

1872-043

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HEDLEY et al.

vs. SAMPSON

12/1872

other surnames: Hedley and Company

Hedley

v. } Stat. Rules

Sampson

all blk's lost paid \$10-

In Southampton County Court

Edward Hedley who sues both in his right and as administrator of W. J.
Hedley dec^d.

against
Amos S. Sampson

1870 June 22^d Summons issued

" July Rules - " ret^d Ex^t Bill filed Or Pub v. Aft.

" Sep Decree for Sale of^d & to take accounts.

1871 May 6 Report

1872 Aug 6 Decree to Collect of^d

" Decr Final Decree

Hedley vs
Bill
vs 3 ^{is} ~~controversy~~
Sampson

1870 July Rules

To the Honorable Joseph Ingraham judge of
the county court of Southampton in chancery
sitting

Humbly complaining your orator
Edward E. Hedley who sues both in his own right
and as administrator of W. S. Hedley and sheweth
unto your Honor that in the year 1868 a
partnership was formed between your orator, W. S.
Hedley and Amos S. Sampson for the purpose
of putting up and working a steam saw
mill at Northway station on the seaboard and
Roanoke rail roads in Southampton County
and each partner furnishing one third of the
input capital that in pursuance of the
said agreement the partnership was formed
and the saw mill put in operation and
has been continued ever since that in the
year 1869 W. S. Hedley departed this life
intestate leaving considerable estate and your
orator qualified as his administrator as will
appear by a certified copy of his will
testamentary inventory filed marked A and
intended to be taken as a part of this bill, your
orator states further that the other partner
Amos S. Sampson is a non resident of this
state and that since the death of his brother
W. S. Hedley he has been attending to the

business of the firm up to this time alone.

Gordon Orator states that the death of his brother W. S. Buckley has of itself dissolved the firm that the only partnership property is the saw mill (steam) and fixtures some timber cut &c &c and that to close up the firm a sale of the property is necessary.

For tender consideration whereof and inasmuch as Gordon Orator is without relief at law and only entitled to relief in a court of equity where such matters are peculiarly cognizable he therefore prays that Amos S. Sampson may be made a party defendant to this bill and compel him as full and perfect answer make to the allegations therein contained as if he had been thereunto sworn fully and specially interrogated that the court would decree a sale of the steam saw mill, fixtures &c and all the property belonging to the firm a settlement of the all the partnership transactions before one of the commissioners of this court and after payment of all the debts of the firm a division of the residue according to the rights of the parties, and ~~the~~ ^{that the} court would

grant such other and general relief the premises considered as equity may dictate and the nature of the case may require and as in duty bound Gordon Orator will ever pray
Charles J. J.

Hedley -

as 3 Dec

San-son

Is he entered

Sept. 19th 1880

J. W. Morganhart
Judge

Hedley vs
as 3, Deane
Sampson

This cause in which the plaintiff has proceeded in the mode provided by law against the absent defendant Amos S. Sampson came on this day to be heard on the plaintiff's bill and the exhibits filed therewith and was argued by counsel on the hearing whereof the court doth adjudge order and decree that John R. Kilby who is hereby appointed a special commissioner for that purpose shall after having given at least twenty days notice by advertisement in the Christian Sun at Suffolk and Falmouth and Franklin proceed to sell on the premises at public auction to the highest bidder the steam saw mill and fixtures at Northway Station owned by Hedley & Co for sufficient cash to defray the costs of this suit and sale including a fee of fifty dollars to Mr B. Thomas the plaintiff's counsel and the balance of the purchase money in two equal instalments of six and twelve months taking from purchaser bond with approved security and retaining the title to the property until all the purchase money has been paid and report his proceedings.

to this court, but the said John R. Kelly shall
not proceed to act under this decree until he
shall ^{have} executed before the clerk of this court a
bond in the penalty of three thousand dollars
for a faithful performance of this decree and
any other which may be required in this cause.

And a commissioner of this court is hereby
directed to settle an account of the partnership
transactions of the firm of Edward C. Healy
Amos S. Sampson and H. S. Healy ^{and} and report
the same to court together with any matter
especially stated or deemed pertinent by himself
or which may require by any party interested
to be so stated.

