

Queensland



# **PARTNERSHIP ACT 1891**

**Reprinted as in force on 3 December 2003  
(includes commenced amendments up to 2003 Act No. 94)**

**Reprint No. 1B**

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The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes. Also see list of legislation for any uncommenced amendments.

This page is specific to this reprint. See previous reprints for information about earlier changes made under the Reprints Act 1992. A table of reprints is included in the endnotes.

**Also see endnotes for information about—**

- **when provisions commenced**
- **editorial changes made in earlier reprints.**

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# Queensland



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# PARTNERSHIP ACT 1891

[as amended by all amendments that commenced on or before 3 December 2003]

## **An Act to declare and amend the law of partnership**

### **1 Short title**

This Act may be cited as the *Partnership Act 1891*.

### **2 Commencement of Act**

This Act shall come into operation on 1 January 1892.

### **3 Interpretation clause**

(1) In this Act—

“**business**” includes every trade, occupation, or profession;

“**court**” includes every court and Judge having jurisdiction in the case.

(2) Persons who have entered into partnership with one another are for the purposes of this Act called collectively a “**firm**”, and the name under which their business is carried on is called the “**firm-name**”.

## *Nature of partnership*

### **5 Definition of “partnership”**

(1) Partnership is the relation which subsists between persons carrying on a business in common with a view of profit.

(2) But the relation between members of any company or association which is—

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- (a) registered as a company under the *Companies Act 1863* or any other Act of Parliament for the time being in force and relating to the registration of joint stock companies; or
- (b) formed or incorporated by or in pursuance of any other Act of Parliament or letters patent, or Royal Charter;

is not a partnership within the meaning of this Act.

(3) A limited partnership formed under the *Mercantile Act 1867* or the *Partnership (Limited Liability) Act 1988* is a partnership within the meaning of this Act, and the rules of law declared by this Act apply to such a limited partnership except so far as the express provisions of that Act are inconsistent with such rules.

## **6 Rules for determining existence of partnership**

In determining whether a partnership does or does not exist, regard shall be had to the following rules—

- (a) joint tenancy, tenancy in common, joint property, common property, or part ownership does not of itself create a partnership as to anything held or owned jointly or in common, whether the tenants or owners do or do not share any profits made by the use thereof;
- (b) the sharing of gross returns does not of itself create a partnership, whether the persons sharing such returns have or have not a joint or common right or interest in any property from which or from the use of which the returns are derived;
- (c) the receipt by a person of a share of the profits of a business is prima facie evidence that the person is a partner in the business, but the receipt of such a share, or of a payment contingent on or varying with the profits of a business, does not of itself make the person a partner in the business, and in particular—
  - (i) the receipt by a person of a debt or other liquidated amount by instalments or otherwise out of the accruing profits of a business does not itself make the person a partner in the business or liable as such;
  - (ii) a contract for the remuneration of a servant or agent of a person engaged in a business by a share of the profits of the business does not itself make the servant or agent a partner in the business or liable as such;



- (iii) a person being a deceased partner's child or spouse, and receiving by way of annuity a portion of the profits made in the business in which the deceased person was a partner, is not by reason only of such receipt a partner in the business or liable as such;
- (iv) the advance of money by way of loan to a person engaged or about to engage in any business on a contract with that person that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits arising from carrying on the business, does not of itself make the lender a partner with the person or persons carrying on the business or liable as such;
- (v) however, the contract must be in writing, and signed by or on behalf of all the parties thereto;
- (vi) a person receiving by way of annuity or otherwise a portion of the profits of a business in consideration of the sale by the person of the goodwill of the business is not by reason only of such receipt a partner in the business or liable as such.

## **7 Postponement of rights of person lending or selling in consideration of share of profits in case of insolvency**

In the event of any person to whom money has been advanced by way of loan upon such a contract as is mentioned in section 6, or of any buyer of a goodwill in consideration of a share of the profits of the business, being adjudicated insolvent, entering into an arrangement to pay the person's creditors less than 100 cents in the dollar, or dying in insolvent circumstances, the lender of the loan shall not be entitled to recover anything in respect of the person's loan, and the seller of the goodwill shall not be entitled to recover anything in respect of the share of profits contracted for, until the claims of the other creditors of the borrower or buyer for valuable consideration in money or money's worth have been satisfied.

