UNION.

1564. *Feb.* 1. The LADY SYMONTOUN *against* The LAIRD of SYMONTOUN.

No. 1.

GIF ony persoun havand divers and sindrie landis unitit and annexit in ane barony, sellis and annailzeis ane part thairof in conjunct-fie or liferent, he dissolvis and brekkis not the union thairby; bot efter the conjunct-fear or liferentar's deceis, the samin landis return to the said baronie.

Balfour, (SASINE) *p.* 177.

HOME *against* TENANTS of AYTON.

No. 2.

Where lands lie run-ridge within burgh, if a party take sasine upon one part thereof, this was found sufficient; and that he could not be compelled to take it at the particular ridges, acres, or sheds thereof.

Fol. Dic. v. 2. *p.* 496.

*** This case is said to be in Haddington MS. Having no date, the Editor has not found it.—See APPENDIX.

1620. *March* 8. A. *against* B.

No. 3.

It was found, That the union of lands in a barony could not be extended to a subaltern sasine granted by a baron, of an annual-rent forth of the barony, but that the sasine taken upon the ground of the lands of the barony should only be extended to the lands whereupon sasine was taken.

Kerse MS. fol. 77.

1623. *January* 16. AITKEN *against* L. GRINISLAW.

No. 4.

In a removing pursued by Mr. Hary Aitken *contra* L. Grinislaw, the Lords found, That no subject under the King might, in his charter of divers lands lying dis-

No. 4. contiguous, disponed to his vassal, unite the lands, and appoint a sasine to be taken at one place for all the lands disponed by him; and therefore would not sustain the sasine taken, conform to that charter, at the place appointed by the charter for the taking of that sasine, seeing they found, that sasine should be taken at the ground of ilk tenement; and consequently found, that the sasine taken, at the place appointed by the charter, for the mill, was not sufficient for the mill, which, being discontiguous, required that sasine should have been specially given thereof, by deliverance of the clap and happer; and therefore found, that the sasine, by virtue of that union made by a subject, was not sufficient, except the same were confirmed by the King, who only might unite lands, and that no subject could do it.

Alt. *Mowat.* Clerk, *Hay.*

Durie, p. 42.

*** This case is reported by Haddington:

Mr. Hary Aitken, Commissary of Orkney, pursued a tenant to remove from a mill. Compeared James Stewart of Grinislaw—Alleged, That the tenant could not remove, because he was his tenant, who was heritably infeft, and in possession of the mill, many years before the warning. It was replied, That his sasine was not of the mill, because it was not taken at the mill, and so could not comprehend the mill. He duplied, That he was infeft by the Earl of Orkney with an union, and having taken sasine at the place appointed by the charter, it was sufficient, and comprehended all the lands and mill. It was answered, That none might make an union but the King; if their own infeftment granted by the King contained not union. Which last answer the Lords found relevant, unless the defender would allege that his author's infeftment contained union, or that his own was confirmed by the King.

Haddington MS. v. 2. *No.* 2721.

1628. *July* 23. LADY EDNEM *against* L. EDNEM.

No. 5. Sasine taken at a different place than that appointed by the charter, will be effectual only for the lands contiguous to the place where taken.

Durie.

*** This case is No. 33. p. 1301. *voce* BASE INFEFTMENT.

*** The like found, 19th March, 1636, Lauriston against Dunipace, No. 24. p. 14330. *voce* SASINE.