plicable and proper to be incorporated in our law. But in Shriver v. the State, 9 G. & J. 1, it was decided that it was still in force here.

Effect of award as to transfer of title—What may be subject of reference.—It may be observed that arbitration is properly said to respect only disputes concerning personal goods and personal wrongs, which may be settled by an award as effectually as by the decision of a Court or agreement of parties. But *the property* in goods is not transferred by mere force of an award so as to support an action of trover, the only remedy being to proceed upon the award, unless the other party by some act ratify it in such a way as to amount to an assent on his part to the transfer of the property, Hunter v. Rice, 15 East, 100; Thorpe v. Eyre, 1 A.
617 & E. 926, *acc.;* *though Mr. Dulany's opinion in Drane v. Hodges, 1 H. & McH. 270, seems to the contrary. Formerly, lest land should be aliened by collusion without the assent of the feudal superior, it was held that the title to real estate could not be transferred by an award; at least, things in the realty might be submitted as well as things in the personalty, but they could not be recovered on the award, Marks v. Marriott, 1 Ld. Raym. 114. This appears to be still in some measure the law in Maryland. In Drane v. Hodges, 1 H. & McH. 262, where there was a dispute between two parties as to the boundary of a tract of land, and a submission to arbitration took place, and an award was made thereon, it was held, reversing the judgment below (though without costs, as it seems in accordance with Mr. Dulany's opinion,) that the submission bond and award could not be offered in evidence in an action of trespass *q. c. f.* between the same parties to prove the boundary. The defendant's counsel insisted that they were inadmissible on two grounds: first, that nothing could be admitted in evidence that would maintain a distinct suit, but that a distinct action for a different matter might be brought on the bond, and secondly, that nothing is admissible in evidence which would support an action of a superior nature, and that an action on the arbitration bond was of a superior nature. The plaintiff's counsel replied, first, that a parol agreement or confession of the defendant would have been admissible to fix the boundary, and the act of the arbitrators might be taken to be in lieu of it, and secondly, that the feudal reason above referred to no longer prevailed. Mr. Dulany in his opinion thought the award could not affect the right of freehold, and that it was a mere nullity. He admitted, however, that where there was an award and an acquiescence under it, equity would preserve the possession. But it has been held that though the award cannot have the operation of conveying the land, a defendant may conclude himself by his own agreement, and the award of an arbitrator thereupon, from disputing the title of a plaintiff in ejectment, Doe v. Rosser, 3 East, 15, the reference there having been made in a prior ejectment. So the Court said in Shriver v.

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previous enactments relating to arbitration. The more recent English cases therefore are of little value so far as the construction of the Statute of William the Third is concerned, and few of them have been given in the following notes.