in the account affecting B., of which he gave notice to B.'s arbitrator, requesting him to send the umpire and the other arbitrator to him; they came and the matter was discussed without result, H.'s arbitrator, relying on a memorandum fo the correctness of the account. Subsequently another meeting of the three arbitrators took place, when the attorney for B. produced a formal award, with the alleged error corrected. The arbitrator chosen by H. refused to acquiesce in it, but the other two signed it. Neither H. nor his attorney had any notice of this meeting, and did not attend it.

Held, that the award must be set aside upon the ground that the last meeting was one at which the parties were entitled to attend: that though no new evidence was then adduced, it would be mischievous to allow the attorney of one side to interfere as B.'s had done behind the back, and without notice to the other side.

CHANCERY.

R.C. DRYSDALE v. PIGOTT. *April 22, May 5.*

Debtor and creditor--Insurance on life of debtor—Subsequent premiums paid by creditor—No claim made by debtor during his life or by the surety.

Where a creditor insured in his own name the life of his debtor, under an agreement between them and a surety that the first years premium should be added to the debt, and he continued to pay the premiums, and the surety having refused to repay him the second premium and no offer having been made by the debtor to repay the amount:

Held, that the creditor was not the agent of the debtor in keeping alive the policy, and the debtor and his surety repudiated or abandoned any interest in it after the expiration of the first year, and that the creditor kept up the policy at his own risk, and on the death of the debtor, after the debt had been paid, he was entitled to the policy money.

V.C.K. WARNER v. WILINGTON. *April 17 & 29.*

Lessor---Lessee---Agreement---Specific performance—Demurrer—As a general rule, in order to establish a contract, the names of the contracting parties must appear.

Upon demurrer to a bill by intended lessor to establish as an agreement for a lease a memorandum embodying the terms of a proposed lease, signed by the intended lessee only, followed by the agents of the lessor sending the draft lease and correspondence from which it appeared who was to be the lessor:

Held, that the sending of the draft lease was not sufficient, as it was not an unconditional acceptance, for he still reserved the right of retracting.

C. of A. HARRISON v. GUEST. *May 3, 24 & 31.*

Vendor and purchaser—Conveyance—Fraud—Inadequacy of consideration—Onus probandi—The duty of a solicitor for a purchaser, when dealing with a vendor, without the intervention of a solicitor considered.

A solicitor should not allow his client to complete a transaction, or allow himself to be the instrument of concluding it without insisting upon another solicitor or a professional or other adviser being employed on the part of the person with whom he is negotiating.

If persons standing in a certain relation to one another deal as vendor and purchaser, the Court expects the purchaser of the purchase is complained of by the vendor to show that the vendor had due protection afforded him; thus if a guardian purchased of his ward, though that relation may have ceased only for a short time, so that the influence of the guardian may be supposed to exist, the burden of the proof is upon him to show that his quondam ward was protected; it is no answer to a bill seeking to impeach the transaction, to say, "I have obtained the conveyance, now prove that it was obtained wrongfully."

The same doctrine applies to an attorney buying of or selling to his client. Where a fiduciary relation subsists between a vendor and purchaser, the Court throws the burden of proof upon him who sets up the transaction against the person whom he was bound to protect, scus, where no such relation subsists. In the latter case, the burden of proof is upon the vendor, to show that he was imposed upon, and he cannot be heard to say that he had no professional adviser; but must show a contrivance or management on the part of the purchaser to prevent his having that advice. If a vendor is kept in ignorance of what he is doing,—or *a fortiori* is taught or led to believe that he is doing something different to what he intended as executing a mortgage instead of a conveyance of his estate—that is a ground to set the transaction aside, and is not applicable only to the cases of persons who, from age or circumstances, are likely to be misled.

Bill filed to set aside a conveyance on the ground of fraudulent contrivance; the purchaser was a man of influence and and education—the vendor a poor, aged, uneducated, imbecile man; the one acted under the advice of his solicitor, the other had no professional or other adviser—the consideration was inadequate, and the vendor died six weeks after the date of the conveyance. The Court of Appeal, reversing the decision of Kindersley, V.C., dismissed the bill, but without costs.

CORRESPONDENCE.

To the Editors of the U. C. Law Journal.

GENTLEMEN,—

The arguments heretofore used to obtain the common justice of a reasonable remuneration for their services for the County Judges, have at the same time been linked with so many insinuations about its not having been hitherto "*an object of laudable ambition to men distinguished for acquirements and talents*," to aspire to the office held by those gentlemen, that many of them have doubtless been constrained to use the stale old cry about saving them from their friends.

The remuneration hitherto held out, does not seem to have been the first object with many of those gentlemen in accepting office, otherwise we would not find among their number many who could not only command, as they had commanded, seats in Parliament, but who were equal in point of practice to any in the respective Counties. The outside barbarians are perfectly well aware, that the centralizing system practised in reference to Toronto, has produced a species of Cockney vanity in all those there residing, leading more or less to a contemptuous feeling in reference to those beyond their narrow circle; and yet it is the opinion of some, that, laying aside a certain hair-splitting knowledge of technicalities, the country practitioner, who is necessarily obliged to be well read upon the Laws in reference to Real Estate and Commercial matters, and who sends mostly all important cases to Term with his *instructions* to his agent—ought not to be so vastly far behind his compeer.

From the signs abroad, we, in the country, think it will be