

not stand. There was no way in which the relief asked for in them could be granted to Charlton, who was not a party to the action. If the defendant had a power of attorney, he could bring an action in Charlton's name; or, if he had an assignment of the cause of action, he could sue in that capacity. Here, however, he did not set up either position. On the contrary, he asserted that Charlton was the person entitled to the bonds, and the one against whom the plaintiff should proceed to recover them. Since the argument, a telegram from Charlton, dated the 19th May, was produced, in which he spoke of these as "my bonds," and asked to have them sent to him. Paragraphs 11 and 12 should be struck out, with leave to the defendant to amend in a week as he might be advised—and the plaintiff to have further time to reply, if desired. Costs of the motion to the plaintiff in the cause. J. T. White, for the plaintiff. W. M. Hall, for the defendant.

WIDELL CO. & JOHNSON V. FOLEY BROS.—MASTER IN CHAMBERS—
MAY 23.

Partnership—Action in Name of, after Dissolution—Absence of Authority of one Partner to Use Partnership Name—Parties—Stay of Proceedings.—Motion by the defendants for an order striking out the name of the plaintiffs and staying all proceedings. The action, according to the endorsement on the writ of summons, was by "a partnership, of whom one partner, the Widell Co., is a corporation, having its head-office in Mankato, in the State of Minnesota, one of the United States of America, and the other partner, Frank W. Johnson, resides at the city of Toronto." It appeared that the partnership had terminated. The motion was made on grounds similar to those in *Barrie Public School Board v. Town of Barrie*, 19 P.R. 33, where all the authorities are cited. It was supported by an affidavit of the solicitor for the defendants, to which were annexed as exhibits copies of a letter and telegram from the Widell Co., sent before action, to the plaintiffs' solicitors, disclaiming any right of action against the defendants, and notifying the solicitors that Johnson had no authority to represent the Widell Co. & Johnson partnership, for the purpose of bringing such an action. The writ was issued on the 18th April, the letter above-mentioned being dated the 7th April, and the telegram the following day. No affidavit was put in by the plaintiffs, and there