B. only, or A. and C. only, Wood v. Adcock, 7 Exch. 468. It is settled also that an attorney may submit a cause to arbitration, White v. Davidson, 8 Md. 186, and counsel have also authority to enter judgment for the plaintiff subject to credits to be ascertained by referees, Farmers Bank v. Sprigg, 11 Md. 389. A corporation need not enter, it seems, into an order for reference by its corporate seal, and a submission by its attorney is good, though he had no authority under the corporate seal to defend or refer the cause, Faviell v. E. C. R'way Co. 2 Exch. 344, and the parties may waive by their acts any objection to the authority of an officer of the corporation to sign an agreement for submission, Md. & Del. R. R. Co. v. Porter, 19 Md. 458. But the authority of an agent appointed to submit to reference goes no further, and he is not authorized to ratify an award when made, Bullitt v. Musgrave, 3 Gill, 31.

Object and scope of Statute.—The object of the Statute was to facilitate arbitrations and to prevent bills in equity.[5] The Statute does not apply to the case of suits depending—references by rule of Court or orders at *nisi prius* not being within it, Shriver v. the State, 9 G. & J. 1; Chuck v. Cromer, 2 Phill. 477. An order of *nisi prius* has none of the formalities of an agreement under the Statute; it is not signed by the parties or their attornies, nor witnessed by any one, and it is made a rule of Court without any affidavit by a witness as to its execution, and upon the mere reading of it; it has never been decided that an order of *nisi prius*, where a cause and all matters of difference are referred, has a double aspect, as to the cause, an order of court, as to the matters of difference, the agreement of the parties, see R. v. Hardey, *supra*. It should be observed that an agreement to settle disputes as to the value of goods, for instance, by reference to two valuers, one to be appointed by each party, does not import any undertaking that the valuer whom either appoints shall act in the valuation, nor impose any liability on the latter for his not acting. If the valuer refuses to act, the other party is remitted to his original cause of action, and may revoke the submission, or if the valuer has undertaken to act and failed in his duty, may maintain an action against him, but not against the person who appointed him, Cooper v. Shuttleworth, 25 L. J. Exch. 114.

Submission must be in writing.—A parol submission is not within the Statute, for the word "insert" used in it must mean an act which infuses that submission into something written, —— v. Mills, 17 Ves. Jun. 419.[6] And if two agree by deed to refer all matters in dispute, which shall arise between them, to two arbitrators, one to be chosen by each, if, on such disputes arising, the arbitrators are appointed by parol, the

---

[5] The law favors compromises and amicable adjustments of disputes rather than litigation. Arbitrations are intended to settle disputes in a simple and inexpensive manner and every reasonable intendment will be made in favor of awards. Bullock v. Bergman, 46 Md. 278; Sisson v. Baltimore, 51 Md. 95; Witz v. Tregallas, 82 Md. 370; Roberts v. Consumers' Co., 102 Md. 368.

[6] The terms of reference should in all cases be reduced to writing and filed in the cause. Harryman v. Harryman, 43 Md. 144.