

1626 Lord Lovat contra L. Philorth 23 July 1662 Lord Erskine
contra Lord Philorth 14 January 1669 M. Kenzie contra Robt. G.
an apprising was found legal by the Intromission of him to the
the appriser granted backboned Declaring the apprising to be to
his behoof, and that against a singular successor who thereafter ob-
tained a Disposition and Infeftment upon the apprisers Resignation
12 July 1670 Kennedy contra Cunningham and Wallace.

Where an apprising is redeemed within the legal Redeem-
ment needs not to be re-appealed, as the Lord Birletown (Doubtless &c. in
Comprising) would have him. For all things Return and Pristina
in rem. Nam: The Debtor's former Infeftment Revives without
Renovation upon a Declarator of the Exinction of the appriser
the fee having been still in his person upon Condition of paying
the debt apprised for within the legal, and his apparent he
redeeming the apprising, the lands will fall in. Non entry
till he be entered heir and Infeft Stair lib. 3 Tit. 2 § 37. See
answers ibid. When an apprising is extinguished by Intromis-
sion, the Apparent heir of the person against whom it was
made, may serve and Infeft himself in the lands apprised, and
then obtain a Declarator of Redemption. Seeing Infeftment does
not trouble to have heirs in special to Debtors because of appri-
sings, unless opposition were made on expired apprisings,
and heard by them. But if they should Demur to serve him he
in special, the Apparent heir may upon a General service
Declare. Stuart ibid.

If no order of Redemption be used by the Reverser
within the legal, or against the Debtors Apparent heir be-
quiring an Expired adjudication or apprising within the
limited time after his Right became publick; or if any part
of the sum apprised or adjudged for remain unpaid after
Expiring of these Legals, and after the minor Reverser
passing the age of 25 years: The appriser or adjudger
obtains a Declarator of Expiration of the Legal. Then
whole Subject apprised or adjudged belongs Irredeemable
to him, without consideration of what he Intromitted with
Hope Maj. Prato sit. Confirmation Doctor Linkard contra
Haliburton 28 Novemb. 1623 Craig contra his Genant and
Wilson. And his apprising can neither be redeemed by
the Debtor, nor by his Superior M. Kenzie oblenon act 37

§ 3. For the the legal be not limited as to the Superior, yet
he comes only in place of the Vassal, and so can have no more
privilege than the Vassal. But if the Remainder unpaid be very
small, the Lords will go strictly to work with the appriser
in the Point and Redding; or Perhaps will allow the Reverser
to Redeem, not with standing the Expiration of the legal, quia
Prator non curat Minima Stair lib. 3 Tit. 2 § 38. An appriser, having
been silent till the Legal of his Reversion expired, and suffered
another appriser to possess peaceably all the while, and there-
after compared and got preference to that other: The Lords
found the Expired apprising Redeemable by the postposed
appriser within a year and day after the sentence. 3 Decemb.
1634 L. Clerkington contra L. Corflie. In Respect he was
made believe by the others not being for preference within the
Legal, that he had no apprising to Redeem, and so could not
be blamed for suffering the Legal to expire without offering
to Redeem. A Creditor having first apprised the land of his
principal Debtor, and thereafter that of his Cautions, should
when the legal against the principal is expired, and the
Legal of that he had against the Cautions running, Infeft for
payment out of the Cautions lands; the Cautions may
Justly plead to be Redded to the Value of the principal
lands: Just as the Creditor would be obliged to Allow the
Cautions the Value of Movable goods pointed from the
principal Debtor. And tho a Creditor comprising lands of
a far greater Value than his Debt desisting to be used
with his apprising when Expired be not accountable for the
overplus: Yet if he after Expiring of the Legal, go on
to apprise other lands belonging to the Debtor or his Cau-
tioner, he should be accountable for the Value of the
lands first apprised; Seeing other wise he might apprise
his Debtors lands in infinitum, Stuart ibid. The Leading
a second apprising for debts contained in a former app-
prising and for other sums due to the appriser, was
sustained Relevant, off the Effect of the Expiration of the
Legal of the first apprising; but that first apprising
was sustained as a preferable right for the sum contained
therein, and not found to have been pass from by leading a
second apprising for the same sum 15 July 1635 Peterfon