in this case the Judge considered that this intention existed, as the evidence showed that the tapestry could not be removed from the walls without suffering injury by tearing, and that the removal of the nails holding the battens to the walls would involve some injury to the brickwork.

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WHITTAKER v. SCARBOROUGH POST NEWSPAPER CO.

[W.N. 72; S. J. 598; L. T. 205; T. 488; L. J. 411.

If, in an action against a newspaper for libel, an interrogatory is delivered asking the number of copies printed and circulated of that issue, is it a sufficient answer to reply "a considerable number"?

Yes, said the Court of Appeal (Esher, M.R., Kay and Smith, L. JJ.), overruling the celebrated Times case, Parnell v. Walter, L. R. 24 Q. B. D. 441. (P. 194).

* * *

IN RE DOETSCH (DEC.).

[ROMER, J., JULY 24.—Chancery Division.

Agreement — Foreign law—"Lex loci contractus"—"Lex fori."

The plaintiffs were creditors of a partnership firm of Sundheim & Doetsch, who carried on business in Spain; the plaintiffs' claim arising under an agreement between themselves and the partnership executed in London in November, 1893. Doetsch died in 1894 domiciled in England, and having appointed the defendants his executors.

The plaintiffs brought this action, claiming that the surplus of the testator's estate, after satisfying his separate debts, was liable in equity to the joint debts of himself and his partner in respect of the partnership, and claiming administration. The defendants pleaded that the plaintiffs' rights under the contract were governed by Spanish law, according to which the plaintiffs were not entitled to have any part of the testator's estate applied in payment of the debt due from the partnership, unless and until the plaintiffs had (as they had not) had recourse to and had exhausted the property of the partnership.

H. T. Eve, Q.C., and Howard Wright for the plaintiffs.

Cozens-Hardy, Q.C., and J. Austen Cartmell for the defendants.

Romer, J., held that the objection failed. The difference between the laws of the two countries was a difference of procedure only. It was clear that, according to English law, the plaintiffs were entitled to claim against the assets which were being administered in England before proving that the partnership property was exhausted, and the Spanish law did not affect their rights here (Bullock v. Caird, 44 Law J. Rep. Q. B. 124; L. R. 10 Q. B. 276). The plaintiffs' rights were governed by the law of England, that being the lex loci contractus.

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HIGGINSHAW MILLS AND SPINNING CO., LIMITED, RE. THE MANCHESTER AND COUNTY BANK v. THE HIGGINSHAW MILLS AND SPINNING CO., LIMITED.

[L. T. 254; L. J. 417; S. J. 634.

On the winding up of a company, can a mortgagee with a right to distrain on the company's premises for interest conferred upon him by the mortgage deed distrain for arrears of interest?

Only by leave of the Court, and this leave, said the Court of