

followed, and the questions ran, *Imo*, If in law the depositions of witnesses might be reprobated *quoad dicta et testimonia testium* or only *quoad initialia*; as the objections against the inhability of witnesses being omitted in *prima instantia*, they might be reprobated in *secunda*. *2do*, If the witnesses might be only punished in their persons, or if the sentence which followed on their depositions ought to fall; and what effect the probation of a reprobator of witnesses has in law.

*Vide No. 307.* [20th January, 1672.]

*Act.* Lockhart.

*Alt.* Mackenzie.

*Advocates' MS. folio 59.*

1668. *June.* The EARL of CRAWFORD *against* SIR JAMES STEWART.

SIR JAMES STEWART, Provost, being pursued by the Earl of Crawford to count for his intromission with the public monies; he obtruded the act of indemnity *in anno* 1661, whereby all men are discharged of all actions, crimes, &c. except usury, and such who meddled with the public monies, and who had not counted therefore, nor were discharged by the pretended authority for the time. But so it is, alleged Sir James, he had counted with the usurpers already, &c.

The Lords of Exchequer found the act of Parliament did not defend him.

*Act.* Wallace.

*Alt.* Lockhart.

*Advocates' MS. folio 60.*

1668. *June.* The EARL of DUMFRIES *against* The LAIRD of WAMPFRAY.

IN a case between Dumfries and Wamphray, FOUND that a woman's liferent, belonging to her husband *jure mariti*, did fall both under the man's single escheat, and that it might be comprised from him; because a liferent having a tract of time, and being in *cursu*, was real. And yet if the *jus mariti* had been comprised before the man was rebel at the horn, the compriser had been preferred.

*Act.* Maxwell.

*Alt.* Dunmuire.

*Advocates' MS. folio 60.*

1669. *January.*

AYTOUN *against* ———

A sum of money being due to one Aytoun by an heritable security, and failyieing of heirs of her body it was provided to her sister; and in the contract of marriage betwixt this Aytoun and her husband, the said parties espoused jointly grant a discharge to the debtor, of the heritable sum; and in that same contract, the debtor grants a new security, also heritable as the former, to the man, and rela-