Anne Cap. 6 Allow not only of Written testaments, but also of Nuncupative Wills, being in use before Letters were Invented. But in the usage in France all testaments ought to be in Writing, and in presence of a Notary Les Loix Civiles &c. Tom. 1 Part 2 Liv. 3 Tit. 1 Sect. 3 Art. 20.

A Codicil is a less solemn will of one that dies testate or Intestate by which if testate he burdens the Executor in his testament, and if intestate his Executor at Law, or Heared of Kin to pay some Legacies, or do some other thing after his decease: Or whereby one alters Retracts or Explains some thing in a testament Made by him. This Supplement of a Will is called a Codicilla Codice a Book, because among the Ancients it was writ with an iron pen in Smale thin and portable Waxed tables of wood: as a testament was Called Codex because writ in Greater tables. Persons declare their Mind some times in a testament and Codicil when things have been forgot out of a testament formerly Made, or things have in Want to be altered or explained, which additions All Alterations or explanations are Inserted in the Codicil; that sometimes one Declares his Will partially in a Codicil only, when he Intends to leave some Legacies to friends, and has no minder opportunity to make a solemn testament. By the Civil Law it is Necessary for the Validity of a Codicil, that it should be attested by five Witnesses Lib. 5 tit. Cod. de Codicil. But in Scotland and England no Distinction is made betwixt the Number of Witnesses Required to a Codicil, and those Required to a testament; and with as the like Solemnity is Required in Codicils Containing Legacies above a hundred pounds, as in testaments.

A General Gratuitous Disposition omnium Bonorum is a General right from one to all Moveable goods and Gear that shall belong to him the time of his Decease. Persons who accept one Medle by Virtue of General Gratuitous Dispositions, are liable in Valorem of the Subject Disponed to the Creditors of the Deceased. Thus the accepter of such a Disposition was so liable for the price of a house sold to the Disponer Conform to a Minute of Sale Unperfected: Albeit the Heir might Claim the Disposition of the house to be extended in his favour 7 July 1714 Ker contra Sehana. A General Disposition by a husband to his wife in their Contract of Marriage of all Debts that should happen to be owing and goods and gear that should pertain to him the time of his Decease with power to Intromit therewith and Dispose thereof without Confirmation was found not to give the wife a preferable Interest in the husband's Moveable

Moveable Effects, or to be effectual after his death to hinder his Creditors who had Ratified the Contract of Marriage, from affecting by Diligence the Subject Disponed for payment of a just debt Contracted after the Marriage Contract 26 Novemb. 1713 Borthwick contra Wood. Because this a Disposition Empowered tacitly deductis debitis. A Disposition omnium Bonorum without any Cause onerous and without Delivery does not exclude the necessity of Confirmation 23 June 1663 Procurator Fiscal of the Commissariot of Edinburgh contra Fairholm. Yea a Disposition omnium Bonorum with Delivery, and power not to exclude Confirmation, where the Disposition bore a Reserved faculty to the Disponer to Dispose otherways of the Goods during his life time 4 July 1665 Commissarie of the Bordes contra Borthwick. A General assignation without Confirmation was found not sufficient to prefer the assignee to the Bonds to Creditors who had after his decease obtained a Decreet against his Executor Confirmee Yea though the assignation was intimated before the Confirmation 9 January 1723 Sir James Gray contra Edward Bruce.

All persons may Make testaments or Codicils who have the use of their Reason, even Minors having Curators without their Consent, who may even make their Curators their Executors and Universal Legatories without Regaining their Reason Relations 30 Novemb. 1680 Lear contra Adams. Persons Interdicted may Make testaments without Consent of the Interdictors, since Marriage Women without Consent of their husbands Stair lib. 3 Tit. 8 § 37 that by the Law of England a woman Covert cannot Make a testament of her Goods and Chattels without her husbands Consent first obtained Park 501. 4 Rep. 51. In short to know who are the persons who have a power of Making a testament, or of Receiving any Benefit by one, it is necessary to know who in the law has rendered Incapable thereof: for whoever is under no Incapacity, is capable both of the one and of the other L. 4 Qui Testam. fac. poss. The causes which Render persons Incapable of Making a will proceed from some one of the qualities of Nonpupillage, or age that is the want of 14 years Complete in Males and twelve years Complete in females; the being Idiot or furious during that Distemper, the being Bastards not Legitimated Nor having Lawfull issue Nor power from the King to make a testament; any of which qualities doth Incapacitate or Disable to Make testaments S. Fndl. quib. Non est Perm. fac. Test. Stair ibid. Altho even one who had Made his testament before he has Attained