

partners, until the purposes for which it was acquired, have been accomplished.

But when all the claims against the partnership have been satisfied, the partnership account adjusted, and the object of the trust fulfilled, in a case where the partners have not, either by an express or implied agreement, indicated an intention to convert their lands into personal estate, no solid reason can be assigned, why the real estate should not be treated in a court of equity, as at law, according to its real nature, and consequently chargeable with the widow's dower.

The proposition thus announced will be found to be sustained, among other cases, by *Thornton vs. Dixon*, 3 Bro. C. R., 200; *Bell vs. Phym*, 7 Ves., 456; *Balmain vs. Shore*, 9 Ves. 508; *Cookson vs. Cookson*, 8 Simons C. R., 529, and by a very elaborate and able opinion, delivered by Chief Justice Shaw, in *Dyer vs. Clark*, 5 Medf., 562. In this case it appeared, that the real estate in controversy was purchased by the partners, with the partnership funds, for the use and convenience of the trade. On the death of Burleigh, one of the partners, his administrator sold his undivided moiety of the lands for the sum of fifteen hundred dollars. The firm was represented to be insolvent, unless the proceeds of the real estate, so sold by the administrator, should be applied to the liquidation of the partnership accounts. The prayer of the bill was, that the plaintiff might be allowed to retain the rents which had accrued since the decease of Burleigh, to be applied to the adjustment of the partnership accounts, and that the defendant might be restrained from paying the proceeds of the real estate to the individual creditors of Burleigh. The widow and heirs of the deceased partner also asserted their claims upon the fund.

In this case, in reference to the rights of the widow, the court say :

“That the right of the widow is not distinguishable from that of the creditors and heirs of the deceased partner. That as far as this estate was held in trust by her deceased husband, for the purposes of the partnership, she was not entitled to dower. For all beyond that, she was entitled, because he held it as real estate, unless she is barred by her release.”