

principal and annualrents, and only to cut off the accumulations. But this was not decided. No 21.

Fol. Dic. v. 1. p. 515. Fountainhall, v. 2. p. 33.

1708. February 28.

ALEXANDER ALISON, Writer to the Signet, against Mr JAMES CHALMERS,
Son to William Chalmers, Notary in Kinrossie.

No 22.

PATRICK PATULLO having disposed to Mr James Chalmers an heritable bond upon the lands of Glencorse, belonging to George Patullo, to whom the disposer was apparent heir, and, after intimation of that disposition to the debtor in the bond, having re-disposed the same to Alexander Alison; the LORDS preferred Mr James Chalmers, who received the first disposition; albeit Patrick Patullo, the common granter, was served heir upon the procuratory contained in the second, in order to perfect and validate that right; for the service was found to accresce to the first right, which contained also a procuratory, and warrandice from fact and deed.

Fol. Dic. v. 1. p. 515. Forbes, p. 250.

1738. December 22.

Competition JOHN NEILSON, &c. with MURRAY of Broughton, &c. Creditors of
JOHN GORDON of Kirkonnel.

No 23.

IN the ranking of the Creditors of Kirkonnel, Gordon, the common debtor, having granted several infeftments before he was infeft, the question occurred, Whether his infeftment would bring them in all *pari passu*; or, if it would accresce to prefer the creditors according to the dates of their infeftments?

For John Neilson, and those who had the first infeftments upon the estate, it was *argued*, That, so soon as the common debtor was infeft, the same behoved to accresce to them, each in their order, in the same way as if he had been infeft before granting any of the precepts; to make out this, it was necessary to examine the nature of the *jus superveniens*, and what effect is given to it in law. One disposes an estate, of which he is not proprietor, and the purchaser stands infeft; thereafter, the seller acquires a complete title to the subject; our law says, that there is no necessity for a second disposition; nor, indeed, seems there to be, from the nature of the thing; the purchaser has the consent of the proprietor formally interposed; the subject is delivered to him, and this is all that is necessary to transfer dominion. If, then, there is no necessity of a second disposition and infeftment, after the common author has

If a common debtor grants several infeftments on his estate before he be infeft, and thereafter take infeftment, his creditors must be ranked thereon according to the priority of the dates of their infeftments.