No. 15. 1742, July 30. JAMES DICKSON *against* SARAH TORRIE.

TUTORS entered into a contract of sale of a pupil's lands at a certain price, (without authority from the Court) agreeing that the purchaser might purchase in the pupil's debts, but that he should communicate the eases to the pupil after his majority, on his ratifying the disposition. The heir of this pupil quarrelled the sale, and reduced it, not for lesion, but for want of authority. Then the pupil claimed benefit of the eases,—but the Lords found he could not claim the eases, and quarrel the bargain, 3d July; and this day adhered.

No. 16. 1742, Nov. 24. PARKHILL *against* GEDDES of Scotstown.

THE Lords found that a tutor neglecting to make up inventories of his pupil's father's means, (a merchant) nor even sundry malversations, pretty like frauds, were no sufficient ground for giving the pupil, now of age, an oath *in litem* of the extent of his father's *free* means, nor to decern in any particular sum upon the uncertain conjectural evidence of neighbours, that they thought the deponent worth so much; but reserved the effect of these malversations in advising the proof upon any articles of the tutor's accounts that should afterwards be brought, 24th November. 8th December, Refused a bill without answers, and adhered.

No. 17. 1743, Jan. 28. SUTHERLAND of Pronzie, Infant, *against* HIS UNCLE.

A BRIEVE of tutory being served, and at the day of compearance, the tutor of law not compearing and producing the brieve, the nearest of kin on the mother's side craved the diet to be deserted *simpliciter*; but the Judge deserted the diet until the brieve be of new served; which the Lords thought he could not do; and that since the brieve was not produced and insisted in, it should have been deserted *simpliciter*.

No. 18. 1746, Dec. 9. WALKINGSHAW *against* WILLIAM GRAY.

JOHNSTON of Straiton having on death-bed named tutors and curators to his children, and appointed a factor with a salary during the tutory and curatory; the tutors quarrelled the nomination of a factor, or at least insisted they had power to change him. The Lords agreed that the tutors could not remove the factor during the tutory, but found no necessity to determine the point after pupillarity; but the factor agreed to find caution.

No. 20. 1748, Nov. 29. URE *against* LIDDLE.

A TUTOR of law being served, the clerk neglected to take a bond of caution, at least none now appears; however the service never was retoured; and the infant having recovered decreet against him for the balance, now sues Ure, the clerk, for not taking the bond. Haining found him liable; but we, in respect the service was not retoured, nor