

after the former's death, allowed to his factor in his account was paid for the adjudication, and filled up his own name in the blank Disposition, and died without Entering heir to the Grantor of the Bond on which the Adjudication was led: A Remoter heir Male served in special to the said grantor of the bond in the said adjudged, was found to have good Interest to Declare the adjudication Extinct; Not with standing that the last apparent heir Male, who had been more as three years in possession of the said land disposed it in favour of his sister the heir of line to him, without prejudice to the heir of line to use the Disposition in her favour as hears; and the factor purchasing and selling the Adjudication in manner aforesaid, and the last apparent heirs allowing what he paid for it to Exoner him by Interventions with the lands of the lands adjudged, was found relevant to Extinguish the adjudication by payment. Because adjudged being part of these lands which belonged to him till he died, the Adjudication became extinct; and the Disposition was no more but an Instruction oroucher of the payment upon Extinguishment for once ipse Tunc, or later an obligation to the Debtor of his own Bond 13 Feb. 1713 E. 2 a Chancel con Lord and Lady Hawley.

An Expired adjudication upon a Decree Cognitiois against one as Chargee to Enter heir and Renouncing, was got Struck at the Instance of his Creditor as a security for Principal and Annual rents: Because the Execution of the letters of Charge did only bear, that the messenger past at Command within letters of General charge to Enter Heir at the Instance of within Designee and in Heine and Authority within Expressions monce warned and Charge them to compare before the Lord: It is the title of a Citation upon an ordinary summons, and did not bear a Charge to enter heir to have been given, which would warrant a Decree Cognitiois causa, albeit the apparent heir comparing in the Decree Cognitiois causa did not quarrel the Executions, but tacitly seemed to pass from all objection, by his producing a Renunciation 21 June 1710 Strachan contra Magid contra Aberdeenshire the Nullity of an Execution upon a summons to compare could not be objected at the Instance of a Creditor of the person who in case he appear and suffer Decree to go out against them without proposing the Nullity. For a Citation to appear to answer to a libel is designed only to Certiorate the party that he may come prepared to Defend in the process; which end is sufficiently answered

By his missing himself without any Citation and proposing peremptory Defences: Where as the Execution of letters of General charge to enter heir is the Ground and foundation of a Decree Cognitiois causa, which cannot be supplied by a Renunciation which is process only in terms, and for protecting the party charged from a Decree of Constitution. ^{of an apparent and proper charge to enter heir to not forfeit to mist be charged to enter heir in special before} of the Decree can be adjudged. ^{of the Decree}

of Adjudication in Implement.
For making Dispositions or obligations to Infeft in fee or life rent in property or annual rent, essential, the Receiver may get the subject Disposed adjudged to him in the eyes of justice, and the Superior Decree earned to receive him. Which is called an adjudication in Implement. This was an Extraordinary Remedy, originally produced by a defect of session as officio vacante to supply the defect of jurisdiction, which could only be had for a specific Debt, or for a specific sum, or for a specific thing, or an obligation to grant such a right, first to himself, his heirs, or against the Grantor of the right, or a obligation to a Decree, and reason to answer: Whereby also it might have been used by a Debtor, even by a personal Creditor of the debtor. While adjudication in Implement was an Extraordinary Remedy, the Lord said not just and it, so long as there was an ordinary Remedy by holding and Caption competent against the Debtor, to serve the Disposition or obligation to Infeft. But now when ordinary remedies are taken ordinary remedies, there is no ground to put off the Receiver of the Disposition or obligation to Infeft, till he with Infeft pursued all personal Diligence Stat lib. 4 tit. 51 § 9. There was a Judication in a man's lands upon an obligation in his Contract of Marriage to employ a certain sum to his wife in life rent, and to the Education of his Marriage in fee, raised Statute Matrimonio by friends at whose instance Execution was provided to pass, was sustained without necessity of previous personal Diligence against the husband for Implement 27 January 1719 Andersons contra Gilhaigie and Wallace.
Abbreviates of Adjudications in Implement must be made and recorded in the same manner as abbreviates of Judications come in place of Appraisings.
The Lord Stair is not all together Consistent with himself when in one place (lib. 3 tit. 2 § 52 junct lib. 2 tit. 4 § 32) he asserts a year's rent to be due to the Superior by adjudgers in Implement, Dispositions or obligations to Infeft in fee Redemable or Irredemable but not from adjudgers in Implement of life rent rights: seeing thereby the Vassal is not Charged, and the Superior hath the Decree