

time, did not expire until they had disagreed as to terms.

Holmes v. Taylor, 33/415.

9. **Appointment of third arbitrator.]**—Unless by statute, there is nothing to require the appointment of a third arbitrator by the other two (or an umpire on a submission), to be in writing.

And an appointment having been made, it is irrevocable.

Kedy v. Davison, 34/233

10. **Court acting as quasi arbitrator.]**—In the settlement of the estate of a deceased person, the Judge of Probate, without objection being made, decided a matter of dispute between the administrator and M. S., one of the heirs, as to which he had no jurisdiction:—

Held, that as he had no jurisdiction, he must be taken to have acted as a sort of quasi arbitrator, and while his action was not strictly correct in a legal aspect, yet a fair measure of justice to both having been attained, the Court would not vary the result.

Re Estate E. Scott, 29/92.

11. **General assignment—Arbitration clause.]**—An arbitration clause to the effect that matters of dispute arising between creditors and the insolvent estate should be referred to arbitration, is not only not to be regarded as tending to hinder or delay creditors, but is of a beneficial character. If a question of law proper should arise, action by the Court would not be stayed to enable arbitrators to act, and similarly, if a proper question for a jury. And the Court would not lend its aid, if delay were aimed at by means of an arbitration.

Hart v. Maguire, 29/181.

12. **Fire policy—Arbitration clause.]**—A policy of fire insurance required as a condition that any difference arising as to the amount of loss, should at the request of either party be referred to arbitration, and that no action should be brought until after award. No request having been made in this case:—Held, that there was no obstacle to plaintiff's bringing this action.

Bishop v. Norwich Union Fire Ins. Society, 25/492.

13. **Surface rights.]**—Award in respect of, under the Mines Act. Validity of appointment of arbitrator by warden. Notice.

See MINES AND MINERALS, 15, 16.

## ARCHITECT.

**Architect—Agreement as to remuneration—Commission.]**—Defendant employed plaintiff, an architect, to prepare plans and specifications for a hotel building, to cost not more than \$4,900 or \$5,000, for which he was to receive a commission of two per cent. on the cost, and one per cent. more for superintendence. Instructions as to size, number of rooms, etc., were given by defendant. Before completion, changes were made in the plans, involving additional expenditure to the extent of \$1,500.

Plans were approved by defendants and the work was begun. It was then found that, owing to advances in the price of material, the work would cost more than anticipated, and it was stopped:—

Held, plaintiff was entitled to recover two per cent. on the estimated cost of the building, with the additions and alterations approved by defendant.

Hutchinson v. Conway, 34/554.

## ARREST.

See CAPIAS, COLLECTION ACT, CRIMINAL LAW, EXECUTION, 12, FALSE ARREST AND IMPRISONMENT, INDIGENT DEBTOR, MALICIOUS PROSECUTION.

## ASSAULT.

1. **Forcibly recovering property from wrongdoer.]**—Plaintiff loaned money to the father of the defendant, taking as security therefor a conveyance of a piece of land. At the same time plaintiff executed and delivered a bond conditioned for the reconveyance of the land on re-