

No 62. reversion or redemption to be used, it can only import a renunciation, but not an assignation: And though the Lords have sometimes ordained parties preferred to take payment, and dispone; yet that is only *ex nobili officio*, upon the general ground of charity *quod mihi prodest et tibi non obest*; but they never did it, where the party could have any detriment by so doing; as in this case Mr Thomas Hay being cautioner for Kettleston, and having adjudged Kettleston and Alderston for his relief, therefore may lawfully affect Kettleston for his annualrent, and both by his adjudication.

THE LORDS found, That the party preferred was not obliged to dispone upon satisfaction, in prejudice of his other right acquired before the competition. See DEBTOR AND CREDITOR.

*Fol. Dic. v. 1. p. 91. Stair, v. 2. p. 644.*

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1678. November 28.

No 63.

WILLIAM REID *against* BRUCE of Newton and BRUCE of Clackmannan.

IN the pursuit at the instance of William Reid against Bruce of Newton and Bruce of Clackmannan, 'THE LORDS found, That Newton and Clackmannan being *correi debendi*, the payment of annualrent by Clackmannan clothed Reid's right with possession against Newton, to give him preference to other creditors.'

*Fol. Dic. v. 1. p. 91. Fountainball, v. 1. p. 26.*

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Competition of a base infestment with a liferent escheat. See ESCHEAT.

Confirmation, in what cases it makes infestment to hold of the Superior confirming. See CONFIRMATION.

See PERSONAL and TRANSMISSIBLE.

See COMPETITION.

See PACTUM PRIVATUM.

See INFESTMENT.

See PRESUMPTION, Rights when presumed simulate.

See RIGHT IN SECURITY.