

1886-12

Santhampton County - Chancery

Shundley, Jno. A.

Vs - Shundley B. F.

"Is Guy or sell interest
in farming business to
settle dispute"

~~1882~~ ✓
Hendey

vs 3 Revised Exhibits

Hendey

1882 October Rules

J.B. Prince Jr.

To the Judge of the Circuit Court of Southampton
County.

In Chancery,

Complaining Thomech unto your Honor,
Your Complainant Iw: a Humble
as follows. That by deed of bargain
sale dated Oct 9. 1878, and of record
in the Clerk's office of said County, B. F.
Hendley, in consideration of the sum of
\$687.⁵⁰, conveyed unto your Complainant
one undivided half of a certain
farm in said County containing
361 acres, more or less, as will appear
more fully from a certified copy of
said deed filed herewith marked A
as an exhibit in this cause. That
since then the said Iw: & B. F. Hendley
have been farming together on said
farm jointly, and until recently,
they have been able to agree about
the management of said farm.
but now there is a dispute about the
same, and Complainant has offered
to have the same divided if possible,
or if that cannot be done, he was
willing to sell his interest or buy
that of B. F. Hendley. That it has
not been possible to effect any arrange-
ment with said B. F. Hendley and he is
not willing to do anything that is fair

Either about the sale or division of the land or about the settlement of the partnership accounts, although there was a written agreement entered into at the same date of the deed conveying the land, as to how the any difference about the adjustment of accounts should be made, as will more fully appear from a copy of said agreement filed herewith marked B, as a further exhibit in this cause.

That your complainant does not believe the land can be divided in kind, but if it can that the same may be done, but if not that it may be sold and the money arising from such sale properly distributed. In consideration whereof Complainant prays that B. F. Hundley may be made a party defendant to this bill and compelled to answer its allegations. That the said real estate may be divided between the parties entitled, if possible, but if not, that it may be sold and the money distributed according to the rights of the parties. That all proper accounts

may be ordered, and that your Honor will grant such other further general special relief as to Equity may seem meet in the nature of this case may require. And as in duty bound, Your Complainant will ever pray &c May it please the Court &c.

J. B. Prince &c.

Handley
Bill & Exhibit
Handley

1882. Oct. Rules

J.B. Prince Jr.

To the Judge of the Circuit Court
of Southampton County. In Chancery
Complaining sheweth unto your
Honor your complainant Jas A. Hendry
as follows: That by deed of bargain
& sale dated Oct 9. 1878. and of record
in the Clerk's Office of said County
B. F. Hendry in consideration of
the sum of \$687⁵⁰ conveyed unto
your complainant one undivided
half of a certain farm in said County
containing 36 acres, more or less
as will appear more fully from
a certified copy of said deed filed
herewith marked A. as an Exhibit
in this cause. That since then
the said Jas A. Hendry & B. F. Hendry
have been farming together on
said farm jointly, and until recently
they have been able to agree about
the management of said farm
but now there is a dispute about
the same and complainant has offered
to have the same divided if possible
or if that could not be done he was
willing to sell his interest or buy
that of B. F. Hendry. That it has not
been possible to effect any arrange-
ment with said B. F. Hendry and

He is not willing to do anything
that is fair either about the sale or
division of the land or about the settle-
ment of the partnership accounts
although there was a written agree-
ment entered into at the same date of
the deed conveying the land as to how
any difference about the adjustments
of accounts should be made as will
more fully appear from a copy of
said agreement filed herewith marked
"B" as a further Exhibit in this cause.
That your complainant does not
believe the land can be divided in
kind but if it can that the same may
be done, but if not that it may be
sold and the money arising from such
sale properly distributed.
In consideration whereof compl-
ainant prays that B. F. Hendley may
be made a party defendant to this
bill & compelled to answer its
allegations - That the said real
Estate may be divided between the
parties entitled if possible, but if
not that it may be sold and the
money distributed according to
the rights of the parties. That all

proper accounts may be ordered
and that your Honor will grant such
other further general & special
relief as to Equity may seem meet or
the nature of this case may require.
And as in duty bound your complaisance
will ever pray so may it please the
Court so

J. B. Primer. Jr

A Copy
Taken

J. B. Primer tells

Handley
vs. 3 Bell &c.
Handley

Executed by Delivering a copy
of this bill with the Notice thereto
annexed on the 5th day of July 1884.
W. N. Briggs Shff

To B. F. Hundley Esq.,

Take notice that ~~at~~ Rules to be taken
for the Circuit Court of Southampton on
Monday the 7th day of July 1884, I shall file
the foregoing bill in Chancery, and you will
further take notice that on the 17th day of
July 1884, in the city of Norfolk, I shall
ask the Judge of said Court, in vacation,
for an order appointing a receiver in ac-
cordance with the prayer of said bill.

Jno. A. Hundley

By W. J. Sebrice, atty.

State of Va.,

County of Southampton, to wit:

This day personally appeared before me,
B. F. McLenore a Com'r in Chancery for
Circuit Court of said County Jno. A. Hundley &
made oath that the allegations contained
in the foregoing bill are true.

Given under my hand, this 5th July 1884.

B. F. McLenore

Com'r in Chancery

To the Judge of the Circuit Court of Southampton County- In Chancery.

Humbly complaining sheweth unto Your Honor your Complainant Jno. A. Hundley that during the year 1878, the defendant B. F. Hundley conveyed by Deed of Bargain and Sale, unto your complainant, one undivided half of a certain farm in said county containing 361 acres, more or less, as will more fully appear from a certified copy of said deed filed herewith, marked "A", as an exhibit in this cause. That your complainant and the defendant farmed together on said farm, jointly, till sometime in or about the year 1882, when a dispute arose between them about the management of the said farm. That your complainant then proposed to have the said farm divided, if possible, and, if that could not be done, to sell his own or purchase the interest of the defendant. That finding all efforts to effect an arrangement unavailing, your complainant instituted ^{in said Court} a suit in Chancery for partition of said Real Estate and for settlement of the partnership accounts between your complainant and

the defendant, a copy of the papers in
said Chancery suit, ^{now depending in said Court} being herewith filed
marked "B," as further exhibits in this cause. That
since the institution of said suit, your
Complainant has done all in his power
to adjust the questions of dispute between
himself and the defendant; that the defen-
dant has been all the while in posses-
sion of all the property - both Real
& personal - owned jointly by your
Complainant and the defendant;
that the farm which was a valuable
one is in a rapid state of decay, not
having been cultivated or cared for by the
said defendant, and your Complainant not
being permitted by said defendant to look
after or attend to the same; that on
several occasions your Complainant
has suggested to the defendant that
all matters of dispute between them
be submitted to referees for adjustment
and final settlement to which he
at first assented but after said
referees had acted he wholly re-
fused to comply with their decision;
that your Complainant has always
been and still is willing to abide by
any of said decisions of referees;

that very recently three persons wholly disinterested & selected by both parties to this suit to settle all matters in dispute between them, met and decided what each party should pay and how the property should be divided, with which decision your complainant was entirely satisfied, and the defendant expressed his satisfaction therewith also, but soon after the said referees had adjourned their meeting, the said defendant declared that he would not abide by their decision, and not only refused to give up any of the joint property, or to pay for the same to your complainant, but actually by force and by threats constrained your complainant to travel some other route than the public high-way which runs through the joint property now in possession of the defendant, in order to reach his own land. In consideration whereof, your complainant prays that B. F. Hundley may be made a party defendant to this bill & compelled to answer its allegations; that some fit & proper person may be appointed to receive, collect and get in all the outstanding debts

and money due to or on account of said partnership business, and also to take possession of all the effects and property of or belonging to said partnership—both Real and Personal. That the defendant may be ordered to deliver up to such person all the effects and property—both real & personal—of or belonging to said partnership in his possession or power, and also all books of accounts, accounts, receipts, vouchers & papers of or belonging to said partnership; and that the said B. F. Sturdy defendant may be restrained by the order and injunction of this honorable Court from demanding, receiving or obtaining possession of any debts, money or property due to or belonging to said partnership, and also from in any manner intermeddling with the books, papers, bills or accounts of said partnership, and that the said effects and property—Real & Personal—of or belonging to said partnership may be sold and converted into money by and under the direction of this honorable Court. That all such further directions as may be necessary may be given.

May it please the Court &c—

W. J. Seavey, f.c.

"Exhibit"

"A"

This Deed of Bargain & Sale made
this 9th day of October 1878, between
B. A. Handley of one part and Jno. A.
Handley of the second part, witnesses
that in consideration of the sum of
Six hundred and Eighty Seven ^{57/100}
dollars to him in hand paid, by the
said Jno. A. Handley, the receipt
of which is hereby acknowledged
the said B. A. Handley does hereby
grant & convey with special warranty
unto the said Jno. A. Handley, to him
and his heirs forever, one undivided
moiety of half of the following tract
of land to-wit: a tract of land situated
in Southampton County known as old
Vicksville, containing 361 acres, more
or less - bounded now by the lands of
Samuel Kees: decd., Jesse B. Vick Jno.
St. Davis & the lands of Madison J.
Davis Estate same being said tract
of land conveyed by Trust Deed from
Jno. Vick to Jesse B. Vick Trustee by
deed dated Oct 27. 1847 recorded
in Clerk's Office Southampton,
May 15. 1848 and then conveyed by
Jesse B. Vick Trustee to B. A. Handley
by deed dated March 12, 1873 and
recorded in the Clerk's Office of

Southampton May 6. 1876 referred
both special and general is hereby
made to both of the aforesaid deeds,
Witness the following signatures
& Seals,

B. A. Handley Seal

Southampton County to wit:
J. B. Prince, a Notary Public for
the County aforesaid in the State
of Virginia, do certify that B. A. Hand-
ley whose name is signed to the
writing above dated Oct 9. 1878. has
acknowledged the same before
me in my County aforesaid
given under my hand Oct. 9. 1878,
J. B. Prince et. J.

Southampton County: In the
Clerks Office Oct: 9th 1878,
This Deed of bargain & sale from
B. A. Handley to Jno A. Handley was
this day received and together with
the Certificates thereto annexed
admitted to record

Teste L. L. Edwards, C. C.

A. Copy

Teste J. B. Prince C. C.

Exhibit



Exhibit. 'A'

This Deed of Bargain & Sale
made this 9th day of October 1878.
between B. F. Handley of one part
& Jno. A. Handley of the second
part Witnesses: That in considera-
tion of the sum of Six hundred and
Eighty seven ⁵/₁₀₀ dollars to him
in hand paid by the said Jno. A.
Handley the receipt of which
is hereby acknowledged the said
B. F. Handley does hereby grant
& convey with special warranty
unto the said Jno. A. Handley to him
and his heirs forever one undiv-
ided moiety or half of the following
tract of land to wit: a tract of land
situated in Southampton County
known as "Old Ticksville" containing
361 acres more or less bounded now
by the lands of Samuel Wells: died
Jesse B. Vick Jno. H. Davis and
the lands of Madison J. Davis. Estate
same being same tract of land conveyed
by Trust Deed from Jno. Vick to Jesse
B. Vick Trustee by Deed dated Oct. 27,
1847. recorded in Clerk's Office of
Southampton County May 15th 1848.
and then conveyed by Jesse B. Vick
Trustee to B. F. Handley by Deed dated

March 12-1873 and recorded in the
Clerks office of Southampton May 6
1876 reference both special & general
is hereby made to both of the aforesaid
Deeds

Witness the following Signature & Seal
B. F. Handley Seal

Southampton County to wit:
I J. B. Prince a Notary public for
the County aforesaid in the State of
Virginia do certify that B. F. Handley
whose name is signed to the writing
above dated Oct. 9th 1878 has acknow-
ledged the same before me in my County
aforesaid given under my hand Oct. 9
1878.

