

tor or Landlord's Rent; and a Disposition of Movables with Burdens and Reservations can transmit no real Burden upon them to singular Successors, which the Nature of Movables (that require to be current in all Kind of bona fide Commerce) admits not. But while Movables are actant in the Hands of the Person to whom they are disposed qualitate, the Conditions are to be observed 17 Decemb. 1675 Creditors of Master-ton contra Creditors of Thirn. But as great effect as Possession hath in Movables, it operates only a presumptive ^{Right} till the contrary appear by another's instructing a positive Title to them, and that despite possession, not by Alienation, but by Loans, Spuilzie, Theft, Impignoration, &c. Which Ways of ceasing to possess may be proved by Witnesses 3 Febr. 1672 Scot of Yarrimberry contra Elliot 27 June 1665 Scot and Scot contra Fletcher. Thus Possession of a Horse by one who bought him was not sustained to hinder rei vindicationem or a Pursuit for Redemtion, at the instance of a Person offering to prove that the Horse was his and had been by him to the Seller 10 Novemb. 1660 Forsyth contra Kelpatrick. It was found relevant to credit their and Executor's goods impignorated by his Relict, that he offered to prove prout de jure, that they were in Possession of the deceased as his own goods at his Death, which took off the Presumption that they passed from him by Sale in Commerce 24 Feb. 1672 Simple contra Yivan. Upon this presumption Right of Possession of Jewels of great Value, was taken off by a strong Presumption, that they could not belong to the Possessor, who had them not as a Merchant or Jeweller, and did not or could not wear them himself as unsuitable to his Quality; but took them at his own Hand out of the Possession of one the Proprietor had impignorated to by Writ, immediately before he went out of the Country 12 Decemb. 1665 Ramsay contra Wilson. However one having poulded Cattle of his Debtor's Ground, was preferred to them in Competition with a third Party, offering to prove that they were his, and only sent a goodling to the Person from whom they were poulded, in Respect they were ever wrought and their Offspring enjoyed by him as his own for the space of two Years. Which Presumption of Property the Lords would not allow to be taken off by a contrary Proof in Prejudice of the Poulder: But reserved Action to the true Owner against the Person from whom his Goods were so poulded 24 Novemb. 1624 Turnbull contra Hor of Lavers 17 June 1625 Brown contra Huddleston. In order to oblige the Possessor of Movables to make Restitution, ^{is not only in his hands} not only instructing that once he had a Title to them, and they were in his Possession, but also that they passed from him otherwise than by Alienation, and could not probably have been since recovered by him and transmitted Stair Lib. 3. Tit. 5. 7. For whatever Right Persons once had to Movables, is presumed to

be alienated to the present Possessor, unless it be proved that the former did otherwise cease to possess, or be cleared by the latter's Oath, that when the Goods in Question were delivered to him he knew them to belong to the other and not to his own Author. In which Case his private Knowledge will annul his Right, tho' acquired for a just Price or an equivalent one - rous Cause. Albeit such private Knowledge would have no Effect against heretable Rights Stair Lib. 2. Tit. 1. §. 42. A Relict's Possession of her Husband's Movables 23 Years, after the same had been confirmed by his Executor's Creditors was sustained as a Presumption that she had Right thereto from the Executor confirmed 15 Feb. 1712 Binge of Drum contra Kay. Because the Executor suffering her to possess after their Confirmation, signed past tanti temporis intervallum, that they conveyed these Movables to her. But 20 Years Possession by a Widow of Movables that were in her Husband's Possession at his Death, was not sustained to infer that she had Right to them: Because these Movables were never confirmed in the Husband's Testament, and they could not pass by impignora after his Death without Confirmation 28 Janu. 1675 Hog contra Hamilton. This in a parallel Case Property was not presumed from nine or ten Years Possession of a Necklace of Pearl after the Death of the Proprietor who till then had possessed it: Because it was not confirmed, and being above the Value of 100 Pounds, could not be conveyed by nuncupative Legacy, or Gift on Death 24 July 1678 Jume contra Livingstone. Mobilium vilior et abcedit ut possessio qui facilius acquiritur et amittitur quam immobili- bus. In ea non credit tanta affectio non est locus in ijs Redhibitioni gentili- tis sine protimesias. Revers. de molendin. Inst. §. n. 58. & seq.

The immobilia coherent territorio, mobilia sequuntur personam, i.e. conditionem personae sive domini, adeo ut quis offibus adherent, Dirlet. Doubts and Questions of the Law Tit. mobilium vilior Poss.

Obligations are 1. *Madecithor* Acts inter vivos, which bind the Grantor and his Heirs; or *modus causa* which oblige only the Grantor's Representatives if not revoked by him. 2. Obligations are either Natural, or Civil. Natural Obligations are those which arise from mere natural Equity. Whereof some produce Action with us, as the Obligation of Parents to alimient their Children, and of Husbando to entertain their Wives &c. Others are without any civil Effect or Coercive, left to the Conscience of the Parties, as the Obligations to Gratitude Charity and Mercy, and not to take Advantage of a Will or Deed wanting some formal Solemnities to the Perfection of it &c. The Reason of this Policy, which denies any external Coercive to such natural Obligations, is, because leaving something merely to the Integrity of People is an Incentive to Virtue, for which there would be little Room if Men