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ACCOUNTING—See Partnership 2.

AGENCY—See Principal and Agent.

ANIMALS.

KILLING TRESPASSING DOG—The fact that a dog wanders from a highway upon uninclosed land, and is about to destroy growing plants there, does not justify killing him, although the land-owner may have been subjected also to repeated annoyances of the same sort from other dogs. *Tenhopen v. Walker*, Mich., 55 N. W. Rep. 657.

ARBITRATION.

ARBITRATION—CONTRACT—CLAUSE OF REFERENCE.

A firm of contractors offered to construct certain waterworks in terms of a specification issued by the police commissioners of a burgh, which provided that the contractor would get possession of ground "immediately after acceptance of tender," and that he must enter into a formal contract. The tender was accepted on 11th September, 1889, and a formal contract was thereafter executed between the parties, which, while declaring that the specification was incorporated therewith, provided that the commissioners reserved right "to appoint the time when the second parties may enter on the lands and proceed with the works." The contract further provided that in the event of any dispute arising between the parties "in relation to the execution, construction, or completion of the said whole works contracted for, or any of

them, or any part or portion thereof, or as to the quality or quantity of the work or the materials thereof, or as to the settling of accounts, or as to any points or matter whatever in regard to the works, or as to the contract, or the true intent, meaning, or effect thereof, or of the plans, drawings, specification, or conditions," the same should be referred to the decision of an arbiter named.

The contractors did not get entry to any part of the lands until June 1890, and they subsequently claimed damages from the commissioners on the ground that the latter were bound to have given them entry on acceptance of their tender, or shortly thereafter, and that they had failed to give timeous entry in terms of the contract. They maintained that the question whether timeous entry had been given should be referred to the arbiter.

Held, that that question did not fall to be referred to the arbiter, in respect (1) that the clause of reference did not give the arbiter power to assess damages, and that it only gave him power to determine the meaning of the contract, where such power was necessary to enable him to decide points of dispute specially referred to him by that clause; and (2) that the pursuers had not made any relevant statement of a dispute as to the meaning of the contract—*diss.* the Lord President, who *held* that a question was raised as to the meaning of the contract, and that it fell to the arbiter to decide it. *G. Mackay & Son v. Police Commissioners of Leven*, 30 Scot. Law. Rep. 919.

ASSAULT—See Crim. Law S.