

he will, no doubt, also insist for a sight of the charter. It was found, notwithstanding, That this general reference was not sufficient against creditors or singular successors.

No 113.

Fol. Dic. v. 2. p. 70.

1737. July 26. CREDITORS OF SMITH *against* HIS BROTHERS and SISTERS.

No 114.

A FATHER having disposed his estate to his eldest son, with the burden of certain sums to his younger children, which did not enter the precept of sasine nor the sasine itself upon the precept, otherwise than by a general reference; the same notwithstanding was found effectual against the son's real creditors seeing the burden was fully engrossed in the disposition, which was the warrant of the sasine; for, though a general reference in an infeftment is not good against a singular successor, yet a charter is a part of the infeftment as much as a sasine; and a disposition, when it is the immediate warrant of the sasine, stands in place of a charter, and is considered as part of the infeftment. See No. 68. p. 10246. See APPENDIX.

Fol. Dic. v. 2. p. 71.

S E C T. IX.

Rental Rights.—Tacks.

1752. February 29.

KER *against* WAUGH.

KER of Moristoun being proprietor of the lands of Lighterwood, to which he derived right by progress from the Lord Borthwick, pursued a removing against James Waugh, from a farm of the said lands possessed by him upon a tack from the late Moristoun in 1721.

The defence was, That the defender's predecessor in 1592, obtained from the Lord Borthwick a rental-right of the husband-land, from which the defender his heir was now sought to be removed, and whereby he was declared to be kindly tenant for ever. That when in 1721 the defender came to take a tack of some lands adjacent thereto, the husband-land contained in the rental-right was *per incuriam* thrown in, but by which he could not be understood to have renounced the rental-right; and though there was some difference of the rent

No 115.
A perpetual rental is not good against a purchaser, more than a perpetual tack.