

supervenient law, but from the ancient laws of the kingdom, whereby church-lands are naturally liable to be designed for glebes.

No. 64.

The Lords decerned in the declarator of eviction.

Harcarse, No. 1014. p. 288.

* * P. Falconer's report of this case is No. 50. p. 9099. *voce* MINOR NON TENETUR, &c.

1683. *March.*

MR. NATHANIEL FYFE *against* WHITE, DEACON of the SHOEMAKERS in PERTH.

No. 65.

One having, for onerous causes, assigned a sum contained in a bond, and disposed an apprising that had followed thereon, with absolute warrantice, and pursued the receiver for the sum agreed to be given for the disposition and assignation.

Alleged for the defender: That the apprising was not a profitable right, the worth of the lands appraised being exhausted by preferable rights and diligences.

Answered: The warrantice, though absolute, can import no more, save that *debitum subest*.

Replied: Though absolute warrantice in the transmission of *nomina debitorum* imports only *debitum subesse*, yet it operates a full security and responsableness of the debtor, when rights and diligences of lands are disposed.

The Lords sustained the reply.

Harcarse, No. 1015. p. 288.

1683. *November:*

WHITE *against* Mr. NATHANIEL FYFE.

No. 66.

The above cause being again called, and it appearing from the assignation produced, that the bond was principally disposed and assigned, and the apprising consequentially, and that the appraised lands were not disposed, and that the clause of warrantice, though in the terms of absolute, did not warrant the apprising in special, but only the assignation in general. The Lords found, that the warrantice did import only *debitum subesse*.

It was informed, That the defender got a great ease of the apprising. It may be debated, That though the apprising, which is but a diligence, had been principally disposed, the warrantice should import no more; though *aliter* if the lands be disposed principally, and all the diligences *in consequentiam*.

Harcarse, No. 1016. p. 288.