

1789-001

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HYNDMAN & PURDIE

vs.

WILLIAMSON & CLEMENTS,

11/1789

[PURDIE

vs.

WILLIAMSON'S EXECUTORS]

Other surnames: Hyndman, Clements,
Buchanan, Simpson, [Buchanan & Simpson],
Baker, Urquhart

1789-001

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HYNDMAN & PURDIE

vs.

WILLIAMSON & CLEMENTS, 11/1789

[PURDIE

vs.

WILLIAMSON'S EXECUTORS]

April 20
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May 20
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July Cont
Aug Cont

1771. Jan. Cont

Feb. Cont for Sept

April Cont

June Cont

Oct. Cont

Dec. Cont

1772. Jan. Cont

Feb. Cont

May. Cont

June Cont for

Sept. Cont

Oct. Cont

Nov. Cont for

1773. Jan. Cont

Feb. Cont

Apr. Cont

May Cont

June Cont for

July Cont

Sept. Cont

Oct. Cont

Nov. Cont

Dec. Cont

November 20

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June 27 67

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Williamson for

No 1

Apr 1783

Cont.

Nov. 1789

Decree

Cont.

Copied for the Hon. Secy
 of the Dept of Justice
 on the 30th Nov 1892
 and moved to a file
 of the Dept of Justice

Benjamin B. Borden
 vs.
 Williamson and Clements

NOT
 DEACIDIFIED
 1/31/92

Copy Bill of 1892 and 3098 762

Williamson and Clements
 Bill of 1892

The following are the bills and accounts annexed to the

ships between them was considered by all parties as settled on the
 fifth day of December one thousand seven hundred and eighty
 said Thomas Williamson himself never hinted that he had
 Richards, when he had received an unreasonable offer from
 George; and if the partnership had been determined by the
 the said Thomas Williamson, your orators aver that by the subsequent
 by the subsequent which was completed although the factors were
 wages, or at most he then would have had some account: and if their
 tors would certainly have called upon the said Thomas Williamson
 diately or very soon after for a settlement and division of the debt
 the usual custom, and not have suffered their effects to remain
 his hands without any prospect of advantage to themselves
 they knew that by those means he was actually making money
 from a profitable contract. And your orators are not a little
 the said Thomas Williamson alleged himself to be alone and
 cargoes from Buchanan and Simpson, when notwithstanding
 gain with that house the said Thomas Williamson is in fact
 their nominal party, your orators had expressly told him
 his other partners by several bills. All which actions of the
 said Thomas Williamson are contrary to equity and good
 order consideration whereof and for as much as your orators can
 aequale remedy against the said Thomas Williamson in a court
 law, and many overtures towards a friendly accommodation
 the matters in dispute between them to arbitrators having
 sonably rejected by him, your orators can only resort to
 justice which he refuseth them: At the end therefore that the
 Williamson and Benjamin Clements, on their corporal oaths
 distinctly answer the premises: That the said Thomas Williamson
 declare whether the letters, which are hereunto annexed
 len by the persons they are ascribed to as the said Thomas
 and whether the accounts numbered 12 and 25 were
 and the paper marked with the figures 13 was written
 and is privily and secretly annexed with the letters
 as part of this bill. That the said Thomas Williamson may
 orators the said bills and other accounts and vouchers for one
 outstanding debts belonging to the said partnership in December
 seven hundred and sixty one; and that the said Thomas William
 Benjamin Clements may make up an account of the partnership

since that time, and pay me this part thereof to
 that your orators may have some other relief
 more agreeable to equity and good conscience. Ma
 to grant to your orators His Majesty's gracious m
 to be directed to the said ~~as~~ Williamson and
 manding them to appeare before your worships
 ut, then and there to answer the premises, and
 decree therein: And so all pray, &c.
 John Verell for

John Verrell for

To the worshipful his majesty's justices of the peace of Southampton county
court in chancery.

