

did, and that the plaintiff was entitled to damages as for a wrongful dismissal on the 2nd January, 1918, the acts of the defendants amounting to a repudiation of the contract inasmuch as they forbade the plaintiff to fulfil any of his duties and prevented him from earning his commission on net profits.

PRACTICE—DEFAULT IN DELIVERING STATEMENT OF CLAIM—
APPLICATION TO DISMISS ACTION—DELIVERY OF STATEMENT
OF CLAIM BEFORE HEARING OF MOTION—RULE 294—(ONT.
RULE 323).

Lyon v. Sturges (1918) 1 K.B. 326. In this case an order was made requiring the plaintiffs to deliver a statement of claim on or before 22nd November. No statement of claim having been delivered, the defendants issued a summons to dismiss for want of prosecution. Later on the same day the plaintiffs delivered a statement of claim. The Master made an order notwithstanding, dismissing the action, which was affirmed by Coleridge, J., but the Court of Appeal (Eady and Warrington, L.JJ.) reversed the order, on the ground that Rule 294 only authorizes a dismissal where no statement of claim has been delivered, a limitation, we may observe, not contained in Ont. Rule 323.

CONTRACT—ILLEGALITY—ALIEN ENEMY—SUSPENSION CLAUSE—
ABROGATION OF CONTRACT—PUBLIC POLICY.

Naylor v. Krainische Co. (1918) 1 K.B. 331. This was an action brought for a declaration that a contract entered into by the plaintiffs with the defendant before the war had by reason of the war been dissolved, the defendant being an alien enemy. The contract was for the sale to the defendant of iron ore, and contained a clause suspending deliveries in case of stoppage of mines, wars, civil commotions, etc. McCardie, J., who tried the action, held that apart from the suspension clause the contract was dissolved from the date of the declaration of war, and that the suspension clause made no difference in that respect, because the war now waged was not such a war as was provided for by that clause, and because, even if it were, the clause only provided for a suspension of deliveries until the end of the war, but left the other terms of the contract in force during the war. And he also held that even if the suspension clause postponed all contractual rights and duties during the war, the contract was none the less dissolved through the alteration caused by the war in the circumstances contemplated by the parties as the basis of the contract; and also on the grounds of public policy because pending a war all commercial intercourse with an enemy is prohibited.