by death puts an end to the partnership, from the time of the occurrence of that event. It completely puts an end to the power and authority of the surviving partners, to carry on for the future, the partnership trade or business. It is, therefore, the duty of the surviving partners, to cease altogether from carrying on the trade or business thereof; and if they act otherwise, and continue the trade or business, it is at their own risk, and they will be liable, at the option of the representatives of the deceased partner, to account for the profits made thereby, or to be charged with the interest upon the deceased partner's share of the surplus, besides bearing all the losses." The rule is also correctly given in a late treatise on the subject. *Cary*, 117.

The author says, "where the surviving partners continue the business, employing in it the share belonging to the representative of the deceased partner, and no express direction has been given by the deceased, relative to the continuance of the business, the party entitled to the share of the deceased, is at liberty to choose, either to receive the legal interest on the capital so employed, or to take the profits that have arisen from the use of such capital; and in order to enable a party so interested to determine his choice, a decree will be passed directing an inquiry, whether the account of interest or profits will be most advantageous; but unless under particular circumstances, the party having the choice, cannot elect the interest for one period, and the profits for another, but must elect to take one or the other, for the whole period."

In *Crawshay* against *Collins*, 15 *Ves.*, 227, Lord Eldon said, "If the surviving partners do not think proper to settle with the executor and put an end to the concern, but to make that which is in equity the joint property of the deceased and them, the foundation of increased profit, they must be understood to proceed on the principle which regulated the property before the death of their partner."

The same doctrine is declared and illustrated in the cases of *Brown* vs. *Brown*, 1 *P. W.*, 140; *Hammond* vs. *Douglas*, 5 *Ves.*, 539; *Ex-Parte Ruffin*, 6 *Ves.*, 119; *Brown* vs. *De Tasht*, 1 *Jacob*, 295. *Heathcote* vs. *Hulme*, 1 *Jac. & Walk.*, 122, and is too firmly established to be questioned.