'in the judgment of the Commissioners or Committee,' and that those words must be put in. There is no one so reluctant as I am to put words into an Act of Parliament or into an agreement, and I think it would be altogether unreasonable to do so, except for the most cogent consideration, but I think such consideration exists here. It is quite certain that some words must be introdced into the Act." And at p. 588, Cotton, L. J., draws a distinction, saying, that under certain circumstances he thought the Court might interfere with the discretion exercised by the Commissioners; "if, for instance, it was admitted by the Commissioners that facts existed which would entitle the witness to a certificate, and they refused it, then they would not have exercised they discretion which in my opinion was given to them by this section. . . But in this case the Commissioners have come to the conclusion that the witness had not performed the condition necessary to entitle him to a certificate, and they have therefore declined to grant him one." Brett, L. J., draws the same distinction, p. 585.

REMOTENESS OF DAMAGES.

The next case, *McMahon* v. *Field*, is an interesting one on the question of damages recoverable. An inn-keeper after contracting to provide stabling for the plaintiff's horses, in breach of his contract, let his stables to another person. The latter turned out the horses, which had been put into the stables by the plaintiff, without their clothing, and the remained in the defendant's yard exposed to the weather for some time, until the plaintiff could find suitable stables for them elsewhere. Owing to this exposure several of them caught cold, which depreciated their value in the market. The Court of Appeal held that the damage in respect to such cold was recoverable, and it was the probable consequence of the defendant's breach of contract, and was not, therefore, too remote. Bramwell, C. J., though expressing doubts on the point, concurred with the other judges, saying: "Here the damage would not have happened if there had not been a breach of contract, and although that breach may not have directly caused the damage, yet it was the only event without which the damage could not have happened." Brett, C. J., says, p. 595:—"The question as to the remoteness of damage has become a difficult one since, according to the case of *Hadley* v. *Baxendale*, 9 Ex. 341, it is for the Court and not for the jury to determine whether the case comes within any of the following rules, viz.:—(i.) Whether the damage is the necessary consequence of the breach; (ii.) whether it is the probable consequence; and (iii.) whether it was in the contemplation of the parties when the contract was made. Those two last are rather questions of fact for a jury than of law for the Court to determine. Now the question in this case is whether the fact of some of these horses taking cold is within any of these rules. It was not the necessary consequence of the breach of contract, but I have no doubt that it was the probable consequence, and if so, it follows that it was in the contemplation of the parties within the meaning of the third rule." He also expresses some doubt as to the correctness of the decision in *Hobbs* v. *London and S. W. Ry.*, to L. R., 10 Q. B., 111 Cotton, L. J. observed: "It is said that the rule is that the damage to be recoverable should be such as would be fairly in the contemplation of the parties at the time the contract was made as the probable result of a breach of it; but in my opinion the parties never contemplate a breach, and the rule should rather be that the damages recoverable is such as is the natural and probable result of the breach of contract."

IMPLIED WARRANTY OF QUALITY OF CHATTEL.

The case of *Robertson* v. *The Amazon Tug Co.*, p. 598, concerns the subject of implied warranty as to condition by the owner of a chattel which another hires or contracts for the use of. Brett and Cotton, L.JJ., held that as the contract in question related to a *specified* vessel of the defendants, there was no implied undertaking by them that it should