

Mr. Garland, the other arbitrator who joined in the award, nor any admission by the latter that any mistake was made.

It is clear, I think, that, in order to bring the case within the exception in the case of an award made by two or more arbitrators, all of them must admit the mistake and state their willingness to review their decision on the point on which they believe themselves to have gone wrong. The principle upon which the exception rests is, that the tribunal has gone wrong, that it admits its mistake, and expresses its readiness to review its decision on the point on which it has gone wrong. It would be anomalous, indeed, if the exception were to be applied where one of two arbitrators admitted the mistake and the other denied having made it; and the requirement that the arbitrator must state that he is desirous of the assistance of the Court and willing to review his decision plainly indicates, I think, that the arbitrator or all the arbitrators who joined in the award must make the required statement.

[Reference to *Anderson v. Darcy* (1812), 18 Ves. 447, 459; *Story's Equity Jurisprudence*, 2nd ed., par. 1456.]

For these reasons, I am of opinion that this ground of objection to the award fails; and it is, therefore, unnecessary to determine the first question, though, as at present advised, I incline to the view of the Chancellor, that what the agreement provided for is a valuation and not an arbitration. The language which the parties have chosen to express their agreement strongly supports that view. The reference is stated to be to the determination of the three persons named in the agreement as valuers, and throughout the agreement they are referred to as valuers. The agreement was evidently prepared by a solicitor who knew the difference between a valuation and an arbitration, and was apparently desirous of emphasising the fact that it was a valuation that was being provided for; the question for determination was one well fitted to be decided by a valuation; the valuer appointed by the appellant was a farmer; and there is no reason for thinking that the other two persons appointed were not chosen because they possessed qualifications which fitted them to decide such a question as was being submitted to them.

The provisions as to each party being entitled to have a representative present at any meeting of the valuers was quite unnecessary if an arbitration had been intended; and the further provision that the failure of the representative to attend, through lack of notice or otherwise, should not affect the valid-