

recovered which will be binding against the firm by serving the writ as mentioned in Ont. Rules 265, 266; whereas in Ontario such service would be invalid even to bind the firm, where all or any of the members were resident abroad.

PRACTICE—PARTNERS SUED IN FIRM NAME—DISSOLUTION OF PARTNERSHIP BEFORE ACTION—SERVICE OF PARTNERS.

*Wigram v. Cox*, (1894) 1 Q.B. 792 is another case which serves to illustrate another variation between the English and Ontario practice on the subject of suing partners in the firm name. The new English Rule, Ord. xlviii. A., r. 3, provides that where it is known to the plaintiff that the firm has been dissolved before action, the writ must be served upon every person within the jurisdiction sought to be made liable. In the present case the plaintiff, having recovered judgment against the firm, applied for leave to issue execution against an alleged partner, but the application was refused because he had not complied with the Rule, and the court (Cave and Wright, JJ.) rescinded an order of Grantham, J., directing an issue to try the question of liability.

PRACTICE—ACTION FOR RECOVERY OF LAND—SPECIALLY INDORSED WRIT—TERMINATION OF TENANCY BY FORFEITURE—ORD. III., R. 6—(ONT. RULE 245).

*Arden v. Boyce*, (1894) 1 Q.B. 796, was an action to recover land. The writ was specially indorsed, and the plaintiff having applied for leave to sign judgment, notwithstanding an appearance under Ord. xiv. (Ont. Rule 739), a Divisional Court (Mathew and Collins, JJ.) refused the application. It appeared that the defendant was a tenant of the plaintiff for a term of seven years, but that the lease contained a proviso that if any rent were in arrear for a certain time the landlord might forthwith determine the lease by notice to quit in writing, or immediately re-enter. Rent being in arrear for the specified time, the plaintiff had given notice to quit. Under these circumstances, the court held that the plaintiff's right to recover possession was based on an alleged forfeiture, and was not, therefore, properly the subject of a special indorsement, and this view was unanimously confirmed by the Court of Appeal (Lord Esher, M.R., Lopes and Davey, L.JJ.).

PRACTICE—"EQUITABLE EXECUTION"—RECEIVER, APPOINTMENT OF—JUDICATURE ACT, 1873 (36 & 37 VICT., c. 66), s. 25, s-s. 8—(ONT. JUD. ACT, s. 53, s-s. 8).

*Harris v. Beauchamp*, (1894) 1 Q.B. 801, is another phase of a case which has already been referred to in other stages of the