

Sheriff's Return
on Injunction

Served on David P. Griffiths and John S. Mason, November 30th, 1869, at 3 O'clock P M
Filed Dec 13th 1869 ~
McNeighbours, Sheriff

Answer of
D.P. Griffiths

The answer of David P. Griffiths of Frederick County State of Maryland, to the Bill of Complaint
of John S. Mason, filed in the Circuit Court for Frederick County as a Court of Equity. ~

This Defendant for answer to the said Bill of Complaint, answers and says, that he admits
to be true as charged in the said Bill of Complaint ~ That on the 9th day of July 1868, the
Defendant entered into Copartnership with the Complainant as alleged upon the terms
set forth in the said articles of Copartnership, which articles are exhibited by said Com-
plainant in his Bill of Complaint, Marked Exhibit "A". ~

This Defendant, refers to said articles and the additions thereto, being part of Exhibit
"A" for the true terms and stipulations of this said Partnership ~

This Defendant further admits that the Partnership as alleged in said Bill
of Complaint, was conducted by said Complainant and this Defendant as alleged.
This Defendant further admits that he furnished the Capital and property required
for said Partnership as is stated in said Bill.

This Defendant states, that he purchased the lot upon which the buildings
used by the firm are erected from Hugh McAllen, for the sum of six hundred
dollars, of which sum he still owes to said Hugh McAllen the sum of two hundred
dollars, of which sum, One hundred dollars was due on the first of August
or September 1869, and that the residue will not be due until August or
September 1870, and that Hugh McAllen still holds the legal title until the
whole purchase money shall be paid. ~

This Defendant further states that at the time of the Partnership he had put im-
provements on said property, costing him the sum of Fourteen hundred dollars,
That after the partnership he expended in the further improvements of said
property, according the terms of the Articles of Partnership he expended the
further sum of about five hundred dollars.

This Defendant further expressly declares that he has prevented the Complainant
from having access to the books of the firm, and that he has been willing
at all times to make explanations and statements to the said Complainant
of the affairs of the firm, and has never concealed the same from the said Complainant.

This Defendant denies that he has removed the books of the firm to his store to
prevent the Complainant from having access thereto ~ That the Office
and buildings in which the business of the firm was conducted is situated about
two hundred yards from the store occupied by the Defendant - and that he removed
the books to his store room for the purpose of safety, as no person occupied the
partnership premises during the night. ~

This defendant admits the execution of the note to Hardt and Keefe, and the
suit brought thereon as alleged - and he states that the note mentioned in
the said Bill of Complaint was a renewal of previous Notes, the consideration
of which Original Note, was partly for Lumber furnished the firm of Mason
and Griffiths, and partly for Lumber furnished this Defendant for his own use.

This Defendant further states that at the time he entered into Partnership with the
said Complainant, he was then engaged in vending Store Goods within two
hundred yards of the intended place of business of said firm, and that
the fact of such employment was well known to Complainant prior to, at
the time, and subsequent to the execution of said articles of partnern-
ship, and that said Complainant never did require, nor would your
Defendant have abandoned his business, to devote his time solely to the business
of the firm ~ Your Defendant denies that the Executions issued

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