mentary witnesses and others, that he employed the writer to make out this deed, and passed his son because he had already left him more than any of his bairns; that he actually subscribed this deed, and for that end had his name and sirname written on another paper before him, that he might copy it, (which he appeared to have done very unskilfully, all the letters being capital letters); and, last, that he had shown it to other witnesses, and told them it was subscribed by him. And some persons suggesting that exceptions might be taken to it because of the subscription, he proposed to have it written over again to be signed by notaries, so that there was no doubt of the truth of the deed. The objection moved by the President against it was, that the defunct could not be said to know to write, and therefore he ought to have used notaries; and that sustaining such deeds would destroy the indirect manner of improbation by proving the granter could not write. But the majority were of a different opinion. It could not be said that the defunct could not write, when he did write; and that would at once destroy all writings signed only by initial letters. And as to the other, the proof adduced by the defender would have destroyed this deed, had all the subscribing witnesses been dead, and if it had not been clearly proved that the defunct actually subscribed the deed and owned it as his; and therefore we sustained it, 22d July. But, 39th November, we reduced the disposition, and assoilzied from the process, which is a reduction reductive of a decreet of reduction in absence. But, 12th January 1750, we altered, and sustained the deed;—26th July, Again altered.—29th November, Adhered.

No. 26. 1751, Jan. 9. JOHN FALCONER *against* ARBUTHNOT, &c.

IN a reduction of some bonds granted by Lady Phesdo the pursuer's mother as legacies to several grandchildren and great grandchildren, particularly a bond of 12,000 merks to Fordoun or his children about two months before her death; it was proved that the Lady when 94 years old was bed-fast, and had been for some time so blind that she hardly knew her own children and servants till she was told who they were, and through that and the palsy or shaking in her hands she could not sign without help, and therefore signed receipts to tenants when Fordoun commonly led her hand. Here it was proved that she signed these bonds with Fordoun's assistance; some of the witnesses said, holding her by the wrist; others that his hand was upon her's; others that he only held the end of the pen. The witnesses did not hear the bonds read to her, but she said to them that these papers had been read to her, and therefore she desired them to witness her subscription. But as she was so blind, that she could not read any of them herself, and, for any thing that appeared in the proof, bonds of another tenor or for other sums might have been read, and not the true sums, so that there was no evidence that she knew what she signed, we unanimously reduced them all. (See No. 32, *voce* WITNESS.)

No. 27. 1753, March 9. ALEXANDER DURIE *against* JOHN DURIE.

DAVID DOIG of Cockstoun as trustee for Alexander Durie, objected to a disposition of a very small parcel of lands disponed by the said Alexander to John Durie, that the disposition was void and null by the act 1681, for that the names and designations of the witnesses were not inserted in the body of the deed but subjoined to it. The case appeared