

No 1. simple knowledge of the contract could not put the pursuer in *mala fide*, except sufficient denunciation or intimation of the interdiction had been made. THE LORDS, *una voce dicentes*, admitted the reply, and found, that the simple knowledge of the said contract could not put the pursuer in *mala fide* to take an assedation of his father, except they would allege an intimation to be made.

Fol. Dic. v. 1. p. 478. Colvil, MS. p. 409.

No 2.

A bond granted by an interdicted person to one of his interdicters, was found reducible, although the interdiction was not published.

1612. February 22. GRAHAM against STEWART and BALFOUR.

By contract of marriage, a simple man having interdicted himself to his goodfather, the bonds and securities made by him thereafter to his goodfather were found reducible *ex capite interdictionis*, albeit no publication had passed thereupon; because, the Lords thought publication only necessary to certify the lieges who knew not the interdiction; but those who were contractors in the contract which contained the bond of interdiction, could pretend no ignorance thereof. They found also, that, in reduction of a contract or bond made to the interdicter, the person interdicted might pursue without concurrence of the remanent persons to whom he was interdicted.

Fol. Dic. v. 1. p. 478. Haddington, MS. No. 2408.

No 3.

1621. January 19. PRINGLE against BORTHWICK.

FOUND, That the interdicter, except the interdiction be published, may acquire from the party interdicted.

Fol. Dic. v. 1. p. 479. Kerse, MS. fol. 62.

No 4.

1678. July 24. GRIERSON against TELFER.

It was found relevant to reduce, that a gratuitous bond was granted to an interdicter, after the interdiction was delivered to him, though before it was published.

Fol. Dic. v. 1. p. 478. Stair.

*** This case is No 4. p. 6298. *voce* IMBECILITY.