

Services or good Offices done or to be done called arridopov, for which the Donee could demand the thing given l. 27. l. 34. §. i. ff. de donat. Such is donatio propter nuptias & gift in favour of Marriage. But the giving a thing in recompence of Services or good Deeds, which could not have been demanded by the Donee, is a proper Donation l. 89. l. de req. per. Les Loix Civiles de. Tom. i. Part. i. Liv. i. Tit. 19. Sect. i. §. 5. l. 1. pure Donations between Man and Wife are, ^{revocable,} remuneratory gifts are, d. i. supra Page

Gifts which have their Effect only after the Death of the Donor are Donations mortis causa or those made in Prospect of Death. Donatio mortis causa, is when one moves either by the sole Consideration of himself, or by the Thoughts of some imminent Danger of Death before his Eyes, or expressly gift in Prospect of his own Death l. 2. ff. de mort. caus. or in Words pregnantly importing, that the gift is made in Fear of Death. For otherwise a Donation made by any Person will be void as an absolute or proper gift l. 42. §. i. ff. eod. Gifts made in Prospect of the Donor's Death, are of the same Nature with Legacies in so far as they may be revoked by the Donor at his Pleasure §. i. Inst. de donat. l. 30. l. 35. §. 2. & 4. ff. de mort. caus. donat. Who remains until his Death Proprietor of what he gives, and therein doth more regard himself than the Donee; tho he designed him to have it rather than any other. 2^o A gift in Prospect of Death is voided by the Donor's surviving the Donee l. 23. ff. eod. Thus an Assignation omnium bonorum which should belong to the Decent at Death, reserving the Liferent thereof and a Faculty to alter it in articulo mortis, was found to be donatio mortis causa and so void by the Cedit's surviving the Assigner: Upon which Account, the Subject was carried by the Cedit's Exor tho the Faculty was never exercised by the deceased 7. March 1707 Irving contra Kene of Halyards. But a gratuitous Disposition reserving the Granters Liferent, is not donatio mortis causa, but a gift inter vivos of the Fee not revocable. Stewart Answers to Dirlet Doubt. Tit. 1. de vir. & l. 6. One having by his Bond and Assignation mentioning, that he was to go a Voyage and being lately married did not know whether there might be a living Child of the Marriage, or if the Marriage would subsist Year and Day; therefore and for the Love he carried to his Spouse he did for him and his Heirs and Successors whatsoever assign and dispose to her her Heirs and Successors, a certain Sum to be paid out of his heritable or movable Estate, with Annualrent from the first Term after his Death, and obliged him and his to renew and warrant the said Right to her and hers: This Bond was found not to be donatio mortis causa affecting only the Granters Movables, but was found to affect his Heretage as well as his Movables 17 January 1705 Barber and Culbert contra Barber and Robt.

Tit. 2

The Names and Designations or Additions of Parties, Demonstrations or Descriptions of Things, Conditions and Things appertaining to the Performance of Rights.

Writs wherein the Names of the Parties in whose favour conceived were left blank, were too frequently seen in usage made in Scotland; either to conceal whom such Rights belonged to, or protect them from the Drigone of Creditors or to shun the trouble of Conveyances from Sign to Sign: And it was always held a strong Evidence, that a Bond wherein the Creditor's Name is filled up with another Name than the Writer of the Bond, or the Inferior not designed, was blank ab initio: unless the Parties prove the contrary by the instrumentary Witnesses and others: Exception is January 1670 Hamilton contra Creditors of King of Scots: l. 1. Inst. l. 1. §. 1. Our Law was always so inflexible in the granting of Blank Bonds, that in Actions of Forthcoming against the next the Instance of the first Receiver's Creditors, they deposed that they received the Bond in the Creditors Names to such Persons for their own Use, but know not who hath these Bonds now and consequently know not who they are Debtor to: they were deposed to make the Bonds forthcoming in the Instances as Creditors to the first Receivers of the Blank Bonds: Altho the Debtors might be made to pay over again to the present Receivers thereof, because they run themselves upon that Hazard by their own Rashness. May the the Debtors in a Forthcoming should have deposed, that the Bond was delivered blank to the Arresters Debt, and afterwards shew'd to the Debtor filled up with another's Name before the Arrestment, whereby he became Debtor to the Person inserted, he was notwithstanding that Quality, liable to the Arrestment, if he had not paid before the Arrestment: Slair 1711. Again, one being purposed for the Sum in a Blank Bond which was lost, at the Instance of the Debtor he delivered it to who condescended upon the Witnesses in the Bond and offered to prove by the Debtor's oath that he had delivered such a Bond, and the Debtor's having acknowledged so much, but alleged he was not obliged to pay till his Bond was retrieved: The Lords decreed him to pay the Sum therein to the Pursuer upon Caution to restore it in Case he were distressed by another, upon a Bond containing the same Sum Date and Witnesses 27 June 1676 Gibson contra Tife. And where the Debtor could not condescend upon the Witnesses in the lost Blank Bond the Lords decreed him to pay superceding Extract for some Time, that he might in the interim secure himself against the Blank Bond by Exhibition and Declarator 4 January 1670. See l. 1. contra Tenants of Robie.

But at Length the granting of subscribed Writs blank in the Receiver's Names, being found the Occasion of much Fraud and many Pleas, that Practice was discharged And all Writs (Act 25. Feb. 6. Ann. R. W.) not excepting Bills of