

demand at or prior to the date of his entry." I do not think the Lord Ordinary has observed that the obligation to enter was not prestable under the feu-contract until three months after the date of the contract, and therefore, that as the vassal's implied entry took effect as at the date of the sasine following on the contract, the superior could not have demanded a casualty at the date of the implied entry, which would have been three months earlier than he could have demanded it under the old law.

LORD M'LAREN was absent.

The Court adhered.

Counsel for the Pursuer—Asher, Q.C.—Murray. Agents—Scott & Glover, W.S.

Counsel for the Defender—D.F. Balfour, Q.C.—R. V. Campbell. Agents—Wylie & Robertson, S.S.C.

## HOUSE OF LORDS.

Friday, March 7.

(Before the Lord Chancellor (Halsbury), and Lords Watson, Brainwell, Herschell and Morris.)

TANCRED, ARROL, & COMPANY v.  
THE STEEL COMPANY OF SCOTLAND.

(*Ante*, vol. xxv. p. 178, and 15 R. 215.)

*Arbitration—Reference to Arbitrator Unnamed—Reference to Person Holding Office for Time Being—Delectus Personæ.*

The arbitration clause in a contract for the construction of a bridge provided that any question that might arise as to the meaning and intent of the contract should be settled, in the case of difference, by the engineer for the time being of one of the parties.

*Held* (*aff.* the judgment of the First Division) that the reference was invalid, there being no appointment of a referee inferring a *delectus personæ* on the part of the contracting parties.

*Custom—Usage of Trade—Contract—Proof Inadmissible where Language not Technical.*

A contract was entered into by which manufacturers of steel offered to supply the contractors, who were constructing a bridge, with "the whole of the steel required by" them for the bridge at prices which were stated and subject to certain terms and conditions, *inter alia*, "The estimated quantity of the steel we understand to be 30,000 tons more or less." The offer was accepted by the contractors, who repeated this estimate in their letter of acceptance. In an action at the instance of the manufacturers to compel the contractors to take from the pursuers the whole of the steel required for the con-

struction of the bridge, the defenders averred that by the custom and practice of the iron and steel trade the contract was to be regarded only as a contract for the estimated quantity with a certain margin for variation.

*Held* (*aff.* the judgment of the First Division) that evidence of the alleged custom or usage of trade was inadmissible, as the words of the contract were unambiguous.

This case is reported *ante*, vol. xxv. p. 178, and 15 R. 215.

The defenders appealed.

The respondents were not called upon.

At delivering judgment—

LORD CHANCELLOR—My Lords, when once the questions sought to be raised by this appeal were sufficiently clearly before your Lordships, I do not believe that any of your Lordships entertained any doubt that this judgment must be affirmed.

The first question raised was as to the competency of the Courts to entertain this action at all, upon the ground that the parties had themselves selected their tribunal, and that it was not competent to the Courts to entertain the question which had been debated between them. That depended upon a question of Scottish law with reference to arbitration. My Lords, I doubt whether anything is gained in the elucidation of that question by considering the differences that may exist between the Scottish and English laws upon the subject of arbitration. This was a Scottish contract, and this litigation must be determined by the law of Scotland, and certainly for ninety-one years it has been recognised as part of the law of Scotland, constantly acted upon and recognised and affirmed in this House, that in order to have the effect which the appellants insist upon in this case the parties to an agreement for an arbitration must have selected an individual person. The question which first arises here is whether within that rule the parties have agreed upon a particular person. I do not understand the rule in Scotland to make any point as to the mode in which that person should be described. If an existing dispute was referred to a person not described by his Christian name and surname, but described by the name of his office, I do not understand that there is any decision of the Courts in Scotland which would not make that an effectual agreement so as to bar the Courts from exercising jurisdiction when pleaded by one of the parties as against the right of the other to appeal to those Courts. Feeling of course the pressure of the observation that arises upon that, the Attorney General sought to establish here that the engineer for the time being was Sir John Fowler, and that inasmuch as the dispute had arisen during the time that Sir John Fowler was the engineer, therefore each of the elements which he impliedly admitted were necessary in order to constitute an effectual bar in the Scottish Courts was established by those circumstances. But the fallacy of

