

special Jsh; otherwise they are null 17 July 1600 Oswald contra Rob. Blair Lib. 2. Tit. 9. §. 27. That is, they will not produce Action against the Lessor to give Possession to the Tenant: But if the Tenant attain Possession, such a Feoff is effectual to him for a Year, & Feoff during the Lessor's Pleasure lasts no longer than his Lifetime: Quia voluntas morte extinguitur Spotswode Cratt. Tit. Feoffs. But may be revoked sooner, if the Lessor think fit. Feoffs set to a determined Time, and that being elapsed during the not Payment of a Sum, or not Performance of a Deed, are effectual only during the definite Time expressed against Singular Successors. 8 July 1672 Montgomerie contra Parishioners of Kirkcubright 27 June 1674 Deacock contra Laidor, Buchlachs in Wadset, without any other condition Jsh, than during the not Redemption, are good Inrolt, Double Tit. Buchlachs. Because they are only a Restriction of the Wadsetter's Possession, and he who succeeds to the Right of the Wadset can give it only with the Burden of the Buchlachs, which is a correlative Right con-  
 = tained in the same Jsh, as the Right of the Wadset being set to a determined Time cannot be set for more Time and Labour L. 2. §. 1. 4. to be continued and conditio uno numero - it null because such is understood gratuitous L. 1. §. 2. f. de acquir. rei smitt. pp. A Feoff wanting a Feoff Duty is ineffectual against singular Successors Craig Feoff. Lib. 2. Tit. 10. §. 1. Blair Lib. 2. Tit. 9. §. 29. 20 June 1629 Keith contra Episcopus. But one containing a Discharge of the Feoff Duty is good, and they can quarrel only the Discharge as prejudicial to them, the good against the grantor and his Heirs 31 January 1627 Ross contra Blair. Yet Craig Feoff. §. 1. Ver. Quod si reddatitio says that in mercat. pro qua fundus a prebato etiam cum consensu majoris partis capituli appertinet assignata decem colonis sit. reddatitio non valet. A Feoff set by a Prebate for a Duty is null if the same be assigned to the Feoffman. A Feoff set for Payment of Annualrent of a Sum owing by the Lessor to the Tenant, or an equivalent Sum, to be retained by him, should not stand against a singular Successor, who would thereby want a Duty for the Feoff 15 June 1664 Thomson contra Reid. Besides such a Feoff being in Effect a Wadset Feoff, if sustained against Purchasers Landrights would be very uncertain. Seeing Feoffs need not to be registered Blair Feoff. §. 28. But a Superficial Feoff Duty secures the Annualrent to be retained, supports such a Feoff against the singular Successor Blair Feoff. §. 10. Decemb. 1677. Whiphant contra Currie. In which case the Feoffs should mention also the Sums whereof the Rent is Retention is allowed to the Tenant: Since if it bear only in general, that he should retain his Feoff Duty, till he were paid of such Sums as were due to him or he stood engaged for, no singular Successor could know by Production of the Feoff, whether any Overplus remained in Place of a Feoff Duty. M'kenzie Observ. on Act 17. Pars 6. §. 2. A Clause in a Feoff of

a ruinous Tenement that the Tenant should repair it and get Allowance out of the Feoff Duty for his Expenses; and that, if those exceeded the Feoff Duty the Lessor should pay him the Overplus: Was found personal only against the Lessor, and the Buyer intitled notwithstanding thereof to the Feoff Duty from his Entry 8 Feb. 1600 Rae contra Finlayson, Feoffs were found to be frequently granted for personal Services, as for riding with their Masters &c. In which case if the Person succeeding to the Right of such a Feoff, could not perform the Service he or she should be obliged to furnish a competent Man to do it 13 Feb. 1630 L. Rowan contra Reid et Boyd. And a Feoff being set for a certain Feoff Duty with an obligation upon the Tenant to attend his Masters at all times on Foot or Horse either in the King's Service or in the Masters lawful Service or his own private Honour: If a Tenant who had appropiated the Feoff was found liable for the Feoff Duty if performed only from the Time of his Right: Because the Feoff Duty is only personal and not a feud, and necessary as to be done before their Time, but the Appropiator the at a higher Rank than the original Tenant, was found liable to perform the Service mentioned in the Feoff personally upon his own Expenses, and was not obliged to do the same by a Substituted Feoff. 17 Febr. 1630 Reid et Smington contra Spalding et Singl. Ten. Because the Quality of an Appropiator or Assignee cannot abridge the Rank of the Feoff Duty due to him, it must either quit the Feoff, or perform the Service himself where it is found to be any thing the Performance is upon his own Expenses unless it be otherwise specially agreed. But now clauses in a Feoff whereby Services shall be personal Attendance, Hunting, Hunting Watch, and Wardens are contracted to be paid, are void and null J. J. Cap. 54. §. 10. & 50 pp. Annual Services as the winning and leading of Deats, shearing and leading of Lorn, be are not due unless required yearly in due Time. 20 Feb. 1624 L. Carnoustie contra Keith. Sometimes a Feoff is set for a Gratuity, that is a Sum of Money paid for the granting of it over and above the Feoff Duty, which upon that Account is made less and more easie. A Sum of Money paid as an Income for Lands or Tenements let by Lease in England termed a Fine, and was there anciently called Gerbuma. Tenants of Country Lands liable for Silver Rent, and not for inland or rental Rent at Whitsunday do ordinarily pay the one Half of their Rent at Martinmas thereafter, and the other Half at Whitsunday subsequent to that Martinmas: For which Years Rent they reap a Year's Crop both of Grass and Lorn. But sometimes such Tenants entering at Whitsunday pay a whole Year's Rent at Martinmas thereafter whereof the Half for the following Whitsunday is advanced before Hand. A Feoff being set to three Persons successive during all the Days of their Lifetime and to their Heirs, was found null as wanting an Jsh after

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