under discussion actually suffered the loss of $300.00 plus an indefinite amount of costs by reason of that decision.

The effect of this decision seems to be as follows: You have an agreement which is admittedly *nudum pactum*. Being *nudum pactum* (as being insufficient to satisfy the requirements of the Statute of Frauds) it is of course unenforceable, and it may be violated with impunity. Those propositions will no doubt be readily assented to. But you also have a collateral parol agreement which purports to liquidate the damages for breach of the invalid agreement. Under the decision in question you succeed in an action on the parol agreement, and recover the damages stipulated therein. In other words, you recover damages for the breach of the first mentioned agreement notwithstanding the fact that it is admittedly invalid; so that, in the final analysis, it turns out that the invalid agreement is not so invalid after all; the logical conclusion appearing to be that the first mentioned agreement is both invalid and valid at the same time, a result which seems to be somewhat in the nature of a paradox.

English Opinion.

The writer, on reading the decision of the Divisional Court above referred to, was under the impression that it would draw forth a heated discussion from the profession at large. But not so; on the contrary, it passed without a ripple. After an interval of three years the writer, with every possible deference to the opinion of the learned Judges who rendered the decision, ventured, in the February, 1910, number of this Journal, to present a diverse view upon the question.

Thereupon the matter was taken up by the English Legal Journals. The point at issue evidently struck them, as it had struck the writer, as being of unusual importance to our law.

The *Law Quarterly* edited by the eminent jurist Sir Frederick Pollock, K.C., expressed itself as follows, upon the point (26 *Law Quarterly Review*, 1910, p. 194): "The CANADA LAW JOURNAL (Toronto) of May 2, calls attention, rather late, to the law laid down by a Divisional Court in Ontario on appeal from a County Court (whereby the decision was final), in 1907, *Mercier* v. *Camp-*