

John S. Mason } N 3571 Equity  
 vs }  
 David P. Griffith } In the Circuit Court for Frederick County sitting as a Court of  
 Equity ~

Bill of  
 Complaint

To the Honorable the Judges of the Circuit Court for Frederick County sitting as  
 a Court of Equity. ~

This the Bill of Complaint of John S. Mason of Frederick County, and prayer for  
 an Injunction, for the dissolution of Partnership, and for the appointment of a Receiver  
 respectfully, shows.

That heretofore to wit, upon the Ninth day of July, in the year 1868, the Complainant  
 entered into articles of Co-partnership with one David P. Griffith, also of said County,  
 for the purpose of carrying on the Art and of buying and grinding Bark and Linnac  
 and all things thereto belonging, and buying and selling the same, and all other  
 Commodities belonging to the said trade, under the style and firm of Griffith & Mason,  
 said partnership to continue two years from the Commencement thereof; the Original of  
 which articles of Co-partnership, which with all other Exhibits, by your Complainant,  
 herewith produced are prayed to be taken as part of this Bill of Complaint, are here-  
 with filed as Exhibit A. ~

That by the terms of said Articles of Co-partnership, your Complainant, for the  
 carrying on of said business was to furnish Two thousand dollars, and said Griffith  
 was to contribute the sum of Five hundred dollars in money, and to deliver  
 as stock, the property and buildings of said Griffith, known as the "Bark Mill"  
 which said Griffith represented himself to Complainant to be the owner of, with  
 the addition of an engine room to be built by said Griffith at his own expense,  
 and said Complainant, and said Griffith were to bear the losses and expenses  
 and share the profits of said business share and share alike. ~

That your Complainant furnished for the said firm the said sum on his  
 part required, and the said Griffith delivered possession of the said Bark Mill  
 property, and erected said Engine room, and Complainant and said Griffith  
 commenced said business. ~

And your Complainant charges, that since entering on said partnership  
 and going into possession of said Bark Mill property, he has been credibly informed  
 and so charges, that the said Griffith is not the owner of said Bark Mill property,  
 and that said Griffith is still indebted to a certain Hugh W. Allee, from whom  
 he professed to have bought it, in a large sum of money for the purchase of same;  
 and that said W. Allee is about to enforce his lien or demand thereon at law.

That by the terms of said Articles of Co-partnership the said Complainant and said  
 Griffith were to use their best and utmost endeavors to the utmost of their skill  
 and power in carrying on and promoting the business of said partnership.

And your Complainant charges that he has faithfully carried out  
 this stipulation on his part; but charges that said Griffith has not used  
 his best endeavors to carry on said business, but has neglected the same  
 to its damage and injury and is now carrying on another business and as  
 agent, as will appear from Exhibit "A" No 2. ~

That by the terms of said articles, all expenses and losses were to be equally  
 born, and all gain, profit and increase that should arise from said trade,  
 were, from time to time, to be equally divided between said Complainant  
 and said Griffith. And this Complainant charges that he has fre-  
 quently applied to said Griffith for a settlement of an account of said  
 losses, expenses and profits between them, and that said Griffith has  
 neglected and refused so to do, and has removed the books and