

are to be filed with the records of the Court: sec. 203; that is, the High Court, in Ontario: sec. 2 (7). Section 220 provides that any preceeding relating to the ascertainment or payment of compensation, etc., shall, if commenced in a superior Court having jurisdiction, be continued therein.

These provisions recognise the supervisory and directory powers of the provincial Courts, and are also a recognition that the existing law and practice of the province as to setting aside awards is not interfered with. The argument *a silentio* is very strong, that there is no interference with the existing law and practice of the province as to enforcing awards.

The absence of any provision for enforcing the award in the Dominion statute leaves it open to refer to provincial legislation.

The Arbitration Act, now found in 9 Edw. VII. ch. 35, declares (sec. 4) that this Act shall apply to every arbitration under any Act passed before or after the commencement of the Act, as if the arbitration were pursuant to a submission, except so far as this Act is inconsistent with the Act regulating the arbitration or with any Rules or procedure authorised or recognised by that Act. And sec. 14 provides that an award may, by leave of a Court or a Judge, be enforced in the same manner as a judgment or order to the same effect.

The former practice in Equity was that, by making the submission a rule of Court, the Court became possessed of the matter, and thereafter an order to pay, to be followed by execution, would be granted whenever an action at law would lie upon the award: *Armstrong v. Cayley*, 2 Ch. Ch. 163. This formality is now dispensed with—by the very appeal to the Court it is seised of the whole matter, and that same Court may well act summarily in enforcing the final award which has been declared as against all objections on the appeal. This term of the decision now under appeal is to be affirmed as a most convenient and satisfactory practice.

The result is, that the order of the Chief Justice of the Common Pleas is affirmed on all points, with costs to be paid by the railway company.

LATCHFORD, J., concurred.

MIDDLETON, J., also concurred, for reasons stated in writing.