

it would be chargeable as an extra, correspondence took place between the plaintiffs and the engineer, in which the engineer stated his view to be that the contract required the plaintiffs to use stone, and that it was not an extra. The company then referred the dispute to the arbitration of the engineer, and he, on the day of the first appointment for proceeding with the reference, wrote another letter to the plaintiffs reiterating his former view, whereupon the present action was commenced to restrain the company from proceeding with the reference. Kekewick, J., held that the letter showed that the engineer had made up his mind, and therefore was disqualified; but the Court of Appeal (Lindley, Bowen, and Smith, L.JJ.) was of the opinion that from the fact of the engineer's position as engineer of the company it would inevitably happen that he must have necessarily expressed some opinion on the point in dispute, and his writing after the commencement of the arbitration expressing the same opinion would not disqualify him, unless his letter indicated that he had so made up his mind as not to be open to change it upon argument; but whether the letter in question was open to that construction the Court of Appeal was not unanimous, Lindley and Bowen, L.JJ., thinking that it was not, and Smith, L.J., taking the opposite view. The injunction granted by Kekewick, J., was therefore dissolved. Lindley, L.J., makes some observations suggesting a doubt as to the jurisdiction to grant an injunction in such a case. His doubt, however, does not appear to have been shared by the other members of the court.

PRACTICE—DISOBEDIENCE OF ORDER FOR ATTENDANCE—CONTEMPT—ATTACHMENT  
—COMMITTAL.

*In re Evans, Evans v. Noton*, (1892) 1 Ch. 252, the point again came up for consideration as to the difference between a committal and an attachment, and as to the cases in which they are respectively applicable. In this case the defendant had failed to appear in the action: he was directed to attend for examination before an officer of the court upon certain inquiries directed in the action. The defendant having failed to attend, an order had been made requiring him to attend at his own expense, which he had also disobeyed. Whereupon, without personal service of the notice of motion, the plaintiff applied for and obtained an order for an attachment. The defendant, having been arrested, applied to be