

1743. *December 7.* TOWN of MUSSELBURGH *against* MARQUIS of TWEED-DALE, &c.

IN the case of *Stuart of Urchilberg against Stuart*, 20th November 1739, it was decided, or rather given up, that a charter from a subject, with a clause "*cum molendinis et multuris*" in the *tenendas*, together with a *reddendo* of a feu-duty "*pro omni alio onere*," was a sufficient liberation from thirlage. In this case it seemed to be the opinion of the bench that a charter from a private person, or even from the church, (which was the case here,) with the above-mentioned clause in the *tenendas*, was a sufficient immunity from thirlage, without the *reddendo, pro omni alio onere*. If, notwithstanding of this liberation, the suckeners had continued to go to the mill and pay in-town multures, it was doubted how far this interpretation would obtain, and whether or not these words in the *tenendas* would not be accounted mere words of style.

---

1743. *December 7.* PATRICK MEIK *against* ———.

[Kilk., No. 4, *Fiar-Absolute*, &c.]

THE Lords, taking in all the circumstances, and upon the whole complexion of the case, were of opinion that there was here a fraudulent intention to disappoint the succession of the children of the marriage, and therefore set aside the disposition in security.

This carried narrowly by the President's casting vote.

---

1743. *December 8.* ——— *against* ———.

THE Lords were of opinion that a bill, bearing annualrent and penalty, could not be validated by the party's acknowledgment of his subscription, but by an acknowledgment or proof that there really was a debt owing for which the bill was granted. See *Lauder against* ———, 19th June 1744.

---

1744. *January 28.* CURATORS of AGNES MURRAY *against* AGNES MURRAY.

[Kilk., No. 7, *Tutor and Curator*.]

THIS was an action at the instance of Curators against a Minor, to force her to concur with them in a deed of administration which they thought necessary; and the question was, Whether there was any remedy competent?