

1904-01

Southampton County Chancery

Beale, John D.
vs.

Beale, John D. vs. Arthur Line Boy

"Compromise Settlement"

Beale, Willie

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF SOUTHAMPTON COUNTY..

=====0=====

Complaining sheweth unto the court your orators, John N. Beale, and Willie Beale, an infant, who shes by John N. Beale, his next friend, that the said Willie Beale is an infant, and a son of ybur orator, John N. Beale; that both of them are now, and have for sometime prior to February 28th., 1902, resided at Boykins, Virginia, a station on the Seaboard Air Line Railroad in the county of Southampton; that the said Willie Beale is now $8\frac{1}{2}$ years of age; that on or about the 21th. day of February, 1902, the said Willie Beale in some way unknown to your orator, fell between the cars of a moving freight train at Boykins aforesaid, and received injuries which necessitated the amputation and loss of one of his legs.

Your orator, after diligent effort and inquiry, has been unable to fix the responsibility for this accident to his son, upon the railroad company, or to show any negligence on their part, but in order to aid him in meeting the expenses for medical treatment required for the said Willie Beale, after his injury aforesaid, the said company has agreed to pay for the medical and surgical attention rendered by Dr. C.R. Barham, the sum of \$50.00, and to John N. Beale for other expenses incurred by him as the result of the injury to his son, the sum of \$65.00, which amount the said company has agreed to pay, not in recognition of any liability on their part, but in a spirit of generosity, and with the desire to aid your orators in meeting the loss growing out of their unfortunate and expensive accident.

In tender consideration whereof your orators pray that the Seaboard ~~Air Line Railroad~~ may be made a party defendant to this bill, and required to answer the same, answers under

oath being hereby expressly waived; that this court will ratify, approve and confirm the compromise settlement outlined in the bill and offered by the said defendant company, releasing it from any future or other liability in the premises; that all such inquiries may be made, orders and decrees entered, and such other further and general and special relief granted as the nature of the case may require or to equity shall seem meet. And your orators will ever pray &c.

Sign (Jno) John N. Beale. ^{his} W. S. Moore & Co. Att. J. S.
mark

STATE OF VIRGINIA,

To-wit:

COUNTY OF SOUTHAMPTON,

I, E. B. Beaton, a Notary Public in and for the county aforesaid, in the State of Virginia, do hereby certify that John N. Beale, whose name is signed to the writing hereto annexed, this day personally appeared before me in my county aforesaid and made oath that the statements contained in the foregoing writing and annexed bill of complaint, are true to the best of his knowledge and belief.

Given under my hand this 3rd. day of October, 1903.

E. B. Beaton

*My term of Office
expires March 14-1906.*

Notary Public.

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, 2nd. September Rules, 1903.

=====0=====

The answer of the Seaboard Air Line Railway, a Corporation, with its principal office in Portsmouth, Virginia, to a certain bill of complaint exhibited against it in the County of Southampton, and State of Virginia, by John N. Beale and Willie Beale, an infant, who sues by John N. Beale, his next friend.

This respondent for answer to so much of said bill as it is advised is necessary for it to answer, answers and says:

That it is true, as alleged in the said bill, that sometime about the last of February, 1902, Willie Beale, an infant, who is the son of John N. Beale, was injured by being run over by some of its cars at Boykins, and as a result of the injury, has lost a limb. This respondent is advised that the injury^{was} sustained by his falling between moving cars in his effort to board the train while in motion, he not being a passenger but a trespasser upon the property of the company, and as the accident did not occur in view of any of the company's agents or employees, or in the presence of any other person or persons, the exact details cannot be given.

This respondent answers that it was shifting its trains at Boykins, and was employing every precaution at both ends of the train, to prevent accidents or injuries to any person.

It is true, as alleged in complainant's bill that this respondent has agreed, purely from a standpoint of charity to pay for the medical and surgical attention to the child necessitated by the injury aforesaid, the sum of \$50.00, and

has also agreed to partially reimburse the father for the loss and expense during the child's confinement, the sum of \$65.00, provided the court will ratify, approve and confirm the same, releasing the company from all liability of every kind growing out of the accident aforesaid.

