Dickson, non constat the bonds pursued for are those assigned; for Mr. John Dickson might have been creditor to the Marquis of Tweddale and Lord Yester by assignation to their bonds. No. 152.

The Lords found, That Mr. John Dickson was sufficiently designed, and therefore repelled the reason of reduction. See FALSA DEMONSTRATIO.

*Forbes, p. 465.*

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1712. *February* 14.

MR. ALEXANDER ORR, Son to the deceased Mr. Alexander Orr, Minister of the Gospel at St. Quivox, *against* JOHN WALLACE of Camsescan.

No 153.
A bond whereby one as principal, and another as cautioner, bound themselves "conjunctly and severally," was sustained against the cautioner, although the bond written by the principal debtor concluded thus, "In witness whereof, I have written and subscribed these presents."

A bond was granted to the deceased Mr. Alexander Orr, in the terms following, "I Mr. John Hannay, Minister at Craigie, grants me to have borrowed and received from Mr. Alexander Orr, the sum of £100 Scots, which I as principal, and John Wallace of Camsescan as cautioner, bind and oblige us conjunctly and severally," &c. which bond, after the clauses of relief and registration, concludes thus, "In witness whereof, I have written and subscribed these presents at Air the thirty one day of May, one thousand seven hundred and five years, before these witnesses, Robert Wallace of Cairnhill, and James Ferguson Doctor of the grammar school at Ayr;" and the bond is signed by the principal and cautioner, and the foresaid two witnesses. Mr. Alexander Orr, as having right to this bond from his father, pursued John Wallace, now of Camsescan, as representing his father the cautioner, for payment, who alleged the bond to be null, in so far as concerns the cautioner; because it doth not bear, that the witnesses inserted are witnesses to his subscription, but only to the subscription of Mr. Hannay the principal debtor; for though the plural number may be made use of to demonstrate a single person, as *more magnatum*, "We" is put for "I;" yet it was never pretended, that either in good grammar or sense, "I" was ever used for "We;" and therefore the rule, Et de me solo, &c. takes no place here.

The Lords repelled the nullity, and sustained the bond; for these words, "We bind and oblige us," in the obligatory part of the bond, might well connect with the words, "Before these witnesses;" and both writer and witnesses being designed, though the words, "And have subscribed," had been left out, the bond would have been valid, as if it had run thus, "I Mr. Hannay, and with me Camsescan, bind and oblige us to pay, &c., in witness whereof, written by the said Mr. John Hannay, before these witnesses." Again, though the words "and subscribed" may at first view seem to relate to "I have written;" yet they may be read disjointly, so as the words "and subscribed" may relate to the whole tenor of the writ; that is, I as principal, and with me Camsescan, have subscribed. Besides, in every ambiguous interpretation, that sense is to be followed

No. 153. quo actus valeat; and ita comparatum est ut conjuncta pro disjunctis, et disjuncta pro conjunctis accipiantur, L. 53. D. De Verb. Sig. for supporting writs.

*Forbes, p.* 587.

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1712. *February* 20.

GILBERT, MARY, and VEMEA RULES, Younger Children to the deceased Mr. ROBERT RULE, late Minister of the Gospel at Stirling, *against* The CREDITORS of MR. ROBERT CRAIG of Riccartoun.

No. 154.
A writ signed in Edinburgh sustained, though it bore only, "written by J. R. writer, which was held to be a sufficient designation.

In the ranking of the creditors of Riccartoun, the younger children of the deceased Mr. Robert Rule, competed upon an heritable bond and infeftment for £324 Sterling, granted by Mr. Robert Craig the common debtor to their father in March 1703, to which they had right by disposition and infeftment from him upon deathbed, ratified by Dr. Rule the granter's eldest son and heir.

Alleged for the other creditors: The foresaid debt is extinguished, being conveyed by the Doctor as heir, to James Smart, late servant to my Lord Poltoun, for Riccartoun's behoof. No regard can be had to the ratification, because it doth not design the writer, bearing only to be written by John Russel, writer, which is no designation at all, and by act 5, Parl. 3. Ch. 2. is not suppliable; so July 27, 1710, Sir Thomas Kennedy against Oswald, (Not reported,) a ticket was found null for that one of the witnesses therein was designed only writer hereof; and July 14, 1626, the execution of a horning was found null, for not designing the house, though the party was designed burgess in such a burgh, No. 87. p. 3748.

Answered: The ratification is sufficiently formal, because, 1*st*, Writer, being *nomen officii*, is as good a designation as preacher of the Gospel, or Doctor of physic, or merchant traveller in England, or as mason, wright, &c. would be to an artificer who (having no certain habitation) goes about where he may find work. The decision betwixt Sir Thomas Kennedy and Oswald comes not up to this case, because "writer hereof" was no designation at all; 2*do*, It is presumed that John Russel was writer in Edinburgh, where the ratification was signed; so a writ was sustained, though one of the witnesses was designed merchant, and the other chirurgeon, without mentioning the place where, in respect the witnesses were understood to be merchant and chirurgeon at Dumfries, where the writ bore to be signed, June 27, 1700, Reid against Brown of Nunland, (Not reported;) now the designation of chirurgeon, or merchant, is as uncertain as that of writer.

The Lords repelled the objection against the ratification, that the writer was not sufficiently designed.

*Forbes, p.* 591.