J. B. Prince Ck. P.

Southampton County In the Clerks office
Oct 9-1878. This Deed of Bargain & Sale
from B. F. Handley to Jas. A. Handley
was this day received and together
with the certificate thereto annexed
admitted to record

Attest L. M. Edwards Ck.

A Copy

Attest J. B. Prince Ck.

22
The answer of B. F. Haudley to a
bill in Chancery in the Circuit
Court of Southampton by Jas A.
Haudley against him.

This defendant
for answering to the said bill or
as much thereof as it is material
for him to answer, answering says
that the debt and contracts are cor-
rectly set forth by the copies filed with
the plaintiffs bill and all this defen-
dant asks is that it should be referred
to a commissioner of this court
to settle the partnership accounts
between them before a sale or
division of land and that the court
may then sell or divide the land as
to it may seem best directing the party
who may be in debt to the other to
pay the same in money if the land be
sold or if divided charging the
balance due on the land to the
party to whom it may be assigned
and having fully answered prays
hence to be dismissed with his costs

Signed

B. F. Haudley

Shand & Sons per

A. L. P.

Attest J. B. Prince Secy.

Southampton County to wit
This day B. A. Hendley personally
appeared before me and made oath
that the facts set forth in the
above answer are true to the best of
his knowledge & belief. Given under
my hand this 1st of October 1883

J. B. Prince CC

A copy

Teste J. B. Prince Ld

Hendley
w- 3 answer of
3 B. A. Hendley
Hendley

Exhibit "B"

Articles of Partnership entered into Octo 9th 1878 between B. F. Handley of one part and Jno A. Handley of the other part.

First B. F. Handley hereby conveys unto Jno A Handley one half interest in all the personal & chattel Estate now upon the farm on which B. F. Handley resides

Second In the event any property of any kind is put upon the said farm to be used or kept there each one of the above parties is to own equal share in the said property.

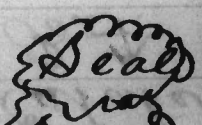
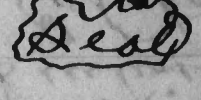
Third. Each one of the above parties is to bear equal parts of any expenses in making improvements upon the said farm.

Fourth: In making crops of the usual kinds. Each party is to bear equal part of such expenses, and to share equally any loss or profits in carrying on the said farm.

Fifth: It is agreed that each parties may take part in the management & conduct of the said farm and should it appear in the settlement to be had annually commencing Jan'y 1st 1879 that the services of one partner

in the supervision management or
conduct of said farm is worth more
than the others then upon a settle-
ment of that fact as herein after
agreed upon the amount to which
such party is entitled shall be first
deducted before any division.

Sixth- It is agreed that upon a difference
between said partners in the adjustment
of any matters arising out of this
agreement and the partners being
unable to agree all such matters in
dispute shall be settled by arb-
itrators each partner being at
liberty to select one man and the
two then selected shall select a
Third party and their decision
or a decision of a majority shall
be binding upon each partner.
Witness the following signatures
and Seals.

J. A. Kinsley 
J. A. Kinsley 

Southampton County to wit
J. J. Prince a Notary public
for the County aforesaid in the
State of Virginia do certify that

B. F. Handley & Jas. A. Handley
whose names are signed to the
writing above dated Oct. 9: 1878.
have acknowledged the same before
me in my County aforesaid
Given under my hand Oct 9: 1878
J. B. Prince

Southampton County Deeds Clerk's
Office Oct. 9, 1878. This Agreement
made between B. F. Handley and
Jas. A. Handley was this day
received and together with the
certificate thereto annexed
admitted to record
J. B. Prince
Copy
J. B. Prince

Southampton Circuit Court. In vacation.

July 17th 1864.

Jno. H. Hundley Plff

Jno. A. Hundley Plff

vs

vs

B. F. Hundley Deft.

B. F. Hundley Deft.

In Chancery -

It appearing to the Court that these causes are closely connected & blended. the Court doth adjudge order and decree that they hereafter be heard together. And this day this cause came on to be heard, on the papers formally read. the Complainant filed praying for the appointment of a Receiver, exhibits therewith filed. And was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that B. F. McLemore be and he is hereby appointed Receiver for the purpose, to receive, collect and get in all the outstanding debts & demands monies due to or on account of the partnership in the proceedings mentioned, as rapidly as possible, and also to take possession of all the effects & property of or belonging to said partnership, both real & personal. That the said Defendant be ordered to deliver up to said B. F. McLemore Receiver, all the effects & property both real & personal, of or belonging to said partnership - in his possession or power, and, also, all books of accounts, accounts, receipts, vouchers & papers of or belonging to said partnership. The Court doth further adjudge, order and decree that the said Defendant be restrained and enjoined from demanding,

receiving or obtaining possession of any ^{debt} money, or
property belonging to said Partnership, and also from
in any manner intermeddling with the books, bills or
accounts of said Partnership - That the personal
effects & property of said Partnership may be sold
& converted into money under the direction of this Hon-
orable Court. and that the Real Estate be rented
out by said receiver, he reporting to Court from
year to year. And the Court doth further adjudge
order and decree, that Partition be made of the
tract of land in the bill mentioned - to wit: one
half to Jno A. Boudley and one half to B. F. Boudley
having regard to quantity & quality, and for the
purpose of effecting such Partition, the Court
doth ~~decree~~ that one of the Commissioners of
this Court inquire and report whether or not
the same can be allotted to the aforesaid parties, their
respective shares, by metes & bounds, or the entire subject
matter can be allotted to any party who will accept
it, & pay therefor to the other party such a sum as
his interest therein may entitle him to receive - but,
if in the opinion of the said Commissioner, such
Partition ^{of the real Estate} cannot be made in kind without loss
or injury to the parties, then the said Commissioner
will report that fact to the Court, and the reasons
upon which such opinion is based - together
with the annual & for simple value ~~value~~ of
the land. And the Court doth further

adjudged, order and decree. that one of the
Commissioners of this Court, take an account
of all the Partnership transactions - Mercantile
and farming - between the Plaintiff and Defendant
and report the same to Court, together with any
matter specially stated deemed pertinent by
himself or which he may be required to state
by any party interested. But, before the Plain-
tiff shall have the benefit of the injunction
awarded in this order, he or some one for him
shall enter into a bond before the Clerk of
the Circuit Court for Southampton, in the
penalty of \$1000., with security to be approved
by said Clerk, conditioned to pay to the Defen-
dant, all damages & costs which he may
sustain in the event the said injunction is
dissolved. And leave is hereby reserved for the
Plaintiff & the receiver to make application
to this Court in vacation, for such orders as
may be necessary to enforce this decree.
And the Court doth further adjudged, order and
decree that the said Receiver shall not pro-
ceed to act under this decree, until he shall
have executed a bond in the penalty of \$2000 -
with approved security, before the Clerk of the
Circuit Court for Southampton County, conditioned
according to law - for the faithful performance of
this decree -

And it is further ordered that the said Receiver

Hundley

3
Sp'a

Hundley

1884. 11th Oct:

Excused by
delivered by
cells of the
Hewitt's. Well
a copy of this same
on the 6 day of Oct
1884. Oct 6th 1884
by the Court

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

*Geo. H. Vick, John G. Kells
and J. D. Brett for*

to appear before B. F. McLEMORE, a Commissioner in Chancery for the
county, at his office, in Jerusalem, Va., on the 11th day of

October

Court of Southampton
1884, to testify and
the truth to speak on behalf of

John A. Handley vs. B. F. Handley

in a certain chancery suit in our said court depending and undetermined between

John A. Handley

Plaintiff

and

B. F. Handley

Defendant

and this *They* shall in no wise omit under penalty of law. And have then there this writ.

Witness, B. F. McLEMORE, Commissioner of our said Court, at his said office, this

September

1884, in the 109th year of the Commonwealth.

15th day of

Teste:

B. F. McLeMore

Comt

Hundley

7/3 Notice

Hundley

1884. 11. Oct -

Excuse by the
of the Assembly
a copy of the
on the 1st day of Oct.

1884.

A. F. Ross is
for the 1st day of Oct.

Commissioner's Office,

Jerusalem, Va. Sept 15th 1884

To John A. & B. F. Hundley

You are hereby notified that I have fixed upon the 11th day of Oct next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts,

to wit: Whether or not partition can be made of the real Estate in the bill mentioned, belonging to John A. and B. F. Hundley - by metes and bounds - having regard to quantity and quality - or if either party will accept the entire subject matter, paying therefor a reasonable sum, to the other party entitled thereto.

Also the Annual & fee simple value of said land -

also an account of the partnership transactions between the Plaintiff and Defendant - Mercantile and farming together with any other matter specially stated deemed pertinent by himself or which he may be required to state by any party interested.

required to be taken by a decree of Southampton Circuit Court rendered ⁱⁿ the vacation, July 7th term, 1884, 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.

B. F. McLenore

Commissioner.

To the Sheriff of Southampton County to Execute.

B. F. Hurdley
to $\frac{3}{4}$ Repts
Mrs. Hurdley

27
68-
192

Recd. of John A. Hendy all demands
private & jointly up to January 1st 1882
in full of Bonds. accounts and all of
our past transactions up to the said
day 1st 1882, including a bond of four
hundred & fifty dollars I hold against
the said John A. Hendy which I now
— is to deliver to said Hendy
Given under my hand this the 19th day
of October 1882

Wm. Hendy
A. Hendy

B. F. Hendy

An account showing the annual &
absolute value of the joint land of Mo: A.
& B. F. Hunder. - viz:

To 386 Acres of land -
valued at - 3 Annual Fee simple
\$250.00 \$3000.00

Respectfully submitted

B. F. Hunder

Com: in Chancery

Commissioner's Office

Jerusalem 7th Oct 23rd 1884.

To the Hon: Geo. Bluff.

Judge of the Circuit Court
of Southampton County.

Pursuant to a Decree
of the Circuit Court of said County of South-
ampton, rendered in ^{in the Chancery suit of B. F. Hunder vs. B. F. Hunder} vacated July 17th 1884 -
directing that "one of the Commissioners
of said Court report whether or not par-
tition can be made of the real Estate in
the proceedings mentioned, between the
Plaintiff and Defendant in said suit,
by metes and bounds, having regard to
quality and quantity, without injury
to the parties" and, also, to report if the
entire subject matter could be allotted to
any party who would accept it and pay
therefor to the other party, such a sum as
his interest therein may entitle him to receive
together with the annual and fee simple
value of said ^{the undivided} land, beg leave to report:
That in obedience to the aforesaid Decree,
he issued Notice to the Plaintiff and Defendant
and also Subpoenas to Geo. W. Vick & others -
on the 15th Sept 1884 - requiring them to
appear before him at his Office, in Jerusa-
lem, on the 11th Oct: 1884, all of which have
been returned by the Sheriff, duly executed, &
are herewith filed. The Commissioner

from the evidence before him.
is of opinion that the land can not be divided in kind, by metes & bounds, having regard to quality and quantity, without injury to the parties unless one party should be required to pay to the other, such a sum of money as the Commissioner who may be appointed to make such partition may consider as just and proper. The Plaintiff, Jno. A. Houndley has expressed a willingness to take the entire subject matter and at \$4000.00 or is willing to sell his interest to the Defendant. The Commissioner recommends that the whole tract be allotted to one of the parties, as being the better plan to effect a speedy settlement. And in as much as the Defendant, B. F. Houndley, has expressed no willingness or desire to buy his Brother's interest, the Commissioner respectfully recommends that the entire farm be allotted to Jno. A. Houndley. Special attention is called to the deposition of Geo. W. Vicko, which accompanies this report.

