

in Scotland. 2<sup>d</sup> Whether Pursuits upon Forin Writs or Securities may be maintained or aided by Exceptions qualified and to be tried and proved according to our Law, or according to the Custom or Law of the Place where such Writs or Securities were made.

Tit. I.

How and in what Cases Forin Writs or Securities may or may not, produce Action or Execution in Scotland.

A Deed made in England or in any foreign Country, which, by its own Nature, is *modus habilis* to convey any Right or Estate belonging to the Grantor in Scotland, will, if solemnly according to the Law of the Place where it is made, produce Action or Execution in the Courts of Scotland. Thus a Warranty subscribed in Holland by one Notary for the Party according to the Dutch Form, was sustained here 11 January 1676 Paton and Alderman contra Pitcairn and her spouse. An Assignment made there according to the Custom of the Place by way of Instrument under the Hand of a Notary who retained the Warrant signed by the Parties, was also sustained here 28 November 1676 Set contra Fish observed by Dirlston. An English double Bond granted by two jointly to one was sustained to make the obligator first expressed understood to be the principal Debtor, and the other as his Surety or Cautioner, if it obtained so by the Law of England 18 January 1676 Cunningham contra Brown. A Writ made in Ireland wherein the Witnesses were not designed, was sustained. In respect a Writ is effectual by the Law of Ireland, if subscribed sealed and delivered before Witnesses, tho' these Witnesses be not designed 1 Feb. 1665 Ephingston contra L. Rollo Earl of Roderic. Indentures made according to the Forms and Laws of England, were sustained as the Title and Foundation of an Action to claim a Succession of Heretage or real Rights in Scotland, and to quarrel Deeds in Prejudice thereof 15 July 1706 Colonel Cunningham contra Lady Semple. A Bond for a great Sum made in France by a Scottish Man to a French Man after the French Form, was sustained as a Title to adjudge the grantor's Estate in Scotland 5 July 1679 Master of Salton contra L. Salton. Assignment to a Bond made in Germany by one Scottish Man to another (11 Decemb. 1627 Falconer contra Heirs of Beatie) or in France by a French Man to a Scottish Man (18 Feb. 1630 Harper contra Jaffory) according to the Custom of the Place, was allowed as a sufficient Ground of Action in Scotland. A written Testament made in any foreign Part according to the Solemnities of the Place, would convey Right

to Movables in Scotland belonging to the Testator. In Act of Curatory in another Nation appointing Curators to all such Men residing there, after the King's and form of the Statute sustained in substance the same. Writs or Pursuits in Scotland for recovery of their effects here 12 November 1676. Writs or Pursuits in England according to the Law of that Nation, is effectual to produce Action in Scotland. But in some Cases it appears that Judgment and Execution was not made in Scotland 14 Feb. 1721 Junquet vs Pine Taylor contra Executors of L. Semple. See Register of all is, 16. Benefit of capie amovetur. Retraint Men of Forin. Writs which cannot be supported in any Court here, if they concern the Formality of Writs in other Places. As Writs of Redhibition of a Deed made in England or elsewhere according to the Custom of the Place, are sufficient to bind a Man in Scotland, for recovering the price thereof, or affecting his Estate hereafter or more, under a Deed or Writ made by a Person abroad, whether a Merchant or a Stranger according to the Law and Statute of that Place to conveying or disposing of his Estate or Means in Scotland, no discussion of the Law of the Place where the Writ is made, will be sufficient as relates to Scotland. And if some Rule holds in other Places so. Vot. Pract. de Statutis. sub. Tit. ff. de constil. priv. c. 13. Except in England. Where Contracts or Bonds for borrowed Money, are made so formally according to the Law of Scotland, are not sustained unless they be executed in the same Manner that the Law of England requires. But a Bond in the Scotch Style bearing a Clause of Registration in Scotland, was granted in England, found null by the Law of Scotland, for that the Witnesses therein were not designed 14 Feb. 1721 Junquet vs Pine contra Executors of L. Semple. A Forin Deed, which by the Nature of it, is not habile to convey such Interest belonging to the Grantor in Scotland the effectual by the Law of the Place where it is made, would not be sustained here. Thus a nuptial Testament made and confirmed in England according to the Law there where the Testator died, was found null in Scotland, and the Law there where the Testator died, was preferred to the Exec and universal nearest of Kin decreed Executors there, preferred to the Exec and universal Legatory named in England 19 January 1665 Sibau contra Lewens. Because nuptial Testaments are not allowed in Scotland, nor verbal Legacies beyond a 100 Pounds. Nor were heretable Bonds due in Scotland found effectually conveyed by the Creditor's Testament made in Holland or England where he died; tho' by the Law of that Place, heretage might be

Bequeathed