

1871-030 Chancery Cause: W. A. Crocker & Company vs William W. Jordan & James F. Chalmers

Dale of Wight County

other surnames: Crocker,
Goodridge, Hall, Adams
[Thomas & Adams], Thomas

Know all men by these presents that we
Julius A. Thomas and Richard S. Thomas are
held and firmly bound unto the Commonwealth
of Virginia, in the sum of fifty dollars. To the
payment whereof well truly to be made
to the said Commonwealth, we bind ourselves, &
our heirs jointly & severally, firmly by these
presents. Sealed with our seals, and dated the
23^d day of November, 1840.

The condition of the above obligation is such
that whereas the said J. A. Thomas has been by
the Judge of the Circuit Court of Ish of Wight
appointed receiver in the suit of W. A. Crocker
& Co. against W. W. Jordan & Jos. H. Chalmer
therein instituted. Now if the said Julius
A. Thomas shall faithfully discharge his
duties as such receiver, then this obligation
to be void, or else to remain in full force.

Signed & acknowledged
before me

J. P. Spring ctk.

J. A. Thomas

R. S. Thomas

J. A. Thomas his Son

Test

By Test

W. A. Crocker Es.

3 Reimburse
m. 3 Bond.

Jordan & Chalmers

Nov. 28. 1896.
Executed & filed.



Know all men by these presents
that I, R. S. Thomas, of the city
of Norfolk do authorize & empower
J. O. Thomas to sign my
name as surety to him on
the Indemnity Bond this day
ordered by His Honor judge of the
circuit court of Lee of Wight-
in the Case of Wm. A. Crockett
Exr: R. Goodridge partners &c
v. W. W. Judson & J. F. Chal-
mers.

Witness my hand & seal this
2nd day of November A. D.
1870

R. S. Thomas (Seal)

Journal

to the Coast of
the

Journal

Nov 23. 1870

at

Know all men by these presents, that we William
A. Crocker and Julius A. Thomas
are held and firmly bound unto the Commonwealth
of Virginia in the sum of six hundred dollars:
to the payment whereof, well and truly to be
made to the said Commonwealth of Virginia, we bind
ourselves & each of us, our heirs and each of our heirs,
executors & administrators, jointly and severally,
firmly by these presents. Sealed with our seals and
dated this 2^d day of November, 1870.

The condition of the above obligation is such, that
whereas, William A. Crocker & George H. Goodridge,
partners under the firm & style of W. A. Crocker & Co.
have obtained from the Judge of the circuit court of
the county of Isle of Wight, an injunction to enjoin and
restrain William W. Jordan and James P. Chalmers, their
agents & all others concerned, from all further raising and
working of the pea net separated in the bill mentioned
according to the prayer of said bill until the further
order of the court. Now if the said W. A. Crocker & Co.,
don't pay all costs that ~~may~~ be awarded, and all such
damages as shall be incurred in case the said injunction
be dissolved, then the above obligation is to be void,
otherwise to remain in full force.

Signed & acknowledged

W. A. Crocker

in presence of

J. A. Thomas

W. A. Crocker & Co.

Seal

Seal

W. A. Crocker Geo.

W. $\frac{3}{8}$ Injunction
 $\frac{3}{8}$ Bond

Jordan & Chalmers

Nov. 23^d 1870 Executed
& filed

Memorandum of Agreement between William
W. Jordan & James F. Chalmers and
William A. Crocker & Co.

1st The said William W. Jordan & James F.
Chalmers hereby release all claim of
title to the "Peanut Separator" now in the
hands of the Receiver in the suit of
William A. Crocker & Co. vs. William W. Jordan
& James F. Chalmers pending in the
Circuit Court of Isle of Wight County;
2^{ndly} The said William A. Crocker & Co. hereby
release all claim to the purchase money
of said "Peanut Separator" paid Thomas,
& Adams for the same, & that they the
said William A. Crocker & Co. will dismiss
the said suit at their costs.

The above Agreement to be incorporated
in the Decree dismissing said suit
March 6th 1891

Wm W. Jordan & J. F. Chalmers
per C. B. Hayden their Attorney

Wm A. Crocker & Geo. K. Goodridge
per R. S. Thomas, their atty.

J. A. Crocker & Co
or
Indemnity Co.

Agreement
X

W. H. Crocker & Co.

Jordan & Chalmers

This cause this day
came on to be heard upon the Bill
& agreement of parties marked X & by
consent of parties it is decreed that
the Defendants release all claim
of title to the "Donut Separator" now
in the hands of the Receiver in
this cause & that the Receiver deliver
the same to the Plaintiffs & that the
Plaintiffs release all title to the purchase
money of said Separator said Thomas
& Adams, & that this suit be dismissed &
that the Plaintiffs pay the costs of the
same.

