

of the instrument which gives color to the idea, that if he should take less, the difference should be made up to him upon the expiration of the partnership.

It may also be observed, that the view here taken of this contract entirely conforms with what seems to have been the construction put upon it by Mr. Trump, until the entry was made in the books on the 1st of February, 1838, but eight days before the agreement dissolving the partnership was executed.

The agreement was, that every article properly chargeable to the expense account, should be charged as it accrued, and it is certainly fair to suppose, that if Mr. Trump had considered that the sums and goods taken out by him were to be placed to that account, he would have caused the proper entries to be made, from time to time, as was done with respect to the other expenses attending the prosecution of the business.

I do not deem it necessary to refer particularly to the parol evidence, and will simply observe, that I am satisfied from it, that when the agreement dissolving the partnership was made, the Baltzell's did not know of the entry of the 1st of February, 1838, and, therefore, they are not to be presumed to have sanctioned it, either by acquiescence, or by positive approbation.

I do not find in the stipulations of the agreement, by which this partnership was dissolved, anything which, by reasonable construction, can absolve the estate of Trump from the payment of the sum claimed by this bill.

In consideration of the sum of \$15,550, stipulated to be paid by the Messrs. Baltzell to Trump, and which it is conceded has been paid, and that they should assume to pay all claims against the firm, and there is no pretence that they have not faithfully performed this stipulation; Trump agreed, on his part, and did, by the terms of said agreement, "assign, transfer and deliver to them, all his right to and interest in all accounts, notes, bonds, mortgages, and judgments, or claims in any other form whatever, belonging to or due the firm of William B. Trump & Co., be the same more or less."

There are other provisions transferring to the Baltzells the stock of goods on hand, and the cash, be the same more or less.