No. 272. delivery is required. While writings of this sort continue in the custody of the granter, they must no doubt be subject to revocation; but without some act for this purpose, the reasonable presumption is, that they were meant to be effectual. This reasoning, indeed, is here very strongly confirmed by the peculiar circumstances of the case. It was extremely just, that a bequest of the extent of the one here claimed should be made in favour of the pursuer, as the bill in question, together with another of the same amount, given to his mother, served only to put that part of the family of the deceased on an equal footing with the rest. At the same time, many reasons may be figured for not giving any notice to the indorsee, then a very young man, of his having right to a sum of money, which was to be at his absolute disposal.

The question was reported to the Court; when it was

Observed on the bench: As the property of *ipsa corpora* is not transferred without delivery, so where a right of debt is to be transmitted, the writing used for this purpose, if contained in a separate deed, must, in order to make the transfer complete, be delivered to the grantee, or to some person for his behoof. But where the conveyance, being contained in the same writing, is inseparable from the document of debt itself, the same rule does not hold. This is analogous to the case of a discharge, or declaration of trust, written on the back of a bond for borrowed money, which must create an inherent qualification of the debt.

"The Lords repelled the defences."

Reporter, *Lord Eskgrove.* Act. *A. Campbell.* Alt. *G. Ferguson:* Clerk, *Home.* *C.* *Fac. Coll. No.* 310. *p.* 478.

SECT. XI.

Writs defective in Solemnities, Whether capable of Support, so as to furnish Action?

A. *against* B.

No. 273. A submission was signed by two notaries, and prorogated by one only. The decree being challenged, because the prorogation was not subscribed by two, the defect was found suppliable by the party's oath.

Fol. Dic. v. 2. *p.* 553.

*** Lord Kames gives this case without names or date, as on the authority of Colvil MS. See APPENDIX.