

only in favours of her children, excepting and reserving their aliment ; and which cannot be taken from them by any creditors of the father. The Lords, in respect the charger, Jean Watt, was married to a second husband, found that she should restrict her liferent to 600 merks yearly, unless compearance were made for Thomas Hamilton, only child of the marriage, and an allegiance made for his right as to the superplus ; and thereafter found the letters orderly proceeded for the 600 merks, and suspended them [*quoad ultra.*]

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1664. December 3. WALTER M'GILL, Minister, *against* The EARL of CASSLES.

MR Walter M'Gill having pursued the Earl of Cassles, for payment-making to him of his stipend, for crop 1663,—the Lords found the minister, being presented before Whitsunday, hath right to the half of the stipend payable at Whitsunday, albeit his institution and collation was after.

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1664. December 9. JAMES BRUNTFEILD *against* MARGARET EDGAR.

JOHN Edgar having right, by progress, to a wadset of land of Hassindean, flowing from Alexander Bruntfeild, redeemable for the sum of 5500 merks ; the said John disposes the same in favours of James, Anna, and Margaret Edgars, his children, *viz.* to James, the sum of 3000 merks ; to Anna, £1000 ; and to Margaret, 1000 merks. In which disposition it is provided, That it should not be lawful for the said John, in his own lifetime, to uplift the said sum, and to divide and dispoise the same in favours of the said James, Anna, and Margaret Edgars. And farther, it is provided, That in case it shall happen any of the said children to depart this life, not having lawful heirs the time of their decease, whenever the same should happen, their portions to accresce to the rest surviving. Upon this disposition the children are infest, and inhibition served against the father *in anno* 1647. Thereafter, by an agreement betwixt the father and James Bruntfeild, son to Alexander Bruntfeild, the first wadsetter ; it is agreed, That the wadset lands should be redeemable, either by payment of the sum contained in the reversion, or by procuring assignation, from Nicol Edgar, to as many debts as would amount to the sum of 5500 merks, due by the said John Edgar, or from any other of the creditors ; which assignation the said John, as taking burden for his children, did oblige him to accept, in place of these sums due upon the reversion. And it is provided, that, in case the assignation be not purchased betwixt and Whitsunday 1667, then the agreement to be null, and the children to bruik the lands, aye and while they be redeemed by payment or consignment of the sums contained in the reversion. James and Anna Edgars being deceased, and Margaret only in life ; and James Bruntfeild, having purchased assignation to the said John Edgar his debts, pursues declarator of redemption : wherein Margaret Edgar, the only person alive, and sub-