

No. 2. 1740, Feb. 22. EXECUTORS of LADY TOLQUHOUN *against*
CREDITORS.

THE Lady Tolquhoun was infest in an annuity payable yearly, without mention of any particular term. Tolquhoun died in April 1728, and the Lady died on Martinmas-day in the morning. The questions were two, Whether in such case, though the liferenter should survive but one legal term, she would be entitled to that half year? and in this we had no difficulty to find, that the two legal terms behoved to regulate the interests of fiar and liferenter. As to the second, we at last unanimously found her entitled to the Martinmas half year in which she died, though in the morning of that day, for the same reason, that had her husband died on Martinmas-day in the morning, she would not have had that Martinmas term.

No. 3. 1742, Feb. 9. CREDITORS of MR JOHN MITCHELL *against* HIS
RELICT.

THE Lords waded to determine the general point, Whether a liferent infestment in a tenement in burgh, after it is demolished, and another much larger one built, subsists in the new tenement, and to what extent? because they thought, whatever might be the law in that case where the house perishes by accident, or by age, (in which case the Lords generally seemed to think the infestment would be extinguished) yet where the husband himself destroys the old house and builds a new one, there they thought the infestment would subsist; but in this case, they only preferred the relict to the extent of the sums in her contract; and before answer as to the other points, remitted to the Ordinary to hear as to what succession devolved to the husband through his wife's brother's death.

No. 4. 1743, July 7. MACKIE *against* MARGARET CHALMERS.

AN adjudger, in taking a charter from the Crown, took it to himself and his wife in liferent, for security of implement of the provisions in her contract of marriage, but without any assignment or other deed in writing. The question was, if this was a habile conveyance to her? The Ordinary had sustained the liferent, and because of some circumstances, particularly the possession had, and a sort of decret-arbitral, I was for adhering; but doubted much of the point of law, and therefore moved that the interlocutor should be qualified, as not to be a precedent; which the Lords agreed to, and added, in respect of the circumstances of the case; and the case of Cubbison did not agree.

No. 5. 1748, Nov. 19. HELEN BROWN and HER HUSBAND *against*
COCKBURN.

A LIFERENTRIX having laboured the mains, and died in July 1741, the heir claimed from the executors half a year's rent for that crop, and Tinwald found them liable;—but we found the executor not liable for any rent for the crop of corn on the ground to which she had right. 19th November, Unanimously adhered.