

1892-019 Chancery Causes. Joseph C. Goodrich vs E. W. Little & Adelaide Lee Little

Isle of Wight County

other surnames: [Goodrich
& Little], Hayden

W. H. Holland

Goodrich J. C.

vs. $\frac{1}{2}$

Little E. W. et al.

Bill in Chancery

1st. Octo. Res. 1890.

Bill with ex ptes &
restraining ord. filed.
d. and. return: exp. & de.
mise n. Defts.

//
2nd. Octo. Res.
Bill taken for conf.
& cause set for hearing.

//
1st term 1892.

Final

according to law, and that a copy hereof be served on the
defendants.

C. Mott

Judge of the

To the Clerk of the circuit court of
Isle of Wight county:

Virginia:

County of Isle of Wight, to wit:

I *N. C. Chapman* a Notary Public for the county aforesaid do certify that J.C. Goodrich plaintiff in the foregoing bill in chancery, a person well known to me, came before me in my said county and made solemn affirmation in due form of law that the statements contained in the foregoing bill so far as made upon his own knowledge are true, and so far as made from information derive from others he believes them to be true and correct.

Given under my hand this 7th day of October 1890.A.D.

N. C. Chapman Notary Public J.P.

An injunction is awarded in accordance with the prayer of the bill restraining the defendants ^{their agents and attorneys} therein named from removing, selling or otherwise disposing of the copartnership property consisting of crops, horses, mules and all books and accounts &c. &c. but this injunction shall not take effect till the plaintiff or some one for him shall enter in bond before the clerk or one of his deputies in the penalty of \$2000⁰⁰ with surety deemed sufficient by said clerk or deputy and conditioned according to law; and the court doth further ^{adjudge} order, and decree that J. T. Barkham be and he is hereby appointed a receiver to take charge of all the property in the bill mentioned including all copartnership property, of course, of the firm of "Goodrich & Little" and proceed to save the crops of all kinds, prepare them for market with authority to sell peanuts enough to pay current expenses, and proceed to collect any debts due the firm and to manage the matters, as in his judgment is best for all parties concerned, but before entering upon his duties he shall enter into bond in the penalty of \$6000⁰⁰ with surety deemed sufficient by said clerk or his deputy before ^{where} said bond shall be executed and conditioned for the faithful performance of his duties under this and all subsequent decrees herein ac-

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For as much as your orator is remediless save in a court of equity where such matters are alone and properly cognizable, he prays that said E.W.Little and Adelaide LEE Little may be made parties defendants to this bill of complaint and that they be required to answer the same, that an answer on oath is hereby expressly waived as provided by statute, that said copartnership be dissolved and your orator be restored to his rights, that the copartnership assets be converted into money and your orators share be paid him, that said defendants be required to surrender and quit said premises on or before January 1st. 1891 so that your orator may dispose of the farm by sale, lease or otherwise and not be compelled to lose the rents, profits and benefits that should arise during the next year therefrom, that an account of the transaction of said copartnership be made before a master commissioner, that all other accounts be made, enquiries be directed, decrees entered, that may be proper and necessary for a full settlement of the whole matter, that an injunction may be granted restraining said defendants, their attorneys, agents and employees from removing, selling or otherwise disposing of any crop or crops, and any and all articles of copartnership property till the further order of court, that a receiver may be appointed to take immediate charge of all the property, crops, books, and accounts belonging to, appertaining or relating to said copartnership, and that he wind up and close all business of the same under the direction of this Honorable Court, that all such other, further and general relief be afforded your complainant as to equity and good conscience may seem meet; and he will ever pray &c.

W. S. Hallam p.d.

sign here J. C. Goodrich X

his property to his wife, and that if matters continue thus till the crop of peanuts and corn now on the farm are sold, your orator will then hold a very large claim against an insolvent party and your orator has no cause to expect any change for the better so long as Mr. Little remains in charge, that said Little has individual property on said farm contrary to contract, that said Little is selling, removing and disposing of copartnership property without accounting to your orator with ~~intereest~~ intent, in the end, as he believes, and here charges, to prevent his collecting his just share in the profit, of the concern, and with intent to hinder, delay and defraud your orator thereof and that your orator fears great loss without the restraining aid of this court. Your orator is advised that these actions constitute a fraud and that for this reason he is entitled to have said copartnership dissolved and a settlement of its matters made. He is advised that he is entitled to an injunction restraining said Little from further selling, removing or disposing of the remaining copartnership assets and the appointment of a receiver to wind up the affairs of the concern.

