condemnable le fac. Intention of the Law that such a Declaration
should be received as a Proof, Les Loix Civiles &c. Tom. 1. Part. 1.
3. Sit. 6. Sect. 2. Art. 12. Thus the Reservation of an old Rent in a
new Bond will prove that old Rent to have been resting the time
of the Reservation, but it will not instruct that it remains due. Because
of the Custom of Retiring unregistred Bonds without Diligence
19 Feb. 1679 Swinton contra L. Slaits. Missive Letters betwixt
Merchants relating to the Payment of Bills or Orders do not
prove, unless such Bills or Orders be produced; if being the ordin
Course among Merchants to interchange Bills and Bonds without
any other Discharge; not taking Notice of their Missives relative
to such Bills or Orders, which they cannot be supposed to remember
20 July 1670 Execrs of Hamilton contra Execrs of Reid, But
this Brocard non creantur referentia &c. is understood only of Writs
simply relative to others, and not of those that are both relative and
per se obligatory and dispositive: As a Bond of Corroboration, which is a good
Title of Diligence or Action the the principal Bond were lost, so long
as it is not satisfied July 1663 Beg contra Brown observed by Gil
=mour 24 Feb. 1676 Johnston contra Orchardstoun; or a second or third
Bill of Exchange for the same Debt bearing this Clause, my former
Bill of the same Date not being paid, Ricard Traite du Commerce pag. 102
Molloy de jure marit Lib. 2. Cap. 2. N. 14. Which is a good Title of Actio
the the principal or first Bill were lost, so long as it is not satisfied. Thus
a Scottish Bond granted by a Principal and Cautioner with this Clau
that if Payment were made of the Money by Virtue of a Bond
English Form sign'd and seal'd by the principal Party, the Obligi
=tion should be null, being assigned by the Creditor: The Cautioner was
found liable to the Assignay, unless he could prove Payment of th
English Bond by the principal Debtor, without putting the Creditor
to produce the said Bond 26 June 1706 Sharp contra Brisk Bishop of
Glasgow. Because the said Cause imported only that Payment of the Eng
Bond should annull the other. Charters relative to the Conditions and Provisions
of former Rights are sustained without Necessity of producing these former
Rights. Stair Lib. 2. Tit. 3. §. 14. And a Clause in a Right bearing that other
Writs relative thereto were delivered to the Receiver of the Right will
find these other Writs upon him. Error in the Date of a Bond 16 Feb. Lasswade contra Constabl de Rolst
was found not to hinder the conveyance thereof 16 February 1711 Dickson & Horiot contra
Logan

Sect.

Sect. 2.
The Causes of granting Rights.

The Cause i.e. the Reason or Motive why a Right is granted before,
or so soon after it is effectual, may be either onerous or lucrative. And
for that Effect the Right is sometimes granted, one for a Sum of
Testator has said I give and bequeath to my Wife [illegible] of
Service; also he Swears he got much Gold of [illegible]
Which would [illegible] make
this Bequest natural, and the Motive that induced the Testator to make
that the Testator had a [illegible]
=quest more favourable L. 17. 8. L. 72. D. 6. ff. [illegible] of the
Testator has said my Will is that there [illegible]
much, no Cope it should appear that he has [illegible]
that he will; Bequests of such Kind would [illegible]
Execution of that which the Testator has [illegible] L. 1. 17. 8. 3.

Such Cause is [illegible] just or unjust. A just Cause is that which is agree
=able to Law. An unjust Cause [illegible] which is contrary to good Manners L. 6. [illegible] pr. L. 7. 8. 7. ff. de Cond.

Again the Cause of a Right is either mere [illegible] or Onerous. An onerous
Cause, is a Price or good Deed or valuable Consideration. A Right granted
to a Stranger bearing to be for an onerous Cause, doth prove its Cause, unless
redargued by the Oath or Writ of the Receiver. Thus a Bond bearing for
borrowed Money, being of the same Date with Precedents passed betwixt the
Debtor's Brother as Apprentice to the Creditor and the said Creditor, was
presumed to have been granted for the Prentice-Fee discharged by the In-
=dentures 5 June 1719. And a Right granted in Favour of a Conjunct or Con-
=fident Person bearing for true and onerous Causes, doth not prove its Cause
in a Competition with the Granter's Creditors 12 Dec. 1622. Bannerton contra
Young 23 March 1624 Duff contra Kidd. 24 Novemb. 1625 Glen contra
Rennie 29 January 1629 Reid contra Smith. Nor yet do the two Presumptions
an onerous Cause from the Narrative of a Right granted to one against
whom there lies a Presumption of Fraud, from his having no visible Funds
to acquire ex titulo oneroso. Again Deeds by known Papists to the Prejudice
of their apparent Heirs are judged gratuitous, unless the Granter, Writer and
Witnesses declare upon Oath, and qualifie satisfyingly before the Judge of the
Bounds that it was granted for an adequate onerous Cause Act 26. Sess. 5. Par.
K. W. A lucrative Cause, is either mere Love and Favour to one for some
good Office done by him, or some other Merit in him or a Desire to exerce
an Act of Bounty or Charity, or the bare Pleasure to do good to others. A
Right made for a lucrative Cause, or for which Nothing is done or paid, is

termed