

maise, the purchaser of the mains, is liable, but no other purchaser. A servitude is a perpetual burden. *Here* there is no servitude, but only a service or personal obligation.

COALSTON. This question may be new, but it depends on principles that are not new. A purchaser can only be bound by real burdens, or by tacks which are equivalent to real burdens. A purchaser cannot be free from known ordinary servitudes: he is not bound to perform personal obligations like this.

JUSTICE-CLERK. There are no *termini habiles* for a servitude *here*. A man having a mill with multures may dispose of the mill to one man, and of the lands to another, and the multure will remain a burden; for a servitude of that nature has a *causa perpetua*. Lady Forbes is liable: she may have recourse against Grant of Rothmaise, the purchaser, but this is nothing to the purchaser of the other lots. Where is this claim of the pursuer to end? If it is good now, it must be good for ever.

On the 16th November 1774, "The Lords sustained the defence."

Act. R. Blair. *Att.* P. Murray. *Reporter,* Justice-Clerk.

Diss. Auchinleck. [Monboddo came over to the interlocutor.]

1774. November 29. ROBERT ARMOUR *against* DOCTOR JOHN GIBSON.

SOCIETY.

Whether a partner in a private company, who has renounced his share from the expiration of a term fixed by the contract when any of the partners had an option so to do, can be subjected for debts contracted under the firm assumed at their commencement, after he had ceased to be a partner?

[*Fac. Coll., VI. 367; Dictionary, 14,575.*]

GARDENSTON. I wish that there was law for such a publication as the petitioner mentions; but I do not see that any such thing is established in the practice of merchants in Scotland: besides, there is no evidence of fraud here. The general rule of law is, that every man contracts on the faith and credit of the person with whom he contracts.

KAIMES. There are means of dissolving as well as forming a company: publication is not required in the one case more than in the other.

PRESIDENT. *Eodem modo solutum quo colligatum* is a rule of law: if there is once a recorded instrument establishing a copartnery, there might be required a publication in order to set it aside. If this private contract was known, the creditor ought to have looked into the books to see whether it was altered; without this, he could not be in safety.

COALSTON. In many cases, a publication might be necessary: but there is no fraud *here*; the defender went out when the affairs of the company were in a flourishing state.

On the 29th November 1774, "The Lords suspended the letters *simpliciter*;" adhering to Lord Kennet's interlocutor.

Act. J. M'Laurin. *Att.* R. M'Queen.