Watson. A Bond for 100 Pound and no more is not reckon'd such a Matter of Importance which must exceed that Sum 22 March 1634 Achiltree contra Miller. And a Bond containing 80 Pound of Principal and 40 Merks of Penalty, was not understood a Matter of Importance; albeit the Penalty to the principal Sum made it exceed 100 Pound 1 Feb. 1628 L. Halkir contra Hudie and Grieves. Because the Penalty was only an accessory Obligation. But a Writ whereby any Sum tho never so small is to be annually paid, is reckoned to be a Writ of Importance. Mckenzie Observations Act 80. Par. 6. p. 46. Writs of Importance do commonly require more Solemnity than others Writs.

Before the Year 1681 a Writ of Importance subscribed by the Party Pregnant of his Witnesses therein designed i.e. distinguished from others by Additions or subscribed by her Notaries for one who could not write in Presence of four designed Witnesses was valid and probative, tho the Witnesses did not sign. Act 80 Par. 6. p. 46. But the Subscription of a Party or of a Notary for one who could not write before two designed Witnesses not subscribing, gave Faith to the Writ of greater Importance Act 117. Par. 7. p. 5. Nay where the Names and Surnames only of Witnesses were inserted in a Writ without designing them, the Owner of the Writ was allowed to support it by instructing their Designations or Additions: Tho a Writ was not allowed to be supplied by condescending upon Designation of a Witness whose name was not inserted in the Body of the Writ 5 Decemb. 1707 Dell contra Campbell. And albeit such a Condescendance on the Designations of Writer or Witnesses insert, was allowed in casu recenti, when they were alive and could be produced to improve the Writ; Yet it was not sustained for supporting a Writ of 50 Years old, where the Person condescended on was not alive, unless the Party could produce Manuscripts of such Person to be compared with the Writ in Question 22 Feb. 1676 L. Innes contra Gordon.

But seeing Men's Subscriptions may be easily counterfeited, and the Imposture could no be discovered, comparatione literarum after the subscribing Witnesses are dead; and true Writs might be liable to Improbation, if such Witnesses living forget their being Witnesses thereto, which their Subscriptions would recall to their Memory: I say for obviating such Inconveniencies, The ordinary Solemnitys of Writs of Importance are to be signed by the Parties Name and Surname at length except Parties who are privileged to subscribe by their Titles. Formerly Men often subscribed by the two initial Letters of their Names and Surnames, which was sustained without Necessity to prove that they were in Use to subscribe after that Manner 20 January 1631 Houston contra Houston. Thereafter a Discharge signed by two initial Letters was allowed as valid if it were proved by the Witnesses insert that the Subscriber wrote these two Letters 14 Feb. 1633 Grearson contra Grearson. And Sir George Mckenzie

Mckenzie [illegible] Observations Act 60. Par. 6. p. 6 [illegible] necessary for supporting a Subscription [illegible] Party was in use to subscribe so [illegible] Jan. 1667 Brown contra Irvine Minister 11 January 1671 Thomson contra [illegible] 21 June in Stairs contra Trotter [illegible] 1667. L. Cauldcleuch contra [illegible] being of Dragoons [illegible] carried [illegible] Subscribed [illegible] by initial Letters [illegible] comparation [illegible] the Signing of Writs of Importance [illegible] by a [illegible] Subscription of a Witness in the Execution of a Summons [illegible] his Name, was found null 16 June 1707 Mack contra [illegible] Reaper [illegible] Witnesses [illegible] produced were his [illegible] not [illegible] Surnames, but only his Name and the Initials [illegible] the Writer's Reading his Hand [illegible] the other Wall 14 July 1711 [illegible] Subscription was not even [illegible] 28 [illegible] Seeing the Sect [illegible] Seeing [illegible] Where one can not write, tho might have happened [illegible] Subscribed at the Time by Reason of some Distemper [illegible] he must give Warrant to his [illegible] ordinary one by his touching the Notaries Pen [illegible] a Notaries Subscription for a Woman was sustained albeit the Notaries Witness did not that she touched the Pen, but only that at her Command she could not write herself as she affirmed he had subscribed for her 7 July 1710 Mower in Coutness contra Tasser. A Writ subscribed for one by two Notaries was found null, in Regard their Subscriptions were only that they subscribed for such a Person because he could not write, and not that they subscribed at his Command. Nor was it allowed to be instructed by the instrumentary Witnesses that the Command was given. Because the Command of the Party for whom they subscribe is the most substantial Part of the Subscription, and Warrant or Command is not ordinary Matters is not provable by Witnesses 21 July 1667 Philip contra Cheap. The Writ must be signed by Notaries before four Witnesses present at the Time whence they are called Co-Notaries. Law cites no more trust Notaries subscribing separately in such Matters, than it doth the Testimonies of singular or not concurring Witnesses. nam ea est solemnitas naturae, ut cuiusvis negotii non nisi actis et contextu absolvi debent L. 137. pr. ff. de verb. oblig. Therefore a Writ was annulled, in Respect it was signed at first only by one Notarie and two Witnesses, and some Time after by another Notarie and other two Witnesses 27 December 1711 White of Bannockay contra Knox. An Assignation granted by a Wife with Consent of her Husband, and signed by two Notaries for her was found null: For that tho the Notaries did not sign before four Witnesses, in so far

H.D. p. 7. 23 January 1611 Grain contra Lord Gray.