

To the Honorable, the Judges of said Court:

The Answer of the Defendant, Edgar L. Annan, respectfully shows to your Honors:

First, That he admits the allegations contained in the First and second paragraphs of the Bill of Complaint filed in the above entitled matter.

Second, That he admits the allegations contained in the Third paragraph of said Bill insofar as the same relates to the partnership account being kept at the Banking House of Annan, Horner & Co. and as an officer of said Company the pass book was left in his custody, he further admits that the Complainant signed the checks drawn against said partnership account, but denies the allegations that the Complainant paid any other money than the \$2121.00 for partnership purposes and avers that the Complainant for his personal benefit used partnership assets and collected from the sales of partnership property various sums of money that were never turned into the said fund, and the Defendant further avers that the Complainant has fully paid himself for all personal debts, services, materials, teams and trucks and all and everything by him furnished for the partnership uses. Answering further said paragraph the Defendant denies that he ever denied to the Complainant the possession of the pass book and avers that was always ready and willing to deliver it to him and has always been ready and willing to furnish him with any information concerning the affairs of the partnership.

Third, That he admits the allegations contained in the Fourth paragraph of said Bill.

Fourth, Answering the allegations contained in the Fifth paragraph of said Bill the Defendant denies he has done anything to hinder the closing of the partnership business and avers that he has tried to get a prompt winding up of the business but has been unable to effect any settlement with the Complainant.

Fifth, Answering the allegations contained in the Sixth paragraph of said Bill your respondent avers that the Complainant has given his note to the said Banking House of Annan, Horner & Co., for the sum of \$2121.00, to secure the loan advanced him to go into the partnership aforesaid, and that your respondent is likewise indebted for a like sum of money to the said firm of Annan, Horner & Co., for a like purpose, that the value of the property owned by said partnership is hardly in excess of the above debts.

Sixth, Your respondent agrees that an accounting should be had and the partnership assets distributed to the parties entitled by process as may be least expensive and most advantageous to all parties concerned.

E. L. Annan

State of Maryland, Frederick County, to-wit:-

I hereby certify that on this 13th day of September A. D. 1921, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County aforesaid, personally appeared Edgar L. Annan, and made oath in due form of law that the matters and things stated in the foregoing answer are true to the best of his knowledge, information and belief.

Alban M. Wood
JUSTICE OF THE PEACE.

Consent is hereby given for appointment of receivers as prayed.

Geo. R. Dennis, Jr.
Atty. for Respondent.

(Filed September 29 1921)

COURT'S ORDER APPOINTING RECEIVERS.

Walter L. Hess : No. 10430 Equity
vs. : In the Circuit Court for
Edgar L. Annan and : Frederick County.
Andrew A. Horner. :
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