Doctor (Pennecuick contra Campbel and Edgar 23 Feb. 1714. Anderson contra Wishart). And another holograph Writ not mentioning the Place where it was granted (14 July 1709 Vallange of Poffels contra M.E Donal of Treugh) were not annulled upon that Ground. Again a Bond wanting Date was sustained where it bore the Terms of Payment in such a Year is January 1662 Grant contra Grant. And a Bond payable at three several Terms in the Year of God therein mentioned was not found null for Want of a Date to the Granter's Subscription 1 July 1712 M.Edouny contra Grahame. Nor was a Bond wanting a Date found null where the Creditor referred the Verity of the Debtor's Subscription to his Oath. Which was allowed only with this Provision, that the Debtor might reject any Quality to his Oath, as that the Bond was granted by him in Minority or not delivered &c. For he was not obliged to depone simply on the Verity of his Subscription, and to prove such Qualitys 7 July 1666 Cranston contra Duncan. But a Date seems to be essential in some Writs as Brieves Act 114. Par. 9. J. 1. and is indeed necessary in Writs which depend upon it as Dispositions or Assignations or Testaments in a Competition with others 20 January 1709 Doctor Pennecuick contra Campbel and Edgar or Executors of Arrestments. M.Kenzie Observ. on Act 114 Par. 9. J. 6. Or for conveying Subjects which cannot be passed over on Death bed. Tho the Lord Stair (Inst. Lib. 4. Tit. 42. §. 19. Vers. Secondly) holds Date and Place to be essential to a Writ whereof the Verity is questioned. The Want of a Date in Writs is attended however with considerable Disadvantages. For lesser Reasons are we inclined to improve a Writ wanting a Date 15 January 1662 Grant contra Grant. An ingrated Right is presumed to have been executed on Death bed. A Writ expressing only the Year when it was signed without mentioning the Day or Month is presumed to have been subscribed the last Day of that Year. M.Kenzie Observ on Act 114 Par. 9. J. 1.

Craig (Feud. Lib. 2. Tit. 4. §. 7.) is of Opinion, that the Want of a Date in a Writ doth not annull it, yet a false Date vitiates the whole Writ. And so it has been decided, that a Writ whereof the Date is improved as false, falls in totum, and cannot be regarded as of any other Date than that it bears 29 March 1626 Kieth contra Robertson 10 February 1686 Edmiston contra Sym and Skene. Seeing what is found not to be truly done at the Time it bears, and as it is used, is presumed not to be done at all. But Error in the Date of a Bond assigned, ubi constabat de relato, was found not to hinder the Conveyance thereof 16 Feb. 1711 Dickson & Herriot contra Logan. Holograph Writs do not prove their Dates 14 Novemb. 1660 Calderwood contra Sekaw 24 June 1601 Dows contra Dow 14 January 1662 Dickie contra Montgomery. But the Date may be proved by Witnesses

Witnesses above Exception 21 June 1665 Brands contra Lyon. Yet it was not sustained relevant to support a Writ holograph upon Death bed before her Marriage to the Grandsire of his Pursuer. And it was offered to be proved by Witnesses that the Writ was subscribed 15 January 1636 compar contra Lady Whitelaw. Act of Sederunt 16 July 1680 Date against the Testes. Per Stat. 1681 Cap. 5. Witnesses attesting Writs

Alb. it probative of the Date of the Writ subscribed by the Granter. Yet a Writ wanting Date bore Witnesses to the Granter's Subscription 13 Feb. 1663 Oliphant contra [illegible] Which was sustained probative of the Date. Writs of eight days Which was sustained probative of the Date.

Private Rights not being so much regarded by private Persons require more Niceness and Solemnity to establish their Validity, than such as are made by publick Persons.

Sect. 1.

The Solemnity observed in private Rights.

In the ancient Times of Ignorance when few could write Writings used to be attested by affixing the Granter's Seal of Arms. Reg. Majest. Lib. 3. Cap. 8. N. 3. 4. 5. which bore his Coat of Arms or if he wanted Arms the initial Letters of his Name and Surname. But when Writing became more ordinary, and humane Faith more suspected the Parties Subscription before Witnesses was added to Sealing Act 117. Par. 7. J. 5. Act 80. Par. 6. J. 6. except Writs containing a Clause of Registration which needed not to be sealed Act 4. Par. 9. J. 6. Sealing which was common to many Persons and might be more easily counterfeited than Hand-Writ, came at Length by Custom to be forborn, and Parties only subscribed without Sealing. So that now all private Rights or Obligations must be signed by the Granters for them if they can write, or by a Notorie or Notaries if they cannot. The King superscribes his Deeds by his Name and Title as George 2. Rex. And his Secretary of State Subscribes to the same or to an Abbreviate or Duiquet thereof if it be a large Writ, because Princes have not Leisure, or cannot take Pains to peruse the whole Writ. Subjects do only subscribe. Noblemen and Bishops are allowed to subscribe by their Titles and all other Persons by their Names and Surnames and if they please may add their Designations Act 21. Par. 2. Jos. 2. Ch. 2. Or Additions. But in England Deeds are both Sign'd and Seal'd tho' it is said, a Deed

Private Rights may be distinguished into Rights of Importance, and those of less Consequence.

We call that a Writ of Importance which is granted for more than 100 Pound of principal Sum ult. January 1623 Fotheringham and Sorimzeor contra

Watson