the title to land, or how much rent is to be paid *in future, or any matter of that sort, &c., &c.*

In the case of *Tribe* v. *Upperton*, 3 Ad. & E. 295, a Bill in Chancery was filed to rescind an existing agreement for the sale of a partnership business and some leasehold premises where the same was carried on. Afterwards the parties to the suit executed mutual bonds of submission to arbitration of all matters in difference, including said suit. The award made, although it adjudicated fully and specially on all the matters in dispute, did not award what was to be done with the chancery suit, although it did award that each party was to bear his own costs of said suit. Lord Denman, Ch. J., considered the matter of the chancery suit *a subject of express reference*, and that the omission to award on it was fatal, and that although the award might in substance decide upon every point in the agreement *and in the chancery suit*, such an award may leave a perpetual source of litigation open, and it was set aside.

The case of Doe dem: *Madkins* v. *Horner*, 8 Ad. & E., was similar to the above, and the award was declared bad, because, while it awarded to the plaintiff a certain part of the premises sued for, giving the metes and bounds, the award said nothing as to the residue, thereby leaving the matters neither final nor certain. It was decided *that there should have been an express decision* as to the residue of the land; and Patterson J. said he thought the residue should have been set out by metes and bounds.

In the case of *Randall* v. *Randall*, 7 East. 81, the parties went to arbitration under mutual bonds of submission of all actions, controversies, &c., depending between them; *also* of and concerning the value of certain hop-poles and potatoes in *certain lands*, and taxes and rates, &c., and *also* the rent to be paid annually for the said land. The arbitrators awarded on all the above matters but *the rent*. Lord Ellenborough, Ch. Justice, says: "*As it appeared* that there was *another* matter referred on which there "was no arbitrament," the award was held bad.

In the case of *Price* v. *Popkin*, 10 Ad & E. 139, an action of covenant was brought by the lessee *v.* landlord, for not repairing demised premises. The cause was referred to arbitration by a judge's order. The defendant (the landlord) had taken away from the demised premises certain gates, locks, bolts, and fastenings, and applied them to his own use. The award, amongst other things, awarded that the plaintiff should fix and set up other gates, locks, bolts, and fastenings, in the place and stead of such as were removed. One of the grounds alleged for moving to set aside the award was that the arbitrator had not stated the number, price, quality, description or value of those articles ordered to be set up anew; and on this ground principally the award was set aside.

In the matter of *Riders and Fisher*, 3 Bing. N. C., 874, an award between these parties was made under Bonds of Arbitration: the dispute arose out of a contract, entered into, by which the Riders agreed to build a house, offices, and out-buildings for Fisher; but the latter alleged the work to be defective and imperfect, both in respect of materials and workmanship, and the Riders on their part claimed something for extra work and deductions, in regard to omissions of work dispensed with. These matters were specified in the submission, the Arbitrators awarded a named sum to be paid the Riders, in full satisfaction and compensation of and for all the matters in difference between them, and so referred to them the said arbitrators. Tindall, C. J.: "Upon reading the order of "reference and the award, it appears the arbitrators have not done that which they "were authorised and required to do. They were to determine concerning all claims, "differences and disputes relating to the alleged defects in the building, relating to "the charge for *extra* work and to deductions for omissions; and to ascertain what "balance might be due in respect of the extras and omissions. On the award they "have taken no notice of the two first subjects of dispute; and it remains doubtful "whether the *sum* awarded is to be applied in discharge of extra work or to a general "balance of account."

The award was set aside.

In the case of *Robinson* v. *Henderson*, 6 M. & S. 276, an award was made by certain Arbitrators, by which they found 230*l.* to be due from the Defendants to the Plaintiffs, and out of that sum they awarded that Defendant should pay the Arbitrators 93*l.*, being the expenses of preparing the agreement of reference and their award, and for their charge trouble, and attendance on the reference and arbitration, and certain costs which they awarded to be paid to the Solicitors of Plaintiffs, in respect of certain actions mentioned in the agreement of reference, leaving the sum of 136*l.* which they awarded to Plaintiffs. It was held by the Court that, the award was void for uncertainty in directing a sum in gross to be paid to the Arbitrators, for the objects above mentioned, without specifying the particular sum to be appropriated to each object.