

1739. December 11.

MR GEORGE BUCHAN *against* Sir WILLIAM COCKBURN.

No. 2.

A DISPOSITION *a non domino* with consent of the *verus dominus*, that consent imports not barely a *non repugnantia*, but also a conveyance of the property; whereas such a consent by a creditor though infest, or even a wadsetter, imports no more than a bare *non repugnantia*, and not a conveyance of his debts or of his securities for them. Therefore, though the Lords first found that Sir William Cockburn having consented in a disposition by Langton Cockburn of a part of his estate to Mr Buchan, must make over his rights upon the estate so far as necessary for security of Mr Buchan's purchase; yet, upon reviewing the case, they altered the interlocutor, and found that consent imported no more than a *non repugnantia*. (See Dict. No. 85. p. 6528.)

1744. July 26.

CREDITORS of EASTERFEARN *against* REPRESENTATIVES of ANN
M'LEOD.

No. 3.

WE gave the like judgment with the above, (No. 2.) and found that a consent by a liferentrix of annuity imported only a *non repugnantia*, though it had also the words renounce and overgive.

1748. February 11. EARL of HOME *against* BOTHWELL.

No. 4.

CONSENT by a debtor, to an assignation, being in a contract of marriage, sometimes interpreted to be only *honoris causa*, and not sufficient to debar him from objecting to the cedent's right, or from competing with the assignee as having himself a better right.—The particle "or" is sometimes interpreted *conjunctive*.—*Vide inter eosdem, voce* PROVISION TO HEIRS AND CHILDREN.

See June 21, 1737, Ogilvie *against* Ogilvie, *voce* FACULTY.

See Creditors of Auchinbreck competing, 15th December 1749, *voce* PROVISION TO HEIRS AND CHILDREN.

See NOTES.