

Case No. 5,866.

GULLAT ET AL. V. TUCKER.

[2 Cranch, C. C. 33.]¹

Circuit Court, District of Columbia.

Nov. Term, 1811.

PARTNERSHIP—LIABILITY FOB DEBTS OF COPARTNER.

A copartnership is not chargeable for goods sold to one of the partners for his separate use, although he ordered them to be charged to the firm, if the vendor knew, at the time of sale, that they were for the sole use of that partner.

Assumpsit, for balance of account The defendant had charged the firm of Gullat & Scott, who were bakers, with groceries delivered to G. and originally charged to G. in the books of Tucker, but were got by G. and ordered by him to be charged to the partnership account.

THE COURT instructed the jury that, If they believed from the evidence that Tucker, at the time he sold and delivered the groceries to Gullat, knew that they were for his separate use, he had no right to charge them to the firm without the assent of Scott. It would be a collusion. *Bond v. Gibson*, 1 Camp. 185.

¹ [Reported by Hon. William Cranch, Chief Judge.]