Blackwood contra Drumond, Constantly putting on his Clothes Making bargains, Accounts; playing at Cards, Walking up and down the house and Conveying Strangers to the gate and to their horses unsupported 21 June 1671 Creditors of Balmerino contra Lady Cowpar and going to Make Visits at a greater Distance than Kirk or Market were Not sustained as Acts equivalent to going to church or Market Nor was ones going a pair of Butts or two from his house to a Coach in Which he was Carried some Miles to a town; and going out and into the Coach unsupported and going up and down the Stairs of the house as he came to and went from the Coach Unsupported sustained Relevant to Elide the Reason of Death bed 25 Novemb. 1687 Craigengelt & Charters contra Craigengelt Alias Heirie. Albeit law does not sustain any private Acts as Equivalent to going to Church or Market, for proving that the Disponer was in liege poustie, or had Convalesced, if he die shortly after: Yet the Defence of going to Kirk or Market is Not Exclusive of other publick evidences of liege poustie as if a Man should go a Voyage his Anterior deed could not be quarrelled as on death bed Stair lib. 4 Tit. 20 § 45. It is Relevant Reply to the second qualification of liege poustie, founded on the granter of the deeds Surviving it 60 days; that his Sickness so affected him at the time of doing the deed quarrelled, that he was not of sound Judgement and Understanding Act 4 Sess. 6 Par. K. W.

Some deeds are presumed to have been granted on death bed, as Holograph writes Wanting Witnesses, until the Contrary be proven 14 Novemb. 1668 Calderwood contra Schaw 24 June 1681 Dows contra Dow. Because if Holograph Writes proved their dates to have been prior to the granters death bed, the Excellent Law of death bed Might be easily evacuated, it being as easie to Induce a person to Antedate a Writ; as to do any thing prejudicial to the heir. But if it be proved by Witnesses that the Writ was seen and Delivered, before the granter contracted his last Sickness; or that being a deed in favour of his Children, or Containing a Clause dispensing with the Delivery, or Reserving his own liferent, it was Subscribed tho not Delivered before Sickness the presumption of having been granted on death bed will thereby taken off Stair lib. 3 Tit. 4 § 29 Vers. Holograph

A bill of Exchange proves its date against the debtors heir feb. 1725 Kennedy of Kilkenzie contra Arbuthnot. A Disposition Subscribed before the granters last Sickness in favour of Was Reduced as on death bed; Albeit the names of his two Nieces were filled up in the blank by his order; after to the Writer in Whose hand the Disposition was 22 June 1678 Birnies contra L. Polmais and Browns. Tho it was not Determined Whether; had the Disponer given Direction to have filled up those Names While he was in liege poustie, and the Writer or trustee omitted to do it till the Disponer was in Lecto Aegritudinis, the Anterior Disposition and Warrand to fill up the Blank would have Supported the deed in prejudice of the heir? Or If such an Anterior warrand being only a Mandate did Cease, so soon as the Mandant became Incapable to Dispone.?

A Disposition in favour of a Grand Child by the Disponers Second Son being Delivered in liege poustie; Not to the party in Whose favour it was Conceived, or to his father, or any Other whose Custody might be held as the Custody of the grand Child who was under pupillarity, but to a stranger without Expressing for Whose Behoof; and being Redelivered to the Disponer upon his death bed when he called for it: The Lords found that the Recalling and Redelivery did Import, that Delivery was Not Simple to the Grand childs behoof, Making the deed Irrevocable but Conditional if the Disponer did Not Recall it; and that the Disposition might be Revoked on death bed 25 January 1677 Ker contra Kers.

As deeds on death bed Relating to heretage do not affect the heir: so Neither Will they be effectual as debts to Exhaust the Executry, or as Legacies to Exhaust the deads part, which he might have freely given away on death bed 26 Novemb. 1674 Paton contra Stirling. For albeit a Moveable bond might be Equiparate to a Legacy: Yet No deed Relating to heretage was ever Sustained in Scotland to affect the Executry.

Sect. 2.
The Year of Deliberation.

An Apparent heir hath Year and day to Deliberate (called Annus Deliberandi) Whether he will enter or Renounce: Because if he once Enter, Simply, he is liable to all his predecessors debts tho far Exceeding the Estate. Which Year of Deliberation Runs from the predecessors death; Unless the apparent heir be a posthume child, whose tutor hath a Year after his birth Allowed to Deliberate what is proper to be done in that Matter Spotswood Prat. Tit. heirs & heirship Stair lib. 3 Tit. 4 § 32 McKenzie Observ. on act 106 Par. 7 J. 5. He cannot be pursued within the