which had become almost part and parcel of the institution of marriage. It was not surprising such a rule had been adopted, seeing the extraordinary severity with which adultery had been treated in that law. The husband's fund fell within the rule of a *donatio propter nuptias*, and was forfeited upon the divorce for his adultery. It was not for the House, which was bound to administer the law of Scotland, to arrogate the right of overturning a law which had existed so many years, and which had become an established basis for dealing with property in that country. The decision should therefore be affirmed, with costs.

Judgment affirmed with costs accordingly.

HARVEY *v.* LIGERTWOOD.

The LORD CHANCELLOR said he had very little to say in this case. The appellant sought to reduce and set aside a disposition which he had executed of all his goods under a well-known process for the relief of insolvent debtors, called a *cessio bonorum*. He said that that disposition included something that was incapable of alienation, and therefore the deed was to that extent void. The House had already decided that the appellant had no vested interest in the funds arising out of his marriage contract, but it was said that he had still a contingent interest in the event of his surviving his former wife. The case had been very ably argued by the junior counsel for the appellant; but there was really no substantial ground for interfering with the judgment of the Court below. The contingent interest referred to would not be an alimentary provision at all, but would be alienable, and therefore was carried by the *dispositio omnium bonorum*. The interest, in any event, is very small, and the Lord Ordinary took the proper view of the case, and his interlocutor should be affirmed.

LORD CHELMSFORD concurred, and said that by the previous decision of the House the appellant had forfeited all the interest which he took by virtue of the marriage-contract. If there was a contingent interest which he might have over and above in the event of his surviving his wife, that was an interest which he could dispose of, and which he had disposed of. The decision below was perfectly right; and it was painful to think of the money and time that had been wasted in such a litigation as this.

LORD WESTBURY also concurred, and said one of the reasons for reducing this deed was that it had been executed in a dark and dirty dungeon, when the husband was a debtor; but the law expressly provided that the debtor could, in such circumstances, execute a valid deed called a *dispositio omnium bonorum*. The other ground was that a wrong construction had been put on the marriage-contract; but that was no ground for reduction. If the interest which the appellant still has in his marriage-contract is inalienable, then it has not been alienated. If it was alienable, then it was conveyed by the disposition, and cannot now be altered. This case was an instance of great pertinacity in litigation, and it was to be regretted that, owing to the respondent not appearing, it could not be dismissed with costs.

Judgment affirmed.

Monday, March 11.

CATTON *v.* MACKENZIE.

(*Ante*, vol. vii, p. 687, also pp. 250 and 410.)

Entail—Provision to Children—Entail Amendment Act (11 *and* 12 *Vict. c.* 36, § 43).

Terms of a clause in an entail authorizing provisions to younger children, *held* not to render the entail invalid under 11 and 12 Vict. c. 36, § 43.

The late Hugh Mackenzie died on 30th July 1869, possessed of the entailed estate of Dundonnell, valued at about £150,000. He held the estate of Dundonnell as institute under an entail executed by his father in 1838, and on the death of the latter, in 1845, he completed a feudal title to the lands under the entail. He also acquired certain lands called Mungusdale, in fee simple, of much smaller value.

Mr Mackenzie was never married. He left a natural daughter, Miss Mary Mackenzie, who was married in November 1865 to Mr Alfred Catton.

By a trust-disposition and settlement dated July 1854, Mr Mackenzie conveyed to trustees the estate of Mungusdale, as also his whole heritable and moveable estate, directing them to hold the same for behoof of his daughter.

In December 1869 Mrs Catton and her husband raised a declarator against Kenneth Mackenzie, brother of the late Hugh Mackenzie, being the first substitute in the entail of Dundonnell, to have it found that the entail of Dundonnell was invalid, and that the estate was carried by the trust-settlement of 1854.

The objections maintained by the pursuers to the validity of the entail were chiefly these:—

The usual prohibitions were inserted, with this "exception" (1) "That it shall be lawful to the said Hugh Mackenzie and to the heirs of tailzie above specified, notwithstanding the limitations before written, to provide their younger children with three years' free rent of the said lands and estate; but declaring that where such power has been exercised, it shall not be lawful or in the power of any subsequent heir of tailzie to burden the lands and estate with new provisions until the former provisions are satisfied and paid; and in case a part thereof shall be paid, then it shall be lawful to the said heirs of tailzie to provide their younger children in so far as the prior provisions are extinguished, so that the lands and estate shall at no time be burdened with provisions to younger children to the extent of more than three years' free rent thereof after deduction of all other burdens,—and declaring further, as it is hereby expressly provided and declared, That no adjudication or other legal execution shall [lie] or be competent against the fee or property of the said lands and estate, or of any part thereof, for payment of such provisions to younger children;—nor shall it be lawful to, nor in the power of any of the said heirs of tailzie, to sell or dispone the said lands and estate or any part thereof for payment of the said children's provisions."

The pursuers maintained that no limitation was imposed by the entail on Hugh Mackenzie, the institute, as to the mode in which, or the time when, he might have granted and made payable the provisions to younger children; that he was permitted to contract debt for children's provisions, for which the entailed estate might be adjudged during his life or after his death, and, further, they maintained, that although the subsequent