of the partners, to wit, the corporation, against whom alone, the judgment under which he purchased was rendered.

As decided by the Court of Appeals in the case of *Richardson* vs. *Stillinger*, 12 *Gill and Johns.*, 477, 483, the seizure and sale could only transfer the interest of the defendant, the corporation, at the date of the judgment, and would be subject to all judgments, liens, and outstanding equities existing against him anterior to that time. The claim of Dr. Jennings, upon which this judgment was rendered, and under which Green purchased, was a claim against the corporation alone, and it would therefore seem to follow, that even if the contributors and the corporation can be regarded as partners, that still, as against them, they being creditors of the partnership for advances made to it, Green would not be entitled to be preferred, and especially so as Jennings, under whom he claims, had actual, as well as constructive, notice of the deed of trust. 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, and as in this case, the corporation is conceded to be bankrupt, its individual creditors must give way to the partner who made the advances. *Pierce* vs. *Tiernan et al.*, 10 *Gill & Johns.*, 253.

Upon the whole, I am of opinion that these plaintiffs are entitled to a decree for a sale, and will so decree, the money to be distributed among the parties according to the views herein expressed. If any portion of the claim of Dr. Jennings is for advances, which will put him, or his assignee, Green, on a footing of equality in the contribution with the plaintiffs, he will be allowed to come in with them, and his rights, in that respect, will be reserved.

CHARLES F. MAYER and JOHN NELSON for Complainants.

J. MASON CAMPBELL, JOHN GLENN and THOMAS G. PRATT for Defendants.