

No. 5886 Equity.

4.th That the interest of the said Albert Foreman in said real estate was merely nominal, he not having paid any thing on the same, because by the terms of said Copartnership he was not required to furnish any Capital to said firm, and that he now has even no nominal interest as is witnessed by his deed to the plaintiff a Certified Copy of which is filed herewith marked Exhibit No. 3, which deed has been taken merely to have said title clear, and convey no substantial interest to this plaintiff, and is only intended as a quit claim deed.

5.th That said Co-partnership lasted about two years and on the 26th day of May 1873 was dissolved by the mutual agreement of all parties thereto, and the said Leonard R. Waesche became the sole owner of the assets thereof, that by said dissolution and among other things, it was agreed that the said Leonard R. Waesche was to stand seized and possessed of the above mentioned real estate, all the other property and assets of said firm, including books of account, contracts and debts due said firm, and that he was to pay the indebtedness due by said firm and discharge all its contracts, and as between this Plaintiff and the said Leonard R. Waesche he was to pay to this plaintiff the sum of five thousand and eight hundred dollars, for his interest in said Co-partnership, and also all of its assets above mentioned, eight hundred dollars of which was to be paid Cash and was so paid, and the remaining five thousand dollars was to be secured by mortgage on said real estate.

6.th That there was no deed passed to said Leonard R. Waesche from said members of said firm for said real estate, because it was not deemed necessary, as the Mortgage to be Executed could show the facts in the matter by recitals, and the said Leonard R. Waesche was placed in sole possession of said property and all the other assets of said firm, as the sole owner thereof, and by virtue of the agreement above mentioned, both this plaintiff and said Foreman immediately withdrawing from said firm, and no longer claiming any interest in it or the property and assets aforesaid.

7.th That in the perfection of said agreement, on the 26th day of May in the year Eighteen hundred and seventy three, the said Leonard R. Waesche Executed his deed of Mortgage conveying said real estate to the Plaintiff in order to secure the payment of said indebtedness of five thousand dollars to the plaintiff, which mortgage is long since due, and in which there are certain recitals also showing how said real estate was treated and held by said copartners and were to be held by said Leonard R. Waesche after said dissolution, a certified copy of which mortgage is filed herewith marked Exhibit No. 4, to this Bill.

8.th That the said Mollie M. Waesche, the wife of the said Leonard R. Waesche is made a party to this Bill so that she may give her consent to the sale of the same clear of every supposed dower right she might have therein, and the wife of this plaintiff is willing that it be sold clear of any supposed dower right she might have therein when written consent

Exhibit No.