

on the consignment, the consigned sum could only belong to Dunbeath's heirs, No 120.
 who only could renounce the wadset, and not to his executor; and therefore
 the defender is not obliged to pay the consigned sum, but may, and doth pass
 from the order.

THE LORDS found the defender not obliged to re-produce the sum, or to in-
 sist in the declarator; and found, that if he did insist, that the sum would fall
 to Dunbeath's heir, and not to his executor, and that it is not in the case of the
 price of land due by a contract, not perfected in the disponent's time, which
 may belong to the disponent's executor, though the disposition must be perfect-
 ed by his heirs, it being by the disponent's own deed, that takes the price as a
 moveable sum, and thereby preferring his executor to his heir.

Stair, v. 2. p. 856.

1712. February 27. SCOT against DUTCHESS of BUCCLEUGH.

No 121.

FOUND that decree did not render an heritable bond moveable, unless a
 charge had followed on it.

Fol. Dic. v. 1. p. 373. Fountainhall.

*** See this case No 16. p. 3362.

S E C T. XXII.

Effect of Requisition.

1626. March 15. JOHN GRAY against WM. GRAHAM.

No 122.

FOUND, that arrestment may be made upon a bond, bearing the common
 clause after infestment, to pay without requisition, both for the principal sum
 and for the annualrents, after the charge continually to the term of payment.

Kerse, MS. fol. 235.

1630. March 10. DR. LINDSAY against TOWN of EDINBURGH.

No 123.
 The Town of
 Edinburgh
 became

THE Town of Edinburgh being debtor by an heritable contract, to umquhile
 Thomas Heriot, in the sum of L. 10,000, to be paid upon requisition at three