

The evidence shows that the property of the partnership was worth quite as much at the death of Hayes in 1825, as when the sales were made, although expensive improvements were made out of the profits after his death, and the accumulation of interest, therefore, upon those bonds, would be a clear loss to the estate of Hayes, if the burden must be borne by his personal estate. The surviving partner might, and ought, upon his death, to have sold the property and divided the proceeds among the parties entitled, according to their respective interests, and in that event, the estate of Hayes would have had to pay only the amount due at that time. But, by keeping it, and carrying on the business, they suffered a large amount of interest to accrue, which if not paid by them, must be paid by the estate of Hayes, without any corresponding advantage in the appreciation of the property. This, it seems to me, ought not to be allowed. According to all the authorities, the surviving partners have no right to expose the estate of the deceased partner to the vicissitudes of the business, without the consent of the persons interested in his estate.

The interest, therefore, upon these bonds to Seal, from the death of Hayes until the property was sold, must be paid out of the profits, or out of the defendant's proportion of the proceeds of the real estate bought of him.

With regard to the bond to Rachel Bryant, (from Samuel Hayes, which was paid by certain of the defendants, and assigned to them,) it is, I think, barred by limitations, and cannot be set up as against the complainants.

Several sums are allowed the trustee in statement G. No. 14, which, I think, are not properly chargeable against the proceeds of the sales.

His own personal expenses, and the travelling expenses of other persons, and for clover seed, and other matters connected with the cultivation of the land, cannot be allowed. Nor can he be allowed for sums paid R. M. Hayes, nor for postages; but I see no objection to an allowance for counsel fees, which are admitted to be reasonable.

The complainants' 8th exception, (to the deduction from her claim, of that proportion of the costs incurred in the cause, and