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 APPRISING.
 

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 1610. LORD SALTON *against* LAIRD of Cluny.

## No 1.

In apprisings of importance, the Court appoint advocates to be assessors to the messengers.

COMPRISING being to be deduced upon a matter of great consequence; the LORDS will, at the desire of those who are infeft in the lands denounced; call the procurators of him who is to comprise; and will name advocates unsuspect, to be assessors to the officer who is to be judge in the comprising.

*Fol. Dic. v. 1. p. 4. Haddington, MS. No 195.*

 1622. July 20. CRANSTON *against* L. of EASTNISBIT.

## No 2.

The want of a previous charge of horning found to be a nullity in a comprising.

IN an action, depending betwixt John Cranston and the L. of Eastnisbit, a bond of this tenor and nature being conceived, whereby the party obliged, was bound to pay the sum then borrowed, and to infeft the creditor in an annual rent yearly therefor; and yet, notwithstanding of that heritable clause, the debtor was, by a posterior clause of the obligation, bound to pay the sum, at what time the creditor should please to seek the same, upon a simple charge of six days preceding: The debtor, giver of this bond, his land being comprised, for the principal, and expences therein contained:—THE LORDS found the comprising null; because the debtor was not charged upon six days to pay the principal sum, without which charge had preceded, no comprising could be deduced for the principal sum; for albeit, by the foresaid posterior clause of the bond, the necessity of a requisition was taken away, which is required in an heritable security; yet there was a necessity, by that same clause, of a preceding charge on six days.

*A&t. Nicolson and Craig.*

*Alt. Hope and Stuart*

*Gibson, Clerk.*

*Durie, p. 31.*

 1623. July 30. NICOLSON *against* BAILLIE and WHITLAW.

## No 3.

A search upon the ground of the land for moveables, ought to precede the charge and

IN an action of reduction of a comprising, pursued at the instance of Mr Thomas Nicolson, advocate, against Robert Baillie and Patrick Whitlaw; the LORDS found this a relevant reason of nullity against the comprising, viz. That the compriser had continued the payment of the debt and sum, for which the comprising was deduced, unto the term of Martinmas 1619, and that he had denounced the