realm by banishment for life by whatever authority it be, and therefore whatever be law as to estates of Englishmen in England, I thought there was no doubt that the *jus mariti* in Scotland continued during the husband's natural life. However, the Court sustained Mrs Stormont's claim *renit. multum* President, Milton, Shewalton, *et me.* Woodhall did not vote. For the interlocutor were Minto, Drummore, Strichen, Dun, Murkle, Kames.—Justice-Clerk in the Outer-House. But without a vote, we found that in case of the husband's surviving, the Crown had right to the liferents provided to him.

No. 23. 1753, July 10. SIR LEWIS M'KENZIE'S CLAIM on CROMARTY.

THIS claimant in 1723 obtained decreet of constitution against the last Earl of Cromarty, for a principal sum and annulrents from 1705, and thereon an adjudication, accumulating the annalrents on the obligement of old Earl George his father,—but there was no penalty. He claimed his accumulated sum and interest from 1723, the date of his adjudication, but Lord Dun, Ordinary, (in respect of a precedent to be after mentioned,) restricted it to the principal and annualrents from 1705, but gave him his necessary expenses. Sir Lewis reclaimed, and at first the Court seemed to think the claim founded in equity, but upon answers reciting a former judgment in a parallel case of Thomas Belshes who in 1733 adjudged the estate of Nairn, we 15th July 1752 gave the like judgment. The Court this day, 10th July, adhered, but it carried only by my casting vote in the chair.—N. B. I had omitted the former decision, being only for advice. The interlocutor was 9th March 1754 altered *nem. con.* The President (who drew the reclaiming bill when at the Bar) was very clear, and at last so seemed Justice-Clerk. I gave no opinion.

No. 24. 1754, Feb. 27. OLIPHANT'S CLAIM on GASK.

BY contract of marriage of Laurence Oliphant the attainted person, he became bound failing heirs-male of the marriage to pay to the daughters, if one, 15,000 merks, if two or more, 25,000 merks at their marriage or age of 16, which should first happen, which they claimed. Answered by Lord Advocate: There is a son of the marriage, and therefore the condition has failed, and the estate being forfeited it can never go to heirs-male. Replied, If the son die before his father, then the provision will become due, and they claim only as conditional creditors in that event. Dismissed the claim. *2do*, Laurence the father in 1731 granted a bond of 9000 merks to James Oliphant his father, which bond the father assigned to the claimant and his sister by assignation of the same date with the bond, but empowering the father to divide it as he pleased, or to give it to any one of his children, and the grandfather was said to have sent this to his daughter-in-law the claimant's mother to keep for the children, and the bond and assignation with the subscriptions to both cancelled now produced with a letter by the grandfather to his daughter-in-law of the same date, that appeared never to have been sealed, recommending to her to preserve the inclosed, without saying what was inclosed: *3tio*, They produced two bonds of provision by Laurence to his two daughters, one to the claimant of 10,000 merks, and the other to her sister of 9000 merks, with a substitution to the claimant of 5000 merks, both dated 17th April 1739, contained a power of revocation and dispensing with the not-delivery; and claimed the first 9000 merks, although the bond was cancelled by their father, which they said he could not lawfully do, and therefore he granted the new bonds, which though they contained a power or faculty to revoke, yet that faculty could not forfeit, and quoted sundry