basis. Thus such a case as *Clarksville Land Co. v. Harriman* (1895) 68 N. H. 374, 44 Atl. 527, can be distinguished. The court properly applies the principles laid down in *Tamplin S. S. Co. v. Anglo-Mexican Co.* (H. L.) [1916] 2 A. C. 397, and *Horlock v. Beal* (H. L.) [1916] 1 A. C. 486. See also (1918) 27 YALE LAW JOURNAL, 953; (1919) 28 *ibid.* 399; and see note below.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE—WAR CLAUSE.—After war had broken out between England and Germany, the defendants in the United States contracted to supply the plaintiffs with chemicals imported from Germany. The contract released the sellers from liability for losses, damages or delay due to "war." On March 15, 1915, a British Order in Council prohibited all exports from Germany. The plaintiff sued for damages for failure to make further deliveries. *Held,* that the plaintiff could not recover. *Roessler & Hasslacher Chemical Co. v. Standard Silk Dyeing Co.* (1918, C. C. A. 2d) 254 Fed. 777.

The lower court had held that war having been in existence when the contract was made, the exception as to "war" could have referred only to a future war in which the United States should be involved. The Circuit Court of Appeals, however, held that the contract having been legal and possible of performance when made, notwithstanding the war then in existence, the exception must have referred to a change of conditions in that war or any war rendering performance impossible. This interpretation commends itself as reasonable. See also note above.

DAMAGES—MEDICAL SERVICES—CHIROPRACTOR.—In an action against the city for personal injuries the plaintiff included, as an item of damage, money which she had paid to a chiropractor for services rendered. The chiropractor was not authorized to practice medicine within the state. *Held,* that the plaintiff could recover as part of her damages "the reasonable value paid in good faith for such services." *Miller v. City of Eldon* (1919, Iowa) 170 N. W. 377.

A person not authorized to practice medicine cannot recover in a suit for medical services. *Puckett v. Alexander* (1889) 102 N. C. 95, 8 S. E. 767; *Lynch v. Kathman* (1917) 180 Iowa, 607, 163 N. W. 408. But if payment has been made for such services, there is authority in support of the principal case. *Allen v. Durham Co.* (1907) 144 N. C. 288, 56 S. E. 942. Christian Science "healers" have been held to be within the terms of statutes requiring all persons practicing medicine to be licensed. *State v. Buswell* (1894) 40 Neb. 158, 58 N. W. 728; *Smith v. People* (1911) 51 Colo. 270, 117 Pac. 612. But they have been held exempted by a clause providing that the statute should not affect "those who practice the religious tenets of any church." *People v. Cole* (1916) 219 N. Y. 98, 113 N. E. 790. There seems to be no good reason why the doctrine of the principal case should not be extended to them. But the question is an interesting one as to how far an unorthodox form of healing must gain ground before it will be so recognized.

DECLARATORY JUDGMENTS—SOVEREIGN AS DEFENDANT.—A contract was made between the plaintiff and the Secretary of State for War acting on behalf of the Crown. This action was brought against the Secretary of State for War asking for a declaration as to the meaning and legal effect of the contract. *Held,* that the action was not maintainable. *Hosier Bros. v. Earl of Derby* (1918, C. A.) 119 L. T. Rep. 351.

The court said: "An action can no more be successfully brought against a servant of the Crown for a declaration as to what a contract means than it can be brought for a substantive remedy on the contract itself." As to declaratory judgments generally, see the article by Professor Borchard (1918) 28 YALE LAW JOURNAL, 1, 105.