

as Drummond's property ; but, after being fixed in the houses, became a part of the houses, for which the furnishers had no claim upon the houses, but only an action against Drummond,—having furnished them upon his credit.

The case had been different, had the right of the area been in Drummond : in that case, *inedificatum solo cedit* ; so that the furnishers of the materials would have had a claim upon the houses, and not personally, only against Drummond. And so the Lords thought in a cause decided *24th July 1776*, *Brown against Johnstone*.

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BLACKLOCK *against* ALEXANDER GOLDIE.

IN the case of a minute of sale, where the seller becomes bound to grant a disposition with procuratory and precept, and the purchaser, on the other hand, becomes bound to pay the price, the right is not completely vested in the purchaser, nor is the one party entitled to force implement of the transaction, until he himself is ready to implement his part. In such a case, *fides non est habita de pretio*, nor is the property transferred. But, where the seller disposes the lands *de presenti*, with warrant to take infeftment, and takes the purchaser bound to pay the price at the agreed terms, nothing more remains to be done on the part of the seller ; but the purchaser can take infeftment when he pleases, and, by doing so, the full property is vested in him. In this case, *fides habita est de pretio*, and the seller relies entirely upon the personal security of the purchaser for his payment. The seller has no preference upon the subjects to the other creditors.

According to these principles, the Court decided in a case betwixt Blacklock and Alexander Goldie, *Writer to the Signet* ; See 4 *New Coll.*, p. 290. Goldie purchased Blacklock's lands, and was intrusted by Blacklock to write out the disposition. He did so. The disposition bore, that the price was paid and receipt granted for it ; but, instead thereof, Goldie gave his bond for the price, upon a narrative, that, though the disposition bore that it was paid, yet it was not paid. He took infeftment. His affairs afterwards went into some confusion,—but the Lords found, that, in this case, *fides habita erat de pretio* ; and that Blacklock was entitled to no preference. No creditors interfered : the question was with Mr Goldie.

The judgment went upon this, that Blacklock was totally denuded in favour of Goldie, and that too by infeftment ; and the security of the records requires, that rights of lands should not be incumbered by latent personal deeds.