

PARTIES TO SUITS—*Continued.*

nership expires, will, in a Court of Equity, be held effectual as between the partners themselves, and as to third persons having notice thereof. *Wood vs. Gault & Emory, 433.*

8. It is essentially necessary, that the will of the parties, in reference to the dissolution, should be clearly expressed, and this is required in respect to all partnerships, whether for a limited period, or at will. *Ib.*
9. A partnership was formed on the 1st of January, 1838, by an agreement under seal, to continue for three years from date. On the 24th of June, 1846, a bill was filed by one of the partners, alleging that the partnership continued until the 1st of January, 1841, and after the expiration thereof, by lapse of time, the defendants, who were active partners, proceeded to complete divers jobs of work, contracted for, and commenced, during its continuance, for which they received large sums of money, and for which, among other matters, the bill prayed for an account. There was no proof to show when these sums of money were received, and the defendants failing to make out, by satisfactory proof, the dissolution of the partnership before the time limited by the agreement. **HELD—**

That as some of these sums of money may have been received within the period of three years before the filing of the bill, and might, therefore, have the effect of taking the whole account out of the statute, the plea of limitations was not a bar to the account prayed for by the bill. *Ib.*

10. The Washington Medical College of Baltimore executed on the 24th of July, 1835, a deed of trust conveying to certain trustees therein named, upon the trusts therein expressed, a leasehold interest in a lot of ground, in the city of Baltimore. The deed recites, "that towards erecting a building on said lot, the sum of \$50,000 has been agreed to be contributed by various persons, who are to be identified by being the owners of certificates therein described, and that said college has agreed with said persons to secure the reimbursement of their respective contributions, and the payments of the dividends arising thereon in the manner therein pointed out." The form of the certificate is then prescribed, each being for the sum "of \$60, part of said \$50,000, to be entitled to a dividend proportioned to its amount, when the same shall arise payable semi-annually, by the treasurer, for the time being of the college, said sum to be accepted by the party to whom the certificate is issued, or his assigns in discharge to that extent of said deed, and of his claim to the property thereby conveyed, when tendered at any time after the 4th of July, 1845, by the grantors or their assigns." The trusts are, 1st. That the grantor shall occupy and use the property, and receive the rents and profits thereof until sold, and disposed of as is therein provided. 2nd. That if the dividends on said certificates shall be in arrear and unpaid for one year, from the date thereof, then it shall be lawful for the grantees to sell the property, and out of the proceeds, pay and reimburse the owners of said certificates the full amount of the principal moneys mentioned in