not appear that he neglected in any way his duties to the firm. *Held*, that the commissions received by him as executor did not belong to the firm, since acting as executor does not pertain to the practice of law. The court said: "We are not unmindful of the well-settled rule that a partner will not ordinarily be permitted, for his own profit, to enter into business in competition with his firm. Thus he cannot, without the consent of his copartners, embark in a business that will manifestly conflict with the interests of his firm. Nor can he clandestinely use the partnership property or funds in speculations for his own private advantage, without being required to account to his copartners for the property and funds thus used, and for the profits. The general rule being that each partner shall devote his time, labour, and skill for the benefit of the firm, he cannot purchase for his own use, and for the purpose of private speculation and profit, articles in which the firm deals, and, if he does so, the profits arising therefrom may be claimed by the copartners as belonging to the firm, 5 Wait Act. & Def. 125. Thus, as said in 1 Bates Partn., s. 306: 'If a partner speculate with the firm funds or credit he must account to his copartners for the profits, and bear the whole losses of such unauthorized adventures himself; and if he go into competing business, depriving the firm of the skill, time, and diligence or fidelity he owes to it, so he must account to the firm for the profits made in it. And a managing partner will be enjoined from carrying on the same business for his own benefit.' But the same author says, a little further on, that a partner may traffic outside of the scope of the business for his own benefit. So also in Lindl. Partn. 312, the rule is laid down as follows: 'Where a partner carries on a business not connected with or competing with that of the firm, his partners have no right to the profits he thereby makes, even if he has agreed not to carry on any separate business.' Applying these principles to the case before us, we see no ground for sustaining the complainant's bill. The defendant, by becoming executor or administrator, engaged in no business or enterprise which can be regarded as in any sense in competition with his firm, or which involved the use, for his own advantage, of anything belonging to the firm. True, by the copartnership articles, he agreed to give his time, talents, and strength to the prosecution of the firm business; but it does not appear that he failed, by reason of the