

single subscription, and are never annulled for want of the solemnities in other solemn contracts. It was replied, That in this account there were some articles for money advanced which cannot pretend that privilege, and the title of the account bears annual-rent, which might have been added *ex post facto*, and doth require a solemn contract with witnesses. There is also a postscript after the subscription.

The Lords found the merchants count subscribed probative, though without witnesses, although some inconsiderable articles bore "money advanced by the merchant," but found not his subscription sufficient to instruct annual-rent agreed on; and did not sustain the postscript.

Stair, v. 2. p. 587.

1692. February 4. LESLY of Balquhain *against* MENZIES.

Bills of exchange were, before the acts of limitation, considered as so much privileged, as not even to be subject to the vicennial prescription of holograph writs.

* * This case is mentioned by Forbes in his Treatise on Bills. See No. 188. p. 1628.

* * The same seems to have been found 25th July, 1732, in the case of Rodgers against Cathcart and Ker. See No. 188. p. 1631. See APPENDIX.

1697. July 21. INGLIS *against* CLARK.

The Lords found, That without regard to the act of Parliament 1681, custom must be the rule in protests of bills of exchange, as well as in the bills themselves, and therefore a protest was sustained, though the witnesses were neither designed nor subscribing.

Fountainhall.

This case is No. 6. p. 7724. *voce* JUS QUÆSITUM TERTIO.

1706. January 1.

MARJORY ROW *against* CHARLES ROW of Innerallan her Brother.

In the reduction at the instance of Marjory Row against Charles Row her brother of a decret arbitral pronounced betwixt them, she insisted upon these reasons; *1mo.* The submission bore to be subscribed with the blank on the back

No. 219.

A submission bore to be subscribed "with the