

there is the same reason this should hold in facts or deeds, by which obligations are inferred, in law called *quasi contractus*, seeing it is the place where the obligation arises, whatever way contracted, that regulates the matter; and therefore, there is no ground of disparity, though Richard afterwards came home and died in Scotland. The ground of the obligation arose in England; and the statute is not founded upon any personal consideration, has no relation to the person, but to the place alone, where the obligation arises, whether flowing from a true or *quasi* contract. It is of no moment, that Scotsmen may be pursued in Scotland, for delinquencies committed abroad, and that according to the Scots law. Denizens of a country, are still subjected to the criminal laws of their country, wherever they are; but in matter of civil obligations and contracts, nations have gone into this expediency, that the laws of the place where they arise, should regulate their form and matter; and here the action is plainly a civil action for restitution, without any adjected penalty.

No 59.

'THE LORDS found the English prescription took place.'

Act. Sir Ja. Nasmyth.

Alt. Sir Wal. Pringle.

Fol. Dic. v. 1. p. 321. Rem. Dec. v. 1. No 8. p. 16.

1732. July 25. ROGERS against CATHCART and KER.

A SUPERCARGO having borrowed money in Virginia, drew bill on his constituents for the same. In a pursuit upon this bill, after it had lien over for six years, the question occurred, whether the act of limitation comprehending bills, should be the rule, or if the question of prescription should be regulated by the laws of Scotland, the bill being drawn upon Scotsmen residing in Scotland, and payable there. THE LORDS repelled the prescription, and found the law of Scotland must be the rule. See APPENDIX.

No 60.

Fol. Dic. v. 1. p. 322.

1731 November. ASSIGNEES of THOMAS FULKS against AIKENHEAD.

IN a pursuit for an account of drugs furnished from year to year by a druggist at London, to an apothecary at Edinburgh, the LORDS repelled the defence of the triennial prescription, and found that the matter must be regulated by the act of limitation in England, being the *locus contractus*, and not by the act concerning prescription of accmpts made in Scotland. See APPENDIX.

No 61.

Fol. Dic. v. 1. p. 322.