

SECURITY FOR COSTS—LEAVE TO SUE IN FORMA PAUPERIS.

In *Willé v. St. John* (1910) 1 Ch. 701 the Court of Appeal (Cozens-Hardy, M.R., and Williams, Moulton, Farwell and Buckley, L.JJ.) held that where after an order had been made staying proceedings until security for costs of an appeal should be given, and before the time limited for complying with the order expired, the appellant had obtained leave to sue in forma pauperis, that this put an end to the stay of proceedings contained in the order for security.

PARTNERSHIP—MORTGAGE OF PARTNER'S INTEREST—RIGHT OF MORTGAGEE TO AN ACCOUNT—ARBITRATION CLAUSE—DISCRETION—STAY OF PROCEEDINGS—ARBITRATION ACT, 1889 (52-53 VICT. C. 49), s. 4—(9 EDW. VII. C. 35, s. 8, ONT.).

Bonnin v. Neame (1910) 1 Ch. 732. This was an action by the mortgagees of a partner's share in a partnership, for an account of the partnership in order that their mortgagor's share might be ascertained. The defendants applied to stay proceedings on the ground that the partnership deed contained the usual arbitration clause in case of disputes arising between the partners, and it was claimed there was a dispute as to the partner's share claimed by the plaintiffs. It appeared that under the arbitration clause arbitrators had been appointed by the partners, who had expressed strong opinions in favour of their respective appointors. In these circumstances Eady, J., held that it was in the discretion of the court as to whether or not a stay should be granted; and in the exercise of that discretion, the fact that partisans had been appointed arbitrators might be properly taken into account, and he refused the stay; being also of the opinion that the plaintiffs were not bound by the arbitration clause, which did not extend in terms to persons claiming under the partners.

VENDOR AND PURCHASER—CONVEYANCE—PLAN.

In re Sansom & Narbeth (1910) 1 Ch. 741. The simple question submitted to Eady, J., in this matter under the Vendors and Purchasers' Act was whether or not a purchaser is entitled where land has not been sold according to any plan, nevertheless to have a plan made and referred to in the conveyance from his vendor. This question Eady, J., answers in the affirmative, having regard to the fact that prior conveyances under which the