

1728. February. DUKE of MONTROSE against GRAHAM.

No. 228.

A contract of marriage, bearing date since 1681, in which the witnesses were not designed, was found null, though marriage had followed upon it; and the defect was not allowed to be supplied by a condescence of the designations. See APPENDIX.

Fol. Dic. v. 2. p. 546.

1739. January 16. CRAWFURD against WIGHT:

No. 229.

One having become bound by a missive letter not holograph, as cautioner for the rent of a house during the tacksmen's possession, and being pursued before the Bailies of Edinburgh upon the said letter, the Bailies found that the letter, not being holograph, was not obligatory; whereupon the pursuer having referred his allegation to the defender's oath, and the defender having deponed, that he had agreed to be cautioner for one year only, but having in his oath acknowledged his having subscribed the letter, adding that he had signed it without reading that part of it which bound him during the tenant's possession, the Bailies "Found him liable for the whole years in terms of the letter."

A missive letter not holograph found probative, the party acknowledging his subscription.

In a suspension of this decree, "The letters were found orderly proceeded," though several of the Lords were of a different opinion.

See this decision justified, December 20, 1746, Foggo against Milliken, *infra*.
Kilkerran, No. 3. p. 605.

1739. December 18. GOODLET-CAMPBELL against LENNOX.

No. 230.

A missive letter of credit acknowledged to be subscribed by the party, though not holograph, was found obligatory, being *in re mercatoria*.

A missive letter not holograph, acknowledged to have been subscribed, found obligatory *in re mercatoria*.

This was a letter wrote by one country gentleman to another, recommending one as a sufficient merchant for his victual; and so was in effect *in re mercatoria*.

Kilkerran, No. 5. p. 606.

* * See C. Home's report of this case, No. 171. p. 16932.

1746. December 20. FOGGO against MILLIKEN.

No. 231.

Foggo pursued Milliken for payment of the rent of a farm for the crops 1740 and 1741 upon his missive letter, whereby he had not only become bound, that

A missive letter not holograph