

1897-31

Southampton County Chancery. Vincent, G.L.

vs Baker, P. et als

Savage, L.S. (Baker + Savage)

to get restraining order against
defendants & keep from using or
occupying the said stone house
that leased "G.L. Vincent & Co." in the
Town of Capron, Va. Then suits for
proper damages from mismanagement of
defendant.

Vincent G. L.

r. { Bill

Baker et al.

1874, 1st Sup. Rules filed
Oct. 6. 6.

©

JAMES L. MCLEMORE.

Attorney-at-Law

CHARLESTON, VIRGINIA.

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To The Hon. C. W. Hill Judge of the Circuit
Court for Southampton County.

Your Complainant G. L. Vincent, now
a resident of the State of ^{Virginia} ~~North Carolina~~, com-
plaining sheweth unto the Court the following
case. That on or about January 1st 1894, he en-
tered into a partnership contract with P. Baker
whereby they agreed to conduct, at Capron in the
County of Southampton, the general mercantile bus-
iness, without any limit as to time the said part-
nership should continue; that they were in pos-
session of and were doing business in a store
house owned by G. W. Friest Co of the aforesaid town
of Capron, paying them therefor the sum of \$6.00
per month.

That some time on or about the 1st of July
the said P. Baker your complainant partner became
dissatisfied with the business of G. L. Vincent & Co.
under which name your orator and the said
Baker were doing business, although the same
was profitable to both parties as the books of
the firm will show, and insisted upon closing
the store. Your complainant protests against
said action and against any other manner of pro-
cedure save a strictly legal one, he owning a one
half interest, was advised that no steps could be
taken without his consent. In the face of his
solemn protest ^{+ in his absence from Capron} his partner (from whom
he expects services toward their mutual benefit
and advantage) closed the store, packed up the goods
in general disorder & confusion and heaped them
back in the ware room to the store thereby not
only damaging them in their selling value but stop-

1 being the trade and business of the firm which
2 up to this time had cleared per month about
3 \$100⁰⁰. Your Complainant believes & charges
4 that he has been greatly damaged by the willful
5 mismanagement & misconduct of his partner the
6 said P. Baker which was resorted to for the sole
7 purpose of forcing your complainant out of
8 the partnership in order that the said P. Baker
9 might conduct the same business under a new
10 management to the exclusion of your complainant
11 who is in fact the senior member of the firm
12 and at whose instance the said Baker was
13 first admitted as a partner. ^{by your orator before defendant entered in the business & no contract as to renting was ever} that said store house was rented

14 Your orator would state further that
15 although the said firm of G. L. Vincent and Co. have
16 now vacated the said house in which they lately
17 conducted the aforesaid business and your orator
18 goods are still in the said store and although the
19 owners of the property have taken no steps to eject
20 your complainant, yet a new firm composed of
21 P. Baker & Savage and trading as

22 Baker & Savage are selling goods in your
23 complainant's store without his consent and pos-
24 itively against his wishes. Your orator would state
25 that he has always paid his rent regularly when due
26 and is still willing to do so, and he is advised and
27 believes that until he is legally dispossessed of
28 the premises that no person or persons has the
29 right to come in & take possession of his property or
30 the property of the late firm of G. L. Vincent & Co.

31 Your Complainant would state that although the
32 said P. Baker's name ^{is} not appears in the said new
33 firm, yet ^{and} that he is in fact & in interest a member

made with said Baker.

of the said new firm, and has aided, abetted &
assisted in bringing about a cessation of the bus-
iness of the firm of G. L. Vincent & Co. in order that
the new firm might be formed, and has also aided the
said new firm in dispossessing your orator of
the store-house and placing your orator in pos-
session of the said new firm in possession against your orator
with, against the intent of the partnership and in
direct opposition to that good faith expected & required
between partners in business, that said P. Baker
is insolvent or has no property liable to the payment of debts.

In tender consideration whereof, and for as-
much as your Complainant is remediless in the
premises save by aid of a Court of equity where
all such matters are alone & properly cognizable to the
end therefore that justice may be done your orator
prays that P. Baker, Geo. Truitt and L. S. Savage
may be made parties defendants to this bill and
required to answer the same under oath; that the
said P. Baker, Geo. Truitt and L. S. Savage, their agents
employees or other persons be enjoined & restrained from
further using or occupying the aforesaid store house of
your complainant in the town of Capron, or in any way
assuming control or management of the same. that
proper damages may be adjudged your orator for
the misconduct of defendants and for the trespasses
by them committed either separately or as a firm. that
all such accounts may be taken & decrees & orders en-
tered, & all such further special & general relief granted
as the nature of the case may require or to equity
may seem meet.

