

both are held good, unless the one deed expressly cancel the other. This, however, is denied: and, by many, the above decision is held to be a standard rule, according to which all such cases fall to be determined, where it does not clearly appear that a twofold provision is meant. And, as to affection of parents to children, this no doubt will operate so far as to support a claim to a moderate and reasonable provision; but, in every other view, the natural and fair presumption is, that the last deed expresses the whole burden which the defunct intended to lay upon his heirs, unless some strong indication to the contrary shall appear.

Memorials, *Irvine of Drum against Earl of Aberdeen, &c.*

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1776. *November 22.* The YOUNGER CHILDREN of MONTEATH of KEYS *against* The TRUSTEES of the DUCHESS of DOUGLAS.

THE above mentioned decision, in the case of Belsches, was mentioned in the papers, *The Younger Children of Monteath of Keys against The Trustees of the Duchess of Douglas.* The Duchess's sister having been married to Monteath, senior, the Duchess entered into a contract with Monteath, father and son, and her sister, to save the family, by old Monteath's disposing the estate to his son, and the son relieving him of his debts, and the Duchess and he giving the father an annuity; an annuity also to Mrs Monteath after her husband's death, and L. 1000 to provide younger children: besides all which, the Duchess bound herself to pay further provisions to the younger children. A few months after, the Duchess made a final settlement of her affairs, and left legacies to the Monteaths: in this settlement she recalled all former settlements. The younger children claimed on both deeds, and pleaded, that the first deed, being by way of contract, could not be revoked, and that in fact it was not revoked. It was no settlement of the Duchess's affairs; and therefore, unless the Duchess had declared that they were not to claim under both deeds, they were entitled to do it: her intention probably was so, but she had not done it. "The Lords, on report of Lord Monboddo, found, That the younger children were not entitled to claim the benefit of both deeds, but had it in their option which to accept of." In reasoning, they put the interlocutors upon the Duchess's intention, and that she was under no natural obligation to provide for them.

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