

is produced for proof, the producer is allowed to look and deal at
the parts of it and leave that ~~the~~ foreign to the point in
question and to leave only such of them as are to the purpose
look and upon to be Viewed l. 10 § 2 H. D. Dendo. To. Sect. Com
d. 1. l. 10 § 2 H. D. Dendo. u. 19. A Cancelled back bond with Holes writ
- in on the back and Margins thereof bearing that the grantee
was to know the same in such and such terms being Recover
at the instance of the Creditor in an exhibition against the
Grantor Represenative: the Lord allowed Diligence to Cite H. D.
- credit for proving the Rules to be the Grantor's and April 21.
June 1706 Walton contra Represenatives of Forester. A Book of
History, of Shullenbach, and not Contradicted by More substantiated
History of the same time is good Evidence of things depending
upon History, as propriety of blood, Antiquity of City, City,
Titles of Honour & c. l. 1. H. D. 42 § 18.

For understanding the Import of Writs produced in
Evidence, I shall here first set down the Rules observed in the
Interpretation of Writs, and then consider the objections that
may be made to Derogate from the faith of Writs.
The Rules of Interpreting Writs are either General or
Special.

The General rules are these following.

Writs ought to be interpreted Differently according to
the Condition of the Grantor. That is, if he be one of the
Common sort of Men, his words ought to be taken in the
most vulgar sense they can bear. But if he be a Skillful
person or a learned Man, or hath trusted such Informing
of the Party: Verba sunt Interpreta contra proferentem
qui posuit sibi Clarior legem Dicitur, or Mentis aptus & c.
- pleases, the Words should be Explained in favour of the
other party, so far as their sense will allow ^{in favour of the party who is to be benefited}. Wherefore in
his Contract of Marriage should be obliged to provide the whole
half of his Kingdome of the Marriage to his Wife or her
- word and he should be the heirs of the Marriage, the word
- totally being unskill and doubtful if it imported the
- fee of the whole or only of the half of the Kingdome: the
- Lord did interpret it favourably for the heirs of the
- Marriage against the Contractor, by extending the same to the
- fee of the whole Kingdome, which was an ordinary provision
13 Feb. 1647 Frazer contra Frazer. In a Compellation of
- Arrivements or of Arrivements and assignation of Arrivements

and fulfilled upon one day, if some express the Grantor
others not, that which wants the least is presumed to have
been done the last hour of such a day 4 July 1676 Rollo contra
Brownley. A Clause in a bond obliging to pay the price of wine
received according to the Condition agreed on, was found to
burden the Debtor with proving the Condition, or oblige him
to pay the Common rate of Wine but that Condition was
found probable by Witnesses 29 July 1663 Douglaff contra
Bowman & Russell. Where three persons in a letter obliged
themselves to pay such Rates as the bearer should draw for
Bonds to be bought for their use, he having drawn a Bill
upon them or any of them; such of them was found liable
in Solidum, they having Bond in so doubtful terms 20
December 1665 M'Leod contra Young & Govan. 9th Dec. 1665, pag.
889. When another Reason is given for this Decision as
- imposed by the Lord Haig.

Words are to be extensively interpreted in favourable
cases; and to be tied down to a stricter Interpretation in
- disputes Favours and grants of privilege are to be favourably
- interpreted, and ought to have all the reasonable extension that
the presumption of the liberality that is Natural to princes
can give them, provided that they are not Extended in such
a Manner as to cause prejudice to other persons l. 3 H. D.
- Confut. Princeps l. 20 Abus. Vacante Junct. l. 2 § 16. Fine
- quod in deo Publicis. But if gifts and privileges gran-
- ted by princes to some persons be such as cannot be in-
- terpreted in that ample and liberal Manner without pre-
- judice to other persons, such gifts and privileges to the per-
- sons whom the prince had aimed to honour therewith
- must be restrained to what may be granted to them with-
- out prejudice to others, sed abus. Privileg. l. 1 deo. Pre-
- tunc § 1. l. 2 § 17. Being services Derogate from the
- Liberty that is Natural to every one, to make up of what
- is their own, they are restrained to what is justly neces-
- sary for the use of the persons to whom they are due; and
- one Repens the Inconvenience of them as much as is
- possible l. 26 H. D. 2^o fev. p'ed. Cust. l. 9 H. D. 2^o deo. l. 1 deo.
- deo. Civiles & c. Tom's parol. l. 1 § 1. l. 2 § 1. l. 1 deo. l. 1 deo.
- Estates are ever strictly interpreted. For John Nisbet
- Decid. 26. 27 July 1686 Petrie contra Richard, upon a
- Bond, that favour is not Given Invis, and that Law ought to be
- Uniform and not desidia Regular placible and Vanda be upon