

a partnership with his son, William A. House, in a large lumber business, the father having a large capital, and the son but little; that the son was to have one-third of the profits, and the deceased two-thirds; that large profits were made from this business, but how much complainants cannot say, as they cannot get access to the books; that the deceased died on the 2d of January, 1848, and for more than a year previous had been insane and not capable of attending to business; that defendant has since had the sole management of the business, and has given no account to any of complainants of the condition of said concern, though often requested to do so, but on the contrary, and notwithstanding the dissolution of the firm by the death aforesaid, he has gone on and made purchases of lumber, for which he has given the notes of the firm, and mixed said lumber with the lumber of the firm; that since the death aforesaid, he has received more than \$10,000 of the money of the firm, and has only paid debts to about \$1900; that he has sold lumber of the firm, and rendered no account thereof, and has failed, on request, to make a settlement of the partnership affairs with the administrator aforesaid, and has refused to settle the same by arbitration, or to give security for the faithful disbursement of the partnership effects, and for payment of what, on settlement, he may owe, or to allow the books to be entrusted to an accountant, so that they may be settled; that in said books are many erroneous and improper entries made by him or his direction, many credits being entered to which he has no right, and many charges made against the deceased which are wrong; that he having charge of the cash of the firm, has charged the deficiencies in cash to profit and loss, and having control of the books, they have not been correctly balanced for years; that he has credited himself with profits, whilst he has given no corresponding credits to the deceased; that he has taken stock in incorporated companies in his own name, having paid for the same with the moneys of the concern, and not charged himself with such moneys; that the administrator aforesaid has applied to him for a balance-sheet of the business of the firm, which he has declined to give, the only