

transfer to the Baltzells all claims due to the firm, and all merchandise and cash on hand; and upon his doing so, they agreed to renounce any claim against him which his failure to perform his contract would have given rise to. But the complaint they now make is, that he did not perform his contract—that there existed upon the books of the firm an account against himself for a large sum of money, which, by the express terms of the contract dissolving the partnership, was to have been assigned to the Baltzells. But that instead of doing this, he, Trump, without their knowledge, and without any authority to be found in the articles of copartnership, extinguished this claim by an arbitrary entry in the books. Assuming this to be the case, (and it appears to me to be impossible to contend that the contract which gave rise to the partnership justified the entry,) and then it follows that Trump did not fulfill his engagement to assign over to the Baltzells all claims due to the firm; and, therefore, there is no pretence for saying that he may shelter himself under the stipulation by which the parties reciprocally renounced demands against each other, since that renunciation was only to take effect upon the performance by each of all the terms of the contract on his part. If this account against Mr. Trump on the books of the firm was a claim due it, it passed to the Messrs. Baltzells by the express terms of the contract; and an entry in the books made by the former, wholly unauthorized by the articles of copartnership, cannot extinguish or impair their rights, nor can they be impaired by the contract of dissolution, of which that very entry was a violation on the part of Trump.

My opinion, therefore, is, that the complainant is entitled to the relief sought by his bill; and as the sum claimed is specific, and an agreement has been filed admitting assets, there can be no necessity for sending the case to the auditor for an account.

The bill claims the sum of \$2100, with interest from the date of the dissolution of the partnership, on the 9th of February, 1838, but I think I shall be doing justice by giving interest from the day the bill was filed, on the 24th of June, 1841, and shall so decree.