=ces to the other Party Stair Ibid. For where there is a Warrant me=
=diate or immediate of a Seisin given, quod fieri debet facile praesu=
=mitur. Yea a Wife's Liferent Seisin was sustained as adminiculated
by her Contract of Marriage, albeit the Seisin proceeded on a Bond
for the same Cause 20 Decemb. 1664 Norvel contra Sunter where No=
=thing of long Possession was alledged Stair Ibid. Seisin proprijs manibus is
sufficiently instructed and adminicled either by a separate Obligation to grant
the Infeftment or by the Granter's signing the Notary's Instrument before
Witnesses. ~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~ Seisin proprijs manibus by a Father to his
Son reserving the Father's Liferent, was found valid against a second Wife
Infeftment in the same Lands granted for a competent Tocher. Albeit the
Seisin granted to the Son had no other Warrant or Adminicle to support it
than a Bond of the same Date granted by the Father to the Son bearing
that he had given such Seisin and obliging him to warrant it, which
was sufficient as if he had subscribed the Seisin 11 Feb. 1669 Buchan contra
Taits.

Farther a naked Seisin is sufficient in several Cases. For Seisin by a
Superior to his Vassal, or by a Husband to his Wife for a suitable Provision
its sustained without any Warrant under the Granter's Hand in a Com=
=petition with his Representatives. Thus a Seisin proprijs manibus in an
Instrument bearing the Tenor of a Resignation, and that the Super=
having accepted the same, did immediatly give Seisin proprijs mani=
=bus; was sustained without any Warrant subscribed by the Superior in
Writ, but only the Disposition of the Vassal containing the Procura=
tory of Resignation, there being no more solemn Right by the Su=
=perior in Competition 17 January 1672 Young contra Thomson.
Seisins given by Husbands to their Wives in Contemplation of Ma=
riage for suitable Provisions either before or after the Marriage
have been sustained, without any other Adminicle than the Marria=
=ge. Stair Lib. 2. Tit. 3. §. 19. So Seisin given by a Man proprijs ma=
=nibus to his Wife who had no Contract of Marriage or other Provi=
=sion, was sustained against his Heir without any Warrant in Writ, in
Respect of the Marriage and marital Duty to provide his Wife 19 June
1668 Relict of Galrigs contra Wallace. Again, a Seisin proprijs ma=
=nibus by a Husband to his Wife intuitu Matrimonij, not bearing pro=
=prijs manibus, was, by the ~~Husband's~~ Marriage and Possession after
the Husband's Death, sustained against an Appriser from his Heir

22

22 Novemb. 1628 Clapperton contra Hume, Hope Tit. Seisin
Murrow of Philiphaugh contra Schaw. Gray contra Finlason. A
naked Seisin is a sufficient Title against Tenants at the Instance
of their Master known to possess Stair Ibid. Such Seisins wanting
Adminicles in Writ are easily improved, if not asserted by the instru=
mentary Witnesses 9 January 1669 Wallace contra Mckernel. But the
Warrant whether mediate or immediate of a Seisin given with the
Notary's Protocal if dead, or his Oath if alive, would more strongly approve
the Seisin, especially if some Years Possession hath followed upon it than
a general Denial of the instrumentary Witnesses could improve it
Stair Ibid. Because facile presumitur quod fieri debet. And such a
general Denial by the instrumentary Witnesses imports only that
they did not remember any such Thing, which might happen thro
Frailty of Memory.

An Extract of a Seisin (as well as of Horning and Inhibition)
out of the Register proved in all Cases except in Improbation Act 16.
Par. 22. §. 6. The Reason why it makes no Faith of offered to be im=
=proved, is because the Register of Seisins is purely calculated for
Publication, and the Principals are given back marked as registred.

The Fee being thus stated by the Superior in the Person of his
Vassal, by Charter and Seisin it falls next to be considered, what the
Vassal gets thereby and what remains with and belongs to the Supe=
rior which is called the Superiority and Casualties thereof. Only I
shall previously take notice here of one Right common to the Superior
and Vassal, and it is this. Possession by Infeftment either in Property
or Superiority or Liferent of a 40 Shilling Land of old Extent, distinct
from the Feu Dutys if it be held Feu or Lands liable to Cess or publick
Burdens in Proportion to 400 Pound of valued Rent (where the Extent
appears not) holden Feu Ward or Blench of the Sovereign as such or
as Prince of Scotland; doth qualifie one to elect or to be elected a Com=
=missioner for a Shire or Stewartry to the Parliament or a Convention
of Estates Act 21. Par. 3. Ch. 2.

Chap. 3.

The Rights established in the Vassal's ~~Charter~~ Person by Charter and Seisin.

Regularly, the Vassal hath Right to Nothing except what is at least
virtually, included in the Dispositive Clause of the Charter. For under
standing