award, who may then recover from the other a moiety of it as money paid to his use, if there be no event in the award entitling either party to costs, Marsack v. Webber, 6 Hurl. & N. 1; and if he is obliged to pay an exorbitant sum, he may maintain an action for money had and received to recover back all above a fair compensation, Barnes v. Braithwaite, 2 Hurl. & N. 569. But the exorbitancy of the arbitrator's charge is no ground for setting aside the award, and it seems that in England his fee may, as well between the parties as against himself, be referred to the master for taxation, Roberts v. Eberhardt. With regard to the time within which the award is to be made, that depends in common cases upon the agreement of the parties; but provision is made by our Act of Assembly in cases within it for the completion of the award within a certain time, see Code, Art. 7, sec. 5.[24] If, however, it appear on the record, that the parties after a cause is referred by rule of Court had changed the day by consent fairly expressed, it is no objection that the arbitrators had not completed the award within the time first limited, Shriver v. the State *supra*. And it has been held that if a period be named for the payment of the penalty of the submission bond, it does not limit the power of the arbitrators as to time, Armstrong v. Robinson, 5 G. & J. 412, if no time be limited in the condition for making the award. As to its form, the award must pursue the directions of the submission; if it is to * be returned under the hand and **629** seal of the arbitrator, his omission to affix his seal is fatal, Price v. Thomas, 4 Md. 514.[25] If the terms of it are uncertain, and it contains a reference to another paper, it will be good enough, but in an action upon it there must be the proper averments in the declaration for the purpose, and a defect in this respect is not aided by verdict, Walsh v. Gilmor *supra*. And an undated indorsement upon the award, which showed that the submission had not been fully acted on, was held *prima facie* to have been written at the date of the award and to be parcel of it, Griffith v. Jarrett, 7 H. & J. 72; and see Hewitt v. the State, 6 H. & J. 95. Under our Act of Assembly it seems that the arbitrator may order a judgment to be entered for the party for whom he finds, Ing v. the State, 8 Md. 287, which approves the form of entry given in 1 Evans' Harris, 20, and see Garritee v. Carter, 16 Md. 309.

Objections to award.—Upon the return of the award, it is open to objection in some instances which will be briefly noticed, either for mistakes of the arbitrator in matter of law or matter of fact, or exceptions may be taken to it upon grounds apparent on its face, or it may be set aside for matter *dehors*, such as corruption, &c., of the arbitrator. But, in general,

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[24] Code 1911, Art. 75, sec. 50.

[25] Grove v. Swartz, 45 Md. 227. Where the submission provided that the arbitrators should write their names on the agreement as evidence of their acceptance of the appointment, the award is not invalid because one of the arbitrators who accepted and acted as such neglected to sign. Witz v. Tregallas, 82 Md. 351. Where arbitrators are appointed to ascertain the value of land, the fact that at the time they went on the land to view it there were no articles of submission before them and that they were only informed by parol of their duties does not invalidate the award. Boor v. Wilson, 48 Md. 305.