

1887-016 Chanewy Causes: John H. Hines vs M. L. Watkins & A. M. Eley

Isle of Wight County

other SURNAMES [M. L. Watkins
& Company], Stringfield

Jno. H. Wright. p. 4.

Jno H. Hines --- Pttff
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M. L. Watkins Co in Dfts.

In Chancery

Comptrol Bill

March Rules. 1887.

Bill & c filed & serv. expd
& decr. nisi.

"Apl. Res. Ans. of def. filed
& plea in writing, & genl.
refus. & set for hearing.

"Apl. Term 1887
Dismissed to Dfts.

Carlo.

Said accounts as herein asked for -

And your Obedience will ever pray &c.

Geo M. Hines

By Geo M. Wright, his atty.

Nausemound County to wit:

This Day Geo M. Hines, whose bill of Complaint is above written personally appeared before me in my said County & made oath that the Statements contained therein, are true to the best of his knowledge, information & belief.

Given under my hand this 8th day of February 1882

Geo M. Wright, N.J.

justice & equity they should have done. But the said defendants have absolutely refused so to do. And Your Orator Charges that the said defendants have possessed themselves of all the books pertaining to the said business, and have refused permission to Your Orator to inspect the same and have also refused to render to Your Orator any account of the moneys received by them on account of the said business. And Your Orator further Charges that upon a just and true settlement of the said accounts, it would be made to appear that a considerable balance is due from the said defendants to Your Orator, in respect of their said dealings; but notwithstanding, the said defendants are proceeding to collect the Copartnership debts and to apply the same to their own use, which they are enabled to do by means of their possession of the books of account as aforesaid. And Your Orator prays that an account may be taken of all and singular the late Copartnership dealings and transactions until the time of the Expiration thereof; that the said M. L. Watkins & A. M. They, late merchants trading as M. L. Watkins & Co be made parties defendant hereto, and required to answer the several allegations of this bill, and that they may be directed to pay to Your Orator whatever sum, shall, upon such account appear to be due from them, Your Orator humbly Expressing his willingness & readiness to pay what, if any thing, shall appear by him to the said defendants from said joint Concern, upon a proper statement of the

To Hon Geo Blaw. Judge of the Circuit Court of Isle
of Wight County.

Complaining, sheweth unto Your
Honor, Your Orator John N. Hines of the said County that
on or about the 1st day of July 1880, Your Orator and
late merchants & partners trading under the name of M. L. Watkins & Co
M. L. Watkins & A. M. Eley, of the said County, the Defendants
hereinafter named entered into an agreement or copart-
nership for conducting the Coach Manufacturing and
blacksmith business at Windsor in the said County,
the original contract or agreement being herewith
To h^l "a" filed as part of this bill, marked "a", by which said
agreement Your Orator was to share equally with said
M. L. Watkins & Co in the profits of said business, and under
certain contingencies named in said contract was to have
one half interest in the said business. And Your Orator
further sheweth unto Your Honor that he did on his part
comply with the requirements of said contract, and that
the said business was carried on and continued until
some time in January 1881, when the same was discon-
tinued & the copartnership dissolved by mutual consent.
And Your Orator further sheweth unto Your Honor that no
settlement of the said copartnership accounts has ever
been made between Your Orator & the said defendants, &
that since the dissolution of the said firm & discon-
tinuance of the said business, Your Orator hath repeat-
edly applied to the said defendants for a settlement of
the accounts, well hoping that said defendants would
have complied with such reasonable requests as in

in addition to the sum of \$268³⁰ one
half of such investment. be it understood
that what is meant by half interest is
that when the party of the 2nd part shall
pay as above mentioned he is to own
one half of the whole stock. materials &c
mentioned in a writing between the
parties bearing date June 19th 1880.
Witness the following signatures & seals. This
1st day of July 1880.

Witness

M. L. Watkins

Seal first

A. M. Eley

Seal part

Jno. W. Davis

Seal

J. H. Davis' account

Receipt

Articles of agreement made & entered into
this 1st day of July 1880. between M. L.
Watkins & Co of the first part. and Geo. H.
Haines of the second part.

