

was written by another hand, though in the doquet or testing clause the notary uses the word *signavi*. 5thly, That the pursuer having purchased at a judicial sale, was secured by the act 1695. As to the first, the answers made were the same as in the case of 22d November 1742, Duke of Douglas against Creditors of Littlegill, (No. 11, *voce* WRIT.) As to the objections to the sasine, they quoted sundry decisions from Durie sustaining sasines, where the symbols were not specified, and said that in 1637 it was not usual to insert the notary's note in the register; 2dly, that patronages may be conveyed without sasine, although they have been once annexed to Baronies, as in this case, if they are afterwards dissolved, which this patronage was by the King's charter; that after so long a time, it was not necessary to produce the precept of sasine where the charter was produced, and quoted the act 1594; and that the act 1695 secured only against the deeds and debts of the bankrupt's predecessors, but not against third parties. The Lords, as in the case of Duke of Douglas against Creditors of Littlegill, sustained the objection to the contract, that the witnesses are not designed, but found it yet suppliable by a condescence, and instructing the same. Found that Sir Robert Innes was not divested of the patronage till the Bishop was duly infeft; but repelled the objections to the sasine. Repelled also the objection that the precept of sasine was not produced, and found that the Crown's right was not barred by the judicial sale. 18th December 1753. Adhered. *Renit.* Justice-Clerk and Strichen.

PAYMENT.

No. 1. 1736, Feb. 17. YORK-BUILDINGS COMPANY'S ANNUITANTS
against GARDEN of TROUP.

THE Lords sustained the defence of *bona fide* payment, in respect the payment was made without collusion after the legal terms, though before the conventional terms. *N. B.* The Lords in the interlocutor avoided using the words "legal terms," and used the words "the term of payment."

PENALTY.

No. 1. 1743, Jan. 25. M'Leod of Genzies *against* WIGHTS.

THE Lords seemed all to be of opinion, that a contract of victual, obliging the seller to deliver, under a small penalty for every boll undelivered, without adding by and attour