

**THE PARTNERSHIPS (LIMITED) ACT**

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*PARTNERSHIPS (LIMITED)*

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**SCHEDULE**

## THE PARTNERSHIPS (LIMITED) ACT

Cap. 280.

[1853.]

1. This Act may be cited as the Partnerships (Limited) Act. Short title.

2. Limited partnerships may be established in this Island for the transaction of any mercantile, mechanical, agricultural, or manufactory business, by two or more persons, upon the terms, with the rights and powers, and subject to the conditions, limitations, restrictions, and liabilities herein mentioned: Limited partnership.

Provided always, that nothing herein contained shall be construed to authorize or empower any such limited partnership to be formed for the purpose of banking or making insurance.

3. Such partnerships may consist of one or more persons, who shall be general partners, subject to the same liabilities and charges, and shall be entitled to the same benefits and advantages, as co-partners are now by law liable to, chargeable with, and entitled to, 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, but who shall not be liable for, nor chargeable with, the payment of the debts of the partnership, beyond the extent of the fund so subscribed by him or them to the capital of the co-partnership. Number, denomination and liabilities of partners.

4. The general partners only shall have power and authority to transact the business of, and sign for and bind, the partnership. Power of general partners.

Persons desirous of forming partnership as general partners to make certificate. Schedule.

5. The persons desirous of forming any such partnership as general partners shall make and severally sign a certificate, in the form in the Schedule, which shall contain—

- (a) the name or firm under which such partnership is to be conducted;
- (b) the general nature of the business so to be transacted;
- (c) 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;
- (d) the amount of capital which each special partner shall have contributed to the common stock;
- (e) the period at which the partnership is to commence, and the period at which it will terminate.

How certificate to be acknowledged and proved by persons signing same.

6. The certificate mentioned in section 5 may be acknowledged and proved abroad. The certificate shall be acknowledged and proved by the several persons signing the same whether within the Island or abroad before the same persons and subject to the same provisions as is by law provided in the case of deeds to be acknowledged and proved within the Island or abroad; and such acknowledgment shall be made and certified in the same manner as the acknowledgment or probate of the execution of a conveyance of land.

Signature by attorney.

7. Where a special partner shall be absent from this Island, the certificate shall be signed and acknowledged by his lawful attorney or attorneys duly constituted and appointed either by a special power or by a general power containing a special authority to act in the premises, whether within the Island or abroad before the same person and subject to the same provisions as is by law provided in the case of deeds to be acknowledged and proved within the Island or abroad; and such

acknowledgment shall be made and certified in the same manner, and shall have the same validity, as the acknowledgment or probate of the execution of a conveyance of land:

Provided always, that before the certificate shall be so signed and acknowledged, the special power or general power of attorney, as the case may be, shall be duly recorded in the Record Office.

8. With the original certificate with the evidence of the acknowledgment thereof as before directed, shall be recorded a declaration of one or more of the general partners, 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.

Declaration  
to be record-  
ed with  
certificate.

9. The certificate so acknowledged and certified shall be filed in the Record Office, and shall also be recorded at large in a separate book to be kept for that purpose, in like manner and at the same rate of charges as the other records in his office, and shall be kept open to public inspection; and a copy certified by the Deputy Keeper of the Records shall be evidence in all courts and places of the facts therein contained.

Certificate  
to be  
recorded.

10. No such partnership shall be deemed to have been formed under the provisions of this Act until a certificate, probate, and declaration shall have been made, acknowledged, filed and recorded.

No partner-  
ship deemed  
to have been  
formed until  
certificate,  
etc., made.

11. If any person shall make any false statement in such certificate or declaration, all the persons interested in such partnership shall be liable for all the engagements thereof as general partners; and the person making the declaration shall be liable to the penalties of wilful and corrupt perjury.

False state-  
ments in  
certificate.

Terms of partnership to be made public.

12. The terms of the partnership, after the certificate, probate and declaration shall have been so recorded and registered as aforesaid, shall be published for at least six weeks immediately after such recording and registration, in the *Gazette*, and in such two newspapers published in this Island as shall in each case be designated by the Attorney-General, by writing under his hand, and if such publication be not made the partnership shall be deemed general.

Proof of publication.

13. Such designation and publication may be proved by declaration made before a Justice, and may be lodged with the Deputy Keeper of the Records, who shall preserve the same, and shall cause to be noted on the record of the certificate of partnership the fact that due publication has been duly proved, and such declaration or note shall be *prima facie* evidence of such fact.

Provisions as to declarations.

