

QUESTION 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?

ANSWERS.

Canada :

ALBERTA.—In either of the cases mentioned such an award could be enforced by action in this Province in the same way as any other contract.

BRITISH COLUMBIA.—The British Columbia Arbitration Act provides that an award or a submission may, by leave of the court or a judge, be enforced in the same manner as a judgment or order to the same effect, but it is difficult to see how the British Columbia courts could enforce an award made by arbitrators in Great Britain, when it is considered that such courts would not undertake to enforce a judgment obtained in the courts of Great Britain. In the case of a judgment the parties would have to begin an action in the Province on the judgment obtained in Great Britain. The fact that the award could be delivered in the place of domicile of each of the parties would not, it is thought, make any difference, as the award would really be one made in an arbitration held in Great Britain.

MANITOBA.—The Court of King's Bench in Manitoba has jurisdiction to entertain any sort of action or claim against persons domiciled or ordinarily resident in Manitoba. If it is a question of the enforcement of an award made in the United Kingdom which a resident of the Province ought to enforce in Manitoba against a person resident in the United Kingdom, the Court of the King's Bench would be governed by Rule 201 of the King's Bench Act, chapter 40 of the revised statutes of Manitoba, 1902, according to which service out of the jurisdiction of a statement of claim or other document by which a matter or proceeding is commenced may be made whenever—

- (a) The action is founded on any breach or alleged breach within Manitoba of any contract, wherever made, which, according to the terms thereof, ought to be performed in Manitoba; or
- (b) Any injunction is sought as to anything to be done in Manitoba.

Under this provision of law it would not, it is considered, make any difference where the award was made or delivered, provided that there was a breach within Manitoba of any contract, wherever made, which, according to the terms thereof, ought to be performed in the Province. There is no special legislation in the Province covering the points as to which the questions are asked.

NEW BRUNSWICK.—*Vide* the answer to Question I.

Any judgment in the United Kingdom for the payment of money can be sued on in the New Brunswick courts as a debt, and the usual remedies sought. The same proceedings would probably have to be taken to enforce the award referred to in the question, unless the Imperial Act providing for such arbitration and awards stated how they were to be enforced in New Brunswick.

NOVA SCOTIA.—An award, as such, in an arbitration held in the United Kingdom is not enforceable in Nova Scotia. If the award is embodied in a judgment of a court, it is then enforceable by action in Nova Scotia, based on such judgment. The Arbitration Act of Nova Scotia is practically the same, *mutatis mutandis*, as the English Act of 1889.

ONTARIO.—*Vide* the answer to Question I.

It is further stated that a judgment in the United Kingdom for the payment of money could be sued on in the Ontario courts as a debt, and the usual remedies sought.

PRINCE EDWARD ISLAND.—No.