Your orator says that by reference to exhibit "A" it will be seen that the copartnership was not designed to occupy the whole farm but the greater part thereof and that a room in the dwelling and one in the barn was reserved and that on these points your orator never heard any difference of opinion or contention by any one, that said reservation of room was in the original contract and so stated to Mr. Hayden, but that in drawing the paper he left a blank to be filled when signed, having forgotten the description of the rooms reserved as your orator supposes.

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Your orator says that said E.W. Little in attending to the business of the copartnership is profane, excitable, turbulent, insulting, overbearing and passionate, so much so, that a further continuance in business with him is not only unpleasant but impossible. He says that said Little sometimes in attending to business brings his shot gun with the avowed purpose of intimidation, that there is now pending against him an indictment for resisting an officer in the discharge of his (the officer's) duties.

Your orator says that some time last June said Little made him two propositions to quit the farm at the end of this year and he gladly accepted the same feeling greatly relieved, and acting upon said propositions your orator advertized his farm for sale, but that said Little posted notices claiming the farm, and he even threatened violence to parties visiting the premises for the purpose of examination with a view to buying.

Your orator says that said Little has refused to render an account of the transactions of the copartnership, that he has sold many articles and appropriated the proceeds of sale to his own use, that he has used the pastures on the farm contrary to contract for his own individual use not paying or agreeing to pay any rent therefor, and not offering but refusing to divide the profits that may have been derived from said pastures, that he sold eight bags of peanuts grown in the year 1889 and used the proceeds of sale to pay individual debts, that he admitted to your orator that he was using potatoes for his family and has never rendered any account of the quantity so used or the rest left, that he has conveyed all

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sales made &c. and received in reply thereto an abrupt and positive refusal. He believes, and therefore charges, that your orator upon an honest accounting is entitled to from \$2500 to \$3000 for his share of the profits.

He says that E.W.Little is insolvent, and he is informed and here ~~ah~~charges that said conveyance included all the property he owned excepting perhaps a few articles exempt from liability under the Poor Debtor's Law, that a judgment against him would be unavailing.

Your orator says that said E.W.Little is indebted to him for supplies made and advanced to the firm in order to enable Little to carry on the farm in the year 1889 to some considerable amount.

Your orator charges gross negligence in the management of said business by said Little in almost every instance, particular and respect, especially in failing to gather, prepare and dispose of the present years fruit crop, that the early varieties of apples were allowed to remain in the orchard till a part of them were rotten and the other part too ripe for shipping, and that too, when prices ran high; and the same is true of the later varieties, that instead of shipping apples to market the said E.W. Little has been hauling large quantities to brandy makers in the neighborhood where the prices ranged from 40cts to 60 cts per barrel, when the same fruit gathered and shipped at the proper time would have brought at least three times as much, that at this date (Oct. 6 1890) nice wine-sap apples worth from \$2 to \$4 per barrel in market are allowed to become unsaleable and unmarketable in the fields.

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Your orator says that he got the greater portion of his interest in the crop of peanuts grown in the year 1889, but not all, he was entitled to receive, that he got some eggs and chickens^y, his interest in fruit crop of 1889, but that there neither has been nor can your orator secure any settlement for that year; that for the present year when crops and prices have been good your orator has received almost nothing except one hundred dollars, that he is far behind in receiving his share of the profits of every crop made and sold.

Your orator charges and alleges that on the 14th day of January 1890 said E.W.Little conveyed to Adelaide Lee Little, his wife, his entire interest in the said copartnership of "Goodrich & Little", as will appear by a certified copy of the deed of conveyance herewith filed as an exhibit marked "B" and prayed to be read as a part of this bill. He says the said deed includes and conveys the one half interest of said E.W.Little in all the property of said copartnership, by which conveyance it is sought to substitute said Adelaide Lee Little as a member of said firm in the room and stead of said E.W.Little, and that too without the knowledge or consent of your orator, who did not hear of the existence of such sale and conveyance till long after it was made and too late to get a tenant for his farm for the present year, said E.W.Little being in the same control ostensibly as before said transfer.

