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AMONG considerations known to the law as "illegal" is that of consenting to stifle a prosecution for a criminal offence. An agreement founded on such a consideration cannot be specifically enforced, as may be seen from the late case of *Windhill Local Board* v. *Vint*, 63 L.T.N.S., 366. There the defendants in the course of working a quarry obstructed a public highway. The plaintiffs indicted the defendants for committing a nuisance, but before the case was tried agreed to a compromise, whereby the defendants agreed to restore the highway within a limited time, and the plaintiffs agreed that the indictment during such time should lie in the office, and that upon the work being completed they would consent to a verdict of "not guilty" on the indictment. The highway not having been restored, the plaintiffs brought the action to enforce the specific performance of the compromise. Cotton, L.J., lays down that the reason of the illegality of such considerations is this, that the Court will not allow as legal any agreement which has the effect of withdrawing from the ordinary course of justice a prosecution *when the offence is an injury to the public*. It will be observed that he confines the rule to cases of injury to the public. *McClatchie* v. *Haslam*. 63 L.T.N.S., 376, however, was a case where the plaintiff had been induced to give a mortgage on her property to secure money misappropriated by her husband—in order to avert a prosecution of her husband for embezzlement. Although no agreement was made to stay the prosecution, and though no actual threat was used by the defendants, yet Kekewich, J., held that this being the sole motive in the plaintiff's mind for entering into the transaction, it was invalid and must be cancelled, which certainly seems going a long way.

THE recent decision of the English Court of Appeal in *Eddowes* v. *The Argentine Loan Co.*, 63 L.T.N.S., 364, appears somewhat to qualify the cases in our own courts of *Cunningham* v. *Lyster*, 13 Gr., 575, and *Clendennan* v. *Grant*, 10 P.R., 593, the principle of which has been followed in many other cases which are not reported. In *Cunningham* v. *Lyster* the Court of Chancery decided that an accommodation indorser was entitled to file a bill against the holder, and maker of the note, to compel the latter to pay it, and relief was granted by directing the maker to pay the amount of the note into Court, to be applied in payment of the note. In that case the plaintiff himself had not paid the note and *non constat* that