*Relations of partners to persons dealing with them***8 Power of partner to bind the firm**

Every partner is an agent of the firm and his or her other partners for the purpose of the business of the partnership, and the acts of every partner who does any act for carrying on in the usual way of business of the kind carried on by the firm of which the partner is a member bind the firm and his or her partners, unless the partner so acting has in fact no authority to act for the firm in the particular matter, and the person with whom the partner is dealing either knows that the partner has no authority, or does not know or believe the partner to be a partner.

**9 Partners bound by acts on behalf of firm**

(1) An act or instrument relating to the business of the firm and done or executed in the firm-name, or in any other manner showing an intention to bind the firm, by any person thereto authorised, whether a partner or not, is binding on the firm and all the partners.

(2) But this section does not affect any general rule of law relating to the execution of deeds or negotiable instruments.

**10 Partner using credit of firm for private purposes**

(1) Where one partner pledges the credit of the firm for a purpose apparently not connected with the firm's ordinary course of business, the firm is not bound, unless the partner is in fact specially authorised by the other partners.

(2) But this section does not affect any personal liability incurred by an individual partner.

**11 Effect of notice that firm will not be bound by acts of partner**

If it has been agreed between partners that any restriction shall be placed on the power of any 1 or more of them to bind the firm, no act done in contravention of the agreement is binding on the firm with respect to persons having notice of the agreement.

## **12 Liability of partners**

Every partner in a firm is liable jointly with the other partners for all debts and obligations of the firm incurred while a partner, and after the partner's death the partner's estate is also severally liable in a due course of administration for such debts and obligations, so far as they remain unsatisfied, but subject to the prior payment of the partner's separate debts.

## **13 Liability of the firm for wrongs**

(1) Subject to subsection (2), if, by any wrongful act or omission of any partner acting in the ordinary course of the business of the firm, or with the authority of his or her copartners, loss or injury is caused to any person not being a partner in the firm, or any penalty is incurred, the firm is liable therefor to the same extent as the partner so acting or omitting to act.

(2) For subsection (1), a partner who commits a wrongful act or omission as a director of a body corporate under the Corporations Act is not to be taken to be acting in the ordinary course of the business of the firm or with the authority of the partner's copartners only because of any 1 or more of the following—

- (a) the partner obtained the agreement or authority of the partner's copartners, or some of them, to be appointed or to act as a director of the body corporate;
- (b) remuneration that the partner receives for acting as a director of the body corporate forms part of the income of the firm;
- (c) any copartner is also a director of that or any other body corporate.

## **14 Misapplication of money or property received for or in custody of the firm**

In the following cases, namely—

- (a) where one partner acting within the scope of the partner's apparent authority receives the money or property of a third person and misapplies it;
- (b) where a firm in the course of its business receives money or property of a third person, and the money or property so received

is misapplied by 1 or more of the partners while it is in the custody of the firm;

the firm is liable to make good the loss.

## **15 Liability for wrongs joint and several**

Every partner is liable jointly with the partner's copartners and also severally for everything for which the firm while he or she is a partner therein becomes liable under either section 13 or 14.

## **16 Improper employment of trust property for partnership purposes**

(1) If a partner, being a trustee, improperly employs trust property in the business or on the account of the partnership, no other partner is liable for the trust property to the persons beneficially interested therein.

(2) However—

- (a) this section does not affect any liability incurred by any partner by reason of the partner's having notice of a breach of trust; and
- (b) nothing in this section prevents trust money from being followed and recovered from the firm if still in its possession or under its control.

## **17 Persons liable by 'holding out'**

(1) Everyone who by words spoken or written or by conduct represents himself or herself, or who knowingly suffers himself or herself to be represented, as a partner in a particular firm, is liable as a partner to any one who has on the faith of any such representation given credit to the firm, whether the representation has or has not been made or communicated to the person so giving credit by or with the knowledge of the apparent partner making the representation or suffering it to be made.

(2) However, where after a partner's death the partnership business is continued in the old firm-name, the continued use of that name or of the deceased partner's name as part thereof does not of itself make the deceased partner's executors or administrators estate or effects liable for any partnership debts contracted after the partner's death.

