

Assuming that the contributors and the corporation can be regarded as partners, still E. G., who is only a judgment creditor of one of the partners, cannot be preferred to the contributors who are creditors of the partnership for advances made to it.

The sale, under the *fi. fa.* could only transfer the interest of the corporation, at the date of the judgment, and would be subject to all judgments, liens and outstanding equities existing against it, anterior to that time.

The excess of one partner's advances over those of the other, constitutes a preferred claim upon the partnership property, or its proceeds, as against the individual creditors of the bankrupt partner.

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[The bill was filed on the 24th of May, 1843, by the complainants, in behalf of themselves and all others interested under a deed of trust therein mentioned; and states that the corporate body then styled the Washington Medical College of Baltimore, but now, (by virtue of the act of 1838, ch. 138,) styled the Washington University of Baltimore, did, by a deed, dated 24th of July, 1835, convey to the complainants, Conkling, Frasier, Corner and Mayer, the leasehold piece of ground therein described, in trust to secure payment of dividends and principal to those who should advance to said corporate body sums of money, part of a proposed sum of \$50,000, towards erecting a building, the Washington Medical College of Baltimore, on said ground; said persons to be identified by holding certificates of indebtedness of said corporate body, in form as specified in said deed. That the contemplated building was to be used by said corporate body as a college for medical instruction, and as a hospital and lunatic asylum. That the complainants, with the exception of Mayer, contributed sums to the amount of \$30,000, within the terms of said deed of trust, with which, and the contributions of others, a building as aforesaid was erected on said piece of ground, which was used by said corporate body, from its completion, for at least seven years, and until the sale hereinafter mentioned, for the medical instruction aforesaid, and as a hospital and lunatic asylum, during which period, said corporate body derived from said building, and such use thereof, large issues and profits, from which dividends, within the purport and intent of said deed of trust, should have been paid to the complainants upon their advances, but that no such dividends have