

22 January 1673 *Watson contra Bruce*, or Circumstances Indim
 ly. Inferring the same. 25 January 1677 *Her contra Her* 11 Feb.
 1679 *Frobes contra L. Boyer*. But the Intrusting of Persons with
 out any Declaration or Back bond of trust in writing from the person
 Intrusted having occasioned much fraud and Multiplicity of Pleas, that
 now can be Instructed only by writ or oath of the Trustee in order to find
 Action of Declarator of trust Act 25 Sept. 6 Par. 4. W. When a trust
 being referred to the Parties oath he depones, that the right is to
 own behoof; for Expiscating the meaning of such words, the Law
 are in use to put Special Interrogatories, or Where that it will
 to be examined him *Stair lib. 1 Tit. 12 § 17* Vers. *Trust was Incom-*
St. Trust in Bills of Exchange may be Cleared other wise, that
 the right of possession and Indorsers of Bills of Exchange may be proved
 to be a trust otherwise than by writ or oath of party as formerly used
 25 Sept. 6 Par. 4. W. 8 Feb. 1710. *McLaren and Din contra Execution*
 of chiefly. And being the Law requiring trust to be proved by oath
 of party, concerns only deeds of trust made use of to found a
 declarator of trust, a Purchaser of land who stood debtor to the seller
 bond for the price, having in the sellers order paid to the creditor
 some Contract Debts affecting the Purchase, and taken Receipts
 the money as received from the seller; and having proved to the
 creditors in Lieu of their Receipts: These Receipts not withstanding
 the narrative therein bearing payments to have been made with
 the money, were allowed as Articles of payment of the
 the bond unless Redargued by the purchaser at oath 10 Decemb.
Kalybur low of Foderance contra Cook. A singular Successor, who
 being ignorant of the trust, requires honesty for an Onerous case
 from the trustee, is secure unless the trust be Instructed by writ
 the trustee. Back bonds called by the English counter Bonds or
 Counter deeds, and by the French *Contre Lettres*, which are done
 writings or private Acts that Destroy Annual charge Alter or
 Derogate from some more solemn or Publick Act to have the same
 of Effect with regard to third persons, whose Interest may be pre-
 judiced thereby *l. 10* *Code Juris* l. 74 *Code Rego. jur.* l. 2. l. 4 *Code*
Valoquod legit. quam Thus for Example, if a father in Marriage
 his Son had given him as a Marriage Settlement, either a Sum
 of Money or an Estate in land, or an office, taking from him a
 Counter Letter Declaring, that the gift should be valid only for
 a lesser Sum, or that the Son should give back out of the office
 or out of the office a Sum of Money, such as they had agreed

upon among themselves; this Counter Letter would have no effect with
 regard to the wife and the Children that should be born of the said Ma-
 rriage; nor with regard to other third persons who might in any ways
 Interrested therein such as the Creditors of the said Son. For this
 Agreement would be an Infidelity contrary to good Manners and would
 Destroy the fidelity and Sincerity that is due not only to the Wife and
 her parents, who would not have consented to the Marriage on the Con-
 ditions of this Counter Letter, but to all the persons whom this kind
 may concern, and it is for the Publick Interest, to Restraine the
 use which the private persons may make of this Facility by
 in their Families to Colledge together in order to receive other
 such *Claustrine lets Les Lois Civiles* *St. Louis* Part 1 *Lib. 2* Tit.
 6 *lect. 2* Art. 1 *Novice supra pag. 931 980 981 982 983.*

Back bonds or personal Declarations, even not Intimated,
 affect personal rights such as bonds in Scotland. Back bonds
 not Compacted by writ in the persons name, or Instruments by
 some third party in their name, are not valid. *Novice supra*
lib. 2 *lect. 2* *Art. 1* *Novice supra* *pag. 931 980 981 982 983.*
 And a back bond relating to the
 very right it affects is void as Incontinently as a person's part
 Contracts; and would be relevant against the Author, is relevant
 against his Assignee, except as to the Manner of proof
 by the Author's oath. This is proved being that the
 his giving back bond to assign the money to a certain use, the
 back bond was found to affect the money, as it would be
 arrested by the creditors of the assigner of the receipt, by
 1715 *Black contra Creditors of Black*. A back bond Declaring
 persons name to be fitted up in a bond in trust to the behoof of
 another person, was found effectual against an assignee of the
 sum for the Debt of the trustee, tho' the back bond was not Intimated
 before the Arrestment 5 Feb. 1674. *McKenzie contra Watson and*
Stuart. One having assigned a 500 pound Sterling bond to another
 upon his granting a back bond of the same date acknowledging
 the assignation to be in trust except as to a 160 pound then
 advanced to the Debent, and obliging himself to hold count to
 him for the Superplus: The Back bond was found to Restraine
 and qualify the assignation to the prejudice of a third party, who
 upon faith thereof had lent Money to the assignee, and arrested
 the 500 pound for his payments 8 Novemb. 1710 *Monteith*
his Factor contra Douglas and his factor. So that a back
 bond Declaring a trust with an obligation to Demure being