Humbly complaining shew unto your worships your orators John Hyndman of London in Great Britain, and George Buchanan of Virginia merchants, that your orator John being a partner and joint trader with the said Thomas Williamson who then resided in the county of Southampton, according to an indenture made between them in the year of our Lord one thousand seven hundred and fifty six, and in which your orator, George, the not named therein, was comprehended and interested, on the tenth day of December, one thousand seven hundred and fifty nine, by a letter from the said Thomas Williamson to your orator John then removed to the place he now resides at, the said Thomas Williamson desired your orator John Buchanan and Simpson, of Glasgow, to settle a correspondence with merchants, upon the footing of certain proposals offered to them and communicated to your orator John by the said Thomas Williamson. In consequence of which, the fifth day of May, one thousand seven hundred and sixty, your orator John signed a letter addressed to the said Buchanan and Simpson, in which he should transmit them for his and the amount of whatever he should be in payment for those he should have respectively, delivered notes for tobacco to weigh thousand pounds nett on an average per hog, that in payment of the goods from Bristol at the rate of London eleven shillings, and those being for every hundred pounds nett that, during the continuance of that Thomas Williamson an order to purchase with cash, on the account of tobacco, for which he was to be paid a commission of five pounds per centum on the said Thomas Williamson's behalf that that contract should subsist for three years, or until either party should incline to dissolve it at the end

which might be... vision, that in... crop as might... gined extremely... son should not... discharge the... or on such other... of five per cent... of which contract... til such time as... said Thomas William... rally. And the said Buchanan and Simpson orator John agreed to his former offer, and... lions and penalty for non performance... they expected the said Thomas Williamson... commission on the tobacco he should purchase... commence from the first day of November... account transpire, but be kept entirely to... orator John, a letter to the said Thomas... agreed to the same, though... only, to be binding on the partner... said Thomas William... son, your orator are willing to continue... the sub... that late contract. A... ter to your John, dated the sixth... hundred and... John, and other copy of the agree... and himself very well pleased... John more for continuing their pa... liamson show your orator's and... whom the same as William... company, and... whom he very strong... And about the time the said Thomas... with Buchanan and Simpson. And... your orator... dated the fourth day... and sixty one... blamed, had... lamenting that his... met with due approbation... the fall, according to directions as he... and declared his intention of preparing... if the latter party should be thought

notice to the other party. With this pro... such a disaster should happen to the... more than twenty eight shillings Vir... ntry, then to the said Thomas William... on the terms of that contract, but might... by a remittance in bills of exchange... at advantageous, with interest at the rate... of payments. For the true performance... self in the penalty of one thousand pounds... Simpson, should receive a letter from the... your orator had done under the like pe... son, by a letter of the same date to your... around themselves to the several condi... and thereon was mentioned, adding that... would not charge them more than three per centum... for them with cash; that the contract was to... in neat, and that the bargain must be so... themselves. And four days afterwards your... Williamson enclosing a copy of the said... name of the said Thomas Williamson... up, that is, on your orator's as well as the... was agreeable to the said Thomas William... lie with him on the former terms during... and the said Thomas Williamson, by a let... nth day of July, one thousand seven... he receipt of the last from your orator... ment from Buchanan and Simpson... erewith, promised to note to your orator... nterships, which he the said Thomas Wil... ver about taking in Richard Baker, ... before proposed to join to use their... recommended in a subsequent letter... is Williamson confirmed the agreement... said Thomas Williamson, in a letter to... September one thousand seven hundred... duct, which he misunderstood to have been... proposed winding up the concern at... hom your orator, on the spring following, ... it immediately for a conclusion, so that... for their interest, the goods by the ship

Buchanan then expected would be the last cargo on the joint account, or if the... they would be... former on the said Thomas Williamson's proper risk. In answer to which, on the fifth day of December, one thousand seven hundred and sixty one, your orator John having vindicated that part of his letter, which the said Thomas Williamson had alluded to as censuring his conduct, and doing to him as a factor, and referred it to himself and your orator, ment the said Thomas Williamson's charges, assuring his concurrence in what ever additional sum they should agree upon; he, your orator, joined these words, to wit: "As you did not choose to conclude the partnership for the time... piration of our first agreement, I did expect it was to continue of our engagement with Buchanan and Simpson, but if it is not equally agreeable to you, let it be wound up as soon and in such a manner as is most agreeable to yourself and Mr. Purdie: and if you take the debts to yourself, which I suppose you will incline to, he will give you a receipt for payment of the sum you agree to be our property. So you see the matter rests with yourself; and you may determine by your own opinion of such friends as you think proper to consult on the occasion, which which is the most eligible." And the said Thomas Williamson received his resolution of... his resolution of... to your orator George, and desired his advice in winding up the partnership, whereupon that subject, whereupon as it is plain your orator John understood, that the partnership was to continue so long as the concern of Buchanan and Simpson should subsist, which the other denied. Lengthsome time in the month of March one thousand seven hundred and sixty two, when a general state of the concern from the commencement thereof which by mistake was supposed to be a year too early, to the fifth day of December one thousand seven hundred and sixty one, was fed the said of December one thousand seven hundred and sixty one, Benjamin Clements for himself and Thomas Williamson for himself and Benjamin Clements who had married his daughter and whom he desired to associate in the partnership of the above named Richard Baker, and your orator George for himself, your orator John by whom he has been sufficiently authorized, entered into an agreement for continuing the partnership on a somewhat different plan, the heads of which then reduced to words are in these words: "The firm or name of the house to be Thomas Williamson and company, to begin the 25 Dec 1761, to continue three or four years. Thomas Williamson to have 1/3, Benjamin Clements 1/3, Richard Baker 1/3. To advance a 1000l, and whatever is more advanced by either party."

