assigned by the Discharger, tho not intimated before the Discharge; unless it were proved that the Sum assigned was paid to the Cedent 3 Feb. 1671 Blair contra Blair. But Warrandice in an Assignation to a Bond is inur by the Creditor's granting a general Discharge to the Debtor bearing Receipt and Payment of all Bonds Tickets &c. a Year after Delivery of the Assi before it was intimated 29 Novemb. 1713 Alexander contra Agnew. Absolute Warrandice in Assignations to personal Bonds imports only Subsese, and not debitorum Incompletum esse: Yet Warrandice of an Ann or other Right upon or out of Land was found to be absolute; and that is good and effectual 9 January 1674 Baird contra Reid observed by Absolute Warrandice in general Terms being calculated only against Legal Evition of the Property, doth not extend to every Burden that Let it, as to a Service of Disturbage Suit, Hair or Divot on Land &c. Blair Lib. 2. Tit. 3. § 46. Or to a Thirlage thereof to the Mill of the Because that is an ordinary Burden upon the Lands of a Barony unless the Buyer is presumed to know it. June 24 1672 Sandylands contra E. Kaccingh But I don't find it yet determined, that a general Clause of absolute Warrandice obligeth to secure either against the Service of Thirlage or against all ces. It may indeed be pleaded, that where a Thing is sold tanquam optimum maximum, it should be free of all Burden L. 90. C. 169. ff de verb. signif. gain a general Clause of absolute Warrandice extends not to a Servitude Jusch 11 Feb. 1692. Fotheringham of Powrie contra L. Gray. [illegible] particulars be [illegible] [illegible]

Personal Warrandice is either expressed or implied. Whatever Warrandice is expressed, that must be observed L. 11. § 1. ff de act. empt. If the particular Burdens or Services be expressed in the Warrandice, Recourse thereon for such is certainly competent even where they happen after the Disposition thro the Warranters Fault. Absolute Warrandice in a Charter granted by the Superior burdening himself will extend to all subsequent Distresses thro his Fault, as Recognition Liferent Escheat or Forfeitury; but not to the Forfeiture Recognitions other Fault of his Superior, nor to the Ward or avail of his own Marriage falling thereafter, unless expressed, no provident Man being otherwise presumed to guard against these. Nor if the Warrandice be in a Disposition granted by a Vassal, will subsequent Distresses by the Forfeiture Recognition Nonentry or Escheat of the Superior affect the Disponer; but only the Acquirer, unless the Clause bear such Distresses present and to come. A general Clause of all Dangers Perils and Inconveniencies subjoined to several Particulars, is not to be streached to others of greater Importance than any of them Stair Ibid. There is little Advantage by special Clauses of Warrandice, unless thereby future Deeds inferring Eviction or which would not infer it ex natura rei be expressed: For the general Clause reacheth all

Evictions

Evictions arising from anterior Causes. Nay the Effect is the same in a Right for onerous Cause, viz. Sums of Money or equivalent Value tho no Clause of Warrandice be expressed. Nor is Personal Warrandice is implied or understood, according as the Deed is onerous or gratuitous. An adequate onerous Cause infers absolute Warrandice. Tho no Warrandice be express'd Craig Feud. Lib. 2. Tit. 4. § 16. 2. Stair Inst. Vers. Warrandice [illegible] mon Obligement. But by the English [illegible] a Person disponing even for onerous Causes is not liable to warrant, unless he be expressly bound to it, for otherwise the Acquirer is presumed to take the Hazzard.

In gratuitous Rights as pure Gifts (Hope Warrandice Veitch contra Failing) or a Legacy rei alienæ gratiâ legatæ 16 June 1669 [illegible] of Ruthven contra [illegible] Disposition of all Right the Disponer can have for his Simple Warrandice from future or interior Deeds is sufficient to free from future necessary Deeds and all prestable by an onerous Right Stair Ibid. Vers. seq. the Reason is because parties in gratuitous Deeds are fraudulent. Act 15. Dec. 1. § 3. Act 140. Dec. 12. § 6. But one who dispones for mere Kindness or Love and [illegible] is not answerable for his posterior necessary Deeds in prejudice of his anterior Obligations, because he is presumed to dispone only such Right as he hath lab[illegible] is. Under gratuitous Deeds for which simple Warrandice is inferred Law comprehends Rights granted from the mere Favour or Kindness or Gratitude or former Merit or Service done or to be done, or even as minus Tocher Tilly to be paid if there was no anterior Constitution of Money or Value given Stair Ibid. Because Merit or Gratitude do work no civil Obligation; and a Vassal becomes free of subsequent Performances or Duties in case of Eviction. Sir Robert Spotswood (Pratt. Tit. Warrandice) says, that any Thing disponed by a Man to his Son or grandchild pro filiali amore, doth not import Warrandice.

Real Warrandice, is when Infestment in one Tenement is given in Security of another. But the Warrandice in Dispositions and Resignations is unquestionably personal and comes not within the real Right, nor obligeth a singular Successor for the Author. Nor is such a Right of Warrandice carried in a Disposition to a singular Successor unless it be assigned specially or generally in the Assignation to the Rights and Evidence Stair Ibid. § 46. pr.

All which Agreements concerning Warrandice have their Justice, in that Rights are acquired at a cheaper or dearer Rate according to the Nature of the Warrandice, or upon other Views; and that the Acquirer purchases in Effect only what is sold, and such as the Seller is willing to warrant it. The Exception of a Right in the Warrandice of a Disposition