

LEGITIM.

1732. *July —.* STIRLING of Glorat *against* LUKE.

No. 1.

LEGITIM not due where the whole present stock and conquest is settled by contract of marriage, found by the Lords, but reversed upon appeal and legitim found due, there being no clause in satisfaction of the legitim in the contract. *Vide* Case betwixt David Smith and Jean Burden, *voce* MUTUAL CONTRACT. Yet it had been decided in the same way in the Case of Stirling of Glorat, but there was there a clause in satisfaction of the legitim.

1737. *November 10.*

MR JAMES JUSTICE *against* MURRAY and LIVINGSTON.

No. 2.

AN only child, who is therefore both heir and nearest of kin, has right to a legitim not only in competition with the relict, but likewise such whereof the father cannot prejudice him by any deed of a testamentary nature. (See DICT. No. 6. p. 8166.)

1737. *November 18.* JEAN BEGG *against* JEAN LAPRAICK.

No. 3.

A father, who had thirteen children, in the contract of marriage of one of his daughters Jean, gave her 300 merks of tocher “ in full of all portion “ natural and bairns part of gear, except it is hereby provided that the said “ Jean Begg is to be a bairn in the house at the decease of her said father : “ It is hereby provided and agreed upon that the said William Begg has “ liberty, freedom, and power to dispose and give at his pleasure a portion “ to all his sons as he thinks fit and reasonable, without any molestation “ or pretence of right his foresaid daughter and her future husband can “ lay claim to or crave at his hand, his foresaid daughter being only to be