

ing their allegiances, that they might know clearly the matter of fact, and if there was any fault, before sentence.

Page 59.

1669. *June 29.* EARL of KINGHORN *against* The TENANTS of DRONLAW.

IN a removing pursued against the tenants, who ALLEGED, That they had a tack from _____, who was not warned:—It was REPLIED, That _____ was a naked liferenter, and was now dead; so that, their interests being extinct, the tenants ought to remove; at least, that, without any new warning, they might be decerned to remove at Whitsunday 1670.

The Lords found the defence relevant, and that there was a necessity of a new warning before the tenants could be decerned to remove.

Page 60.

1669. *July 3.* ANNA BLAIR and her SPOUSE *against* DOCTOR FORBES.

THE said Anna, pursuing for mails and duties of her conjunct-fee lands, to which she was provided;—It was ALLEGED for the Doctor, who was infest upon a comprising led for his wife's portion, That the pursuer's seasine was null, not being registrate. It was REPLIED, That it was given upon a contract of marriage, clad with many years' possession, and acknowledged by the defenders, in so far as, in a double poinding, they had taken a decret with the burden of her liferent.

The Lords sustained the reply; albeit the defender was a singular successor, and founded his allegiance upon the Act of Parliament.

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1669. *July 3.* Betwixt these same Parties.

THE Doctor and his Wife, pursuing the Mother and her Husband, for aliment, and referring the same to her oath, she did depone qualificate, that, as she was alimeted, so it was upon an agreement to pay so much victual weekly.

The Lords sustained the quality; notwithstanding it was alleged, that it resolved in an allegiance that ought to be proven otherwise than by the deponent's own oath.

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1669. *July 3.* GEORGE STEWART of ALDHAME *against* The TUTOR of GRANT.

THE tutor being charged upon a bond granted to the said George for £300.