BUILDING CONTRACT—CONSTRUCTION — ARCHITECT'S CERTIFICATE —FINALITY—REFERENCE OF DISPUTES TO ARBITRATION.

In *Robins* v. *Goddard* (1905) 1 K.B. 294 the Court of Appeal (Collins, M.R., and Stirling and Mathew, L.JJ.) have reversed the decision of Farwell, J. (1904) 2 Ch. 261 (noted ante, vol. 40, p. 836). One would have thought that the editor of the reports would have been better advised had he placed this report in the current Chancery, instead of in the K.B., volume. This, by the way. The case it may be remembered turns upon the construction of a building contract of a somewhat special character. By its terms the work was subject to the control of an architect and payments were to be made thereunder upon his certificate, but the contract also provided that defects which might appear within twelve months from the completion were to be made good by the contractor at his own expense upon the written direction of the architect, unless the architect should certify that he was entitled to be paid therefor. The contract also provided that the architect's certificates for payment were not to be conclusive evidence as to the sufficiency of the work. The architect had given certificates for payment; and to recover the amounts thus certified the action was brought. The architect had not certified as to any defects to be made good by the contractor. The first clause provided that any disputes were to be settled by arbitration, and that the arbitrator should have power to review and revise any certificates given. The defendants set up by way of defence and counterclaim that the work done was defective and not in accordance with the contract. Farwell, J., held that in the absence of any certificate by the architect as to defective work to be made good, his certificates for payment were conclusive. The Court of Appeal, however, held that the arbitration clause destroyed the finality of his certificate, and that the defendants were entitled to set up the defence and counterclaim.

COMPANY — LIMITED LIABILITY — COMPANY TRADING IN FOREIGN COUNTRY — PERSONAL LIABILITY OF SHAREHOLDERS UNDER FOREIGN LAW—CONFLICT OF LAWS.

Ridson Iron and L. Works v. *Furness* (1905) 1 K.B. 304 is a somewhat singular case, in which a question was raised of some importance in company law. The defendant was a shareholder in an English limited company formed for the purpose of carrying on a mining business in the United States. The company acquired and worked mines in California, and, in the course of their business, contracted a debt with the plaintiff company in that State. By the law of California the share-