The Answer of Thomas Wadsworth on
Bill of Complaint of John Wyndman & George Wadsworth.

This Deft. now & at all times hereafter saving & reserving
to himself all Benefit & advantage of exception to the manifold
uncertainties, contradictions & imperfections in the Compl't. said Bill
of Complaint contained, for answer unto or to so much thereof as
this Deft. is advised, is material for him to make answer unto he
answereth & saith, That true it is that this Deft. was a partner &
joint-trader with the Compl't. John Wyndman according to the
Articles of Agreement referred to by the Compl't. Bill & numbered 8.
That this Deft. wrote to the Compl't. John inclosing a Letter to Mess^{rs}.
Buchanan & Simson containing proposals for a contract which this
Deft. desired the assistance of the Compl't. John in confirming which
request the Compl't. John complied with in the manner as expressed
in Letter N^o. 2. referred to by the Compl't. That the Compl't. John bound
himself in the penalty of one thousand pounds to Mess^{rs}. Buchanan
& Simson for the true performance of the said contract only till
such time as the said Buchanan & Simson should receive a Letter from
this Deft. ratifying & confirming what the Compl't. John had done on
his Deft's behalf under the like penalty of one thousand pounds.
That this Deft. received the Letter N^o. 3 from the Compl't. John inclosing
a copy of the said contract with Buchanan & Simson & as soon as
possible sent one to Buchanan & Simson obliging this Deft. under
the penalty of one thousand pounds to fulfill the contract entered
into by the complainant John on this Deft's behalf. That the Compl't.
in the said Letter N^o. 3 declared the above contract to be equally
binding on the Partnership, but as the Compl't. John had only bound
himself to this Deft. during the Partnership & as the Goods sent
by Buchanan & Simson were always sent in this Deft's Name this
Deft. always supposed & concluded himself to be the only person liable
Buchanan & Simson after the said Partnership should expire
This Deft. further saith that a proposal was made by the Compl't. John
for the continuation of the Partnership agreed till the expiration of
the contract made by this Deft. with Buchanan & Simson, but
this Deft. never agreed to continue the said Partnership longer than
December one thousand seven hundred & sixty one at which time
this Deft. had a List of Debts made out & what Goods were on hand
inventoried, in order for a final Settlement of the above mentioned
Partnership

some time afterwards the Compt. George Pardee in
company of the Compt. John came to this Def. to settle the partner-
ship which was dated according to the Account No. 12 & transmitted to
the Complainant John under cover of the Letter dated the 25th Day
of December one thousand seven hundred & sixty two from this Def.
annexed & referred to by this Def. as part of his answer
This Def. further saith that before the expiration of the partnership
aforesaid proposals were made for the settlement of a new one
in consequence of which this Def. had procured a set of new Books
expecting that in pursuance of the above proposal a new partner-
was to take place and acted thereon accordingly, that after the Compt.
George had made the settlement abovementioned in behalf of the
Compt. John this Def. proposed to the Compt. George who was
intended to make one of the new partnership, to settle the Articles
thereof, the Compt. George accordingly proceeded to take the heads
of the Articles of the intended partnership which when completed were
to be digested into form by Mr. Everard, that in proceeding to the
Articles of this Def. Wager who was to be the sole manager of the
partnership, to raise this Def. demanding 10 £ per Annum
two hundred pounds of Annum the Compt. George only
offering 5 £ per Annum or one hundred pounds of Annum for
carrying on the Compt. part of the Concern which offer was
utterly rejected by this Def. This Def. further saith that the
above dispute caused a stop to be put to the adjoining any
further Articles in the minutes necessary for carrying on the
intended partnership & that as far as they were taken this
Def. believed N. 13 to be a copy But this Def. having a great
Opinion of the Integrity of the Compt. John proposed to refer
the Equity of this Def. Demand to the Compt. John & according-
ly wrote to him relative to it as appears by the Letter to which this
Def. refers as part of his answer but never received any
other answer than the Letter from the Compt. John dated the
20th Day of December one thousand seven hundred & sixty two
to which this Def. refers also, whereby it appears the Compt. John
intended to evade doing any thing himself that might make him
responsible further than what the other Compt. would do. This Def.
further saith that he carried on his Trade expecting that the Compt.
would be partners with him & the other Def. B. Clements had the Compt. George

