

or neglecting to submit to, or abide by and comply with such award, settlement or determination, to be made by the said *Hugh Inglis* and *Edmund Antrobus*, or the survivor or them, or the executors and administrators of such survivor as aforesaid; and the person or persons so disputing or contesting the validity, or attempting or endeavoring to avoid, defeat or set aside, or litigate this my will, or part or parts thereof, or so bringing, commencing, or instituting any action, suit, or other proceedings against the said *Hugh Inglis* and *Edmund Antrobus*, or either of them, their, or either of their executors or administrators as aforesaid, shall cease to have, take, derive, or be entitled to; and shall be from thenceforth absolutely barred, prevented, and excluded from having, taking, deriving, or being entitled to any legacy, sum of money, or other benefit, interest or advantage whatever under or by virtue of this my will, or any of the devises, bequests or trusts herein contained. And when any of the cases above mentioned shall happen, and from time to time so often as any of them shall happen, I give and bequeath the legacy or legacies, sum or sums of money, and all other the benefits, interests and advantages which the person or persons acting contrary to the directions or declarations last herein before contained would otherwise have been entitled under this my will, or the devises, bequests, or trusts aforesaid, unto the said *Hugh Inglis* and *Edmund Antrobus*' executors, administrators and assigns for their own absolute use and benefit.'

The position taken upon this provision of this will is one which has been repeatedly considered as well with regard to contracts as to last wills. It is not unfrequent in contracts, particularly in articles of co-partnership, to insert a covenant, that in case of any dispute arising between the parties, they shall forbear to sue, and refer the matter to arbitration. There can be no doubt, that if in pursuance of such a stipulation, any matter of controversy is submitted to arbitrators, and an award is made, it will be binding and a complete bar to any suit which either party may bring for the same cause of action. (h) But the award must be in all respects fair and unimpeachable; and for the purpose of ascertaining whether it is so or not, it may be reviewed and examined as in all other similar cases in a court of equity. (i) It is however an established rule, as well at law as in equity, that no mere agreement to refer any con-

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(h) *Kill v. Hollister*, 1 Wils. 129; *Thompson v. Charnock*, 8 T. R. 139.—  
 (i) *Mitchell v. Harris*, 2 Ves. jun. 135; *Nichols v. Chalie*, 14 Ves. 265.