

16), on the ground that the parties had agreed to refer the matter in dispute to arbitration; but it appearing on the application that a question of law, arising on the construction of a deed, was involved, the Court ordered the motion to stand over until after the delivery of the defence in order that an application might then be made to the Court to determine any question of law raised by the pleadings before referring, if necessary, to an arbitrator to dispose of any matter of account.

STATUTE OF FRAUDS—TWO INDEPENDENT DOCUMENTS—PAROL EVIDENCE TO CONNECT—SPECIFIC PERFORMANCE.

In *Oliver v. Hunting*, 44 Chy.D., 205, the defendant agreed to sell to the plaintiff a freehold estate for £2,375, and signed a memorandum which contained all essential terms of the contract, except that it omitted to refer to the property agreed to be sold. Two days afterwards the plaintiff sent the defendant a cheque for £375 as a deposit, and in part payment of the £2,375, and the defendant replied by letter, "I beg to acknowledge receipt of cheque, value £375, on account of the purchase money for the Fletton Manor House Estate." The defendant having subsequently refused to carry out the contract the present action was brought for specific performance, and the question was whether the receipt for £375 could be connected by parol with the contract so as to supply the defect in it as to the property to which it was intended to relate, and Kekewich, J., held that it could.

INFANT—MARRIAGE SETTLEMENT.

*Duncan v. Dixon*, 44 Chy.D., 211, the only remaining case in the Chancery Division, is a decision of Kekewich, J., as to the effect of a marriage settlement made by an infant, in which he arrived at the conclusion that the settlement was not void *ab initio*, but voidable only, which accords with the decision of our own Court as to the effect of an infant's deed; see *Foley v. Canada Permanent L. and S. Co.*, 4 Ont., 38.

RIGHTS OF RIPARIAN OWNER—NAVIGABLE RIVER.

Most of the cases in the Appeal reports are appeals from Scotch Courts, which it is not necessary to refer to here. In *Booth v. Ratte*, 15 App. Cas., 188, the Judicial Committee affirm the decision of the Court of Appeal of Ontario (14 Ont. App., 419), which affirmed the previous decision of the Chancery Divisional Court (11 Ont., 491), holding that a riparian proprietor, on a navigable river, has a right to moor to his bank a floating wharf and boat-house, so as the same shall not be an obstruction to navigation, and is entitled to maintain an action for damages caused thereto by any unauthorized interference with the flow and purity of the stream. In this case the injury was occasion by the defendants casting saw-dust into the river.

PRACTICE—VERDICT OF JURY—MOTION TO SET ASIDE VERDICT.

In *Phillips v. Martin*, 25 App. Cas., 193, the Judicial Committee adopted the rule laid down by the House of Lords in *Metropolitan Railway Co. v. Wright*,