

seems to conflict with the opinion of Lord Mansfield, C.J., in *Doe v. Jackson*, Doug. 175, which, we believe, has hitherto been considered good law, that where a notice to quit is given by a landlord, coupled with an option of a new agreement, *e.g.*, "or else that you agree to pay double rent," the notice is bad. By the *Law Times Journal* of 9th March last, however, we see that the decision has been affirmed by the Court of Appeal.

WEIGHTS AND MEASURES—FALSE OR UNJUST MEASURE—CHURN WITH GAUGE INDICATING MEASURE—MEASURE FOR USE FOR TRADE—WEIGHTS AND MEASURES ACT, 1878 (41 & 42 VICT., c. 49), s. 25—R. S. C., c. 104, ss. 25, 29.

*Harris v. London County Council*, (1895) 1 Q.B. 240; 15 R. Feb. 336, was a case stated by magistrates. The appellant was convicted under s. 25 of the Weights and Measures Act 1878 (41 & 42 Vict., c. 49)—(R.S.C., c. 104, ss. 25, 29), of having false measures in his possession for use for trade. The evidence showed that he sold milk in his own churns, which were fitted with gauges indicating the number of gallons they contained. The purchaser, by his contract, was entitled to have the churns re-gauged whenever he thought necessary. The magistrate found that the churns were used by the appellant in his dealings both with the purchaser and the railway company which carried them as measures, and that two of the churns purporting to contain sixteen gallons contained, in fact, two pints less. The Divisional Court (Wills and Wright, JJ.) held that the conviction was right.

AGREEMENT TO REFER TO ARBITRATION—STAY OF PROCEEDINGS—NEGLECT TO APPOINT ARBITRATORS—MANDAMUS.

*Norton v. Counties Conservative Permanent Building Society*, (1895) 1 Q.B. 246; 14 R. Feb. 263, was an appeal from an order of Day, J., staying proceedings in the action on the ground that the parties had agreed to refer the matter in dispute to arbitration. The plaintiff was a member of the defendant building society, and by the rules of the society it was provided that all disputes between the society and the members thereof were to be settled by arbitration, and that five arbitrators should be elected by the board of directors; and that, in case of any dispute, the matters in difference should be decided by three of such arbitrators to be chosen by lot. No