*N. 1. ~~A~~ Ware Houses upon Lands apprised or Adjudged want to be repaired, the Apprizer or Adjudger may make an Action before the Lords of Session against the person from whom the Lands were apprised or his Heirs to hear and have found and declared that it is necessary and profitable to repair the Houses on the Ground. In order to the Trial whereof the Lords Grant a commission After Repair whereof the Inlyer one Three Skillfully to Repair and value upon the Footing the Apprizer or Adjudger having made the Reparations found necessary may raise an Action to hear and be Heard that he hath bestowed so much Expence therein, why Expences being found true and necessarily disbursed, the Lords will find that those Expences ought to accrue to the Redemption, and to repaid to him at the Redemption of the Lands. And this order the Lords also taken in the like case, penult November 1628 Livingston contra L. Bass as when A Wadseller of Lands and a Harbour crave the Harbour to be repaired 22 July 1626 Monyer of preston-Grange contra Heirs of the E. Lothian.

*N. 1. A Lands of conquest in a contract of Marriage doth comprehend only Rights and Acquisitions by Industry at the time of the Marriage that the parties May have a Probable view of from their Former way of living and Business and doth not extend to frivolous and casual accession of Means and Estate as Rights falling to them by Gift Legacy or succession as Heir or Executor to some Friend or Relation, unless such be specially expressed l. 7 l. 8. l. 9 ff. pro socio. Christin. decis. vol. 2 Lib. 1. Tit. 14 decis. 58. Fontanella de pactis nuptiis clauf. 11. Gloss. un. N. 7. Stair Inst. Lib. 3. Tit. 5 § 52. As when the clause doth not restrain the common provision of conquest in general, but further adds, what the parties shall succeed to any manner of way during the Marriage. This an obligation upon a Husband to take what Lands or Annualrents he shall acquire during the Marriage, to himself and the Bairns of the Marriage, was found not to extend to Lands fallen to him by Succession, when as Heir of conquest or to a sum given to him by Transaction for his Right to such Lands. 29 January 1678 Stuarts contra Stuart. And a sum to which a Husband succeeded as Executor nominate and universal Legatory, was found not to fall under a clause in his contract of Marriage obliging him to provide to himself and his heirs in tailzie and to the Heirs and Bairns of the Marriage in fee, which failing to his Heirs and Assigns whatsoever all Lands Heritages Tenements annualrents Tacks Goods and Gear and Sums of Money. 17 July 1730 Thomas Mercer Deputy Clerk of the Commissary Court of Edinburgh pro Joan Mercer his daughter and Dativ Abbs her Husband Dict. Infra pag. 819. But the Notion of Conquest was not regarded as an Heir of conquest and extended to A so the Manner of proving what was conquest during a Marriage a Bond of borrowed Money bearing date during the creditors Marriage is sufficient proof that the Money being conquest in the Time of such Marriage, unless it be proved to have belonged to him before the Marriage 15 July 1673 Robson contra Robson. In a suital the Instance for payment of a sum falling under the conquest provided to her in her contract of Marriage, the Lords inclined to sustain this Allegiance for the Defender that Bond for the Money was granted to the Husband before, and consumed after his Marriage, and Ordained to be proved by the Debtor and witnesses in the Bond. The Hon. did not determine this point but before answer ordained the Defender to bring such proof as he thought fit. 18 December 1666 Menzies contra Burnet observed by Durleboun. Again, it was found Relevant to Hinder a Bond bearing for Money borrowed during the creditors Marriage, to fall under a provision of the conquest of such Marriage made by him, that the Bond was granted to him by Transaction as the price or composition for his Right of Succession to a Friend's estate, and the Allegation found probable by the oaths of witnesses and communers in the Agreement 29 January 1678 Stuarts contra Stuart.