

to put upon this clause is without any foundation, and could not be the intention of the contracting parties.

No 18.

THE LORDS, on the 25th February 1761, 'found, that, according to the intendment of the contract of marriage betwixt Walter Scot and Bessy Scot, in the year 1666, the provisions to the daughters of the marriage, though inaccurately expressed, were only to take effect in the event of there being no heir-male of the marriage who should take the estate in virtue of the contract of marriage; and, as there was an heir-male of the marriage who succeeded to the estate, and lived to the year 1750, found the provisions to the daughters never became due; and therefore assoilzied, and decerned.

Upon a reclaiming petition and answers, 'the LORDS adhered.'

Act. *Ferguson.*Alt. *Lockhart.*

J. M.

Fol. Dic. v. 3. p. 157. Fac. Col. No 39. p. 78.

1793. December 10.

OLIPHANT *against* OLIPHANT.

No 19.

AN heir under an entail, which contained a reserved faculty, of providing younger children to a certain extent, having exercised that faculty to its full extent, by granting a bond of provision in favour of two daughters, then his only younger children; afterwards married again, and died without making any alteration on the bond of provision. A posthumous child being born of this second marriage, the LORDS found the child entitled to her share of the bond of provision.

*Fol. Dic. v. 3. p. 158. Fac. Col. No 63. p. 138.**** See The particulars, *voce* IMPLIED WILL.

SECT. II.

Condition of Marrying with Consent.

1758. December 12. CULLERNIE *against* LAIRD of ST MONANCE.

THE Laird of Cullernie pursued the L. of St Monance in name of his sisters, upon his obligation for the soume of L. 500, in the whilk obligation S. was obliged and bound to give the said soume to Cullernie's sisters, with this provi-

No 20.

A person having given a bond to a wo-