is applicable to the case of *Broom* v. *Pepall.* If the defendant had had notice of the application for the original order, and had failed to appear, then, it is true, the order would not have been ex parte; neither if the order made had followed the consent, could the order be said to have been ex parte, but where a party purporting to move on a consent, behind the back of the opposite party obtains an order not warranted by the consent, then such an order appears clearly to be ex parte within Mr. Sweet's definition.

We refer to the matter because it seems desirable that every facility should be given for the correction of orders improperly granted in such circumstances, such as is provided by Rule 358, but to substitute for the inexpensive and summary procedure of that Rule the more cumbrous and expensive machinery of an appeal seems to be rather unnecessary, to say the least of it.

FAIR WAGES CLAUSES IN CONTRACTS.

A stipulation is frequently made in contracts for public works and for public supplies that the workman shall be paid the trade union scale of wages, and that the customary hours of labour shall be observed. There has been, however, no standard form in which this stipulation could be expressed. A recent circular issued by the local Government Board in England embodies several clauses which have been generally adopted by contracting departments of the British Government pursuant to the recommendation of the Fair Wages Advisory Committee. These clauses will be found easily adaptable to Canadian conditions, and are as follows:—

1. (*Fair Wages Clause.*)—"The contractor shall pay rates of wages and observe hours of labour not less favourable than those commonly recognized by employers and trade societies (or, in the absence of such recognized wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognized or prevailing in the district those