

REVIEW OF CURRENT ENGLISH CASES

(Registered in accordance with the Copyright Act.)

HUSBAND AND WIFE—WEARING APPAREL OF WIFE—AGREEMENT THAT APPAREL FURNISHED BY HUSBAND TO WIFE IS TO BE HIS PROPERTY—VALIDITY OF AGREEMENT.

Rondeau v. Marks (1918) 1 K.B. 75. In a late case an action was brought by a disappointed swain to recover an engagement ring, in which the plaintiff swore, that when the ring was given it was on the express understanding that it was to be returned if the contemplated marriage did not take place, which indicated a degree of forethought not usual on such occasions. In the present case, which was an interpleader issue between the execution creditor of a married woman, who had taken in execution some of the defendant's wearing apparel, which was claimed by her husband (who was the defendant in the issue), under an agreement that all apparel furnished by him for the use of his wife was to remain his property. Bailhache, J., who tried the issue, upheld the validity of the agreement (1917) 2 K.B. 636 (noted *ante* p. 62), and the Court of Appeal (Pickford and Bankes, L.JJ., and Sargant, J.) have now affirmed his decision.

STATUTORY REGULATION FOR DETERMINATION OF DISPUTE—STAYING ACTION—PARTIES COMPELLED TO FOLLOW STATUTORY REMEDY —ARBITRATION ACT, 1889 (52-53 Vict. c. 49) ss. 4, 27— (R.S.O. c. 65, ss. 4, 8).

Clements v. Devon (1918) 1 K.B. 94. In this case a dispute had arisen between a medical man and an Insurance Committee, appointed under the English Insurance Act, which empowers the Commissioners of Insurance to make regulations; and by a regulation so made disputes arising between medical men appointed under the Act and the Insurance Commissioners are to be subject to appeal to the Insurance Commissioners. In the present case the plaintiff, a medical man, had brought an action in respect of matters in dispute between himself and the Insurance Committee and the defendants applied to stay the proceedings under the Arbitration Act, on the ground that there was by virtue of the regulation above referred to a submission to arbitration within the meaning of the Arbitration Act. Rowlatt, J., refused to stay the action on the ground that the regulation in question was not a submission within the Act, but the Court of Appeal