

1683. *March.* Marquis of MONTROSE *against* BUCHANAN'S RELICT.

No 13.

A DONATAR of escheat found entitled to revoke a donation granted by the rebel to his wife before his rebellion, the rebel having died insolvent.

Fol. Dic. v. 2. p. 133. Harcarse.

* * This case is No 128. p. 5926. *voce* HUSBAND and WIFE.

1699. *February 7.* HANDYSIDE *against* HANDYSIDE.

No 14.

IN the action Isobel Handyside, relict of Robert Wilson feuar in Kelso, against Mr Andrew Handyside writer in Edinburgh, among sundry other points decided, the LORDS found a bond granted by a man to his wife for a sum, bearing it was borrowed money, was not null, though the narrative be false in law, seeing she had no money but what was his already *jure mariti*, but that it ought to subsist as a donation from the husband to her, and that the general disposition made by him to the said Mr Andrew after his bond, was no sufficient revocation of it, because obligations and special legacies require a special revocation to take them away, and so it was neither extinct *confusione*, nor by any revocation.

Fol. Dic. v. 4. p. 132. Fountainhall, v. 2. p. 41.

1707. *December 31.* LIVINGSTON *against* MENZIES and LIVINGSTON.

No 15.

TEARING away the sidescription from the joining of the first and second sheets of a tailzie, was not found to annul the tailzie, although the obligation to resign, the procuratory of resignation, and lands, were contained in the first sheet; because sidescribing is not an indispensable solemnity in private voluntary rights, as it is in decrees, inhibitions, and other diligences; and further, the maker of the tailzie considered it as valid, notwithstanding the sidescription was torn off, by some days thereafter signing a revocation thereof, except as to a particular effect, for which he declared it was to subsist.

Fol. Dic. v. 2. p. 119. Dalrymple. Forbes.

* * This case is No 69. p. 3261. *voce* DEATHBED.