**18 Admissions and representations of partners**

An admission or representation made by any partner concerning the partnership affairs, and in the ordinary course of its business, is evidence against the firm.

**19 Notice to acting partner to be notice to the firm**

Notice to any partner who habitually acts in the partnership business of any matter relating to partnership affairs operates as notice to the firm, except in the case of a fraud on the firm committed by or with the consent of that partner.

**20 Liabilities of incoming and outgoing partners**

(1) A person who is admitted as a partner into an existing firm does not thereby become liable to the creditors of the firm for anything done before the person became a partner.

(2) A partner who retires from a firm does not thereby cease to be liable for partnership debts or obligations incurred before the partner's retirement.

(3) A retiring partner may be discharged from any existing liabilities by an agreement to that effect between the retiring partner and the members of the firm as newly constituted and the creditors, and this agreement may be either express or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted.

**21 Revocation of continuing guaranty by change in firm**

A continuing guaranty given either to a firm or to a third person in respect of the transactions of a firm is, in the absence of agreement to the contrary, revoked as to future transactions by any change in the constitution of the firm to which, or of the firm in respect of the transactions of which, the guaranty was given.

*Relations of partners to one another***22 Variation by consent of terms of partnership**

The mutual rights and duties of partners, whether ascertained by agreement or defined by this Act, may be varied by the consent of all the partners, and such consent may be either express or inferred from a course of dealing.

**23 Partnership property**

(1) All property and rights and interests in property originally brought into the partnership stock or acquired, whether by purchase or otherwise, on account of the firm, or for the purposes and in the course of the partnership business (the “**partnership property**”) and must be held and applied by the partners exclusively for the purposes of the partnership and in accordance with the partnership agreement.

(2) However, the legal estate or interest in any land which belongs to the partnership shall devolve according to the nature and tenure thereof, and the general rules of law thereto applicable, but in trust, so far as necessary, for the persons beneficially interested in the land under this section.

(3) Where co-owners of an estate or interest in any land not being itself partnership property are partners as to profits made by the use of that land, and purchase other land out of the profits to be used in like manner, the land so purchased belongs to them, in the absence of an agreement to the contrary, not as partners, but as co-owners for the same respective estates and interests as are held by them in the land first mentioned at the date of the purchase.

**24 Property bought with partnership money**

Unless the contrary intention appears, property bought with money belonging to the firm is deemed to have been bought on account of the firm.

**25 Conversion into personal estate of land held as partnership property**

Where land has become partnership property, it shall, unless the contrary intention appears, be treated as between the partners (including the

representatives of a deceased partner), and also as between the representatives of a deceased partner, as personal and not real estate.

## **26 Procedure against partnership property for a partner's separate judgment debt**

(1) After the commencement of this Act a writ of execution shall not issue against any partnership property except on a judgment against the firm.

(2) The court may, on the application by summons of any judgment creditor of a partner, make an order charging that partner's interest in the partnership property and profits with payment of the amount of the judgment debt and interest thereon, and may by the same or a subsequent order appoint a receiver of that partner's share of profits (whether already declared or accruing), and of any other money which may be coming to the partner in respect of the partnership, and direct all accounts and inquiries, and give all other orders and directions which might have been directed or given if the charge had been made in favour of the judgment creditor by the partner, or which the circumstances of the case may require.

(3) The other partner or partners shall be at liberty at any time to redeem the interest charged, or in case of a sale being directed, to purchase the same.

## **27 Rules as to interests and duties of partners subject to special agreement**

The interests of partners in the partnership property and their rights and duties in relation to the partnership shall be determined, subject to any agreement express or implied between the partners, by the following rules—

- (a) all the partners are entitled to share equally in the capital and profits of the business, and must contribute equally towards the losses whether of capital or otherwise sustained by the firm;
- (b) the firm must indemnify every partner in respect of payments made and personal liabilities incurred by the partner—
  - (i) in the ordinary and proper conduct of the business of the firm; or
  - (ii) in or about anything necessarily done for the preservation of the business or property of the firm;

