

1926-020
Nansemond Co (Suffolk)

Chancery Causes: Southern Oil Co vs Drop In Service Station

Hines, Duke, Doyle

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners, trading and
doing business as the Southern Oil Company..... Complainants

v.

M. J. Doyle, trading as Drop In Service Station Defendant.

To George E. Bunting, Clerk of said Court:-

Kindly issue subpoena in chancery against the above
named defendant, to the Sheriff of Hansemond County, returnable
to first July Rules, 1926.

Chas B Godwin
For the Complainants.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon

M.J. Doyle, Trading as the Drop In Service Station

to appear at the Clerk's office of the Circuit Court of the County of Nansemond at the rules to be held for the said Court on the 1st Monday in July, 1926, to answer a bill in chancery, exhibited against M.J. Doyle in our said Court by A.I. Hines, C.C. Duke and C.J. Duke, partners trading and doing business as the Southern Oil Company. The object of this suit is to enjoin and restrain M. J. Doyle, his agents, servants and employees and all others from storing, selling, handling and marketing gasoline, oil and petroleum products furnished and supplied by the American Oil Company, or any other person, firm or corporation, save and except the complainants, and further to enjoin and restrain M. J. Doyle from doing any acts which may interfere with the complainants in their lawful and peaceful possession and the free enjoyment and use of the premises leased by the complainants from said M. J. Doyle, and from interfering with or hindering or molesting the complainants in exercising their rights in and to the premises described in the complainants' bill. I hereby certify that the bond required, has been given according to law.

And have then there this writ. Witness G. E. Bunting, Clerk of our said Court, at the court-house, the 15th day of June, 1926, and in the 15th year of the Commonwealth.

G. E. Bunting, Clerk

No. 300

vs. }

SUBPOENA IN CHANCERY

p. q.

To.....Rules,

.....Circuit Court.

Executed on the 17 day of
June 1926 within the county of
Napiermond, by delivering a
true copy of the within process,
in writing, to M J Doyle
in person
E B Rawles
Sheriff of Napiermond County.

Know All Men by These Presents, That we, *A. J. Hines, C. C. Duke and C. J. Duke, Partners trading as the Suction Oil Company, principals, and the National Surety Company a surety*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Five Hundred* Dollars to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs; executors, and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office, post or trusts herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this *17th* day of *June* in the year of our Lord one thousand nine hundred and *twenty six*, and in the *1926* year of the Commonwealth.

In Testimony Whereof, the said *A. J. Hines, C. C. Duke & C. J. Duke* have hereto set his hand and seals and the said *National Surety Company* has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this *17th* day of *June* in the year of our Lord one thousand nine hundred and *26*, and in the *1926* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above ~~bonded~~ *whereas the above named A. J. Hines, C. C. Duke and C. J. Duke have obtained from the Circuit Court of Nansemond County an injunction restraining M. J. Doyle, his agents, servants and employees from selling, handling, storing, and marketing gasoline and petroleum products supplied by any person firm or corporation except the Suction Oil Company, and further restraining the said M. J. Doyle from entering or maintaining in any way the premises in which he is engaged in the business of selling, handling, storing, and marketing gasoline and petroleum products, and the use of the premises described in the Complaint like, then if the said A. J. Hines, C. C. Duke and C. J. Duke shall well and truly pay all such cost as may be awarded against them and all such damages as may be incurred in case the injunction shall be dissolved then the above obligation to be void, otherwise to remain in full force and virtue.*

A. J. Hines (Seal)

C. C. Duke (Seal)

C. J. Duke (Seal)

Partners trading and doing business (Seal)

as the Suction Oil Company (Seal)

National Surety Company

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the *17th* day of *June*, 192*6*.

The above bond was executed and acknowledged before me by the obligors to the same (the security justifying), and ordered to be recorded.

Teste:

[Signature] Clerk

A. J. Harris et al

To } Injunction Bond
The Commonwealth

Admitted to record this
17th Day of June
1926
See Official Bond
Book no 2 Page 166



VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading
and doing business as Southern Oil Company Complainants

v.

