

other manner ascertaining the amount, quantity, or value of the partnership effects. That the defendant has no property; except his interest in those co-partnerships; and his conduct had been such as to hazard the interests of those joint concerns, and was calculated to injure the estate of the plaintiff's intestate, and to expose it to loss and waste; and that the defendant's selling the partnership property and effects at retail was improper, because it should be sold at public sale.

The bill then prayed for an account; the plaintiff thereby offering to admit the defendant as a creditor of the estate of his intestate for whatever might appear to be due to him from those joint concerns; for general relief; and for an injunction commanding the defendant to refrain and surcease from selling the goods, property, and effects belonging to either of the co-partnerships, and also from collecting and receiving any of the debts due and owing thereto, &c.

On the same day the defendant put in his answer, in which he admitted, that the two partnerships had been formed and carried on; and were largely indebted as stated: that the goods which came to his possession as surviving partner, and were then on hand, would amount, if sold at retail upon short credit, to about \$2,000; but, if forced into market, and sold at auction for cash, would not command any price near their original cost. That without great care and diligence in winding up the two joint concerns, their effects would not be sufficient to meet the claims against them: that the stock of goods on hand was the only effectual means which the defendant had, to meet the urgent demands made against him as surviving partner; that, since the death of the plaintiff's intestate, this defendant had disposed of a part of the joint effects in the best possible manner, and applied the proceeds in satisfaction of the claims against them. That he had in all things done his best to preserve the interests of the two partnerships; and the plaintiff's allegations, that he had put those interests at hazard, and had no other property, were false. That this defendant was never requested by the plaintiff to furnish him with a statement of the transactions of the firms; on the contrary, the plaintiff had always had free access to the books of the concerns, and the defendant had always been ready and willing to give any information on the subject within his power; that an inventory of the goods on hand had been taken a short time before the death of the plaintiff's intestate, and the amount par-