Right to by Progress, with Warrandice from his own Fact and Deed; and the Assigny's Right having fallen upon the Cedent's Right's being annull'd in a Process he was called to defend: The Warrandice was found not to be contraven'd, nor the Cedent liable to restore the Mony paid to him for that Assignation 19 Decemb. 1678 Dick contra Blairs 11 June 1714 Ross contra Ingles. Because the Right was assigned talis qualis, and was intirely a Bargain of Hazard. [illegible] who for some Time enjoy'd an Estate by Virtue of his Wife's Jointure Right, which did not equal the Rent, having thereafter acquired Right to an Apparent Heir of that Estate, which he at Length disponed to his Stepson with Warrandice from Fact and Deed: The Warrandice was found incurred by his Superintromission with the Rents of the Estate above his Wife's Jointure preceeding the Conveyance 11 June 1706 Brown contra Maxwel. Warrandice from Fact and Deed found incurred by the Warranter's Collusion with the Pursuer of Eviction, by suppressing his own Right for a valuable Consideration, whereby the Right warranted fell in Consequence 18 Feb. 1679 L. Wedderburn contra Sinclar. 3° Absolute Warrandice, is Warrandice at all Hands and against all Mortals or against all deadly as Law will. Which is sometimes expressed in these general Terms, and sometimes by a particular Enumeration, as against Ward, Relief, Nonentry, Liferent Escheat, Purpresture, Disclamation &c. with this general, and all other Dangers Perils and Inconveniencys whatsoever. Which Warrandice is much stronger than Warrandice from Fact and Deed, and reacheth not only to Facts of Commission but also to the Ommission of Duty. Stair Lib. 2. Tit. 3. § 46. It hath been doubted if absolute Warrandice is incurred, when the Right warranted is taken away or burdened by a subsequent Law? The common Opinion in Craig's Time (Feud. Lib. 2. Tit. 4. § 5.) was for the Warrandice's being incurr'd in such a Case. But now it is clear'd by established Custom Abroad and at Home, that absolut Warrandice is never extended to future statutory Laws, but incurr'd only by Eviction for a Cause anterior to it. Seeing the Purchaser must take his Hazard of any Loss by subsequent Laws, as the Advantages would accrue to him 12 July 1667 Watson contra Law. Carpzov. Jurisprud. Forens. Part. 2. Const. 34. Def. 19. Stair Lib. 2. Tit. 3. § 46. Vers. As to Distress by subsequent Laws. Mc Kenzie Observ. on Act 29. Pars 11. J. 6. Yea a Seller is not liable to answer or give Satisfaction to the Buyer upon the Account of usual Burdens inherent to the Subject sold, but only to account for such as could not have been forseen by him Carpzov. Ibid. Def. 20. One who disponed Church Lands with absolute Warrandice, was not found liable to make up the Designation of a Minister's Glebe taken off these Lands after the Disposition, tho by a Law anterior thereto, unless it had been specially expressed in the Warrandice 1 July 1676 L. Auchintoul contra Innes. Because the Purchaser of Church Lands might know that Glebes are to be designed out of them. And absolute Warrandice of a Lady's Liferent of Tithes (which is

is most favourable) doth not extend to a subsequent Augmentation of Stipend to the Minister imposed on these Tithes 27 March 1634 Lady Dumfermling contra E. Dumfermling. But Warrandice to make a Liferent worth so much yearly, was sustained to oblige the Warranter for what was after modified out of it to the Minister 28 July 1635 Lady [illegible] contra Lord Cardross. In Respect of the special [illegible] to [illegible] the [illegible]. And absolute Warrandice of Church Lands [illegible] against all Perils and Inconveniencys whatsoever was found to extend to Eviction by a Designation of these Lands for a Minister's Glebe according to the Law standing at the Time of the Designation, whereby such Lands were of their own Nature liable to be designed 20 Feb. 1623 Bower of Kinnettles contra [illegible] of [illegible]. Warrandice of Tithes from all Augmentation to the Minister [illegible] coming, was found to extend to the Relief of an Augmentation [illegible] Cause; Because King Charles the first's Decreet Arbitral [illegible] on the Quota of Stipends, on which that Law was founded, was anterior, and so the Quota of Stipends was not casus incogitatus 13 February 1679 Watson contra L. Balmerino. Seeing regulariter nothing can infer Eviction or Recourse, but what has a Cause anterior to the Warrandice, the declaring the Popish Clergy when put from their Benefices at the Reformation liable only to warrant from their own Fact and Deed former Rights of their Temporalities annexed to the Crown by the general Annexation 1587 (Acts 29 & 110. Parl. 11. Ja. 6.) was done in majorem cautelam. Absolute Warrandice in Assignations to personal Bonds imports only that the Debt is truly due and safe against all Exceptions of Law; but not that the Debtor is solvent L. 4. L. 5. ff. de haered. & act. vend. 16 June 1669 Hay contra Nicolson 29 Novemb. 1671 Barcly [illegible] Pearson contra Lidd. Unless it be otherwise partioned or that an Assignation were granted in Corroboration of former Rights. For it is only a Right which the Cedent sells and transfers, and it were of dangerous Consequence to Commerce, to oblige Cedents to instruct the Sufficiency of Debtors. Therefore an Assigny is understood to take his Hazard of that which is [illegible], wherein he might be mistaken, tho he had the Mony in his Hand to [illegible] out; and only to secure himself against Eviction, which is juris. Nor was absolute Warrandice in an Assignation, that the Debt should be good valid and sufficient, extended to the Solvency of the Debtor, but only found to import that the Debt could not be excluded by any legal Exception arising from the Cedent's Deed or otherwise 12 December 1671 Barclay contra Liddel. If the Warrandice be in these Terms that the Debtor is also sufficient; the granter of the Warrandice is obliged for the Debtor's Sufficiency at the Time of the granting the Warrandice, but cannot be charged with his after Insolvency Stewart Answers to Dirlet Doubts Tit. Warrandice. A general Discharge doth not extend to the Sum

assigned