

In this case there has been no such regular and solemn revocation. The award returned appearing to be sufficiently fair and unambiguous upon its face to afford a proper foundation for a decree ;(k) 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.

Whereupon it is *decreed*, conformably to the said award, that the property in the proceedings mentioned situate in Pratt-street in the city of Baltimore be held as the property of *William Shipley jun'r.* and *Isaac Phillips jun'r.* and their legal representatives and assigns, as tenants in common ; and it is further ordered, that the property in the bill mentioned situate in Saratoga-street in the city of Baltimore be held by the said *William Shipley jun'r.*, *Isaac Phillips jun'r.* and *Richard A. Shipley*, their legal representatives and assigns, as tenants in common ; and it is further ordered, that the property on Franklin-street in the bill mentioned be held as the sole and exclusive property of the said *Richard A. Shipley*, his legal representatives and assigns. And it is further ordered, that the said plaintiffs *William Shipley jun'r.* and *Isaac Phillips jun'r.* pay unto the said defendant *Richard A. Shipley* the sum of three hundred and fifty-five dollars and eighty-nine cents, with legal interest thereon from the 31st day of May last until paid. And it is further ordered, that each party pay his own costs to be taxed by the register ; but the costs of the award, as estimated by the arbitrators and endorsed on the back of the award, are hereby rejected as forming no part thereof.

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(k) *Tillard v. Fisher*, 3 H. & McH. 118.