given to the arbitration. He need not act as an arbitrator unless he chooses, or he may stipulate as a condition to his consenting to act that his remuneration shall be at a fixed rate, but in the absence of that, if he chooses to act as an arbitrator he must be contented with an arbitrator's pay. What that pay is depends upon the particular circumstances of each case. The expert, the professional man, the lawyer, surgeon or engineer as the case may be, who has been selected as arbitrator because the matters in controversy were such as his special training and education enabled him the more intelligently to determine, cannot be rated the same as one who has no such exceptional qualification. It is obvious also that in determining as to the reasonableness of the compensation regard must be had to the nature and importance of the matter in dispute, the amount of money involved, and the time necessarily occupied in the work.

C. N. Skinner, Q.C., for City of St. John. A. I. Trueman, for arbitrators.

Barker, J. MARCHIE v. THERINUIT. Dec. 20, 1898.]
Registration of copy of instrument—Proof of execution—57 Vict. c. 20, s. 69.

Prior to the marriage of the defendant domiciled in Quebec, her intended husband entered into a contract with her before a notary public, at Fraserville, Quebec, in which it was stated that the future husband endowed the future wife in the sum of \$5,000 as a dower prefixed on the property the most clear of the said future husband, and that the same was mortgaged to begin that day, etc. The original instrument remained on file in the notary's office. A copy certified by the notary was registered in the registry office of Madawaska Co., N. B., on June 12, 1878. Subsequently the husband executed a mortgage of his land in Madawaska Co. to the plaintiff, who had no notice of the marriage contract. On the d-ath of the husband suit was brought by the plaintiff for the foreclosure of the mortgage and sale of the mortgaged premises, and the defendant claimed that the mortgage should be postponed to her lien on the land by virtue of the marriage contract.

Held, the registry of the copy of the marriage contract was unauthorized and invalid: that under the registry laws of New Brunswick the original instrument duly acknowledged or proved to the registrar must be produced for registry, and that the defendant could not claim a title to the land as against the plaintiff.

2. The defendant was not entitled to the benefit of the provisions of 8, 69 of 57 Vict. c. 20, as the plaintiff's mortgage was obtained prior to the passing of that Act, but that if the Act did apply the marriage contract was not within it as the acknowledgment or proof of the instrument being wanting, the registration was a nullity, and was not cured by 8, 69.

Psyster, Q.C., and James Sievens, Jr., for plaintiff. Stockton, Q.C., and La Forest, for defendant.