14. Declarations under this Act may be made in this Island or abroad, by virtue of this Act, before such persons as are authorized to take declarations under the Voluntary Declarations Act, or any United Kingdom Statute for the time being in force relating to voluntary or statutory declarations.

Renewal, etc., of partnership.

15. Every renewal, alteration, or continuance of the partnership beyond the time originally fixed for its duration, shall be certified, acknowledged, and recorded, and an affidavit made and filed, and notice given, in the same and like manner as herein required for the original formation of such partnership; and every such partnership which shall be renewed, altered, or continued without such re-registration shall be deemed and taken to be a general partnership.

What to be deemed a dissolution of partnership.

16. 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; and every such partnership which shall in any manner be carried on after any such alteration shall have been made, shall be deemed and taken to be a general partnership, unless renewed as a special partnership, according to the provisions of this Act, in the manner herein described.

17. The business of the partnership shall be conducted under a firm in which the names of all or some of the general partners only shall be used, 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 or consent, he shall be deemed and taken to be a general partner.

How partnership to be conducted.

18. Actions and suits at law or in equity in relation to the business of the partnership may be brought and conducted by and against the general partners only, in the same manner as if there were no special partners.

Actions to be brought by and against general partners only.

19. 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, and the same shall not be deducted from the principal paid by such partner.

Sum contributed by special partner not to be withdrawn, etc.

20. 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

Capital not to be reduced by payments to special partner.

bound to restore the amount necessary to make good his share of capital, with interest thereon, from the time he received the same.

Special partner not to interfere in management.

21. 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 in the name or on account of the partnership, nor be employed for that purpose, as agent, attorney, or otherwise; and if any such limited partner shall interfere, contrary to the provisions of this Act, he shall be deemed and taken to be a general partner.

General partners liable to account to each other and to special partners.

22. The general partners shall be liable to account to each other, and to the special partners, for their management of the partnership, both in law and equity, in like manner as other partners now are liable to.

Partner guilty of fraud liable civilly and criminally.

23. 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 misdemeanour, punishable by fine or imprisonment, or both, in the discretion of the court by which he shall be tried.

Fraudulent assignments, etc., void.

24. Every sale, assignment, or transfer of any of the property or effects of such partnership, made by such partnership when insolvent, or in contemplation of insolvency, 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 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.



25. 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.

Fraudulent assignment, etc., by individual partner void.

26. Every special partner who shall violate any provision of section 24 or 25, 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.

Breach of any provision of section 24 or 25.

27. On the dissolution, or in case of the insolvency or bankruptcy, of the partnership, no special partner shall, under any circumstances, be allowed to withdraw any part of his capital, or to claim as a creditor, until the claims of all the other creditors of the partnership, and all charges thereon, shall be fully paid and satisfied.

On dissolution special partner not to withdraw his capital until creditors satisfied.

28. No dissolution of such partnership by the acts of the parties shall take place previous to the time specified in the certificate of its formation or in the certificate of its renewal, until a notice of such dissolution shall have been filed and recorded in the Record Office and published once in each week, for four weeks, in the *Gazette* and also advertised in such two newspapers published in this Island as shall be designated by the Attorney-General in manner hereinbefore provided, and proof of such dissolution and publication may be made by declaration before a Justice.

Provision as to dissolution.

(Section 5)

## SCHEDULE

## FORM

*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

First: That the name or firm under which such partnership is to be conducted is (*here mention the name or firm as "George Thompson" or "Thompson & Black" as the case may be*).

Second: That the general nature of the business intended to be transacted by such partnership is as follows: (*here insert the general nature and character of the business intended to be carried on*).

Third: 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 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 the City and Parish of Kingston; that the said James Black is a general partner, and his place of residence is also in the City and Parish of Kingston; that the said Henry Lloyd is a special partner, and his place of residence is in the City of London, in the County of Middlesex, in Great Britain; and that the said Alfred Smee is a special partner, and his place of residence is also in the City of London, in the County of Middlesex, in Great Britain, or, as the case may be*).

Fourth: 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: (*insert as thus, or, as the case may be: the said Henry Lloyd, the sum of two thousand dollars, and the said Alfred Smee the sum of one thousand dollars*).

Fifth: That the period at which the said partnership is to commence is the                      day of                      , one thousand nine hundred and                      (*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                      one thousand nine hundred and                      (*insert the date*).

As witness our hands on this                      day of

19

(Signed) *G. Thompson,*  
*James Black,*  
*Henry Lloyd,*  
*Alfred Smee.*