He charges and alleges that he is not permitted to examine the books of the firm as kept by either said Adelaide or E.W.Little, that he does not even know that books are kept, and that said Little refuses to render any statement to him of the transaction of the firm, that some time ago in the spring of the year, your orator sent a polite message to said E.W.Little requesting that he render a statement of the products of the farm, the

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and pitched his crop and in some manner cultivated the same for the year 1889, and again this year he has planted a crop of corn, peanuts, potatoes, cabbage, melons and other crops usually made in this section of country; that said Little claimed to be acting and carrying out the said agreement which Mr. Hayden was directed to put in writing and made no complaint. Your orator says that in the year 1889 there was a small crop of fruit grown on said farm, and that the present year a very large and very valuable crop of fruit has been grown, from which crop alone \$1500 or \$2000 ought to be realized, that there is now on said farm a crop of corn and peanuts and a part of some other crops, grown by said Little or by some one else on the copartnership portion thereof, the other crop having been consumed or sold as your orator is informed before the institution of this suit.

Your orator says he has fully and faithfully complied with and performed his part of said contract except that he did not erect said brandy still for the reason that he was unable to look after the matter in person or through others to purchase a still at such price as he regarded fair; and for the further reason that he did not want a distillery on his farm except for Mr. Littles brief use, but that he made arrangements with his brother near by to accommodate Mr. Little in this respect, but Little declined to accept it, but that he is even now willing to pay all loss sustained by Mr. Little in not having the still erected. He is of opinion that for the last two seasons far better results could be realized out of fruits by selling in market than by manufacturing brandy, at all events he is willing to pay all actual damages sustained by the firm or by Mr. Little as a member thereof in this respect.

Virginia:

In the Circuit Court of Isle of Wight County:

Your orator, J.C. Goodrich respectfully represents that prior to the 1st. day of January 1889, he had purchased a large farm in Isle of Wight County, had erected a modern dwelling thereon and otherwise improved the same at an expense of more than sixteen thousand dollars, that your orator's health being poor he decided to move to the town of Smithfield where he could still partially enjoy the advantages of said farm. He says that during the latter part of the year 1888 he formed a copartnership with one E.W. Little, a man about whom he knew very little except that some parties had recommended said Little to him; that the character of said copartnership will appear by a reference to a paper herewith filed as an exhibit marked "A" and prayed to be read as a part of this bill of complaint, the style of said copartnership was to be and has been "Goodrich & Little", that said paper was drawn by Mr. C.B. Hayden, a justice of the peace of Smithfield, at the request of said E.W. Little and your orator, and was drawn from a memorandum dictated by your orator and said E.W. Little both together and in the hearing of said Hayden who had been requested to draw a contract and by so doing, to reduce the verbal contract already made to writing; that soon after the contract was drawn by said Mr. Hayden it was delivered to your orator who was immediately confined to his house by a long spell of sickness and did not meet Mr. Little for some time, and it has never been signed; but that in the mean time the said E.W. Little had moved on said farm and had contributed his one half the team, poultry and farming implements, seed, fertilizer &c. &c. and your orator his one half thereof, pursuant to said contract, that said Little put his family in the dwelling and occupied every part thereof except one room reserved,

ich J. C.

& }

Little & wife

Agreement &c.
arbitration

(7) That the party of the first part shall immediately select one man, the parties of the second part select a second man, then these two to select a third man ~~or umpire~~ to which gentlemen shall be submitted for arbitration and ~~submitted~~ decision all questions of account and all questions of dispute arising from, connected with, or in any manner relating to said copartnership or farming business from its incipency to date of arbitration except as hereinafter or herein before agreed to, and shall also settle any question that may hereafter arise touching the meaning and construction of this agreement, ~~that in case of inability to agree on the part of the arbitrators selected by the parties hereto, then the umpire selected by them shall decide~~ and the decision of ^{a majority of} these gentlemen shall be final and binding, provided the arbitrators shall not consider for or against either side any claim for damages by reason of the dissolution of the copartnership or the termination ^{the parties hereto mutually releasing any such claims} of the tenancy of said farm, and provided also nothing herein contained shall effect the household and kitchen furniture of said E.W. Little or his wife now on said premises.

