thereon. The judgment of the Court says:—"If, as we hold is the case, the association is forbidden by the Act in question, it follows that all contracts *made directly for the purpose of carrying on the business of the association* are illegal. In this case the business of the society is to lend money, and consequently the loan to the defendant was made in pursuance of an illegal object, and the note sued on was given for an illegal consideration, and cannot be sued upon either by the society or by any one suing as a trustee for the society, or even by any one suing for his own benefit if he took the note with a knowledge that it was given for an illegal consideration. With this case may be contrasted the recent English case of *in re Coltman*, L. R. 19 Ch. D. 64, noted *supra*, p. 130, though it is not cited in *Jennings* v. *Hammond*.

SPECIAL CONDITION EXCLUDING LIABILITY OF CARRIER.

The next case, *Brown* v. *Manchester and Sheffield Ry. Co.*, p. 230, is a decision as to whether a certain condition made by a railway company as to their liability in respect of the carriage of goods, was "just and reasonable," within the meaning of the Imp. Railway and Canal Traffic Act, 1854, sect. 7, which makes every such condition subject to the opinion of any judge before whom any question may be tried relating thereto, whether the same was *just and reasonable*. In Mr. J. E. McDougall's lectures on "Torts and Negligence," recently published, he remarks with regret on the absence of any similar statutory provisions in Canada, limiting the common law power of carriers to restrict their liability by special contract. He cites, in support, the words of Draper, C.J., in *Bates* v. *Great Western Ry. Co.*, 24 U. C. R. 544.

VALUATION OF DAMAGE MADE CONDITION PRECEDENT TO ACTION.

In the next case, *Babbage* v. *Coulburn*, p. 235, it appears that by a written agreement a tenant of a furnished house agreed, at the expiration of the tenancy, to deliver up possession of the house and the furniture in good order, "and in the event of any loss, damage or breakage, otherwise than herein provided for, the same to be made good or paid for by the tenant, the amount of such payment, if in dispute, to be referred to and settled by valuers, one to be appointed by the landlord and the other by the tenant or their umpire, in the usual way." The Divisional Court held the settlement of the amount of the payment by the valuers was a condition precedent to the right of the landlord to bring an action in respect of the dilapidations. Huddleston, B., observes:—"The question in all these cases is whether or not there are separate and independent covenants—a covenant that an act shall or shall not be done, and a covenant to refer. Here the defendant agreed to deliver up the furniture in a certain condition, and agreed, not independantly to refer, but to deliver up the furniture and pay any sum awarded by the valuers."

ESTOPPEL.

There is nothing requiring notice, except a *dictum* of Holker, L.J., in the bankruptcy case of *Harris* v. *Truman*, p. 296, that "the doctrine of estoppel ought not to be extended," until *Clark* v. *Wood*, p. 276, is reached.

PRACTICE—AMENDMENT BY COURT OF APPEAL.

This case besides being a decision as to the power of the Court of Appeal to amend the record of trial, under Imp. O. 58, r. 5, with which compare R. S. O. c. 38, sect. 22, in a case where the judge of first instance could have amended the record had application been made to him at the time, also decides the following point:

AGENT FOR SALE OF REAL ESTATE—CONDITION PRECEDENT.

The plaintiff claimed for commission on the sale of a piece of land by A. to the defendant. One term of the plaintiff's contract was that A.'s title should be approved by defendant's solicitor. The defendant broke off the sale of his own accord, so that A.'s title was never submitted to the defendant's