

that the year agreed upon was. from the 1st of November 1714 te the 1st of November 1715.

No. 326.

“ The Lords found Taynish liable only for the £5 10s, of principal, but not for interest.”

Act. *Advocatus.*Alt. *Ro. Campbell.*Clerk, *Justice.**Fac. Coll. No. 227, p. 419.*

1761. *February 2.* DAVID YOUNG *against* JAMES RITCHIE.

James Ritchie having pursued David Young for payment of a bond for £261 granted to him by David Young and Archibald Campbell, Young defended himself by bringing a reduction of the bond as forged *quoad* his subscription.

In these processes the instrumentary witnesses to the bond agreed in swearing, that when they signed witnesses to the bond, David Young was not present, neither was his subscription at the bond.

But as there were circumstances in the case which created a strong suspicion that Young had, at an after-period, though not before the instrumentary witnesses, signed the bond, Ritchie contended, That a proof of Young's subscription, though after the date of the bond, and not in presence of the instrumentary witnesses, would validate the bond. Young, on the other hand, contended, That the bond was null and void.

“ The Lords found the bond not probative.”

For Ritchie, *Lockhart, Advocatus et Garden.* For Young, *Ferguson, et Jo. Dalrymple.*

Clerk, *Justice.**J. C.**Fac. Coll. No. 13. p. 242.*

1772. *July 21.*

THOMAS CRICHTON and ANDREW DOW *against* PETER SYME.

Upon the 6th October, 1763, James Gordon, as principal, with Thomas Crichton and John Paton, as cautioners, granted bond to the society of wrights in Paisley for £10 Sterling.

Upon the 4th April, 1766, Gordon and Peter Syme subscribed a missive letter to Crichton, binding themselves, conjunctly and severally, to free and relieve him of the said bond. And, of the same date, they granted a missive to Andrew Dow, narrating, that Paton, the other cautioner in the bond to the wrights, had come under that obligation only upon condition that Dow should become surety for one half of the sums therein contained; and that, as Dow had accordingly granted said security, therefore Gordon and Syme are taken bound, jointly and severally, to relieve Dow of the security granted to Paton, and of all damages and expenses.

No. 327.

Subscription of party after subscription of instrumentary witnesses, and not in their presence, not valid.

No. 328.

Act 1681, C. 5. requiring witnesses, applies to all deeds, whether of importance or not; the act relative to such distinction being 1579, C. 80.

A cautionary obligation, in..