1683. *November.* GALLOWAY *against* THOMSON.

No. 9.

A bond of 500 merks subscribed by initial letters before witnesses being pursued for, it was found not to be probative *per se*, unless it were proved, by the witnesses insert, that the debtor did actually subscribe, or they being dead, it were proved that the debtor was in use to subscribe by initial letters.

Harcarse, No. 194. *p.* 253.

1693. *January* 20. JOHN KER *against* JOHN GIBSON.

No. 10.
A disposition sustained subscribed by initials only before witnesses, it being proved that this was the disponer's usual manner of subscribing.

The Lords found the 1000 merks of legacy, left by Dow to his son, on his death, fell to his sister, John Gibson's first wife, and being moveable, *jure mariti* belonged to him; and so his daughter, as nearest of kin now to her mother or uncle, cannot claim it, since he was not obliged to establish the right of it in his daughter's person, in prejudice of the right he had in his own; and that he was neither liable for it as tutor and administrator to her, nor for his omission nor negligence: And sustained the disposition granted by Janet Gellies to him, though only subscribed by the two initial letters of her name, before two witnesses; he always proving, that was her usual manner of subscribing, not only by witnesses, but also by other writs so signed by her: And found, seeing there was no other nstruction of the oresaid 1000 merks, but John Dow's testament, and that, by the conception of it, it was only of the nature of a legacy: And sustained John Gibson's defence, that the inventory was exhausted by debts, which all behoved to be paid ere his legacy could be considered.

Fountainhall, v. 1. *p.* 548.

1701. *December* 30. FORREST *against* MARSHALL.

No. 11.
In a mutual contract when one of the parties had subscribed by initials, a suspension at his instance was refused, unless he would prove that his practice was to subscribe *ad longum*.

By contract betwixt James Forrest and John Marshall, the said John is obliged to serve Mr Forrest in his pin-manufactory, and not to absent himself therefrom; for which he is to have the wages condescended on. Marshall deserting the work, Forrest charges him on the contract. He suspends, on this reason, that it is null, and nowise probative against him, because it is only subscribed by him with the two initial letters of his name, whereas it should have either been signed *ad longum*, or by a notary for him, unless the subscription were astructed by the witnesses, as was found, 14th February 1633, Grierson against Grierson, No. 3. p. 16802. Answered, No law obliges a man to subscribe *ad longum*; only it has been judged convenient, to furnish more ground to cognosce it when quarrelled of falsehood; and if one may sign by the initial letter of his Christian name, why not

No. 11. also of his sirname? *2do*, Whatever may be in writs that only bind *ex uno latere*; yet in mutual contracts, the one fortifies the other; and if the suspender were craving implement of this contract, the other party who had subscribed *ad longum* could not obtrude this nullity, that you have only signed by initial letters, for it cannot subsist on the one side, and claudicate on the other: And the decision cited is in the case of a discharge, and even sustained that way of subscribing if it had been his usual manner so to do. The Lords repelled the objection, and sustained the contract, unless the suspender would prove he used to subscribe *ad longum*; reserving improbation, as accords.

Fountainhall, v. 2. p. 133.

1707. *June* 18.

JOHN MEEK in Hedrefaulds, *against* JOHN DUNLOP in Foulshies.

No. 12.

The Lords refused to sustain an execution of a summons, where one of the witnesses subscribed by the initial letters of his name, because though a party's subscription by two initial letters be sustained where it is proved that he was in use so to subscribe, there is no necessity to sustain a witness's subscribing in that manner.

Forbes, p. 169.

*** Dalrymple reports this case:

Meek having raised a process against Dunlop, and insisting in his libel, it was alleged no process, because the execution was not signed by the messenger before two subscribing witnesses, as the act of Parliament requires; one of the witnesses insert in the execution subscribing only in such a manner as it was hard to be understood, whether it was by initial letters or a mark.

The question being brought to the Lords by report, the Lords, by inspection, did observe, that after the said letters or mark the word *witness* was subjoined, which was also bad writ; and it appeared to them, that if the witness could write that word with his own hand, he might more easily have written the letters of his own name; and if that word was subjoined by another hand, it was an unwarrantable practice; but they thought it more proper to consider the general point, how far witnesses who could only sign by initial letters might be adhibited as witnesses to executions of summonses or other legal diligences;

The Lords found, that such witnesses were not sufficient; and that though the obligations of parties signed by initial letters are good, where the party was in use so to subscribe, because parties must subscribe their obligations as they can; but