

1630. July 2.

L. ROWALLAN *against* BOYD.

In a removing, an exception upon a rental, wherein both setter and receiver were dead, bearing a clause, "That the pursuer should receive the rentaller's bairns after him, kindly tenants, upon such conditions as they should agree upon;" this was found sufficient to defend the eldest son of the rentaller, he paying such a quantity of grassum, and such yearly duty, as others of the pursuer's kindly tenants do for the like lands, and which should last to him for as many years as are granted in the rights made to others of the like lands, and upon the like conditions, and admitted to the rentaller's probation, to prove what others paid for the like lands.

Alt. *Boyd.*Clerk, *Gibson.**Fol. Dic. v. 2 p. 420. Durie, p. 523.*

Auchinleck reports this case:

A rental being granted by the umquhile Laird of Rowallan to Boyd of _____ of the lands of Craighouse, wherein was contained a clause, that the said Rowallan obliged him and his heirs to rental the heirs of the said Boyd as kindly tenants to him in the said room, as he and they would agree; after the decease of the said Boyd, Rowallan, heir to him who set the foresaid rental, pursues the relict and her son for removing. They allege, that by the said condition contained in the foresaid rental, the defunct's heir ought to have his life-rent of the said room, for payment of such entries and duty *pro rata* as the rest of the Barony had paid to their master; which the Lords found relevant, and referred to Rowallan to prove what entries and duties he had got from others of the Barony for the like room.

Auchinleck MS. p. 203.

1631. July 26.

STEWART *against* VISCOUNT of AVR.

A tack set from five years to five years *et sic in infinitum*, is null at the instance of a singular successor, but cannot be quarrelled by the setter or his heirs.

Auchinleck MS. p. 234.

1632. March 13.

AHANNAY of Kirkdale *against* AITON.

In an action for payment of duties of lands, the defender defending himself with a rental set by the Town of Wigton, to his father and his heirs heritably, *ad perpetuam remanentiam*, (for this was the tenor of the rental) and that he was heir to

No. 50.

Found in conformity to Corsehill against Wilson, No. 43. p. 15188.

No. 51.

No. 52.

Found that a rental given to a man and his heirs,