

1621. January 9. WAITCH *against* DARLING.

No. 14.

The Lords found warrantice against the party and his heirs, albeit no warrantice was in the bond, and that the deed was done but sums of money *et sine causa*.

*Kerse MS. f. 201.*

1621. January 9. A. *against* B.

No. 15.

The Lords found a decreet done *ex causa pura donationis et sine causa onerosa*, the party and his heirs obliged to warrant from their own fact and deed, and their heirs, albeit no warrantice be contained in the bond.

*Kerse MS. f. 200.*

1621. March 9. REID of AIKENHEAD *against* BLACKWOOD.

No. 16.  
Warrantice  
of an assigna-  
tion.

David Reid of Aikenhead, assignee be Normand Blackwood of Sterline, to a bond of £680, made by my Lord Colvil to Normand, and to whom George Reid in Preston, assignee constituted by David, has made retrocession thereof, pursues Normand his cedent for warrantice of the assignation and payment of the sums assigned, seeing the retrocedent, Reid, having charged my Lord, and then suspended on reason referred to no man's acts, he was holden as confessed, and the letters suspended *simpliciter*, so that through his deed the assignation is not effectual. Alleged, Offers to prove the decreet of suspension given by collusion betwixt my Lord and the pursuer, only to infer warrantice, in so far as my Lord has made satisfaction and payment of the sums to the complainer, or to George his assignee; and sustained the decreet to pass only to infer warrantice, which is against equity, and so is no lawful distress. Admits the allegiance.

*Nicolson MS. No. 97. p. 65.*

1622. July 4. MR. PATRICK SHAW *against* SIR JAMES DURHAM.

No. 17.

The Lords found warrantice upon a contract not bearing warrantice, because the distress was from the parties' own deed.

*Kerse MS. f. 201.*