

*Laws of Her Majesty's Province of Newfoundland*, passed in the year 1856.

19 Victoria – Chapter 16

**An Act to Provide for Limited Partnerships. (Passed 12th May, 1856.)**

Be it enacted by the Governor, Legislative Council and Assembly of Newfoundland, in Legislative Session convened, as follows:—

I. Limited Partnerships for the transaction of Mercantile, Mechanical or Manufacturing Business, within this Island, 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.

II. 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, or in property at its actual cash value, 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.

III. The General Partners only shall be authorized to transact business and sign for the Partnership, and to bind the same.

IV. The persons desirous of forming such Partnership, shall make, and severally sign, a Certificate similar in effect to form No. 1, in the Schedule hereunto annexed, and which Certificate shall contain:—

1. The Name or Firm under which such Partnership is to be conducted.
2. The general nature of the Business intended to be transacted.
3. 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.
4. The amount of Capital which each Special Partner shall have contributed to the common stock.
5. The period at which the Partnership is to commence, and the period at which it will terminate.

V. The Certificate shall be acknowledged by the several Persons signing the same before a Notary Public, who shall certify such acknowledgment, whether made abroad or in any Colony, under his Seal of Office, to the effect of Form No. 2, in the annexed Schedule.

VI. The Certificate so acknowledged and certified, shall be filed in the Office of the Colonial Secretary, and shall also be recorded in the said Office at large in a book to be kept for that purpose, open to public inspection. If the Partnership shall have places of business situate in different districts, a transcript of the Certificate and of the acknowledgment thereof, duly certified by the Colonial Secretary, under his Official Seal, shall be filed and recorded in like manner in the office of the Clerk and Registrar of the Circuit Court for such district.

VII. 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; and which affidavit shall be similar in effect to Form No. 3. in the said annexed Schedule.

VIII. 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 statement 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.

IX. The Partners shall publish the terms of the Partnership, when registered, for at least Six Weeks immediately after such registry, in the "Royal Gazette", and in one or two other Newspapers to be designated by the Colonial Secretary, and to be published in this Island; and if such publication be not made, the Partnership shall be General; and that such Advertisement shall be similar in effect to Form No. 1, in the said annexed Schedule.

X. 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 Colonial Secretary directing the same, and shall be evidence of the facts therein contained, and which affidavits shall be similar in effect to Form No. 5. in the said annexed Schedule.

XI. 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.

XII. Every alteration 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, unless such alterations shall have been made according to the provisions of the 24th Section of this Act; and any such Partnership, which shall in any manner be carried on after any such alteration shall have been made, shall be deemed a General Partnership, unless renewed as a Special Partnership according to the provisions of the last Section.

XIII. 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.

XIV. 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.

XV. 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 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.

XVI. 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.

XVII. 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; and any remuneration of Special Partners, or any other persons acting as Servants or Agents for any such Partnership, by a share of the profits or otherwise, shall not render them liable as General Partners; 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.

XVIII. The General Partners shall be liable to account to each other, and to the Special Partners, for their management of the concern, both in Law and Equity, as other Partners are now by Law.

XIX. 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.

XX. Every Sale, Assignment or Transfer, of any of the Property or Effects of such Partnership, made by such Partnership when actually Insolvent or in contemplation of Insolvency, or after or in contemplation of a declaration of 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 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.

XXI. Every such Sale, Assignment, or Transfer of any of the Property or Effects of a General Partner, made by such General or Special Partner, when actually Insolvent. or in contemplation of a declaration of Insolvency, or after or in contemplation of a declaration of the Insolvency of the Partnership, with the intent of giving to any Creditor of his own, or of the Partnership, a preference over other 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.

XXII. Every Special Partner who shall violate any of the provisions 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.

XXIII. In 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.

XXIV. No Dissolution of such Partnership by the acts of the parties shall take place previous to the time specified in the certificate of its renewal, until a Notice of such dissolution shall have been filed and recorded in the Colonial Secretary's Office, in which the original certificate was recorded, and published once in each week, for four weeks, in the "Royal Gazette," and any other local Newspaper or Newspapers published in this Island.

