is one reason why there is a difficulty in this inquiry, but I do not think it affects the merits of the judgment which has been pronounced, and, therefore, I will not go further into it.

Interlocutors appealed from affirmed, and appeal dismissed, with costs.

Appellants' Agents, Hill, Reid, and Drummond, W.S.; W. Robertson, Westminster.—*Respondents' Agents*, Tods, Murray, and Jamieson, W.S.; Martin and Leslie, Westminster.

MAY 16, 1867.

MRS. ELEANOR JANE SOMERVILLE or DICKSON and HUSBAND, *Appellants*, *v.* Dr. SAMUEL PAGAN and Others, Trustees, *Respondents.*

Husband and Wife—Postnuptial Contract—Contingency of Wife Surviving—Construction—*By postnuptial contract between S. and Mrs. S., narrating, that it was made "in order to regulate the interests they are to have in their property," S. gave to Mrs. S., in case she survived him, a liferent allenarly in the property that might belong to S. at his death, such liferent to be subject to the maintenance of the children, and on Mrs. S.'s decease all the subjects so liferented by her to go to the children, and if no children, then to the heirs of S. On the other hand, Mrs. S. gave to S. and the children in fee all her goods, etc. Mrs. S. died before S., who afterwards made other dispositions of his property.*

HELD (affirming judgment), *That the deed was intended to provide only for the contingency of the wife surviving the husband, and as she had died before the husband, it had no effect on the succession of S.*[1]

This was an appeal from interlocutors of the Second Division as to the construction of the marriage contract of Colonel Somerville and his wife, Eleanor Dixon, dated 1818, which was as follows:—"The parties following, viz. Henry Erskine Somerville, captain in the service of the Honourable East India Company, on the one part, and Eleanor Dixon, daughter of the deceased John Dixon, at Knightswood, on the other part, considering, that they were married at Glasgow on the 18th day of June, in the year 1816, without entering into written articles as to the division of, or succession to, any property then belonging to them, or which they might acquire or succeed to, or interest which they or their children or heirs might have, in the event of a dissolution of the marriage by the death of one or other or both of them, which in part arose from the said Eleanor Dixon not being fully acquainted with the rights that belonged to her under the settlement executed by her father: Therefore, and in order to regulate the interests which the said Henry Erskine Somerville and Eleanor Dixon are to have in the property, means, and estate presently belonging to them, or that they may acquire or succeed to during their marriage, or that they may afterwards come to have right to, have resolved to execute these presents in manner and to the effect following, viz.:—The said Henry Erskine Somerville hereby dispones, assigns, conveys, and makes over to and in favour of the said Eleanor Dixon, his spouse, in case she survives him, the full liferent rightof every property, money, means, and effects of every denomination that may pertain and belong to him at his death, for the said Eleanor Dixon her liferent use allenarly, but reserving to the said Henry Erskine Somerville full power to burden his said effects or estate with an annual payment or payments, not exceeding in all £25 sterg., to such person or persons, as he shall bequeath the same to by any deed or writing under his hand; and it is hereby declared, that the said liferent, under the above reservation, shall be subject always to the maintenance, clothing, and education of the child or children that may be procreated of the marriage; and upon the decease of the said Eleanor Dixon the whole subjects, money, means, and effects liferented by her as aforesaid, are hereby conveyed to the child or children of the marriage, and if more than one, to be divided in such proportions as the said Henry Erskine Somerville, and failing him, the said Eleanor Dixon, shall see proper, by a writing under his or her hand, and failing such division, equally among them; and in case of no children existing of the present marriage, it is hereby understood and agreed, that the whole property, means, and estate to be liferented as aforesaid, shall belong and accresce to the heirs and executors of the said Henry Erskine Somerville or his assignees, upon which he reserves the power of bequeathing and disposing of as he may think proper; which provisions, under the condition after mentioned,

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[1] See previous report 3 Macph. 602: 38 Sc. Jur. 41. S. C. 5 Macph. H. L. 69: 39 Sc. Jur. 421.

