

Accounts of said partnership business from the partnership place of business to his own store and premises, and has thus prevented that readiness of access to the same, to which your Complainant is entitled:

And this Complainant further charges, that instead of creating said Engine room at his own expense, as by said Articles required, the said Griffiths, without the sanction or authority of this Complainant, and in violation of said Articles, did execute to Messrs Hardth and Keefer, Lumber Dealers, in Frederick's City, on the tenth day of March A.D. 1869, a promissory note for One Hundred and Ninety five dollars and forty two cents, payable sixty days after date, for the payment for lumber used in the creation of said Engine room, and did sign the said firm's name of Griffiths and Mason thereto; and the said Hardth and Keefer have sued your Complainant, and said Griffiths thereon in the Circuit Court for Frederick County, and said suit is now pending; as will appear from a duly certified copy of said note, and the docket entries in said suit, herewith filed as "Exhibit B", to the great damage, expense and embarrassment of said partnership business and your Complainant.

And your Complainant further charges, that said Griffiths is embarrassed in his individual circumstances, with liabilities that he is unable to pay, and that his private creditors have by legal process seized and levied upon the interest or share of said Griffiths in the partnership effects; that one such execution for the sum of about fifty dollars was levied on or about the 7<sup>th</sup> day of September A.D. 1869 at the suit of one Chilcote, another for the sum of about Ninety Nine and 00 dollars on or about the 11<sup>th</sup> day of September, A.D. 1869, at the suit of one Mrs. Martin, and another on or about the 6<sup>th</sup> day of October, A.D. 1869, from the Circuit Court for Frederick County, on a judgment in favor of one Louis Detrick for the sum of about two hundred and fifty four dollars, which last levy will appear from a certified copy thereof from the Sheriff of Frederick County, herewith filed as Exhibit "C"; all to the great damage and prejudice of said business and this Complainant.

That your Complainant has means and is responsible; but insists upon a proper application of the assets of the firm to the liquidation of its liabilities, that said partnership is largely indebted to Calvin Page and others on its own account, and that its effects should be applied to the liquidation of such indebtedness, and its affairs wound up, and the net balance, if any, properly applied and divided.

That said Griffiths should no longer be allowed to control the effects, keep the books, or collect the moneys of said Partnership.

That your Complainant is powerless in any proceeding at law by reason of the strict rules of the Common law, and therefore comes to this Court where such matters are properly cognizable and redressable, and prays that an Injunction may issue to the said David P. Griffiths, enjoining and restraining him from collecting any money due to the said firm of Griffiths and Mason, as also from selling or disposing of any of the assets or property of the firm, or from interfering in any manner with the business of the firm, and an order requiring him to deliver over to the proper Officer of the Court any funds, books, accounts or property now in his possession or under his control, the property of the firm.

This Complainant further prays for the appointment of a Receiver to take into his possession all the assets of the firm of Griffiths & Mason aforesaid, together with books of account and credits of said firm, and apply the proceeds under the Orders of this Honorable Court, and said Partnership