"As joint arbitrators, Mr. Gibson and myself would like you to send us a detailed statement giving your cash outlay on the Garside & White building. Please send this in such a form that we can check it with all necessary vouchers," etc.

The plaintiffs' contention is that the supplemental agreement of 18th January forms a new submission.

As early as 1804, in Evans v. Thompson, 5 East 189, where the parties, by an indorsement, in general terms, on a submission to arbitration, had agreed that the time for making the award should be enlarged, Lord Ellenborough C.J., after consultation with all the Judges, said that such agreement virtually included all the terms of the original submission to which it had reference. . . . [Watkins v. Phillpotts, McClel. & Y. 393, and Bullock v. Koon, 4 Wendell 53, also referred to.]

In the case in hand proceedings had commenced under the first agreement prior to 9th January, 1906, and in the supplemental agreement the time for making the award was not enlarged. It, however, provides for the furnishing to the arbitrators by Webb of evidence of the actual cash cost of all material and labour, etc. This is included in the first agreement, and Mr. Bond, on being advised by Messrs. DuVernet, Jones, & Co. of its existence in the original agreement, wrote Webb, three days before the second agreement was executed, to furnish the required information. The only provision in the second agreement which is new is the limitation of the time within which the defendant is to furnish the arbitrators with the evidence of the cash cost of materials, etc., failing which they are empowered to proceed and exercise their own judgment in making a valuation. It then provides that "the within agreement" (the one of 11th November, 1905) "is to be read as though it contained all the above provisions." That is, the second agreement is to be read into and form part of the first agreement.

I am, therefore, of the opinion that the agreement of 18th January did not constitute a new submission.

It follows, if my view is correct, that it was not necessary to re-appoint the umpire after the execution of the supplemental agreement.

No provision is made in the submission as to the time within which the arbitrators are to make their award, so that, by the provisions of the Arbitration Act, R. S. O. 1897 ch. 62, sec. 4, clause C. to schedule A., shall be deemed to be included therein, under which the arbitrators are to