No. 51. these notaries, yet it is written with another ink, and does not appear to be written at the time of the subscriptions, being the hand-writ of him that wrote the body, which mentions to be written by him at Edinburgh, and the subscription is at Newburgh; and because the notaries' subscription must give faith to the body of the writ, and not the body to it. It was answered, that they offer to prove by witnesses insert, that the command was given: It was answered that the command being the most substantial point of the subscription, could not be proved, or supplied by witnesses, for the subscription of the notaries, because the party could not subscribe, signifies nothing without the command of the party, for whom they subscribe, and warrant or command in most ordinary matters is not at all proveable by witnesses.

The Lords found the disposition null, and that the subscription of these two notaries not bearing, that it was by command, could not be supplied by the witnesses insert, unless it had been the subscription of a co-notary subscribing at the same time with a notary, whose subscription bore command. Here it was debated whether the subscriptions of notaries at divers times were sufficient, or if the subscription of a notary who was not authorized by the English, and did forbear to act at that time, were sufficient; but the former vote made these to be undecided, as not necessary, seeing the writ was annulled by the former vote.

Stair, v. 1. *p.* 481.

1668. *January* 16.

ANDERSON, DEAN of GUILD of ST. ANDREW'S, *against* JAMES TARBAT.

No. 52.

William Tarbat having granted bond for £300 to his son James and other children, the said bond was reduced at the instance of a creditor, because it was subscribed only by one notary, being a matter of importance; though it was alleged, that it resolved in three several bonds, and it was equivalent as if the three bonds had been granted for £100 respective; for the Lords considered, that the bond being one and individual, the importance, as to the interest of the debtor, is the same whether it be granted to one or to divers persons.

Dirleton, No. 135. *p.* 56.

1671. *December* 13. JACK *against* JACKS.

No. 53.

In a reduction of an apprising deduced upon a bond of 5,000 merks, objected against the bond, That it was signed by two notaries before three witnesses only. Answered, The bond is in implement of a contract of marriage, and consequently cannot be a deed of great importance, when nothing is contained in the bond but what the party was *ab ante* obliged for. The Lords did find, That if the sum of 5,000 merks, contained in the bond, was stipulated in the contract of marriage,