

the State *supra*, that all matters of litigation,—whether of law or equity jurisdiction; whether claims for specific articles of property, real, personal, or mixed, or sums of money; whether such claims be by the party, who in the suit pending, or in the case to be made a rule of Court by written agreement, may be plaintiff or defendant,—can be the subject of reference. So terms of a marriage separation may be referred, *Soilleux v. De Herbst*, 2 B. & P. 444, for many causes of action at law and suits in equity may arise out of the dispute; and see also *Bateman v. Countess of Ross*, 1 Dow, 235. So an agreement to refer a bill depending in Chancery, or other matters of equitable cognizance, may, under the Statute, be made a rule of a Court of law, *Nichols v. Chalie*, 14 Ves. Jun. 265, cited and approved in *Caton v. McTavish*, 10 G. & J. 214, and see *Cromwell v. Owings*, 6 H. & J. 15. And even some criminal matters—not amounting to felony, and where the prosecutor has also a right of action, for this is essential, *R. v. Hardey*, 14 Q. B. 529; *R. v. Blakemore*, *ibid.* 544—may with leave of the Court be settled in this way; as an indictment for a common assault, *Elworthy v. Reid*, 2 Sim. & Stu. 372, or for a nuisance, *Dobson v. Groves*, 6 Q. B. 637, or perhaps for conspiracy, see, however, *R. v. Hardey supra*.

**Who may submit.**—A submission to arbitration by an infant seems to be void, *Biddell v. Dowse*, 6 B. & C. 225, see Code, Art. 7, sec. 3,<sup>2</sup> (1785, ch. 80, sec. 11), and so is the submission of a *feme covert*,<sup>3</sup> Com. Dig. Arbitration, D. 2, *Strachan v. Dougal*, 7 Moore, P. C. 365; except that she may be a party in respect of property settled to her separate use, *Bateman v. Countess of Ross supra*. But a party may bind himself for the performance of an award by another, *Shelf v. Bailey*, Comyn, 183, as a husband for his \* wife, *Smith v. Ward*, Style, 351, or a parent **618** for his child, see *Cayhill v. Fitzgerald*, 1 Wils. 28. One partner has no implied authority to bind another by submission to arbitration, though such an act binds himself, *Stead v. Salt*, 3 Bing. 101; *Armstrong v. Robinson*, 5 G. & J. 412; and especially not after dissolution of the partnership, though he have power to collect the debts due the concern, *Hatton v. Royle*, 3 Hurl. & N. 500, where it was observed that the plaintiffs should have brought their action against the attorneys in the case for referring without authority to do so. So in a submission to arbitration between A. and B., not partners, and a third person, where the agreement is signed "A. for self and B." it must be shown by affidavit in making the submission a rule of Court that A. had authority from B. to sign for him, *in re Aldington*, 15 C. B. N. S. 375, see also *Armstrong v. Robinson*, 5 G. & J. 412; *Dement v. Stonestreet*, 6 Md. 123.<sup>4</sup> But a submission of differences between A. of the one part, and B. and C. of the other, will justify a decision in respect of differences between A. and

<sup>2</sup> Code 1911, Art. 75, sec. 48.

<sup>3</sup> *Contra*, of course, since the Act of 1898, ch. 457, (Code 1911, Art. 45, sec. 5).

<sup>4</sup> Though an agent who makes the submission has not the power to thus bind his principal, the award is none the less valid, if it is acquiesced in by the parties. *Sisson v. Baltimore*, 51 Md. 83.