

be binding ; and that though citation and probation be *juris naturalis*, wherewith a man cannot dispense, yet that in a civil matter he might do so. But in *delictis* it is far otherways.

*Advocates' MS. folio 54.*

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1665. *July 24.*

SCOT *against* SOMERVELL.

IN this case, found that a party, in obedience of a charge of horning, having consigned the sum in the clerk's hands, not maliciously,—that the peril and hazard of the consigned money follows the charger, and not the consigner ; for at that time, Harie Hope being Thesaurer did bankerout.

*Act. Lockhart.*

*Alt. Wallace.*

*Advocates' MS. folio 54.*

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1665. *July 24.*

Row *against* The VISCOUNT OF STORMOND.

IN a case betwixt Row and the Viscount of Stormond, [FOUND] that a summons raised within year and day, and not executed, prescribes. For which there is no reason at all, but the benefit of the signet.

*Advocates' MS. folio 54.*

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1665. *November 1.*

DAVID THOIRES *against* SIR ANDREW RAMSAY.

COLONEL DAVID RAMSAY, by contract of marriage betwixt him and Janet Skein, is bound to provide her to eighteen chalders of victual, or 1800 merks of money yearly ; and having purchased the lands of Grangemoore, only worth nine chalders of victual, he takes the disposition in his and his wife's name ; wherein mention is made, that his wife accepts of that right and infetment of the lands, in satisfaction of all that she could crave from her husband, or his heirs, by virtue of her contract of marriage, and in acceptation thereof ; whereupon she is infet and in possession during his lifetime : Thereafter marrying Mr. David Thoires, there is a summons raised against Sir Andrew Ramsay, provost of Edinburgh, as heir, for implement of her contract of marriage, who obtruded the provision and infetment of the lands of the Grange, granted to her in satisfaction, likeas she had homologated the acceptation by possession of the said lands. Which the Lords, by their interlocutor, found relevant, and that her possession of the lands was an homologation of the provision. Which was hard, and the preparative dangerous ; but the consideration that moved the Lords was, that Colonel