

No 30. suspension. And, *2dly*, The debt pursued for was contracted in England; the goods were there furnished, and the price was there payable, to an Englishman residing in England; and therefore a title sufficient in England ought to be sustained here. Besides, the suspender's letter of the 26th February 1756, in return to Mr Pott's, contained not only an acknowledgement of the debt, but a positive engagement to pay Fletcher's executor, which was a sufficient homologation of Mr Pott's title.

THE LORDS found the letters orderly proceeded, and expenses due; but ordained the charger to confirm before extract.

Act. *Rae.*

Alt. *Hamilton-Gordon.*

*D. R.*

*Fac. Col. No 203. p. 364.*

1783. *January 31.*

Ranking of the CREDITORS of the YORK-BUILDINGS COMPANY.

No 31.

Contracts executed according to the solemnities of the *lex loci*, are effectual in Scotland.

So early as the year 1727, the Company of Undertakers for raising Thames water in York-buildings, which had been incorporated by an act of William and Mary, was obliged to raise money upon annuities, which were secured on its landed property in England and Scotland, and, together with other real incumbrances, exhausted altogether its annual income till about the year 1777.

During this period, and for some time before, the Company had issued a variety of bonds conceived in the English form, which had been transmitted by the original creditors by indorsements, frequently blank in the name of the indorsees, and had been made at different times the foundation of processes of adjudication and other diligence against the Company's estates.

In the year 1777, an act of Parliament for selling the estates belonging to the Company was obtained, and a ranking of the creditors ensued; in which the following objections were stated by the common agent:

*First*, That the grounds of debt were defective in the solemnities required by the law of Scotland.

*Second*, That the bonds of the Company could not be transferred from one creditor to another by indorsation.

*Third*, That blank indorsations of these bonds fell under the statute 169 concerning blank writs.

These objections being urged against contracts, which were valid according to the law of that country where they had been entered into, were disregarded by the Court.

Reporter, *Lord Monboddo.*  
*Blair, Buchan-Hepburn, Elphinston.*  
Clerk, *Colquhoun.*

For the Common Agent, *Lord Advocate, (Dundas),*  
For the Other Creditors, *Ilay Campbell, Wight.*

*Fol. Dic. v. 3. p. 221. Fac. Col. No 85. p. 132.*