

1779. *February 17.* JOHN BURN *against* WILLIAM ADAM.

MEMBER OF PARLIAMENT.

[*Fac. Coll. VIII. 132; Dict. 8852.*]

BRAXFIELD. If a claimant produces a charter, liable to no intrinsic objection, *that*, with infestment and possession, is a good title. If the freeholders may inquire as to the warrants of charters, they may go back and inquire as to the warrants of signatures. This charter can in no sense be said to be null and void, for it was indisputably a good title of prescription.

PRESIDENT. When a charter is produced, the freeholders must take it such as it is. I think, however, that the charter ought to correspond with the signature. The hand of the baron is the warrant; and, were that not to be the rule, many dangerous consequences might ensue.

On the 17th February 1779, "The Lords found that the freeholders did wrong, and appointed the claimant to be enrolled."

*Act. D. Rae, &c. Alt. A. Crosbie, &c.*

1779. *February 19.* THOMAS BUCHANAN and Co. *against* JAMES SOMERVILLE.

PRESUMPTION—*NOVATIO DEBITI.*

[*Fac. Coll. VIII. 135; Dict. 3402.*]

BRAXFIELD. The taking an additional security did not relieve the old company: here there was no innovation of the debt.

PRESIDENT. "*When paid,*" means when paid by the new company; for the effects of the *old* company had been conveyed to the *new*.

ELLIOCK. This is just such a discharge as would have been granted had the debt been a debt of the new company.

COVINGTON. If the new company took upon itself the debts of the old, the interlocutor is right.

On the 19th February 1779, "The Lords assoilyied;" adhering to Lord Hailes's interlocutor.

*Act. Alex. Wight. Alt. Ilay Campbell.*

*Diss. Braxfield.*