Southampton County Court September Term 1870

Edward E Hedley in his own right and as
administrator of W. J. Hedley decd Plff
against
Amos S. Sampson Defl) In Chancery

This cause in which the plaintiff has proceeded in the mode proscribed by law against the absent defendant Amos S. Sampson, came on this day to be heard on the plaintiff's bill and the exhibits filed therewith and was argued by counsel on the hearing whereof the court doth adjudge order and decree that John R. Kelly who is hereby appointed a special commissioner for the purpose shall after having given at least twenty days notice by advertisement in the Christian Sun at Suffolk and Jerusalem and Franklin proceed to sell on the premises at public auction to the highest bidder the steam saw mill and fixtures at Nottonway Station owned by Hedley & Co for sufficient cash to defray the costs of this suit and sale including a fee of fifty dollars to Wm B Shands, the plaintiff's counsel and the balance of the purchase money in two equal instalments of six and twelve months taking from purchaser bonds with approved security and retaining the title to the property until all the purchase money shall have been paid and report his proceedings to this court, but the said John R. Kelly shall not proceed to act under this decree until he shall have executed before the clerk of this court a bond in the penalty of Three thousand dollars for a faithful performance of this decree and any other which may be rendered in this cause. And a Commissioner of this court is hereby directed to settle and account of the partnership transaction of the firm

of Edward E. Hedley. Amos S. Sampson and W. J. Hedley
do. and report the same together with any matter
specially stated deemed pertinent by himself or which
may require by any party interested to be so stated

A. C. 1874

Test James R. Tyler, J. C.

Hobley 160

7.

Samson.

1872

Aug 6th. Deane
to collect.

To be entered

J. W. Myerhart Judge.

Hedley

vs

Sampson.

This cause came on this day to be again heard on the paper formerly read from the report of Comd. Tyler made pursuant to the decree of the Sep. Term 1870, made herein - to which report there is no exception nor argued by counsel. On consideration whereof the Court doth confirm the said Report & ~~not~~ appearing to the Court that the entire intent of said Sampson in the estate sold, has been absorbed by ~~the payment of his indebtedness to the~~ other parties (Edward Sam Hedley) doth adjudge, order & decree that John R. Kelly Comd. receive of the clerk of this Court (who will deliver the same to him on his leaving a Receipt therefor) the two Bonds of Hedley He' & D. A. Cromie of \$1177 each & collect the same & out of the proceeds pay any costs that may remain unpaid & then pay the residue as follows - one half to Edward Hedley the plaintiff & the other half to said Edward Hedley adm' of Wm J

Hedley and I made to Edward Hedley
Hedley a new fur the steam
saw mill situated at Tutukey River
old ~~herein~~ under former Decree
herein, and make report to
Court.

Hedley

to

}

Co: Deuce

Sampson

Dorchester County Court August Term 1872.

Hedley & Co.
vs.
Sampson

Deft }
Sufficiency }
Deft }

This Cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner Tyler, made pursuant to the decree of the September Term 1870, made herein to which Report there is no Exception, and upon argument by Counsel, on Consideration whereof the Court doth confirm the said Report and it appearing to the Court that the entire interest of said Sampson in the Estate sold has been absorbed by his indebtedness to the other parties, (Edward & Wm^r Hedley) doth adjudge, order and decree, that John A. Kilby, Commissioner receive of the Clerk of this Court, Cash and deliver the same to him on his leaving a receipt therefor, the two Bonds of Hedley & Co. of J. A. Crocker of \$1177 each, and collect the same, and out of the proceeds pay any Costs that may remain unpaid, and then pay the residue as follows, one half to Edward Hedley the Plaintiff, and the other half to said Edward Hedley Adm^r of Wm^r Hedley dec^d. & make to Edward Hedley & Geo. H. Hedley & Co. Deft^s for the Steam Saw Mill & fixtures on Northway River, also

Under former Deeds herein & make report (1)
Sent.

Olks fees unpaid \$6.27.

A. C. [unclear]
James R. Tyler, D.C.

Hedley Geo

n

Sampson

1892

Dec Co. Ct.

Final decree

to be entered.

Healey

n

Sampson &c

This cause came on this day to be again heard on the papers formerly read & on the report of John R. Kilby, Com^r, made pursuant to the decree of the August Term of this Court, 1872 - to which report there is no exception, and no, argued by Counsel; On consideration whereof, the Court doth confirm the said Report and doth adjudge, order and decree that the proceedings had herein be confirmed, & nothing more remaining to be done in this cause, it is ordered that the same be removed from the Docket.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you to summon

Amos S. Sampson —

if *he* be found within your bailiwick, to appear at the Clerk's Office of our *County*
Court of Southampton County, at the Rules to be holden for the said Court, on the first
Monday in *July next to answer a bill in Chancery exhibited against him in our said*
Court by Edward E. Hedley both in his own right and as administrator of Wm S. Hedley dec'd

And have then there this writ. Witness, OSWIN WHITE, Clerk of our said Court, at the
Courthouse, this *22nd* day of *June* A. D., 187*0*, in the *94th* year of
the Commonwealth.

