

the enforcement in those Dominions and foreign countries of arbitration awards given in the United Kingdom. The information has been supplied in the form of replies to the two following questions:—

- (i) Is an agreement in writing to refer to arbitration in the United Kingdom disputes arising out of commercial contracts valid and enforceable?
- (ii) Can an award in an arbitration held in the United Kingdom be enforced and if so, by what means (*a*) where such an award is given in the United Kingdom, and (*b*) where, pursuant to the terms of the agreement of reference to arbitration, the award can be delivered in the place of domicile of each of the parties thereto?

With regard to the replies received from the Dominion and State Governments, examination has shown that considerable diversity of legislation and practice exists within the Empire in this matter, as will be seen from the substance of those replies given below. A statement is also given as a further annex relative to the practice in the United Kingdom in the matter.

Suggestions have been made that it would be desirable in the general interest of commercial morality to arrange for the enforcement, in each part of the Empire, of awards given in commercial arbitrations in other parts. It is, therefore, proposed to place before the Conference the resolution given above with a view to the matter being carefully examined, both in the United Kingdom and in the Dominions, in concert, in order, after due discussion, to ascertain whether an arrangement can be arrived at on the lines suggested in the resolution.

It is thought that the interests in all parts of the Empire concerned in the matter would be likely to welcome such an arrangement, which might conceivably become a step towards a wider application of the principle of uniformity.

Enforcement of British Arbitration Awards.

Substance of Replies from the Self-Governing Dominions.

QUESTION I.

Is an agreement in writing to refer to arbitration in the United Kingdom disputes arising out of commercial contracts valid and enforceable?

ANSWERS.

Canada :

ALBERTA.—The law is no different from the law in England. If such an agreement be enforceable there, it is enforceable in the Province. It, however, seems difficult to understand how such an agreement, made between persons in different parts of the Empire, could be enforced in the absence of an Imperial Arbitration Act.

BRITISH COLUMBIA.—The Arbitration Act of the Province would, it is considered, apply to such an agreement. In the case referred to in the question the parties have, it is assumed, agreed to refer to arbitration in the United Kingdom disputes arising out of a commercial contract. In other words they have selected for themselves the form in which to deal with disputes arising out of the contract. The courts of the Province would doubtless hold that the parties had elected to have such disputes settled by arbitration in the United Kingdom, and would refuse to entertain the action.

MANITOBA.—The substance of the reply returned from this Province is included among the replies to Question II.

NEW BRUNSWICK.—It is considered that any proper agreement made in the United Kingdom, and an award under such agreement, would be enforceable in the Province as against a resident of the Province, but that a judgment would have to be obtained in New Brunswick upon the same, in order to enforce it.

NOVA SCOTIA.—Yes. The Arbitration Act of Nova Scotia is practically the same, *mutatis mutandis*, as the English Act of 1889.