

No 11. *goods and gear, &c.* in the same manner as the clause disposing the moveables. And, *3tio*, It is most ordinary to grant faculties and powers to dispose of lands and other heritable rights.

THE LORDS found, That the clause providing that the pursuer should have power to dispose of the half of the goods, gear, sums of money, and others contracted on her part, doth import a return of the half of the heritable subjects disposed by her to her husband, as well as moveables; and therefore found and declared, that she hath right to the half of the houses disposed by her in her contract of marriage.

Fol. Dic. v. 1. p. 339. Forbes, p. 507.

No 12. 1728. *November 28.* TRAIL of Sabae *against* MOODIE of Melsetter.

A WIDOW, infest in a liferent locality, sold the same, 'together with all right, title, interest whatever, that she could any way ask, claim, or pretend in and to the foresaid local lands.' This was not found to comprehend a claim of recompence she had against her husband's Heirs by her consenting to the preference of a creditor who drew the rents of her local lands for several years. See APPENDIX.

Fol. Dic. v. 1. p. 339.

No 13. 1736. *January 6.* MOCHRIE *against* LIN.

AN assignation *mortis causa*, executed in *liege poustie*, containing an exact list of all the moveable bonds and bills, with a general clause adjected of 'goods and gear, debts and sums of money, gold, silver, coined and uncoined, and others whatsoever,' was not found to comprehend an heritable bond due to the defunct, but the same was found to belong to the heir. See APPENDIX.

Fol. Dic. v. 1. p. 340.

No 14. 1760. *December 11.* WADES *against* HEIR of Marshal WADE.

A PERSON, by a disposition executed in England, after the Scots form, conveyed to his natural children 'all and whatsoever debts and sums of money, real and personal, resting or due to him by any person or persons in Scotland, by bond, bill, account, or any other manner of way.' It was questioned between the natural children and the heir at law, whether this disposition was effectual to convey a right to the accumulate sums in certain adjudications at the disponent's instance against the York-Buildings Company.—THE LORDS found, That the disposition conveyed all debts, whether secured by adjudication, charter and infestment or not.

Fol. Dic. v. 3. p. 249. Fac. Col.

* * See this case, No 20. p. 221.