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where the right had been restricted to a bare liferent, yet, in a question involving the security of land rights in Scotland, and on which the whole profession of the law in that kingdom appear to feel so strongly, that an adherence to received and established opinions is of such importance to the security of family settlements, and to the peace and quiet of individuals, I dare not say to your Lordships that the interlocutors complained of are not well founded; but while I move that they be affirmed, I feel myself constrained to add, that, under all the circumstances, the appellants were perfectly justified in bringing the matter before this House, and that there is no ground whatever for subjecting them in the costs of the appeal.

*Appellants' Authorities.*—Carnslaw, Nov. 25. 1705, (Dalr. No. 64. p. 82.); Gerran, June 4. 1781, (4402.); Grays, Feb. 25. 1773, (4210.); Boyd, June 28. 1774, (3070.); Turnbull, July 28. 1778, (4248.); Newlands, July 9. 1794, (Bell's Cases, 54. and 4294.); M'Intosh, Jan. 28. 1812, (F. C.)

*Respondent's Authorities.*—Thomson, Feb. 4. 1681, (4258.); Veitch, July 9. 1630, (4256.); Wemyss, Feb. 10. 1672, (4257.); Creditors of Pringle, June 2. 1714, (4261.); Frog, Nov. 25. 1735, (4262.); Lilly, Feb. 24. 1741, (4267.); Douglas, July 7. 1761, (4269.); Cuthbertson, March 1. 1781, (4279.); Lindsay, Dec. 9. 1807, (No. 1. App. Fiar).

M'Dougal and Callender—J. Richardson,—Solicitors.

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No. 20.

## James Reid, Appellant.

## Robert Hope and Others, (Hope's Trustees), Respondents.

*Compensation—Legacy—Proof.*—A party having brought an action for payment of a legacy, and compensation being pleaded on an illiquid debt;—Held, (reversing the judgment of the Court of Session), That there was not satisfactory evidence of the debt on which the compensation was founded.

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Lord Alloway.

The appellant, James Reid, nephew of Robert Hope in Newton, became bankrupt, and his estates were sequestrated in 1807 on his own application, with concurrence of his uncle, who was a creditor for L.544. 10s. He settled with his creditors by a composition of 3s. per pound, for which his uncle became cautioner to the extent of 2s. 6d. per pound. Subsequent to this discharge, his uncle executed a deed of settlement, by which he conveyed his whole effects to the respondents, as trustees and residuary legatees, subject to the payment of various legacies. Among others, there was one in these terms:—' To each of James (the appellant) and Charles Reid, my

'nephews, and children procreated of the marriage between the 'deceased William Reid and Mary Hope, my sister, the sum of 'L.600;' and in bequeathing another legacy to another nephew, he stated, that it was to be 'in addition to the money he has 'already received from me;' but there was no such declaration relative to the legacy bequeathed to the appellant. All the legacies were declared to be payable at, and to bear interest from a year after the day of his death. He died on the 23d of December 1816, and on opening his repositories there was found, tied up with his papers, the following document, in his own hand-writing, but subscribed by the appellant:—'Newton, 22d 'May 1809.—Having settled accounts, of this date, betwixt 'Robert Hope in Newton, and James Reid in Druid of Old 'Fasklee in Perthshire, and he is owing to me, Robert Hope, 'L.557. 7s. 5½d. JAMES REID.' On the back there was written by Hope these words:—'Settled account betwixt James 'Reid and Hope, L.557. 7s. 5½d.' This document had evidently formed part of a larger piece of paper, the top part of which had been cut away; but it was alleged by the respondents, that it was so mutilated when found in the repositories.

For payment of the legacy so bequeathed to him, the appellant brought an action against the respondents, as trustees of his uncle. In defence, they founded upon the above document, and pleaded compensation upon the sum there mentioned, with the subsequent interest, which exceeded the L.600 bequeathed to the appellant.

In explanation of the document, the appellant stated, that after he had been discharged, his uncle being desirous to have a note of the sums which he had advanced to him, made out an account, and got the appellant to subscribe it; but that it was not his uncle's intention to keep up the debt against him, which indeed had been discharged, and that he had satisfied him for a part of the composition subsequently paid by him, by delivering to him a valuable horse. But independent of this explanation, he pleaded in point of law,—

1. That as the document was not probative in terms of the statute 1681, c. 5., and was not of the nature of a privileged writ, it could not be received as legal evidence of the existence of a debt.

