tion in the action to one Johnston, their co-defendant, against whom judgment has gone by default. The Master said that the denial did not seem to be material to their defence, and if they were willing to withdraw this denial, and admit the right of action of the plaintiffs as against Johnston, there would be no reason why the order asked for should not be made, as no witnesses will be required on the part of the plaintiffs, except such as may prove the existence of the partnership relied on by them, and these will of necessity be at or near Leamington. If the moving defendants accede to the above, the order will be made reciting their admission of the plaintiffs' claim as against Johnston, with costs in the cause. If they do not agree to this, the motion will be dismissed with costs to the plaintiffs only in the cause. T. H. Peine, for the defendants. D. C. Ross, for the plaintiff company.

ARNOLDI v. HAWES, GIBSON & CO.—MASTER IN CHAMBERS—APRIL 11.

Action Against Partners—Statement of Defence in Individual Name—"Subsequent Proceedings"—Conflict of Decision.]—Motion to set aside statement of defence of defendant Hawes. The facts are similar to those in Langman v. Hudson, 14 P.R. 215, and the statement of defence in question is in accordance with that decision, given in 1891. Since that case, however, the question was very fully considered by the Court of Appeal in England in a case of Ellis v. Wadeson (1899), 1 Q.B. 714. From that judgment it seems clear that the motion should succeed so far as to require the statement of defence to be amended, and read as made "on behalf of the firm:" Ellis v. Wadeson, supra, at p. 720. As the point is novel, and the cases above cited are in conflict, the costs will be in the cause. D. D. Grierson, for the plaintiff. J. R. Roaf, for the defendants.