

Eide, but also the same privilege is indulged to executor
Creditors. Sir Thomas Hope (Ct. de) infirmal, that an execu-
tor will not be allowed to Eide or add to the principal to
amount a sum greater, than a thousand pounds or than the
half of the principal Inventory, which must be done by a
Confirmation. But this is not observed.

If the Executor omitt to give up any thing with the Invent
or do not give up the M^oo cables at the true Rates; the
Commissary may appoint another. Executor Salve ad omnia
et Mala Testamentaria. Who Regularly ought to Eide the
principal Executor if in life, or his Heir or his Heir
Deceased; upon nine days warning to hear and see him
Deceased Executors otherwise a Direct Salve and Confir-
mation in his favour are made 14 Feb. 1642 Bain contra

12 March 1631 Suffragan Salve. Because the prin-
cipal Executor had the privilege to Eide what comes after
share to his knowledge of the Goods were not Decitfully
Sold or undervalued by him. But if he be not able to swer
himself of fraud in that Matter by pregnant Circumstances
and presumptions the purchaser will be preferred to him
Hope Ct. de. 1672. The principal Testament should be pre-
sented, that it may be known whether the Goods alleged to
have been omitted were Confirmed before or not, or if the
good pretended to have been prized within the first year
were truly so unduly valued. Executors Creditors ad
omnia, whose case is favourable for Satisfying their
debt, were not found obliged to warn specially by the
Diel the principal Executor 28 June 1623 Whiteign

But this seems unreasonable. And a person
appointed in a process at the last lane of an executor
Salve, from Resolition of goods belonging to the De-
ceased and Eided to the ordinary Testament; being after-
ward pursued upon the same Heed by a principal
Executor Salve, who had Confirmed after the first
Executor Salve. The pursued Confirmation was main-
tained, for not Calling the first Executor Salve, and so
allowed to subsist as a Salve ad omnia, albeit his debt
was taken out and Executed before the first Executor
Confirmation and his Confirmation expired before the
goods reclaimed were Eided to the first Testament 18
July 1706 Lees contra Dunwoodie. Because there cannot
be two principal Executors in Different Testaments to the
same Deceased; and the Posterior Confirmation could not
subsist as ad omnia, because it bore to be a principal
Executor

Executor. A principal Executor was found obliged to S^o move
upon the kind, quantities and prices of the Goods omitted in
the Inventory at the Instance of an Executor ad omnia, not
withstanding the oath given by the principal Executor at
the Confirmation, that nothing was omitted or undervalued
1 Feb. 1666 18 July 1667 Lee contra Lee. For the one or the
were Different from the other, pricing could not be thence
Inferred: because the executor might have submitted with
or come to the knowledge of more Goods thereafter; and the
prices or worth of the goods being ordinarily but guessed at
by the Executors, the same may come after ward to be
better known. Quantity of things can be reckoned Probabilly
states, that were noted by the testator himself. It will suffice.
The estimate made by him will stand the within the true
Value, if the Difference be small 2 Feb. 1672 Nimmo contra
Martin. For that the Executor was not Obliged, but if the
good have been prized by him within the last year, since of
the true Value to the Advantage of the Executors, and to
the prejudice of the Heir or Creditors, the goods
may be repleated 1 Feb. 1662. Besides contra the Executors
the principal Executor will be Accountable according to
the ordinary price: being non Allegatur by stating the
price, to give the executor, unless it had been expressed that
the price should not be questioned, and then the appraiser
would be Accounted as a party to him, and Injured persons
in payment of the share competent to him by Court of Chan-
cery, for accepting the Testament, Star Ct. 2 Feb. 1662.
A Testament ad omnia &c. confirmed in the same manner
as the principal: except that the former receives no Division
and carries the whole Goods and chat omitted to the executor
Salve ad omnia, excluding the Heir or Children of the Deceased
from the legal share; unless they be able to purge and
clear themselves of a fraudulent omission 16 Feb. 1703
Robertson and Purdie her Husband contra Robertson &
her Heir was found liable to a Creditor of the Deceased her
Husband for Goods of his, submitted with by her and omitted
out of his Confirmed Testament, without her ability to seek
a Salve ad omnia: In regard the Testament therein the
Children were Confirmed Executors, it was given up by the
Heir, her self, whose fraudulent omission of such particular
goods should not be profitable to her or prejudicial to
Creditors 5 Feb. 1623 Schew contra Millinck. For
after ward in another much the like case, Super-
Inhibition was not allowed to be claimed without a