

interdicted person, and liberate him at the hands of his creditors, but that his moveable goods may be poulded, and distrained for his debt: but this was done in respect of the tenor and express clause contained in this interdiction libelled, which had that end designed therein, *viz.* that he had interdicted himself to these friends, to the effect that he should not do any deed whereby his lands and heritages might be evicted from him, and he prejudged therein; by the which clause, his moveables, if any he had, was not exeemed, but were liable to his creditors. In this process, also, the Lords found that such interdictions ought not to exeem the person interdicted, from the execution of horn-ing and caption, personally to be executed by his creditors against him; for, this being his own deed, he could not, by his own deed, done in his favours and by himself, exeem himself from caption; for that is to bind himself to himself, whereby the creditor cannot be hurt.

*Act.* Nicolson and Stuart. *Alt.* Hope. *Scot, Clerk.* *Vid.* 11th December 1622, H. Seaton; 20th December 1622, L. Glenurchie; 4th December 1623, Hay *against* Geichan; 29th July 1624, L. Collington.

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1625. July 8.

STALKER *against* NEMO.

IN a double poulding, betwixt Stalker and Nemo, the Lords found a decret *cognitionis causa*, recovered before the Lords for a debt owing by a defunct, wherein there was called certain defenders to represent the defunct as executors to him, at least universal intromittors,—to be null, because none of the defenders in that sentence compearéd, neither to defend or to renounce; and there was no probation adduced to verify the defenders either executors or intromittors, neither were they charged to enter heirs. Therefore the decret was found null.

*Act.* James King. *Alt.* Nicolson. Gibson, *Clerk.* *Vid.* 8th July 1623, Thomson *against* Edgar.

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1625. July 8.

WILLIAM GRAY *against* WILLIAM BURGH.

AN action of registration was pursued, at the instance of William Gray *against* William Burgh, who was convened to hear an obligation registrat, which was made by his umquhile father, and was desired to have execution against him, as successor to his father, in the lands of Davidson, whereto he was provided by contract of marriage, after the making of the bond craved to be registrat *eo nomine* against him;—in the which action the Lords found, that, albeit the defender was only convened as successor to his father in the said particular lands, wherein he was infest by virtue of a contract of marriage, and so for a cause onerous, he being minor the time of the granting of the said infestment to him, and being but presently of the age of 21 years, and so *intra annos utiles*; and that he being personally present, renounced all benefit, which