

his knowledge or acknowledgement of the contents thereof Feb  
1676. Vetch contra Pallas and Per 26 July 1672. Gordon contra May  
Upon their subscribing witness to his predecessor's death bed could  
not quarrel the same as Caple died 25 June 1663. Mear of the  
contra March 31 July 1668. Kelly contra Kelly's husband's former  
by Diddons because subscribing witness to a writ in form of a Confe-  
the time of subscribing; and the two were not bound to the King  
It is presumed that he would not be obliged to it without enquiry  
and knowing what it is. The heirs employing a Writer to draw  
of provision by the father to the Younger Children containing a  
in favour of the heir, and offering the same to his father, was refused  
to him, or the heir to quarrel that bond upon the death  
of death bed 22 Decemb. 1704. Erskines contra Erskines of Dalgoon  
the heirs acceptance and possession of an estate to be made in  
possession with the burden of provisions made and to be made in  
favor of the Younger Children without the words chain in de-  
Mortick; was sustained to exclude him from founding, on the  
of death bed against a bond of provision to one of his Children  
he had so home legated & Feb. 1706. Bertram of Vassel contra  
of Donbyres. Tho' it would not hinder him to quarrel the bond  
on a clear Request of Revocation, as force or fear, or upon any  
such Necessity, as the Grant of Writors Name and Testimony.  
man having disposed his estate to his eldest son Reserving  
power to burden at any time in his life, without mention of de-  
bed; the son was not allowed to quarrel a bond granted by the  
power on death bed, in respect he the son had accepted of  
possession by the Disposition, so qualified 22 June 1678. Douglas  
contra Douglas. A Disposition cannot be quarrelled by the heir  
Caple last, if he can show no prejudice that he sustains thereby  
July 1672 Gray contra Gray. Thus a death bed deed in favor  
of the heir and another, which revoked a former deed and  
joined to them equally what had been before conveyed in way  
Benefit to a third person, was sustained effectual against the  
heir for the one half; seeing he had more benefit in getting  
the other half in virtue of the fore said Disposition granted  
Death bed than had the former which revoked it, and which  
altogether Excluded him 25 January 1677. Ker contra Ker  
Albeit a Man cannot on death bed grant a new Grantations  
right to the prejudice of his heir he may then without Confusion  
of his heir perfect an old right. Thus a bond of provision  
granted to a Daughter by her father on death bed, who by  
Contract of Marriage with her Mother was bound to pro-

the burdens of the Marriage to the fee of a greater sum, was sustained,  
as being in effect only a Division thereof and Implement of the same  
died 19 July 1706. Dymonson and his Husband contra Dymonson  
A father having, by Contract with his eldest son and Apparent heir,  
Reserved power to burden the estate with a fee for him, to any person  
he pleased, without Expressing the time when he might do it, was  
found Imposed to assign that sum on death bed; seeing then  
he only named the person to whom it should be paid & June  
1682 Gray contra Heaton of Barns. A Man may on death bed do  
added to which he might have been otherwise Compelled, as for  
payment of his Debt, Craig contra. lib. 1. fol. 10. 519. In Man grant  
a new right for an Equivalent beyond what which will assist  
the heir. Thus a bond granted on death bed for Mail furnished  
to the Deceased was not quarrellable 13 July 1682. Pollock contra  
Fairholer. A death bed bond granted to an Appointee, or a wife  
on one side in part, viz. for Drings and Service to the Grantor, was  
sustained pro tanto and reduced as to the rest, 7 January 1684. Shaw  
contra Gray. The Reason of Death bed was not sustained again upon  
Crestable bond of Corroboration of a Movable Bond granted in  
possession; the former being a sufficient onerous Cause of the latter  
16 January 1709. Darling contra Gray. A Man may on death bed  
grant a Real bond jointure to his Wife in Implement of his former  
obligation to do it, or in satisfaction of the same provided he has  
by law Craig ibid. Spots wood Real. Feb. Marriage heir lib. 3. fol.  
2530. Crestable Debt being Real he paid to the Creditor on death  
bed, may then by him be effectually Discharged, and so Dissolved by  
Walter of Langhdown and his Executors, and so Dissolved by  
the pay ment, which could not be transmitted by assignation  
May 1709. Marriage Dissolved within Year and Day by the  
Husband's death, without any Child presented: The Debt was  
allowed to Revert from that husband's heir the half of the tocher,  
where of the whole had been paid to the Husband and Discharged  
by him on death bed; albeit the husband had Instantly Red used  
the Money to the payer. Seeing it became Movable by the payment,  
and so might be gifted away to any body, which could not hinder  
the Revert from sucking back the tocher Received and Discharged.  
But the heir was found liable only for the half of the sum; because  
the Deceased might be queath by way of Legacy to his Wife his de-  
part; and consequently his giving back the tocher was effectual in  
respect of the Discharge and Receipt thereof, to make the heir  
liable for the other half 15 March 1634. Brown contra Thom-  
son. The onerous Cause of a Debt granted on death bed may be