

The Lords unanimously decerned against the defender, and found him liable in expenses. No. 337.

A similar judgment was pronounced, 3d February, 1796, Sinclair against Sinclair. See APPENDIX.

Lord Ordinary, *Abercromby.* Act. *Craigie.* Alt. *W. Erskine.*

R. D.

Fac. Coll. No. 134. p. 307.

1797. *January 31.*

ROBERT HENDERSON, *against* GEORGE WILSON and CATHARINE and CHRISTIAN MELVILLES.

The objection to a deed, that it did not mention the number of pages, repelled; because it bore that it was written on three sheets of paper, and that the eleven first sides were signed by the granter, and the last by the granter and witnesses.

No. 338.

Fac. Coll.

* * This case is No. 59. p. 15444. *voce* TAILZIE.

1802. *January 12.*

CRICHTON, Petitioner.

A testamentary deed being improbativè, not sustained as a conveyance of moveables.

No. 339.

Fac. Coll.

* * This case is No. 31. p. 15952. *voce* TESTAMENT.

1802. *February 20.*

HENDERSON *against* HAY.

A report on printed papers was made from the bill-chamber of a bill of advocacy, against a judgment of the Sheriff of Stirlingshire, admitting as a legal document of debt a bill of exchange, dated 7th of October, 1799, which seemed to have been first made payable at Martinmas 1780 years, and afterwards corrected, so as to be payable at Martinmas 1800.

The acceptor objected to payment of this bill, in as much as it was null, being vitiated, and therefore completely improbativè: Supporting his reasoning on the judgment of the House of Lords, in Lee, Rodgers, and Company against Murdoch Robertson and Company on 26th December, 1801. See APPENDIX.

No. 340.

A bill of exchange altered in the term of payment, admitted as a legal document; the alteration appearing to have been made merely to correct a mistake.