

Contractus Judiciorum

But the Lords of Session frequently advocate causes from the Judge Admiral as not being Maritime to which his jurisdiction is restricted. Thus a protest before the Admiral at the instance of the Conservator of the Scottish privileges at Campsie against a factor abroad for Money Expended in negotiating his affairs in Holland, was Advocated in June as not being Maritime 28 June 1705 Kennedy contra Gordon. The Admiral is incompetent to Judge in an Exhibition of bonds Granted to a factor in Scotland for the price of Goods sent to him from abroad to be sold here as not being a passing Cause 28 March 1707 Grahams contra Piper. Because the Nature of a Contract is to be judged from the place in which it is to receive Execution.

The Lords of Session may also suspend and Revoke Decrets of the Admiral: but his Decrets can only be suspended by the whole Lords in term time, and three in the Vacation; and such suspension must be decided summarily. In which case if the suspension is found to have been unjustly procured, the Judge of Admiralty may upon Application of the parties Aggrieved, give them Damages over and above the Expenses of pleading as ordered by the Lords of Session Act 16 Parl. 3 Ch. 2.

The Judge of the high Court of Admiralty may cause Parties find Caution both Jure Juris to Judicium facti, for Comparance and performance, 16 November 1636 Stewart contra Good. But an Admirals Decree being turned into a Libel, the pursuer existing before the Lords of Session langran in libello Against the Representatives of the former Defendant upon the passive titles, the said Representatives was not obliged to find Caution in Jure Juris, as is done before the Admiral, 14 Feb. 1710 Lord Ross contra Houston.

The Judge of this High court of Admiralty may not only Revoke Decrets of Inferior Admirals, but also may, what no other Ordinary Court of law can do, Review his own, Act 16 Parl. 3 Ch. 2. The Reason for allowing him to Review his own Decrets is, because these are often summarily pronounced for not finding Caution; and it were hard that the party so Decreed against should not have the benefit of answering for himself upon an offer of Surety.

He allows probation sometimes before Answer to the Plea

Alloquency. But ought not to do it in process of the Judication of Ship or as prize, for clearing who was the owner 12 June 1673 Gilbert contra Owners of the Bounder. 17 December 1673 Stewart contra owner of the seal fish.

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Sect. 3. Of Sheriffs and Bailiffs of Royalty and their Courts.

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