

*Arbitration and award—Interest of arbitrator—Employment as counsel—Bias—Disqualification.*

Upon a motion to set aside an award of two out of three arbitrators, it was objected that one of the two, a Queen's Counsel, was disqualified by reason of interest. It appeared that, for some years prior to the arbitration, he had from time to time acted as chamber counsel for the standing solicitor of a corporation, one of the parties to the arbitration, and had advised him with respect to matters affecting the corporation. It did not appear that he was the standing counsel for the corporation, nor for the solicitor in matters affecting the corporation, nor that he had advised or acted for the corporation or the solicitor after his appointment as arbitrator, nor that there was any business connection between him and the corporation.

*Held*, that there was no such relation between him and the corporation as might give rise to bias or show an interest which would invalidate the award.

*Vineberg v. Guardian Fire and Life Assurance Co.*, 19 A. R. 293, distinguished.—*In re Christie and Town of Toronto Junction*. Rose, J., Jan. 29, 1894.

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*Partnership—Promissory note—Action against indorser—Action against same person, as maker—Res judicata—Judgment against firm—Action upon judgment against members—Conduct—Election—Estoppel.*

The defendant was sued by the same plaintiffs in a former action as indorser of a promissory note, and judgment was entered in his favor upon the defence that he endorsed it for the accommodation of the plaintiffs without consideration. In this action he was sued upon the same note and others, as a partner in the firm who were the makers of the notes, along with the other partner.

*Held*, that the fact of his establishing his defence in the former action had no effect upon the question of his liability in this. Nor were the plaintiffs debarred by the recovery of a judgment against the partnership from bringing an action upon the judgment against the individual members of it.

*Clarke v. Cullen*, 9 Q. B. D. 355, followed.

The defendant set up that the plaintiffs had elected to treat the other member of the firm as their sole debtor, by reason of