

perfected in writ, while long after the alleged receipt of the goods, suppose there was an intended bargain and contract before, which took a time to — and apprise the goods that were in the booth.

*Page 120.*

1650. *January 1.* JANET WILKIE, KATHERINE and JANET RAMSAYE, THOMSONE, and MAXWELL, competing.

THE tenants of the lands belonging to umquhile John Ramsay, trumpeter in the Canongate, suspend, upon a multiplepounding, against sundry persons pretending right to the maills; wherein compears Janet Wilkie, Katherine and Janet Ramsayes, one Thomsonsone, &c. But the said Janet Wilkie was preferred upon an infeftment of annualrent for 1000 merks to her father in liferent, and to her in fee, in the year 1624; suppose it was alleged by Ramsayes, that their uncle, from whom they had right, was infeft a year or two before: as also Thomsonsone, because the said Wilkie obtained pointing of the ground, and so came in possession before them, Thomsonsone having gotten but a personal decreet after Wilkie, and having comprised also thereon; which comprisings behoved ever to carry with the land the annualrent burdening the same. And where Maxwell, the mother, put in a reason, that she being liferenter, the said Wilkie her infeftment could not carry the maills: it was answered, That the said Maxwell, if she had any liferent, did consent to have infeftment.

*Page 121.*

1650. *January 1.* KARKETTLE *against* JOHN SPOTSWOOD.

IN the suspension, Karkettle against John Spotswood, the reason that the decreet whereupon Spotswood charged being for 1800 merks, was satisfied by the offer of 1000; in respect of a posterior minute passed between the parties, by the which Spotswood was obliged to give an assignation to the whole decreet against the heirs and executor of the defunct;—that reason was not found relevant to grant assignation against the executor, being the brother of the relict and of John Spotswood, charger, the which relict was executor to her husband; since that was never the meaning of the contractors in the minute, that the charger, who had obtained the decreet, as assignee, from the relict, to that clause of her contract of marriage, should give assignation against his brother, her executor: but because the son of the defunct was alleged to be yet alive in Poll. and might come home and be heir to his father, notwithstanding that the suspender, against whom decreet was obtained, was served to the defunct, his brother; and that, if it so happened, the suspender might get his relief of him, by virtue of the assignation, if his service were reduced and annulled.

*Page 122.*