that argument rests upon this assumption, that you can judge by the fact of how it operates afterwards what was the meaning of the agreement at the time when the parties entered into it. One must look at the language of the contract between the parties (because it is the contract between the parties) and see whether at that time and by virtue of the contractual language they have used, they have sufficiently chosen the person who shall be their arbitrator. The moment one applies that test and finds that the contract is referring to any dispute which may arise in future, and that it is agreed that the engineer for the time being of the Forth Bridge shall be the person who shall decide it when that dispute shall afterwards arise, it is too plain for argument that those two conditions render uncertain the person who shall ultimately decide it. The engineer might not have been the engineer the next day—the dispute might not have arisen until long afterwards—and you therefore have a double uncertainty which excludes in this case one of the essentials of a Scottish contract which will bar the ordinary courts of law of their jurisdiction, namely, certainty in the choice of the person whom the parties by their contract have agreed shall be their arbiter and judge.

My Lords, I am scarcely able to follow the observation (which appeared to be the only observation made in reply to this objection) as to the possibility that the person so chosen and agreed upon between the parties might die. How is that relevant to the question? The person is chosen. The certainty between the parties who shall be the person to arbitrate is abundantly clear by their hypothetical agreement. That he may die and may not ultimately decide the question is not the uncertainty which is condemned by the Scottish Courts. The certainty which is insisted upon by the Scottish jurisprudence is that the parties have agreed upon the person; but that he shall actually judge is not the certainty insisted upon, because, as it is said, he may die, or the parties may agree between themselves and no dispute may arise. Therefore it seems to me that the only answer which has been attempted is *nilhil ad rem*—it does not affect what appears to me to be abundantly clear upon the authorities, namely, that here there is an uncertainty as to who is the person to decide, and that is fatal to the contention that a particular person has been by the contract chosen between the parties.

My Lords, the question therefore being open to the Courts, and this being an action upon the non-fulfilment of the contract between the parties, the next question in order of date is, what is the contract between the parties? Now, upon that subject I confess I am a little astonished that it should have occupied your Lordships so long, and I apprehend it would not have done so but for the magnitude of the sum, and, I suppose, the enormous nature of the magnificent work with which it is connected. If it had been a small contract, and if these very same words had been

used, I doubt very much whether it would have been thought necessary to argue at such elaborate length what was really the contract between the parties. Now, the contract between the parties is by offer and acceptance in identical terms, making of course the proper differences between the possessive pronouns. The contract is for the supply on the one hand, and the acceptance on the other, of the whole of the steel required for the Forth Bridge, and the first suggestion which appears to be made is that you can qualify and cut down the word “whole” by looking to the Forth Bridge and seeing that that is a composite structure not entirely composed of steel, and that if you show that there is some part of the Forth Bridge that is not to be supplied by the suppliers of the steel, that lets in every kind of loose evidence as to what the word “whole” signifies. I hope I have not done injustice to the argument, which it is possible I may have done, since (to speak quite candidly) I was not able entirely to comprehend it, and I am not quite certain that I entirely comprehend it now. The words are as plain as the English language can make; they are to “supply the whole of the steel.” Well, that standing by itself (I speak not for the moment as to the attempted evidence by which that word is to be translated; I will deal with that hereafter)—looking at the language of the contract itself—it seems to me to be about as plain as anything can be.

The next suggestion has reference to the words “the estimated quantity of steel we understand to be 30,000 tons more or less.” Now, let us see in the first instance whether those words in their natural and ordinary meaning control, cut down, or in any way affect the language of the first part of the contract—“We hereby offer to supply the whole of the steel required by you for the Forth Bridge, less 12,000 tons.” Suppose we had found there “The estimated quantity of steel we understand to be 30,000 tons more or less.” No answer appears to me to have been given to a question which was more than once propounded to the learned counsel—if that meant 30,000 tons, neither more nor less (apart from the question of “more or less” and the interpretation that might be given to those words), why did not the parties say so? Instead of saying “We hereby offer to supply the whole of the steel required by you for the Forth Bridge,” why did not they say “We offer to supply 30,000 tons, more or less, for the Forth Bridge?” From first to last I heard no answer given to that interrogatory. Then it stands that there is a word here used which is apt and fitting—and no other word that I can suggest is more apt or more fitting—to convey that meaning of the contract that the respondents were to be the suppliers of the whole of the steel required for the Forth Bridge.

