

Witnesses, that Payments were truly made conform'd to the said Account
 the Bill was still in the custody of the said Pursuer 9 Feb. 1704
 Pursuer contra Smith. A Factor was allowed to discharge himself
 Payments mention'd to have been made by him to the Constituent
 consentants holograph. Seal of Memory and Serdis or Co. 21
 in the Lower Heron; the Factor always giving his Bill in
 thereupon 22 July 1714 J. Jarrack contra Wilp. but no
 Writs do not prove their Date vid supra pag. 549. Not only holograph
 whereby the granters oblige themselves, are good the wanting Writ-
 but even holograph Writs obliging others that the subscriber as a Deceit
 Arbitral all written and subscribed by the subscriber himself
 the wanting Witnesses 9 December 1688 J. Notch contra Lefie. go. B. 7
 Exchange are sustained, tho they be neither holograph nor signed
 Writs. Because of the exigent Trust and Expedition required in
 Bills drawn by a single Person are ordinarily signed by the Drawer
 and Surname; those drawn by Partners are signed by their Surname
 if one of more Partners are in presence of the rest he subscribes
 own Name and Surname with these Words for self and Company, which
 equally binds him and them. The Lords did once sustain a Bill of Exchange
 without the Drawers Subscription, or so much as the initial Letters of
 his Name and Surname, having only a Mark with these Words added
 this is the Drawers Mark, it being proved by Witnesses, that he
 so to subscribe Bills, and one of them having deposed that he saw
 fix the Mark to the Bill in Question. But tho that was allowed in
 a circumstantial Case among Merchants to facilitate Commerce, it
 would not be sustained in other Cases. M. Lerzie Observ. on Act 88
 J. 6. And by a late Decision the Signing of Writs of Importance, even
 initial Letters is disallowed vid supra pag. 552 The Salt-Bills Meal-Bills
 or Precepts for Delivery of the like Tungibles, are not privileged as
 out Writers Name and Witnesses, and the ordinary Solemnities required in
 Writs 16 December 1713 Lefie contra Robertson. Subscribed. Accounts of
 Merchants and Collectors of the Supply are probative tho wanting Witnesses 17 Dec-
 comb. 1680 Stewart, contra. Lefie. A Merchant's Account was found
 true by the Debtors Subscription wanting Witnesses tho some inconsiderable
 Articles were not for Goods but for Money advanced. But neither the Title pre-
 fixed to the Account bearing an Obligation for Annual Rent, nor any
 subscribed Postscript were sustained. Because both the Title and Postscript
 might have been added ex post facto 2 January 1678 McBurn contra E.
 Mhoisic. Missing Letters between Merchant and Merchant are proba-
 tive, tho wanting Witnesses, and tho the Writer be not named and defigned

12 July 1682 James... But pro-
 mised to be delivered for West of Water and with...
 signed 20 January 1704...
 it be otherwise...
 1712...
 regular...
 Discharge...
 factors...
 22 July 1677...
 24 January 1714...
 and want...
 and the latter...
 such...
 tors...
 Neutral...
 Lang, a...
 name...
 A...
 Minister...
 Dec. 1. J. 61...
 Witnesses, is sustained Dec. 15. 3. At 8. 37.

Any Right for 100 Pound...
 a 100 Pound...
 tra Miller 1 Feb. 1628...
 19 December 1629...
 contra...
 Sum, needs not Witnesses...
 Notarie and two Witnesses...
 one for 300 Pound...
 Matter of Importance...
 that the Bond...
 for a 100 Pound...
 importing the same...
 granted to one...
 Garbet and more lately...
 three Bonds for 100 Pound...
 to another...
 who could not write...
 the Lords sustained these three Bonds as good for one