

INDEFINITE PAYMENT.

1739. *November 9.* *FORBES against INNES.*

No. 1.

A CREDITOR in two debts, whereof one was due by the debtor *proprw nomine*, the other not, having used arrestment upon the first of a sum due the debtor by a promissory-note; in a competition with an onerous indorsee to the note, who endeavoured to extinguish the debt on which the arrestment was used by indefinite payments made by the common debtor; the Lords found that the arrester might ascribe the indefinite payments to the debt worst secured, so as to support his arrestment. *Vide inter eosdem* 2d February 1739, *voce* PROMISSORY NOTE. *Vide* 2d January 1739, Sir William Maxwell, *voce* COMPENSATION, No. 6.

* * * The like judgment was given 7th December 1742, Creditors of Harwood against Paterson of Kirktown.

See NOTES.

INDEMNITY.

1747. *January 27.*

THOMAS OGILVIE of Coull against CAPTAIN HAMILTON.

No. 4.

ON the subject of the act of indemnity, we repelled the indemnity, but afterwards gave an act before answer to the indemnity.