

No. 2. where it certainly and legally appears who was the person meant ; and that was the case of Lord Pitsligo, which though it was not the title in his patent, yet it was the name he was universally known by, that he assumed to himself in the most solemn deeds, and that was commonly given to him even in the records of Parliament, and that therefore agreed wholly to him, and to no other, which was legal evidence of the person intended by the act ; none of which they applied to this case, where the two names are as truly different as Thomas and Alexander were in the case of Auchintoul ; and that known to the Legislature, for both names are contained in this very act ; and therefore, though I was of the minority in this Court in the case of Pitsligo, yet I was for sustaining the claim. (See DICT. No. 8. p. 4162.)

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1752. December 26.

SHARP of Hoddam *against* CREDITORS of MOSSKNOW.

No. 3.

A BOND by a principal and cautioner in 1683, whereon inhibition followed, and corroborated by the cautioner, and the interests accumulated both in 1699 and 1703, the inhibition was objected to, that it proceeded on a bond that was null and void, for that there were in it but two cautioners, (witnesses) whereof one was John Agnew, brother-german to William Irvine of Bonshaw, whereas no such person was in being. Answered, It was only an error in designing him brother-german, when he was truly brother-in-law, which could not annul the bond ; *2dly*, Irvine of Bonshaw's brother may have changed his name to Agnew ; *3d*, Homologated by the two corroborations. We found the bond and inhibition void and null, unless the creditor would prove that such was the witness's name and designation. We thought the inhibition might stand or fall with the original bond, whatever became of the corroborations ; and, *2dly*, That these corroborations would not bind the cautioner, if the original bond was void as to the principal.

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1753. July 5. CREDITORS of LORD RUTHVEN, *Competing*.

No. 4.

IN 1732, James Ruthven of Ruthven granted bond to the College of Glasgow under that designation ; but in 1733 or 1734 he first took the title of Lord Ruthven, and then granted his bonds under that name. The creditors adjudged, and the College's adjudication, which was the first, was

from James Ruthven of Ruthven. Mr Moncrieff was not within year and day of the College, and therefore objected that the adjudication was null, or otherwise that the other adjudications where he was designed Ruthven were null. But the Court repelled both objections, and sustained all the adjudications.

No. 4.

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1753. July 6. PROVOST HAMILTON *against* DALGLIESH.

No. 5.

A PROCESS of sale against *William* Hamilton, but erroneously called in the summons and executions *George*, and founded on an adjudication against him labouring under the same defect; we sustained the objection and found no process. (See DICT. No. 9. p. 4163.)

See Lord Pitsligo's Case, Cluny Macpherson's Case, Lochiel's Case, *voce* FORFEITURE.

See Barisdale's Case, (in the Notes.)

See NOTES.