

The Lords sustained the Dovers, the petition instructing that he was a partner and that the Dovers was either or intended to make the Dovers liable to the partners for his proportion of the companies effects, from which sentence the petition having appealed to the House of Lords, they, after hearing Council on that point, affirmed the Dovers of the court of Session. Because the same Relief they gave the Dovers here was competent to him by the Law of England.

\* n. 1. you, the Arrestor in ones Hand as Debtor to his Debtor, having in the forthcoming referred to his call if he was Debtor the Time of the Arrestment; and he having deposed regularly, adding that he had been formerly Debtor by Bond and Backbond, that that those were satisfied and paid, tho' not returned; in a posterior process at the Instance of the same Arrestor against the Dependent, founded upon an Allegation in the pursuer of the said Bond and Backbond in favour and payment of his Debt attested for by the Lords found the oath in the forthcoming Defendant. Dovers said it most and was good against the creditor pursuing for the same Debt as Assigny, tho' superadded still being nothing else in effect but the same person using a different way of proof; which the Law doth not allow after a Transaction upon oath 2 February 1722 Forfeiture of Chalmerslain contra Allnham Allnhamland.

\* n. 1. one who disposed his Estate to his only son and the Heirs of his Body, which obliging to having signed the Disposition with a Blank as to the substitution, and subscribed to the Disposition a Dorsquet imposing a certain condition to fill up the Blank with the name of a person and his Heirs &c. The said Disposition was found not to be filled up in the Terms of the Act of Parliament 1696 anent Blank writs and Dorsquets might still be look'd on as blank in the substitution. At least it was pleaded for the substitute 1<sup>o</sup> that the Act concern'd only writs, whereof the substitute depend'd upon filling up of the Blank whereas in the Disposition question'd the substitute is fill'd up, and to the writ being good as to him, the blank substitution cannot be required. 2<sup>o</sup> the Law hath no relation to a Blank fill'd up by the Disposer's Express or other a writing signed before witnesses, where there could be no fraud, nor occasion of plea, when the Law was calculated to prevail. 13 July 1722 Forfeiture of Cuthbert contra Arduhinot.

\* n. 2. one who made one writing signed a Disposition of his Estate to his son and Heirs obliging to to the Disposition a Dorsquet imposing a certain condition to fill up the Blank with the name of a person and his Heirs &c. The Dorsquet was found to import a substitution in favour of the person named. At least it was pleaded that in constituting Rights & conveyances the regular, equal, & obligatory words must be used, before a person can be doom'd to convey or bind himself; and it was dangerous to maintain the alteration of the style without Allegance is admitted; upon which account it cannot be conveyed in a Testament but made in large practice nor could such a Testament give rise to an obligation upon the Heir at Law to do both himself. In respect it was assur'd that the Dorsquet must have at least the force of a Judicial sentence, so as to make the Heirs at Law to make the substitution according to the Grantors Intention, which is not contrary to the formal style of conveyances: For since the Law hath consent to implement his predecessors will, he is oblig'd to do so by a formal conveyance. But Law hath not tied down predecessors to a precise form in the naming of substitutes, any thing doth it that expresseth the will of the Grantor. Nor is it any objection to the substitute by a missive Letter, if the Date be supported by witnesses. And the Heirs may be disposed of by Testament, if may be according to the Dorsquet. 13 July 1722 Forfeiture of Cuthbert contra Arduhinot.