

\* N. 1. A Colonel of a Regiment, having drawn a precept for a certain sum upon the Kings general  
 receivings payable to the Receiver of the Signet for the Beroof of the Secretary of State out of the  
 first and readiest 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 held to have negated the precept and done diligence for  
 recovering entire 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 to the creditor in the precept the  
 first and readiest of the debentures due to him by the Government for the said Regiment  
 for satisfying the sum in the precept yet resting unpaid 20 December 1711 E. Colm contra  
 E. Gloucest.

\* But a creditor's receiving for his further security a precept upon the Debtors Chamber-  
 -lain or any other person will not oblig the creditor to the formality of presenting  
 Intimating and protesting: Because such precepts in security are not made in the  
 matter of Exchange & Trade between Merchants 27 July 1666 E. Newburgh  
 contra Glouc. 2d. vol. 1 pag. 797. 798.

2.  
 \* It was not intended to support a disposition of Goods by an outlawed Rebel, and it was  
 granted for his price or value in return for his outlawry and imprisonment for the maintenance of the same  
 and having the ground with of the Successor of the said Land and to the King and his Donatory  
 was granted thereby. In respect the outlaw being liable only for the price of the  
 coin & thus 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  
 liable to his Receivers of the said property, or what use was made of the goods disposed by him.  
 As a creditor pawning or pledging, or a Master pawning by virtue of the Statute and tacite hypo-  
 -thek competent to him could not dispute upon premises that the Pawn was sold 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 Lumsden contra Summers. A disposition of moveables by  
 man to his Wife was found not to exclude the Donatory in his Escheat except in so far as amended  
 clothes and ornaments to her person, which were excepted a Commission 17 January 1678 1680  
 contra Lord H. Because of such dispositions could establish a right to such Moveables in the  
 wife's person, the same did revert to the Husband jure mariti, and therefore became affectable  
 by the diligence of his creditors.

\* N. 1. Pawning moveables is not allowed for moveables goods the Expresses of pawning a possession  
 and charge to hold a Liberty under his Majesty's Signet with sometimes pawning the goods of  
 which the pawning is not able to satisfy: a Statute of the 2d. of James VI. cap. 10. §. 1. 15  
 which is to be taken in Liberty, pawning, or pledging by virtue of Letters of Signet the goods not exceeding  
 two hundred marks value, without any further warrant than a Seal of Signet, in respect of the said containing  
 the Expresses of pawning to hold a Liberty, it is not to be taken in Liberty, or in respect of other persons  
 of Captives under the Signet could be libere without signet Letters to the effect of the Statute  
 of pawning a possession, and a possession, committed for his outlawry and not to be taken in Liberty  
 were allowed. In a remaining of difficulties so made the contented Statute of pawning a possession  
 follow to be interpreted for small sums it is there more full. Thus the more increase of the  
 the sum be, may it more non bailiul execution, the Law makes no deduction of goods and loss  
 him, and the Law had no regard to the power to alter or qualify the same 5 February 1675 Hans Supply  
 cant. opposed by Dunblain

An Extract of what discharge must be taken by the pawnshop or Taylor. But a pawnshop is not to be taken in Liberty, or in respect of the goods of the pawnshop 1675. To what order