M. J. Doyle, trading as Drop In Service Station Defendant.

This day came the defendant, by his attorney, and
asked leave to file his answer.

It is hereby ordered that leave is granted the defen-
dant to file his answer, and the same is hereby accordingly filed.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY

A. I. Hines, C. C. Duke and
C. J. Duke, partners trading
and doing business as Southern
Oil Company

v.

M. J. Doyle, trading as Drop In
Service Station.

Entered

Aug. 30. 1926.

For L. M. Moore

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VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMAN COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading and
doing business as the Southern Oil Company Complainants

v.

M. J. Doyle, trading as Drop In Service Station Defendant.

This cause came on this day to be heard upon the
papers formerly read and upon motion of the complainants that the
injunction heretofore granted in this cause on the 17th day of
June, 1926, be enlarged, and was argued by counsel.

And it appearing to the court that said motion to
enlarge said injunction heretofore granted in this cause, has
been duly served upon the defendant, and reasonable notice has
been given the defendant of the complainants' intended motion,
it is hereby ordered that the said injunction heretofore granted
in this cause on the 17th day of June, 1926, be, and the same is,
hereby enlarged, restraining and enjoining the defendant, M. J.
Doyle, trading as the Drop in Service Station, his agents, ser-
vants and employees and all others, from selling, handling, stor-
ing and marketing the gasoline, oils and petroleum products fur-
nished and supplied by the American Oil Company, or any other
person, firm or corporation ^{said and except the complainant,} in, upon, on and from the premises
leased unto the complainants by the defendant as set out in com-
plainants' bill, ~~save and except the complainants,~~ and further
enjoining and restraining the said M. J. Doyle, his agents, ser-
vants and employees from doing any acts which may interfere with
the complainants, their agents, servants and employees in their
lawful and peaceful possession of the free enjoyment and use of
the premises leased unto the complainants by the said M. J. Doyle.

and from interfering, hindering, molesting and disturbing the complainants, their agents, servants and employees in exercising their rights in and to the premises described in complainants' bill, and leased unto the complainants by the defendant. This injunction order enlarging the injunction heretofore granted on the 17th day of June, 1926, shall be in force from this date until November 16th, 1926, unless sooner altered, enlarged or dissolved

VIRGINIA:
IN THE CIRCUIT COURT OF
HENRICH COUNTY.

A. I. Hines, et als, trading
as Southern Oil Company

v.

M. J. Doyle, trading as Drop
In Service Station.

Entered

Aug. 2. 1926.

Jas. L. McInroe

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VIRGINIA:

IN THE CIRCUIT COURT OF HANSMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners
trading and doing business as the Southern Oil Company...Complainants
v.

M. J. Doyle, trading as Drop In Service Station.....Defendant.

To M. J. Doyle, trading as Drop In Service Station:-

You are hereby notified that the undersigned, will on the
2nd day of August, 1926, at ten o'clock A. M., at the county court
house of Hansemond County, in the City of Suffolk, State of Virginia,
make application to the Circuit Court of said County to enlarge the
injunction heretofore granted in the above entitled cause on the 17th
day of June, 1926, so as to make said injunction in force and effec-
tive until the 16th day of November, 1926; when and where you can
appear if you see proper.

A. I. HINES
C. C. DUKE
C. J. DUKE, partners trading
and doing business as South-
ern Oil Company

By

Chas. B. Godwin, Jr.
Counsel.

Executed on the 28th day of
July, 1926 within the county of
Nassau, by delivering a
true copy of the within process,

in writing, to *M. J. Doyle*

..... in person

E. B. Rawles
Sheriff of Nassau County

A. L. Hines

vs

Doyle

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOUD COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading
and doing business as the Southern Oil Company.....Complainants

v.

