pursuers apprehensive of the decision, applied to the Chancellor, and got a warrant to Sir Nicholas Baillie to give then access to the lunatic, to get from him a letter of attorney to Mr Hamilton to sue in his own name, which warrant he granted, and they got the letter of attorney, and insisted on both titles. Excepted, a lunatic could give no attorney, which the pursuers maintained he was; and if he was not lunatic, yet by the petition and warrant it appeared he was used as such and not his own master. I reported the case, and the Lords unanimously found, that neither the Chancellor's commission nor the letter of attorney gave a sufficient title to carry on this sale. But this was reversed by the House of Lords, and the title sustained to maintain action in the appellant Morison's name, 13th February 1750, which was founded on the letter of attorney as I was told.

IMPLIED WILL.

No. 1. 1736, Jan. 7. Mochrie *against* Linn.

The Lords found that a general conveyance of all goods, gear, debts, and sums of money, and others whatsoever that did pertain or should pertain to him at the time of his death, to which a particular enumeration of moveable bonds was subjoined, neither extended to a house nor even to an heritable bond, though no infeftment followed on it. This was unanimous.

No. 2. 1737, Dec. 21. Hew Montgomery *against* R. Montgomery.

The Lords by a narrow majority found that the pursuer must make his election, and either accept or repudiate this disposition. *Renit.* Justice-Clerk, Strichen, Kilkerran, Tinwald, Arniston, *et me.*

No. 3. 1738, Nov. 3, 9. Parkhill *against* Weir.

A question occurred, Whether Parkhill accepting from his wife in her contract of marriage a general disposition *omnium bonorum*, with a reserved faculty to the wife to dispose of 10,000 merks, the husband is liable to the creditors of the wife after her death, otherwise than in so far as he was *lucratus* upon deducting a competent tocher, or which is much the same, if he should have deduction of these debts out of the faculty; or on the other hand, if the husband is liable *in valorem* of the subjects to the whole debts as well as faculty, without regard whether he has a competent tocher or not? This last carried by a great majority, *sed renit.* Arniston, Strichen, and Murkle, who thought that such a general disposition did not at all make the husband liable for any debts, only it might be reduced on the act 1621, so far as exceeded a competent tocher, in the same way as if it were a special disposition, and, if it did not exceed a competent tocher, he was not at all liable after dissolution of the marriage; and if he paid them these, or if he paid