of the Superior by Resignation or Confirmation stand valid against him during the Ward. But Infestments Held of the Vassal have no such Effect against the King as Superior, tho confirmed: Because Confirmations by the King pass of Course Hope Ibid. §. 118 Stair Ibid. Tit. 4. §. 36. pr. Yet a Subject Superior's Confirmation of a Feu Infestment granted by the Vassal to be Held of himself, doth secure the Subvassal against the Vassal's Ward: Seeing Law (Act 12. Par. 18. J. 6) doth annull only Feus granted by Vassals holding Ward of Subjects without their Consent Stair Ibid. Thus a Feu granted by a Vassal to a Subvassal, tho made under Reversion with Consent of the Superior, was found not affected with the Vassal's Ward and Marriage in so far as concerned the Subvassal's Interest, but only in so far as the Vassal's Interest did reach viz. the Feu Duty and Reversion 5 July 1672 E. Eglisharn contra L. Greenock. Lands do fall in Ward to the Superior by the Death of a proper Wadsetter infeft therein.

Lands fall in Ward by the Death of an Apprizer or Adjudger infeft and in Possession tho the Legal be current, and not by the Debtor against whom Diligence was used, nor by the Death of an Adjudger infeft not also in Possession vid. Supra Pag. 614. The Ward of an Apprizer or an Adjudger's Heir fallen within the Legal, would expire and determine upon the Redemption of the Apprizing, and the Debtor would in that Case be liable to relieve him of the Damage he sustained by the Ward: Seeing the Debtor did occasion it by obliging the Creditor to apprize or adjudge for his Payment and not redeeming such Adjudication Drlet. Doubts &c. Tit. Comprising Stewart Answers Ibid. So the Ward of a proper Wadsetter's Heir fallen by the Death of his Predecessor who was infeft, doth cease after Redemption, ~~the paying the~~ by the Granter of the Wadset his paying the Sum in the Reversion, and the Granter returns to be Vassal: Because the Wadset was jus resolubile, and ordained to be so by the Superior. But the Granter of the Wadset who redeems would not be liable to the Wadsetter to refound any Damage sustained by the Casualty of Ward: Because in a proper Wadset all is voluntary, the Wadsetter chuses to give his Mony for such a Security, and being supposed to know the Nature of the Holding, doth take his Hazard of the Casualties or Burdens as he doth of the Fruits Stewart Ibid. Whereas it is otherwise in an Apprizing or Adjudication, where all is involuntary, and the Creditor necessitated to apprize or adjudge for Security of his Mony. Quæritur if an Apprizing or Adjudication of Ward Lands, whereupon Infestment followed before the Death of the Debtor apprized or adjudged from should be thereafter redeemed by the Debtor's general Heir who is Minor, or be extinct and satisfied by Intromission during the Heir's Minority, whither the Superior will have the Ward? Sir John Nisbet Doubts &c. Tit. Ward thinks that in neither of these Cases there will be a Ward. Because in the first

first Case the general Heir redeeming doth not succeed to the Lands as Heir to his Father who being so secluded by Infestment upon the Apprizing, died not Vassal; but redeemed in Virtue of his Right to the Reversion as general Heir; and in the other Case, the Apprising not being ~~extinguished~~ ab initio but ex post facto when there could be no Heir in those Lands to the Debtor as Vassal who lost that Character in his Lifetime. But Sir James Stewart (Answers Ibid.) holds more agreeably to Law, that in both the Cases aforesaid the casualty of Ward of the Debtor's Heir would take Effect. For the Apprising whither redeemed by the Heir or satisfied by Intromission within the Legal, is extinguished as if it had never been, and the Debtor Held to have died Vassal retro. Nor would the general Heir get Right to the Lands, unless he be entered by the Superior, who no Doubt will see to his own Casualty. And if the Apprizer should comply made over the Apprising to the apparent Heir, and the Superior receive him, then upon expiring of the Apprising, he becomes a new Vassal. But if the Apprising be either paid or satisfied quoins modo within the Legal, it is understood to be extinct ab initio, so as the Superior may claim his Casualty by Death of the Debtor. Accordingly Wins excluded by an Apprising perfected by Infestment, was found to take Effect so soon as the Apprising was satisfied by Intromission within the Legal, 20 July 1675 Limsay of Mont contra Harwel of Kirkonnel.

Law obligeth the Superior or his Donatary to aliment the Heir according to his Estate and Quality; if he hath no other Feu or Blench Lands to live on or not so much of either as may entertain him, or if he hath no Access to these by Reason of the Diligence of Creditors Act 25. Parl. 3. J. 4. and Supra Pag. So that if the Heir have only Ward Lands of so small Value that the Fruits cannot exceed his Aliment, the Superior hath no Advantage by the Ward. Aliment was found due to the Heir according to his Estate and Quality by an Assignay to a Gift of his Ward from the Time he had Right to the Rents by the Assignation, whither he intromitted or not, unless he had been legally debarred 19 Feb. 1679 Sibbald contra Falconer. Such Aliment is modified to the Heir by the Court of Session in an Action of Aliment at his Instance against the Superior. The Heir is not bound for receiving Aliment to stay in the Superior's House. Nor was he, where the Gift of Ward was assigned, obliged to go to the Assignay's House to be entertained 19 Feb. 1679. Sibbald contra Falconer. But no Aliment is due to the Heir of a tenant Ward Vassal Stair Lib. 2. Tit. 4. §. 50. Because he enjoys the Profits of the Fee exceeding the taxt Ward Duty. Nor is the Superior liable to aliment any Ward Vassal's Heir, if he hath Blench or Feu Lands sufficient to sustain him; and when these are not sufficient, what is wanting