Respectfully Subscribed
B. F. McLenore
Comm^r in Chancery

Jerusalem
Oct. 11th 1884 }

The Depositions of Geo. W. Vick & others
taken before me, B. F. McLenore a
Commissioner in Chancery in the Cir-
cuit Court of Southampton County, (pur-
suant to Notice hereto annexed) at
Jerusalem Va. Oct 18th 1884. to be read
as evidence in the Chancery Suit of
Hendley vs Hendley. now pending in
the Circuit Court of said County.

Present.

Atty. for Deft.

Atty. for Plain.iff

The Witness, Geo. W. Vick, being duly sworn
deposes as follows:

Q: What is your age, where do you reside
and do you know the parties to this suit?

A: My age is fifty three years - reside near
Victorville - in one mile of the place, and
know the parties to this suit.

Q: Do you know the tract of land in the
bill and proceedings mentioned?

A: I do.

Q: From your knowledge of the land, do
you think it can be divided in kind -
by metes & bounds - having regard to qual-
ity & quantity - & without injury to either
party - ?

A: I think it would be a very difficult matter to do.

the land is cut up by three roads - and having all the buildings on one side of the road, or nearly all - and the greater part of the land lying on the ~~opposite~~^{same} side of the road -

Q: Do you think the interest of the parties would be promoted by a sale of the entire subject matter and the proceeds divided between the Plaintiff and Defendant?

A: I think it would -

Q: What do you think, the fair annual value of the said land?

A: About Two hundred & fifty dollars -

Q: What, in your opinion, is the fee simple value of the land?

A: I should think Three thousand dollars as the fair cash value of it.

And further, this deponent says yet not -

A. W. Viesz

1

An Account showing the amount of Assets
belonging to the firm of John A. Hundley & Pro.
the amount each partner contributed to the Cap-
ital stock and each man's share of the gain.

1884 Oct	1	By amo: proceeds of Farm 1882	\$1452 10
		" " Rent of Farm for 1883	240 00
		" " " " " 1884	240 00
		" Total amo: assets - - - -	<u>\$1932 10</u>

To	Amo: Contributed by	John A. Hundley	\$372 73
"	" Contributed by	B. F. Hundley	266 60
"	Total amo: Capital invested -		<u>\$639 33</u>

To	John A. Hundley's share of	gain	\$1125 63 1/2
"	B. F. Hundley's share	of gain	806 46 1/2
			<u>\$1932 10</u>

Respectfully Submitted
W. B. F. McLean
Com'r in Chancery

Commissioner's Office
Jerusalem Pa.
Oct. 23^d 1884.

To the Hon. Geo. Blount, Judge of the Cir-
cuit Court of Southampton County.

In obedience
to a Decree of the Circuit Court of Southampton
County, rendered in vacation, July 17th 1884 -
directing that one of the Commissioners of this
Court, take and Account of the "partnership
Transactions of John A. (2d) B. F. Hundley, both
mercantile & farming, and also to assign
and report whether or not there can be allotted
to the various parties, their respective shares,
by rules and bounds, or the entire subject
matter can be allotted to any party who will

1
2.
accept it, and pay there for to the other party, such a sum as his interest therein may entitle him to receive, & ~~or whether the entire~~ together with the annual & fee simple value of the said land. The undersigned Commissioner begs leave to state, that on the 15th day of September 1884, he issued Notice to the parties, stating that he had fixed upon the 11th day of October 1884, for taking and settling the above mentioned accounts. which Notice has been returned to the Commissioner, by the Sheriff of this County, duly executed. which said Notice is herewith filed. forming part of this report. That he also issued Subpoenas for Geo. W. Vicko. Geo. G. Kells and J. D. Trettow, requiring them to appear before him to give evidence in relation to the division of the said real estate. - That on the said 11th day of Oct: 1884, he proceeded to take the above account. and finds that the partnership assets amount to \$1932.¹⁰ of this amount \$1680.⁷⁹ remains in the hands of B. F. Hurdler, and \$251.³¹ is held by John A. Hurdler, as will appear by statements herewith filed.

making \$1932.⁰⁰ - That the Defendant B. F. Hundley has been in quiet possession of the entire real estate since Jan 1st 1883. and that the Plaintiff John A. Hundley has received no part of the rents or profits of the land for those years - hence, the Defendant has been charged with the rent, and the amount of said rent added to the partnership assets before division was made.

A receipt dated 19th Oct. 1882, herewith filed, shows that a full settlement of all the partnership transactions between Plaintiff and Defendant to Jan 1st 1882, ^{has been effected} consequently this report dates from the said 1st Jan 1882 to the present time, and refers only to the farming operations between the parties - the mercantile business or Copartnership having expired before said receipt was made - reference being made to the Deposition of Mr Geo. H. Vick, as regards the genuineness of said receipt - said deposition being filed with and forming part of this report. - That that Defendant B. F. Hundley is intitled to a credit of \$70.⁰⁰ which the Plaintiff John A. Hundley admits he owes him, on the settlement made

on the 19th Oct: 1882.

Respectfully Submitted.

D. H. M. Leamore

Comr Chanery

Jerusalem 9^a
Oct: 18th 1884 }

Expense acc of Ino. A. Hurdler 1882			
50	Vernon Hedgcock	\$16. ⁰⁰	building Home "
"	J. P. Olcott	" 7. ⁸⁰	Shingto - "
"	Ino. Drury	" 21. ⁰⁰	Brick " "
"	S. A. Vick	" 70. ⁰⁰	Quano. "
"	"	" 3. ⁰⁰	" "
"	Allen & Prichard	" 34. ⁵⁰	Bacon "
"	Ino. Kells	" 15. ⁹⁸	Sed Pnuts "
"	Jenkins & Gutcheon	" 4. ⁰⁰	Plow. "
"	C. Fearing	" 24. ³⁵	Tax. "
"	Geo. Whiffles	" 6. ³⁰	Dur bio "
"	Edder Ricks	x 79. ⁵⁰	P. nuts "
"	Bob & Fenton Ricks	x 90. ³⁰	" "

The two last items are to be deducted from gross amt
 sale p./nuts. & firm charged with balance -

1882

By amo: due the firm by
J. A. Humbley for Bacon
sold in 1882

176.31

" amo: due the firm by same
for Bacon sold at
Franklin

75.00

To paid Wedgheer - building house

16.00

" " J. T. Island for shingles

7.80

" " Jno Drewry for Bricks

21.00

" " S. A. Vick " Guano

73.00

" " Allen & Prichard " Bacon

34.50

" " Jno Kells " Seed P/nuts

15.98

" " Jenkins & Cutchin for Plow

4.00

" " Taxes for 1881 -

24.35

" " Geo. Whitfield - due bill

6.30

" " Edgar Hicks for P/nuts

79.50

" " Robt & Fenton Hicks "

90.30

Balanced

372.73

An account of the Partnership Transactions
between John A. ^{and} B. F. Hundley, made pursu-
ant to a Decree of the Circuit Court of Southampton
County, rendered in vacation, July 16th 1884, in the
Chancery suit of Hundley v Hundley -

By amts: in the hands of B. F. Hundley		
proceeds of 11 Bales Cotton 1882		365.35
" " due by same, for Bacon		
sold by Allen & Richardson 1882		59.93
" " due by same, for Peanuts		
sold to S. A. Vecho in 1882		449.54
" " due by same for 40 Bbls		
Corn @ \$4.00 1882		160.00
" " 4650# Fodder @ \$1.25 "		58.12
" " due by same, for Bacon		
sold by Allen & Richardson 1884		72.40
" " due by same for Apples		
sold J. D. Trelow in 1884		
1107 Bbls @ 35 [¢]		37.45
Paid for Ginning & packing Cotton	45.00	
" " Tax for 1882	25.00	
" " " " 1883	30.00	
" " for Hauling Apples	15.00	
" " Expenses to Norfolk	18.00	
" " Services on farm 1882		
as Manager - for \$100.00	100.00	
" " R. M. Stephenson, Shingles	2.10	
" " Expenses to Petersburg	4.50	
" " Dry Expenses, Hauling	18.50	
" " for packing & hauling		
Bacon to Dror & furnishing		
Boxes	5.00	
" " for our Plow	3.50	
Balance		

~~814.89~~
\$2666.00 / 200.79

By bal due the firm. by
B. F. Hundley

~~814.89~~
\$984.19

By rent of Farm 1883
" " " " 1884

240.00
240.00
\$1464.19

The Witness J. A. Hundley, being sworn,
deposes as follows. -

~~J. A. Hundley~~ -
knows if suits to Jan 1/82 - no more antilo business
since ~~since~~ Jan 1/82. only farm products - since that
time - amo: proceeds not known - Drft rec^d money
for 11 B/c. \$386.²² - ¹⁸⁸³ - amo: Bacon \$57.23 from
Allen Prechard - in 1883 - 91 Bags P/mto - sold
to Saml. A. Vick - 6 1/2 cts per lb. weight - not known -
about 50 Bbl. Corn - Judged to be 5000th for & in -
Rec^d amo Exp nothing for 1883. -

1882 - Rec^d \$176.³¹ for Bacon - paid out \$16.
for building house - \$7.⁸⁰ for shingles - Bricks
\$21.⁰⁰ - Two Ton Guano. \$70.⁰⁰ - 2 Bags Do
\$3.⁰⁰ - 1 But Bacon \$34.⁵⁰ - Seed Pea/mto \$15.⁹⁸
1 Plow \$4.⁰⁰ - Tax for 82 \$24.³⁵ - paid Edlar
Ricks for P/mto \$79.⁵⁰ - Bob & Fenton Ricks \$90.³⁰
Geo. Whitfield \$6.³⁰ - P/mto let included ~~substantially~~ sold.
1884 - Rec^d not paid out anything -
Drft rec^d in 1884 from Allen Prechard
for Bacon \$72.⁴⁰.

Cross Examination of J. A. Hundley -

Q Was any thing said about previous ^{partnership} transactions
of 5 years standing being out of date? -

A No -

Q Did you not tell Frank Hundley that if he
did not give this receipt, you would bring
up some old debt which you had against
him? of past transactions?

A No Sir -

Amounts received by B. F. Hurdler
 \$386.²³ lrp. \$20.⁸⁵ ✓ 1883
 " 57.⁹³ Bacon & Richard ✓ "
 " 449.⁵⁴ Pea nuts ✓ "

Affidavit - Exp: to Norfolk to Collect Draft \$18.⁰⁰
 was necessary to collect.

40 Bbls Corn - @ \$4.⁰⁰ ✓ 1883 -

4650 # Fodder @ - ✓ 1883

\$176.³¹ Bacon Allen & Richard - 1/84 -

- Charges of B. F. Hurdler -

By amo. paid Ginning & packing Cotton 11/3/80. \$ 45.00

" " " Co. Treasurer Jan 1882 25.00

" " " " " 1883 30.00

disputes For 1 " " Freight & Box Ricks labor X 21.50

" " " Bacon sold to Dr Bayharts X 75.00

By 107 Bbls Apples J. D. Pettow 35. ✓ 37.45

To fair Compensation for hauling -

The Drift Charges Damages for San Mico - 150.00

& disputes on the grounds that ~~there has been~~ ^{there has been}

no San Mico signed receipt & also that

the property has not been so damaged

To Services rendered on farm 182. X 100.00

disputes on grounds that the services of

Plaintiff & Defendant balanced. ~~substantially~~

To paid Bob Ricks for labor in 1883 43

" " R. W. Stephenson Shingles - 1883 - 2.10

" " Sundry Expenses X 1882 18.50

To Expense to Petersburg to collect money for
sale of Bacon \$ 4.50

" " Packing & handling Bacon-
to Iron- 5.00

" " 1 Plow 3.50

1

Geo. H. Vick - being sworn, deposes as follows: -

Q: I see that your name is signed to the receipt in question. Do you acknowledge the signature as that of your own? -

A. I do.

Q: On the day this receipt was passed - to wit: on the 19. Oct/82 - Did John A. Hundley use any fraud, or any undue influence whatever, to cause B. F. Hundley to sign said receipt, so far as you know?

