1630. *February* 3. JANET SCHEIRSWORD *against* ROBERT BROUNE'S HEIR.

JANET Scheirsword, relict of Robert Broune, pursues the said Robert his heir, for the duty of the land of Knockmarloch, as pertaining to her by virtue of her contract of marriage; whereby her spouse was obliged to provide her in liferent, to all lands, tacks, and possessions that should happen to be acquired by him during the marriage, whereof the said lands were a part. It was answered by the heir, That umquhile Robert Broune acquired only the superiority of the said lands, in so far as, before he bought the same, they were wadset to another person, and were not redeemed while after the father's decease, by the proper monies of the heir, and so the property was not conqueshed nor acquired by the father, but the naked superiority. The Lords find the relict can have no right by virtue of her contract, but to the superiority.

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1630. *February* 6. Ross *against* SCOTT.

IN an action of William Douglas's executors, pretending right to the teinds of Horselie, crop 1628, for spuilyiation whereof the Lady Renton pursued her son; the spuilyie of goods decerned against the havers of them in their [possession,] albeit it was not proven that the havers of them took them away.

This was among Highlandmen.

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1630. *February* 8. RONALD MURRAY *against* JOHN SHARP.

RONALD Murray, assignee constituted by Colonel Sinclair, pursues Mr John Sharp, executor to Sir William Sharp, for an annualrent addebted by the said defender to the Colonel's wife, relict of the said deceased Sir William Sharp. It is alleged by a creditor, No process upon the assignment, because it is null, being made by the Colonel, rebel, who remained at the horn unrelaxed. To the which it was replied, That the assignee was content that all the benefit of this action should be employed to the payment of the cedent's creditors. The Lords sustained the process at the assignee's instance, in respect of the declaration.

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1630. *February* 10. ROBERT KERR *against* The LAIRD of LIMPIDLAW.

IN an action of reduction of a comprising, deduced at the instance of the Laird Limpidlaw, against Robert Kerr, there was a reason libelled thereto, that, by a contract betwixt the said Limpidlaw and ————————, it was agreed that none of them should dispone the apparent heirship goods that