under the Order of the Court to the parties entitled to the same according to the principles of Equity.

Your Orator further shewth unto your Honor that he justly apprehends that the partnership effects under the circumstances of the case unless speedily sold and disposed of to the very best advantage will not be sufficient to discharge all the partnership debts and liabilities and that it would be for the interest and advantage of all the parties concerned to have all the partnership property and effects of every description now owned and in any way belonging to your Orator and the said P. Fitzhugh as Copartners be speedily sold and the money the proceeds of sale brought into this Honorable Court for distribution upon just and equitable principles, which is also your Orator requires in this case and your Orator requires that an account shall be taken by and with of all the Copartnership business and that all the personal property and effects of every description remaining on hand shall be disposed of including all the iron which has been manufactured by the said P. Fitzhugh at said furnace since the dissolution of said partnership under and by virtue of the said Mortgage and agreement of the 21 of April 1858 subject to all just and legal hypothecations of said iron by the said P. Fitzhugh and that all questions in relation to the distribution of the money the proceeds of sale and the rights of Sophia Fitzhugh and Sarah Margaret Fitzhugh the wife of P. Fitzhugh to a participation of said purchase money are to be postponed until the case shall be submitted to the Auditor when they are to be fully considered and decided upon. In tender consideration whereof and for that your Orator is remediless in the premises by the strict rules of the Common Law wherein only in a Court of Equity where Matters of this Nature are properly cognizable To the End therefore that the said Peregrine Fitzhugh Sarah Margaret Fitzhugh his Wife and Sophia Fitzhugh may full true and direct answers make to all and singular the facts and charges in the case, May it please your Honor to appoint receivers or trustees by a decree of this Court to receive and take immediate charge of all the Partnership Books and papers of accounts goods chattels and effects in any way belonging to the said P. Fitzhugh and your Orator as Copartners and may it please your Honor to order and decree that the said Trustees when appointed shall collect all debts and claims due the said firm and sell and dispose of all the partnership property in such manner and upon such terms as may seem just and equitable and May it please your Honor to extend unto your Orator all such other and further relief in the premises as to your Honor may seem just and proper. May it please your Honor to grant unto your Orator the State of Maryland, Writ of Subpoena to be directed to the said Peregrine Fitzhugh Sarah Margaret Fitzhugh his Wife and Sophia Fitzhugh thereby commanded them to be and appear in this Honorable Court on some day specified and then and there to answer said Bill of Complaint and abide and perform such decree therein as to your Honor shall seem meet.

Jos M. Palmer
Sol. for Complainant.

Exhibit A No 1

Articles of Agreement had made and agreed on this 25 day of November

in the year 1856 by and between Peregrine Fitzhugh and Jacob M. Shunkee both of Frederick County State of Maryland

Whereas the said Peregrine Fitzhugh and Jacob M. Shunkee being joint owners of the Catoctin Iron Works and the lands thereto attached situate in the County and State aforesaid and also of the personal property described in the deed executed by said Peregrine Fitzhugh & Margaret Fitzhugh his Wife and Sophia Fitzhugh to said Shunkee bearing date the 25 day of November 1856 upon which real estate liens exist to the amount of twenty thousand where of ten thousand dollars is assumed by the said Peregrine Fitzhugh and the residue thereof by the said Jacob M. Shunkee now this day agree to enter partnership in the making and vending iron and in vending goods at the said Catoctin Works the said partnership to commence from the 21 day of November 1856 and to end in five years from the date upon the following terms and stipulations,

First That the said Peregrine Fitzhugh shall give his sole and exclusive attention to said business and in consideration thereof shall have and occupy free of rent or other charge the Mansion house at the Catoctin Works free from for his family stabling and pasturage for his horses cows and hogs and shall be entitled to purchase out of the Store for the use of himself and family at first cost such goods and groceries as he may need for the use of himself and family.

Second That the said Jacob M. Shunkee shall not be required to give his attention to said business but shall have equal right with the said Fitzhugh in the control thereof, and that in lieu of his personal attention he the said Shunkee will pay the Salary of the Clerk or Manager,

Third That the said business shall be conducted under the name style and firm of Fitzhugh and Shunkee and that all Notes and drafts drawn made or endorsed on account of the firm and for the purposes of the firm shall be in the name of Fitzhugh and Shunkee and that the name of the firm shall not be used for any other than partnership uses and that neither of said partners shall use the name of the firm as makers endorsers or drawers or acceptors for the accommodation or as sureties for other persons or for purposes not connected with the objects of the partnership and that no money belonging to said firm shall be lent without the consent of both.

Fourth That neither of said partners shall sell or credit any goods or merchandize belonging to the said firm to any person or persons after Notice in Writing from the other partner prohibiting such sale or credit and neither of said partners without the consent of the other shall release or compound any debt due to said firm, and that neither partner without the consent of the other partner shall sell or assign his share or interest in the joint property to any person or persons whatsoever,

Fifth That Neither partner shall without the consent of the other partner withdraw from the concern a larger sum than Seven hundred dollars quarterly which sum shall be charged to said partner and deducted from his share of the profits when divided as hereinafter provided and in case either partner shall with the assent of the other draw a larger sum than