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 another in the course of his Diligence, and the little Arts made use of to that Purpose. 2. That by the Common Law, a Disposition till accepted by the donee, conveys no Right: We hold that a Disposition in any Person's Favour needs no Acceptance of the Disponse but establisheth the Right in him tho' absent or ignorant of it; as by a Deed beluxed to a Right may be established in Favour of a Third without his Knowledge or Concurrence, which may cannot hereafter jointly recede to his Prejudice. 17. November 1725 Credit of Waller contra Murrhead and other Creditors. Voluntary Dispositions Assignations &c. by one within 40 Days of his Bankruptcy, are quashed only if granted in Security or Satisfaction of anterior Debts to the use of other Creditors: And would be sustained if granted for new Debt, or instantly told down at the Time. The Reason of the Difference is between Creditors either Nothing upon the Account of Rights granted by their Debtor for a present Equivalent in Money or Value received at the Time: Whereas an insolvent Person applying his Funds or Effects to the Payment or Satisfaction of one who was Creditor to him at once, is to be taken from his other Creditors to whom he was equally owing, and he by counteracts his former Engagements. Thus, in the case before mentioned, 1726 was found to take place upon a Bankrupt's Indorsement of an old Bill of Exchange still in the Pocket of his Creditor, quashed by the Debtor who was the former's Debtor, if he the Debtor proved, that the Bill was indorsed for Satisfaction or Security of a prior Debt: Yet such an Indorsement of a Bill for present Value or Money presently advanced, is not within the Verge of the Statute 10 January 1713 Campbell of Glendornick contra Frahanne of Perth. A Man having granted a Bond for borrowed Money, and at the same Time disposed and assigned to the Debtor for Security and Payment of that Money an heritable Bond granted to him the Debtor upon a Third Person's Estate, in which the Disponse took place about 4 Years after within 40 Days of the Disposer's Bankruptcy. The Lords found that the Bond and Assignment being granted at the same Time, did not fall under the Act of Parliament 1706. Because Law doth annul Infeftment taken within 40 Days of the Bankruptcy, but only declare the Disposition or Warrant thereof to be no better than if it had been the Date of the Seisin: And suppose the Disposition had been granted within the 40 Days, it fell to be sustained as a new Debt with the Infeftment thereon. 19 January 1726 Chalmers contra Creditors of Pleasance. See Reasoning in the Cause and the Reason among the Creditors of Bankrupts within 40 Days. Not only shall Law reduce and annul fraudulent Deeds to the Prejudice of Creditors, and oblige the deceitful bankrupt Debtor to repair as much as can be done out of his Estate the Effect of the Fraud, but he and those who contributed or were accessory to the Fraud, whether they reaped Profit by it or lent barely their Names, might likewise be condemned to such Penalties.

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ties as their unfair Dealing may deserve according to the Circumstances
 Cult. g. ult. ff. De in fraud. Cred.
 The Nature and Punishment of fraudulent Bankruptcy, and also the Obligations produced by other Criminals, and Fences of them, and Felonies, are handled in the Second Volume; and the Civil Obligation arising from Forgery, is explained in its proper Place. The Nature of Reduction and Improbation.

Book 2.
 Of Accessory Obligations; and the Ways how all Obligations are annulled and extinguish'd.

Chap. 5.
 Of Accessory Obligations.

An Accessory Obligation is that which is made for the sake of another. If Contracts by which any Right accrues to three Persons provided they have no more said with respect to those Persons, than with respect to the Contractors. Thus a Creditor has no Mortgage on the Estate which his Debtor acquired by a Bill that was null Les Loix Civiles &c. Tom. 1. Part. 1. Liv. 5. Tit. 5. Art. 17. Which is a consequence and a natural and necessary effect of its Nullity.

- Accessory Obligations are 1. Those for Annual rent or Interest of Money 2. Pledges. 3. Cautionary or Suretyship. 4. Bonds of Corroboration 5. Letters of Credit. 6. The Obligation arising from Car. 7. Obligations between Brokers and their Employers. 8. Bonds or Bills of Exchange.

Tit. 1.

Of Annualrent or Interest of Money.

Annualrent or Interest, is a Reward or moderate profit due by the Debtor of a Sum of Money to the Creditor for the Use which the former had thereof, and the other wanted. The Money for which Interest is claimed, is called the Stock or principal Sum.

It hath been a Question much handled, whether the taking of Interest or Profit for Money be lawful or not? The Arguments for making it unlawful, set forth by M. Domat Les Loix Civiles &c. Tom. 1. Part. 1. Tit.