H. J. Doyle, trading as Drop In Service Station.....Defendant.

This cause came on this day to be heard upon the complainants' bill and its exhibits; upon the motion made by the defendant to dissolve the injunction heretofore awarded in this cause; and was argued by counsel. On consideration whereof the court is of opinion that the said injunction ought not to be dissolved; and it is therefore adjudged, ordered and decreed that the said motion to dissolve said injunction awarded in this case be and the same is hereby overruled.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSEN COUNTY.

A. I. Hines, et als, trading
as Southern Oil Company

v. ORDER

M. J. Doyle, trading as Drop
In Service Station.

Entered July 12, 1926.
Jan L. W. Linn

I have seen this order.

W. L. Faxon

Chas B. Godwin

#6, page 24.

July 7th, 1926.

Mr. C. B. Godwin, Jr.,
Suffolk, Va.
Mr. W. R. L. Taylor,
C/o Barnett, Taylor & Edwards,
Norfolk, Va.

Gentlemen:-

I have concluded to overrule the motion made before me a few days ago to dissolve the injunction.

Without going into details I am so clearly of the opinion there is nothing in the contract violative of the Anti-Trust Laws, either Federal or State. I don't think there is an adequate remedy at law for it would be impossible to calculate the damage that would be sustained. I think the consideration to the lessee is sufficient to support the contract. This covers the substantial objection to the injunction as urged before me when the matter was argued. A decree embodying these views will be signed when and after it is shown to the opposing counsel.

Yours very truly,

JLM/S.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. I. HINES, et als, trading as
SOUTHERN OIL COMPANY, Complainants,

v.

M. J. DOYLE, Defendant.

In Chancery.

To the Complainants in the above
styled cause:

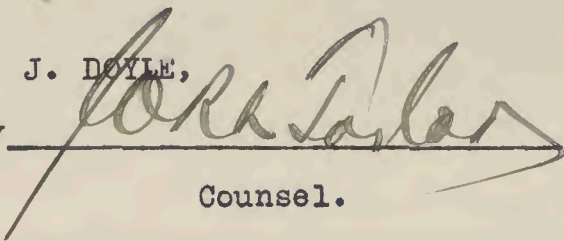
PLEASE TAKE NOTICE, that on the 29th day
of June 1926, at ten o'clock A.M. or as soon thereafter as I
may by counsel be heard, I shall move the court to dissolve
the injunction granted in the said cause on the 17th day of
June 1926, on the following grounds:

1. That the bill is without equity.
2. That the complainant's remedy, if any,
is full and complete at law.
3. That the alleged lease filed as a part
of the bill is void on its face -
 - (a) For indefiniteness; (b) because
fraudulent and oppressive; (d) because without consideration.
4. That the alleged lease is in substance
a contract of sale for the enforcement of which an injunction
will not lie.
5. That the alleged lease which forms a
basis of the bill of complaint is substantially a contract,
which is void and unenforceable -
 - (a) Because contrary to public policy;
 - (b) because violative of the Statute law of the State of Vir-
ginia provided in cases of this sort.

Given under my hand this 25 day of June 1926.

M. J. DOYLE,

by

A handwritten signature in dark ink, appearing to read "Cork Taylor", written over a horizontal line.

Counsel.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

A. I. Hines, et als,

v.

M. J. Doyle.

In Chancery.

Motion.

Filed June 29, 1924
G. B. Anthony,
Clerk

GARNETT, TAYLOR & EDWARDS
ATTORNEYS AT LAW
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF HANSMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading and
doing business as the Southern Oil Company Complainants

v.

