

that almost all the shares are held by alien enemies: *Amorduct Mfg. Co. v. Defries*, 31 T.L.R. 69.

A company which is registered in England, and carries on business there, but in which the majority of the shares are held by alien enemies, is entitled to sue for the price of goods sold and delivered, if it is not employed to sell the goods as the agent of an alien enemy with the object of remitting the money abroad, inasmuch as the right of such company to trade in England and the right of British subjects to trade with it in England are recognized by the Trading with the Enemy Act, 1914, and the Proclamations issued thereunder: *Continental Tyre, etc., v. Tilling Ltd.*, 31 T.L.R. 77.

Where an action for the infringement of patent, registered in the joint names of an English and an enemy company, is brought nominally in the names of both companies, but in whom the sole right of prosecuting proceedings for the infringement is in the British company, the Court will not entertain an objection to the proceedings because one of the companies is an alien enemy, since to deny the British company the right to prosecute the action would be to deny to a British subject the right to bring an action for his own protection: *Mercedes Daimler Motor Co. et al. v. Maudslay Motor Co.*, [1915] W.N. 54, 31 T.L.R. 178.

An officer of an enemy manufacturing company in charge of a manager who had authority to enter into contracts, and to sue and be sued on behalf of the company, is not a "branch" in the sense of sec. 6 of the Trading with the Enemy Proclamation, and that the payment of money after the date of the proclamation, in fulfilment of a previous contract, is not a "transaction," in the sense of that section, so as to be within the exception of transactions by or with the enemy having a branch situated in British territory: *Orenstein, etc., v. Egyptian Phosphate Co.*, [1915] S.C. 55.

BANKS.—In an action by an enemy banking company on a bill it was pleaded that the plaintiffs were alien enemies, and that their license under the Aliens Restriction Act, 1914, did not authorize their London branch to present and receive payment of the bill. It was held, that the transactions permitted by the license were not limited to transactions with the London branch, and that the transaction would in the ordinary course have been carried out in London; nor was the presentment or collection a new transaction, and that they were, therefore, entitled to recover: *Direction Der Disconto-Gesellschaft v. Brandt & Co.*, 31 T.L.R. 586.

The Court will not make a vesting order under sec. 4 of the Trading with the Enemy Act of a disputed balance of an enemy bank in an English bank, since that would be placing the custodian in the position of an assignee of a disputed debt: *Re Bank für Handel, etc.*, [1915] W.N. 145.

INSURANCE.—By a Proclamation issued with statutory authority it was declared that, where an enemy had in Britain a branch carrying on insurance business, transactions with the branch should be considered as transactions with the enemy. It was held that the Proclamation was not retrospective, and that, in any case, an action against the enemy insurance company to recover a loss was not a transaction within the meaning of the Proclamation, and that the right of suit in respect of the obligation to pay the loss was not suspended by reason of the war: *Ingle v. Mannheim Continental Ins. Co.*, [1915] 1 K.B. 227, 31 T.L.R. 41.