

1627. July 4.

LESLY against LESLY.

No 70.

IN an improbation betwixt Lesly against Lesly, and Alexander Harvie, spouse to the defender, wherein the defender was convened, for production and improbation of whatsoever bonds, contracts, obligations, charters, or precepts, made by the pursuer, or by that special person to whom he was retoured heir, and to these defenders *nominatim*; the LORDS sustained this action and clause conceived in these general terms; albeit that the pursuer condescended not, neither on the dates of the writs, nor on the tenor nor contents thereof; wherein they found, that he needed not be more special, seeing he pursued by that general clause for writs made by himself, or by that one person allenary to whom he was heir, and not by any other his predecessors, to these same defenders themselves, and not to any of their predecessors, so that they could not pretend ignorance of the writs, if any were made to themselves.

Clerk, Scot.

*Fol. Dic. v. 1. p. 446. Duris, p. 304.*

1630. March 5.

EARL OF WIGTON against EARL OF GASSILLIS.

No 71.

A GENERAL clause, to this effect, was sustained, 'craving production of whatever decrees obtained by any of the defenders predecessors which might affect the lands and establish any right thereto in any other person,' although it neither bore the name of the party obtainer of the sentence, nor against whom, before what judge, or for what cause the decreets were.

*Fol. Dic. v. 1. p. 446. Duris.*

\* \* \* This case is No 38. p. 6633.

1675. December 8.

LORD ARMISTON against MURRAY.

No 72.

IN a reduction and improbation at the instance of an heritor of land, against the heritor of a mill, to which mill his lands were pretended to be astricted; the LORDS refused to sustain this general conclusion, that the defender should produce all writs which might import thirlage, in respect there might be writs importing thirlage consequentially, of which the defender was not obliged to know what the import might be; and it were hard that upon pretence of such an interest, the defender should make his charter chest patent to the pursuer; and the pursuer had a remedy if he apprehended that the defender might trouble him upon the pretence of writs which might consequen-