

THE CHANCELLOR :

Although the answer in this case, which was filed by William B. Trump, in his lifetime, resists the complainant's title to the relief prayed by the bill, upon the ground that he, Trump, was to be allowed the sum of seven hundred dollars per annum for his services, out of the joint effects of the firm, as a part of the expense of conducting its business, I do not understand it to be strongly insisted that the articles of copartnership bear that interpretation; and it appears to me to be totally unwarranted by any one of the stipulations of that agreement, or of the whole taken together.

As there was to be no division of the profits during the continuance of the partnership, and as it may be fairly presumed from the proceedings that Trump would have been without means to defray his own personal expenses, unless some stipulation had been introduced to authorize him to take something out of the firm, the fifth article was inserted.

The theory of the answer is, that this article entitled Trump to take from the firm the sum of seven hundred dollars per annum, as a part of the expense of carrying on its operations—that it was the agreement of the parties, that in addition to his share of the profits, he should have a salary of seven hundred dollars, in consideration of his giving his undivided personal attention to the business of the firm.

If such was really the contract of the parties, it certainly seems strange that their meaning was not expressed in clearer terms; and still more extraordinary, that, if a fixed compensation had been designed, the article should have declared he should not take *more* than the given sum. Can it be reasonably contended, that if Mr. Trump, during the three years, had withdrawn *less* than seven hundred dollars per annum, he would have been entitled, upon the termination of the partnership, to have taken out a sum equal to the difference between the amount so withdrawn by him and the annual compensation which he now claims? The language of the contract is, that he shall not take *more* than seven hundred dollars, but surely he might take *less*; and there is nothing in any part