A. None that I know of.

Q: Were you, or were you not called in on that day to assist in effecting a settlement between the parties? and if so, state what transpired between the parties, and ~~what~~ how the settlement was effected?

A: On the 19th Oct/82 - I rec^d. a note from Mr B. F. Hundley requesting me to come to his house early next morning. I went agreeable to request. After getting there, I drew off his account, at his request, against J. A. Hundley, amounting, I think to about \$4000 - running back for a number of years - After I had drawn the a/c. against J. A. Hundley, I took the acct in my hand - and remarked: What is the difficulty between you and John Hundley, that you cannot settle, here

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is your account - and I suppose for A.
Hendley has one? Mr B.F. Hendley re-
plied in substance! I see no reason why
we should not settle - He then asked me
to see Mr J.A. Hendley next morning, and
see if I could not effect a settlement - I declined
at first: but afterwards consented to go, at his
request - On the next morning, the 19th
Oct. /82. I had to go by Mr B.F. Hendley's
in going to J.A. Hendley's - I saw B.F.
Hendley at his gate. I asked him on what
basis I should effect a settlement between
him & his brother - He told me to try and
save him all I could, especially the \$450.⁰⁰
bond, mentioned in receipt - which I
promised to do. I then went to Mr J.A.
Hendley's with these instructions - and
told Mr J.A. Hendley the object of my
visit - I then called over the life of B.F.
Hendley - item by item. Mr J.A. Hendley
presented some offsets and receipts against
Mr B.F. Hendley's life - presenting none, how-
ever, against the old claims of B.F. Hendley -
I then surrendered all hope of saving any-
thing for B.F. Hendley - (I was representing
B.F. Hendley, entirely) except the bond above
referred to, of \$450.⁰⁰ - Which I tried to save
for Mr B.F. Hendley - I then made a

proposition to Mr J. A. Handley; if he would pay Mr B. F. Handley, the bond of \$450.⁰⁰ that the matter could be closed at once, & receipts passed - which Mr J. A. Handley declined to do. We then went into an actual calculation, and upon the best evidence I had before me, I thought there was but little difference between the accounts of the parties - I think the difference was about \$70.⁰⁰ which Mr J. A. Handley promised to pay to Mr B. F. Handley - We then came back to Mr B. F. Handley's (Mr J. A. Handley and myself) and I wrote the receipts which passed between the parties - the parties, J. A. (and B. F. Handley) having agreed to the settlement, which closed all matters between them up to Jan 1st 1882, as shown by receipt herewith filed.

Q: Do you state then that this settlement of partnership affairs between J. A. and B. F. Handley up to Jan 1st /82, as aforesaid, was conducted with perfect fairness, and was concurred in by both parties?

A: Yes, I do. was concurred in by both parties, ^{both} passing receipts -

Q: By Defendants Counsel -

Did this settlement include all

partnership transactions between the
Parties - both Mercantile & Farming?

A: I understood that it was a full settlement
of all their transactions, Mercantile & Farm-
ing, up to Jan 1/82.

Q: What was the amount of the account
presented to you by Mr J. A. Hurdley?

A: I think there was but little difference
between the two accounts.

Q: Did you strike out any items of Mr
B. F. Hurdley's A/c?

A: I advised him not to put some items in
his A/c, when I was drawing it off -
& he acted upon my advice -

Q: Did you not tell him that in your
opinion ^{of the partnership transactions} all accounts, which had been
standing more than five years, would
be thrown out?

A: I do not remember saying anything
about partnership accounts, but think I
expressed the opinion that accounts for
more than five years standing would
be thrown out.

Q: Were not most of the items in the
accounts of Mr B. F. Hurdley, partner-
ship accounts?

A: I think the bulk of them were, but
cannot speak with certainty.

Q. by Dr. Counsel.

Would Mr B. F. Hurdley, in your opinion have given the receipt, had he known that all the transactions, both of the mercantile firm and of the farm, could have been got against J. A. Hurdley, into the settlement?

A. I cannot say what would be my opinion had I known Mr B. F. Hurdley - in regard to his giving the receipt.

Q: You acted as the friend of Mr B. F. Hurdley, in this settlement?

A: Yes -

Q. You ^{have} acted as Sheriff in this County for a number of years, and skilled in the business?

A. I have acted as Sheriff.

Q. You had the entire confidence of Mr B. F. Hurdley in this business?

A. I suppose I did.

Q: Had you known the Statute of limitations would not run ^{mercantile} ~~against~~ ^{between partners} ~~against~~ ^{more than} five years old, would you so have advised Mr Hurdley?

A: Certainly I would not.

Re examination by Plaintiff's Atty.

Q. Were any accounts of B. F. Hurdley rejected or disallowed on the grounds of their being of more than five years standing?

A. Mr J. A. Hundley did not reject or dispute any thing.

Q: Were not, in your recollection, claims of B. F. Hundley, of more than five years standing, allowed in the settlement?

A: According to my understanding the whole of B. F. Hundley's account was allowed, running back several years before the partnership between the parties, at Vicksville commenced. I did not strike out any item on B. F. Hundley's ac^t, on account of its being of more than five years standing.

And further this deponent says not.
A. W. Vicks

The Witness, Wm. J. Hundley being duly sworn. deposes as follows. (Defendants witness)

Q. By Defendants Counsel -

Mr Hundley, did you have any conversation ^{with} ~~between~~ J. A. ^{and} B. F. Hundley in regard to the partnership transactions between the parties - and if so, state what the conversation was?

A: The four first years they owned Vicksville

I was up there in the fall - they were carrying on a pretty good trade in the store, buying cotton, pea nuts & selling goods - John Hundley and I walked out in the road in front of the store - I said to him, you must be making money here - he said yes - we have cleared a thousand dollars a year - and placing his hand in his pocket - said - I have it in here - a while after that I was at John A. Hundley's house, talking about his & Frank's business - John said to me; Frank and me, had better settle our business - I have some papers in my hands, that would ruin Frank, that I know is not right -

Q. By Counsel for Plaintiff

When did this conversation take place between you and Mr J. A. Hundley, at his store?

A: in the year 1878 - in the fall

Q: by same.

When did the conversation take place between you and Mr J. A. Hundley at his house?

A: Do not recollect.

Q: by same -

Do you know whether or not, any settlement has been effected between

the parties?

A. I do not.

And further this deponent say etc not.

W. J. Handley, -

The Witness, Mrs Marzella Davis, being duly sworn - deposes as follows. -
(Defendants Witness)

Q: by Defendants Counsel -

Were you present when a conversation occurred between J. A. and B. F. Handley, in regard to a settlement of their affairs - & if so, state what the conversation was?

A: I have heard them often, but did not pay sufficient attention, to enable me to answer correctly.

Q: by same -

Do you not recollect B. F. Handley's offer to buy out J. A. Handley's interest in the Vick's view property, at \$2000. and Mr J. A. Handley's acceptance of the offer?

A: Yes Sir -

Q: What year was that?

A: I don't remember - but as ~~well as~~ I recollect it was this November, two years ago -

Cross Examination of Plaintiff
Committed -

Q. Do you know whether or not, that bargain was ever confirmed or carried into effect?

A. No Sir: I do not.

Q. Was it before or after your marriage that you heard this conversation?

A. Since I was married.

Q. Did you ever know Mr J. A. Hurdley to pay over any money to B. F. Hurdley?

A. Yes Sir.

Q. Now Davis, do you know who has been in possession of the farm for the past two years?

A. Admitted by Deft's Counsel, that B. F. Hurdley has been in possession for past two years.

And further this deponent says the svt.

- M. Davis -

No other witness appearing, the further taking of these depositions is continued until Saturday the 18th Oct: 1884, at the same place and between the same hours.

B. F. McLean on

Counsel in Chg

Saturday, Oct: 18th 1884

Present: H. B. Shands. atty for Defendant
" W. J. Seabrook " " Plaintiff-

B. F. Hundley, the Defendant in this cause, being duly sworn, deposes as follows: -

Q: by Defendants Counsel:

Will you state what was the understanding between you and John A. Hundley & what were the representations made to you at that time, ~~where~~ you gave said John A. Hundley the receipt ^{dated} on the 19th Oct: 1882

A: Jno. A. Hundley told me he would withdraw the suit & would come and have a fair settlement with me & would have no more trouble about the suit; And if I did not give the receipt, he would raise the "old judgments against me, which were in the Clerk's Office. Mr Geo. Vicko was to ~~enter~~ hold the receipt until the suit was withdrawn

Q: by the same:

Did not Mr Geo. Vicko, your friend in this settlement, tell you that all items in the partnership account over five years old, would be excluded by the statute of limitations in the settlement of the partnership account, between you and Jno.

A. Hurdler?

A. Yes Sir.

Q. by the same -

Would you have given the receipt had you have known or believed that all the partnership transactions running back to 1874, or the beginning of the partnership, could have been got into the account?

A. I would not.

Q. by the same:

Have you made any threats of personal violence against John A. Hurdler, if he passed along the public road, in front of the house where you reside, and if so, state the time, place & why you did it?

A. I never did in my life, that I remember.

Prop examination by Plaintiff
Advised

Q. Did you, or not, have a settlement of the partnership affairs between you and John A. Hurdler sometime in 1877 or 1878, in the presence of J. D. Prellow?

A. It has been a long time ago (and

I do not remember ~~distinctly~~ ~~any thing~~ about

Q. by same -

Have you or not been in possession of the farm during the years 1883 & 1884?

A. Certainly, I have -

Q. by same -

Have you accounted to John A. Hundley for ^{any rents or profits} 1883 & 1884?

A. I have not.

Q. by same -

Did you or did you not make an assault upon Mr. A. Hundley, in the road near Vicksburg, and follow him nearly to the Jesse Vicks Gate, and make threats against him in the presence of Mr. A. Gardner, in the month of March 1884?

A. At the time alluded to Mr. John A. Hundley was passing my house, along the public road at Vicksburg, and I went out to have some conversation with him in regard to a settlement we had at Trinity Church. We conversed for some time on the subject. I following him along the road in the direction of Jesse Vicks' old store. When reaching the ground bridge near the store. Mr. John Hundley turned to me and said: "if you follow me

any farther, I will blow your damned brains out". My reply to him - dont say that, for that is a game at which two can play - he went on to Mr Erasmus Vicks' house and borrowed a double barreled gun from the wife of Erasmus Vicks. I found him standing in the yard with the gun when I got up there - and after staying there a short time I went home.

Q: by said

Did you or did you not, at J. D. Doctor's Mill, in or about Feb 1883, in the presence of said Doctor, make the threat, that if Jno. A. Hurdley did not give up to you the receipt filed in these papers, you would kill him?

A: If Mr Doctor will say I did, I will not deny it. but I wish to make the following statements. but I think I said to Mr Doctor, that if Jno. A. Hurdley did not give up the receipt for the cotton, that I would whip him or he should whip him -

Examined by Dr. C. Corbett -

Q: Did you make any Crops on the farm for 1883 & 1884. & if you did not state the reasons why?

A: I made none in 1883. and expect to make twenty barrels Crops 1884 - & the reasons why I did not, was that Mr Jno. A. Hurdley would not let any hands remain on the place.

Hurdley
3 } Report -

Hurdley

1884. Oct. 23rd file -

And further this deponent sayeth not.
 B. F. M. Lemore

Virginia

Southampton County. To wit:

I B. F. M. Lemore, a Commissioner in
 Chancery for the Circuit Court of South-
 ampton County, in the said State, do hereby
 certify that the foregoing Depositions of
 Geo. W. Vick & others, was duly taken, sworn
 to and subscribed before me, at the times
 & place and for the purposes therein
 mentioned.

Given under my hand this 18th day
 of Oct. in the year 1884.

