

follows: An affidavit stating the date of and parties to the bill of sale, and the date of the original registration, and of the last renewal, and that the bill is still a subsisting security, is brought into the proper office of the Court of original registration, and is left there.

If the registration of a bill of sale is not so renewed in any period of five years, then on and from the expiration of that period the bill cannot be again registered.

104. A transfer or assignment of a registered bill of sale need not be registered; and renewal of registration is not necessary by reason only of such a transfer or assignment.

105.—(1.) Where the time for registration or renewal of registration of a bill of sale expires on a Sunday, or other day on which the office for registration is closed, the registration or renewal is valid if made on the first subsequent day on which the office is open.

(2.) If in any case the Court is satisfied that failure to register or to renew the registration of a bill of sale in due time, or any omission or mis-statement connected with registration or renewal, was accidental or inadvertent, the Court may, if it thinks fit, order the failure, omission, or mis-statement to be rectified in such manner and on such terms, if any, respecting security, notice by advertisement or otherwise, or any other matter, as the Court thinks fit.

(3.) The provisions of this Order do not apply to a bill of sale executed before the commencement of this Order.

106. The power conferred by this Order for framing Rules from time to time is hereby extended to the framing of Rules for prescribing and regulating the making and keeping of indexes, and of a general index, to the registers of bills of sale, and searches in those indexes, and other particulars connected with the making, keeping, and using of those registers and indexes, and for authorising and regulating the removal from the register of any bill of sale, or the registering of any release or satisfaction in respect thereof.

PART XVI.—PARTNERS.

107.—(1.) Persons claiming or being liable as partners may sue or be sued in the firm name, if any.

(2.) Where partners sue in the firm name, they must, on demand in writing on behalf of any defendant, forthwith declare the names and addresses of the partners.

(3.) Otherwise, all proceedings in the suit, may, on application, be stayed on such terms as the Court thinks fit.

(4.) When the names of the partners are so declared, the suit proceeds in the same manner, and the same consequences in all respects follow as if they had been named as the plaintiffs in the petition.

(5.) All subsequent proceedings, nevertheless, continue in the firm name.

(6.) Where partners are sued in the firm name, the petition must be served either on one or more of the partners within the jurisdiction, or at the principal place of the partnership business within the jurisdiction, on some person having then and there control or management of the partnership business.

(7.) Where one person, carrying on business in the name of a firm apparently representing more persons than one, is sued in the firm name, the petition may be served at the principal place of the business within the jurisdiction on some person having then and there control or management of the business.

(8.) Where partners are sued in the firm name they must appear individually in their own names.

(9.) All subsequent proceedings, nevertheless, continue in the firm name.

(10.) Where a person, carrying on business in the name of a firm apparently representing more persons than one, is sued in the firm name he must appear in his own name.

(11.) All subsequent proceedings, nevertheless, continue in the firm name.

(12.) In any case not hereinbefore provided for, where persons claiming or being liable as partners sue or are sued in the firm name, any party to the suit may, on application to the Court, obtain a statement of the names of the persons who are partners in the firm, to be furnished and verified on oath or otherwise, as the Court thinks fit.

(13.) Where a judgment is against partners in the firm name, execution may issue—

(i.) Against any property of the partners as such; and

(ii.) Against any person who has admitted in the suit that he is a partner, or who has been adjudged to be a partner; and

(iii.) Against any person who has been served in the suit as a partner, and has failed to appear.

(14.) If the party who has obtained judgment claims to be entitled to issue execution against any other person, as being a partner, he may apply to the Court for leave so to do; and the Court, if the liability is not disputed, may give such leave, or if it is disputed may order that the question of the liability be tried and determined as a question in the suit, in such manner as the Court thinks fit.

(15.) The provisions of Part XVI. may be from time to time varied by Rules made under this Order.

PART XVII.—OFFICIAL.

108. Notwithstanding anything in this Order, a District Court shall not exercise any jurisdiction in any proceeding whatsoever over Her Majesty's Minister, or his official or other residences, or his official or other property.

109. Except as in this Order expressly provided, nothing in this Order shall preclude any of Her Majesty's Consular officers from performing any act, not of a judicial character, which Her Majesty's Consular officers might by law, or by virtue of usage or sufferance, or otherwise, have performed if this Order had not been made.

110. Whenever an Acting Consular officer has commenced the hearing of any cause or matter, civil or criminal, he may, unless the Consul-General otherwise directs, continue and complete the hearing and determination thereof, notwithstanding that his authority to act as such Consular officer has otherwise ceased by reason of the expiration of the time for which he was appointed to act, or by reason of the happening of any event by which his authority is determined.

111. Any suit or proceeding shall not be commenced in any Court in Siam or the Straits Settlements against any person for anything done, or purporting to be done, or anything omitted in pursuance, or execution, or intended execution of this Order, or of any Regulation or Rule made under it, unless notice in writing is given by the intended plaintiff or prosecutor to the intended defendant one clear month before the commencement of the suit or proceeding,