

certificates, and to receive payment of costs and remit the proceeds to America, and he at one time put some money of the company on the stock exchange. He acted also as agent for other companies. Circulars were issued describing his office as the London office of the defendant company. The plaintiff, a shareholder, brought the present action for an injunction to restrain the company from carrying into effect certain resolutions for its reconstruction, and the writ was served on the London agent, whereupon the defendants moved to set aside the service as unauthorized, and Stirling, J., held the same to be invalid, on the ground that the company was not carrying on any particular part of its business in London, and could not be said to be resident in England. He also expressed grave doubts whether the action, in any case, was maintainable in an English court.

BUILDING SOCIETY—ADVANCED MEMBER—MORTGAGE—PROVISO FOR REDEMPTION
—ALTERATION OF RULES AFTER DATE OF MORTGAGE.

In *Bradbury v. Wild*, (1893) 1 Ch. 377, Kekewich, J., decides that where an advanced member of a building society executes a mortgage to the society with a proviso for redemption on payment of the several sums, whether consisting of monthly subscriptions, fines, interest, or other payments, which under the constitution of the said society and the rules and regulations thereof ought to be paid—that although the proviso did not refer to the “rules for the time being,” yet the mortgagor by virtue of his contract, which was one of mortgage and membership combined, was bound by levies made on him under rules passed subsequent to the dates of his mortgage, and could not redeem without paying them.

PARTNERSHIP—VALUE OF SHARE OF DECEASED PARTNER—DIRECTION TO ASCERTAIN
VALUE OF PARTNER'S SHARE BY REFERENCE TO LAST SIGNED ANNUAL ACCOUNT.

Hunter v. Dowling, (1893) 1 Ch. 391, seems to be an illustration of the equity maxim, “That equity considers that to be done which ought to be done.” This was a question arising under a partnership deed which provided that an account should be taken annually and signed by the partners, and further provided that in the event of the death of a partner the value of his share in the partnership should be ascertained by reference to the last signed annual account. One of the partners died shortly after the expiration of a partnership year, and before the account for that year