

1633. February 14. RANKIN against WILLIAMSON.

No. 288.

A ticket neither holograph nor having witnesses, cannot be sustained by referring to the defender's oath that the subscription is his hand-writing, because the obligation being null is not suppliable by any sort of proof, and therefore the verity of the debt must be *simpliciter*, referred to the defender's oath, and that it is still resting owing; which was, in this case the rather found, that the obligation was 25 years old and the money never demanded before.

*Durie.*

\* \* \* This case is No. 103. p. 16881.

1633. March 21. COW against CRAIG.

No. 289.

An infetment of annual-rent, signed by two notaries, at different times, was found homologated by the possession of the creditor for many years.

*Durie.*

\* \* \* This case is No. 46. p. 16833.

1634. February 11. CASSIMBRO against IRVINE.

No. 290.

In the like case to No. 288, the Lords found, That the defender might adject what quality he thought fit, and was not bound to depone *simpliciter* upon the verity of the subscription.

*Durie.*

\* \* \* This case is No. 46. p. 13233. *voce* QUALIFIED OATH.

1637. January 18. WOLF against SCOT.

No. 291.

A minute of a contract, wanting the date and the writer's designation, was sustained as a contract of marriage, the marriage having followed, and the pursuer condescending, that it was the hand-writing of her husband.

*Durie.*

\* \* \* This case is No. 268. p. 6064. *voce* HUSBAND AND WIFE.