transfer their Right and Debt to him upon his paying the Value of the Lands; and that the Superior was accountable for his Intromissions with the Rents of the Lands, or Annualrent of the Value thereof in his Option, from the first Time the University did charge him to enter them, and made them Offer of a Years Rent due to him. The Reason of this Decision was, because Law (Act 37. Par. 8. J. 3.) ordains the Overlord to receive a Creditor or any other Buyer (without Distinction of Communities from Single Persons) paying to the Overlord a Years Mail, as the Land is set for the Time, and failing thereof to take the Land to himself and undergang the Debts. 24 July 1713 University of Glasgow contra Hamilton of Dalziel. But upon an Appeal made by the Superior against this Sentence to the House of Peers in Parliament assembled, their Lordships 9 May 1716 reversed the same, and ordered and adjudged, the Appellant to admit such proper Person for Vassal or Vassal as the University should nominate; and that he should account for the Profit of the Lands which he received or might have received without his wilful Default from the Time the Charter was offered to him, deducting thereout the Years Rent due for such Admission, and 30 Pound Sterling for the Costs of the Appeal, and the Appellants and Costs in the Court of Session below to be assessed by the said Court. For preserving and keeping up the Crown Revenue the Barons of Exchequer since the Union, refuse to pass any Signatures of Lands held of the Crown in Favour of Societies Incorporations or Boroughs politick.

6. A Superior hath no Interest to exclude an Apprifer or Adjudger from Possession within the Legal, if he insists not for Infeftment, which only could denude the Person against whom the Apprising was laid, and exclude the Superiors Casualties 3 December 1672. Hay contra Le Earl of Stormont. Because it is in the Apprifers Option either to possess by the making Apprising, which hath the Effect of an Assignation to Mails and Duties or to charge the Superior to infeft him, who can only crave a Years Duties when so charged, and the Apprifer insists for actual Infeftment. Stair Lib. 3. Tit. 3. §. 30. Which to do within the Legal now when a Charge is effectual as Infeftment, for bringing in Apprifers and Adjudgers pari passu, is prejudicial both to the Debtor and Creditor. Seeing till the Legal expire, the Apprising or Adjudication is only pignus prætorium, and doth not alter the Vassal if redeemed or satisfied: But after expiring of the Legal, when the Land becomes the Apprifers or Adjudgers irredeemably the Superior may hinder him to continue in Possession till he take Infeftment and pay a Years Rent. Stair ibid.

7. It hath been controverted, whether Lands being apprised or adjudged, the Casualties of Superiority do, within the Legal, fall by the Death or Deeds of the Apprifer or Adjudger, or by the Death or Deeds of the Reverser? In answer

answer to this Question, we must distinguish Cases. 1. If the Apprifer or Adjudger be not infeft, tho he hath charged the Superior, the Casualties of Ward (9 Feb. 1669 Black contra French) Nonentry (3 Feb. 1681 Ker contra Henderson) notwithstanding the naked Charge given by the Apprifer falls by the Death of him against whom the Apprising was laid, unless the Apprifer had put the Superior in mora, or culpa, by offering to him a Charter with a Years Rent. Stair ibid. Tit. 4. §. 32. Nov. The Lords of Session. But an Apprifer having charged the Superior excludes the Debtor's Liferent Escheat 24 July 1682. Rule contra Rule. Because the Liferent Escheat falls to the Superior with all the Burdens the Vassal hath affected his Lands with, even with the Burden of his Liferent. Stair ibid. And a Charter upon an Apprising without an Infeftment seen in the Lifetime of the Person apprised from detracting the Ward by his Death: Because such a Charter doth imply a fact to the Apprifer of the Casualties that might happen to fall to the Granter by his Lineal Heirs Male. Hope ibid. Ward Hamilton contra Servants of Newmuran Dec. 1. 1708. The Lord Pelleton Doubts &c. But comprising Lands not in Question, either an Apprifer in Ward Lands being infeft those Lands will fall in Ward by the Death of the Apprifer; and if the Marriage of the apparent Heir will fall: Because an Apprifer or Adjudger is but an interim Vassal for Security of his Debt. Sir James Stewart. Answered that minds that wind the Legal runs the Ward falls by the Apprifers Death. He at the same time he handles this Point a little doubtfully. The Lord Stair ibid. §. 30. holds that if an Apprifer be infeft one possessed the Lands fall in Ward to the Superior by his Death, and not by the Death of the Reverser: Because as Invested of the Fee and the Superior should not want a Vassal for his Service. But an Apprising clothed with Infeftment doth not state the Apprifer, who is not in Possession, Vassal so as to make the Ward fall by his Death; an Apprising and Infeftment without Possession, being only a Legal Diligence which he may renounce or pass from, and insist other Ways for Payment. The same Lord Stair (ibid. §. 54.) doubts, if where Apprisers or Adjudgers of Ward Lands die within the Legal any Casualty of Marriage is due by their Decease? Sir James Stewart (ibid.) will have the Marriage of the Apprifers Heir suspended during the Legal, and not to fall by any Apprifer unless the Legal expire in his Person. Seeing an unexpired Apprising or Adjudication is only pignus prætorium consistent with the Debtors Fee: And it were a great Hardship, that a Creditor taking Infeftment upon an Adjudication of Ward-Lands, for Security of his Debt, should by his Decease, while the Adjudication is redeemable, have his Heirs Marriage to fall which may be of greater Value than all the Debt. Therefore he says it was the ancient Practice of