

annualrent, granted by the creditor to the cautioner in the bond, and insisted upon the same as a sufficient interruption. *Answered*, A holograph writ does not prove its date against third parties. *Replied*, The defender, in this case, is not a third party in the sense of the brocard. A discharge granted to a cautioner is equally available to the principal, and as a holograph receipt granted to a cautioner is a good proof of payment in every question with the principal; if it prove for him that payment was made, it must prove against him that interruption was made, because this very payment makes interruption. THE LORDS found the prescription interrupted by the holograph discharge. See APPENDIX. *Fol. Dic. v. 2. p. 260.*

No 510.

1743. *January 5.* NORRIS against HEIRS of SIR JOHN WOOD.

No 511.

ROBERT NORRIS pursued the Heir of Sir John Wood for payment of three promissory notes, not holograph, but signed in Ireland, which is there held sufficient. *Alleged*, That they were not probative of their dates; and therefore could not affect the heir, as being presumed on deathbed. *Answered*, That the *lex loci contractus* must be considered; and in England or Ireland such promissory notes would be considered as equivalent to bills of exchange. THE LORDS found the notes not probative of their dates against the heir, and that they could not affect the heritage.

Fol. Dic. v. 4. p. 168. G. Home.

* * * This case is No 27. p. 4466. *voce* FOREIGN.

S E C T. V.

Accounts, Account-books how far Probative.

1631. *January 20.* CREDITORS of BROWN competing.

No 512.

IN a competition of creditors upon a defunct's executry, one having no document for his claim, but an account ingrossed by the debtor in his count-book, the LORDS thought it hard to bring him in *pari passu* with others who had more formal documents, but declared, that if he could prove the delivery