

of the terms of the doquet of the signature 1678 and act of Parliament, which comprehend these teinds themselves.

No. 38. 1753, Nov. 21. LORD ADVOCATE, &c. *against* PRESBYTERY OF SELKIRK.

THE Presbytery pursued a declarator that Long-Newton was a parish by itself having 1000 merks stipend, kirk, and glebe, and that therefore it ought to have a Minister to serve the cure, or at least be annexed to . Sir William Scott defender produced many strong documents to prove that it had in 1684 been annexed to Ancrum by the Court of Commission, and 500 merks of stipend allocated to the Bishop of Brechin, and the rest continued till the Commissioner should give orders touching it, which they never did; and produced a copy of the decret, but could not produce any extract, the records being burnt; but produced three discharges of the 500 merks by two different Bishops of Brechin, and since 1688 it has been constantly paid to the Crown. The pursuer replied that the copy was no evidence; that any decret that had been pronounced was afterwards stopped, and no decret extracted, and that the defender behoved to prove the tenor of his decret, for which all his adminicles were insufficient. The Lords found sufficient evidence that the kirk was in 1684 annexed to Ancrum, and therefore assoilzied from that conclusion of the libel, and found no necessity of proving the tenor.

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TENOR.

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No. 2. 1735, Dec. 2. CHANCELLOR *against* GRAY.

THE tenor was fully proved of the heritable bond, and the adminicles were the sasine and scroll of the bond which were both sworn to; but the difficulty was the *casus amissionis*, as to which the notary said; he after the sasine returned the bond to Mr Bogle his employer, at least sent it to his wife; and Mr Bogle swore he did not remember that he had ever seen it after he gave it to the notary. There was another circumstance, that they went to the West Indies, and so could not retire it, but this was not proven.

No. 3. 1736, July 10. ANDREW MANN *against* ISOBEL MANN.

IN a proving of a tenor of a postnuptial contract, the only adminicle produced being a copy taken of the alleged contract by a stranger, and the said tenor offered to be proven by the writer of the contract, and by the person who took that copy; but no special *casus amissionis*, but that either the wife gave it to her husband, and he lost or destroyed it, or that it was *casu fortuito* lost by herself;—the Lords gave an act for proving, though the contract contained extraordinary clauses, viz, the fee of the husband's whole present