

hands the general powers of managements, subject only to the control of the Company. Therefore he primarily had power to do all the things that he thought fit, including the employment and discharge of servants. In the execution of his duty if any act of his was not approved by the Company it would be open to them, no doubt, to supersive his action, but under the resolutions of February 1913 all initiative is taken away, and he cannot do a single act without the approval in writing of the President, to whom the directors have delegated their powers of control. It is impossible to think that the duties which the respondent would be called upon to discharge under a contract containing such provisions bore any close relationship to those specified in the contract under which he entered into the service of the Company.

Shortly before or after the passing of these resolutions a question arose as to the dismissal by the respondent of two employees of the Company, and if the matter had rested merely on that, and nothing further, there might be something to be said for the appellants' contention that this was a dispute with regard to an act of management over which the Company had control; but associated with that question was the question which the respondent immediately raised as to the position that he occupied by virtue of the resolutions, and on the 4th February, 1913, he writes a letter in which he makes the following statement:—

“ Now I regret to state that I positively refuse to submit to these resolutions of the 3rd February instant, which, in my judgment, cancels (*sic*) in its essential part my engagement of the 14th July, 1909, and substituted in its place a new contract entirely different from the first.”