

point, be in the same case with apprisings of old, and that he always was against annulling such adjudications altogether, and against sustaining them for accumulations

No. 39. 1750, Jan. 12. *ORME against WILSON.*

IN consideration of many objections to an adjudication reported by me, and a long discussion, the Lords sustained the adjudication for principal sum and annualrent, and necessary expenses, but without accumulations. It carried by a great majority.—*Sed reitibus* Kilkerran, and some others.—2d January 1750.

No. 40. 1751, Nov. 29. *PROVOST of ABERDEEN, Supplicant.*

THE first adjudication of Burnet's estate is dated 30th November 1750. Pro. Aberdeen, as trustee for certain pursued adjudications, whereof the last day of compearance was the 28th of this month, therefore yesterday called his summons, and at night gave in his bill, praying warrant to enrol to-morrow in the regulation-roll (though Saturday) in order to be decerned for that day; and other two creditors, Elizabeth Brown and George Moir, whose last day of compearance was 30th November, applied for the like warrant. We granted Provost Aberdeen's, because the days of compearance was past; but we refused the other two, because their process was not legally in Court, and no decret could regularly be pronounced on the very day of compearance. But on the 30th we granted it to them also on a new bill, because the day of compearance was come. *Me reitente.*

No. 41. 1752, Jan. 22. *STRACHAN against CREDITORS of STRACHAN.*

STRACHAN of Dalhackie being bound by his contract of marriage to pay certain sums to the children to be procreated, according to their number, at the terms of payment therein mentioned, and in the mean time to aliment them, Ludovick, the only son, took a decret of L.20 sterling of yearly aliment till his portion should fall due, and thereupon and upon the obligement in the contract for the portion, adjudication in security. But in the competition of creditors, we found that he could not upon the indefinite obligement to aliment, compete with his father's onerous creditors. But we repelled the other objections to the adjudication, viz. that in the decret of constitution of the aliment or adjudication in security, he had not brought a proof against his father, that he was a son, or the only child of the marriage; that he had no decret of constitution of the aliment, but had adjudged on the contract; and that he had not libelled the two alternatives of the act 1672;—in respect it was only an adjudication in security, and not in payment, which he could not have, the term of payment not being come.

No. 42. 1752, Jan. 22. *M'CULLOCH against ROSS.*

IN a question, Whether compensation can be proponed against sums in an adjudication? The Lords found, that though an adjudger is not bound to propone compensation against himself, yet it is receivable in the process of maills and duties not to annul the adjudication, but to restrict it, and extinguish so much of the debt.