

1629. *January 24.* DICKSON *against* L. URTHILL.

Two creditors to one common debtor contending for a sum owing to them, it was found, that an inhibition used by the one creditor against the common debtor was no impediment to him to make, nor to the other to receive, an assignation to that debt controverted, albeit made after the inhibition executed, the same being made for satisfying of the debt owing to that creditor before the inhibition; albeit the inhibition might be an impediment to the common debtor to contract new debts after the executing thereof, which might hinder the inhibitor in his lawful execution, competent to him by virtue of that inhibition; which would appear to be understood anent contracting of debts thereafter, which may affect heritable rights, whereupon inhibition only struck, but not for moveables which are affected with other manner of diligence.

Act. *Advocatus et Crsig.*

Alt. *Nicolson et Gibson.*

Clerk, *Gibson.*

*Fol. Dic. v. 1. p. 473. Durie, p. 418.*

No 82.

Inhibition hinders not the conveyance of moveable debts.

1630. *July 2.* DOUGLAS, Minister of Balmerinloch, *against* JOHNSTON.

IN a reduction at the pursuer's instance, upon an inhibition raised against the debtor upon his bond, of a sum of money, for reducing of a posterior bond of a sum of money granted to Johnston, after the said inhibition, and whereupon Johnston had comprised the common debtor's lands, and was thereon infeft; this reason and action upon the inhibition was sustained, to reduce the said bond, albeit it was of a moveable sum, in so far as might be a ground to comprise, or take away any heritable right from the debtor, to the pursuer's hurt, but not to stay either personal execution, or payment by the debtor's moveables; upon which the LORDS found the inhibition struck not, but only that it should be effectual for his heritage, or such like real securities.

Act. —.

Alt. *Mowat.*

Clerk, *Hay.*

*Durie, p. 523.*

No 83.

Found as above.

1631. *February 22.*

L. CORSBIE *against* ACHESON.

CORSBIE, as cautioner for Sir G. Home of Eccles, having paid the debt, and thereupon serving inhibition, bearing, that none of the lieges, directly or indirectly, bargain with Sir George anent his lands, heritages, alienations, dispositions, or contract thereanent, &c. upon which inhibition he intents reduction of a bond, granted thereafter by Sir George to Gilbert Acheson, upon some debt of monies, whereupon he comprised, and was infeft. And the defender

No 84.

Inhibition strikes against after-bonds, in so far as they are the foundation of apprising, but not in so far as they are