

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

, PLAINTIFF

VS. CAUSE NO.

, Individually,
and , DEFENDANT

**MOTION FOR APPOINTMENT OF A SPECIAL MASTER/
RECEIVER TO DISSOLVE PARTNERSHIP, DISPOSE OF ASSETS
AND SETTLE ALL AFFAIRS AS TO ASSETS AND LIABILITIES**

COMES NOW Defendant/Counter plaintiff, , and files this motion for the appointment of a special master/receiver for the purpose of the dissolution of the partnership, disposition of assets, payment of liabilities, and settlement of partnership affairs, and in support thereof would show as follows:

1. On or about , , Plaintiff/counter Defendant and Defendant/Counter plaintiff orally agreed to form a partnership under the name of and for the purpose of . The partnership continued in operation until on or about , .
2. Since the dissolution, Plaintiff/Counter Defendant and Defendant/Counter plaintiff had been unable to agree on the disposition of the partnership assets, liabilities, and settlement of its affairs.
3. Pursuant to their agreement, Plaintiff/Counter Defendant and Defendant/Counter plaintiff opened an account at the Bank.
4. The parties agreed that all deposits and expenses would be paid from the partnership account, and subsequently that joint signatures would be required to disperse and proceeds. The Defendant/Counter plaintiff informed, believes, and thereon alleges that an accounting of the partnership assets held by Plaintiff/Counter Defendant would show that he/she has converted substantial sums of monies away from the partnership for Plaintiff Counter Defendant's own use and benefit without notice and disclosure to Defendant/Counter plaintiff.
5. Defendant/Counter plaintiff asserts that the Plaintiff/Counter Defendant will not properly remit Defendant/Counter Plaintiff's share of the partnership profits as they were realized, and that the assets of the partnership are in danger of being lost by the Plaintiff/Counter Defendant's failure to deposit partnership funds received and to pay creditors. Defendant/Counter plaintiff will thereby suffer irreparable loss and injury.
6. Defendant/Counter plaintiff is informed and believes and thereon alleges that Defendant has withheld at least approximately \$ due the partnership, a portion of which is

Defendant/Counter plaintiff's share of the profits from the partnership business. Defendant/Counter plaintiff has thereby damaged in such amount.

7. Defendant\Counter plaintiff, by reason of the foregoing, is entitled to have a special master/receiver appointed under the Mississippi Rules of Civil Procedure Rule 53, and Mississippi Code Annotated Section 79-12-1 et seq. to collect accounts receivable, disburse the funds so collected to pay partnership liabilities, take possession of and sell the partnership assets to pay the al liabilities thereof, and account for the return of partnership income diverted by Plaintiff/Counter Defendant, to make a proper accounting to this Court, and to remit to Plaintiff/Counter Defendant and Defendant/Counter plaintiff any amounts remaining after all liabilities and taxes have been paid.

WHEREFORE, PREMISES CONSIDERED, Defendant/Counter plaintiff respectfully requests that an order be entered appointing a special master/receiver to take control of the partnership business with the power to: dispose of the partnership assets and apply the proceeds towards the partnership obligations: to perform an accounting of the partnership business pursuant to MRCP Rule 53: and the dissolution of the partnership as provided by Miss. Code Ann. Section 79-12-1 et seq., and for costs of suit and such other relief at law or in equity as this Court deems just and proper.

RESPECTFULLY SUBMITTED this the day of , 20 .

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for

CERTIFICATE OF SERVICE

This is to certify that I, _____ Joiner, Attorney for Defendant, have this day mailed, by United States mail, postage prepaid, a true and correct copy of the above and foregoing APPOINTMENT OF A SPECIAL MASTER/RECEIVER TO DISSOLVE PARTNERSHIP, DISPOSE OF ASSETS, AND SETTLE ALL AFFAIRS AS TO ASSETS AND LIABILITIES to:

Dated this the _____ day of _____, 20____.