plaintiff for damages for short delivery and injury to cargo, and the application was granted by Mathew, J., and his order was affirmed by the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.).

PRACTICE—THIRD PARTY NOTICE—INDEMNITY—ORD. XVI., R. 48 (ONT. RULE 328).

The Jacob Christensen, (1895) P. 281, although an Admiralty case, may be referred to with utility, as Bruce, J., there held that a third party notice cannot be properly served except when the claim for indemnity or contribution arises out of a contract, express or implied, and that the Rules do not authorize the service of a notice merely because, in the event of the plaintiff being found entitled to recover against the defendant, the latter may have a right of action against the person proposed to be made a third party.

CONSENT ORDER, JURISDICTION TO SET ASIDE—MISTAKE.

In *Huddersfield Banking Co.* v. *Lister*, (1895) 2 Ch. 273; 12 R. July 107, the action was brought, among other things, to set aside a consent order on the ground of a common mistake. Williams, J., before whom the action was tried, was of opinion that the court has jurisdiction to set aside a consent order upon any ground that would warrant the setting aside of an agreement, and being of opinion that there had been a mistake of fact common to both parties he set the order in question aside, but without prejudice to the interests of third parties, and this order was affirmed by the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.). We notice that according to the judgment of Williams, J., a previous motion in the action in which the consent order had been made to set it aside on the same grounds had been unsuccessful: see p. 276.

BUILDING SOCIETY—POWER TO LOAN ON FIRST MORTGAGES ONLY—POSTPONING SECURITY—ULTRA VIRES—SUBROGATION—EQUITABLE RELIEF—IMPOSITION OF TERMS BY COURT.

Portsea Building Society v. *Barclay*, (1895) 2 Ch. 298; 12 R July 100, is an appeal from the decision of Romer, J., (1894) 3 Ch. 86 (noted *ante* vol. 30, p. 754). The plaintiffs were a building society having power to lend upon first mortgages only.