

the reader is referred to the judgment of Sir George Jessel in the case of *Wainford v. Heyl (sup.)*.

In the recent case of *Colc v. De Trafford* (117 L.T. Rep. 224) the Court held that a husband was not liable jointly with his wife for damages arising in respect of an accident to the plaintiff who had been employed by the wife to drive her motor-car. The Court looked upon the action as arising out of contract and not out of tort, and, on the principle above mentioned, held that the husband had been properly dismissed from the action."

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The general rule is that, in the absence of an agreement, one partner is not entitled to compensation for his services while employed in the partnership business; but where one partner is intrusted with the management of the partnership business, and at the instance of his co-partners devotes his whole time and attention to it, while the co-partners are attending to their individual business, it is held in the Kansas case of *Rains v. Weiler*, L.R.A. 1917F 571, that the case is taken out of the general rule, and from the acts and conduct of the parties the law implies an agreement to pay the active managing partner compensation for his exceptional services.