

Because letters will especially in favour of a Collage, are to be interpreted benignly; and there can be no reason why the testator should have given that power to the Collage to choose for the first time and not thereafter 17 June 1676 Collage of their debts contra Town of Abingdon obliged by Drifletton. Where a legacy was left in those terms, viz. that it should be paid out of the less labor debts held ploughing and debts in his Count Book the lords found that albeit the said ploughing and such debts should not extend to sales by the legacy, it ought to be so left out of the other Exchequer, and that it was not a limited legacy. Because it was not declared payable only out of these funds, or that in case the same be of the ploughing and book debts should the legatee should have no more; and the words were only Executive as to the order and way of payment in the first place, being Interpretation according to Valat, and the legatee was a relation to the Deceased who is presumed to have looked upon her ploughing and debts as sufficient to pay the legacy 11 July 1676. Given law contra Little obliged by Drifletton. Our exequo Interpretatio Gratitudine Disposition omnium bonorum Mobilium, &c. Letters. It is a deed inter Viuus, or testamentary, as an Honourable Legacy, to be with the burden of all the diverse moveable debts the not Expresso, to the extent of the gift. See b. 4 fol 1282 infra. Subst. Annois to Driflet. Doubtless Interpretation from the Legacy of a thing belonging to another it may be interpreted vid supra pag 153. One having divided the sum of 130 66 pound 13 Shilling Specie Notes by particular assignments to his son and four daughters equally, with a general clause subjoined, whereby he assigned to his said Son and Daughters equally amongst them all other debts sums of money goods and gear that should belong to him the time of his decease, and thereafter wrote a letter

By way of Codicil to one he had named tutor and Curator to the Children containing these words, there will be little to add to the former testament left with you only I think my son may be allowed 2000 pound out of the Remenant Stock, and the rest divided among them equally above the proportion. The sum to be I pray the Lord may give them grace &c. The son was sent into Law to claim the 2000 pound as a premium besides an equal share with the daughters out of the said Remenant Stock. 2 July 1714. God & Baptie contra God & his Burles. Because the son could not tell he had not had one of them among whom the Remenant Stock was to be Divided, and to whom the father prayed for grace. Gals

Gals Summa labor postulatio vel Actus Valat, non precebat. See first. Elizofat, ad liquidum operatur l. 3. fol 102. Nam multe l. 67 fol 25 Reg. Jur. l. 80 fol 102. Verba obliqua of the words of a Contract have a double meaning, we must take that which is most Conformable to the common Intention of the Contract, & which has the greatest affinity to the Subject Matter of the Contract. 14 Feb. 1637. Runcorn contra Rossburn. Vide a Contrary instance 18 Feb. 1637. Then gal contra Nec.

### Non Creditur Rebus, nisi constat de rebus.

The faults in a writing which may be required by the Judge clearly understood, do not hinder the effect which the Contract ought to have l. 92 fol 2 Reg. Jur.

All Clauses of Contracts or Grants to have their sense Limited to the Matter of which they treat, and ought not to be extended to things which were never thought of l. 27 fol 1 infra. If do pacific l. 9 33 infra. If do translat. Thus a General acquittance shall be in relation to a stated account of Charges due. But charge does not annul obligations which are not accounted for l. 47 fol 100 fol 2 pacific. A Transaction is limited to differences concerning which the parties treated; and does not extend to others which were not under treaty. For we ought not to presume either that a person engages himself, or discharges another of his engagements, unless his free will is clearly explained l. 5 l. 9 51 & 3 Infra. fol 2 translat.

The Expressions which can have no sense any manner of way are rejected as if they had not been written. l. 78 53 fol 2 Reg. Jur.

Expressions ought to be taken in the sense which common usage gives to the words, ex Communia uir Nomina. Ex caso, i.e. debet l. 75 2 fol 25 fol 2 Reg. Jur. Which is not to be always understood of the General and Indefinite sense that all words may have; but of the sense which has Relation to the Subject Matter of the Expression of the Grantor of the word. Thus for Example the Word Son indefinitely and in General comprehendeth a Bastard and a son Law fully begotten. But if he has a son and named for his Executors his own son or children, or the son or child son of another person with out distinction, the name of Sons or Children, which may be