

poned, that the letter was written at the desire of both parties, and read over before signing, and the suspender did not appear to him to be drunk.

No. 231.

The Lord Ordinary, 14th July, 1746, "Having advised the depositions of the suspender and John Hamilton, writer of the letter, repelled the reasons of suspension, and, 6th December, refused a representation, in so far as it reclaimed against the letter's being at all binding, in respect it was admitted there was a previous communing, and that a letter was drawn up and signed by the suspender, and the suspender owing his subscription to the letter produced."

Pleaded in a reclaiming bill: That writings not signed before witnesses subscribing bore no faith, except in cases of bills, receipts to tenants, and holograph writs; and it was found, that a letter not holograph, was not sufficient to infer an obligation on the subscriber, though it related to the tocher of a married child, and was insisted on as coming in place of a contract of marriage, which was favourable, 25th February, 1728, Strachan against Farquharson, No. 227. p. 16978; and in a late case, wherein Muir of Cassincary was pursuer; it was found that a letter, the subscription whereof was acknowledged, but which was not holograph, could not produce action.

In the present case it was not admitted that the communing was agreeable to the conception of the letter, as it now appeared, or that there were orders to draw it up in these terms; so that the question came precisely to the point in law, Whether a letter not holograph were a binding obligation, when the subscription was owned.

The Lords refused the petition.

*Pet. Boswell.*

*D. Falconer, No. 149. p. 187.*

---

1748. June 28. NEILL against ANDREW.

The acknowledgment of the subscription to a missive letter renders the missive obligatory, though not holograph. *Vide PERSONAL AND TRANSMISSIBLE, eodem die inter eosdem, No. 84. p. 10406.*

No. 232.

*Kilkerran, No. 15. p. 612.*

---

1749. November 7.

ALISON against The REPRESENTATIVES of WILLIAMSON.

Williamson having in the year 1722 obtained a salt debenture from the custom-house at Kirkcaldy; indorsed the same blank to Henry Crawford, who transferred it as it stood to James Blair of Ardblair; and Blair having filled up his own name in the indorsation, transferred it to Alison in security of a debt.

No. 233.

Whether debentures, as they pass by blank indorsation, have