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and their respective interests in such real estate determined; and shall also have all such power and authority in respect to the cases provided for by this act, as is granted to him by the act to which this is a supplement in respect to the cases therein provided for; and any deed or deeds for such real estate, made pursuant to the decree and order of the chancellor in any such cases, shall convey all the right, title and estate of all the owners of such real estate, ascertained and unascertained, as completely and effectually as if all the owners were by name made parties to said bill, and as such brought before the court.

Partnership.

1. Limited partnership may be formed.
2. Of general and special partners.
3. General partners, only, to transact business.
4. Certificate to be signed.
5. Certificate to be acknowledged.
6. To be filed and recorded.
7. Affidavit of general partner to be filed with certificate.
8. Partnership not formed if certificate and affidavit not filed.
9. Terms of partnership to be published.
10. Affidavit of publication may be filed.
11. Removal of partnership to be certified, &c.
12. What deemed a dissolution.
14. Suits may be brought against general partners.
15. Special partners may receive interest and profits.
16. Reduction of capital to be made good.
17. Rights of special partner.
18. Accountability of general partners.
19. Liability and penalty for fraud of partner.
20. Assignment of partnership property, when void.
21. Assignment of property of partners, when void.
22. When special partner liable as general partner.
23. Special partners postponed to creditors.
24. When partnership may be dissolved.
25. What business special partner may transact.
26. Special partner may sell his interest without working dissolution.
27. Special partner may contribute goods, &c., instead of cash.
28. Three or more persons may form a partnership of limited liability.
29. Liability of individual members for judgments, debts, &c.
30. The word "limited" to be added to name in all notices, &c.
31. Interests in association to be deemed personal estate, transferable.
32. Meetings of members and elections of managers.
33. Profits of business, how divided.
34. Unlawful to loan credit, &c.
35. How association dissolved.
36. Association may sue and be sued, &c.
37. May adopt common seal.
38. May hold real estate.
39. Title to certain real estate validated.

An act to authorize limited partnerships.

Passed February 9, 1837.

1. That limited partnerships, for the transaction of any mercantile, mechanical, or manufacturing business, within this state, may be formed by two or more persons, upon the terms, with the rights and powers, and subject to the conditions and liabilities, herein prescribed; but the provisions of this act shall not be construed to authorize any such partnership for the purpose of banking or making insurance.

2. That such partnerships may consist of one or more persons, who shall be called general partners, and who shall be jointly and severally responsible, as general partners now are by law, and of one or more persons, who shall contribute, in actual cash payments, a specific sum, as capital, to the common stock, who shall be called special partners, and who shall not be liable for the debts of the partnership, beyond the fund so contributed by him or them to the capital.

3. That the general partners only, shall be authorized to transact business, and sign for the partnership, and to bind the same. [Sec 26, note.]

4. That the persons desirous of forming such partnership shall make and severally sign a certificate, which shall contain:

1st. The name or firm under which such partnership is to be conducted.

2d. The general nature of the business intended to be transacted.

3d. The names of all the general and special partners interested therein, distinguishing which are general, and which are special partners, and their respective places of residence.

4th. The amount of capital which each special partner shall have contributed to the common stock.

5th. The period at which the partnership is to commence, and the period at which it will terminate.
5. That the certificate shall be acknowledged by the several persons signing the same, before an officer authorized by law to take the acknowledgment and proof of deeds, &c., in this state, and certified in the same manner as the acknowledgment of conveyances of land.

6. That the certificate so acknowledged and certified shall be filed in the office of the clerk of the county in which the principal place of business of the partnership shall be situated, and shall also be recorded by him at large, in a book to be kept for that purpose, open to public inspection; if the partnership shall have places of business situated in different counties, a transcript of the certificate, and of the acknowledgment thereof, duly certified by the clerk in whose office it shall be filed, under his official seal, shall be filed and recorded in like manner in the office of the clerk of every such county.

7. That at the time of filing the original certificate, with the evidence of the acknowledgment thereof, as before directed, an affidavit of one or more of the general partners shall also be filed in the same office, stating that the sums specified in the certificate to have been contributed by each of the special partners to the common stock, have been actually and in good faith paid in cash.

8. That no such partnership shall be deemed to have been formed until a certificate shall have been made, acknowledged, filed and recorded, nor until an affidavit shall have been filed, as above directed; and if any false statements be made in such certificate or affidavit, all the persons interested in such partnership shall be liable for all the engagements thereof, as general partners.

