

and having without his fault Reaped no profit the first Year but rather
 lost three had next of the seasons he was not made accountable for any rent
 that Year 23 Decemb. 1629 Dickson contra Young. An Apprizer was
 found accountable for his actual Intrusions only to the Debtor during
 Years he was Disturbed in his possession viz. 1629 or 1630. But by
 the Debtor 20 January 1631 Burnet contra Burnet. Albeit Apprizer
 cannot Discontinue their possession once begun; yet if several Dis-
 tinct Lands or Tenements be appraised, and the Apprizer possession
 some of these, he cannot be holden to answer for the Rents of
 Distinct Lands or Tenements as he never offered to uplift of any
 1662 Scotland contra Rose wal. Since the Debtor as a whole
 Apprizer might have meddled with these. But an Apprizer having
 obtained a Decree of Mails and Duties against all the tenements
 and small Tenements, and uplifted the Rents from most part of
 was found accountable for all the rents, unless he could shew
 that he was Debarred from uplifting the Rest 20 January 1631
 Burnet contra Burnet. Because in that Case, the Debtor or his
 Creditors had Reason to think that all was uplifted.

When the Rent of appraised Lands Exceeds the Annual
 sum due to the Apprizer, Law 62 Par. 1. l. 1. (Ch. 2) obliges
 the Debtor to pay to him Restrain his Possession to, or to take
 sufficient Security for his Annual rent within the Legal, or to
 light of the Lords of Session; The Debtor always delivering
 to him the evidences of the lands, or transmissio, and Relinquish-
 ing his possession. Which power of Limiting the possession of
 appraisers 27 June 1662 Wilson contra Murray 10 Feb. 1671
 Lady Forwood head contra Gardeners, and Adjudgers 16 Feb. 1671
 Wilson contra Hume The Lords Exercise within the Legal, or
 giving the Apprizer or adjudger his Choice of the lands in
 his Locality, Except the Debtor's house and Main. For our Law-
 givers thought it Reasonable to favour poor Debtors during
 the Course of the Legal, while the Appraising or adjudication is
 but a Legal pledge for Security of the Creditors Money: chind
 upon the Legal Expiring before the Apprizer or adjudger is
 Completely satisfied of all that is due to him, he gets the whole
 Lands. But it is the Debtor only and his heirs, that can get
 possessing apprizer or adjudger Restricted to his Annual rent.

for Clearing of his Debts, or Subsisting himself. For this peculiar and per-
 sonal privilege is not Competent to posterior Appraisers 2. 5 July 1671
 Murray contra E. Southwell and others. Since these cannot Relieve the
 appraisers possession, or furnish him with the Rents; and are at no loss
 thro a former's Universal possession, seeing his Superior's Commission
 will Extinguish pro tanto and make good the Honour for him. Nor is
 an Apprizer bound to Restrict his possession to the payment of his An-
 nual rent, that a Donatory of the Ward, as before in place of the
 Debtor might have the Super plus, whose uplifting the overplus
 would be so much lost Money to the Debtor 20 July 1671 Lady
 contra Martvel. Where as if the Apprizer Intruded without
 Limitation, what is over the Annual rent is Imparable to satisfy the
 Principal him so far as it can go.

Where Houses upon lands appraised or adjudged want to be
 repaired, the Apprizer or Adjudger may move as before the
 the Lords of Session against the person, or persons, whom the lands
 were appraised or his heirs: to hear and see it found and repaired,
 that it is necessary and profitable to Repair the houses on the
 ground. In order to the trial where of the Lords grant a Commission,
 and after Report thereof interpose their Authority to Reparations.
 Upon this Sentence the Apprizer or adjudger, having made the Re-
 parations found necessary, may take an Action to hear and see it
 tried it, that he hath necessarily bestowed so much Money on the
 which Expenses being found truly and necessarily Subscribed, the
 Lands with order them to Accrue to the Apprizer or adjudger, and to be repaid
 to the Apprizer or adjudger at the Redemption of the lands. And
 this order the Lords will take in the last Cases, Novemb. 1671
 1678 Livingston contra L. Bass. As where a Grant of land
 and a harbour Craved the harbour to be repaired 22 July 1676
 Marison of Preston Grange contra heirs of the E. Lothian.

A Charter of Adjudication of titles of certain lands
 with Infeftment thereon was not sustained as a sufficient title
 to oblige the heritor of the lands to make payment of the
 Tithes, without producing the Adjudication itself, and Instructing
 a right in the person of him they were adjudged from; Albeit
 no other Right appeared to Compete: Because adjudications are
 only Relative Rights taken and granted Perpetuo Potentium
 29 Novemb 1710 Mitchell contra Baillie and Phearer.