

Some Business he was charged with after it is begun: Such a Renunciation disengages his Copartners from all Engagements to him, but does not disengage himself from his Obligations to them l. 65. §. 4. 5. 6. ff. pro Socio. He shall have no Share in the Profits which shall happen to be made afterwards, but he shall bear his Part of what Losses shall happen, in the same Manner as he would have been bound to do had he not quitted the Partnership and is answerable for all the Losses and Damages which his unreasonable Renunciation may have caused to the Society. Thus if a Partner quits while he is in a fair way or engaged in any other Business for the Community, or if his quitting obliges the Partners to sell any Merchandise before the Term: He is bound to make good the Losses and Damages which his leaving the Partnership under those Circumstances shall have occasion'd. In Order to Judge whether the Partner withdraws himself at an unreasonable Time, it is necessary to consider what is most profitable for the whole Community, and not for any one of the Partners, in particular l. 65. §. 5. ff. pro Socio. When a Person absents himself from the Partnership till the rest of the Partners have notice of it should be share with them: But if he suffers any Loss in the Interval after the Renunciation, and before it is known to the other Partners, it will fall upon himself, unless if in that Space of Time the other Partners reap any gain he will have no Share in it, but must bear his Part of any Loss they suffer l. 17. §. 1. ff. de adm. 2. The Death of one of the Partners dissolves the Partnership as a thing, unless it be otherwise agreed. §. 5. Inst. de sociat. l. 65. §. 9. ff. pro socio. As the pulling an Arrow out of a Sheaf binds together by one the Loseth the rest that they drop asunder. So that the Partnership is neither continued among the Survivors, nor doth the Heir or Executor of a deceased Partner succeed in his Place or have Right to intermeddle in the Affairs of the Community in the Quality of a Partner. For Society is an individual Contract of the whole, and the Still Fidelity Industry or agreeable Humour of that Person which did with himself might have been the Occasion of forming the Society at first, but he who succeeds to a Partner who is Bookkeeper to the Company, or who is employed in buying Things or doing other Business for the Service of the Company, cannot take upon him any of these Functions Les Loix Civiles de. Tom. 1. Part. 1. Liv. 1. Tit. 8. Sect. 6. Art. 1. By special Agreements at entering into a Partnership, it may indeed be settled in the Survivors l. 65. §. 9. But a dying Member's Interest therein cannot be so conveyed to his Heir or Executor, to make him continue a Partner l. 35. l. 59. ff. eod. Because it may happen that the Heir is not fit for it. And the Heir between Partners being voluntary, the Heir perhaps may not either relish the Commerce that is carried on by the Partnership, or not approve of the Persons of the Copartners, as they may also dislike him. If the Death of a Partner happens before the Business for which he entered into Partnership is begun, and known to the Partners; the Partnership is at an End, and it is free for the rest to exclude the Heir or Executor

Essex

Executor of the deceased out of the Partnership, as it is for him not to engage in it. But if the surviving Partners ignorant of the Death of their Copartner undertake any new Business, the Heir or Executor of the deceased shares in the Loss and gain with them l. 65. §. 10. ff. pro Socio. For their Ignorance of the Death of the Partner and upright Intentions make the Engagement of the deceased to subsist, and form out of it a new reciprocal Engagement between the surviving Partners and the Heir or Executor of the deceased Partners Les Loix Civiles de. Tom. 1. Part. 1. 5. But altho' the Heir or Executor of a Partner has not the Quality of Partner after his Predecessor's Death, it is known to the other Partners: Yet he is with respect to them, what most Partners are to one another who have any Thing in Common together without Agreement: He partakes of the Profits which would have fallen to the Person to whom he succeeds, whether acquired by any Commerce or Affairs ended, or arising from some Affairs not yet finished. And in such Cases he shall have a Share of the Gains and Losses accruing from the same Affairs l. 63. §. 2. l. 65. §. 2. l. 71. ff. pro Socio. He is oblig'd to make good the Engagements of the deceased, but not to pay: but he ought not only to pay in the Contributions, but also to satisfy what other Partners may be owing to the deceased in the Partnership, and if the deceased had in his Part any Business or Affairs of which the Management might be transmitted to his Heir or Executor, he ought to finish what remains to be done, with the same Care and the same Fidelity that the deceased himself would have done. l. 40. l. 35. ff. pro Socio l. 25. §. 2. ff. de neg. gest. 3. Partnership is dissolved by the Dissolution of the Business for which it was contracted l. 65. §. 10. ff. pro Socio 4. It is dissolved if it hath a Relation to a Thing that happens to perish, or of which the Commerce consists l. 63. §. 1. ff. eod. 5. If one of the Partners is reduced to such a Condition, that he cannot contribute to the Community what he is oblig'd to furnish whether in Money or Labour, as if his Goods are seized or if he has relinquish'd them to his Creditors, if he labours under any infirmity or any other Inconveniences that hinder him from acting, if he is excluded from the Management of his Concerns as being interdicted. In all these Cases the Partners may justly exclude him from the Partnership; but whilst they suffer him to continue in the Partnership, he is still considered a Partner and has his Share of the Profits l. 65. §. 11. ff. pro Socio. §. 11. Inst. de Sociat. Nor doth their actual excluding such a one operate except for the Time to come: He ought to lose Nothing of the Profits which may come to his Share in Proportion to the Contributions which he had already made; the Rights he has acquired are reserved to him, and he cannot be deprived thereof by such an Exclusion, Les Loix Civiles de. Tom. 1. Part. 1. Tit. 8. Sect. 5. Art. 12. What has been said concerning the Dissolution of Partnership, whether by the Death of one of the Partners, or by the Will and Consent of them all; and touching the Manner in which the Engagements of the Partners are

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