

June 1712 Wright and Dintoch contra Wright. 4^o Bonds granted
 parents to their children are also effectual without Delivery. 11. Vol. 1
 1624 Barron of Wallingford contra their elder Brothers. 11.
 a Father may lawfully Administrator to his Children, is understood
 to keep for them. 11. Assignation to a Bond granted by a Father
 to his Bastard Son was sustained good without Delivery 25. 11.
 1663. Netherhead contra Netherhead. Such Bonds granted in
 person will affect the Heir as any other Debt, tho' the grant
 being made in his Custody might have been in or destroyed. 11. 11.
 grants or Dealings will affect only the Dead's Part at least as
 affected the Part of the Heir or Relict. Stewart Answer to Direct. Duode
 Tit. Bonds of Provision to Children. A Statute made by a Father in
 favour of his Children, made by him till his Death undelivered, was
 sustained as effectual, tho' it bore no Clause dispensing with Delivery 26.
 July 1677. Livingston contra Sturgeson and her Husband. An Assignation
 by a Father to his Son even post mortem, was effectual, tho' never deliv.
 in the Decedent's Lifetime 16. December 1712. Monro contra Vair. Monro
 put in a Competition betwixt Children in familia and the Father's
 Creditors. Bonds granted to the Creditors will be preferred to Bonds of Pro
 vision in favour of the Children, tho' bearing Dates anterior to the Cre
 ditor's Bonds; unless it be proved that these Bonds were also delivered
 before the Creditors got theirs: Seeing otherwise, Men might easily re
 fraud their Creditors, by making large Bonds of Provision to their Heirs
 which they may keep by them. However Delivery of Bonds taken
 by Parents from their Heirs in the Names of their Children, or
 Bonds wherein Children are substituted to them, is presumed, tho' it
 not being latent, not known to the Debtors. Stat. Lib. 1. Tit. 7. §. 14 Vers.
 Delivery of Bonds of Provision. *Id.* supra Pag. 5^o. Albeit where
 a Bond is taken in an unconcerned third Party's Name, the Procurer
 of the Bond is still Master of it, and it may be affected for his Debt, so
 long as it is undelivered to the Person in whose Name it is taken as a
 presumed Trust: Yet an Assignation or Bond taken by a Debtor in
 Name of his Creditor, was found effectual without Delivery to that Creditor,
 seeing it was not presumed to be so taken in Trust for the Procurer of the
 Bond, but for the Creditor's own Satisfaction or Security, who might
 have forced the Debtor, to deliver and exhibit it to him 12 June 1677 Bairn
 contra McMillan. 18 January 1677 Dick contra Oliphant 29 Feb. 1680
 McLurg contra Blackwood. But where the Bond was taken to, and
 Arrestment used by the Procurer or Creditors in the Hands of the Debtor
 therein before the Procurer had filled up the Blank with the Name of
 his other Creditor, or delivered the Bond to him, the Arrestment were preferred

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Having thus far explained the Nature and essential Obligations
 of Writs; it may not seem improper in the next place to consider what
 regard is had in Scotland, to Writs made in England or in any foreign
 Country.

Chap. 3.

What regard is had in Scotland to Writs made in
 England or in any foreign Country, according to the
 Law of the Place, when different from our Laws.

In Order to know what Effect foreign Writs are allowed to
 have in Actions of Law in Scotland, two Things occur to be considered
 viz. 1^o How foreign Writs or Decretals may produce Action or Exception
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