

No. 90.

From the tenor of the missive, which, from its being executed without the intervention of a man of business, is to be liberally interpreted, it was evidently intended to create a lease for seven years, obligatory on both parties, and that the landlord, when required, should grant a formal deed in terms of it. It is therefore effectual against the charger; Ersk. B. 2. T. 6. § 21.; Garioch against Forbes, No. 24. p. 15177. At any rate, a lease for a term of years may validly be granted, with liberty to renounce it at the end of each year; and the missive here must, in all events, be considered as such.

Answered: When parties enter into missives, obliging themselves to grant a formal lease in terms of them, both parties are bound by them; and, when followed by possession, they are binding on singular successors. But here there was no finished agreement except for one year, at the end of which the tenant might have quitted possession. Upon this finished agreement, he possesses by tacit relocation. He had farther a personal obligation on the landlord, giving an option to obtain a lease for seven years; but as the suspender had not made the requisition before sale, his right to do so is ineffectual against a singular successor; Dalrymple against Hephurn, No. 29. p. 9444. *voce* OBLIGATION.

Upon these grounds the bill of suspension was refused:

Lord Ordinary, *Eskgrove*.

For the Charger, *Ja. Clerk*.

Akt. Williamson.

D. D.

Fac. Colk. No. 126. p. 286.

SECT. V.

Competition betwixt Tacks, and betwixt Tacks and other Rights.

1570. December 14. HOME *against* TENANTS of OLDHAMSTOCKS.

No. 91.

A tack being let after there was a feu of the same land granted to another party, which feu was not known to the tacksman, it was found, That the tack behoved to stand till it should run out, because of the tacksman *bona fides*.

Fol. Dic. v. 2. p. 421. Maitland MS.

* * This case is No. 24. p. 4684. *voce* FORFEITURE.