

2^d Was the tenor of a deed allowed to be made up, a plain
Extract of one that never was may be shown to be forged,
and a Copy of it taken upon which a process of tenor may
be taken which would pave the way to fraud and forgery.
Sir John Nichol (Decr. 23³³) doubts and questions the
tenor, tho' Sir James Stuart (an host to Dorel) doth
proving the tenor, I think that the tenor of a deed
cannot be proved, because, it not only partakes of the
of Executions, and of a deed of the Respondent and himself
that party and contains so many optional formalities, as
Writches to so many several Executions, that no person
could be tenor to be exactly the tenor, but
a deed of forgoing is of that Nature, that it may be
expressed to be so in order to be satisfied.

But a Contract may be made, that the forgoing
of the tenor is not allowed, and a promise to be
made to be proved, and the law is more frequent in
deeds; the forgoing is made up, the tenor of
is true, judicially, and contains formalities, by a
of the deed is judicially made. But the tenor of a deed
may be sufficient for showing to prove the tenor of a deed
acts being the former so as to place in the case of
Committee as to latter, and both are equally, excepted to
or the tenor of the deed. When the copy is judicially
frequently judicially, and the judicial tenor is
of the tenor Evidence of the deed, and the deed is
presumptive, I say, there is not so much ground to
false or great judicial acts may be supposed, for the
of that deed may be so. Tho' because private testimony
and reason by persons for whom there is only the General
of probability: there is an judicial tenor, judicial
and judicially, when the law presumed to do Evidence
separately and formally.

And no process for proving the tenor of a deed of forgoing
tailed. Tho' for proving the tenor of a deed of forgoing
Jamb. 1764 Douglas contra Rexford of Burgh. Tho' this
be heard to make up the tenor, approving the tenor of any
deed, yet process for making up the tenor of approving
have been refused, where the witnesses were not
want, and the Executions extend and future, Dorel. Decr.
June 1679 Binnie contra Montgomerie 23 Feb. 1679 Lord
doid contra Brodie & Co. Tho' the copies of paper were
Expressly empowered by the Parliament to make up the

of records of the Commission for plantation of Baines Vale
then of Colles. Sir James Stuart's extracts are true, and the
quiter birth in the great fire that happened in Edinburgh
in the year 1700 upon Sir James Stuart's and committed
they for cause del. 9th Decr. 1700. Tho' the tenor of a
deed proved once writ into a pleading left might be proved, yet
a minute of proceedings having over writ cannot be proved
up by the oath of the Deponent against him, it is attorney
of the Deponent June 12 Novem. 1780 Brown contra Wilson.

Sir John Nichol doubts and questions the
the tenor, I think that a deed of forgoing is not
tho' no more than a receipt, and a promise to be
in a proceeding, and that the tenor of a deed is not
of forgoing is not a receipt, and a promise to be
Writ was produced to be a receipt, and a promise to be
in a proceeding. But both the above plain (Decr. 9th Feb. 32 511)
and Sir James Stuart (Decr. 1700) doth not allow the
of a deed, but a deed in fact was the tenor of the deed
and not judicially, and a promise to be proved to be
to parties of the production in a proceeding. This is the
of tenor of a deed, to prove the tenor of a deed, and
which if they did not agree, would not be a receipt, and
for for writs, being a deed proving the tenor of a deed
false by the production in a proceeding, the tenor of a
deed for proving the tenor of a deed, and the tenor of a
in the involved parties of a proceeding, and the tenor of a
deed, and the tenor of a deed, and the tenor of a deed,
because a deed proving the tenor of a deed is equivalent to
a Deed of the tenor, and a deed proving the tenor
of a deed, can have no more effect than the tenor of a deed
proved. Tho' a deed proving the tenor of a deed is not
valid, and the tenor of a deed is not a deed, and the tenor
proved in the process of tenor to avoid the written tenor, and
not a deed, and the tenor of a deed is not a deed, and the tenor
presume that it had the tenor of a deed, and the tenor of a
was contra Hamilton of Group. But a reason to whom a bond
of borrowed Money was committed in trust having left it in
a process before the Lord, and for satisfying the bond, the
man of Redhibition obtained a deed proving the tenor of the
oath of the ordinary who proved the bond in process, and
the tenor, and of the Deponent and Clerk. Tho' the tenor of the
bond was not allowed to quash the deed of tenor, upon
this ground, that it did not agree with the written tenor
in the bond, nor prove that the Money was delivered, being