

preventing trade or intercourse that may be to the advantage of the enemy or the disadvantage of His Majesty's Empire.

Reference to *Janson v. Driefontein Consolidated Mines Limited*, [1902] A.C. 484, 505; *Porter v. Freudenberg*, [1915] 1 K.B. 857, 868; *Daimler Co. Limited v. Continental Tyre and Rubber Co. (Great Britain) Limited*, [1916] 2 A.C. 307, 319.

The contract was valid and binding, and the plaintiff was entitled to have it specifically performed.

As to the disposition of the purchase-money, the plaintiff, if, having notice of the defendant's intention to remit a portion of the money to his wife in Hungary, he paid it to the defendant, would be contributing to the financial resources of that country and to the capacity of the enemy to prolong the war. That he must not do. Further, he would be violating sec. 74(i) of the Criminal Code, which declares that "assisting any public enemy at war with His Majesty in such war by any means whatsoever" is treason.

It is the duty of the Court, representing His Majesty, actively to intervene by impounding the money and retaining it to the credit of the defendant until after the war.

The case is not covered by sub-sec. (3) of sec. 3 of the Consolidated Orders respecting Trading with the Enemy; that applies only where a person having control of money deals with it for the purpose of enabling the enemy to obtain it.

Section 19 of the Orders applies only where business is being carried on in Canada for the benefit of or under the control of enemy subjects, and where the Secretary of State has made such an order as is contemplated by sec. 17. The defendant could not be said to be carrying on business in Canada; and the Secretary of State had made no order under sec. 17.

Judgment for the plaintiff for specific performance of the contract and for the costs of the action. The purchase-money, after deduction of the plaintiff's costs, to be paid into Court to the credit of the defendant until after the war or until further order of the Court.