

of all debts and sums owing by his said father : And the defender alleging that this bond could not prove him successor *titulo lucrativo* ; for that narrative clause anent the providing of the defender, or giving way to his provision, being but narrative words, cannot be found obligatory to constitute the defender successor *titulo lucrativo* ; seeing the truth is, and he offers to prove, that, whatever provision he has attained to, it is for causes most onerous, and for sums of money debursed by the excipient, far exceeding the avail of that which he has obtained by the said provision ; and condescended on the particulars and instructions thereof : and albeit that clause of the bond, obliging him to pay his father's debt, be a good ground whereupon he might be pursued by way of action to pay the same,—in which case, when he is so pursued, he shall elide the same,—yet, that he can be convened as successor *titulo lucrativo*, where he does instruct so clear a cause onerous,—it is against all reason, law, and conscience ; and only for a word narrative, which by no equity can be drawn to such an extent ; for if, by the bond produced, the defender had been obliged to pay some particular designed debts therein-named only, it were iniquity to conclude (albeit the narrative had been of the same tenor whereof it is,) that therefore the defender should be found successor *titulo lucrativo* to his father, and were thereby holden to pay all his father's other debts, by and beside the special debts which he was bound to pay, and which he never could eschew in law, if this ground hold that the words foresaid in the narrative makes him successor ;—the Lords repelled this allegiance ; and,—in respect of the foresaid words, by the which the Lords found that the defender had acknowledged himself to be provided by his father, and so to be successor to him,—they decerned the contract to be registrate against him, *hoc nomine*, as successor, as said is.

*Act.* Advocatus and Nicolson. *Alt.* Stewart and Craig. Gibson, Clerk. *Vid.* 21st March 1634, Orr. Page 868.

1638. December 21. ————— against —————.

IN a pursuit for payment of the sum of 60 pounds contained in this defender's bond, which bore to be all written and subscribed by the defender's own hand ; and the defender compearing and alleging the bond to be null, because it wanted witnesses : And the pursuer opposing the bond, bearing the bond to be the defender's own hand-write, as said is ;—the Lords repelled the allegiance, in respect the bond bore to be the defender's own writing, all written by himself ; which the Lords sustained, without necessity of witnesses, seeing the defender denied not the same to be his hand-write ; in which case, if he had denied, the pursuer behoved to approve the same.

*Act.* ———. *Alt.* Nicolson, younger. Gibson, Clerk.

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1642. February 10. JOHN LESLIE against JOHN DICKSON.

MR John Leslie being retoured heir to his umquhile brother, Colonel George