deduct from the value, but in my judgment it does not make them the absolute judges of any questions *of law* necessary to be decided, before determining whether any and what amount is to be deducted. There is not, and never was, any rule of law restraining the Court of Queen's Bench from correcting a mistake *in law* of an inferior Court; it is a part of its inherent jurisdiction to do so. In *Regina* v. *Bolton*, 14 Jur., 432, Coleridge says: "Now there can be no doubt that when the Court of Quarter Sessions acts "under a mistake of *the law*, in coming to a conclusion upon certain facts brought "before them, this court will direct a mandamus to issue, but when the sessions, having "had the facts before them, exercise their judgment upon them, and decide a question "arising out of these facts, it is otherwise." Where ordinary Arbitrators make a mistake in law, the Courts generally refuse to correct it, but this is because the parties, having chosen to withdraw their dispute from the Court, and appointed their own judges, they must submit to the consequences of their miscarriage. *Fuller* v. *Fenwick*, 3 C. B., is a strong instance of this. But these Commissioners are not ordinary Arbitrators, or anything like them. None of them, as in ordinary Arbitrators, are *voluntarily* appointed by the Defendant; one is *nominally* appointed by the proprietor; but he only appoints "least a worse thing come unto him." This distinction is pointed out by Mr. Hodges, in his book on Railways, 325, he says: "The reason why awards cannot be impeached "for errors in fact or errors *in law*, not apparent on the face of the award, seems to be "founded on the principle that the Arbitrators are judges of the *parties' own choosing*. "A distinction on this point seems, however, to exist in the case of awards made under "the Consolidation Acts, because, as we have seen, if either of the Arbitrators refuse to "concur in the appointment of an umpire, the Board of Trade are empowered to appoint "him without any previous communication with any of the contending parties." Under this Act the Governor-General appoints the umpire, without any communication with either of the parties. I would remark, that in the preceding observations I have excluded the effect of the restraining clauses, reserving the discussion of that until I consider how the case is to be disposed of.

Quit Rents.

But there is another and distinct point made by Mr. Hodgson as to the quit rents, which I have not noticed. He contends that the quit rents are a charge on the land, and therefore, unless the Commissioners give an express decision, finding that none are due, or that they have been taken into account in awarding compensation, the proprietor might be sued for them, and therefore the proprietor was entitled to have this fact found. The Counsel for the Government contend that this rent is merely a charge on the land, and that no action will lie against the proprietor. By the Island Act, 14th Vict. c. 3, in consideration of the Island Government undertaking to pay the civil list, the quit rents were, amongst other things made over by the Imperial Government to the Government of this Island; before this period there had been a correspondence with the Imperial Government respecting them, but there is nothing before the Court to show what the correspondence was; but at the end of sub-section (e) of the 48th section, the last question the Commissioners are to consider is "the quit rents reserved in the original grants and "how far payment of the same have been remitted by the Crown." This is a Legislative declaration that there is a question whether the quit rents are due or not; these two facts, therefore, are all that is before us,—first, that the quit rents, if due, belong to the Government of this Island; secondly, that there is a question existing whether they have been waived or remitted by the Crown or not. That the quit rents and arrears are a charge on the land there is no doubt, but although they are only a charge on the land, yet the proprietor may be indirectly liable; for if there be a tenant or purchaser, with whom he has covenanted for quiet enjoyment or against incumbrances, either could maintain an action against the proprietor. The tenant, if distrained on, or the purchaser for that, or because the land being liable to this rent, was not free from incumbrance. The case of *Hamond* v. *Hill*, 1 Coyn, Rep. 180, is so very applicable to this point that I have extracted it:—

"This was an action of debt upon a bond, where the condition was, that the defen- "dant should keep harmless the plaintiff from all jointures, decrees, annuities, damages, "claims, and all other incumbrances, and should perform the covenant in the indenture "dated the 2nd of May, 1702,—whereby the defendant conveyed to the plaintiff and his "heirs a messuage and lands, called Little Brusby, in the County of Sussex, and by the "same deed the defendant covenanted, *that the plaintiff should have, use, possess, and "enjoy, the premises aforesaid quietly and peaceably without any impediment from the "defendant, his heirs or assigns, or* any other person, and that clearly *acquitted and*