

Houfton Stair *q̄*id.
 Albeit the Representatives of Rentallors may, after expiring of the Rental, be turned out of Possession; yet they are frequently continued or granted and pay grassums for renewing of the Rentals. In some Baronies Rentals are renewed both at the Death of the Heritor, and when the Tenant dies; but more usually at the Death of the Tenant only. In either of which Cases, if the Heritor receive a grassum from the Tenant and thereupon acknowledge him by Writ as a kindly Tenant; neither he nor his Heir can remove the Tenant tho' he hath no formal Rental. Nor is there, after receiving a grassum, locus penitentie to the Heritor or his Heir upon restoring them. Especially, if the payer of the Grassum be Successor to an old Tenant who paid a grassum before Craig Feud. Lib. 2. Tit. 10. §. 1. Vers. Si in sp̄edatione. Stair *q̄*id. One possessing by Feud from a Rentallor being summarily removed after his Death between Forms, without a previous Warning: The removing was found unwarrantable, albeit the Rentallor's Heir had after his Predecessor's Death renounced the Possession, and the Feud by an express Clause therein was to be null upon expiring of the Rental 22 July 1715. Carmichael contra Bertram of Nisbet. Because as the Rentallor could not have removed the Feudman without Warning neither could he empower by his Renunciation the Seller of the Rental to do it: And the Rentals do expire upon the Rentallor's Death; yet they are in Use to be renewed or continued with their Successors. The Lord Stair (*q̄*id. 8. 17.) observes, that it had not in his Time come under Debate, whether Donatories of Ward or Nonentry, or Life-renters, may expell Rentallors; and suggests this Reason, why the Title of kindly Tenant should defend the latter in Removings at the Instance of the former (tho' not in Removings at the Heritor's Instance) that all these temporary Possessors have not plenum dominium, but can only use the Fee: the Proprietors do tho' they put in and put out ordinary Tenants Nicolson Pratt. Tit. Removing Lady Sington contra her Tenants

Book 3.

How Real and Heritable Rights are passed from and extinguished.

A Charter or other Disposition of Lands may before Infeftment is taken thereon, be renounced or extinguished by a Writ under the Receiver's Hand, without further Solemnity: As the Possessor of such an incomplete real Right, may be divested thereof and pass it over in Favour of another by a naked Disposition, without Necessity of Infeftment or Putnation. 8 Decemb. 1710 Rule contra Purdie. An Infeftment qualified by a Backbond, that it was granted only till the Purchaser was satisfied of a Sum, may be extinguished summarily without Reduction or Declarator by Payment or Satisfaction, in the same Way as in Apprising: And an Appriser of the Land from the common Author tho' not in feft, having Right to the Ward and Dues may exclude the Infeftment by offering to prove Payment 18 Febr. 1680 Caithness contra Lady Mendergaist &c. A Wife's Accepting of an Infeftment of Land in Satisfaction of her Force, imports a Renunciation of her Force, tho' a Part of the Land accepted prove ineffectual to her 23 June 1671 Lady Callagan contra S. Drumlanrig. A general Renunciation of all Right and Interest to an Estate was found to extend only to all Right the Renouncer had at the Time, and not to any future Right to which the Renouncer might succeed 27 July 1675 Bailie contra Bailie.

A Minute of Sale of Lands was not found passed from by a Letter from the Purchaser to the Seller bearing, that a certain third Party if ambitious of the Bargain should be welcome to it for some Consideration; so as to put the Seller in tuto to bargain for these Lands with that third Party 18 January 1706 Dutcheff of Hamilton contra Amstruther. Nor was the Purchaser found obliged to let the third Party have the Bargain, in whose Favour the Letter imported no Concession or Ground of Claim 13 Febr. 1706 D. Hamilton contra Campbell. But was only verba officiosa a fair Compliment, signifying a Velleity to treat with such a Person; And obliged the Writer to Nothing, for less to dispone an heretable Right without any previous Agreement; and to let one have the Bargain who stood not bound to him to accept thereof.