

FIAR.

1733. November 23.—December 6. ANGUS against NINIAN.

IN a contract of marriage, the man's heritage being provided to the two spouses in conjunct fee and liferent, and to the heirs of the marriage in fee, which failing to the husband's heirs; and the wife having assigned a bond of 1000 merks *iisdem verbis* to the two spouses, and longest liver of them two in conjunct fee and liferent, and to the heirs and bairns of the marriage, which failing, to herself, her own heirs and donators; and the conquest in the same terms; and failing bairns, to divide betwixt the heirs of both, so that there was an exact equality in both; yet the Lords found that the husband, and not the wife, was fiar to the thousand merks; for they thought the heirs of the marriage must have taken it as heirs to him. (See Dict. No. 36. p. 4244.)

No. 1.

1735. July 22. AITCHIESON against BROWN and MILN.

HOUSES disposed by a man in his niece's contract of marriage, (upon the narrative of respect to the husband and love and favour to the niece,) to the wife in liferent during all the days of her lifetime, and to the bairns of the marriage and their heirs in fee, which failing, to return to the disponent, his heirs and assignees; found that no more was conveyed to the wife but the liferent, and that no children having been procreated of the marriage, the fee remained with the disponent.—N. B. In this contract, the writer had first written conjunct fee and liferent in several places, which had been altered, and the words conjunct fee delete before subscribing.

No. 2.