The Court of Appeal for Ontario was equally divided as to the question of the contract being ultra vires, but a majority of that court held that the bonds had not been validly pledged to Delap, on the ground that the pledge was given for an antecedent debt. In the Supreme Court, four of the judges, while agreeing with the Chancellor's finding of fact, and agreeing that the contract on which Charlebois' judgment was founded was ultra vires, yet came to the conclusion that the judgment created an estoppel, which prevented any objection being now taken to the contract on which it was founded, notwithstanding the judgment had been obtained by consent, and they also agreed that the bonds had been invalidly pledged. They, however, disallowed a sum directed by the consent judgment to be paid by the company to one Codd, for commission. Gwynne, J., who differed from the majority, thought the impeached judgment should be reduced by a further sum of $43,000, and also thought that the question of the validity of the pledge of the bonds was not properly before the court for decision. The Judicial Committee (Lords Hobhouse, Macnaghten and Morris, Sir Richard Couch and Sir Henry Villiers), after all this conflict of opinion, have come to the conclusion that the original contract was ultra vires in so far as it provided for the payment of claims other than those properly payable for construction, and that the consent judgment founded thereon was also void, in this respect reversing the Supreme Court, and affirming the judgment of the Chancellor, and they directed that the contract and judgment should be set aside on the terms of the company submitting to pay to Charlebois the balance due to him for construction on a quantum meruit, to be secured by bonds of the company, to be taken by Charlebois, subject to the claims of his sub-contractors, and others, who had contracted with him on the faith of the validity of the judgment, and without notice of the illegalities of the contract. The committee were also of opinion that the question raised as between the plaintiff Delap and his co-plaintiff Mansfield ought not to have been raised in this action, and that the judgment of the court should be confined to the issues between the company and the defendant.

**CARRIAGE OF GOODS**—RAILWAY COMPANY—OWNER'S RISK NOTE—DELAY—CONSTRUCTION.

*Mallet* v. *Great Eastern Ry. Co.* (1899) 1 Q.B. 309, disposes of a neat little point on the construction of a contract for the carriage