

INTERNATIONAL LAW—FOREIGN JUDGMENT—DIVORCE BY FOREIGN COURT—PROCEDURE—IRREGULARITY.

In *Pemberton v. Hughes* (1899) 1 Ch. 781, the plaintiff's right of action depended on the validity of a divorce granted by a Florida Court. The defendants contended that the divorce was invalid, and based their contention mainly on the ground that, according to the rules of practice of the Florida Court, ten days are required to elapse between the issue of process against the defendant and the day on which it was returnable, and that in the proceedings in question only nine days intervened between the issue of the writ and the day it was returnable. Kekewich, J., before whom the action was tried, was of opinion that this defect in the procedure went to the root of the jurisdiction of the Florida Court, and invalidated the divorce; but the Court of Appeal (Lindley, M.R., and Rigby and Williams, L.JJ.) reversed his decision, on the ground that, for international purposes, the jurisdiction or competency of a court does not depend upon the exact observance of its own rules of procedure, and that, where a judgment is pronounced by a foreign court over persons within its jurisdiction, and in a matter with which it is competent to deal, English Courts never investigate the propriety of the proceedings of the foreign court, unless they offend against English views of substantial justice; and Rigby, L.J., was of opinion that the English courts are bound in such cases to assume that the foreign court understood its own procedure and law, and that expert evidence as to the procedure of the foreign court ought not to have been received.

TRUSTEE—BREACH OF TRUST—RELIEF OF TRUSTEE FROM PERSONAL LIABILITY—JUDICIAL TRUSTEES ACT, 1896, (59 & 60 VICT., C. 35,) S. 3—(62 VICT., ST. 2, C. 15, S. 1(O)).

Perrins v. Bellamy (1899) 1 Ch. 797, is a decision under the Judicial Trustees Act, 1896 (59 & 60 Vict., c. 35), s. 3, the provisions of which are embodied in the recent Ont. Act, 62 Vict., st. 2, c. 15. In this case the trustees of a settlement erroneously assumed that they had a power of sale, and under that assumption sold certain leaseholds comprised in the settlement, and thereby diminished the plaintiff's income, who as tenant for life was entitled to half of the rents and profits in specie; but the court came to the conclusion that the sale would have been a proper one