In an appeal by an alien enemy, who was the registered owner of a patent, from an order for the revocation of the patent, it was held, that the appellant must be regarded as in the same position as a defendant who appeals from a judgment given against him, and that, accordingly, the appellants were entitled to appear and to be heard on the motion and to have the appeal heard in the ordinary course, and that the hearing of the appeal should not be suspended during the war: *Re Merten's Patent*, [1915] W.N. 43, 32 R.P.C. 109.

An appeal in an action for the infringement of patent prosecuted by a domestic company and an enemy corporation of whom the patent had been claimed by assignment, the Court will not strike out the enemy corporation as co-plaintiff where the action could not otherwise be proceeded with separately, particularly where there is no request to that effect by the co-plaintiff, but will suspend the proceedings until after the termination of the war: *Actien-Gesellschaft, etc.*, v. *Levinstein, Ltd.* (1915), 50 L.J. 105, 31 T.L.R. 225.

PLEADING.—In a plea of alienage, the defendant must state that the plaintiff was born in a foreign country, at enmity with this country, and that he came here without letters of safe conduct from the King: *Casseres* v. *Bell*, 8 Term. Rep. 166.

A plea that the plaintiff was an alien enemy residing in the country without the license, safe conduct, or permission of the Sovereign is good, although it does not expressly negative a certificate of the Secretaries of State under 7 & 8 Vict. ch. 66, ss. 6, 8: *Alcenius* v. *Nygren*, 4 El. & Bl. 217.

A British agent effecting a policy on behalf of alien enemies, who became such after the happening of the loss but before the commencement of the action, is entitled to recover against the underwriter, who had only pleaded the general issue; for such temporary suspension during the war of the assured's right of suit upon a contract, legal at the time, and liable to be enforced upon the return of peace, cannot be taken advantage of under a plea of perpetual bar, there being no legal disability on the plaintiff on the record to sue: *Flindt* v. *Waters*, 15 East 260.

In an action on a policy of insurance, it is no defence under the general issue that the persons interested, who were neutrals when the policy was effected and the loss happened, had become alien enemies before the action: *Harman* v. *Kingston*, 3 Camp. 152.

A plea of alienage to an action on a policy, brought in the name of an English agent for his alien principal, whose interest appears on the record, is a good plea; and a replication to such plea, that the alien is indebted to the agent in more money than the value of the property insured, cannot be supported: *Brandon* v. *Nesbitt*, 6 Term. Rep. 23.

When an alien enemy, at the time of the action brought, became an alien enemy after the plea pleaded, a plea of the defendant that the plaintiff ought not to have or maintain his action because he was before, at the time of exhibiting the bill, and that he now is, an alien enemy, is badly pleaded. But, notwithstanding the imperfection, the Court, if satisfied from the whole record that the plaintiff is in point of fact an alien enemy, it will give judgment accordingly: *LeBret* v. *Papillon*, 4 East. 502.