

APPENDIX

PART I.

HERITABLE AND MOVEABLE

1797. December 20. *DAVIDSON against KYDE.*

No. 1.

THIS case, which is No. 142. p. 5597. *vide* HERITABLE AND MOVEABLE, was appealed. The House of Lords, May 16, 1798, ORDERED and ADJUDGED, that the appeal be dismissed, and that the interlocutors therein complained of be affirmed.

1802. December 16. *CORSE and Another, Petitioners.*

No. 2.

JOHN BLACK and Company, callico printers at Bonhill, sold their printing-field utensils, materials, and goods on hand, to the Bonhill Printfield Company, at the price of £50,000, who finding themselves unable to pay this sum, were willing to reconvey the whole property to them in security, holding themselves still liable to make up the full price. This was accepted. The moveable property was again put into the possession of Black and Company; and a bond containing a clause of sale, if this should be found necessary, was granted to them by the Bonhill Company for £13,700, the price at which the field was estimated. When sold, it was purchased for £5000 by James Kibble, one of the partners of the Bonhill Company. The share of the deficiency thus ascertained, which corresponded to the interest of the other partners, was paid up; but Kibble's share remained secured as a burden upon the field, along with the £5000. for which he purchased it.

An individual partner's share in an heritable bond taken to a Company, after the Company is dissolved, is held to be moveable in a question of succession, even after all the debts due by the Company are discharged.

Robert Corse was a partner of Black and Company, and consequently a part of this debt, heritably secured, belonged to him. Kibble paid up a part of it to discharge the last remaining debt of Black and Company, some time