Thus that the award is not within the submission is proper ground for exception, but the objection of improper influence upon the arbitrator cannot be taken in that way, Cromwell v. Owings, 6 H. & J. 10. Such exceptions for defects on the face of the * award need not be verified by **630** the *affidavit* of the exceptant, and if filed by the counsel of one of the parties, it seems that they are good, though not signed nor entitled in the case, Johnston v. Thomas, 6 Md. 452; Price v. Thomas, 4 Md. 521. And being analagous to a motion in arrest of judgment, they are not within the Act of 1825, ch. 117, upon appeal.[29] As for matters *dehors* the award, such as fraud or corruption, &c., in the arbitrators, the same cases settle that they are to be availed of by motion sustained by *affidavit*. It is held that the existence of circumstances calculated to bias the mind of the arbitrator, unknown to either of the parties submitting to his decision, will justify the Court in interfering, as where a builder in his contract bound himself to abide by the decision and certificate of the architect, not knowing that the latter, though not guaranteeing, had given the employer an assurance that the building should not cost more than a certain sum, the decision of the architect was considered not to be binding, Kemp v. Rose, 1 Giff. 258.

Irrespective of the Stat. of W. 3, equity will not disturb what has been settled by a competent Court. And it is bound to assume, where the miscarriage alleged is not anything *dehors* the proceedings, but the improper conduct of the arbitrator, that the proper Court will do justice in the matter. Hence, generally, where the case set up is not fraud or other matter entirely *dehors* the matter tried at law, but merely error in the conduct of a cause, including therein error of an arbitrator under an order of reference, if the Court of law has power to correct the error it is not proper for a Court of Chancery to interfere, Harding v. Wickham, 2 Johns. & H. 676, and see Howard v. Warfield, 4 H. & McH. 21; Hemming v. Swinnerton, 2 Phill. 79; Nichols v. Chalie, 14 Ves. Jun. 265; Gwinnett v. Bannister, *ibid.* 530; Nichols v. Roe, 3 Myl. & K. 425.[30]

Time for setting award aside.—The second section of the Stat. W. 3, prescribes the time, within which application is to be made to set aside the award for the causes therein mentioned.[31] After the time has elapsed, no motion to set aside the award for fraud or corruption or for objections appearing on its face can be made, Lowndes v. Lowndes, 1 East, 276. But in Pedley v. Goddard, 7 T. R. 73, a distinction was taken, that if the party in whose favour the award was made applied for an attachment for non-performance, it was competent to the other to enter into legal objections appearing upon the face of the award, even after the period limited by the Statute. The reason of the difference is, that upon a motion for attachment the party would be without remedy if the attachment were granted, notwithstanding the illegality of the award, whereas if the party

[29] Grove v. Swartz, 45 Md. 227.

[30] In B. & O. R. R. Co. v. Canton Co., 70 Md. 405, equity relieved where one of the arbitrators was an interested party and the court held that a lapse of less than five months between the signing of the award and the filing of the bill was not laches under the facts of the case.

[31] See *In re* College of Christ, 3 Q. B. D. 16; Smith v. Parkside Co., 6 Q. B. D. 67; *In re* Oliver, 43 Ch. D. 310.