M. J. Doyle, trading as the Drop In Service Station Defendant.

This day came the complainants, by counsel, and asked
leave to file their bill duly sworn to, and the same is hereby
accordingly filed, and upon motion of the complainants, by coun-
sel, and upon the prayer of the complainants' bill, an injunction
is hereby awarded and granted the complainants, A. I. Hines,
C. C. Duke and C. J. Duke, partners trading as the Souther Oil
Company, enjoining and restraining the defendant, M. J. Doyle,
trading as the Drop In Filling Station, his agents, servants
and employees and all others, from selling, handling, storing
and marketing the gasoline, oils and petroleum products fur-
nished and supplied by the American Oil Company, or any other
person, firm or corporation, save and except the Complainants',
and further to enjoin and restrain the said M. J. Doyle, his
agents, servants and employees from doing any acts which may
interfere with the complainants, their agents, servants and
employees in their lawful and peaceful possession of the free
enjoyment and use of the premises leased by the complainants
from the said M. J. Doyle, and from interfering, hindering,
molesting and disturbing the complainants, their agents, ser-
vants and employees in exercising their rights in and to the
premises described in complainants' bill, and leased unto the
complainants by the defendant.

This injunction order shall be in force from this date until August 15th, 1926, unless sooner altered, enlarged or dissolved, but this order shall not become effective until the complainants, or someone for them, shall enter into a bond before the Clerk of this Court in the sum of Five Hundred (\$500.00) Dollars, with such surety as may be approved by said Clerk, and conditioned to pay all such costs as may be awarded against them, and all such damages as may be incurred in case the injunction shall be dissolved.

I hereby certify that the bond required in the sum of Five Hundred (\$500.00) Dollars, has been given according to law.

Given under my hand this 17th day of June, 1926.

G. E. Smith, CLERK.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANOVER COUNTY.

A. I. Mines, C. C. Duke and
C. J. Duke, trading as Southern
Oil Company Complainants

v. DECREE FOR TEMPORARY INJUNC-
TION.

M. J. Doyle, trading as Drop
In Service Station... Defendant.

Entered June 17, 1926.
J. L. Moore

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Executed on the ¹⁷ day of
June, 1926 within the county of
Hanover, by delivering a
true copy of the within process,
in writing, to

in person
E. B. Rawley
Sheriff of Hanover County.

SOUTHERN OIL COMPANY
LEASE AGREEMENT

THIS AGREEMENT, in { duplicate
triplicate, made and entered into this.....26th.....day
of February....., A. D. 1926..., by and between M. J. Doyle operating as.....
Drop In Service Station.....
.....of.....
party of the first part, Lessor, (whether one or more, and when referred to by pronoun the singular neuter
gender will be used); and SOUTHERN OIL CO, of Suffolk, Va., having its principal business office at
Suffolk, Va., party of the second part, Lessee;

WITNESSETH: That said Lessor, for and in consideration of the rents, covenants and agreements
hereinafter mentioned, reserved and conditioned on the part of the Lessee to be maintained, paid, kept and
performed, has rented and leased and by these presents does hereby rent and lease unto said Lessee, its
successors and assigns, that part and only that part, of the following described premises, used for and con-
stituting an oil and gasoline station, and excluding all other parts or portions of said premises, situate in
the Town of Nansemond....., County of Nansemond....., and State of Virginia....., to-wit:

Filing station at Nansemond on North side of Suffolk-Norfolk
Boulevard.

TO HAVE AND TO HOLD the above rented and leased premises, together with the buildings, im-
provements and fixtures, and such fruniture, pumps, tanks, air compressors, appliances, pipe lines, unloading
racks and unloading facilities as may be thereon located, and all rights, privileges and appurtenances there-
unto belonging, together with any and all permits whether village, city, county or State, unto said Lessee,
its successors and assigns, for a term of.....3.....year s.. from the...1st.....day
of March....., A. D. 1926..., and thereafter until terminated upon thirty days' notice in
writing by either party.

The Lessee shall yield and pay as rental for said premises, station, and appurtenances the sum of—
.....2.....cent s.. per gallon per month on all gasoline sold by the Lessee or Lessor from and
through said station; the monthly period for which the rentals shall be due and payable shall be from the
28th day of each month to and including the 28th day of the next succeeding month, and such rental shall
be paid at the end of the month not later than the 10th day of the month succeeding that for which the
same may be due.

