

mea facta tua est, my Word is become yours. Nec est vox missa reverti.
 A young Person having desired her Landlady to bring her a Napkin,
 whereby she said there was a 20 Pound Sterling Bank Note which she de-
 signed to give in Token of her Kindness to one then come to see her, and
 upon her seeming to be in Passion and Troubled when the Napkin being
 brought was found to contain Nothing but a Blank Piece of Paper, the
 Landlady having said to the designed Donatory, that she would make up
 the 20 Pound to him, if not made up another Way: She was found liable
 for the same, unless she could instruct, that he recovered Payment some
 other Way 2 January 1712 Reach contra Young. So that H. Grat. (De-
 2. cap. 1. §. 4. de J. B. & P.) seems to be in the wrong, when he holds a Pro-
 mise not to be binding, till it is accepted by the Person to whom it is made.
 Stair Lib. 3. Tit. 10. §. 4. For a simple and pure Promise doth not imply
 as a Condition the Acceptance of another: Seeing Promises may be
 made to Absents, Infants and Fools or Persons unborn. It is true, if he in
 whose Favour it is made accept not, it becomes void ex parte suo by his
 Refusal as any Obligation in Favour of another would, tho' effectually
 made ab initio: And a Promise by one to another in Favour of a Third
 importing that Third's Acceptance, is pending and revocable by the en-
 mitor before he accepts: But such a Promise is no more than an Offer.
 Stair Lib. 3. Tit. 10. §. 6. Nor can the Promiser be free of his Obligation, upon the
 ground that it should be fulfilled in Writ, Albeit there is locus penitentiae
 in Synallagmatis and Contractor to it reduced in Writ, till the Writ be sub-
 scribed yet there is no Place to refuse from a positive Promise to give
 or any Thing upon Pretence that it was agreed to be perfected in
 Writ 12. Novemb. 1674 Gordon contra L. Vitslign observed by Dirlet. But
 that Case is otherwise observed by the Lord Stair 5 Decemb. 1677 viz
 that a Person having bought Land from another, upon a Promise
 given by the Superior, who was present at the Bargain, to enter him
 gratis, the Promise was found binding tho' it required Writ to its Accom-
 plishment, viz the granting of a Charter. In Respect the Matter
 was not intire. Seeing had it not been for that Promise, the Buyer
 would not have given such a Price for the Land, and would have
 taken Bond for a Sum of Money from the Seller in Order to apprise
 veridically promised Payment to one his Bond was assigned to upon Sight
 of the Assignation, and a Creditor of the Cedent having afterwards arrested
 the Debt before the Assignation was duly intimated, whereby he was
 preferable to the Assignee, who could not prove the Promise of Pay-
 ment by the Debtor's Oath to the Prejudice of the Arrestee: The Pro-
 mise did not bind the said Debtor. Because it being made in con-
 templa-

-templation of a Right supposed to be in the Person of the Assignee, and
 that Right found insufficient; there is no Reason that the Debtor should pay
 twice. Albeit it was pleaded, that had not the Debtor promised Payment the
 Assignee would have done Diligence and have been preferred to the Ar-
 restee: For it was his own Fault that he had not perfected his Right
 2 Decemb. 1674 Kame and Ephinston contra Murray of Stanhop. A
 Promise of Marriage may be passed from before copulation follow-
 ing upon it. Tho' to make any Promise effectual it is required that not only
 as in other Contracts the Promiser hath the free Use of his Reason, and
 that it is not elicited by Fraud and Circumvention: But also that his
 Words be uttered seriously, animo obligandi, and not in jest, or verba solan-
 tia, which are not obligatory Stair Lib. 3. Tit. 10. §. 6. By the Law of England no
 Action lies upon a Promise, unless it be made upon some valuable Con-
 sideration. Doctor and Student Dialog. 2. cap. 24. For a simple Pro-
 mise without any Consideration hath no legal force. Tho' if that Law
 a Promise of a Tutor ought to be in Writing to make it produce Ac-
 tion 29. Tit. 2. Cap. 3. §. 4.
 A verbal Offer to give or perform something to another is not of
 Force till it is accepted by him, nor is an Offer made in Writ binding
 till it is accepted 20 June 1664 Allan contra Collier. Which Acceptance
 is implied as a tacit Condition of the Offer or Tender which is imperfect
 and unexecutory in the Power of the Maker who at any Time before
 Acceptance is free & intire to revoke it and it falls by his Death in
 vicine Time, as a Mandate or Commission which expires morte
 mandantis. Nor can any third Party accept such an Offer, not having
 Warrant for that Effect from him it was made to Stair Lib. 3. Tit. 10.
 §. 3 & 6. But an Offer after Acceptance by the Party in whose Favour
 it was made resolves into a Contract between the Offerer and Acceptor,
 and cannot be revoked by the former Stair Lib. 3. Tit. 10. §. 3.
 A Pactio (called in the English Law a Covenant) is a verbal Agreement
 betwixt two or more to do or not to do. Which differs from a Promise that
 is but the Act of one Person. The Civil Law distinguishes both Pactio
 into facta nuda (termed in the Law of England nude Covenants) and
 stipulationes requiring a certain solemn Form of Words by allowing
 Action upon the latter, and not upon the former. Nor yet hath a nude
 Covenant made without valuable Consideration any Civil Effect by Action
 in England, Doctor and Student Dial. 2. cap. 24. But seeing Omne verbum
 in ore fidei cadit indebitum, we and other Nations beyond Sea follow the Ca-
 non Law in this Matter: Whereby facta nuda sunt custodienda c. 5 & 8. X. de
 pactis Act of Peder. 27. Novemb. 1592. Stair Lib. 3. Tit. 10. §. 7. Groenweg. de legib.
 abrog.

(1) One taking part to another's sin, I believe, but you must be a sinner and your sin must be a sin, and not a promise, and containing a Condition of good Behaviour, depending upon the other's will.