Oswin White

Amos S. Sampson is not a resident of
Mey County.

W. L. Briggs shff

Hedley

to } Sum. Chy.

Sampson

1870 July Rules

Hedley }
vs } Gen's Notice
Pamerson }

Executed
W W Briggs sff

COMMISSIONER'S OFFICE,

Jerusalem, March 13th 1871

To

Edward E Hedley in his own right
and as administrator of W J Hedley dec^d
against
Amos S. Sampson
Plff
Deft

You are hereby notified that I have fixed upon the 15th day of April next, if fair, if not, on the next fair day thereafter, (Sunday excepted,) to take and settle, at my office, the following accounts, to wit:

"That a Commissioner of this Court
is hereby directed to settle an account of the
partnership transactions of the firm of
Edward E Hedley, Amos S. Sampson
and W J Hedley dec^d pl^r."

required to be taken by a decree of Southampton ^{County} Circuit Court, rendered on the September day of
Term 1870, in a suit in Chancery, depending in said Court, in which you are
parties, plaintiffs, and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

James R. Tyler Commissioner.

To the Sheriff of Southampton County to execute.

Hedley

to } Or. Pub:

Sampson

Copy posted at front door of
Ch House July 6th 1870

Christian Sun

At Rules held in the Clerks Office of the County Court of Southampton
County on Monday the 4th day of July 1870.

Edward E Hedley who sues both in his own right and administrator
of ^{H^m} Edward I Hedley dec^d.

Plff

against

Amos S. Sampson

Def^t.

In Chancery

The object of this suit is to obtain a decree for the sale of the Steam Saw mill and
fixtures and all other property belonging to the late partnership ^{between} ~~formed~~ of the
said Edward E Hedley, W. I Hedley & Amos S. Sampson doing business at
Atterway Station in the County of Southampton; and for a final settlement of the
^{transactions} said partnership. - And affidavit being made that the defendant is not a resident of
the State of Virginia, it is ordered that he appear within one month after due
publication of this order and do what is necessary to protect his interest.

A Copy -

Teste, Edwin White C^g

A T RULES HELD IN THE CLERK'S
Office of the County Court of Southampton
County, on Monday the 4th day of July,
1870.

Edward E. Hedley who sues both in his own
right and as Administrator of W. J. Hedley
dec'd,

Plaintiff,

IN CHANCERY,

Against
Amos S. Sampson,

Defendant.

The object of this suit is to obtain a sale of the
steam saw mill and fixtures and all other property
belonging to the late partnership between the
said Edward E. Hedley, W. J. Hedley and Amos
S. Sampson, doing business at Nottoway Station
in the County of Southampton, and for a final
settlement of the said partnership transactions.
And affidavit being made that the Defendant is
not a resident of the State of Virginia, it is or-
dered that he appear within one month after due
publication of this order and do what is necessa-
ry to protect his interest.

A Copy—Teste,

OSWIN WHITE,
Clerk.

jl15-4t
Shands, p. q.

Price of ad. \$7.00
(See index)

I do hereby certify that the enclosed
notice was published for you on ce-
ciper weeks in the Christian Adv.
and that the price charged is in
accordance with the price usu-
ally charged. Given under my
hand this 8th day of August
1870

W. B. Wellens
Proprietor of the Christian Adv.

Amherst Aug 8. 1870

Mr General

I send you the
notice desired. You can send
the money by Mr Kelly
for your Comm.

I have established a
first class Book and Job
Office in Amherst, and
would be glad to do your
Job work of every kind.
It shall be done as soon
and on as moderate terms
as any where in the State.
I have one of the best Job
printers in the State.

Yours with great respect
W. B. Wellman

COMMISSIONER'S OFFICE, }

JERUSALEM, March 13th 1871.

TO EDWARD E. HEDLEY IN HIS OWN
right and as Administrator of W. J. Hed-
ley, dec'd;

Plaintiff,

Against

Amos S. Sampson,

Defendant.

You are hereby notified that I have fixed upon the 15th day of April next, if fair, if not, on the next fair day thereafter, (Sunday excepted) to take and settle, at my office, the following account, to wit:

"That a Commissioner of this Court is hereby directed to settle an account of the partnership transactions of the firm of Edward E. Hedley, Amos S. Sampson and W. J. Hedley, dec'd, &c., required to be taken by a decree of Southampton County Court, rendered at the September Term 1870, in a suit in Chancery, depending in said Court, in which you are parties Plaintiffs, and Defendants, at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

JAMES R. TYLER,
Commissioner.

mh17-4t

Shands & Kilby, p. q.

