

have stated very fully the questions which they examined, and the view they took of them, the result being that a certain sum is found due upon the result of the account from the present appellant to the firm. It is admitted, or at least it cannot be controverted, having regard to the terms of the Code, that it is not for their lordships to perform the office of the arbitrators with regard to the merits, or to take the accounts, and exercise their judgment upon all the questions which were referred. Their lordships must consider whether anything is shown to have been done which vitiates the award. And in point of fact, from the numerous grounds of objection to the award which are printed at page 236 in the judgment of Mr. Justice Cross, it is manifest that the appellant's case as against the award proceeds not upon any attempt to ask the Court to go into the accounts and review the decisions which the arbitrators came to, but upon the allegation that as to various matters they conducted themselves irregularly or improperly in the performance of their duty; that is the sole question which their lordships have to consider.

What, then, is the ground of this appeal? That upon the questions of law, or question—for it really comes to a single question,—as to the footing on which, under this partnership deed, Mr. Rolland was to account, they received or took, and may be presumed to have been influenced by, certain legal opinions, taking or receiving them in a certain manner, which appears by the evidence.

The facts, shortly stated, seem to be these. In this, as in many other cases of arbitration, there was some appearance of a greater degree of zeal on the part of the arbitrators nominated by the parties for those who nominated them than in the abstract might be desired. One of the arbitrators was named by Mr. Rolland: another was named by Mr. Cassidy, his opponent, and the third was named by the two. It appears by the judgments of the Court below that these gentlemen were well known, and were perhaps the best arbitrators, for a case of this kind, who could have been obtained; and being *amiable compositeurs*, and not bound to proceed with strict form and regularity in every-

thing, though they were, as their lordships assume, bound to proceed according to the substantial rules of justice, they desired to know, in the first instance, whether the position of *gérant* or administrator, under the Article which has been read, made it proper to treat this gentleman, Mr. Rolland, not as a simple partner, but as an accounting party to his partners upon the footing of the agency *prima facie* constituted by the second Article. They wanted to know whether the law was one way or the other about that. One of them, M. Tourville, the arbitrator named by Mr. Cassidy, he, or Mr. Cassidy, or both of them together, went to a lawyer, Mr. Lacoste, whom Mr. Cassidy had been accustomed to consult as his legal adviser in this and other affairs, and to whose standing and character M. Archambault has this morning borne testimony honorable to both gentlemen. Mr. Lacoste's character was above reproach or suspicion. That he was a gentleman whom, both in this business and in other matters of business, Mr. Cassidy had consulted, was perfectly well known to everybody; and it appears quite clearly, that not Mr. Ward and M. Tourville, as Mr. Justice Monk erroneously assumed in his opinion, but either Mr. Cassidy or M. Tourville for Mr. Cassidy, went to Mr. Lacoste to obtain his opinion upon the question or questions of law which were supposed to lie upon the threshold of the case, and which did in fact lie upon the threshold of the case. That opinion, signed, was obtained, with the accession to it of the opinion of another gentleman, an advocate, M. Bélique. As to him also, Mr. Justice Monk appears to have thought that there was some evidence showing that Mr. Ward and M. Tourville had intervened. There is no evidence of the kind. Their Lordships will deal with the case upon the assumption that M. Tourville individually did intervene; but that is a different thing from the intervention in that matter of two of the three arbitrators, constituting a majority. That opinion was obtained by or for Mr. Cassidy without any concealment; it appears on the face of the opinion that it was given on his behalf; it was produced, according to the evidence, to all the arbitrators. According to the evi-