

[On the 15th of January, 1830, Ann B. W. Hayes, who has since intermarried with Joseph Goodburn, filed her bill in this court, stating, that on the 9th of December, 1824, she intermarried with Samuel Hayes, who, on the 20th of May, 1825, died intestate, without issue, possessed of 47-100ths of a manufacturing establishment in Cecil county, called Elk Forge, consisting of several thousand acres of land, with the various buildings thereon, on Big Elk Creek, and land and valuable personal property on Little Elk Creek, and in the states of Delaware and Virginia; that the business of the firm in which the property, both real and personal, was employed, had been carried on for many years in the name of Samuel Hayes & Co.; said firm at the death of Hayes, consisting of himself, Samuel Stevens and wife, Maria Rudolph, Thomas Hayes, Elizabeth B. Hayes, Robert M. Hayes, and Geo. Hayes; of whom, all except Samuel Stevens and wife, were his heirs and representatives, as were also the complainant and Henry M. Hayes, the latter of whom, sold his interest in 1827, to the other surviving partners, except Stevens and wife; that Samuel Hayes, acquired 25-100ths of his interest, by purchase from William Seale, to whom he mortgaged the same to secure the payment of the purchase money, of which there was due at his death, \$5000; that his other debts amounted to about \$700, and his property, independent of his partnership interest, was only worth about \$500; that at his death, the debts due the firm exceeded those owed by it, and, that there were large profits for division. That failing in her repeated efforts to obtain an allowance of her interest, the complainant, on the 26th September, 1825, took out letters of administration on her deceased husband's estate, since which time, she had frequently tried, without success, to obtain a settlement with the surviving partners; that the latter continued to conduct the business of the establishment under the same name, with James Jackson, as manager; that they had made extensive improvements, and, as complainant believed, with the profits of the partnership; and, that they had divided amongst themselves annually, a sum exceeding \$3000, whilst complainant had not received