loosing the charger's arrestment. Answered, The arrestment was not sufficiently loosed unless the letters had been intimated to her, for such is the style of the letters. Lord Woodhall suspended the letters *simpliciter*;—and on a reclaiming bill, without answers, we adhered, for the style of the letters is no more than a continuation of what was the necessary style of them before the act 1717, but was since quite unnecessary and disused.

ASSIGNATION.

No. 1. 1735, Nov. 7. GRAHAM *against* REID.

KILKERRAN, probationer reporter. The Lords found a decreet holding as confessed not null, for that the execution was not produced, the decreet being in 1693. *2dly*, A bond being assigned to one, and the heirs of his body, and their heirs and assignees, whom failing to another, the decreet obtained at the substitute's instance without service or cognition as heir to the institute void and null. But if the substitution had been to him directly without mentioning the heirs of the institute's body, the Lords thought no service or cognition would be necessary. *3tio*, They found the decreet void and null, for that it was obtained at an assignee's instance after the cedent's death upon a general assignation without confirmation.

No. 2. 1737, July 13. LAUDER *against* EARL of ROSEBERRY.

FOUND, that the assignation referring to a list of debts, in which there was one article, "Due by the Earl of Roseberry by bonds, bills, &c. L.600 sterling," without specifying any particular bond or bill, the assignation was not special, but required confirmation; and therefore refused letters either of horning or arrestment.

No. 3. 1737, July 15. AITCHISON'S ASSIGNEES *against* DRUMMOND.

(See Note of No. 10. *voce* ADJUDICATION.)

No. 4. 1741, July 8. LAING *against* NICOL.

THE question whereof we doubted was, how a creditor of a general disponee can make a title to the effects of the defunct falling under the general disposition, since an arrestment is not sufficient, but he must confirm before extract; and for my share, I could not see how such creditor, either of a general disponee, or an executor and universal legatee nominate, can confirm the defunct's testament, the act 1695 having provided a remedy only to the creditors of nearest of kin. This point we remitted to be heard before the Ordinary.

No. 5. 1743, Jan. 11, 22. CROCKAT *against* BROWN.

THE Lords sustained the objection to an intimation of an assignation, that it was made in general for the representatives of the assignee without mentioning who these were, and

that it was made to a minor and his mother as his curator *sine qua non*, and does not offer evidence that she was curator, nor that there were no more. 22d January, Adhered, and refused a bill without answers.

No. 6. 1745, June 5. MARY HAY *against* STEUART.

A HORNING and arrestment being raised by Thomas Blair of Newton, now deceased, which, and the ground of debt, he assigned to his wife, and she also confirmed, and used arrestment on the letters raised in her husband's name; Steuart also arrested, and afterwards objected, that neither letters of horning nor arrestment raised in name of one person can be executed in name of another; though there may be a difference in poinding where the Messenger is a judge. We directed Drummore, Ordinary, to call the Keeper of the Signet, and cause him report the opinion of the Writers. And 7th June, the Ordinary reported the unanimous opinion of the Clerks or Writers to the Signet by their Keeper, that neither horning, arrestment, nor poinding in a cedent's name or a defunct's, can be executed in the name of the assignee or executor; and we found the relict's arrestment null.

No. 7. 1749, July 14. TELFER *against* SPENCE.

A GRATUITOUS assignee suing, payment was sustained proveable by the cedent's oath. The cedent had gone out of the country and had been banished, and the question was, on whom it was incumbent to report her oath? and the Lords unanimously found, that the gratuitous assignee must report it.

BANK.

No. 1. 1735, July 25. DALRYMPLE *against* EXECUTORS of HALKET.

THE Lords adhered to their interloeutor of the first instant, finding that bank-stocks are simply moveable, and fall under the *jus mariti*.

No. 2. 1749, Feb. 24. BANK of SCOTLAND *against* ROYAL BANK, &c.

HUGH CRAWFORD sent a L.20 Bank note to a friend at Glasgow by the post, inclosed in a letter, which was taken out of the post-house and never came to hand; and he advertised it, distinguished the number, and particularly that he had indorsed it on the back. The note at last came to the Royal Bank with the indorsation scored, and they in common course exchanged it and other Old Bank notes with the Old Bank. Hugh Crawford hearing of this raised a multiplepoinding in name of the Old Bank against himself and the Royal Bank, which was this day reported by Lord Strichen; and we thought there was not sufficient proof that it is *res furtiva*, and, if it were, thought that Hugh Crawford was *in culpa*. But we would not determine that point, but agreed to decide the general point, supposing there were proper evidence that this note was stolen; and we unanimously