

difference should arise between the parties touching the lease or anything therein contained, or the construction thereof, or in any way connected with the lease, or the operation thereof, it should be referred to arbitration. Some years after the date of the lease, disputes having arisen as to the water supply, a written agreement was entered into, binding the lessor to take steps to secure a better water supply, and in some respects varying the rights of the plaintiff as to the supply. The plaintiff brought his action for breach of this agreement, and also alleging that the lessor had not supplied the stipulated quantity of water, and claiming an inquiry as to the damages sustained by the plaintiff "by reason of the matters aforesaid." Under these circumstances, the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.), were of opinion that North, J., had rightly refused to stay proceedings, because the plaintiff was suing for damages for breach of the agreement as well as for breach of the covenant in the lease; and that the arbitration clause only applied to the latter, and therefore the whole subject matter of the action could not be referred, and that it would not be right to split up the action by referring part only of the matters in question; and that even if the arbitration could be construed so as to cover all the matters in respect of which damages were claimed, it would not be proper to refer them to an arbitrator, as he would have no power to determine the construction of the agreement and its effect upon the provisions of the lease. *Wade-Gery v. Morrison*, 37 L.T.N.S., 270, was distinguished on the ground that, although there were there two agreements, one of which contained an arbitration clause, and the other did not, they were contemporaneous, and constituted in law but one agreement, and therefore the arbitral clause applied to both.

INFANT—APPRENTICESHIP DEED—COVENANT OF INFANT TO SERVE—CONTRACT—INJUNCTION TO RESTRAIN BREACH OF NEGATIVE CLAUSE IN CONTRACT BY INFANT.

In *De Francesco v. Barnum*, 43 Chy.D., 165, the plaintiff applied for an interim injunction to restrain the defendant, Barnum, and another, from inducing or allowing two infant defendants to perform as dancers, and to restrain the infant defendants from performing as dancers, and the mother, who was also a defendant, from permitting them to perform as dancers, in violation of articles of apprenticeship, whereby the infants were bound to the plaintiff for a term of seven years as pupils, on the terms that he should teach them to dance, and whereby the infants purported to bind themselves not to contract or accept any professional engagement during the term without the plaintiff's consent. The deed also contained mutual covenants by the plaintiff and the mother of the infants, who was also their guardian, whereby the plaintiff agreed to properly instruct the infants, and make certain payments to the mother for dancing engagements during the term, and the mother agreed that the infants' services should be entirely at the plaintiff's disposal during the term, and she was to enter into no professional engagements for the infants during the term without the plaintiff's consent. On the authority of the old case of *Gylbert v. Fletcher*, Cro. Car. 179, Chitty, J., decided that, inasmuch as no action could be brought against an infant on a covenant to serve, the negative clause in the apprenticeship deed could not be enforced