

The Chief Justice and Kekewich, J., doubted whether the liquidity of the claim for rent was sufficiently established by the mere production of the deed constituting the lease.

Menzies, J., and Burton, J., held that it was (*vide* Neethling *v.* Taylor, &c., pp. 30-34).

The case was decided solely in respect of the defence of minority.

Gantz
v.
Wagenaar.

1. LIQUID DOCUMENT—DENIAL OF SIGNATURE.
2. — — — — — DEFENCE OF ANTIQUITY.

1. STILL *v.* DE WET.

[18th February, 1834.]

Provisional Sentence refused, the Verity of the Signature to the Document sued on having been rendered doubtful by Parole Evidence.

A doubt having been raised as to the competency of hearing conflicting parole evidence as to verity of a signature, and deciding on it, on the provisional claim in this case, the Court held that it was competent to hear parole evidence, and to pursue it, until a doubt was raised as to the verity of the signature, when proceedings on the provision must be stayed, and the trial of the verity of the signature postponed until the trial of the principal case.

Still
v.
De Wet.

Two witnesses were then examined, whose evidence made the verity of the defendant's signature very doubtful, and provisional sentence was refused, with costs (*vide* Dieterman *v.* Curlewis, p. 42; Deneys *v.* Daniel, p. 44; and Norden's Trustee *v.* Butler, p. 52).

2. KOEMANS *v.* VAN DER WATT.

[7th August, 1838.]

When Antiquity, coupled with other circumstances, amounts to a Defence against a Claim on a Liquid Document.

The plaintiff claimed provisional sentence on the following document:—

"I, the undersigned, do hereby acknowledge to be indebted to Mr. N. Koemans, or order, a sum of Rds. 800, for value

Koemans
v.
Van der Watt.