will, in a court of equity, be held effectual as between the partners themselves, and as to third persons having notice thereof.

It is essentially necessary that the will of the parties, in reference to the dissolution should be clearly expressed, and this is required in respect to all partnerships, whether for a limited period, or at will.

A partnership was formed on the 1st of January, 1838, by an agreement under seal, to continue for three years, from that date. On the 24th of June, 1846, a bill was filed by one of the partners, alleging that the partnership continued until the 1st of January, 1841, and after the expiration thereof, by lapse of time, the defendants, who were the active partners, proceeded to complete divers jobs of work, contracted for and commenced, during its continuance, for which they received large sums of money, and for which among other matters, the bill prayed for an account. There was no proof to show when these sums of money were received, and the defendants, failing to make out, by satisfactory proof, the dissolution of the partnership before the time limited by the agreement, it was HELD—

That as some of these sums of money may have been received within the period of three years before the filing of the bill, and might, therefore, have the effect of taking the whole account out of the statute, the plea of limitations was not a bar to the account prayed for by the bill.

A party who pleads a stated account must show that it was in writing, and likewise the balance in writing, or at least set forth what the balance was, but he need not show that it was signed by the parties, as acquiescence in it without objection, for a length of time, will render it a stated account.

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[The bill in this case was filed on the 24th of June, 1846, and alleges that a partnership was formed on the 1st of January, 1838, by the following agreement, a copy of which is exhibited with the bill. "*Whereas*, it is this day agreed by and between Charles Wood, Cyrus Gault and John B. Emory, all of the city of Baltimore, to become joint partners in the granite cutting business, which said partners do agree and bind themselves to the following regulations, that is to say:

"*Art.* 1st. The name and style of the said firm shall be known by the name of Emory & Gault.

"*Art.* 2d. The business of said firm shall be extended to the purchasing of all kinds of granite stone, and having the same wrought, selling and delivering the same, setting up granite work, in all its various ways, and the purchasing other kinds of stone suitable for curb or flagging stone, and all work usually done in granite stone yards.

"*Art.* 3d. There shall be kept at all times, by one of the firm,