

The Action arising from this Contract is called *actio pro Socio*, which is competent to one or more Partners against the rest, for obliging the Defendant or Defendants to fulfill the Terms of the Agreement, particularly to communicate the Profit of the common Stock, bear a Share of the Expenses laid out for the common Interests, and to repair any Loss occasioned by their not being so diligent as Men use to be in their own Affairs. The Partners recover out of the joint Stock all their necessary useful and reasonable Expenses, which regard the Community, and which they have laid out on Account of the common Affairs. Such as travelling Expenses, what they lay out on the Carriage of Persons or Goods, Workmen's Wages, necessary Repairs, and other the like Charges *l. 52. §. 15. l. 53. §. 1. ff. pro Socio*. And if the Partner who has been at these Expenses, had advanced the Money upon Pretence, or that he having advanced his Money himself his Copartners have been backward in reimbursing him, he will likewise recover the Interest of the Money from the Time he advanced it, altho he has not made any legal Demand of it *l. 67. §. 1. l. 53. §. 10. ff. de Pec. l. 100*. But the Partners do not recover the Expenses which they have laid out unnecessarily, or for their own Pleasure *l. 27. ff. de neg. gest.* If one of the Partners has advanced Money or entered into some Engagement against which the Community ought to indemnify him, every one of the Partners must reimburse or indemnify him in Proportion to their Shares. And if he is not able to recover the Share of one of the Partners who is insolvent, or cannot for other Reasons get Payment of him, his Share of the deficient Partner must be paid by all the other Partners *l. 67. §. 1. ff. pro Socio*. For it was on the Community's Account that this Partner advanced the Money, or entered into the Engagement, and the Loss as well as the Gain ought to be shared. If it happen that a Partner, on the Occasion of some Affair of the Community reap some Profit, as if it give him Access to a Person from whom he receives a Favour, or Light into a Matter no way concerning the Community, of which he makes Advantage, or if on the contrary, the Partnership is to him an Occasion of Loss, as if the Loss of the common Affairs makes neglect his own, or if any out of Spite of the Society pretend to do him the good Office he was wont to do: These Kinds of Gains and Losses will concern such a Partnership *l. 66. §. 1. ff. pro Socio*. *Les Loies Civiles &c. Tom. 3. Part. 3. Liv. 3. Tit. 8. Sect. 4. Art. 13*. Because Events of that Sort have for their Causes either his particular Conduct or Neglect, or his Negligence or Fault or some other Chance: And the Conjunction which links together these Causes with the Occasion of the Affairs of the Community, is as if it were an Accident which does not affect the Community, but only the Partner to whom these Things may have happened. By the Civil Law, if a Partner happens to be indebted to his Fellow Partner, on Account of the Partnership, without being chargable with any such Misdemeanour of Knowership, and is not able to pay all he owes without being reduced to great Necessity,

his Copartners are obliged out of Compassion to him, not to exact rigorously all that he owes them, but to be satisfied with his paying so far as he is able without being reduced to great Extremity. Which Reasonably is called *Beneficium competentis* *l. 63. pr. & §. 6. ff. pro Socio l. 16. ff. de re Judicata*.

Partnership is dissolved 1. Not only by Consent of all the Partners, as their Contracts may be dissolved, but any one may break it off when he pleases *l. 7. §. 1. ff. de Societ. Quodlibet* it be because there is no good Agreement among the Partners, or some necessary Illness or other Affairs make the Partnership burdensome to him who is disposed to leave it, or that he does not like a Commerce since the Partners are about to undertake, or that he does not find his Account in the Partnership, or for other Reasons. He may give over the Partnership without Consent of the other Partners, ever before the Time at which it was to have ceased, and altho it was agreed that none of the Partners should break off the Partnership, which Agreement is ineffectual and to no Purpose *l. 14. ff. pro Socio*. This is allowed for preventing Disputes and Controversies, which must unavoidably arise when one is forced to continue in Partnership against his Will. See *Coar. Feud. l. 2. Tit. 2. §. 20. Quar. ff. de Societ.* by an original Title whereof it was agreed to be lawful to the Majority of the Partners to exclude any particular Member and assume others in their Place might so exclude a Member a further Time indefinitely, the said Title of the Constitution was not particularly intended and made known to him & Answered, it is thought they may exclude such a Member: Because he is holden to be considered as assumed into the Society as it was constituted, and willing to submit to the Rules thereof. A Partner may at his Pleasure break off the Society either expressly, or tacitly by Acts which show that he breaks it off as so driving separately from the rest the same Trade and Business which he had before carried on in Conjunction with the Company *l. 63. in fin. l. 64. ff. pro Socio*. Or if the Commerce in which they dealt happens to be prohibited, or if they are engaged in a Law Suit with which it is impossible the Partnership can subsist, or by any other Signs or Tokens of an Intention to dissolve the Partnership, *Les Loies Civiles &c. Tom. 3. Part. 3. Liv. 3. Tit. 8. Sect. 5. Art. 10*. But then this must be done fairly and seasonably, without any sinister View. For if a Partner break off Partnership with an unfair Design, y. to buy for himself alone a scarce Commodity which the whole Community had a Mind to purchase, or to catch the Partners at a Disadvantage, as when he renounces, foreseeing Losses just coming, or knowing how to dispose of his Share when theirs must unavoidably be laid upon their Hands, or renounces before the Time to which the Partnership was to have lasted, abandoning some