

that the raid, being a breach of the Foreign Enlistment Act, the defendant, as *particeps criminis*, could have no cause of action against the defendants as being a joint tortfeasor with them. The Court, however, overruled this contention, and held that the claim, which for the purposes of the demurrer must be taken to be true, disclosed a sufficient ground of action for deceit, in inducing the plaintiff by misrepresentations of fact to take part in an illegal act, and that, in such a case, the illegality of the act which the defendants have thus induced constitutes no defence to the action. Grantham, J., gives a very novel interpretation of the doctrine in *pari delictu potior est conditio defendentis*, when he says that the defendants, by demurring, put themselves in the position of plaintiffs, and therefore could not rely on that maxim of law.

LANDLORD AND TENANT—COVENANT NOT TO SUBLET—BREACH OF COVENANT—MISTAKE—RELIEF AGAINST FORFEITURE.

In *Eastern Telegraph Company v. Dent* (1899) 1 Q.B. 835, the action was by landlords against their tenants to recover possession of the demised premises for breach of a covenant on the part of the defendants not to sublet without the consent of the plaintiffs. The defendants established that the sub-lease had been made in forgetfulness of the covenant; that the sub-tenants were desirable tenants, and the plaintiffs' consent could not have been reasonably withheld; and notwithstanding *Barrow v. Isaacs* (1891) 1 Q.B. 417, they claimed that they should be relieved from the forfeiture. The Court of Appeal (Smith, Collins and Romer, L.JJ.), however, sustained the judgment of Kennedy, J., at the trial in favour of the plaintiffs, holding that the decision in *Barrow v. Isaacs* governed the case, and that mere forgetfulness or mistake is no ground for relief from forfeiture in such a case.

PRACTICE—PARTIES—DEFENDANTS, JOINDER OF—SEPARATE CAUSE OF ACTION—RULES 126, 127, 129—(ONT. RULES 186, 187, 192).

Thompson v. London County Council (1899) 1 Q.B. 840, deals with an ever-recurring point of practice, viz., the joinder of parties. In this case the action was brought by the plaintiffs against the defendants for damages caused by their negligently excavating near the plaintiffs' house, and thereby injuring it. The defendants denied liability, and attributed the damage, wholly or in part, to the negligence of a water company in having their water main