Then it is said that the Forth Bridge comprehends a good deal more than this. Now, as to that I find that the first of the “general conditions” is that “the work and material herein described or referred to is to be executed and supplied in strict

accordance with the specification attached to our contract for the construction of the Forth Bridge, and to the entire satisfaction in all respects of the engineer." Now, when I turn to the specification, without going through the different items of the steel (which themselves are not without importance with reference to what part of the Forth Bridge was to be made of steel to be supplied under the terms of this contract), I find that there is a provision which corresponds exactly in point of amount with the estimated quantity of the steel, and although I find that afterwards (it is immaterial to consider in construing the contract what happened afterwards) alterations were made in the design whereby some things were turned into steel which were originally intended to be of iron, still we are construing the language of the contract by the specification that was before the parties, and which is recited as being before the parties at the time when they made their contract. The Court of Session appear to have drawn a very just and natural conclusion from what you find here. When you find these words, "The estimated quantity of steel we understand to be 30,000 tons," and then add the 12,000, you get the 42,000 tons referred to in that provisional specification; and then the Court of Session, I think not unnaturally, say "We look at the contract and the specification which was before these parties, and we find, that although they have used the phrase 'required for the Forth Bridge,' there is a quantity specified as being applicable to this," and I see that accordingly the interlocutor which was ultimately pronounced is that the present respondents are entitled to supply the steel "in so far as such steel is or may be required in the construction of the superstructure of the four main spans," that being what, by a reference to these two instruments, it is perfectly manifest the parties were contracting about at the time when they entered into this contract.

My Lords, the only other observation which I wish to make upon this part of the case is that the language as it appears to me, speaks for itself. It is not language of contract—the parties do not contract anything—it is a statement of what they understand to be the fact. If there had been anything in the nature of contract in this language, these are not apt words to use, "The estimated quantity of steel we understand to be 30,000 tons." It strikes me that both the parties know perfectly well what they were doing, and they used very fitting and proper language in order to express their meaning.

Now, Sir Horace Davey yesterday insisted upon an argument which I am bound to say I was somewhat surprised to hear from his mouth, namely, that these words would have no operation. No contractual operation I agree, but they have a very important operation with reference to some parts of the contract. So little are they parts of the contract itself that the fact there recited as being the state of the knowledge of the parties at the time might, I think, have

been proved if there had been no such statement connected with the contract at all. But then the question might afterwards have arisen, whether the deliveries were reasonably and properly made within the meaning of the contract. If the engineer of the Forth Bridge was complaining that there had not been sufficiently large deliveries monthly to make the proper proportion of deliveries during the four years over which this contract was to be spread, could it be doubted that if that was insisted upon by the engineer of the Forth Bridge, the contractor might prove, even if these words were not here, but had been only stated to him by parole, "there is no definite quantity that I am bound to deliver every month, but you yourself led me to believe that such and such was the quantity, and accordingly I made provision for that, and if you insist upon my making deliveries at a greater rate so that they shall be proportionate to the greater amount which you mean to take, it is not my fault, it is yours—you ought not to have misled me as to the amount which you estimated you would require?" My Lords, I should have thought it would have been impossible to doubt that that was relevant evidence with reference to late delivery, whether that statement was there or not, but its being there renders it certain that that was the state of knowledge and estimate of the parties, and it was convenient for future reference in case any such question should arise.

My Lords, I confess, speaking for myself, that I think that the words "more or less" are the ordinary words which occur in a contract of this sort, and whether they had been there or not, I so far agree with Sir Horace Davey that it was intended to be a mere estimate. I regard the words "more or less" as the ordinary words which one meets with in a contract, where they are equivalent to "about so much," and where the contract is not to be rendered void in respect of either of the parties because either a little more or a little less than the amount contracted for has been supplied. I am rather disposed to agree with Sir Horace Davey that the word "estimated" would probably have had the very same operation if the words "more or less" had not been there.

My Lords, I come therefore without the smallest hesitation or doubt, to the conclusion that these words "the whole of the steel required for the Forth Bridge" are obligatory upon the parties and form a part of the contract, and that the contractor is entitled to insist upon his right to supply the whole of the steel whatever it may be.

