act 15, Parl. 1696, by which it is sufficient that witnesses sign the last page. Replied, It neither was nor ought to have been repealed: Parties' subscriptions are a check in securities written bookwise, that no new sheets be put in; but in sasines, where the witnesses subscribe not every page, there is no safety against the notary, who may alter and innovate sasines at pleasure. Duplied, The last act is general, statuting with relation to all securities, without limitation, nor is there any good reason for a distinction, a sasine beyond its warrant being a very harmless instrument, and it must be registered within a very short time to make it effectual against third parties. The Lords repelled the objection. See APPENDIX. No. 189.

Fol. Dic. v. 2. p. 544.

*** The like found—January 1725, Earl of Buchan against Duff.—In this last the decision was reversed in the House of Lords.—See APPENDIX.

1742. *January* 7. ROBERTSON *against* KER.

No. 190.

A nullity objected to Major Robertson's testament upon the act of Parliament 1696, that, consisting of four pages written bookwise, it did not, as said staute directs, make mention in the end of it, how many pages were therein contained, was repelled, in respect it was written upon one sheet only.

Kilkerran, No. 7. p. 606.

1742. *December* 21. WILLIAMSON *against* WILLIAMSON.

No. 191.
If subscribing a deed on all the pages, is *de solemnitate* necessary?

It being objected to Grizel Williamson's bond of provision, that the same was null as consisting of three pages, and only the last page signed by the granter; the Lords, in respect that the bond was holograph, and appeared to be all written *unico contextu*, and that there was no suspicion of any sort against the deed, "Repelled the objection."

That the act of Parliament 1696 had nothing to do with this question, was plain, as concerning only writs written upon different sheets of paper; and the decision between M'Pherson of Killihuntly and M'Pherson of Dalready in 1723, where a discharge of a reversion was found null, in respect it was subscribed by the party only upon the last page, although the writing consisted of no more than two pages on the same leaf, and no suspicion lay to the deed, was greatly censured.

It was at the same time doubted by some of the Lords, whether the signing of each page was not *de solemnitate* necessary; in which case, although no suspicion lay to it, the want of that solemnity would void the deed, without distinction between deeds holograph and deeds not holograph. And as a ground for

No. 191. this doubt, it was observed, that if it was not *de solemnitate* necessary, the grossest fraud might with great ease be committed in writs not holograph. For suppose a deed to be written on five pages, that is, upon one full sheet, and one page of a second sheet, one has no more to do, but to throw away the first sheet altogether, and upon a new sheet, to fill up a writing very different from the true one.

Nevertheless, the Lords found as above, being of opinion, that the subscription of all the pages or sheets of a deed was not requisite *de solemnitate* by the act 1696.

Kilkerran, No. 9. *p.* 608.

1762. *December* 9. DUKE of HAMILTON *against* DOUGLAS of DOUGLAS.

No. 192.

The Lords repelled the objection to a sasine, that it was written bookwise and signed by the witnesses, only on the last page.

Fac. Coll.

*** This case is No. 40. p. 4358. *voce* FIAR ABSOLUTE, LIMITED.

1778. *February* 14.

JOHN M'DONALD of Braickish, *against* JOHN M'DONALD of Clanranald, and his TUTORS and CURATORS.

No. 193.
Objection to a deed not mentioning the number of pages.—Not stamped.

It was objected by Clanranald, to the validity of an agreement entered into between his father and M'Donald of Braickish, by which his father became bound to grant a lease for three nineteen years of the island of Canna to Braickish;

Primo, That, although the deed is written book-wise, yet it does not mention, in the testing clause, the number of pages of which it consists; nor are the pages numbered, both of which are required by the statute 1696, Cap. 15.

Secundo, It is not written on stamped paper, as required by the statutes 12*mo* An. C. 9. § 21. 3d. Geo. I. C. 7. 30th Geo. II. C. 19. which provide, that certain deeds, such as charters, bonds, leases, &c. shall be written on stamped paper. Although it contains a clause, obliging the parties to extend it on stamped paper, that does not remove the objection. Action must be denied upon it, otherwise the revenue of stamp-duties would be disappointed altogether. Neither can the objection be taken off by stamping the deed. After production, and being founded on in judgment, no defect in the writing can be supplied.

Answered for the defenders, to the first objection: This deed is written only on one sheet of paper, and the testing clause commences on the end of second page.