

manifestly fraudulent, this curator and trustee could do nothing, bring no suits, take no steps to recover this, and bring it into a division among the creditors.

The right of the trustee to file such a bill as the present, is maintained by the case of *Riggs vs. Murray*, 2 Johns. Ch. Rep., 565, and is believed to have been decided by the Court of Appeals of this State, in the case of *Gatchell, permanent trustee vs. Uhler and Bruner*, not reported, and in *Winn and Ross vs. Albert and Wife*.

I am of opinion, therefore, that the present bill may be maintained; and considering, for the reasons which have been stated, that the deed and bill of sale are void, as against creditors, a decree will be passed to that effect, when the property will be vested in the complainant as permanent trustee of Spindler, to be by him administered in insolvency.

The complainant having waived the residue of his prayer for relief, no opinion is expressed in relation thereto.

[An appeal was taken from this decree, which is still depending.]

PHILIP BALTZELL,
SURVIVING PARTNER OF
THOMAS BALTZELL
vs.
ANN TRUMP, EXECUTRIX OF
WILLIAM B. TRUMP.

MARCH TERM, 1850.

[CONSTRUCTION OF PARTNERSHIP AGREEMENT.]

By one of the articles of a partnership agreement, a partner bound himself, "not to take out of the business, or stock in trade," of the partnership, "more than seven hundred dollars per annum, in goods or money, or both."

Held—

That this article could not be construed as an agreement, that this partner should have a salary of seven hundred dollars, in consideration of his giving his attention to the business of the firm.

That by this article he was restricted from taking more than seven hundred dollars, but he might take less, and if he should take less, he would not be entitled to have the difference made up, upon the expiration of the partnership.