9. That the partners shall publish the terms of the partnership, when registered, for at least six weeks immediately after such registry, in a newspaper or newspapers published in the county or counties in which their business shall be carried on; and if no newspaper be published in the same, then in a newspaper of the county nearest to their place of business; and if such publication be not made, the partnership shall be deemed general.

10. That affidavits of the publication of such notice, by the printers of the newspapers in which the same shall be published, may be filed with the clerk directing the same, and shall be evidence of the facts therein contained.

11. That every renewal or continuance of such partnership beyond the time originally fixed for its duration, shall be certified, acknowledged and recorded, and an affidavit of a general partner be made and filed, and notice be given in the manner herein required for its original formation; and every such partnership, which shall be otherwise renewed or continued, shall be deemed a general partnership.

12. That every alteration (a) which shall be made in the names of the partners, in the nature of the business, or in the capital or shares thereof, or in any other matter specified in the original certificate, shall be deemed a dissolution of the partnership; and every such partnership, which shall in any manner be carried on after such alteration shall have been made, shall be deemed a general partnership, unless renewed as a special partnership, according to the provisions of the preceding section.

13. That the business of the partnership shall be conducted under a firm, in which the names of the general partners only, shall be inserted, without the addition of the word "company" or any other general term; and if the name of any special partner shall be used in such firm, with his privity, he shall be deemed a general partner.

14. That suits in relation to the business of the partnership may be brought and conducted by and against the general partners, in the same manner as if there were no special partners.

15. That no part of the sum which any special partner shall have contributed to the capital stock, shall be withdrawn by him, or paid or transferred to him in the shape of dividends, profits, or otherwise, at

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(c) An alteration, caused by death of special partner, affects transactions after such alteration, but not prior debts or other transactions. *Perth Amboy Manufacturing Co. v. Condit*, 1 Teb.
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any time during the continuance of the partnership; but any partner may annually receive lawful interest on the sum so contributed by him, if the payment of such interest shall not reduce the original amount of such capital; and if, after the payment of such interest, any profits shall remain to be divided, he may also receive his portion of such profits. [See Secs. 25 and 26, post.]

16. That if it shall appear that, by the payment of interest or profits to any special partner, the original capital has been reduced, the partner receiving the same shall be bound to restore the amount necessary to make good his share of capital, with interest.

17. That a special partner may from time to time examine into the state and progress of the partnership concerns, and may advise as to their management; but he shall not transact any business on account of the partnership, nor be employed for that purpose as agent, attorney, or otherwise; if he shall interfere contrary to these provisions he shall be deemed a general partner. [See Sec. 25, post.]

18. That the general partners shall be liable to account to each other, and to their special partners, for their management of the concerns, both in law and equity, as other partners now are by law.

19. That every partner who shall be guilty of any fraud in the affairs of the partnership shall be liable, civilly, to the party injured to the extent of his damage; and shall also be liable to an indictment for a misdemeanor, punishable by fine or imprisonment, or both, in the discretion of the court by which he shall be tried.

20. That every sale, assignment, or transfer of any property or effects of such partnership, when insolvent, or in contemplation of insolvency, made by such partnership, or after, or in contemplation of, the insolvency of any partner with the intent of giving a preference to any creditor of such partnership or insolvent partner over other creditors of such partnerships, and every judgment confessed, lien created, or security given by such partnership, under the like circumstances and with the like intent, shall be void, as against the creditors of such partnership.

21. That every such sale, assignment, or transfer of any of the property or effects of a general or special partner, made by such general or special partner when insolvent, or in contemplation of insolvency, or after, or in contemplation of, the insolvency of the partnership, with the intent of giving to any creditor of his own, or of the partnership, a preference over creditors of the partnership; and every judgment confessed, lien created, or security given, by any such partner, under the like circumstances, and with the like intent, shall be void, as against the creditors of the partnership.

22. That every special partner who shall violate any provision of the two last preceding sections, or who shall concur in, or assent to any such violation, by the partnership, or by any individual partner, shall be liable as a general partner.

23. That, in the case of the insolvency or bankruptcy of the partnership, no special partner shall, under any circumstances, be allowed to claim as a creditor, until the claims of all the other creditors of the partnership shall be satisfied.

24. That no dissolution of such partnership, by the acts of the parties, shall take place previous to the time specified in the certificates of its formation, or in the certificate of its renewal, until a notice of such dissolution shall have been filed and recorded in the clerk's office in which the original certificate was recorded and published once in each week, for four weeks, in a newspaper circulating in each of the counties where the partnership may have places of business.

