

show, by satisfactory proofs, that the will of these parties that their connection as partners should be dissolved before the period limited, was clearly expressed.

In my opinion, they have not done so. The evidence of Matthew G. Emory is inexplicit, and believing it all to be true, (and I see no reason to discredit him,) it by no means establishes, with distinctness, a clear agreement to dissolve the partnership. Nor is there any thing in the circumstances and facts offered in the case, necessarily, or perhaps even plausibly, conducing to that conclusion. The balance sheet relied upon by the defendants, so far from showing the plaintiff a creditor of the firm, or entitled to any thing on account of profits, shows the reverse; and yet on the 4th of May, 1839, the defendants gave him their note for \$250. It is true, the witness before referred to says, that John B. Emory, one of the defendants, gave up to the complainant, the amount of his indebtedness to the firm, and also said note, as a final settlement, and for the dissolution of the partnership; and that complainant was much pleased, at the manner in which it was settled, and so expressed himself to the witness. It is quite probable that there was a settlement of accounts between the parties at that time, of some sort; and the witness may be under the impression that the debt due from complainant to the firm according to the balance sheet and the note, were given as a final settlement, and for the dissolution of the partnership, but he does not say he heard the complainant say so, and, therefore, giving him credit for veracity, and conceding his memory to be perfect, after a lapse of ten years, (which may admit of a doubt,) and still we are not furnished with that sort of clear evidence of the intention of the partners to dissolve their partnership which the law requires. Certainly, ordinary prudence all round, would have prompted the parties, either to reduce their agreement to writing, or to have more satisfactory evidence of it, than was afforded by the casual presence of a young man in their employment, whose statement of what did take place, is rather inference and deduction than positive assertion.

Assuming, then, that a final settlement of accounts, and dissolution of the partnerships have not been clearly made out, and