

No. 191. this doubt, it was observed, that if it was not *de solemnitate* necessary, the grossest fraud might with great ease be committed in writs not holograph. For suppose a deed to be written on five pages, that is, upon one full sheet, and one page of a second sheet, one has no more to do, but to throw away the first sheet altogether, and upon a new sheet, to fill up a writing very different from the true one.

Nevertheless, the Lords found as above, being of opinion, that the subscription of all the pages or sheets of a deed was not requisite *de solemnitate* by the act 1696.

Kilkerran, No. 9. p. 608.

No. 192.

1762. December 9. DUKE OF HAMILTON *against* DOUGLAS OF DOUGLAS.

The Lords repelled the objection to a sasine, that it was written bookwise and signed by the witnesses, only on the last page.

Fac. Coll.

* * This case is No. 40. p. 4358. *voce* FIAR ABSOLUTE, LIMITED.

No. 193.

Objection to a deed not mentioning the number of pages.—Not stamped.

1778. February 14.

JOHN M'DONALD of Braickish, *against* JOHN M'DONALD of Clanranald, and his TUTORS and CURATORS.

It was objected by Clanranald, to the validity of an agreement entered into between his father and M'Donald of Braickish, by which his father became bound to grant a lease for three nineteen years of the island of Canna to Braickish ;

Primo, That, although the deed is written book-wise, yet it does not mention, in the testing clause, the number of pages of which it consists ; nor are the pages numbered, both of which are required by the statute 1696, Cap. 15.

Secundo, It is not written on stamped paper, as required by the statutes 12^{mo} An. C. 9. § 21. 3d. Geo. I. C. 7. 30th Geo. II. C. 19. which provide, that certain deeds, such as charters, bonds, leases, &c. shall be written on stamped paper. Although it contains a clause, obliging the parties to extend it on stamped paper, that does not remove the objection. Action must be denied upon it, otherwise the revenue of stamp-duties would be disappointed altogether. Neither can the objection be taken off by stamping the deed. After production, and being founded on in judgment, no defect in the writing can be supplied.

Answered for the defenders, to the first objection : This deed is written only on one sheet of paper, and the testing clause commences on the end of second page.