

of the Peace, and filed with the said Registrar of Deeds, shall be evidence of the facts therein contained, and a copy certified by such Registrar of every certificate and affidavit filed under this Act, shall be evidence thereof in any Court of Law or Equity. That such affidavits shall be in the form or to the effect following:—

City and County of  
(or Parish) or City of  
Province of New Brunswick. } SS.

A. B., of , being duly sworn, says I am the printer (or proprietor) of the newspaper known as the , published daily (or weekly) at [*designate place of its publication*], and that the advertisement or notice, a copy whereof is hereto annexed, was published in the said newspaper for three months successively, that is to say, in the several issues of the said newspaper from the day of last past, to the day of instant, (or last past), both inclusive.

Sworn before me at this day of A. D. 188 .

A. B. [*Signature.*]

One of Her Majesty's Justices of the  
Peace for the City and County of  
(or County of ).

7. Every such Partnership shall be held to continue on the original terms, unless the partners, or any of them, desire to be discharged from further liability, in which case a certificate shall be signed, acknowledged, registered and published as in the first instance, declaring his or their withdrawal from the concern.

8. The business of the Partnership shall be conducted by the general partner or partners under such designation as he or they shall adopt; and if the name of any special partner shall be used in such firm, with his consent and privity, or if he shall personally make any contract respecting the concerns of the Partnership with any person except the general partner or partners, or except as hereinafter provided, he shall be deemed and treated as a general partner.

9. No part of the sum which any special partner shall have contributed to the capital stock, shall be withdrawn by him or paid or transferred to him in the shape of dividends, profits, or otherwise, at any time during the continuance of the Partnership, but any partner may annually or semi-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.

10. 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.

11. 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; he may also loan money to and advance and pay money for the Partnership, 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 creditors might have: He may also negotiate sales, purchases, and other business for the Part-

nership, but no business so negotiated shall be binding on the Partnership until approved by a general partner or a majority of the general partners, excepting as herein mentioned; 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.

12. It shall be lawful for a special partner in any limited partnership to lease to the general partner or partners lands, tenements, or other property, for the purposes of the partnership, at such rents and upon such terms as may be agreed upon between them.

13. All suits respecting the business of such Partnership shall be prosecuted by or against the general partner or partners only, except in those cases where any special partner or partners by the provisions of this Act shall be deemed general.

14. The general partners shall be liable to account to each other, and to the special partners, for their management of the concern, both at Law and Equity, as other partners are by law.

15. Every partner who shall be guilty of any fraud in the affairs of the Partnership shall be liable civilly to the partner injured to the extent of his damage in addition to any liability under any Dominion or Provincial Law or Statute.

16. Every sale, assignment or transfer of any of the property or effects of the said Partnership, made by such Partnership when insolvent, or in contemplation of insolvency after or in contemplation of the insolvency of any partner with the intent of giving a preference to any creditor of the Partnership or insolvent partner over other creditors of the Partnership, 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.

17. 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 the 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 creditor of the Partnership; and every special partner who shall violate any provision of this or the preceding Section, or who shall concur in or assent to any such violation by the Partnership or by any individual partner thereof, shall be liable as a general partner.

18. In case of the insolvency or bankruptcy of the Partnership, no special partner shall, except for claims contracted pursuant to Section eleven of this Act, under any circumstances be allowed to claim as a creditor until the claims of all the other creditors of the Partnership shall be satisfied.

19. No dissolution of such Partnership shall take place except by operation of law, or as hereinafter provided, unless a notice thereof shall be registered in the same manner as the original certificate, and unless such notice shall be published for six successive weeks in some newspaper of the City or County where such certificate, or a copy thereof, was published, and if there shall be no such newspaper, then in the Royal Gazette, according to the provisions of this Act.