

No 6. 1729. *January.* LINTON of Pendrich *against* DUNDAS of Manner.

AN infant succeeding to a burdened estate, the friends of the family sold off a part; and the purchaser applying the price for payment of debts, took a right to the same, and led an adjudication, at the same time granting back-bond to restrict the adjudication to the lands purchased by him, and also thirling the said lands to the infant's mill. After majority, the gentleman, whose lands were thus sold, took the benefit of the back-bond, by pursuing for abstracted mortgages, which was found to be a homologation of the sale, after which he was not allowed to quarrel the same. *See APPENDIX.*

Fol. Dic. v. 1. p. 377.

No 7. 1736. *June 17.* THOMAS BROWN *against* SAMUEL MUIR.

IN the reduction, upon the head of death-bed, betwixt these parties, of an obligation to dispone a house,

THE LORDS found the defunct's eldest son, being the writer and witness to the deed, doth import his approbation thereof; and therefore assoilzied the defender.

G. Home, No 24. p. 49.

S E C T. II.

Inchoated acts not perfected.

No 8. 1668. *July 7.* CLEIVLAND *against* LADY CAVERS.

THE Lady Cavers having granted bond to one Cleivland *stante matrimonio* for furnishing to the family, and after her husband's decease, having delivered the money to her son to pay the same, which her son did otherwise employ, the said Cleivland pursuing the Lady upon the bond, and delivery of the sum to her son, as an homologation, after the death of her husband, the Lady was assoilzied, notwithstanding thereof, the bond being *ipso jure* null, and the deli-