

\* \* \* Newbyth reports this case :

IN a pursuit at the instance of Stevenson and Watt, executors-creditors to umquhile William Stevenson, against James Crawford, the LORDS, in respect of a number of presumptions alleged for the defender, that the bond pursued upon was satisfied and paid, assoilzied the defender from the pursuit, and ordained the bond to be given up and cancelled.

*Newbyth, MS. p. 48.*

No 653.

1673. *January 22.*

WATSON against BRUCE.

IN a reduction, by a relict, of an assignation made by her to her brother-in-law, on this ground, That it was for the behoof of her husband, and the defender his brother's name borrowed, because the husband could not consent in favour of himself, and so revocable as *donatio inter virum et uxorem*; the LORDS, *ex officio*, having taken the defender's oath, he deponed, That he got the assignation, sent him from his brother some years before his death, in security of a L. 1000 due to him by his brother. The circumstances inferring the trust were, *imo*, That the assignation was *omnium bonorum*, without reservation of liferent or aliment, granted at a time when the pursuer was in imminent danger of death; and it was extremely improbable she would have made such right in favour of stranger; *2do*, The husband did uplift of his wife's effects, after the assignation, above 20,000 merks, and the defender was a subscribing witness to many of the discharges, without once offering to interpose; *3tio*, The defender did not allege he got the assignation from the pursuer, or from any person empowered by her to make delivery, and so it was never a truly delivered evident. The defender *answered*, He forbore to make use of his assignation, because, his brother having no children, he expected to be his heir, and was unwilling to cross him. THE LORDS found the evidences of trust relevant and proved, and found the assignation revocable, unless the defender should instruct he was creditor to his brother at the date of the assignation.

*Fol. Dic. v. 2. p. 271. Stair.*

\* \* \* This case is No 344p. 6129. *voce* HUSBAND AND WIFE.

No 654.  
A trust inferred from circumstances.

1678. *February 5.* CLELAND against M'DONALD, M'NEIL and Others.

A COMPETITION between a donatar and an arrester, and a declarator that though the bond was in John Cameron's name, yet the debt was truly Donald Cameron's, and the kine and the price his. THE LORDS finding John's name filled up in

No 655.