

prosecution for trading with the enemy contrary to the Imp. Act, 4 & 5 Geo. 5, c. 87, s. 1. The facts were that the accused had business dealings with a German firm of lithographers in Nuremberg, and at the outbreak of the war the German firm had a number of lithographic transfers to which the defendants were entitled. These transfers were prints on grease-proof paper taken from stones, and which could be transferred to other stones by the defendants in England. After the outbreak of the war the defendants procured the delivery of these transfers, and were convicted for committing a breach of the Act above referred to at a trial before Atkir, J., and the conviction was affirmed by the Divisional Court (Lord Reading, C.J., and Bray and Lush, JJ.).

BASTARDY—APPLICATION DISMISSED BY JUSTICES FOR WANT OF CORROBORATION—RENEWAL OF APPLICATION—RES JUDICATA.

*McGregor v. Telford* (1915) 3 K.B. 237, was an application by the mother of an illegitimate child against the putative father, under the Bastardy Act. It was objected that a previous application had been made by the mother and dismissed for want of corroborative evidence, and it was contended on behalf of the respondent that this constituted *res judicata*. The Justices overruled the objection, heard the complaint, and ordered the respondent to pay a weekly sum for the support and education of the child. On a case stated, the Divisional Court (Lord Reading, C.J., and Ridley and Scrutton, JJ.) held that the dismissal of the prior application was in the nature of a nonsuit, and did not preclude the renewal of the application on better evidence.

CONTRACT—WRITING—RESIGN OR VARIATION—SUBSEQUENT PAROL AGREEMENT—EVIDENCE—ADMISSIBILITY—STATUTE OF FRAUDS.

*Williams v. Moss' Empires* (1915) 3 K.B. 242. In this case the plaintiff entered into an agreement in writing, which was not to be performed within a year, to perform at the defendants' theatre on certain terms, including the payment of salary at a specified rate. During the currency of the contract, and within less than a year from its termination, the parties verbally agreed to a variation of the plaintiff's salary for a part of the remainder of the engagement. The action was brought to recover the salary earned since the verbal agreement at the rate specified in the original contract. The defendant set up the subsequent verbal agreement. The Judge of the County Court held that, as the original contract was required to be in writing, it could not be