

No. 13. 1742, Dec. 21. WILLIAMSON against WILLIAMSON.

THE question was, Whether a bond of provision by a father to his daughters, written on three pages of one sheet of stamped paper, holograph, but only the last page (signed), is valid? 9th December, Delayed till Thursday.—21st December, The Lords repelled the objection, *me renit*. Kilkerran did not vote.

No. 14. 1733, Jan. 12. CREDITORS OF KINGSTORIE, *Competing*.

INHIBITION and adjudication being used in name of Kilravock's cedent and his own, when the assignations were not stamped, as the law requires, and thereupon these diligences being found null by a former interlocutor in this ranking; these writs are now stamped and the penalty paid. So the question was, Whether that can operate *retro* to sustain the former diligences? The Lords found it did, and repelled the objection, of which I greatly doubted.

No. 15. 1743, June 17. TRAIL against CHRISTIE.

THE question was, Whether a general discharge of all claggs, claims, bonds, bills, requires stamped paper, or could be pleaded in bar of a bill without being stamped? The President said that he believed a release in England required stamped paper, but that a receipt of the whole debt does not. Some of us wanted to see the resolution the Court came to after the stamp act, *inter quos ego*, though I thought it ridiculous to require stamped paper in a discharge of a bill or account that itself required not stamped paper. But it carried to repel the objection.

No. 17. 1744, June 26. SIR THOMAS CALDER'S CREDITORS against JAMES CALDER.

SIR THOMAS had got from Kilravock, &c. a right of pre-emption of the estate of Muirton, in case they should sell it, that he should have it at a price then agreed, and which, 1734, he made over to his son James, after he was insolvent. There had been certain processes at Sir Thomas's instance concerning that right, in which Sir Thomas was cast before the Session, which brought on a submission at London, wherein the son James submitted, as burden taker for his father, and arbiters decerned Kilravock, &c. to pay L.700 Sterling, and Sir Thomas and his son to grant a discharge of that right. The discharge was duly signed by Sir Thomas, and sent to London to be signed by the son, who sent it to his agent at Edinburgh, signed by him and the witnesses, with a direction for filling up the names and designations, and to deliver it upon payment. Sir Thomas's creditors arrested and pursued forthcoming, and Kilravock, &c. raised a multiplepoinding, wherein Lord Minto, Ordinary, 1st, found the money Sir Thomas's effects, and affectable and affected by his creditors: 2dly, He caused the agent produce the discharge, with James Calder's letter: 3dly, He ordered the clerk to fill up the blanks, but which was not done. But he made avizandum to us, whether it could be ordered to be delivered up to the creditors, or to Kilravock on payment to them of the