Witnesseth: — That the party of the first
who designs carrying on the coach
manufacturing business do understand
agrees. and by these presents do agree to
give to the party of the second part one
half of the net profits arising from the
business, for his services in attending to the
business, the parties of the first part fur-
ther agrees to pay the party of the second
part a fair price, extra, for all trim-
ing of vehicles. which he may do in
person, the parties of the first part
further agrees to pay to the party of
the second part \$100⁰⁰ per annum
rent for his coach. & 13 block & brick shops
and be it distinctly understood that it is
agreed that when the party of the 2nd part
shall pay to the parties of the first part
with lawful interest from this date the
sum of \$268.⁰⁰ he may & shall be entitled
to one half interest in the business, that is
to say — if paid before anything more is
invested in said business. if not until
further investment. then he is to pay

John H. Hines

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N. L. Watkins & W. H. Ely -

Answer

Appl. Rules 1887.

Filed.

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Story on Rev 532

and A. M. Ely whose names are signed
to the writing above personally
appeared before me in my county
and state aforesaid and made
oath that the statements therein
contained are true to the best
of their knowledge information
and belief - hence under my
hand this 15th day of April
1882.

W. B. Halland
N. P.

The joint And Separate answer of
M. L. Watkins And A. M. Eley late mer-
chants and partners in trade doing
business under the name and style
of M. L. Watkins vs to a bill in
Chancery exhibited in the circuit
Court for Isle of Wight County by
John H. Hines.

The said respondents reserving to them-
selves the benefit of all just ex-
ceptions to said bill for answer
thereto or to so much thereof as they
are advised it is material they
should answer answer, and
say:

That they never entered into
a co partnership with said plain-
tiff to conduct the Coach making
and blacksmith business at Windsor
in said County, unless by the in-
sistible legal import of Exhibit "A" filed
in said bill they entered into an
agreement or signed a paper which
defeats the expressed intentions
of all the parties and defeats the
leading object which induced
the parties to reduce to writing any agree-
ment at all which your respondents
are advised is not ~~there~~ con-

And your respondents aver the contract was made and entered into with the intent and for the purpose of upholding the idea, avoiding the liabilities and responsibilities of a Co-partnership except on the payment of the sum of money therein named - that the intention of the parties, as well as the language of said exhibit, was that the said business was to be carried on by the said parties of the first part, your respondent and that the said plaintiff was to have for his services one half of the net profits - that the said contract as to the said plaintiff was intended to be a contract of hiring -

And your respondents aver that the terms and conditions of the said were proposed by said plaintiff and as an inducement he offered his services for a conditional compensation - that a short time before entering said agreement of hiring the said plaintiff represented that he was about to dissolve a Co-partnership with one John E. Stringfield which would result in serious embarrassment ^{to said plaintiff} - and that the business was so profitable that he was willing to render his

Services on the aforesaid Condition of compensation, one half the net profits.

Your respondents deny that the plaintiff performed his part of the said contract as alleged in said bill. they deny that he ever paid any part of the said sum of money which by the intention of the parties was to be a condition precedent to the formation of any copartnership. True it is that your respondents finding they had sustained a heavy loss discontinued the business about the said bill alleges the "copartnership was dissolved." The said respondents deny that no settlement has been made between said plaintiff and themselves in reference to said business - on the contrary, they aver that a full and, as they understood, final settlement has been made. That said plaintiff made out from the books a separate account against each party indebted to your respondents in said shops and handed the same over to one of your respondents for them to collect or to make such other disposition of the same as they might deem expedient - that said plaintiff at the instance of your respondents made an A/c, showing the disbursements or expenditures and the income or the earnings of said business and that by this A/c. the said plaintiff said the expenses exceeded the earnings by \$24 -

That said plaintiff made out his account for trimming vehicles as in said contract and which a/c. your respondents paid in full - And said respondents deem it well to state by way of explanation that some months subsequent to said settlement they brought on action against said plaintiff on a note and a balance of account - an itemized statement of which was served with the process, on which an office judgment was confirmed by your Honor at his last term in said county. That said judgment is in accordance with said settlement which said plaintiff well knowing did ^{not} see proper to mention in his bill of complaint -

The said respondents deny that said plaintiff ever applied to them for a settlement as alleged in said bill - Reluctant as are your respondents to believe said plaintiff guilty of false hood yet they most emphatically deny that said plaintiff has ever been refused permission to examine any or all of the books pertaining to said business - on the contrary, they own said plaintiff has been in possession of all said books & papers and is still in possession of the most important - "The stop book".

