ment took place where the tailzier's own son succeeded to him,—whether he was bound to his sister for this 10,000 merks, since she was not an heir-female, since the son was the sole heir? By our interlocutor 15th June last, we found her entitled to the 10,000 merks. Arniston owned that at first he was against the interlocutor, but now he is for it, and said that the providing the 8000 merks, the tocher, and the other moveables, in the same way with the estate, that greatly moved him; and observed, that in money provisions in marriage contracts, "daughters" and "heirs-female" are often used to signify daughters, though there were sons. And upon the question we adhered.

No. 8. 1745, June 5. SIR L. MERCER *against* ANDREW SCOTLAND.

See Note of No. 4, *voce* IMPLIED WILL.

No. 9. 1747, July 1. SARAH EWING *against* THOMAS MILLER.

A MAN having in his contract of marriage provided his estate to the heirs-male of the marriage, and failing them provided portions to the daughters and heirs-female of the marriage; there was a son of the marriage who predeceased, leaving a daughter. She pursued her aunts, to whom her grandfather had given his estate, for payment of the provision in the contract as heir-female of the marriage; but as men do not usually in their marriage settlements provide portions to their grand-daughters, we thought that grand-daughters were not meant by this clause, and therefore assoilzied.

No. 10. 1747, NOV. 17, 20. ANDERSON *against* JANET, &c. SHIELLS.

WE adhered to Kilkerran's interlocutor, and Arniston thought that by the death of the child of the second marriage the provision to her was at an end, and so thought I, but wished it had been so expressed. 26th November, Upon a reclaiming bill we varied the former interlocutor and found the obligation extinct.

No. 11. 1747, Dec. 1. EARL OF HOME *against* MRS E. BOTHWELL.

See Note of No. 4, *voce* CLAUSE.

No. 12. 1749, Dec. 15. CREDITORS OF AUCHINBRECK, COMPETING.

THERE was one point in this competition heard in presence, viz. a bond of provision to younger children, payable at their age of 18 or marriage, with a clause of accretion, that if any of them die unmarried their portions should accresce to the survivors, Whether that accretion takes place whether they die before the term of payment or only when they survive the term? and it carried that the accretion takes place at whatever time they die though before the term of payment. *Pro.* were Milton, Drummore, Strichen, Justice-Clerk, Monzie, *et ego*. *Con.* were Dun, Murkle, Shewalton, Easdale, President. When there was such contrariety of opinions in this point, how much is our law changed from what it was! *Vide* Dirleton, Substitution in Legacies. Stair, p. 480, (501.)