

THE LORDS refused the said desire, in respect the said minute was neither subscribed by the notary nor in his protocol.

And that requisition and such *actus legitimi* cannot be proved but by instruments perfected as to all necessary solemnities, at least the minutes of the same under the notary's hand. And though the debtors or party concerned may know such deeds were done *de facto*, they may be ignorant, and are not obliged to declare, whether they were legally done or not.

Act. Lockhart. Alt. Spottiswood.

Fol. Dic. v. 2. p. 212. Dirleton, No 102. p. 40.

No 8.
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1671. July 28.

KEITH against JOHNSTON.

AN inhibition being null, the execution not bearing delivery of a copy, the LORDS, after registration of the inhibition, would not admit this to be supplied by a proof, that a copy was truly delivered, in prejudice of a singular successor, who purchased upon the faith that the execution was null.

Fol. Dic. v. 2. p. 213. Stair.

* * * This case is No 143. p. 3786. voce EXECUTION.

1676. July 10.

STEVENSON against INNES.

THE LORDS found, That executions of inhibitions, as well as hornings at the market-cross, must bear the particular solemnities of three several o-yesses and public readings, and cannot be supplied by witnesses, although the execution bear in general to be lawfully executed.

Fol. Dic. v. 2. p. 213. Gosford. Stair.

* * * This case is No 145. p. 3788. voce EXECUTION.

1680. November 12. BROWN against WILSON.

BROWN having pursued Thomas Wilson upon this ground, that he had assigned to Wilson a debt due by the Countess of Winton in trust, by which he was obliged to do diligence, and did it not till the Countess was dead, being a liferenter, having neither heir nor executor; the defender *alleged*, That this cause being called in February last, the libel was referred to the defender's oath, who deponed, that he had received that assignation for obtaining satisfaction to himself of a debt due by the cedent, but upon express terms in words, that he should be obliged for no diligence, but take the money if he got it, whereupon he was assoilzied by the Ordinary, but the clerk forgot to minute

No 11.
Minutes of
process can-
not be made
up *ex inter-
vallo* by the
oaths of the
advocates up-
on the other
side, nor by
oaths of the
clerks and
judges.