

H O M O L O G A T I O N.

S E C T. I.

Deeds directly inferring consent.

1560. July 31. THE LAIRD OF RUTHVEN *against* the LAIRD OF BANFF.

DECRETE arbitral beand gevin betwix twa parties, gif ather of thame takis ane instrument in the handis of an notar, upon the geving and pronuncia-tioun of the samin, he thairby acceptis, affirmis, and homologatis the samin.

Fol. Dic. v. I. p. 377. Balfour, (ARBITRIE.) No 32. p. 416.

No 1.

1566. February 23. MONTGOMERY *against* NINIAN SEMPLE.

ANE decree arbitral beand gevin be jugeis arberis, chosin betwix twa parties, gif, efter the geving thairof, ony of thame has ressavit ony thing contenit thereintill, or done ony deid be virtue thairof, he may not thairefter reclame thairfra ; because, he homologatis and ratifyis the hail decree, be fulfilling of ony part thairof, albeit the samin be never so littill.

Fol. Dic. v. I. p. 377. Balfour, (ARBITRIE.) No 30. p. 416.

No 2.

1663. January. RIRES *against* RIRES.

By contract betwixt Mary Rires and Mr William Rires, the said Mary, for the sum of 1000 merks, dispones to the said Mr William a right of wadset, which she had of the lands of Strathodie from the house of Urie, with this condition, she being then minor, if at her majority she should revoke the contract, in that case Mr William should put her in her own place, she paying to him 1000 merks. Upon this contract, and her revocation at her majority, she and Alexander Hay her husband charge Mr William, whd suspends upon diverse reasons, namely, That albeit the charger did revoke, yet after her majority and re-

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No 3.
Found a sufficient homologation of a sale, made in minority, that the seller, after majority, took payment of a part of the price.