

in allowing an appeal from this judgment in 31 T.L.R. 107, it was said, that an action by one party to a contract for a declaration as to its construction will not lie in the absence of the other party, where there is no third party whose interests make it necessary to determine its construction.

A c.i.f. contract for the sale of hides entered into between the subjects of an allied state with the subjects of a state afterwards at war with the allied states becomes illegal on the outbreak of the war, and is rendered incapable of breach for which no recovery can be had: *Kreglinger & Co. v. Cohen, etc.*, 31 T.L.R. 592.

During the war of England with the United States in 1812, a native of America made several consignments to a British subject in England, who would dispose of them in France and afterwards remit the proceeds. In an action by the American against the assignee in bankruptcy of the estate of the British subject, it was held, that he could only prove as a creditor for the cargoes shipped after the signing of the peace preliminaries at Ghent, but not for the cargoes that arrived during the war: *Ogden v. Peele*, 8 D. & R. 1.

BILLS AND NOTES.—An action may be maintained here by a neutral on promissory notes given to him by a British subject in an enemy's country for goods sold there: *Houriel v. Morris*, 3 Camp. 303.

Though a bill drawn by a prisoner of war in France upon a person resident in England in favour of an alien enemy could not have been originally enforced, the drawer is liable on a subsequent promise in time of peace: *Duhammel v. Pickering*, 2 Stark. 90.

It is no defence to an action to a bill of exchange that the plaintiff sues in trust for an alien enemy: *Daubuz v. Morshead*, 6 Taunt. 332.

An alien, to whom a bill, drawn on England by a British subject detained prisoner in France during war with England, payable to another British subject also detained there, is indorsed by the latter, he may sue on it in this country after the return of peace: *Antoine v. Morshead*, 6 Taunt. 237.

PARTNERSHIPS.—Where a partnership contract is no longer possible of being carried out according to its terms by reason of war, as where a license to trade as partners on the terms that no payments should be made to or for alien enemies, while some of the very partners are alien enemies, the Court will make an order *ex parte* for the appointment of a receiver and manager of the business carried on by the partnership: *Armitage v. Borgman*, [1915] W.N. 21, 59 S.J. 219.

In an action on a bill of exchange and for goods supplied before the war by a firm, of which one of the partners was an alien enemy, but which partnership was dissolved by mutual consent at the outbreak of the war, does not preclude the British partner from recovering thereon by reason of secs. 6 and 7 of the Trading with the Enemy Act: *Wilson v. Ragosine & Co.*, 31 T.L.R. 264.

An action is maintainable by a receiver of a partnership of whom one of the partners is an alien enemy residing in the enemy country, to recover the price of goods sold by the partnership: *Rombach v. Gent*, 31 T.L.R. 492.

CORPORATIONS AND COMPANIES.—A limited company registered in this country according to English law is not prevented from suing by the fact