B. F. M. Lemore

Comm'r in Ch'g

Commissioners fee \$35.00
 Ch'g? to Plaintiff -

Handley
" 3 Receiver Bond
Handley

5
Receivd
pay 11/1

CCCC

Know all men by these Presents, That we

B. F. M. Lemore

I. B. Prince

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Two thousands and

Dollars, to the payment whereof well and truly to be

made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation. ^{and we the} Sealed with our

seals and dated this

13th

day of

Oct

A. D. 1884

Obligors herein hereby waive all claim, right or privilege to discharge

~~The Condition of the above obligation is such that if the above bound~~

any liability arising under this bond in any currency, counter-claims or offsets other than legal tender currency of the United States.

The condition of the above obligation is such that if the above bound B. F. M. Lemore, who was appointed Receiver in the Chancery suit of Hundley v. Hundley by Decree of the Circuit Court of Southampton County rendered in vacation, July 17th 1884 - for the purpose to receive collect and get in all the outstanding debts, moneys &c. due to or on account of the partnership in the proceedings mentioned & also to take possession of all the effects & property of or belonging to said partnership, both real & personal &c. &c. &c.

shall faithfully discharge the duties of his office or trust according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered }

in presence of the Court.

B. F. M. Lemore
I. B. Prince



Southampton County Circuit Court Clerk's Office
Oct. 13th 1884, The above bond was acknowledged
by the parties thereto & submitted to record
- Deo to J. B. Prince &c

Handley
25 } Report
Handley

The first thing I noticed when I stepped out of the car was the cold. It was a sharp contrast to the warm blanket I had been sitting under. I looked up at the sky, which was a pale, hazy blue. The air smelled like a mix of fresh earth and distant smoke. I took a deep breath, feeling the cold air fill my lungs. The ground beneath my feet was soft and uneven, covered in a layer of dry leaves and small twigs. I walked slowly, my boots crunching against the ground. In the distance, I could see the faint outlines of trees and buildings, but they were too far away to make out clearly. The overall atmosphere was one of quiet solitude and a sense of being in a new, unfamiliar place.

Handley
vs Exception to report of
Handley Commissioners J. D. Patton
Joshua Patton & G. W. Vick
made 5th Nov 1883

B. F. Handley by Wm. B. Shaud^{his}, atty
comes and files the following
exceptions to their report

1st That the said Commissioners gave
him no notice of the time & place of
their meeting when they were going
to act and so far as he has heard
no evidence as to whether the land could
be divided or not. the said B. F. Handley
being decidedly of the opinion it
could be divided by one party taking
more or less land and paying the other
so much money, and he now desires
that the report may be sent back
and be heard on these points

B. F. Handley
by Shaud & Sons, Attys

A. Copy

Deeds

J. B. Priner Clk

To The Judge of Circuit Court
of Southampton.

Your Commissioners appointed at
November Term of Circuit Court 1882
in case of Jno A. Hensley & B. G. Hensley
by leave to submit the following report.

We find owing to the way the land
is situated being so cut up with
roads and the arrangements of the
Mona House appertinances that we
cannot divide it in a satisfactory
manner nor could it be so divided
without one of the parties paying
money to the other which they cannot
agree upon doing. We think a fair
cash value for the land to be about
Four thousand dollars all of which
we much respectfully submit
Nov: 5th 1883.

J. D. Pretlow
Joshua Pretlow
Geo. W. Vick.

A copy
Noted

J. B. Prince lcl

Hundley
or. { affidavit
Hundley

1884. July 16th filed.
J.P. C.C.

This is to certify that sometime during April 1884 I acted as one of three arbitrators to settle the questions of dispute existing between Jno. A. Hundley and B. F. Hundley touching a division of their partnership property - That we the arbitrators gave a decision in the premises with which both parties at the time expressed satisfaction - Jno. A. Hundley voiced much anxiety to have the matter settled & said in advance of our decision that he would abide by any decision that we, the arbitrators selected by both parties, might make. I further state that B. F. Hundley, on the day of our meeting, said that he was in possession of all the partnership property.

Wm. A. Bell

State of Virginia,

County of Southampton - to-wit:

I, W. J. Sebrell, a Com'r in Chancery for the County Court of the County aforesaid do hereby certify that Wm. A. Bell, whose name is signed to the foregoing certificate has made oath before me that the statements therein contained are true to the best of his knowledge & belief.

Given under my hand this 16th day, 1884.

W. J. Sebrell

Com'r. in Chancery.

Stunby 85-
25 } State Revenue
Stunby

Handwritten notes in the left margin, including the word "Stunby" and some illegible cursive text.

Main body of handwritten notes in the left column, consisting of several lines of cursive script.

Handwritten notes in the right margin, including the word "Stunby" and some illegible cursive text.

In Southampton Circuit Court

Jno: A. Handley

Pltff

against
B. F. Handley.

Defot

In Chancery

1882 Sept 30th Summons issued

" Oct. 2nd " returned Execut: B. F. Handley

Decree Nisi: to Defot

" Nov. 2nd: Bill Taken for confessed to Defot
& cause set for hearing

" Nov. 2nd: Decree for partition

A. Copy
Dated J. B. Prince lrs

72

~~100-120~~

Sundley

to } Stat. Rules

Sundley

In Southampton Circuit Court

Jno A. Hurdley

Plaintiff

against

B. F. Hurdley

Defendant

In Chancery

1882 Sept 30th Summons issued

Oct R. Summons returned Executed. Bill of filed, Decree nisi as
Deft.

Nov: R. Bill taken for confessed to Deft. & Cause set for hearing

Nov T. Decree for partition

Hendley
v. ³ ₃ Surveyor's
Report.
Hendley

B. F. McLenore Esq.

1885-

Special Compsie &c

Jan'y 29th

To Wm H. Hood

Dr.

To Survey of the 'Trick'
Known as 'Old Ticksville'
belonging to 'Hundley's'

Containing 381 acres \$ 20.00
to dividing up areas 10.00
" Map & field notes. 5.00

\$ 35.00
10.00

Corn's fee

Wm H. Hood

B. F. McLenore Esq.

1885-

Special Compsie

Jan'y 29th

To F. Hundley

Dr.

To Chitling lines 2 1/2 days \$ 2.50

To

Joe Pope carrying Chain 3/4 \$ 0.75
Wm H. Madkins " " 0.75
Geo. Baker Ax man 1 1/2 d 1.50
M. H. Wiggins carrying Chain 1 3/4 1.75
Berrel Joe " " 1 3/4 1.75

Above is list of force employed
on the Survey of the Hundley land

Wm H. Hood
Surveyor

An Account of the joint chattels property
 belonging to Jno A and R. F. Hensley - sold by
 R. F. Hensley, Receiver October 14th 1884.

Term Cash

Horse Cart & Wheels -	Jno. Gardner	\$ 8.00.
" " Gear	Do Do	1 25
1 Ox Cart and Wheels.	Do: Do:	11 00
1 " " Body	Do Do:	90
1 " " " (old)	Do: Do:	16.
1 Atlas Plow	Jno. A. Hensley	1 60
1 " " No. 2	Jno. Gardner	1 50
1 Cotton Plow	Do: Do:	85
1 Pitch Fork	Do: Do:	25
1 " "	Do Do:	45
1 Lot Hoes No. 1.	Do: Do:	1 0
1 " " " 2	Do Do	60
1 Spade	Do Do	25
2 L B Shovels	Do: Do:	05
1 Sprinkle Tree	Do Do	02
1 P. Nut points	Do Do	01
1 Taper	Jno Pittman	05
2 Coulters	Jno. G. Kelso	51
4 Baskets	Jno. Gardner	11
5 M. J. bbls:	Do Do:	01
1 P. Patent balance	Do: Do:	2 65
1 " Counter Scales,	Do: Do:	1 15
1 Box Casting	Do Do:	1 35
2 4# Soap @ 3 1/2	Do: Do:	84
1 Lot rapping trind	Jno. Pittman	30
1 Lot Screws	Jno. Gardner	21
1 Keg Soda	Do	40
1 Gallon pot and Scour	Do,	35
5 Candy jars	Do:	34
1 Lamp	Do	43
1 Pair Shoes	Do	60
1 " "	Do	43
1 Pr " "	Jno. G. Kelso:	67.
1 " " "	Jno. Gardner	34
1 " " "	" "	36
1 " " "	" "	52
(over)		\$3881

Hundley

to } Sumt. Chy.

Hundley

1882 October Rules

Prince p. q

Executed by delivering
J. H. Hundley a
Copy of this Summons
on the 2nd day of
October 1882.

W. W. Briggs Shff

The Commonwealth of Virginia,

To the Sheriff of Southampton County---Greeting:

WE COMMAND YOU TO SUMMON

B. F. Stundley

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court on the first
Monday in *October* next, to answer a bill in Chancery exhibited against *him* in our
said Court by

Ino. A. Stundley

And this

he

shall in no wise omit; and have then there this writ.

Witness, LITTLETON R. EDWARDS, Clerk of our said Court this

30 day of *September*

1882

, in the

104th

year of the Commonwealth.

L R Edwards

Mr. A. Hurdley

at } summons

B. F. Hurdley

1884. July Rules

Executed by Delivering
B. F. Hurdley a copy of
this summons on June
25th 1884

A. A. Cobb Clerk
for W. M. Briggs. Shff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

B. F. Hurdley

to appear at the Clerk's Office of our Circuit 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 *Mr. A. Hurdley*

And this *he* shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this *19* day of *June*, 188*4*,
in the *108th* year of the Commonwealth. *Teste. J. B. Prince c. b.*

Hundley
or. { affidavit.

Hundley

1884. July 16th filed -
D.R.N. C.C.

This is to certify that in or about April 1884, at the request of the parties, I acted as one of three arbitrators to settle the questions of dispute existing between Jno. A. Hundley and B. J. Hundley, concerning the division of their partnership property; that we, the arbitrators, reached and gave a decision in the premises and that both parties then expressed satisfaction therewith.

That during the entire meeting of the arbitrators, Jno. A. Hundley expressed a complete willingness to abide by any decision whatsoever, and seemed to be anxious to have the matter settled in any just and proper way.

J. E. Sebell

Virginia:

Southampton County, to wit:

D. W. ^{my} St. Parker, a Commissioner in Chancery of the Circuit Court for the County of Southampton, in the State of Virginia, do certify that J. E. Sebell whose name is signed to the certificate above, this day made oath before me that the statements therein contained are true to the best of his knowledge and belief.

Given under this 15th July 1884.

W. ^{my} St. Parker, Com^r in Chy.

Handley
vs
Handley } Petition of Jas. A. Handley,

In this suit your petitioner Jas. A. Handley begs leave to submit the following facts for the consideration of your Honor that since the institution of this suit your petitioner Jas. A. Handley has done all in his power to adjust the question of dispute between himself and his brother B. F. Handley the defendant in this suit that B. F. Handley has been all the while in possession of all the property owned jointly by your petitioner and the said B. F. Handley defendant both Real & personal: that the farm which was a valuable one is in a rapid state of decay, not having been cultivated or cared for by the said B. F. Handley and your petitioner not having being permitted by the said B. F. Handley defendant to look after or attend to the same: that on several occasions your petitioner has suggested to the defendant B. F. Handley that all matters of dispute between them be referred to referees for adjustment & final settlement to which he at first assented but after said referees had acted he

wholly refused to comply with their
decisions: That your complainant has
always been willing & still is willing
to abide by any of said decisions of
referees; That very recently to wit
three persons wholly disinterested & selected
by both parties to this suit to settle all
matters in dispute between them
met & decided what each party should
pay & how the property should be divi-
ded, with which decision your petition-
er was entirely satisfied & the said
B. F. Hendley expressed his satisfaction
therewith also but soon after the said
referees had adjourned their meeting
the said B. F. Hendley declared that
he would not abide by their decision
& not only refused to give up any of the
joint property or to pay for the same
to your petitioner but actually by
force & by threats constrained your
petitioner to travel some other route
than the public highway which runs
through the joint property now in
possession of said B. F. Hendley in order
to reach his own land - In consideration
of all of which your petitioner feels
constrained to ask & pray this court

that some fit and proper person may
be appointed to receive, collect and get
in all the outstanding debts and money
due to or on account of said partnership
business and also to take possession
of all the effects and property of or
belonging to said partnership. ^{that the defendant may be ordered to deliver up to such person all the effects & property both}
real & personal of or belonging to said ^{partnership}
partnership in his possession or power
and also all books of account, or accounts,
receipts vouchers and paper of or bel-
onging to said partnership; and that the
said B. F. Handley defendant may be res-
trained by the order and injunctions of
this honorable Court from demanding
receiving or obtaining possession
of any debts money or property due
to or belonging to said partnership;
and, also, from in any manner intermed-
dling with the book, papers, bills, or
accounts of the said partnership, and
that the said effects and property
real and personal of or belonging to
said partnership may be sold and
converted into money by & under the di-
rections of this honorable Court. That
all such further directions as may
be necessary may be given.
May it please the Court &c

To B. F. Hendley Esq -

I take notice that on the 2^d day of the May Term of the Circuit Court for Southampton for the year 1884, I shall ask the leave of the said court to file the foregoing petition in the case of Hendley vs Hendley now depending in said court.

