out that the effect of the agreement was to make the lessors implied trustees for the intended lessees, and, in that view, they would not be tenants at will (see R.S.O., c. 111, s. 5, s-s. 8).

BILL OF EXCHANGE—ALTERATION AFTER ACCEPTANCE—NEGLIGENCE—ESTOPPEL—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT., c. 61), s. 64 (53 VICT., c. 33 (D.), s. 63).

In *Schofield* v. *Londesborough*, (1894) 2 Q.B. 660; 10 R. Sept. 297, the defendant had accepted a bill for £500 on a stamp sufficient to cover £4,000, but there was nothing else about the bill to make its acceptance a negligent act on the part of the acceptor. After the acceptance the bill was fraudulently raised to £3,500, and in that condition the plaintiff became the *bona fide* holder of it, and he claimed to recover the full amount of £3,500 from the defendant. Charles, J., held that the fact of the stamp on the bill being for a larger sum than was necessary was not such an act of negligence as made the defendant liable for the bill as altered, but, the alteration not being apparent, the bill was valid in the plaintiff's hands for £500 under the Bills of Exchange Act, s. 64 (53 Vict., c. 33, s. 63 (D.)), and, the defendant having paid £500 into court, the action was dismissed with costs.

ARBITRATION—ARBITRATOR—PROBABLE BIAS OF ARBITRATOR—STAYING ACTION—ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49), s. 4—(R.S.O., c. 53, s. 38).

Eckersley v. *Mersey Docks*, (1894) 2 Q.B. 667, was an appeal from an order staying the proceedings in the action, on the ground that the parties had agreed to refer the matter in question to arbitration. The plaintiff contended, and this was the point on which the case turns, that the engineer of the defendants, to whom the matter in dispute had been agreed to be referred, would be probably biased, and, therefore, that the action should be allowed to proceed. Lord Esher characterized it as an attempt to apply to arbitrators the doctrine which is applied to judges, not only that they must not be biased, but that, even though it might be demonstrated that they were not biased, yet that they should not act judicially in any matter where people, even though unreasonably, would suspect them of being biased. In this case the arbitrator named by the parties was the defendants' engineer, under whose superintendence the work which was the subject of dispute had been performed. The only ground of