*N.1. Where a man having disponed his Lands to his Eldest Son with the burden of his other Childrens provisions, and taken from him Bonds of provision in their names, and delivered one of the Daughters Bond to his Second Son to keep for him, who after it had been some Months in his custody gave it back to the Father, who cancelled and destroyed it, for that the Daughters Portion was not due. It was found that the Father having delivered the Bond to his Son, and thereafter called for it, did, upon getting up thereof from his Son warrantably cancell it. Albeit it was pleaded for the Daughter 1mo That whatever power a Father might have as to Bonds of provision granted by himself before delivery thereof to any person for their behoove, he has no power to Revoke or cancell such Bonds granted by third parties in favour of his Children tho procured by himself, when once completed by delivery either to the Child or the parent as administrator. Because such become as irrevocable as Bonds actually delivered to the Children. There is a great difference betwixt a Fathers custody of a writ granted by himself to his Child, and his custody of a writ granted by a third party: For in Retaining his own writ he withholds the Delivery and thereby Lobes to himself the power of Revocation; whereas in Receiving a writ from a third party, he acts as Administrator for the child to whom it is granted for as Delivery to him is equall to delivery to the Child who hath thereby jus Quæsitum that cannot be revoked by the Father, who in acting in name of the Child lobes him no power over the Bond. 2do The Eldest Son having an Estate disponed to him with the burden of his and other Bonds of provision; the very moment he was infeft, the Bond became to the Daughter a Real Burden & security upon the Estate, which the Disponer could not after or Revoke. In Respect it was duely found That seeing the Bond was not given in the Fathers Hand by a Stranger, but followed from the Eldest Son his apparent Heir, who got right to the Estate on that & other undertaking the Childrens provisions, the Father could not be understood to have the custody of those Bonds as Administrator but upon the construction of Law, and considered just so as if the Father had granted the same. It was not the Intention of the Father to alter circumstances betwixt him and his younger Children, but to secure them against their Brother to whom he was conveying his Estate. So that they ought to reap no more Robeuage by it than if the Father had Reserved a power to burden the Estate with their provisions, and had granted them Bonds without Delivery. 2do The making the Bond a Real Burden upon the Estate did not take away the Fathers power to discharge his Eldest Son of that provision, more than if he had retained a Faculty to Burden, which he might have Exercised or not. 6 July 1717 Janet Ross contra Bain of Tullock.

*N.2. One having taken a disposition of Lands to his Son in Trust and to himself in Liferent, with power to the Father to dispone the Lands verie amongst all or any part of them, or to grant Bonds to be upheld forth thereof, notwithstanding of the Trust having been taken to the Son; and the Father having granted a personal Bond to his creditor for which the Lands were adjudged after the Debtor was dead, and the Lands conveyed from the Son to an onerous purchaser: The Bond was found to be a good Ground whereupon the Creditors of the Father might affect the Son and his Heirs but not the Sons singular Successors in those Lands. February 1719 Home contra Creditors of Prestongrange. It did affect the Son and his Heirs, tho the Debt flow from the Father but from a third party to the Son. Because the contracting of Debt by a person having power to dispone and burden Lands is look'd upon as a sufficient Exercise of that Faculty in favour of the Creditor: Altho' he do not expresslie grant Implement thereof that Debt. And this granting a personal Bond for the Debt could not in the power of the creditor to make it Real upon the Debtors Estate in Scotland, as it had granted a Disposition Securitie, therefor wants the Infeftation and Registration that the Law requires in the one case than in the other, in order to attain the Effect of a Real Right against the Son, who is in no worse case than if the Father had exercised the Faculty, in Favour of his Creditor: Seeing the Law supposes the Father might by either of them have disponed the Estate to the Son, and so the Son's Right is always dated 21 June 1677 & Hopringle contra Hopringle. Then where the Debt was contracted before the Faculty to burden, unless there were another Estate out of which the Creditor could be paid to December 1698 Clerk of Swinside contra That of Muirkirdale. And here upon the same Reasoning the Son was made personally liable tho he did not enter the Lands, because no part of the Estate of which those were payable, and payment might be drawn from him at any time by the circuit of an Adjudication. 18 January 1717 Rodgers &c. contra Crawfurd & Burnet. But the Bond was not found to affect the Sons singular Successors in the Lands disponed. Because, tho' while they remained with the Son to whom they were contracted with the Father Jllony Law upon the Accession of the Personal Consideration Entailed the Father's Creditor to the Son, that he was a Creditor in power to adjudge them for his Debt, yet since he neglected to do so, that impulse the Creditor has for an onerous Purchaser