And your Complainant will ever pray &c
G. L. Vincent,

J. L. Moore per

Vincent

or

Baker & Co

Answer of

P. Baker

The answer of P. Baker to a bill of Com-
plaint filed against himself and others
in the Circuit Court of Southampton by
G. L. Vincent.

This respondent for answer to said bill
says - That it is true he entered into a co-
partnership with G. L. Vincent about Jan-
y 1. 1894 to carry on a mercantile business
at Copsum. But there was no written
agreement about the same. - This res-
pondent was induced to enter into said Copart-
nership because he was lead to believe
the firm could get a large business
from Geo. Truett & Co. Vincent, who are
large manufacturers of timber at said
point, but after being in the business
some few months, he found out that
his partner the said G. L. Vincent was
so scheming, himself that they
were about to lose the trade of G. W.
Truett & Co. which was the means of
making any money out of their business.
and this respondent then proposed to
buy out the interests of the said G. L. Vincent.
He positively refused to sell. but left
the place and this County, and removed
to Greenville County, to a place some
thirty miles distant, where he com-

menaced a business of logging a
saw mill. When your respondent
entered into business with said G. L.
Vincent, he was logging for the said
G. W. Truitt & Co at Capem. Some 60 days
ago, the said G. W. Truitt & Co who had
rented the house ~~to G. L. Vincent~~, at
Capem - in which G. L. Vincent & Co were
doing business to G. L. Vincent at \$6.00
by the month. gave notice to said Vincent
& your respondent that they wanted
the building. Your respondent saw
it was useless to attempt to do busi-
ness at said place any longer with
said Vincent, and wrote to him to
come down and have a dis-
cussion of the concern. He did not come
and your respondent did put the
goods in a ware room. in good
condition and notified him again.
He then came and a division of all
the goods was made. your respondent
taking such as he wished at prices
agreed upon, and the said G. L. Vincent
taking the others. What the said Vincent
took, he carried with him to his new
place of business in Greenville. Said
Vincent also at said time sold his

interested in the license at Copenhagen, which
was paid for and then left for his
Greenwich business. If what was
done by his free consent at this
time was not a dissolution of the
partnership between himself & your
respondent, then it is hard to imagine
a case in which by the acts of the
partner a partnership comes to be dissolved.
So far as damage having been done
to said Government is concerned, no
one knows better than he that he
has not been damaged at all.

Your respondent opposes with his most
emphatic denial the charge that he
tried to get the said Government out of the
partnership, in order to get in a new
management and in order to do him
damage.

In regard to the charge that the house in
which they were doing business at
Copenhagen, has never been vacated is
concerned, respondent never saw that
notice having been given him and
said business for at least two months
by the owner, that the house was wanted
by them, respondent acted upon the
notice and did give possession to the

owners. The renting having been by the month,
he was advised that a minutes notice
to quit was all that would be required.
and Resfornment here says that he
believes this suit is a vexatious one
and ought to be dismissed at once.
This remedy for any cause of
complaint he has is adequate at
least. There has been a peace under-
standing of the winding up of the business
and said buient has a copy of all
the doing of the late concern. and
has ready consented that the business
should be wound up.

Resfornment would say further that
he is not a member of the firm of
Baker & Sarg. who are now conducting
business at the former business stand
of G. F. Buient & Co., and that he has no
interest in the present concern except
as a clerk. That the present concern
has rented the said store house from
W. F. Furt & Co. and if any one is responsi-
ble for said transaction it is G. F. Buient & Co.

Furt & Co. that the said Furt & Co.
are perfectly solvent and will meet
any damages suit that may be brought
against them. and the firm of
Baker & Sarg will give any
bond that may be required with
perfect good security to meet any
claim for damages. and that

Your respondent will give any bond with good security to meet any claim for damages that may be brought against him by said G. L. Vincent. The new firm of Boher & Savage is composed of the wife of respondent & L. S. Savage. and they are perfectly responsible.

Your respondent is perfectly willing to render any accounts the Court may require, but he submits that the extraordinary power of a Court of Equity should not be invoked or pointed to satisfy the personal spite of a litigant. and he does not believe that this Court will further indulge the present complainant when it has understood the nature of his contention. Your respondent therefore submits that the injunction now rendered in this cause should be dissolved. and the complainant remitted to his rights at law.

