

1743. *July 12.* COULL *against* CRAMMOND.

No. 14.

THREE persons playing in a tavern at high-junks, after their play one of them called another to a room and borrowed L.4. 11s., and gave his bill, which money, after returning to the company he lost to the third person at hazard, and afterwards borrowed L.20 and gave bond for the whole, including the L.4. 11s. The whole reduced on the Game Act.

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1745. *July 16.* MAGNUS BAIN *against* THOMAS ANDERSON.

No. 15.

THE like judgment was given as in No. 11, when we found that rum and brandy being bought and received, the seller has good action for the price.

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1745. *February 8.* LORD LOVAT *against* FRAZER of Strowie.

No. 16.

A BOND for 4000 merks on the narrative of resting owing by a person then forfeited to a person of his clan also then forfeited, in 1702 when they were both in the hills, payable only in 1708, with annual rent from the term of payment, containing this condition, "and these presents to stand in force, upon condition the said Hugh Frazer stand faithful to our interest, and no otherwise," the Lords found the evidence sufficient to presume that the bond was granted *ob turpem causam*, unless the defender (pursuer) astruct the onerous cause, 20th February 1734. And the same judgment renewed after a proof allowed before answer to astruct the onerous cause, 29th November 1744. But thereafter the pursuer having produced the Chancery records, containing a remission to Lovat, Strowie, and others in 1700, whereby they were no rebels to the Government, but lawful men at the date of this bond, the interlocutor was altered, and the defence repelled, 25th January 1745.—Adhered, 8th February. (See Dict. No. 92. p. 9557.)

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1745. *July 12.* EARL PETERBORROW *against* ABERCROMBIE.

No. 17.

IN 1730 Dr Abercrombie lent Lord Peterborrow, then Lord Mordaunt, L.210, and took an English double bond for L.1600, the condition whereof