

tacks were decerned to fall under single escheat; notwithstanding whereof, his hail allegiance were repelled. Thereafter compeared the Laird of Melgum, and alleged that no letters conform could be given to the said tack, so far as concerned his teinds, because young Bonitown had set to him a 19 year's tack of his own teinds, long before the committing of the crime for which he was forfeited, like as the entry thereof was at Lammas 1600, long before the crime, and so could not fall under his forfeiture. It was *answered* by Sir Walter, That the alienation foresaid could be no right to the said Melgum, because young Bonitown having no right to the 19 year's tack, which was set to his heir, he could not make any assignation thereof longer than his own life; and his gift was not only of things pertaining to Bonitown younger, but also of things fallen to his highness by inhability of his posterity.—THE LORDS considering that Melgum's tack was of his own teinds of his own lands, and had the entire and apprehended possession before the crime, they would not annul it so summarily, and therefore granted letters conform to Sir Walter, but prejudice of Melgum's tack as not compearing.

No 14.

Fol. Dic. v. I. p. 313. Haddington, MS. No 666.

1675. November 11. VEITCH against PALLAT.

No 15.

A BANKRUPT having granted assignation to one of his creditors in prejudice of another who had done more timeous diligence, by horning, &c. the prior creditor having affected the subject assigned, by taking a gift of escheat, was found to have action of repetition against the assignee, who had received payment.

Stair. Dirleton.

* * * See No 127. p. 1029. No 159. p. 1073. and No 91. p. 2874.

1680. January 23. MARQUIS of HUNTLY against GORDON.

No 16.

GORDON of Cairnborrow's predecessor having gotten a feu-right of the lands of Cairnborrow from the Earl of Huntly, whereof the *reddendo* is 10 bolls of victual, and 14 pounds money; thereafter, in *anno* 1625, there is a charter by Huntly to Cairnborrow of the same lands, wherein the feu-duty is ten merks; and there is a clause subjoined, that, whensoever the lands should be in the King's hand, by ward, non-entry, or any other way, that Cairnborrow should pay to the King 50 merks, which is more than the quadruple of the retour. This Marquis of Huntly being donatar to the forfaulture of the Marquis of Argyle, who was infeft in the estate of Huntly by an expired apprising, thereupon

A blank in a charter for the *reddendo* to the King not being filled up before forfeiture, the vassal was found liable for the feu-duty in the original feu charter.