

1868-02

Southampton County. Chancery

White, L.H. vs Neely, Wm. and Lenow, Jacob

Settling of co-partnership

56 47 45

White

v. } Papers

Lenox of

White L.H

vs { Dill & Co.

Lenox + Neely

Kilby + Mendenhall
Attys. for Plffs

1866 April Rules.

To the Honorable Richard H Baker Judge of the
Circuit Court for Southampton County:

Humbly complaining, sheweth unto your Honor,
your orator L. H. White: That in or about the month of
in the year 1864, your orator entered into an agree-
ment with Jacob Lenow and Wm Neely, to form a partnership
under the name and style of 'Lenow & White', for the purpose of
conducting and carrying on a general mercantile business,
as contractors and agents for the exchange and barter of
cotton, for bacon, lard &c: That there was no regular written
agreement between the parties; but it was perfectly understood
and agreed between them, that all profits arising either from
the sale, exchange or barter of goods, groceries, wares or merchan-
dize, were to be divided among them in equal proportions;
that is to say, the said L. H. White receiving one third part thereof,
the said Jacob Lenow one third part thereof, and the said Wm.
Neely one third part thereof: That at the period of and during
said co-partnership, as is well known, the war between the
sections was being waged, and the County of Southampton
being on the border, it was impossible to keep any regular
books of account, as this whole country was liable to frequent
raids and incursions; therefore it was understood and agreed
that each should keep a memorandum of expenditures & dis-
bursements, as well as also all receipts of said firm, so far
as the same came to the knowledge of each, to be estimated and
accounted ^{for} in their final settlement: That in the month of
December 1864, your orator dissolved his connection with said
firm by general consent, and at that time having full confi-
dence that the said Jacob Lenow, who was the active member
of said firm would render unto him his just dues, your orator

left with the said Lenow all the books of the partnership
so far as it was possible to keep the same, in order that ^{myself} ~~he~~ ^{might} ~~would~~
make settlement of ^{the} whole affairs relating thereto: Your orator
further charges that during this period, the currency of the
Country was much deranged, and therefore all transactions
of said partnership were carried on in Bank Money; that
it is in the State Bank Money of North Carolina ~~the same~~:
And your orator further sheweth unto your honor, that no
settlement of the said Copartnership accounts hath ever
been made between your orator, and the said defendants, and
that since the said dissolution your orator hath repeatedly
applied to the said defendants, to come to a final settlement
with respect thereto: And your orator well hoped that the
said defendants would have complied with such your orator's
reasonable requests as in justice and equity they ought to
have done. But now so it is, that the said Jacob Lenow and
Wm Nely, combining and confederating together, to wrong and
injure your orator in the premises, have and still do refuse
to comply with such requests. And your orator further
charges that upon a true and just settlement of the part-
nership accounts, it would appear that a considerable
balance is due from the said defendants; that is to say
at least some seven or eight thousand dollars, in Bank
money as before mentioned, due from said defendants to your
orator, in respect of their said Co-partnership dealings:
And further, that at that time, in all business transactions
said Bank Money was estimated as worth fifty cents in the
dollar with reference to ^{final currency} ~~the~~ and was so regarded, taken and
considered in all partnership transactions. In Consideration

Whereof, and inasmuch as your orator is remediless in
the premises, without the aid and intervention of a Court
of Equity, where matters of this sort are properly cognizable
and alone relievable: To the end therefore, he prays that the
said Jacob Lenow and Wm Nely may be made parties defen-
dants thereto; that they the said Jacob Lenow and Wm Nely may
upon their several and respective corporal oaths to the best
and utmost of their knowledge, remembrance, information
and belief, full, true, direct and perfect answers make to
all and singular the matters aforesaid, and that as fully
and particularly, as if the same were here repeated, and
they and each of them distinctly interrogated thereto. And
your orator further prays, that an account may be taken
of all and every of the said late copartnership dealings
and transactions until the time of the expiration thereof,
and that the said Jacob Lenow and the said Wm Nely may be
directed to pay to your orator what, ~~if any thing~~, shall upon
such account appear to be due by them. Lastly your
orator prays for such other and further relief in the premises,
as is consistent with equity to grant: And your orator
well so prays.

L. H. White

State of Virginia,
City of Patuxent limit:

Personally appeared before me, C. W. Mundough,
a Notary Public for the City of Patuxent, L. H. White whose
name is signed to the writing above, and made oath that the
facts therein set forth are true and correct to the best of his
knowledge and belief. Given under my hand this 28th day
of March 1866 -

C. W. Mundough

Notary Public

values of said cotton were destroyed by riotous and
others during the latter part of the war and the
remains captured by the Federal forces and
carried to Suffolk where after much difficulty
& expense this Defendant succeeded in recover-
ing only 3710 pounds which he set for the net
amount of \$1275.59 Federal currency.
This Defendant further answering said that
the net pay of the said sum of \$1275.59 is not
sufficient to make up the amount due him
from the Plaintiff, and that he is now always
half dead with sickness & anxious to have a settle-
ment well knowing that the Plaintiff is
indebted to him in a large sum - and having
around he prays leave to be dismissed with
his costs &c

Thos. B. Thompson per
Sgt

Southampton County to wit

This day Jacob L. Brown appeared before
me a justice of the peace in and for the said
County and made oath that the facts
stated ^{in the above answer} are true - Signed under my hand
this 27th day of July 1866

Jos. L. Brown per J. P.

