I think there are three separate and conclusive answers to the motion:—

1. This is virtually an appeal from the arbitrator's construction of the submission. Without saying that there is no right of appeal anywhere, it certainly cannot be to me, unless such a provision had been inserted in the submission.

2. To give effect to the motion would be to contradict the agreement, which refers "all existing and valid claims" to the arbitrator chosen by the parties. It was admitted that he should be allowed to decide the question of retainers, but that the Millers had the usual right of clients to have the bill passed on by the taxing officer. It is said that this was the intention of the parties, and that it was only on this understanding that the Millers consented to the reference.

This is denied, and there is no documentary evidence to support it. The submission was evidently carefully considered by the solicitor for the Millers before execution.

If any such agreement could be proved, it could not be considered on this motion, though it might be a ground for reforming the submission if thought worth while to proceed to do so. See Dominion Bank v. Crump, 3 O. W. R. 58, and cases cited.

3. But in any case the motion is surely premature. The arbitrator may find that there is no liability to pay the bill, or he may reduce it below anything that the taxing officer would allow.

For these reasons, I think the motion fails and must be dismissed with costs.

CARTWRIGHT, MASTER. MAY 21ST, 1906.

CHAMBERS.

JAMES v. SHEMILT.

Venue — Change — Preponderance of Convenience—County Court Action.

Motion by defendant, in an action in the County Court of Wentworth, for wages for services rendered to defendant at