- (c) a partner making for the purpose of the partnership, any actual payment or advance beyond the amount of capital which the partner has agreed to subscribe, is entitled to interest at the rate of 6% per annum from the date of the payment or advance;
- (d) a partner is not entitled, before the ascertainment of profits, to interest on the capital subscribed by the partner;
- (e) every partner may take part in the management of the partnership business;
- (f) no partner shall be entitled to remuneration for acting in the partnership business;
- (g) no person may be introduced as a partner without the consent of all existing partners;
- (h) any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners, but no change may be made in the nature of the partnership business without the consent of all existing partners;
- (i) the partnership books are to be kept at the place of business of the partnership (or the principal place, if there is more than 1), and every partner may, when the partner thinks fit, have access to and inspect and copy any of them.

## **28 Expulsion of partner**

A majority of the partners cannot expel a partner unless a power to do so has been conferred by express agreement between the partners.

## **29 Retirement from partnership at will**

(1) Where no fixed term has been agreed upon for the duration of the partnership, any partner may determine the partnership at any time on giving notice of the partner's intention so to do to all the other partners.

(2) Where the partnership has originally been constituted by deed, a notice in writing, signed by the partner giving it, is sufficient for this purpose.



### **30 Where partnership for term is continued over, continuance on old terms presumed**

(1) Where a partnership entered into for a fixed term is continued after the term has expired, and without any express new agreement, the rights and duties of the partners remain the same as they were at the expiration of the term, so far as is consistent with the incidents of a partnership at will.

(2) A continuance of the business by the partners or such of them as habitually acted therein during the term, without any settlement or liquidation of the partnership affairs, is presumed to be a continuance of the partnership.

### **31 Duty of partners to render accounts etc.**

Partners are bound to render true accounts and full information of all things affecting the partnership to any partner or his or her legal representatives.

### **32 Accountability of partners for private profits**

(1) Every partner must account to the firm for any benefit derived by the partner without the consent of the other partners from any transaction concerning the partnership, or from any use by the partner of the partnership property name or business connection.

(2) This section applies also to transactions undertaken after a partnership has been dissolved by the death of a partner, and before the affairs thereof have been completely wound up, either by any surviving partner or by the representatives of the deceased partner.

### **33 Duty of partner not to compete with firm**

If a partner, without the consent of the other partners, carries on any business of the same nature as and competing with that of the firm, the partner must account for and pay over to the firm all profits made by him or her in that business.

### **34 Rights of assignee of share in partnership**

(1) An assignment by any partner of his or her share in the partnership, either absolute or by way of mortgage or redeemable charge, does not, as

against the other partners, entitle the assignee, during the continuance of the partnership, to interfere in the management or administration of the partnership business or affairs, or to require any accounts of the partnership transactions, or to inspect the partnership books, but entitles the assignee only to receive the share of profits to which the assigning partner would otherwise be entitled, and the assignee must, except in case of fraud, accept the account of profits agreed to by the partners.

(2) In case of a dissolution of the partnership, whether as respects all the partners or as respects the assigning partner, the assignee is entitled to receive the share of the partnership assets to which the assigning partner is entitled as between the assigning partner and the other partners, and, for the purpose of ascertaining that share, to an account as from the date of the dissolution.

### *Dissolution of partnership and its consequences*

#### **35 Dissolution by expiration or notice**

(1) Subject to any agreement between the partners, a partnership is dissolved—

- (a) if entered into for a fixed term—by the expiration of that term;
- (b) if entered into for a single adventure or undertaking—by the termination of that adventure or undertaking;
- (c) if entered into for an undefined time—by any partner giving notice to the other or others of the partner's intention to dissolve the partnership.

(2) In the last mentioned case the partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if no date is so mentioned, as from the date of the communication of the notice.

#### **36 Dissolution by insolvency, death, or charge**

(1) Subject to any agreement between the partners, every partnership is dissolved as regards all the partners by the death or insolvency of any partner.

(2) A partnership may, at the option of the other partners, be dissolved if any partner suffers his or her share of the partnership property to be charged under this Act for the partner's separate debt.

**37 Dissolution by illegality of partnership**

A partnership is in every case dissolved by the happening of any event which makes it unlawful for the business of the firm to be carried on or for the members of the firm to carry it on in partnership.

