

tended to £.100 Sterling *per annum*, to which she has restricted herself during the Lady Stevenson's life. Alleged, *1mo*, She had unwarrantably filled up the whole lands in the blank, after her husband's death. Answered, *1mo*, Whoever trusts me with a blank paper, allows me the faculty of filling it up, as was used in bonds blank in the creditor's name; *2do*, I required you the heir to fill it up; and you refusing, I might lawfully do it; *3tio*, You have no prejudice; for it is qualified that it shall extend no farther than to the annuity of £.100 Sterling. The Lords repelled the allegiance. The *second* was, This is a tailzied estate, conceived under strict irritancies, and the fiar is expressly bound up not to provide his wife in a jointure exceeding a third of the free rent; so the debts must be deducted, whereof a condescendence is given in, some of them real, and others personal. Answered, A life-rent provision to a third of the free rent can be subject to no debts but such as do affect the rent, which personal debts do not; and a widow's terce, (called in law *rationabilis tertia*) acknowledges no burdens but real ones, as Craig and our lawyers show, and no more can be imposed on the Lady Lee here. The Lords found she behoved to have a third of the free rent, with deduction of real debts allenarly. Then, *3tio*, alleged, By a clause of the tailzie made by Cromwel Lockhart of Lee, it is expressly burdened with all his debts contracted or to be contracted, which makes even his personal debts real. Answered, This makes Richard Lockhart, the next heir of tailzie, personally liable for all his elder brother Cromwell's debts, but does not make them real on the estate against the said Richard's Lady's jointure, given in an onerous contract of marriage. The Lords ordained this, and some other points of competition betwixt them, to be heard in presence.

Fol. Dic. v. 2. p. 434. Fountainhall, v. 1. p. 815.

1722. July 18.

SCOTT of GALLA against CREDITORS of GALLA.

Contracting of personal debts alone, where they are not made real upon the estate by diligence, is no deed of contravention, to irritate the heir's right, though the entail contain irritant and resolute clauses *de non contrahendo debitum*.

Rem. Dec.

. This case is No. 72. p. 3673. *voce* ESCHEAT.

No. 106.
tions was, that the fiar should not provide his wife in a jointure, exceeding a third of the free rents. The free rent was understood with relation to real incumbrances only, and it was found that personal debts could not be brought *in computo* to restrict the jointure.

No. 107.