

Resignation, is a granting of double Rights in a Man
 proper Jones than the Granting of several Dispositions
 which are but Incomplete rights. Sir George Mackenzie
 doth indeed in his Criminal treatise part 1. Tit. 28. 32
 Vow. by that Act. J. D. assert this penalty, as to Superior
 to be indistinct, because it is not professed, that any one
 doth without gain, and a Superior gains little by Resigning
 Resignations in favour. But that Author in his observa-
 tions on the Acts of Parliament concern. on act 1008. Part
 J. D. published eight years after his Criminal treatise
 doth, without taking Notice of any such Disposition, in-
 state that a Superior offending in such Manner, ought
 also to be liable in Damage and Interest to the party
 Injured; because the Party is thereby put to great In-
 convenience, and the Superior gets or may get advantage by
 Accepting such Resignation; which argues that he
 then thought the statutory pain in observance against
 such Superiors.

For understanding how the preference is to be Determined
 in the case of double alienations, both real the law
 of these rights, we must distinguish between Alienations
 and gratuitous Alienations. In a Competition of two
 for Inerent causes, he who had a second assignation
 first Intimated will be preferred to one whose assigna-
 tion is of a prior date to the other, Stair Inst. lib. 3.
 Tit. 1. 56. Mackenzie Inst. lib. 3. Tit. 5. And the Receiver
 of a second Disposition will be preferred to him that
 received the first, if the former was first Intimated
 on his Disposition, before the latter was Intimated
 his, Stair Inst. Tit. 2. 56. But where two Assignations
 were both granted for love and favour, the second
 the first Intimated, was Reduced at the last time
 of the first assigner, upon the war and civil
 had an odd expressed or Implied in his act.

assignation 15 July 1673. Alexander contra Dundas. A Greater
 than Disposition was Reduced as in prejudice of a prior
 but just payment of Annuitant out of the same subject
 not stated with possession before published in possession
 followed upon the Disposition: Albeit the Disposer had
 a separate Estate sufficient to pay the Debt 24 January
 1706. Wilson contra ~~the~~ Saline. Because the Right of
 Annuitant could not suffer prejudice by any possession
 Gratuitous deed of the Debtor's Debt. Again, Reduction
 and Improbation of Rights to lands purchased by one for
 self therein upon a Charter of Redemption, was not
 allowed personal: Exceptions, upon a Remission of
 all right to those lands, and Disposition by his purchase
 Author, in favour of the Disposer's predecessor, anterior
 to the hands whereupon the purchase Redemption was
 made, these bonds being gratuitous; albeit the Rights purcha-
 sed by the Disposer were only personal, and not Comple-
 ted by Instrument 23 July 1713 Blair contra Blair of
 Gleschins.

Tit. 7.
 of Robbery.

Robbery is the taking away another man's goods
 or Money for Livery sake by force and Violence and put-
 ting him in fear. It is so called, according to my Lord
 Coke (3 Inst. 68) either because Robbers use to conceal
 honest men of their Robes or Garments; or because their
 Money or goods are taken out of some part of the Robes
 about their person. Robbery in the opinion of Sir Henry
 Spelman, comes from Rob. which in the Saxon language
 signified a garment: because in all time travellers (when
 there were no inn) used to take for a Night many man's
 things had frequently their Cloaths (all they had then to
 life when money was a scarce Commodity) stolen after