

then be payable, as if no such term had been expressed; and the irritancy was secured
 the 20 June 1678 Scot contra Gualioner & Erminston. For only penal
 Clauses Instant Require Declarator, and are purgeable pendente processu. Where
 here nothing is taken from the Debtor, only he is obliged the favour of a long term
 of payment which was indulged to him upon a condition he failed to perform.
 That payment of the Penalty in a bond made to a liferenter of the principal sum
 was not sustained as a nullity or ground to Restrict an adjudication for the
 principal and whole Penalty at the fiars Instance 20 June 1711 Creditors
 of Lelintie contra Gellie and Hall. Because the penalty in a bond although
 crossed by partial payment of the Principal sum and the whole principal sum
 still Resting so that any part of the penalty paid to the liferenter was a
 solution. Appraisings or adjudications labouring under some Defects are sustained
 when none Compete upon more formal rights that would be lost and rejected
 Competition with more orderly and formal Appraisings or adjudications. An app
 razing or adjudication where of the legal is Current, or an expired Appraising
 adjudication where the appraiser or adjudger passeth from the Benefit of the
 Expiration, are more easily sustained than Expired Appraisings or adjudica
 tions. The latter upon an Expired which are rigorous and unfavourable. Nor are
 adjudications so strictly dealt with, as General adjudications. Appraisings
 and adjudications are frequently, notwithstanding some lesser Infirmities, but
 as securities for the Creditors principal sum annualrents and necessary
 Expenses, when annulled as to the severity of an Expired Legal and Recurrant
 and Adjudication proceeding upon decrees of Constitution against an Appraiser
 heir or Executor charged to Enter him to his predecessor, for payment of
 principal sum annualrent and penalties contained in his predecessors
 label Bonds, without using previous Requisition in the terms of these
 bonds; was Restrict as a security for principal and annualrents, also
 Requisition was made after the Decree of Constitution, and the days
 of expired before Executing of the summons of ~~Appraisal~~ Adjudication
 which narrows the Requisition 3 July 1707 Duncan contra Perinzeor of
 Adjudication upon the Act of Parliament 1672 Act 19 Par. 2 Sect. 3 Ch. 2
 where of the libel narrated only the Ground of Debt due to the pursuer, and
 required in respect of total payment, the Debtors whole lands to be adjudged
 in the terms of the Statute, without craving the Debtor to produce a
 progress of land Corresponding to the Debt and a fifth part more, this
 is an alternative in the law; was not annulled Exco Expter, but Re
 stricted as a security only for Principal sum and annualrents 17
 vemb. 1708 Yetts contra C. & E. of Graynair. Adjudication proceeding
 an assignation to a bond of two hundred pounds, was Restrict to 200 pounds
 with annualrent from the date of the Decree, and brought in pari passu
 another adjudication without Year and day thereof. In respect the app
 razing was subscribed only by two Notaries and three witnesses for the
 Credit who could not submit, contrary to law Act 30 Par. 6 J. 6 which Requi

four witnesses in such a case 20 July 1710 Sclanders contra Hill. The filling up
 a greater sum in the Recorded allowance of an adjudication than the sum truly due
 contained in the Decree it self, was sustained to take off the Expiration of the
 Legal of that adjudication, but not to bring in another adjudication without
 Year and day thereof pari passu with it 22 Feb. 1712 Hain of Drumkilbo
 contra McWilliam where the Execution of Appraising was not, that a copy was
 affixed upon the Market Cross, and a copy was left there; that was sus
 tained to keep the legal of the Appraising open and to Restrict it as a security
 for the principal sum and annualrents owing to the Appraiser 20 Decemb. 1710
 Baillie contra Cunningham. The Appraising for his sum, where of one sum due
 by a Decree turned into a label, before the appraising, and sustained to secure the
 Appraiser from Requisition of his Intromissions bona fide, before he was cited
 for that Effect, he instantly Instructing the Notary of the Decree appraised for
 23 Novemb. 1677 Boye and Grayme contra Macleach. The Lord's room was
 sustained an Appraising for the sum truly due, and one of the sums
 appraised was due by bond Registered ~~and~~ and the other by the app
 raiser would have Restrict the instant penalties in the bond apprai
 sed for, to primary Penalties: And in respect he signed to do the Dece
 red his Appraising totally 20 Aug. 1678 Norris contra Broock. Nor
 albeit taken by fault or Penalties in bonds for paying annualrents
 principally, being appraised for at least a preceding Declarator may be
 modified according to the Appraiser true damage and the other Pen
 alties for not payment of Penalties and are not modified the Ex
 orbitant appraising 29 Novemb. 1677 & 20 Feb. 1678 Broock contra
 Norris. Albeit where one appraising for more than is known to be
 truly due at the time, but appraising will be annulled simpliciter 20 June
 1678 Scot contra Gualioner and Erminston 13 Novemb. 1624 Kincaid con
 tra Raly Burton. But when an Appraising is set bona fide for a sum
 where of a part is paid, by one who knew not of the partial payment
 it will be Restrict as a security for the Principal sum annualrents
 and real Expenses, coedem die inter coedem 13 January, by 9 Irwin con
 tra Drum. One of three Cautioners having paid, and another
 having paid the Debt upon a discharge and assignation, and for
 two thirds thereof adjudged the other Solvent Cautioners estate,
 the adjudication was Restrict to the Half, and Accumulations
 taken off 26 July 1705 Lillie contra Crawford. Because Co cautioners
 being bound to Relieve one another of Coast Seath and Damage
 thro their becoming Cautioners, whether the Damage happened
 by the breaking of the principal or any of the Co cautioners, the
 adjudger ought not only to have Deducted his own third, but also