

No. 165. on these evidences, that it bears “ to be granted *in anno* 1632, without annual-rent, and that nothing followed thereupon till now, that the writer and all the witnesses insert are dead ; and that by comparison with a contract of the same date, and betwixt the same parties, the same writer and witnesses, it is evident that the hand-writing of the body, and all the subscriptions, are palpably different, and that the subscriptions of the parties and witnesses in this bond do clearly appear to be one hand-writing ;” so that it appears this hath been a copy.

And yet the Lords, for clearing the matter before answer, took the Earl of Weems’ oath, who denied the subscription, or the granting of this bond ; but the Lords considering that this bond was made use of by the pursuer, having found it amongst her husband’s writs, though she abode by that, yet it should import no criminal effect against her.

Stair, v. 2. p. 362.

No. 166. 1709. *July 14.* VALLANCE *against* M^CDOWALL.

The Lords refused to find a writ null, upon this ground, that it mentioned not the place where it was granted.

Forbes.

* * This case is No. 54. p. 5850. *voce* HUSBAND AND WIFE.

* * The same found in the case of Ogilvie against Baillie, mentioned below.

No. 167. 1711. *February 21.* OGILVIE *against* BAILLIE.

A declaration sustained, though wanting a date:

Forbes.

* * This case is No. 123. p. 16896.

No. 168. 1712. *February 5.*
MARGARET, ELIZABETH, ANN, and ISOBEL ELIESES, Daughters to the deceased
Mr. James Elies of Stenhouse-mill, *against* JAMES WATSON of Saughton, and
His CURATORS.

Holograph,
receipts need
not witnesses
to prove their
dates.

In the count and reckoning at the instance of the daughters of the deceased Mr. James Elies, against James Watson of Saughtoun, as representing his father, men-