

DONATIO MORTIS CAUSA.

1624. *March 2.* LORD CURRIEHILL *against* EXECUTORS OF CURRIE.

No 1.

A BOND being granted by a man to a lawyer, bearing, that it was for pains taken by him in his affairs, and because he had debursed some charges in doing thereof; and therefore binding him to pay the said lawyer a sum at the term after the granter's own decease, if, before his said decease, he did no other deed derogatory to the said bond; and also, if he died having no heirs-male of his own body; this bond was found not to be *donatio mortis causa*, being granted for onerous causes, and so not revocable nor alterable.

Fol. Dic. v. 1. p. 251. Durie.

*** See This case No 2. p. 2937.

1626. *March 8.* TRAQUAIR and ROBERTSON *against* BLUSHIELS.

No 2.

JAMES TRAQUAIR having received a bond from umquhile Thomas Traquair, his brother, whereby the said Thomas disposed to him certain particular goods and gear, with provision, that the same should not be delivered till after his own decease, and the decease of his daughter, she dying unmarried; to which bond James Traquair having made one Robertson assignee, after the decease of the maker of the bond, and his daughter, who died before her father, and unmarried; he pursues Eupham Blushiels, relict of the said umquhile Thomas, for delivery thereof. In the which action, it being *alleged*, That that bond was *donatio mortis causa*, and that the giver of the bond survived six or seven years after the making thereof, and retained the use and possession of the goods disposed to the time of his decease. Likewise, the said bond being *donatio mortis causa*, as said is, was revokable, and was in effect revoked, in so far as the maker thereof made his testament, wherein he nominate his executors, and left his whole goods and gear to them, which makes the executors to have right to

A man granted a bond to his brother, containing disposition to certain goods, with provision, that they should not be delivered till after his decease, and the decease of his daughter. The brother's assignee pursuing for delivery of the goods, after the death of the granter, and his