

The Lords unanimously decerned against the defender, and found him liable in expenses. No. 337.

A similar judgment was pronounced, 3d February, 1796, Sinclair against Sinclair. See APPENDIX.

Lord Ordinary, *Abercromby*. Act. *Craigie*. Alt. *W. Erskine*.

R. D.

*Fac. Coll. No. 134. p. 307.*

1797. January 31.

ROBERT HENDERSON, *against* GEORGE WILSON and CATHARINE and CHRISTIAN MELVILLES.

The objection to a deed, that it did not mention the number of pages, repelled; because it bore that it was written on three sheets of paper, and that the eleven first sides were signed by the granter, and the last by the granter and witnesses.

No. 338.

*Fac. Coll.*

\* \* This case is No. 59. p. 15444. *voce* TAILZIE.

1802. January 12.

CRICHTON, Petitioner.

A testamentary deed being improbativè, not sustained as a conveyance of moveables.

No. 339.

*Fac. Coll.*

\* \* This case is No. 31. p. 15952. *voce* TESTAMENT.

1802. February 20.

HENDERSON *against* HAY.

A report on printed papers was made from the bill-chamber of a bill of advocacy, against a judgment of the Sheriff of Stirlingshire, admitting as a legal document of debt a bill of exchange, dated 7th of October, 1799, which seemed to have been first made payable at Martinmas 1780 years, and afterwards corrected, so as to be payable at Martinmas 1800.

The acceptor objected to payment of this bill, in as much as it was null, being vitiated, and therefore completely improbativè: Supporting his reasoning on the judgment of the House of Lords, in Lee, Rodgers, and Company against Murdoch Robertson and Company on 26th December, 1801. See APPENDIX.

No. 340.

A bill of exchange altered in the term of payment, admitted as a legal document; the alteration appearing to have been made merely to correct a mistake.

No. 340.

In answer, it was contended by the holder of the bill, that the material difference between that and the present case is, that the alteration by erasing the words "on demand," and substituting "one day after date," was acknowledged to have been done by the cashier of the Bank, the holder of the bill, and raiser of the action upon it; and it was likewise acknowledged, that the alteration had been made immediately before commencing the action, to found a claim for interest, which could not have been maintained on the bill as it originally stood. It was thus made long after the bill fell due, and without the approbation or knowledge of the accepters.

The Court were unanimous in considering, that the alteration was here made to correct a mere blunder or mistake, not by the drawer or holder of the bill, but probably by the advocator himself, who was also the writer of the bill; and this it was presumed was done at the very time of writing the bill.

Reporter, *Lord Justice Clerk.* For the Advocator, *Turnbull.* Agent *John Campbell, tertius.*  
Alt. Agent, *William Whyte.*

F.

*Fac. Coll. No. 23. p. 46.*

1803. January 18.

BREBNER Petitioner.

No. 341.

An informal missive sustained as a cautionary obligation.

George Brebner, manufacturer in Glasgow, was convened in an action before the Sheriff of Lanarkshire by the representatives of John Freeland and John Dowie for repetition of £142, 5s. 6d. paid by them to Anthony Lax. The claim was founded on the following letter:

*Glasgow, 8th December 1798.*

" Messrs John Freeland and John Downie,  
" Gentlemen,

" As I understand that you have been kind enough to become security for Timothy Fisher, dyer in Camlachie, to the satisfaction of his creditors, I am informed Mr. Anthony Lax of Sedbury, Yorkshire, is one of said Timothy Fisher's creditors; I hereby oblige myself to indemnify you to the extent of Mr. Anthony Lax's claim upon you for said composition, in case of your sustaining any loss by the said security.

(Signed) " GEORGE BREBNER.

" *Ebenezer Watson*, witness." *George D. Blaikie*, witness."

The Sheriff having sustained the defences, a bill of advocation was presented, 23d. December 1802; when a remit was made to the Sheriff, to alter his interlocutor, and to find the missive libelled on binding on the defender.

Against this judgment Brebner reclaimed,

Pleading: This writing is destitute of all the legal solemnities requisite for rendering it valid. It is not written on stamped paper; it is not holograph of the party; it does not mention the writer, nor the names and designations of the witnesses; nor