under our Act of Assembly as well as under the Statute, no other reasons for setting aside an award than those appearing on the face of the award or mentioned in those laws will be heard, Dorsey v. Jaffray, 3 H. & McH. 121; Ing v. the State, 8 Md. 287. With regard to the first, it is well settled that if parties choose to refer a matter to a judge of their own selection, whether he be lawyer or layman, they are bound by his decision, both in fact and law, and neither of them can be permitted to escape from it if adverse to him, unless there has been fraud or corruption[26] on his part, or there is some mistake of law apparent on the face of the award, or of some paper accompanying it and forming part of it.[27] And so in Hodgkinson v. Fernie, 3 C. B. N. S. 189, where a verdict was taken for plaintiff, subject to the award of an arbitrator as to the amount of damages, and his award included a sum of damages to which it was assumed that the plaintiff was not entitled in the action, the Court refused to interfere. This doctrine was recognized in Hewitt v. the State, 6 H. & J. 95, where it was held in terms that if the award disclosed on its face, or by a paper attached to it, the grounds of the arbitrator's decision, the Court may see if he committed a mistake in law, but if a distinct question of law has been decided by an arbitrator selected by the parties for the purpose of finally settling a law point between them, they are bound by his award, and see Tillard's lessee v. Fisher, 3 H. & McH. 118. So a palpable mistake of fact is good cause for setting aside an award, but not an erroneous judgment on facts, as upon matters of account, unless there is an imputation on the conduct of the arbitrators, and the mistake must be gross and manifest and of some fact by which the arbitrator was misled, not of matter which had no influence upon him, see Goldsmith v. Tilly, 1 H. & J. 361; Cromwell v. Owings, 6 H. & J. 10; Oliver v. Heap, 2 H. & McH. 477; Roloson v. Carson, 8 Md. 208; Ebert v. Ebert, 5 Md. 353.[28] In Cromwell v. Owings, a party, submitting a chancery suit to arbitration under circumstances which showed that he was willing to have it decided without making all those persons parties, who should have been made by the Chancery rule, was held estopped to object to the award for defect of parties. With respect to the second, it is laid down in a good many cases, that exceptions to the award can only be for matters apparent upon it, as compared with the proceedings, and they are never heard on *affidavits*, see Hewitt v. the State, 6 H. & J. 95; Roloson v. Carson, 8 Md. 208; Rigden v. Martin, 6 H. & J. 406.

---

[26] Where one of the arbitrators is a stockholder of one of the parties, the award may be set aside unless it be shown that the other party knew of the disqualification; and in such case the burden is on the party maintaining the award to show that the interested arbitrator was qualified to act. B. & O. R. R. Co. v. Canton Co., 70 Md. 405.

[27] Witz v. Tregallas, 82 Md. 351.

[28] Equity sometimes relieves against apparent errors, such as mistakes in calculation, but where the facts that have been submitted may be determined differently by fair minded people, the decision is final. Witz v. Tregallas, 82 Md. 351. An excessive value placed on land taken for a right of way is no ground for setting an award aside. B. & O. R. R. Co. v. Canton Co., 70 Md. 405.