

Hawkins, J., that the default provided for was a single event, viz., the completion of the work, which was distinct from the clearing away of implements, etc.; but both Lord Esher and Kay, L.J., agreed that even if the clearing away was included in the word "completion," it was still but one event, and therefore the amount stipulated for was to be regarded as liquidated damages and not as a penalty.

PRACTICE—ARBITRATION—SUBMISSION TO SINGLE ARBITRATOR—REFUSAL TO CONCUR IN APPOINTING ARBITRATOR—NOTICE TO APPOINT—ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49), s. 5—(R.S.O., c. 53, s. 39).

*In re Eyre v. Leicester* (1892), 1 Q.B. 136, was an application to the court to appoint a sole arbitrator, on the ground that the other party to the submission refused to concur in an appointment. The Arbitration Act, 1879, s. 5, provides that any party may serve the other parties "with a written notice to appoint an arbitrator," and, if the appointment is not made within seven days thereafter, the court, or a judge, may appoint an arbitrator (see R.S.O., c. 53, s. 39). The submission in the present case provided for a reference to a single arbitrator, and the notice served by the applicant was a notice "to concur in the appointment of a sole arbitrator." The principal question was whether this was a sufficient notice under the statute, and the Court of Appeal (Lord Esher, M.R., and Lopes and Kay, L.J.J.) held that it was.

PRACTICE—STAYING PROCEEDINGS—ARBITRATION—SUBMISSION—FIRE INSURANCE POLICY—ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49), ss. 4, 27 (R.S.O., c. 53, s. 38; 52 VICT., c. 13, s. 7 (O)).

*Baker v. Yorkshire Fire & Life Assurance Co.* (1892), 1 Q.B. 144, was an action on a policy of fire insurance in which the defendants applied to stay the proceedings on the ground that the policy sued on contained a provision that any differences arising under it should be referred to arbitration. The plaintiffs resisted the motion on the ground that there was no submission to arbitration on their part within the meaning of the statute 52 & 53 Vict., c. 49, s. 4 (R.S.O., c. 53, s. 38), they not having signed the policy. Lord Coleridge, C.J., and A.L. Smith, J., however, affirmed the order of Charles, J., staying the proceedings, being of opinion that the plaintiff by suing on the policy adopted it as his contract.

LIFE INSURANCE—INSURANCE IN FAVOR OF WIFE—DEATH OF INSURED THROUGH CRIME OF WIFE—PUBLIC POLICY—RESULTING TRUST IN FAVOR OF INSURED'S ESTATE—MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT., c. 75), s. 11.

*Cleaver v. Mutual Reserve Association* (1892), 1 Q.B. 147, is the case in which the notorious Mrs. Maybrick's right to a policy on the life of her husband, which had been effected by her husband for her benefit, came in question. The action was brought by the executors of her husband's estate, and also by the assignee of Mrs. Maybrick. The Divisional Court dismissed the action as to all the plaintiffs; but the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.J.J.) held that, although neither Mrs. Maybrick nor her assignee could have any interest in the policy, as she had been found guilty of her husband's murder, yet that there was a resulting trust in favor of her husband's estate, and that therefore his executors were entitled to succeed.