2. That besides, as it was ex facie mutilated—there being only a part of it produced—it could bear no faith in law, and that it was not a sufficient answer to say, that he admitted his signature,

May 6. 1825. the more especially as that admission was qualified with the denial of the existence of the debt.

3. That there was no evidence that it was the intention of his uncle that the legacy of L.600 should be imputed in extinction of any debt which might be due to him, and that the presumption rather was, that he meant to bequeath it purely to the appellant.

On the other hand, it was contended by the respondents,—

1. That the document was of a nature which did not require to be tested in terms of the statute, and that as the appellant admitted his signature, it was good evidence of a debt being due by him.

2. That as the acknowledgment was in itself entire, and the document was found in the repositories in the state in which it still was, and as the appellant did not pretend that it had been qualified by any counter declaration, it was effectual against him. And,—

3. That as it was dated subsequent to the discharge under the sequestration, and acknowledged the existence of a debt; and as the amount of it corresponded nearly with the legacy, the presumption was, that as the legacy was bequeathed posterior to its date, it was intended to extinguish the debt; and, at all events, they were entitled to plead compensation.

The Lord Ordinary, 'in respect the subscription of the pur- 'suer to the document No. 3. of process is not denied, appointed 'the pursuer to give in a condescendence of the facts he alleges 'and offers to instruct with regard to the account to which the 'said document relates.'

On advising that condescendence, with answers, his Lordship found, 'that the legacy pursued for is compensated by the pur- 'suer's acknowledgment of the balance due upon settling 'accounts with Mr Hope on the 22d May 1809;' and therefore assoilzied the respondents.

Against this judgment the appellant lodged a representation, on advising which, with answers, his Lordship issued this note: —'The Lord Ordinary thinks that this case is attended with 'difficulty. The pursuer's debt to Mr Hope, at the period of 'his sequestration, which is ascertained by the amount for which 'he was ranked in 1807, so nearly corresponds with the amount 'contained in the document founded on, that there is the greatest 'presumption it is the same debt, and that Mr Hope had made 'out that note merely to shew the amount of the sum he had 'lost by the pursuer.

'2*d*, If this could be believed, it is impossible to think that 'Mr Hope intended to do his nephew such injustice as to claim 'full payment to himself, when he had accepted of 3s. per 'pound, and a full settlement had been obtained with all the 'creditors upon that footing.

'3*d*, This document being also dated about fifteen months 'prior to the settlement, if Mr Hope had intended that the legacy 'should have been compensated with that debt, he hardly could 'have failed to have mentioned it, or to have put it in the form 'of a legatum liberatorium; and his not having mentioned it 'at all, the Lord Ordinary thinks, rather affords a presumption, 'that he had never intended that jotting to interfere with the 'payment of that legacy.

'4*th*, It is an objection that the jotting is not probative: 'Upon looking at the jotting, it appears that there has been 'some writing or account above what remains. The Lord 'Ordinary wishes to know, whether there is any account in Mr 'Hope's books relating to this debt, or any notice taken of the 'account betwixt these parties, and whether the debt rests solely 'upon that jotting?

'The defenders' construction of the latter cases, the Lord 'Ordinary conceives to be sound; but these cases all proceeded 'on the ground, that matters were not entire, and that no party 'was entitled to deceive another who had clearly acted upon the 'faith of the missive by means of which the transactions alluded 'to had been accomplished; but quomodo constat, that Mr 'Hope had been deceived by that informal missive, or that he 'had been induced to grant the present legacy in consequence 'of it. The Lord Ordinary wishes to hear Counsel upon the 'points above stated.'

Thereafter, on hearing parties, his Lordship, for the reasons stated in the above note, recalled his interlocutor, and decerned in terms of the libel.

The respondents then represented; and a letter from Mr Hope, restricting his debt claimed under the sequestration to the composition, having been produced, his Lordship pronounced this interlocutor:—'In respect that the debt due to the late Mr 'Hope previous to James Reid's sequestration was discharged, 'and Mr Hope's claim upon that debt was limited by his own 'letter of 27th May 1807 produced, and by the discharge to 'Reid upon the composition to 3s. per pound, his executors can 'only claim compensation upon the amount of that composition, 'and upon any advances made by Mr Hope to Mr Reid after

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Against this interlocutor the respondents presented a petition to the Court, who, on advising it, with answers, adhered. A second reclaiming petition was then presented, accompanied by various letters and accounts, with a view to instruct the existence of a debt of the amount alleged; and the Court thereafter remitted to an accountant to report, 'whether the balance specified 'in the pursuer's writing of 22d May 1809 arose from debts 'contracted before, or from debts contracted after, the discharge 'in the pursuer's sequestration.'

