the party injured thereby did not pursuit. Stair lib. 4 Tit. 4
§ 17 n. 2. 2/ The Ordinary cause is presumed from the effect,
one who pays Interest for Money, is presumed to owe the principal
Sums; and he who pays Rent for a house, is presumed to have
it. 3/ All Negative allegations, and Immunity from Service or
den except those introduced by law as the said Hypothecks
are presumed. 4/ Possession is presumed to be lawful. If there
Exhibit be upon the possessor of land and another who pretends
be proprietor thereof, it is a presumption that the said possession
was fairly attained, and the possessor will be Maintained in it,
Unless the other prove that such possession was acquired Clam,
aut precario. Which presumption is instanced for the Common
safety of Mankind, that none may attempt at his own hand
Disturb another's possession without order of law and a Just cause
Instructed. Besides, it is usual and Natural, that no bodys
possession without having a right to do so. And the proprietor
doth not patiently suffer himself to be turned out of possession
3/ Property of Moveables is presumed from the possession
of l. 2 ff. de probat. Which is allowed for the security of Com
merce, the Expedition whereof would be Mightily Hampered
the Necessity of writ or witnesses to bargains therein. 6/
presumption that none Infeft from l. 23 pr. ff. de Probat. 7/
that a debtor doth not Gift, which is Explained Infra pag. 515
1680. 7/ The presumption on which Confirmation against Writs
called for and not produced in a simple Reduction is Bo
lowed, Viz. that the Defender doth not produce them knowing
that the pursuer has a better right, whereupon he would
obtain a Decreet in foro. 8/ Life is presumed 25 June 1622 E.
Shing contra Steven which some Extend to 100 Years according
to Innovat. leg. 8 in the Civil law l. 56 ff. de usufruct. l. 8 ff. de usu
& usufruct. Leg. 8 Claw (Lex Longa Civilis & Tom. 1 part. Lib. 1
tit. 11 pro) to 30 Years by the authority of another text in
the Civil law l. 68 in fine pr. ff. ad Leg. Falcid. Others to eighty
Conform to the Psalmist, Psal. 90. 10. Hence it is, that Leases
cannot be served upon a presumption of the death of their
predecessor, till the presumed time of life be Expired. Nor
can wives marry again sooner in the absence of their Husbands
bands: tho they may proceed to a process of Adherence, which
doth not suppose death but Desertion. But in some Extra
ordinary cases death is presumed. V. G. A soldier's death is
presumed from his not appearing or being heard of for
several Years in time of War, unless the Contrary were proven
25 July 1677 French contra E. Weems. Because in a flag
grant war the death of soldiers cannot be particularly
known. A Man's death was Inferred from his having been
absent

Absent Eleven Years from his wife and three Years since
his writing to her, because Verbatim in periculis, he hav
ving become a Privateer, and it was Reported at Barbadoes
where he had a Considerable Stock and Resided before he went
a privateering that he was dead 7 Decemb. 1678 Sands contra
Tenants. Again, the presumption of life was taken off by the
parties being eighteen Years out of the Country, Commonly
held and Reputed dead, and a letter from his Companion in the
War abroad bearing the Circumstances of his Sickness death
and burial, unless a stronger proof of his being still alive,
than the Marked presumption there, were produced 8 Feb. 1670
Lowry contra Drummond. The Condition of a Legacy in case
the testator (who was a Mariner) happened to die in his Intended
Voyage to the Indies, was found purified presumptive, by affi
davits of two of a Ships Crew taken abroad without Warrand
or Commission from the Lords of Session, bearing that a Cap
tain of that same Name died in their Ships several Years after
in the Indies, the testator having Never Returned: Un less it
were made appear that such another Captain of that Name
died then in that place. But the Legatary was ordained to find
Caution to Restore the Money with Interest, in case the testator
should ever appear 20 Decemb. 1710 Henderson & Innes contra
Morton & Smith. 9/ Probatis Extremis presumuntur Media.
This Brocard is Exemplified in prescriptions, and possessory
Judgements: where it is not Necessary to prove Continual
possession every day Month or Year, but it sufficeth
to Instruct possession at least every other Year, or that it
hath not been Interrupted or Discontinued three Years in
the Long prescription of 40 Years, or one Year in the Short
prescriptions or possessory Judgements Stair lib. 4 Tit. 45
§ 17 n. 22. 10/ The proved tack duty for one Year where there is
fixed or Casual Rent, is presumed to have been paid in subsequent
Years; unless the Intromitter could take off the presumption
by a Contrary proof 2 Feb. 1711 Strachan contra
Town of Aberdeen. Annual rent promised for a time for the
Sum in a bond Containing no Clause of Annualrent, is due
thereafter till the Sum be paid 13 January 1669 Hume
contra Fenton of Minzies. Yea simple use of payment of
Annualrent for some Years of the Sum in such a bond by
the debtor or one having his presumed warrand as his factor
makes Annualrent due all time thereafter till the bond
be satisfied, 14 Novemb. 1671 Hepburn of Beinston contra
Congletoun. 11/ Chirographum penes Debitorem Reputatur pro
mutuo Solutum, l. 15 ff. de solut. The promissory Note or bond
should