

1734. *February 15.* BALLANTYNE *against* BALLANTYNE.

No. 4.

LANDS being taken to a man and his wife in conjunct fee and liferent, and to their son in fee, with power to the father to sell, annailzie, &c. *etiam in articulo mortis*; the son died, and thereafter the father annailzied the lands on death-bed. In a reduction at the instance of the next apparent heir, the Lords found the father fiar, and repelled the defence on the father's faculty, and reduced the disposition. But the case had been more difficult had the son been fiar.

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1734. *February 21.* CHRISTIESON *against* KERR.

No. 5.

The onerous cause of a bill on death-bed not sufficiently astructed, by two witnesses saying that the defunct acknowledged he owed the money.

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1736. *June 16.* BROWN *against* MUIR.

No. 6.

DEATH-BED, that reason of reduction sustained, though the deed was signed at Ayr, and the granter died at Irvine; but the defence sustained that it was written and signed by the pursuer's elder brother, then the apparent heir, as witness; but it was thought that his signing as witness would not alone have been sufficient.

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1736. *July 30.*

CREDITORS of Sir PATRICK STRACHAN *against* BALDWIN.

No. 7.

AN annuity provided to a wife on death-bed in the form of a contract of marriage, by one *obæratu*s at the time reduced *ex capite lecti* even at the instance of creditors, so far as might affect the fee of the estate, and not sustained to the extent of a terce; but the Lady being dead, action reserved to her representatives, upon her right of terce, against the tenants or intrmitters with the rents, as accords.

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1736. *November 24.*

EARL of ROSBERRY and His CREDITORS, *against* LADY MARGARET and DOROTHEA PRIMROSE.

No. 8.

THE Lords thought the market cross of Edinburgh a market place in the construction of law, and therefore in the Earl of Rosberry's case, they found