1742. *June* 24. URQUHART *against* URQUHARTS.

No 14.

A DISPOSITION by a husband, who had been valetudinary even from his marriage to his death, in favours of his wife and some of his relations, reduced *ex capite lecti*, though he died of another disease, and though the wife was no otherways provided, in respect the marriage dissolved within the year.

1743. *January* 4. JAMES WOOD *against* NORRIE.

No. 15.

THOUGH promissory notes not holograph granted in England or Ireland are binding even in Scotland on the granter, yet found that they prove not their date against the heir, so as to affect heritage in Scotland.

1743. *November* 23. JANET SOMMERVELL *against* MARION GEDDIE.

No. 16.

DEATH-BED not relevant to reduce a disposition by a liferenter, though having the strongest powers to dispone, unless he be formally fiar; and here indeed the chief question was, whether by the conception of these deeds, which were very singular, this woman the disponer was not also fiar? The first point was determined the same way in February 1744, on a reclaiming bill against my interlocutor, without answers. (Murray, the pursuer, was wife to Mr Seton.) I have not kept the petition.

1744. *November* 2. JOHN LESLEY *against* ROBERT CLEUGH.

No. 17.

A FATHER disponed on death-bed his estate to his eldest son and heirs of his body, whom failing to the children of the second son; and after the father's death the eldest son accepted and ratified the disposition, but happened himself to be then on death-bed. After his death, the second son raised reduction against his own children of the disposition *ex capite lecti*, and likewise of his brother's ratification; but we found that he was barred by his brother's ratification from reducing the father's disposition, and that he could not quarrel that ratification, because he was not heir to his brother

No. 17. in the subject.—N. B. Arniston thought the disposition not quarrellable on another ground, viz. that the immediate heir at the time was not prejudged, and differed from the judgment in Sir John Kennedy's case. (See DICT. No. 17. p. 3198.)

1744. *December* 4, 15. IRVINE *against* IRVINE.

No. 18.

AN eldest son having accepted from his father of a settlement in satisfaction of all interest or claim to his father's estate personal or real after his death, except good will; the father on death-bed conveyed the rest of his estate to younger children. The son raised reduction *ex capite lecti* as to the heritage and heirship moveables, and proved death-bed; but was on the first hearing found barred from reducing by his acceptance of the settlement in satisfaction as said is, which carried by the President's casting vote, (6th November, 1744,) who considered it as a rational distribution of his estate. Arniston was also of the same opinion, and he thought it the same as if the father had settled the whole upon one with a reserved faculty; but afterwards the interlocutor was altered, and the reasons of reduction sustained both as to heritage and heirship moveables.

1748. *June* 10. CUNNINGHAM *against* WHITEFOORD.

No. 19.
Approbate and reprobate.

SIR JAMES CUNNINGHAM, in 1741, made a settlement of his estate, viz, of Livingston, in favour of his brother consanguinean, the now Sir David Cunningham, and of certain substitutes, with clauses not to alter; and of the lands of Whitburn to his nephew, by his sister-german Mrs Whitefoord of Dunduff, with the burden only of such provisions as he Sir James should grant to Mrs Whitefoord's sisters; and 18th December 1746, when on death-bed, he made a new settlement, differing from the former only in two particulars; viz. in this last he frees Mr Whitefoord of his sisters' portions, and burdens Sir James with them. The other difference was in Sir James's favour; viz. whereas in the settlement 1741, he had after the heirs-male of his brother's body, substituted both the heirs-male and heirs-female of his sister's body, before the heirs-female of his brother's body; he in the last deed 1746, preferred the heirs-female of his brother's body before the heirs-female of his sister's body; but in every thing else they agreed, particularly in burdening his brother with the payment of all his debts, and