

*BONA ET MALA FIDES—BONA FIDE PAYMENT.*

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1733. *November 10.*      LORIMER *against* ADAM.

No. 1.

ONE possessing lands on a disposition from his mother without infestment, found *bona fide* possessor as to all rents actually uplifted before citation; though the pursuer's right was unquestionably preferable, and on record;—but not as to rents then in the tenants hands, but not uplifted.

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1736. *February 17.*

YORK-BUILDINGS COMPANY'S ANNUITANTS *against* GARDEN of TROUP.

No. 2.

PAYMENTS made by a tenant to or for his master after the legal term of Martinmas, long before the conventional terms, which were not till Lammas and Christmas next year, being made *bona fide* before he was interpellated, sustained against a creditor infest, who interpellated him before the conventional terms. (See DICT. No. 13. p. 1784.)

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1736. *July 1, 25.*

SIR JOHN DALRYMPLE *against* REPRESENTATIVES of DAME JEAN HALKETT.

No. 3.

IN the case mentioned, *voce* BANK, the Lord Borthwick believing the Lady had right to the stock, uplifted the dividends, answered several calls to the bank, and sold three shares. The Lords found her representatives liable for the price of the three shares sold; found, that the advances upon the calls altered not the nature of the stock, but became an accessory thereto; and that the dividends uplifted by the Lady are to be applied in payment of the said advances; but sustained the Lady's *bona fides* as to the superplus of the said dividends over the payment of the said calls and interest thereof.