

1630. *June 24.* LORD GARLIES *against* GEORGE MAXWELL.

MY Lord Garlies pursues Mr George Maxwell, one of the parishioners of Kirkmahoe, for wrongous intromission with his teinds 1626. It was excepted by the defender, That he possessed his teinds by allowance of the heirs of umquhile Thomas Edgar of Holm, who had tack of the said teinds set by the pursuer and his father; and, albeit the tack was expired, yet he possessed the same *tacito relocatione*, in so far as he made payment of the sum of six pounds, which was the old teind silver, to Robert M'Connel, his factor, who was in use to uplift the teinds of the said parish divers years before and after the said year 1626. Which the Lords found relevant.

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1630. *July 1.* ELLIES *against* ELLIOT.

ALBEIT a bond bear, written and subscribed with the party's hand, yet, if it want witnesses, the holograph must be proven.

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1630. *July 2.* ————— *against* —————.

THE execution of a summons may be taken to be improven *in prima instantia* by the defender, by way of exception, as well as by way of reduction; wherein if he fail, the libel will be decerned against him; and from all other exceptions and defences he will be debarred *in sempiternum*.

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1630. *July 4.* JAMES RICHARDSON [OR RITCHIE] *against* WELCH of ROBSON.

JAMES Richardson, by contract of marriage, obliges himself to infest his future spouse in liferent, and the heirs to be gotten of that marriage, in an annualrent of £200 out of a tenement of land. Thereafter the said James disposes the said tenement to his eldest son of the first marriage; which son sells the same to Welch of Robson. The heir of the second marriage pursues for pointing of the ground for the said annualrent. The singular successor defends himself by his infestment granted to him by the heir of the first marriage who had received a disposition thereof from the father, who, notwithstanding of the said contract of marriage, or any clause therein contained in favours of the heirs of the second marriage, yet still remained fiar of the said tenement himself, and might, at any time he pleased, have disposed the said tenement and the annualrent out of the same, to whom he listed. Which the Lords found relevant.

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