to Ranq a gratuitous Right upon Pretence that the granter had a separate Heritage to pay his anterior Creditors. Again it were reasonable that any subsequent casu Alterations of a Man's Condition to the Worse should rather affect yrhat his Estate and Effects may be conveyed to Strangers who are no Creditors to his Prejudice than that Creditors should be Losers by Deeds granted to their Debtors for Love and Favour which are revocable in the Event of the Granters becoming incapable to pay his former Debt, tho' a posterior Right for an onerous Cause can only be questioned when there is Fraud both in Law & Conscience, seeing Creditors should not to be thereby wronged who may assoil the Price or onerous Cause come in Place of the Thing alienated. Sir George Mackenzie observes in Obl. & Contr. 2. & delivers his Opinion in the Matter to that Purpose. Whatever might be in Favour of a Gift to a conjunct Person from one having a visible Estate yet the Reduction is granted, par. reg. the Price of the Deed due to the Purchaser, as Hutton Decis. in Favour of conjunct and confident Persons to the Prejudice of Creditors might be reduced, tho' there was Sufficiency of Estate the Time of making the Right, if on record the Creditor could not recover Payment. Because such a Disposition might have been attained while the granter was seemingly Solvent, became null postquam insolvit in capite a die inscriptionis non potuit dari Warr. Lyon & Dispositions of any Part whereof he died seized which yet until they were under Reduction at Creditors the Major part of Inspectors the same Reason of gratuitous Deeds in Favour of conjunct and confident Persons are sustained at the instance of prior Creditors for a onerous Cause, except the granter had reserved more than would have paid them; it seems reasonable that a Creditor of Lower Grade & anterior Creditor in causa onerosa.

Yet the Lords sustain gratuitous Deeds even in Favour of conjunct Persons where the granter had an Estate beside sufficient to pay his Debts Burnet Garthland contra Ker 8 June 1676 Keir contra Stewart & Wilson & Spence 1677 Creditors of Dunfermline contra the Lady and Children 11 December 1677 Hutton eodem 22 June 1680 Grant contra Grant 15 January 1712 Robertson of Strowan contra Nelson and her Husband considering Letter of moveable Rights & Annuities & personal Bonds 15 November 1680 Reid contra Jamison & Wright December 1717 Execrs Creditors of Aberdrum contra Skinner. The affected Setting & with Apprising Adjudication or Arrestment or annual Rents; and that events the Estate prove insufficient to satisfy both the gratuitous Deed and the Debt resting at the granting of it Blair Feb. 3. Fit. 9. Nov. Gordy. So that if Defender in a Reduction of a Right that is fraudulent should either prove that the Disponer had a sufficient Estate aliunde to pay the Reducer, or should offer pay the Reducer upon an Assignation to his Debt, to the Effect he might have Recourse against the Disponer's other Estate: Neither could be refused, for here all Fraud is purged Stewart Answers to Dirtel. Double Pt. Reduct ex cap. fraud. A Person having received a voluntary Assignation from his Debtor in Security of a gone Debt, and by Virtue thereof uplifted the Sum assigned; he was allowed notwithstanding after the Debtors Decease, to confirm the said Sum as Ester Creditor to him; and by the Confirmation to support the Assignation quarrelled upon the Act 1621 at the Instance of a Coercreditor insisting for Repetition 22 December 1676 Kenny contra Glassels and Coning.

Not

Not only Rights made to conjunct and confident Persons, without a true past and necessary Cause, but even those made to any Persons, are reducible at the Instance of the granters anterior Creditors. With this Difference, that the Narratives of Rights made by Bankrupts to the Prejudice of their Creditors in Favour of Strangers bearing for onerous Cause, suffice to prove their Cause onerous for further Instruction, unless the contrary be proven by Writ or Oath of the Receiver of the Right. But where a Disposition of Lands to one who is not a conjunct or confident Person to the Seller, or the Same of Money paid and undertaken, contained an Inventary as the Writer, the Cause onerous was found sufficiently instructed, without Necessity upon the Disponer to produce the Inventary, or to prove that the Creditors whose Debt was no Burden at the Price contained in the Inventary are to reconstruct the Books undertaken to be true Books by the Buyer, that in case the Debts undertaken are not paid, the Creditor might recall that Transaction was left to the ordinary Course of Arrestment &c. June 1730. Keller contra Hamet. The Reason of such Decision was, because the ordinary is permissive to undertake Debts as a Part of the Price, and to relieve the Seller on Payment: Some without considering themselves entitled to keep Inventaries or Instructions, or to enquire whether the Debts paid by the Receiver are truely all or those only they pay the Price to the Seller, or how much they pay to any one Creditor, without inquiring the Cause. But the Narrative of a Suspition, Warrant or true and real Cause Debt, does not prove the Same, granted to a conjunct Person 12 Feb. 1622. Boyston contra Yeaman 22 March 1624 Duff contra Leslie 24 Novemb. 1626 Glen contra Finnie 25 January 1631 Bell contra Smith 21 November 1637 Winton contra Lidderdale 7 Feb. 1678 Burnet contra Frazer 15 January 1680 Crokat contra Ramsay 7 January 1697 Campbell contra Brown 8 December 1727 Lyle contra Glen. So one against whom there lies a Prescription of Years from his having no visible Title to quarrel in a little merits 1 March 1639 Riddock contra Youngers. Because Such a Deed do not prove its intrinsick Cause, the Law might easily be induced even a Disposition in Favour of a Brother in Law to the Prejudice of the Disponers only Child and Heir of Provision was presumed to be gratuitous, unless the onerous Cause were proved. But it has been granted for certain Sums of Money received, and the Deponent who attested it was a nearer Relation to the granter of the Disposition than the Receiver of it was 15 June 1715 Lesbie contra Creditors of Lesbie. According to the Relation between the granter and Receiver of a Writ is near or remote, and the Presumption of the latters Honesty strong or weak, more or less Proof of the onerous Cause is sustained. Thus the onerous Cause of Rights granted to conjunct Persons of known Integrity who are traffiching Merchants, may be proved by their Oath: Because they cannot always Witnesses admitted to their Bargains; else it were hard to be thereby restrained from dealing with their Relations. The onerous Cause of a Disposition of Lands, bearing for a Price truly paid, granted by a well employed Advocate of intire Credit at the Time to his Brother a Merchant of considerable Stock and Credit was found sufficiently instructed by a retired cancelled Bond of the same Date with the Disposition subscribed by famous Witnesses and granted by the Purchaser to the Disponer for a certain Sum as the Price of the Lands. Albeit it was pleaded that the Bond might