

and sowing the ground whereof the increase fell under Escheat; and so the King and his Donatory was profited thereby. In respect the Outlaw being liable only personally for the Price of the Corn and Straw, the Property of the goods in Question was his and belonged to the King and his Donatory, who were not obliged to debate upon what Account or Vication the Outlaw was Debtor to the Receiver of the Disposition or what Use were made of the goods disposed by him. As a Creditor finding or arresting, or a Master pursuing by Virtue of the legal and tait Hypothek competent to him, would not be frustrated upon Pretence, that the Tenant was Debtor to another for the Price of Corns furnished to sow the Grounds; there being no such Hypothek allowed by the Law of Scotland 12 June 1664 Lumsdane contra Summers. A Donatory of his Escheat except in so far as concerned Cloths and Ornaments to his Person, which were exempted a commutation 17 January 1640 Peebles contra Lord Rollo. Because if such Dispositions could establish a Right to Movables of that Kind in the Wife's Person the same did recur to the Hus and jure maritis and therefore become affectable by the Diligence of his Creditors.

Liferent Escheat being effectual from the Denunciation, renders all subsequent voluntary Deeds of the Rebel, whether within or after Year & Day obtained in that Time than 5. Infeftment for Debt posterior to the Denunciation, or granted in cursu rebellionis for satisfying anterior Debts, both not exclude Liferent Escheats; 19 March 1620 Craith contra Bichy; unless the Outlaw was specially obliged before the Rebellion to grant such Infeftments. Which makes it a necessary Decree 28 January 1627 Wallace contra Dorceous. As Inhibition annulls posterior Infeftments granted in Satisfaction of Debts contracted before, if the Grantor was under no Obligation before Inhibition, to infeft the Creditor. And tho in the Case of single Escheats which fall to the Sovereign jure coronae by the Outlawry, lawful Creditors before the Rebellion doing Diligence or completing their Right after the Gift before Declarator, are preferred to the Donatory, yet in the Case of Liferent Escheats which is a Casualty arising to every Superior from the Nature of the Fee, and the Vassal's being in the Construction of Law incapable, to serve him a special anterior Obligation doth not support a posterior Infeftment conform, to make it exclude the Grantor's Liferent Escheat; unless he be invested of the Infeftment within Year and Day of the Denunciation 3 Decemb. 1634 Lindsay contra Scot. Seeing after elapsing of that Time, which is the Course of the Rebellion, jus erat quassitum to the Superior and the Liferent Escheat carries retro all the Profits of Lands or heretable Rights belonging to the Rebel at the Time of the Denunciation, which no personal Obligation can compete with, nor posterior Infeftment derogate from. So an anterior

Charter

Charter of Lands and Inhibition executed thereon against the Grantor without Seisin taken within Year and Day of the Denunciation, did not bar the Liferent Escheat 8 Decemb. 1623 Kerris contra Glendinning. Because the noted Charter did not invest the Grantor of the real Right, but afforded only personal Action against him and his Heirs. A Person having granted to his Creditor an heretable Bond containing an Obligation to infeft, and Receipt of Seisin, and being thereafter continued and registered at the Court, and Year and Day elapsed before Infeftment taken on the Bond the Gift of his Liferent Escheat was found preferable to the heretable Bond not completed by Infeftment before the Gift 20. Novemb. 1700 L. Black Day contra Creditors of Spot. Again the Liferent Escheat was not excluded by a safe Infeftment before Denunciation not detrahe with Infeftment in cursu rebellionis 19. Novemb. 1633 Lee Renton contra L. Blacket 21. Feb. 1667 Mill contra Clonkton. Tho it would be otherwise were safe Infeftments are preferred according to the Date of Registration of the Infeftment Act 19. Feb. 4. Per. W. & M. Nor yet can Infeftment to a Liferent Infeftment under the Liferent Escheat be set there after unless the Infeftment be intimate or the Infeftment be set there after within the Year and Day of the Denunciation. Tho the Infeftment be set there after within the Year and Day of the Denunciation, yet it will be set off by the subsequent Liferent Escheat of the Grantor unless he be a Proprietor or Liferent. But an intimate Infeftment to a Liferent Infeftment, or Infeftion attained by the Diligence will hinder the Liferent Escheat to hurt the Infeftment. Inward a Prolet Infeftment Liferent Escheat 2. Creditors by Infeftment or Registration, are not preferred to the claimers the Liferent Escheat, unless the Infeftment be completed within Year and Day of the Denunciation, or by a Charge against the Superior, or a Signature directed to the Escheator which in Lands held of the King is equivalent to a Charge. Albeit legal Diligence or Deeds of Law be more favourable, than voluntary Rights that are liable to Infeftion. But Apprising or other Right laid and completed in cursu Rebellionis excludes the Liferent Escheat. See Brath 19 July 1522. Rollo contra L. Follie 13 Feb. 1600 Tenants of Lochard contra Young and Graham 16 Feb. 1631 L. Granton contra Scot 27 July 1673 E. Inlandale contra Creditors of Sinclair 28 January 1676 M. Lurg contra Murray. Pair Lib. 2. Tit. 4. s. 66. Lib. 3. Tit. 3. s. 26. Nor was an Apprifer in such a Case of the common Debtor's Liferent Escheat, allowed to make use of the Liferent Escheat in his Person, to the Prejudice of posterior Apprisings led after the Year indulged for purging the Rebellion, in respect these were within Year and Day of the Donatory's Apprising, and found to be in the same Condition as if the first Apprising had been led for them all, and so came in pari passu 28 January 1676 M. Lurg contra Murray