

of tenor it is no bill of office, it is a private deed, and
 want objection against it, which witness that they can neither be
 nor write, Spelman's Prob. Fel. proving the tenor of Evidence
 of the tenor of writs may be proved by its minicles in writs, but
 it would be proved by the Grantors, Sir Robert, either by
 the writ copy or by the copy of it. C. G. The tenor of a Disposition
 or Contract may be made up, according to the tenor of a writ
 granted in Execution thereof, tho' it bear not the tenor
 Disposition or Contract, their lib. 4 Fel. 32 5 10. The tenor of
 a Charter granted to one Decayed, may be made up from
 copy of the Charter in favour of, and the writ therein
 of a Provisional Copy of a Charter may be made up from
 a Charter upon Copy, which mentioning the provisions
 therein. But the tenor of a writ was not found substituted by
 of a Charter, and a Disposition relating to the tenor of
 being the writ, the Charter, and the provisions before
 the tenor, not proper to be read in the writ, or in
 a Disposition 12 Dec. 1712. Brod's contra Douglas's.

In all instances of proving the tenor, capis amissionis
 must be used, in the deed by which it was left; as if
 it was ~~in~~ in the deed by which it was left; as if
 none of the writs were saved from such a County, or
 it was given to the Debtor only, to suspect, and then
 to believe it, or that he found it, or made it with
 permission to his way &c. The reason for the necessity
 of proving the tenor of writs left, is that some
 accident they were lost, or because the purpose intended
 to prove a writ to be of another and better tenor than
 truly was, and witnessed by the faith of their Names
 was necessary to prove the Capis amissionis of writs, and
 Prob. Fel. proving the tenor of writs, if there be no minicles
 writ relative to the tenor, these should be some proof of
 the Capis amissionis, at least by the purpose, that
 the Capis amissionis be proved, these is
 necessity of minicles in writs, their lib. 4 Fel. 32 5 17.
 And writs minicles of a Contract of Marriage, that
 husband having borrowed a field of it from his wife,
 violently tearing it being positively offered to be proved,
 tenor thereof was sustained: albeit for proving it no writ
 was produced, save an Unsubscribed scroll of the Contract
 written by the Notary who drew it, which was no admittance
 being many scrolls have been writ upon which no thing
 followed; and albeit the scroll contained an Unsubscrib'd
 copy providing a part of the Promand to be the
 children of a former Marriage, and no question had
 No.

Moved about tearing the Contract during the husband's life
 9 June 1714 Punning's case contra Greenlee's. The reason of
 sustaining it, as proving the tenor of the Contract of Marriage
 without any minicles in writ, was because there, by a pre-
 sumption of law that there are Contracts of Marriage betwixt
 persons of any Consideration, the Marriage was an Admiration;
 and process was sustained after the husband's death, the copy
 thereof being merely writ, and not proved. The tenor of a writ
 might be proved at the burning of the writs, but
 when the tenor was at the burning of the writs, it was proved
 by the writs, and not by a copy, but by a copy of the
 minicles in writ; the Debtor being allowed to prove the
 Debtor on that, that when he granted the writ, he had
 was proved at the burning of the writs, and not by a copy
 one the Debtor was not a writ, but a writ, and not by a copy
 for it 10 July 1736. And there might be a writ, and not by a copy
 the in proving the tenor of a writ, it is not by a copy, but by
 minicles in writ, as if it were a writ, and not by a copy
 Money, these cannot prove it, as if it were a writ, and not by a copy
 will see by writ, but by a writ, and not by a copy
 4 Fel. 1 5 17. And it is proved that no tenor can be proved without
 some minicles in writ, but one is a writ, and not by a copy
 and is not supported, the tenor cannot be proved without the
 minicles in writ 10 June 1667. Panner's contra Hally's
 lib. 5. The tenor of a writ, as if it were a writ, and not by a copy
 than 11 Feb. 1719. Where there are written no minicles,
 and the writ whereof the tenor is to be proved, is not
 be certified in the Grantors' case, the writing of it, as
 a Disposition of land, or a writ, or a writ, or a writ, or a writ,
 upon which upon the writ, it is proved, it is proved, it is proved,
 that the writ is lost, without proving the writ, as if it were
 to be lost a January 1680. Hally's contra Hally's 27 June
 1719. Panner's contra Panner's. Again, in proving the tenor
 of a Disposition, or a writ, or a writ, or a writ, or a writ,
 thereby conveyed, a General capis amissionis is relevant,
 unless the contrary be proved, as if the writ were a writ,
 these writs being made effectual by the writs of the writ,
 minicles, no man can be satisfied with simple hearing
 thereof, their lib. 4. Writs designed to be perpetual, and not
 completed by the writs, as an absolute Disposition of
 land &c. require less evidence of a capis amissionis than
 others, that are calculated to stand only for a time, because
 such Dispositions, tho' they may be altered before the writs
 or positions, were not granted with that view, their lib. 5.