

=nal Note upon a Contract of Marriage in Favour of one of one of the Parties, albeit no Witnesses were subscribing it, and the Contract did not bear that the Witnesses to it were Witnesses also to the marginal Note. In Respect the other Party's Double of the same Contract produced itself, bore the very same marginal Note, and the Verity of the said Note was not in mind 20 Feb. 1700 *Osual* and Hamilton contra *Osual*. In Execution of inhibition was sustained about the Names & Designations of the Witnesses therein were even added upon the one signed by the Mother, and the Writ bore not that the Witnesses were also marginal Note 6 July 1710 J. Gray contra Hope. The said marginal Note viz. their own Names and Designations, being no Part of the Contract they are required to bear Witnesses to. 5 of Long misiv's Letters writ upon several Pages, are obligatory, the last Page be only subscribed, the Writer and Witnesses are <sup>inserted and</sup> designed under the last Page of fitted Accounts consisting of many Pages. And a mutual Agreement being writ upon half a Sheet of Paper, whereof the Articles to be performed by the one Party upon the first Page, were signed by both Parties and Witnesses, without inserting or designing the Writer and Witnesses, and those to be performed by the other Party upon the second Page, at the Foot whereof both Parties obliged themselves to perform the above and within Articles and the Writer and Witnesses inserted and signed subscribed again with both the Parties. The Writ was found good and probative, in Respect the Agreement was unum corpus, and the last Page relative to the first 21 November 1710 Hamilton contra Blair. Where Contracts, Decrets Dispositions, extracts Transcripts and other Securitys cannot be held in one Sheet of Paper they may be writ either on Sheets call'd together, and the Margins at the joining of the Sheets, signed by the Parties, or by Way of Book in Leaves of Paper, whereof every Page is marked by the Number, and signed by the Parties, and the End of the last Sheet (which the Witnesses need only to sign in Writs requiring Witnesses) mentions how many Pages it consists of. Act 15, sess. 6. Pars 2<sup>a</sup> W. A Writ consisting of two Sheets subscribed by the two Parties, and subscribed at the joining of the Sheets only by one of them, was sustained as valid good both 8 June 1711 Creditors of Paton of Parkholls competing. But no Act of Parliament or Act of Decree that I know, requires subscribing of obligatory Writs consisting of several Sheets as an indisposible Solemnity. It is true the Statute (d. Act 15, sess 6) appoints every Page of Securitys written Bookwise to be signed as the Margins were

were before, which equate in Description to the legal description, 6 of Many of our Writs must be written upon Paper or Parchment, that wife they are insufficient, unless the Stamp Duty be paid, in 5 Pound Act since the Crown's stop, the Act 1710, c. 17. § 100 & 105 juris. 12. A. 1. f. 2. no. 0. 9. 21 & seq.

Some Writs of Impettant are also sustained about the 1<sup>st</sup> contracts of Marriage upon which Marriage - marriage nola velas p... habetur pro test... tibus 1 July 1662 Bredie contra Bredie. Marriage contra 20. par. 6. 7. 6. And a Contract of Marriage he is a Writ of Impettant is sustained albeit the Writer be not assigned and the Date be wanting 18 January 1727 Woolf contra Sed. Or tho it be signed only by one Notary for a foreign country, it is a Writ of Impettant 1626 Gyrove contra Cant. 1627 Landell contra ... For Marriage found by Witness the parties ... contract supply ... that Sir George McLowen ... that a contract of Marriage is ... not only as to the Matter and Writ contract of ... a Party ... self be pay ... not as to ... Parties, ... tripartite contract subscribed by three Parties, ... 1776 Forrest contra Veilen ... being a ... matter ... holograph Writs that is all written with the grantor's hand ... the freed London and ... are sustained ... it not being so easy to counterfeit exactly the Body of a Writ and the grantor's Subscriptions as to forge three Subscriptions. Thus a Writ ... without further Mention of ... was granted ... 12 June 1711 ... contra Waker. Writs are accounted holograph where large Sentences are writ with the Parties Hand, tho not the whole Writ Stat. Lib. A. c. 2. § 6. 38 a Writ having only the Substantials filled up with the grantor's own Hand with one Witness was sustained amongst Merchants 23 January 1778 Vance contra Malloch. And printed Bonds granted to an Incorporation Society or publick Office, wherein the Names and Designations of Debtor Creditor and Witnesses, the Sums and Date, are written are good, tho the Upper of the Substantials be not named and designed, if the written Part of the Bonds be holograph all written by the Debtor 23 January 1710 Fories of Collogie contra Alardice. Nay, a holograph Writing is sustained obligatory and probative in some Cases, tho it be not subscribed, as a holograph Writing in Receipt, Backs, or in acknowledgements marked upon the Foot of an accepted Bill of Exchange, and a Balance stated as due in Figures, offered to be proved to be the receipt of a Creditor's Hand-Writ, was sustained in a Process at the Instance of his Heir to appointe the Acceptor, except as to the said Balance. In respect he offered to prove by Witnesses,