

- No 9. tained the reversion contained in the contract of wadset, being dated *in anno* 1608, albeit it was not registrated in the secretary's register.

*Kerse, MS. fol. 83.*

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- No 10. 1616. *July 25.* Earl of ERROL *against* TENANTS OF TANORLIE.

IN an action of removing, pursued at the instance of Francis Earl of Errol *contra* the Tenants of Tanorlie, the LORDS found, that the declarator of redemption, obtained by the Earl of Errol *contra* Elshmouth, was sufficient to denude Elshmouth; albeit there was neither decret nor sasine following thereupon, the wadset being holden of our Sovereign and confirmed; and found that after the declarator of redemption, the comprising led by Philorth *against* Elshmouth, with the infestment following thereupon, holden of the King, with ten years possession, was noways relevant to defend in a removing.

*Kerse, MS. fol. 84.*

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- No 11. 1619. *February 3.* JOHN BRUCE *against* BUCKIE.

IN orders of redemption, found that *spicifica forma* was not necessary to be used in offering or consigning of the money, in respect it was consigned in a responsible man's hands, and that the party was content to make it forthcoming *cum omni causa*.

1622. *November 19.*—IN redemptions, found that the same must be restricted to the wadset which is redeemed, and this received after litiscontestation.

*Item,* In the same cause of redemption, found that the principal sum ought to have been consigned with the annualrent at L. 10 of the L. 100 since the order.

*Kerse, MS. fol. 85.*

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- No 12. 1620. *February 29.* Laird CARNOUSSIES *against* AGNES REID.

THE LORDS sustained a reversion, albeit not marked on the back, because the extract was produced; and the extract was found to be of another body, written by another man, and yet the LORDS sustained the reversion.

1620. *March 7.*—THE LORDS found the reversion could not prejudge the relict, who was infest upon the contract of marriage *hoc attento*, that the