

The award must be in writing, and be signed by the arbitrator in cases having but one or two arbitrators, or by a *majority* where there are three arbitrators, and such award, filed in the clerk's office, will bind the same as a judgment of a Court.

Doubtless in the majority of cases, if litigants would state all the facts fairly to their solicitor and pay him a reasonable fee for a written opinion or counsel, and then act upon it, it would be more satisfactory even than arbitration.

896 Agreement to Refer to Arbitration.

Memorandum of agreement made this day of in the year of our Lord one thousand nine hundred and between A. B., of the of in the of Province of (state his occupation), of the first part; and C. D., of the of in the County of and Province of (state occupation), of the second part.

Whereas certain disputes and differences having arisen between the parties hereto, and it is desirable to refer the same to arbitration, as hereinafter mentioned;

Now, therefore, it is hereby agreed by and between the parties hereto to refer, and the parties hereto do hereby refer, all matters in difference between them in respect to (here state the subject matter in dispute which is to be referred) to the award, order, arbitrament, final end and determination of E. F., of the of in the County of and Province of and G. H., of the of in the County of and Province of and such other as the said E. F. and G. H. shall, by endorsement hereon, under their hand and seal appoint, so that they, the said arbitrators, or any two of them, may make and publish their award of and concerning the matters herein referred, ready to be delivered to the parties hereto, or either of them, on or before the day of in the year of our Lord one thousand nine hundred and or such further day as the said arbitrators, or any two of them, may from time to time enlarge the time for making their award by writing under their hand and endorsed hereon. And it is further agreed that the said arbitrators, or any two of them, may by their said award, order and determine what they shall think fit to be done by the parties hereto respecting the said matters in difference; and that the costs of the said reference and award shall be in the discretion of the said arbitrators, or any two of them, and they may award by whom, to whom and in what manner they shall be paid.

And it is hereby further agreed that the said arbitrators, or any two of them, may examine the said parties, or either of them, and that the witnesses in the reference and the said parties, if examined, shall be examined under oath; and that the said parties respectively shall produce before the said arbitrators all books, deeds, papers, documents and writings in their, or either of their, custody, power or control relating to the matters referred, and that they shall respectively do all other acts, matters and things to enable the said arbitrators, or any two of them, to make their award.

And it is further agreed that the said arbitrators, or any two of them, may proceed in the said reference *ex parte*, if either of the said parties refuse or neglect to attend before them, after having received due notice, and without reasonable excuse.

And each of the said parties hereto agrees with the other to stand to, abide by, obey, perform, fulfill and keep the said award so to be made and published as aforesaid.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered,

in presence of

X. Y.

A. B. ☒

C. D. ☒

898 Affidavit of Arbitrators.

Every arbitrator, before proceeding to try the matter of the arbitration, should take and prescribe to an oath similar to the following before a Justice of the Peace:—

"I (A. B.), do swear (or affirm) that I will well and truly try the matters referred to me by the parties and a true and impartial award make in the premises, according to the evidence and my skill and knowledge. So help me God."