**38 Dissolution by the court**

On application by a partner the court may decree a dissolution of the partnership in any of the following cases—

- (a) when a partner is shown to the satisfaction of the court to be of permanently unsound mind, in which case the application may be made as well on behalf of that partner by his or her committee or next friend or person having title to intervene as by any other partner;
- (b) when a partner, other than the partner suing, becomes in any other way permanently incapable of performing his or her part of the partnership contract;
- (c) when a partner, other than the partner suing, has been guilty of such conduct as, in the opinion of the court, regard being had to the nature of the business, is calculated to prejudicially affect the carrying on of the business;
- (d) when a partner, other than the partner suing, wilfully or persistently commits a breach of the partnership agreement, or otherwise so conducts himself or herself in matters relating to the partnership business that it is not reasonably practicable for the other partner or partners to carry on the business in partnership with the partner;
- (e) when the business of the partnership can only be carried on at a loss;
- (f) whenever in any case circumstances have arisen which, in the opinion of the court, render it just and equitable that the partnership be dissolved.

**39 Rights of persons dealing with firm against apparent members of firm**

(1) Where a person deals with a firm after a change in its constitution the person is entitled to treat all apparent members of the old firm as still being members of the firm until the person has notice of the change.

(2) An advertisement in the Gazette shall be notice as to persons who had not dealings with the firm before the date of the dissolution or change so advertised.

(3) The estate of a partner who dies or who becomes insolvent, or of a partner who, not having been known to the person dealing with the firm to be a partner, retires from the firm, is not liable for partnership debts contracted after the date of the death, insolvency, or retirement respectively.

**40 Right of partners to notify dissolution**

On the dissolution of a partnership or retirement of a partner any partner may publicly notify the same, and may require the other partner or partners to concur for that purpose in all necessary or proper acts (if any) which cannot be done without his, her or their concurrence.

**41 Continuing authority of partners for purposes of winding-up**

(1) After the dissolution of a partnership the authority of each partner to bind the firm, and the other rights and obligations of the partners, continue notwithstanding the dissolution so far as may be necessary to wind up the affairs of the partnership, and to complete transactions begun but unfinished at the time of the dissolution, but not otherwise.

(2) However, the firm is in no case bound by the acts of a partner who has become insolvent, but this subsection does not affect the liability of any person who has after the insolvency represented himself or herself or knowingly suffered himself or herself to be represented as a partner of the insolvent.

**42 Rights of partners as to application of partnership property**

On the dissolution of a partnership every partner is entitled, as against the other partners in the firm, and all persons claiming through them in respect of their interests as partners, to have the property of the partnership

applied in payment of the debts and liabilities of the firm, and to have the surplus assets after such payment applied in payment of what may be due to the partners respectively after deducting what may be due from them as partners to the firm, and for that purpose any partner or his or her representatives may on the termination of the partnership apply to the court to wind up the business and affairs of the firm.

#### **43 Apportionment of premium where partnership prematurely dissolved**

Where one partner has paid a premium to another on entering into a partnership for a fixed term, and the partnership is dissolved before the expiration of that term otherwise than by the death of a partner, the court may order that repayment of the premium, or of such part thereof as it thinks just, having regard to the terms of the partnership contract and to the length of time during which the partnership has continued, unless—

- (a) the dissolution is, in the judgment of the court, wholly or chiefly due to the misconduct of the partner who paid the premium; or
- (b) the partnership has been dissolved by an agreement containing no provision for a return of any part of the premium.

#### **44 Rights where partnership dissolved for fraud or misrepresentation**

Where a partnership contract is rescinded on the ground of the fraud or misrepresentation of one of the parties thereto, the party entitled to rescind is, without prejudice to any other right, entitled—

- (a) to a lien on, or right of retention of, the surplus of the partnership assets, after satisfying the partnership liabilities, for any sum of money paid by the party for the purchase of a share in the partnership and for any capital contributed by the party; and is
- (b) to stand in the place of the creditors of the firm for any payments made by the party in respect of the partnership liabilities; and
- (c) to be indemnified by the person guilty of the fraud or making the representation against all the debts and liabilities of the firm.

