ST. CLAIR v. STAIR—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—JUNE 24.

Pleading—Statement of Claim—Leave to Amend—Charging Acts in Furtherance of Conspiracy.]—Appeal by the defendants from the order of the Master in Chambers, ante 1486, allowing the plaintiff to amend his statement of claim. The Chief Justice dismissed the appeal. R. McKay, K.C., for the appellants. W. E. Raney, K.C., for the plaintiff.

RE IRWIN, HAWKEN, AND RAMSAY—FALCONBRIDGE, C.J.K.B.—JUNE 24.

Arbitration and Award — Valuation — Appeal — Costs.]—Motion by Hawken by way of appeal from or to set aside an alleged award. The learned Chief Justice said that he was clearly of opinion that what the documents contemplated, and what the valuers did, was a valuation, and not in the nature of an award on an arbitration. Therefore, this application could not be entertained: Re Carus Wilson and Greene, 18 Q.B.D. 7. No costs except that, as the trustees of the Irwin estate seemed to have been unnecessarily brought before the Court, Hawken munst pay their costs, fixed at $5. L. F. Heyd, K.C., for Hawken. C. A. Moss, for Ramsay. J. T. White, for the trustees of the Irwin estate.

RE IRWIN AND CAMPBELL—MIDDLETON, J.—JUNE 26.

Arbitration and Award—Appeal—Valuation.]—Application by the trustees of the Irwin estate by way of appeal from or to set aside the award or valuation of three valuators or arbitrators. It was objected that what was appealed from was not an award upon an arbitration, but merely a valuation under a provision in a lease, and, therefore, no appeal lay. MIDDLETON, J., referred to the decision of FALCONBRIDGE, C.J.K.B., in Re Irwin, Hawken, and Ramsay, supra, and said that the Chief Justice had construed a precisely similar lease, and held that it contemplated a valuation, not an arbitration; and it was necessary and proper to follow his decision, without expressing an independent view. Application dismissed with costs. W. N. Ferguson, K.C., for the appellants. N. W. Rowell, K.C., and George Kerr, for Campbell.