

continuance impracticable, it must be then terminated; and the only remedy of him who wished its continuance, is upon the contract for a compensation in damages for the injury he has hereby sustained. *Skinner v. Dayton*, 19 *John*. 538. A partnership for a definite period may be determined before the specified time has elapsed, either by the act of God, as by the death or the habitual mental insanity of one of the partners; or of the government, as by a declaration of war between the countries of the parties; *Griswold v. Waddington*, 15 *John*. 57; or it may be terminated by the misfortune, or by the illegal or fraudulent conduct of a partner, as by his insolvency or bankruptcy. The partnership is held to be thus absolutely terminated; because it is deemed unjust, that the surviving or solvent partner should have a stranger intruded upon him in place of him in whom he had confided, and with whom he had, therefore, associated himself; and also, because it would be in a great degree or altogether impracticable to continue the partnership after such an event, upon the terms on which it was originally formed. *Collyer Part.* 58; *Marquand v. The New York Manufacturing Company*, 17 *John*. 525.

Here the association, constituted of Richard Caton, John Gibson and others, have virtually refused to continue the partnership they had formed with Lechleitner and Troost any longer, by transferring all their estate to a newly erected body called the Cape Sable Company; and by taking upon themselves the capacities of that body politic they have virtually and effectually cast off all connexion with their former partners Lechleitner and Troost. *Bethel Church v. Donnorn*, 1 *Desau*. 154. By an express provision of the Act of incorporation, by which they have \*been clothed with this new capacity, it is declared, that nothing therein contained **675** should exempt any member, or members of the company from any liability in his, her, or their individual capacity for or on account of any contract or contracts theretofore made.

Hence it is manifest, that their liabilities in their mutual capacities, as the association of Richard Caton, John Gibson and others, were to be in no way impaired, or in any manner blended with those of their new and artificial one called the Cape Sable Company. The two being absolutely distinct, and being intended to be kept entirely so. The contracts of the association separately or of the association together with their partners Lechleitner and Troost, could have, of themselves, no connexion whatever with those of the Cape Sable Company. 1 *Fonb. Eq.* 308; *Dance v. Girdler*, 1 *New Rep.* 35. And besides this body politic, as a new and artificial stranger, could not be intruded upon Lechleitner and Troost as a partner in place of the association of Richard Caton, John Gibson and others, with whom they had connected themselves. It is not only an artificial stranger to the partnership