

1700 Portcoat of Blackflaw and others. But it was not
 sustained Relevant to Eliza a libel of Deforcement in
 the Execution of a pinding, that the pannell forwan
 appeared and declared to the Messengers, that the
 goods he was going to pind belonged to the pannell,
 and a Disposition thereof for debt had been shewed to
 the Messengers a few days before al his offering to
 pind for another debt: In respect the forwand did
 not produce the Disposition, nor offered to Make faith
 that the goods belonged to his Master. And the Court
 at whose instance the pinding was offered to be
 outed, was not bound to regard the Messengers having
 seen the Disposition before: because he had Reason to
 think the debt due to the pannell was paid, since
 he suffered the goods to continue in the Common De
 tors possession. Albeit it was pleaded for the Pannell
 that there was no Necessity to produce the Disposition
 or Make faith upon it to the Messengers: because the
 Disposition had been shewed to the Messengers before
 and making faith being only to certify him more
 factually, Certioratus non est. Ampleius Certioratus
 8 July 1700 Portcoat of Blackflaw and others.

One was not found guilty of Deforcement for stop
 ping of his tenants goods. Jus Hypo those
 he had paid of a years Rent due to him: Albeit there
 were as many goods left as would satisfy the Rent,
 and the pinder offered payment thereof to the pannell
 upon his assigning to him a bond of Cautionary gran
 ted to the pannell ~~for the tenant~~ for the tenant who
 he offered: in respect the Master was not bound
 to grant such an Assignation 28 July 1701 John Stuart
 of Newhall and his servants. Beyond being pinders
 for Deforcement in pinding a tenants goods, it was
 pleaded for the pannell, that there could be no
 Deforcement, because the Masters officer appeared

at the time of the pinding and stopped it by writing of
 the Masters right of tacit Hypo thack for a year at Rente
 so which it was Replied for the pursuers of that the
 officer produced Nothing to justify the Masters Hy
 po thack, or that the tenant owed him any by generosity
 or what the Rent was, which the Messengers was not obli
 ged to know. Nor did the Hypo thack oblige him to the
 whole goods, but only to Return so many of them as would
 pay a Years Rente 2/ the Pannell justifying what
 the Rent was, it is offered to be proved, that there were
 as many goods on the ground before the goods pinded, as were
 sufficient to pay the Masters, which the Messengers offered
 to him under form of justisement. But he to defend the
 pinder of his just debt, required assignation from the
 pinder of the tenants Creditors (whom he thought fit
 to satisfy) and thereupon he offered to pind the very same
 goods which were to have been pinded for the pursuers
 debt; and distribute the same among the tenants Cre
 ditors as he thought fit, upon their obliging themselves
 to free him at the pursuers hands. It was shewed for
 the pannell, of the Masters debt was evident, the pin
 ding being attempted before Martinmas the known term
 of the Masters Rente and the Master might justly
 retain the tenants whole goods on account of his Hy
 po thack, it was not enough for the Messengers to say that
 he would leave as many goods upon the ground, as
 would pay the Masters: since neither was the Messengers
 Judge in that Matter; nor the Masters officer obliged to
 believe, and the truth thereof could not be certainly
 known. Again, the when a Master disclaims for a
 Years Rente goods pinded by his tenants Creditors,
 the Creditor may defend himself by offering to prove
 that goods sufficient to pay it were left to the Creditor
 in a pinding it is not Impowered to carry off goods