Now, the next point insisted upon is that we can cut down and override this contract, and the language in which it is conceived by some sort of custom. My Lords, I certainly have heard a good many experiments of this sort tried, but I think I never heard a bolder one than this. It was only necessary to read the plea and show the suggested evidence, and what it was supposed to establish, to see how absolutely absurd and unworthy of consideration was the

attempt to control the contract by such evidence. My Lords, upon that subject perhaps I do not take quite the same view as is taken by some of my noble and learned friends. I do not mean to say that there has not been some looseness in the application of the rule in some of the English cases, I think there undoubtedly has, and some evidence has been admitted which upon a stricter view of the authorities would, I think, now be rejected, but I think the principle is the same in both countries, you may translate the words of the contract, you cannot vary or alter it. I remember one very remarkable case which was argued by one of my noble and learned friends as to taking away sugar and molasses from Trinidad. There the words "a full and complete cargo" were interpreted with reference to the port of loading, and it was argued that it was customary to send in a ship from that port, not a cargo corresponding to the whole carrying capacity of the ship, which the words primarily mean, but a cargo of sugar and molasses which by the custom of the port of loading was loaded in some constructions or other which took up a good deal of room in the vessel. I think the name of the case was *Cuthbert v. Cumming*. That case seems to me to furnish a good illustration of translating the obligation by the custom of the port in respect of what was undertaken by those words on the part of the person entering into such a contract. But here it is only necessary to say that this case does not come within a measureable distance (to use a phrase which has now become historical) of any of the cases. No possible construction which could be put upon any of the cases would let in such evidence as was sought to be let in here. The argument came to something like this, that persons dealing in this way did not perform the actual contract, but made another contract for themselves. It is something like one of the cases which your Lordships had before you not very long ago with reference to the custom of Liverpool, where it was proved that the custom was that people broke their contracts and then paid damages when they had broken them. That is not a custom which can control or break down any express contractual language of the parties.

My Lords, it only remains to consider—and I will consider it very shortly—a question which here upon the facts all the Judges have agreed does not arise (and I must say that I entirely concur with them), namely, whether there was an acting by either of the parties in such a way as to alter the position of the other party insisting upon one construction of the contract—so altering the position of the parties that one of them may say—"You cannot insist upon the true construction inasmuch as you have altered the position of us, the other party."

My Lords, I must say that I entirely agree with the learned Judges that no such question arises as a matter of fact. In truth, it is only capable of plausible statement as applicable to the rivets, and really the question as to the rivets comes to this—there

was in my view a departure from the contract; but when the parties to that question came to discuss it, instead of insisting upon it, or instead of arguing it out, or altering the position of the other party by insisting upon the construction of the contract, what they did, as a matter of fact, was this—the appellants said, "Well, we are good customers, we shall want more steel than you thought in the first instance, and therefore you had better say nothing about it." That is practically all that occurred with reference to the rivets. Now, can it be said, having regard to that state of facts, that the question which is insisted upon here arises at all? I think I should be paying an undue compliment to that part of the case—a compliment which I am bound to say in justice to Sir Horace Davey he did not himself pay to it—by arguing it further. That question as a matter of fact does not arise.

Therefore it seems to me that on all the grounds insisted upon there is no pretence for saying that the Court of Session did not arrive at the right conclusion, and I therefore move your Lordships that the judgment of the Court below be affirmed, and that this appeal be dismissed with costs.

LORD WATSON—My Lords, I also am of opinion that no cause has been shown for disturbing the judgments of the Court of Session. Indeed, it would be hard to say which of the numerous contentions addressed to us on behalf of the appellants was the most destitute of either substance or plausibility.

In regard to the matter of arbitration I may observe that the expression *delectus persone* which occurs in *Buchanan v. Muirhead* (M. Dict. 14,593) and subsequent cases does not appear to me to have been happily chosen. If it had been open to us to consider what was styled in the argument "the principle" of *delectus persone*, I should have been disposed to hold that the selection of an unknown person whose official or professional position afforded a guarantee of his fitness to discharge the functions of arbiter was as much within the principle as the choice of a known arbiter designated by name. But that is not the question with which your Lordships have to deal. It has been settled by a uniform course of judicial decisions, extending over nearly a century, that according to the law of Scotland an agreement to refer future disputes, if and when they shall arise, to the person who shall then be the holder of a certain office is not binding. In the year 1883 parties were entitled to contract, and, in my opinion, must be held to have contracted, on the footing of the rule thus settled. The reference which the parties have made in this case of any question that may arise as the "meaning and intent of this contract," to the determination of "the engineer of the Forth Bridge Railway Company for the time being" is clearly within the rule, and the respondents had therefore the right to submit their differences, which arose in 1886 or 1887, to the decision of any competent court.

