It was, of course, contemplated that the other members of the firm, though there was no absolute obligation on their part, would deal with the firm in providing for their own threshings. Accordingly, it was part of the agreement that their threshings must be paid for at the same rates as those charged outside. Thus, while a firm was constituted of which each of the twenty-seven persons was a partner, it was evidently not contemplated that as between themselves each should be endowed with full authority to act for and on behalf of the firm. The principal authority was delegated to the board and the manager acting under and as authorised by it.

The business was proceeded with under the management of Dowson. In October, 1908, the plaintiff arranged with Dowson in the ordinary way for the threshing of his grain. Dowson undertook to do it in the usual course, and the threshing outfit was taken to the plaintiff's place and operated, Dowson being in charge of the engine, and one Gordon, also in the employ of the firm, being in charge of the separator. The plaintiff on this occasion took no part in the management or working of the outfit, and in no respect acted otherwise than as owner of the grain.

While the work of threshing was proceeding, the plaintiff's barn took fire and was consumed together with a large quantity of grain and other produce and some farm implements and stock, the total value of which has been found by the jury to be $3,601.

It was found by the jury that the fire originated from defects in the smoke-stack of the engine, and that their existence was due to Dowson's negligence, and that he was aware of them. . .

It is not questioned that, if the plaintiff was not a member of the firm, or if, instead of a firm of individual partners, it was an incorporated company in which the plaintiff was a shareholder, his remedy would be clear. But this does not appear to advance the inquiry.

The precise point does not seem to have arisen or to be noticed in any reported decision, and the text-books in discussing the rights of partners inter se do not deal with the precise point. . . .

[Reference to Lindley on Partnership, 7th ed., p. 413.]

In the present state of facts, one partner has sustained a direct loss owing to an act of the firm, negligent and wrongful to such an extent that if it occasioned loss to a third person he could recover against the firm or the co-partners. . . . There is no authority for saying that in such a case the loss thus sustained by the one partner must be borne entirely by him, and he is not entitled to contribution in respect thereof from the other part-