The accountant having reported, that, from the books of the trustee under the sequestration, from letters both from him and the law-agent, and other documents, he was of opinion that the debt had been contracted subsequent to the discharge, the Court altered the interlocutors complained of, and assoilzied the respondents; and to this interlocutor they adhered on the 17th June 1823.*

Reid then appealed; and, besides the pleas formerly maintained, he contended, that as the evidence relied on by the accountant, and to which the Court had given effect, consisted of the writings of third parties, they could not be available against him; and therefore the question came to be, whether the document of 22d May 1809 was effectual to establish the debt.

On the other hand, the respondents maintained, that it was competent to refer to that evidence, to shew whether the debt there acknowledged had been contracted prior or subsequent to the discharge; and that, as it was proved that it had been incurred subsequent to it, they were entitled to be assoilzied.

The House of Lords ordered and adjudged, 'that the interlo'cutors, so far as complained of, be reversed; and it is further 'ordered, that the cause be remitted back to the Court of Ses'sion, to repel the defences, and to decern.'

Lord Gifford.—My Lords, There is another case which stands for your Lordships' judgment, which is certainly attended with some difficulty and complication. The appeal arises out of an action brought by the present appellant, Reid, against the respondents, who are the executors and trustees of a person of the name of Robert Hope, to recover from them a legacy which had been left to the appellant of

* 2. Shaw and Dunlop, No. 384.

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L. 600. Of the fact of that bequest there is no question at all. The defence made to this demand, was a plea of compensation, founded upon a document which, they alleged, proved that the appellant stood indebted to the testator in a sum more than equal to the legacy bequeathed to him. They did not dispute this legacy; but they stated, that they were ready to prove that this legacy was one that was compensated by the appellant's debt to the testator—that appeared from a settlement of accounts which had taken place between them in May 1809; that the pursuer at that time owed Mr Hope L. 557. 7s. 5½d. and that no part of it was ever paid; that this, with interest, exceeded the amount of the legacy, and that the suit ought therefore to be dismissed. They founded this defence on a document discovered in Mr Hope's possession after his death, which was dated the 22d May 1809, and which was in these words:—'Having settled accounts of 'this date, betwixt Robert Hope in Newton and James Reid in Druid 'of Faskalie in Perthshire, and he is owing me, Robert Hope, L. 557. '7s. 5½d. (Signed) JAMES REID.' My Lords, this document was a piece of paper which was produced at the hearing, which was evidently part of a larger paper, and on which larger piece of paper there had been some writing; and it was stated on the part of the appellant, that that other writing was an account which had been drawn out at that time, and which, it was insisted, related to a transaction between him, and him only, respecting a sequestration of his effects in the year 1807; and that, therefore, it was not entitled to the effect attempted to be given to it at the Bar.

My Lords,—The Lord Ordinary, when the case first came before him, pronounced an interlocutor, by which he found, that the legacy pursued for is compensated by the pursuer's acknowledgment of the balance due upon settling accounts with Mr Hope on the 22d May 1809; therefore assoilzied the defenders from this action, and decerned. In consequence of a representation having been lodged for the appellant, which was followed by answers, the Lord Ordinary pronounced another interlocutor on the 16th November 1819, in these terms:— 'The Lord Ordinary having considered the representation, and answers 'thereto, and whole process, appoints the case to be enrolled, and the 'respondents to be then ready to state, whether there are any entries 'whatever in Mr Hope's books relating to the debt alleged to be due 'by the pursuer, and if there are any accounts whatever betwixt the 'parties entered in Mr Hope's books; and appoints parties to be then 'heard on the merits of the case.' And then there is a note stating this: 'The Lord Ordinary thinks that this case is attended with diffi'culty. The pursuer's debt to Mr Hope at the period of his sequestra'tion, which is ascertained by the amount for which he was ranked in '1807, so nearly corresponds with the amount contained in the docu'ment founded on, that there is the greatest presumption it is the same 'debt, and that Mr Hope had made out that note merely to shew the

May 6. 1825. 'amount of the sum he had lost by the pursuer.' Then he went on with various other observations.

