No 104. might more properly have been considered as improper wadsets, yet to prevent the confusion which an alteration of practice in that particular would have occasioned, the same legal effects have been attributed to them. But an adjudication like the present has no resemblance to either. It has no legal as other adjudications, and it cannot be redeemed on payment of any known specific sum. It cannot therefore be considered as a sale, as no price is either paid or fixed on. In short, the adjudication in question is precisely of the same nature with a voluntary infeftment of annualrent, and there is no reason that arrears on the one should be in a different situation from those on the other.

The Lord Ordinary reported the cause on informations.

Observed on the Bench, An adjudication for future annuities is a security for a conditional debt; but so soon as they are due, it becomes a security for a pure one. The lands are then adjudged *in solutum* of the arrears, payment of which becomes a condition of the reversion. The interest due upon these termly payments, is likewise heritable, upon the principle which has uniformly been considered as settled by the case of Ramsay against Brownlee, No 99. p. 5538.

THE LORDS unanimously found, 'That in virtue of the decreet of adjudication obtained by the deceased Mrs Elizabeth Ross, the annuities in question were rendered heritable property, and now descend to the heir.'

Lord Reporter, *Swinton.* For the Executor, *Hope.* Alt. *Honyman.* Clerk, *Sinclair.*
D. D. *Fol. Dic. v.* 3. *p.* 270. *Fac. Col. No* 127. *p.* 285.

SECT. XVIII.

Accessory Security.

1628. *March* 12. CRAW *against* EARL of KELLIE.

No 105. A BOND of corroboration of a former contract, which was heritable, is likewise found heritable, and does not alter the nature of the debt.

Fol. Dic. v. 1. *p.* 372. *Auchinleck, MS. p.* 145.

1664. *June* 15. EARL of MARR *against* HAMILTON.

No 106. A BOND being granted before the act of Parliament 1641, by the deceast Earl of Marr, to the deceast John Hamilton of Clatto, bearing annualrent;

and this Earl having granted a bond of corroboration in *anno* 1642, bearing annualrent also, No 106.

THE LORDS found, that the bond of corroboration belongs to the heir, as accessory to the principal bond, which is heritable; and the executors also concurred.

Fol. Dic. v. 1. *p.* 372. *Gilmour, No* 102. *p.* 78.

1671. *November* 22. ALEXANDER ORD *against* GRISSEL EDMONSTON.

No 107.
An heritable bond of corroboration makes the sum, in a moveable bond, heritable.

JAMES and DAVID RAMSAYS being debtors to William Edmonston by bond, in the sum of 600 merks, which was a moveable bond, thereafter did grant a bond of corroboration for the said sum, and bygone annualrents, extending to 800 merks, bearing a precept of sasine, wherein there was a provision, notwithstanding, to seek payment upon the first bond, and that the last was without prejudice thereof. Thereafter, being upon death-bed, he did leave in legacy the said sum to two of his daughters; but William Ord having comprised the saids bonds from the apparent heir, did thereupon pursue the debtor, who did raise a double poinding. It was *alleged* for the legatars, That they ought to be preferred, because the first bond was unquestionably moveable, and was not innovated nor taken away by the bond of corroboration; whereby the said William had reserved to himself a faculty and power to make use thereof, which accordingly he had exerced, by leaving the same in legacy to his daughters, but did never take infeftment upon the last bond. It was *answered* for the compriser, That, by the bond of corroboration bearing an obligement to infeft, and precept of sasine, it made the sum heritable by act of Parliament 1641, and could not be left in legacy; likeways, the legacy did relate to the sum of 800 merks contained in the last bond, and not in the first.—THE LORDS did find the said sum to be heritable, and that it did belong to the compriser.

Fol. Dic. v. 1. *p.* 372. *Gosford, MS. No* 398. *p.* 199.

1676. *February* 18. WAUGH *against* JAMIESON.

No 108.

LANDS being disponed to a man by a near friend under back-bond, bearing to be for security of 2,400 merks already due, and obliging himself to denude upon payment of that sum, and of what other sums he should advance; and the disponer having thereafter granted to the same party a bond for 5,000 merks, bearing no relation to the said security, but being a simple moveable bond to him, his heirs, executors, &c.; the LORDS found, that this bond, in so far as it should be made appear to be made up of the sum mentioned in the back-bond, should belong to the heir of the trustee, because *ab initio* the said security was granted for the same, but that the residue should belong to his executors, as in its nature