

1799. *June 25.*

JAMES BUCHANAN *against* MICHAEL MUIRHEAD and Others.

No. 7.

A clause in a contract, constituting a mercantile company for twenty-one years, by which all disputes which should arise among the partners, or their representatives, relating to the affairs of the company, were submitted to the final determination of the chairman, deputy-chairman, and secretary of the Chamber of Commerce of Glasgow, or any two of them for the time being, unless special arbiters should be agreed on, found not to be obligatory.

Fac. Coll.

* * * This case is No. 30. p. 14593. *voce* SOCIETY.

1800. *November 25.* JOHN TAYLOR *against* JOHN GRIEVE.

No. 8.

A SUBMISSION of certain disputes was entered into between Mr. Buchan Hepburn and John Taylor, on the one part, and John Grieve on the other. The submission was also subscribed by Thomas Edington, as cautioner for Grieve.

A submission expires only from the date of the last subscription, even although it should be the subscription, not of one of the principal parties, but of a cautioner.

The submission empowered the arbiter to determine between and or any other period to which he might prorogate the submission.

It was subscribed by the principal parties on the 5th July 1798, and by Edington on the 24th of that month. The parties stated their pleas before the arbiter, who, without having prorogated the submission, pronounced an award on the 15th July 1799, by which he ordained a sum to be paid by Grieve to Taylor.

Taylor having given Grieve a charge on the decree-arbitral, he brought a suspension, in which he pleaded,

An objection to the designation of an instrumentary witness to a submission, found to be removed by homologation.

1st, The decree-arbitral is void, one of the witnesses to the submission being designed son of "William Cadell of Carron Park;" whereas he is the son of John Cadell of Cockenzie; 26th December 1752, Creditors of Graham against Grierson, No. 136. p. 16902. 17th November 1787, Archibald against Marshall, No. 143. p. 16907. 28th November 1787, Douglas, Heron, and Company, against Clerk, No. 144. p. 16908.

2dly, The submission had expired before the date of the decree-arbitral. The principal parties empowered the arbiter to pronounce a decree-arbitral only within a year of the date of their subscriptions, unless he should prorogate the

No. 8. submission, which he did not do. It is of no consequence that the award is within a year of the date of the cautioner's subscription.

The Lord Ordinary, " in respect the decree-arbitral proceeding upon a submission, empowering the arbiter to determine between and
 " was pronounced upon the 15th day of July 1799, which is within
 " a year of the last subscription, being that of Thomas Edington, bearing date
 " upon the 24th July 1798, found, That the submission was not expired at the
 " date of the decree-arbitral: Found, That any objection competent to the de-
 " signation of one of the witnesses to the subscription of the said Thomas
 " Edington, was passed from by the after appearance of the suspender before
 " the arbiter."

A reclaiming petition for Grieve was (3d July 1800) unanimously refused, without answers*.

Lord Ordinary, *Hermann.*
 Clerk, *Menzies.*

For the Charger, *Reddie.*

Adv. *Arth. Campbell.*

R. D.

Fac. Coll. No. 148. p. 456.

* This case was again brought before the court on the date of the report, but on a point which was of no general importance.