

ly ridiculed by England. While it is true, as contended by the United States, that the seals are useful animals; that it is necessary to the perpetuation of their species that they make their annual migration to the Pribyloff Islands, and that during this transit they cannot be indiscriminately killed without danger of extermination; yet the proper way of preventing so deplorable a result is plainly the adoption of a treaty by the parties concerned, recognizing their respective rights, if any, in the sealing industry, and limiting the prosecution of the business to such periods as shall not interfere with the perpetuation of seal life. The matter was finally submitted to an august tribunal of arbitration, which met in Paris in the winter of 1892-93, and which

finally decided against the claim of the United States that Behring Sea is a *mare clausum*, although the force of the decision is softened by the further findings and recommendations of the Court in respect of the preservation of the seals. However uncomfortable for us the decision may be, it is gratifying to our pride that the sense of fair play which abides in the hearts of all our people has secured general recognition of the justice of the decision; yet it was feared during the pendency of this dispute that war might result to enforce our absurd claims. That it might easily have resulted had the controversy been with a lesser power than England is perfectly conceivable, and furnishes food for sober reflection."

RECENT ENGLISH DECISIONS.

High Court of Justice.

WYNNE v. TEMPEST.

[CHITTY, J.—Chancery Division.—16th
DECEMBER, 1896.]

Practice—Parties—Third party—Following trust moneys—Partners of deceased co-trustee—Indemnity—Rules of the Supreme Court, Order XVI., Rule 48.

Action seeking to make the defendant liable for a breach of trust by him and his deceased co-trustee. The defendant alleged that the trust money was paid to the deceased as a member of a firm of solicitors, and obtained an order under Order XVI., Rule 48, giving him leave to serve a third-party notice against the surviving partners of the firm. They now moved to discharge the order.

It was contended in support of the order that the deceased having acted within the scope of his apparent authority as partner in receiving the money, the other members of his firm became liable; that the defendant was entitled to follow the trust money into the hands of the firm who had notice of the trust, and to charge the surviving partners with the amount.

Chitty, J., held that the notice was not within Order XVI., Rule 48. The claim of the defendant to bring the third parties before the Court was founded on an alleged right of indemnity. The right arose, if at all, not under any contract, but resulted from the relation of the parties. The defendant's claim to follow the trust money, and to charge the