In consideration of the Lessor's caring for and safeguarding the demised premises and the equipment
situated thereon, and keeping said station open for the purpose of storing, handling and selling the products
of the Lessee, the Lessee hereby gives and grants to the Lessor the privilege of operating said station on its
own account until such time as the Lessee shall take over and actually operate the same. This privilege and
permission are granted to the Lessor upon the express covenant and agreement of the Lessor that in operat-
ing said station it will exercise due diligence and its highest and best skill and business ability; and that dur-
ing the term said station shall be operated by the Lessor it will not store therein or handle through or there-
from any petroleum products except those supplied by the Lessee. In the event of said Lessor's violating
any of the provisions hereof, the Lessee shall have the option and privilege of immediately terminating
Lessor's operation of said station.

Said Lessor covenants and agrees to and with said Lessee that the rents being paid in the manner and
at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept,
fulfilled and performed, said Lessee shall lawfully and peaceably have, hold, possess, use, and occupy the
premises and the property hereby leased during the term hereby granted without any hindrance, disturbance
or molestation from said Lessor; and the said Lessor hereby warrants and defends to said Lessee against the
lawful claims of all persons whomsoever the premsies and property hereby granted.

Should said premises and properties be destroyed, or so damaged by fire or other casualty as to become
unusable or untenable, this lease shall at the option of either of the parties hereto cease and terminate
from the date of the destruction or damage.

The Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining
and operating on the demised premises and in connection with said station any and all structures, improve-

ments, appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum.

The Lessee shall have the right to make proper connections with any and all water--, gas--, and sewer-lines and--pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

In the event the Lessee shall be in default hereunder for a period of sixty days, the Lessor shall have the privilege of terminating this lease and declaring the same at an end, and to repossess itself of the premises and station and its appurtenances; and the Lessor shall have the remedies now provided by law for recovery of rent and repossession of the premises and said station and its appurtenances in the event of default.

In the event the Lessee is unable to obtain all permits and premises necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided; or if at any time hereafter the Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said events the Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

On the termination of this lease by lapse of time or otherwise, the Lessee shall, at its option and at its own expense, remove from the demised premises any and all improvements and equipment of whatsoever nature placed or owned by it on the demised premises; and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris.

During such time as Lessor shall operate said station hereunder, Lessee hereby licenses the Lessor to use the trade-mark of Lessee solely on and in connection with petroleum products purchased from the Lessee, to be so used only during such time as this contract shall be in effect. If the Lessee shall loan to the Lessor any device of any kind bearing such trade-mark, or any device or sign of any kind to be used for the purpose of advertising the Lessee's products, then the Lessor agrees upon demand to return such device or sign to the Lessee and to discontinue the use of such trade-mark. The Lessor is licensed to use such trade-mark, advertising devices and signs only upon the condition that they will not be used in the advertising of any petroleum products except those of the Lessee; that the Lessee shall have the right to determine and control the manner, form and places in which the same will be used; that the Lessor will not permit anyone else to exercise or use any of the rights, privileges or things granted or loaned to the Lessor; that the Lessor will not claim any right, title or interest in or to said trade-mark, advertising devices and signs; and that the Lessor will never directly or indirectly deny or assail or assist in denying or assailing the sole and exclusive ownership of the Lessee in and to the same.

THIS AGREEMENT shall be binding upon and inure to the benefit of the Lessor and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of the Lessor, and the successors and assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, or caused the same to be done in their behalf, the day and year first above written.

Witnesses to signature of Lessor:

Prima Z. Moseley Drop In Service Station
..... M. J. Doyle
..... Party of the First Part, Lessor.

SOUTHERN OIL CO.

By..... A. I. Hines
District Manager.
Party of the Second Part, Lessee.

LAND OWNER'S CONSENT

(Must be procured in all instances where Lessor does not own premises.)

The undersigned, owner— of the premises hereinabove described, hereby consent.. to the subletting of same in accordance with the above and foregoing agreement.

Witness:

.....
..... Owner..

