

Dispositor of his heritages, the law obliges him for his own private
 Interest to take such precautions which are to the prudent and easy. As for the
 cannot on death bed his heirs, such by granting bonds of provision
 to his younger Children for competent portions, (tho he have no
 = capable out of which they can be provided) July 1697 Lord Granleyn
 = del contra Richardson. The Lord said in Justell. 3 Feb. 4 & 20 that
 that now since the Lords of Session are in wife to burden a father's heirs
 a competent estate with payment of Aliments to the Children of the
 = recipient, they will sustain provisions on death bed, in so far as they
 = may be suitable Aliments. But yet they will reduce bonds of provision
 = only the suitable, granted to Children on death bed July 1721 Lord
 of Coltington contra his Sister. Not only death bed bonds which
 = the more large may be directly affected, but also Gratuitous deeds
 = drawing the Moveables from the payment of Moveable Debts, or
 = made in Life gratis, or from the heirs Relief of such Debts, or
 = the willie ex Capite decedenti, tho the Decedent be solvent, if the Name
 of his Moveables be not sufficient to pay the Moveable Debts, because
 the Moveables ought to be affected with Moveable debts: And especially
 who have considerable Moveable Debts were allowed to Execute
 = Executors with Gratuitous Deeds, it were easy to evade Law & Justice
 = by the Law of death bed, by exposting the heritages to be paid
 = up by Moveable debts: ~~And therefore the Law is so made~~
 = ~~that the Decedent should be bound to give a Gratuitous Discharge~~
 of ones Moveables upon death bed was not sustained in any
 = provision with the payment of a debt due by the Grantor to the
 = himself 22 July 1707 Lord & Justice contra Brown and others,
 = prejudicial to the heirs Relief of Moveable debts to which he might
 = be obnoxious as heir, Eodem die Fuller Esq. and 27 Feb. 1693
 = Lewis contra Montgomery. One who in his Contract of Marriage
 = had provided the Conquest to the heirs of the Marriage, having
 = granted a Legacy upon death bed. The Lords found that the Child
 = of Conquest did bind or the father to Dispose of his Moveables
 = on death bed. Altho it was pleaded for the Legacy, that the
 = of death bed doth not Consider simply, if the heir suffer provision
 = but if he suffer provision in an heritable Subject: And that the
 = for the Moveables should be liable for the Legacy, in the same
 = manner as if they were not provided to heirs of the Marriage,
 = or being so provided as if the same Bequeathed had been disposed
 = in life. Pursue by a deed in the Woods. In this case it was argued
 = that the Law of death bed takes place against every deed done
 = on death bed to the prejudice of the heirs. And that the difference
 = who were be heirs, whether of line tailzie or provision, and
 = whether be the Decedent, whether an Alienation of Subjects be

Or Movable Feb. 1722 Maxwell of Neffon of Barncaill. A
 = Disposition was made ex Capite decedenti, altho the grantor had in a
 = testament in her own power, expressed his intention, so to Dispose
 = his heritable rights, whereby the Presumption of his being provided
 = upon by Maxwells or Injurer being taken off 11 Decemb. 1697
 = against contra Lockhart. Because a testament was in effectual as to
 = heritable rights, and Inhibition for he might have changed his
 = mind between the testament and the Disposition. Death bed was found
 = relevant to reduce a Disposition of an estate to an heir of line, in
 = prejudice of the heir Grants to whom the Disposer had provided the
 = said estate, altho the tailzie to him made reserved a power to him
 = to alter or otherwise Dispose of any time during his life: In respect
 = it bore not a faculty, so to do. etiam in hereditate Mortis non
 = death bed and second Injurer only, a power to alter or Dispose
 = Legitimo modo & tempore 23 Feb. 1663 Keyburn contra Keyburn.
 = Disposition of an heritable bond by the heir in favour of his heir of
 = line was found reducible as on death bed, altho the Justice of an heri-
 = tible in the bond, tho the Disposer had reserved in the bond a
 = power to Dispose, which was understood to be in the way Altho
 = by Law 24 July 1692 Porterfield contra Bant. But if a man Dispose
 = to a stranger with the like reserved power, he may freely Exercise
 = the faculty on death bed: Because the heirs Interest is there cut off by
 = the first Disposition in life gratis, and the Receiver of that Dis-
 = position cannot Enlarge the Condition thereof. May farther, tho
 = the apparent heir should require from the Receiver of the Dispo-
 = sition, the faculty might be exercised to the apparent heirs prejudice:
 = Because he cannot Disown the quality of his Interest right. Altho
 = Answer to Dirlet. Doubtly felt Reduction ex Capite decedenti. Fac-
 = ulty to Alter 23 Feb. Death bed. Vid. sup. pag. 1427. This is tailzie
 = made in life gratis with a reserved power to Alter at any time in
 = his life by a Declaration under his hand, was found Revocable
 = and Revoked on Death by his Declaration thereof. In respect, bearing
 = an Exception of the reserved faculty that it should be so. Altho
 = daing a second tailzie made by him. In Acte legitime. But the
 = said quality in the Revocation was found not relevant to sustain
 = the first tailzie for supporting the second against the Receiver
 = of Death bed 23 January 1708 Living ton contra Menzies & Living-
 = ton.

But Death bed Deeds if Consented to by the heir being found.
 = lib. 1 Feb. 12 & 19 Bretherton Dec. 449 McKenzie Just. lib. 3 Feb.
 = & 541. In fine. Or Ratified by him 25 June 1714 Forbes contra
 = Knox the good because the death bed was substituted in
 = favour of heirs: and qualified with the same in favour pro se
 = Introducto. Altho one subscribing witness to a writ doth not Impose
 = 1722