

as pactum de quota filis, because las erat sapita by Sentence before the Baillies was granted 24 Feb. & 23 July 1675 Hume contra. Vistot. But he was ordained to be examin'd whether there was an Agreement before or during the Process for implementation whereof the said Bond was granted & for the Process was ended January 1676 & the

Prescription. Some will unreasonably have any Gift or Legacy by a child to his parents or agent while his parents are living to be null and of no force. So bast common. Ed. 1. p. 18. and others again will say by the civil Law pactum corvini de hereditate, quocumque

homo is contra quas moris l. 15. C. de pact. l. 3. C. de collat. but it is allowed in Scotland & July 1680 Makenhead contra. Belton & January 1631 Sharp contra Sharp. And one having disposed to another at Right he might have to a Woman's Estate to whom he in Disposer was presumptive Heir, with a Procuratory to serve her in case she died without Heirs of her own Body: The Procuratory granted in her Lifetime; was sustained as a sufficient Warrant to serve the Disposer who was out of the Kingdom Heir when the Succession fell due to him by her Death 27 July 1700 Ragg contra Brown.

As the Subject of a Right must be a thing in Commerce, and in Man's Power, and also such as Law allows of; So it must be certain therefore a Writ was redic'd upon this ground, that it was intirely blank at the subscribing, and fill'd up after the granter's Death, and there was no Evidence or Document what was intended at the subscribing to have been fill'd up on the Blank 17 Novemb. 1713 Robertson and Crimlishank contra Representatives of Melvic. For the Lords thought that the Writes might be blank in the substantial Parts where there are Schedules or something to direct how to fill them up: Yet the making a Writ intirely blank without any Circumstance to clear the Intention of Parties, in which the Lawer may fill up not only Dispositions or Assignations to all the granter had, but even treasonous Declarations, or what else he thinks fit, is of dangerous Consequence

Error calculi the Error of Computation, which is a Mistake in Fact when in Reckoning we put one Number in Stead of another which was the true one, and which we should have set down, had it not been for that Mistake; is always repaired l. un. C. de Err. calculi. It is always certain, that they intend only to set down the true Number, and they could not make another Number supply its Place.

Chap

as Billie ground) Dismiss all acts of Liberty by a part out during the 120. p. 10. or 11. or 12. or 13. or 14. or 15. or 16. or 17. or 18. or 19.

Chap. 2.

Clauses and things peculiar to or concerning rights in

These are 1. the Narratives and Titles of 1. Long Rights. 2. Names of Regiments or Divisions of Troops. 3. the Description of Things, Conditions and Days next to the Narratives. 4. 30 Privileges and Charters. 5. Warranties. 6. Donations. 7. The Registration of Rights. 8. The Illustration of a Writ. As to Clauses of Reversion and Resolutive they are inserted in Law Rights, they are afterwards added to a Writ infra p. 2. Sec. 1. Chap. 1. Tit. 2.

Narrativa regulariter non nocent nec prosunt contra testium. The Narratives are the chief of granting rights. God. 2. of Narratives. Narrativa regulariter non nocent nec prosunt contra testium tho they prove in some sort against the Narrator Craig contra. Lib. 2. p. 13. §. 6. & 9. This a Bond of Interdiction setting forth the granter's incapacity to manage his own Affairs may, without regard to such a Preliminary, if not true, be reduced to Deceit 20 Decem. 1622 Campbell contra L. Glenurchy 4 Decem. 1625 Geichin contra May and Dun John 23 July 1666 Milkie contra. 12 Feb. 1633 Forbes contra Forbes. A Lady was found to have Right to dispose of by Legacy or otherwise, the sum in a Bond payable to her during her Life; albeit it bore to be granted to her for her Entertainment and Subsistence 13 July 1688 Gray of Creiche contra Mr. Montrose. The Narrative of a disposition granted by an insolvent Doctor, to a conjunct Person, doth not prove its onerous Cause, to the Prejudice of the granter's Creditors 12 Feb. 1622 Dennistoun contra Young. But it may prove against the Receiver Craig fide §. 6.

Non creditur referenti nisi constet de relato. Nov. 119. Cap. 3. Nullus si quis C. de edendo. It is not ground enough for demanding a Debt or claiming any other Right, that the Title thereof be set forth in some other Deed which makes Mention of it: For this bare Mention of it makes no Proof of the Title it self does not appear, unless the Person against whom one would make Use of such a Declaration, had been a Party to the Deed which contains the said Declaration, or that because of other Considerations it should appear to be equitable, and