

the County Court, and no appeal can be taken from the order of the County Court Judge transferring the cause, notwithstanding the wide provision of sec. 315 of the County Courts Act, and notwithstanding the opinion of the Court above that the order had been improperly made.

Moody v. Steward, L. R. 6 Ex. 35; *Harris and Son v. Judge*, (1892) 2 Q.B. 565; *Duke v. Davis*, (1893) 2 Q. B. 107, followed:

The Judge appealed to was of opinion that the defence or counter claim did not involve any matter beyond the jurisdiction of the County Court, but held that it was for the Judge of the County Court to decide that question in the first instance, as he had jurisdiction to decide it; and, having determined it judicially, his decision cannot be treated as given without jurisdiction.

Appeal quashed without costs.

Martin, for plaintiff.

Hough, Q.C., for defendant.

TAYLOR, C. J.]

[Feb. 3.

LAFERRIERE v. CADIEUX.

Agreement signed under threat of criminal proceedings—Acquiescence—Waiver.

The plaintiff having bought two horses from the defendant and given a chattel mortgage upon them which was to be paid by delivering hay, a dispute arose as to whether the horses had been paid for or not. Defendant then seized the horses, claiming a right to do so under the chattel mortgage, when the plaintiff prosecuted the defendant for stealing. The defendant then threatened to prosecute the plaintiff for perjury in swearing to the information. The parties then agreed to refer their disputes to arbitration, and an award was made giving the horses to defendant, who was to pay the feed bill due against them, and \$15 for previous expenses. The defendant then paid the feed bill and the \$15 and took away the horses.

More than four months afterwards the plaintiff replevied the horses in the County Court of Emerson. At the trial of the action, judgment was given for the defendant on appeal to a Judge of the Queen's Bench.

Held, that the plaintiff was not bound by his agreement of arbitration, as he had been induced to enter into it under threat of criminal proceedings. *Williams v. Bayley*, 4 Giff. 638, L. R. 1 H. L. 200, and *Windhill Local Board v. Vint*, 45 Ch. D. 351, followed; *Flower v. Sadlier*, 10 Q. B. D. 572, distinguished.

Held, also, that the plaintiff had not waived the objections to the award, and he was not estopped from claiming the horses by the fact that the defendant had taken the horses and paid the money according to the award, or by allowing the defendant to keep the horses for so long.

Hayward v. Phillips, 6 A. & E. 119; *Bartle v. Musgrave*, 1 Dowl. N. S. 325, followed.

Appeal allowed and verdict entered for plaintiff with costs.

Munson, Q.C., and *Forrester*, for plaintiff.

Hagel, Q.C., and *A. Howden*, for defendant.