I do hereby certify, that the annexed
notice has been published in the
Christian Sun, for four consecutive
weeks, and that the price charged
is in accordance with established
rates for advertising. Given under
my hand this 13th day of May
1871

W. B. Wellons

Proprietor.

Order of Adm.

\$7.50

Hedley Jr.

n

Comrs
Report of

Sampson

Sale

May 6

Filed ~~May 6~~ 1871

141 60

20 00

126 00

L. O. Ct

To the County Court of Southampton County.

The Undersigned reports to Court, that pursuant to the decree of the day of September 1870, made by said Court, in the cause of Hedley & W. Sampson, the Undersigned proceeded to make sale of the Steam Saw mill fixtures at Wottonay River in said County, on the premises, on the 28th day of March 1871, having first advertised the said sale by advertisements at the Court house door of said County, and at Franklin and various other public place, in the "Christian Sun" a newspaper published at Suffolk, and at such sale the said Saw mill fixtures were purchased by Edward E. Hedley ^{Thos. H. Hedley} for the sum of Twenty five hundred dollars, = \$2500.00 There was received in cash & paid out

as follows. 5 per cent Com^d on \$300 = \$15.00

To 2 per cent Com^d on \$2200. balance 44.00

" paid W. B. Shand, Atty. W. Deane 50.00

" " ~~Edw. E. Hedley~~ W. Deane, Crier, 10.00

" " Sheriff do 2.00

" " Printer 10.00

" " Com^d. Tyler. 10.00

" " Deed &c 5.00 \$ 146.00

Balance. \$ 2354.00

and for which the said Edward Hedley & Geo. Hedley, under the name & firm of

Hedley Ho? executed two notes, one for \$1177.00
at six months with Interest from date,
and the other at twelve months for \$1177.00
with like Interest, & to which said
notes, W. C. Cronce is security, &
which notes are filed herewith - The
title to said property being retained till the
further order of court.

Respectfully submitted

John R. Kelly, Comr.

1872 Oct. 21. Recd, of the Clerk of the
County Court of South, the two Bonds of
Widly 160. & H. C. Lemelle of \$1177 each
as directed by Decree of Augt. Ct. 1872
John R. Kelly Comr.

Hedley

to } Copy Deed

Sampson

Southampton County Court September 1870

Edward E Hedley who sues both in his own right and as administrator of William J Hedley dec^d.

Plff } In Chancery
Def }
Deft }

against
Amos S Sampson

This cause in which the Plaintiff has proceeded in the manner prescribed by Law against the absent defendant Amos S Sampson came on this day to be heard on the Plaintiffs bill and the exhibit filed therewith and was argued by Counsel; on the consideration hearing whereof the Court doth adjudge, order and decree that John R Kilby who is hereby appointed Commissioner for that purpose, shall after having given at least twenty days notice by advertisement in the Christian Sun, at Suffolk and Jerusalem and Franklin, proceed to sell on the premises at public auction to the highest bidder the Steam Saw Mill and fixtures at Halloway Station, owned by Hedley & Co for sufficient cash to defray the costs of this suit and sale including a fee of fifty dollars to W^m B. Chan as the Plaintiffs Counsel, and the balance of the purchase money in two equal instalments of six and twelve months taking from purchaser bonds with approved security and retaining of the title to the property until all the purchase money shall have been paid, and report his proceedings to this Court. But the said John R Kilby shall not proceed to act under this decree until he shall have executed before the Clerk of this Court a bond in the penalty of three thousand dollars for a faithful performance of this decree and other decrees which may be rendered in this cause.

And a Commissioner of this Court is hereby directed to settle an account of the partnership transactions of the firm of Edward E Hedley, Amos S Sampson and W. J. Hedley dec^d and report the same to the Court together with any matters specially stated deemed pertinent by himself or which may be required by any party interested to be so stated.

A Copy-

Teste, O. White Ck

The mill belongs to Wm J.
Headey, Ed. Headey (the same)
1/3 -

Amos S. Sampson 1/3.

Louisa Dunning 1/3.