Your respondent denies positively that he has done any act in keeping about a dissolution of the partnership heretofore existing between himself & G. L. Vincent but was not in keeping with the utmost good faith. and he also denies every charge

of aiding or abetting in breaking up the
Concern of G. L. Vincent & Co that a new firm
might be established or that he in any
manner aided or abetted in disposing of
G. L. Vincent & Co of the possession of the Store
house, except as hereinbefore explained,
or that any trespass or trespass has been
committed by him or any party to this
suit against the said G. L. Vincent.

Respondent denies that any goods
belonging to said G. L. Vincent are in
the said Store house, the same having
long since been removed therefrom
and from this Court by the said
Vincent himself. And having
answered the prop. to be dismissed
with his costs &c.

P. Baker

Sworn to before me Sept 4. 1894.

R. F. Barham J. P.

G. L. Vincent, Att'y.

Att'y

3 In Chancery.

O. Baker and L. S.

Savage merchants
and partners trading and Defts,
doing business as
Baker & Savage

1894. Aug. 29th Process filed to 1st Sept. Rules

" 1st Sept. Rules, Process returned executed Bill
+ Ex filed + decreed nisi.

1894. 2nd Sept. Rules, Bill taken for con-
fession + Cause set for hearing

Know all men by these presents
that I, J. T. Barham of the County of
Southampton, in the State of Virginia
hereby constitute & appoint P. F. McLeone
my true & lawful attorney in fact for me
and in my name and stead to sign & acknowl-
edge ^{as surety} before the Clerk of the Circuit Court
of Southampton County, a certain Injunction
Bond in the penalty of Two Hundred & Fifty
Dollars, requires to be given in the Chancery
Cause of G. R. Vincent vs. Baker & Son
by order entered in Vacation Aug 24. 1894
by O. W. Hill Judge Circuit Court. And I
do hereby invest my said attorney with full
power & authority to do whatever may be
necessary to properly execute as surety the
aforesaid Injunction bond, ratifying
reconfirming the acts of my said atty. done
by virtue hereof as fully as though I
were present signing & acknowledging
the same.

Witness my hand & seal August 25. 1894
J. T. Barham 

Virginia

County of Southampton to wit:

This day J. T. Barham whose
name is signed to the above writing bearing

Date August 25. 1894 acknowledged the same
before me in my County & State aforesaid. &
I further certify that said J. F. Barham
also made affidavit that his estate, after
the payment of his debt & those for which
he is bound for others except to how to pay,
is worth the sum of \$250.-

GIVEN under my hand this the 27th day of
August 1894.- R. F. Barham J.P.

G. L. Vincent
v. Ordin

P. Baker et al.

Invacation

1894 Aug.
To be uttered

G. L. Vincent

Plff.

versus Injunction order

P. Baker, ~~G. L. Vincent~~ and L. S. Savage

Defdt

On motion of the plaintiff an Injunction is awarded him in accordance with the prayers of the bill, enjoining and restraining P. Baker ~~G. L. Vincent~~ & L. S. Savage their agents employees or any other persons from using, occupying or in any way exercising ownership over the store house property, at Capron, Va, in which G. L. Vincent & Co have been conducting the mercantile business during the first six months of this year, until the further order of this court.

But before this order shall be binding & effective the said Plaintiff or some one for him shall enter into bond conditioned to pay all costs & damages that may be awarded the defendants in this cause in case this injunction shall be dissolved, which bond shall be executed before the Clerk of the Circuit Court of Southampton County & shall be in the penalty of \$250⁰⁰ with security approved by the said Clerk.

C. M. M. M.

Aug 24, 1894

The Clerk of Circuit Court
for Southampton County

Know All Men by These Presents, That we,

G. W. Fruit

P. Baker and

are held and firmly bound unto the ^{*G. L. Vincent*} ~~Commonwealth of Virginia~~ in the just and full sum of

Five

Five

Dollars, to the payment whereof, well and truly to be

made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State.

Sealed with our seals and dated this

22nd day of *September*

A. D. 189*4*

THE CONDITION of the above obligation is such, that if the above bound

P. Baker shall will

and truly pay to *G. L. Vincent* any sum of money that may be adjudged as his damages in a certain suit in Chancery now pending in the Circuit Court of Southampton, County, styled *G. L. Vincent* against *Baker & Savage* for retaining possession of a certain Store house, as set out in said Chancery Suit -

~~shall faithfully discharge the duties of~~
or else to remain in full force and virtue.

