

No. 11.
not to be excluded by an apprising granted by the Crown, the immediate superior, before the gift.

apprising and infestment could not defend him, because the person from whom he apprised being a vassal of the Earl of Argyle's, and his right not being confirmed by the King, the same could not exclude the pursuer, the King's donatar, and the appriser could be in no better case, because he being infest by the King before the pursuer's gift, when the King had both superiority and property, it is equivalent to him as if the King had confirmed his author's right. It was answered, That infestments upon apprisings that pass in course, and are not noticed in Exchequer, cannot prejudge the King, and take away the benefit of the gift, which must pass by a several signature.

Which the Lords found relevant, and repelled the defence and duply, and decerned.

Stair, v. 1. p. 568.

SECT. III.

Virtual Discharge.

No. 12.

1623. December 10. LA. ELPHINSTON *against* MR. JAMES ORD.

Found, That a decree-arbitral ordaining to discharge is equivalent to a discharge *etiam quod assignatum.*

Clerk, *Durie.*

Kerse MS. fol. 181.

No. 13.

1626. November 25. TURNBULL *against* SCOT.

A bond to discharge a reversion was found equivalent to a discharge in prejudice of a third party.

Durie. Kerse.

*** This case is No. 3. p. 13540. *voc.* REGISTRATION.

No. 14:
A bond was found discharged by

1632. December 6. CHISHOLM *against* GORDON.

One Chisholm, relict of umquhile Mr. Alexander Craig, and Douglas, her spouse, pursue Gordon of Park for payment of a sum of money contained in