assign or affix him a term for doing it, or if he refuse to do it or his sentence were quarrellable, would take the Matter into their own Consideration 3 feb. 1669 Boswal contra Lindsay of Wormis=toun. Where one by a bond of Submission obliged himself to abide at whatsoever a third person should Decern and Declare anent a Difference the Submitter had with another without any ap=pointed time for the Determination, and the Submission was Sig=ned only by the Submitter, and Not by either the other party or the person Submitted to; a Decreet Signed by the Judge four Years after date of the bond bearing that he had decerned the Next day after the said date and had then Intimated his sentence to the Submitter, was Sustained. Albeit it was pleaded for the Submitter, that Narative in the decreet bearing it to have been pronounced debito tempore, ought not to be Respected; being a Declaration made at a time when the Judge was functus officio suo, and had No power. Which Plea was Rejected, be=cause such bonds and submissions to abide at the Judgement and Declaration of a person Named, who is Limited to No day betwixt and Which he ought to Determine expires not after Year and day; but the Judge may Make his Declaration at any time so long as the party lives, at least at any time before he be Charged by the parties to Decern, and within a Competent Space as the Judge shall think Reasonable after the Charge 25 feb. 1630 Hay of Fourlands contra E. Eglingtoun. Again where a Submission betwixt persons Contained a bond whereby they Impowered the arbiters to De=termine, what proportion of a third persons goods should be=long to each of them, and obliged them to abide at such Deter=mination, and fixed no day betwixt and Which they should De=termine: a Decreet Arbitral pronounced on the said Sub=mission not within a Year from the date thereof, was Sus=tained 14 March 1639 Hepburn contra Hepburn.

Albeit it is free for Arbitrators to Accept or Refuse a Submission made to them: Yet after they have once Accepted fit Necessitatis quod prius erat Voluntatis, they may be forced to Decide by letters of horning issued forth by the Lords ups on a Bill (See Bost Comm. ad tit. ff. de Recept. n. 14) McKinzie Inst. lib. 4 Tit. 3 § 8. In the case of a Submission to One to Determine from time to time upon the Yearly profits of an office belonging to the Sub Mitters Jointly, the Lords assigned a term to Determine any by gone Difference 3 feb. 1669 Boswall contra Lindsay. The parties who have put their Differences in Compromise, Declare their pretensions and prove them as the Method is in a

(a) But by the Canon Law it is ordered that if one of three arbiters Lawfully required to attend do without just cause absent from the meeting, the other two present may in his absence proceed and Determine the affair as effectually as if he were present. Cap. ult. de arbitris in 6. And this is more agreeable to the modern practice. Vo. Voet Comment. ad Tit. ff. de Receptis n. 16. If several Arbiters to whom an affair is compromised differ in opinion, that of the plurality prevails l. 17 § ult. l. 27 § 3 ff. de Receptis qui arbitr.

a court of Justice, by producing writs and Evidences, obser=ving in this the order which they agree on by Mutual Consent or which is Regulated by the Arbitrators l. 1 ff de Recept. qui Arb. l. 14 § 1 C. de Judic. Arbitrators should advertize the parties to give in their Claims hinc inde, which to them are the same as Libels to Judges. But they may give out their decreet, tho Claims be Not given in 15 Decemb. 1631 Kinkaid contra Kin=kaid letters of horning are also granted of course against witnesses, refusing Voluntarly to appear before the Arbi=ters 6 January 1670 Ker of Caverss & Scot Supplicants.

The sentence of the Arbiters, is called a Decreet Arbitral which in England is termed an Award from the French Agarder: be=cause it is Imposed on both parties to be kept and observed. It may be either Indorsed on the Submission in a blank signed by the parties, or be Writ in a paper apart. By the civil Law If there are seve=ral Arbitrators Named by the Compromise, they Cannot give their Decreet, unless they all see the process, and give Judge=ment of it together. And tho the Greater part had given De=creet in the Absence of one who was Named with the others, Yet the sentence would be Null, because the absent person ought to have been one of the Judges, and had he been pre=sent he Might have been able perhaps by his Reasoning, to bring the other Arbitrators over to his Opinion l. 17 § ult. l. 18 ff de Recept. qui Arb. Tho the Decreet of an Ordinary Judge Needs no witnesses to the signing of it: Yet where a Submission was made to a Comittee of the privy Councill appointed to Examine Witnesses, in a process betwixt the Submitters; the Decreet Arbitral of the said Comittee was found Unwarrantable, for being Signed by the Preses only and Not by the plurality 7 July 1708 Paton contra Lieth. A Decreet Arbitral must be Subscribed by the Arbiters before Witnesses, and the Writter and Witnesses must be Named and Designed as in other probative writs, other ways it is Null 8 July 1711 Short contra Hopkin. Because a Decreet Arbitral is a private Writ Containing the Judge=ment and Opinion of Some knowing honest man or Men in a private Capacity, upon which execution passeth not by publick Authority, but by Consent of the Submitters signing a Clause of Registration to be subjoined to the Arbiters Sentence. But a Decreet Arbitral Insert in the blank on the back of a submission was Sustained tho Wanting Witnesses: In Respect it bore to be all written and filled up by the Judge Arbi=ter himself. Nor was it found Necessary for Supporting there