

Application by the trustees of the Irwin estate by way of appeal from the award or valuation of three arbitrators. It was objected to that what was appealed from was not an award in an arbitration but a valuation under a clause in a lease and that therefore an appeal lay.

W. N. Ferguson, for appellants.

N. W. Rowell, K.C., and Geo. Kerr, K.C., for Campbell.

HON. MR. JUSTICE MIDDLETON:—Sir Glenholme Falconbridge has construed a precisely similar lease, in *Re Irwin, Hawken and Ramsay, supra*, and holds that it contemplates a valuation, not an arbitration.

It is my duty to follow his decision; so I express no independent view.

The application is, therefore, dismissed with costs.

---

HON. MR. JUSTICE BRITTON.

JULY 16TH, 1913.

RAINY RIVER NAVIGATION CO. v. ONTARIO AND  
MINNESOTA POWER CO.

4 O. W. N. 1591.

*Waters and Watercourses—Obstruction of Flow—Injury to Navigation—Damages to Navigation Company—Quantum of.*

BRITTON, J., found in plaintiff's favour in an action for damages sustained by the alleged obstruction by defendants of the flow of the Rainy River, causing injury to navigation, and awarded plaintiffs \$540 damages and costs.

Action for damages for alleged obstruction of the flow of the Rainy River, caused by the defendants' power dam, which rendered the said river less suitable for navigation by plaintiffs' boats.

I. F. Hellmuth, K.C., and Bartlett (Windsor), for the plaintiffs.

Glyn Osler, for the defendants.

HON. MR. JUSTICE BRITTON:—The plaintiff company is the owner of certain steamboats and vessels used in navigating Rainy River and the Lake of the Woods. The head office was at Kenora, and the company had made arrangements