with whom the Compt. had lodged full Power even declared
his Intention to carry on the Concern till near five months after this
Def. had left off retailing Goods, that this Def. never consulted
with the Compt. George relative to the intended partnership
after the meeting abovementioned for the settling the partnership between
this Def. & the Compt. John this Def. further saith that the Acco.
No. 25 mentioned in the Bill were sent for the satisfaction
of the Compt. John. Those Articles dated in the year one thousand
seven hundred & sixty & one thousand seven hundred & sixty one
were taken from the Books of Williamson & Myrdman, those of
subsequent date were taken from the Books which this Def. had
procured for the aforesaid intended partnership, this Def. being
desirous the Compt. John should not act in the dark but that
he might see how the Acco. stood with Buchanan & Simson
this Def. at that time expecting the Compt. John would have
signified his Intention of becoming a partner on the terms this
Def. proposed. This Def. further saith that he by the Articles
of the partnership with the Compt. John was appointed to collect
the Debts contracted with them, that in pursuance of that
appointment this Def. hath used such methods as he thought
most expedient in collecting the same and hath at several times
paid more than a moiety of such Collection to the Compt.
George on the other Compt. behalf, neither hath this Def. had
the use or possession of any part of the Compt. Johns moiety of
the Debts other than during the intervals between the General Court
in consequence of his Collection nor have either of the Compt. advanced
any sum of money towards a Capital for the intended partnership
This Def. further saith that the Goods which were left on hand at
the conclusion of the partnership between this Def. & the
Compt. John were settled at seventy & Centum on the Sterling
cost for which this Def. had made himself liable by taking upon
himself to retail them on his own acct. that at the time of settling
the above advance this Def. objected to allowing any more than
sixty five & Cent but rather than have the partnership unfinished

convinced they should be rated at seventy ^{partum} ~~the~~ ^{George} on
Behalf of the Cornbelt John made application for a division of the
Debts due to this Debt & the Cornbelt John one time proposing that
this Debt should draw off all the Acc.^{ts} & make division of them
another time that this Debt should take all the Debts supposed good
upon himself & pay the said John his moiety & if any of
the same should prove bad that it should be ~~the~~ ^{the} Debt's Loss
without making this Debt any Allowance for the Collection, &
further that if this Debt should happen to collect any part of
the bad Debts which were supposed to amount to three hund.
Pounds that he should pay the Cornbelt John one moiety thereof
both these proposals this Debt rejected, but offered to deliver up
what Bonds there were amounting to near fifteen hundred pounds
also fifty hhd. Tobacco & one hundred Pounds Cash, part of which
proposal the Cornbelt George refused & accepted of the Tobacco &
Cash only. This Debt believes that the Cornbelt might make proposal
to accommodate the dispute relative to the intended Partnership by
Arbitration which this Debt rejected thinking he might as well
submit to arbitration whether any part of his Lands or Slaves
should become the property of the Cornbelts without that
He He

This Answer sworn to the 30th Decem^r
1766 before me

John Wilkinson

The Answer of Benjamin Clements one of the
Def^t to the Bill of Complaint of John Hyndman and
George Purdie Complainants

This Def^t now & at all times hereafter
saying & reserving to himself all advantage of
exception to the manifest errors, imperfections &
untruths in the said Compl^t said Bill of Complaint
contained For Answer unto or to so much thereof as
this Def^t is advised is material for him to make
Answer to he answereth and saith That sometime
about the Day of in the year 1761
This Def^t was advised by the other Def^t Thomas
Williamson to become a partner in an intended
partnership to be entered into by the Compl^t & the
other Def^t Thomas said he would make the Compl^t George
(who acted in behalf of himself & the other Compl^t John)
acquainted with the Def^t Intention of becoming a
partner That this Def^t afterwards understood from the
Def^t Thomas that the Compl^t George had no objection
to this Def^t becoming a partner as aforesaid

This Def^t further saith that in pursuance of the
above proposal some time after the Compl^t George came
to the house of the Def^t Thomas in order as this Def^t
understood to settle their old partnership & draw articles
for the intended new partnership, This Def^t saith
that he was not constantly in the company of the
Compl^t George & Def^t Thomas while they were settling
their old partnership & in particular was absent while
the proposals of the new was talked of, so that he this

