Crooks, Q. C., in the absence of the counsel for the Township, supported the rule. Where there is a mistake on the face of the award the court may grant relief: Russell on awards 67; *Hogge* v. *Burgess*, 3 H. & N. 293. *Nichols* v. *Chalie*, 14 Ves. 265. So also when the arbitrators admit they have made a mistake in law or of fact. They have done so in this case by the statements which they have made in writing, giving the grounds of, and reasons for their award, which show they have not conformed to the directions of the statute by determining the matter submitted to them in such manner as "may be just." They say if they had possessed the power they would have thought it just to relieve Wroxeter from all liability for the Wellington, Grey & Bruce Railway debt, because the railway had not only not benefited the village, but had been an injury to it. All that is desired is that the arbitrators shall not bind themselves by so narrow a rule as they have thought they were obliged to conform to. The case of *In re Dare Valley Railway Co.*, L. R. 6 Eq. 429, is very applicable here.

Robinson, Q. C., showed cause to the rule. The village of Wroxeter has no right to be exempted from any part of the debts of the township incurred before the separation. The general debt must be assumed to have been for the general benefit of the whole township. Wroxeter has suffered no more by the debts than any other portion of the township. It is not just, therefore, that the village should be relieved as it now claims to be. But however that may be, more cannot be said by the village than that the arbitrators have made a mistake, either in fact or in law, in making their award, and it is well settled that in any such case the Courts will not interfere with the jurisdiction which has been exercised: *Dinn* v. *Blake*, L. R. 10 C. P. 388. In the case cited on the other side the arbitrator had exercised his powers: (Robinson & Joseph's Dig. Tit. Arbitration and Award, p. 161; Russell on Awards, 294, 295;) *Holgate* v. *Villeck*, 7 H. & N., 418. (This last case explains *Hogge* v. *Burgess*, 3 H. & N. 293, cited on the other side); *In re County of Middlesex* v. *Town of London*, 14 U.C. Q.B. 334; *County of Wellington* v. *Township of Wilmot*, 17 U.C. Q.B. 71; *In re United Counties of Northumberland and Durham* v. *Town of Cobourg*, 20 U.C. Q.B. 283.

Jones, for the village of Wroxeter, contended there should be no difference between a case of arbitrators deciding upon what they had no jurisdiction to deal with, and of their not fulfilling the powers they were entrusted with.

Crooks, at a later day, referred to the Municipal Act, 1873, sec. 295, showing that the Courts are not so strictly bound in dealing with awards made under that Act as they are in dealing with awards in general.

Wilson, J. The general rule is that the Court will not look at anything for the purpose of reviewing the decision of the arbitrator upon the matter referred to him, except at what appears on the face of the award, or in some paper so connected with the award as to form a part of it, and a letter subsequently writen by the arbitrator forms no part of the award: *Holgate* v. *Vutrich*, 17 H. & N. 418. But if the arbitrator himself admit he has made a mistake in the legal principle on which his award is based, the Court will interfere: *Dinn* v. *Blake*, L. R. 10 C. P. 388.

If I had to determine this application upon the general law I think I could not interfere, for there is nothing wrong either of fact or of law on the face of the award. And although the arbitrators have stated by a writing the grounds of their decision—and have shown that they would have decided differently in some respects if they had been at liberty to do so—yet that writing, not being contemporaneous with nor forming any part of the award, could not be looked at nor considered. And even if it could, the arbitrators do not admit they have made any mistake, but on the contrary maintain they have well and rightly decided according to their view of the law.

But I have to deal with this award under the special provisions of the Municipal Act to which Mr. Crooks has directed my attention, and which were not present to my mind on the argument, and they were not then referred to on either side, but I should of course have referred to the special source of power under which the award was made and by which it had to be judged before giving my final opinion. I have had occasion to deal with these enactments at different times, as they have been for very long an important part of the municipal law.

The 295th section declares that every award under the Act shall be in writing and shall be under the hands of all or of two of the arbitrators, and shall be subject to the jurisdiction of any of the Superior Courts of law and equity, as if made on a submission by bond containing an agreement for making the submission a rule or order of such court, and in the cases provided for in the 293rd section (and this case is