

Mulock, C.J., Ex., Clute, J., Anglin, J.]

[April 2.

IN RE VILLAGE OF BEAMSVILLE v. FIELD-MARSHALL.

Municipalities—Waterworks—Arbitration—Including matters not under Act—Appeal.

Certain parties having commenced proceedings under the Municipal Act and Waterworks Act and appointed arbitrators in respect to certain lands taken by the municipality in connection with their waterworks system, afterwards entered into an agreement under seal defining the scope of the arbitration, and included a claim for breach of contract and other matters not within the said Acts. They did not provide in this agreement for an appeal under s. 14 of the Arbitration Act, R.S.O. 1897, c. 62. The arbitrators in their award, awarded one sum both for the claim "under the Acts and in respect to all matters referred in the said submission."

Held, affirming the judgment of TEETZEL, J., that as the matters not under the Municipal Act and Waterworks Act could not be distinguished in the amount found from the questions referred under the Acts, the award being one and indivisible in its present form, and as the agreement come to by the parties defining the scope of the arbitration did not provide for an appeal under the Arbitration Act, no appeal on the merits lay, or was possible.

Lynch-Staunton, K.C., and *A. W. Marquis*, for municipality, appellants. *Armour*, K.C., for Field-Marshal.

Meredith, C.J.C.P., Teetzel, J., Clute, J.]

[April 19.

REX v. WOOLLATT.

Municipal law—By-law for sale of goods within limits.

Held, that the provision in s. 580, sub-s. 9, of the Con. Mun. Act, 3 Edw. VII. c. 19, whereby municipalities are empowered to pass by-laws "for regulating, measuring or weighing (as the case may be) of lime, shingles, laths, cord-wood, coal, and other fuel," must be read as limited to such articles as are marketed or exposed for sale within the limits of the municipality. It cannot have been intended by the Legislature that where such arti-