thereof, to prove otherways that it was so Ex graph 9 Decemb. 1635 C. Ro thes contra Lesly. A Decreet Arbitrall should Run in the very terms of the Submission, with Respect to the persons, and things Submitted. The Arbitrators can Judge of Nothing else besides that which is Submitted to their Judgement by the Compromise, and they must Observe the Conditions which are there prescribed, and if they Judge otherwaies their Sentence is Null, l. 32 § 15. ff de Recept. Arbitr. Vires Compromissi. A Decreet Arbitral was not Understood to be Ultra Vires Compromissi upon this Head, that the parties who had Submitted their Differences concerning a certain estate were Decerned to grant General Discharges of all Actions or Claims Competent to Each other: because the General Discharge was Understood to Extend no farther than the particulars which Concerned the said Estate, 13 July 1714 Erskein contra Lady Mary Cochran. As in other cases a General Subjected to particulars is not Understood to extend to things of Another Kind than those Particulars to which it is subjoined. Nor yet was the said Decreet found to be Ultra Vires upon this Head, that one of the parties who had taken Burden upon Him not only for himself but also for the Rest of the Creditors upon the said estate in so far as they might come within the price, and had not as yet Required in the whole Debts, was Decerned to Ratify the others rights, and not to quarrel the same upon any titles Required or to be Required: because these future rights Decerned to be Communicated were Understood to be such rights only as fell within the price of the said estate. Eodem die inter Eosdem. Arbitrators were found to have determined the Subject point by point in Law, according to the terms of the Submission, as the it they had not Engrossed in their Decreet a special Interlocutor upon every point: they not having determined by Slump and Arbitrarly, but upon a full Cognition and hearing of every point, Eodem die inter Eosdem. For where even a Judge or Arbiter prefers one right, that Implies a sustaining the Allegations for it, and Repelling those made against it, as much as if every one of them had a special Inter locutor. An Arbiter Going Beyond his power does not Annull what he Determined within his power 20 March 1630 Stark contra Plumb. 24 Decemb. 1702 Hamilton contra Crawford. Cum Vile per Inutile non Vitiatur. A Decreet Arbitral should put a final end to the Controversie

Controversie. A Submission Simply General Requires a total Decreet. A Decreet upon a Submission wherein both parties Claims kine inde against others were Submitted was found Null: for that the Arbiters gave sentence only upon the Claim of One of the parties, and Remitted the other parties Claim to the Judge Ordinary, 11 June 1625 Falconer contra Wishart where as they ought to have Determined upon both Claims. Seeing the Design of a Submission is that all Debates and Controversies betwixt the parties be taken away, in Consequence whereof they are frequently Induced to make Large Concessions, neither Inter locutors or Concessions or Minutes before Arbiters are probative or binding, Unless a Decreet Arbitral proceed thereon 30 Novemb. 1709 Sechan contra Bothwel. But an Oath of party Emitted before Arbiters was found probative of a Sum of Compensation therein Acknowledged, to Meet a Debt Charged for by the Deponents adversary: Albeit the Submission broke up without taking effect 2 January 1703 Wright & Kinloch contra Lindsay. Because the the Oath taken by the Arbiters were Not probative as an Oath, it is a sufficiently probative Acknowledgement of the Debt, being Sworne by the Deponent and Arbiters who were as good as Witnesses and such an Oath was Sustained to prove contra Deponentem as well as against the Deponent, tho no Decreet followed upon the Submission 30 Novemb. 1709 Sechan contra Bothwel. Because of the Sacredness of an Oath. Tho there seemed to be a Difference betwixt the effect of an Oath of party and that of Oaths of Witnesses taken before Arbiters in case the Submission break up. Where a Submission is both General and Special, a decreet upon the Special Article is Valid, tho Nothing be done Upon the General: As a decreet upon one head of an Articulate libel would subsist, tho the rest be undetermined. Because Vile per Inutile non Vitiatur. If any Article particularly Specified in a Submission to be Determined by the Arbiters is not Decided, but Referred to the Decision of Others, the Decreet is Null, Unless the Submission Impowered the Arbiters to Refer the same to others: for otherwise they cannot Delegate their Decisive power to another l. 32. § 16. ff de Recept. qui Arbitr. l. 9 § 1 l. 25 pr. ff Eod. But a Decreet Arbitral upon a Submission Containing some special Controversies and General Compromise determining the Special Articles, was Sustained, the one Article that fell under the General Submission was Remitted to the Judgement of two Lawyers, where the party Interested Renounced any Benefit by that Article