

1741. *June 17.*

JOHN SPOTTISWOOD of that ilk *against* The CREDITORS of PRESTONGRANGE.

A marginal note upon a back-bond, dated in the year 1679, signed by the granter, but no mention made either of the writer of said margin, or of witnesses to it, was notwithstanding found good against the user of the deed.

The Lords had formerly found the marginal note null; but that judgment being reversed on an appeal, this judgment was now given in compliance with the order of the House of Peers.

Kilkerran, No. 6. p. 606.

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A marginal note signed by the granter, but without mention of writer's name, or witnesses, found good against the user.

1747. *November 17.*

MRS. ELEONORA, MARY, and ANN BOTHWELS, *against* WILLIAM EARL OF HOME.

Charles Earl of Home, grandfather to the present Earl, having left his younger children unprovided, Alexander Earl of Home his son, father to the present Earl, on a transaction with the Countess his mother, granted bond, to his two sisters, Ladies Marjory and Margaret, and George his brother, for 20,000 merks, viz. to each of the said Ladies 7000 merks, and to George 6000 merks, payable at the first term after their respective majorities or marriages, &c. and, by a subsequent clause in the bond, it is provided, "that, in case of the decease of any of the said Ladies Marjory and Margaret, or George their brother, before their respective majority or marriage; then, if one of them decease, the decessant's portion shall fall and accresce to the two survivors equally; and, in case of the decease of one or both of the last two survivors, the portion of the deceasing shall fall to the granter himself." The Ladies Marjory and Margaret did long survive majority, and, in the year 1718, obtained decree of adjudication against their nephew the present Earl of Home, whereby the sums due to them by said bond of provision become heritable.

In the year 1735, Lady Marjory being then dead, Lady Margaret intermarries with Mr. Bothwell, eldest son to the Lord Holyroodhouse, and, in her contract of marriage, conveyed not only her own provision of 7000 merks, and the adjudication as corresponding thereto, but also the one half of her sister Lady Marjory's provision, as devolved to her by her sister's death, by the aforesaid clause of substitution in the bond of provision.

In an action of mails and duties pursued against the tenants of the Earl's estate, at the instance of Mrs. Eleonora, Mary and Ann Bothwells, as deriving right

No. 21.

One subscribing only the last page, not bound by clauses in the preceding pages.