

neither be sustained as a general nor as a special adjudication ; not as a general, because it adjudges for a fifth part more, and for the composition to the superior, and expenses of infestment, as the Act provides in the case of special adjudications ; nor as a special one, since it proceeds not upon a special rental and probation. 2. The term of payment, of the sum adjudged for, is the next term after a liferenter's decease, which was not declared. Answered, The adjudication was led in the year 1679, when the Act was not fully understood ; and, therefore, some escapes in form should be dispensed with. 2. The term of the liferenter's decease being libelled, and not denied by the debtor, who appeared in the process of adjudication, it needed not be proven. The Lords sustained the adjudication.

*Nota.* The Act of Parliament appoints the fifth part in special adjudications, to be the fifth not only of the principal, but effeiring to the principal and annualrents resting the time of adjudication, and stocked. 2. The clause of redemption provides nothing in relation to the fifth part of penalty, or expenses of adjudication, which yet in justice is due. But, in total adjudications, we adjudge ordinarily for principal, annualrents and penalty, all stocked the time of adjudication into a liquid sum ; and also for the superior's composition, and the expenses of passing infestment in general without liquidations, (which, by the Act, bears annualrent from the time of expending,) and total adjudications are declared, by the Act 1661, redeemable in all points as comprisings : and though there be no sheriff-fee due, yet, seeing, in 1661 the appriser had the penalty free, so now adjudgers ought to have expense of the decret of adjudication and recording, &c. so as the penalty may be free. *Page 3, No. 11.*

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1687. *January.* AUCHINMOULY *against* DOROTHY BUCHANNAN.

AN assignation being quarrelled as null, because consisting of two sheets of paper, and the margin, at the joining, not subscribed by the cedent ;—Answered, The cedent being a wife, had judicially ratified the same in presence of the mayor of Waterfoord, in Ireland, attested by his subscribing indorsed on the first sheet. Replied, The cedent does not subscribe the judicial ratification. The Lords sustained the ratification ; but it appeared that the debtor and the cedent had settled. *Page 23, No. 118.*

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1687. *January.* MARGARET BROWN *against* ANDREW BURNET, MERCHANT in ABERDEEN.

IT was debated, if a substitution to one, in case she die unmarried, did convalesce upon her dying within year and day after her marriage. *Page 48, No. 213.*

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1687. *January.* CLIFTONHALL and His WIFE *against* DAVID OSWALL.

A PERSON named executor and universal legatar by his father, having filled