(8) That a copy of this contract be filed in the papers of said suit and the original to remain in the hands of the umpire till all matters are closed. *Goodrich to pay costs of suit to date except he shall not pay any attorney's fee to counsel for deft.*

(9) That the use of the word "copartnership" in the paper shall not in any way prejudice the matter nor embarrass the arbitrators in deciding any point as to what contract or bargain was made by and between the parties hereto in reference to the operations in said farming business.

Witness the following signatures and seals.

E. W. Little (seal)
 Adelaide Lee Little (seal)
 J. C. Goodrich (seal)

Provision that Goodrich pay costs of suit

(4) That said Littles shall remain in possession of said farm till the first day of January 1891 and shall continue to conduct ^{such} ~~said~~ farming operations ~~as may be necessary to pay Gathens harvest the saw crop -~~ ^{the same as heretofore,} but there shall be no sale or removal from ^{the} premises by either party of any property belonging to the concern except such as in the opinion of Mr. V.W. Joyner shall be needed to prosecute the work on the farm, or advantageous by prevailing prices, or necessary to be sold to avoid loss, and any property so sold ^{or sold} shall be shipped by said V.W. Joyner to whom it shall be delivered and the proceeds of sale held by him till the arbitration is had and made a rule of court or ratified and confirmed by an order of court in said suit, except that said V.W. Joyner shall pay all reasonable d'f't's. drawn on him by said E.W. Little ~~in favor of laborers~~ for work on said farm in picking up and off and otherwise handling peanut crop and for bags for same, ^{an itemized statement to be left with said Joyner} ~~each order to be made directly to party to whom amount is due and to state what for. by Little before payment is made.~~

(5) That as soon as settlement of accounts as herein after provided is made and determined, said V.W. Joyner may sell the entire crop of peanuts or a sufficient portion thereof to pay any balance found to be due from one party to the other, and ^{shall} ~~may~~ pay the proceeds of sale to the party entitled upon the order of any two of the arbitrators selected as hereinafter mentioned in writing stating the amount of balance.

(6) That there shall be and remain a mutual lien on all copartnership property and all money in the hands of said E.W. Joyner to secure to all parties the payment and receipt of what is due to him, her or them in money or in property, ^{But this said} ~~and said Adelaide Lee Little is hereby discharged from any and all~~ ^{liability on her sole and separate estate not included in the} ~~copartnership property by signing or becoming a party to this paper.~~

Whereas a difference of opinion has arisen between J.C. Goodrich and E.W. Little in reference to ^{the} farming operations, and whereas a suit has been instituted by said J.C. Goodrich, and immediately following the institution of said suit a proposition of compromise having been made and accepted; and whereas it is believed that a settlement by compromise will be attended with great saving in the shape of costs, delay, and anxiety: Now therefore this mutual agreement between J.C. Goodrich of the first part and E.W. Little and Adelaide Lee Little wife of said E.W. Little ^{as} ~~and~~ assignee or grantee of said E.W. Little in her own right, parties of the second part, made and agreed to this 18th day of October 1890 withesseth:

(1) That said parties of the second part will and shall quit and surrender the Berry Hill farm and premises to said party of the first part on or before January 1st, 1890.

(2) That said parties of the second part are to have the team and carts originally contributed by said E.W. Little in making his share of the copartnership property at the ^{Valuation} ~~costs~~ placed on them by Messrs Wright and Day at the time of contribution, and said party of the first part shall do likewise as to team and carts by him contributed, but no team or carts shall be removed by either party till the accounts are finally settled as herein after mentioned, and the indebtedness of the one party to the other is likewise determined and paid, or until the party desiring to remove said team or carts shall pay to the other ^{the} value of the same which shall be likewise the amount assessed by said Wright and Day as aforesaid.

(3) That said parties of the second part will use treat and care for all said team and carts faithfully and as nearly equally as possible during the time in their possession.

