or Claims that he might otherwise have to the Fee. It hath the Effect of an original Right as to what is therein expressed, against the King as well as against Subject Superiors. So a Novodamus in the King's Charter to a Bishop upon his own Resignation, disponing a Laick Patronage cum omni jure, was found to carry Right to that Patronage without necessity upon the Bishop to instruct an anterior Title. [illegible] 29 Feb. 1680 Scot contra Archbishop of Glasgow. A Novodamus is extended to the utmost against Superiors who are Subjects: But against the King it serves only to secure the Property from being evicted by Nullities, Forfeitures, Recognitions, Purprestures, Reclamations; and doth not exclude any Casualty [illegible] only the Property as Ward, Marriage, Nonentry and Liferent Escheat, [illegible] particularly mentioned, for these Casualties use to pass by distinct Gifts. Thus a Clause de novo damus in a Charter granted by the [illegible] expressing Ward and Relief, and all other Right [illegible] Majesty had [illegible] in the Lands disponed, was found not a [illegible] the Casualty of Marriage, that being a Casualty different from the Ward, that uses to pass by a separate Gift. 17 July 1672 [illegible] Ward and Marriage [illegible] it was [illegible] in a Charter granted by a Subject [illegible] his Majesty, 1st Because [illegible] [illegible] Clauses they insert in their Charters [illegible] [illegible] which are often [illegible] and not adverted to by the [illegible] of the King's [illegible] of [illegible]. But a Charter of Ward-Lands from [illegible] a Novodamus and a [illegible] [illegible] [illegible] quam [illegible] was found to import a Discharge of the [illegible] Ward [illegible] taken [illegible] the Casualty of Marriage was not expressed [illegible] 1718 [illegible] contra Hamilton. [illegible] a Charter [illegible] of Course [illegible] inadvertently, in Respect of the Change of the Holding.

[illegible] Charter was of old very short conceived in Simple [illegible] containing a Disposition of the Fee, and a [illegible] Seal appended without Date or Subscription.

According to Craig (Feud. Lib. 2. Dieg. 3.) we learned from the English with their Language, the more extensive Form of a Charter which is now swelled with new Clauses and consists ordinarily of six Parts. 1° The Narrative, 2° The Dispositive Clause, 3° Tenendas 4° Reddendo 5° Clause of Warrandice 6° Precept of Seisin.

Sect.

Sect. 1.

The Narrative of a Charter

The Narrative of a Charter contains (called in England the Premisses) [illegible] it is granted. [illegible] the Charter [illegible] [illegible] ment of [illegible]

[illegible]

When the [illegible] certain Lands [illegible] done them [illegible] [illegible] in so far as the [illegible] in the whole [illegible] and designed [illegible] than what possessed by [illegible] tive, but [illegible] 1684 [illegible] Clause should fully and specially [illegible] what is disponed: For a Charter [illegible] gives Right to Nothing, but what is at least implied in this Clause, the inserted in other Parts of the Charter. Craig [illegible]

The Parts of Lands disponed are all expressed in Bounding Charters, so called because they mention the Marches of what is disponed and afford Right to all within the Bounds, if the Granter of the Charter had Right, or the Receiver peaceable Possession till Prescription. But otherwise Bounding is prejudicial to none as to the Meiths and Marches, except the Superior who granted the Charter