(the partnership being originally of three, and afterwards by the insolvency and death of one reduced to two), one of the partners, the present appellant, Jean Baptiste Rolland, was made the sole *gérant*—that word is not used in the article—or administrator of the partnership, in these terms :—"All the affairs " and transactions of the partnership shall " be carried on and conducted by the said " partners together, and by common agree- " ment, under the form of Rolland and Com- " pany, by the management of Rolland (one " of them) who alone shall have the agency " and the active administration of the en- " tire affairs of the concern, employing under " his immediate control one or more salaried " persons, as guardians of the place, sellers " and receivers of the wood of the said " partnership. The expenses of the agency " or the commission of the said Rolland " shall be left to the decision of his co- " partners." It was said that they might possibly have exercised that discretion, by not paying him; but it is clear he was meant to have a fair and reasonable commission; and in the course of the arbitration he has had the benefit of that stipulation. That article distinctly made him the agent of his co-partners for the purpose of sole control and sole administration; and as to payment, he was to receive a commission. And, further, the next article shews that the wood which at that time had been bought, and their lordships assume what was afterwards bought also, was deposited upon three closes of land belonging to him. Nothing indeed is expressly said in that article about the payment of rent; but he claimed, and it was agreed on all hands that he was entitled to, rent for the occupation by the partnership of those closes of land belonging to him on which the wood of the partnership was placed. Upon that the only question of law which could arise, as it seems to their lordships, was, not whether the account was to be taken upon the footing expressed in a passage of Mr. Justice Monk's opinion, of a simple agent instead of a partner, but whether it was to be taken on the footing of agency as between himself and his co-partners as well as with reference to his rights as a partner. Taking the question so, their lordships imagine that it would be impossible in any country to construe such words, or to act upon such a provision, except as holding him responsible to his co-partners upon the footing of agency and administration for their benefit; at the same time that beyond all doubt he was entitled to all the rights of partnership. That seems perfectly clear.

Well, the partnership is carried on for some years, and it ends in disputes as to the accounts, and a reference to arbitration, out of which the present question arises. It is not immaterial that by the deed of submission to arbitration, the arbitrators were expressly to act as *amiables compositeurs;* they are characterised by the same words more than once, as "arbitrators and *amiables compositeurs.*" What is the force and meaning of that expression "*amiables compositeurs*" by Canadian Law? We find it in the 1346th Article of the Code of Civil Procedure: "Arbitrators must hear the parties, and their " respective proofs, or establish default " against them, and decide according to the " rules of law, unless they are dispensed " from so doing by the terms of the submis- " sion, or unless they have been appointed as " '*amiables compositeurs.*'" That is to say, if they are *amiables compositeurs*, they are to be exempt at all events from the strictness of the obligations expressed in the previous words: "The arbitrators must hear the "parties, and their respective proofs, or put " them into default, and judge according to " the rules of law." Their lordships would, no doubt, hesitate much before they held that to entitle arbitrators named as *amiables compositeurs* to disregard all law, and to be arbitrary in their dealings with the parties; but the distinction must have some reasonable effect given to it, and the least effect which can reasonably be given to the words is, that they dispense with the strict observance of those rules of law the non-observance of which, as applied to awards, results in no more than irregularity.

Bearing those facts in mind, their lordships must consider what actually took place, and what it is that is complained of. The arbitrators came to a decision after many meetings, and made an award in which they