

part of the teind before inhibition, he might lead the rest of it after the inhibition; and, for that year, the relocation was not interrupted, unless it were alleged that the tacksman did, *dolose*, lead the said part before the usual time of leading, thereby to prevent the inhibition. And if *dolus* were proven, the intromitter would be liable in a spuilye; otherwise only for the tack-duty.

*Page 295, No. 8.*

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1674. *February 3.* BLAIR *against* the PARISHIONERS of KINGARTH.

KINCATTEN, having a tack of the pasturage-teinds from one of the prebends of the chapel-royal of Stirling, being pursued for the vicarage, excepts, that he had been in possession for many years to lift the vicarage, as a pendicle of the parsonage-teinds, and that it was the custom of the prebendary. Which the Lords found relevant, although vicarage was not expressed in the tack. This practice is not in Stair.

*Page 295, No. 9.*

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1676. *January 14.* the ABBOT of KINROSS *against* the FEUAR of KINROSS.

THE Abbot of Kinross, having feued out some lands of the abbacy for a feuduty *pro omni alio onere, exactione, &c.* and with a clause *cum molendinis et multuris* in the *tenendas*, but not in the dispositive clause; and the feuar being pursued for abstracting multures, by the abbot's successor in the mill, who had got the mill long after the foresaid feu;—the Lords found the feuar free from as-triction, by reason of the said charter.

*Page 294, No. 4.*

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1678. *February.* SIR ADAM ——— *against* the LAIRD of ROBERTLAND.

ROBERTLAND,—having a tack of the teinds of his barony, lying in the parish of Stuar-ton, dis-poned a part of the said barony, with all right, title, and interest he had to the teinds of the said lands, and assigned the tack of teinds as to the lands dis-poned; and the disposition acknowledges, that there was a full price paid for lands and teinds;—warrants the teinds from fact and deed only. And there being a locality due to the minister out of the whole barony in general, which, for many years after the disposition, was wholly paid by Robertland, and his tenants in the lands not dis-poned; and the minister having thereafter dis-tressed Sir Adam's tenants, Sir Adam intented declarator, that Robertland should relieve the lands dis-poned, of the payment of any part of the stipend,