

cash balances once in each and every month during the continuance of this agreement and shall render unto the said Thomas A. Hatfield a general account of the stock in trade, credits, property and effects, debts and liabilities of the said business once every three months. (5) The said G. W. West and Mary Jane, his wife, shall remit to the said Thomas A. Hatfield, at Calgary, all the moneys received by them from sales in the course of the business as aforesaid, such remittances to be made on Tuesday and Friday in each and every week, deducting freight charges and such amounts as may have been paid out in cash for local merchandise and farm produce. (6) The said Thomas A. Hatfield may from time to time, and at all times, visit the said store at Innisfail, and examine all and any of the books of account kept by the said G. W. West and Mary Jane, his wife, and take an account of the stock in trade, credits, property and effects, debts and liabilities of the business, and the said G. W. West and Mary Jane, his wife, shall whenever called upon, give to the said Thomas A. Hatfield full explanations with regard to any matters concerning the said business as aforesaid. (7) Proper books of account shall be kept by the said G. W. West and Mary Jane, his wife, and entries immediately made therein of all receipts and payments made, and of all other matters and things as are usually entered in similar books of account. (8) The net profits of the said business, after deducting all freight charges shall be shared in equal proportions between the said Thomas A. Hatfield and G. W. West. (9) This agreement may be determined at any time by Thomas A. Hatfield. (10) If the said G. W. West and Mary Jane, his wife, wish to terminate this agreement they shall give to the said Thomas A. Hatfield one month's written notice of their desire so to do. The goods supplied by H. under this agreement having been seized under execution against W. an interpleader order was issued to try out the title thereto.

Held, that under the agreement the goods supplied by H. were not sold to W., but H. retained such an interest in them as to prevent them being liable for W.'s debts. Appeal dismissed with costs.

Latchford and McDougall, for appellants. *Knott*, for respondent.

Province of Ontario.

COURT OF APPEAL.

From Robertson, J.]

[June 18.

IN RE JENISON AND KAKABEKA FALLS L. & E. COMPANY.

Arbitration and award—Arbitrator—Refusal to state case.

When questions of law arise in the course of arbitration proceedings, any party thereto may apply to the arbitrator to state a case for the opinion of the Court, and in the event of his refusal may apply to the Court to compel him to do so. The application may be made before the arbitrator gives a ruling on the questions of law, and the making of an order is in each case a matter of judicial discretion, the order granting or refusing the direction to the arbitrator being subject to appeal.