

branch. Payment being refused, this action was brought, which Rowlatt, J., held would not lie.

FOREIGN JUDGMENT—JURISDICTION OF FOREIGN COURT—CONDITIONAL APPEARANCE—MOTION TO SET ASIDE WRIT—JUDGMENT BY DEFAULT.

Harrie v. Taylor (1915) 2 K.B. 580. This was an action on a judgment recovered by the plaintiff against the defendant in the High Court of the Isle of Man. On being served with process in that Court, the defendant entered a conditional appearance, and moved to set aside the writ and service, on the ground that he was domiciled in England, and was not subject to the jurisdiction of the Court of the Isle of Man. The motion was dismissed, and the defendant did nothing more, and judgment was recovered against him by default. Bray, J., gave judgment for the plaintiff on the ground that by his conditional appearance the defendant submitted to the jurisdiction of the Court for the purpose of getting a decision of the Court as to whether or not he was subject to its jurisdiction, and, that point having been decided against him, he was bound by the subsequent proceedings against him, and his judgment was affirmed by the Court of Appeal (Buckley, Pickford and Bankes, L.JJ.).

SHIP—CHARTER PARTY—PROVISION FOR CESSATION OF PAYMENT OF HIRE—"LOSS OF TIME THROUGH DAMAGE PREVENTING EFFICIENT WORKING OF VESSEL FOR MORE THAN 48 HOURS"—LOSS OF TIME EXCEEDING 48 HOURS—CESSATION OF PAYMENT FOR FIRST 48 HOURS.

Mcade-King v. Jacobs (1915) 2 K.B. 640. The Court of Appeal (Buckley, Pickford and Bankes, L.JJ.) have affirmed the decision of Bailhache, J. (1914) 3 K.B. 156 (noted *ante* vol. 50, p. 536) to the effect that, under a provision in a charter party providing for the cessation of payment of hire in case of "loss of time through damage preventing efficient working of vessel for more than 48 hours," in the event of the clause taking effect, the cessation of payment dates from the beginning and not from the lapse of the 48 hours.

ASSIGNMENT FOR BENEFIT OF CREDITORS—EXECUTION OF DEED NOT COMMUNICATED TO ANY CREDITOR—REVOCABILITY OF DEED.

Ellis v. Cross (1915) 2 K.B. 654. In this case the simple question was whether or not a voluntary deed of assignment for the