

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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CONTRACT—WAGERING CONTRACT—MARINE INSURANCE ACT 1745 (19 GEO. 2, C. 37), S. 1—REFUSAL OF COURT TO ENFORCE ILLEGAL CONTRACT THOUGH DEFENCE OF ILLEGALITY NOT SET UP.

In *Gedge v. Royal Exchange Ass. Corp.* (1900) 2 Q.B. 214 the plaintiffs sought to recover on a policy of marine insurance, the plaintiffs' evidence disclosed that the policy sued on was a wagering contract, and, as such, null and void under the Marine Insurance Act, 1745, (19 Geo. 2, c. 37), s. 1. No defence of illegality was set up by the defendants, but Kennedy, J., who tried the action, held that the Court could not give effect to the contract which plainly was invalid under the statute and he dismissed the action, but without costs.

ARBITRATION—EXTENDING TIME FOR MAKING AWARD—JURISDICTION—ARBITRATION ACT, 1889, (52 & 53 VICT., C. 49), SS. 9, 24.—(R.S.O. C. 62, S. 10).

Knowles v. Bolton (1900) 2 Q.B. 253, was an appeal from Kennedy, J., refusing to extend the time for making an award. The arbitration in question was had under a statute which provided that the time for making the award, by arbitrators or an umpire, under the Act, should not in any case be extended beyond the period of two months from the date of the submission to arbitration or the date of the reference of the matters to the umpire, respectively. Kennedy, J., relying on the case of *In re Mackenzie & Ascot Gas Co.* 17 Q.B.D. 114, was of opinion that there was no jurisdiction to extend the time; the Court of Appeal (Smith and Romer, L.JJ.) reversed his decision and held that although the Act under which the arbitration took place precluded the arbitrators or umpire from extending the time for making their award beyond the time limited, it nevertheless did not exclude the jurisdiction of the High Court to grant an extension under the Arbitration Act 1889, (52 & 53 Vict., c. 49), ss. 9, 24, (R.S.O. c. 62 s. 10), and the Court of Appeal granted an extension of time notwithstanding that the two months' limit had expired.