**45 Right of outgoing partner in certain cases to share profits made after dissolution**

(1) Where any member of a firm has died or otherwise ceased to be a partner, and the surviving or continuing partners carry on the business of the firm with its capital or assets without any final settlement of accounts as between the firm and the outgoing partner or the partner's estate, then, in the absence of any agreement to the contrary, the outgoing partner or the partner's estate is entitled at the option of the partner or the partner's representatives to such share of the profits made since the dissolution as the court may find to be attributable to the use of the partner's share of the partnership assets, or to interest at the rate of 5% per annum on the amount of the partner's share of the partnership assets.

(2) However, where by the partnership contract an option is given to surviving or continuing partners to purchase the interest of a deceased or outgoing partner, and that option is duly exercised, the estate of the deceased partner, or the outgoing partner or the partner's estate, as the case may be, is not entitled to any further or other share of profits, but if any partner assuming to act in exercise of the option does not in all material respects comply with the terms thereof, the partner is liable to account under subsection (1).

**46 Retiring or deceased partner's share to be a debt**

Subject to any agreement between the partners, the amount due from surviving or continuing partners to an outgoing partner or the representatives of a deceased partner in respect of the outgoing or deceased partner's share is a debt accruing at the date of the dissolution or death.

**47 Rule for distribution of assets on final settlement of accounts**

In settling accounts between the partners after a dissolution of partnership, the following rules shall, subject to any agreement, be observed—

- (a) losses, including losses and deficiencies of capital, shall be paid first out of profits, next out of capital, and lastly, if necessary, by the partners individually in the proportion in which they were entitled to share profits;
- (b) the assets of the firm including the sums (if any) contributed by the partners to make up losses or deficiencies of capital, shall be applied in the following manner and order—

- (i) in paying the debts and liabilities of the firm to persons who are not partners therein;
- (ii) in paying to each partner rateably what is due from the firm to each partner for advances as distinguished from capital;
- (iii) in paying to each partner rateably what is due from the firm to each partner in respect of capital;
- (iv) the ultimate residue (if any) shall be divided among the partners in the proportion in which profits are divisible.

### *Saving*

#### **48 Saving of rules of equity and common law**

The rules of equity and of common law applicable to partnership shall continue in force except so far as they are inconsistent with the express provisions of this Act.

#### **49 Transitional provision for *Tourism, Racing and Fair Trading (Miscellaneous Provisions) Act 2003***

Section 13, as in force before the commencement of this section, continues to apply to an act or omission that happened before the commencement.

**ENDNOTES****1 Index to endnotes**

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**2 Date to which amendments incorporated**

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 3 December 2003. Future amendments of the Partnership Act 1891 may be made in accordance with this reprint under the Reprints Act 1992, section 49.



### 3 Key

#### Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amdt	= amendment	prov	= provision
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No.[X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renum	= renumbered
ins	= inserted	rep	= repealed
lap	= lapsed	(retro)	= retrospectively
notfd	= notified	rv	= revised edition
o in c	= order in council	s	= section
om	= omitted	sch	= schedule
orig	= original	sdiv	= subdivision
p	= page	SIA	= Statutory Instruments Act 1992
para	= paragraph	SIR	= Statutory Instruments Regulation 2002
prec	= preceding	SL	= subordinate legislation
pres	= present	sub	= substituted
prev	= previous	unnum	= unnumbered

### 4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

#### TABLE OF REPRINTS

Reprint No.	Amendments included	Effective	Reprint date
1	to 1988 Act No. 78	15 May 1989	4 February 1994 (Column discontinued) Notes
1A	to 2002 Act No. 74	1 April 2003	
1B	to 2003 Act No. 94	3 December 2003	

### 5 Tables in earlier reprints

#### TABLES IN EARLIER REPRINTS

Name of table	Reprint No.
Comparative legislation	1

## **6 List of legislation**

### **Partnership Act 1891 No. 7**

date of assent 31 August 1891  
 commenced on 1 January 1892 (see s 2)  
 amending legislation—

### **Statute Law Revision Act 1908 No. 18**

date of assent 23 December 1908  
 commenced on date of assent

### **Decimal Currency Act 1965 No. 61 s 11 sch 2**

date of assent 23 December 1965  
 commenced 14 February 1966 (see s 1(2))

