* n. 2. It would be a malicious and unreasonable Thing to arrest a Debtors current Rents for Security of a Sum payable at a Distance of several years after, if his Credit be entire; being the Design of indulging by Paction so long a Term of Payment could at no other Time, that in the Interim he might have the free Administration of his Estate, and be able to raise out of it a Fund for satisfying his Creditor at the Term of payment, which Benefit agreed to in favour of the Debtor, the Creditor ought not to abridge him of by arresting his Effects immediately. But if such a Debtors affairs fall in Disorder, and other Creditors proceed to Diligence against him, there is all Reason that the Creditor whose payment is cast off to a long day should in the mean Time use the Legal Remedies to prevent other Creditors from running away with his Subject of payment, and not be obliged to stand with his Arms across without power to take the least hold of his Debtors Effects, from which only he could expect payment. Therefore Diligence by Adjudication was allowed upon a Child's Bond of Provision ten years before the Term of payment in Regard the Father's circumstances were then going wrong 24 January 1724 Lyon contra Creditors of Eagler-Ogilb. And arrestment of a Companys Rents upon process depending against them for Security of a Sum in their Bond payable at a Term four years after, was not allowed to be loosed as irregular without Caution or Consignation: Because the Company were alienating their Effects, and Diligences were goaling against them. And tho' the Creditors rested at first upon the Companies personal Security without stipulating Caution, the superveening alteration in their circumstances made it reasonable to exact Security from them, 27 February 1728 The York Building Company supplicants contra Sir John Moores and Ainsworth.

* The Royal Bank of Scotland having out of a design to Ruin the old Bank their Rival in Trade Emulously and indiscreetly made themselves masters of 10255 £ Sterling of the old Bank's Notes in order to make a Run upon it at a Time of known Scarcity of money in the Country, brought an Action against the Managers thereof for that Consignation sum due by their Notes or Tickets payable to the Bearer; and upon the Dependance offered to the Lords of Session a Bill of Arrestment. It was Answered for the old Bank that no warrant of Arrestment ought to be issued forth against the Effects thereof for the Reasons following. 1°/ Such Diligence is only intended for a Security to Creditors against Debtors who are unwilling to pay and squandering away their Effects and may be stopp'd and loosed upon Security given: Now tho' the old Bank be force'd, in the present Situation to stop payments till such Time as money can be brought in, they are able and resolved to Answer all Demands upon them with the utmost Expedition, and for Removing any Ground of Complaint have appointed their Notes to bear Interest from the day of the Stop. And where Creditors are fully secured already, and don't so much want Money, as a Handle to destroy their Debtors by Diligence & Distress, why should Malice and Envy be gratify'd? 2°/ The Granting such Diligence for Notes payable to the Bearer (no certain Creditor) and transmissible from hand to hand by the simple Act of Delivery, is inconsistent with the nature of the Thing and with common Justice. For if Arrestment were allowed to proceed upon those Notes in the petitioners Hands qua Bearer, the like process might be used upon them when in other Hands. So that both the common Debtor and the persons in whose Hands such Arrestments are used must be at the Expence of loosing Arrestments day after day, and of finding Caution innumerable Times without prospect of any End; And at the same Time would be at an absolute uncertainty where to come at those Notes to pay them off or to whom to find Security for loosing the Arrestments, or whom to call in case of a multiple poinding or double Distress. The first user of the Diligence, if the Notes be gone from him, as they may in a moment, can notor recover the person in whose hands arrestments lyed; the next Bearer being in Law an Assignee without necessity of Intimation. 3°/ It is plain from the Erection of the Bank that they were either to issue out Notes upon their Credit above the Ready Cash kept in Hand to hyperpoise the want of Specie by creation of that Equivalent, or were to be Bribes to the Nation, or Rather a Nuisance than a Benefit. And it could never be the Intention of the Legislator, that a company erected for publick utility, should,

because of their Endeavours to serve their Country in the way and manner proceeded, be pulled to pieces upon every accidental Interruption, by arresting all their Effects, and so be disabled to answer the Design of their Erection, or Rather to satisfy Notes warrantably issued by them. It was Reply'd by the Royal Bank 1°/ whatever might be said for refusing Arrestment on depending Actions for illiquid Debts, libelled at large without proper Vouchers, or where the Term of Payment is not come; There is no Instance of denying such Diligence on Actions for payment of clear liquid Bonds or Notes acknowledged to be Resting by the Debtor; being a Creditors Right of Debt would be useless to him if the Legal Means to make it forthcoming were denied. And tho' the old Bank's Security rather be Good, the petitioners want to have their money and demand such process as Law provides to come at it, which the Court cannot deny without assuming a power of dispensing with the Laws, or equal to that of granting protections for Debts contrary to the Claim of Right. 2°/ If the old Bank chose to carry on their Trade by issuing Notes in particular Form, which produces consequences fatal in income it to them now, when, upon stopping of payment, process issues against them, they must blame themselves and suffer for their Indiscretion: But no accidental Incumbrance of that Kind can allow the Law or deprive the Creditor of his Legal Remedy. 3°/ The Bank as an incorporation may sue and be sued: And that corporeal Courts of Diligence is absolutely necessary to give them Credit and support. Because no man would trust them if they could not compel speedily to pay and they could not take Security for demands upon them, in this summary way, such those Debtors. The Lords of Session can only Expound and execute Laws; and cannot be determined by political Incumbrances attending the Execution of them to act in a manner different from what the Law directs. 11 July 1728 The Lords found that Diligence by Arrestment was not competent against the Effects of the old Bank upon their Notes payable to the Bearer.