=nizances so called from the French reconnaissance an Acknowledg=ment which are Bonds, whereby the Granter called Recognizor, in some Court of Record, or before some Judge or publick Minister authorized to take it, acknowledges himself to owe a certain Sum of Mony to another called Recognizee, without sealing his Acknowledgment. 2do Statutes merchant and Statutes Staple, which are Obligations of Record respectively so called because made sealed and inrolled according to Statutes directing before [illegible] Persons, and in what Manner the same ought to be done. A conventional Deed, is that which by Consent of Parties is written signed sealed and delivered, before private Men as Witnesses who subscribe with the Party. But their Subscriptions do not prove, unless affidavit is made upon the Verity thereof. The Party must both subscribe and seal the Deed: But any proper or other Wax is allowed for sealing. Of conventional Deeds there are two Sorts, Deeds indented and Deeds poll; which Names principally arise from the Form of them, the one being cut in and out at Top Dentwise, and the other plain. A Deed indented (called Indenture) is a mutual Obligation consisting of two Sides, as our Tacks, or Obligations betwixt Masters and Apprentices. It is so termed: Because it is indented in the Top or Side, that is cut one of them into the other in the Fashion of dentes or Teeth answering to one another, that by the Cut it may appear they belong to one [illegible]. Deeds poll are Obligations by one Party, so called, because they are plain Writes, without Indenting or Cutting out.

With us Rights that must be reduced in Writ, require that to be done either ex sua natura as an essential Solemnity to make them binding, as Dispositions of Lands &c.(8) want the Solemnity of Writ by the express Agreement of Parties, tho they may otherwise be made without it. All which Rights requiring Writ, whither of their own Nature 16 July 1636 Kieth contra Johnstons, or by the Stipulations of Parties 12 January 1676 Campbel contra Douglass 27 January 1710 Hamilton contra Gordon may be passed from re in=tegra by either Party at any Time before the Writ is signed and delivered. Tho he who departs from the verbal Agreement had declared in a Letter that he would not pass from it 28 January 1663 Montgomery of Skelmorly contra Brown. For that Declaration expressing only his present Resolution did not hinder the other Party to resile, and consequently the Writer of the Letter should have the like Freedom. Yea such an Obligation ceaseth by the Death of either Party before it is perfected by Writ, 5 December 1628 Oliphant contra L. Monorgan. But then this locus penitentiæ lies only re integra; there is no Place to resile after the Matter is become not intire

(8) Wadsetts, Tacks for longer Time than a year, Rentals, Assignations and all Matters of Importance, Statutes, about Things exceeding in value 100 pound Scots, or a Sum [illegible] or Small to be annually paid, or Rights that [illegible]

23 July 1674 E. Kinghorn contra Hay. 1 Decemb. 1677 Gordon contra L. Pitsligo 10 Decemb. 1675 Park contra University of Glasgow 14 July 1708 Grahame contra Corbat 13 Decemb. 1710 Young contra Nisbet of Dean. A Person having signed a Minute of Sale of his Estate and delivered it to a third Party, upon his Obligation to procure some Prestations from the Purchaser, and to cause him subscribe the Minute; and the Purchaser having signed and got up the Minute from that third Party, and charged the Seller to implement the same: The Bargain was found to be complete, so as there was no locus pe=nitentiæ; albeit neither did the Trustee's Obligation contain any express Warrant to deliver up the Minute, nor had the Purchaser performed what the Trustee under=took in his Name; and the Minute bore the Victual to be sold at so many Years Purchase, as paid at a certain time, by reckoning the Chalder of Victual at the Sum of   Which Blank was filled up by the Trustee after the Seller had signed the Minute, but before Delivery thereof to the Purchaser 23 July 1709 Lockhart of Cornwath contra Baillie of Walstoun. Because Law pre=sumes, that the Depositary of a Writ delivering up the same to him in whose Fa=vour it is conceived had a Commission so to do, unless the contrary be proved by Writ or Oath of the Receiver. The Prestations undertaken by the Trustee to be performed on the Purchaser's Part, who stood under no Obligation to perform, were no Part of the Contract of Sale; and the Seller's taking the Trustee obliged, to procure the Purchaser's Subscription to the Minute, fully empowered him to supply the Blank, by signifying the Price of the Chalder of Victual. Again, an Heretor's Factor having by a Writ under his Hand declared that a Person had agreed with him for the Purchase of Lands belonging to his Constituent, and was to pay such a Price at the Terms therein mentioned, and to give Security for the same to the Heretor, who was to dispone with abso=lute Warrandice; and the Factor having thereafter acquainted the Purchaser by Letter, that the Heretor acquiesced and would not resile from the Agreement and therefore desired the Purchaser to hasten in to Edinburgh to perfect the same; and the Heretor having notwithstanding sold the Land to another: The Declaration was found obligatory upon the Factor, to implement the Bargain in the very Terms thereof, and that he could not resile, but was liable to make up the Damage sustain'd by the first Purchaser, thro his not getting the Bargain perfected. Albeit the said Declaration was neither signed by the Purchaser so as he could have been forced thereby to take the Bargain; nor contain'd any express Obligation upon the Factor to cause his Constituent dispone. Seeing it sufficiently instructed the Tenor and Conditions of the Agreement and the Purchaser was ready to have performed his Part 25 June 1708 Bell contra Dunlop. vid. infra Pag: 819. 820. 821. 835. 836.