bentures, and Sargant, J. held that the second series did not rank *pari passu* with the first series, but after them.

SOLICITOR—ILLEGAL AGREEMENT—PERMITTING NAME TO BE USED FOR PROFIT OF UNQUALIFIED PERSON—SOLICITORS' ACT 1843 (6-7 VICT. c. 73), s. 32—(R.S.O. c. 159, s. 28).

Harper v. *Eyjolfsson* (1914) 2 K.B. 411. This was an action for malicious prosecution, in which judgment was given at the trial for the plaintiff for £175 from which the defendant appealed on the ground that the Judge had improperly admitted evidence of an agreement of service between the plaintiff, who was not a qualified solicitor, and his employer, one Nimmo, who was a solicitor. By the agreement in question Nimmo agreed to employ the plaintiff as his clerk on the terms of paying him £3.10 per week and in addition a bonus of 25 per cent. on all gross costs and other profits (exclusive of disbursements) received by Nimmo from business introduced by the plaintiff, and it was also provided that in the event of the determination of the engagement the bonus of 25 per cent. should be continued to be paid, less £3.10.0 per week. This agreement the defendants contended was an illegal agreement and in contravention of the Solicitors' Act 1843, s. 32, and therefore inadmissible. The Divisional Court (Ridley and Bankes, JJ.) held that the first part of the agreement was unobjectionable and valid as it merely provided for the common case of a managing clerk introducing clients and business to his employer as his agent but they held that the second part of the agreement whereby the solicitor became bound to continue to pay the bonus after the relationship of master and clerk had ceased was a contravention of the Solicitors' Act, and was an agreement for carrying on business for an unqualified person: *semble* such an agreement would be invalid in Ontario. See R.S.O., c. 159, s. 28.

ARBITRATION—AWARD—MISCONDUCT OF ARBITRATOR—REJECTION OF EVIDENCE.

Williams v. *Wallis* (1914) 1 K.B. 478, may be briefly noticed for the fact that a Divisional Court (Lush and Atkin, JJ.) express the opinion, though they do not actually decide, that improper rejection of evidence by an arbitrator may be misconduct, which would justify the setting aside of his award.