

- No 85. may renounce; because, in law, and by the contract, he is obliged upon payment to renounce, so that it is not a voluntary deed. And there is *eadem ratio* in wadsets after inhibitions, seeing the right is granted with that condition, that, upon payment, the creditor should renounce; and, as I may grant a right to a person inhibited, so I may grant it with that quality, that he should be obliged to re-dispone, in which case, he may lawfully dispone back again, notwithstanding of the inhibition.

Dirleton, No 96. p. 38.

- No 86. 1685. December 9. M'INTOSH and SOMMERVILLE *against* PRIMROSE.
THE price of lands (like other moveable subjects) is not affectable by inhibition or interdiction.

Fol. Dic. v. 1. p. 473. P. Falconer.

*** This case is No 16. p. 5087.; *voce* GIFT of ESCHEAT.

- No 87. 1700. July 16. CREDITORS of COCKBURN of Langton, Competing.
THE LORDS found, That inhibition extends not only to *acquisita*, to what stood in the debtor's person at the time of executing the inhibition, but likewise to *acquirenda*, if the lands lie in the same shire where the inhibition was published, as had been often decided.

Fol. Dic. v. 1. p. 473. Fountainhall.

*** This case is No 18. p. 1290.; *voce* BASE INFETMENT.

- No 88. 1703. December 31. OLIPHANT *against* IRVINE.
INHIBITION as it bars alienation of lands, so it bars contracting of debt, by which lands may be attached, but it does not bar the debtor to alienate other heritable rights, nor is there any clause in letters of inhibition directed to that end; and therefore the LORDS found, that an assignation of an heritable bond, upon which infetment had not followed, though containing a clause to infet, was not reducible *ex capite inhibitionis*.

Fol. Dic. v. 1. p. 473. Fountainhall. Dalrymple.

*** This case is No 115. p. 5562; *voce* HERITABLE and MOVEABLE.