

1880-10 Southampton County Chancery - Lewis, S. vs Johnson, G. Frederick

dissolve partnership

Levi

vs 3 dece

Johnson

May Term 1880.

~~To be entered~~

Geo. B. Lob.

1880. May. Dismissed

Lewis
vs } Deere

Johnson.

On motion of the plaintiff,
this suit is ordered to be dismissed.

Lewis
or 3 Bill
Johnson

Inspection refused
& leave granted
to amend the
bill -

Geo. B. Snow.

J. B. P. Rice & Co

To the Hon Geo. Blow. Judge of the Circuit
Court of Southampton. In chancery.
Humbly complaining sheweth unto
Your Honor, your complainant, S. Lewis.
as follows. That by articles of agreement
entered into between complainant &
one G. Fred Johnson dated 20 Aug 1878,
the said Lewis & Johnson formed & entered
into a copartnership, for the purpose of
carrying on the Saw mill & lumber
business in this County. That they, in
pursuance of said agreement have
been engaged in said business for
several months. That under the terms
of said agreement, it was stipulated
that the copartnership might be dissolved
at the discretion of either party, but not
so abruptly as to make it directly detri-
mental to the other party - as will appear
from said articles, herewith filed, marked
"A", as a part of this bill. That your
Complainant is desirous of dissolving
said copartnership, owing to the fact
that a dispute has arisen between
him & the said Johnson, whereby the
relations that should exist ^{between} such parties
have been destroyed, and he is no longer
willing to occupy such a relation with
the said Johnson. That the said Johnson

has the active management & control
of the said business, and will not
^{agree}
~~consent~~ to a dissolution by mutual
consent, upon any terms that are
fair to Complainant. That under
said articles the said Johnson may
greatly injure your Complainant
by making purchases, contracting debts,
etc. all of which would be against
Equity & fair dealing. In tender consid-
eration of all which and inasmuch as
your Complainant is without remedy
in the premises, except in a Court of
Equity where such matters are properly
to be heard, your Complainant prays
that the said G. Fred Johnson may
be made a party deft. to this bill
& compelled to answer its allegations.
That your Honor will grant an
injunction restraining the said
Johnson from any further manage-
ment of the said concern, and
appointing a receiver to take charge
of all the effects, goods belonging to said
partnership, and hold & manage the
same under the direction of this Court.
That the partnership existing heretofore between
Complainant & said Johnson may be dissolved
and that your Honor will grant such

either further general or special relief
as to Equity may seem meet or the nature
of this case may require - and as in
duty bound, your Complainant will
ever pray &c. May it please the Court, &c.

S. Lewis

Southampton County Court.

I, Jas R. Tyler - a Comr in Chancery for
the Circuit Court in said County do certify
that S. Lewis, personally appeared before
me in my County aforesaid and made
affidavit that the facts as set forth
in the above bill are true to the best
of his knowledge & belief. Given under
my hand Nov 7. 1879.

James R Tyler -
Comr in Chancery.

Articles of Agreement Made the
20th of Aug. One thousand eight hundred
& 50 between G. Fred Johnson & S. Lewis
as follows:

The said Johnson and Lewis have agreed
to become partners in business and by these presents do agree to be copartners
together under & by the name of Johnson & Lewis, The said Lewis agrees to
furnish a saw-mill & site, or saw-mill &
sites & pay all repairs on the mill or mills
which amount to any sum over ten dollars
(\$10.00) - amounts of ten dollars (\$10.00) & under are
to be paid by the firm,

And for & in consideration of this & as an
offset against the same, the said Johnson
agrees to render his services,

Outside of this then, the said Johnson &
Lewis become equal shares in all the
receipts & disbursements, connected with
the business, Neither party is to purchase
any timber without the knowledge & consent
of the other party - And this copartnership
business shall be dissolved at the discretion
of either party, but not so abruptly as to make
it directly detrimental to the other party

Given under our hands this day &
date

G. Fred Johnson.
S. Lewis

Securis 127
in 3 notice
Johnson

Executing by
delivering to Fred
Johnson a copy
of this notice on the
7th day of November
1879.

