

* N. 1. A Colonel of a Regiment, having drawn a precept for a certain sum upon the Kings general account payable to the Receiver of the Signet for the Book of the Secretary of State out of the first and last of the pay due to officers of the Regiment, and the precept being duly intimated to the Receiver, and afterwards paid in part: The creditor in the precept was found not to have recourse against the drawer after several years for the remainder. In respect he could not in strict law be obliged to do so, and done diligences for recovering unless payment, and the drawer had left full in the general Receivers hand much more pay, than would answer the same, altho he had applied as much as would have satisfied it. But the drawer was made to assign the creditor in the precept the first and last of the pay due to him by the Government for the said Regiment for satisfying the sum in the precept, yet nothing unpaid 20 December 1711 E. Colvin contra E. Gloucairn.

* But a creditor's receiving for his further security a precept upon the debtors chest =
= claim or any other person will not oblige the creditor to the formality of presenting
Intimating and protesting: Barons Justice precepts in security etc not nisi in the
matter of Exchange & Trade between Merchants 27 July 1666 E. Newburgh
contra Glouch. W. Sol. 1 pag. 797. 798.

2.
* It was not sufficient to support a disposition of goods by an outlawed Sheriff, but it was
= granted for his price or even so far as to him and intimated for the satisfaction of the debt
and leaving the ground with the Sheriff for the King and his donatory
was granted thereby. In respect the outlaw being liable only for the price of the
corn & straw the property of the goods in question was his and belonged to the King and his
donatory who were not obliged to debate upon what account or occasion the outlaw was
= debtor to his creditor of the disposition or what use was made of the goods disposed by him.
As a creditor proceeding or proceeding or a creditor proceeding by virtue of the Equal and tacit hypo-
= thek competent to him could not discharge upon payment that the Sheriff was debtor to another
for the price of coins furnished to him the ground, there being no such hypothek allowed by the
Law of Scotland 12 June 1667 Lindsay contra Summers. A disposition of moveables by
man to his wife was found not to exclude the donatory in his Executors except in so far as amended
= clothes and ornaments to her person, which were excepted a Commission 17 January 1678 1680
contra Lord Galt. Because of such dispositions could establish a right to such moveables in the
wife's person, the same did not occur to the Husband's wife, and therefore became affectable
= by the diligence of his creditors.

* N. 1. Popping holes in a... ~~the Express of... a...
and charge to... a...
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A Extract of... the... 1675 to which order...