

- No. 6. when in the chair) his casting vote, Murkle being *non liquet*. But it was reversed in Parliament and the Crown's factor preferred.

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1753. July 27. URQUHART of Meldrum *against* OFFICERS OF STATE.

No. 7.

UPON the remit in the case of Urquhart of Meldrum against the Officers of State, (No. 5.) he objected to the contract on which the charter in 1637 proceeded, and which was signed by Sir Robert Innes in 1634, but by the King and Bishop in 1637, that the witnesses to Sir Robert's subscription were not designed; *2do*, That the precept of sasine proceeding on the charter was not produced; *3tio*, That the sasine did not specify the symbols; *4to*, That the extract did not bear the notary's mark or note, without which the principal sasine would have been null; *5to*, That Meldrum purchased the patronage at the judicial sale of Sir Robert M'Kenzie's estate. Answered, No statute before 1681 requires the designation of witnesses, and it would be unjust to void so solemn a contract whereon possession followed on that account; *2do*, That patronage may be conveyed without infestment, especially after it was dissolved from Sir Robert Innes's Barony by the charter; *3tio*, The sasine bears, *omnibus juris solemnitatibus in similibus fieri consuetis*, and precedents were quoted from Durie, where sasines were sustained without specifying the symbols; *4to*, None of the records of those times contain the notary's note, and the docquet bears expressly that he had put his mark to it, "*Signavi*;" To the *5th*, That the act 1695 secures purchasers at sales only against the debts and deeds of the bankrupt and his predecessors; and, as to the precept of sasine, that by the act 1594 they are not now after so long a time obliged to produce it. The Lords found, that the Crown's right is not barred by the act 1695; that Sir Robert Innes was not denuded till the Bishop was infest; but repelled the objection, that the precept of sasine was not produced, and also repelled both the objections to the sasine: but (as in the case, 22d November 1742, Duke of Douglas against the Creditors of Littlegill so here) we sustained the objection to the contract, that the witnesses to Sir Robert Innes's subscription were not designed; but found that the defect might be supplied by condescending on the witnesses and astructing the same, (See WRIT,)—but the interlocutor stopped on a reclaiming bill for the Officers of State. (See DICT. No. 15. p. 9919.)

See STIPEND—TIENDS.

See NOTES.