H. R. Crocker & Co.
v
Jordan & Chalmers

Final Decree
April Term
1871

To be entered
Geo. B. Lewis.

Ent'd

By consent.

Eduard Crocker & Thomas atty for H. R. Crocker & Co.
C. T. B. Jordan atty for Jordan & Chalmers

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting :

We Command you to Summon *William W Jordan and James F. Chalusers*

to appear at the Clerk's Office of the *Circuit* Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in *December* next to answer *the Bill in Chancery of W. A. Crocker & George K. Goodridge, partners under the firm & style of W. A. Crocker & Co.*

a plea of _____ for \$ _____ Damages, \$ _____ And have then there this writ.

Witness, NATHAN'L P. YOUNG, Clerk of our said *Circuit* Court, at the Courthouse, the *23rd* day of *November* 18*70*, in the *9th* year of the Commonwealth.

N. P. Young Clerk

Test. J. J. Youngblood.

W. A. Crocker Esq.

My
dear Sirs. to ans.
Bill & eng -

25.

W. W. Jordan and
J. F. Chalmers

To Decd. Rules 1840.

Cid. Ch.

G. C. & Thomas prof.

Received by delivering a true copy of the
within the Geo. J. Downing & Wm. Brewster
March 23rd 1870
3 d. 26y 8s
for Townshill 1870

To The Hon George B. Kent Judge of the Circuit
Court for Isle of Wight County,

Humby Complaining
shew unto your Honor, your Orators, W. A.
Crocker, and George B. Grandridge, partners
doing business under firm and style of W. A.
Crocker & Co.,

That the said W. A. Crocker is the inventor of a
certain machine known and called "W. A. Crocker's
patented Steam Separator," and that he
holds a patent for the said machine -

That ~~the said~~ your Orators have united into
a copartnership for the manufacture and use
of said machine - That they do not sell
the said machines, but work them for their
profit - although they did at first sell a few,
but long since refused to sell any more - and
their only profit from the said machine is
derived from their own working of the same -
and that their profits from their exclusive
employment and working of the same are
large -

That ~~among~~ among the few of said machines
sold, was one sold to Geo. H. Hall of Isle of Wight -
for which he was to have paid cash, but for some reason,
neglected to pay - That subsequently, your Orators
understanding that the said Hall had expressed some
dissatisfaction as to the said machine, on account of its
not being a new one - your Orators shipped by Mess

Thomas & Adams public Carriers from Norfolk
to Ipswichfield, a new Machine with instructions
to deliver the same to the said Geo. F. Hall
upon his returning the former one and paying
the cost price ^{or not otherwise} - That the said Hall afterwards
as your Orders have been informed, became per-
fectly satisfied with the Machine first delivered
sent to him, and declined to exchange it for
the new one, and declined to take the said
new Machine - And the said Thomas & Adams
held the said new Machine under your orders
orders as the property and for the benefit of your orders.

That while the said Thomas & Adams thus had
possession of the said Machine, W. W. Jordan
and James F. Chalmers falsely represented
to the said Thomas & Adams that they were
authorized by the said Geo. W. Hall to call on them
the said Thomas & Adams to pay for and to receive
the said Machine - And the said Thomas & Adams
upon the said false representations, believing
them to be true delivered to the said W. W. Jordan
& J. F. Chalmers the said Machine -
and received from them \$45.00 - But your
Orders distinctly charge that the said Geo. F.
Hall did not authorize nor pretend to authorize
the said Jordan & Chalmers, to call on the
said Thomas & Adams for the said Machine,
or authorize them to receive or pay for the same.

either on his behalf, or on their behalf or on the
behalf any other person or persons - Nor
did the said Hull authorize them to do
anything at all concerning or connected
with the said Machine - That such
representations of authority for the said Hull
made by the said Jordan & Chalmers were
false - and made with the fraudulent
purpose, of getting into their possession
the said Machine - But your orders
further charge, that even if the said Jordan &
Chalmers had received such pretended
authority for the said Genl. Hull to call
on the said Thomas & Adams for the delivery
to them of the said Machine & to pay for &
to receive the same, yet the said Hull
had no property in said Machine which he
could transfer to the said Jordan & Chalmers -
The said Thomas & Adams holding the
said Machine under your orders
instructions for them not to deliver the
same to the said Hull except upon the
return of the former one & the payment
of the purchase money - and any delivery
of the said Machine by the said Adams & Thomas
under the supposed case, being against your
orders instructions, and without their
authority, could not have transferred any right
of property in the said Machine to the said

