

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.

DECRET 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

John of L.1000 for the said bear. John Byres confirms himself as executor creditor and intromitter with the defunct's goods and gear; other creditors pursue him, as executor, for the debt owing to them by the defunct, and allege the bond on deathbed to be null, at the least not valid to exclude them from getting payment of their debt *pro rata*. He alleged, he has most cause of retention, because of the bond given to him for his just debt. The Lords sustained the bond and clause of retention.

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1628. *February 16.* JOHN ARCHIBALD'S CREDITORS *against* His RELICT.

UMQUHILE Mr John Archibald his wife is pursued by certain of her husband his creditors, for certain household gear arrested in her hands, pertaining to her umquhile spouse;—she alleges, That, by her contract of marriage, her husband was bound to lay out 2000 merks, wherein he was obliged to infest her in conjunct fee, which was not done; and that she had transferred this contract against her husband's executors; and so had just cause of detention of her domiciles for implement of a part of her said contract of marriage. Which exception the Lords found relevant.

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1628. *February 21.* CONSTABLE of DUNDEE *against* DR BLAIR.

AN assignation to a bond made by a superior to infest the cedent, will not defend the assignee in a removing pursued by the said superior against the assignee's tenants.

*Page 13.*

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1628. *February 21.* The LAIRD of MONIMUSK *against* The LAIRD of PITTARRO.

THE Laird of Monimusk pursues the Laird of Pittarro to exhibit and redeliver to him certain bonds in favour of his own bairns, which he delivered to the said Laird of Pittarro in keeping. The defender alleges that the summons was not relevant: Seeing the bonds were made in favour of bairns, they ought not to be redelivered back again, to their prejudice. The Lords found the summons relevant for exhibition, reserving defences against the delivery.

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