

the dispute shall be referred to arbitrators, whose award on all points shall be final." The laths shipped to the defendants under the first contract included 33 per cent. of laths five feet long, a length not mentioned in the contract, and under the second contract the shipment included about 60 per cent. of two feet instead of not more than 30 per cent. The defendant rejected the laths, and refused to accept the drafts, and the question was, whether the rejection was justifiable? Bigham, J., held that it was, and that the stipulation as to arbitration must be held to apply only where it was doubtful whether the shipper had adhered sufficiently closely to the contract, that the goods should be of "about" the specified lengths, and did not operate so as to force the buyer to accept goods which were obviously neither within, nor "about" the specification, nor commercially within its meaning; and as it was established in evidence that neither the two feet nor five feet lengths were worth the contract price, he held there had not been a substantial compliance with the contract. The contracts provided that the property in the laths was to pass to the buyers on shipment thereof, and it was urged that on this ground the plaintiffs were entitled to recover, but the learned judge held that there was nothing in that point, as it only applied to goods which were within the terms of the contract. ■

COMPANY—DIRECTOR—REMUNERATION OF DIRECTOR—YEARLY PAYMENT—SERVICE FOR PART OF YEAR.

Inman v. Ackroyd (1901) 1 Q.B. 613, was an action brought by an ex-director of a limited company to recover remuneration for part of a year's service as director of the company. The articles of association provided for the payment of "the sum of £125 per annum and such further sums as shall from time to time be determined by the company in general meeting, and the same shall be divided among them in such proportion and manner as the directors by agreement may determine, and in default of such determination, equally." The plaintiff had resigned after serving a part of a year. Bruce, J. held that the plaintiff was not entitled to recover, and the Court of Appeal (Smith, M.R. and Collins and Romer, L.JJ.) affirmed his decision, and held that the Apportionment Act did not apply.