ners. In neither case does it follow from the absence of authority one way or the other that no such right of contribution exists.

The right to relief and the manner in which it may be enforced in cases where there is an admitted liability, as upon a promissory note of the firm held by one partner, may be considered as now well settled as the result of decisions or statutory provisions, to which it is unnecessary to make special reference.

But the argument is that, although acts or omissions out of which the claim arises may be said to be the acts or omissions of the firm as a whole while in the ordinary course of the business through its ordinary agents and employees, and although the resultant injury is occasioned to or falls upon one partner in his individual capacity, yet, because he is a partner, he cannot be allowed to separate himself from the firm and hold it responsible for the damage he sustained.

I have referred to the limited rights of management or control possessed by the plaintiff, and all those members not constituting the board of management, over the conduct of the business. And, beyond question, he was not actively taking part as one of the firm in overseeing or directing the operations of the outfit while threshing at his place. Save in so far as against third persons he was bound by the acts of the board of management and the manager, he was not responsible for placing Dowson in a position of control and management of the engine and its appliances, and he was not aware of the defects owing to which it is alleged that the fire occurred. So far as the facts are concerned, it is a fallacy to say that the firm's acts were the plaintiff's acts, and that Dowson's negligence was his negligence, and that Dowson's knowledge was his knowledge.

Is it not equally fallacious in law? Suppose the case of a firm carrying on its business in a building beside or near the dwelling-house of a co-partner, which is owned solely by him in his private capacity and has nothing to do with the partnership or its property. Suppose that, owing to negligence on the part of the firm or its employees, neither participation in nor knowledge of which is imputable to the partner in his individual capacity, an explosion occurs on the firm's premises which wrecks the partner's dwelling. Can it be the law that, under such circumstances, the loss of the dwelling must be borne by the partner alone? . . . There is, of course, the long-existing technical objection that, the firm not being a legal entity, the partner cannot be both plaintiff and defendant, and that if he sues the firm he is suing himself; but that objection has been removed in cases