

On an appeal, the interlocutors were reversed, and the defenders were obliged to produce the writs and deeds specially called for. They did so; the cause proceeded, and, 27th June 1776, the defenders were assoilyied.

1777. February 19. JEAN ROBERTSON *against* WILLIAM FRASER.

FACILITY and lesion by themselves have not been held as sufficient grounds of reduction by the law of Scotland: fraud has been reckoned a necessary ingredient; at the same time, where the other two are great, a lesser degree of fraud will be sufficient, and will, in certain cases, be presumed: great facility and great lesion will presume fraud. The Lords, however, in some late cases, seem to hold that facility and lesion, even without fraud, are sufficient.

The case of *Dallas against Dallas*, and of *Macdonald of Shian against Macpherson of Killiehuntly*, point this way.

The above reflections occurred in a case this day, under consideration of the Lords, *viz.* a reduction at the instance of Jean Robertson *against* William Fraser, for reducing a transaction between them with regard to Jean's share of a moveable succession to an uncle.

She appeared to be a weak woman, though not extraordinarily so; and the inequality of the bargain seemed, as it turned out, to be considerable; at the same time it was, in some respects, a bargain of chance. It had been transacted openly, not *remotis arbitris*, and was homologated and acquiesced in for years by Jean Robertson. A fraud was not alleged further than appeared from the nature of the transaction, which the Lord Monboddo, Ordinary, not thinking sufficient, refused to allow to the pursuer a proof of the reasons of reduction: But the Lords were of a different opinion, and allowed the proof before answer.

Lord Gardenston gave it as his opinion, that facility and lesion were, *per se*, grounds of reduction sufficient. The other Lords kept in general, and, on a division, allowed the proof.

REGISTER.

1775. December 10. RALSTON of RALSTON, &c. Petitioners.

A BOND for L.1300 had been recorded in the Sheriff of Renfrew his register. The debtor having gone to Granada, it was found that an extract of the bond from the Sheriff's Register was, in their courts, held to be a voucher of the debt. There were several persons interested in the bond; some of them for the annualrent,—some for the fee,—some of the last were minors; and the