

debetur ~~by~~ him to the Recognisor, till he be satisfied of his Debt. If the sheriff refuse to deliver up the Lands and Goods so taken upon forfeit, the Recognisor gets a Writ out of the Chancery, called a Liberals, to compell him to do it. If the Lands or Goods be valued too high, the Recognisor hath Remedy by moving in Court where the writ is returnable before slapping of the Term, that the Appraisers may take the Lands or Goods at the Rate they have valued them. But if the Lands be under valued, the Recognisor hath no Remedy, but that he may recover his Land by paying the Debt. If the Extent be insufficient because some part of the Land is left unextented, the Recognisor may before the slapping upon and accepting the Land have a new Extent called a Re Extent. A Ten in possession of Lands by Extent, he is called Tenant by Statute. The Recognisor may oblige him to a scire facias up the Land by a writ called scire facias ad compendum. If upon account it appear that the Recognisor is satisfied, he shall answer the surplus to the Recognisor.

If one is bound in a Recognizance to pay money at a certain day and fails to pay it at the day, the Recognisor his Executor or Administrator, may bring a scire facias against the Recognisor, or after his Death against his Heirs if of full age, or if the Lands belonging to him at the Time of entering into the Recognizance be sold, against the Purchasers of those Lands; To warn them to come into the Court whence the scire facias issued to show why Execution should not be done upon the Recognizance. If the party cannot be found, or being Summ'd appear not or appearing show no cause why the Debt should not be paid, the Recognisor or connisor shall have Execution of all his Goods by Levies or Fieri facias in his option. But no Execution of his Body, unless there be an Action of Debt brought upon the Recognizance or that a capias doth lie by course of the Court, as in the Kings Bench upon a Bail.

Administrator
Administratrix
Executor. In a will of a Land & debts there is no Executor, but in a Testament of Goods and Chattels there must be an Executor named.
Administratrix de bonis non by her non administratrix.
Joint Executors.
An Executor is bound to satisfy the Debts and legacies of the Testator only if he hath assets either in his Hands, i.e. Goods or Effects sufficient to pay from the Assets, enough.
An Executor is bound to satisfy the Debts and legacies of the Testator only if he hath assets either in his Hands, i.e. Goods or Effects sufficient to pay from the Assets, enough.

Writs of officers for executing orders and sentences of court Execution money.

a stop or stay of Execution a capias executiv.

Datus Inventory, Executor datus (bid. for qualification) Executor natus or testamentary

Executor ad non executi
Co-executors
An Executor liable for the Testators Debts only in so far as the Goods confirm'd extend

nominals or datus
An Executor liable for the Testators Debts only in so far as the Goods confirm'd extend
a sentence for his non-admin.

Paying Legacies by the goods of the Testator

~~the Testator's goods as before the death of the Testator to his Executors; here he has a writ against his Executors to compel them to deliver up the goods of the Testator, as much as if they had given them away without cause, or sold and converted them to their own use.~~
Rion prodest non pleaded by an Hour.

Exhausted propounded by an Hour -
Exhausted propounded by an Executor in an action against him -
To what the party may be subject in admission is that he hath intromitted with as much more of the effects of the Goods as than what contained in the Inventory as worth pay the predecessor.

Exhausted propounded by the Defendant in an action of Debt upon the account of Account -

Exhibition (Action of) and delivery of a writ or thing
Exhibition of a writ or thing
Exhibition of a writ or thing
Expenses (To)
Expenses and damages
Expenses of plea

That a party had probabilium causam liti, i.e. a Ground for the Lords to refuse Expenses or to award Expenses
To give by sentence damages & expenses
Extent of -

Extract -

Factor mandalary ^{procurator ad negotia} ~~commissary~~
Factors or lequidat Estates
Faculty reser'd
In case of Failure
Failing
whilk failing,
Fray (Taken in the)

Farm
Farming
Fauldour's Acty par. 1. §. 1.
Fiscal

Fear of war
Fess (an absolute)
Fess in pondant (bid. Hardtag Jacons)
An estate settled upon a man and his wife in conjunctio and descent, and the children of the marriage in Fess
Fess (A) affected with a life rent

The plea of plebs admistravit plebs admistravit fully admitted. To which the party may be liable on or Mays, assets in these words i.e. that sufficient effects are come to them in the right of the Testator.

Rions arrears, i.e. There is nothing in arrears or nothing behind.

Discretion, Disinheriting.

In esse.
To execute, Effort or perform, expedite & dispatch
Misa et costagia, costs and charges.
Costs of Suit.

probable cause of Suit will ordinarily judge with the court to spare costs.
To award damages and costs.
Amount of.

Extract, or the true copy or duplicate of an original writing or Record. Exemplification

Delegato proxy. Actuary
Stewards or Receivers placed on lequidat Estates.
Default Factor's
In default thereof, if default shall be made, in case of Failure
Failing
For default of which.
Faction in the Fact, or taken with the manore as a part of the thing shew'd about them or in the hands of the Lord for Rent.

Following of Ground, offshoots,
Green Turf for hedging or enclosing.
warlike posture.

Fess Simple.
A Fess in detyance or what is in detyance and In detyance of Law.
An estate settled upon a man in Fess to his wife for life as her jointure, and to her issue of the Marriage in Remainder.
A Remainder in Fess

To be taken having the stollen goods on his back.