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading
and doing business as Southern Oil Company Complainants

v.

M. J. Doyle, trading as Drop In Service Station Defendant.

This cause came on this day by consent to be heard upon the complainants' bill and exhibits; upon the papers formerly read in this cause and upon the answer of the defendant filed herein, and was argued by counsel.

Upon consideration of all which the Court is of opinion and doth so adjudge, order and decree that the complainants are entitled to the relief prayed for in their said bill, it is therefore, adjudged, ordered and decreed that the injunction heretofore awarded in this cause restraining and enjoining the defendant, M. J. Doyle, trading as the Drop In Service Station, his agents, servants and employees, from selling, handling, storing and marketing the gasolines, oils and petroleum products furnished and supplied by the American Oil Company, or any other person, firm or corporation, save and except the complainants, in, upon, on and from the premises leased unto the complainants by the defendant as set out in complainants' bill, and further enjoining and restraining the said M. J. Doyle, his agents, servants and employees from doing any acts which may interfere with the complainants, their agents, servants and employees in their lawful and peaceful possession and free enjoyment and use of the premises leased unto the complainants by the said M. J. Doyle, and from interfering, hindering, molesting and disturbing the complainants, their agents, servants and employees in exercising their rights in and to the premises described in complainants' bill, and leased unto the complainants by the said defendant, be and the same is hereby made perpetual.

It is further adjudged, ordered and decreed that the complainants do recover of and from the defendant their costs in and about the prosecution of their suit in this behalf expended, and nothing further remaining to be done in this suit, it is ordered that the same be stricken from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. I. Hines, C. C. Duke and
C. J. Duke, partners trading
and doing business as Southern
Oil Company

v.

M. J. Doyle, trading as Drop
In Service Station.

Entered Aug. 30. 1926.

Jas. L. McGovern

We consent to the entry of
this order.

C. B. Godwin
Attorney for Complainants.

M. Anderson Mayes
Attorney for Defendant.

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VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY,

A. I. Hines, C. C. Duke and C. J. Duke, partners
trading and doing business as Southern Oil Company Complainants

v.

M. J. Doyle, trading as Drop In Service Station Defendant.

The answer of M. J. Doyle to a bill of complaint filed against him in the Circuit Court of Nansemond County by A. I. Hines, C. C. Duke and C. J. Duke, partners trading and doing business as Southern Oil Company.

This respondent for answer to complainant's bill, or to so much thereof as he is advised it is material he should answer, answers and says:

(1) That the allegations set out in complainant's bill under Paragraph I are true:

(2) That the allegations contained in complainant's bill under Paragraph II are true:

(3) That the allegations contained in complainant's bill under Paragraph III are true, and the defendant wishes to qualify the facts stated in Paragraph III of the complainant's bill by saying that the agents, servants and employees of the American Oil Company, at their special instance and request, called upon the defendant at his place of business in the village of Nansemond, and requested him to handle and sell their refined petroleum products and oils; that your defendant told the agents of the American Oil Company that he was under contract with the Southern Oil Company to handle their petroleum products and oils; that the agent of the American Oil Company stated that if he would sign an agreement to sell their gasolines and oils he would see that the defendant was released from the contract with the Southern Oil Company, and would also purchase the equipment of the Southern Oil Company then

situated on the defendant's premises; the agent of the American Oil Company also promised to paint defendant's buildings and put down for the defendant a cinder drive, construct and erect and put in gasoline pumps and tanks and to sell gases and oils to the defendant at the same price, concessions and considerations given to him by the Southern Oil Company; and that the American Oil Company hired and employed their attorneys to appear in this suit to make the motion to dissolve the temporary injunction heretofore granted; that under the promises as hereinabove set out the defendant entered a contract with the American Oil Company whereby to handle and sell their oils and gasolines; that the Southern Oil Company will not sell their equipment to the American Oil Company and will not release the defendant from his contract; therefore, the said defendant is ready and willing to live up to his contract with the Southern Oil Company and concurs in the prayer of the complainant's bill and requests that the injunction be made permanent and this suit dismissed from the docket.

