gative Court: and there cannot be an instance given of any money lying in England, that ever was confirmed by a Scots Commissary. Yet we say *mobilia sequuntur personam* where he dwells; but Sir George Lockhart said, our law could not force money abroad to be confirmed here. *Vol. I. Page 224.*

1683. *March* 9. CHARLES FARQUHARSON *against* FARQUHARSON of INVEREY, his Brother.

In this case Pitmedden refused to admit creditors to compear for their interest, to compete and propone defences, or stop the pursuer in his action upon the passive titles for constituting the debt, or in his adjudication; but reserved these to the action for maills and duties: but where it was simply declaratory for constitution of the debt, or upon the warrandice of the father's disposition, he would not admit their interest *hoc loco.* *Vol. I. Page 224.*

1683. *March* 10. JAMES DALE, and —— SYBBALD, his Wife, *against* LAING.

THE Lords found no damage proven by Laing's pasturing on the pursuer's land; but, in regard the witnesses had deponed upon her tilling and riving out the march-balk, they appointed Forret, who lay nearest to it, to visit in the vacance, and to consider the damage and to report. *Vol. I. Page 224.*

1683. *March* 13. HENRY WALWOOD and —— STEVENSON *against* EDWARD GILLESPIE and JOHN SCOT.

HENRY Walwood and Stevenson's reduction, *ex capite inhibitionis*, against Edward Gillespie and John Scot of Vogrie, being reported by Forret; the Lords most justly found, that, the debtor's children being by their mother's contract of marriage in effect heirs of provision to him, (though it was provided to the bairns of the marriage,) they cannot quarrel the rights their father made to the defenders, his lawful creditors; albeit these rights are granted after the inhibition used at the children's instance against their father, upon the mother's contract of marriage. *Vol. I. Page 225.*

1683. *March* 13. ABERCROMBIE *against* DAVID SEATON.

ABERCROMBIE against David Seaton in Elgine, reported by Saline. The Lords find, the sum in question being but small, *viz.* 200 merks, that the quality of the back-bond, obliging him to all diligence of the law, was sufficiently fulfilled by the diligence of horning and caption, without apprising, adjudging, taking his