

Solutio causa adjectus l. 10. l. 11. l. 12. § ff De Solud. Where
 Sum in a Bond was payable to the Lender or to his Brother, it
 was found that the Debtor had no option in that Case to refuse
 payment to the Lender, upon pretence that he would pay to
 another, or had a ground of Compensation against the brother
 which is Equivalent to payment. Because the Brother was
 understood to have been adjudged *Solutio*, or mentioned as
 a person to whom payment might be made for the behoof
 of him who gave the money, and had the Custody of the Bond.
 14 Feb. 1663 Robertson contra Buchanan. But the by the
 Civil Law, *Solutio adjectus* nequit petere sed tantum obli-
 gationem accipere; yet by our Custom *adjectus Solutio* potest
 etiam petere. And where a Bond was made payable to the
 Lender of the money, or to another person named, or to either
 of them presenters of the bond and their heirs and Executors
 In a Competition for payment of the said Bond betwixt a
 Creditor of the principal Creditor Lender of the Money -
 who had arrested the same, and the Executors of him who
 was *Solutio adjectus* and who presented the bond; the
 Lords preferred the Executors of the person *adjectus* who
 had the Bond 12 July 1627 Roman Contra Schan

Payment made *bona fide* is much favoured in our Law.
 Yet some times it Dissolveth the obligation, albeit he to whom
 it was made, had no right to receive it. Thus payment to a
 Procurator was sustained to free the payer, even where the
 Procuratory was after ward Improved as false, Feb. 1666
 Elphinston contra Lord Rollo and L. M'Derry. There being
 visible Ground to Doubt that the time of payment. And also
 Stipend is not due to a Deposed Minister continuing to preach
 after his Deposition, tho' not Intimated at the parish Church.
 Yet payment made by the Paritors to him before Intimation
 is sustained to free them 10 January 1679 Colledge of Aberdeen
 contra E. Aboune. Payment made *bona fide* to a Donatory, was
 found Relevant against a prior Donatory, Ross & Maj. Pratt.
 17. Horning Wright contra Wrights a Debtor paying
 to a person Denounced before Citation in the Special Decla-
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Is secure, for he is not obliged to search the Register of Horning.
 But a Discharge granted by such a Creditor to his Debtor, is not
 sustained without admittances of Intimation that it was truly
 paid. Vide *Infra* pag. 1069. A Sum due by severall Debtors Coprin-
 cipals or Partners being assigned, and the assignation intimated
 to one of these Debtors; if another of them, to whom no Intimation
 was made pay to the Credent upon a Charge at his lastance:
 He will not be Liable to Double payment. A Cautions
 buying upon Distress after a decret of Justice coming against
 the principal Debtor upon a reserment staid in his hand, are
 secure Stair lib. 1 Tit. 40 § 33. Payment by a Debtor to his
 Creditor sufficient to defend him against an appriser of the
 right to that Sum before the payment: Albeit apprising,
 as a Judiciale assignation, wants not to be Intimated, Stair
 Lib. 1 Tit. 18 § 3. Payment by Vassals to their Master, is se-
 curant to apprise them at the Instance of Singular Successors,
 Publickly Intim'd before the payment: Malis Anterior Si-
 gence new used to put them in Mala Fide, Spots wood Pratt.
 Tit. Comprising E. Lothian contra Vassals of Edinburgh. Because
 they are not obliged, as purchasers, to search Registers. Pay-
 ment by Tennants to their Master after a decret of Gener-
 al De Curator of his Different Escheat, before Citation in
 the Special Declaration; was sustained to free them at the
 hands of the Donatory: in secure they might be Executed for
 not knowing their Masters but Lawry, tho' it was Particularly
 Intimated to them by Citation, 31 January 1628 Donatory of
 Glegburns Escheat contra Tennants. Yet, Tennants may safely pay rent
 to their Masters after the terms of payment are elapsed, notwithstanding
 Anterior Arrestments thereof Executed against them, if not Judiciale Intimated
 before the term or before they pay, Stair lib. 1 Tit. 18 § 3 lib. 1 Tit. 24 § 1. Because
 of their supposed Quiescence and dependance on their Masters. But if they
 made forhand payment, that is pay before the term when they may be
 Compelled to pay, it is upon their peril; and they will be obliged to pay
 over again to Arrestors before the term ult. Feb. 1628 L. Lanchap
 contra Tennants 5 Feb. 1667 Lady Graquair contra Tennants. Because
 he *Nimia Diligentia Suspecta* est fides: and if such forhand payment
 were sustained to acquit the payer, the Diligence of Creditors
 might