

pil's debt; nor was it payable till after Mr Laurence's death. The Lords first assoilyied from the reduction; but, upon a new hearing, they reduced the disposition, upon the specialty of the pursuer's having been pupil to Mr Laurence, who died *ante redditas rationes*.
Page 31, No. 145.

1686. *March.* MARY COCHRAN, MR WALTER COCHRAN, and ANDREW THOMSON.

ONE having granted an assignation, to his niece, of a bond, without delivering thereof; and she having pursued an exhibition against the cedent's heir,—it was alleged for the defender, That the bond and assignation were never delivered, but remained in the cedent's hands at his death, and bore no clause dispensing with the not-delivery. Answered, That the assignation contains a reservation of the granter's liferent, with a power to alter, which was a rational interest for retaining possession of the writs; 2. The assignation and bond were delivered, in so far as the cedent, before his death, delivered to the assignee the key of his cabinet, where the papers lay. Replied, That a dispensing clause hath the effect of delivery; but such a reservation hath not; 2. The cabinet key was delivered only *custodiæ causa*, as the keys of the cedent's house were. The Lords found, That the niece had right to the bond, and preferred her to the heir.
Page 47, No. 208.

1686. *March.* MRS RUTHVEN *against* LORD REIDFOORD and HUGH WALLACE.

HUGH Wallace, cash-keeper, who had right to several apprisings upon the lands of Corstorphin, having, by a contract with my Lord Reidfoord, a creditor, preferred his Lordship, and communicated to him these rights; and thereafter consented to an annualrent of £100 sterling, to Mr Ruthven's Lady; in a competition with her and my Lord, it was alleged for the latter, That apprisings may be qualified and restricted by personal obligations and rights. Answered for Mrs Ruthven, That no personal obligation could qualify Mr Wallace's apprising, in prejudice of Mrs Ruthven, as a singular successor, whose right is real by infestment. The Lords preferred Mrs Ruthven. *Vide* No. 310, [Sinclair of Southstone *against* Sinclair of Stanestone, January 1685.]
Page 77, No. 318.

1686. *March.* SKIRLING *against* MR CRICHTON.

A CREDITOR having granted a discharge to two of four cautioners, for love and favour; and declared therein, that the whole debt should stand, and be payable by the other two cautioners,—the Lords inclined to think, that the discharge imported a discharge of the half, seeing it was not conceived by way of *pactum de non petendo*.—The like was found as to a co-tutor.
Page 113, No. 422.