never so good, the petitioners want to have their money, and de-
mand such process as Law provides to come at it, which the Court
cannot deny without assuming a power of dispensing with the Laws,
or Equal to that of granting protections for Civil debts contrary
to the Claim of Right. 2° If the old bank Chest to carry on their
trade by issuing Notes in a particular form which produces Cons-
iderable sensibly inconvenient to them Now upon stopping of pay-
ment, process issues against them, they must blame themselves and
suffer for their indiscretion: But no accidental inconvenience
of that kind can alter the Law or deprive the Creditor of his legal
Remedy. 3° The Bank as an incorporation may have other Reme-
dies that the ordinary course of Diligence is absolutely necessary
to give them credit and support. Because no man would trust
them if they could not be compelled specifically to pay, and they could
not satisfy demands upon them unless summary process could
reach their Debtors. The Lords of Session can only Expound
and Execute Laws; and cannot be determined by political
inconveniences attending the Execution of Laws to Red in a Manner
Different from what the Law Directs 11 July 1728. The Lords
found that Diligence by Arrestment was not competent against
the effects of Royal Bank upon their Notes payable to the bearer.

Arrestment may be used upon any Decreet or Registred
Bond, by virtue of letters of horning containing Arrestments;
and upon Decreets of Inferior Courts, or Bonds registred in their
books, by virtue of a Precept from the Inferior Judge within
whose territory the Goods Arrested are. But Arrestment upon
a bond Registred in an Inferior Court's Books containing
a precept in the end thereof ordaining all necessary Execution
to pass thereon in due and competent forms after the Charge here
by warranted to be given is duly given and Expired; was found
to have been Unwarrantable 10 June 1709 Moir contra Creditors
of Jack. For such a precept imports only, that horning con-
taining arrestment may after elapsing of the days of the Charge
given be directed thereon. And Arrestment is not so properly
Execution of a Decreet, as a new Diligence Requiring an
Express Warrand. Arrestment upon the precept of an Inferior
Judge was found Null for being Executed without his Jurisdic-
tion; Albeit the party against whom it was personally Executed had

had his Residence within the Same 5 Decemb. 1671 Miller contra
Crawford Burgh and Lebishopstown. Arrestment upon a Sheriffs
precept Interposed summarily to a Bailie's Decreet without Citing
the party Decerned was was found null and unwarrantable 21
January 1710 Forbes of Balloch contra Calamach. Within Burghs
it is held sufficient for a common Burgh officer to Arrest by Ver-
mediate verbal warrand of a Magistrate, the officer serving
his Execution upon calle.

Where a man dwelling Forth Burgh is arrested in an Inn
or Lord Chamber while his ordinary residence is with his Creditors
Arrestment may be executed by leaving a copy at his other
house ordinary or temporary dwelling 10 March 1707 Irving
of Kincaidy contra Douglas

Arrestment is Gone only laid on in the hands of those
are Debtors to the Arrestee's Debtor. But a person may Arrest
goods in his own hands. If bills of Exchange of any kind or
Arrestment could not of Real therein Issue bond due so
a Left Bank to Third in Stock but bond must be the Grounds
of Arrestment against the Disponer dated 1825
Mackenzie contra on 1st 18 Decr. 1826. For such an Arrest-
ment bond not and the same of real or Tenables, as
Infeftment both in Relation to Terrilage: Because the Latter
is More solemn, by being passed at the Sasine Court,
and Recorded; and it ——— more in convenient and Laborious
to Retain a Sasine and Commence in Manner by Arrest-
ment in his own hand, which must be compatibly ignorant
of the Debtor. So that the Barie way of affecting Land Rents in
a Debtors own hand is only pointing: For Arrestment
thereof signifies little or Nothing; and the Daily profits of
a Mill or Coal &c. In a Debtor's possession, can only be affec-
ted by adjudging the Mill or Coal, or by pointing the
profits. But yet an Arrestment in the Debtor's own
hand of Wool belonging to the Debtor, was sustained to affect
it so Really, and to oblige a purchaser of the Wool from
the Debtor after the Arrestment to Make it forthcomming
or the price thereof to the Arrester; Albeit the purchaser being
a third person to whom the Arrestment was Never Known