LIFERENTER.

1737. *December* 8, 21. FERGUSON of Auchinblain *against* HIS SON.

No. 1.

A MAN having put his son in fee of his estate, reserving his own liferent, and having inclosed a wood of different sorts of timber in order to preserve and hain it; the Lords first found, that the father by his reserved liferent had no right to cut the wood, 26th July 1737; but afterwards they found that he had right to cut it in such time and manner as is agreeable to the custom of the country. (See DICT. No. 22. p. 8254.)

1740. *February* 22.
EXECUTORS of LADY TOLQUHOUN *against* The CREDITORS.

No. 2.

LIFERENT annuity payable yearly without mentioning at what terms, the Lords found, that the interest of the fiar and liferenter behoved to be regulated by the legal terms of Whitsunday and Martinmas; *2dly*, The liferentrix having died on Martinmas day in the morning, betwixt the hours of two and three, they found, that her executors have right to the Martinmas half year's annuity, because they thought, had her husband died on the term day, she would have had none of that term. (See DICT. No. 45. p. 15907.)

1742. *February* 9.
CREDITORS of MR JOHN MITCHELL *against* HIS RELICT.

No. 3.

MR JOHN MITCHELL being bound by his contract of marriage to infeft his wife in an annuity of 500 merks, afterwards purchased a tenement in Glasgow, and took the infeftment to him and her in conjunct-fee and liferent; and thereafter threw down that tenement, which then yielded about L18 or L.20 sterling of rent, and built one that cost him about L.1000 sterling, and yielded about L.60 sterling of rent. The other creditors after his death affected the subject, and insisted that the former tenement being pulled down, her infeftment was extinguished; but the Lords found, that the husband himself having here thrown down the old tenement and built the new one, the liferent infeftment subsisted to the extent of the annuity in the contract. (See DICT. No. 38. p. 8275.)

1743. *July* 7. MACKIE *against* MARGARET CHALMERS.

No. 4.

AN adjudger took a charter of adjudication not only to himself, but also to his wife in liferent, in security of her provisions without any assignation by him. It was much doubted if this was a habile constitution of a liferent; yet because of some circumstances it was sustained.

1748. *November* 19.

HELEN BROWN and Her HUSBAND *against* COCKBURN.

No. 5.

A LIFERENTRIX died in the natural possession of a mains in July 1741, whereby her executors had right to that crop of corn, and reaped it; and the fiar sued them for the Martinmas half year's rent. Lord Tinwald found them liable; but on a reclaiming bill we found them not liable for any rent for the crop of corn to which the relict had right; though if the executors reaped any grass, we thought they might be liable for the grass *in valorem*.—Unanimously adhered.

1752. *December* 21.

JOHN LANG *against* The DUKE of DOUGLAS and EXECUTORS of the COUNTESS of FORFAR.

No. 6

THE Countess of Forfar was infeft in the lands of Bothwell and the woods, which woods had been in use to be cut in 25 or 30 years. The Countess sold them to Lang, allowing him a certain time to cut them, and he paid her down the agreed price; but she died before the time limited by the contract for finishing the cutting, and before the woods in fact were all cut; and the Duke of Douglas the heir stopped further cutting. Wherefore Lang sued the Duke of Douglas and the executors of the Countess, the one or other of whom should be found liable in his damages. The Lord Justice-Clerk, Ordinary, allowed a proof, and on advising found it proven that the Countess had sold these woods before the ordinary time of selling in that country, and therefore found her executors liable. But on a reclaiming bill the Court thought that she had no right at all to sell the woods, but only to cut them for the use of the tenement, agreeably to the judgment of the House of Lords, in the case betwixt the Duke and Dutchess of Hamilton touching the woods of Kinneil; and therefore would not adhere simply to Justice-Clerk's interlocutor, but found the executors liable, leaving out the reason expressed in his interlocutor. (See DICT. No. 12. p. 8246.)

See NOTES.