

1751. June 11, 25.

CREDITORS of LANGTOUN, viz. TURNBULL of Houndwood, *against*  
STEWART and INGLIS.

No. 13.

Mode of convey-  
ing annualrents.

ARCHIBALD COCKBURN, younger of Langtoun, having right to a preferable infeftment on the estate of Langtoun, of L.1000 sterling, with annualrent from the 1690; in the 1723 borrowed L.1000, or thereabout, from the society for propagating Christian knowledge; and for their security, he, with his father, Sir Alexander, (who had been served heir *cum beneficio*), conveyed the debt to the society; and they being debtors in relief for about L.700 sterling to Turnbull of Houndwood, and the capital sum conveyed to the society being equal to their debt; Sir Alexander and Archibald assigned in the 1730, the bygone annualrents, from the 1690 to the 1723, to Houndwood, for his security, which annualrents (the assignation bears) the society held in trust for him; and this assignation, Houndwood intimated to the society, April 1732. The society, on the narrative of trust, conveyed these annualrents to Archibald, but securing a preference to themselves. May 18, 1732, Archibald conveyed these annualrents to Patrick Crawford, in security of a debt due to him, who conveyed it to Stewart of Allanbank, and Inglis of Achindinny, the tacksman; and, in the 1739, they, to complete their right, pursued a poiding of the ground. In the competition of the creditors on this estate, Stewart and Inglis objected to Houndwood's right, that neither a right of annualrent, nor the bygone annualrents, could be habily conveyed by assignation and intimation, but only by possession or poiding the ground. *2do*, That supposing that Sir Alexander's joining in the assignation to Houndwood, were equal to intimation to him, yet the right was not then in Archibald, but in the society, and only conveyed to him in the 1732, and his right then no otherwise completed than by Stewart and Inglis's process of poiding; and *jus superveniens* has no place in personal rights; but we thought that Archibald's right was sufficient from the beginning, even without the assignation 1732, because the whole debt remained with him that was over satisfying the society's debt, and that it was sufficiently completed; and some of us thought that *jus superveniens* holds in all sorts of rights, and therefore we preferred Houndwood. 25th June, we adhered.