

sold to them as aforesaid on the 11th of March, preceding. And on the 4th of said month of May, defendants, in order to effect a final settlement with said Wood, agreed to allow and pay him, in addition to the sums they had already advanced him, in full satisfaction of all his interest in said firm, and of all profits which might thereafter arise upon the contract with the commissioners of York county, then unexecuted, and in suspense, the sum of \$250. And these defendants accordingly executed and delivered to him, their promissory note for that sum, dated the 4th of May, 1839, and payable in ninety days, to said Wood or order, which he received and accepted in full of his interest in said partnership, including all the profits that might be thereafter realized from said contract with said commissioners, as well as all other contracts and business which they might thereafter transact. That Wood indorsed and passed away the said note, which was paid at its maturity, by the defendants, in some bank in Baltimore. That defendants having full confidence in said Wood, did not require him to sign any release, receipt, or instrument of writing, as evidence of said settlement, nor did they draw up, in writing, or publish any dissolution of said partnership, but aver that said note was given by them and accepted by Wood, as a full consideration for all his interest in said partnership, which was then dissolved and finally settled and closed up. And they rely upon such dissolution as a complete bar to all the relief prayed in the bill.

The answer then denies the amount of receipts for work, &c., as charged in the bill, and avers that the whole amount received by them for all their work, &c., within said term of three years, would not amount to or exceed the sum of \$50,000, and that the amount of net profits received within that period, was very little, if any. The statute of limitations is then pleaded and relied upon as a bar to the relief prayed in the bill.

The testimony taken under the commission is sufficiently stated in the opinion.]