

fied out of the whole ; and remembered they had decided so lately against the Lady Callander ; but reserved her regress and relief. *Vol. I. Page 579.*

1693. *December 15.* ISOBELL SCRYMZEOUR, LADY CORSECLAYS, *against* ALEXANDER OF CORSECLAYS.

THE Lords found, that the adjudication might proceed, not only for the principal sum and annualrent, but also for the annualrents of the annuals due before the denunciation to the horn, albeit they were not mentioned in the charge to enter, (whereon the adjudication proceeds,) and that they were not constituted by a sentence, as the decision in Durie, 2d July 1629, Purveyance, seems to require. But the Lords received it summarily, *et hoc ordine.*
Vol. I. Page 579.

1693. *December 15.* HELEN LAUDER, and MR JAMES LAUDER, Provost of Haddington, her Husband, *against* ROBERT HEPBURN.

THE Lords repelled the reason, That he was not an agent, and so not convenient *de plano* without a process ; and found, seeing he got up the papers from her trustee, and a clerk's servant, on his receipt, he ought to reproduce them again in the clerk's hands ; and that there needed not an exhibition to be pursued against him for that effect.
Vol. I. Page 579.

1693. *December 15.* HARY BAIRD, Merchant in Edinburgh, *against* JANET HARDY.

THE Lords found his taking the precept upon one of her tenants was not to be presumed to be in satisfaction of the debt, but only in farther corroboration ; but found it behoved to ascribe in part of payment to him, in this case, because he was required to give it back to her upon payment, and he refused ; and allowed them to adminiculate, and astruct their instrument by the notary and witnesses inserted ; whom they appointed to be examined. Only, it was questioned if he should be accountable, and his debt compensated for the whole sum of one hundred merks contained in the precept, or only for the fifty merks for which the tenant had only accepted. And though this was not clearly decided, yet several of the Lords seemed to incline, that it could only extend to the sum contained in the acceptance ;—though the drawer will say, If you had returned the precept to me when I required it *debito tempore* from you, and when he was not broken nor removed, I might then have recovered the whole from him.

Vol. I. Page 579.