

principles. The general authority of a partner, for example, derived from his relation to his copartners, does not empower him to seal an instrument for them, so as to make it binding upon them without their assent and against their will. This is the fair import of the modern cases, and is, I apprehend, the principle courts are disposed to apply to the use of a seal in joint contracts for copartnership purposes. An absent partner is not bound by a deed executed for him by his copartners, without his previous authority or permission, or his subsequent assent and adoption. But the previous authority or permission of one partner to another to seal for him, or his subsequent adoption of the seal as his own, will impart efficacy to the instrument as his deed; and that previous authority or subsequent adoption may be by parol. These are the results which I deduce from the judicial decisions, especially those of our own courts on the subject; and, if I am correct in my deduction, the conclusion must be favourable to the validity of this charter party as the deed of both the partners.* Thus it has been held that an attachment bond signed and sealed by one partner in the firm name, and authorized or ratified by parol, is valid.† In Alabama, however, a deed by one partner in the firm-name, conveys only his interest, though subsequently the other partners orally assent.‡

III. *Previous Assent or Subsequent Ratification.*—The result of an examination of the cases undoubtedly is, that the great weight of authority, in this country, is to the effect that, while one partner cannot bind his associates by deed by virtue of the contract of partnership, yet where he executes a sealed instrument in the name of the firm, under a prior verbal authority, or subsequent verbal ratification, it is binding on the firm,§ and that the assent of the other partner, or partners, may be implied from circumstances.||

But the previous authorization or assent, or the subsequent ratification, must be proved by him who seeks to enforce the instrument against the other partner,¶

* See, also, to the effect that the authorization may be by parol, *Grady v. Robinson*, 28 Ala. 289; *Herbert v. Hanrick*, 16 Ala. 581; *Drumwright v. Philpot*, 16 Ga. 424; *Haynes v. Seachrest*, 13 Iowa, 455; *Pike v. Bacon*, 20 Me. 280; *Cady v. Sheperd*, 11 Pick. (Mass.) 400; *Clement v. Brush*, 3 Johns. (N. Y.) Cas. 180; *Swan v. Stedman*, 4 Metc. (Mass.) 548; *Fox v. Norton*, 9 Mich. 207; *Gwinn v. Booker*, 24 Mo. 290; *Smith v. Kerr*, 3 N. Y. 144; *Bond v. Atkins*, 6 Watts & S. (Pa.) 165; *Johns. v. Rattin*, 30 Pa. St. 84; *Lowery v. Drew*, 18 Tex. 786; *Wilson v. Hunter*, 14 Wis. 683.

† *Jeffreys v. Coleman*, 20 Fla. 536.

‡ *Bumson v. Morgan*, 76 Ala. 593.

§ *Grady v. Robinson*, 23 Ala. 289; *Herbert v. Hanrick*, 16 Ala. 581; *Gibson v. Wardon*, 14 Wall. (U. S.) 244; *Drumwright v. Philpot*, 16 Ga. 424; *Haynes v. Seachrest*, 13 Iowa, 455; *Ely v. Hair*, 16 B. Mon. (Ky.) 230; *Pike*

v. Bacon, 20 Me. 280; *Cady v. Sheperd*, 11 Pick. (Mass.) 400; *Clement v. Brush*, 3 Johns. (N. Y.) Cas. 180; *Swan v. Stedman*, 4 Metc. (Mass.) 548; *Fox v. Norton*, 9 Mich. 207; *Gwinn v. Booker*, 24 Mo. 290; *Smith v. Kerr*, 3 N. Y. 144; *Bond v. Atkins*, 6 Watts & S. (Pa.) 165; *Johns. v. Rattin*, 30 Pa. St. 84; *Lowery v. Drew*, 18 Tex. 786; *Wilson v. Hunter*, 14 Wis. 683.

|| *Person v. Carter*, 3 Murph. (N. C.) 321; *Layton v. Hastings*, 2 Harr. (Del.) 147; *Doe v. Tupper*, 4 Sm. & M. (Miss.) 261; *Morse v. Bellows*, 7 N. H. 549; *Lucas v. Saunders*, 1 McMull. (S. C.) 311; *Lee v. Onstott*, 1 Ark. 206; *Montgomery v. Boon*, 2 B. Mon. (Ky.) 244; *M'Cart. v. Lewis*, *Id.* 267; *Cummings v. Carslyle*, 5 *Id.* 47; *Bentrin v. Zierlien*, 4 Mo. 417; *Turbeville v. Ryan*, 1 Humph. (Tenn.) 113.

¶ *Shirley v. Fearn*, 33 Miss. 653.