

by the other defendants. Why then should their tenants be parties to the action? There was no suggestion that the applicants were parties to any infringements upon the plaintiffs' rights. The plaintiffs' tenants might be co-plaintiffs with them if any like infringements of their rights were complained of; but it was said that such rights were dealt with and concluded in the action of Hughes v. United Empire Club, tried by Gwynne, J., in 1877, and so could not be raised here again. But, however that might be, no question between the applicants and their co-defendants was raised or dealt with in this action; consequently these defendants were unnecessary parties, and, if they had disclaimed, might have had costs to that extent from the plaintiffs; but they did not and do not now, and so ought not to have costs from the plaintiffs; and it would be out of the question to say that their co-defendants should be saddled with any additional costs by reason of the applicants being made parties to the action.

The action should be dismissed as to the applicants, and there should be no costs to or against them.

Counsel for the plaintiffs asked leave to amend the statement of claim so as to allege injury to the reversion; no one objected, and no reasonable objection could be raised. The leave should be granted.

Counsel for the plaintiffs also asked that the judgment of the Court should include an injunction against any invasion of their rights by the defendants against whom the plaintiffs had succeeded. This the plaintiffs should have—it might more clearly define the rights of the parties.

No costs of these motions.

HIGH COURT DIVISION.

MULOCK, C.J. Ex.

JUNE 20TH, 1917.

*LAMPPEL v. BERGER.

Alien Enemy—Subject of Enemy Power Residing and Carrying on Business in Neutral Country—Contract for Sale of Land in Ontario—Purchase by Person Resident in Ontario—Validity of Contract—Disposition of Purchase-money—Intention to Transmit to Enemy Country—Specific Performance of Contract—Costs—Direction to Pay Money into Court to Credit of Defendant, to Remain in Court until after Peace Declared—Criminal Code, sec. 74(i)—Consolidated Orders respecting Trading with the Enemy.

Action for specific performance of a contract dated the 11th December, 1916, whereby the defendant, the owner of land in the