

ARBITRATION—AWARD—EXPROPRIATION OF LANDS BY RAILWAY—FINALITY OF AWARD.

Caledonian Ry. Co. v. Turcan (1898) A. C. 256, is a decision of the House of Lords in a Scotch case. The appellants gave notice to treat for certain lands required for their railway,—a question arose whether the part they wished to take could be severed from the rest of the parcel without material detriment. This question was submitted to arbitration pursuant to statutory provisions in that behalf: before the arbitrator the railway company offered to allow access to the remainder of the respondent's property, under a bridge to be erected over the portion proposed to be taken by them. The arbitrator found that the portion proposed to be taken could not be severed without detriment to the remainder, and awarded compensation upon the assumption that the railway was bound to take the whole premises. The action was brought to recover the compensation awarded, and the railway set up that the arbitrator had erred in rejecting their offer of access: but the House of Lords affirmed the decision of the Scotch Court of Session, holding that whether the arbitrator had erred or not was immaterial, as, until set aside by proper process, his award was final and conclusive on both parties, and could not be reviewed by the Court.

DEBENTURES—AGREEMENT TO ADVANCE MONEY ON—COMPANY—BREACH OF CONTRACT TO LEND MONEY—SPECIFIC PERFORMANCE—DAMAGES.

The South African Territories v. Wallington (1898) A.C. 309, was an action by a joint stock company to specifically enforce an agreement to lend money on the security of its debentures; the decision of the Court of Appeal (1897), 1 Q.B. 692, is noted ante, vol. 33 p. 619. The House of Lords (Lords Halsbury, L.C., Watson, Herschell, Macnaghten and Morris) have now affirmed the decision, holding that such an agreement cannot be specifically enforced, and that the plaintiffs could only recover such damages as they had actually sustained by reason of the breach of the contract, and as no such damages were proved the appeal of the plaintiffs was dismissed with costs.