

No 22.
ed, was found
to last during
the lives of
the judges,
and not to ex-
pire within
year and day,
like an ordi-
nary submis-
sion.

serybit by the Pryour.—THE LORDS found; That it expired not, after year and day, as a submission, but that it was an obligation whilk would last during all the days of the judge's lifetimes.

Fol. Dic. v. 1. p. 50. Haddington, MS. No 401.

1563. May 14.

JOHN MACANQUAL *against* GEO. BOSWELL.

No 23.
A submission
is dissolved
by the death
of either of
the parties, or
of the arbiter.

THE arbiters may not be compellit to accept the compromit, because the office of arbitrie, and acceptation thereof, are voluntar.—An compromit not beand acceptit be the arbiteris, it is leafum to the parties to revoke the famin.—Compromit and arbitrie is diffolvit and endit, gif ather of the parties or arbiteris hap-penis to deceis befor the geving of the decrete.

The compromit expires, gif the sentence be not pronouncit in the cause befor the end of the day contenit in the compromit; and the air of him quha is deceist may not be compellit to fulfil or obey the decrete, except special mentioun be made in the compromit of the air. And gif na exprefs mentioun be maid of ony day in the compromit, within the whilk decrete fould be pronouncit and gevin, the compromit is ended and expyrit, gif the arbiteris pronunce not thair decrete within zeir and day efter the dait of the compromit, na prorogation thairof beand maid with consent of the parties.

Balfour, (ARBITRIE.) p. 413.

1610. January 12.

EARL OF LINLITHGOW *against* JOHN HAMILTON of Grange.

No 24.
A submission
cannot be pro-
rogated with-
out the ex-
press consent
of the parties,
and that be-
fore the term
expire.

IN an action of registration of ane decreet-arbitral, pursued by the Earl of Linlithgow against John Hamilton of Grange, it was found, that the decreet-arbitral was null *ipso jure*, because it was not pronounced within the precise time contain- ed in the submission; and that, notwithstanding the submission bore to be pro- nounced with prorogation of days; and that there was a prorogation made by the judges after the term contained in the submission; and that, to supply the parties consent to the prorogation, it was offered to be proven, by the party's oath, that he consented the same should be prorogate. The reason of this decision was, because, according to the party's consent, the judges had not prorogate in due time, viz. *infra tempus compress*:

Kerse, MS. (ARBITER.) fol. 18c.