or a deed of composition, or release of a debt due the firm,* so as to bind his copartner, or the firm to which he belongs. So, it is said that a bond by two of three partners, to one of them as obligee, may be obligatory on the third partner;† that a bond given by one partner for the rent of real estate leased for the use of the partnership, is properly payable out of the partnership effects; and having been so paid, creditors of another partner cannot be substituted to the rights of the landlord on the bond;‡ that one partner, by an instrument under seal, may authorize a third person to discharge a debt due to the firm;§ and that under urgent circumstances, one partner, to prevent the sacrifice of the firm's real estate, may give a deed of trust thereof to secure a firm debt.‖

In *Durant* v. *Rogers*,¶ the property of a firm was levied upon under a judgment against a portion only of the partners, for a trespass committed by the active and managing partners, who, to save the property, procured plaintiff to unite with them in an appeal bond, whereby he was compelled to pay the judgment. The court held that each member of the firm became liable to him for the amount so paid to their use, whether they all united in the appeal or not, and that no proof of a promise to pay on the part of one of them not sued, and who did not join in the appeal, was necessary, as the law implied a promise, and that in such case the validity of the judgment appealed from was wholly immaterial.

In *Murrell* v. *Murrell*,** it is decided that one partner may convey property of the firm to his wife, in satisfaction of her claim for her paraphernal funds held by the firm.

And in *Gates* v. *Pollock*,†† where one of two partners, who had entered into a contract to do a job of work according to specifications, executed an instrument under seal, certifying that the contract was forfeited on their part, and that there had been a settlement and payment to him of a certain sum as a "present," it was held that such instrument amounted to a release, and took away the cause of action as to both partners. This last case, however, is within the rule, being simply the release of a debt due the firm.‡‡—*American Law Review.*

* Bruen v. Marquand, 17 Johns. (N. Y.) 58; Smith v. Stone, 4 Gill & J. (Md.) 310; Pierson v. Hooker, 3 Johns. (N. Y.) 68; Morse v. Bellows, 7 N. H. 549; Beach v. Ollendorf, 1 Hilt. (N. Y.) 41; Crutwell v. DeRossett, 5 Jones (N. C.), L. 263.

† O'Bannon v. Simrall, 1 B. Mon. (Ky.) 287.

‡ Christian v. Ellis, 1 Gratt. (Va.) 396.

§ Wells v. Evans, 20 Wend. (N. Y.) 251 22 *Id.* 324.

‖ Breen v. Richardson, 6 Colo. 605.

¶ 87 Ill. 508.

** 33 La. Ann. 1233.

†† 5 Jones (N. C.), L. 344.

‡‡ See *supra*, note (9).