

The petition was appointed to be seen ; but the question was afterwards settled by the parties.

No 50.

Kilkerran, (ARBITRATION.) No 5. p. 34.

1783. June 20. GEORGE ROBERTSON *against* ALEXANDER RAMSAY.

ALEXANDER RAMSAY being charged on a decreet-arbitral, decerning him to pay L. 130 Scots to George Robertson ; in a bill of suspension,

Pleaded: Before pronouncing this award, the arbiters had given a judgment, finding the suspender liable only in L. 3 Sterling, which had been signed by them, and delivered to the clerk of the submission. In this manner their authority was at an end, and the rights of the parties unalterably ascertained.

Answered: Till an award has been delivered to the parties, or put upon record; it may be revised, or altered by the arbiters, in the same manner as the interlocutor of a judge, before it is put into the process. The clerk in a submission being the servant of the arbiters, his possession of the signed award in this case was of no greater effect than that of the arbiters themselves.

THE LORDS 'found the letters orderly proceeded, and expences due.' (*See WRIT. Delivery in what case necessary.*)

Lord Ordinary, *Braxfield.* Aâ. *Châ. Hay.* Alt. *Sir John Ramsay.* Clerk, *Menzies.*
Craigie. *Fac. Col. No 108. p. 171.*

1787. January 31.

WILLIAM DREW and PATRICK M'MILLAN, *against* DAVID MANSON.

DREW and M'Millan instituted against Manson a reduction of a decreet-arbitral, on this ground, That it was written on the same sheet of paper with the submission, and not on a separate sheet of stamped paper, in terms of the statute 23d Geo. III. c. 58. which enacts, 'That for every piece of vellum or parchment, or sheet or piece of paper, upon which shall be ingrossed, written or printed, any award, there shall be charged a stamp-duty of five shillings.'

Pleaded for the defender: *imo,* A decreet-arbitral in the Scotch form is not comprehended under the word 'Award,' which is an expression peculiar to the law of England; and therefore, though the thing signified were the same in both countries, still the statute would not reach beyond the proper acceptation of the term. This strict limitation has accordingly obtained in practice with respect to the other stamp-acts. But, *2do,* As the submission is written on paper paying the requisite duty; and as both submission and decreet-arbitral constitute one individual contract, the latter has been properly ingrossed on the same paper with the former; and there is no ground for the objection as to the stamp-duty.

No 51.

The award, though signed by the arbiters, and delivered to their clerk, may be altered by them.

No 52.

Both submission and decreet-arbitral may be lawfully written on the same sheet of stamped paper.

No 52.

Answered: 1mo, The word 'Award' is an expression used by the writers on the law of Scotland as synonymous with that of decreet-arbitral. *2do,* The contract by which parties submit to the decision of an arbiter, and the decree pronounced by the arbiter, are things evidently distinct and separate from each other; and the writing of two different deeds on the same sheet of stamped paper is a direct transgression of the law.

THE LORD ORDINARY found, 'That the deed in question is not duly stamped and therefore reduced in terms of the libel.'

A reclaiming petition against this judgment having, with answers, been advised by the Court, it was

Observed on the Bench: Submissions and decreets-arbitral forming together the essential contract of the parties, have been usually written on the same sheet of paper. Nor do the late statutes appear to introduce any change in this matter.

THE LORDS therefore altered the Lord Ordinary's interlocutor, and repelled the above mentioned reason of reduction. (*See WRIT.*)

Lord Ordinary, *Hailes.* Aft. *M'Gormick.* Alt. *Dean of Faculty.* Clerk, *Sinclair.*
Fol. Dic. v. 3. p. 36. Fac. Col. No 302. p. 466.

Stewart.

Overfman.

1561. *March 29.* ALEXANDER PATERSON *against* DAVID CHIESLAW.

No 53.

ANE decrete-arbitral gevin be the maist part, or be the half of the arbitris, with the overfman, is sufficient and valzieable. Albeit the arbitris gevaris thairof, be thay quha wer chofin for the ane part allendarlie, and the arbitris electit for the uther part, wer not present at the geving of the said decrete; for it is sufficient, gif they wer present at the time of the compromit, and acceptit the famin on thame.

Balfour, (ARBITRIE.) p. 413.

1562. *May 4.* JAMES WILKIE *against* MARGARET MAVER.

No 54.

DECRETE-ARBITRAL may be gevin and pronouncit be the oversman allanerie, gif the parties, efter the making of the compromit, consent and aggre thairto.

Balfour, (ARBITRIE.) p. 413.