bequeathed in Testament: Seeing that is disallowed by the Law of Scot-land, which must regulate Succession here 9 December 1623 Colquhoun Henderson's Bairns contra Debtors 3 July 1634 Melvil contra Drummond

Tit: 2.

Whither Pursuits upon forein Writs or Securities are to be maintained or elided by Exceptions qualified and to be tried and proved according to our Law, or according to the Custom and Laws of the Place where such Writs or Securities were made?

Sir John Nisbet (Doubts and Questions of Law Tit. Strangers Debts) says, the Law of Scotland would rule quoad ordinatoria, that is the Form of Process, and the English or forein Law of the Place where the Obligation was granted quoad decisoria: V. g. Payment would be sustained probable by Witnesses conform to the Law there, tho' disagreeable to the Law of Scot-land. For albeit our Judges are not presumed nor obliged to know any other Law than our own and the Civil Law; the Law of the forein Place where the Obligation was granted may be known by sending a Commission to the Judges there. Thus Payment of a Bond made in England or Ireland after the English or Irish Form by an English Man or Scottish Man residing in Scotland or by one Scottish Man to another dwelling in England or Ireland was found probable by Witnesses according to the Law of England or Ire-land 15 & 16 Novemb. 1626 Galbraith contra Cunninghame 28 June 1666 McMorland contra Melvil. And where a Contract of Marriage made after the English Form in England where the Parties dwelt for the Time, con-tained an Obligation to give to the Wife a Jointure or conjunct Fee conform to the Laws of Scotland; an Exception that the Tocher promised was not paid at the first Term when sought, founded on the Custom and Laws of England, was, in an Action for the Jointure moved before the Court of Session, sustained relevant to assoilzie from Payment thereof, albeit the Join-ture, if the Obligation for it had been effectual, was to have been secured accor-ding to the Laws of Scotland 27 July 1638 Gordon contra Worlie. The Law of the Place regulates Action arising not only from Contracts, but also from quasi Contracts, that is Obligations inferred by Facts or Deeds. So a Scottish Man having unwarrantably medled in England with the Effects of his Brother ~~in England~~ a Merchant Traveller who died there: Action for restoring

these

these [illegible] Six Years [illegible] conform to [illegible] Statute of [illegible] 21 Jac. I. cap. 16. § 3. [illegible] July 1717 William [illegible] contra Janet Wright. [illegible] Debt [illegible] and pursued in Scotland [illegible] to the [illegible] of Limitation where Payment was [illegible] Glasgow and his Creditor James [illegible] in Scotland ought [illegible] Prescription [illegible] However [illegible] When [illegible] Obliga-tion to perform in a certain place [illegible] to subject himself to the Law of that Place with respect [illegible] Thus an Irish [illegible] Bond [illegible] Scotland, was restricted to the [illegible] remedy there-of conform to the Law of Scotland [illegible] upon Pay-ment thereof to discharge the Bond [illegible] Provi-sion [illegible] Law of Scotland 25 January 1710 [illegible] Pay-ment of a Bond [illegible] Scottish [illegible] Man to an English Man was found [illegible] Scripto vel Juramen-to according to the Law of Scotland, and not by Witnesses [illegible] in Eng-land 9 Decemb 1664 Scot contra Henderson [illegible] Willox [illegible] a Person residing in Poland animo morandi, having died there, his near-est of Kin were not allowed to pursue for any Debt owing to him by Scottish men or Goods or Estate [illegible] belonging to him in Scotland without establishing in their persons a Right to such Debt or Goods according to the Law of Scotland [illegible] Confirmation if Movable, or by Service if heretable. Albeit by the Law of the Place where he died, his nearest of Kin had Right to [illegible] Debts or Goods belonging to him without Confirmation, Forbes Decis. 21. Stair Decis. 18 July 1666 Brown and Duff contra Bizet.