

tions and ancestors of the said Rosalie Eugenia," who was the mother of Mrs. Carter, the right is expressly conferred upon the arbitrators to adjudicate both the paternal and maternal successions, and this presents, as it seems to me, the only difficulty in the case.

It is contended that if the paternal succession was not intended to be submitted, why was the word "father" introduced in the contract, and there would be great difficulty in answering this argument if there was no subject upon which that term could operate but that portion of the paternal succession which had been settled in the year 1836. But Mr. George Calvert lived until the year 1838, and it may have happened, or at any rate it might have been supposed that some portion of the paternal succession of his deceased wife came to his hands between the time of the settlement and his death.

There is no evidence upon the subject either way, but there is certainly nothing very unreasonable in supposing that the parties to the submission designed to provide for such a contingency. At all events, I think that hypothesis is quite as reasonable as the supposition that the parties should have intended in 1846 to overturn a settlement made in 1836, against which no whisper of complaint was ever heard from any quarter, and which had been carried into full and complete execution by the most formal and solemn instruments known to the law. That settlement unquestionably was not a matter of difference between the parties, and it was only the matters in difference which were designed to be submitted, in order that litigation among members of the same family might be avoided. I am, therefore, of opinion that the arbitrators transcended their power in disturbing the settlement of 1836, and that their award for that reason is no bar to the relief prayed by the bill.

There is, moreover, another objection to this award, which may be and has been taken in this case, and which, in my judgment, is insuperable. The objection is not that the arbitrators proceeded irregularly or improperly in not giving notice to the parties of the times and places of their meeting, which, perhaps, though a ground for setting aside the award in a proper pro-