in many cases the feu-duty is equal to the rent, and in some cases the King was limited not to feu under the just avail, and so were ward superiors, and in the eye of the law the feu-duty is in these cases considered as the rent at that time; and it is no security to a superior whose feu-duty is equal to the rent, and has several years due to him, that by an expensive diligence he may take back the property; and I believe the question was decided in the year 1721 or 1723, betwixt Earl Murray and Michael Fraser, as marked by me on Stair's Institutes.—N. B. We would not advocate the cause, though we altered the Bailies interlocutor, because it was within 200 merks, but remitted with the above instruction.—28th July The Lords Adhered.

No. 3. 1740, Dec. 10. SCOTT of Harden *against* PRINGLE.

THE Lords unanimously found that bygone feu-duties go to the heir of entail succeeding in the superiority and not to the heir of line or other successors; and refused a reclaiming bill against Drummore's interlocutor as to that point without answers.

FIAR.

No. 2. 1735, July 22. AITCHIESON *against* BROWN and MILN.

THE Lords adhered to the interlocutor that Murray's wife had only the liferent and not the fee.

No. 3. 1735, Nov. 20, 25. CUNNINGHAM *against* WALKER.

IN this extraordinary deed disponing lands to husband and wife in conjunct-fee and liferent, and longest liver of them two for their liferent use allenarly, and the heirs and bairns of the marriage in fee, which failing to the husband's heirs and assignees whatsomever, the Lords found the husband fiar, and not the eldest son of the marriage, who was said to have existed before the disposition,—unanimously.

No. 4. 1735, Nov. 25. CHILDREN of FROGG *against* GRANGER.

THE Lords after many times considering this altered the interlocutor, and found Robert Frogg had the fee and not a naked liferent, Royston *renitente*. What determined Newhall was only the former decisions, but I was determined only by a clause that I thought supposed fee and property might descend to some of the substitutes to whom only a liferent was expressly given, which showed the disponers *voluntas*. The President and Drummore insisted that it was impossible a fee could be *in pendenti*, but most of us thought that did not apply to the case.