### **Partnership (Limited Liability) Act 1988 No. 78 s 30**

date of assent 11 November 1988  
 commenced 15 May 1989 (proc pubd gaz 13 May 1989 p 334)

### **Discrimination Law Amendment Act 2002 No. 74 ss 1–2, 90 sch**

date of assent 13 December 2002  
 ss 1–2 commenced on date of assent  
 s 90 commenced 31 March 2003 (2003 SL No. 51)  
 remaining provisions commenced 1 April 2003 (2003 SL No. 51)

### **Tourism, Racing and Fair Trading (Miscellaneous Provisions) Act 2003 No. 94 s 1, pt 12**

date of assent 3 December 2003  
 commenced on date of assent

## **7 List of annotations**

### **Repeal**

s 4 om 1908 No. 18 s 2

### **Definition of “partnership”**

s 5 amd 1988 No. 78 s 30(1)

### **Rules for determining existence of partnership**

s 6 amd 2002 No. 74 s 90 sch

### **Postponement of rights of person lending or selling in consideration of share of profits in case of insolvency**

s 7 amd 1965 No. 61 s 11 sch 2

### **Liability of the firm for wrongs**

s 13 amd 2003 No. 94 s 61

### **Transitional provision for Tourism, Racing and Fair Trading (Miscellaneous Provisions) Act 2003**

s 49 ins 2003 No. 94 s 62

**SCHEDULE**

om 1908 No. 18 s 2

**8 Table of renumbered provisions**

## TABLE OF RENUMBERED PROVISIONS

under the Reprints Act 1992 s 43

Previous	Renumbered as
3 (1st sentence) . . . . .	.3(1)
3 (2nd sentence). . . . .	.3(2)
6(1) . . . . .	.6(a)
6(2) . . . . .	.6(b)
6(3) . . . . .	.6(c)
6(3)(a) . . . . .	.6(c)(i)
6(3)(b) . . . . .	.6(c)(ii)
6(3)(c) . . . . .	.6(c)(iii)
6(3)(d) . . . . .	.6(c)(iv)
6(3)(d) (proviso) . . . . .	.6(c)(v)
6(3)(e) . . . . .	.6(c)(vi)
9 (1st sentence) . . . . .	.9(1)
9 (2nd sentence). . . . .	.9(2)
10. . . . .	.10(1)
10. . . . .	.10(2)
14(1) . . . . .	.14(a)
14(2) . . . . .	.14(b)
16 (1st sentence) . . . . .	.16(1)
16 (2nd sentence). . . . .	.16(2)
16 (2nd sentence) (1). . . . .	.16(2)(a)
16 (2nd sentence) (2). . . . .	.16(2)(b)
27(1) . . . . .	.27(a)
27(2) . . . . .	.27(b)
27(2)(a) . . . . .	.27(b)(i)
27(2)(b) . . . . .	.27(b)(ii)
27(3) . . . . .	.27(c)
27(4) . . . . .	.27(d)
27(5) . . . . .	.27(e)
27(6) . . . . .	.27(f)
27(7) . . . . .	.27(g)
27(8) . . . . .	.27(h)
27(9) . . . . .	.27(i)
35 (1st sentence) . . . . .	.35(1)
35 (1st sentence) (1) . . . . .	.35(1)(a)
35 (1st sentence) (2) . . . . .	.35(1)(b)
35 (1st sentence) (3) . . . . .	.35(1)(c)
35 (2nd sentence). . . . .	.35(2)
38(1) . . . . .	.38(a)

Previous	Renumbered as
38(2) .....	38(b)
38(3) .....	38(c)
38(4) .....	38(d)
38(5) .....	38(e)
38(6) .....	38(f)
41 (1st sentence) .....	41(1)
41 (2nd sentence) .....	41(2)
43(1) .....	43(a)
43(2) .....	43(b)
44(1) .....	44(a)
44(2) .....	44(b)
44(3) .....	44(c)
47(1) .....	47(a)
47(2) .....	47(b)
47(2)(a) .....	47(b)(i)
47(2)(b) .....	47(b)(ii)
47(2)(c) .....	47(b)(iii)
47(2)(d) .....	47(b)(iv)