

that disposition, and in that case declares her disposition to be void; after which the said son makes Janet King his sister, assignee to a part of the said sum, who pursuing the debtor therefore, the said mother compeared, and alleged that she ought to have her liferent, the sum being provided to her during her lifetime; and the daughter opposing the foresaid disposition of her liferent to her son, and the mother duplying upon the said bond granted by her son, done at the same time, as said is, which being *pactum incontinenti adjectum* must be of force, as if it had been insert in the body of the disposition; likewise she had action of declarator intended upon the back-bond, and her said son knowing that he has failed in the condition of the back-bond, has reponed her; and the daughter answering, that the bond could not work against her, who was a singular successor, and saw a disposition pure and simple, not affected with any such condition, as the back-bond bears; and for the declarator, it is posterior to the right made by her brother to her, and sicklike the disposition is posterior: THE LORDS found the pursuer's summons, and the answers in fortification thereof, relevant, and repelled the allegiance proponed upon the back-bond, which, albeit done at the same sime of the disposition, they found could not prejudice this pursuer, who is a singular successor, but only should work against the granter's self; and the action and reposition being after the right made to the pursuer, and intimation thereof were rejected, seeing the condition exprest in the back-bond was not insert in the disposition *in corpore primi juris*.

No 22.  
not to affect  
a singular suc-  
cessor.

Act. ———.

Alt. Heriot.

Fol. Dic. v. 2. p. 63. Durie, p. 820.

1663. January 14. JOHN SCOT against MONTGOMERY.

JOHN SCOT, as assignee to certain bonds granted by Montgomery to Andrew Robertson, charges Montgomery, who suspends upon this reason, that he instantly instructs by a back-bond, that the bonds are for the price of certain lands, and by the back-bond it is provided, that these sums should not be paid till the writs of the lands were delivered, and payment made of some duties thereof.

THE LORDS found the back-bond, being before the assignation, relevant against the assignee, albeit the bonds were simple, bearing borrowed money.

Fol. Dic. v. 2. p. 64. Stair, v. 1. b. 156.