

But is the former contention well-founded?

We may disregard the cases of referring back to arbitration, of which *Re Grand Trunk R.W. Co. and Petrie*, 2 O.L.R. 284, is an example; and also those of setting aside an award altogether. Here the statute gives an appeal, not merely an application to the Court to remit for consideration. In such an appeal, the Court is not "to disregard the judgment of the arbitrators and the reasoning in support of it:" *Atlantic and North West R.W. Co. v. Wood*, [1895] A.C. 257, at p. 263; that is, not only the award itself is to be considered, but also the basis of it. An examination of the arbitrators was used and effectively used in *Re Montreal and Ottawa R.W. Co. and Ogilvie*, supra; and affidavits in *Re Cavanagh and Canada Atlantic R.W. Co.*, 14 O.L.R. 523. These cases should be followed as to the admissibility of the evidence, if taken.

And where, as in the present case, there is a very large sum awarded, and no reasons whatever are supplied, it seems to me that the Court in appeal must be most materially benefitted by the arbitrator stating the grounds of the award.

We give no decision as to whether the arbitrator can be compelled to make such disclosures, as we are informed that he is willing to do so—nor as to the extent to which the examination should go. Probably all parties will agree that, as the "reasoning in support" of an award is to be considered, the result of the examination will be much the same as though the arbitrator was a trial Judge giving formal reasons for judgment. Indeed, procuring the basis of an award is much the same as a Judge, upon an appeal from the Master's report, asking the Master for his reasons, or the Divisional Court "seeing the trial Judge."

Nor do we decide as to the power of the Chief Commissioner to make the order for arbitration or limiting or giving appeal, as we proceed upon the hypothesis that the forum of appeal is agreed to by the parties.

Costs of motion and of examination to be in the appeal.

FALCONBRIDGE, C.J.:—I concur.

LATCHFORD, J.:—I agree that the arbitrator may be examined. It is unnecessary here to express an opinion as to the limitations proper to be observed in his examination. They are pointed out in *Duke of Buccleuch v. Metropolitan Board of*