

gage tenures, contain both charter and infestment, are exped in the manner followed in the present instance, whether the debtor's right was personal or otherwise.

Replied for Mrs Wight, A creditor, trusting to one in the personal right of a feudal estate, is, no doubt, in a worse situation than one whose debtor is infest. But that is an inconveniency to which he has exposed himself, and from which he can no more be relieved, on principles of equity, than a creditor of an apparent heir, who, without the formalities required by law, has attempted to attach an estate not vested in his debtor by service. The certificates produced have been obtained from persons who are ministerially employed in expediting charter of adjudication and resignation, but who have no access to know in what manner parties obtaining these charters have completed their rights. Far less can these certificates go the length of establishing, that an infestment, taken in the manner here adopted, would be sustained in a Court of law.

THE LORDS sustained the objection to the infestment, founded on by Marshall and Ruthven.

Reporter, *Lord Alva.* For Mrs Wight, *Ilay Campbell.*
For Marshall and Ruthven, *Rae, Mat. Ross.* Clerk, *Orme.*

Fol. Dic. v. 3. p. 318. Fac. Coll. No 41. p. 67.

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1796. February 26. LINDSAY-CARNEGIE against ROBERTSON-SCOTT.

AN infestment, taken upon an exhausted precept of sasine, is null.

Fac. Coll.

* * See this case, *voce* MEMBER OF PARLIAMENT.

SECT. VII.

Precept and Instrument of Sasine disconform to the Disposition.—
Charter disconform to its Warrant.

1750. June 19. Sir ARCHIBALD GRANT against GRANTS.

ROBERT GRANT of Tilliefour, by three heritable bonds, granted to several of his creditors, annualrents effeiring to their respective sums, commanding his

No 43.
A sasine was sustained, bearing one

No 41.

No 42.