

No. 8. cessor to her husband in the right of the lands, who was convened, and that the tenant of the ground was not convened, nor yet the husband's heir, and albeit the Whitsunday's term duty was paid before, as said is, yet that the relict, by virtue of her right, had action against the singular successor for the whole half of any duty paid for the lands, albeit her husband deceased after the whole Whitsunday's duty was paid for that whole year's grass; and that the whole half duty of these lands was due to her, seeing the husband died before the Martinmas; for that Whitsunday interrupted is counted for the next year's duty, and not for that year wherein he died.

Act. *Craig & Stuart.*

Alt. *Aiton.*

Clerk, *Gibson.*

Durie, p. 415.

1629. July 11. MONCRIEF *against* BALROUNIE.

No. 9.

A denunciation having passed before Martinmas, the legal term, and the decree of comprising before Yule, the conventional term, in a process of mails and duties against the debtor himself *qua* possessor, he was found liable for that year's crop, the same being *in medio*.

Durie.

* * * This case is No. 7. p. 137. *voce* ADJUDICATION.

1629. July 17. CALDWELL *against* STIRK.

No. 10.

The annailzier of a tenement of land, conform to a contract made in November, four or five days before the term of Martinmas, pursuing the buyer for the mail of that land, as possessor thereof for the term preceding that Martinmas before which the alienation was made, the contract neither disposing that term to the buyer, nor reserving the same to the seller, nor making any mention thereof, nor of the buyer's entry thereto, but bearing a procuratory of resignation therein, albeit sasine followed not till after the Martinmas, it was found nevertheless, That seeing the contract containing the said procuratory preceded the term, that the seller was denuded of his right, and could not pursue for that term's duty which was not complete before the said procuratory, nor yet reserved to him therein.

Clerk, *Hay.*

Durie, p. 465.