

on from year to year your complainant having every confidence in the integrity, business management and capacity of his said copartner and was fully under the impression and belief that said copartnership had been doing and transacting a safe and profitable business and that the affairs of said copartnership were in a safe and sound condition with ample means of meeting and paying all their just liabilities - thus the business of the ^{said} copartnership continued without interruption of any kind from the time of its formation up to the month of May in the year eighteen hundred and seventy nine, when the business of said copartnership was suddenly interrupted by the said Joseph E. Cartzendorfner leaving his home and place of business, and absconding from the state of Maryland.

Your complainant further states that in the latter part of May in the year 1879 he received information that his said brother and Copartner Joseph E. Cartzendorfner had left his home and place of business, and had been absent for several days. Your complainant upon receiving such information immediately repaired to the home and place of business of his said Copartner and upon an examination into the affairs of said Copartnership found that his said Copartner had been guilty of the grossest mismanagement of the affairs of the said Copartnership - that for some time previous he had largely overdrawn the amount due from the Commission merchants of said firm, and without the knowledge of your complainant had incurred liabilities far exceeding the assets of said firm and had studiously concealed all these transactions from your complainant, and your complainant found that the firm was insolvent and unable to meet their just and lawful indebtedness. Your complainant also discovered that the said Joseph E. Cartzendorfner had absconded and left the state of Maryland and in his flight had withdrawn from the hands of some of the Commission merchants money belonging to the firm and which ought to have been appropriated to the payment of its indebtedness.

Your complainant charges that his said Copartner Joseph E. Cartzendorfner has acted in such manner as to endanger and involve in financial ruin the entire property of the said firm, and inconsistent with his duties and obligations as a member of said Copartnership - and that unless the said Copartnership is dissolved your complainant believes and so charges may by his acts and doing still further involve said Copartnership to the damage and further loss of the creditors of the said firm.

To the end therefore that the said Joseph E. Cartzendorfner may answer the matters and things hereinbefore stated, the same as if they were herein again repeated and he was thereunto specially interrogated, and that the partnership existing between the said Joseph E. Cartzendorfner and your complainant may by this Court be declared dissolved and that a receiver or receivers may be appointed to take into his or their possession all the assets of the firm of J. E. Cartzendorfner & Bro property, books of accounts and credits belonging to said firm and apply the proceeds under the order and direction of this Court and that your complainant may have such other relief as the nature and equity of this case may require.

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Dec.

Exhib.

No 1