in the Roman Law Supellex: which is domesticum patris familias instru-
=mentum rerum ad quotidianum usum paratarum. Uncattled Cloth is not rec-
=koned a Part of household Plenishing 8 & 23 July 1706 Lady Rankeillor con-
=tra Lady Aytoun. Because it is not formed to any particular Use, but appro-
=priate to many Uses or to Sale. one Lead a House with his Cloaths and Household goods and also a House-
=hold Seaman abroad with a great number of Beds Sheets and Household Stuff, and by

Ships or Shares thereof 18 July 1677 Monteith contra Murray, the Built are m-
=tended for yearly Profits Stewart Ibid. Tit. Mobilia navalia and Tit. Ships. Bay
of Money Bonds or Tickets not bearing Annuelrent, heretable Bonds with Precept
of Seisin before the Term of Payment are simply moveable. An heretable
Sum is reckoned moveable, if the Creditor die before the Term of Payment because
by accepting a Term to the Payment he declares his Inclination to uplift the
Money, whose animus hath always a strong Influence in determining what is
heretable and what moveable: but when he survives the Term without calling for the
Sum he is understood to trust it in the Debtors Hand upon the Security given for
it, to take Effect according to the Nature of it. Thus when the Debtor in an he-
=retable Bond having a Clause of Infeftment died before the Term of Pay-
=ment, and the Debt was afterwards paid by his Heirs; the Bond was found to be
moveable and Action of Relief thereon sustained to the Heir, against the Debtors
Executor out of the Moveables. Albeit it was pleaded for the Executor, that the
Rule concerning heretable Sums being moveable before the Term of Payment
holds as to Bonds not simply heretable, but in a certain Respect as personall Bonds
bearing Annuelrent, which are heretable only as to the Fisk and Relict. As a
Bond excluding Executors, the moveable sua natura, goes to the Heir even when
the Creditor dies before the Term of Payment: so an heretable Bond which of
its own Nature, and by the Granters explicite Design in the Precept of Sasine
becomes a Charge upon the Heretage, without Regard to the Time of the Debtors
Death, whatever Influence the Creditors decease before the Term of Payment
might have in determining the Right of Succession to the Sum. Nay even
in the Case of a Creditors dying before the Term of Payment of an heretable
Bond, his Heir only could serve and obtain himself infeft in the Lands for
Security of the Sum, and so must have Right to the Debt itself. In Respect
it was answered. If before the Year 1691 Bonds bearing Annuelrent were he-
=retable, and yet remained moveable until the Term of Payment; why should
not Bonds heretable by a Clause of Infeftment without Sasine taken thereon
=main also moveable till the Term of Payment: seeing the taking or granting
a Bond in either Manner, indicates the Party's Intention to have the Sum
heretably secured? There's a great Disparity betwixt a Bond excluding Ex-
=cutors, and a Bond granted to Heirs and Executors containing a Clause of Infeft-
=ment: the former being heretable ab initio, quoad creditorem, not so much be-
=cause provided to the Heir, as for that Executors are expressly barred;
whereas the Bond in Question is payable to Heirs and Executors, and the
Clause

Clause of Infeftment being only conditional viz. in Case of not Payment
at the Term, takes no Effect till the Term elapse without Payment made;
so that the Sum is not heretable quoad creditorem till then. Again in the Cre-
=ditor in a Bond heretable by a Clause of Infeftment, dies before the Term
of Payment, his Executor and not his Heir, has the Right to the Sum,
and to the accessory Security of Infeftment; as the Executor, and not the
Heir, of a Creditor in an Infeftment or Annuelrent, has real Action or nec-
=ding the Ground for Bygones upon the Infeftment Feb. 1710 Swin-
=ton contra Dringle. Bygone Rents of Land, Annuelrents of all Sums, whether
heretable or moveable are simply moveable Jo. Voet Comm. ad Tit. ff. de
divis. n. 14 & 15. Because bygone Rents are considered as Money given by the
Creditor. Money laid up or destined for buying Land with, or got as the Price of
Land is also thus moveable Jo Voet Ibid. Fructus Industriales Fruits of the Earth whe-
=ther growing or reaped are moveable. For growing Corns even before they are
ripe are not esteemed as accessory to the Ground 2 Feb. 1627 Somervel
contra Stirling Carpzov. jurisprud. forens Part. 3. Const. 13. Def. 5 Craig
Feud. Lib. 2. Tit. 8. § 23. Stair Lib. 2. Tit. 3 § 2 & 24. Steel-bow Goods
set with Lands to Tenants are also moveable, are belong to the Heretor's Exe-
=cutors after expiring of the Tacks 4 Decem. 1630 Lady Westerhall contra
=tra Lady Hume. Clauses of Relief Stair Ibid. Tit. 1. § 4. in fine and Clause
of Warrandice Stair Ibid. Tit. 3. § 54. in fine. In heretable
Bonds or Rights are only personal. A Clause in a Disposition obliging the
Receiver to pay all the Disponer's Debts contracted or to be contracted imports
only a personal Obligation upon the Receiver Novemb. 1605 L. Ballenden
contra Dundas of Armistoun. pis mariti is moveable and falls under
the Husbands Escheat, tho it carrie the Profits of the Wife's heretable Rights
Stair Ibid. Tit. 1. § 4. in fin. Again a Sum may be sua natura moveable and yet
heretably secured: as bygone Annuelrents due by Infeftment of Annuelrent,
which Executors may recover by an Action of poinding the Ground. And if a
Wadset bear a Provision, that notwithstanding a Requisition the Wadset should
stil subsist; Requisition will make the Sum moveable, tho it continue secure by
Infeftment Dirleton Decis. 342. McKenzie Inst. Lib. 2. Tit. 2. § 6. A Dispo-
=sition of Land in Security of Money due to the receiver by the Disponer,
bearing this Condition of Reversion, that it should not be redeemed till the
Receiver were satisfied of all Sums due to him or that should happen hereafter to be
due to him by the said Disponer; was found to make only Sums due at the Date
of the Disposition heretable, and not Sums falling due thereafter by simple
moveable Bonds: for the Latter not being the Cause of the Disposition, but only
secured by a Quality in the Cause to perade, were not intended to be fixed for
the Heirs, but only to be secured, by hindring Redemption till these were paid
to the Creditor or his Executor 10 Feb. 1676 Wagh contra Jamison. In ordi-
=nary