no defence to an action brought to recover damages in respect of the inferior quality of the cargo, inasmuch as by their finding as to the custom the arbitrators had exceeded their jurisdiction. Brett, M. R., says at p. 866:—"Now the question is, had they (the arbitrators) any jurisdiction to inquire into the existence of that custom or not? Can a question whether a custom is to be added to the written contract, and thus to control the meaning of this contract, be held to be "a dispute arising upon this contract?" It seems to me that it cannot. . . . The only matter which they had authority to decide was any question arising on the contract itself; but they have taken on themselves to decide what the contract was, in order to give themselves jurisdiction to decide what the rights of the parties were. As far as I am aware, no case has decided that an arbitrator who has authority to decide a dispute arising on such a contract as this which is specified and described, has also authority to say what the contract is, in this sense, that he has a right to add something to the contract which is not expressed in it. I think he cannot do that. What the arbitrators have really done here, is by their own decision to attempt to give themselves a jurisdiction which otherwise they had not." Bowen, L.J., speaks to the same purport. Fry, L.J., however, dissents from his two colleagues. He says, p. 870:—"It appears to me that before an arbitrator can determine a dispute upon the contract he must be able to determine what is the contract, because otherwise it is impossible to determine the rights of the parties on the contract."

SIGNING CONTRACT AS "BROKERS."

Another point decided in this case requires notice. The defendants signed the contract in question thus:—"W. Eaton & Son, brokers," and it was argued that they, having signed as brokers, were not personally liable. The M. R., however, says as to this:—"According to the authorities, as I understand them, when the contract is drawn up in this way, and the signature is of the name of the person, with "brokers" added, and the contract is not signed "as brokers," they are personally bound; for it is said to be a signature on their own behalf, and the word "brokers" is only a description. And, as to this, both Bowen, L.J., and Fry, L.J., appear to be of the same opinion.

A. H. F. L.

SELECTIONS.

UNDERTAKINGS AS TO DAMAGES

THE case of *Griffith* v. *Blake*, 53 Law J. Rep. Chan. 965, reported in the November number of the *Law Journal Reports*, decides a point of some importance in the law injunctions, and at the same time throws some light on the rather obscure subject of the undertaking as to damages given upon interlocutory injunctions. The plaintiffs in the action were a firm of solicitors at Cardiff, who unfortunately had very noisy neighbours in the shape of certain iron-workers. The process technically known as "blocking tin plates" was found seriously to distract the attention of those engaged in the drafting of deeds and the composition of letters to clients. A motion was accordingly made to restrain the operations of the neighbours as a nuisance, and Mr. Justice Chitty gave an interim injunction on the plaintiff undertaking to pay damages if the Court should think the defendants had sustained loss by the injunction. A motion was made in the Court of Appeal to rescind the order, and the appellant's counsel argued that if it should turn out that Mr. Justice Chitty was wrong in his law and that the tin-blocking was not legally a nuisance, the defendant would not be able to recover damages, and therefore the injunction ought to be taken off. He relied, as an authority for this proposition, on the case of *Smith* v. *Day*, L. R. 21 Ch. D. 421. Thereupon Lord