

bal agreements : consequently ought to be effectual to make the granter liable for the pursuer's damage sustained through not performance of the minute ; especially considering that he was ready to have performed his part.

The Lords found the declaration obligatory upon the defender to make up the pursuer's damage, through the not implement of the terms of the agreement prestable by Moristoun.

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1708. *June 30.* JOHN LIN, Chamberlain to the EARL of LEVEN, Supplicant.

JOHN LIN, factor appointed by the Lords upon the estate of Rankeillor, having represented by bill, that the roof of the mansion-house was ruinous and ready to fall ; which, if not repaired, would be a great prejudice, both to the creditors and common debtor, in case the lands were afterwards exposed to sale ; and that he had procured a declaration from skilful workmen, that had inspected the house, that it would cost L.333, 6s. 8d. Scots to keep up the roof : and craved their Lordships' warrant to him for employing workmen to make such reparations ; or else that they would declare him free of any culpable neglect, for suffering the house to decay and go to ruin :—

The Lords refused to interpose their authority, or to give any answer to the petition.

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1708. *July 1.* KATHARINE JOHNSTON, Relict of JOHN MONTGOMERY of Cri-voek, *against* the Representatives of PROVOST NAPIER.

JOHN MONTGOMERY having agreed to sell two shops in Glasgow to Provost Napier, wherein Katharine Johnston, the disponent's wife, stood infert ; he brought her to a tavern upon a Saturday, at five o'clock in the afternoon, in order to get her consent. She, in respect her husband was to leave her and go to America upon the Monday following, expressed a reluctancy and unwillingness to sign the disposition : but, after some hours, she was prevailed with to do it, upon promise of one thousand merks laid upon the table ; which was immediately taken back again. Katharine Johnston twenty-four years thereafter, when her husband was dead, and herself married to a second, raised reduction of the foresaid disposition, against the representatives of Provost Napier, upon this ground,—that the disposition aforesaid was extorted from her by the frownings and other undue importunities of her first husband, without being read to her at signing, and she got not the one thousand merks promised her for her consent.

ALLEGED for the defenders,—The reason of reduction is not relevant. For I. Provost Napier was a person who abhorred an unfair purchase ; Mr. Montgomery, a mild gentleman ; and Katharine Johnston his wife, of a masculine dispo-