Handwritten musical notation on a single staff, featuring various note values and rests.

Handwritten text at the top of the page, possibly a title or section heading, including the word "Lament".

Handwritten musical notation on a single staff, continuing the piece with various note values and rests.

Handwritten musical notation on a single staff, concluding the piece with various note values and rests.

The answer of Wm Nealy to the bill of complaint filed against him & Jacob Senow & L H White in the Circuit Court for the County of Southampton

This Defendant saving & reserving all benefit of exception to the many errors & imperfections of the Plaintiffs bill for answer thereto answers so much thereof as he is advised it is material or necessary to make an answer unto answering said

That it is not true as stated in the bill that this Defendant in the year 1864 entered into an agreement with Jacob Senow & L H White to form a partnership under the name & style of Senow & White for any purpose whatever, but on the contrary he denies that he was ever at any time a partner with the said White or ever agreed to form a partnership with him for any purpose or that he was ever directly or indirectly concerned & interested in the firm of Senow & White; and having answered the prayer herein to be dismissed with his costs &c.

Wm Nealy

Respectfully for Deft

Southern County to wit;

This day Wm Nealy appeared before me a justice of the peace in & for said County and made oath that the facts stated in the foregoing answer are true. Given under my hand this 27th day of July 1866

Jos. G. Cunningham P.

The Deposition of William A. Peely
Taken before me Henry S. Howard one of the Commis-
sioners in Chancery of the Circuit Court of Southamp-
ton County, at the office of J. J. Kindred in the
Town of Jerusalem, on the 6th day of October
1866, between the hours of 6 A. M. and 6
P. M. of that day to be read as evidence
on behalf of Jacob Senow, in said in Chancery
now pending in the said Circuit Court of South-
ampton County, (pursuant to notice hereto come) in
which L. A. White is plaintiff and the said
Jacob Senow & Wm Peely are defendants.
Present, John J. Kindred Counsel for said Jacob
Senow & Wm A. Dutton Counsel for the plain-
tiff L. A. White.

The Dependent William Peely being first sworn
in the Oath of a Christian, deposes and says.

1st question by Defendant Senow's Counsel Did
you or Did you not assist in the making
of a settlement of the partnership transactions
between the said Senow and White in rela-
tion to the matters in controversy in this
suit? If so state at what time and the
result of that settlement?

Answer. On the 12th of July 1865, I
assisted in making a settlement between
Mr. Senow & Mr. White in relation to
these matters and on that settlement there
was a balance due by Mr. White to
Mr. Senow of Seven thousand four
hundred and forty Seven Dollars in North
Carolina State Bank money. And in

This settlement both partners agreed and were perfectly
willing to settle at the rate of five Dollars
in North Carolina State Bank money for one
in specie. I am perfectly satisfied and certain
as to the amount that was due to Mr. Lewis
from Mr. White for I have seen lately the
original memorandum made out at the time by
Mr. White & myself. At the time of the settle-
ment Mr. White expressed himself perfectly
satisfied with the settlement then made.

~~Wm. H. Trotter, attorney for L. H. White, the plain-
tiff excepted to the taking of Wm. Neely's~~
2nd question by the Defendant Jacob Lewis's Counsel.
Do you know any thing further of the transactions
between the said White and Lewis as partners or
if so state it?

Answer. Lewis, White & Mr. John Elliott
of North Carolina were partners in trading
& exchanging Cotton, Beef, Bacon & other articles
needed by the Confederate Government at that
time. After the settlement of the 12th of Jan'y
1865 alluded to Mr. Lewis got me to go
with him to North Carolina in the neighbor-
hood of Eden to settle up the balance
of the business of Lewis & White & Co.
And there he shows paid to Mr. Nathan Parker
Nine hundred & two Dollars for receiving, hauling
and taking care of the Cotton of the firm
of Lewis, White & Co. This amount of Nine
hundred & two Dollars was in North Carolina
State Bank money. And besides this amount
he Lewis paid to the Hotel Keeper in
the Village of ~~St. George~~ ^{Perquimans} County

