Bailhache, J., to whom the application was made, came to the conclusion that although an alien enemy cannot sue in British Courts during a war, yet there is nothing to prevent an alien enemy from being sued except the possible difficulty of serving him, and that as the plaintiff may sue so also the defendant is at liberty to appear and defend such an action, but whether an alien enemy could recover costs, if any, awarded him during the war, he doubted.

LANDLORD AND TENANT—AGREEMENT FOR LEASE—ASSIGNMENT BY DEED—NO ENTRY BY ASSIGNEE—PRIVITY OF CONTRACT—PRIVITY OF ESTATE—LIABILITY OF ASSIGNEE FOR RENT.

Purchase v. *Lichfield Brewery Co.* (1915) 1 K.B. 184. In this case the plaintiff sought to make the defendants, who were assignees of a term liable for the rent of the demised premises. Lumis, the original lessee for a term of 15 years, held under an agreement for a lease not under seal which he assigned by way of mortgage to the defendants, who neither executed the deed, nor made any entry on the premises. The County Court Judge, who tried the action, gave judgment for the plaintiff, thinking the case was governed by *Williams* v. *Bosanquet* (1819) 1 Brod. & B. 238; but the Divisional Court (Horridge and Lush, JJ.) held that the agreement under which the original lessee held was not a lease but merely an agreement for a lease, and that notwithstanding the lessee might have had an equitable right to demand a legal lease, yet the assignee of the agreement by way of mortgage had not necessarily that right; that as between the plaintiff and the defendants there was neither privity of contract nor privity of estate, and therefore the action could not be maintained. The case is distinguished from *Williams* v. *Bosanquet* because there the lease was under seal, and here no term was created, but merely an agreement for a term, and from *Walsh* v. *Lonsdale*, 21 Ch.D. 9, because there the assignee had entered into possession.

RAILWAY—CARRIAGE OF GOODS—SPECIAL CONTRACT—"OWNER'S RISK"—NON-DELIVERY OF ANY CONSIGNMENT—NON DELIVERY OF PART OF CONSIGNMENT.

Wills v. *Great Western Ry.* (1915) 1 K.B. 199. This was an appeal from the decision of Bray and Lush, JJ. (1914) 1 K.B. 263 (noted *ante* vol. 50, p. 224). The action was for damages for non-delivery of goods by a railway company. The goods were received by the company under a special contract which provided that the company should be relieved from "all liability for loss,