The respondents' offer, which was accepted in terms by the appellants, is "to supply the whole of the steel required by you for the Forth Bridge, less 12,000 tons of plates." One of the general conditions of the offer is—"The estimated quantity of steel we understand to be 30,000 tons, more or less." It has been found by the Court below, and is not now disputed, that the term "Forth Bridge" as used in the contract signifies the superstructure of the four main spans, but that finding cannot in any way affect the question raised by the argument of the appellants, who contend that according to its true construction the contract is one either for 30,000 tons of steel or for a quantity about 30,000 tons.

I find it difficult to deal seriously with such an argument, because it appears to me that for the purpose of imposing an express obligation upon the respondents to supply, and upon the appellants to receive and pay for, all the steel required for the superstructure of these four spans, more appropriate words could not be found than those which occur in the contract. Except by denying all effect to the plain language of the obligatory clause, it is simply impossible to treat the estimate of quantity as being other than a statement of what would probably be required if the engineers of the Forth Bridge did not alter their specification of materials during the progress of the works.

After what has been already said by the Lord Chancellor, I think it unnecessary for me to refer either to the appellants' proposal to lead evidence of custom in contradiction of the express terms of the contract, or to the suggestion that the claims of the respondents have been barred by their actings.

LORD BRAMWELL—My Lords, I concur, and I agree entirely with my noble and learned friend opposite who has just expressed his opinion. I must say that I think it is a very strange thing that this case ever appeared in your Lordships' House. As a matter of reasoning I confess that I do not understand the decision, or rather I ought to say the law—because the decision follows the law—upon what I may call the question of *delectus personæ*, inasmuch as it seems to me that Sir John Fowler was identified, and consequently was properly appointed within the rule for arbitrating upon such disputes as might arise during his holding of the office of engineer of the company. But then he might cease to be engineer; very well, then he would not be the person appointed as arbitrator for disputes after he had ceased to be engineer. But why was he not sufficiently appointed for such as did arise while he was engineer? I confess that as a matter of reasoning I cannot understand it. It is true he might cease to be engineer, and then he would not be the person appointed for arbitrating in all disputes. But in the same way he might die. However, my noble and learned friend opposite (Lord Watson) says, and the Judges in the Court below have said, that the law is so, and therefore one may take it upon the sort of

argument which was used when none other could be found, and say, according to the Norman French maxim, "C'est un ancien positive ley del Corone," independently of all reasoning upon the matter. I therefore concur with the opinions which have been expressed upon that subject.

Then as to the question whether the contract is in any way qualified or affected by the statement that the estimated quantity which would be required was 30,000 tons, it really does seem to me perfectly idle; because suppose the contract had run thus, "The estimated quantity of steel which will be required is 30,000 tons, but we will supply all that you require," can any human being say that there would have been in that case a doubt about it? And is there any difference because the words, instead of being in the collocation which I have mentioned, are in a different one? I think the case is too plain.

As to the other questions, I do not think it necessary to say anything in addition to what has been said already.

LORD HERSCHELL—My Lords, I am entirely of the same opinion, and I only think it necessary to say a word upon the first point. I understand it to be settled Scottish law that a provision in a contract that future disputes shall be referred to a person designated only by his filling a particular office or position does not oust the jurisdiction of the Court, or rather it would be more accurate to say, does not bar the right of either party to resort to the Court in case disputes should arise upon the contract. I think that that doctrine having been laid down so long ago, whether it rests upon any sound basis or not, it would be most improper to depart from it now, because one would be really altering the contract between the parties, for one has a right to suppose that they have entered into it upon the basis of that which for nearly a century has been understood to be the law.

LORD MORRIS—My Lords, three questions mainly arise in this case—First, whether the pursuers are excluded from recourse to the courts of law in Scotland by reason of the clause as to arbitration at the end of the conditions attached to and which form part of the contract? Secondly, what is the legal construction of the contract? Third, are the rights of the parties under the contract to be varied by any actings of the parties?