Benjamin Clements
(Def^t)
1761

Deft did not confer with the Compt^r George & the other
Deft Thomas about the new partnership but relied
on what the other Deft Thomas should do in this Deft's
Behalf which this Deft would have been willing to have
given his assent to by signing Articles of Partnership
as soon as the Compt^r George & the other Deft Thomas had
agreed upon them, but never looked upon it to be a
Partnership before the Articles should be signed, after
the Compt^r George was gone the Deft Thomas acquainted
this Deft with one proposal the Compt^r George had made
which this Deft thought unreasonable which was that ~~the~~
~~amount~~ the Debt of the old concern which appeared at
that time to this Deft by the Books of Williamson &
Seydman to amount to eight thousand one hundred &
thirty & two pound five shillings one penny & three farthings
to be charged to the new partnership & that this Deft
should pay interest for what was over the ~~new~~
pounds the supposed stock of the intended partnership
of which every one was to advance one third or one
thousand pound, but this the Deft Thomas said he
would not agree to, The Deft Thomas also informed
this Deft of the difference between the Compt^r George
& Deft Thomas relating to the Allowance the Deft
Thomas was to have for carrying on the Compt^r part
of the concern declaring at the same time he would
never agree the Compt^r should become partners unless
they agreed to his demands which the Deft Thomas
said was ten per centum on the Compt^r part of
the Goods to be sold or two hundred pounds per annum
which the Compt^r refused to allow & only offered one half
of what the Deft Thomas would agree to take
This Deft further saith that he was in company

with the Compt^r George at different times after the
above conference before the Goods were sold to Abraham
Maer & the Compt^r George never expressed his
desire or expectation of becoming a partner

This Deft observes that a Letter from the other
Deft Thomas to the Compt^r John dated the twenty
seventh of Decem^r one thousand seven hundred & sixty
two & filed with the Compt^r Bill was wrong dated
as will appear by the whole tenour of it the same
this Deft knows to have been wrote in the year
one thousand seven hundred & sixty one, this Deft
having himself copied the said Letter in the other Deft's
Letter Book where it now stands dated in the year
sixty one As to the other Allegations in the
Compt^r Bill of Complaint set forth this Deft
is a stranger to & therefore can say nothing to them
without that &c &c

Ben Clement Jr

Sworn to before me

Peter Butts

hampton

On consideration whereof & by agreement
of the parties it is ordered that the Referees
again take the auct. stated by them under
consideration and report to this Court whether
it is their opinion that the badd^a. ascertained
by them shall be discharged by the Defendant
in money or Bonds belonging to the
Reparatory

Hyndman &
Burdie.

vi.

Williamson

Spa
in
Chart

March 28. 1765

Executed by me

Edwin Gray. Cor.

George the third by the grace of god of Great Britain France.
and Ireland king defender of the faith &c To Whom any one of our
Coroners of our county of Southampton greeting We comend
you that you summon Thomas Williamson to appear before
our justices of our said county court ^{in chancery} at the couthouse on the
second Thursday in April next to answer a bill in chancery
exhibited against him by and Benjamin Clements by John
Ayndman of London in Great Britain and George Purdie
in the Isle of Wight in Virginia merchants and this he
shall in no wise omit under the penalty of £100. And have
then these this writ Witness Richard Kello Clerk of our said
court at the couthouse the eighteenth day of March 1765 In
the fifth year of our reign

R Kello
Clerk

Hyndman &
Purdie

Williamson &
Clements

John
or
Cha

April 65

time to ans bill

July 1765

cont 2

Aug 65
ans bill filed time to
ans

Sept 65

cont 2

Aug 1766

time to ans over

Sept 1766

Oct

cont 2

Over all for ans

Mar 67

April 67

May 67

Ans over from Hyndman

Ans over from Hyndman

Ans over from Hyndman

John
or
Cha

1765

George the third by the grace of god of Great
Ireland king defender of the faith &c. To the Sheriff of
county greeting We command you that you summon
Clements to appear before our justices of our said county
chancery at the courthouse of the said county on the
in April next to answer a bill in chancery entered
Thoma, Willingmson and him the said Benjamin
Hyndman of London in Great Britain and George
Smithfield in the Isle of Wight in Virginia merchants
he shall in no wise omit under the penalty of
then there his writ Witness Richard Kello
court at the courthouse the eighteenth day of
fifth year of our reign

Richard Kello
Clerk of our said
March 1765 in the

The execution of this open Commission appears
by the deposition of William Urquhart. hereto
annexed