On the 29th of February 1820, the Lord Ordinary pronounced another interlocutor: he then altered the former interlocutors altogether, and decerned in terms of the libel; he recalled his interlocutor of 22d June 1819, and pronounced that I am stating to your Lordships. The respondents submitted that judgment to review in a representation, along with which they produced a list of debts holograph of the testator, and titled upon the top 'An account of cash owing Robert Hope, 'August 1810,' to the amount stated in this document. My Lords, the representation having been advised with answers, the Lord Ordinary, on the 6th June 1820, pronounced this interlocutor: 'The Lord 'Ordinary having considered this representation, with the answers 'thereto, together with the whole process, In respect that the debt 'due to the late Mr Hope, previous to James Reid's sequestration, 'was discharged, and Mr Hope's claim upon that debt was limited, by 'his own letter of 27th May 1807, produced, and by the discharge to 'Reid upon the composition, to 3s. per pound, his executor can only 'claim compensation upon the amount of that composition, and upon 'any advances made by Mr Hope to Mr Reid after the period of his 'discharge; and allows an account of the sum claimed in compensation 'in this view to be lodged.' So that he then took a middle course:—he did not think that the case had been made out for compensation in toto; but he thought, that Mr Hope himself being a creditor under that sequestration, was entitled still to be considered a creditor to the amount of 3s. in the pound, and then he permitted evidence to be given of any advances made by Mr Hope to Mr Reid after the period of his discharge.

My Lords,—That judgment was not satisfactory, and it was brought before the First Division of the Court of Session; and by their first interlocutor they adhered to the Lord Ordinary's interlocutor reclaimed against, but found the petitioners not liable in the expenses of process. Afterwards, however, on the 13th of June 1821, upon resuming consideration of these matters, in consequence of the proceedings which had in the mean time taken place, the respondents having stated, that they had recovered a document by which they could shew satisfactorily that this debt was still justly due, and some decisive and important evidence as to the advances made by Mr Hope for the pursuer after the sequestration, the Court of Session pronounced this interlocutor:—'The Lords having resumed consideration of this peti'tion, and advised the same with answers thereto, they, before an'swer, remit to Mr John Stuart, accountant, to examine the whole 'writs, vouchers, and documents in process, and the relative pleadings 'of the parties, and report his opinion to the Court, whether the 'balance specified in the pursuer's writing of 22d May 1809, arose 'from debts contracted before, or from debts contracted after, the dis'charge in the pursuer's sequestration; authorize and empower the said

'accountant to take the pursuer's declaration with regard to all particulars pertinent to the matters at issue between the parties; and to 'call on both parties for all proper explanations, and also to call on 'both parties for all such farther writings and documents as he shall 'judge material for enabling him to frame his report.'

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My Lords,—In consequence of that it was referred to an accountant, who has produced certainly a most elaborate report, which, I should state to your Lordships, appears to me to be a report not merely on the state of the accounts, but on the state of the law, and the propriety of these demands on the one side, and the counter-claims on the other: however, his judgment finally was, that though he could not make the sum stated in this paper, namely, L. 557. 7s. 5½d., he could make up a sum altogether satisfactory to himself, in which there was indebted to Mr Hope L. 454. 8s. 9½d. That, your Lordships will perceive, is L.102. 18s. 8d. less than the L. 557. 7s. 5½d.; and he says, that instead of the debt, most probably stated on just grounds in the memorandum as L. 557. 7s. 5½d., it may be sufficient to bring forward the principal sum for which sufficient documents have been found, amounting to L. 454. 8s. 9½d.; and then he submits to the Court, that having made out L. 454. 8s. 9½d., that, with the interest upon it for ten years, comes to much more than L. 600, namely, L. 662. 13s. 9½d. which exceeded the L. 600; and the Court, before whom this report was brought, being of opinion that it was satisfactorily made out that there was this sum due from the appellant, altered the interlocutor reclaimed against, sustained the defences for the defenders, assoilzied them from the conclusions of the actions against them, and decerned; and against that interlocutor the present appeal is brought.

