No. 19. entire, there was nothing in them. For as to the first, the method used in the present case was no other than what is done every day. Suppose six heirs-portioners served, and obtaining a precept from the Chancery, or a precept of *clare constat*, one attorney receiving the symbols for the whole six, will vest in each of them their interest in the estate: Or where a debtor dispones his estate to his creditors in general, equally and proportionally, one attorney for the whole receiving the symbols in their behalf, will vest the infeftment in security in them all equally and proportionally; nor in such cases would it answer the intention, were it done otherwise, as the creditor to whom the infeftment was first given would have the prior right.

And that the creditors knew not of the infeftments is nothing. For however, by the Roman law, a deed *inter vivos* neither created obligation, nor transferred property, without the knowledge and acceptance of the party, yet with us the rule is the other way; for with us *acquiritur ignoranti*, whose acceptance is presumed from the nature of the grant, if beneficial to him, and that presumption is not to be elided by a proof of his ignorance, it can only be defeated by a repudiation.

Had the Lords thought that there was any thing in the objections, they would not have been ready to cut them down on *res judicata*; for so much was said when they repelled the objection to the form of the sasine, which it had been of dangerous consequence to sustain; and for the other, it was absolutely void of all foundation.

Fol. Dic. v. 4. p. 263, Kilkerran, (SASINE) *No. 7. p. 505.*

SECT. IV.

Clause, VIDI SCIVI ET AUDIVI.—Clause, ACTA ERANT HÆC.

1612 *December* 22. PRIMROSE *against* DURY.

No. 20.

IN an action betwixt James Primrose and Dury, the Lords found a sasine null, because it wanted these words in the subscription, "*quia novi, vidi, scivi, et audivi.*"

Fol. Dic. v. 2. p. 363. Kerse MS. p. 77.

1630. *July* 6. LORD HERMISTON *against* BUTLER.

No. 21.

IN a removing from the lands of Blanse and tower thereof, a sasine bearing tradition of earth and stone, as use is, of the lands and tower, but in the words of

that clause of the sasine, which bears, *acta erant*, &c. no mention being made by the notary that the same was done *in turri*, but only *in fundo dictarum terrarum*, whereby the defender alleged, that seeing *turres* are *inter regalia*, and that sasine thereof is not taken *per expressum*, at the tower and fortalice, as it ought to be, therefore that the pursuer cannot seek removing from the tower by virtue thereof; this allegeance was repelled, and the sasine sustained, bearing, that the sasine was taken of the land and tower, albeit the clause of *acta erant*, &c. made no mention of the tower. No. 21.

Act. *Mowat.* Alt. *Stewart.* *Gibson*, Clerk.

Fol. Dic. v. 2. p. 363. Durie, p. 525.

SECT. V.

Sasine in favour of Heirs without naming them.

1740. *November* 7.

BLACKWOOD *against* The EARL of SUTHERLAND, and the Representatives of COLVIL and RUSSEL.

No. 22.

A SASINE was found null, in respect it proceeded on a precept for infefting the representatives of Robert Robert Colvil and Andrew Russel, without particularly naming and designing those representatives.

Fol. Dic. v. 4. p. 263. Kilkerran, (SASINE) *No. 2. p. 503.*

1794. *February* 14.

JOHN MELVILLE *against* The CREDITORS of GEORGE SMITON.

No. 23.
An infeftment taken in favour of the heirs of a person deceased, without naming or designing them, is ineffectual.

LADY DIANA MIDDLETON conveyed her estate to trustees by a deed, which directed them to settle, upon good, real, or personal security, one half of the residue, after the other purposes of the trust were accomplished, for behoof of Lady Gordon, "in liferent, for her liferent use allenarly, during all the days of her life, and to her son George Gordon, and her daughter Diana Gordon, equally, and their heirs and assignees, in fee."

George Gordon survived Lady Diana Middleton. After his death the trustees lent £1000, part of the residue of the trust-fund, to George Smiton, upon an heritable bond in favour of Lady Gordon, "in liferent, for her liferent use allenarly, during all the days of her life, and to her said daughter Diana Gordon, and the