

reference, pursuant to an implied term of the submission mentioned in the Arbitration Act 1889, s. 2, First Sch. (c), (R.S.O. c 65, s. 5 Sch. A (1) ). The Court held that it could not be presumed that the umpire had dealt with them, merely from his silence, and therefore under s. 10, (R.S.O. c 65 s. 12) made the order remitting the award as asked.

**Company—Director—"Salary" — Apportionment — Implied term of contract of service—Apportionment Act, 1870 (33-34 Vict., c. 35), s. 2—(R.S.O., c. 156, s. 2.)**

*Moriarty v. Regents Garage Co.* (1921) 1 K.B. 423. In this case the plaintiff agreed to sell his business to the defendant Company, the price to be paid partly in cash and partly in debenture stock of the Company. The agreement contained a clause that the plaintiff should be and act as one of the directors and that his fees for so acting should be £150 per annum. The plaintiff received the debentures which were made subject to a condition that the defendant might pay them off at the expiration of one month. In December 1919 the plaintiff was duly appointed a director and subsequently the plaintiff agreed to accept payment of all money due him on his debentures and in May 1920 he was paid off and ceased to be a director. This action was brought to recover the proportion of his fees as for the period he acted as director from December to May. The County Court judge thought that the fees were not subject to apportionment, but a Divisional Court (Lush and McCardie JJ.) held that the stipulated payment was a salary and therefore within the Apportionment Act 1870, s. 2 (R.S.O. c 156, v 2) and that even if it were not, it was an implied term of the contract that if the plaintiff's services terminated before a year, he would be paid a proportionate part for the time he actually served.

**International law—Jurisdiction—Status of Russian Soviet Government—Confiscatory Decree.**

*Aksionairnoye &c. v. Sagor* (1921) 1 K.B. 456. This action arises out of an act of the Soviet Government of Russia. The plaintiff carried on a mill and factory in Russia. The mill and goods of the plaintiff were confiscated