No: A. Hendley
By Subscribed Atty

A. Copy

Deeds JB Printed 100

I went to residence of
B. F. Hendley on 3^d day
of May 1884 & he being
absent from home I
delivered a copy of this
petition with the notice
to which answer to
Mary Jane Wellons.
She being a white
member of his family
and about the age of
16 years, also giving
information to her of
the purpose.

W. W. Briggs's Shift

A copy

Deeds JB Printed 100

State of Virginia
County of Southampton to wit:

This day personally appeared before me B. F.
McLemore Commissioner in Chy. Jas. A. Hendley petitioner
and he hath that the allegations contained in
the foregoing petition are true,

Given under my hand this 5th day of May 1884

at the Court House B. F. McLemore, Comm. Chy

Handley

or 3

Handley

Answer to Baines
F Handley

The answer of B. F. Humbley to a bill
in chancery in the Circuit Court of
Southampton by John A. Humbley against
him

This defendant for answer to the
said bill or as much thereof as it is
material for him to answer, answering
says that the deed and contract are
correctly set forth by the copies filed with
the plaintiffs bill and all this defendant
asks is that it should be referred to a
commissioners of this court to settle the
partnership account between them
before a sale or division of land
and that the court may then sell or
divide the land as to it may seem
best dividing the party who may be in
debt to the other to pay the same in
money if the land be sold or if divided
charging the balance due on the land
to the partner to whom it may be
assigned and having fully answered
grays request to be dispensed with his own
signs

B F Humbley
Shaw & Low Jr.

Southampton County to wit

This day B. F. Humbley personally appeared
before me and made oath that the facts set
forth in the above answer are true to the best
of his knowledge and belief given under
my hand this 1st of October 1853 J. B. Price C. J.

Hendley

no 3

Hendley

exceptions to
Commissioner's Report

Handley

on 3

Handley

exceptions to report of Commission
J. D. Pullow, Joshua Pullow and
G. W. Vick made 5th Nov 1883

B. F. Handley by Mr B. Shames his
attorney comes and files the following
exceptions to the Report

1st That the said Commissioners gave
him no notice of the time and
place of their meeting where they
were going to act and so far as
he knows heard no evidence
as to whether the land could be
divided or not the said B. F. Handley
being decidedly of the opinion it
could be divided by our party. Taking
more or less land and paying the other
so much money and he now claims
that the report may be sent back
and he heard on that point

B. F. Handley
by Shames is Lou attys

Hundley
vs.
Hundley

$\frac{2}{3}$ Petition of Jas. A. Hundley.

In this suit your petitioner Jas. A. Hundley begs leave to submit the following facts for the consideration of Your Honor. That since the institution of this suit, your petitioner Jas. A. Hundley has done all in his power to adjust the questions of dispute between himself and his brother B. F. Hundley the defendant in this suit; that B. F. Hundley has been all the while in possession of all the property owned jointly by your petitioner and the said B. F. Hundley, defendant - both Real and personal; that the farm which was a valuable one is in a rapid state of decay, not having been cultivated or cared for by the said B. F. Hundley and your petitioner not being permitted by the said B. F. Hundley defendant, to look after or attend to the same; that on several occasions your petitioner has suggested to the defendant B. F. Hundley that all matters of dispute between them be referred to referees for adjustment & final settlement to which he at first assented but after said referees had acted, he wholly refused to

comply with their decisions; that your complainant has always been willing & still is willing to abide by any of said decisions of referees; that very recently to-wit, three persons wholly disinterested & selected by both parties to this suit to settle all matters in dispute between them met & decided what each party should pay & how the property should be divided, with which decision your petitioner was entirely satisfied, & the said B. F. Hundley expressed his satisfaction therewith also, but soon after the said referees had adjourned their meeting, the said B. F. Hundley declared that he would not abide by their decision, & not only refused to give up any of the joint property or to pay for the same to your petitioner but actually by force and by threats constrained your petitioner to travel some other route than the public high-way which runs through the joint property now in possession of said B. F. Hundley, in order to reach his own land. In consideration of all which your petitioner feels constrained to ask & pray this Court that

some fit & proper person may be appointed to receive, collect and get in all the outstanding debts and moneys due to or on account of said partnership business and also to take possession of all the effects and property of or belonging to said partnership—both real & personal—That the defendant may be ordered to deliver up to such person all the effects and property—both real & personal—of or belonging to said partnership in his possession or power, and also all books of account, accounts, receipts vouchers and papers of or belonging to said partnership; and that the said B. F. Hundley defendant may be restrained by the order and injunction of this honorable Court from demanding, receiving or obtaining possession of any debts moneys or property due to or belonging to said partnership; and, also, from in any manner intruding with the books, papers, bills or accounts of the said partnership, and that the said effects and property—real and personal—of or belonging to said partnership may be sold and converted into money by and under the direction of this honorable Court—That all such further directions as may be

necessary may be given -
May it please the Court &c -

To B. F. Hundley Esq.,

Take notice that on the 2nd day of the
May Term of the Circuit Court for Southampton
for the year 1884, I shall ask the leave
of the said Court to file the foregoing
petition in the case of Hundley vs. Hundley
now depending in said Court -

Ino. A. Hundley,
By Sibell, atty.

I went to residence
of B. F. Hundley on
3rd day of May 1884
& he being absent from
home, I delivered a copy
of this petition with the
notice thereto annexed
to Mary Jane Wellens
she being a white man-
servant of his family & above
the age of 16 years -
also giving information
to her of its purpose.

W. C. Burgess

State of Va.,
County of Southampton, to wit -

This day personally appeared before me, D. F. McLeane
Com^{rs} in chancery, Ino. A. Hundley, petitioner & made oath
that the allegations contained in foregoing petition
are true -

Given under my hand this 5th day May 1884.

D. F. McLeane
Com^{rs} in Chancery

Hurdley J.A.
to $\frac{3}{3}$ Bunk
Leomurh

1884. July 28

2500000000

Know all men by these Presents, That we *Jos: A Hundley*
and W. W. Briggs

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

One Thousand Dollars, to the payment whereof well and truly to be
made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And
we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation. Sealed with our
seals and dated this *28* day of *July* A. D. 188 *4*

THE CONDITION of the above obligation is such that if the above bound

Jos: A Hundley shall pay
to B. F. Hundley, the defendant
in a chancery suit, now pending
in the Circuit Court of Southampton,
styled Hundley vs Hundley,
all damages & costs which he
may sustain in the event the
requisition awarded in said suit
by the Judge of the Circuit Court in
vacation July 17. 1884

~~shall faithfully discharge the duties of~~ ~~office or trust according to law~~ then the above obligation to be void,
or else to remain in full force and virtue.

Signed, sealed and delivered }
in presence of the Court.

Jos: A Hundley
W. W. Briggs



Hundley
of Receiver's
Bond-
Hundley

A. Coffey

Know all men by these Presents, That we

B. F. McLeure

J. R. Prince

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Two thousand

Dollars, to the payment whereof well and truly to be

made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And

we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation. ^{and we, the} Sealed with our

seals and dated this 13th day of October

A. D. 1884

~~The Condition of the above obligation is such that if the above bound~~
obligors herein, hereby waive all claims, right or ~~title~~ ^{and we, the} privilege to discharge
any liability arising under this bond in any currency, Counter
claims or offsets - other than legal tender currency of the
United States -

The Condition of the above obligation is such, that if the above
bound B. F. McLeure who was appointed Receiver in the Chan-
cery Suit of ~~Bundley vs Bundley~~, by a Decree of the Circuit
Court of Southampton County, rendered in vacation July 17th 1884.
for the purpose to receive, collect and get in all the outstanding
debts, moneys &c. due to or on account of the partnership in
the proceedings mentioned & also to take possession of all the
effects & property of or belonging to said partnership, both
real and personal - &c. &c. &c.

shall faithfully discharge the duties of ^{his} office or trust according to law, then the above obligation to be void,
or else to remain in full force and virtue.

Signed, sealed and delivered }
in presence of the Court. }

B. F. McLeure
J. R. Prince



Copy

Testo.

J. R. Prince

Exhibit A

This Deed of Bargain & Sale made this 9th day of October 1878 between B.F. Hundley of one part and Geo A Hundley of the second part witnesseth: That in consideration of the sum of Six hundred and Eight seven ⁰⁷/₁₀₀ dollars to him in hand paid by the said Geo A Hundley the receipt of which is hereby acknowledged the said B.F. Hundley does hereby grant & convey with Special Warranty unto the said Geo A Hundley, to him and his heirs forever, one undivided moiety or half of the following tract of land to wit: a tract of land situated in Southampton County known as Old Vicksville containing 361 acres more or less, bounded now by the lands of Sand Wells dec'd Jesse B Vick Geo H Davis & the lands of Madison Davis Estate same being same tract of land conveyed by Trust deed from John Vick to Jesse B Vick Trustee by deed dated Oct 27-1847, recorded in Clerks office of Southampton May 15-1848, and then conveyed by Jesse B Vick Trustee to B.F. Hundley by deed dated March 12-1873 and recorded in the Clerks office of Southampton May 6 1874 reference both. Special and General is hereby made to both of the afore said deeds

Witness the following signature & Seal
W. H. Hundley (Seal)

Southampton County to wit:
I J. B. Prince a Notary Public for the
County aforesaid in the State of Virginia
do certify that W. H. Hundley whose name
is signed to the writing above dated
Oct 9. 1878 has acknowledged the same
before me in my County aforesaid, Given
under my hand Oct 9-1878
J. B. Prince N.P.

Southampton County. In the Clerk's Office
October 9th 1878 This deed of Bargain & Sale
from W. H. Hundley to J. W. A. Hundley was
this day received and together with
the Certificate thereto annexed Admitted
to record

Teste L. M. Edwards C. C.

Exhibit B

Articles of Partnership entered into Oct 9. 1878
between B F Hundley of one part and Jos A
Hundley of the other part -

First- B. F. Hundley hereby conveys unto Jos
A Hundley one half interest in all the person-
-al & chattel estate now upon the farm on
which B. F. Hundley resides. Second. In the
event any property of any kind is put upon
the said farm to be used or kept there
each one of the above parties is to own
equal share in the said property.

Third. Each one of the above parties is to
bear equal parts of any expense in
making improvements upon the said
farm.

