No 86. enter the sasine. The superior afterwards, by a personal deed, discharged the said restriction. The question occurred, If this discharge was good against a singular successor in the superiority? The singular successor *pleaded*, That the woods here were truly reserved, and nothing given to the vassal but the *usus*, and that a discharge could not transfer the superiority, or any of its accessories. The vassal *pleaded*, That he was infeft in the lands and woods, and that the clause was no other than a restriction on his property, calculated that he might not interfere with his superior in the sale of his woods, to lower the price, by overstocking the market, and that restrictions may be discharged by any personal deed. The Lords found the discharge effectual against the singular successor.

*Fol. Dic. v.* 2. *p.* 69.

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1740. *December* 17. Nasmyth *against* Storry.

No 87.

Where a superior had, by a clause in a feu-charter to his vassal, obliged himself, when any casualties should fall by reason of non-entry, liferent escheat, or any other way, to renounce and dispone, and *per verba de præsenti* renounced and disponed the same and all profits thereof in favour of his vassal, his heirs and successors; this clause was found not to be effectual against singular successors; for, as there is no record of charters, singular successors could not otherwise be safe.

As to the effect of this clause between the vassal and the granter and his heirs, see Superior and Vassal.

*Fol. Dic. v.* 4. *p.* 69. *Kilkerran*, (Personal and Real.) *No* 3. *p.* 383.

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1748. *November* 8. Nasmyth *against* Storry.

No 88.

A superior, in granting a feu-charter to his vassal, obliged himself, his heirs and successors whatsoever, to enter and receive the heirs and assignees of the vassal, without any other payment than doubling the feu-duty, and renounced for himself and said heirs all casualties that might happen to fall by non-entry or any other way. Another person having purchased the superiority, it was questioned, whether the above-mentioned clauses were real, and affected a singular successor; and if he could be obliged to engross them in a new charter, to be granted to a successor in the feu? The conveyance to the new superior contained a clause, excepting from the absolute warrandice the feu-rights and charters granted by the disponer and his predecessors, with which rights the conveyance was expressly burdened; but declaring, That this exception should import no ratification of these rights, which the disponee might quarrel and reduce on any competent ground of law. The Lords doubted much on the ge-