

SUTHERLAND, J.

DECEMBER 12TH, 1919.

RE WELLS & GRAY LIMITED AND WINDSOR BOARD OF
EDUCATION.

Arbitration and Award—Motion for Order for Enforcement of Award Valid on its Face—Written Reasons of one of three Arbitrators, whether Forming Part of Award—Extension of Time for Moving to Set aside Award—Stay of Execution upon Order for Enforcement.

Motion by the company, contractors* for the erection of a school building, for leave to enforce an award of arbitrators in the same manner as a judgment or order of the Court; and cross-motion by the Board of Education of the City of Windsor to extend the time for moving to set aside the award.

The motions were heard in the Weekly Court, Toronto.
Strachan Johnston, K.C., for the contractors.
J. H. Rodd, for the School Board.

SUTHERLAND, J., in a written judgment, said that there were three arbitrators; an award in writing, dated the 26th May, 1919, was signed by the arbitrators Stanworth and Holman, the third, Fleming, named by the School Board, not joining. The award was for the payment of \$8,000 by the Board to the contractors. A question was raised as to whether the time for making the award had been duly extended by the arbitrators; and there was also a question whether the written reasons of the arbitrator Stanworth were to be regarded as part of the award, or could be looked at; and it was argued that these reasons disclosed that the award was made on a wrong principle.

The learned Judge said that the award was valid upon its face, and that he could not, upon the material before him, definitely determine that the reasons formed part of the award, or could be looked to in considering its validity. Upon a motion to set aside the award, the question of its validity might properly be gone into, and the real facts determined.

An order should now be made for the enforcement of the award, but proceedings thereunder, by way of execution or otherwise, should be stayed, and the time for moving to set aside the award should be extended. The costs of these motions should be left to be disposed of upon the hearing of the motion to set aside the award.