claimed indemnity with notice of the appeal. The majority of Court of Appeal (Lord Esher, M.R., and Fry, L.J.) held that the plaintiff was not obliged to do this, but that it was the duty of the defendant to apply to the court for leave to serve the third parties with notice; from this, however, Cotton, L.J., dissented, being of the opinion that as the third parties had obtained leave to appear at the trial, the plaintiff should have notified them of the appeal.

PRACTICE—ADVERSE PARTY CALLED AS A WITNESS—RIGHT TO CROSS-EXAMINE.

In *Price* v. *Manning*, 42 Chy.D. 372, a party to the action called his opponent as a witness, and then on re-examination proposed to cross-examine him as an hostile witness, this Kay, J., refused to allow; and on appeal, Cotton, Fry, and Lopes, L.JJ., held that it was in the discretion of the judge at the trial to permit it or not, according as it should appear to him, whether or not the witness showed himself so hostile as to justify his cross-examination.

VENDOR AND PURCHASER—CONDITIONS OF SALE—RIGHT TO RESCIND—UNWILLINGNESS TO COMPLY WITH REQUISITIONS.

In re Starr Bowkett Building Society and Sibun, 42 Chy.D. 375, was an application under the Vendor and Purchaser's Act, in which the question was as to the right of the vendors to rescind the contract. The land had been sold subject to a condition that if the purchaser should "make any objection to, or requisition on, the title" which the vendors should be "unable or unwilling to remove or comply with," the vendors might, by notice in writing, cancel the contract. Requisitions were sent in, and thereupon the vendors, who were trustees passed a resolution that as some of the requisitions could not be complied with, and others would cause great trouble and expense, notice should be given to rescind the contract, and notice was given accordingly. Chitty, J., held that the vendors were not bound to state their reasons for rescinding, and though the word "unwilling" ought to be interpreted "reasonably unwilling," yet on a general statement by the vendors that the rescision was *bona fide*, and in the absence of any evidence of caprice or *mala fides*, the Court ought not to infer that the vendors were acting unreasonably, the vendors were justified therefore in rescinding, and the contract had been annulled; and this decision was affirmed by the Court of Appeal (Cotton, Fry, and Lopes, L.JJ.)

INJUNCTION—PAST INFRINGEMENT OF PATENT—INTENTION TO INFRINGE.

Proctor v. *Bailey*, 42 Chy.D. 390, is one of those cases which shows that an injunction is not to be granted to restrain an infringement of patent, unless there is really a foundation for believing that an infringement is contemplated. In this case, one Bennis set up four machines in the defendant's premises, in August, 1882, to be taken and paid for if they worked satisfactorily. They were used until April, 1883, when the defendant, being dissatisfied with them, took them down, and laid them in his yard, and called on Bennis to take them away, and never used them again. Bennis did not remove them till January, 1885. In March, 1887, Proctor (the plaintiff in the present case), who had obtained judgment