Dissolved part - by consent

Sampson bought of Ed. Headey sr.
(former partner) but did not
pay - but became responsible in
his contract to Percy Jones for
\$1000, which he did not pay &
which Wm J. & Ed. Headey Jr. have
paid (since Wm J. & Ed. Headey
have let out the mill)

Sampson owes 1/3 to
over \$1000. & int. to
Wm J. & Ed. Headey

F. C. Odley & Co
as
Sampson } Report of
Commissioner Tyler.

1872 July 29th
"

Amos S. Sampson "one of the firm of Hedley & Co"
In account with Hedley & Co.

1869

Dr

Cr

Oct 1st To Amount paid Pusey Jones & Co of
Wilmington Del. being $\frac{1}{3}$ Amt due
on Machinery ^(Sampson being $\frac{1}{3}$) 1000 00

To Amount paid Pusey Jones & Co of
Wilmington Del. $\frac{1}{3}$ interest on
Amt due on Machinery 77 00

To Interest on \$1077.00 from 1st Oct
1869 to March 28 1871 46 93

By use of Property 389 26

one third of Amount of sale of property 784 67

\$1173 93 \$1173 93

Respectfully Submitted
James R. Tyler
for

Commissioners Office
Jerusalem July 29 1872

To The County Court of Southampton County
Pursuant to a decree of the county court of Southampton
County rendered at the September Term 1870 in a
suit in chancery depending in said court between
Edward E. Hedley in his own right and as adm^r of W. F. Hedley
decd and Amos S. Sampson. the undersigned one of
the commissioners of said court to whom was referred for
settlement the following account to wit
That a commissioner of this court is hereby directed to
settle an account of the partnership transactions of the

firm of Edward E. Hedley Amos S. Sampson
and W. J. Hedley dec^d & co reports to the court that
on the 13th March 1871 he paid notice against the
several parties aforesaid, requiring them to attend the
settlement of the said account before him at his said office
on the 15th day of April 1871. which was returned to him
Am: duly executed. That the parties aforesaid appeared
by attorneys, before the Commissioner in obedience to said
notice, and he thereupon examined stated and settled
the foregoing account of the said partnership or one
third of said firm up to October 1st 1869. and on
that day finds the said account to balance.
Your Commissioner has nothing to state specially,
more than what is mentioned in said account.
Your Commissioner further reports to the court that
after the completion of the said account he
retained the same in his office ten days
for the examination of the parties. which with the
decees and notices are herewith returned.
Given under my hand as Commissioner aforesaid
said the day and year first aforesaid.

Commissioner's fee \$10.00 }
Charged to Plaintiffs }

James R. Tyler
Comr.

Hedley H^o.

n } Report of
payments
by Am^o Kelly
Sampson

1872. Oct 22

To the County Court of Southampton County

The Undersigned reports to the Court, that pursuant to the decree of the August term 1872 of this Court, made in the case of Hedley H^o. against Sampson, he has received of the clerk of this Court the two Bonds of Hedley H^o. S.D.C. for the sum of \$1177. and paid the same out as directed by said decree, and as the following statement and annexed Receipt will show, to wit

By two Bonds approved, each \$1177—making	\$2354.00
" Int. from 18 th March 1871 to 21 Oct. 1872	221.27
	\$2575.27

I paid Edward Hedley per said decree
and per receipt $\frac{1}{2}$ \$1287.63 $\frac{1}{2}$

I paid Edward Hedley admt
of Wm J. Hedley dec^d. do $\frac{1}{2}$ 1287.63 $\frac{1}{2}$ ~~\$2575.27~~

The deed to Hedley H^o. for the steam saw mill
& fixtures at Millway mill, has been made
admitted.

Respectfully submitted
John R. Kilby, Comr

22^d. Oct^r. 1872

1872 Oct. 22. Recd. of John R. Kelly Com
the sum of Twelve hundred and eighty seven
dollars & 63 1/2 cts for myself, and the same
amount as advt. of Mr. J. Healy did
as stated in the preceding Report

\$1287.63 1/2	Edmund E. Healy
\$1287.63 1/2	
\$2575.27	

"A"

Hedley

~

Sampson

} Ex. with Bill

Southampton County Court June 20 1870

On the motion of Edward E Hedley who made oath according to law and together with D.C. Crowell his security, who it was proved to the Court was sufficient, entered into and acknowledged a bond in the penalty of One thousand dollars Conditioned according to law, which bond is ordered to be recorded - Certificate is granted him for obtaining letters of administration on the estate of Wm. J. Hedley dec'd in due form

Attest

Teste J. White Clk

Memorandum
for Clark

Memorandum for Clerk

Copy Certificate of Edward Hedley
acknowledged W. J. Hedley's estate and
file it with bill A