

Masten, J., that the plaintiff company by its Provincial incorporation acquired a capacity to carry on its business beyond the limits of the Province of Saskatchewan where it was incorporated; and that the declaratory legislation of 1917 (which is in similar terms to the Ontario Provincial Act, 6 Geo. V, c. 36, s. 6), could not give validity to transactions entered into beyond the limits of the Province of Saskatchewan before the passing of the Act. The Appellate Division, however, does not express any opinion (nor was it necessary that they should) as to the question whether it is possible for a Provincial Legislature to give any company incorporated under the Provincial law a capacity to acquire extra-territorial powers *ab extra*. On this question, as we pointed out in a former article (*ante* vol. 54, p. 379) both Meredith, C.J.C.P., and Masten, J., have expressed opinions in the negative, and on the other hand Lennox, J., and Ferguson, J.A., have expressed opinions to the contrary. What is the true legal aspect of 6 Geo. V. c. 35, s. 6 and kindred enactments is therefore still a matter of doubt.

CONTRACT TO LEND MONEY.

Sherwood v. Sheehy, 15 O.W.N. 67, recently before the Divisional Court on appeal from the County Court of Peterborough was an action to recover damages for the alleged breach of a contract to lend money. The action failed because in the opinion of the Court the contract was to advance money as a building to be erected by the defendant on the mortgaged land should progress: and, as no building had been commenced, the Court held that there had been no breach. It may be useful to remember that a contract to lend money is not one that can be specifically enforced: *Western Wagon Co. v. West* (1892) 1 Ch. 271; 66 L.T. 402. The only remedy for breach of such contracts is by way of action for damages and if no actual damage is proved the damages are merely nominal: *South African Territories v. Wallington*, 70 L.T. 520; *Mennie v. Leitch*, 8 Ont. 397. If damages are recovered for the breach of such a contract, they are not so recovered by way of loan. The measure of damages in such cases is not to be based