Fourth. In making Crops of the usual
kinds, Each partner is to bear equal
part of such expense and to share equally
any loss or profit in carrying on the said
farm. Fifth. It is agreed that each partner
may take part in the management & conduct
of the said farm and should it appear in the
settlement to be had annually commencing
Jan'y 1 1879 that the services of one partner
in the supervision, management or conduct
of said farm is worth more than the
others then upon a settlement of that
fact as hereinafter agreed upon, the

Amount to which such party is entitled shall be first deducted before any division -
Sixth - It is agreed that upon a difference between said partners in the adjustment of any matters arising out of the agreement and the partners being unable to agree all such matters in dispute shall be settled by arbitrators each partner being at liberty to select one man and the two then selected shall select a third party and their decision or a decision of a majority shall be binding upon each partner.

Witness the following signatures & Seals
W.B. Hundley Seal
J.A. Hundley Seal

Southampton County, to wit:
I W.B. Prince a Notary Public for the County
aforesaid in the State of Virginia do hereby
testify that W.B. Hundley & J.A. Hundley whose
manicure are signed to the writing
above dated Oct 9-1878 have acknowledged
the same before me in my
County aforesaid given under my
hand Oct 9-1878

W.B. Prince N.P.

Handley Exhibits
to }

Handley

\$110

Southampton County in the Clerks
Office October 9th 1888. This Agreement
made between B.F. Hundley & Jno. A. Hundley
was this day received and together with
the certificate thereto annexed &
admitted to record.

Teste L. R. Edwards C. C.

Hundley
" 3 Receivers
" 3 Report

Hundley
1884. Nov. 1st Filed

To the Hon. Geo. Blinn, Judge of
the Circuit Court of Southampton
County:

The undersigned, who was
appointed Receiver in the Chancery
suit of Hurdley v Hurdley, by
a Decree of the Circuit Court
of Southampton County, in vacation,
July 17th 1884, and directed in
said decree, to sell the joint chat-
tel property of or belonging to John
A. and B. F. Hurdley, and further;
that on the 1st day of Oct. 1884, he
should take charge of the real
estate belonging to said John
A. and B. F. Hurdley, and rent out
the said real estate for the year
1885, & report to Court &c. &c. &c.

Reys leaves report: That on the 14th
of Oct. 1884 (after having advertised
the same according to law) he
sold said chattel property to the
highest bidder, for Cash, and real-
ized therefrom, the sum of \$137.⁵⁹.
That after paying the expenses of said
sale, there remains in his hands
the sum of \$120.²², as will more
fully appear by reference to a statement.

herewith filed - together with the account
of sale of said property -

The Receiver states further, that on
the said 14th day of Oct: 1884, he
rented out the real Estate (having
advertised the same as the law directs)
and, that John A. Hurdley became
the Renter by bidding therefor the
sum of \$240.⁰⁰, that being the highest
bid made for same. That he took from
said Renter, bond with approved security
payable on the 15th day November, 1885,
which bond is filed herewith, all of
which awaits the further order of
the Court.

Respectfully Submitted
D. F. McLeenore
Receiver

Jerusalem
Nov: 1st 1884. }

The Receiver omitted to state above
that no Books, Bonds, Accounts or
other evidences of indebtedness to the
firm of Hurdley & Bros, have been
turned over to him, and, that he is
informed by the parties that there

are now, except what is owing
by the B. F. Hurdley, the Defendant
in this cause. which has been
accounted for by the Comr. in the
partnership account.

Respectfully Submitted
B. F. W. Leonard

Received

Jerusalem
Nov: 1st 1884

Recd Feb 24. 1885 of B. F. McLeann, Receiver
in Hendley vs Hendley - fifteen and 67/100
dollars in full of my costs in said suit
to & including day fees - Ct. 1885.

J. B. Sumner C. C.

Stundley
rs } Sms. Chy.
Stundley

1882 Oct: Rules

Prin. w. pg

Witnessed by deliv-
ering B. F. Hensley
a copy of this sum-
mons on the 20 day
of October 1882,

W. W. Briggs shk

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

B. F. Handley

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court
on the first Monday in *October* next, to answer a bill in Chancery exhibited against
in our said Court by *Ans A. Handley*

And this *he* shall in no wise omit; and have then there this writ.

William R. Edwards

WITNESS, ~~J. B. PRINCE~~, Clerk of our said Court, this *30* day of *September*, 188*2*,

in the *107* year of the Commonwealth.

A. R. Edwards CC

*A copy
sent J. B. Prince lcl*

B. F. M. ² Lemmon
Rampk

Dec^r. Apt. 1st 1885 of B. F. Mc Lennore
Receiver in the suit of Hunsley v. Huns-
ley. ten dollars for fees as Special Commissioner
to divide the real Estate of Mrs. A. + B. F. Huns-
ley.

B. F. Mc Lennore
Spt. Comm^r

Receipt

Sec^y. Apr 1/85 of B. F. McLeone, Receiver
in the Chancery suit of Hundley v. Hundley
Thirty five dollars for making report in Chancery
suit - of Hundley v Hundley

B. F. McLeone
Com^r in Chancery

2000
 36.99
3.21
3000

Hundley
 v { Diff.
 Receipt
 Hundley

Rec'd July 25th 1883 of B. F. McAdams Dever
in Chancery suit Hundley v Hundley Two
dollars in full of cost To May Court
1883.

L. Black by
Wm. W. Briggs Att

Rec^d. May 23^d 1885 of B. F. M. Levens
Receiver in the Chancery Cause of
Hundley v Hundley. Seventeen & ³⁵/₁₀₀
dollars, being amount due me, in
full, by said Receiver, as shown by state-
ment filed in the papers of said Cause.
J. A. Hundley

Hundredly
To } Bonds

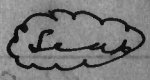
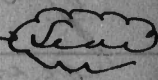
McLennore
Receives

[Faint handwritten notes and numbers, possibly a ledger or receipt, visible on the right side of the page.]

\$240.⁰⁰

On demand this 15th day of Nov^r
1884. We or either of us, own and
promise to pay to B. F. M. Leamon
Receiver in the Chancery suit of
Hendley v Hendley. Two hundred
and forty dollars for rent of the farm
belonging to J. A. Hendley & B. F. Hendley
known as "Old Victorville" ^{for the year 1884}. We hereby
waive our Homestead exemption as to
this debt.

The right of Dist^{ch} is hereby reserved.
Witness our hands and seals this 28th
day of October 1884.

J. A. Hendley 
L. H. Pretlow 

Hendley

v { Receipt

Hendley

Received Feb. 24th 1885 of B. F. Mc
Lemore, Receiver in Hundley vs. Hundley
Sixteen & $\frac{5}{100}$ dollars, amt: of atty's fee
taxed in said suit.

W. J. Sebrule p. g.
#

\$17. ³⁵ Rec^d June 4th 1885 of B. F. McLenore,
Receiver in the Chancery suit of Hundley v Hundley
seventeen & ³⁵/₁₀₀ dollars, being amount due me
in full. by said receiver, as shown by statement
filed in the papers of said Cause. —

B. F. Hundley

Pro. A. H. H. H.

Order

May 1885

Mr. C. C. L. more,
Jerusalem,
Pa.

Wicksville. May 23rd 1833

Mr. McLeone

Sir,

Send me the goods, I bought
at - Elley & Parkers auction. After giving me
credit on bill, for what you have on hand,
send me a statement of the balance due, and
I will send you the money, by the mail.

Respectfully

Geo. A. Buncle

~~\$34.71~~
17.35

Receipt
from

John A. Humdley

To \$

B. F. Humdley

\$300

In payment of the
\$300 ordered to be paid
John A. Humdley
and so releasing him
on Vicksburg land

In the payment made me this day, by B. F. Hurdley of the sum of two thousand dollars for my part of the Jack Vick tract of land conveyed to B. F. Hurdley by deed bearing date of Feb 3rd 1885, five hundred dollars of the said two thousand was for the amt of five hundred dollars shown to be owing to me by a decree of the Circuit Court made at the November Term 1884 & which said sum of five hundred dollars had been agreed on by B. F. Hurdley & myself as the amount B. F. Hurdley was to pay me
Witness my hand this 5th day of Feb. 1885.

J. L. Hurdley

Hurdley
or ^{my} Report
Hurdley

To the judge of Circuit Court
of Southampton

Your Commissions Appointed
21-November Term of Circuit Court-
1882 in case of Jno A Hurdley and
B H Hurdley by leave to Submit
the following report. We find owing
to the way the land ~~is~~ is situated being
so cut up with roads and the arrange-
ment of the Manor House & appurtenances
that we cannot divide it in a
satisfactory manner nor could it
be so divided without one of the
parties paying money to the other.
^{by which they carry on upon the}
We think a fair Cash Value for the
land to be about Four thousand
dollars all of which we most
respectfully Submit Nov 5 1883

J. W. Brettow
Joseph Brettow
Geo. W. Vicks

Hundley

✓ { Receiver's Report -

Hundley

Statement

1884	Hundley v Hundley		
Oct 14	By am. sales joint property of Jno. A. & B. F. Hundley		
	sold Oct 14 th 1884.		145.59
	To Comrs on \$145.59	5% -	7.28
"	paid Auctioneer		3.00
"	Clerk at sale		2.50 ✓
"	1 Ox cart & wheel, returned to B. F. Hundley by order of Court		11.00
"	1 Horse cart & wheel. returned		8.00
"	paid J. B. Prince, Clerk's fees		15.60 ✓
"	" H. H. Briggs. Shffs		2.00 ✓
"	" W. J. Sebrell. legal fee in suit		16.50 ✓
"	" Comr in Chancery for making report in suit &c.		85.00 ✓
"	" B. F. McLeann. Spec. L. Comr to divide land.		10.00 ✓
	Balanced		34.71
			145.59 145.59
1885	Apr 1 - By bal. in hands of Receiver		34.71
"	June 4. To paid B. F. Hundley	✓	17.35 1/2
"	May 23 " " Jno. A. Hundley	✓	17.35 1/2
			34.71 34.71

Hundley

v { Court's Report

Hundley

1885. March 2 filed -

To the Circuit Court of Southampton
County.

In obedience to a Decree
of the Circuit Court of Southampton
County, entered at the November Term
1884. in the Chancery suit of
Hurdley v. Hurdley - the undersigned
who was appointed, by said decree, a
special Commissioner to divide the
Vicksville farm, in the proceeding
mentioned - belonging to John A. Hurd-
ley and B. F. Hurdley, into two equal
parts, having regard to quality and
quantity. (with authority to employ a
competent surveyor to assist him -) and
in the event the said land could not
be equally divided. to report to
Court, what sum of money the party
drawing the larger, should pay to the
party drawing the smaller share - and
allot one share, by lot to John A. Hurd-
ley and the other share by lot to B.
F. Hurdley: respectfully submit
the following report: That after
having the said land carefully sur-
veyed, by Col. Wm. H. Hord. (a copy
of which said survey is filed in the
Clerk's Office of this Court.) he proceeded

to divide the same into two parts, as
near as equal as practicable - establish-
ing the following line: to wit: -
Commencing in the centre of the
Jerusalem and Dor road. where the
lands of the late Jesse B. Vick joins
the land in question. thence up the
said road - nearly a North Course -
to where the Quaker road intersects
with the ^{said} Jerusalem & Dor road. thence
down the Quaker road - nearly an
East Course. to the line of John A.
Davis's Estate; (The plot of said land
shows the dividing line) That lot
No 1, including all the lands and
buildings on the west or left hand
side of said line - containing 204.26
acres, was assigned, by lot to B. F. Hundle-
y - and lot No 2 - including all
the land and buildings on the east
or right hand side of said line -
containing 174.²³ acres, was assigned,
by lot, to John A. Hundley. Lot No 1
has the advantage in quantity, by 26
acres, and also some advantage in
buildings - whilst lot No 2, has the
advantage in quality - The Com-
missioner, has therefore, required

lot No 1 to pay to lot No 2, the sum
 of one hundred dollars. which sum,
 in the opinion of your Commissioner,
 make the shares equal -
 The Commissioner reports further:-
 that since the above division was
 made, that B. F. Hundley has pur-
 chased the interest of his brother
 John A. Hundley. and now owns the
 entire tract. as appears by Deed of
 bargain & sale. of record in the Clerk
 Office of this County.

