

By the Disposer is sufficient: As when the Disposer is not in Possession himself, and so cannot Deliver it to the other: Or when the Acquirer is in possession already by some other title, and so wants not to have the possession Delivered to him. Thus one having bought a Ship where of he was part owner, the property was found to pass to him without necessity of Delivery: because the buyer being already in possession as part owner, the shares of the other partners were lost to him without further Delivery 10 June 1681 *Perth* contra *Robertson*. *Spadina* contra *Stair* Feb. 3. 1711. 2 S. D. Donalds, if possession unlawfully obtained is not claimed by a third party, would not condemn a Disposition granted by one Not in Possession, so as to exclude the posterior Disposition attaining legal possession. The first Disposer there party might claim to be his own, if the laws of a second Disposition were requiring and ensuring to get possession, and hindered by the other's subsequent intrusions that would not be hindrance of complete Delivery in favour of the latter. Possession by symbol or Delivery is not all ways so favourable and effectual as Natural Possession. For if the Grantor were suffered to continue in Natural Possession all his life, or during time after the symbol Delivery, and afterwards such Delivery to be a simulate Deed, his own feoffee and a third feoffee would be forced to give up Effects from the Diligence of his Executors prope. *Marin* contra *Malcolm*. et *Simulat* quest 162. n. 228 & 229. and therefore annuls it in a competition with them, in like manner as a gift to the Escheat where the Heir's wife & children or friends remain in Possession Act 145 Par. 5. b. Thus one who confirmed his Debtor's Household furnishing as Executor Creditor to him, was preferred to the Receiver of a General Disposition thereof with Symbolical possession, *Retenta Naturali possessione* by the Disposer all his life; albeit the Receiver of the General Disposition attained the Natural possession after the Disposer's death prope. the Executors Confirmation 19 June 1711 *Idel* contra *Davies*. A Disposition of one's household furnishing with Symbolical possession *Retenta Naturali possessione* for three years and a half before the Disposer's Creditor offering to pawn it, was hindered by the Receiver of the Disposition, and two years

Years after offering to pawn, was found not to convey the real right and property of the goods to the Receiver of the Disposition, tho granted in fealty of a Justicell 17 June 1719 *Carpe* contra *Hardy*. *Idel* contra *Stair* lib. 3. tit. 1. 11. 16. 2 S. D. 16. When the Justicell lib. 3. tit. 1. 11. 16. 2 S. D. 16. Such a Disposition is not a conveyance, the principal writs being given to the receiver, and a publication for all parties interested.

An assignation to have pawns is made by a publication of the creditor's name and the name of the debtor, and a Beggar lib. 3. tit. 1. 11. 16. 2 S. D. 16. When the Justicell lib. 3. tit. 1. 11. 16. 2 S. D. 16. Such a Disposition is not a conveyance, the principal writs being given to the receiver, and a publication for all parties interested.

An assignation to a Debt, is all Diligence used for payment or satisfaction thereof, tho not express *Stair* lib. 3. tit. 1. 11. 16. 2 S. D. 16. Assignation to a principle bond is all Diligence used for payment thereof as necessary, the posterior to the assignation and not mentioned therein, which bond of Corroboration being in the assignee's hand, is presumed to be delivered by the debtor, albeit the assignation bore not with all that heath bestowed on Mary follow there upon, that being only an explanatory Clause of Stile, which must be sure, is implied in the assignation unless it be expressly Reversed 3 Feb. 1676 *Cutler* contra *E. Earle*. Assignation to a right imports an obligation to Deliver it to the assignee 25 June 1670 *Finley* contra *E. Northcote*. Where a Disposition and Infeftment of lands contained a provision that