

The difference betwixt the name in the act, and that borne by the claimant, consists only of a letter ; and such small difference has been found of no consequence, as of Wakinshaw for Walkinshaw. No 8.

*Pleaded* for the claimant ; This case is precisely the same with that of General Gordon and Inverey, where the remaining part of the description fitted as exactly as here ; and the difference was of the christian name, whereon these gentlemen were held not attainted ; and these reasons were insisted on, as related by Peere Williams, the Reporter of General Gordon's case, that execution could not be awarded against Alexander, on an act attainting Thomas ; nor could a pardon to Thomas be available to Alexander, if he should be afterwards convicted : That there was in this family a second son, Donald, to whom the whole description applied, closer than to this claimant ; and it was not reasonable to fix on the addition, and drop the name, any more than drop the name and take the addition : A single letter might not be considered, when it did not vary the sound of the word, as in Walkinshaw ; but Ronald and Donald were distinct names, and considered as such in this act, where they both occurred.

*Observed*, That whoever was intended to be attainted by act of Parliament, was well attainted, however described ; but there behoved to be legal evidence of the intention : That it was improper to speak of a misnomer in an act of Parliament ; for if it appeared any person's name was mistaken, he would, notwithstanding, be reached by the act, the intention whereof behoved to take effect : That in the case of Lord Pitsligo, the whole description agreed to the man, only it was defective of his full title, and therefore he was attainted, as there was evidence he was intended by the act ; and here, if there had been no christian name, the description would have hit the claimant, which, as it stood, did not : That Donald Macdonald younger of Clanronald was attainted ; and, when he could be found, the act would have its effect against him.

A proof was led, that the claimant's name was Ronald : and it was also proved, he was ordinarily designed younger of Clanronald.

THE LORDS sustained the claim.

*Act. R. Craigie, Ferguson, & Lockhart.*

*Alt. Advocatus.*

*Fol. Dic. v. 3. p. 206. D. Falconer, v. 2. No 250. p. 307.*

1753. July 6. JAMES DALGLIESH against ROBERT HAMILTON.

DALGLIESH pursued a ranking and sale of the lands of Wester Abden, and called as the common debtor, 'George Hamilton cooper in London, son and apparent heir to the deceased George Hamilton of Wester Abden.'

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No 9.

In a ranking and sale the objection sustained that the common

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debtor was cited under a wrong christian name, though he was properly designed as to his profession and quality.

*Objected* for Robert Hamilton, another of the creditors on the estate of West-er Abden ; This sale cannot proceed, for that the common debtor is not called, his name being not George, but William, ' THE LORDS sustained the objec-  
' tion,' although it was *pleaded* for Dalgleish, that the description above nar-  
rated could not be applied to any other person whatever than the common  
debtor ; and that the certainty of the description ought to supply the error in  
the christian name.

Act. Garden. Alt. Brown. Clerk, Murray.  
D. Fol. Dic. v. 3. p. 205. Fac. Col. No 79. p. 118.

1795. February 17.

The DAUGHTERS of ALEXANDER DRUMMOND *against* The CREDITORS of  
MAY DRUMMOND.

No 10.  
An erroneous description of the ground of debt for which an heritable bond of relief is granted, does not annul the security.

In the ranking of Mrs May Drummond's Creditors, the daughters of Alex-  
ander Drummond, formerly British consul at Allepo, produced two bonds,  
for L. 200 each, granted by the said Mrs May Drummond, and their father, to  
Lady Jean Gordon ; the one dated 12th, and bearing interest from the 5th  
June 1761, and payable at Whitsunday 1762 ; the other dated 17th September  
1762, payable at Whitsunday 1763, and bearing interest from its date ; toge-  
ther with assignations to these bonds, in consequence of their having paid them  
to the creditor. They likewise produced an extract of an heritable bond of  
relief, dated 11th January 1765, with the infestment following on it, granted  
by Mrs May Drummond to Alexander Drummond, bearing, that the intention  
of it was to relieve him of their joint bond for L. 400, granted to Lady Jean  
Gordon, on the 19th September 1762, and of another debt to a different cre-  
ditor therein mentioned. Upon this interest they claimed to be ranked as he-  
ritable creditors ; insisting, that it was evident from the circumstances of the  
case, that this heritable bond was meant to apply to the two bonds above men-  
tioned ; and particularly, that the writer employed to make out the heritable  
security, had been led into a mistake, in describing the grounds of debt, by  
Lady Mary Drummond, daughter of, and manager for, Lady Jean Gordon, who,  
when applied to by him for information, had sent him the following note, which  
was preserved by him, and produced as his warrant for executing the heritable  
security in the terms above mentioned :

' The bond granted by Mrs May, and the consul, to my mother, is pay-  
' able to herself, and bears date, as I think, the 19th September 1762, is of  
' L. 400 Sterling, principal, with annualrent due from the date, at 5 per cent.'

The other Creditors, besides disputing the evidence of the fact,

*Pleaded* ; Supposing it probable that the heritable bond was meant to apply  
to the two bonds produced, still no heritable security can be supported, which