Supplement.

Approved March 15, 1836.

25. Sec. 1. That any special partner may from time to time loan money to, and advance and pay money for the partnership with which he is connected, and may take and hold the notes, drafts, acceptances and bonds of or belonging to the partnership, as security for the repayment of such
moneys and interest, and may use and lend his name and credit as security for the partnership, in any business thereof, and shall have the same rights and remedies in these respects as any other creditor might have; he may also negotiate sales, purchases and other business for the partnership, but no business so negotiated shall be binding upon the partnership until approved by a general partner, but he shall not, excepting as mentioned herein, and in the act to which this is a supplement, transact any business on account of the partnership, nor be employed for that purpose as agent, attorney, or otherwise; and if he shall interfere, contrary to these provisions, unless specially employed in writing, so to do, by the general partner or partners, he shall be deemed a general partner.

Supplement.

Approved April 2, 1860.

26. Sec. 1. That any special partner or the heirs or legal representatives of any special partner, deceased, may sell his or her interest in the partnership, without working a dissolution thereof or rendering the partnership general; provided, a notice of such sale be filed within ten days thereafter with the clerk of the county, where the partnership is doing business, and the purchaser of such interest may thereupon become a special partner with the same rights as an original special partner.

Supplement.

Approved March 26, 1860.

27. Sec. 1. That hereafter it shall be lawful for any special partner in any limited partnership to contribute to the common stock of the partnership as his share of capital, or any part thereof, any goods, wares or merchandise of the kind in which the said partnership intend to deal, instead of cash, and in such case the property so contributed shall be taken at a fair bona fide valuation, to be agreed upon by all the partners, both general and special, and the certificate required by said act to be made and filed shall show the general nature and valuation of such property so contributed instead of cash, and by whom the same shall have been contributed, and the affidavit required by said act to be made by one or more of the general partners, and filed, shall state that the property so contributed instead of cash has been actually and in good faith contributed to the partnership capital.

An act authorizing the formation of partnership associations, in which the capital subscribed shall only be responsible for the debts of the association, except under certain circumstances.

Approved March 29, 1860.

28. Sec. 1. That when any three or more persons may desire to form a partnership association, for the purpose of conducting any lawful business or occupation within the United States or elsewhere, whose principal place of business shall be established and maintained within this state, by subscribing and contributing capital thereto, either in money or in real or personal estate, mines or other property, at a valuation to be approved by all the members subscribing to the capital of such association, which capital shall alone be liable for the debts of such association, it shall and may be lawful for such persons to sign and acknowledge, before some officer competent to take the acknowledgment of deeds, a statement in writing, in which shall be set forth the full names of such persons and the amount of capital of said association subscribed for by each, the character of the subscription, and if in property other than cash the description and valuation of said property, the total amount of capital, and when and how to be paid, the character of the business to be conducted and the location of the same; the name of the association with the word "limited" added thereto as part of the same, the contemplated duration of said association, which shall not, in any case, exceed twenty years, and the names of the officers of said association, selected in conformity with the provisions of this act;
and any amendment of said statement shall be made only in like manner, which said statement and amendment shall be recorded in the office of the clerk or recorder of deeds in the proper county.

29. Sec. 2. That the members of any such partnership association shall not be liable under any judgment, decree or order which shall be obtained against any such association, or for any debt or engagement of such company, further or otherwise than is hereinafter provided; that is to say, if any execution, sequestration or other process in the nature of execution, either at law or in equity, shall have been issued against the property or effects of the company, and if there cannot be found sufficient thereof whereon to levy or enforce such execution, sequestration or other process, then such execution, sequestration or other process may be issued against any of the members to the extent of the portions of their subscriptions respectively, in the capital of the association not then paid up; provided always, that no such execution shall issue against any member, except upon an order of court or of a judge of the court in which the action, suit or other proceeding shall have been brought or instituted; and the said court or judge may compel the production of the books of the association, showing the names of the members thereof, and the amount of capital remaining to be paid upon their respective subscriptions, and from them, or other sources of information, ascertain the truth in regard thereto, and may order execution to issue accordingly; and the said association shall be and it is hereby required to keep a subscription list book for that purpose, and the same shall be open to inspection by the creditors and members of the association at all reasonable times.

