

regard to suicide was merely a warranty or collateral promise, but not a condition, the breach of which would avoid the contract, but this contention was overruled by the Court of Appeal (Collins, M.R., and Stirling and Mathew, L.JJ.), they agreeing with Bigham, J., that it was a condition, the non-observance of which rendered the policy null.

PARTNERSHIP—PLAINTIFF SUING IN FIRM NAME—DEMAND OF NAMES OF PARTNERS—DISCLOSURE OF NAMES OF PARTNERS—AFFIDAVIT—ISSUE WHETHER PARTICULAR PERSON WAS A PARTNER—JURISDICTION TO DIRECT ISSUE—RULES 648A (1), (2)—(ONT. RULES 144, 222).

In *Abrahams v. Dunlop* (1905) 1 K.B. 46 the plaintiff sued in the name of a firm, and the defendants having served a demand for the names of the several persons composing the plaintiff firm, the plaintiffs' solicitor delivered an answer specifying W. E. Abrahams as being the sole partner. An order was then made on the application of the defendants that the plaintiff should furnish on oath the names and addresses of all persons who were partners in the plaintiff firm when the cause of action arose, and of those on whose behalf the action was brought. In answer to this, the affidavit of Louisa Abrahams was filed, which stated that the partners in the firm were herself and W. E. Abrahams, temporarily resident in Australia. She gave her own address, but not that of W. E. Abrahams. An order was then obtained by the defendants requiring her to attend and be cross-examined on her affidavit, which she did; and then, on an application to set aside the writ and service, a Judge in Chambers ordered an issue to be tried as to whether Louisa Abrahams was at the time of the accruing of the cause of action a partner in the plaintiff firm. The plaintiffs appealed, and the Court of Appeal (Stirling and Mathew, L.JJ.) set aside the order, on the ground that on the filing of the affidavit of Louisa Abrahams, it was not competent to direct an issue to be tried apart from the ordinary issues in the action, and that the plaintiffs would be bound by the affidavit as shewing that the action was one by W. E. Abrahams and Louisa Abrahams, and that the statement of claim when delivered must be read as containing that allegation and as being a part of the plaintiffs' case, which the plaintiffs would have to establish. Stirling, J., comments on the apparent difficulty of reconciling Rules 648A (1), and 648A (2) (Ont. Rules 144, 122), the former appearing to require an affidavit and the latter a simple statement of the plaintiffs' solicitor.