

*JUS QUÆSITUM TERTIO.*

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1744. *January 3.* CREDITORS of MR HUGH MURRAY, *Competing.*

No. 1.

A MAN taking from his clerk or servant a receipt for money given him to pay creditors, specifying the creditors that he was to pay, gives *no jus quæsitum* or preference to these creditors before it be so applied; and therefore the debtor dying, all his creditors were preferred on that sum according to their diligence. *Vide inter eosdem voce EXECUTOR—FRAUD—MUTUAL CONTRACT.*

See Ogilvie against Ogilvie, 22 June 1737, *voce FACULTY*, No. 1.

See NOTES.

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*JUS SUPERVENIENS AUCTORI ACCRESSIT SUCCESSORI.*

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1738. *December 22.* CREDITORS of GORDON of Kirkconnell.

No. 1.

ONE having granted several different infestments to creditors before he was infest himself, and he being thereafter infest, his infestment was found to accresce to the creditors according to the dates of their several infestments, and not *pari passu*.

\* \* The like judgment given, 1742, December 10, Creditors of Girdwood.

See Thomas Boyes against Ogilvie, 10th January 1738, *voce CAUTIONER*, No. 7.

See Paterson and Miller against Paterson, 4th June 1741, *voce LEGACY*.

See NOTES.