

thus. Our will is and we charge you that ye lawfully summon B. against whom  
 the Decree for Possession aftermentioned was obtained, to compare &c. to answer  
 at the Instance of A. who obtained a Decree against the said B. before &c.  
 upon the &c. Day of &c. for quitting and renouncing the Possession of the  
 the Effect the Pursuer might enter in and to the natural Possession thereof,  
 where nevertheless the said B. continued in the violent and willful Possession  
 after as before the said Decree. It is to say, the said Defender to hear and  
 see the Premises verified and proven by Production of the said Decree,  
 and by Probation of the said violent Possession. And being so verified and pro-  
 ven, the said Defender to hear and see himself decreed by Decree of the  
 said Lord, to make payment to the Pursuer of the violent Profits of the said  
 Lands &c. not exceeding the Double of the ordinary constant Rent the same were  
 worth, according to the Estimation of the said Complainer upon Oath, and his  
 for all Years and Terms since the Term of &c. which was the first Term of the  
 said violent Profits, and such like yearly and termly in time coming untill  
 the Complainer be put in the peaceable Possession of the same conform to the  
 Laws and daily Practice of this our Realm &c. according to Justice. The per-  
 son who will intitle a Husband to the violent Profits for Possession before his  
 Wife's Death, tho' she die before Sentence, whereby he cannot attain the Possession  
 Stat. Lib. 2. Tit. 9. 41. And an Act may sue a Removing upon a Warrant used  
 by the deceased to get violent Profits due before his Death Stat. Lib. 2. Tit. 9. 41. Nothing will  
 exclude this Action for violent Profits, but real Audience by surrendering or of-  
 fering the void Possession Stat. Lib. 2. Tit. 9. 44. Violent Profits may be sued against a Tenant  
 than those decreed to remove, viz. such as suspend the Decree, and thereby im-  
 pedes the attaining Possession therefore Hope Mas. Drott. Tit. Mails and Duties Her  
 of Fornherst contra Turnbull Stat. Lib. 2. Tit. 9. 44. The Oblainer of a Decree of Re-  
 moving was, after Discontestation in a Reduction thereof, found a violent Pos-  
 sessor and liable to violent Profits himself Hope Mas. Tit. Possession Gordon &  
 Abergeldie contra S. Forbes Stat. Lib. 2. Tit. 9. 44. Violent Profits in this Action are sus-  
 tained against all the Defenders in solidum, as in a Spuizie. But divers ma-  
 king partial Exceptions in a Process of Removing and succumbing, were  
 found liable severally for the violent Profits of the Lands against which their  
 Different Exceptions were laid Hope Mas. Tit. Mails & Duties Wallace con-  
 tra Blair Stat. Lib. 2. Tit. 9. 44. Otherwise partial Exceptions are not competent in an  
 Action for violent Profits. Nor will any Exceptions relative to Right or Posses-  
 sion competent and omitted in the Decree of Removing be admitted before  
 Suspension and Reduction of the said Decree, Stat. Lib. 2. Tit. 9. 44. And if the Defend-  
 er in a Decree of Removing be not therein apprized from the violent Profits,  
 or reserved to be heard against them, or protest for that Effect, he will hardly be  
 allowed thereafter to make his Defences Stat. Lib. 2. Tit. 9. 45.  
 If the Party charged upon a Decree of Removing suffer himself to be  
 denounced for not removing, Letters of Ejection may be raised against him

him directed to the Sheriff of the District. Who, being thereupon charged to eject  
 the violent Possessor, comes to the Land and puts out their Fire, or casts out some of  
 their Ploughing. Tho' upon Decrees of Removing obtained before the Lords of  
 Session, Tenants cannot be removed and ejected without a previous Charge; yet  
 upon such Decrees of inferior Courts, it is usual to eject immediately, without  
 giving a previous Charge. Mich. 1700. Thro' an Act 4. Par. 2. Stat. Lib. 2. Tit. 2.  
 This Ejection was sustained upon a Sheriff's Decree of Removing without  
 a preceding Charge, albeit Law requires such a previous Charge in Pointing  
 Act. 4. Par. 2. Stat. Lib. 2. Tit. 2. which the Lords would not extend to portable Rations  
 30 June 1675 Lady Mainhill contra Buro. And the special Act for immedi-  
 ate Ejection of Tenants decreed to remove, is because the intrant Tenant, being  
 obliged to remove from his Possession, must have a Place to which he may re-  
 move, and the other Tenant may claim himself that after he was warned to  
 remove, he did not provide himself timely.

If, after Warning, any Person come in Possession by Consent of the Party  
 warned or thro' his Default in not offering the void Possession to the Warrant, such  
 an intruder is called a Successor in the Vic. and is liable to a summary Decree of  
 Removing, and to violent Profits, after Decree of Removing is obtained  
 against the Tenant warned Stat. Lib. 2. Tit. 9. 44. Where it is sufficient to prove the De-  
 fender's Possession after the Warning. Exceptions competent in a Removing  
 are not after Decree therein sustained in a succeeding in the Vic. 22 Novem-  
 1623 L. Kintill contra Kutherford.

Having this explanation to Removing upon Warning, I proceed to  
 speak of summary Removing. Summary Removing is either by Paction  
 or by Law.

Summary Removing by Paction, is when it is agreed in the Tack or  
 other Writ, that the Tenant shall remove at such a Term without Warning,  
 which will suffice at that Term Gray Feu. Lib. 2. Tit. 9. 8. 6. But if they be  
 not removed precisely at that Time by an antecedent Charge of Warning,  
 they are understood to be continued by tacit Relocation, and must be warned  
 ere they can be removed Stat. Lib. 2. Tit. 26. 9. 19. The Disposer of Lands  
 may be compelled to remove summarily without any such Clause in the  
 Disposition Stat. Lib. 2. Tit. 9. 8. 30. And there was found no Necessity to  
 use Warning against one from whom Lands were appropriated: Tho' Summary Re-  
 moving at the Apprifer's Instance without Warning, was not sustained against  
 a Stranger Possessor of those Lands 18 January 1623 E. Lothian contra Her.  
 But it is not so clear, whether a singular Successor by Disposition or Appri-  
 sing, can, after suffering the Disposer or Debtor to possess per tacitam relocatio-  
 nem, remove the Possessor summarily? Because on the one Hand, the Statute  
 about Removing is a publick Law, for the Benefit of poor Tenants, whose  
 Austerity in not adverting to anterior Pactions derogating *juri communi*  
 may be excusable, and on the other Hand, *quilibet licet remunerare pro se*  
 introducto. The Lord Stair (Stat. Lib. 2. Tit. 9. 40.) conceives that such Pactions may be  
 effectual