

acting thereon to their best judgment—as was unquestionably done in this protracted controversy: *In re Enoch and Zaretsky Bock & Co.'s Arbitration*, [1910] 1 K.B. 327, 332.

In brief it may be said as to those society disputes, where the officials deal as best they can with the materials brought before them, it is not enough to say they have reached an erroneous conclusion or that they have upheld an erroneous certificate; it must further appear, to give a foothold to the ordinary courts of law, that the conclusion has been the result of corrupt motives; see *Armitage v. Walker* (1855) 2 K. & J. 211, and *Bache v. Billingham*, [1894] 1 Q.B. 107.

I think that no jurisdiction exists, as to this claim of the plaintiff, to warrant the judgment of the County Court. It should be vacated and the action dismissed without costs.

*Rose*, K.C., for plaintiff. *Heyd*, K.C., for defendants.

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## Province of Manitoba.

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### COURT OF APPEAL.

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Full Court.] LONGMORE v. McARTHUR. [May 18.

*Negligence—Right of action by employee against contractor and sub-contractor—Recovery of judgment a bar to subsequent action.*

Appeal from judgment of MATHERS, C.J.K.B., noted, ante, p. 390, dismissed with costs.

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Full Court.] ARDEN v. MILLS. [June 6.

*Contract—Repudiation before time for performance—Election to treat contract as ended except for the purpose of an action for breach.*

If B. repudiates his agreement to lease property from A. for a term to commence at a future date, A. may treat the contract as at an end except for the purpose of bringing an action for the breach of contract, and he may remain in possession during the whole of the term agreed on and then bring such action. *Johnstone v. Milling*, 16 Q.B.D., per Lord Esher, at p. 467, followed. *McKerchar*, for plaintiff. *Sullivan*, for defendant.