

if they the tutors or Curators had as much of the Minors money in their hands at the time of the liquidation: ^{pari} the Minors Creditors who apprise and find in their person may do the same apprising acquired by the husband the apparent heir, were not found Redeemable in this manner; unless it be proved by the husband's oath or writ, that the acquisition was made by the wife's means or upon her account, and to the behoof of her and her heirs. 21 Feb. 1673 Richard son contra Lam. oint. 13 June 1674 Richard son contra Culmer 13 January 1679 M'Dougall contra Guthrie and that albeit it was pleaded, that privileging the husband's of Apparent heirs in the Common case, would evacuate the law as to all female Apparent heirs. Nor was an apprising required by the Debtor second son upon a fine because of his blood relation when his Elder brother was out of the Country found Redeemable by payment of what was truly paid for it 17 Feb. M'Leary contra Gordon. In respect he was not the Immediate Apparent heir aliquid in successione and the Reason and design of the Law intended to be levelled more against the Debtor Apprized from than against his apparent heir: yet my own Stat. lib. 3. Tit. 2. § 40. Considera te Nov. Statute; to make Expired Apprisings acquired by the Debtor Redeemable from them for the sum truly paid for them. 29 The last Statute mentions only Expired Apprisings acquired by Apparent heirs, it is extended to the apprising required by an Apparent heir within the legal Expiration in his person 21 July 1671 Maxwell contra Maxwell. Because the Extinction of the legal Reversion is a right accruing to and acquired by him. And if it were otherwise, this excellent provision might be evacuated: for the unexpired Apprisings may be Redeemed from Apparent heirs Remedio Ordinario; they would always acquire such Apprisings, and make no use thereof till the legals are Expired. Unexpired Apprising disposed to an Apparent heir before this Law appointing Redemption from Apparent heirs was found to be an apprising acquired thereafter; his Infeftment by which the Right was established in his person and his author denied, being tested the fact Eodem die Inter Expens. 30 Tho' this power of Redemption from Apparent heirs, be conceived by the Statute in favour of Apprisers, it is confined to any other Creditor Real or personal 9 January 1677 Hay contra Gorie and others Stat. lib. 3. Tit. 2. § 40. Menzie observ. on d. Stat. Par. 1. s. 1. Ch. 2. Even to Children for their bonds of provisions, tho' after Expiring of the legal: But if not Competent to the Debtor himself against whom the apprising was led, to Redeem from his Apparent heir 3 Decemb. 1680 M'Smith contra M'Smith. Where Rights or Duties affecting ones Estate are settled in the person of such a Near Relation

as the Debtors Apparent heir may also succeed to as heir; these rights and Diligences will be sustained Valid in the person of that Relation Competing with that Debtors Creditor, only in so far as truly purchased for Money, and no farther act 24 s. 5. Par. 2. W. But there is left occasion for such Redemption from Apparent heirs now, when the purchasing any right to their predecessors estate, otherways than fairly at a publick roup, makes them liable as heirs. See act 24. A Temporary power of Redemption from Creditors apprising, or adjudging, is called a legal Reversion; for that it is Competent introduced by Law; and that which lies against Apparent heirs may be termed the legal legal. The person entitled to Redemption, is termed the Reverser who doth Exercise his right of Reversion by requiring the Apprizer or adjudger to receive his money, and consigning the same upon his the Consigners peril in the hands of any person, in case the Apprizer or adjudger appear not or refuse it, which is termed an order of Redemption. There is this Difference betwixt an order of Redemption like against a person within Scotland, and an order against one for the thereof. That if the Apprizer or adjudger, the Reverser or one having power from him must procure him to take his money, and take his instrument upon the Liquidation otherwise it is void 22 July 1622. Desmond contra Foye. Because in legal Reversion no time or place of Premonition is specified. Nor Conjuratory appointed as in Conventional Reversions: if the Apprizer be not personally required, but only at his dwelling house, to take his money. He must be premonished upon 60 many days as are sufficient for him to give attendance either there or at the parish church where the land lies, and in case of his absence or refusal to take his money it may be Consigned in any persons hand there. If he be required personally to take payment and refuse it, Consignation may be made even upon the day of Premonition in any persons hand where the Reverser finds the Creditor. But if the Creditor be out of the Country or have no certain abode, letter of Premonition upon 60 days may be had from the Lords of Session periculo petentis to be Executed at the Mairiel Cross of Edinburgh as Communis patria vixit Consignation may be made 22 Feb. 1631 Murray contra Lord Yester. Stat. lib. 4. Tit. 5. § 10. lib. 2. Tit. 10. § 15. Upon an order of Redemption, an action called a Declarator of Redemption is layed. The Exorbitancy of apprising or general adjudication hath occasioned the sustaining of slender orders of Redemption. Thus a summons against an Apprizer in possession to Count and Account and accept what was Resting to him, hath always been sustained within the legal as Equivalent to