Goodrich J. Co.

r } on chey

Lull. Ell et als

Rough Deene

Nov 1st 1892

To the enter in

CMT

Enter #1

Goodrich & C

Time All cases

On motion of the plaintiff, and it
appearing to the Court, that all the questions
involved in this suit have been settled
by arbitration, it is ordered that this
suit be removed from the docket.

Goodrich J. C.
v { Copy of
Dad

Elizabeth and
A. L. Little

Exhibit.

Fee for Copy

40¢

And further that I will warrant
the title to said goods & chattels
to the said Adelaide Lee Little and
her assigns forever free from
the claims of all persons whatsoever
Witness my hand & seal this 14th
of January 1890.

E. W. Little Seal

County of Isseofwight. To wit:

J. K. Chapman a Notary Public
for the County aforesaid in the State
of Virginia do certify that E. W. Little
whose name is signed to the writing
above bearing date the 11th day Jan'y.
1890. has this day acknowledged
the same before me in my County
aforesaid.

Given under my hand the 14th
day of January 1890.

J. K. Chapman N.P.

In the Clerk's Office of the County
Court of Isseofwight County,
the 14th day of January 1890. This
Deed from E. W. Little to A. L. Little
was received and with the Antifisc
have admitted to record.

Testo.

H. P. Younger

at copy

Testo. J. A. Edwards Secy.

H. P. Younger

Know all men by these presents that
D. E. W. Little of Isenlevright County, State
of Virginia, in consideration of the
sum of Four Hundred Dollars to
me in hand paid by Adelaide E. Little
of the County of Isenlevright, State afo-
said, at and before the sealing & delivery
of these presents, the receipt of which
is hereby acknowledged, do hereby, bargain
sell, assign, and deliver unto the said
Adelaide E. Little the goods & chattels
following namely. All my right,
title and interest in four mules,
one horse, all hogs, cattle and
farming implements of all kind
including, buggies, carts, waggon,
fences; harness &c. fodder, corn,
hay, potatoes, seed peas, nuts, cabbage,
household & kitchen furniture, of all
kind and description whatsoever,
and all fowls & fire arms. The above
mentioned goods are being now on
the farm owned by J. L. Goodrich. To
have and to hold the said goods
unto the said Adelaide E. Little
and her assigns forever.

And I the said D. E. W. Little for my-
self and my heirs do covenant
with the said Adelaide E. Little
and her assigns, that said goods
and chattels are sound and of
a good merchantable quality

1700-1701

+

Little

to give no attention to the conducting of said Farm.

The said E. W. Little covenants and agrees to give his full attention to the cultivation conducting and carrying on of said Farm, to furnish one half of Team, Stock, Farming Implements, Seed, Fertilizer and to pay all expense conducting same, except the half expense of Picking the Peanut Crop, assumed by said J. C. Goodrich. The said E. W. Little to keep the Fence in proper repair.

It is mutually agreed that said J. C. Goodrich shall put up at his own expense in time to be used the coming season, a Brandy Still with all necessary appurtenances and fixtures belonging to same.

It is mutually agreed that the said partnership based on above covenants, shall be on equal partnership; each of said partners sharing equally in any loss or gain of the said business conducted under this Agreement.

This Agreement of partnership made
entered into between Joseph C. Good-
rich & E. W. Little both of the Co. of Isle of
Wight in the State of Virginia this First
Day of Jan 1878. Do remain and
continue in full force for the pe-
riod of Three Years with the right &
privilege of extending the the same
for a further period of two years.
The nature of this partnership is
for the cultivating, conducting
managing & carrying on of a certain
portion of the Farm owned by said
J. C. Goodrich lying in said Co
known as Berry Hill Farm.
The said J. C. Goodrich covenant &
agree to furnish to said E. W. Little
the Manor House, all the out build-
ings properly belonging to same
(except
together with so much of the land
attached to same as the said E. W.
Little may be able to cultivate,
free of all tax & insurance: & furnish
one half of Team, Stock, Farm-
ing Implement, Seed, Fertilizers and
to pay one half the expense of Picking
the Peanut Crop: but is required