

Nay, an apparent Heir who had renounced to be Heir, was found to be intitled to this Aliment till the ^{date} of the Renunciation. 16 July 1667 Hamilton contra Symington. But I doubt if it would be allowed for any Time after the Renunciation. A Lady was found intitled from Aliment to her Stepson served Heir cum beneficiis inventar^{is} his Father, whose Estate was overburdened with the Stepmother's Life, the Provision of her Children and other personal Debts, albeit he was quarrelling her Liferent in a Reduction; seeing if he prevailed then the Aliment would cease 25 July 1705 Aytoun of that Eld contra Colvil. A Liferenter is not bound to aliment an Heir who hath an Employment taking 11 Feb. 1636 Sibbald contra Wallace 21 July 1636 L. Cameron contra Law. Unless his Employment be such as doth not afford him Subsistence 25 July 1705 Aytoun of that Eld contra Colvil. Because the of an Employment will not afford a Man Bread, and officium remains debet esse damnum. Aliment was refused to an indigent fatherless Infant out of the Estate of her Uncle to whom she was presumptive Heir of Line, albeit he was past 60 Years of Age unmarried and a fatuous Person in Compositis under the Care of a Tutor Dative, and so upon the Matter Liferenter only thro his Incapacity to exercise any Act of Property. June 1709 Bonnar contra Bonnar. Because there is no Law nor Decree for modifying an Aliment in such a Case; seeing Law ^{appoints} only Liferentors to aliment the Fairs, and not Proprietors to entertain their presumptive Successors. Nor is Aliment due by a Liferenter to his Heir apparent Heir Male, possessing the Estate not as Heir to him, but as Tutor by singular Titles 16 January 1712 Lyon of Brightoun contra Lady Carke. It being ^{absurd} to enjoy the Estate as a Creditor and claim Beneficium Heir to the Person whom his Diligence and his singular Titles divested. is not sufficient, that the Liferenter offer to entertain the apparent Heir the Liferenter's own Family 19 July 1627 Noble contra Noble 22 Feb. 1631 Funnie contra Cliphant.

The Fier of a Sum Liferented hath Power to uplift it, upon finding Surety to pay the Annuallrent to the Liferenter in the Place of his Residence during his Lifetime. In which case the Fier hath jus excipiendo, albeit the Debtor is responsible, and the Liferenter unwilling to allow the Security 3 December 1709 Lady Pitmedden and her Husband contra Bathgate and Wedderburn.

Liferent

Liferents are payed either conform to the legal or to the conventional Terms. The legal Terms are Whitesunday, when the Corns are presumed to be fully sown; and Martinmas, when they are presumed to be fully reaped. But the conventional Terms vary according to the different Terms of paying Tack Dutys. And the Terms of paying Rent for Grassrooms, differ from the Terms of paying Rent for sinner Rooms. The ordinary Term of Entry to Milns is Limeras, and the Term of Entry to Fishings Michaelmas. This Difference betwixt legal and conventional Terms, and the Variety of the latter hath not a little puzzled our Lawyers in their Resolutions of Points controverted. However, the legal, and not the conventional Terms are still observed, as to the Question quando dies credit 21 Feb. 1635 L. Westrisbet contra L. Swintoun. And tho Sir James Stewart in one Place (in writing to Lord Doublts Ft. Liferenter) thinks, that the conventional Terms should be the Rule, unless there were a positive Law, that Whitesunday and Martinmas should divide the Year, whatever the conventional Terms be. Not in another Place (Fid. Ft. Division of the Dutys of Lands &c.) holds it more equal, that the Heir should make good the Rent & the Liferenter according to the legal Terms, and take the Tenants in his own Hand unless it were otherwise expressly provided in the Liferent Right. Some Wives are provided by their Contract to Liferent the first Crop after the Death of their Husbands; and others are intitled to the Crop of that Year where in their Husbands die; and others to the Half of that Crop. But if the Liferentment of their Liferent Rights be not so expressly declared in the Contracts, the Terms of Payment of all Liferents are regulated by Law, as those of Ministers' Stipends Mc Kenzie Observ. on Act 4 Part 3. L. M.

Formerly where Liferentors of Land-Rent in the Country or Miln-Rent, of Property or Immovent, survived Whitesunday or sicken the Afternoon of that Day, their Exors had Right to the Half of the Liferent Dutys of that Year, whither payable in Money or Victuals. And when they survived Martinmas, or died on that Day in the Afternoon, their Exors had Right to the Liferent Dutys of that whole Year whosoever were the conventional Terms 21 Feb. 1635 L. Westrisbet contra L. Swintoun 16 Feb. 1642 Lady Curnton contra Heir of Archbishop of Glasgow 20 July & 8 Decemb. 1671 Guttherie contra L. Merkinstoun 12 January 1681 Trotter contra Rothead 22 Feb. 1711 Laurie contra Maxwell Craig Feud. Lib. 2. Tit. 9. §. 7. Stair Lib. 2. Tit. 6. §. 9. Lib. 3. Tit. 8. §. 57. Mc Kenzie just. Lib. 2. Tit. 9. §. 46. But Sir William Hamilton of Whirlaw (in his Notes upon Mc Kenzie Feud.) holds, that a Liferenter's dying upon Whitesunday or Martinmas Day whither in the Forenoon or Afternoon

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