

- No 9. tained the reversion contained in the contract of wadset, being dated *in anno* 1608, albeit it was not registrated in the secretary's register.

*Kerse, MS. fol. 83.*

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- No 10. 1616. *July 25.* Earl of ERROL *against* TENANTS OF TANORLIE.

IN an action of removing, pursued at the instance of Francis Earl of Errol *contra* the Tenants of Tanorlie, the LORDS found, that the declarator of redemption, obtained by the Earl of Errol *contra* Elshmouth, was sufficient to denude Elshmouth; albeit there was neither decret nor sasine following thereupon, the wadset being holden of our Sovereign and confirmed; and found that after the declarator of redemption, the comprising led by Philorth against Elshmouth, with the infestment following thereupon, holden of the King, with ten years possession, was noways relevant to defend in a removing.

*Kerse, MS. fol. 84.*

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- No 11. 1619. *February 3.* JOHN BRUCE *against* BUCKIE.

IN orders of redemption, found that *spificica forma* was not necessary to be used in offering or consigning of the money, in respect it was consigned in a responsible man's hands, and that the party was content to make it forthcoming *cum omni causa*.

1622. *November 19.*—IN redemptions, found that the same must be restricted to the wadset which is redeemed, and this received after litiscontestation.

*Item*, In the same cause of redemption, found that the principal sum ought to have been consigned with the annualrent at L. 10 of the L. 100 since the order.

*Kerse, MS. fol. 85.*

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- No 12. 1620. *February 29.* Laird CARNOUSSIES *against* AGNES REID.

THE LORDS sustained a reversion, albeit not marked on the back, because the extract was produced; and the extract was found to be of another body, written by another man, and yet the LORDS sustained the reversion.

1620. *March 7.*—THE LORDS found the reversion could not prejudge the relict, who was infest upon the contract of marriage *hoc attento*, that the