

Lands let to Tenants Entering at Whit Sunday and paying their Rents at Martinmas thereafter for the whole year, and in case of their removal at the next Whit Sunday obliged to pay no rent then, but allowed after their removal to shear the Corns left by them at that time upon the Ground, being first Wad let by the landlord to one and some years after to another whose Entry was to be at Whit Sunday 1668; The Buyer of the Lands claimed Right to the Rent due at Martinmas 1667 because, tho' it was not payable in the year 1668 it was due for the Crop of that year: seeing the Tenants had they removed at Whit Sunday 1668 would upon the account of their forhand payment at the preceding Martinmas carry off with them free the whole Crop 1668: whereby the purchaser Entering to the Ward possession of the land at Whit Sunday 1668 can have no benefit of the Crop 1668 but only of the Crop 1667. But the Lords found, that the Wad letter had Right to the Rent payable at Martinmas 1667 and that the purchaser was Intitled to no part of it. So that where a Buyer Enters at Whit Sunday, the Seller tho' in the Natural possession and tho' the Buyer has Interest in the Corns then upon the Ground and carries them with him: and if the Purchaser in this case were allowed the year's Rent due at Martinmas 1667 and another year's Rent at Martinmas 1668 he should have two full year's Rent of the lands within half a year of his Entry, and the Wad letter want a year's annual rent of money 22 Feb. 1670 Murray of Auchterline contra Drymond.

A Disposition of a house four or five days before the term of Martinmas not mentioning the time Entry, which did not expressly Dispose the Rent of the house for the current term betwixt Whit Sunday and Martinmas to the purchaser, nor reserve it to the Disposer, was sustained to Exclude the Disposer from claiming that term's rent, and to Entitle the Acquirer to it; tho' he was not Infeft till after Martinmas 17 July 1629 Caldwell contra Strick. For all be it the Disposition before Infeftment did not constitute a Real right, it sufficed to bar the Disposer or his heirs from troubling the Acquirers possession upon it.

A Disposition of the property of Lands Completed by Seisin or In

Infeftment, Carries all right the Disposer or his Authors had to such Lands or Bonds for granting real right to them tho' not expressed in the Disposition; and Includes Virtually an assignation to Maills and Duties Stair bb. 3 Tit. 2 § 11. And all Inferior Rights of Reversioniferent Service &c. Stair ibid. § 1. A writ bearing the Narrative of a Testament and Leaving such a Man heir and Donator of all the Lands and Estate of the Grantor who was going abroad, and assigning him to the Rights and Evidences thereof with power to Enter by the Superior, and Reserving a faculty to the Grantor in case of his return to alter and annul the same; was found Effectual, tho' not formal, to force his heir to perfect the same, albeit the Grantor was dead, seeing he did not Revoke the Deed 31 January 1714. 1667 Reversion contra Henderson. A Disposition of Lands was found supported by an assignation to Maills and Duties in all time Commen, and the heir of the feoffor obliged to grant to the assignee a complete legal Disposition of these lands with a procuratory assignation and precept of Seisin. Because the assignation there was to be understood cum Effect so as to Deny the Feoffor and Establish a perpetual right to the Maills and Duties in the assignee which other wise could not be done 2 July 1667 St. Clair contra Conyer.

Seisin or Infeftment cannot be supported by Natural or Civil Possession upon a Disposition of Lands or Infeftments of Annualrent 12 July 1628 Bennet contra Gunn 25 Novemb. 1628 Hill contra Wreight 16 Decemb. 1629 Hunter contra his tenants. Which cannot be conveyed without Infeftment.

Where a purchaser of land charged by the seller to pay the price suspended upon this reason, that the seller was obliged by the contract to give him a perfect progress, and that the progress Exhibited to him was defective: the Lords found that tho' much might be said upon the progress Exhibited to defend against any person pretending right to the land, and to found Prescription; never the less the Buyer was not obliged to accept and acquiesce to the same as a sufficient progress. Seeing the Buyer ought to have a right, which prescription at