

Council which tried the plaintiff had been also a member of the Medical Defence Union, but was not actually a party to or aware of the proceedings taken by the Union against the plaintiff. He was elected a member of the Council on May 3rd, and on the same day sent in his resignation as a member of the Defence Union. The articles of association provided that any member of the Union might resign on giving two months' notice of his intention so to do, "and upon the expiration of such notice he shall cease to be a member." The inquiry was held on May 28th, but the court was of opinion that the member objected to was not disqualified under the above circumstances from taking part in the inquiry.

PRACTICE—WRIT OF SUMMONS—SERVICE—PARTNERSHIP FIRM, ACTION AGAINST—
ORD. XLVIII. A., RR. 1, 3, 8—(ONT. RULES 265, 266).

Worcester City and County Banking Co. v. Firbank, (1894) 1 Q.B. 784, may be usefully noted as marking an important variation in the practice in England and Ontario in relation to actions against partners sued in the firm name. Under the later English Rules, Ord. xlviii. A., rr. 1, 3, 8, it is now held by the Court of Appeal (Lord Esher, M.R., Lopes and Davey, L.JJ.) that a firm carrying on business in England may now be sued in their firm name, notwithstanding that all the partners may be resident abroad; whereas under the former English Rules, which were similar to Ont. Rules 265, 266, it was held that a firm could only be sued in the firm name where the partners were all resident within the jurisdiction, which, we take it, must still be the construction to be placed on the Ontario Rules. But even under the present English Rules, it was held in this case that service of the writ could not be effected substitutionally on a member of a firm residing out of the jurisdiction so as to make it good service on the firm, because personal service on such partner could not have been validly effected without first obtaining leave, which had not been obtained, and service could not be validly made substitutionally on a party where there was no power to serve him personally. In order to bind a member of such a firm personally by the judgment according to the present English practice, it is necessary to make him a party, and obtain leave to serve him with the writ, as in the case of any other foreign defendant, or else to serve him with the writ within the jurisdiction; but a judgment may be