And now having fully answered, this respondent prays hence to be dismissed with its reasonable costs in this behalf expended. And it will ever pray, &c.

Wm. H. L. Sullivan
Meat

Attest

Wm. H. L. Sullivan
Asst. Secy

Boatmen Ry. Co.

vs. } Spca: In chy.

Seaboard Air Line Ry.

a Corporation

1903. 2nd Supt Rules

per lot.

Legal Notice of the within summons
is hereby acknowledged. September 19th. 1903.

(Signed)

Wm. H. Hest
per

Wm. H. Hest

per

The Commonwealth of Virginia.

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

We command that you summon... *S. A. Gay*... *A. in*... *Lina*... *R. A. Gay*...

.....
.....
.....
.....
.....

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... *3rd*... Monday in... *Sept*... 1902... next, to
answer a Bill in Chancery exhibited against... *it*..... in our said Court by.....

..... *John M. Beale and William Beale, an infant, who*
..... *Answer by John M. Beale his next friend*.....
.....
.....

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this... *12th* day of
..... *September*....., 1902, in the... *17th* year of the Commonwealth.

Teste :..... *L. A. Gay*..... C. C.

Beach Bros. Rules

vs } Stat. of costs

S. N. L. Ry. Co.

Beale Inv. N. & Co.

vs. { Statement of Costs to date

Seaboard Air Line Ry.

5 cars, 25; freight 13. receipt 18. ady. 10. dock 18 = 84

2 miles 1.00 incoming return 35. fil. bill 15 = 150

Do. answer of Seaboard Air Line Ry. 15. dupl. 15 = 30

1 decree 36. Tax costs &c. 40 = 76

blank \$340

shff 000

Law 21610

\$19.90

Total: L. A. Gay L. G.

John N. Beale v. al.
vs. { Stat. of Rents
Seaboard Air Line Ry.

Entered on
page 28.

John N. Beale and Willie Beale, an infant who
sues by John N. Beale, his next friend, Plaintiff
vs. } In Chancery
Seaboard Air Line Railway, a corporation

Defendant

1903. 19th. September. Process issued to 2nd. Sept. Rules.

1903. 2nd September Rules. Process returned executed.

Bill filed.

Deere nisi

1903. 1st. October Rules, Answer of Seaboard Air
Line Railway, a corporation filed
Bill taken for confessed and
cause set for hearing

24

MEMORANDUM OF AGREEMENT, Made and entered into this day of March, 1903, by and between JOHN M. BEALE, in his own right and as guardian of Willie Beale, of the town of Boykins, in the County of Southampton, and State of Virginia, party of the first part, and the SEABOARD AIR LINE RAILWAY, a corporation, party of the second part,

W I T N E S S E T H:

*Examine and
interline and
before signing*

That for and in consideration of the payment of the sum of Fifty (\$50.00) Dollars to Dr. C. R. Barham, covering medical and surgical attention to Willie Beale, son of the said party of the first part, ~~and the payment of an artificial limb to said Willie Beale, son of the said party of the first part, the sum of ten dollars to said Willie Beale, son of the said party of the first part, which were sustained by him on or about February 28th, 1902, at or near the town of Boykins, in the County of Southampton, State of Virginia.~~

IN TESTIMONY WHEREOF, witness the signature and seal of the said party of the first part, and the signature of the said party of the second part by its First Vice-President, and its corporate seal hereunto affixed and attested by its Assistant Secretary, the day and date first hereinbefore written.

his
John M. Beale (SEAL)
mark

Witness:

E. B. Bealov
Notary Public

John M. Beale and
Willie Beale, Infant.

vs.

FINAL REPORT.

S. A. L. Ry. Co.

1904 October 17th. Filed.

Respectfully submitted,

Respectfully submitted,
I am signed by the said John M. Beale filed herewith.
The said Willie Beale, all of which will appear by
examining the railroad company. Growing out of balance in-
come (\$20.00) Dollars in full settlement of their claim
John M. Beale, guardian of Willie Beale, the sum of Sixty-
four Dollars (\$64.00) Dollars and so
to report that in payment of notice of October 17th, 1904.

The undersigned attorney concurring this case be

COURT OF SOUTHWESTERN COUNTY.

