Act might have been reduced into possession by the husband, the separate property of the wife. But the words of the Act are too plain, and there is nothing to confine their operation to actions for torts committed after the Act came into operation." He also expresses his view, which must also have been the view of the other judges, that the rights of the husband are not protected by that section which corresponds to s. 22 of 47 Vict. c. 19, O.

EVIDENCE—PEDIGREE—FACTS CONSTITUTING PEDIGREE.

At p. 818 comes what is probably the most valuable decision in the number, namely *Haines* v. *Guthrie*, first because it is a categorical decision of the Court of Appeal that though in cases of pedigree hearsay evidence is, contrary to the general rule, admissible to prove pedigree, yet nevertheless hearsay evidence is not admissible to prove such facts as birth, death, and marriage for purposes other than proving pedigree, although these are the facts which constitute a pedigree; and, secondly, because it contains a long judgment of Stephen, J., discussing the law as to the admissibility of hearsay evidence in pedigree cases. The facts of the case are simple. The action was for the price of certain horses, sold by the plaintiff to the defendant, and the defence was that at the time of sale the defendant was under twenty-one years of age. The evidence of this fact tendered was a declaration in an affidavit by the deceased father of the defendant as to the date of the defendant's birth. The question was whether this evidence was admissible. The Court of Appeal, affirming the decision of the Queen's Bench Division, held that it was inadmissible, as Bowen, L. J., says, p. 831:—"The exact point is that in such an action as the present, and on such an issue, the declaration of a deceased person is not admissible; for the question at issue is not a question of family, but merely as to the age of a particular young man:" or, in the words of Brett, M. R.:—"What the family of the defendant is is immaterial; whose son he is is immaterial; whether he is a legitimate or an illegitimate son is immaterial, and whether he is an elder or a younger son is immaterial. No question of family is raised in the case." It may be remarked that Brett, M. R., cites at length the passage from *Sturla* v. *Freccia*, 5 App. Cas. 623, wherein Lord Blackburn enumerates the exceptions to the general rule that hearsay evidence is inadmissible, and adds at p. 830:—"I think Lord Blackburn intended to make an exhaustive definition of the exeeptions to the rule against the admission of hearsay evidence, and he distinctly states that "in questions of pedigree" the statements of deceased members of the family "are evidence *to prove pedigree*."

CONTRACT—ARBITRATION CLAUSE—"DISPUTE ARISING ON THIS CONTRACT."

The last case necessary to notice here in this number is *Hutcheson & Co.* v. *Eaton & Son*, p. 861. In this case it appeared that in a written contract by which the defendants sold to the plaintiffs a cargo of cotton-seed cake of a specified quality, there was a clause that "should any of the above goods turn out not equal to quality specified, they are to be taken at an allowance, which allowance, together with any dispute arising on this contract, is to be settled by arbitration." The cargo proved of inferior quality, and an arbitration was had to determine the liability of the defendants. The arbitrators decided by their award that the defendants were not liable, inasmuch as it appeared that the defendants signed the contract with the addition of the word "brokers," and, after the contract was signed, named their principals; and the arbitrators found by their award that a custom existed that a broker, upon naming his principals, ceased to be liable on the contract. The Court of Appeal now held that this award was