

at all, Nicholas Garland would still be firmly entrenched in the confidence of the defendant's solicitor and agent, Mr. Charles Millar.

Suspicion of course is not enough. *Crossley v. Clay* (1848), 5 C. B. 581; and "Whenever the conduct of arbitrators is sought to be impeached the Court will look with a jealous and scrutinizing eye through the evidence advanced for the purpose." *Brown v. Brown*, 22 Eng. Rep. 384, Editorial foot note at p. 385. This domestic tribunal is the direct outcome of the specific terms of the defendant's own leases, and "we must not" says Chief Justice Cockburn, in *Re Hopper*, L. R. 2 Q. B. 367, "be over ready to set aside awards where the parties have agreed to abide by the decision of a tribunal of their own selection, unless we see that there has been something wrong or vicious in the proceedings."

For the present I am not distinguishing between an arbitration and a valuation although of course arbitrators are bound to observe rules and principles of judicial procedure never enacted or in fact looked for in the case of valuers.

Speaking then of arbitrators, corruption, fraud, partiality, or wrongdoing, if alleged, must be distinctly established. *Goodman v. Sayers*, 22 R. R. 12, 2 Jacob & Walker 249. And it must be shewn that the parties were actuated by corrupt motives, and that the arbitrator was influenced by what is complained of. *Mosley v. Simpson* (1873), L. R. 16 Eq. 226; *Re Hopper* (1867), 2 Q. B. 367; *Doberer v. Megaw* (1903), 34 S. C. R. 125. And the Court favours awards. *Morgan v. Mather* (1702), 2 Ves. Jr. 15.

The defendant says: "The arbitrator, Nicholas Garland, . . . was an interested person . . . and unknown to the defendant he was illegally biased for and interested in the plaintiff, whereby he was disqualified from acting in the capacity he filled."

The attempt was to shew that Garland was a mortgagee of land belonging to the British Land Company Limited, and that if the company sold some of their lots to the plaintiff they would be in a better position to meet their obligations to this valuator. Well this, if all true, goes no further than the alleged disqualification of the arbitrator in *Drew v. Drew & Leburn* (1855), 2 Macqueen 1. There the claim