

- No 9. tained the reversion contained in the contract of wadset, being dated *in anno* 1608, albeit it was not registrated in the secretary's register.

*Kerse, MS. fol. 83.*

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- No 10. 1616. *July 25.* Earl of ERROL *against* TENANTS OF TANORLIE.

IN an action of removing, pursued at the instance of Francis Earl of Errol *contra* the Tenants of Tanorlie, the LORDS found, that the declarator of redemption, obtained by the Earl of Errol *contra* Elshmouth, was sufficient to denude Elshmouth; albeit there was neither decret nor sasine following thereupon, the wadset being holden of our Sovereign and confirmed; and found that after the declarator of redemption, the comprising led by Philorth against Elshmouth, with the infestment following thereupon, holden of the King, with ten years possession, was noways relevant to defend in a removing.

*Kerse, MS. fol. 84.*

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- No 11. 1619. *February 3.* JOHN BRUCE *against* BUCKIE.

IN orders of redemption, found that *spicifica forma* was not necessary to be used in offering or consigning of the money, in respect it was consigned in a responsible man's hands, and that the party was content to make it forthcoming *cum omni causa*.

1622. *November 19.*—IN redemptions, found that the same must be restricted to the wadset which is redeemed, and this received after litiscontestation.

*Item,* In the same cause of redemption, found that the principal sum ought to have been consigned with the annualrent at L. 10 of the L. 100 since the order.

*Kerse, MS. fol. 85.*

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- No 12. 1620. *February 29.* Laird CARNOUSSIES *against* AGNES REID.

THE LORDS sustained a reversion, albeit not marked on the back, because the extract was produced; and the extract was found to be of another body, written by another man, and yet the LORDS sustained the reversion.

1620. *March 7.*—THE LORDS found the reversion could not prejudge the relict, who was infest upon the contract of marriage *hoc attento*, that the

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disposition bore, that Cesnock disposed, heritably and irredeemably, to John Campbell of Kymcleuch, his heirs and assignees, but reversion, redemption, or egress, and that the reversion was not registrated until after the contract of marriage.

No 12.

*Kerse, MS. fol. 84.*

1620. November 17. Laird MITCHEL against PITSLIGO.

No 13.

IN redemption of comprisings, the order sustained but offering of the expenses of the infestment, the same being offered at the bar,

*Item*, Sustained but offer of the byruns.

*Item*, Sustained warning the tutors and curators.

November 18.—*Item*, Found that an assignation to a reversion could not be extended to a legal supervenient.

*Item*, THE LORDS repelled the exception of the taking up of the money by the Mitchels, and would not force him, when he offered to exhibit the money and pay the annual.

*Kerse, MS. fol. 84.*

1621. March 10. KINROSS against DURIE.

No 14.

THE LORDS found that a singular successor, infest by resignation, could not have right to a reversion, where the wadset was proved to be holden of the superior and confirmed, or by resignation, except the party to whom the reversion was released after the order of redemption.

*Kerse, MS. fol. 84.*

1621. June 19. LORD YESTER against ISOBEL SCOT.

No 15.

IN redemptions suspended for three years, the LORDS found three years to be exponed for crops, or *tres annos civiles* from Whitsunday to Whitsunday.

1621. July 14.—IN declarators of redemption, declarator may be sought, albeit the reversion be not in the redeemer's hands, but in the hands of the defender, having always warned to exhibit the reversion the time of the order, and the LORDS found, that albeit the reversion was not produced, yet there was no necessity of continuation.

*Kerse, MS. fol. 84. & 85.*