

## IMPLIED WILL.

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1736. *January 7.*      *MOCHRIE against LINN.*

No. 1.

DISPOSITION of all goods, gear, debts, sums of money, and others whatsoever, pertaining, or that should pertain to the disponent at his death, with an enumeration subjoined of moveable bonds, found not to comprehend a house, nor even an heritable bond, though no infertment followed on it.

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1737. *December 21.*  
           *HEW MONTGOMERY against ROBERT MONTGOMERY.*

No. 2.

DISPOSITION being made by a defunct with certain burdens, some of them in favours of the heir-at-law, who pursuing the disponent for payment, though he had not yet accepted the disposition; the Lords found the disponent bound to make his election, and either accept and so become liable to the burdens, or to repudiate that the heir-at-law might take the subject.

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1738. *November 9.*      *PARKHILL against WEIR.*

No. 3.

DISPOSITION *omnium bonorum* implies the burden of debts. *Vide inter eosdem voce MUTUAL CONTRACT.* *Vide 24th January 1738, Mary Dick against Mrs Cassie, voce HUSBAND AND WIFE.*

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1745. *June 5.*  
           *SIR LAURENCE MERCER against ANDREW SCOTLAND.*

No. 4.

DISPOSITION *omnium bonorum* with the burden of debts, and declaring every person who should take any benefit by it liable in payment of his debts; yet the disponent found liable only *in valorem*. *Vide inter eosdem voce PROVISION TO HEIRS, &c.*