

Executors interest in the goods and gear of one Deceased; and the  
of tutors and curators in their Minors Effects; and an Arrestment  
with a Decree of Forthcoming; or an apprising or adjudication  
an Apprizer of an heritable bond may charge his Debtor in manner  
with coming thereon as well as if it had been assigned to him by  
Creditor. 24 March 1633 Lord Jeffrey contra L. James weck. Judicial  
assignment by apprising or adjudication wants not Intimation  
Complete the Right Stair lib. 3 Tit. 1. § 1. 3. 11. Henric Inst. lib.  
Tit. 5 § 7. Because they are past and caped publicly. Hecht was  
found that the Creditor in an heritable bond could not, although  
was appraised from him by his Creditor, Escheating & changing  
it to the prejudice of the Apprizer 25 March 1633 Lord Jeffrey  
contra L. James weck. But the an Apprising or adjudication  
requires no Intimation to Complete the Right, and while the Debtor  
continues unpaid, the first apprizer or adjudger without Inti-  
mation is Preferable: Yet it requires Intimation to put the  
Debtor in Mala Fide to pay to the Creditor against whom  
the adjudication was made, to his heirs or assigns or assigns  
or assigners; which otherwise he may safely do, not being  
to know that there is such an adjudication, unless it were put  
to him, or he were called in the process of adjudication. See  
Stuart Answers to Dirl. Double Tit. Resignations. In  
our Custom Dirling with betwixt common assignments & the  
because of Intimation as a Completing Intimacy, and legal  
assignments by apprising or adjudging, where Intimation is  
further necessary, than to put in Mala Fide to pay. It has  
been questioned whether S. G. A second assigner in such a  
having not payment, would be obliged to make restitution  
to the first assigner. Sir James Stuart (Clerk) thinks that he  
would not, but is for ever Secure. But the Lord Stair is  
of opinion, that the obtainer of the payment must restore  
it to the first assigner: Because he was under no such obli-  
gation to take, as the Debtor was to make payment. A Dis-  
position of Lands implies a legal assignment to the Clerk  
and to all Real Right the Disposer had, and to Bonds  
for granting Real Right, and to all Reversions services  
the not Express Stair lib. 3 Tit. 2 § 11. The Making of

Bonds or other Rights Blank in the Receiver's Name, to shun the  
trouble of Conveyance from hand to hand by assignment, was  
once a common practice here, and such were held in Law Equivalent  
to assignment in his favour, and were payable to the Receiver. But  
Required to be Intimated, when in a competition with other rights  
were preferred according to the date of the Intimation, that he  
holders names were put up in them. The Debtor in a Blank Bond  
could not expect compensation to the purchaser, upon delivery to  
the Debtor by the first Receiver or any former Receiver of the  
Blank Bond, Stair lib. 3 Tit. 1. § 1. 3. 11. Henric Inst. lib. 3 Tit. 5 § 8.  
Nor was it upon a Blank Bond at the time when it was  
delivered to any first Receiver, before the date of  
Causa, and non causa of Decree 1676 Great Law in  
Camp. See the Statute of Blank Bonds in the Statute. 1676. and  
to shun the trouble of Conveyance from hand to hand, the  
once a common practice here, is now discontinued. See 25 Sep. 1676.  
K. W. Not Excepting Bills of Exchange of Feb. 1711. Brand contra  
Tenants Rescission. But only Judgments of Bills, or  
the notes of any trading Company. d. 1676.  
Having thus set forth the manner of Intimation,  
where by property is past over from one to another, I shall  
in the next place, let to how property may be affected  
and carried away by the legal Diligence of Creditors, for  
Security or payment of Debts due to them, or implement  
of obligations conceived in their favour.

Book 2.

How property may be carried away by the legal Diligence of Creditors.

When a debtor is unwilling to pay or perform what he stands  
obliged to, his person may be attached and incarcerated by distress,  
horning and Caption; his Moveables may be affected and carried  
off, either by Denunciation on the horning, or by Arrestment  
and a Decree of forth coming, or by pointing. The free Dis-  
posal of his heretage may be hindered, by inhibition, and  
the heretage itself may be evicted by apprising or adju-  
dication. Against if one Decree to yield up possession of heretage  
lands.