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