

unnecessary expense. North, J., having refused to discharge the order, his decision was upheld by the Court of Appeal, who expressed their approval of the limited form in which the order had been made.

PRACTICE—SERVICE OUT OF THE JURISDICTION—INJUNCTION.

The principle laid down in *Marshall v. Marshall*, 38 Chy. D. 330, is important. An application was made by the plaintiff, resident in Scotland, for leave to issue a writ against the defendant, also resident in Scotland, for an injunction and damages, on the ground that the defendant was selling goods in England in such a way as to lead the public to believe they were the plaintiff's goods. But it was held that as an injunction in England could only be enforced against the defendant's agents and not against himself, the matter ought to be left to the Scotch Courts, and leave to issue the writ was therefore refused.

VENDOR AND PURCHASER—CONDITIONS OF SALE—TIME, WHEN OF THE ESSENCE OF THE CONTRACT.

It is not very surprising to learn that in *Hatten v. Russell*, 38 Chy. D. 334, Kay, J., decided that where a contract for sale fixes a day for completion, and provides that if the purchase is not completed on that day the purchaser shall pay interest from that day until completion, time is not of the essence of the contract, so as to entitle the purchaser immediately to repudiate the contract; if in consequence of a defect of conveyance merely, and not of title, the vendor is unable on his part to complete by the day named, and that where the defect is simply one of conveyance, and time is not of the essence of the contract, the purchaser is not entitled to repudiate after the day fixed for completion until he has given the vendor notice to remove the defect within a reasonable time, and the vendor has failed to do so.

INTERNATIONAL LAW—DE FACTO GOVERNMENT—CONTRACT—DE JURE GOVERNMENT.

Republic of Peru v. Dreyfus, 38 Chy. D. 348, is a decision of Kay, J., on an important question of international law, to the effect that a contract made with a *de facto* revolutionary government by the subject of a foreign State which has recognized the *de facto* government, is one that by the law of nations is binding on the *de jure* government, if subsequently restored to power; and in litigating with such foreign subject in respect of rights arising out of such a contract, the *de jure* government must adopt the contract, and only such defences are open to it as would have been open to the *de facto* government.

CROWN PREROGATIVE—DEBTOR TO CROWN—PRIORITY.

In re West London Commercial Bank, 38 Chy. D. 364, brings up a point which does not often find its way into the reports, the crown prerogative as against its debtors. In this case letter receivers were in the habit, with the sanction of the Postmaster-General, of paying moneys received on account of the Post Office into a bank to their private account together with their own