Chas. Lasby

Raymond & Co
27
Williamson & Co

George the third by the grace of god of Great Britain
France and Ireland King defender of the faith &c To
Charles Corby.

gunt
Greeting know ye that we trusting to your fidelity and
provident circumspection in diligently examining
whatsoever writs as well on behalf of John
Henderson and George Purdie plaintiffs as Thomas
Williamson and Benjamin Clements defendants command
you ~~to appear before us~~ of you that at such certain days
and places as you shall appoint you appear yourselves and
the witnesses aforesaid before you ~~to appear~~ ^{without delay} ~~of you~~ you
call and cause to come and diligently examine on the holy
evangelist of almighty god and their examination into the
court of our county of Southampton, you shall send & certify
inclosed returning to us this writ witness Richard Telle clerk your
said court at the courthouse the 12th day of June in the
visth year of our reign

W^m Pitt
Sec^y

Hyndman

v

Williamson

Aug

Exempt

George the third by the grace of god of Great Britain
Kings and Ireland King Defender of the faith &c To the
Sherrif of Southampton county greeting we command you
that you attend Thomas Williamson and Benjamin Clements
at the bar before our Justices of our said county court at the
court house of the said county on the second Thursday in
January next to answer us as well of a certain contempt ^{themselves} by
them offered as it is said as upon those things which to them
then and there shall be objected and further to do therein
which our said court of them in that part shall consider
and have then there this writ witness Wm Wells Clerk
of our said court at the court house the 12th day
of December in the 33rd year of our reign

For not answering the bills of complaints
of John Hyndman and George Purdie
exhibited against them.

Wm Wells
Clerk

[Faint, mostly illegible handwriting in the top left section of the left page.]

[Faint handwriting in the middle left section of the left page.]

[Faint handwriting in the bottom left section of the left page.]

Lurdie
vs.
Williamson & Co.

Rep.

Augth 1789

At a Court held for the County of Southampton the 14th day of August 1788

George Lurdie surviving partner of Hyndman & Co. pl^t
vs.
In: Taylor & William Urquhart exors of Tho^s Williamson } In Chanc^y
who was surviving partner of Williamson & Clements de^f

By consent of the parties to this suit ^{the persons appointed by} the decretal order of this Court dated the 1st day of July 1772 not having complied with the same they are ^{discharged} from proceeding any further therein
And it is ordered that Thomas Shore Christopher & Connico James Campbell & Wheeler or any three of them execute and perform the decree aforesaid and make report of their proceedings in order to a final decree

Teste
Sam Kello

Aug 1788.

Augst 1789

The former order of this Court dated the 14th of August 1788 having given the referees power only to state & report on the accounts of all such infants as appears to have been deceived by the defendants or their paid old partnerships and the parties being desirous of changing the referees of the referees, therefore by the consent of the 3^d parties it is ordered and ordered that the said referees do state and settle an account between the said defendants and the plaintiffs relating to the old partnerships down to the year 1789 & make report thereof to the court in order to a final decree
To be
Amelio

Lindie &
Wm Jones esq. of Denver

Aug 1788

Petersburg 4th Oct 1789

Worshipful Court

in the County of Southampton

Shall the relative

between the

plaintiff and

defendant

be referred to

the Court

of the County

of the County

of the County

of the County

of the County

of the County

of the County

of the County

of the County

of the County

of the County

In obedience to the annexed order from the
Worshipful Court of the County of Southampton WE the undersigned have examined
the account Current between the defendants and the
plaintiff relative to the old partnership between the year 1789 and 1790
and find that the defendants within stated carrying a Balance due from the Defend^t
to the Plaintiff of sixteen hundred & sixty pounds One Shilling &
Six pence Current money, which we award to them together with
Costs of Suit.

Thos. Shore.

James Campbell

Luke Wheeler

"

D^{no}

Mr. Thomas Williamson late of Southth in Acc^t. cum^t. with Hyndman & Pardie his late partners

4

To Hyndman & Pardie's proportion of Profits as settled in the general state of the Concern at its close 25th Decem^r. 1761. 1926. 11. 7;
But in examining the Books an error of 100 is observed in the addition of S^r Pardie's acc^t proper, the rectifying of which while it adds to the value due to Pardie, it lessens the profits on the concern 100, or to each 50.

