

1628. *February 5.* The EARL of MARR *against* His VASSALS of MARR.

IN improbations, certification cannot be granted for evidents not contained in the incident. But the same must lie over till the incident be concluded.

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1628. *February 9.* ——— *against* ———.

IF a Stranger pursue a Scotsman before the Lords, and the defender has an action of reconvention against the stranger, the pursuer or his procurator must find caution to this same judgment where he pursues.

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1628. *February 11.* KILGOUR *against* THOMSON.

IN an action of double pointing of the mails and duties of a tenement, set in tack and assedation to a tenant;—the one party alleges that he has best right to the mails and duties, because by contract made betwixt him and the heritor of the said tenement, he is to be infest in an annualrent furth thereof. The other party pretends better right, because he is specially assigned to the said mails and duties by the heritor, and his assignation duly intimated before the alienation of the said annualrent; at the least, before the infestment was taken thereupon. The Lords preferred the assignee as having a more real right.

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1628. *February 11.* The MINISTER of STITCHELL *against* The KING'S ADVOCATE.

A MINISTER being presented to the vicarage of his kirk, and having his manse and glebe of four acres of land designed to him, craves the feu-duty of the rest of the glebe set in feu before the Act of Annexation, as pertaining to him by his presentation to the vicarage. The king's advocate contends, that the duty pertains to the king, seeing the minister has his glebe. The Lords found the feu-duty pertains to the king.

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1628. *February 11.* CROMY, in MONROSS, *against* MELVILL.

A PARTY having agreed upon the price of a tenement, and a blank being sub-