

If in pursuance of such an agreement, a dispute is submitted to arbitrators and an award is made, it will be binding, and a bar to any suit by either party for the same cause of action.

But for the purpose of ascertaining if the award is fair, it may be reviewed, as in all similar cases, in a Court of equity.

There may be cases, where the bringing of a suit by a legatee is prohibited, with a bequest over, that the bringing of a suit will be a forfeiture.

Where the will declares that any legatee who controverts the disposition made of the estate shall, by so doing, forfeit his legacy, such provision is *in terrorem* only, and no forfeiture will be incurred by contesting any disputable matter, in relation to it, in a Court of justice. (d)

It is sufficient, that the husband alone be made a party, to shew, that he has obtained satisfaction for the *chose in action* of his wife.

The answer of a defendant, resident out of the State, is a judicial record of this State, and must be authenticated accordingly as such.

In accordance with the spirit of the Federal Constitution, it is proper to go as far as may be safe, in giving credit to authentications coming from other States of the Union.

An answer, by consent of the plaintiff, may be received without being sworn to; and will be allowed to have full effect as regards co-defendants.

A party cannot avail himself of proof, in regard to any matter not alleged.

An executor must expressly aver an insufficiency of assets, otherwise he cannot prove it, and so avail himself of the fact.

How and when, under the peculiar expressions of a certain will, the legacies thereby given will vest.

A trustee held liable for all the consequences of a violation of his trust. (e)

Those who have only a possible, or expectant interest in a legacy, can give to a trustee no direction as to its disposition.

Those who mislead or practise a fraud upon a trustee, can claim nothing of him.

The Court must decree between co-defendants, so as to close the case. (f)

Contingent legacies ordered to be brought in and invested, to await the contingency.

as where the contract is to pay such an amount as shall be determined by arbitration or found due by the certificate of a particular person. Whether this is in fact the contract, or it is an absolute contract to pay in the first instance, with a collateral provision for reference in case of difference as to the amount, is a question of construction on which there has been some difference of opinion in recent cases." *Pollock Contracts*, 294.

(d) *Condition against disputing will.* Where a testator imposes upon a legatee a condition that he shall not dispute the will, "such a condition is regarded as *in terrorem* only, at least when the subject of the disposition is personal estate; and therefore a legatee will not, by having contested the validity or effect of the will, forfeit his legacy where there was *probabilis causa litigandi*, unless, it seems, the legacy be given over upon breach of the condition." But in the case of a devise of real estate the law is otherwise, and such a condition is effectual without a gift over on breach. 2 *Jarman on Wills*, m. p. 58.

(e) See *Wayman v. Jones*, 4 Md. Ch. 500, as to the duties and liabilities of trustees.

(f) Approved in *Hurt v. Crane*, 36 Md. 31.