

1610. February 16. CRAIGHALL against KINNINMOUTH.

No 118.

A CONTRACT of tack, bearing, that after the expiry of the years of the tack, it shall be leisoine to the setter to enter to the possession of his land, at his own hand, and by his own authority, without process or order of law, whereupon no danger shall follow of spuilzie or ejection, was found to be a sufficient warrant to the setter to enter to his own land, more nor a year after the expiring of the tack, he having done no deed *medio tempore* that might infer approbation of the tenant's possession after the expiring of the tack.

*Fol. Dic. v. 2. p. 338. Haddington, MS. No 1808.*

1617. November 8. ——— against Laird of MONYMUSK.

No 119.

IN an action of ejection, pursued by ——— tacksman to the of Laird Monymusk, *contra* the Laird, the LORDS found an exception, founded upon an act of Court, where he renounced his voluntary removing, qualified as it was proponed, relevant to elide the ejection.

*Kerse, MS. fol. 191.*

1628. February 6. MARGARET CUNINGHAM against PETER McCULLOCH.

No 120.

IN ejections pursued by the relict of ——— an exception of voluntary removing found relevant to be proved, conform to an instruction of voluntary removing, notwithstanding it was replied upon violence.

And in this same process found no ejection for the half of the room, because it was bruiked by tenants.

*Kerse, MS. fol. 191.*

1661. December 18. DEWAR against the Countess of MURRAY.

No 121.

IN an action of ejection and spuilzie, pursued by James Dewar against the Countess of Murray, for alleged ejecting of him furth of the lands of Barnhill, and spuilzieing of his goods furth thereof, it was *alleged*, That the pursuer being tenant and tacksman to the defender, and resting to her certain considerable duties, he gave bond to her for payment of the said duties betwixt and a term, containing a declaration, That if she should not be paid, it should be lawful for her, at Martinmas after the failzie, to use and dispose upon the room at her pleasure; and *per verba de presenti*, he did renounce the tack in

During the currency of a lease, the tenant became bound to pay his arrears at a term certain, and in case of failure to remove summarily. The master found entitled to eject him *bre. vi manu.*