

goods at his pleasure, nor the Master, who hath the good in his possession, obliged to submit to his Arbitrament or to suffer him to touch any part of them, till he the Master be satisfied it being better to hold them down; and farthest can the Master be guilty of Deformity by using Juris. But the Creditor barred from pointing by Virtue of the Master's Hypothesis, should give good security for his Rent and leave sufficiency of goods for that Effect. No one Creditor cannot point any part of goods given in pledge to another, who of far greater value than that obtained to that other, without satisfy the debt. Grievous for the pursuer, if it were not allowed to leave so many goods on the ground, as will satisfy the Master's Rent, a poor Creditor not able to find security to the Master, would be deprived of the legal remedy of pointing. Quadruple for the pannel, such a poor Creditor has still his remedy, that he may arrest in the Master's hands, who in a fifth coming will be bound to pay the surplus to him. The Court relevant to the Defense upon the Master's Hypothesis, relevant to take off the libel. The defendant the reply that the Messenger offered to believe to the Master so many goods as would fully satisfy his Yearly Rent, and that the Master took a signation from some of the tenants. Creditors, whose upon he caught point his goods, and then these Creditors obliged to sue him at the pursuer's hands, and thereupon Intervener with the tenants' other goods relevant to take off the Defense 1706 John Robin Colburn. But after pronouncing of the Interventor's defence, the pursuer before any proof was his having suffered the Debt to Defort, and have a new libel of the same tenor with the former and offered the libel and reply in the terms of the former Interventor, the pannel deformed the

Defense third, that the year not being past at the time of the pursued pointing, the Master could not properly point, but had only his Retention for the current year's Rent. So that it was not sufficient to leave so many goods upon the ground as would pay the same. The Court replied the pursued Reply, that the Messenger offered to believe to the Master so many goods as would satisfy his Yearly Rent. In respect the term of payment to the Master was not then come, and there was not sufficient security offered to him for the Yearly Rent 20 November 1706 John Robin Colburn. It was not sustained relevant to free from the pain of Deformity in Execution a pointing of tenants' goods, that they offered to leave for the Master's Rent, and so could not be pointed. Because no such thing was protested, nor was the offered to be made thereupon at the time, and there were other goods left upon the ground sufficient to pay the Rent. Albeit it was pleaded for the pannel who is the Master, that the Messenger was not to be certified of the Master's Reply third, which in itself is pure and every body is supposed to know. And the pannel had Reason to Retain the goods, unless the Messenger had found security to him for his Yearly Rent, the there were other goods left upon the ground & 1706 Poteroid of Black Plains & Alford.

When a Messenger was behaved in the Execution of his office by beating the party Against whom he was diligence and giving him opprobrious language by apprehending him without a Caption or after the violation of a suspension or otherwise giving Rise to the Violence used Against him in such a case he may be Reported McLevor of him part 1. Pt. 26. 54. words. Another ordinary Objections found in a trial for Deformity of a Messenger in the Execution of a pointing, the pannel was allowed to prove this Defense, that he was beat and treated with a Drunkenness by the Messenger, before