

1909-65

Southampton County Chancery Leigh, Joshua vs Thomas, J. B.

To dissolved partnership,
Gross as the appointed
creditors be paid off
Surplus to be divided

✓ 1909
Lynch
Bice
Thomas

906 1st Mich. Ruler
filled

3206
✓
Ino. & George J. pg.

To the Honorable Robert R. Prentis,

Judge of the Circuit Court of Southampton County, Virginia.

Humbly complaining showeth unto your Honor, your ^{Complainant} ~~plaintiff~~,

Joshua Leigh, of the county of Southampton in the state of Virginia.

That heretofore to wit, on the _____ day of _____ 190_____

he entered into a partnership with J. B. Thomas, also of the county of Southampton, Virginia, for the purpose of conducting a livery sale and exchange business in Drewryville, in said Southampton County Virginia, under the firm name and style of ~~Joshua~~ Leigh & Company, as will fully appear from a copy of the articles of partnership, herewith filed as exhibit "A", and prayed to be read and taken as a part of this bill.

That it was understood and expected, that each of the said partners should put in the sum of One thousand Dollars (\$1000.00) into the business, and that pursuant thereto, your plaintiff put into the business a sum in excess of \$1000.00, to wit \$1018, but the said defendant did not and would not, nor has he yet, put into the business the said sum of One thousand Dollars (\$1000) as agreed, thereof. ✓
He has, however, put in a sum of less than One thousand Dollars (\$1000) to wit \$_____.

That upon this capital thus put in, they have conducted the business until the first day of January 1906. When observing that the said business was not being profitably conducted, the said plaintiff and defendant agreed to dissolve the said partnership, and the plaintiff and defendant agreed that the stock on hand was of the value of \$670.00, and it was agreed, that the plaintiff should take such property at the said price of \$670.00. The premises occupied by the partners in the [✓]conduction of their business as aforesaid, was the property of the defendant, and that in order to carry out and effect the agreement or dissolution herein before mentioned, the said defendant agreed to rent and did rent unto your complainant, the stables, etc. for the year 1906.

That your complainant took possession of said stock and said stables and undertook to conduct the business in his own right,

according to the agreement and dissolution, and that he has at various and divers times endeavored to close up with the defendant the affairs of said partnership, but he has been unsuccessful in every attempt. Your complainant says that under the partnership agreement, the defendant was the Treasurer and that all moneys paid to the firm was paid to and received by the said J. B. Thomas. And that the said J. B. Thomas has received large sums of money for and on behalf of said partnership, which is not accounted for on the books of the company, (which the plaintiff says was not done corruptly, or with any intention to defraud, but on account of a bad system of book-keeping) which said sums amounting, at the least, according to admissions of said defendant to the sum of \$512.75, and that there may be other items, which the said defendant does not now recall.

Your complainant says, that even ^{if} the said partners had not ^{the affairs are in such} agreed to dissolve ~~the~~ a condition that it could not be successfully conducted, and that a dissolution would be greatly to the interest of the parties. Your complainant says that before the dissolution of the said partnership as aforesaid, the said J. B. Thomas, absolutely and positively refused and declined to pay any part of the expenses of the said business, and that your complainant was forced and obliged to take the money from his own pocket with which to pay the expenses of the partnership; and to purchase feed for the horses belonging to the partnership; and that there are a great many debts due the partnership, and that there are some debts due by the partnership.

In tender consideration whereof, and inasmuch as your complainant is without remedy, except in a court of equity, where all such matters are alone and properly cognizable, he prays that the said J. B. Thomas may be made a party defendant to this bill, and be required to answer the same, answer under oath being waived, that proper process issue, that the said partnership may be finally and completely dissolved, and an account be taken of all the dealings and transactions of the said partnership from its beginning ^{and all such moneys} received and paid by the plaintiff and defendant, respectively,

in relation thereto.

That all property of the said firm, which has not heretofore been disposed of, under the agreement of dissolution as aforesaid, may be sold or converted into money. That a receiver of the partnership moneys, property and effects, may be appointed, with the usual powers and duties, who shall be directed to collect the debts due the firm; that the debts and liabilities of said partnership be paid off, and that the surplus, if any there be, be divided between the plaintiff and defendant, according to their respective rights; that all proper orders and decrees may be entered and all proper inquiries and accounts may be directed and taken, and that all such other, further, special, and general relief may be afforded your complainant as the nature of his case may require, or to equity shall seem meet. And your complainant will ever pray, etc.

Joshua Litch
By *[Signature]*

[Signature] J. Litch, Jr.

Lighth. Joshua

THE COMMONWEALTH OF VIRGINIA

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

Thomas J. B.

