

was to be ascertained by an arbitrator. The proceedings are rather long. It is a case where a man owing a certain sum of money, a judgment at law was obtained against him, which they agreed not to act upon, and it was agreed that some property of the debtor should be sold to realize the amount, the amount to be ascertained by arbitration. There was an arbitration, and in the course of the arbitration one of the parties revoked the appointment of the arbitrator. This is what Lord Eldon said, after some general considerations applicable to the subject, at page 511: "It is said the award is not good because the authority was revoked: my answer is, that if it is revoked at law, I could not have considered it as revoked in equity, whether it was made a rule of court or not. If the award was not enforced, the court would leave the parties to deal with the matter at law; and if at law you can restrain them from these estates, do it; but you have no equity to come here. Supposing the revocation to be good in law, this is a case in which a Court of Equity would not act. I am not saying it is good at law, but I agree entirely that it is bad in equity, under these circumstances. If so, what is the case of the plaintiff? He has said, for many reasons stated in the deed of revocation, I have revoked the authority. Mr Cullen says you cannot. Now, when a party informs the arbitrator that he revokes his authority, if the arbitrator is of opinion that his authority is gone, he has nothing more to do with it; but if the arbitrator thinks he has no right to do so, and the party will not submit, is that to stop him? Supposing his opinion to be right, that his authority is not revoked in equity, see what the consequences would be; because one party says it is revoked, then, although it is a matter of justice to the other party, yet the arbitrator is not to hear him on the other parts of his case; but is to say at once, this party will not let me go on; or he is to say, I will decide upon the case of a person who has not brought before me the whole of it. It is impossible to maintain that. Unless he proceeds *ex parte*, the other will be shut out from stating his case, except as to what has already passed. It is not of importance whether notice was or was not given. It is said that at the meeting of the 22nd December, Mr. C. was not at his chambers, and the person sent on behalf of the plaintiff waited there; but it was not for the purpose of attending him in the arbitration, but to tell him, by letter, that the plaintiff's solicitor would not attend him, because he said he had no authority. How could it be expected after that, or how could it be necessary in point of law, to give notice of subsequent meetings to parties who had declared they would not attend? I am, therefore, of opinion, if strictness be insisted upon, I have no right to prevent the sale." The purpose of notice, I apprehend, is nothing more than to give the party an opportunity of attending, if he will and can attend.

THE LORD CHANCELLOR:—There are other cases of the same kind as *Harcourt v. Rambottom* referred to by Lord St. Leonard. "And if a party having agreed to sell at a price to be fixed by referees who are named, without cause, revoke his authority before the price is fixed, equity will not interfere by injunction to prevent the purchaser from taking possession of the like under the agreement, as the plaintiff acted against good faith."

MR. WALKIN WILLIAMS:—I was going to give your Lordships the references to them. They all seem to proceed upon Lord Eldon's judgment in *Harcourt v. Rambottom* as the fountain head, as far as I have traced them.

THE LORD CHANCELLOR:—There is a case of *Morse v. Horst*.

MR. WALKIN WILLIAMS:—Yes, I thought the reason given by Lord Eldon seems to be the foundation of the subsequent cases, and I give it to your Lordships. The case of *Pope v. Lord Disraeli* is in *9 Simon*, page 177.

MR. L. J.:—I do not propose to add anything more to the Attorney-General's argument.

MR. BAKER:—My Lords, I have very few words to say, in reply, with reference to the cases that have been cited by my learned friends.