Upon the first question it appears to be settled by a series of decisions in Scotland, commencing with the case of *Buchanan v. Muirhead* in 1799, that a reference of possible or contingent questions contained beforehand in a contract to a person unnamed, or to an individual or individuals filling an official position, does not oust the jurisdiction of the courts of law, and is no bar to the pursuer resorting thereto in the first instance. This state of the law of Scotland seems so settled that in my opinion parties contracting must be assumed to have contracted with reference to it, and that if we were now to hold such a condition

of arbitration as the present to be obligatory on the parties to pursue it alone and not resort to the courts of law, that would be introducing a condition into the contract which the parties themselves did not introduce.

My Lords, in my opinion it is not now competent for us to consider whether the principle upon which this series of authorities is based was sound or not, and whether there is any real distinction between the choice of an arbitrator expressly named, and the choice of an arbitrator described by the office he held at the time of the contract, or would subsequently hold.

On the second and main question the pursuers rely on the plain words of the contract, which are—"We hereby offer to supply the whole of the steel required by you for the Forth Bridge less 12,000 tons, subject to the terms and conditions," &c. *Prima facie*, that clearly states that the pursuers agreed to sell, and the defenders agreed to buy, all steel required for the Forth Bridge less 12,000 tons which had been previously contracted for. If the contract stood so, it would embrace every bit of steel used in the construction of the Forth Bridge, but on looking to the conditions subject to which the statement of contract is made, the first condition is that the material is to be supplied in strict accordance with the specification attached to the contract entered into by the defenders for the construction of the Forth Bridge, and on referring to the specification, clause 54 says the contract sum agreed upon was based upon the assumption that the superstructure will include 42,000 tons of steel work in the main spans, that is, 30,000 plus the 12,000 contracted for previously to the contract now in contention being entered into.

My Lords, in my opinion, the Court of Session rightly decided that the general words "the whole of the steel required for the Forth Bridge" should be construed to mean "the whole of the steel which is required according to the specification of the principal contract for the construction of the bridge, less of course the 12,000 tons." That would leave the legal obligation between the parties to be that the pursuers should supply and the defenders should receive the whole quantity of steel required for the superstructure of the four main spans, because that is the only requirement of steel for the construction of the Forth Bridge by the principal contract itself. The defenders, however, are not satisfied by this limitation of the contract made by the Court of Session to the requirements of the superstructure of the four main spans, for they contend that the words "the estimated quantity of steel we understand to be 30,000 tons more or less" control the previous part of the contract which in terms says the "whole of the steel required." In fact the defenders say that the contract is one expressly for 30,000 tons subject to some slight accretion or diminution under the words "more or less." My Lords, I cannot yield to such a contention. I have heard

no answer given to the question why, if such was the contract as alleged by the defenders it was not a contract simply for 30,000 tons of steel. Again, my Lords, suppose the quantity of steel required for the superstructure of the four main spans instead of exceeding the estimate of 42,000 tons by 9000 tons, had been 9000 tons less than the estimate, the defenders are driven to argue that they would have been bound to take delivery of 9000 tons of steel for work which had been completed. Again, this clause is not contained at all in the principal part of the contract, it is in collocation only connected with the clause as to times of delivery. It is in my opinion merely an understanding that 30,000 tons would be the probable amount that would be required for the purposes of the contract plus the 12,000 tons, an understanding arrived at not by any contemplated bargain for such an amount absolutely, but by reason of that being the amount that was stated in clause 54 of the specification.

On the third question, my Lords, when the circumstances, are looked into it appears that there has been no acting of the pursuers contrary to the construction given to the contract by the Court of Session except in respect of a certain number of tons of steel rivets which were got by the defenders from the makers and not from the pursuers. But on this point there is conflicting evidence as to whether it was, as contended by the defenders, an order acquiesced in by the pursuers as being outside the contract, or, as the pursuers allege, a matter they objected to at the time as in breach of the contract though they did not wish to fall out about so small a matter. In either aspect it appears to me that it cannot be held to vary the rights of the parties under the contract.

I therefore agree in thinking that the judgment of the Court of Session should be affirmed.

The House affirmed the decision of the Court of Session, and dismissed the appeal with costs.

Counsel for the Appellants—Sir R. Webster, A.-G.—Sir Horace Davey, Q.C.—D.-F. Balfour, Q.C. Agents—Martin & Leslie, for Millar, Robson, & Innes, S.S.C.

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