

Do ordinarily ordain the person who offers to Improve to  
 sign 20 pence. Where he cannot find Surety or Certify he  
 will accept of Juratorial Caution from any of those age previous  
 King's presumption of the falsehood of the writ. But it  
 shall be lawful for preventing thereof and to be taken notice  
 to the Judges. The Defendant must subscribe that he abides  
 the verity of the writs produced upon the pain of false hood  
 ways they will be held as forged, from a presumption that  
 they were not taken as true deeds. Which is agreeable to  
 opinion of the doctors of the Civil Law Pross. *For*  
*titulab simulat. Quod. 139 n. 8. 2. 68.* And a writ produced  
 satisfy the production in an Improbation was approved  
 as false without further proof, in respect the produce  
 abides to abide by the truth of the same 20 June 1672 *Hend*  
*contra Henric*, per 10 June 1675 *Grant contra Grant* 10.  
 by *Diallam*. Where legal remedy of proving that  
 may live by, that the Defendant knew the writ used by him  
 be false, being introduced in favour of the plaintiff because  
 of the difficulty of proving such knowledge, he may pay  
 it and not require the Defendant to adhere and abide by it  
 prove his own verity of the writs being false otherwise. And  
 he may avoid it with the consent of the other to abide by  
 same writs assigned to both for that end, which is the  
 Improver. Certifies the same appointed and the user of the  
 writ quarrelled appears judicially before the ordinary (by the  
 cause depending before a single ordinary) or before the court  
 in presence (where it is concluded or a satisfaction in the  
 court) and avoided by it in the terms of law by a Declaration  
 under his hand. But this in Improbation the user of writ  
 questioned as false ought to abide by the same. And a for  
 mission was granted to take such a persons declaration,  
 that he did abide by in respect he was of great age *Diallam*  
*Decis. 403.* A Declaration containing a Marginal Note was  
 once judicially produced and made use of with the Marginal  
 Note which was offered to be Improved and a day assigned  
 to the writ to abide by; It was found, that if the Improver of  
 the Marginal Note insisted against it on by a writ  
 for not being subscribed of the date of the Declaration  
 the user might pass from the abiding by it and get  
 on the Declaration as subsisting per se without respect  
 to the Marginal Note. But that if the Subscription to the  
 Marginal Note were insisted against as false the pro  
 ducer and user of the Marginal Note behaved either to  
 be by the Verity of the Subscription to it or else Certification  
 would go against the whole tenor of the writ both body  
 and

The Marginal Note being one and the same writ cannot be  
 allowed to be both true and false. 8 Feb. 1688 *Johnston* and  
*Lockeby contra Johnston & Others*. In all Improbations the  
 user of the writ should abide by it 16 June 1673 *Lady Logic*  
*contra Melvum*, otherwise the effect of Improbation might  
 be eluded by shifting suspected writs from hand to hand.  
 In an Improbation the production being false, the term  
 assigned to the Defendant to appear and abide by, the writ  
 produced, and Circumstances against him for not abiding  
 by: The Court did not upon the users Declaration to abide by,  
 Improve the writ simpliciter to us to Improve for ever, but  
 Improve it so as that it should make no part in the  
 same manner, as in a Certification for not producing  
 albeit that Certification was not specially expressed  
 in the Act assigning the term to abide by 20 June 1672  
*Randerson contra Randerson*. In a Court where  
 for Merit and duties betwixt us and the other, the one having  
 offered to Improve a Discharge granted to the Common Deb  
 tor produced by the other adversary, for moving, that the  
 Comptroller had adjudged for a debt that was in his power;  
 and the producer of the Discharge, having supposed the term  
 to be Circumvented against him for not abiding by: the  
 Common Debtor was admitted for his interest with pro  
 ceed to Etching with the Executors debt, and allowed to abide  
 by the verity of the said Discharge 25 June 1708 *Cupland*  
*contra Cavatell*. And the Writs of the Exchequer of a  
 Summons were not found owing to abide by it subje  
 ctive falsity where the Messenger a published servant called  
 at the bar by his own Execution 21 Novemb. 1712 *Mel*  
*lewice* contra Inhabitants of Bursit Island.

The Lords ordained Defendants in Improbation  
 to abide simpliciter by the writs offered to be Improved  
 and not with any qualifications, if they were the first and  
 immediate Receiver of the writs quarrelled, especially,  
 if they be wives and Conjugal persons or Relations who  
 are presumed not to be ignorant of the deeds and trans  
 actions of their husbands and Relations. That a Wife  
 was not allowed to abide by a Disposition granted to her  
 husband with this quality, that she received it as known  
 from the Grantor 16 June 1675 *Lady Logic* contra  
*Melvum*, nor with this quality as a true writ except  
 as to the written Designation 7 Feb. 1706 *Moxwell*  
*of Monroeth* contra *Grinn of Shank*. Persons are some  
 times