

the hail rent, except nineteen chalders of victual. The Lords thought it reasonable to rectify the decreet-arbitral, and ordained the party submitter to pay her £1000 at Whitsunday next; and yearly, since the decease of her husband, 1200 merks, at two terms, Whitsunday and Martinmas, and in time coming, during her lifetime, at the said terms.

*Page 61.*

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1632. *March 6.* BOWMAKER *against* HOME.

IN a suspension, where a reason is not verified, nor a day granted to the suspender to prove the reason, the suspender, how soon he finds a writ whereby he may verify the said reason, may suspend again upon the same reason, and produce the verification thereof; for it is not alike in a suspension as in an ordinary action, where men will get diets of probation; but, in a suspension, it is ordained to be proven *instante*.

*Page 227.*

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1633. *March 7.* ROBERT SMITH'S CREDITORS *against* GEORGE LESLIE.

IN concourse of creditors pursuing their common debtor, every creditor ought to be respected in order, according to their diligence, except where the common debtor is bankrupt.

*Page 53.*

1633. *March 19.* REID of ERDELTON *against* HAMILTON of BEILL; and  
1633. *March 21.* ROBERTSON [OF LAURISTON] *against* DONYPACE.

ALBEIT an irritant clause be committed, whereby a party is obliged to relieve his cautioner of certain sums, and, for his relief, infefts him in his lands, with a condition, that in case he relieve him not, the reversion shall expire;—the Lords sometimes grant a term to the party, to purge the irritant clause; and, in case he purge it not, that the person who sought the declarator should pay the debts for the which he was infeft.

Sometimes a term is not granted, by reason of an Act of Sederunt, wherein it is declared, that the Lords will decern anent irritant clauses, according to the precise words of the condition.

*Page 112.*

In the declarator obtained by Robertson [or Lauriston] *against* Donypace, no term to purge was sought.

*Page 112.*