W. W. Gregg S. H. H.

To G. Fred Johnson.

Take notice that I shall today file
a bill in Chancery in the Circuit Court
of Southampton, asking the Judge thereof
to restrain and join you from any
further management of the effects
belonging to the partnership heretofore
existing between us - to appoint a
Receiver to take charge of said effects
and to manage and wind up said
concern, and to dissolve the said
partnership. I shall further pray
the said Court to suspend any
action on the part of the Receiver
for the period of six days from this
date.

Respectfully

Nov 7. 1879.

J. Lewis

S. Lewis
m 3

G. Fredrick Johnson

A minor of G. F. Johnson

Answer -

of G. Frederick Johnson
to a Bill of Complaint filed against him in the
Peace Court of Southampton County, on 7th November 1879,
by S. Lewis -

This Respondent for answer to so much
of the Complainant's Bill as he is advised it is material
for him to answer, says -

That it is true that the Complainant & Respondent
acted into a partnership ~~or charged~~, according
to the Agreement filed with Complainant's Bill -
and this Respondent is ready & willing to pro-
ceed to close up the business of the said partner-
ship as rapidly as possible so as to do so, with-
out injury to his interests -

This Respondent is not informed of any reason
why he may not himself close up said business,
his feelings & personal relations being perfectly kind
and friendly towards said Respondent -

But your Respondent earnestly protests that
your Honor will not decree the appointment of
a Receiver to close up said business, thus ~~fully~~
creating an expense wholly unnecessary, by em-
ploying another person at the expense of the part-
nership, to perform labor, which under the express
terms of the Partnership Agreement your Respondent
may to perform & discharge - This Respondent respectfully
says that

there is no reason alleged in the Complain-
ant's Bill why the Respondent ^{himself} can not as well
close up said business as well now as at any
time hereafter - And there is no reason why
he should not do so except this, which your

Respondent will now state, to wit:

That on the 6th day of this month, while conversing ^{in the most friendly manner} with the Complainant at the Court House, not long after the bringing in, by the jury of a verdict, in an Action at Law in this Honorable Court, tried at its present Term the Complainant asked the Respondent to permit him (Complainant) to look at the Books, which contained the transactions of said firm with the employees & all other persons - This Respondent, without the least hesitation, promptly handed said Books to the Complainant when he (Complainant) immediately walked off with said Books & has ever since refused to return them to your Respondent - This your Respondent respectfully urges that the Complainant had no right to do, as under the Agreement your Respondent was to carry on & manage said business, which he can not do, or at least can not do so well & satisfactorily without said Books, containing as they do the Accounts with the employees of the partnership & other persons -

Your Respondent has after told the Complainant that he could have, at all times free & full access to said Books - Copy the same or do any thing with them which would not interfere with the Respondent in the discharge of the duties which he had undertaken & contracted to perform in said partnership Agreement.

This Respondent now has no objection whatever to the Complainant's having said Books copied or to the Complainant's employing, at his own expense any Agent, to be present & superintend the closing up of

the said business as rapidly as possible, which the Respondent is perfectly willing to do, and hereby promises to do, so as not to bring unnecessary loss -

Your Respondent therefore humbly prays that the Complainant's Bill may be dismissed at his cost - and that the said Complainant may be ordered to return said Books to your Respondent who is plainly entitled to their custody in order to enable him to close up said business, for without them he can not do so -

Your Respondent respectfully protests that the Complainant has no right thus to obtain an order from this Honorable Court, the tendency of which must necessarily be to reflect upon the reputation of Respondent for fair dealing as a capable man of business and as an honest man -

The Respondent hereby pledges himself & promises that if the Complainant will show that the Respondent has failed in any, the least respect whatever, in the discharge of the duties undertaken by said partnership Agreement, or that he is in any manner, unable or unfit to discharge the duties imposed, as well now as heretofore -

They having agreed the Respondent prays to see them dismissed -

G. Fred Johnson
by J. J. Knickerbocker,