

LOCUS POENITENTIAE.

S E C T. I.

Where Writ is necessary.

1567. November 10. CHARTERS *against* M'DUFF.

IN an action of removing, moved by William Charters against M'Duff, to flit and remove from a steading that the said pursuer had lately bought in heritage from the heritor thereof, it was excepted by the defender, that he ought not to remove, because the heritor of the said lands had promised to the defender that he should never remove him from the steading during the defender's lifetime; and then the pursuer can have no further right than his author who sold the land to him had, he cannot warn him to remove during his lifetime, at least for the space of an year, because the said promise of a liferent tack may be sufficiently proved by witnesses for the space of an year. THE LORDS repelled the exception, because it was odious to prove an year's tack by witnesses; and therefore, without that he should have alleged that he had promised him an year's tack, they cannot make that the said promise might be comprehended an year's tack, and therefore decerned him to remove.

Fol. Dic. v. I. p. 560. Maitland, MS. p. 211.

1582. May. LORD MONTEITH *against* TENANTS.

THE Earl of Monteith, pupil, and his tutors, obtained a decree against certain tenants, to flit and remove, and desired letters conform to the said decree. Compeared one of the tenants, and *alleged*, That no letters ought to be granted

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No 1.

A paction to continue a tack for a course of years, was found only probable *scrip-20*, except for one year.

No 2.

A verbal promise not to remove a ten-