

REGISTRATION.

13546

1631. February 18. LORD CRANSTON *against* SCOT.

No 18.

IN a declarator of liferent escheat at the instance of the superior, it being objected by the vassal and his creditors, That the vassal's sasine was null for want of registration, and so the liferent could not fall to the superior, but to the King; this was repelled, because a sasine not registered makes a real right, though it will not give preference in a competition.

*Fol. Dic. v. 2. p. 331. Durie.*

\* \* This case is No 30. p. 7801, *voce* JUS TERTII.

1631. March 18. LADY FALSIDE *against* LAIRD OF ADMISTON.

No 19.

THERE was a contract of marriage betwixt the Lady Falside, widow, and the Laird of Admiston, wherein the said Laird was obliged to dispone to the heir to be procreated of that marriage, the lands of Millarstones. After her spouse's decease, the Lady, for herself, and in name and behalf of her son and apparent heir procreated of that marriage, craves registration of that contract against the Laird of Admiston's son of his first marriage, as lawfully charged to enter heir. To which it was *answered*, That no registration can be decerned at the apparent heir's instance till he be first served and retoured. It was *replied*, That registration might be granted at the instance of the apparent heir, suspending the execution till he were entered heir. THE LORDS refused to grant registration till he were served heir.

*Auchinleck, MS. p. 189.*

1631. March 18. LAIRD OF EDMISTON *against* His LADY and SON.

No 20.

BY contract of marriage between the Laird of Edmiston and the Lady Falside, his second wife, he was bound to infest her in 3000 merks by year, and the heir male to be gotten of that marriage in the lands of Mellerstaines; and also was bound to provide the bairns of that marriage in the whole conquest that he should make during the marriage. This contract was sought to be registered, not only at the Lady's instance, but also at Andrew Edmiston her eldest son's instance, and the rest of the children. THE LORDS would not sustain it, either at Andrew's instance, because he was not served heir male of that marriage, nor yet at the instance of the children, it being certain they could reap no benefit of that clause in the contract anent the conquest, there being none at all, which if there had been, would have been more considerable.

*Spottiswood, (REGISTRATION.) p. 273.*