

Supplicant. Sir James Stuart (answers to David Double
 lib. Arrestment) says, that an arrestment on a Decree or Regi-
 stration bond laid on before the term of payment, may be loosed
 upon caution. Arrestment upon a Decree thereafter turned
 into a libell, may be loosed upon caution: Because it is then
 of the nature of an arrestment upon a Dependance 30 June
 1675 Murray contra Hall. Arrestment upon a Decree
 after it stood suspended may be loosed without caution. Stair
 lib. 3 Gil. 1. § 34. But yet 20 Novemb. 1675 Warden Supp-
 licant) Such an Arrestment was allowed to be loosed upon cau-
 tion: Because thereby the Decree became a Dependance.
 Arrestment upon a Registered Contract, the kind of De-
 cree, was allowed to be loosed upon caution, because the
 obligation was General and. The quid 31 July. 1703. 11 for
 Lane contra Cowie.

An Arrestor to complete his Diligence, raise the arrears
 of the Forthcoming, against the person in whose hands he
 arrested, to pay or deliver to him the subject arrested at least
 so much thereof as will satisfy the debt to him by the owner;
 who must be cited for his Interest 17 March 1637. Stuart
 contra Stuart and Inglis. Because per hasis he may have
 objections against the Debt arrested for. If the Forth-
 coming be pursued before an Inferior Judge, and the Arres-
 ters Debtor live within another Jurisdiction or is out of
 Scotland, he must be cited by virtue of letters of Supple-
 ment: So called because they supply the want of Authority
 in the Inferior Judge to call before him a person living out
 eius territorium. No Inferior Judge can grant letters of
 Supplement for citing persons within his territory to
 answer before the Judge of another Jurisdiction 30 July
 1712 Gordon of Daach contra Gordon. This action, tho'
 vulgarly, is Improperly termed a Forthcoming: for
 it should rather be called adjudication upon Arrestment,
 the adjudging the subject arrested to belong to the Arrestor
 and not the simple making it forthcoming being the
 proper effect of such actions: For tho' the haver of arrested
 goods be reconered by producing or making them forth-
 coming, they become not the Arrestors, till once they are

are raised and sold and the price delivered to him. Stair lib. 4
 § 26. Action of Forthcoming differs from Recession as sup-
 the Inhibitionis, in that the latter doth only remove out of the Forth-
 coming prejudicial rights affecting the Debtors Estate, without affecting
 any part in it to the Inhibitor; where as the former adjudges the
 right of his own goods arrested to the Arrestor. A Forthcoming
 differs from personal pendency, in so far as the former adjudges to
 the Obligor the goods of his Debtor that are in the hands of another;
 and the latter adjudges and carries a Debtors goods out of his own
 possession. Not only may any Inferior Judge proceed upon Arrestment
 executed by virtue of letters of Arrestment directed in the Arrears
 name by the Lords of Session which Jurisdiction over all Scotland
 Stair lib. 3 Gil. 1. § 4. tho' process of Forthcoming is distinguished
 in the books upon Arrestments into two kinds of Superior
 Judges within their proper Jurisdiction 22 March 1637. Pinnie
 contra Gray. But also an Arrestment being laid on by virtue
 of a Sheriff's precept in the hands of a Justice within his Jurisdic-
 tion and that Justice having thereafter changed his Residence;
 the Inferior Judge of the place where he presently resides was
 found competent to Judge in an action of Forthcoming upon
 the fore said Arrestment 23 June 1710 Dabrympie and Thomson
 contra Johnston. Where an Arrestment upon a dependance is
 loosed upon caution, the Arrestor having constituted his Debtor,
 may pursue the cautioner for payment only to what was truly
 owing to the Arrestor at the date of his Arrestment, tho' a greater
 sum was arrested; without necessity of Decree in the principal
 parties in whose hands the Arrestment was laid: provided he
 call them pro Interesse and prove by their oaths or by writ;
 that they were then Debtors to the arrested Debtor, whose oaths
 will prove against the cautioner as well as against themselves.
 And the cautioner may offer any defence that was competent
 to them, as that the debt was paid before the Arrestment or that
 they were not owing so much as was arrested in their hands
 &c. 2 Feb. 1627 Lord Balmerino contra L. Lochinvar. Altho'
 it after loosing Arrestment; he in whose hands it was laid
 might warrantably pay or deliver the sums or goods ar-
 rested to the Arrestors Debtor: yet if these continue in his
 hands, he will be Decreed to make them forthcoming
 to the Arrestor, who in such a case was preferred to the Arrears
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