

THE  
ONTARIO WEEKLY REPORTER

(TO AND INCLUDING JANUARY 14TH, 1905.)

VOL. V. TORONTO, JANUARY 19, 1905.

No. 2

TEETZEL, J.

JANUARY 9TH, 1905.

WEEKLY COURT.

RE POWELL AND LAKE SUPERIOR POWER CO.

*Arbitration and Award—Misconduct of Arbitrator—Refusal to State Case — Reasonable Application — Proceeding to Execute Award notwithstanding Motion for Special Case— Remitting Award back — Non-compliance with Previous Order.*

Motion by the company to set aside an award, upon the following grounds:—

(1) Misconduct on the part of the arbitrator in refusing on 15th July, 1904, upon a special application made to him, to state a special case for the opinion of the Court upon certain questions of law, and in proceeding with the reference after the service upon him of a notice of motion to the Court for an order calling upon him to state a case, and pending the motion making his further or amended award.

(2) Excess of authority on the part of the arbitrator in that by his award he vested in the company the chattels referred to and included in a document dated 5th January, 1901, as the owners thereof, and in presuming to control the ownership by vesting it in either party to the submission.

(3) Uncertainty in the award declaring that the company were the mortgagees under the said document, and were at the same time the owners of the property, and in not determining or stating why and in what manner the company became the owners of the property, or why and in what manner or for what reason the arbitrator assumed to vest the property in the company.

W. M. Douglas, K.C., for the company.

G. H. Watson, K.C., for Powell and Mitchell.

TEETZEL, J.—The agreement of reference provides that the arbitration shall be conducted under the provisions of