

No 20.

law, who plead their succession only in virtue of his implied will : And though heirs whatsoever, in the charter, do mean heirs of line, and would have carried the estate to them, in case no other deed had been executed by the Major, yet since he had formerly pointed out those whom he intended should succeed him in the estate, that estate must descend to these heirs.

That a disposition of one's estate to certain persons does sufficiently express the disponent's intention, that it should go to them ; and, therefore, as necessarily imports an obligation upon his heirs at law to denude in favour of these persons, as a bond of tailzie would have done.

That the heirs of tailzie may be considered as the Major's assignees or disponees ; and, therefore, must succeed preferably to his heirs at law, who are to be considered as much under an obligation to fulfil the Major's deed in their favour, as they would have been to make over the estate to any other person to whom the Major might have disposed it, without procuratory or precept.

THE LORDS found, that Major George Skene his expeding a charter, and taking infestment thereon, after the tailzie, upon the procuratory in the disposition, conceived in favour of heirs or assignees whatsoever, prior to the tailzie, did not import a revocation or alteration of the said tailzie ; and, therefore, repelled the objection proponed for Dame Jean Skene and her Husband.

Determined upon a hearing in presence.

Act. *Duncan Forbes Advocatus, & Jo. Forbes.* Alt. *Ro. Dundas.* Clerk, *Gibson.*

*Fol. Dic. v. 4. p. 118. Edgar, p. 205.*

No 21.

1732. July 7.

STRACHAN *against* FARQUHARSON.

ALEXANDER FARQUHARSON, in his latter-will and testament, appointed his wife executrix and universal legatrix of his hail goods, gear, moveable debts, sums of money, &c. At that time he was creditor in a bond for 2000 merks, payable to himself ; and, failing of him by decease, to his only lawful son, John Farquharson, their heirs, executors, or assignees. The question occurred, Who had right to this bond ; the wife, in virtue of her universal legacy, or the son, in virtue of the special destination in his favour ?—The LORDS found the universal legacy did not derogate from the special destination.—See APPENDIX.

*Fol. Dic. v. 2. p. 133.*

No 22.

1734. July 12.

Lady KINFAUNS *against* Mrs LYON.

A RELICT was provided, by her contract of marriage, to a share of the household plenishing. In a pursuit against her husband's Representatives, it