

1628. *February 5.* The EARL of MARR *against* His VASSALS of MARR.

IN improbations, certification cannot be granted for evidents not contained in the incident. But the same must lie over till the incident be concluded.

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1628. *February 9.* ——— *against* ———.

IF a Stranger pursue a Scotsman before the Lords, and the defender has an action of reconvention against the stranger, the pursuer or his procurator must find caution to this same judgment where he pursues.

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1628. *February 11.* KILGOUR *against* THOMSON.

IN an action of double pointing of the mails and duties of a tenement, set in tack and assedation to a tenant;—the one party alleges that he has best right to the mails and duties, because by contract made betwixt him and the heritor of the said tenement, he is to be infest in an annualrent furth thereof. The other party pretends better right, because he is specially assigned to the said mails and duties by the heritor, and his assignation duly intimated before the alienation of the said annualrent; at the least, before the infestment was taken thereupon. The Lords preferred the assignee as having a more real right.

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1628. *February 11.* The MINISTER of STITCHELL *against* The KING'S ADVOCATE.

A MINISTER being presented to the vicarage of his kirk, and having his manse and glebe of four acres of land designed to him, craves the feu-duty of the rest of the glebe set in feu before the Act of Annexation, as pertaining to him by his presentation to the vicarage. The king's advocate contends, that the duty pertains to the king, seeing the minister has his glebe. The Lords found the feu-duty pertains to the king.

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1628. *February 11.* CROMY, in MONROSS, *against* MELVILL.

A PARTY having agreed upon the price of a tenement, and a blank being sub-

scribed by both the parties, and delivered to a clerk to be filled up with the articles given to him by the said parties, and the buyer entering to the possession of the said houses by casting down some parts thereof, and reëdifying the same, desires to have the bargain dissolved ;—Alleging, He had *locum penitentiae*, seeing he had made no use of the house, but had it better nor he found it, which he was content to quit ; and that the blank was no perfect bargain. The Lords found, he might not repent him.

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1628. *February 13.* JOHN STEWART *against* His VASSALS of COLDINGHAME, in his Improbation.

CONFIRMATION of feus by the Pope or his legates, without production of the commissions, is found a sufficient right.

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1628. *February 14.* MR WILLIAM JAMISON *against* SIR JOHN KERR.

DECREET conform and letters conform, give a kirkman interest to pursue reduction of tacks set by his predecessors, without production of his presentation.

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1628. *February 14.* The LAIRD of LAMINGTOUN *against* His MOTHER.

LADIES fall not a terce of feu-duties, nor of coal-heughs, but to her own terce.

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1628. *February 15.* HOME *against* HOME of RENTON.

THE executors pursuing for a certain sum of money addebted for the price of land peaceably bruiked by the buyer, and for the annualrents of the said sum since the buyer's intromission with the land ;—the Lords found the annualrents due for the money which was the price of the lands.

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1628. *February 16.* The CREDITORS of JAMES BYRES *against* JOHN BYRES.

ONE Marishal is addebted to John Byres a certain quantity of bear bought from him ; and for payment thereof, makes, on his deathbed, a bond to the said