M. J. Doyle
Respondent.

M. Anderson Masey
Counsel.

STATE OF VIRGINIA,
CITY OF SUFFOLK, to-wit:

M. J. Doyle, the respondent named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information, and that so far as they are therein

stated to be upon information he believes them to be true.

M. J. Doyle.
Respondent.

Taken, sworn and subscribed before me, Anne Jones,
a Notary Public in and for the city and state aforesaid, in my
city aforesaid, this 31st day of August, 1926.

Anne Jones.
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSIMOND COUNTY.

Souther Oil Company

v.

M. J. Doyle.

ANSWER OF RESPONDENT TO
BILL OF COMPLAINT.

1926 Aug. 30. filed,
J.L.M.

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. I. Hines, C. C. Duke and C. J. Duke, partners trading and
doing business as the Southern Oil Company.....Complainants

v.

M. J. Doyle, trading as the Drop In Service Station.....Defendant.

To the Honorable James L. McLemore, Judge of said Court:-

Humbly complaining, your orators, A. I. Hines, C. C. Duke and
C. J. Duke, partners trading and doing business as the Souther Oil Com-
pany, show unto your Honor:-

1. Your complainants, prior to the year 1926, and during the whole
of the year of 1926, have been engaged in the business of selling gaso-
line and oils and all crude oil products, and of handling, selling and
distributing the products of the Sinclair Refining Company, and leasing
and renting property for the purpose of erecting thereon gasoline tanks,
pumps, mechanical appliances and devices for the purpose of containing and
measuring gasoline and oils used in connection with the sale thereof.

2. That M. J. Doyle is the owner of lots numbers 18, 19, 20, 21,
23 and 24 in Block number 15, as shown on a plan or plat of Boulevard
Terrace, duly recorded in the Clerk's Office of the Circuit Court of
Nansemond County, in Plat Book 2, page 137, said property being located
on the North side of the main concrete highway leading from Suffolk to
Driver and in the village of Nansemond, Sleepy Hole District, Nansemond
County, Virginia, and that the said M. J. Doyle is engaged in the business
of running or operating a service station upon said property, and up to
about June 1st, 1926, engaged in selling gasoline, oils and crude oil
products, subject to the hereinafter set out lease and contract.

3. That on the 26th day of February, 1926, your complainants,
A. I. Hines, C. C. Duke and C. J. Duke, partners trading and doing
business as the Southern Oil Company, entered into a certain contract
and lease with M. J. Doyle, trading as the Drop In Service Station,
which said contract and lease reads as follows, and is prayed to be
made a part of this bill:

That pursuant to said agreement and lease, your complainants from time to time delivered to the said M. J. Doyle gasoline, oils and petroleum products, and the said M. J. Doyle from time to time accepted said gasoline, oils and petroleum products, and safeguarded the demised premises and the equipment situated thereon and operated said filling station in a skillful and businesslike manner, selling, handling and storing only the petroleum products of your complainants, and continued to perform all of the obligations and duties imposed upon him by said lease and agreement until on or about the first day of June, 1926, at which time your complainants are advised that the said M. J. Doyle secretly and unbeknowing to your complainants, at the special instance and request of the American Oil Company, through its agents, servants and employees, signed a contract with the American Oil Company whereby the said M. J. Doyle leased certain gasoline pumps, tank lines and equipment from said American Oil Company, and agreed to handle, store and sell upon the aforesaid premises only the gasoline, oils and petroleum products furnished and supplied by the American Oil Company, and the said M. J. Doyle, pursuant to said agreement entered into between the said M. J. Doyle and the American Oil Company, has repeatedly violated the letter, spirit and intent of the said agreement and lease entered into with your complainants, by digging large holes in the aforesaid property leased to your complainants and burying gasoline tanks therein, constructing pipe lines and installing gasoline pumps upon the aforesaid premises, and by generally engaging in the handling, selling and storing of gasoline, oils and petroleum products of the American Oil Company. That the said M. J. Doyle totally denies and refuses to recognize any of the rights of your complainants in said property and refuses to allow your complainants to enter upon the aforesaid premises and operate said filling station upon same, and to lawfully and peaceably have, hold, possess, use and occupy the aforesaid premises,

