

for establishing the fee in his said children equally among them. And taking the case in that point of view, it was most unjustifiable in the eldest son, after making up a title in his own person as heir to his father, to attempt to deprive the pursuer of her just right, by conveying these subjects in the manner he did to his brother Thomas, and the two defenders, one of whom was not even born at the time when their father's settlement was made; and, as the defenders do represent their said eldest brother, it is but just and reasonable that they should be answerable to the pursuer for what he in that manner attempted to deprive her of.

No 158.

"THE LORDS find, that Helen Mearns, as one of the four children in the settlement, is entitled to a fourth share and proportion of the free price of the subjects as sold to John Veitch."

And afterwards refused a reclaiming bill without answers.

Act. *Wight.*

Alt. *Geo. Wallace.*

Clerk, *Ross.*

*Fol. Dic. v. 4. p. 188. Fac. Col. No 189. p. 115.*

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S E C T. XXI.

Provisions in a postnuptial contract, whether effectual to compete with onerous creditors?

1746. June 18. EXECUTOR OF MURRAY *against* MURRAY.

No 159.

A PROVISION by a father, in consideration of an additional tocher paid by the wife's father, made in a postnuptial contract of marriage, of a sum to the heir-female to whom the father's entailed estate was to descend, was reduced at the instance of prior creditors; and posterior ones whose money had been applied to the payment of prior debts:

*Fol. Dic. v. 4. p. 188. Rem. Dec. D. Falconer.*

\*\*\* This case is No 104. p. 990., *voce* BANKRUPT.

1754. July 2. STRACHAN *against* CREDITORS OF DALHAIKIE.

No 160.

JAMES STRACHAN, of Dalhaikie, in a postnuptial contract of marriage, bound and obliged him, his heirs, &c. to satisfy and pay to the children procreated,

The provision in a postnuptial contract