

charter-party were cancelled. It was admitted that the whole of the cargo of coal could not, even if the stiffening had been supplied, have been discharged by January 31, 1909, the time limited for her to be ready to receive the cargo under the charter-party. The defendants, the charterers, on that day cancelled the charter-party, and the question was whether they were entitled so to do. Lord Alverstone, C.J., who tried the action, decided that they were and dismissed the action with costs; and the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) affirmed his decision; their lordships holding that the provision for the supply of stiffening, *i.e.*, ballast, for keeping the vessel upright, did not exonerate the owners from having the vessel ready to receive the charterers' cargo on 31 January, and that it could not be said to be ready so long as any other cargo was on board.

ARBITRATION — ARBITRATOR — QUALIFICATION — ARBITRATOR NOT
QUALIFIED—PARTY ACTING IN ARBITRATION PROCEEDINGS—
IGNORANCE OF DISQUALIFICATION OF ARBITRATOR—ESTOPPEL.

In *Jungheim v. Foukelmann* (1909) 2 K.B. 948 the plaintiffs brought the action to have it declared that an award made on an arbitration between the plaintiffs and defendant was null and void. The plaintiffs had purchased a quantity of wheat from the defendant subject to a condition that any dispute arising out of the contract should be referred to arbitrators, one to be appointed by each of the parties, and the two arbitrators having power to appoint a third, and it was further provided that the arbitrators should all be principals engaged in the corn trade as merchants, millers, factors or brokers, and also members of one or other of certain specified associations. The contract also provided for an appeal to a committee of appeal elected for the purpose. A dispute having arisen, a resort was had to arbitration, and the parties attended the arbitration, and an award was made in favour of the defendant which was afterwards confirmed by the committee of appeal. Neither of the arbitrators appointed by the parties was in fact a member of any one of the specified associations, but this fact was not known to the plaintiffs until after the award had been confirmed in appeal. The two arbitrators had acted as arbitrators on many occasions under similar contracts containing a similar arbitration clause, and were familiar with the corn trade. In these circumstances the plaintiffs contended that the award was made by persons not