ACCESSORIUM SEQUITUR PRINCIPALE.

No. 1. 1751, Feb. 28. BIRREL *against* WILSON.

ROBERT BIRREL, in 1706, granted an infeftment of annualrent for 1400 merks, to Patrick Kinninmont, who was thereon infeft, and in 1714 adjudged for principal penalty and certain bygone annualrents, amounting in all to L.1176. Kinninmont, in 1718, disponed for love and favour to Alison Algier the annualrent right, with obligement to infeft, and precept of sasine, and sometime after she recovered decreet of poinding the ground. In 1739 Robert Birrel made over these tenements to his son Alexander, in his contract of marriage, whereon he was infeft. Alison Algier died, and Alexander Alison obtained a gift of *ultimus hæres* to her, and thereon got from the town a charter of the annualrent right, and of adjudication, and was infeft, and sold his right to David Wilson, who pursued a removing against Birrel on his infeftment, on the adjudcation. Objected, The adjudication never was conveyed to Alison Algier, neither specially, nor by any general words; nothing was conveyed but the annualrent right, without even the ordinary clause of "all that has followed or may follow thereon," and the adjudication of the property can never follow that as an accessory. And *2dly*, The adjudication is for sundry annualrents that are not conveyed. We repelled the objection, and decerned in the removing. *Renitent.* Kilkerran, *et Me.*—*Vide* the immediate next case.

No. 2. 1751, Feb. 28. GEDDES, *Supplicant.*

LORD MILTON, from the bills, reported a question on a bill of inhibition. Andrew Geddes, as creditor to his brother Archibald in a bond and two decreets, arrested in the hands of his brother's debtor, and recovered decreet of forthcoming. In the settlements of his affairs among his wife and children, Andrew conveyed specially the bond, and two decreets he had against his brother, but did not mention the decreet of forthcoming against his brother's debtor, only there was a general clause of all bonds, bills, decreets, &c. due to him. Now that he is dead, his children presented a bill of inhibition upon the decreet of forthcoming against the defender in that decreet, and the question was, if that bill should be passed, since it was not mentioned; and we found that it should not, which seems not very agreeable to the immediate preceding judgment in Birrel's case, and yet the President was very clear for both.

ADJUDICATION.

No. 1. 1734, Feb. 6. JEAN RAMSAY (Mrs FALCONER) *against* PATRICK DRUMMOND.

THE Lords preferred Mrs Falconer and other adjudgers, within year and day of her adjudication, *pari passu.*

The Lords adhered, but explained the last point of the interlocutor thus, viz. that Mrs Falconer's adjudication in implement against Sir Robert Sibbald's heirs, and infeftment thereon, give her no preference to her husband's other creditors.—27th June 1734.

No. 2. 1735, Feb. 13. AITKEN *against* BALLANTINE.

THE Lords found Ballantine's adjudication void and null *in toto*.

(The Editor has not been able to discover the particular cause of the fate of this adjudication.)

No. 3. 1735, Feb. 21. SUTHERLAND *against* DUFF.

THE Lords refused to add to the adjudication either the L.50 sterling decerned in the suspension and reduction, or the expense of the adjudication.

No. 4. 1735, June 11. MONTEITH *against* HOGG.

AN extracted decreet of adjudication, which was L.20 too much in the calculation, having been recorded *privata auctoritate* even after the abbreviate, which was also recorded, the Lords found the adjudication void and null, and would not sustain it as a security for principal and annualrents in competition with the other creditors.

No. 5. 1735, June 26. WATSON *against* MR JAMES BAILLIE.

THE Lords found that the creditor behoved to prove the rental and value, but that he might possess the hail subjects adjudged, and could not be restricted to his annualrents.—N. B. Both parties seemed much to mistake the act 1672; for these special adjudications are just of the nature of a voluntary sale under an equity of redemption for five years, but the creditor has no power of requisition.

No. 6. 1736, Jan. 16. HORSEBURGH, &c. *against* HOPE.

THE Lords seemed to have no difficulty to restrict the creditors to possess for their current annualrents, had there not been so many bygone annualrents, which could not remain as a dead stock, and therefore remitted to the Ordinary to enquire into the matter.

No. 7. 1736, Jan. 28. CREDITORS of FALAHILL, *Competing*.

THE Lords adhered, but added the reason, because the other creditors did not insist to have the adjudication annulled, but only that they should be brought in *pari passu*. Otherwise I and many others thought it would have been very dangerous to make it an arbitrary question, whether adjudgers should be preferred *pari passu* or not? and that if it had not been the creditors' concession, the adjudication must either have been found totally void and null, or otherwise it must have the preference the act of Parliament gave it.

No. 8. 1736, Dec. 7. RAMSAY of Williecleugh *against* BROWNLIE.

THE Lords unanimously found, that the extension of the legal reversion in the act 1661, whether the extension from seven to ten years, or the extension of legals run be-