

No 351. competent to her, 'by and through the said marriage;' such words would have operated a total extinction or renunciation of the wife's right, as that comprehends all possible events; whereas the words 'by and through the decease of the husband,' is quite another thing, and comprehends only one event.

THE LORDS repelled the defence, and found the pursuer not excluded by the contract of marriage, from claiming a share of the goods in communion, in the event of the wife's predeceasing the husband.

But, on advising a reclaiming petition and answers,

THE LORDS found, that Helen Hutcheson having accepted the provisions made her in the contract of marriage, in place of all third, or half of moveables, conquest, and all others, she, her executors, or nearest of kin can claim; that her nearest of kin are thereby excluded from any claim to a share of the husband's moveables; and that the words, 'by and through the decease of the said Gilbert Lawrie,' cannot be understood to restrict the former clause, so as that the executors should only be excluded in the event of her husband's predecease; since, in that event, the executors, or nearest of kin, would have had no claim to any share of the husband's moveables, but that the said words, 'by and through the decease of the said Gilbert Lawrie,' do apply to the wife herself, and not to her nearest of kin; and assoilzied.

C. Home, No 229. p. 373.

S E C T. VIII.

Revocation how barred.

1575. June 16. MURRAY *against* LIVINGSTON.

No 352.

MARRIAGE being dissolved upon account of adultery; found that the adulterous person was barred from revoking.

Fol. Dic. v. 1. p. 412. Colville.

*** See this case, No 2. p. 328.

1678. February 15. GORDON *against* MAXWELL.

No 353.

A wife was allowed to revoke a dis-

MARY GORDON, being heretrix of the lands of Robertoun, having by her first marriage a son, disposes her land to Robert Maxwell, who disposed the same