a Decreet conform thereon, but only his Tenants and Chamberlains or other Intromitters with the Lands out of which it is craved 20 January 1662 D. Lennox contra Weems. Albeit no Action of Forthcoming is sustained against the principal Debtor be called: Nor any Action for Implement of an Obligation without citing the Granter. A Decreet conform obtained against the Tenants and Chamberlains of the Granter of a Pension, is effectual against his subsequent Tenants and Chamberlains, but not against those of his Heirs without a new Decreet of Transference Stair Jde. 3. 17.

It is sufficient to deliver a Pension of Coals at the Coalstith, and a Pension of Victual on the Grounds where it grew, or at the Barn Door, without any Necessity upon the Debtor to carry the same to the Pensioners dwelling House, who must do that upon his own Hazard and Charges Jan. Charges 7 March 1628 Pain contra L. Wolmet.

All Pensions granted for special Service done or to be done, continue during the Time they are appointed to last, tho' the Pensioner do no Service there after 3 Decemb. 1615 Jamison contra Mc Leod. A Liferent Pension of this Kind granted to an Advocate in the Exercise of his Office, for Service done and to be done generally, was found due to him after he left pleading and became Clerk in an inferior Court eod. die inter eosdem. Again such a Pension in Favour of an Advocate was sustained effectual to him tho' he did no subsequent Service as an Advocate for the Granter, unless he had refused to serve him when required or had served against him 26 July 1678 Weir contra E. Calander. Nor was it revocable upon this Ground that the Pensioner had pursued Actions at his own Instance ex justa or probabili causa against the Constituent, wherein he was absolvied eodem die inter eosdem. A Liferent Pension granted to a Minister for Love and special Service done and to be done to those in his Parish, was found to cease by the Pensioners being necessarily transported to another Church 25 March 1629 L. Cowpar contra Dr. Strang. Seeing the bygone and subsequent Service in the former Parish was not the final but only the impulsive Cause of granting the Pension. Albeit a Liferenter of Lands or an Annualrent forth thereof dying after Whitsunday and before Martinmass, doth transmit the Half of that Years Rent to his Heirs; and the whole if he survive Martinmass (vid. supra Pag. 478) Yet one who had a Liferent Pension out of Tithes dying in June after Whitsunday, his Heirs had no Right to any Share of that Years Pension; and the Tithes cannot in the least be thereby affected in Regard the Pensioner lived not till after the Corns were shorn 24 Jun. 1630 Scrimzeour contra L. Dirmiton.

Sect. 4

Infeftment for Relief or for Security of Sums.

Infeftment of Relief is that which is granted by a principal Debtor to

to his Cautioner for Security and Relief of Sums he stands engaged in for him: Upon which the Cautioner may enter to Possession after he is distressed. Infeftments for Relief or Security of Sums, are real Burdens whereby Apprisings or Adjudications for the Money so secured, will be postponed according to the Dates of the Infeftments, as Services upon or Impignorations of the Fee or Property of the Granter of the Infeftment; but are no Title of Possession to the Creditor in Relief, till he suffer Distress: Because they are not Rights of Property. Nor any Disposition or other Right of Debts to be contracted, is of no Force, as to Debts contracted after the Seisin taken on such Disposition or other Right, but only as to Debts contracted before. Act 5. Sess. 5. Parl. 2. K. W. Because Infeftments for Relief not only of Debts already contracted, but of those to be contracted thereafter, are often found to be the Reason or Cover of Fraud. Where an Heritable Bond of Relief provides expressly, that the Infeftment to be given thereon should not be redeemable but the Cautioner therein were relieved of all Charges and Damages in general and particularly of the Expence of the said Infeftment; and the Infeftment was granted only for Relief of certain Debts therein enumerated but referred to a Charter respecting a Tenandry: The Infeftment was sustained to afford Preference to the Granter in Relief for the principal Sum, Annualrents and Expences paid by him to any of those to whom he stood engaged for in common Debt, as a Debt at the Time of the Bargain: But gave no Preference for the Expences of expeding his Infeftment: Seeing there is no direct Provision in the Act, and the Infeftment was sustained to afford Preference to the Granter himself only: Nor could it regularly be to the Granter singular Successors are obliged only to notice what is expressly and fully contained in the Seisin. Nor was any Preference allowed for the Expences of supporting the Right, and making it effectual against competing Creditors: Seeing in Competitions every Creditor must bear his own Burden of Expences for his own Security. 17 July 1706 Campbell of Calder contra Creditors of Parkhay. A Disposition and Infeftment of Relief to a Cautioner effected with a Clause, that the granting thereof should be no Ways prejudicial to any former Right made by the Granter to his lawful Creditors of their just and true Debts owing by him to them, was found to operate in Favour of the Receiver a Preference to the Granter's personal Creditors, who had not secured themselves by anterior preferable Diligence: In Respect by another Clause in the said Disposition, it was provided that the Receiver after his Payment by Intromission, should be accountable for the overplus Intromissions to the other Creditors, who could only be the personal Creditors; the real Creditors being safe by the other Clause preserving them to the Receiver of the Disposition himself. 15 July 1707 Stewart of Blackhall contra Rodgers of Corsehill. When the Debt for which an Infeftment of Relief was granted, is paid by the principal Debtor, the Right of

Relief