

1631. *March 26.* GRAHAM and His CURATORS *against* GILBERT WILLIAMSON.

GILBERT Williamson, being creditor to umquhile Thomas Graham, hearing that he perished coming out of the easter seas, confirms a dative as a creditor to the defunct, within eight days after word came home of his debtor's decease; albeit the term of payment contained in his bond was not come. The defunct's friends intent a reduction of this dative testament, at the instance of the defunct's son, being an infant, with concurrence of all the defunct's creditors, seeing the said Gilbert was not nearest of kin, and his preposterous diligence ought not to prejudice the rest of the creditors, in respect it was offered in name of the bairn, that he, being decerned executor, should find caution to make the goods of the defunct forthcoming to all the creditors, that all may be satisfied, or at least every one of them may receive payment *pro rata*. The Lords reduced the dative, and ordained the bairn to be confirmed executor, and a good cautioner to be found to collect the haill defunct's debts; and thereafter the Lords will have consideration of the said Gilbert Williamson his diligence.

*Page 78.*

---

1631. *June 17.* MARJORY MURRAY'S EXECUTORS *against* THOMAS GIBSON.

THERE was a contract of marriage betwixt Thomas Gibson and Marjory Murray, whereby it was provided, that the moveables pertaining to any of them, the time of their contract, should pertain to their executors, and that either of them might dispoise thereupon at their decease, at their pleasure. The contract is quarrelled by Marjory her executors as null *et contra bonos mores*. The Lords repelled the allegiance, and sustained the contract as good and lawful.

*Page 47.*

---

1631. *July 2.* ANNA STEWART *against* The LAIRD of LEYS.

THE Laird of Leys is pursued, as cautioner for umquhile Andrew Crawfoord of Beadland, by Anna Stewart, daughter to James Stewart of Flook, for payment to her of 1000 merks, by virtue of a bond made to umquhile James, her father, and, failyieing of him by decease, to the said Anna, his daughter, *in anno 1620*. It is alleged by the cautioner, That this sum must be pursued by the defunct his executors, as pertaining to them, and not to the said Anna, as substitute, because the said umquhile James lived long after the term of payment contained in the said bond. Which many of the Lords thought relevant, notwithstanding of the former decision betwixt Murkland and Thomson; but there was no interlocutor decided in this last.

*Page 147.*

---