

FOREIGN JUDGMENT—APPEARANCE IN FOREIGN COURT—DEFAULT
JUDGMENT SET ASIDE, AND SUBSEQUENTLY RESTORED ON
APPEAL.

Guiard v. De Clermont (1914), 3 K.B. 145. This was an action recovered in a French Court. The defendants contended it was not enforceable against them in England. The defendants had a notification of the institution of the proceedings in the French Consul, which had been sent to the French Consul in London, who informed the defendants and requested them to take up the papers which they declined to do. Judgment was given against the defendants in the French Court for default, and intimation thereof was given to the defendants in the same way, but they took no notice thereof until an application was made to attach certain moneys of the defendants in a French bank, when they applied to the French Court to open the proceedings, which was done, but the plaintiff appealed and the original judgment was restored. In these circumstances Lawrence, J., held that the judgment was enforceable in England because the defendants had voluntarily appeared in the French proceedings, and the judgment took its whole force and effect from the decision of the Court of Appeal and not from the original default judgment.

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

Meade-King v. Jacobs (1914), 3 K.B. 156. In this case the point decided is as to the proper construction of a clause in a charter party which provided that in case of "loss of time through damage preventing the efficient working of the vessel for more than 48 hours, the payment of hire was to cease." The vessel was, in fact, disabled so as to prevent its efficient working for more than 48 hours, and the simple question was, whether the provision relieved the charterers from payment of hire for the first 48 hours of the time, and Bailhache, J., held that it did.

PRACTICE—COSTS—TWO DEFENDANTS—COSTS OF SUCCESSFUL
DEFENDANT, WHEN PAYABLE BY AN UNSUCCESSFUL DEFEN-
DANT.

Besterman v. British Motor Cab Co. (1914), 3 K.B. 181. The plaintiff in this case had been injured in a collision between a