

No 2.

A clause in the reddendo of a charter, *solventis quatuor solidos et quatuor denarios monetæ sterlingorum*, was found to import only Scots money.

1666. June 26. The LAIRD of WEDDERBURN *against* MR JOHN KING.

IN an improbation and reduction, pursued at the instance of the Laird of Wedderburn against Mr John King, for reducing of a feu *ob non solutam canonem*, and for not performing the services contained in his charter, which was the carrying of fish from Haymouth to the place of Wedderburn weekly, or twice a-week; THE LORDS found that an apparent heir might be heard to purge at the bar, albeit not infest; they found likeways, that *quatuor solidos et quatuor denarios monetæ sterlingorum* was only Scots money; and found, that the services being *onera personalia*, were only due if required; but found, that the value of the services ought to be converted in money after the date of the citation.

Fol. Dic. v. 1. p. 144. Newbyth, MS. p. 65.

No 3.

Two halves of a barony were disposed to different persons, one before the other; the first *cum moris et maresiis*, only in the tenenda, not in the dispositive clause. The property of the moss of the barony, was found to go with the second half.

1668. January 25. KEITH *against* GRAHAME.

IN the case of Keith of Craigie, *contra* Grahame of Creichie, the LORDS, upon probation in mutual declarators anent a moss, found, That the barony of Craigie having pertained to Straiton of Lauriston; and thereafter, a part of the same being disposed to Keith and his predecessors; and another part to the authors and predecessors of Grahame of Creichie, extending the saids two parts to the whole barony; that both the saids parties had interest and right to the moss in question, as to commony and pasture, and casting peats and turf; but as to the property of the moss, they thought that it should belong to that parcel which was last disposed by the common author; seeing he disposed the other part only *cum moris et maresiis* in the *tenendas* and executive clause; no mention of the moss being in the dispositive part; so that the property of the moss remained with himself annexed to the other parcel.

Fol. Dic. v. 1. p. 144. Dirleton, No 149. p. 60.

No 4.

An obligation to free lands from all burdens imposed, or to be imposed, was extended to the burden of militia imposed by authority; but not to the reparation of a miln dam. An obligation to make the lands worth so much, is more comprehensive.

1669. February 23. LADY TARSAPPIE *against* LAIRD KINFAWNS.

THE Lady pursuing on her contract of marriage to free her of the expences of the late militia, and likewise for repairing yearly the miln dam, whereof she was liferenter, because the miln being situate upon the sea side, it was subject to great hazards by tides and inundations; THE LORDS found, that these words in the contract being only to free her of all burdens imposed and to be imposed, and not to make her liferent land eighteen chalders of victual of free rent, did extend to the burden of the militia imposed by authority, but could not extend to the reparation of the miln dam, the heritor offering to get a sufficient tenant for payment of the ordinary duty yearly.

Fol. Dic. v. 1. p. 144. Gosford, MS. p. 45.