

property, the respondent qualified upon two leasehold properties, one of which was assessed in his own name at \$600, and the other to himself and one Hall at \$1,000. The respondent leased the second property but sublet a small part thereof to Hall.

Held, that the assessor should have assessed each tenant of the second property, under sec. 21 of the Assessment Act of 1892, and that the property possessed by the respondent was sufficient, he owning \$600 in his own name and three-fifths of \$1,000 in the name of himself and Hall, making in all \$1,200 leasehold. Motion refused and election confirmed. Each party to pay his own costs.

Sec. 86 Con. Mun. Act, 1892, *Regina ex rel. McGregor v. Ker*, 7 U.C.L.J. 67; Con. Assessment Act, 1892, ss. 20, 21, *Re McCulloch*, 35 U.C.R. 449, referred to.

Clute, Q.C., for the relator.

Aylesworth, Q.C., for the respondent.

WINCHESTER, Master.]

[Feb. 27.]

DAVIDSON *v.* COLUMBIAN FIRE PROOFING CO.

Writ of summons—Notice—Service—Foreign partnership.

On motion by defendants, a foreign partnership, residing in the United States, to set aside service of notice of writ of summons and statement of claim.

Held, that a foreign partnership residing out of the jurisdiction, and having no office within the jurisdiction, cannot be sued in the firm name in Ontario.

Dobson v. Festi (1891) 2 Q.B. 92, followed.

H. Cassels, for defendants.

D. C. Ross, for plaintiff.

WINCHESTER, Master.]

[Feb. 28.]

NEFF *v.* HASTINGS.

Pleading—Crim. con.—Embarrassing pleading struck out—Leave to amend.

In an action for crim. con. the plaintiff pleaded that before the marriage of the plaintiff and his wife the improper relations were commenced between the defendant and the plaintiff's wife, and were continued after the plaintiff's marriage. On motion to strike this paragraph out of the statement of claim, it was

Held that the paragraph should be struck out, but with leave to the plaintiff to amend. Costs to defendant in any event.

Perrin v. Perrin, 1 Addams 1; *Weedon v. Timbrell*, 5 T.R. 357; *Fitzgerald v. Fitzgerald*, 32 L.J.N.S., P.M. & A. 12, referred to.

Geo. Ritchie, for the defendant.

H. M. East, for the plaintiff.