receive the One thousand Dollars as I desire he shall be entitled to it, if he should choose to take the

Money instead of the education, I gave verbally unto my Son William Samuel Wright deceased, in his life time and now Confirm the gift, Negro man Willis, as part of his Share of my estate, he having received his heirs for the last two or three Years We mutually agreed to Value Willis at One thousand Dollars, and which Sum is to be brought into the value of my estate to be accounted for in the division, After the deduction of the one thousand Dollars to John E. Wright and the payment of all my just debts I give unto my wife Sarah W. Wright One third of the balance of my estate in Kind to be held by such right and tenure as the law directs in Cases of Intestacy. The balance of my estate after Allotting the distributes Share and dower to my wife Sarah W. Wright, I direct shall be divided into three equal parts according to Kind and Quality Corresponding to my remaining heirs, William S. Wright deceased, my daughter Martha A. Wright and my Son John E. Wright I give unto my said daughter Martha A. Wright one of those thirds, I give unto my said Son John E. Wright another

1 1

third thereof, and the other third which would go to the estate of my deceased Son William S. Wright. I wish to dispose of in the following manner. I give unto my daughter in law Priscilla B. Wright widow of the said William Samuel Wright Dec'd. the sum of three Hundred Dollars in fee Simple, to be paid by my executor whenever convenient to do so. which sum I consider ample to make up her share of the aforesaid one third, which would go to her late husbands estate, he never having come in possession of a piece of property which She will receive in her own right, and which is valued at one thousand Dollars then after deducting the said three Hundred Dollars given to the said Priscilla B. Wright as aforesaid and after deducting the Stipulated Value of the said Man Willis, to wit: One thousand dollars. I loan the balance of the said one third, which would go to the estate of the said William S. Wright dec'd., unto my Grandson Eugene Clifton Wright Son and only surviving Child of the said William S. Wright dec'd, And of the said Eugene

Clifton Wright should die before he shall arrive to the age of eighteen years then, and in that case the said property herein before loaned to the said E. Clifton Wright is to return to my other heirs Sarah W. Wright Martha A. Wright and John E. Wright to be divided according to law. The said E. Clifton Wright to receive the income of the said loaned property during the loan, And if he should live until he shall arive to the age of eighteen Years. then I wish the said loan to be Considered a gift. I hereby appoint my friend and Son in law. W. J. Wright the executor of this my last will and testament,

In witness whereof I hereunto set my hand and affix my Seal the twenty third day of March 1861.

Wm F. Wright

At a Court held for Rowan County on the 17th day of October 1865. The last Will and Testament of William F. Wright decd was produced in Court by W. J. Wright the Executor therein named and there being no subscribing witness thereto

William J. Wright and James E. Wright being first duly Sworn deposes and Says, that they are well acquainted with the hand writing of William F. Wright the Testator and that they verily believe that the said will and the Signature thereto, to be wholly written by the Testator and thereupon the said writing is ordered to be recorded as the last will and testament of William F. Wright dec'd, And on the Motion of William J. Wright the Executor therein named, who made Oath thereto and together with James E. Wright and Nathaniel Bidgood his securities, entered into and acknowledged a bond in the penalty of Five thousand dollars, with Condition according to law. which bond is ordered to be recorded, Certificate is granted the said William J. Wright for obtaining probate of said will in due form

Teste.

LeRoy G. Edwards C. C.

A Copy

Teste Alvah N. Martin C. C.
By W. H. Barnes D. C.

Wm F. Wright
Will of

Exhibit "A"
with Bill

Fee $1.25 Martin clk

In the Circuit Court of Nansemond County

E Clifton Wright

vs

J. C. Bidgood, Committee &c + als

The answer of J. C. Bidgood, Committee &c. to a Bill in Chancery Exhibited against himself and others by Eugene Clifton Wright or so much or such parts of said Bill, as it is material or necessary that he should answer, this defendant answering, says:

It is not denied that the Plaintiff, Eugene Clifton (not Clifford) Wright, was possessed on the 11th day of July 1881, of certain Real Estate, devised to him under the Will of his Grand Father Wm T. Wright, Dec'd, but this defendant denies that said Real Estate was of the value of $10000.00 in fee simple, or of the annual value of $1000.00; on the contrary, the annual value was less than $300.00. It is also denied that said Plaintiff was possessed of personal property of the value of $500.00 as stated in said Bill.

