

*a paritate rationis*, seeing *privilegia* are *stricta juris* and cannot be extended *de casu in casum*, &c.

This was reasoned. But how far a donation may be revoked by the granter either *ob ingratitudinem, injurias ei a donatario factas, supervenientiam liberorum*, or the like, (for unless the granter do it his heirs could not do it,) by our law I cannot determine: nor yet if *quærela inofficiosa* would with us be sustained if intended against a donation by children, or the nearest of kin, in so far as it defrauds them of their legitim or agnate's part.

*Advocates' MS. No. 300, folio 124.*

1672. *January 16.* Anent REDEEMABLE RIGHTS of LAND.

IT was questioned, a man having a wadset or hypothecation in lands redeemable upon such a sum, or a disposition of lands for relief of such particular cautionaries wherein he stands engaged for the disponent, as are therein named, without this clause, "and for relief of all other cautionaries wherein he either presently or thereafter happens to be bound for him," if other sums be owing him beside the sum contained in the wadset, or if he has paid other sums as cautioner, forby those enumerated in the bond of relief; whether he may be forced to renounce his wadset and disposition for relief, upon payment only of the sums in the wadset and the cautionaries mentioned in the bond of relief, or if *licet rem detinere et incumbere pignori* till the other personal debts for which he has no such real security be paid him. I imagine he could not detain the land with us, if the sums in his wadset or bond for relief were offered. But the Roman law makes a very rational distinction in this case, *qui debet pecuniam sub pignore, aliam vero summam eidem sine pignore nudo quippe chirographo*, the debtor cannot outloose the land or pledge, unless he pay both the sums; but this will not strike against another creditor of the debtor, or one who shall acquire his right *ex titulo singulari*. *Vide titulum C. Etiam ob chirographariam pecuniam pignus retineri posse. Vide supra, No. 333, Maisson against Rhind, January 1672.*

*Advocates' MS. No. 301, folio 124.*

1672. *January 16.* Anent QUADRIENNIUM UTILE.

IT was questioned whether a man revoking a deed done by him in his minority *intra quadriennium utile*, must also raise his reduction of that deed, and end it before the elapsing of the said space, or if he may reduce these deeds at any time thereafter, if so be they were revoked within the twenty-fifth year? By our law, it seems that at least the reduction should be raised and called before the expiring of the said profitable years, but that it may be insisted on after: so *Dury, 2d February 1630, Hamilton against Sharp and others*, who cites *l. ult. C. Si major factus alienationem*, &c. for it. That a revocation should precede the