

## SECT. III.

Ish.—Indefinite Endurance, how limited?

1615. July 15. LO. GAIRLIES *against* STEWART.

In an action pursued by the Lord Gairlies against Alexander Stewart of Lay, for making and subscribing of certain new tacks and assedations, conform to a contract passed betwixt the said Lord Gairlies' goodsir, on the one part, and Anthony Stewart, goodsir to Cluny, on the other part, the Lords found, That the said contract could not be obligatory for perpetual tacks; but, in respect two 19 years were run, and that both the setters and receivers were deceased, that therefore the Lord Gairlies, as heir to his goodsir, could not be obliged to give new tacks.

*Fol. Dic. v. 2. p. 418. Kerse MS. fol. 103.*

No. 42.  
A tack let *in perpetuum* found null, even at the instance of the granter's representative.

1619. December 15. CROSBIE *against* DONALDSON.

The Lords repelled an exception proponed upon a rental made by the minister to the tenants, as kindly tenants; and they found, That there was no custom in the barony, except they proved the customs to be so in the sheriffdom of baronies adjacent.

The like of this touching indefinite rental, and probation of the custom, betwixt Lord Lindsay and Ramsay of Bangour, 1593, and the Lord of Cambusnethen and his Tenants.

*Fol. Dic. v. 2. p. 419. Kerse MS. p. 119.*

No. 43.

1625. July 5. Lord AYTON *against* The TENANTS thereof.

Found, That a rental for the giver and his heirs endures for the life-time of the giver and receiver.

No. 44.

1625. July 7.—*Item*, Repelled an exception proponed upon a rental written in the Laird of Wedderburn's books, which they offered to prove to be the custom of the barony, *contra singularem successorem*, the Lord Ayton. *Holographa tantum probant contra scribentem.*

*Fol. Dic. v. 2. p. 419. Kerse MS. fol. 119.*

\* \* Durie's report of this case, from which the decision will be better perceived, is No. 24. p. 7191. *voce* IRRITANCY.