

subject to such stipulations, but only that his grantors were seeking to impose them for the first time, the deed from the original owner of the estate to his grantor containing no restrictive stipulation.

PRACTICE — AGREEMENT TO REFER TO ARBITRATION — STAYING PROCEEDINGS — STEP IN PROCEEDINGS — ARBITRATION ACT, 1889 (52 & 53 VICT., c. 49) s. 4 — (R.S.O. c. 62, s. 7).

In *Richardson v. Le Maitre* (1903), 2 Ch. 222, the defendant applied to stay proceedings in the action on the ground that the parties had agreed to refer the matters in dispute to arbitration. It appeared that the defendant had attended before the master on a summons for directions taken out by the plaintiff, and had acquiesced, without protest, in a common form order for delivery of pleadings, and Eady, J., held that this was taking a step in the proceedings, which precluded the defendant from applying thereafter to stay proceedings in the action under the Arbitration Act, (52 & 53 Vict., c. 49) s. 4, (R.S.O. c. 62, s. 6.)

SOLICITOR — ALLEGATION OF PROFESSIONAL MISCONDUCT — REPORT OF COMMITTEE OF LAW SOCIETY ACQUITTING ACCUSED — RIGHT OF COMPLAINANT TO BE HEARD IN PERSON.

In *re a Solicitor* (1903) 2 K.B. 205, the Court of Appeal (Collins, M.R., and Matthew, and Cozens-Hardy, L.JJ.,) affirmed the decision of the Divisional Court (1903) reported in 1 K.B. 857 to the effect that where a complaint of professional misconduct against a solicitor has been investigated by a committee of the Law Society and a report made acquitting him, although the complainant has still the right to move the court to call on the solicitor to answer allegations contained in an affidavit, yet the court may properly refuse to entertain such an application by the complainant in person.

ASSIGNMENT OF DEBT — EQUITABLE ASSIGNMENT OF CHOSE IN ACTION — ASSIGNMENT BY LETTERS TO DEBTOR AND ASSIGNEE — BANKRUPTCY OF ASSIGNOR BEFORE RECEIPT OF LETTER.

In *Alexander v. Steinhardt* (1903) 2 K.B. 208, a firm residing in South America being indebted to the plaintiffs, consigned a quantity of ores to the defendants, their agents in England, and directed them by letter to sell the ores and pay the