1906. 1st Mich. Rues

Executed March 3-

1906 by delivering

a true copy of

within state to

within name

J. B. Thomas.

Geo. Bryant Deputy

as
J. S. Gittelle

Teste:

C. C.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON.....

J. B. Thomas

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 ...*1st*... Monday in *March*...*1906*...

~~next~~, to answer a Bill in Chancery exhibited against *him*.....
in our said Court by.....*Joshua Leigh*.....

And this...*he*...shall in nowise omit under penalty of law. And have then there this
writ.

Witness, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this
2^d... day of *March*....., 190*6*..., in the *13^d*... year of the Commonwealth.

Teste :

B. F. McLemore....., C. C.

Joshua Leigh
" } Stat: Rules

J. B. Thomas

Joshua Light
for } Stat: Rules.
J. B. Thomas

1906. Mich 2: Process issued to 1" Mich Rules.

" 1" " Rules: Process ret'd Executed.

Bill & Ex: filed.

Decree nisi.

1906. 2" Mich Rules:

Bill taken for Confessed and
Cause set for hearing.

Articles of Agreement entered into this 31st
day of Dec. 1904, between Joshua Leigh
and J. B. Thomas, both of Southampton
County Virginia. Witnesseth as follows:
namely 1st The said Joshua Leigh and
J. B. Thomas agree to become co-partners
together in the conduct and trade of a
general livery sale and exchange stable
and all things thereto belonging which
said co-partnership is to be at Henryville
Southampton County Virginia and
is to be conducted under the firm name
of and style of J. Leigh and company.
And the said parties hereto agree that
each shall contribute the sum of One
thousand Dollars \$1000.00 as stock
the payment of which by both this day
is hereby acknowledged to be used
and employed in common
between them for the management
of the said business to their utmost
benefit and advantage.
2nd The said parties hereto agree to bear
equally the expenses of the said business
and shall from time to time equally
divide between them share and
share alike all such gains profit and
increase as shall come grow arise
or accrue from or by reason of the
said trade or joint business.
3rd The said Joshua Leigh is to be
general manager of the said business.

whose duty it shall be to attend to the buying and selling of the stock of the said business, and the said J. B. Thomas is to be the Secretary and Treasurer of the said business but neither the said Joshua Leigh nor the said J. B. Thomas are to charge any salary for their services. 5th. The said J. B. Thomas agrees to furnish free of charge or rent a proper and suitable building for the ~~conduct~~ conduct of said business, and also the house and lot known as Grizzard lot for the said Joshua Leigh to reside in, and also a house for the stableman to live in. 6th. All cash received from the business shall be deposited with the said Treasurer whenever he shall so request it to be done.

6th. The said co-partnership is to be run during the mutual pleasure of the parties hereto but whenever either party desires to discontinue in the said business, he shall give the other party not less than six months notice and the party offering the other the highest price for his share of the business shall be entitled to the same but in the event that said Leigh shall buy the interest of said Thomas, it is understood that the buildings and lots herein mentioned shall be immediately given into the possession of the said Thomas.

7th - Said business is to commence its operations on or about the 1st day of January - 1905.

8th In the event of the mutual determination of the said co-partnerships, or by the death of one of the parties the said co-partners each to the other, or in case of death of either of them, the surviving partner to the personal representative of the party deceased shall and will make and render a true, just, perfect and final account of all things touching the said joint business and co-partnership and divide the profits as aforesaid and in all things shall and truly adjust the values and the transactions thereof, and that upon the making and rendering of such final account all and every the stock and stocks as well as the gains and increases thereof which shall appear to be remaining whether consisting of money, wares, open accounts &c shall be equally divided between the co-partners, or their personal representatives share and share alike. 9th. It is agreed that no contract, guaranty or transaction shall be entered into in the name or on behalf of the co-partnerships, and the co-partnerships name shall not be affixed to any writing what so ever.

unless such contract, guaranty, transaction
or writing shall directly concern or relate
to the business and affairs of the said
co. partnerships. Witness the following
signatures and seals this 31st day
of Dec. 1904.

Witness - Joshua Leugh (Seal)
J. B. Thomas (Seal)
L. N. Brantley
J. H. Clark

Virginia Southampton County Po. wh.
J. O. Hyman, a Justice of the Peace in
and for the county aforesaid, do certify
that Joshua Leugh & J. B. Thomas, whose
names are subscribed to the above
writing, bearing date of Dec 31st 1904,
has acknowledged the same before
me in my county aforesaid given
under my hand & seal this May 4th,
1905.

J. O. Hyman. J. O.

Virginia In the Clerk's Office of the
District Court for Southampton
County May 4. 1905. This Agreement
was presented and with the certificate
annexed and admitted to record.

Teste - J. F. McLeannan, Clerk
By - Eula A. Blount D. C.

A Copy - Teste - J. F. McLeannan, Clerk
By - Eula A. Blount D. C.

Exhibit
"A"