

Co., [1913] A.C. 319, and need not here repeat what is there said. If necessary, I would in this case relieve from forfeiture.

I should mention the fact that copies of two letters were produced and marked, upon the assumption that they would be proved to have been sent. No such proof was given; and I think that these letters, if sent, did not relate to this transaction, but to a transaction in respect of lands on Rutland avenue.

Judgment will, therefore, go for specific performance. The costs should be deducted from the purchase-money.

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MIDDLETON, J., IN CHAMBERS.

JUNE 11TH, 1913.

WIDELL CO. & JOHNSON v. FOLEY BROS.

*Partnership—Action in Name of, after Dissolution—Absence of Authority of one Partner to Sue in Partnership Name—Objection by Partner—Addition of Objecting Party as Defendant*

Appeal by the plaintiff Frank W. Johnson from the order of the Master in Chambers, ante 1338.

G. S. Hodgson, for the appellant.

R. McKay, K.C., for the defendants.

MIDDLETON, J.:—It is conceded that the Widell Co. and Frank W. Johnson carried on business together in partnership, so far at least as the transaction in question is concerned, under the firm name of "Widell Co. & Frank W. Johnson."

It is clear law that a partner may sue in the name of his firm; but, if his co-partner objects, the partner suing may be ordered to give the objecting co-partner security against the costs of the action. See Halsbury's Laws of England, vol. 22, p. 41; also Seal & Edgelow v. Kingston, [1908] 2 K.B. 579.

Widell & Co., the objecting co-partner in this case, is out of the jurisdiction, and has notified the defendants that it is not a party to this litigation; and, fearing to attorn in any way to this jurisdiction, it declines to make the motion necessary for protection.

The true solution of the situation is that indicated in *In re Mathews*, [1905] 2 Ch. 460. The name of Widell Co. should be eliminated from the style of cause, and it should be added as a party defendant. Leave should now be given to