~~office or trust according to law,~~ then the above obligation to be void,

Signed, sealed and delivered }
in presence of this Court }

Parley Baker
G. W. Fruit



Vincint

m 3

Baker 19

Answer A

L. S. Savoy

The answer of L. S. Savage to a
bill of complaint filed against him-
self for the in the Circuit Court of South
Carolina by G. L. Vincent & Co.

This respondent for answer to said
bill says - That he denies that he
has formed any partnership with
P. Baker. That he has formed a co-
partnership with Minnie Baker, and
is now doing business in a store
house at Capron, which is rented
from J. M. Truitt & Co. He denies
that he has ever taken any steps
to dispossess G. L. Vincent from any
store house at Capron or been insti-
tuted in any way in trespassing
upon any right of said Vincent.

He denies that said Vincent has any
goods in the store house in which he
is doing business. Respondent would
state that G. L. Vincent does not live
at Capron, has no property there, no
goods there, no business interests there. But
that he has for several months been living
in Greenville Co. about thirty or forty miles
distant, and that he is engaged in logging
a mill & keeping a small store in
his new field of labor. That he has removed

what goods he did not sell out to
P. Baker at Capron to his new store
in Greenville. That said Vincent did
see his interest in ^{the} most or a great
part of the goods owned by him & P. Baker
to said Baker some time ago.

at prices agreed upon by them and
the money was paid him for them.

Respondent named says further that
his firm has bought of G. L. Vincent
his business or his interest in them
in his business at Capron and paid
him for them - and having fully
answered, he prays hence to be
dismissed with his costs.

L. S. Savage,

Sworn to before me Sept 4. 1894

R. F. Barham J. P.

Vincent
33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
Baker's father

11/11/11

11/11/11

11/11/11

11/11/11

Know all men by these Presents!
That I G. L. Vincent of the County of
Greensville & State of Virginia, do hereby
nominate, constitute and appoint N. B. Uppel
Jr. my true and lawful attorney in fact for me
and in my name place and stead. To sign and
acknowledge before the Clerk of the Circuit
Court of Southampton County Virginia, as
my name to a certain Injunction bond in the
penalty of \$500⁰⁰, required to be given by order
entered in vacation on the day of August 1894
in the Chancery Cause of G. L. Vincent against
P. Baker & others. And I do hereby authorize
my said attorney to do whatsoever is necessary
if the execution of the said bond as fully affect-
ually as though I were personally present signing
and acknowledging the same. And I hereby ratify
& confirm whatsoever my said attorney may lawfully
do by virtue of these presents.
Witness my hand and seal this 17 day of August 1894
G. L. Vincent. Seal

Justy as to
suppld.

State of Virginia,

COUNTY OF GREENSVILLE,

To wit:

I, E. L. TURNER, a Commissioner in Chancery for the Circuit Court of the County aforesaid, in the
State of Virginia, do certify that.....
whose name is signed to the annexed writing, bearing date on the..... day of

..... 1894 has acknowledged the same before me in my county aforesaid.

..... under my hand this..... day of..... 1894.

E. L. Turner

Commissioner in Chancery.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

J. Baker & L. S. Savage
merchants and partners trading and doing business
as Baker & Savage.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for
the said Court on the *first* Monday in *September* next, to answer a Bill in Chancery
exhibited against *them* in our said Court by *J. L. Vincent*

And this *they* shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this *29* day of
August, 189*4*, in the 11. *9*th year of the Commonwealth.

TESTE:

T. M. Howard, C. C.

G. L. Vincent
 P. Baker vs L. S. Savage
 Plaintiff
 Defendant
 Injunction Order

On motion of the plaintiff, an Injunction is awarded him in accordance with the prayers of the bill, enjoining and restraining P. Baker, & L. S. Savage, their agents, employees or any other persons from using, occupying or in any way exercising ownership over the store house property at Capron, Va. in which G. L. Vincent & Co. have been conducting the mercantile business during the first six months of this year, until the future order of this Court. But before this order shall be binding & effective the said plaintiff or some one for him shall enter into bond conditioned to pay all costs & damages that may be awarded the defendants in this cause this injunction is dissolved, which bond shall be executed before the Clerk of the Circuit Court of Southampton County & shall be in the penalty of \$250. with security approved by the said Clerk.

