

Debt owing by the creditor to the Deceased, tho' that being a
Movable Debt belonged to the executor and not to the heir, pro-
prie compensation there on 20 Feb. 1712 Kay contra Crawford of St. Andrew
For compensation has of itself and by virtue of the Lawd's Office,
and may be proposed by any third party interested. A Distressed
Cautioneer may compensate upon a debt owing to the principal
Debtor, which he cannot hinder, Stair lib. 1 Tit. 18 pr. et vers. of
Compensation is Renounced.

Compensation lies, not only against a Creditor for his own
Debt, but also against an Assignee upon a Debt due by the Debtor to
the Debtor himself, before he was Denuded by Intimation of
the assignation 14 Feb. 1633 Keith contra Heriot 16 March 1637
Assignee contra Assignee. In which the assignee Miler Jurisdiction
And within no better Case than he would have been; Cum remota
Juris transference sit quam labels Where one with a general
Assignation, compensation will be sustained against him upon
Debt due by the Decedent, tho' Liquidated after Intimation of the
assignation 18 January 1676 Crockett contra Ramsay. But a Debtor
not object compensation to an assignee for an Incurious Cause, tho'
a Debt not Liquidated the time of Intimation of the Assignation, tho'
he should offer to Liquidate Instantly, Stewart's Answers
Dixie's Doubts Tit. Compensation. For such an Assignee, tho'
could not lie up the Decedent from Assigning. A Debtor
aged for payment by an assignee, will not have compensation
on for the Decedent's Debt assigned to him, if his assignation is
Intimated after, tho' granted before, Intimation of the Decedent
Assignation 12 Decemb. 1665 Gregorson contra More. Stair
by Division 22 January 1663 Wallace contra Edgar 4 July 1676
Rolls contra Brown & Co. Because these two Debts never concur
Inter se; for the Intimated assignation granted to the
Decedent; and the said Decedent, after he was denuded by Intimation
of the Assignation in favour of the Assignee, was no longer
Creditor to the person charged; so that there could be no com-
pensation, which is Contritio Debitor et Creditor. Compensation
Doth not lie against the possessor of a Bill of Exchange
Upon the Indorser's Debt prior to the Indorsement 3 January
Stewart contra Campbell. Nor was a Note of Hand found to
be compensable against an assignee by another Note granted by the
Decedent the day before, for the Equivalent sum to the grantee
of

Of the last ticket: Because the granting of the last ticket seemed a
Contrivance to furnish Credit to the Receiver 11 June 1708 Bunde
contra Kennedy of Colzear. Nor yet can a Depository compensate what
He has by Virtue of that Title with a Debt which the Grantor of the
thing deposited may owe to him. And if two persons had Reciprocally
things belonging to Another deposited in their hands, there would
be no compensation between them in this Case, but each of them would
be obliged to Restore the thing deposited in his hand C. 11 C. Depos. l. 11
And so on. As has been held already, for the same Reason that
Heirs and executors may satisfy their predecessors Debts with
Debts owing to their predecessors; Compensation may be objected
to them upon Debts owing to their predecessors Stair lib. 1 Tit. 18
Stair's Compensation by an Assignee. This compensation was
sustained against a Debtor upon this Ground, that he as Represent-
ing his father was debtor to the Assignee in a proportionable
Debt paid by him upon Distress, for which the father was bound
jointly and severally with the Compensator; he the Compensator
having by the Decedent's Death, that he was heir, served and re-
turned to his father: since the compensating debt was not
constitute against him by a Decree anterior to the proposing
of compensation 31 July 1707 McDonald of Logan contra Rogers
of Sechehan. For compensation when founded on Operates Retro-
and if the party had any objections against the compensating
Debt, he might waive them. But compensation is not consistent
to a Debtor upon the Creditor's Debt assigned to him after the
Creditor's Death. 9 Feb. 1662 Crawford contra E. Murray
19 Feb. 1662 Children of Mousmal contra Lerwrie of Mac-
welltown. Because the Creditors of a person deceased are preferred
only conform to their Diligence: And as no Executor can by par-
tiality pay one Creditor to the prejudice of another for he can-
not the Debtor of the Deceased, by taking assignation to Debts
owing by him prefer the Decedent to the other Creditors of the
Deceased.

Those who are devoted on account of the publick taxes,
such as the Land tax, Excise, Customs and other Subsidies,
cannot compensate these sorts of Charges, with that which
the prince may owe them on other Accounts. For the
Nature and Use of these Contributions is such that no
thing can Retard the payment of them, and much less
can they compensate that which may be due to them
by