

Acquired an Annual rent of money out of these, & the, without right  
 go therefore in security thereof, and conveyed it to a third person, that  
 supervening title was found, not to accrue to the last person, to support  
 his lack of July 1664 Douglas contra. Widdowburn. This supervening  
 Authori non accrescit successori, unless the singular successor right  
 bore absolute Warrantie, or was granted for a certain Cause supporting  
 such Warrantie 22 Decemb. 1675 Fourn of Nisbetburgh contra. Scott  
 Consent without Warrantie to a right granted by another, doth Com-mune  
 only what right the Grantor had at the time; and doth not hinder  
 to Exclude the right Granted to by a right supervening after the for-  
 contra 27 January 1681 Stuart contra. Kuttchison of July 1681 Stuart  
 contra Dumber 1 January 1688 Forbes contra Jones. Albeit a right  
 acquired by a Disposer with absolute Warrantie, Accresce to his  
 successor: because this supervenient Authori accrescit successori, and  
 a Confeutor is not Author. Again, tho any personal objection Upon the  
 Warrantie of a right might be effectual against the Grantor & his  
 When a new title Accresce to him Ex post facto, it cannot Operate against  
 singular successor to that new title. Stair 166. Sec. 4. Supervenient  
 right in favour of the Author's apparent heir transmitted to him  
 before he Entered heir to another, was found not to accrue to the  
 person his predecessor had disposed to. Had. Pat. 5 July 1611  
 Here contra. Caspals of Mhale Stair 166. a person who had a  
 Disposition to lands without Infeftment, having conveyed his  
 right to another who was thereupon Infeft; that Infeftment wa  
 found to Exclude a prior Infeftment of himself out of his own  
 granted by the Author, and not to accrue to the Annual renter; 20  
 June 1676 Brown contra Smith. because the Author was never  
 Infeft, and the Receiver of the Disposition from him took Infeftment  
 upon the said Author's assignation to the procuratory in the Dis-  
 position made to him. But where one having a Disposition  
 to Lands without Infeftment, granted to his Creditor an her-  
 table bond upon the lands who took Infeftment and obtained  
 a Decree of pointing the Ground, and thereafter the debtor  
 having sold the Lands and conveyed his Author's Disposition  
 to the purchaser: the Lords preferred the creditor in the her-  
 table bond at least for the Annual rents ay and while  
 the purchaser's Right were Completed by Infeftment; in  
 regard the heritable bond contained an Assignation  
 go Mails and Duties which were Intimated to the Gen

Tenants by the Action of pointing the Ground, before the conveyance  
 to the purchaser; which was effectual against any other Competing person  
 a personal Right not Clothed with Infeftment. But they reserve to  
 themselves the power to Enquire whether the Assignee's preference  
 should Continue after Infeftment. 4 Feb. 1726. New College of Inverness  
 contra. Struthers, Executors. because it may be pleaded, that an Assignee  
 to Mails and Duties is not good against singular successor, nor shall the  
 the Grantor to Dispose of the property of the lands, but he reserves  
 falls with his right to the property. A Grant made in the year 1600  
 at the form, and delivered by him after his death was held not Dis-  
 clared, to a person who was his Executor before the said conveyance, the  
 Debtor in the bond who acquired the Feudatories Right, was Absolved  
 from making payment to the said Executor: Albeit the Debtor  
 nae, before the Feudatories conveyance, declared in a Letter Under  
 his hand, that the said bond being made by the said Grantor  
 any of the said Executors Executors, he was in order as to  
 filled up as Fictio; which personal objection was found not to  
 hinder him to make use of the Debtor's assigned to him  
 long after, the Grant was never filled up. 19 Decemb. 1676  
 Grant contra. Brown & Barrif.

Superior Right thereto as a Feudatory, different, servient, &c. If no more was  
 In the Author's person. Quia Majori Nest. 9. inus. Thus a Cleric  
 Granted by him who had only a lease was found to carry right  
 so that Infeftment during the life tenant's life. Stair 166. 2. 81. A  
 Disposition in life tenant was found to carry the right of a Feudatory  
 During the lifetime of the obtainer of the Disposition. 2 Decemb.  
 1665 Beg contra Beg. But tho an Estate created for a Duke, Duke  
 or Earl, Duke or Lordship be Disposed, the title cannot be conveyed  
 but will remain and follow the Blood. Stuart's answers to  
 Dirch. Dougl. 6. titles of honour. because quia Nobilitas sine Ho-  
 bilitate dari possunt.  
 Titles by Disposition and Assignation, as all other heritable  
 and Moveable Rights, become good and Unquarrelable by the pos-  
 sive, and indefeasible by the Negative prescription: Concerning  
 which vide infra page 1340 & 1341.