

(RANKING OF ADJUDGERS AND APPRISERS.)

1724. *January 24.* LYON *against* Easter Ogle's CREDITORS.

No 2.

IN the ranking of the Creditors of Easter Ogle, in a question with Miss Lyon; the particulars of which are given under the title, PROVISIONS TO HEIRS AND CHILDREN; an adjudication, led in security of the daughter's bond of provision, the term of payment whereof was not till her age of eighteen, ten years after the competition; was preferred, to such adjudications as were not within year and day, though led upon bonds whereof the term of payment was past.

Fol. Dic. v. 1. p. 16. Rem. Dec. v. 1. No 45. p. 89.

1677. *December 12.*LADY FRAZER *against* The CREDITORS of Lord Frazer and LADY MARR.

No 3.
Adjudication
in implement,
led within
year and day
of another,
for a liquid
sum; does
not come in
pari passu.

THE Lady Frazer, upon her contract being infest in the lands of Stanywood, did consent to the sale thereof with her husband; and, in lieu thereof, her husband disposed to her in life-rent the lands of Cairnbulg; but she was not infest during his life, but obtained an adjudication against his heir, and was thereupon infest; the creditors also adjudged for their debts within year and day of the lady; and in a competition for the rents, between the adjudgers and the young lady craving a terce, it was *alleged* for the old Lady, That she had the right of the whole lands during her life, by her adjudication on her life-rent; because the act of Parliament 1661, betwixt Debtor and Creditor, which brings in apprisers *pari passu*, apprising within year and day, cannot extend to this case; neither the late act of adjudications in place of apprisings; because these acts are only in relation to apprisings or adjudications for liquid sums, whereby the first effectual apprising is declared; as if an apprising were deduced for the whole sums appraised for, within the year; which cannot extend to an adjudication, for implement of a disposition in fee or life-rent; which can only reach the lands disposed, and not the whole estate of the disposer.—It was *alleged* for the young Lady, That she is preferable for her terce to all the creditors, because her husband died in fee of the lands in question; and therefore neither the incomplete disposition in life-rent to the old Lady, which was not made real by an infestment, till after the young Lady's husband's death, nor the adjudications of her husband's creditors, deduced after her husband's death, could exclude her terce, constituted *provisione legis*, and requiring no infestment.—It was *answered*, That the young Lady had no right of terce but by her contract produced, whereby her husband renounced his interest in her life-rent from her first husband, and she renounced all provisions to be made by him out of his estate; and though, by a writ a-part of the date of the contract, he declares, that she was not thereby excluded from her terce; yet