

No. 178.  
bill, the alteration being made by the debtor himself, at the time of his accepting it?

was this: That, when the bill was presented to John Park, he did not refuse that he had agreed in terms thereof with the pursuer; but said, he only inclined to make the bill for the principal sum, for that he intended to pay up the interest, which amounted to £10, previous to the term of payment in the bill; and accordingly, with his own hand he changed the letters *s* and *x*, in the word *sixty*, into an *ff*, making the sum *fifty* instead of *sixty*, and then he accepted the bill, and sent it back to the pursuer; and that this alteration was demonstratively the operation of John Park himself, is undeniable, from comparing the letters altered with the bill itself, and subscription adhibited, as the alteration is done with the same mark and form of writing.

“ The Lords, in respect of the special circumstances of this case, particularly that it is not denied, that the alteration of the sum in the bill was made by the acceptor himself, and that, from ocular inspection, it appears that the sum has been lessened from sixty to fifty, which is in favours of the acceptor, sustain the bill to the extent of the said fifty pounds Sterling claimed; repel the objection thereto; and remit to the Ordinary to proceed accordingly.”

Act. *Armstrong*. Alt. *Currie*. Reporter, *Auchinleck*. Clerk, *Campbell*.

*Fac. Coll. No. 127. p. 344.*

No. 179.

1777. August 8.

MATHISON *against* DUFF.

Found that if an obligation is in the form of a missive, stamping is not necessary. See APPENDIX.

*Fol. Dic. v. 4. p. 412. T. MS.*

No. 180.

1778. February 14.

M'DONALD *against* ———.

Found, that an obligation to grant a lease must be stamped. See APPENDIX.

*Fol. Dic. v. 4. p. 412. T. MS.*

No. 181.

A letter not holograph found obligatory, the subscription being acknowledged.

1779. January 19.

DUNCAN CLARK *against* DAVID ROSS.

Walter Ross purchased in Scotland, and shipped for London, two cargoes of coals, upon commission, for Duncan Clark and George Ross, who carried on a coal trade in Company there. Before the arrival of the vessels at London, Ross and Clark had agreed to dissolve the Company; and Ross being desirous to have the property of both cargoes, Clark consented, on condition of his getting sufficient security, that he should not be liable for any part of the price.