

No 12. shall occur, the Lords will consider of it, whether it be alike with the relict or not; but as to the relict, she is no ways to be favoured as to the general clause of conquest, she being more than sufficiently provided *aliunde*, and more than effecting to any portion that she brought with her; and law and reason allow, that lands acquired should be *cum onere* of the price.

THE LORDS found the reason of review relevant. Thereafter it was offered to be proven, by John Kello's oath, that a part of the money was owing to him before the acquiring of the land, which the LORDS would not sustain to take away the clause exprest in the bond, and to which her own father was witness.

*Gilmour, No 172. p. 123.*

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No 13. 1676. June 27. EARL OF DUMFERMLINE *against* EARL OF CALLENDER.

A CLAUSE of conquest, in a contract of marriage, in favour of a wife, of all lands, sums of money, &c. to be purchased during the marriage, extends only to what the husband acquired during the marriage, more than what he had at the time of the contract, and with the burden of all his debts contracted during the marriage.

*Fol. Dic. v. 1. p. 198.*

\*\*\* See The particulars No 7. p. 2941.

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### SECT. III.

Subjects purchased partly before and partly after the Marriage, how far, reputed Conquest.

No 14. 1627. July 19. LADY DUMFERMLINE *against* The EARL.

REVERSION, used after a contract of marriage, found to be of that nature, that the benefit thereof should be disposed to the wife, by virtue of a clause of the contract, to provide her to all conquest made *stante matrimonio*.

*Fol. Dic. v. 1. p. 198. Kerse, MS. fol. 65.*