and is hindering, molesting and disturbing your complainants, and refuses to further handle, store, sell and market any gasoline, oils and petroleum products supplied by your complainants, and is so acting and conducting himself in reference to your complainants' agreement and lease as to defeat the last vestige of your complainants' rights under same, and has notified your complainants that the American Oil Company, through its agents, servants and employees, has agreed to defend him and save him harmless against any litigation or suit arising through his breach of contract or interference with your complainants' rights in said property, and has stated it is his intention to repudiate said lease and agreement. That unless the said M. J. Doyle, trading as the Drop In Filling Station, is required to fulfill and perform in good faith his part of the said agreement and lease entered into with your complainants, your complainants will suffer irreparable and incalculable damage and loss, for which they cannot be compensated in a court of law; valuable property rights will be denied and taken, and the peaceful possession thereof continuously molested and disturbed. That any judgment for damages obtained by your complainants against the said M. J. Doyle would be entirely unavailing, as your complainants are informed and believe that the said M. J. Doyle is not the owner of sufficient property to satisfy said judgment if obtained.

Your complainants have always complied with their part of said contract in every respect and are still willing, able and anxious to perform all their part.

In tender consideration whereof, and for as much as your complainants are remediless in the premises save by the aid of a court of equity, where matters of this kind are alone and properly cognizable to the end that justice may be done, your complainants pray that the said M. J. Doyle, trading as Drop In Filling

Station, may be made a party defendant to this bill, and be required to answer the same, but not under oath, which is hereby expressly waived. That an injunction may issue from this court immediately, directed to the said M. J. Doyle, enjoining the said M. J. Doyle, his agents, servants and employees and all others from selling, handling, storing and marketing the gasoline, oils and petroleum products furnished and supplied by the American Oil Company, or any other person, firm, or corporation save and except your complainants, as provided in the aforesaid agreement and lease between your complainants and the said M. J. Doyle. That the said M. J. Doyle be required to account to your complainants for all sales of gasoline, oils and petroleum products since executing and signing the contract with the American Oil Company. That the said M. J. Doyle be enjoined and restrained from doing any acts which may interfere with your complainants, their agents, servants and employees in their lawful and peaceful possession or the free enjoyment and use of the aforesaid premises leased by your complainants, and from interfering, hindering, molesting and disturbing your complainants, their agents, servants and employees in exercising their rights in and to the aforesaid premises under the aforesaid agreement between the said M. J. Doyle and your complainants. That all proper processes issue, that all proper orders and decrees may be made, and that all such other, further and general relief may be afforded your complainants as the nature of their case may require, or to equity shall seem meet, and your complainants will ever pray, etc.

A. J. Hines

cc sent

C. J. Davis
trading as the Souther Oil Company.

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

Russell C. Bress

I, ~~James Jones~~, a Notary Public in and for the city and state aforesaid, do certify that A. I. Hines, C. C. Duke and C. J. Duke, whose names are signed to the foregoing bill, personally appeared before me in my city and state aforesaid, and made oath that the allegations and facts contained in the foregoing bill are true, except such allegations as are stated to be upon information and belief, and that as to such allegations, they believe them to be true.

In testimony whereof I have hereunto set my hand
this 15 day of June, 1926.

My Commission expires the ^{2nd} ~~2nd~~ day of November, 1927.

Russell C. Bress
Notary Public.

A. I. Hines, C. C. Duke and
C. J. Duke, trading as the
Souther Oil Co. Complainants

v.

M. J. Doyle, trading as
Drop In Service Station,
Defendant.

BILL OF COMPLAINT.

1926 June 17. filed
JHm

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA