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Civil Code and Related Subjects: Partnership

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munity property standing in her name was held invalid under the court's previous interpretations of Article 2334, as amended by Act 186 of 1920. A strong dissent in the creditor's interest under the facts of the case is registered on equitable ground apart from the rule stated above.

PARTNERSHIP

*Harold J. Brouillette**

Only two cases in the 1954-1955 term involved the law of partnership. In *Parker v. Davis*¹ the court recognized the jurisprudential rule that one partner cannot bring suit against another on matters pertaining to the partnership until after its dissolution, and then for the limited purpose of getting a final settlement. But the facts rendered that rule inapplicable, the court finding that the transaction giving rise to the suit was independent of the partnership.

*Succession of Jurisich*² was decided by a determination of the meaning of "book value." The partnership agreement provided that upon the death of one of the partners, the surviving partner could buy the interest of the deceased "at its then book value." The surviving partner tendered one-half the value of the business according to the figures on its books. The books did not include a good will account and the heirs of the deceased partner contended that good will should nevertheless be taken into consideration in evaluating the business. The court rejected this claim and cited much authority in holding that book value means what its name says—value as shown on the books, and that the clear words of the agreement could not be avoided.

MANDATE

*Harold J. Brouillette**

*Bourg v. Hebert*¹ was the only case of the term involving the law of mandate. The validity of a mineral lease depended upon the authority of certain substituted agents who had granted it.

* Member, Louisiana Bar.

1. 225 La. 359, 72 So.2d 877 (1954).

2. 224 La. 325, 69 So.2d 361 (1953).

* Member, Louisiana Bar.

1. 224 La. 535, 70 So.2d 116 (1953).