I think it must appear to your Lordships, from what I have stated, that it is evident the Court of Session, and the Lord Ordinary after his first interlocutor, were of opinion that the document referred to entitled the respondents to claim, as against the appellant, the amount stated. A question was raised as to the nature of some of the sums, it being alleged that Mr Hope was very kind to his nephew; and another question raised upon that document referred to was, whether it did not relate to transactions before his discharge in the sequestration? The Court referred it to the accountant to inquire whether this balance, specified in the pursuer's writing of the 22d May 1809, arose from debts contracted after the discharge in the pursuer's sequestration. So far from confining himself to that, as I have stated to your Lordships, he has gone into a most elaborate discussion of the whole question, and has reasoned very ably upon the probabilities of the case, and concerning the documents produced before him—extracts from letters, written not by Mr Hope the deceased, or by the appellant, but from the very proceedings under the sequestration—correspondence between the trustees under the sequestration with Mr Hope, and also letters written by the trustees to another person, and other documents, —he has endeavoured to make out, that those sums, amounting to

May 6. 1825. L. 454. 8s. 9½d. had been advanced by Mr Hope for the benefit of his nephew, and advanced, not as a gift from him to the nephew, but as a loan, for which the nephew was ultimately responsible.

I have observed to your Lordships, that the interlocutor of the Court of Session confined him in his inquiries to the period of the discharge in the pursuer's sequestration. Now, certainly, with respect to the first sum in this account, L. 235 and a fraction, although it was after the sequestration had issued, yet the advance was before the discharge in the sequestration; that was not till October 1807, and this supposed advance was not till the month of March and April preceding. I mention that only to shew, that the accountant (and as his report has been confirmed by the decision of the Court of Session, I suppose they thought he was right in so considering) thought he was entitled to go into the whole of the period from the sequestration, without confining to the period of the discharge; and therefore, taking that in as the period, he has gone into all this evidence to shew that there was this sum due.

My Lords,—I have stated to your Lordships it is not my intention to go minutely through the different sums stated here. The way in which this debt is attempted to be fixed upon the appellant is, as I have stated to your Lordships, through the medium of a written document, dated the 22d of May 1809. It appears, that after the sequestration was issued, the sum of L. 235 was wanted in order to discharge certain bygone rents, and the expenses of the sequestration; but how it appears that that sum was afterwards paid by Mr Hope, or how it was paid, I must confess, looking at this evidence as a Judge, I cannot obtain satisfaction. What my suspicions upon the subject may be, it is unnecessary for me to state; but really the question in this case is, whether, upon the evidence before the accountant, there is sufficient proof to satisfy a Judge judicially, that a debt to this amount was contracted by the appellant to the deceased Mr Hope? My Lords, there is no account whatever produced, no settled account produced, nor any statement of accounts, by which it can be shewn that that advance was made by Mr Hope, or even acknowledged to have been made on his part; and the same observation applies with respect to the sum of L.86. 6s. which is made up of certain sums alleged to have been remitted to the trustee, for paying the composition on the 4th of December 1807. This appears in an account kept by Mr Laing, who was employed in the business relative to the pursuer's sequestration and composition, in which he says,—'Charges for business relating to the 'pursuer's sequestration and composition, from 7th February 1807 to '18th March 1808, L.51. 9s. 8d.; Remittance made by him to the trus- 'tee, for paying the composition, 4th December 1807, L.86. 6s. 1½d.;'—making altogether, on Reid's account, L.137. 15s. 3½d. against this appellant,—that these sums were advanced by Mr Hope on his account, and that constitutes a debt against him. Now it appears, that when this sequestration was entered into, this old gentleman was cau-

tioner for his nephew for the composition; and it is stated, that he afterwards gave him a discharge for the amount he had paid, receiving from him certain effects. There is no account whatever, certainly, on either side, of the amount and value of the effects; therefore, whether Mr Hope was indemnified by those effects, or whether he advanced this money out of his own pocket, does not appear.