50. 0. 0

1876 11. 7

To the Sum at the State aforesaid that was due to Pardie & Hyndman on the Company's Books, 25th Dec^r 1761. 1238. 19. 10
Add the error above mentioned 100. 0. 0

1338. 19. 10

To 1 Year's Wages to much exceeds & Mr. Williamson's 70% in the Company's books 116. 0. 0

3331 11. 5

To the following Sums paid to Mr. Pardie by Mr. Hyndman in the course of their dealings after the partnership closed up to the 15th April 1764. to wit,

1762. Jan^y 5th L^{ts}. 3. 10. & L^{ts}. 2. 9. = L^{ts}. 6. 19.
Oct^r 7th L^{ts}. 3. 0 & L^{ts}. 5. 3 = L^{ts}. 8. 3.
1763. June 14 L^{ts}. 2. 0. 10 & L^{ts}. 17. 1 = L^{ts}. 19. 1.
L^{ts}. 29. 8. 2 & L^{ts}. 107. 8. 0 = L^{ts}. 136. 6. 2.
L^{ts}. 14. 0. 0 & L^{ts}. 1. 25. 0 = L^{ts}. 15. 25. 0

854. 1. 0

4185. 12. 5

1764. April 15 To Balance p^r Contra to carry Interest 1167. 3. 5

1765 April 30 To Interest to this date 175. 15. 10

1237. 19. 3

222. 2. 6

995. 16. 9

6. 4. 6

1002. 1. 3

91. 4. 8

910. 16. 7

272. 15. 3

1103. 11. 10

267. 7. 6

804. 16. 4

804. 16. 4

1720. 2. 4

To Balance p^r Contra due to Pardie this day 1492. 1. 0

By half the amount of the profits lost acc^t. being so much lost by Mr. W^m Hyndman in remitting Tobias to pay the Company's debts in England. The former Arbitrators called it L^{ts}. 150. 2. 7, at we find only 160. 1. 1

+ By half the sum paid by W^m Hyndman to James Buchanan for Interest on the Company's Debt, L^{ts}. 18. 1. 1 half 18. 1. 1
The curr^t Exchange at that time appears before Court of Session 2. 2. 0

28 7. 1

By the following Sums paid to Mr. Pardie by Mr. Hyndman, from the end of the old partnership up to the 15th April 1764. as taken from both their accounts, to wit,

1762. Jan^y 7th L^{ts}. 38. 6. 6
June 10th L^{ts}. 342. 4. 0
1763. May 30 L^{ts}. 164. 3. 0
June 16th L^{ts}. 478. 1. 6
L^{ts}. 434. 2. 2
L^{ts}. 100. 0. 0
L^{ts}. 5. 18. 6
1764. Apr. 15 L^{ts}. 600. 0. 0
L^{ts}. 460. 13. 2

2673. 4. 4

By the Commission of 5 p^r Cent. on L^{ts}. 5137. 10. as allowed by the Court for Collecting their moiety of the Debt 256. 17. 5

1764 April 15 Balance 1167. 3. 5

To Hyndman, & to carry Interest until paid by Mr. W^m Hyndman 12. 5

1767 Jan^y 1 By an allowance of Interest of 5 years during the War on L^{ts}. 4. 4 0. 10

Balance due by Williamson & Co. to Pardie & Hyndman 1. 6

1721. 2. 4

Purdie & Wemyss
 Wemyss & Co.
 Report
 Nov. 1789

In Obedience to the ordered order of the Worshipful
 Court of Southampton The undersigned referees have taken under their
 further consideration the subjects matter of dispute between George
 Purdie surviving partner of Hyndman & Purdie plaintiffs; and John
 Taylor and William Wemyss Executors of Thomas Williamson dec.
 who was surviving partner of Williamson & Clements, Defendants and
 Thereupon Report that it is their opinion the plaintiffs should
 be entitled to receive from the Defendants the Balance of Fourteen
 Hundred and Ninety two pounds one shilling and six pence, due originally
 to our last report of the 11th May 1789, in Current money & not in Bonds;
 Which sum when so paid together with Interest from the 1st January 1789
 and also the Costs of suit shall be in full of all claims Debts claims & demands
 whatsoever of the Plaintiffs or of the Defendants. In Witness whereof
 we hereunto set our hands & Seals this 16th day of November 1789.

