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## Business Corporations and Partnerships

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## BUSINESS CORPORATIONS AND PARTNERSHIPS

MARSHALL T. MAYS\*

### PARTNERSHIPS

One case<sup>1</sup> during the period of the survey concerned an accounting after dissolution of a partnership, but no significant questions in the law of partnerships were involved.

### CORPORATIONS

Two cases concerned corporations. In *Thomas & Howard Co. v. Marion Lumber Co.*,<sup>2</sup> an action arising out of a truck collision, the defendant moved to change the venue from Horry County to Marion County. The motion was supported by an undisputed affidavit that the defendant's place of business was in Marion, and that it had no place of business, office, agent or property in Horry County; that it had no business operations in Horry except occasional deliveries there of lumber purchased from its plant in Marion. Citing previous decisions, the Court held that occasional deliveries of lumber in Horry would not constitute ownership of property or transaction of business in the sense of section 10-421 of the 1952 Code of Laws of South Carolina.

In *Shayne of Miami v. Greybow, Inc.*,<sup>3</sup> the Court cites as dicta the principle that a corporation may purchase its own stock if it acts in good faith and there is no charter or statutory restriction and the corporation is neither insolvent nor in process of dissolution, and such purchase is not prejudicial to rights of creditors at time of purchase. The Court then proceeded to hold that where husband and former wife each owned half of the shares of the corporation and she transferred her shares to the husband and the corporation executed its note to her in payment for the shares, such note was not unenforceable for lack of consideration there being a detriment to the wife.

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1. *Franks v. Anthony*, 231 S. C. 191, 97 S. E. 2d 891 (1957).
2. 232 S. C. 304, 101 S. E. 2d 848 (1958).
3. 231 S. C. 161, 101 S. E. 2d 486 (1957).