

ours and others by order of said partners the sum of Seven thousand five hundred and and Ninety ~~5~~<sup>65</sup> Dollars only making the sum of Six thousand and sixty nine ~~5~~<sup>25</sup> Dollars the plaintiff paid to the use of said firm more than he received back therefrom. That the said Emmanuel Woods paid in of his own money of money that he drew out of said partnership for purchase of horses & horses and to partners and others on account of said firm the sum of fifteen thousand nine hundred and thirty ~~5~~<sup>100</sup> and no more and that he drew out of said firm & co-partnership from time to time the sum of sixteen thousand Eight hundred and Eighty eight Dollars making the sum of Nine hundred and forty nine ~~88~~<sup>88</sup> Dollars the said Emmanuel Woods drew out of said Partnership and incurred more than he put in and that the items comprising the said account are in the possession and knowledge of said Woods and the plaintiff can not give an itemized account of the debts and credits of said Woods with said firm. That the said Daniel Railing in the name of said firm paid for the use thereof his own money and that he drew from the ~~use~~ of the the sum of \$442<sup>12</sup> and no more and that said Railing

is in the possession and hands of the said Edward Conner to his individual use & except the plaintiff's share of the said sum remain ing in the hands of the said Bush collector and the plaintiff further especially charges that while it was the agreement and contract that each of said partners were to furnish one equal  $\frac{1}{3}$  part of the capital that might be necessary for the carrying on said business yet the said Woods did not furnish  $\frac{1}{3}$  part of the said capital but on the contrary furnished \$2000 less than the plaintiff did and that the plaintiff was induced to furnish more capital than the said Wood on this wise that the said said Wood as one of said partners drew from time to time the proceeds of the sales of said horses from Philadelphia by draft and by express packages and otherwise some time or person from salesman and same time from Roiling and that from time to time as he came into the possession of the same the said Woods Conner had large sums of ~~of the same~~  $\$10000$  to his own use and falsely and fraudulently reported to this plaintiff that the said

Says I remained in the service of said Bush  
2 the Salaman an collector and thereby  
3 induced the plaintiff to advance further  
4 large sums of money to the use of  
5 said partnership to wit \$5000<sup>00</sup> in order  
6 as plaintiff supposed to keep up his share  
7 and  $\frac{1}{3}$  of the funds and money necessary  
8 to run said business which sum remained  
9 to the use of said firm for a long time to  
10 wit one year when in truth and in fact said  
11 Woods had received said partnership funds  
12 and was using the same in his private business  
13 and in keeping up his share of the Capital  
14 for carrying on said business and the  
15 plaintiff further expressly charges that  
although said the active and actual  
business of said partnership ceased on the 20th  
of August 1868 and the said Woods had  
reduced the sum large amount of the  
said partnership funds to possession  
and to his own use to wit three thousand  
Dollars more than he has paid out on  
account of said firm yet he the said  
Woods held the same for a long time  
to wit one year refusing to account with  
his co-partners for the same and that he  
still yet holds the sum of \$1000 - of said  
sum and still refuses to account with

his Co-partners for the same, and  
the plaintiff asks and demands  
Judgement that the said Woods  
and the said Railing be compelled  
to account with this plaintiff on the  
matters of the said Partnership and  
that the said Woods and Railing be  
each required to file with their answer  
to this Complaint an itemized ac-  
count of their accounts with the  
said Partnership business and that an  
account be taken between the plaintiff  
and defendants of all their Partnership  
business and that ~~the~~ <sup>there</sup> be a  
Receiver appointed to collect the said  
sum due from said Bush

and that he be directed how to distribute  
the same among the members of said  
firm, and further that the plaintiff have  
Judgement against said Woods for  
One Thousand Dollars, and that the  
plaintiff have such other further and  
General Relief as may appear just.

David Studebaker  
Atty for Plaintiff