Jurisdiction of courts not ousted by agreement for arbitration.—It has been held in a number of instances, that if parties provide for the settlement of a dispute arising out of a contract by the arbitration of persons named in the agreement, when the disputes arise, the Courts are not thereby ousted of their jurisdiction, whatever remedy be open to the party against whom proceedings are taken for breach of the agreement, Allegre v. Md. Insurance Co., 6 H. & J. 408; Contee v. Dawson, 2 Bl. 264.[35] But there is a class of cases, of which Scott v. the Corporation of Liverpool, 3 De G. & J. 334, and Avery v. Scott, 5 H. L. Cas. 811, are examples, wherein it has been holden, that where the contract provides for the determination of the claims and liabilities themselves of the contractor by the judgment of some particular person, this would be incorrectly called a provision for a submission to arbitration, for no dispute can exist in such a case, everything being dependent upon the decision of that individual, and till he has spoken, no rights can arise either at law or in equity which can be enforced.[36]

Lastly, if a mortgage be taken to secure the payment of a sum of money, to be ascertained by the award of arbitrators to be chosen by the parties to the deed according to directions contained in it, and the award fails by reason of the misconduct of the arbitrators, the mortgagee can have no relief in equity upon a bill for the sale of the mortgaged estate; but if application be made in such case by the mortgagor for a reconveyance of the mortgaged premises, he will be compelled to do equity, and an ascertainment of what may be due by him will be first had and payment enforced, Emery v. Owings, 7 Gill, 488.

---

[35] See Cooke v. Cooke, L. R. 4 Eq. 77.

[36] A stipulation in a contract that a named person shall interpret its terms and that in the event of any dispute as to their meaning his decision shall be final does not require the parties to submit to him whether there has been such a breach of the contract by one party as authorizes the other to rescind it. Baltimore v. Schaub, 96 Md. 534.

CAP. XVII. **633**

An Act for the better Payment of inland Bills of Exchange.

Whereas great Damages and other Inconveniencies do frequently happen in the course of Trade and Commerce, by reason of delays of Payment and other neglects on inland Bills of Exchange in this Kingdom; Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and the Commons,