

No 102.

To the *second* it was *answered* ; In fact, the market cross stands in the market-place, although the magistrates have appointed, for the conveniency of the lieges, other places for selling commodities ; at the same time, the area round it is the only place where herbs and fish are sold, and where the merchants keep their exchange. *Lastly*, As to the observation, That it does not appear the Earl was there upon a market-day, it is sufficient to observe, That from some circumstances of the proof, it is probable it was not on a Sunday ; and the rest of the week, there is a fish-market and daily exchange held about the Cross.

THE LORDS repelled the reason of reduction.

G. Home, No 35. p. 66.

S E C T. XIII.

Apparent Heir's Consent.

No 103.

1672. *July 16.*GRAY *against* GRAY.

A MAN, upon death-bed, disposed his estate to his daughter, (apparent heir) and her husband, in conjunct fee, whom failing, to her husband's heir. The daughter and her husband bruiked the subject several years, and never reclaimed, or raised any process against this death-bed deed ; yet this possession of the apparent heir being under the influence of her husband, was not found an homologation to debar a posterior apparent heir from quarrelling the same.

Fol. Dic. v. 1. p. 219.

*** *See* This case Sect. 3. *b. t.* No 16. p. 3196.

1685. *January 9.*LAURENCE POUR *against* Bailie CHARLES CHARTERIS and AGNES DEANS.

No 104.

A deed was in favour of an immediate apparent heir, whom failing, to strangers. The heir died an infant,

THE LORDS advised the case between Pour and Pour (and Deans.) Laurence Pour is interdicted to sundry persons ; his brother *in lecto* makes a disposition of his estate in favours of sundry persons, with a substitution, and some of the substitutes are Laurence's interdictors. Laurence is moved to ratify it, on this