of all superior and casual ſervices that are incident thereto ; and ſeiſin of a leſſee for years, is ſufficient for him in reverſion.

*Livery oſ Seisin,* in law, an eſſential ceremony in the conveyance of landed property ; being no other than the pure feodal inveſtiture, or delivery of corpo­ral poſſeſſion of the land or tenement. This was held abſolutely neceſſary to complete the donation ; *Nam feudam sine inνestiitura nullo modo constitui potuit :* and an eſtate was then only perfect when, as Fleta expreſſee it in our law, fi*t juris et seisinae cοnjunctio.* See FeofMENT.

Inveſtitures, in their original rife, were probably in­tended to demonſtrate in conquered countries the actual poſſeſſion of the lord ; and that he did not grant a bare litigious right, which the ſoldier was ill qualified to proſecute, but a peaceable and firm poſſeſſion. And, at a time when writing was ſeldom practiſed, a mere oral gift, at a diſtance from the ſpot that was given, was not likely to be either long or accurately retained in the memory of byſtanders, who were very little intereſted in the grant. Afterwards they were retained as a public and notorious act, that the country might take notice of and teſtify the transfer of the eſtate; and that ſuch as claimed title by other means might know againſt whom to bring their actions.

In all well-governed nations, ſome notoriety of this kind has been ever held requiſite, in order to acquire and aſcertain the property of lands. In the Roman law, *plenum dominium* was not ſaid to ſubſiſt unleſs where a man had both the *right* and the *corporal poſſeſſion;* which poſſeſſion could not be acquired without both an actual intention to poſſeſs, and an actual ſeiſin, or entry into the premiſſes, or part of them in the name of the whole. And even in ecclesiaſtical promotions, where the freehold paſſes to the perſon promoted, corporal poſſeſſion is required at this day to veſt the property completely in the new proprietor ; who, according to the diſtinction of the canoniſts, acquires the *jus ad rem,* or inchoate and imperfect right, by nomination and institution ; but not the *jus in re,* or complete and full right, unleſs by corporal poſſeſſion. Therefore in dig­nities poſſeſſion is given by inſtalment ; in rectories and vicarages by indiction; without which no temporal rights accrue to the miniſter, though every ecclefiaſtical power is veſted in him by inſtitution. So also even in deſcents of lands, by our law, which are caſt on the heir by act of the law itſelf, the heir has not *plenum dominium,* or full and complete ownerſhip, till he has made an actual corporal entry into the lands ; for if he dies before *entry* made, *his* heir ſhall not be entitled to take the poſſeſſion, but the heir of the perſon who was laſt actually ſeiſed. It is not therefore only a mere right to enter, but the actual entry, that makes a man complete owner ; ſo as to tranſmit the inheritance to his own heirs : *non jus, sed seisina, ſacit stipitem.*

Yet the corporal tradition of lands being ſometimes inconvenient, a ſymbolical delivery of poſſeſſion was in many caſes anciently allowed ; by transferring ſomething near at hand, in the preſence of credible witneſſes, which by agreement ſhould ſerve to repreſent the very thing deſigned to be conveyed ; and an occu­pancy of this sign or ſymbol was permitted as equiva­lent to occupancy of the land itſelf. Among the Jews we find the evidence of a purchaſe thus defined in the book of Ruth ; “ Now this was the manner in former time in Iſrael, concerning redeeming and concerning changing, for to confirm all things : a man plucked off his ſhoe, and gave it to his neighbour ; and this was a teſtimony in Iſrael.” Among the ancient Goths and Swedes, contracts for the ſale of lands were made in the preſence of witneſſes, who extended the cloak of the buyer, while the ſeller caſt a clod of the land into it, in order to give poſſeſſion ; and a ſtaff or wand was alſo delivered from the vender to the vendee, which paſſed through the hands of the witneſſes. With our Saxon anceſtors the delivery of a turf was a neceſtary ſolemnity to eſtabliſh the conveyance of lands. And, to this day, the conveyance of our copyhold eſtates is uſually made from the ſeller to the lord or his ſteward by delivery of a rod or verge, and then from the lord to the purchaſer by re-delivery of the ſame in the preſence of a jury of tenants.

Conveyances in writing were the laſt and moſt re­fined improvement. The mere delivery of poſſeſſion, either actual or ſymbolical, depending on the ocular teſtimony and remembrance of the witneſſes, was liable to be forgotten or miſrepreſented, and became frequent­ly incapable of proof. Beſides, the new occalions and neceſſities introduced by the advancement of commerce, required means to be devised of charging and incumber­ing eſtates, and of making them liable to a multitude of conditions and minute deſignations, for the purpoſes of raising money, without an abſolute ſale of the land; and ſometimes the like proceedings were found uſeful in order to make a decent and competent proviſion for the numerous branches of a family, and for other domeſtic views. None of which could be effected by a mere, ſimple, corporal ttansſer of the soil from one man to another, which was principally calculated for convey­ing an abſolute unlimited dominion. Written deeds were therefore introduced, in order to ſpecify and per­petuate the peculiar purpoſes of the party who conveyed : yet ſtill, for a very long series of years, they were never made uſe of, but in company with the more an­cient and notorious method of transfer by delivery of corporal poſſeſſion.

Livery of ſeiſin, by the common law, is neceſſary to be made upon every grant of an eſtate of freehold in he­reditaments corporeal, whether of inheritance or for life only. In hereditaments incorporeal it is impoſſible to be made ; for they are not the object of the ſenfes : and in leaſes for years, or other chattel intereſts, it is not neceſſary. In leaſes for years indeed an actual *entry* is neceſſary, to veſt the eſtate in the leſſee: for a bare leaſe gives him only a right to enter, which is called his intereſt in the term, or *interesse termini :* and when he enters in purſuance of that right, he is then, and not before, in poſſeſſion of his term, and complete tenant for years. This entry by the tenant himſelf ſerves the purpoſe of notoriety, as well as livery of ſeiſin from the granter could have done ; which it would have been improper to have given in this caſe, becauſe that ſolemnity is appropriated to the conveyance of a freehold. And this is one reaſon why freeholds cannot be made to com­mence *in ſuturo,* becauſe they cannot (at the common law) be made but by livery of ſeiſin ; which livery, be­ing an actual manual tradition of the land, must take effect *in praeſenti,* or not at all.

Livery of ſeiſin is either in *deed* or in *law.*