that statute relate. *Lucas* v. *Wilson*, 2 *Burr.* 701; *Lansdale* v. *Littledale*, 2 *Ves. Jun.* 453. Whence it is evident, that an award made on references in a suit in equity has not been regulated by any legislative enactment whatever; yet it has at all times been held by the Courts of common law and equity in England, to be within the regular scope of their powers to pass an order, with the consent of the parties to any suit then depending, referring the matter in controversy to arbitration; and to enforce the award. *Lucas* v. *Wilson*, 2 *Burr.* 701; *Dick* v. *Milligan*, 2 *Ves. Jun.* 24; 2 *Fow. Exch. Pra.* 350.

The reference of cases depending in this Court to arbitration, and the passing of decrees upon awards was common before the Revolution. *Waring* v. *Mullan*, 1771, *Chan. Pro. lib. W. K.*, *No.* 1, *fol.* 6, 28, 48, *&c.*, and has continued to be the practice ever since. Whether there has been any well established and regular course of proceeding, in relation to such references, does not distinctly appear; but, it seems, that if the award be in any respect exceptionable, it may, on motion, and on the fact being sufficiently shewn, be set aside. *Nevan* v. *Pinkney*, 1787, *Chan. Pro. lib. S. H. H.*, *letter B*, *fol.* 6. It is presumed, that this Court would set aside an award returned to it, upon any ground allowed to be taken against an award in a Court of common law; or upon any other ground, on which a bill might be filed between the same parties to have an award vacated. *Goldsmith* v. *Tilly*, 1 *H. & J.* 361; *Harris* v. *Dorsey*, 1 *H. & J.* 416; *Cromwell* v. *Owings*, 6 *H. & J.* 10; *Heuitt* v. *The State*, 6 *H. & J.* 95. But if no objection be made against an award, then, according to a long standing rule and practice, either party may apply for and have a decree passed in conformity to its terms. *Brawner* v. *Gordon*, 17*th March*, 1789, *Chan. Pro. lib. S. H.*, *let. B*, *fol.* 597; *Hardy* v. *Howard*, *MS.* 16*th July*, 1794.

Upon the general principles by which this Court is governed, and by analogy to the express provisions of the Acts of Assembly regulating similar references in actions at common law, a party cannot be permitted to withdraw from or to revoke a reference made by an order of this Court, with the consent of parties, without the sanction and order of this Court itself allowing it to be done. *Crawshay* v. *Collins*, 1 *Swan.* 41; *Harcourt* v. *Ramsbottom*, 1 *Jac. & Walk.* 491. * In this case there has been no such regular and solemn revocation. The award returned ap- **518** pearing to be sufficiently fair and unambiguous upon its face to afford a proper foundation for a decree; *Tillard* v. *Fisher*, 3 *H. & McH.* 118; and the affidavits read in evidence being entirely too loose and contradictory to sustain the allegation of malpractice in the arbitrators; the caveat must therefore be overruled and the award confirmed.