Respectfully Submitted
 B. F. McLenor
 Sp. Commr.

Commr's fee	\$10. ⁰⁰	paid.
Surveyor's "	35. ⁰⁰	
B. F. Hundley	2.50	
Joe Popper	.75	
W. H. Bradshaw	.75	
Geo. Ricks	1.50	
M. M. Higgins	1.75	
Dorrel Joe	1.75	
\$54.00		changed to Plff.

Hawley
3rd Decer
Hawley

This day this cause came on to be heard on the complainant bill taken for confessed as to the defendant B. F. Hawley the Exhibit filed and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that partition be made of the tract of land in the bill mentioned to wit: one half to Jas. A. Hawley & one half to B. F. Hawley having regard to quantity & quality and for the purpose of effecting such partition the Court doth decree that Geo. H. Vick J. D. Puttlow & Joshua Pretlow who are hereby appointed Commissioners for that purpose do assign & allot to the aforesaid parties the respective shares by metes & bounds, or the entire subject matter may be allotted to any party who will accept it and pay therefor to the other party such a sum as his interest therein may entitle him to receive: but if in the opinion of the said Commissioners such partition of the real estate cannot be made in kind without loss or injury to the parties then the Commissioners will report

that fact to the Court and the reason
upon which their opinion is based
together with the real value of the land
And the said Commissioners will make
report to court.

A. Copy

Deed J.B. Primmer lsb

Handley
w 3
Deer
Handley

Nov. Term 1882

L. B. Primmer

Geo. Primmer

Hundley }
 " 3 }
 Hundley }
 and " } Decm
 Hundley }
 " 3 }
 Hundley }

We commit to this
 decree

J. O. Sturvelley

B 7 Hundley

W. J. Sebrue, atty for pl'tf.

Shandonson " for def't

Nov Term 1884

To be entered

Geo. Brown

Entered
 P. 30

Handley }
 or }
 Handley }
 and } Decm
 Handley }
 or }
 Handley }

This day these causes
 came on again to be heard on the
 papers formerly read and the report
 of Commissioner McLemon made
 pursuant to a decree of this court
 made in vacation July 17th 1884 and
 was argued by counsel on consideration
 whereof the court without deciding
 on any of the principles settled by
 the said report by consent of parties
 doth adjudge, order, and decree that
 B. F. McLemon who is hereby appointed
 a special commissioner for that
 purpose shall after having given
 reasonable notice to the parties
 proceed to divide the Picksville farm
 in the proceeding mentioned into
 two equal parts having regard to
 quality and quantity employing if
 necessary a competent surveyor to
 assist him and one share is to be

allotted by lot to John A. Bundley
and the other share allotted by lot
to B. F. Bundley but if the said
commissioners find ^{it} improper to divide
the said tract of land into two
equal shares he shall divide the
same as nearly equal as practicable
and report what the party drawing
the larger share in quality and
quantity shall pay to the smaller
share and the court doth further
adjudge order and decree that B. F.
Bundley pay to John A. Bundley
the sum of five hundred dollars
in full of all Partnership and
other demands due up to this
time ^{on settlement} and that the said five
hundred dollars hereby ordered to
be paid shall be a lien on B. F.
Bundley's share in the Vicksburg
farm until paid and by consent of the
parties the court doth further
adjudge order and decree that
the money arising from the sale
of the chattel property of the firm
recently made by auction McElroy
be equally divided between John A.
Bundley and B. F. Bundley

and that John A. Hundley return
to B. F. Hundley a cart and wheel
and an ox cart and wheels purchased
by John A. Hundley at the said
sale return McYunon deducting
the purchase money from the
account of sales and the court
doth further adjudge order and
decree that all the costs of these
suits be equally divided between
John A. Hundley and B. F. Hundley
and B. F. McYunon both as return
and special commissioners to divide
the land. The report his proceedings to
court in order to a further decree

Hendley
vs $\frac{1}{3}$ Deere.

Hendley

This day this Cause came on the
hears on the Complainants bill, taken
for confessed as to the defendant
B. F. Hendley, the exhibits filed, and
was argued by Counsel. On considera-
tion whereof, the Court doth adjudge
order and decree that partition be made
of the tract of land in the bill mentioned
to wit: one half to Jno. A. Hendley and
one half to B. F. Hendley, ^{having regard to} and for the
^{equity and justice} purpose of effecting such partition
the Court doth decree that Geo. W. Vick
J. D. Pector and Joshua Pector who
are hereby appointed Commissioners for
that purpose do assign and allot to the
aforesaid parties the respective shares,
by metes and bounds; or the entire
subject matter may be allotted to any
party who will accept it and pay
therefor to the other party such a sum
as his interest therein may entitle him
to receive; but if in the opinion of the
said Commissioners, such partition of the
real estate cannot be made in kind
without loss or injury to the parties,
then the Commissioners will report that
fact to the Court and the reasons upon
which their opinion is based, together

with the real value of the land. And
the said Commissioners will make
report to Court.

~~Handley~~
Handley
vs B. B. Cree
Handley

Nov. Term 1882
To be entered.

Geo: B. B. Cree

100	50
75	50
50	25
25	
25	
25	

Hundley
 or. } deere.
 Hundley

375
125
500

1884 May term -
 To be entered -

We consent to
 within deere -
 W. J. Sebrill, p. 2.

Wm B Thomas
 for dpt B. F. Hornally

Hendly

or. $\frac{3}{2}$ Decree-

Hendly

This cause came on this day to be heard upon the papers formerly read, the report of Commissioners, the exceptions thereto, the petition of Jas. A. Hendly, and was argued by counsel. On consideration whereof the Court, without deciding any of the questions raised by said report or confirming same, doth adjudge, order and decree that W. W. Briggs, Sheriff, be & he is hereby appointed Receiver for the purpose, to receive, collect & get in all the outstanding debts & moneys due to or on account the partnership in the proceedings mentioned & also to take possession of all the effects & property of or belonging to said partnership - both real & personal; That the said defendant be ordered to deliver up to said W. W. Briggs, Receiver, all the effects & property - both Real & personal - of or belonging to said partnership in his possession or power, and also all books of account, accounts, receipts, vouchers & papers of or belonging to said partnership. The Court doth further adjudge, order & decree that the said plaintiff & defendant be restrained & enjoined from demanding

receiving or obtaining possession of any debts, moneys or property belonging to said partnership and also from in any manner intermeddling with the books, bills or accounts of said partnership; that the ~~said~~ personal effects & property of said partnership may be sold & converted into money under the direction of this honorable Court, and that the Real estate be rented out by said receiver, he reporting to Court from year to year. And the Court doth further adjudge, order & decree that one of the commissioners of this Court take an account of all the partnership transactions - both mercantile & family - between Plaintiff Jno. A. Hundley & the defendant B. F. Hundley. And report same to Court together with any matters specially stated deemed pertinent by himself or which he may be required to state by any parties interested.

Hundley And Hundley } Decree.
or. {
Hundley Hundley

It appearing to the Court that these Causes are closely connected and blended, the Court doth adjudge, order and decree that they be hereafter heard together. And this day this cause coming on to be heard upon the papers formerly read, the Complainant's bill, praying for the appointment of a receiver & exhibits therewith filed, ~~taken for confessed as to the defendant~~, and was argued by counsel; On Consideration whereof, the Court doth adjudge, order and decree that B. F. McLenore be and he is hereby appointed Receiver for the purpose, to receive, collect and get in all the outstanding debts & moneys due to or on account of the partnership in the proceedings mentioned, ^{as rapidly as possible} and also to take possession of all the effects & property of or belonging to said partnership — both Real & personal —; that the said defendant be ordered to deliver up to said B. F. McLenore, Receiver, all the effects & property — both Real & personal — of or belonging to said partnership in his possession or power, and, also, all

books of account, accounts, receipts, vouchers & papers of or belonging to said partnership. The Court doth further adjudge order and decree that the said plaintiff & defendant be restrained & enjoined from demanding, receiving or obtaining possession of any debt, moneys or property belonging to said partnership, and, also, from in any manner intromitting with the books, bills or accounts of said partnership; That the personal effects & property of said partnership may be sold & converted into money under the direction of this honorable Court, and that the Real Estate be rented out by said Receiver, he reporting to Court from year to year. And the Court doth further adjudge, order and decree that partition be made of the tract of land in the bill mentioned, to-wit - one half to Jno. A. Hundley and one half to B. F. Hundley having regard to quantity & quality, and for the purpose of effecting such partition the Court doth decree that one of the Commissioners of this Court inquire & report whether or not there can be allotted to the aforesaid parties their respective shares by metes & bounds, or the entire

and the Court
doth further
decree that
the said
Receiver be
paid all
moneys coming
into his hands
from said prop-
erty as
well as from
the said
in the manner

subject matter can be allotted to any party who will accept it, & pay therefor to the other party such a sum as his interest therein may entitle him to receive, but if in the opinion of the said Commissioner such partition of the Real Estate cannot be made in kind without loss or injury to the parties, then the said Commissioner will report that fact to the Court and the reason upon which such opinion is based, together with the ~~real~~ ^{Annual and fee-simple} value of the land.

And the Court doth further decree that one of the Commissioners of this Court take an account of all the partnership transactions — mercantile and farming — between the plaintiff and the defendant, and report the same to Court together with any matter specially stated deemed pertinent by himself or which he may be required to state by any party interested. But before the plaintiff shall have the benefit of the injunction awarded in this order, he or some one for him shall enter into a bond before the Clerk of the Circuit Court for Southampton in the penalty of \$1000 —, with security to be approved by said Clerk, conditioned to pay to the defendant, all damages & costs which he

may sustain in the event the said injunction is dissolved. And leave is hereby reserved for the plaintiff & the receiver to make application to this Court in vacation for such orders as may be necessary to enforce this decree.

~~Is the~~ } And the Court doth
 ~~Clerk of Circuit Court for~~ } further adjudge, order
 ~~Southampton County~~ } and decree that the
 ~~July 17th 1884.~~ } ~~Said Receiver~~ that the
said Receiver shall not proceed to act under this decree until he shall have executed a bond in the penalty of \$2000 with approved security, before the Clerk of the Circuit Court for Southampton County, conditioned, according to law, for the faithful performance of this decree. And it is further ordered that the said Receiver shall not take possession of the Real Estate in the proceedings mentioned before the first day of October 1884.

Is the Clerk of the Circuit Court }
for Southampton County }

Geo B. Blow
Judge

Hurdley
07. 31 Decree -
Hurdley

Hundley
in. } Decem.

Hundley

Nov. term 1885

2. be entered

Geo. Brown.

✓

Hundley }
or. } Decree.
Hundley }

This day this cause came on again to be heard upon the papers formerly read upon the Report of Comr. B. F. McLenore, filed Mich. 2nd 1885, to which Report there is no exception was argued by Counsel. On consideration whereof, the Court doth approve & confirm the said Report. And the Court doth further adjudge, order & decree that execution issue against Drs. A. Hundley & B. F. Hundley for the costs remaining unpaid which said costs shall be taxed by the Clerk of this Court.

Hundley
or. $\frac{1}{2}$ sec.

Hundley

May Term 1886,

to be returned -

Geo. Brown,

✓

W. J. Bruce, Jr.

Hundley
vs. } Pierce -
Hundley }

This day this cause came on to be heard upon the papers formerly read, and was argued by counsel. On consideration whereof, and it appearing to the Court that nothing further remains to be done in this cause, it is ordered that the same be removed from the docket.