

1741. *June 30.* ANDREW PRINGLE *against* ALISON PRINGLE.

No. 5.

A DISCHARGE by a son to his father of his mother's contract of marriage, legitim, bairns part of gear, and of all that he could ask or crave of his father in his lifetime, or in and through his decease, does not exclude him from succeeding with the other bairns to the dead's part.

* * The like, 22d November 1743, Anderson *against* Anderson, *voce* EXECUTOR.

1742. *June 2.* ROBERTSON *against* KERR.

No. 6.

IN the case William Robertson and Mrs Jean Kerr, *voce* MUTUAL CONTRACT, the Lords sustained the pursuer's claim of a legitim in right of his nephew Major Robertson's son now deceased, and found that claim not barred by the testament naming the son executor and universal legatee, in respect of the substitution by which they thought the son limited, that he could not alter during minority, and they thought the father could not so limit him in the legitim. (See DICT. No. 34. p. 8202.)

1749. *February 22.* AGNEW of Sheuchan *against* AGNEW his Brother.

No. 7.

ONE dying intestate leaving two sons, the eldest his heir and *in familia*, and the second forisfiliate by accepting a provision in satisfaction of legitim and bairns part of gear, but no mention of executry, and leaving no relict, the eldest son claimed the legitim, notwithstanding of his being heir, because he was the only bairn *in familia*; but Lord Dun, and afterwards the whole Lords preferred the second son to the whole moveable succession. *Vide* the last reclaiming bill by James Ferguson, which is well written. (See DICT. No. 8. p. 8167.)

See NOTES.