

deed, as a mortgage, and decree a redemption of the property by the mortgagor, or solely for the purpose of paying the sum due. The case of *Brogden vs. Walker*, is a decisive authority upon this point, such a decree having been passed in that case, by the Chancellor, and affirmed upon full argument by the Court of Appeals.

The question therefore is, whether, in this case, the facts and circumstances are of sufficient strength, to justify the court in coming to the conclusion, that the deed in question, was intended as a mortgage, and not an absolute conveyance of the property, and upon a careful examination of the evidence, and deliberately considering the facts and circumstances attending the case, the character of the contract, the condition of the parties, I do not see how the conclusion can be escaped, that the instrument was designed to be a mortgage merely, and not an absolute conveyance.

There are, in this case, circumstances which repel the idea of sale, and there is, besides, direct evidence of a character so strong, that, in my judgment, no reasonable doubt can be entertained upon the subject. I shall, therefore, send this case to the Auditor, with directions to state an account between the parties, in the usual manner, and report the same to this court for its further order.

GEORGE H. WILLIAMS for Complainants.

| | | |
|--|---|------------------|
| CHARLES WOOD VS. CYRUS GAULT AND JOHN B. EMORY. | } | JULY TERM, 1850. |
|--|---|------------------|

[PARTNERSHIP—LIMITATIONS—STATED ACCOUNT.]

Though a partnership be formed by an agreement under seal, still, a dissolution actually made by the parties, though not under seal, before the period limited by the agreement for the continuance of the partnership, expires,