Jordan & Chalmers - But as aforecharged
The said Jordan & Chalmers had no
authority from the said Hull - And your
Writers further Charge, that the said
Thomas & Adams had no authority or
instructions to deliver the said
Machine to any one except as aforesaid -
and that their delivery of the said Machine
to the said Jordan & Chalmers, and
their receiving from them the said \$45.00
was without your Writers authority, and
expressly against their instructions,
and when your Writers were informed
by the said Thomas & Adams of what
they had done in the premises, your
Writers refused to sanction and con-
firm their action, & refused to receive
the said \$45.00 the pretended purchase
money - but proceeded against the same -

Your Writers further allege that
they have called upon the said
Jordan & Chalmers to deliver up
to them the said Machine, and have
forbidden their use of the same, but
the said Jordan & Chalmers refuse
to deliver up the Machine, but in
the Country they are busily working
the same, in getting ready for market

the present crops of Sunday Citizens
of Isle of Wight - and in thus doing, they
are interfering with your voters' ex-
clusive right to use their soil in-
vention, and materially diminishing
the profits of their said invention, not
only by the unlawful use of the said Machine
but by working it at wages & charges beneath
those established by your voters. - The
season of working the said Machine is
now in its height - and unless the said
Jordan & Chalmers be at once restrained
from using the said Machine & from
further violating the patent rights of
your voters, the damage done them
will be very great, and irreparable.
Your voters say and charge that the
damage & mischief to them will be
irreparable, because, as they are
advised, and therefore charge, that
neither the said Jordan nor the said
Chalmers, nor both combined have property
sufficient, liable for their debts, to satisfy
a judgment for said damages when obtained,
and therefore your voters ^{rightly} can maintain
action for the recovery of said property & for
the damages of said is without avail.
to them, & cannot afford them relief - and
unless your a Court of Equity afford them

relying ^{restoring} ~~canceling~~ the said Jordan &
Chalmers from the further use of the said
Machine & causing them to deliver it
to some receiver, your orders are
without remedy -

In tender consideration of the
foregoing premises, your orders pray
that the said W. W. Jordan and James
F. Chalmers be made parties defen-
dant to this bill, and that they be required
to answer the same on oath - that
they, and their agents be restrained from
the further use and employment of the
said Machine - and that they & their
agents be required to deliver the
said Machine to some receiver,
to be designated by the court, to be held until
the further order of the court - that the
same may be delivered on the hearing of this
complaint to your orders, and that all
other & further relief be granted
your orders that the nature of their
case may require or to Equity shall
seem meet to grant &c -

W. A. Crocker & Co

Godwin Crocker & Thomas

by

Witness

City of Norfolk County

Sworn and subscribed to
before me, a notary public in
the City of Norfolk on this the 21st
Day of November A.D. 1870

R. S. Thomas

Not Public

Sept. 26th 1870

Mr. Thomas

Sir, I have
never claimed or sold
or sent any portion to D.A.
after a separator as mine
The one at my house I
intend to keep until I have
an understanding or other
satisfaction from Mr. & Cor
ocker

Geo. H. Hall

G. O. Howard, Esq.

W. A. Crocker & Co. — P. Effs
agt. }

Chalmers — — — — — left

But the effect of this writ is suspended until
the said ^{heavily} ~~expensive~~ or one of them, or some
one for them shall enter into bond before the
clerk of this court, with good security to the plaintiff
of six hundred dollars

conditions according to law to pay all costs that may be awarded, and all such damages as shall be incurred in case the injunction be dissolved - Should the said receiver is not to act under this order until he shall have executed before the close of the court, bond with good security, in the penalty of

W. A. Lawrence

v

Jordan & Chalmers

Bill

Nov. 23^d 1890. Bill
filed, bond of D. & some
with inf. w. it.

Dec. Rules - Dec. 1890

Jan. Rules 1891 - Bill taken
for confessed suit for hearing.

April Term 1891
final decree

~~Begin on 1891~~

~~to be out of court~~

~~to be out of court~~

~~to be out of court~~

8 Fifth - Orleans

regarding the case now on set by suspension, &
continuance according to law for the first time
discharge of his duties as receiver under this
order.

Geo. J. Stott.