

quoad eos who were the third party, yet it was a perfect contract betwixt Niddrie and Sir James, to whom Niddrie was obliged, for onerous causes therein contained, to warrant him and Lennox of the said action. The Lords found, That the said contract was sufficient for Lennox to prove the reason of his summons.

[*Idem,*] Laird of Lamingtoun against George Foulies, 14th December 1632.
Page 44.

1628. December 15. RIND *against* LOQUHAIR.

A DECRET obtained before the commissaries of Glasgow, *cognitionis causa*, for proving a writ to be holograph not sustained, as not pertinent to an inferior judge.

Page 56.

1628. December 17. The LAIRD of CRAIGIEVAR and The KING'S ADVOCATE *against* CHALMER.

A TRANSLATION made by the pensioner, the entry thereto to be after the decease of the cedent, found null.

Page 165.

1627. January 17 ; and ———— 1629. LAUSON *against* BRUCE.

THE procurator of a stranger ordained to find caution to make the sum obtained against a Scotsman answerable to that same judgment, *super lite movenda*, at the instance of a party having interest, *prout de jure* ; and that the procurator should only be summoned, and not the stranger, to whom he was procurator.

Page 215.

1627. March 27 ; and ———— 1629. ———— *against* ————.

A STENT imposed upon parishioners, for reparation of the kirk, subscribed by the clerk of the session, sustained to pursue for the stent.

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