James Campbell Seal
 Luke Wheeler Seal

£ 75. 17. 2
 658. 2. 2
 658. 2. 2
 £ 1092. 1. 6

But the said Referees impressed with considerations arising
 out of the subject they have been investigating, and having in some
 measure the consent of the parties thereto, beg leave to recommend to
 the Worshipful Court that in entering up the Judgement for the above
 sum a stay of Execution should be expressed so as to give the
 Defendant the following times of payment, to wit, The costs of Suit and
 the sum of Five hundred & seventy Five Pounds seventeen shillings & two
 Pence to be discharged on or before the first day of January next say 1790
 and if paid by that day or within Ten days thereafter no Interest to be
 charged on that part of the Debt from the 1st January 1789 -; The
 further sum of Four hundred and Fifty Eight pounds two shillings
 and two pence to be paid on or before the 1st of January 1791 one
 thousand seven hundred and Ninety one; And the further sum
 of Four hundred and Fifty Eight Pounds two shillings and two pence
 to be paid on or before the 1st January 1792 one thousand seven hundred
 and Ninety two, together with Interest on the two last mentioned
 sums from the first day of January one thousand seven hundred
 and Eighty Nine untill they are respectively discharged.

The Referees further Report that the parties have before them
an unsettled Barter Account, and also a charge of the Plaintiff for storing
and delivering of goods for a number of years; and as new matter called
upon the Referees to say whether the Plaintiff should be allowed Interest
since the 1st January last until Payment. But the charges in the
Barter Account as well as that for Storage &c. not being sufficiently
substantiated by either party the Referees dismissed the claims of
both parties as to all these articles of new matter, except the
Interest; with respect to which they have awarded in the
forepart of this Report. Witness our hands Day & Year above
written.

Thos. Shore

James Campbell

Luke Wheeler

At a Court of Quarter Session held for Southampton
on Thursday the 1st day of May 1789 —

Geo. Linder surviving partner of
Hundman & Linder

vs
John Taylor & Wm. Aquahart exors of
Thomas Willcampen deceased who was
surv. partner of Wm. & Clements depts

Chs.

The referees appointed by a former
order of this court this day returned their report with an
account of the state between the parties — On consideration
whereof it is ordered that the same referees again take
the account stated to them under consideration & report
to this court; whether it is their opinion that the balance
ascertained by them shall be discharged by the defendants
in money or good bonds belonging to the partnership
And it is agreed by the parties that if either of them
can produce vouchers or new matter they may apply
conclusive to the referees that the said referees make
such alterations in their statement of the accounts between
the parties as they may think necessary & make their
report to this court in order to a final decree —

Lam. Kello B. Thos

No 12
Lundie & Co
vs
Hampson & Co
} Copy
} Recd.

May 1789
2

Copy of y^e order drawn up by J^r K. rough
On consideration whereof & by agreement of J^r. parties it is ordered that the referees
again take the acct stated by them under consideration & report to this Court
[whether they were governed by the decree of this Court dated in July 1772 which is
hitherto annexed] & whether it is their opinion that the balance ascertained
by them should be discharged by the defendants in money or bonds & it
is further agreed by the parties that if either of them can produce vouchers
or new matter that may appear conclusive to the referees that the S. referees
make such allocations in the acct. ut. by them as appears necessary

Remark. Mr Wilkinsons order runs in like manner except the words within hooks
are left out & after bonds is said, belonging to the Copartnership & then stops

The order on the minutes leaves out the words in J. 1st line by agreement of J. parties
& those between hooks - but retains the words in the 7th line alluded to in my letter - which are objected to

President
Williamson's Court
vs. { *Appel*
 Bond
Lurdie Jr.

Know all men by these presents that we John
Taylor & Micajah Holliman

are held & firmly bound unto George Purdie surviving
partner of Heyden & Company
in the full and just sum of Two thousand Nine hundred
and eighty four pounds three shillings to be paid to the said
George Purdie surviving partner & his Certain attorney Executors
administrators assigns to which payment well &
truly to be made. We bind our selves and each of
us our and each of our heirs, Exors, Admors,
Jointly & Severally firmly by these presents sealed
with our seals & dated this Eleventh Day of December
one thousand seven hundred & eighty nine

The Condition of the above Obligation is such
that Whereas in an Action of a Debt of Chancery
commenced & prosecuted in the Court
of the County of Southampton by the said
George Purdie surviving partner &c. against the above
named John Taylor executor of the said ^{deceased} William
by the said Court that the said John Taylor executor
of the said ^{deceased} William should pay the sum of fourteen hundred ninety
two pounds one shilling & six pence of the said William's Estate
from which Decree the said ^{deceased} John Taylor

both prayed an Appeal to the
day of the Next High Court of in
Chancery therefore the said John Taylor
shall effectually prosecute the said appeal & pay
the costs of the same, if decreed so to do.

in case the decree of the said County Court shall
be affirmed then this Obligation to be void
otherwise to remain in full force & virtue

Signed Sealed & Delivered
in the presence of
Francis Young jr

John Taylor

Seal

Micajah Holliman

Seal

Seal