prove, That such words were *viis et modis* added to the witness's subscription, after the delivery of the writ to him; *3tio*, If the wife's deed be null, the husband's consent and authorizing her *ad integrandam personam* (as lawyers phrase it) falls in consequence; as a curator's consent could not support the minor's deed, that is null for want of witnesses; because, by a husband or curator's so interposing, *id solum agitur*, to hinder the deed to be quarrelled, for want of authority in the disponer, and not to supply other nullities. No. 61.

The Lords sustained the nullity, and found it not supplied by the husband's subscription; in respect he doth only sign as consenter, and not as a disponer.

Forbes, p. 376.

1710. *July* 10.

ISOBEL MAVER, Spouse to JAMES COWBACK, Weaver in Elgin, and the said JAMES for his Interest, *against* ALEXANDER RUSSEL.

No. 62.

In a process at the instance of Isobel Maver and her husband, against Alexander Russel, the Lords sustained a discharge subscribed by a notary for Isobel Maver the pursuer, albeit the notary's assertion bore not that she touched the pen, but only that at her command, who could not write herself, as she affirmed, he had subscribed these presents for her.

Forbes, p. 419.

1711. *December* 27.

Mr. ROBERT WHITE of Bennochie, Advocate, *against* JOHN KNOX, Tenant in Cartmore.

No. 63.

A writ found null because it was not signed by two notaries and four witnesses present at the time, but was signed first by one notary and two witnesses, and afterwards by another notary and other two notaries.

In a process at the instance of Mr. Robert White, against John Knox, the Lords found a tack granted by a person who could not write null, in respect it was not signed by two notaries and four witnesses present at the time, in the terms of the act 80. Parl. 6. Ja. 6, but was only signed at first by one notary and two witnesses, and at sometime thereafter by another notary and other two witnesses; albeit it was alleged, That the act of Parliament requires only the witnesses to be present at the time when the notaries subscribe, whether *unico contextu*, or *ex intervallo*; in respect it was answered, That law doth no more trust notaries subscribing separately in such matters, than it doth the testimony of singular or not concurring witnesses. This is clear from the statute requiring writs of importance granted by persons who cannot write, to be subscribed by two notaries before four witnesses present at that time, which implies, that both the notaries must subscribe before the witnesses then present, whence they are called Co-notaries. So it was decided, M'Morran against Black, No. 41. p. 16830. Cow against Craig, No. 46. p. 16833. Anderson against Cock, No. 61. p. 16840. The same is

No. 63. also confirmed by the authority of Craig, Feud. Pag. 156, and from the common law, Nov. 73. Cap. 8.

Forbes, p. 566.

1725. *June* 29. A. *against* B.

No. 64.

The Lord Royston asked the Lords, if a disposition to lands, subscribed only by one notary and two witnesses for the party, was null by the act of Parliament 1579, when the value of the lands was within £100 Scots? "The Lords were of opinion, that any heritable right, though the subject were never so small, ought to be subscribed by two notaries and four witnesses, when the granter could not sign."

Edgar, p. 184.

1729. *July.* WILSON *against* WILSON.

No. 65.

A tack was found null, as being subscribed by only one notary. See APPENDIX.

Fol. Dic. v. 2. *p.* 535.

1731. *December.* CULLEN *against* THOMSONS.

No. 66.

It was objected against a writ attested by notaries, that the notaries had not subscribed their attestations. Answered, The names of the notaries are at length in the attestations in their own hand writing, which is sufficient; the Lords repelled the objection. (See APPENDIX.)

Fol. Dic. v. 2. *p.* 536.

1737. *June* 28. DUNWOODIE *against* JOHNSTON.

No. 67.

A bill sustained accepted by notaries for the party. (See APPENDIX.)

Fol. Dic. v. 2. *p.* 535.

1739. *July* 6. JOHN CORSBIE *against* JAMES SHIELL.

No. 68.

The informality of a subscription, by

Corsbie being creditor to Shiell for the sum of 400 merks, due by bond, charged him for payment, which he suspended on this ground, That, by a mutual con-