

No. 85. name ; and a decret-arbitral is not a public deed of that nature, but only a private writ, containing the opinion and judgment of some knowing honest man, or men in a private capacity, concerning the differences of parties referred to him or them ; and execution passeth upon decreets-arbitral, not by public authority, but by consent of the submitters signing a clause of registration to be subjoined to the arbiter's sentence. The L. 1. D. De receptis et his qui Arbitr. is only a counsel or direction to arbiters how to proceed ; for a decret-arbitral could not be reduced for not observing that form of process ; so that there can remain no doubt but decreets-arbitral come under the general of all writs and evidents in the act 1593, or of all probative writs in the act 5, Parl. 3, Ch. 2. Nor is it to the purpose, that decreets-arbitral are not particularly mentioned in the act 1593 ; for dispositions, renunciations, and discharges, (which are unquestionably private rights) are also omitted. The act of regulation 1695 doth indeed hinder decreets-arbitral to be reduced, except for corruption, bribery, or falsehood ; but this is not a decret-arbitral, in so far as it is not duly formed and signed.

*Forbes, p. 515.*

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1711. November 30. The CREDITORS of SPOT Competing.

No. 86.

A printed bond wherein the filler up of the debtor's name and designation, date, and witnesses, was fully designed sustained.

In the ranking of the creditors of Archibald Murray of Spot, the Lords repelled this objection against a printed bond of cautionry granted by Archibald Murray in the year 1697, for Kenneth Urquhart, then collector at Aitoun, to the Earl of Glasgow and other tacksmen of the customs ; that it wanted and could not have the writer's name and designation ; seeing the filler up of the blanks, viz. the debtor's name and designation, date and witnesses, was fully designed, and that is sufficient in printed bonds, which custom hath made legal with us in the public offices of custom and excise, and manufactures, whose affairs are much expedited by having the common stile of their bonds lying by them, and nothing to do but fill up the essential parts as occasion offers ; albeit it was alleged for the Laird of Keir and other creditors, that fraud (which the acts of Parliament designed to obviate) may be committed in printed securities as well as written ones ; and there is no imaginable reason, why a written security without the writer's name is not as good as a printed one without it, or a printed bond without the name of the drawer, as bad as a written one without it ; since both do alike frustrate the design of the law, viz. to ascertain the writer or drawer of the security.

*Forbes, p. 551.*