

Warrant than a sufficient Registered Discharge of the Debt containing
 the Creditors consent to let the prisoner at liberty, if he be not arrested at
 the Instance of other persons. An extract of which discharge must be
 always carefully kept by the Magistrate or Tylors. But a person
 Incarcerated for a Sum Exceeding two hundred Pounds was discharged
 to be let out of prison without a Disposition and Charge to be set
 at liberty under the signed Act of seder. 5 Feb. 1675. To which order
 five Lords dissenting, who were of Opinion that no person Incarcerated
 by letters of Captivity under the signed could be liberated without signed
 Letters to that effect, and that a prisoner committed for his own Law
 could not be enlarged unless he were Reluctant. Quia in iniqua dolo
 Dispositio in Mores quo Contra hunc: And if persons suffer themselves
 to be Imprisoned for small sums, it is their own fault, and they are
 the more Unexcusable the less the sum be; Majus est Minus non stare
 :ant species, the Law Makes no Distinction of Greater and lesser sums
 and the Lords had no Legislative power to alter or qualify the same
 5 Feb. 1675 Hans Suppliciant observed by Discretion of Debtors
 since Captivity having been Incurred by the Messenger albeit
 he produced a protection under the Kings hands upon payment
 of the annual rents to the Messenger and offered to pay the annual
 rents, and arrested in prison at the Instance of the other Creditors
 the Magistrates who were afterwards of prison were found liable
 for the Debt: because the Magistrates or Messenger were not
 Competent to ~~Take~~ of the protection and offer of the annual
 rents, but ought to have kept him prisoner till he was allowed
 to go out by a Charge to let at liberty 15 Feb. 1676 Act of seder
 contra Magistrates of Aberdeen. Because the tenor of letters
 of bearing executions and Indorations there of cannot be proved
 by Witness Act of Par. 6. J. 6. Magistrates were not found liable
 for the Debt of a Rebel, escaping out of their prison, unless his In-
 carceration were proved by the Messengers Execution basis
 that he was put in or arrested in prison or at least by the
 Tylors to whom he stands booked for such a Debt 4 Dec.
 1679. M'Calla contra Magistrates of this. The Messengers
 Execution of letters of Captivity ought to bear all the Messis of
 his proceeding, especially when and where he is apprehended
 the party, that it may show how long he was in their hands. Harry
 Magistrate or other Messengers Charged to Concur, fail to do.

It shall also be expressed. And if the prisoner escapes, the persons
 contributing to it are to be mentioned: of all things and Circumstances the
 Execution is probable their lib. 4. Gil. 17 § 20. 21.
 A Capture or execution of the body for civil debt is either voluntary
 by the creditor, or against his Will

Tit. 1.

How Captivity may be voluntary. Suppose in a creditor.
 Captivity is stayed voluntarily, esp. When the Debtor is present, and
 Captivity is in order to obtain his body, great benefit of preservation
 of whom the Creditor goes to get better a superior.

Tit. 1.

Of the nature of presentation.
 A Bond of Presentation is an obligation granted by the party of
 Creditor under Captivity obliging him self either to pay the Debt in the
 time, or to present the prisoner to the Court and deliver it up, or
 without further delay, but of Execution, or Suspension, under an authority
 by an allow performance. Such an obligation is a bond of presentation
 was not found in the records, from the same time. The Debtor
 might prove his incarceration by producing an attestation that he
 was taken into custody in the Kings Bench, 21 July 1710
 Henderson contra Buchanan. In which, if a person for whom a
 bond of presentation is given should be made a prisoner, his person
 should at the time and place appointed, would be present in the Court
 he incurred, being the Liability of the party, and the same effect as
 a legal Act of personal Execution & Cogitationum.

A bond of Presentation being by several persons. Macdonald
 jointly and severally to present themselves prisoners at a certain time
 and place, is not implemented by one of them appearing and offering
 himself prisoner for himself and in Name of the other obligants,
 who had no lawful excuse for their not appearing 9 July 1710
 White contra Henderson and others. Albeit payment by one of
 several bound jointly and severally, would free the Debt, one having
 Invented himself to return a Debtor to prison upon Saturday
 or pay the Debt, having Entred him to prison on Monday there
 after he was found to have implemented his obligation, the
 Entry being the next lawful day, which was Modica Mora
 unless the Creditor could instruct any Detriment he had
 sustained by the Debtors not being Incarcerated upon the Saturday