

Gault, in pursuance of said agreement, engaged extensively and actively in said business of granite cutting, and continued therein under said agreement until the 1st of January, 1841, and did also after the expiration of said partnership by lapse of time, go on and complete divers jobs of work in said business, contracted for and commenced during the period of the existence of said partnership, and for which they received divers large sums of money. Particular business transactions of the firm are then specified, among others, the furnishing of wrought granite to the government of the United States, for the post office building erected by it, furnishing the granite and doing the granite work for a court house for York county, Pennsylvania, furnishing and setting up granite for the Mayor and City Council of Baltimore, and for various other persons, for which they received large sums of money, amounting to upwards of \$200,000, during the term of said partnership, or afterwards, on account of work done or commenced during the period of said partnership, and afterwards finished. That the whole of this sum has been retained by said Emory & Gault, and no part paid over to the complainant, although the sum of \$60,000 has been realised, as the clear net profits of the said firm during the existence of said partnership.

The bill then calls upon the defendants for a particular statement of their business and receipts of money, within the period from the first of January, 1838, and the 1st of January, 1841, and also, of all jobs of work commenced within said period, but not completed until after the expiration thereof, and of all sums received therefor, and prays that an account may be taken of all and singular, the sums of money received by said Emory & Gault, on account of said firm, and that such sum as upon such accounting may appear due to him, be decreed to be paid to the complainant, and for further relief.

The answer of Emory & Gault, filed on the 24th of September, 1846, admits the execution of the articles of copartnership mentioned in the bill, and that by virtue thereof, the complainant became a dormant partner in said firm, and so continued until about the 15th of March, 1839, when the partnership was