

No 89.

that the Lords found it to be false and feigned. But the LORDS considered, that certifications in improbations, sweeping away men's rights in absence, and for not production, were not so favourable as to be extended and supplied, where they were not expressly contained in the decret, and therefore they reponed the parties, albeit now after 27 years.

*Fol. Dic. v. 1. p. 447. Fountainball, v. 1. p. 595.*

No 90.

1733. July 24. GARDEN of Bellamore against EARL of ABOYNE.

IT was *objected* against a decree of certification, following upon an action of reduction and improbation, *imo*, That there is no reason of reduction contained in the decree, or so much as libelled; *2do*, The decerniture, 'reduces, rescinds, and annuls,' &c. but wants the additional words necessary in an improbation, viz. 'and improves.'—THE LORDS found the certification to be only a certification in a common reduction, in respect it bore not the word 'improves.' See APPENDIX.

*Fol. Dic. v. 1. p. 447.*

1756. March 4.

EARL of BUCHAN against CAMPBELL of Shawfield, and other Real Creditors upon the Estate of Strathbrock.

No 91.

Certification cannot reach writings that never were in the hands of the defender.

By the death of Sir William Stewart without issue male, the entailed estate of Strathbrock descended to Katharine Stewart his sister, wife to Henry Lord Cardross. This estate was burdened with many debts good against the entail; and when the creditors made a demand for payment, Lord Cardross, who had no interest but his *jus mariti*, took assignations in name of George Thomson his trustee; and in his name led an adjudication of the entailed estate, for debts extending to L. 30,000 Scots. This adjudication, being Lord Cardross's proper estate, descendible to his heirs of line, was parcelled out among his proper creditors; and by the conveyances granted to them, 'they are obliged upon payment to dispoise either to David, Master of Cardross, the rights granted to them, or to renounce and discharge the same in the option of the said David.' And by Thomson the trustee's conveyances in favour of the creditors, it is declared, 'That the said David, Master of Cardross, had not only right to the greatest part of the said adjudication and sums therein contained, but that he had right to redeem the conveyances to the creditors, which are granted in corroboration of Lord Cardross's debt.' And it is also declared, 'That the