

No. 2. 1734, Dec. 11. MR ROBERT BLACKWOOD *against* RUSSEL.

See Note of No. 1, *voce* APPEAL.

No. 3. 1736, Dec. 1. HUMBIE, Younger, *against* HIS FATHER.

See Note of No. 6, *voce* WITNESS.

No. 4. 1737, Jan. 7. WEIR *against* PARKHILL.

See Note of No. 13, *voce* BILL OF EXCHANGE.

No. 5. 1737, Nov. 16. BELSHES *against* ELPHINGSTON.

THE Lords thought the extract of a false date was void and null, and therefore found the arrestment upon it also void and null, and adhered to the Ordinary's interlocutor preferring my Lady Elphingston, and ordered the Sheriff-Clerk and messenger to attend tomorrow.

No. 6. 1738, Nov. 7. Low of Brackley *against* BEATSON of Mawhill.

THE Lords were divided in this question, Whether a nullity of a bond of thirlage, that one of the witnesses signing is neither named nor designed, can be supplied by a condescence? but found, by a great majority, that it was not suppliable, *renit* President, Arniston, *et me*. I thought it suppliable, but that it was not enough, as in this case, to shew another writing with a subscription at it, that *comparatione* is like this, for though it were the same, it might have been signed by him yesterday, (supposing the witness still alive;) but that they should prove that he actually signed that bond at the time, 25th January.—7th November, A proof, before answers, of the prescription to both parties.

(The date of the bond of thirlage, is in the text, erroneously printed 1745, instead of 1645.)

No. 7. 1739, June 6. RUTHERFORD *against* HAIG.

THE Lords found that Mr Thomas Gordon's letter does not prove its date, unless it be instructed. We agreed that the general point depends upon circumstances, and has been variously decided, and that missive letters prove their dates in matters that are usually transacted by missive letters; but this one appeared very suspicious, that so great a claim as L.500 or L.600 sterling should lie so long uncleared upon such a writing.

No. 8. 1739, July 6. SHIELS *against* CROSBIE.

THE Lords found the nullity of a deed, that it was signed only by one notary and two witnesses, supplied by the party's oath, acknowledging that he gave warrant to the notary to sign for him; and disregarded a quality added to the oath, that he thought the