30. Sec. 3. That the word "limited" shall be the last word of the name of every partnership association formed under the provisions of this act; and every such association shall print or affix, and shall keep printed or affixed, its name on the outside of every office or place in which the business of the association is carried on, in a conspicuous position, in letters easily legible, and shall have its full name written in comparable characters in all notices, advertisements and other official publications of such association, and in all bills of exchange, promissory notes, checks, orders for money, bills of lading, invoices, receipts, letters and other writings used in the transaction of the business of the partnership association; provided, that the omission of the word "limited" in the use of the name of the partnership association shall render each and every person participating in such omission, or knowingly acquiescing therein, liable for any indebtedness, damage or liability arising therefrom.

31. Sec. 4. That interests in said association shall be personal estate, and may be transferred under such rules and regulations as the association may prescribe, but no transferee of any interest, or the representatives of any decedent, or of any insolvent, shall be entitled thereafter to any participation in the subsequent business of said association, unless he or she be elected thereto by a vote of the majority of the members in number and value of their interests; and any change of ownership, whether by sale, death, bankruptcy or otherwise, which shall not be followed by election to the association, shall entitle the owner only to his interest in the association at a price and upon terms to be mutually agreed upon, and in default of such agreement the price and terms shall be fixed by an appraiser appointed by the court of common pleas of the proper county, subject to the approval of said court.

32. Sec. 5. That there shall be at least one meeting of the members of the association in each year, at one of which there shall be elected not less than three nor more than five managers of said association, one of whom shall be the chairman, one the treasurer and one the secretary, or one may be both treasurer and secretary, who shall hold their respective offices for one year and until their successors are duly installed; and no debt shall be contracted, or liability incurred for said association, except by one or more of the said managers, and no liability for an amount exceeding five hundred dollars, except against the person incurring it, shall bind the said association, unless reduced to writing and signed by at least two managers.
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33. Sec. 6. That the association may, from time to time, divide the
profits of its business in such manner and in such an amount as a majority
of its managers may determine, which profits so divided shall not at the
time diminish or impair the capital of the said association, and any one con-
senting to a dividend which shall diminish or impair the capital, shall be
liable to any person or persons interested or injured thereby to the amount
of such diminution or impairment.

34. Sec. 7. That it shall not be lawful for such association to loan its
credit, its name or its capital to any member of said association, and for
such loan to any other person or association, the consent in writing of a
majority in number and value of interest shall be requisite.

35. Sec. 8. That such association may be dissolved:
1. Whenever the period fixed for the duration of the association expires;
2. Whenever by a vote of a majority in number and value of interest it
shall be so determined; and notice of such winding up shall be given by
publication in two newspapers published in the proper city or county at
least six consecutive times, and immediately upon the commencement of
said association, said association shall cease to carry on its business, except
so far as may be required for the beneficial winding up thereof.

36. Sec. 9. That said association shall sue and be sued in their association
name; and when suit is brought against any such association, service
thereof shall be made upon the chairman, secretary or treasurer thereof,
which service shall be as complete and effective as if made upon each and
every member of such association.

37. Sec. 10. That whenever any association formed under the act to
which this is a supplement shall have occasion to execute any deed of con-
veyance, or bonds with or without coupons, and mortgages, to secure, pur-
chase or borrow moneys, such associations shall have a right to adopt and
use a common seal, and to acknowledge such instruments or writings by
their chairman and secretary.

Supplement.

38. Sec. 1. That any partnership association, formed or to be formed
under the act to which this is a supplement, shall have power to purchase
and hold real estate and dispose of the same in fee-simple, or for a less
estate, the title thereof to be in the name adopted by such association, and
shall be as valid and effectual in law or equity as if the same were held in
the individual names of the partners of said association, and every deed or
conveyance of the same and every mortgage for purchase or borrowed
moneys, shall be made in the name adopted by said association, and
executed in the same manner as set forth in section ten of the act to which
this is a supplement.

39. Sec. 2. That any association heretofore formed under the act to
which this is a supplement, now holding any real estate in their association
name, either by purchase or subscription, the title thereof shall be as good
and effectual in law or equity as if the same were acquired after the passage
of this act.

Party and Partition Walls.

1. Party making excavation where there is a wall on adjoining
lands to preserve such wall from injury.
2. Chancellor may determine rights of owners where center
line of partition wall is not on division line.
3. Mortgages and judgment creditors may be made parties.
4. Exceptions to master's report may be taken.
5. When owners, etc., refuse to receive amount of award,
amount shall be paid into court.
6. Payment of award shall not convey title.
7. Cases in which act shall not apply.
8. Court shall fix costs.