

The case of *Zinc Corporation & Romaine v. Skipwith & Os.* (1914) 31 T.L.R. 107, illustrates the extraordinary difficulty of a domestic tribunal doing justice where alien enemies are concerned. Before the war an English company had contracted to supply large quantities of zinc concentrates to Hirsch & Son, who became alien enemies when war broke out. The directors, who desired to know their position thereupon proceeded to enter into contracts on the footing that the contracts were abrogated and not merely suspended by the war. In an action for an injunction to restrain the defendants from so acting, Sargant, J., held that the contracts were merely suspended, and that the defendants were not entitled to act as if they were abrogated. The full Court of Appeal reversed this judgment on the ground (as succinctly stated by Buckley, L.J.) that "an action does not lie where it is sought to obtain, in the presence of A. and the absence of B., a declaration as to the construction of an agreement between A. and B., where there are no third parties whose interests make it necessary to determine the construction."

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#### DIVISIONAL COURT LAW IN ONTARIO.

The accuracy of the recent decision of a Divisional Court of the Province of Ontario in the case of *Cut Rate Plate Glass Company v. Solodinski*, 34 O.L.R. 604, seems open to question. The facts are somewhat meagrely reported, but we gather from what is said that one Solodinski was the owner of the land in question, subject *inter alia* to certain mortgages held by the defendant Margaret Hyslop on which it would appear the whole amount had not been advanced before the lien of the T. Eaton Company, under contract made by them with Solodinski, was registered. The date of this contract is not stated in the report, but no question