

without jurisdiction is not separated from that part of it *which **627** is so made, the award cannot be supported, if the matters awarded are independent and distinct from each other, it is well settled by a number of cases that the award may be good in part and bad in part,²³ if the void part is not of matter necessary to be decided so as to make it final under the submission, or be not the consideration of the thing awarded to be done on the other side, see *Cromwell v. Owings*, 6 H. & J. 10; *Ebert v. Ebert supra*, where a bill, filed by the personal representative of a deceased partner against the survivor to obtain an account and settlement of the partnership business, was referred under the common agreement; the arbitrators awarded amongst other things that the deceased was entitled as tenant in common to a moiety of certain lands, which, as the Court took it, had been purchased and paid for out of the private means of the partners, and thus were not part of the partnership funds, and this matter therefore not having been put in issue by the proceedings, the award as to it was held void, but confirmed as to the residue; see also *Bullitt v. Musgrave*, 3 Gill, 31; *Garritee v. Carter*, 16 Md. 309. So the award must be certain, and if the object of the reference was to obtain title to personal property, and a sum is awarded as purchase money, the articles should appear in the award, and if included under an &c. it is bad, *Bullitt v. Musgrave*. So an award directing an account to be taken, and payments to be made—not saying by whom, within what time, nor on what principles,—is uncertain and bad, *Carter v. Calvert*, 6 Md. 135, and see *Dorsey v. Dorsey*, 11 G. & J. 299; *Walsh v. Gilmor*, 3 H. & J. 383. So an award directing that a sum due by one party should be forthwith paid and accounted for by him, and brought into the trust accounts, has been held too uncertain, *In re Tidswell*, 33 Beav. 213. And where the agreement of reference contained a stipulation that the costs of the reference and award should be in the discretion of the arbitrator, and paid as he should direct, and he awarded that the defendant should pay the plaintiff a certain sum, but made no mention of costs, it was held that the award was bad, for the award of a gross sum would not be taken to include costs, nor was the award good on the ground that the arbitrator, by omitting to give directions about the costs, had disentitled himself to receive anything, *Richardson v. Worsley*, 5 Exch. 613. But an award is good, which professes to be of and concerning the said several premises so referred, which disposes of all the issues, directs the payment of costs and execution of releases, though it says nothing of a cross claim which had been urged, for, from the silence of the arbitrator, it must be intended that he had negated it, *Harrison v. Creswick*, 13 C. B. 399. The award must besides be mutual, and not all to be performed on one side, see *Veale v. Warner*, 1 Wms. Saund. 327 *in notis*. In *Wood v. Adcock*, 7 Exch. 468, a distinction was taken between an award which directs a thing to be done *by* a stranger, and one which directs a thing to be done *to* a stranger; the rule is that an award directing a party to pay money to a stranger is not

²³ But the good part and the bad part must be separable on the face of the award. Extraneous evidence is inadmissible. *Bullock v. Bergman*, 46 Md. 278.