

per annum with 8 per cent, that is in Montreal, and proposes to plaintiff firm upon terms to be mutually satisfactory. After the two years; this was communicated to the Lyman or Mr. Savage, is more strange, by until his demand of though B. L. informed of sanction for making time there is no aptitude to their knowledge of of their acceptance of quiescence in it by either the plaintiff is not only subject with the so with Mr. Clare—having done, or been up at which the co-his having been coner quality than their the rupture. The consenting partners his character, whilst signature subscribed beyond the scope of and mandate any efprocuration, how. Take away from r of one partner to matter, and remove which could be m the use of the ne of the partnership ifest that you canerrence to the plainhis case in chief, this issue is clearly maintain it in his w, as it would be ive rise to contenership system alate this to you who ed in commercial of you connected onsideration. The have endeavoured ignores all acts gnors upon the rether as to all or rily follows that which it is not, tiffs favour is cast ags & Co. or upon that firm by the

the plaintiff must r success; as rening to support the w. I had hoped to y at the close of e defendants then ot have hesitated though the legal quite unchanged, on adopted which the third or hypelaw affecting it. to detail the evie case, it must be hall therefore conars to sustain the

complaints made by the Defendants; this, however, is for your consideration. The sum of that testimony is as follows: that the Plaintiff has kept Martha Scott for several years past, and during the time of his service with the Defendants, and specially during the two years mentioned in the proposal; that she has had two children during his connection with her, and that a third is coming. That this woman and her sister lived with their mother until the last four dangerous principle to admit into the doctrine of partnership."

It must too therefore be admitted by both judge and jury as well settled to require any comment, that in principle and in law when a partnership is once formed, no third person can be afterwards admitted or introduced into the firm as a partner without the concurrence of all the partners who compose the original firm.

But it may be said that the partnership signature to the proposal made to the plaintiff binds the firm. The authorities already cited are too precise and perspicuous to be set aside by any implication to be derived from the use of the co-partnership signature by any of the parties. It is true that the individual partners are years, that the latter keeps a bawdy house, that living next door to their mother's house they go backwards and forwards to her frequently; that the Plaintiff has frequented the mother's house, and also that of one Emelie Duval, where he appears to have been connected some time since with the girl McGuire; that he has frequently left his employers' premises intrusted to his charge and spent his nights in these places, with other facts and circumstances that I need not repeat. These are facts sworn to and proved before you, and moreover about in so many words admitted and commended by the Plaintiff's Counsel. If you can bring your minds to consider them as things of no importance, as mere venial errors, conduct not disreputable in itself, which should not debar a person from entering into partnership with respectable firms or with any of yourselves, should you be placed in such circumstances, or with any other respectable persons, you will declare it by your verdict; on this point you are the judges of the fact, and the decision rests with you. You must bring the matter home to yourselves, in what way such conduct should be considered by you. I have only now to state to you the law upon the subject of a partner's misconduct, and its result. Admitting, for argument sake, that a partnership did actually exist, with a partner guilty of misconduct, his co-partners, with all their business responsibilities upon them, must have some means of escaping from his connection, and here the law comes to their assistance against the party himself, who might attempt to enforce the continuance of the co-partnership, or the binding nature of an executory contract. The dissolution of the contract of partnership is admitted by the law of England for a variety of considerations. Where the period of the partnership is unlimited, it is a partnership at will, and in such case it is competent for any partner at any time to withdraw from it and dissolve the partnership. Hence, Story, No. 271, says, "a partnership at will, may be dissolved not only by a positive or express renunciation thereof by one partner, but also by implication from his acts and conduct, whether by acts or in writing." So also Collyer, No.

105. So Bell's Comment. B. 7, ch. 2, p. 631-3. The French law has similar principles and doctrine Pothier 65. De Langle, No. 662, says: "la loi &c. The law allows every partner to free himself from the servitude of an unlimited partnership and it is enough for him to manifest his inclination, at once to dissolve all the links that connect him with the partnership, provided that he does not take advantage of the occasion to enrich himself by the detriment of his co-partners or to cause them damage." "Section 2, Troplong, No. 911." The same freedom, however, is not assured for limited partnership: In those cases ground must be shown for making the demand, such, according to English law, is bankruptcy, insanity, or other real or just ground for giving the required redress by a Court of Equity. This jurisdiction is of a most extensive and beneficial character, and may declare partnerships void *ab initio* or decree their dissolution from the date of the decree. In this category of grounds for dissolution are the misconduct, fraud or violation of duty of a partner, but every trivial departure from duty or violation of the articles of partnership or every trifling fault or mis-conduct will not set these courts in operation, such as mere defects of temper, casual disputes, difference of opinions and other minor grievances which may be somewhat inconvenient and annoying, but do not essentially obstruct or destroy the ordinary rights interest or operations of partnership. Story, No. 287.—"On the other hand, if a case of gross misconduct, abuse of authority, gross want of good faith or diligence, such as is and must be productive of serious injury to the success and prosperity of the business of the partnership, Courts of Equity will interfere. Habitual intoxication, gross extravagance or negligence would lead to a like result. But a strong and clear case must be made out of positive or meditated abuse. There must be an unequivocal demonstration by overt acts or gross departures from duty, that the danger is imminent or the injury accomplished. For minor misconduct or grievances, if redress be required, the Courts will go no further than to act upon the guilty or faulty party by way of injunction." Gow, p. 227—Collyer, p. 227,— "Though the Courts stand neuter with respect to occasional breaches of agreement between partners which are not so grievous as to make it impossible for the partnership to continue, yet when they find that the acts complained of are of a character that relief cannot be given except by a dissolution, the Court will so decree, though it is not especially asked." You will observe that these remarks apply to actual partnerships where the existing contract is dissolved, and it does appear reasonable that it should be so whenever the objects of the partnership are no longer attainable or the partner's misconduct so seriously mischievous that it ought not to be tolerated. Now if this be judicial action upon a perfect and subsisting contract, how much more should it apply to intended and imperfect contracts and thereby prevent parties coming together as partners only to be separated." The French law offers similar principles. Delange, No. 673.—"Mais la Société, &c., but the partnership, like all other conventions, may cease before its term, if the state of things become such, that the object originally contemplated by the partners can not