

ing their allegiances, that they might know clearly the matter of fact, and if there was any fault, before sentence.

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1669. *June 29.* EARL of KINGHORN *against* The TENANTS of DRONLAW.

IN a removing pursued against the tenants, who ALLEGED, That they had a tack from _____, who was not warned:—It was REPLIED, That _____ was a naked liferenter, and was now dead; so that, their interests being extinct, the tenants ought to remove; at least, that, without any new warning, they might be decerned to remove at Whitsunday 1670.

The Lords found the defence relevant, and that there was a necessity of a new warning before the tenants could be decerned to remove.

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1669. *July 3.* ANNA BLAIR and her SPOUSE *against* DOCTOR FORBES.

THE said Anna, pursuing for mails and duties of her conjunct-fee lands, to which she was provided;—It was ALLEGED for the Doctor, who was infest upon a comprising led for his wife's portion, That the pursuer's seasine was null, not being registrate. It was REPLIED, That it was given upon a contract of marriage, clad with many years' possession, and acknowledged by the defenders, in so far as, in a double poinding, they had taken a decret with the burden of her liferent.

The Lords sustained the reply; albeit the defender was a singular successor, and founded his allegiance upon the Act of Parliament.

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1669. *July 3.* Betwixt these same Parties.

THE Doctor and his Wife, pursuing the Mother and her Husband, for aliment, and referring the same to her oath, she did depone qualificate, that, as she was alimeted, so it was upon an agreement to pay so much victual weekly.

The Lords sustained the quality; notwithstanding it was alleged, that it resolved in an allegiance that ought to be proven otherwise than by the deponent's own oath.

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1669. *July 3.* GEORGE STEWART of ALDHAME *against* The TUTOR of GRANT.

THE tutor being charged upon a bond granted to the said George for £300.

of bygone pensions, due to him by the Laird of Grant, did SUSPEND, upon this reason :—That the bond was affected with a condition, That, in case he should offer a discharge of the pension to Grant's curators, and in case of refusal to return the same before a certain day, he should be liberated ; and accordingly subsumed, that, within a month after the day, he did return the same ; and gave that reason, That the charger had no written pension of the Laird of Grant ; without which the curators could not allow the same.

The Lords, notwithstanding, found the letters orderly proceeded for the principal sum ; seeing he did not instruct any diligence, that he had offered the same to the curators *debito tempore* ; and that Grant himself, by a letter, did acknowledge the service ; and that the pension had been paid by his father many years ; and that the service and employment had been continued : but they suspended for the annualrent, in respect the tutor could get no relief of Grant and his curators.

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1669. July 7. ROBERT RAIT *against* The CREDITORS of ALEXANDER IRVING.

THE said Robert Rait having bought from Irving the lands of Swattoun, and given bond for the price thereof, with a provision, That he might retain as much as would satisfy all real burdens, and as much as would establish a right in his person ; which price was arrested by Irving's creditors ; and likewise some of them, having assignations, did charge for payment : The said Rait did suspend upon double pointing ; wherein, there being a count and reckoning, he did crave allowance of his disbursements, and raising of suspension, and for his attendance and discussing thereof, and of what he had given to advocates and clerks, extending to about £300 ; which he craved the creditors to allow, as Irving himself would be obliged, if he were pursuing.

The Lords finding that the suspender might have consigned the money, and have been free of annualrent, and all considerable charges,—they only modified the sum of £50 to be detained from the creditors ; and found, that they were not in a like condition liable as Irving would have been, if he had been pursuing.

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1669. July 8.

SHAW *against* SHAW.

IN a reduction of a bond, made by William Shaw to his uncle, and assigned to Robert Shaw ; whereupon he had led a comprising for the sum of £20,000 : The production being satisfied, the pursuer offered to improve the bond ; whereupon an act was extracted and witnesses cited : But, fearing that the witnesses would not prove that the bond was false and feigned, the pursuer craved to be reponed, that she might insist upon the reasons of reduction : Whereupon it was debated amongst the Lords, if, in law and form of process, she might be re-