

- No. 3. both father and mother, in satisfaction of bairns part of gear, portion-natural, executory, &c. that he could claim through the death of either, and of which he gave his brother a discharge of the same date; he died before either father or mother, and the father died before the mother. This was found to be no conditional bond, and the money, notwithstanding his pre-decease, found due.

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1746. *July 4.* CAIRMONT *against* GORDON.

No. 4.

A CHILD'S provision being payable the first term after the granter's death or the child's marriage, which of them should first happen, we thought it not a conditional provision, because the granter's death was not what the law accounts *dies incertus*; and therefore, we found that the bond was not vacated, though the child died before the term of payment, and altered Lord Kilkerran's interlocutor, and he had himself altered his own opinion.

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1749. *February 1.* MASON *against* EXECUTORS of GEORGE BELL.

No. 5.

A CONTRACT where a grandfather obliged him "to aliment a grandson till he be 16 years of age, which will happen (says the contract) May 7, 1747, and to pay him 600 merks at the term of Whitsunday 1747, which (says the contract) will be the first term after the age foresaid;" the grandson dying before that age, the obligation for 600 merks was found conditional, and the money not due, and my interlocutor finding it due altered.

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1752. *Jan. 25, Feb. 7.*

JANET MAXWELL, and STORIE, Her Husband, *against* JAMES MAXWELL of Merksworth.

No. 6.

A CONTRACT of marriage provided the man and wife's whole stock, 15,000 merks, to the heirs-male, whom failing, the heirs-female to be procreated of the marriage, containing an obligation, in case there be no heirs-male procreated of the marriage attaining majority or marriage, to pay to the daughters, if one, 5000 merks, if two, 8000 merks, if three or more, 10,000 merks, payable at their marriage, in full of legitim, executory, or what they could