

1611. *January 17.* CARNOWAY *against* EWING.

## No. 3.

A bond signed by initials cannot be registered in order to summary diligence, but must be made effectual by way of action.

A bond and discharge neither subscribed by the party, nor by notaries for him, but alleged marked by him with two letters for his name, forth of the country, in presence of witnesses subscribing, because the party could not write, and Scots notaries could not be had there; that obligation should not be registrated by compearance of a procurator upon the mandate contained in the bond, which the clerks should receive; but the same should be registrated by summons and citation of the party. A bond subscribed after that manner will not be sustained, nor give action, unless the user offer to approve the verity thereof by the witnesses inserted.

*Fol. Dic. v. 2. p. 404. Haddington MS. No. 2096.*

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1624. *January 15.* LORD DRUMLANRIG *against* BAILIES of HAWICK.

## No. 4.

Decree having been obtained against the Bailies of Hawick, succeeding Magistrates were found obliged to obey the same without other transference than letters of horning and summary charges.

*Fol. Dic. v. 4. p. 404. Durie.*

\* \* This case is No. 18. p. 2509. *voce* COMMUNITY.

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1627. *March 16.* BRUCE *against* KING.

## No. 5.

A contract being registered at the instance of one party, whether another party interested can proceed in summary diligence? See No. 6. & 15.

A contract being registrated at the instance of George Bruce, by way of action as heir to his father, against James King, advocate, who was the contractor with his said father on the one and other parts; and James King having raised letters upon that contract, for charging of the said George as heir foresaid to fulfil to him that which his umquhile father was obliged to him in the said contract; which being suspended by the said George upon this reason, viz. That albeit the contract was registrated at his instance, so that execution might pass thereon at his instance, against the said James; yet seeing it was not registrated at the said James's instance, he could not raise charges thereon, wanting a warrant of registration; and the said James contending that the said contract being once registrated, at the instance of any of the parties, thereby execution was also competent to the other party against him, at whose instance the registration was decerned, as if it had been registrated at the instance of both parties; the Lords found, that the charges raised by James King could not be sustained, the contract not being registrated at his instance, especially the registration being expedite not by