

construction; but where no such presumption appears from the deeds, it is altogether incompetent to offer a proof by witnesses. THE LORDS found, That from the legal import of the term heirs and assignees whatsoever, Archibald Douglas, as heir of line, was called to the succession; and found, That the parole-evidence offered to the effect of giving a different meaning to the said clause was not competent.

No 123.

Fol. Dic. v. 4. p. 156.

* * * This case is No 40. p. 4358: *vocce*. FIAR ABSOLUTE LIMITED.

1766. June 18. KENDAL & Co. against CAMPBELL of Inverliver.

IN a minute of sale of woods to a company, there was a reservation of a certain part. The seller insisted, that another part of the woods was also agreed to be reserved, and that it had not been valued along with the rest, though it was omitted in the reservation in the minute, and was not mentioned in a subscribed notandum afterwards added.

No 124.

How far a written contract can be supplied by witnesses?

This allegation he offered to prove by the witnesses present at the communing, and by the persons who had valued the woods; or, at least, by reference to the oath of the company's agent at the time, and who had himself an interest in the question, as having right to a proportion of the share of one of the partners, though he was no longer employed as agent for the company.

"THE LORDS having considered the minute of agreement, with the subscribed *nota bene*, posterior to the minute, and supplying an omission therein, but making no addition to the reservation; and also considering how dangerous it will be to cut down a written agreement, by parole-evidence, found the defender liable for the price of the whole woods in question."

Act. Ilay Campbell.

Alt. Lockhart.

G. F.

Fol. Dic. v. 4. p. 158. Fac. Col. No 36. p. 259.

1773. January 28.

ROBERT MAXWELL of Glenarm against WILLIAM BURGESS in Glenarm.

IN a charge for payment of rent, founded upon a tack, wherein the only mention made of houses was in a clause conceived thus; "and to keep up the dykes and houses on the said lands, and leave them in a habitable condition at the ish of the said tack, they being to be made so at his entry;" the reason of suspension was, that the charger had failed, in terms of the lease, to build a dwelling-house and office-houses upon the farm; and that the claim of rent was compensable with the expenses laid out by the suspender upon

No 125.

Parole-evidence not competent for proving any obligation against the tenant, other than what is contained in the tack.