

said action till they made the tenant's procurators foreseen thereof; whereupon the advocate, being examined *ex officio*, the Lord Yester's procurator's man deponed, That once he made a promise; but the decreet was obtained more nor two years thereafter. The Lords would not repon the defender to his oath, but ordained the Lord Yester to give his oath upon the condition alleged by him.

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1629. *February 13.*

THE father's deed does not infer contravention against the son.

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1629. *February 14.* ROBERT FARQUHAR *against* WALLACE.

A PARTY being pursued for exhibition of a bond made to him that pursues for the same, who alleges, in his summons, that he delivered the said bond to the defender;—it was answered, That this delivery cannot be proven but *scripto vel juramento partis*. The pursuer replies, That the delivery of a writ may as well be proven by witnesses, as the having of the same. The Lords sustained the probation *prout de jure*.

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1629. *February 14.* GRANT *against* BALVENIE.

THE receiving of feu-duties, or accepting of a resignation from a person that was not infest himself, cannot compel the superior to receive or enter one of his vassals, that had comprised the land from him that had been in use to pay the feu-duty of the land, and who had resigned his right in the superior's hands, but had never been infest.

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1629. *February 15.* ——— *against* ———.

THE young Lady Hallyburtoune having appointed 500 merks termly for her ali-