

Answered for the charger: That the general clause in the discharge was inserted through the inaccuracy of the charger, an illiterate country man; and that it was not understood betwixt them at that time to have that meaning to comprehend the bill in question, which he offered to prove. *2dly*, Objected; that the discharge not being on stamped paper, could not avail in law or equity. See the act *12mo Annæ*. Replied for the suspender: His reason of suspension being verified by writing under the hand of the charger, the same cannot be otherwise taken off than by his own oath; *2dly*, The discharge is not a deed of that kind which requires to be written on stamped paper. See Wood's Institutes.

The Lords found that the discharge did not require stamped paper.

C. Home, No. 238. p. 386.

No. 173.

1749. July 11.

ROSS against STEVEN.

Where two tacks were written upon one sheet of stamp-paper, the first in date was sustained, though the second, upon which the party did not found, was not stamped.

Kilkerran, No. 17. p. 613.

No. 174.

Two deeds of different dates written on one piece of stamped paper, the first is good, the second null.

* * D. Falconer reports this case :

Ludovick Dunbar of Westfield granted to James Steven a tack of certain lands, which was duly written upon stamped paper; and after granted him a further tack of other lands, which was written on the same paper with the former.

On Westfield's death, Margaret Ross his relict, in virtue of her life-rent right over these lands, insisted in a reduction of both the tacks; for that by the stamp act, *12mo Annæ*, it was provided, that when more than one matter or thing were ingrossed upon one sheet of paper, the duty should be payable for each of them: And when any matters or things were, contrary to the meaning of the act, written on any paper not duly stamped, the sum of £5 Sterling should be payable respectively for each of the said matters; until payment whereof the said matter should not be given in evidence, nor admitted in any Court: That these two tacks were written on paper not duly stamped, and consequently not probative till the sums respectively were paid for each of them.

Answered: The defender insists only on the tack first in date, which being written on stamped paper is good, and cannot be annulled by the after writing another on the same paper.

The Lords sustained the first tack.

Reporter, *Shewalton*, Act. *Lockhart & Brown*. Alt. *H. Home*. Clerk, *Pringle*.

D. Falconer, v. 2. No. 81. p. 88.