

might have been signed with a View to evidence the Integrity of the Disposition, and returned two Hours thereafter without any Money paid. In respect it was answered that there was no Presumption of Fraud except what arose from the Relations betwixt the Parties, which is sufficiently taken off by the Narrative of the Disposition, and the cancelled Bond given for the Price. And that the Disponent could prove Payment of the Bond by Witnesses the Money might have been returned at any Moment, which tends in an infinite Degree of Proof is Feb. 1728. *Stewart contra Fortis of Almarain*. The onerous Cause of a Disposition proved by a Man to his Wifes Sister, was found sufficiently proved by one Witness and a Copy of the Receiver of the Disposition in Supplement 3 July 1673 *Kumra contra Smith*. A Cause onerous of a Disposition to a Son by a Father bearing the Undertaking several of the Fathers Debts, was found instructed by the Father of Fathers Debts to whom he paid, altho he did not produce in return Bonds or Discharges, and the several Creditors were not listed singularly of them ever by a Sum of 9 January 1672 *Boydson contra Robertson*. In some Cases where the Disposition of a Bond is strong and direct, arising from other grounds beside that of the Parties Relation, the Law is in favour of the onerous Cause of Bonds provided for instructing the integrity of a granted Right, to a person, or a conjunct Person, designing to cheat their Creditors may as easily grant Bonds, as they may simply grant Dispositions bearing no onerous Cause. But that the latter is sometimes received to be proved by the Creditors non est. 15 Decem. 1671 *Duff and Brown contra Fortis of Almarain*. The onerous Cause of a Bond granted to a conjunct Person for the Balance of a filled Account, due to him by the grantor relative to Payments made for the latter long before was found sufficiently instructed by the said Account returned them subscribed by both before Witnesses, wherein the grantor of the Bond acknowledged himself resting to the Receiver, the Balance for which the Bond was granted. Albeit the balancing of the Account was of the same Date with the Bond 4 July 1711 *Gray contra Chilly*. Tho' the Narrative of a Right prove not often for the Receiver, it proves against him being Feud. Lib. 2. Tit. 3. §. 6. Therefore where a Disposition to a conjunct Person bears for Love and Favour it will be received as such tho' the Receiver should undertake to instruct that he had it for an onerous Cause because the Inducement that to him might tempt him to use indirect Means, and pave the Way to *et sibi impuget* who accepted of a Writ bearing such a Narrative. But this presumptive Proof from the Narrative of a Writ against the Receiver, is allowed to be taken off by clear contrary Evidence in some Cases, as where a Writ is granted to a Woman an ignorant Man or a Stranger, or to an absent judicious Person. So a Lady was obliged to prove the onerous Cause of an additional jointure granted to her by her Husband, tho' a Writ bore for Love and Favour January 1688 *L. Glenfargiehar contra Fergusons Lady*.

The Receiver of a Disposition for Love and Favour and other onerous Causes, was admitted to fortify in some by proving an onerous Cause adequate to the Value of the Subject disposed because *utile per inutile non vitiatur* and Love and Favour might have been intended as Style. If a Right bear an onerous Cause which cannot be proved, the Person to whom it is granted may assert his Right, by making appeal that other Claims were justly resting at the Time when he received it. Thus a Disposition by one Brother to another being questioned as gratuitous, and the Receiver not having in Order to prove the onerous Cause of it instructed equivalent Debts due to him by the Disponent before the Disposition, it was presumed to have been granted in Satisfaction of those Debts, unless they were proved otherwise 18 Decem. 1671 *Duff contra Fortis of Almarain*. But a Disposition to a conjunct Person was presumed gratuitous notwithstanding a Bond for a great Sum of the same Date having no Relation to it, given by the grantor to the Receiver, and founded on by him as the onerous Cause of the Disposition 24 January 1677 *Wilson contra L. Irvine*. Where the onerous Cause expressed in a Disposition is recited and proved to be false and calumnious, the Writ might not in some Cases be suffered to prove the true Cause, more than in Cases of an Execution or Diligence ~~is~~ found to be of a false Date, it is allowed a Society to come in notwithstanding on the true Date, in offering to prove it.

provisions by Parents to Children in their Contracts of Marriage, or other onerous Causes as well before Dispositions made to them in Satisfaction thereof, as in their Quarters upon the Act of Parliament 1621 at the instance of the grantors Creditors, whose Debts were contracted before the Disposition, but under the Contract of Marriage. Unless the grantors had Sufficiently stated to pay these Debts, for it is were hard to sustain latent Contracts of Marriage to exclude Creditors. Thus a Wife having got an ancient Debt of her Husbands whole Estate provided to her in her Contract of Marriage, with the Quality that in the Case of Children surviving, she should be reduced to the Half, and renounce the other Half in their Favour, The Restriction was found to be a fraudulent Deed to the Prejudice of the Husbands anterior Creditors, who were preferred to the Children as to their Half 29 Decem. 1677 *Erskine contra Carnegys and Smith*. But where the Appropria of a restricted Interest allotted for Childrens Aliment, was not essential they were not excluded from it as fraudulent by the Fathers Creditors 16 Novemb. 1665.

A Daughter was found Creditor to her Father for the Provision in her Mothers Contract of Marriage payable to the Daughter at her Marriage and brought in pari passu with the Fathers onerous Creditors according to their several Diligences in the Fathers Lifetime 24 January 1724 *Mrs Margaret Lyon contra Creditors of Lyon of Easdale*. We must not reckon in the Number of fraudulent Liberalities which may be revoked, that which is given on the Score of Dotary or Marriage Portion, whether it be by the Father of the Woman, or