

provided to, she could not crave any more ; and that the proper wadset being lucrative, and exceeding the annualrent of the money lent, she ought not to have the benefit thereof, but only that which was intended by her contract of marriage should be secured to her free of all burdens ; which was done by the right of the wadset so long as the same should remain unredeemed ; albeit, in the case of redemption, the heir would be decerned to employ 25,000 merks.

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1671. December 5. MR GEORGE SCOTT *against* MR JOHN ELEIS.

IN a reduction of a bond, granted by the said Mr George, for the sum of 1100 and odd pounds, as the balance of an account, upon this reason, That since Mr John was tutor to the pursuer, and that within three months after his majority, and *ante redditas rationes*, he did offer him an account, when he was upon his contract of marriage, refusing to go along with him, unless he would grant bond for the balance thereof ; whereas the articles themselves of the account were most unjust, and such as ought not to be allowed, and wherein the pursuer was circumvened ;—it was ANSWERED, That the pursuer being major, *sciens et prudens*, and having the account given him to advise the same for several weeks, he cannot be heard to reduce the same *ex capite fraudis*.

The Lords did assoilyie from the reason ; but superseded all execution for payment until the pursuer should insist in his count and reckoning against the said Mr John, that it might be found if he had as much in his hands as would satisfy and compensate the said bonds.

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1671. December 6. ALEXANDER MERCER *against* GORDON of TULLICHANDIE.

THERE being a wadset, granted by Seaton of Shethine to William Gray, provost of Aberdeen, of the lands of Meldrum, redeemable upon payment of the sum of 4000 merks ; as likewise, Mr James Skein did give a bond of corroboration, but suspended all requisition until some years thereafter ; at which time Tullichandie did grant a new bond, whereby he became obliged, that, in case two terms should run into the third unpaid, that then he should pay the sums contained in the wadset, he being assigned thereto for relief. Whereupon the said Alexander Mercer, as having right from the Earl of Haddingtoun, who had a gift of *ultimus hæres* to the said William Gray, did pursue the said Tullichandie upon that ground,—That there were three terms' annualrent outrun.

It was ALLEGED for the defender, That there never have been intimation made to him till long after three terms were outrun ; and that, in the meantime, the debtor becoming irresponsal by the diligence of other creditors : whereas Wil-