

testator most probably intended to give the devisee bread, and the Court of Appeal has presented him with a stone. It may, perhaps, be deemed somewhat presumptuous to question the propriety of this decision; we cannot, however, forbear saying that it does not appear to us to effectuate the very probable intention of the Wills Act, s. 23 (R.S.O., c. 109, s. 25). That section provides that no act done after the will, relating to the property comprised therein, is "to prevent the operation of the will with respect to such estate, or interest in such real or personal estate, as the testator had power to dispose of by will at the time of his death." One would think, but for this decision, that the meaning of that provision must be that a legatee, or devisee's interest in the property bequeathed or devised, was to be that beneficial estate or interest which the testator himself had in it at the time of his death, whatsoever it might be. But how often it happens that a legislature fails to express its meaning so that it will stand the test of judicial exposition!

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In *Lamb v. Evans*, (1893) 1 Ch. 218, the defendants appealed from the decision of Chitty, J., which we noted *ante* p. 57, and the Court of Appeal (Lindley, Bowen, and Kay, L. JJ.) dismissed the appeal with costs.

ARBITRATION—BIAS—UNFITNESS OF ARBITRATOR—INJUNCTION.

*Jackson v. Barry Railway Co.*, (1893) 1 Ch. 238, somewhat resembles in its facts the case of *Hendrie v. The Belt Line Railway Co.*, which was last year before Robertson, J., in the Chancery Division, but is not yet reported, and the late case of *Farquhar v. Hamilton*, 20 Ont. App. 86. The action was brought to restrain the defendants from proceeding further with an arbitration on the ground that the arbitrator to whom the reference was made was disqualified by reason of bias. The plaintiffs were contractors for the building of a dock for the defendant railway company, and the contract provided that in the event of any dispute as to the meaning of the contract, or as to the quality or description of the materials to be used, it should be referred to the arbitrament of the company's engineer. A dispute having arisen as to whether the contract required the interior of an embankment to be made of stone, or whether rocky marl was allowable, so that if the plaintiffs used stone by the direction of the engineer