

## CONDITION.

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1733. *November 27.*

CAPTAIN HALKETT *against* SIR GEORGE WARDLAW.

No. 1.

A CONTRACT of marriage bearing, “ and in respect the said lands are  
 “ provided to heirs-male, so that in case there should only happen daugh-  
 “ ters to be procreated of this marriage, or that the sons to be procreated  
 “ thereof should happen to depart this life in their minority, or before  
 “ their father unmarried, or without lawful children of their bodies surviv-  
 “ ing their father, and that there should be daughters living until they  
 “ attain the age after specified, the said daughters might be excluded from  
 “ any interest in the estate; therefore the father obliges him to pay to the  
 “ said daughters the sums underwritten at their respective ages of 16 years  
 “ complete, or at their marriage in case they may be married before that  
 “ time.” There was issue a son and three daughters; the son survived the  
 father, and enjoyed the estate 18 years, and then died unmarried; and the  
 daughters in name of their trustee now pursue the next heir-male for their  
 provision; but the Lords found that the conditions of their provisions did  
 not exist, and that they are not due. See PROVISION TO HEIRS AND  
 CHILDREN.

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1738. *July 7.* DRUMMOND *against* DRUMMOND.

No. 2:

FOUND that provisions to daughters were not due, where the condition  
 was, “ if after my death there be no heirs-male in life of this marriage,” a  
 son having survived, but died in infancy unentered.

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1744. *November 20.* JAMIESON *against* TELFER.

No. 3.

AN eldest brother having, at the father's desire, given a bond of provision  
 to his younger brother, a travelling chapman, payable after the death of