TO THE HONORABLE ROBERT H. PRENTISS, JUDGE OF THE CIRCUIT

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF SOUTHAMPTON COUNTY.

The undersigned attorney conducting this cause begs
to report that in pursuance of decree of October 6th, 1903
he paid to Dr. C. R. Larham Fifty (\$50.00) Dollars and to
John N. Beale, Guardian of Willie Beale, the sum of Sixty-
five (\$65.00) Dollars in full settlement of their claim
against the Railroad Company, growing out of personal in-
jury to the said Willie Beale, all of which will appear by
receipt signed by the said John N. Beale filed herewith.

Respectfully submitted,

October 15th, 1904.

James M. L. Moore
Attorney

Sept. 1903.

to Willie Beale, infant, which occurred on or about February
and future or other disability by reason of the said accident
the said railroad company shall be forever discharged from
Beale in his own right and as Guardian of Willie Beale, that
\$50.00 to Dr. C. H. Farham, and the said \$50.00 to John N.
and that when the said defendant shall have paid the said
fostered for the accident set forth in the bill of complaint,
his medical attention to the said Willie Beale while being
to Dr. C. H. Farham the sum of Fifty (\$50.00) Dollars covering
said defendant company, and that the defendant company pay
authorized to accept Sixty-five (\$65.00) Dollars from the
that the said John N. Beale, Guardian of Willie Beale, be
defendant company, the court doth adjudge, order and decree

DEGREE.

John N. Beale & Willie
Beale, Infant,

v.

S. A. L. Ry Co

Entered
1903.

For the plaintiff, Willie Beale, and that the accident was
from the defendant, that the defendant was not responsible
from the defendant made in the sworn bill of complaint, and
On consideration thereof, and it appearing to the court
replication filed, and was argued by counsel.
sworn to and upon the answer of defendant, with General
Beale, and on the hearing of the bill of complaint duly
This day of June, 1903, the court has regularly matured at

Responded via the railway company

v.

Beale, his next friend,
an infant, who sues by John N.
John N. Beale and Willie Beale,

John W. Beale and Willie Beale,
an Infant, who sues by John W.
Beale, his next friend,

v.

Seaboard Air Line Railway Compa-
ny, a Corporation.

This day this cause, which has regularly matured at
Rules, came on to be heard upon the bill of complaint duly
sworn to, and upon the answer of defendants, with general
replication thereto, and was argued by counsel.

On consideration whereof, and it appearing to the court
from the admissions made in the sworn bill of complaint, and
from the answer filed, that the defendant was not responsible
for the accident to Willie Beale, and that the accident was
~~in no sense~~ the result of negligence on the part of the de-
fendant company, the court doth adjudge, order and decree
that the said John W. Beale, Guardian of Willie Beale, be
authorized to accept Sixty-five (\$65.00) Dollars from the
said defendant company, and that the defendant company pay
to Dr. C. R. Barham the sum of Fifty (\$50.00) Dollars covering
his medical attention to the said Willie Beale, while being
treated for the accident set forth in the bill of complaint,
and that when the said defendant shall have paid the said
\$50.00 to Dr. C. R. Barham, and the said \$65.00 to John W.
Beale in his own right and as guardian of Willie Beale, that
the said railroad company shall be forever discharged from
any future or other liability by reason of the said accident
to Willie Beale, infant, which occurred on or about February
28th., 1902.

- 1904 -

John N. Beale and
Willie Beale, Infant.

vs.

DECREE.

S. A. L. Ry. Co.

Enter 17 day of October,
1904.

Robert H. Smith

*Entered
D. O. B. p. 110*

AS.

John N. Beale, his next friend:

Beale, Infant, who sues for

John N. Beale and Willie

=====

John N. Seale and Willie *

Seale, Infant, who sues by *

John N. Seale, his next friend*
vs. *

Seaboard Air Line Railway Co. *

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This day this cause came on again to be heard upon the papers formerly read and upon report of James L. McLeMore, Attorney, filed in the papers of the cause this day, showing the compliance on the part of the defendant company with a decree of October 6th, 1903 supported by proper vouchers, and was argued by counsel.

On consideration whereof, the court doth confirm the said report, and nothing further remaining to be done in the cause, order the same to be removed from the docket.