

Michael Peters shall furnish all necessary capital for the carrying on of the said business until the same becomes a paying concern, and shall pay to the said Donald Cameron \$900 in cash on the execution of this indenture; and the said Donald Cameron, in consideration thereof, shall teach and instruct the said Michael Peters, to the best of his ability and at all times during working hours, in the manufacture of the said shoe and leather dressing, and generally in the said trade and business."

This provision brings this co-partnership under the class of partnerships where one partner contributes all the capital necessary for the business, and the other contributes his labour and skill. And on a dissolution of such a partnership the partner who has contributed the money or property which has formed the capital of the firm, is entitled, after payment of the debts of the co-partnership, and an adjustment of the accounts of the partners inter se, to be repaid the amount of money or value of the property he has contributed to such capital. And he is entitled to this re-payment before any division of profits. The partner who has contributed his labour or skill can only claim as his compensation a share in the profits which the co-partnership has earned during the term of the partnership.

Another clause in the said co-partnership articles is as follows: "3. That all losses and expenses of the said co-partnership shall be borne and paid equally by the said co-partners."

This clause must be construed as subject to the terms of the preceding clause, which provides that the defendant is to "furnish all necessary capital for the carrying on of the said business until the same becomes a paying concern." But until the liabilities—"losses and expenses"—of the said co-partnership are ascertained, and the assets are realized, it may not be necessary to construe or apply this clause further. But in order that the co-partnership assets shall be properly administered a notice to creditors must issue in the ordinary form.

But on the covenant by the defendant that he "shall pay to the said Donald Cameron \$900 in cash on the execution of this indenture, and the said Donald Cameron in consideration thereof shall teach and instruct the said Michael Peters, to the best of his ability and at all times during working hours, in the manufacture of the shoe and leather