

1805-015

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HEDGPETH

VS. COGGIN

3/1805

Hedgcock
is
Coggins } bill.

To the Justices of Southampton County
sitting in Chancery, humbly complaining,
sheweth unto your Worships Your Orator
Isaiah Hedgcock—.

That on or about the
day of in the year of our Lord one
Thousand seven hundred and ninety
Your Orator discovered that he was indebted to
John Coggin in the sum of seventeen pounds
That he not having at that time a sufficiency
of cash with which to discharge this amount,
gave his bond to the said Coggin as a testimony
of the said debt. That subsequent to his executing
the bond aforesaid, he made several payments
towards its discharge, amounting in the whole
to the sum of fourteen pounds seven shillings
and one penny. That by these payments, he
reduced the balance due upon the said bond
to about two pounds and ten shillings. . . .

That Notwithstanding this circumstance (which your Orator can substantiate by receipts, and other sufficient evidence) the said Loggin maliciously instituted a suit against your Orator: and thereupon obtained a judgment, owing entirely to the unprepared situation of your Orator's Attorney. That upon this Judgment he is now threatened with an execution.

In tender consideration whereof, and for as much as your Orator is without remedy at Law, he solicits the interposition of this Court.

To the end therefore he prays that the said John Loggin ~~and others~~ may be made Defendant to this bill of complaint, and that he and the rest of his confederates ^{upon their oaths} when discovered, may, full, true, and perfect answer make to all and singular the allegations in this bill contained, and that as fully as if the same were here again

repeated and interrogated, and more especially that he set forth, whether your Orator ever made him any payments towards satisfying the bond aforesaid? What? and when?

And your Orator lastly prays that the judgment aforesaid may be enjoined, and that Your Worships will order all further proceedings on the same to be stayed, until this matter can be more fairly heard and determined in equity —

May it please V
Richard G. Byrd
p 2

⁴
November the 19. 1798

This day Isaac Hedgcock made oath before me one of the Justices of the County of Southampton that the allegations contained in the foregoing bill are true —
M^r Bailey

Mr. Coggin }
ad: } Answer
Hedgepath- }

Recd and answer
files grade to dispose

The answer of John Coggin to a bill of Complaint Exhibited against him in the County Court of Southampton, by Isaac Hedgespath. This respondent now and at all times hereafter saving and reserving to himself all manner and right of exception to the Complainant's said bill, for the many errors, omissions and misstatements contained therein, for answers thereto, or to so much as he is advised is material for him to answer unto, he answering saith. That it is true he sued the Complainant in the County of the said County to recover a sum of money justly due to him by Special and recovered Judgment thereon; but he denies having maliciously sued the Complainant. — This respondent admits that Complainant is entitled to the following Credits against the said Specialty, some of which he believes are Credited on its back: — VIZ: —

Cash at one time — supposed to be Credited on 6^d — £ 4. 10

Cash at another time of which this respondent informed his atty. when Suit was brought } 3. 0. 0
which he was always ready to allow

a Small quantity of Pease — 190 ~~at 10^d~~ at 190 — 0. 1. 6

30 lbs Bacon at — at 6^d & 1/2 — and not at 10^d 1/2 as stated — 0. 15. 0

The tenth part of 40 Gallons Brandy, which was made in Complainant's Still, (for the rent thereof he believed to be worth at that time about 4/- per Gallon — } 0. 16. 0

One Stone Pitcher — at 3/- that at 7/2 as stated — 0. 3. 0

Amounting in all to about — £ 5. 19. 6

for which he was always willing and ready to allow Just Credits, and is now ready to do so. — He denies the other Charges made by the Complainant in the Statement attached to his bill or in the bill itself. And avers that the above Statement is a true one. —

This respondent states that his attorney was instructed to give these Credits, & that he never had any intention sending out an Execution Without Crediting them.

He therefore prays to have the benefit of his Judgment
at law, except as to the aforesaid sum of £5.19.6 - and
that he may be hence dism^d. with his Costs so very unneces-
sarily incurred - And he as in duty V. -

J. Bealman per Deft

Isle of Wight County, to wit..

This day John Coggins made oath before
me, a Justice of the peace for the said County, that the foregoing
answer contains the truth, and the whole truth on the subject,
to the best of his knowledge & belief - Given under my
hand and seal - March 16th - 1855. - -

J. Johnson

Isaiah Wedgworth my client

Sept 1794	To paid John Coggin	£ 1. 8. 6
Jan'y 1795	To paid Cash	3. 0. 0
June 1795	To paid one peck Peas	0. 1. 6
June 1795	To 30 th of Bacon at 10 $\frac{1}{2}$	1. 6. 3
June 1795	To one pint of Brandy	0. 1. 0
August 1795	To Rent of an Still 24 Gallons of Brandy	7. 4. 0
August 1795	To one Large Stone puttern	0. 7. 6
May 1796	To paid Mr J. S. Fort	0. 16. 4
May 1796	To Cash paid	0. 2. 0
		£ 14. 7. 9

Hedgk. & Co. Inc.
adrs of B.
Coggin

Bill J. & Co. Inc.

Know all men by these presents that we Isaac
Hedgpeth and Son ~~the~~ — are held and firmly bound
unto J^{no} Coggin — in the just
sum of ~~twenty five~~ current money of
Virginia to which payment well and truly to be
made unto the s^d Coggin —
heirs, exors. admors. & assigns. we bind ourselves, our heirs
exors. & assigns. jointly & severally firmly by These presents
sealed with our seals And dated this 28th day of Novr.
1798

The Condition of this obligation is such
that whereas the s^d Isaac Coggin
hath obtained a judgment at common law ag^t the s^d
Hedgpeth — in the County Court of
Southampton for seventeen pounds
& Costs, and the s^d Hedgpeth —
hath obtained an injunction to stay the execution of the
s^d judgment until the matter in equity upon a bill
for that purpose filed, can be heard; if therefore the
s^d Hedgpeth — shall satisfy & pay
the s^d judgment at common law & all costs & damages
that shall be awarded to the said Coggin
in case the s^d injunction shall be
dissolved then the above obligation to be void, or else
to remain in full force & Virtue —

Sealed & del^d in
Presence of
the Court

Isaac Hedgpeth Seal
same. Baerden Seal
mark