<u>Donation &c</u> was found not to be a binding obligation ye
in favour of the person whose sum was payable at such a
age, and did not Immediately procede the provisional clause
18 July 1712 E. Bute contra Halyburton of Pitcurr. Seeing the
blank part of the bond might have Contained a clause Eva-
cuating the same in a Certain Event: and the provisional
clause being subjected to all the obligations therein might hav
affected all Equally remote or Immediate. One of three Copri-
=cipals in a bond who paid the debt and got a discharge In-
=dorsed to himself and all Concerned, having taken away fro
the bond his own name and the Name of Another of the Co
=principals: the bond was not sustained to operate any Re-
lief to the payer against the third Coprincipal whose nam
was left Uncancelled 10 Decemb. 1709 Waddel contra
Douglass of Baads. Because the payers tearing his Name
from the bond when he was sufficiently secured by the In-
=dorsed Discharge, and not taking a discharge to himself wi
an assignation against the other two fellow debtors argued p
=ly, that he Considered himself as the only debtor without pr
=tending to Relief. Tearing away the Marginal Subscripti-
=on from the Joining of the first and second sheets of a Tailzie
did not Annull it, albeit the obligation to Resign procuratory
of Resignation, and lands were Contained in the first sheet be-
cause Subscribing is not Indispensably Necessary in priva
Voluntary rights, as it is in decreets Inhibitions and othe
Diligences. And farther, the Maker of the tailzie Considere
it as Valid, notwithstanding the Subscription was teared, s
some days thereafter signing a Revocation thereof except a
to a particular effect for which he declared it to subsist,
23 January 1708 Livingtoun contra Minzies & Livingtoun.
The Custom of Cancelling persons Names in a decreet again
debtors, and thereupon raising Diligence against the Rest wa
thought an Unwarrantable practice 10 Decemb. 1709 Waddel
contra Douglass. But scoring a Decreet in the Minute Book
for not payment of the dues, is no Nullity of the Extract 3 Ju
1708 Kinloch of Gilmorton contra Forbes of Tolquhon. Such
Scoring being No Act of a Judge. Besides it were too great a
trust to allow the Keeper of the Minute Book the powe
of Annulling all sentences in his hand by scoring at his
pleasure. Superinduction or interlining, whereby the sence
is not altered, but only made up is no ground of objection
Prosp. Farin. de falsitate & simulatione quest 153 n. 59
Stair lib. 4 Tit. 42 § 19 Vers. <u>Secondly</u>. Thus an Extrac
of

of an assignation Narrating three thousand five hundred Merks
to be due to the Creditor by some third party, and that the assig-
=ney had advanced to him a certain sum in lieu of the foresaid
sum of 3500 Merks, and that therefore the Cedent did assign him
to the said sum of 3000 Merks, and obliged him to Warrand the
assignation of 3500 Merks from his deeds done or to be done;
was sustained to Carry right to the whole 3500; Albeit that sum
was Interlined in the Dispositive Clause: But the Interlining
was found to be Unwarrantable and punishable 21 Decemb.
1709 Lyon contra E. Aboyn. A Gift under the great seal was
sustained, albeit the words per saltum were superinduced in
the Warrand, and some Material words therein scored: In res-
=pect the superinduced words were in effect in the warrand
in other words not superinduced, and the Margin subscribed
by the Keeper of the seal bore that the scoring was by order
of the Chancellor and Consent of the Donatary who had Most
Reason to quarrell it 4 feb. 1709 Cumming contra Vere Ken-
=nedy. A Receipt of Money superinduced to one subscription
in the blank page of an Account book, was found Null and
not Probative and the Writer [illegible] usher thereof fined and In-
carcerated 1 Decemb. 1705 Grieve contra Thomson. A Writ bear-
=ing an Ancient date is suspectæ fidei, if Writ upon a paper
Industriously sullied, to make it appear old, Unless it be ad-
=miniculated by authentick Relative Writs Stair ibid. Vers.
<u>Sixthly</u>. A Writ may be quarrelled as false or forged.

Whatever Writs do prove against any party, make
faith against his Representatives, and even against sin-
gular Successors in personal rights and in apprizings or ad-
judications within the Legal, and Infeftments for security
or payment of Money, which are satisfyed by Intromission
Stair ibid. § 11. But private Writs prove not against those
who did not subscribe them. Nor do even Judicial acts and
decreets Militate against those who were not parties therein:
quia inter alios acta aliis non præjudicant.

A Witness is a person called into a court of Justice, to
declare upon oath to the Judge, what he knows of the fact
under Examination Contested between the parties l. 11 ff. de
Testib. Proof by Witnesses which derives its authority from
the Word of God Matth. 18. 16. 2 Cor. 13. 1. is become a Common Rule in all
Civilized Nations for Determining Controversies Civil
and Criminal; <u>It being</u> Very Improbable that an Indifferent
person will perjure himself and take God to Witness a lie