

SECT. III.

Writer of the Deed.

1634. June 26. LORD JOHNSTON *against* EARL QUEENSBERRY.

No. 77.

The act 179, parl. 1593, requires, That the writer's name and designation be inserted in the body of the writ before inserting the witnesses. This act was found only to extend to obligations, contracts, and such like, not to *actus legitimi*, such as a sasine

Durie.

* * * This case is No. 37. p. 2718. *voce* COMPETENT.

1665. July 15. ROBERT SCOT *against* SILVERTOUNHILL.

No. 78.

Robert Scot pursuing a poinding of the ground, for an annual-rent, Silvertounhill compeared, and alleged possession, by virtue of a prior annual-rent, and that the pursuer's infetment was base, not clad with possession. For proving possession, Robert Scot produced discharges granted by the annual-renter to the heritor for the time, for himself, and in name of the tenants, which had witnesses, but designed not the writer's name; and being alleged to be null for want thereof;

The Lords ordained Scot to condescend upon the writer of the discharge in respect the annual-rent did extend to £80. and it did prefer one annual-rent to another.

Stair, v. 1. p. 399.

1675: January 7. LAIRD OF LUSS *against* EARL OF NITHSDALE.

No. 79.

A bond being alleged to be granted by the Earl of Nithsdale, *in anno* 1621, to one Colquhone and his wife, for 6000 merks; and a pursuit being intended thereupon; it was alleged, That the bond was most suspicious, being so ancient and nothing done thereupon; and in respect of other great presumptions, viz. the quality and condition of the said Adam when the said bond was granted, being

Uncertain
designation
of the writer
of the deed.