so much history connected with the judges having relation to events well nigh forgotten, that a writer who undertakes to unearth these events, will receive the thanks not only of the Bar, but of the general public. The prospectus states that "The writer has not confined himself to the judicial lives of the judges, but has given their political career whenever they have been engaged in politics, their military career when engaged in defence of their country, and generally their lives as citizens and judges."

Several of the older judges distinguished themselves in the war of 1812. The battles of Lundy's Lane, Queenston Heights, Fort Erie, and Chrysler's Farm, were so important in their results, that those engaged in them will never be forgotten by the people of Canada. "The Lives of the Judges," when published, will, no doubt, contain reference to these events, and the part taken by the Canadian judges who contributed their share in defence of the country.

It may be taken for granted that, under the pen of Mr. Read, the political career of the judges will be treated in an independent and impartial spirit.

Many of the profession, who have anecdotes and incidents of interest connected with the subject will, doubtless, avail themselves of this opportunity of making them public, and recorded for future reference.

A PROBLEM IN THE ENGLISH LAW OF ARBITRATION.

THE English law of arbitration is eminently ripe for legislative reform. Its irregular development, its endless intricacies, its seeming contradictions, almost justify the historic anathema pronounced by Hallam upon the whole system to which it belongs.

My object in this paper is a limited one. It is to offer an answer to the question, Under what circumstances can a voluntary—as distinguished from a judicial or compulsory—reference to arbitration be revoked at the instance, and by the will, of either party?

It is thought that the following propositions not inaccurately describe the present state of English law upon this subject:—

PROPOSITION I.—A submission to arbitration is said to be "particular" when the arbitrators are, and "general" when the arbitrators are not, named in the agreement to refer.

Authorities: (1) *Die Deutsche Springstoff Actien Gesellschaft* v. *Briscoe*, L. R. 20 Q. B. D., at pp. 180, 181, 1887: "Here the agreement to refer is certainly general in one sense, but it is not general with respect to the appointment of arbitrators" (per Justice Stephen). "In one sense, no doubt, there is a general agreement to refer all disputes or matters in difference, but in another sense the agreement is not general, because it is an agreement to refer to two named persons" (per Justice Charles). (2) *Piercy* v. *Young*, 14 Chy. D. 200, 1879, cf. Jessel, Master of the Rolls, at p. 203: "We are all clearly of opinion that a general agreement to refer matters in dispute to arbitration cannot be revoked."