They deny that any balance is due said plaintiff as alleged in said bill -

and they deny that any of said ap^{ts} have
been collected by reason of the said
books & papers being in possession
of the said respondents as alleged in
said bill on the contrary they aver
that only a few of said ap^{ts} have
been collected at all and these on
ap^{ts} furnished by said plaintiff as
afore said -

and your respondents aver
that the said plaintiff is notoriously
insolvent and not responsible for
costs even -

And your respondents having
fully answered pray to be hence
dismissed with their costs in
this behalf most unreasonably
expended - and they will
ever pray.

W. S. Holland p. S.

M. L. Watkins
A. M. Eley

Virginia

County of Lee & Wight, to wit:

I, W. S. Holland a Notary Public in
and for the county and state afore
said do Certify that M. L. Watkins

Not finding the witness named A. M. Ely at
his usual place of abode I executed the
commiss by delivering a copy of the witness Summons
to Mrs. Virginia Ely his wife a member of his
family over 16 years of age explaining the same
to her. Feb. 28th 1882

L. D. Edwards Off.

Jos. H. Davis

Sworn to and
Filed in City

M. J. Watson &
A. M. Ely Complainants

at March 1st 1882
San. Atty. Genl. Off.

Executed by delivering
to the witness named
Mrs. Watson a true
copy of the witness
summons Feb. 28th
1882

L. D. Edwards Off.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY--GREETING;

You are hereby commanded to summon *M. L. Watkins & A. M. Bley*, late merchants and partners trading under the name of *M. L. Watkins & Co.*

if *they* be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court, for our said County of Isle of Wight, at the Rules to be holden for the said Court, on the first Monday in *March* next, to answer the Bill in chancery of *John H. Hines*

And have then and there this writ. Witness, **NATHANIEL P. YOUNG**, Clerk of our said Court, at the office aforesaid, this *24th* day of *February* 188*7*, in the *106th* year of our foundation.

N. P. Young Clerk.

J. H. Niles ^{W. J. Hull and J. L.}
vs { In Chancery
M. G. Watkins vs

Placed in box

April Rules 1882.

Filed.

might become a partner in said business and they aver that the payment said sum of money was intended and understood by the parties to be a condition precedent to said plaintiff's coming in the business as a partner and they deny any allegation and they deny any allegation in said bill to the effect that said condition was ever performed in part or in whole, and they aver that said plaintiff received from said defendants his wages for services, so alleged in said bill; whereof the said defts pray judgment of this Court whether any further proceedings shall be had in this case - and they pray to be hence dismissed with their reasonable costs in this behalf most wrongfully expended.

W.T. Howard
Att. Gen.

The said and several heard
of M. L. Watkins and A. M. Eley
late Merchants and partners
trading under the name and style
of M. L. Watkins & Co. to a bill
of complaint exhibited against
them in the circuit court for the
County of Wright by John A. Sinner.

The said defendants by peti-
tion not confessing or acknowledg-
ing all or any of the matters and
things in the said bill of complaint
contained to be true in the manner
and form as therein set forth, for plea
nevertheless to said bill do plead
and aver that:

The said defendants are now
now and never have been in copar-
tnership with said plaintiff
for the purpose of conducting the
"Coach manufacturing and Black
smith business at Windsor in
said County." They aver that said
defendant never paid the sum of
money nor any part thereof which,
by his contract filed as an exhibit
in said bill, was to be paid
before said plaintiff.

Hines

vs.

Watkins & Eley

Sept. Term, 1887

De cec —

To be entered
C. M. H. C.

Edison

No. 22

Hines

vs }
Watkins & Ely

This cause came on this day to be heard on the bill and answer and general replication thereto and was argued by counsel on consideration ^{by consent of all parties doth} whereupon the Court order, adjudge and decree that ^{the} ~~this~~ ~~cause~~ ~~be~~ ~~the~~ plaintiff's bill be dismissed and that the plaintiff pay to the defendants their cost in this behalf expended and that this cause be removed from the docket.