It is true that this defendant was appointed the Committee of the person and Estate of said Plaintiff, by an order of the County Court of Nansemond County, said appointment having been made upon the petition and motion of the Uncle and Aunt and Mother of said Plaintiff, and not upon the motion of this defendant; the Petitioners alleging and proving to the satisfaction of the Court

that the Plaintiff was a person of unsound mind and not competent to manage his own affairs. At the time of his qualification this defendant Executed the bond required of him, and then took charge of the person and Estate of said Plaintiff. The Plaintiff was living in the family of this defendant, who married his mother, and had been his guardian up to the time when he attained to his majority. When the Plaintiff became of age this defendant settled his accounts as guardian, and although fully persuaded that the Plaintiff was not competent to manage his business, he had no authority or right longer to control them, and the Plaintiff ~~went to live~~ Took possession of one of the small tracts of land owned by him, and engaged in farming, although at great inconvenience to himself, this defendant did undertake to assist him in his business as far as he could, but it soon became too evident that Plaintiff required some one to take absolute control and management of his person and Estate, as he was wasting his substance, and would soon have become a pauper. In view of these facts, his nearest of Kin applied to the Court for the appointment of a Committee. This defendant did not seek appointment and did not wish to accept the trust, and

did so only upon the urgent request of his nearest relatives, who were competent to act in the premises.

It is not denied that this defendant had not annually settled his accounts as Committee before a Commissioner of the Court. While it may not be a valid Excuse for such failure, yet it is true that he was ignorant of the fact that the law required an annual settling of such accounts as in the case of a guardian, and had his attention ever been called to the requirement he would have complied with it cheerfully and promptly. His failure to do so has been of more damage to himself than to the Plaintiff. It is a fact however that some months before the filing of said Bill and before this defendant had any intimation of any such suit, he had filed with Ro. R. Prentis, Commissioner of accounts, an account of his transactions as Committee of the Plaintiffs Estate, and although said account had been audited and before the Court for Confirmation more than six ~~days~~ months, no Exceptions were taken to it, and so far as this defendant knows none were ever taken until this suit was instituted. Why said report was not confirmed this defendant is not advised, but after being advised that

he should file such report, he did what was required of him, and is not responsible for any failure to confirm the same and order it to record. This Defendant does not deny that he filed a petition in said Court for the sale of a small portion of the lands of said Eugene Clifton Wright. The petition was filed in the belief and hope that the proceeds of the lots might be so applied in the improvement of buildings as to increase the revenue from the land and make the annual income thereof sufficient to support the Plaintiff, without taking any part of the principal of his Estate. It was filed as this Defendant believes and was advised, in accordance with the law, and the sales made were all reported to the Court and confirmed by the Court & Deeds made to the several purchasers by order of the Court. This defendant would never have undertaken to execute any Deeds, without such confirmation and order, and denies utterly the allegations of the Bill in this respect. He did not sell the quantity of land which the Court authorized him to sell. The money obtained therefor was partly applied to repairs and improvements on Plaintiff's land, and the whole of it would have been so applied, but for the fact that the Plaintiff's income proved insufficient for his maintenance & the payment of

Eugene C. Wright
vs
Jas. C. Bridgood Contrc vals } In Chancery

This cause came on this day to be again heard on the papers formerly read, on the certificate of the deposit by James C. Bridgood of the deposit by him in the Merchants and Farmers Bank of the City of Portsmouth, to the credit of this Court in this cause the sum of two hundred and forty-two $\frac{00}{100}$, and was argued by Counsel: On consideration whereof the court doth adjudge, order and decree that Edwards & Happer Counsel for the plaintiff do check upon the said Bank for the said sum of 242\frac{00}{100}$, and after paying the taxed costs of this cause, including to Edwards & Happer Attorneys the sum of fifty dollars on account of their fee for services in this cause, do pay the balance to the said Eugene C. Wright; And the said Edwards & Happer are directed to file in the papers of this cause the receipts for the payments hereby directed to be made

Eugene C. Wright

vs } In Chy

Jas. C. Bidgood Contoles

To be entered

and

Oct 17, 1890

Copy to Copyist

Entered Chancery

order book No 2.

