

And they having failed to do so, “the Lords removed the curators from their office of curatory, as suspect, and found both minor and curators, conjunctly and severally, liable to the pursuer in expenses, reserving to the minor, for such part as he might pay thereof, relief against the curators.”

1780. *June 23.* MISS GRAHAM of GARTMORE *against* Her CURATORS.

WILLIAM Graham of Gartmore named certain persons to be tutors and curators to his three daughters, with power to direct their education, and other usual powers: His wife, Mrs Margaret Porterfield, mother to the children, was one; and she intending to marry after Mr Graham's death, a gentleman, a merchant in Lisbon, her eldest daughter, who by this time was a few days above 12 years old, resolved to go and live with her. The tutors interposed by bill of suspension, and craved an interdict, prohibiting her to go out of Scotland till the question was tried, *viz.* how far a young lady under curatory such as this, a few days only above 12 years of age, had power to choose her place of residence. The bill was past, and an interdict granted; but, on report of Lord Braxfield, the Lords repelled the reasons of suspension, and removed the interdict. They were next to unanimous; but several of them regretted that, in females, pupillarity ended so early. They thought the special clause empowering the curators to direct the education of the young ladies made no difference, and they asked, where could a daughter stay more properly than with a virtuous mother?

WADSET.

1772.

EDMONSTONE *against* TWEEDDALE.

TWEEDDALE, upon a narrative of his being debtor to Edmonstone in the sum of L.49 sterling; therefore, for payment of said sum and annualrents, he sold to Edmonstone, his heirs and assignees, heritably, but under redemption, the lands of _____, redeemable from the said James Edmonstone, and his foresaids, by payment of the foresaid sum. The disposition contained an assignation to the rents in all time thereafter until payment of the sums before mentioned; and it did not limit the reversion to any term. After the possessing the subject for some time, Edmonstone pursued Tweeddale for payment, and insisted that the deed was a wadset, which entitled the creditor to redeem his money,—a sale under a perpetual reversion being an absurdity in terms, and truly resolving into a proper wadset, being impossible to be con-