

This being taken to interlocutor, the Lords allowed the reason to be proven in the foresaid manner condescended upon, and found it was his own oath took away the bond, (and not witnesses,) if he once acknowledged the cause of the granting thereof not to have been for borrowed money as it purported; for then *ex officio*, they ordained the writer and witnesses mentioned in the bond, to be examined before answer, anent what they heard or knew, the time of the subscribing, to have been the cause why Brown the suspender gave this 300 merks bond to Laurie the charger, and if it was for a remain of tocher. See for this case, *supra*, November, 1673, [Syme *against* Inglis,] No. 429, and the two citations from Dury there.

On the 6th of June, 1677, the Lords having advised Laurie's oath with the testimonies of the witnesses in the bond, they found Brown's reason of reduction not proven thereby, and therefore assoilyed, and found the letters on the bond orderly proceeded at Laurie's instance. *Advocates' MS. No. 470, folio 243.*

1677. June 9.

ANENT PROOF OF BASTARDY.

JAMES BROWN, Advocate, had this case debated. One is ALLEGED to be a bastard; and for proving of it, a seasine of his is produced, wherein the notary designs him *filius naturalis* of such a man. They were to have the Lords' answer, if this was sufficient to prove bastardy *in re antiqua*. It may be, the notary thought the word *naturalis* good enough Latin to signify and design a lawful son, and opposed it only *filio adoptivo*, as sometimes it is done in law. I scarce think it a sufficient probation alone, though it may pass for an adminicle.

*Advocates' MS. No. 567, folio 284.*

1677. June 9.

GUTHRIES *against* the LAIRD of GUTHRY.

IN the action, Guthries in Arbroath *contra* the Laird of Guthry, it was FOUND, *1mo*, One that stands infert only in an annualrent furth of lands, cannot pursue a reduction of rights of the property, as of a comprising, or wadset, or irredeemable disposition of that land.

*2do*, That an annualrenter cannot properly pursue an action for maills and duties, but only its natural action of poinding the ground, unless the annualrenter has used arrestment in the tenants' hand, and then he may pursue maills and duties, or rather to make them forthcoming. See this remarked *alibi*, in the fifth leaf of my manuscript of Miscellaneous Law Observations.

*3tio*, Though in the dispositive part there be three sundry annualrents mentioned and disposed; yet if the seasine at the clause about the act of tradition of earth and stone and a penny, bear only infertment to have been given of one of the annualrents, through the omission and informality of the notary, they will get poinding of the ground for no more but that one annualrent expressed, till they take a new seasine for the rest.