North Carolina, the sum of two hundred & seventy
five Dollars in ^{North Carolina} State Bank money,
left seventy one Dollars in same currency.
That is to say. That is to say The Hotel
Keeper had in his possession Cotton received
from Mr. White as admitted by him
to the amount of two hundred and seventy
five Dollars, & ^{paid} hotel bill and orders
against Mr. White amounting to two
hundred and four Dollars in North Carolina
State Bank money. So that Mr. Lewis receiv-
ed only seventy one Dollars in same currency.
I was detailed by Capt. John H. White Captain
of the 1st Regt. of the 1st Div. of the
Confederate Army to assist the parties
in making these exchanges for the good
of the Confederate Army. We sent from our
Department to Washington Ditch in the County
of Hanover County for exchange and we
got in three Bales of Cotton belonging
to the firm of Lewis & White for the
exchange in Bacon, Molasses & other
commodities. I received only two
Bundles of Molasses, which I consider
not equal in value to one Bale of Cotton
and this will be shown by the Books I
kept as Capt. White's Clerk forwarding
and to all parties engaged in exchang-
ing products between the ~~Citizens~~ ^{Citizens} of
the Federal Government & the Confederate
Government, & Mr. L. H. White the plaintiff
in this suit told me afterwards at Mr.
Lewis's that he received the Balance in

Settlement for these three Bales of Cotton.
W^m H. Gullow, attorney for L. H. White the plaintiff
except to the taking of William Neely's deposition
in the grounds that he is a party & his evidence
to be available must be oral & before the Court.

1st question by plaintiff's counsel. Did you or
did you not have a settlement of the transactions
between Jacob Linn, said White & yourself?

Answer. I did on the 12th of Jan^y 1865 between
Linn & White, & myself was not a partner. &
only settled & aided them to settle as a
mutual friend. They took me from the Depot
& my business to aid them to settle as a
mutual friend only.

2nd question by plaintiff's counsel. Were you
not a secret partner in the said concern?

Answer. No Sir I was not.

3rd question by plaintiff's counsel. Did you
not furnish cotton to go into the trade &
business of said concern?

Answer. Individually & on my own account
I did not, but I did buy cotton for Mr.
Linn with Mr. Linn's money as I
frequently did for other parties. For
example, I bought for Capt. White, Jonas Varnum
Col. or Gen. Mr. Carr & others and any
body that would ask me. They always
furnished me with money. My business
as the assistant of Capt. White made it necessary
for me to go to Weldon very frequently,
& on those trips I made those purchases
for parties who requested me with a
view to enabling them to assist the Govern-
ment to procure those commissary stores

needed by the Confederate Government, and I
always frequently made myself responsible for the
cotton I purchased, for the parties of
whom I purchased knew me and did
not know the persons engaged in
the exchange. For I knew the parties
for whom I purchased and I knew their was
no risk in my part.

4th question by plaintiff's counsel. Was not
said White by your consent & the consent
to operate in buying & selling the partnership
effects on the east side of Blackwater
River?

Answer. He was not by my consent. I
was never a partner of Linn & White's.
& had further this Deposition said not.

J. M. Neely

State of Virginia,
County of Southampton, Twit;

I, Henry S. Howard, one of the Commissioners
in Chancery of the Circuit Court of said County, do
hereby certify that the foregoing deposition, was
duly sworn to and subscribed before me at the
time and place mentioned herein.

Given under my hand, this 6th day of October 1866.
Henry S. Howard, Com.

Fee for Deposition by Court \$5.00
Henry S. Howard Com.

White

to } Sum. Ch.

Lenox J^r

1866 April Rules

Executed by deliver-
ing a copy to each
Mar. 27. 1866.

E. L. Story dep^t
for P. Kellogg chff



The Commonwealth of Virginia To the Sheriff of Southampton County Greeting.
We command you to Summon Jacob Lenow and W^m Neely late partners of the
firm of L. H. White, Jacob Lenow and W^m Neely doing business under the name and
style of Lenow & White

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 April next to answer
a bill in Chancery exhibited against them in our said Court by L. H. White

And have then there this Writ. Witness L. H. Edwards Clerk of our said
Court at the Courthouse this 21st day of March 1866 in the 90th
year of the Commonwealth

L. H. Edwards Clk

White

to } Stat. Rules.

Snowy

71
275

344

In Southampton Circuit Court.

L. A. White

against
Jacob Binow & M^r. Keely

1866 March 21st Summons issued Returnable to April Rules
" Apr. R. Sum. ret. Executed. Bill filed. A. Rice vs. Offs.
" " Last Monday in) Bill taken for Confessio & Cause set for hearing
" Oct 8. Dep. on behalf Offs. filed.

1868 May Dismissed

White 2
as 2 Notice
Larou 2

Executed by
delivering a copy
Sept 22^d 1866
M. Hutchison
Clerk

No 1

To L H White

Sir - Take notice that I shall proceed on the
6th day of October 1866 at the office of J. J. Kinard, in the
Town of Jerusalem between the hours of 6 A M and 6
P M of that day to take the depositions of Wm Neely
Elliott Story &c to be read as evidence for me in
a suit now pending in the Circuit Court for the
County of Southampton in which you are Plaintiff
and I am Defendant together with Wm Neely
to the Defendants of the City of }
Portsmouth to execute &c }

Jas O Lenoir

This is a copy of the original
being given which has been
lost

By the Rev

B

White & Simon

1 - on motion of pl. it is
ordered that this case
be dismissed

106

1061

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