himself Stair lib. i. tit. 5. §. 6. Where a Man having disponed his Lands to his eldest Son, with the Burden of his other Children's Provisions, and taken from him Bonds of Provision in their Names, and delivered one the Daughter's Bond to his second Son to keep for him, who after it had been some Moneths in his Custody gave it back to his Father, who cancelled and destroyed it, for that the Daughter's Behaviour did not please him it was found, that the Father having delivered the Bond to his Son, and thereafter called for it, did, upon getting up thereof from his Son warrantably cancell it. Albeit it was pleaded for the Daughter 1° Whatsoever Power a Father might have as to Bonds of Provision granted by himself before Delivery thereof to any Person for their Behoof, he had no Power to revoke or cancell such Bonds granted by third Parties in Favours of his Children, tho procured by himself, when once completed by Delivery either to the Child, or to the Parent as Administrator: Because such become as irrevocable as Bonds actually delivered to the Children. There is a great Difference betwixt a Father's Custody of a Writ granted by himself to his Child, and his Custody of a Writ granted by a third Party: for in retaining his own Writ, he withholds Delivery and thereby saves to himself the Power of Revocation; whereas in receiving a Writ from a third Party, he acts as Administrator for the Child to whom it is granted, so as Delivery to him is equal to Delivery to the Child, who hath thereby jus quæsitum that cannot be revoked by the Father whose acting in Name of the Child gave him no Power over the Bond. 2° The eldest Son having an Estate disponed to him, with the Burden of this and other Bonds of Provision; the very Moment he was infeft, the Bond became to the Daughter a real Burden and Security upon the Estate, which the Disponer could not alter or revoke, In respect it was answered 1° Seeing the Bond was not put in the Father's Hand by a Stranger, but flowed from the eldest Son his apparent Heir, who got Right to the Estate precepitione for undertaking the Children's Provision; the Father could not be understood to have the Custody of the Bonds as Administrator, but they in the Construction of Law are considered pari as if the Father had granted the same. It was not the Intention of the Father to alter Circumstances betwixt him and his youngest Children, but to secure them against their elder Brother to whom he was conveying his Estate. So they ought to reap no more Advantage by it, than if the Father had reserved a Power to burden the Estate with their Provisions, and had granted them Bonds without Delivery 2° The making the Bond a real Burden upon the Estate, did not take it out of the Father's Power to

to discharge his eldest Son of that Provision, more than if he had retained a Faculty to burden, which he might have exercised or not as he thought fit 6 July 1717 Janet Ross contra Bain of Tulloch.

Delivery of Writs to Strangers is presumed from the Date, if they be in the Hands of the Person in whose Favour they are conceived. But Delivery of Bonds of Provision in a Competition with other Creditors is not presumed to have been from the Date: for the Delivery must be instructed either by Witnesses who saw the Bonds in the Hands of the Children or others for their Behoof; or by some Deed importing Delivery, as Registration of the Writ, or Seisin thereon Stair ibid. Otherwise Creditors having Bonds of posterior Dates will be preferred 14 Novemb. 1676 Jnglis contra Children of Bogsval. Unless there be a Clause in the Bond of Provision dispensing with the not Delivery, which has the like Effect in Law, as if the Bond were delivered. But Creditors were preferred to Children whose Bonds of Provision were anterior to the Creditors Debts and had been delivered to the Children's Grandfather: in respect of the Danger of such a Preparative; seeing the Creditors saw the Father remaining a visible Estate, and neither did nor could know of latent Bonds of Provision: But if the Bonds of Provision had contained special Obligations to Sums of Money intimated before contracting of the Creditors Debts, they would have been preferred to posterior Creditors 10 Feb. 1680 Children of Robertson contra his Creditors. A Father obliged to pay Bonds of Provision to his Children without expressing any Term, is understood to be liable only at his Decease, and not at the Dissolution of the Marriage because that may happen when the Children are very young, and the soonest and usual Term of paying such Provisions is their Marriage or Age when capable to marrie 5 July 1667 Jardine and Cowpar contra Guardie of Bedlamore. But a Father's Obligation to pay Provision to Heirs male of the Marriage failing Heirs male indefinitly without expressing any Term, must be performed at the Dissolution of the Marriage; in respect the Condition failing Heirs male of the Marriage existed then, and the Term of Payment behoved to be understood at the same Time, eodem die inter eosdem.

Having thus shewed that a Father may effectually oblige himself to his Children by simple Bonds of Provision, and what Effect these Bonds have in a Competition with the Father's Creditors: I shall now consider the Import of Bonds of Provision simple or qualified, with Respect to the Representatives of the Father, and other unprovided Children. Moveable Bonds of Provision delivered in liege poustie, are considered as Debts to be taken of the whole Executry before Division, and not as Bonds granted on Death-bed