

labor and that of his son, and the use of his teams and trucks, during the whole period of the existence of said co-partnership; and your Complainant during the existence of said partnership has withdrawn no part of the Twenty-one Hundred and Twenty-one (\$2121) dollars, capital contributed advanced, and no part of the Three Hundred and Forty-nine dollars and Seventy-eight (\$349.78) cents advanced to said co-partnership and nothing for the use of said engine and saw mill, and nothing on account of his labor so furnished and use of teams and trucks and Complainant is not advised as to whether or not the said Defendant, Edgar L. Annan has withdrawn anything from said partnership funds, having been unable to procure possession of the pass book showing the state of said partnership account and being unable to get any advise in regard thereto from the Defendant, Edgar L. Annan.

And Complainant further avers that if the said Defendant, Edgar L. Annan contributed anything additional to the Twenty-one Hundred and Twenty-one (\$2,121) dollars for the use and benefit of the said co-partnership the same was done without knowledge on the part of this Complainant, nor has he any knowledge that said defendant Edgar L. Annan paid in the said sum of \$2121.

FOURTH: That the real estate hereinbefore mentioned, while the title thereto does not appear in the name of said partnership the same stands on the assessment books in the office of the Board of County Commissioners for Frederick County in the name of Hess & Company and the taxes thereon have been paid by said co-partnership.

FIFTH: That your Complainant is entirely without knowledge of the status of said co-partnership on account of reasons hereinbefore assigned, and has made many efforts to adjust said partnership business and affairs with the Defendant without avail, and on July 27th 1921 wrote the Defendant a letter requesting a settlement of said partnership affairs within Ten days from the date of said communication, and upon Defendant's refusal would take such steps as might be necessary to effect said settlement, a copy of said letter being filed herewith marked "Exhibit No. 3".

SIXTH: That said partnership having been terminated on the 5th day of February 1921, and Complainant having made ineffectual efforts to adjust said partnership affairs with the Defendant, Complainant is advised that he is entitled to envoke the aid and jurisdiction of your Honorable Court to protect said partnership estate and to have an accounting of the same, there being no creditors of said partnership as far as is known to Complainant save and except the several amounts due this Complainant.

TO THE END THEREFORE:

FIRST: That a Receiver may be appointed to take charge of all the partnership books and papers of account, goods and effects and to collect the debts due thereto, and to preserve or dispose of the same under the direction of this Court.

SECOND: That the real estate purchased by said partnership and paid with partnership funds, hereinbefore described, be decreed to be partnership property.

THIRD: That the said partnership may be declared to be dissolved and that an account of its business may be taken under the direction of this Court, and that its effects may be applied to the payment of its debts and liabilities, and the residue thereof distributed amongst its partners according to their respective rights.

FOURTH: That the said Edgar L. Annan and Andrew A. Horner and each of them may by injunction, be restrained from selling or disposing of any of the property or effects of said partnership, or collecting any debts due thereto, or contracting any debts whatsoever on account thereof, or intermeddling in any other manner with the business thereof.

FIFTH: That your Complainant may have such other and further relief as the nature of the case may require.

May it please your Honors to grant unto Complainant the writ of subpoena directed to