

# MINNESOTA STATUTES 1953 ANNOTATIONS

1479

ARBITRATION AND AWARD 572.05

appeal from the judgment in the garnishment proceeding. *Nikkari v Jackson*, 226 M 393, 33 NW(2d) 37.

571.36 Subdivision 1, renumbered, 550.142.

Subdivision 2, repealed, 1953 c 110 s 4.

Subdivision 3, repealed, 1953 c 110 s 4.

## CHAPTER 572

### ARBITRATION AND AWARD

#### 572.01 WHAT SUBMITTED; SUBMISSION IRREVOCABLE; LABOR DISPUTES

HISTORY. RS 1851 c 96 s 1, 2, 5, 19; 1852 Amend s 98; PS 1858 c 85 s 1, 2, 5, 19; GS 1866 c 89 s 1, 2, 5, 19; GS 1878 c 89 s 1, 2, 5, 19; GS 1894 s 6210, 6211, 6214, 6228; RL 1905 s 4380; GS 1913 s 8016; 1939 c 4 s 39.

#### 572.02 AGREEMENT

Jurisdiction of the federal district court is not presumed but must affirmatively appear; and where the trustees of a Wisconsin railroad in reorganization proceedings had sued in the state court another Wisconsin railroad for amount due on ore pooling agreement containing an arbitration clause and had refused to consent to be sued in bankruptcy court or to bring an action on the ore contracted in such court, the federal court was without jurisdiction to direct the trustees and the other railroad to arbitrate the controversy in conformity with the arbitration clause. *Re Wisconsin Central Railway*, 74 F Supp 85.

#### 572.03 POWERS AND DUTIES OF ARBITRATORS, FILING OF AWARD

In an action for wrongful death of a grandmother, admission of testimony as to services and contributions furnished by decedent to son and daughter, as well as contributions of necessities to their minor children for whose care and support the parents are responsible was not reversible error. *Holtz v Pearson*, 229 M 395, 39 NW(2d) 867.

A finding on a question of law by the appraisers that the loss was not within the coverage of the extended policy was not within their powers and was not fixed. *Mork v Eureka-Security Co.*, 230 M 382, 42 NW (2d) 33.

There being no statutory provisions authorizing payment of compensation of expense of an arbitrator appointed by the labor conciliator, they must be paid as provided in section 572.03. OAG April 27, 1949 (270-D-1).

#### 572.04 PROCEDURE AFTER FILING

An award in arbitration is attended with every presumption of validity. Mere inadequacy of an award is not sufficient ground for setting it aside. But in particular cases it may be so gross as to evidence or establish fraud or corruption, or partiality, or malfeasance, misfeasance on the part of the appraisers. *Mork v Eureka-Security Fire & Marine Ins. Co.*, 230 M 382, 42 NW(2d) 33.

#### 572.05 GROUNDS OF VACATING AWARD

Mere inadequacy of an award is not grounds for setting it aside unless it be so grossly inadequate as to establish fraud, or malfeasance of the appraisers. *Mork v Eureka-Security Co.*, 230 M 382, 42 NW(2d) 33.