

No. 3. grant an infeftment ; the apparent heir should first have been charged to enter, and if he refused, the next superior should have been required to enter the adjudger.

“ The Lords found, that the heritable bonds and writs in favour of the annual-renters and infefters being prior to the adjudications, the infeftments on the rights of annual-rents, though posterior to the adjudications and charges thereon, were preferable to the said adjudications.

Edgar, p. 41.

Arch. Stewart for the Adjudgers.

Alt. Ja. Fergusson.

* * Lord Kames' report of this case is No. 69. p. 2831. *voce* COMPETITION.

1725. *January 26.*

WILLIAM PRINGLE *against* DR. JOHN MURRAY of Cavens.

No. 4

IN a competition betwixt these parties, it was objected against a sasine of an annual-rent produced for Dr. Murray, that it was null, in respect that it bore not delivery of the proper symbol, but of earth and stone :

To which it was answered, That the sasine in question had been clad with possession for above 40 years ; and though it mentioned the delivery of earth and stone, yet it was said to be in manner and conform to the precept, which bore a penny money ; and in such cases the delivery of the proper symbol had always been presumed, particularly in that of Somerville against Somerville, 23d March, 1631. Sect. 3. *h. t.*

The Lords repelled the objection.

Lord Newhall, Reporter.

Mackenzie, Clerk.

Fol. Dic. v. 4. p. 263. Edgar, p. 157.

1729. *January.*

MARQUIS of CLYDESDALE *against* CREDITORS of MENZIES.

No. 5.

It was objected against an infeftment of annual-rent, that it was null, in respect that the sasine, instead of the ordinary symbol of a penny money, bore only the delivery of earth and stone. It was answered, That there is no statute fixing the symbol of sasines ; that the delivery of sym-