My Lords,—I must confess I look at this case with great anxiety, particularly after the fluctuating decisions of the Court below; at one time deciding adverse to the appellant, at another time again deciding in his favour, and then a middle course having been taken. But then, when I see that the Court of Session were of opinion, as appears from their instructions to the accountant, that it must be made out before your Lordships that those advances had been made by Mr Hope after the period of the discharge in the sequestration, it comes at last to this, whether, looking at the accountant's report, and examining the evidence which he has stated in that report, you can be judicially satisfied that a debt, to the amount of L.600, or to any amount, has been constituted by regular, decisive and proper evidence, against the appellant. My Lords, as I have said before, whatever my suspicions may be upon that subject, considering the situation of Mr Hope and the parties; yet, at the same time, the question I have put to myself on looking over this evidence—which I have done several times since I had the honour of hearing this case, and which I have examined the more anxiously when I found that evidence was satisfactory to the Court of Session—is, Whether, looking at this evidence, I can conscientiously say, that it satisfies me judicially that there is that clear decisive evidence given before the accountant, by which a debt has been constituted on the part of Mr Hope against the appellant Mr Reid?

My Lords,—I cannot say that it does. I will not go into the question, which was very ably argued at your Lordships' Bar, What degree of evidence would be sufficient to sustain the claim of composition? But it was agreed on all hands, that to establish a debt in a cross action, (if I may use the expression), the clearest evidence was requisite with respect to the compensation. It appears not to be a plea very much favoured by the Courts in Scotland, and Mr Erskine (3. 4. 16.) says, 'Compensation 'is not regularly receivable where the debts upon both sides are not 'clear beyond dispute; they must be ascertained either by a written 'obligation, the oath of the adverse party, or the sentence of a Judge. 'Though the foresaid Act 1592 requires that all grounds of compen-'sation be instantly verified, yet, by our uniform practice for near a 'century, which seems grounded on the Roman law, if a debtor in a 'liquid sum shall plead compensation upon a debt due by his creditor 'to him, which requires only a short discussion to constitute it, sen-'tence is delayed ex æquitate against the debtor in the clear debt, 'that he may have an opportunity of making good his ground of com-'pensation, according to the rule, " Quod statim liquidare potest pro

May 6. 1825. 'jam liquido habetur."' However, my Lords, as I have stated to your Lordships in this case, I do not at all enter into the question, whether this is that sort of debt constituted in detail, which would be available by way of compensation; for I think the parties must, by inquiry before the accountant, and by the proceedings in the cause, be considered as having admitted this would be a debt, which would be proper matter of consideration in that character, if proved. But then, the question presents itself, Whether this debt is actually so proved? and I say upon that, I am to look at this case as if it were an action brought by the respondents, the representatives of Mr Hope, against the appellant, Mr Reid, for this, as a debt due to him. And can I, looking at it in that view, say, that this evidence satisfies my mind that such a debt was due? It is only necessary to refer your Lordships to the accountant's report, to shew the difficulties of the case. He there states, that the facts of the case appeared to be involved, and to require considerable pains in coming to an explanation, particularly in consequence of the death of the principal party, and other circumstances to which he adverts. It is sufficient to state, that the accountant laboured under very great difficulty; at the same time, he at last came to a result satisfactory to himself. As to this sum of L. 454, he says that is proved most satisfactorily, and that that, with the interest, would carry the debt due from the appellant beyond the amount of the legacy. As I have already stated to your Lordships, after a most anxious consideration of this case, I cannot come satisfactorily to that conclusion; and, if the case be doubtful, then I apprehend that the appellant is entitled to his legacy. The case, if stated at the highest, I think, cannot but be considered to rest on very doubtful evidence; and therefore, after a very anxious, and, at the same time, I have no hesitation in saying, a very painful consideration of this case, where I find my opinion opposed to that of the Court of Session—(but I apprehend I am bound to state to your Lordships what my opinion is upon the whole of the case); that opinion being, that these interlocutors ought to be reversed, and that there ought to be a judgment in favour of the appellant—I am compelled to move your Lordships that the judgment be reversed.

*Appellant's Authorities.*—(1.)—1681, ch. 5.; and cases in Morr. Dict. 17,022, 17,026, 17,029; 3. Ersk. 2. 24.—(2.)—4. Stair, 22. 10.; 3. Ersk. 2. 20.; Murchie, July 1. 1796, (1458.); Merry, Feb. 6. 1801, (No. 13. App. Writ); Bryce, Nov. 16. 1810, (F. C.)

*Respondents' Authorities.*—(1.)—Crawford, Dec. 16. 1739, (16,979.); Foggo, Dec. 20. 1746, (16,979.); Neil, June 8. 1748, (10,406.); Brown, Nov. 28. 1794, (17,058.)

Spottiswoode and Robertson—J. Richardson,—Solicitors.