

The plaintiff was mortgagor of lands, the mortgagor assigned the equity of redemption in 1897, and died, and his will was proved in that year. The interest on the mortgage continued to be paid by the owner of the equity of redemption up to 1910, when default being made the plaintiff called on the mortgagor's executor to pay off the mortgage, and on his failing to do so brought this action for the administration of the mortgagor's estate, which had been distributed in 1898, claiming to follow the assets into the hands of those who had received them. Eady, J., held that the plaintiff having been paid his interest by the proper hand up to 1910, was in no default, and was entitled to follow the assets of the deceased mortgagor as claimed.

ARBITRATION—LEASE—CONSTRUCTION—CLAIM FOR RECTIFICATION
—ARBITRATION CLAUSE—STAYING ACTION—ARBITRATION ACT,
1889 (52-53 VICT. c. 49), s. 4—(9 EDW. VII. c. 35, s. 8,
ONT.).

Printing Machinery Co. v. Linotype (1912) 1 Ch. 566. In this case an application was made to stay the action under s. 4 of the Arbitration Act, 1889 (see 9 Edw. VII. c. 35, s. 8, Ont.), in the following circumstances. In 1901 the plaintiff company leased its undertaking business and goodwill to the Machinery Trust for 21 years, subject to certain powers of determination and renewal. The lease contained a proviso giving the lessees and the Linotype Company an option to purchase the undertaking of the plaintiff company. It also contained an arbitration clause which provided that "any dispute, difference, or question which may at any time arise between all or any of the parties hereto touching the construction, meaning, or effect of these presents, or any clause or thing herein contained, or the rights or liabilities of the said parties respectively, or any of them under these presents or otherwise howsoever in relation to these presents shall be referred" to arbitration. In 1903 the Machinery Trust and the Linotype Company agreed to amalgamate, and, for that purpose, both companies were wound up and a new company, the defendant company, was formed and by a deed dated in 1905 made supplemental to the lease of 1901, the defendant company was substituted for the Machinery Trust and the Linotype Company, and undertook the obligations and became entitled to the benefits of those companies under the lease. Questions arose as to the option to purchase given in the lease of 1901, and the plaintiff company brought the present action claiming inter alia (1) that the option was void, (2) or if the option was not void