

place of Meeting, examine Witnesses take Oaths of parties
and Decide in the Matter submitted. It frequently happens that
a day betwixt and which final sentence is to be given, with
pardon to the Arbiters to prorogue or prolong the time, for
on one hand a delay is necessary to Justice the Arbitrators
and put things in a Condition to be Determined, and on the
other hand that time ought to be limited, because it would not
be just that it should be in the power either of the Arbitrators
or parties to put off the final Decision for ever. Some doubt
= mission contain an obligation upon the Arbiters to find extim.
= mission betwixt and such a day. Sometimes No day is fixed with
= mission in which the Arbitrators shall give their sentence. A sub-
= mission should bear a Consent to Registration not only of
it self, but also of the Record to follow thereon: for otherwise
Imprinary Diligence & Recovery cannot be raised on such a
Decretal, to force the parties to give obedience 12 March
1707 Know contra Home of Cairns. Because said Arbiters
= mission had under Submission arbiters Guillem Compur had no
jurisdiction, and hath no power to put his Decretal in
Execution. Know wood Prae. Arbiters, but a Charge of for-
= mission on the days upon a Decretal Arbitral ordaining letters
to proceed in form as Effors, was sustained. In respect
that the submission contained a Warranty to Charge on said days
17 January 1706 Lord Pr. median contra Balfour. The parties
must sign the submission, otherwise a sentence thereon will
be null 23 June 1625 Wishart contra Falconer and also
do ordinarily subscribe a Blank on the back thereof to be
filled up by the sentence of the arbiters as an evidence that
the subscribers acquiesce implicitly to their Determination
whenever it be. Which sentence is writ on the back of
the submission, that it may be recorded simul & penult with
the submission. But the signing such a blank by the submit-
ters is not necessary, nor is the want of their Subscription
to such a blank a sufficient ground to annul the sentence
of the Arbiters 7 March 1633 Beattie contra Dundee 12
June 1707 Know contra Home of Cairns. Being, that the
Arbiters sentence be ordinarily adoped upon the submission
in a blank subscribed by the parties; Nothing hinders it
to be writ upon a paper apart, even where the submit-
tion appoints it to be writ on the back thereof 2 March
1636 St. Aller contra St. Affel and it is sufficient that the
Decretal Arbitral be subscribed by the Arbiters. The Arbiters
= mission do also sign the submission with the parties, in
stead of their acceptance; but ought not to subscribe the
blank Indorses, till their sentence be filled up thereon
1 January 1706 Row contra Row. A Submission bearing

the parties and Arbiters in token of their Receipt thereof, was
found to Imply, that the said blank was subscribed by the
Arbiters all the subscribing of the submission and therefore the
Decretal was not necessary to be made upon the submission. A submission
is not duly made, unless the parties and Arbiters in token of their Receipt thereof, was
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parties, and doth not oblige the survivor to the survivor, because
unless it hath been otherwise settled by the Commissioners
L 27 § 1. & de Receipt qui Arbitr. Because the Engage ment of the
Commissioners may have for its Motive, the Composition,
which one of the parties may have for the other; which
Consideration does not pass to their heirs or Executors.
If the Submission appoint a precise time within which
the Arbitrators shall give their final sentence, the submit-
ters and the power which it gives to the Arbiters, shall
end or Determine when the time limited by
the Commissioners is expired, the sentence may be pronounced
L 1 de Receipt. In such the Submission Implies the Arbiters
to prolong the time, and they do so before Expiration of
the day, in which case they stand during the time of the proce-
dure regulated a per long time for Justifying the cause which the
Arbitrators are to Decide, they cannot give their sentence till
the said time is expired L 33 § de Receipt qui Arbitr. et sine
Civile &c. Item 1 part 1. L 14 Sect. 2. Arbitr. 3. Arbitr.
Which 24 Feb. 1665 Mc Grigor contra Mcwrie 23 Feb. 1672
Wallace contra Wallace Gilmoir Decis. 140 Mcwrie Just.
L 4 Feb. 1559. Because, if a Submission Made without any
Definite time to Determine, did not Expire within a Year
it were in the power of the Arbiters to Dissappoint the In-
terest of the parties, by still Delaying to Decide; but
a Submission of all Differences in Counting yearly for
the profits of an office to which two persons had an equal
Interest, made to a third party without any Determined time
is ad found to last so long as their Joint Interest con-
tinued, and the Arbiters chosen could Determine, and to
Intitle their Arbiters to give his sentence always in the
first place before any application to the Judge Ordinary,
it being a Common Statute, no process because the
parties are under Submission. But it was not under
stood as exclusive of the Lords of Session, who if the
Arbiters delay to Determine concerning Differences, would
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