

dissolved, and a complete and final settlement of all the accounts and concerns thereof was made in the manner hereinafter described. The answer then states that the only inducement to defendants for admitting said Wood, (who never advanced any capital stock to said firm,) to become a partner with them, was a private agreement and understanding, that he, said Wood, would cause the firm of Wood & Co., who were engaged quarrying and selling rough granite from the quarries in Baltimore county, and of which firm Wood was a partner, to sell granite stone to the said firm of Emory and Gault, in preference to other stone cutters in Baltimore. That it was expected by all parties, when this copartnership was formed, that Wood would continue a member of the firm of Wood & Co., until the expiration of the term of three years; but that he so continued only until the 11th of March, 1839, when he sold to defendants, for an ample consideration, all his undivided estate and interest in said firm of Wood & Co. That it was well understood by said Wood, as well as these defendants, that this sale would determine and virtually dissolve the partnership between Wood and defendants, in the firm of Emory & Gault. That immediately after this sale, to wit, on or about the 16th of March, 1839, John B. Emory, one of these defendants, and said Wood, at the request of the latter, undertook the settlement of the said partnership, and examined all the accounts thereof, from its commencement to the 15th of March, 1839, and therefrom a balance sheet or statement (a copy of which is exhibited with the answer) of all the stock and debts and credits and cash of said firm was made out on that day, (16th March, 1839,) in the handwriting of said Emory, in the presence and by the assistance of said Wood. That soon after this balance sheet was made out, Wood removed to Richmond, and being again in Baltimore about the beginning of the month of May, 1839, he then made a final settlement of said partnership accounts, as follows, that is to say, on the 2d of said month of May, 1839, he executed with defendants certain articles of agreement, whereby he assigned to them his interest in the firm of Wood & Co., which he had