

COMMENTS ON CURRENT ENGLISH DECISIONS.

THE Law Reports for January include 20 Q. B. D. pp. 1-147; 13 P. D. pp. 1-13; and 37 Chy. D. pp. 1-55.

ECCLESIASTICAL LAW—IMPRISONMENT OF CLERGYMEN FOR DISOBEDIENCE OF ORDER OF SUSPENSION—APPEAL—HABEAS CORPUS.

The case of *Ex parte Cox*, 20 Q. B. D. 1, so far as the main point involved in it, is happily of no practical interest in this province, it will therefore suffice to say that the decision of the Divisional Court noted *ante* vol. 23, p. 329, is now reversed by the Court of Appeal; and that the Court of Appeal held that s. 19 of the Judicature Act, 1873 (see Ont. J. A. s. 37), gives an appeal from orders made by the High Court on application for *habeas corpus*, whether the order grants or refuses the writ.

TRUST—TRUSTEE—LIEN OF TRUSTEE ON FUND FOR COSTS—VOID SETTLEMENT.

In re Holden, 20 Q. B. 743, although a bankruptcy case, involves a point of general interest, a settlor made a post-nuptial settlement, which was valid at the time it was made, under which the trustees incurred expense of defending an action brought by the settlor to set it aside, and which action was dismissed with costs, which were not paid. The settlor subsequently became bankrupt, and, by reason thereof, the settlement became void under the Bankruptcy Act. The trustees claimed a lien on the trust estate for the costs above mentioned, and it was held by the Divisional Court (Cave and A. L. Smith, JJ.) that as the settlement was originally valid, and the costs were incurred by the trustees in performance of their duty, they were entitled to the lien they claimed as against the official receiver.

ARBITRATION—ARBITRATORS' REMUNERATION—RIGHT TO SUE FOR.

Crampton v. Ridley, 20 Q. B. D. 48, is chiefly to be noticed, not for the point actually decided, but for the expression of opinion it contains as to the right of arbitrators and umpires to whom a mercantile dispute is referred for arbitration, to sue for a reasonable remuneration for their services upon an implied contract on the part of the parties to the reference to pay the same. Upon this point, notwithstanding some earlier authorities which appear to lead to a contrary view, the learned judge was of opinion that if the point ever came up for adjudication, it would be found that the law would imply a contract to pay for such services, though not where the matter in dispute was one among friends, upon social or such like matters, and referred to mutual friends of the parties for settlement.

JUSTICES—DISQUALIFICATION—INTEREST—BIAS.

The Queen v. Farrant, 20 Q. B. D. 58, was an application to set aside an order of Kekewich, J., for a prohibition to the defendant, a magistrate, to prohibit him from sitting to hear and determine an assault case on the ground of alleged bias or interest. The application was granted by Stephen, J., and the case will be