

ties examined in the presence of all.¹⁹ If two arbitrators meet and agree upon the terms of an award, though they afterwards, when it has been drawn up, affix their signatures at different times and different places, it seems not to be good; for the award should have been reduced to writing by the common consent of the arbitrators, and jointly executed by them, on the principle that every judicial act done by several should be completed in the presence of each other, and in the case of arbitrators it is possible that at the last moment one might change his opinion, *In re Beck & Jackson*, 1 C. B. N. S. 695; see *Caton v. McTavish*, 10 G. & J. 192. And what is true of the execution of the award by the arbitrators is true of their appointment of an umpire, *In re Lord*, 5 E. & B. 404; it is a judicial act, and the appointment must be made and signed by the arbitrators at the same time or in each other's presence. So in *Selby v. Gibson*, 1 H. & J. 362 *n.* the original arbitrators after reducing the evidence to writing disagreed and chose a third person, to whom the evidence, so reduced to writing, was delivered, and the award was for this amongst other reasons set aside. It is not, however, necessary for the parties to be present at or have notice of the meeting at which the award is made up and signed; indeed arbitrators, like jurors, have the privilege of consultation in private, *Roloson v. Carson*, 8 Md. 208.

What award should contain.—As to the award itself, the decisions have been so numerous that it is impossible to do more than refer to them in a very general way. It has been decided in a great number of cases, see *Caton v. McTavish*, 10 G. & J. 193; *Roloson v. Carson supra*; *Md. & Del. R. R. Co. v. Porter supra*, &c. that awards are at the present day treated with much more liberality than formerly, and it will be intended that all matters submitted have been decided unless the contrary appear;²⁰ and it will also be intended that there has been no excess of authority, arbitrators, who have power to make a final decision, being considered to act judicially, not ministerially, like an auditor, *to report facts to 626 the Court. On like grounds they are not bound to state the reasons for the conclusion they come to. Indeed it may be considered the fairest course for the arbitrators not to state the grounds for their award, because the party against whom the award is made ought not to have such an advantage, after having taken the chances of an award in his favour; it being held that where there is a submission with power to decide all matters in difference, and an award is made, good upon its face, parol evidence is not admissible to control the terms of the submission, nor the depositions of the arbitrators to show the character of the items of which the award is composed, nor that the arbitrators had decided on a matter adjudicated before the reference, and therefore not within the submission, *State v. Stewart*, 12 G. & J. 456; while, on the other hand, if the award disclose on its face the grounds of the decision of the arbitrators, the Court may, in some instances, as will be noticed hereafter, inquire whether they have committed a mistake, and if they have, may

¹⁹ *Caledonian Ins. Co. v. Traub*, 83 Md. 532.

²⁰ See note 5 *supra*.