

marriage with Mr. Bater, who having apparently grown tired of the lady, instituted the present proceedings to have his marriage with her declared null and void on the ground of the alleged illegality of the New York divorce, but Barnes, P.P.D., held that the New York Court had jurisdiction by reason of the domicile of Mr. Lowe in that state, and that its decree was binding by the law of nations on the Courts of England so long as it remained unreversed, because it affected the status of the parties, and was similar in its nature to a judgment in rem, and this, notwithstanding that the fact of the plaintiff's own adultery had been suppressed; and with this decision the Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) agreed. It may be noted that according to the expert evidence the decree of divorce was not liable to be reversed in New York on the ground of the suppression of facts by the plaintiff.

VENDOR AND PURCHASER—TRUST FOR SALE—CONDITIONS OF SALE
—SALE BY WAY OF UNDER LEASE—LEASEHOLD.

In re Judd and Poland (1906) 1 Ch. 684 was an application under the Vendors and Purchasers' Act. The vendors were trustees for sale of certain leaseholds, which consisted of five separate houses. They offered the property for sale in five separate lots, subject to a condition that if the whole five were sold the purchaser of the largest in value should accept an assignment of the leasehold property as a whole, and undertake to grant underleases to the other purchasers of the lots respectively purchased by them for the residue of the term less one day at an apportioned rent. One of the purchasers objected that a sale in this manner was not authorized by the trust, inasmuch as a trust for sale did not authorize a lease—and Warrington, J., so held, but the Court of Appeal (Collins, M.R., and Romer and Cozens-Hardy, L.JJ.) reversed his decision on the ground that the trustees were carrying out the sale in the way customary where several properties were included in one lease, and though the underlease was technically a lease it was in substance and effect a sale and a decision of Kekewich, J. *In re Walker and Oakshott* (1901) 2 Ch. 383 was overruled.

PRACTICE—ATTACHMENT FOR DISOBEDIENCE OF ORDER—PERSONAL
SERVICE OF ORDER—PRESENCE OF PARTY WHEN ORDER MADE.

In re Tuck, Murch v. Losemore (1906) 1 Chy. 692. An applica-