uncapable to agree for their Entertainment, doth infer an Obligati[illegible] upon them to pay for it 2 Feb. 1672 Cap. Guthrie contra L. McKarston and his Brother 23 July 1678 Thomson contra Wilki[illegible] Stair Ibid. Wh[illegible] the Alimenter ma[illegible] a Trace of Letting Provisions and Boarding Prop[illegible] or not. Thus Satisfaction was found due for Aliment given to the [illegible] Sister in Law and Creditor, commencing from her Age of 7 Years and continuing for many Years after her Majority, tho' without Paction 16 Feb. 1681 Spence and her Husband contra Foulis the implicit Agreem[illegible] the Years of her Nonage, being understood to endure for subsequent [illegible] per tacitam [illegible] reconventionem. A Person who took [illegible] Sister's Son from his Mother, when the Father was abroad on a Voyage and entertain'd him at his House several Years without any previous Paction; had Right to claim Payment for his Aliment from the Fa[illegible] tho' he while absent could make no Agreement; In Regard the [illegible] at his Return did not require the Alimenter to send Home his Son 19 Novemb. 1707 Chisolm contra Stidman. 3° Provisions by Parents to Children in familia, are not ascribed in Satisfaction of anterior Bonds of Provision or Assignations, but presumed to be Gifts from the natural Affection of Parents to and their Obligation to provide for their Children, if the latter Provisions were not made in the Children's Contracts of Marriage 15 December 1668 Winrham contra Elies Stair Ibid. Vers. That which is done Where the contrary is not express'd. A Provision to a Child in his or her Contract of Marriage, is understood to be in Satisfaction of all lesser ([illegible] of greater) Provisions 29 June 1680 Young contra Pape and [illegible] June 1681 Dows contra Dow. 21 February 1688 E. Tweddale contra E. Lauderdale. Seeing Parents are supposed to mention all their Children's Provisions in their Contracts of Marriage, that there may be suitable Returns from the other Parties contracting, and Law supposes them both to have remembered and satisfied their former Obligations. Nor was a Father obliged for Annualrent of a Legacy belonging to his [illegible] Son and uplifted by the Father as Tutor of Law; he having alimented the Son in his Family 15 Decemb. 1668 Winrham contra Elies. But tho Provisions in Contracts of Marriage will so far as they go be imputed in Satisfaction of any former lesser special Provision; they will by no Means extinguish an undetermin'd general Claim, as a Legitime 16 July 1678 Murray contra Murray 18 January 1726 Nisbets contra Nisbet of Dirleton, or a Clause of Conquest 4 Feb. 1726 Gibson and Arbuthnot contra Marjoribanks of Hallyards. Which are not so liquid as to admit of any Thing like Compensation, or Imputation; nay, properly speaking are not in Being at the Time, but do afterwards happen at the Father's Death or Dissolution of the Marriage. So that such Provisions are understood as Gifts flowing from paternal Affection, and not as Payment or Anticipation of a Claim that,

that, having no proper Existence till afterwards, is not presumed to have been under Consideration. 4° A Debtor granting to his Creditor a Bond bearing expressly the Motive of Love and Favour 6 December 1671 Dickson contra Dickson or to be wor[illegible] above the Sum [illegible] [illegible] 15 July 1710 Barclay contra Barclay [illegible] longer is not understood [illegible] to compensate the former Debt. 5° What is given by [illegible], is not presumed in Satisfaction of a former Obligation or Promise Stair Lib. [illegible] Tit. 45. § 15. 6° A Gift is presumed from the Circumstances of the Parties their mutual Relation the Quality and Small Value of the Things given 24 July 17[illegible] Weems and White contra Murray [illegible] 1. November 1679 Anderson contra Anderson Stair Ibid. § 17. Assignation of a certain Sum by a rich Man to his Creditor who was his nearest of Kin mortis causa, not bearing to be in Satisfaction of the Debt, was not imputed in Satisfaction thereof, where the said Assignation conveyed more in the Favour of another Creditor of the Defunct expressly in Satisfaction of his Debt 16 June 1665 Cruikshank contra Cruikshank. 7° According to the civil Law a Person building upon another's Ground which he knows to belong to another, is presumed to have done so with a Design to gift the Building to the Owner of the Ground § 30 Inst. de rer. divis. Which Presumption was introduced to prevent the demolishing of such Buildings.

By the civil Law, proper Gifts are revocable by the Giver for the Donatary's Ingratitude discover'd in any of five Instances viz. of grievously defaming the Donor or laying violent Hands on him, or [illegible] his Estate, or lying in Wait to take away his Life, or refusing to fulfil Agreements at the Time of the Gift l. ult. C. de revo. donat. Which the L. Stair (Inst. Lib. 1. Tit. 8. § 2. vers. That which is done. Lib. 2. Tit. 10. § 31. Vers. All Fees.) seems to think agreeable to our Custom. But Sir George McKenzie (Inst. Lib. 3. Tit. 8. § 34) insinuates, that pure or simple Donations are not revocable. The civil Law provides also that if after a Donation made by a Person who had no Children he happens to have Children born to him, the Donation shall be void; upon Presumption that he who gave having no Children, would not have given if he had had any, and that he gave only upon this Condition, that if he should happen to have Children the Gift should be of no Force l. 8. C. de revoc. donat. l. 30. C. de fideicom. l. 102. ff. de cond. & dem. Because no one can be presumed to prefer Strangers to his own Offspring. But this takes no Place in our Law: For with us, Gifts cannot be recall'd or revocked by the Giver's happening afterwards to have Children 10 Feb. 1688 Cameron contra Cameron.

Improper Donations, are remuneratory Gifts made in Recompence of Services