

No. 187. tained in his bond to the late David Simpson, conform to the conclusions of the libel."

Against this judgment, a petition was presented by Ferguson, (26th May 1801), which was advised with answers, and counsel were also heard in presence, when the Court " found the disposition and settlement executed by the late David Simpson in 1782, a valid and subsisting settlement, so far as it concerns the legacy of £3000 thereby bequeathed to the defender; they do therefore alter the interlocutor reclaimed against, and sustain the plea of compensation pleaded for the defender."

The Kemps now reclaimed, and upon advising their petition, with answers, the Court (17th November 1801) altered the interlocutor reclaimed against.

Ferguson, again, in his turn, reclaimed; and on advising his petition, with answers, the Lords (2d March 1802) altered the last interlocutor, and returned to that pronounced on 26th May 1801.

Lord Ordinary, *Justice-Clerk.* For Ferguson, *H. Erskine, Hay, Gillies, C. Ross.*
Agent, *J. Dundas, C. S.* Alt. Lord Advocate *Hope, Robertson, A. Campbell junior.*
Agent, *A. Duncan, W. S.* Clerk, *Sinclair.*

F.

Fac. Coll. No. 28. p. 54.

1804. July 6. MACARTHUR *against* SIMPSON.

No. 188.

A missive letter, not altogether formal, sustained as a lease of an urban tenement for two liferents.

Fac. Coll.

* * This case is No. 31. p. 15181. *voce* TACK.

SECT. VII.

Solemnities of Deeds written Bookwise.

No. 189.

1716. June. EARL of FINLATOR *against* LADY BOYNE.

It was objected against a sasine, That the witnesses did not sign every leaf, as required by the act 17, Parl. 1686. It was answered, That the act was repealed by

act 15, Parl. 1696, by which it is sufficient that witnesses sign the last page. Replied, It neither was nor ought to have been repealed: Parties' subscriptions are a check in securities written bookwise, that no new sheets be put in; but in sasines, where the witnesses subscribe not every page, there is no safety against the notary, who may alter and innovate sasines at pleasure. Duplied, The last act is general, statuting with relation to all securities, without limitation, nor is there any good reason for a distinction, a sasine beyond its warrant being a very harmless instrument, and it must be registered within a very short time to make it effectual against third parties. The Lords repelled the objection. See APPENDIX.

No. 189.

Fol. Dic. v. 2. p. 544.

* * The like found—January 1725, Earl of Buchan against Duff.—In this last the decision was reversed in the House of Lords.—See APPENDIX.

1742. January 7. ROBERTSON against KER.

No. 190.

A nullity objected to Major Robertson's testament upon the act of Parliament 1696, that, consisting of four pages written bookwise, it did not, as said statute directs, make mention in the end of it, how many pages were therein contained, was repelled, in respect it was written upon one sheet only.

Kilkerran, No. 7. p. 606.

1742. December 21. WILLIAMSON against WILLIAMSON.

No. 191.

It being objected to Grizel Williamson's bond of provision, that the same was null as consisting of three pages, and only the last page signed by the granter; the Lords, in respect that the bond was holograph, and appeared to be all written *unico contextu*, and that there was no suspicion of any sort against the deed, "Repelled the objection."

If subscribing a deed on all the pages, is *de solemnitate* necessary?

That the act of Parliament 1696 had nothing to do with this question, was plain, as concerning only writs written upon different sheets of paper; and the decision between M'Pherson of Killihuntly and M'Pherson of Dalready in 1723, where a discharge of a reversion was found null, in respect it was subscribed by the party only upon the last page, although the writing consisted of no more than two pages on the same leaf, and no suspicion lay to the deed, was greatly censured.

It was at the same time doubted by some of the Lords, whether the signing of each page was not *de solemnitate* necessary; in which case, although no suspicion lay to it, the want of that solemnity would void the deed, without distinction between deeds holograph and deeds not holograph. And as a ground for