

M I L L

1566. February 7. LORD FLEMING *against* LORD ROSS.

No 1.

ANE miln is not comprehendit nor cumis under the generall word or appellatioun of pertinentis; because ane miln requires ane speciall and severall sasine.

Fol. Dic. v. I. p. 574. Balfour, (PERTINENTS.) p. 175.

1667. February 5.

COUNTESS of HUME *against* TENANTS of ALCAMBUS and MR RODGER HOG.

No 2.

THE Countess of Hume being provided, by her contract of marriage, to the lands of Alcambus, Pyperlaw, and Windilaw, extended to twenty-four husband-lands, she gets a charter upon her contract, bearing, for implement thereof, to dispoñe to her the lands and barony of Alcambus, &c. with a sasine taken at Alcambus. She thereupon pursues the tenants. Compearance is made for Mr Roger Hog, and other creditors, who bought these lands from Wauchtoun, who had bought them from the Earl of Hume, and *alleged* absolvitor from the mails and duties of the mill of Alcambus, because my Lady by her contract of marriage was not provided to the mill, neither was she infest therein, *per expressum*, and mills do not pass as pertinents, without special infestment; *2do*, Absolvitor for the rents of Pyperlaw and Windilaw, because my Lady's sasine, bears only infestment in the lands of Alcambus, and mentions not these lands which are particularly in the contract. The pursuer *answered* to the *first*, That by her charter, she was infest in the lands of Alcambus, with the mills, with other lands mentioned therein, &c.; *2dly*, That Alcambus bore, by her charter, to be a barony, which is *nomen universitatis*,

Though mills are distinct tenements and not carried as part and pertinent; yet in a barony, which is *nomen universitatis*, mills though not expressed are comprehended.