

SURROGATUM.

1623. March 14. SKEEN *against* FORBES.

No. 1.

If a wadset tenement, wherein the relict was infest, is redeemed, she must be provided to the annual-rent of the sum in the reversion.

Fol. Dic. v. 2. p. 412.

* * This case is No. 1. p. 3047. *voce* CONQUEST.

1661. June 29. TELFER *against* MAXTON.

No. 2.

An order of redemption having been used, and the wadset sum consigned, after the wadsetter's life-rent-escheat was fallen, it was found incumbent upon the wadsetter, who had right to this sum, as coming in place of the wadset, to employ the same, or give security to the donatar of his life-rent-escheat for the annual-rent thereof during the wadsetter's lifetime.

Fol. Dic. v. 2. p. 412.

* * This case is No. 18. p. 5631. *voce* HOMOLOGATION.

1665. July. WEDDERBURN *against* M'PHERSON.

No. 3.
Factum im-
prestabile.

Dougal M'Pherson having sold the lands of Easter Pourie to Alexander Wedderburn of Kingheny, he is obliged to cause his wife subscribe the disposition, and ratify judicially, she being infest in an annual-rent of the principal sum of 8,000 merks; whereupon Dougal being charged, suspends upon this reason, That he had dealt with his wife to subscribe and renounce, but she has refused, and so it is *factum imprestabile*, and the suspender is content to do the equivalent; viz. to suffer the like sum of 8,000 merks owing by the charger to the suspender, to lie in his hands for his security, till either his wife renounce, or she depart this life. To which it was answered, That the suspender being obliged particularly to cause his