

charges granted to tenants, which by long custom, through all the kingdom, use only to be subscribed by the landlords, without witnesses, and written with another hand. No. 210.

The Lords sustained the discharges, and would not put the tenants to prove, that they were truly subscribed, unless they were offered to be improved; in which case, though the indirect manner was wanting, they might be improved, by comparison of subscriptions, and other adminicles, wherein less would serve than in other improbations.

*Stair, v. 1. p. 469.*

\* \* \* The like found 24th March 1685, Glendinning against Glendinning No. 67. p. 9213. *voce* MUTUAL CONTRACT.

1667. July 27. PRESTON *against* SCOT.

A discharge by a master to his tenant is sufficient, though neither holograph nor having witnesses. It is not so where the discharges are granted by an annual-renter to an heritor.—See No. 21. p. 6322. and No. 7. 7181.

No. 211.

*Stair.*

This case is No. 63. p. 11397. *voce* PRESUMPTION.

1671. February 28. EARL of NORTHESK *against* VISCOUNT of STORMONT.

The Earl of Northesk pursues the Viscount of Stormont on this ground, that he having sent £100 Sterling to London, to the umquhile Viscount of Stormont, to be employed for household furniture, the most part thereof was not employed, and for instructing his libel, produces several missive letters of the Viscount's, one holograph, another having an holograph postscript, and a third written with another hand, which did state the account, and acknowledged the debt. It was alleged for the defender, that the only letter which had any special probation in it, was the last, which is not holograph. It was answered, that the subject matter being a sum sent for furniture, which uses not to be redacted in writ, the Viscount's letter subscribed by him, though not holograph, is sufficient to prove, for bills of exchange so subscribed, or letters among merchants are sufficient; and this letter being amongst noble persons in such a small particular, which requires not ordinarily writ, must be of the same force, especially seeing there are also produced two other missives not controverted, which *comparatione literarum*, are clearly the same with this letter in question.

No. 212.

It being libelled, That 100*l.* had been sent to the defender to buy furniture, and that most of the sum was not bestowed, and therefore being craved repetition; a missive letter, though not holograph, was sustained as a sufficient instruction of the facts.

The Lords found that this letter, though not holograph, was a sufficient instruc-