A Copy
 Test: D. M. Howard Cl.

Vincent G. L.

By
 Dunning

Baker et al

1894 postpaid Rates

In Let.

Executed by delivering
 a copy of this decree to
 each of the within named
 defendants

Sept 17. 94 J. Williams
 Secy

McDonnell for

I hereby certify that the bond required
 in this case has been given and
 is deemed sufficient by me.
 Test: D. M. Howard Cl.

Know All Men by These Presents, That we, *G. L. Vincent + J. T. Barham*

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Two hundred & fifty Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State.

Sealed with our seals and dated this *28* day of *August* A. D. 189*4*

THE CONDITION of the above obligation is such, that if the above bound

G. L. Vincent who

on the *24th* day of *August* 189*4* obtained from Judge *C. W. Hill* Judge of the Circuit Court of *Southampton* County in *Chancery* in vacation an injunction restraining and restraining, *D. Baker + L. S. Savage* their agents employees or any other persons from using occupying or in any way exercising ownership over the store house property at *Sapron, Va* in which *G. L. Vincent* has been conducting the mercantile business during the first six months of this year until the further order of this Court shall pay all costs and damages which the defendant may sustain by reason of the suing out of this order in case this injunction shall be dismissed according

shall faithfully discharge the duties of office or trust according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered }
in presence of the Court.

G. L. Vincent
By *A. B. Urquhart* & his
Att. in fact.

J. T. Barham
By *B. F. McComas*, his atty in fact.



Vincent

W. J. Deane,

Baker & Co.

Entered Sept. 29th/97

Page 173.

Vincent

vs. } Statement of Costs
Baker et al.

Sum, with injunction and copy 50, 2 copies 50 = 1.00
receipt 18, atty, 10, Docket 18, Rules 100 - 1.46
fil. fees 15, Injunction bond 75, fil. same 15 = 1.05
making return 35, fil. 2 answers 30 - 65

J. M. Howard \$4.16

5 continuances 1.25, Deam copy 72 = 1.97

Law costs &c. 40, filing away papers 25 = 65

to law \$6.78

Shiff, 1.00

Law &c. 16.50

\$24.28

Test: L. A. Gay &c.

Vincent G. L.

vs.

Baker & others.

By Consent of parties This Cause
is dismissed. The Costs to be equally borne
by each party.

A copy.

Test: L. A. Gay Jr.

Vincent

vs. { Statement of costs

Baker et als.

Vincent

vs. } Statement of Costs

Baker et al.

Sum. with injunction endorsed 50, 2 Copies 50 = 1.00

Receipt 18, atty. 10, Docket 18, Rules 1.00 = 1.46

fil. bill 15, injunction bond 75, fil. same 15 = 1.05

Noting return 35, fil. 2 answers 30, = 65

J. M. Howard 4.16

Continuances 1.25, Decree copy 72 = 1.97

Law costs copy 40, filing away papers 25 = 65

6 LHK 6.78

Shff. 1.00

Law re. 16.50

24.28

A copy.

Teste: L. A. Gay Jr.,

Vincent
v. 3 Decree
Parker et al.

1894 Nov.

John interest.

Vincent G. L.
vs. Deeser
Baker et al.

This day this cause come on to be heard upon the bill exhibit & answer filed, general replication thereto, and was argued by Counsel, On consideration whereof, the Court, without perpetuating or dissolving the Injunction granted in the same, doth adjudge order and decree that the same be referred to one of the Commissioners of the Court who will report the following:
1st. Whether or not the action of F. Baker in closing the business of G. L. Vincent & Co., removing the said goods out of the store, and discontinuing the partnership business without the consent of his co-partner, ^{as charged in the bill} G. L. Vincent, was legal right & proper.

2nd. If not what damage did the said G. L. Vincent sustain by reason of his co-partners illegal actions in the premises, as set forth in the bill of complaint all of which the said Court will report together with the evidence upon which his opinion is based & any other matter deemed pertinent or required to be stated by any party in interest.

Vincennes

r. Deere

Baker & Co.

1897 Sept. 29th.

Ents.

Robert R. Dentis

We consent to this.

J. L. McLenon att
for Plaintiff.

J. B. Price att
for defts.

Entd Page 173

Viercent G.L.

v.

Baker v. Thers.

By consent of parties this cause
is dismissed, the costs to be equally borne
by each party.