

- No. 53. in reason, that he intended to secure himself by the clause of absolute warrandice, unless that thirlage had been particularly enumerated amongst the rest of the burdens, seeing hardly in any charter servitudes are set down in the clause of warrandice, and never any action was intended, or decret given upon that ground ; and if it were otherwise sustained, it would open a door to infinite pleas.

Gosford MS. No. 494. p. 259.

- No. 54. 1675. February 9. BURD against REID.

The Lords having formerly found, That the cedents of personal bonds, are liable only to warrant *debitorum esse*, but not *esse locupletum* ; it was pretended, that there being a question concerning warrandice of a right of annual-rent out of land, the same should be warranted no other way. But the Lords found, That the warrandice of lands, or of such real rights, upon or out of land, are absolute, unless they be expressly limited and qualified by their right.

Clerk, *Hamilton.*

Dirleton, No. 248. p. 118.

- No. 55. 1675. July 22. MENZIES against CAMPBELL.

A purchaser insisting for possession of the warrandice lands, the principal lands being partly evicted by a wadset, he was found to have access to the full rents of the warrandice lands, applying the superplus, more than the annual-rent of the wadset sum, for payment of the principal.

Gosford. Stair.

* * This case is No. 51. p. 10652. *voce* POSSESSORY JUDGMENT.

- No. 56. 1676. January 19. MENZIES against MENZIES.

No. 56.
Warrandice
of lands was
found not to
take effect by
a process
against the

Menzies of Castlehill infert his second wife, and the eldest son of the marriage, in the lands of Sokartoun with warrandice. William Menzies of Raw having right to this infertment, pursues this Menzies of Castlehill, as heir to his goodsir upon the warrandice, to pay the value of the lands, and the rents thereof 45 years past, upon this ground, that his goodsir before the contract had given an irredeemable