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Eugene Clifton Wright
against
James C. Bidgood Committee of the said Eugene Clifton Wright, John H. Wright, Dr. T.J. Wright, and Mary J. Wright his wife, Jno. W. Bidgood and R. B. Carney

It appearing to this court that the defendant James C. Bidgood committee of Eugene Clifton Wright has not deposited in the Merchants and Farmers Bank of the City of Portsmouth, to the credit of this court in this cause, the sum of money required of him to be deposited by the injunction order herein entered: On motion of the plaintiff by Counsel the Court doth order that a rule be issued against the said James C. Bidgood, returnable on the 20th day of January 1890, requiring him, the said James C. Bidgood, to appear before this Court on that day and show cause if any he can why an attachment should not be awarded against him for his contempt in failing to comply with the said order. And it further appearing to the Court that the order entered in this cause on the 15th day of April 1889, granting leave to the said James C. Bidgood Committee to file

his answer in this cause was entered while the said James C. Bidgood was in contempt of this court: On motion of the plaintiff by Counsel it is ordered that the said decree of April 15th 1889 be and the same is hereby set aside and annulled and the answer of the said James C. Bidgood Committee so filed is rejected

This cause this coming on to be heard on the bill of the plaintiff taken for confessed as to all of the defendants, process having been duly served in this cause and they still failing to appear and plead, answer and demur, or the exhibits filed with said bill, and was argued by Counsel - On consideration whereof the Court, without now passing upon any of the questions raised by said bill, doth adjudge, order and decree that James C. Bidgood Committee of Eugene Clifton Wright do render before one of the Commissioners of this court a full, true and accurate account of his transactions as such Committee: And in rendering which said account the said James C. Bidgood is required to produce before the said Commissioner all necessary papers and vouchers in his possession or under his

control relating to his transactions as such committee in order to enable the said Commissioner to state the said account. But in taking the said account the said Commissioner is not to take as prima facie correct the audit made up by the Commissioner of accounts of this county, said audit being the same as that filed as exhibit "C" with the plaintiffs bill. Which said account the Commissioner will take, state, settle and report to this court together with an account of all the real and personal estate of the plaintiff with the annual and fee simple value of said real estate, and together with any other matters deemed pertinent by the Commissioner or which may be required by any of the parties.

Eugene C. Wright
vs
Jas C Bridgewater et als

In the Chancery Court
at Natchez
Oct 17th 1859

Entered Chancery
Order Book No
P. 298.

To Hon Cardwell, Judge of the Circuit
Court of ~~Franklin~~ Franklin County

Eugene Clifton Wright

v

J. C. Bridgewood &c

The respondent J. C. Bridgewood respectfully represents that he herewith presents the settlement account of his transactions as Committee of the said Eugene C. Wright, commencing with the balance due from him on audited account, and ending with his suspension as said Committee, by which it will appear that he was indebted to the ~~said~~ estate of the said Wright on Oct 4 1870 in the sum of ninety two ~~00~~/100 dollars. That he thought he could reconcile the said account to the consent of said Wright, and it was agreed that the said account should be taken as correct, and that the deficit of the said account due to said $92.08, to the credit of said Committee, should be taken in full satisfaction of any settlement of his account, without further reference and expense. He files herewith the certificate of deposit of the said sum with the Merchants & Farmers

Back of Petition and to the candid of this
Court. And he submits his rights
for their accurate benefit.
Respectfully submitted
April 14 1841.
James C Burgess
by J H Brooks his
atty

E. C. Wright
v
J C Burgess &c

Petition and
Hearing
J C Burgess
et als