

contrary; for if he was, the easy designation had not been omitted. One letter might perhaps have done it, without repeating the whole designation, and yet it falls out in this case, that a single letter may have that import as to make the bond either stand or fall. No. 156.

The Lords found, that the witnesses were not sufficiently designed; and therefore that the bond was null.

For Lanerk, *Dalserf.*

Alt. *Sir Wal. Pringle.*

Clerk, *Gibson.*

Bruce, p. 1.

SECT. VI.

Other Requisites.

1621. *December 11.* HAMILTON *against* SINCLAIR.

William Hamilton sometimes of Samuelstoun, having given his bond to Sinclair his mother, for payment of a certain yearly duty to her, so soon as he gets possession of the teinds of Swinton; whereupon he being pursued for payment thereof to her, compares and excepts, that the bond is null, because it wanted a date, viz. day, month, and year, and therefore could not produce any effectual action. The Lords repelled the allegiance, because the pursuer offered to prove by the witnesses inserted, the date and time of the subscribing thereof; and that the bond obliged the defender to make payment, how soon he became in possession of the teinds, whereas the pursuer offered to prove in his summons, that the defender became in possession thereof, before the years acclaimed from him by the pursuer in that pursuit.

Clerk, *Hay.*

Durie, p. 5.

* * The like found 15th January, 1662, Grant *against* Grant, No. 176. p. 11497.
voce PRESUMPTION.

1625. *July 22.*

A. against B.

The Lords found a tack of the teinds of Fintry null, because it was written *in substantialibus* five years for three years; and sicklike a sasine null, because it was

No. 157.

A bond sustained wanting a date, having a term of payment.

See No. 169. *infra.*

No. 158.