would cost to erect the wall or fence. The Court held it was not so. They say, p. 360 of the judgment:—"the effect of bringing an action for damages" (instead of claiming specific performance of the covenant) "is to convert the right to the performance of the contract into a right to have compensation in money, and the rule in such a case, stated in its most general terms, is that the plaintiff is entitled to have his damages assessed at the pecuniary amount of the difference between the state of the plaintiff upon the breach of the contract and what it would have been if the contract had been performed." And they held that to assess this difference on the cost of the wall or fence is inadmissible on principle because the element of the cost to the defendants might vary according to the material of which the wall or railing was composed, and therefore it could not be the measure of the difference to the plaintiff, "which is one thing—it represents in no sense that difference." Furthermore, reviewing the cases, they held that, notwithstanding that *Pell* v. *Shearman*, 10 Ex. 766, at first sight has the air of supporting the plaintiff's contention, yet this contention was not supported by authority. And they distinguished, p. 367, the cases in which, in actions upon covenants against incumbrances or to pay off specific incumbrances, it has been held that the damages are the diminution of the value of the estate by reason of the existence of the incumbrances, and if the contract is to pay off a specific incumbrance the owner may recover the whole amonnt although no claim has been made or damages proved. "In those cases there is a specific covenant to pay a specific pecuniary compensation. The right is to have that pecuniary amount, and there can be no question therefore but that the pecuniary compensation is the very thing to be recovered."

MINUTES OF PROCEEDINGS.

Of the next case *Reg.* v. *Justices of Cumberland*, p. 369, it may be worth while to mention that where a statute required justices, when they should refuse an application for a license to sell beer, to specify in writing to the applicant the grounds of their decision, and where a minute of the decision with the grounds of it was made and read out by the chairman in Court, in the presence of the applicant, but no copy was delivered to him, the Court held that, in the absence of any request by the applicant for a writing showing the reasons for the decision of the Justices, the notice was a sufficient compliance with the statute.

CLUB—"SALE BY RETAIL"—LICENSING ACTS.

In the next case, *Graff* v. *Evans*, p. 373, the question before the Court was whether, where a *bona fide* club, properly constituted, supplied liquor to members, at fixed prices, *but at a profit above cost price*, the money produced thereby going to the general funds of the club,—this was a sale by retail within the meaning of the Imp. Licensing Act, 1872, (cf. R.S.O., c. 181, sect 39). The Court held that it was not. Field, J., says:—"I am unable to follow the reasoning of the learned magistrate in saying that the question depends upon whether or not a profit was made upon the sale of the liquors. It appears to me immaterial whether the sum a member pays is equal to more or less than the cost price. The transaction does not become the more or the less a sale on that account. . . The question here is, did Graff, the manager (sc. of the club), who supplied the liquors to Foster, (one of the members), effect a 'sale' by retail? I think not; I think Foster was an owner of the property together with all the other members of the club. Any member was entitled to obtain the goods on payment of the price. A sale involves the element of a bargain. There was no bargain here, nor any contract with Graff with respect to the goods. . . I cannot conceive it possible that Graff could have sued him for the price of goods sold and delivered. There was no contract between two persons, because Foster