

APPENDIX.

PART I.

HYPOTHEC.

1801. *February 28.*

The REPRESENTATIVES of ALLAN GRANT, *against* PATRICK ROBERTSON,
Writer to the Signet.

PATRICK ROBERTSON, writer to the Signet, had been employed by the representatives of Allan Grant to wind up his affairs, in the course of which Mr. Robertson had come under cautionary-obligations to a considerable amount for his clients.

Some differences having taken place between Mr. Robertson and his clients, they employed another agent, to whom they desired Mr. Robertson to send their papers. Mr. Robertson refused to part with them till he should be relieved of the engagements which he had undertaken.

Mr. Grant's representatives did not dispute his right to retain them for payment of his business-account: But on the ground that his right of retention reached no further, they presented a petition and complaint against him, craving that he should be ordained to deliver up the papers; 5th July 1749, Naismith against the Creditors of Lidderdale, No. 54. p. 6248.

Answered: If the question had occurred with the creditors of the complainers, it may be doubtful whether the respondent could have retained the papers, except in security of his business-account. But in a question with the complainers themselves, he is entitled, (not indeed in virtue of what is called the writer's hypothec, but on the general principles of the doctrine of retention), to retain the papers till he shall be relieved of every claim which he has against the owners.

The Lords conceiving the point to be settled by the case referred to by the complainers, ordained the respondent to deliver up the papers upon obtaining payment of his business-account.

Act. *Dickson.*

Alt. *Corbet.*

Clerk, *Menzie.*

R. D.

Fac. Coll. No. 224. p. 507.

No. 1.

A writer, even in a question with his client, cannot retain his papers in security of any other claim but his law-account.