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H.E. Warren and Thomas M. Noble, articles of agreement, 1858

Howell E. Warren

Thomas M. Noble

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Articles of an agreement made & entered into
this 1st day of January in the year 1858, between
Thomas M. Noble & Howell E. Mann, both
of the Town of Ferrisville Va. Whereas
the said H. E. Mann and Th. M. Noble
did enter into Partnership on the 1st day
of January 1855 under the Style & Firm
of Warren Noble, to the Capital Stock
of which firm each partner agreed
to contribute the sum of Twenty
five hundred Dollars, to be used in conduct-
ing a Dry Goods Mercantile business in the
said Town of Ferrisville, the said H. E. Mann
on his part agreed to furnish a Clerk in
the Concern whose services he should
pay from individual funds, and the said
T. M. Noble was to pay his whole personal
attention to, & conduct the said Mercantile
Business as aforesaid, each partner to share
equally in the net profits derived from
the Capital aforesaid thus employed, and
Whereas on this 1st day of January 1858, there
is as appears from the Books of the firm
a net profit which has been made, to
the amount of \$8705.18 which with Capital
Stock aforesaid amounts to \$13705.18 The Books

likewise show that there is the sum
of \$1994.21 to the Credit of H. E. Mann
and that Thomas M. Noble is indebted to
the firm the sum of \$612.59, and
whereas further by an Inventory of the
Goods on hand this day there appears
to be the value of \$3735.00, and
there appearing to be a large amount
of indebtedness to the firm & some
debts due by it, it is now agreed &
determined, by & between each of
the said Partners, that the entire
Transactions of said Firm shall be
closed & settled up & no longer exist
except in closing up as aforesaid.

Now this Agreement, It is settled
that the said Howell E. Mann and Tho.
M. Noble do hereby agree, that the afo-
said Inventory amounting to \$3735.00
in goods shall be continued in trade
under the firm of Thomas M. Noble,
for the Equal benefit of the said H. E.
Mann & Tho. M. Noble, on the same
terms & in the same manner, as was
agreed upon in their first Partnership
and that this arrangement shall
continue for the term of two years
unless both shall agree to a sooner

settlement, or one shall die, in either
event the whole Concern shall be
finally Closed & settled; the object of this
Change & arrangement being solely that
the debts due to & by the firm of Warren
& Noble may be settled; further Witnesseth
that, notwithstanding the said Howell E.
Warren's name is not used in the
present business, and that it is
conducted solely in the name of Thomas
M. Noble, the said Howell E. Warren
agrees & does hereby promise, obligate
bind himself to any & all Contracts
of the said T. M. Noble ~~so~~ fully as if
he the said Howell E. Warren was
known publicly as a Joint &
Equal Partner In testimony whereof
we do each set our hands & affix our
Seals this 1st day of January 1838

Howell E. Warren
Thos M. Noble

Marcell Noble