

him; and some others were of the same opinion; but of that I own I doubted; and we did not determine it. We also unanimously found, that by this bond there was no *jus quesitum* to the children, but that the father might if he pleased give it up.

No. 14. 1739, Dec. 21. CAPTAIN, &c. CAMPBELL *against* ELIZABETH CAMPBELL.

See Note of No. 2, *voce* *ARBITRIUM BONI VIRI*.

No. 15. 1739, Dec. 14. ALISON PRINGLE *against* THOMAS PRINGLE.

THE Lords found that Thomas Pringle, the son, having succeeded by disposition to his father, in lands exceeding his share of the provision in the contract of marriage, that his said share is thereby satisfied and extinct; for they most justly considered this obligation not as a debt to be paid first out of the executory, and then the heritage, but as a settlement by the father of his succession, whereby the father was bound to the respective children, that their succession should amount to the sum contracted, and that the father fully implemented it by letting the succession devolve to them severally (though no disposition had been made by him) to the extent of their shares of that sum. 8th February 1740, The Lords adhered.

No. 16. 1740, June 11. JOHNSTON, &c. *against* JOHNSTON, LADY LOGAN.

THE Lords, in consideration of the circumstances of the case, and particularly the cause expressed in the first bond of corroboration, for the brother renouncing the clause of return in his father's bond of provision, which was, that failing children of Mary-Anne, the 8000 merks should return, and instead of that clause making the clause to return in case of her dying before marriage, and in the same deed granting an additional provision for 7000 merks, payable indeed at the first term after Mary-Anne's marriage, but to return in case of her death without children lawfully procreate of her body, and existing at the time of her death;—the Lords were of opinion that the granter had this event in his view, and as his sister had a sufficient portion, the 8000 merks for a marriage settlement, his meaning was, that she should not disappoint the clause of return by assigning even in her contract of marriage, and therefore found the clause of return still effectual notwithstanding the said contract; and the said Mary-Anne having already assigned the money, found the assignee, Captain Napier, obliged, upon payment, to find caution to repeat, in case the condition of the return shall exist. This was unanimous.

No. 17. 1740, Nov. 6. JACK *against* HOOD.

THE Lords (6th November 1739) found the father's obligation to the son in the contract of marriage is void by the dissolution of the marriage within year and day without issue, and that the son's assignment conveyed no more than the debt, such as it was. *Renit.* President, Royston, Minto, Murkle, Arniston.