a forfeiture. The Lyon was not inclined to carry the law to its utmost rigour, for he neglected to force matriculation. Would it not be strange that his neglect should imply a forfeiture? If immemorial possession is not sufficient here, I know not what can be sufficient? Independent of possession, which implies a grant from the Crown, Mr Murray, as a baron, has right to carry ensigns-armorial: I will therefore presume his right. There is no doubt that, in 1672, the Lyon would have been bound to matriculate this very coat-armorial. Possession, for an additional century, cannot make the right of Mr Murray worse. As to the register, it is of no authority, for it is no complete record. As to the extent of the fees, I have doubts. The Act of Parliament indeed is express, but *practice* may have departed from that rule: the fees however must not be arbitrary.

On the 4th December 1776, "The Lords, in substance, assoilyied Mr Murray;" adhering to Lord Hailes's interlocutor, (*vide* printed papers,) but remitted to Ordinary as to the article of the extent of fees. 20th December 1776, "adhered."

Act. J. Boswell, A. Murray. *Alt.* D. Rae.

1775, *February* 4, and 1776, *December* 10. Dr ALEXANDER JOHNSTONE *against* THE EXECUTORS of JAMES CRAWFORD.

ARBITRATION—FOREIGN.

A foreign Decree-arbitral can be made effectual in Scotland, and is not reducible on account of iniquity or informality.

[*Fac. Coll., VII.* 327; *App. I. Arbitration, No.* 4.]

COALSTON. It is plain, from the opinion produced, that in Holland decreets-arbitral may be reduced, upon iniquity, within a limited time. If we lay hold of the law of Holland in order to set aside decreets-arbitral, we must take it in all its parts, and with its short prescription. But I see that from the general rule there is an exception of minority.

KAIMES. I doubt whether there is any thing here to stop execution. The money must be paid, upon caution.

PRESIDENT. If the decreet-arbitral can be opened, we are not bound to observe all the forms of the courts in Holland. Why should we give more force to this decree than to the decree of any foreign court?

KENNET. I formerly considered this not as a decree but as a contract. That difficulty is now removed. I do not see the necessity of giving way to the forms of Holland in finding caution.

GARDENSTON. That is, we will take no more of the law of Holland than we like. I think that the allowing of execution, upon caution found, is judicious.

KAIMES. A decree of a foreign court is with us no more than a judgment, which may be supported upon equity; but there is a difference between a *de-*

creet and a *contract*, which is *juris gentium*. The law of Holland says that you are relieved in so far as to allow a challenge, upon finding caution.

On the 8th February 1775, " The Lords found, That the decreet-arbitral is challengeable, but must, in the meantime, be carried into execution, Dr Johnstone finding caution."

Act. J. Boswell. *Alt.* A. Murray.

Reporter, Gardenston.

1776. *December* 18.—In this case the Lord Gardenston, Ordinary, " Having considered the whole proceedings in this cause, particularly the remit from the Lords, the additional case, and opinion thereon of Dutch counsel, assoilyied the defender."

On the 10th December 1776, " The Lords assoilyied" in general, waiving the general point, whether this cause ought to be tried by the law of Holland. As to that, Monboddo and President expressed their doubts. I have made this memorandum for preventing any mistake.

Act. A. Murray. *Alt.* J. Boswell.

1776. *December* 13. JAMES SCOT of SCALLOWAY *against* JOHN BRUCE STEWART.

SASINE.

A Sasine taken, not on the Lands, in consequence of a Dispensation from a Subject-superior, found null.

[*Fac. Coll. VII.* 355; *Dict. App. I. Sasine, No. II.*]

THIS case was reported by Mr Robert M'Queen of Braxfield, Lord Probationer, who thus delivered his opinion as to the objection to the title of the pursuer:—An adjudication, on which charter and sasine have followed, is certainly subject to negative prescription. When a court of law adjudges an estate, there is still a right of property remaining in the debtor. Hence, in a ranking and sale, if there is any reversion, the heir of the debtor must make up titles to it by a special service. But here prescription is not competent to be pleaded by the respondent. It is *jus tertii* for a competitor to plead it; for he is not in the right of the person against whom the adjudication was led. The first question, as to the validity of the exclusive title, is of great importance. I am clear that the exception in the statute 1617 is no bar: the statute relates to negative prescription only. As long as a person possesses on a right bearing a reversion *in grœmio*, his possession is that of the reverser; and the reverser's right must be saved from a negative prescription. But it is not possible to suppose that the statute meant to hinder a man from acquiring a right which he had not before. A right *a non domino*, after the years of prescription, is as valid as a right *a vero domino*. There is a legal presumption introduced that all rights were conveyed, as in the case of *Elliot of Arkleton*