

himself to Warrant from fact and Deed, And therefore he is presumed to have received the price for such an Obligation granted by an Apparent heir, differed from the like granted by a true heir: In that the latter doth not Operate a Conveyance of the property, but only shire the purchaser from any Damage arising thro' defect of the Right; Whereas an Apparent heirs obligation of that Nature Works a Conveyance of the property, being the purchaser might thereupon have adopted the land from him Upon a Charge to enter heir, in Execution of the Warrantur, and Made them as Much his own as if he had disposed them as if the Apparent heir had Disposed them.

One w^{ch} is not liable to pay for having acted as heir by raising creditors to serve heir w^{ch} was no service followed, or subscribing a Revocation of Deeds done by the Deceased in his Minority 28 June 1670 Elias of South Side contra Carpe. In respect the striking out being implied only a Naked Design to have been heir that was never Executed by Service or any other Meddling with the Executors; And the Revocation was to the Maner of uses except to found an Action of Redition which was never commenced. No. was the behaviour Informed by an Agent against the Apparent heir as lawfully charged to enter heir upon his facting to Produce a Renunciation of the Inheritance after he had taken a day to Renounce 18 July 1629 Murray contra Ross. Or. by a Decree against him upon his facting to prove payment of a Debt owing by the Deceased, which he being sued for the same, understood to do as January 1675 Taylor contra Corfano. Because the Apparent heirs progressing and succumbing in the proof of a peremptory Defence, doth only obligeth him to pay the debt owing to the pursuer, whom he ought not to have delayed upon any plea, he could not make good; and doth not Import an abusive or unjust title against him with respect to other Creditors of the Deceased. By the Civil Law an heirs Making payment of a Debt to one of the Creditors of a Succession, is understood to be an acceptance of the succession, and to bring him into an Engagement to liquidate the Debt. l. 2. C. de hereditate. Since he acknowledged himself to give what he paid, and which he doth not owe but as heir. But by our Law the Apparent heir is not understood to behave by his paying some of the predecessors debts 26 January 1628 Corfano contra Durkell contra Abercromby being that

for the advantage of the Creditors and No thing to their Prejudice. By the Civil Law he who Renounce the Inheritance for a certain sum of Money or any other thing that it may go to the person who Next to him has Right to succeed, is understood to be heir with respect to the Creditors and Legataries, altho he loses the Rights appertaining to that quality with respect to him to whom he had made them over l. 2. ff. si quis suam Rem. sed l. 3. C. de omni. her. Caus. Test. Because he really and truly sells his right of Inheritance, which no one can do but as being heir. In the same Manner as every one who sells any other thing declares himself to be Master of it, and by this his thing himself, if he ever sells a right of propriety. And with respect to what he has sold he would be reputed freed from paying or Discharging Money which would fall to the Heir if he belonged to the Deceased may be transmitted or passed over to the purchase of his Creditors. And this being not followed by an heir of fact Renouncing the Inheritance in favour of an heir Male to whom the Deceased had appointed it, the he Receives a Gratuity for selling it, for being not obliged to pay what he has sold, and the heir Male might have forced him to Renounce 8 July 1666 Sed contra Fears of which see in l. 19 July 1676 Neway contra Lord Chalmers. He was a poor discharge to him rather in his wife times and his ship goods and gear that might fall to him for the sake of the Deceased upon receiving from his father some Money ready and plentiful for his share, sustained to succeed the son to the property, the behaviour of the son was not to restore the to Renounce to be heir, altho he offered not to restore the Goods Received, Value thereof to the Creditors as Feb. 1636 l. Meid hops contra Apperburn contra Apparent heirs ad summing and using a Title of Honour belonging to his predecessor is the behaviour as heir, not doth it Make him liable to his predecessors debts. Altho such a Title was granted to his predecessor and that he and might have been fore stated to the Creditors of Predecessor 9 Decr. 11 March last versus to Ditch. doubt the Title of Honour & Title of Honour as heir, because Honour which Descends from the King is No Lucrative Acquisition out of which Debts can be paid and where Creditors can have Interest, and is paid by the blood Without a service; and May be retained by one who