

Private.

Public Writs, are those under the hand of person in office of public trust, as bills and deeds subscribed by Clerks, which prove what was done by the Judge, or alleged by the party, but not that the allegations were true, except in so far as they mention the Instructions thereof Generally, or particularly. The Warrant of Arrest Judicial acts are to be presumed but if Recanted, Quashed they must be produced to prove the deed 30 June 1622 Stuart of the Merch contract. West Mitchell & Co. lib. 4 Feb. 42 § 10. Instruments of Stipulation are another sort of public writs which are the only ^{of the profession} proof of some form of law, as the giving of Sifting, making, Cuck, nator, Culmination, pronouncements, Resignation and Consignation &c. Stair lib. 4 § 9. But Political Instruments do not amount to a full proof, without some Adversive to prove the Warrant of the Parties sake Stair lib. 4. Where parties cannot write the subscription of the Stipulation and four Witnesses are probative in the table rights or Maters of Impresence; and the subscription of one Witness and two Adverses in lesser Matters of Impresence Execution in civil Matters is always believed till it is improved as false.

Private Writs, are those under the hand of private Men, whether Holograph, or only subscribed by them. Holograph Writs subscribed are unquestionably the strongest and best evidence by Writ, being left suitable than all other Subscribes only by the Grantor. It is not relevant to prove the Real of lands, without proving possession and payment. Form 20 July 1708 Nico contra Park. Mispive letters subscribed are probative, unless they relate to more solemn Writs, as bonds, Bills, &c. which cannot be proved by a Relative letter. Hall in subscribed Drafts to a letter also written with the Parties own hand after their subscription to the letter was found probative 17 July 1662 Walshop contra. Niddrie, because it was considered as a part of the letter, and not as other subscribed papers, which the Writer is presumed to have left imperfect, though he signed the Writ, which cannot be brought here where the letter containing such a post script was sent to the party it was addressed to. A Mispive letter from one

One Sirs Dees at London to another at Edinburgh was sustained to sustain his debt of 100 pounds sterling lent to him by the other to buy furniture about the latter was not Holograph, or signed Merchant; the subscription to it being found the same; upon comparing it with the other Uncontravened subscriptions of the person who sent the letter, and the person to whom it was directed making faith that this was the true Letter Received from the servant or Proponer of him who subscribed it 28 Feb. 1671 E. North side contra K. Stomont. A Mispive letter was not found true for want of Adverses and not discharging the Writer, the not Holograph, but when he sustained thereon the purpose proving the Verity of the subscription 12 July 1632 Campbelle Hay contra Symon and Edgar. A Mispive was found to bear faith in the debt, unless the person who quarrels it improve the same or other ways laid out on any 12 Feb. 1660 Lord Leslie contra L. Bogh and D. Pitcairn. But Mispive letters between Merchants relating to the payment of Bills or Orders, do not prove, unless such Bills or Orders be produced: It being the ordinary Course among Merchants to interchange Bills and Bonds without any other Discharge not taking Notice of their Mispives as to such Bills or orders which they cannot be supposed to remember 20 July 1670 Executors of Hamilton contra Executors of Reid. A Bill of lading ordering goods to be shipped in the hands of such a factor he paying the freight, doth not prove payment of the freight against the Shipper, tho the goods were delivered; that being the ordinary Bill of all Bills of lading, which are only taken from the Shipper as a Receipt of the goods and duty for Delivery thereof 25 Novem. 1687 Algar contra Charlton. Certificates are allowed as Provers of Receipts of the Bill to be paid Stair lib. 4 Feb. 42 § 10. But Certificates are not sustained as legal proof 13 January 1649 Bell contra Robertson. Certificates upon Bond and Conscience are sustained in all Courts except the Court of Justiciary to prove a person except of absence thro sickness, M. Lewis offers, on act 11 Feb. 1691. Unsubscribed Writs are reckoned as incomplete deeds separated from by the party; except the post script, if a letter has been sent. Still grow taken Notice of, and Account Books, which prove against the owner if they contain a long Great of his affairs, tho neither writ nor signed by him; but prove not for him Campb. Junius. Gomers part 1 Conf. 17. Jeff. 34. Harris contra Campb. Junius. Gomers part 1 Conf. 17. Jeff. 34. Harris contra G. Scher.