

but only when shewn to reduce the actual value of the land affected. As presented to the arbitrators, they represented only separate and distinct matters of inconvenience to the owner. The proper way of regarding them is pointed out in *Idaho and W. Railroad Co. v. Coey*, 131 Pac. Repr. 810, where it is said that the inconvenience of transporting the crop from the part of the land separated from the buildings, the inconvenience of transferring machinery and farm implements and the like from one part of the premises to another, the inconvenience in farming and cultivating the land occasioned by the construction of the railroad, in so far as these elements entered into any depreciation of the market value of the land not taken, may properly be considered in estimating the damages.

This is further enforced by the direction in that case that "in estimating the damage to the land not taken it was proper to consider the entire tract of land as one farm, and to determine the damages upon the basis of how the construction of the railroad would affect the whole body of land as one farm. In other words, the jury should consider two farms, one without any railroad across it, as it now exists, and the other with a railroad across it, as it will exist when respondent's line is built and in operation. This is the rule where, as here, the whole farm is in one continuous tract and is used and farmed as one body of land."

In this case the Court has to consider all the evidence which has come before the arbitrators in order to ascertain if the amount allowed is just. The Court cannot, it seems to me, deal merely with the evidence which appears to have impressed the arbitrators if there is other evidence upon which the award can be properly supported. In other words, I think this Court is entitled and bound to come to its own conclusion upon all the evidence, and is also entitled to disregard the reasoning of the arbitrators if it does not agree with it, or to adopt it if it so desires, or to support the award on any ground sufficient in law, whether or not that ground is relied on by the arbitrators, provided that the Court pays due regard to the award and findings and reviews them as it would that of a subordinate Court. See *Atlantic and North-West R.W. Co. v. Wood*, [1895] A.C. 257; *James Bay R.W. Co. v. Armstrong*, [1909] A.C. 624.

The majority award of \$3,328 is based upon exact figures—\$151.85 estimated annual loss; "capitalised at five per cent. \$3,037"—which total, added to the value of the 2.16 acres taken, \$216, and the cost of a bridge across the watercourse south of