XXV. All affidavits required to be made under this Act, shall be made before a Justice of the Peace or any Judge of any Court of Record, or any other Person authorised by Law to administer oaths.

#### Schedule of Forms.

##### NO. 1.

##### Certificate of Formation of Limited Partnership.

This is to certify that we whose names are severally undersigned, are desirous of forming a Limited Partnership, and

1st.—That the name or firm under which such Partnership is to be conducted is [here insert the name or firm, as "George Thompson," or "Thompson & Black," as the case may be.]

2ndly.—That the general nature of the Business intended to be transacted by such Partnership is [here insert the general nature of the Business, as the buying and selling at wholesale and retail, of tobacco, snuffs and cigars, and such other articles as are usually bought and sold by persons trading as tobacconists or dealers in tobacco.]

3rdly.—That the names of all the General and Special Partners interested in the said Co-partnership are as follows:—[here insert the names and places of residence of each Partner, and specify which are General and which are Special Partners, as thus, George Thompson, James Black, Henry Lloyd, and Alfred Smee; that the said George Thompson is a General Partner, and his place of residence is in \_\_\_\_\_; that the said James Black is a General Partner, and his place of residence is also in \_\_\_\_\_; that the said Henry Lloyd is a Special Partner, and his place, of residence is in \_\_\_\_\_; and that the said Alfred Smee is a Special Partner, and his place of residence is in \_\_\_\_\_; as the case may be. ]

4thly.—That the amount of Capital which each of the said Special Partners has contributed to the common stock of the said Partnership is as follows:—[here insert as thus, or as the case may be; the said Henry Lloyd the sum of and the said Alfred Smee the sum of \_\_\_\_\_.]

5thly.—That the period at which the said Partnership is to commence is the \_\_\_\_\_ day of \_\_\_\_\_ 185\_\_ [insert the date, which should be after the certificate is filed and recorded] and

the period at which the said Partnership is to terminate is the \_\_\_\_\_ day of \_\_\_\_\_ 185\_\_\_\_  
[insert the date]

As witness our hands, on this \_\_\_\_\_ day of \_\_\_\_\_ 185\_\_\_\_.  
(Signed) GEORGE THOMPSON,  
JAMES BLACK.  
HENRY LLOYD,  
ALFRED SMEE.

NO. 2.  
Notarial Certificate.

Newfoundland, St. John's, ss, [or as the case may be] On this \_\_\_\_\_ day of 185\_\_\_\_, personally  
came before me the above named George Thompson, James Black, Henry Lloyd and Alfred Smee, to  
me known to be the persons described in, and who signed, the above certificate, and who severally  
acknowledged to me that they severally signed the said certificate.

\_\_\_\_\_ A. B., &c., &c.

NO. 3.  
Affidavit to be filed with Certificate.

Newfoundland, St. John's, ss, [or as the case may be] George Thompson of this city maketh oath and  
saith;

That he is one of the General Partners named in the above written [or annexed] Certificate, and that  
the several amounts specified in the said Certificate to have been contributed by each of the Special  
Partners in the said Certificate named, to the common Stock of the said Partnership, in the said  
Certificate also named, have been actually and in good faith paid in cash, or in property at its actual  
cash value, specifying the general description of the property, as the case may be.

Sworn &c., (Signed) GEORGE THOMPSON.

NO. 4.  
Advertisement of Terms of Partnership.  
[Similar in effect to Form No. 1.]

NO. 5.  
Affidavit of Publication by Printer of Newspaper.

Newfoundland, St. John's, ss. \_\_\_\_\_ A. B., of \_\_\_\_\_, maketh oath and saith that he is  
Printer of the Newspaper known as the [insert name of Newspaper] published daily or weekly at [insert  
the place of publication of Newspaper] and that the advertisement, a copy whereof is hereto annexed,  
was published in said Newspaper for six weeks successively, that is to say in the issues of said

Newspaper, dated respectively the \_\_\_\_\_ day of \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
the \_\_\_\_\_ day of \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_, [insert dates when advertisement and the  
appeared.]

Sworn, &c.

(Signed) A. B.