the said Eleanor Dixon hereby accepts of in full satisfaction of all claims she can by law ask or demand through the decease of the said Henry Erskine Somerville, her husband, in case she survives him, and in full of all claims that her heirs, executors, or nearest of kin can ask or demand on any account whatever, by and through her decease, in the event of predeceasing her said husband. On the other part, the said Eleanor Dixon, in consideration of the before narrated settlement, hereby dispones, assigns, conveys, and makes over to and in favour of the said Henry Erskine Somerville, her husband, and the children of the marriage in fee, whom failing, to the said Henry Erskine Somerville, his heirs, executors, and assignees whatsoever, all goods, gear, money, means, and effects whatsoever presently belonging to her, for which she may succeed or have right to, and, in particular, without prejudice to this general conveyance, in the event of no children existing of the marriage, she hereby assigns, conveys, and makes over to her said husband, his heirs, executors, or assignees, the sum of £1000 sterg., bequeathed to her by her father's settlement, with power to the said Henry Erskine Somerville, and his foresaids, to uplift and sue for payment of the said sum, and interest that may be due thereon, and upon payment, to grant the necessary discharges for the same, and do and exercise every power that the said Eleanor Dixon could do herself; it being always understood, and it is hereby conditioned and agreed, that in the event of the said Eleanor Dixon surviving her said husband and no children existing of the marriage, she shall have it in her power to will and dispose of the said sum of £1000 sterg., or such parts thereof as she may think proper; and both parties consent," etc.

Mrs. Somerville died in 1840. Colonel Somerville died in 1863, leaving one child, the appellant, (the wife of Mr. Dickson,) who was born after the date of the said marriage contract. In 1852 Colonel Somerville executed a trust disposition and settlement conveying his whole estate to trustees, (the respondents,) and giving various legacies. The daughter claimed under the marriage contract of 1818, treating it as binding on Colonel Somerville, and the trustees raised an action of multiplepoinding to have it declared whether the said postnuptial contract was not dependent on the wife surviving Colonel Somerville, and so that it became inoperative in consequence of her dying before the husband. The Lord Ordinary (Barcaple) held the postnuptial contract was binding, and had not been subsequently revoked, and therefore, that Mrs. Dickson was entitled under such settlement to the whole free estate of the testator. The Second Division recalled this interlocutor, and found, that the settlement of 1818 "contained in the postnuptial settlement was intended to take effect and could only take effect in the event of the said Colonel Somerville predeceasing his wife, and that he having survived his wife, had full power to settle and dispose of his succession, heritable and moveable, notwithstanding said postnuptial contract, and that his succession falls to be regulated by the trust disposition," etc.

Mrs. Dickson now appealed against the latter interlocutor.

The appellant in her *printed case* stated the following reasons for reversing the interlocutor:—1. Because the settlement of his property by Colonel Somerville in favour of his children contained in the postnuptial contract of marriage and mutual settlement dated 13th August 1818, was not intended to be and was not limited to the single event of the marriage being dissolved by the death of the husband. 2. Because the said postnuptial contract and mutual settlement could not be effectually revoked by Colonel Somerville without the concurrence of his wife, nor superseded by his merely gratuitous deeds, and inasmuch as it never was recalled by mutual consent of the spouses, it became upon the death of Mrs. Somerville a final and irrevocable settlement of the whole estate which should belong to Colonel Somerville at the time of his death upon the appellant Mrs. Dickson, the only child of the marriage.

The respondents in their *printed case* stated the following reasons for affirming the interlocutors:—1. The postnuptial contract of 1818 intended to operate as a settlement only in the event of Colonel Somerville predeceasing his wife, an event which did not happen. 2. The deed of 1818 conferred no vested right upon the children of the marriage, but created a mere *spes successionis*. 3. The deed of 1818, so far as regulating the succession of Colonel Somerville's estate after his wife's death, was revocable by Colonel Somerville at pleasure.

Sir R. Palmer Q.C., and *Selwyn* Q.C., for the appellants.—The interlocutor of the Court below was wrong. This was an ordinary marriage settlement for onerous cause providing for all the usual events, and having all the characteristics of a settlement for the benefit of children. The wife on her part renounced her legal rights, and there was no contingency of survivorship in her part of the deed, and there was no reason for implying any contingency in the husband's part of the deed. It is well settled, that settlements of property are not to be defeated by the mere accidents of life not connected with the bequest—*Key* v. *Key*, 4 De Gex, M. & G. 73. And such contracts are to be viewed favourably for the children—*Per* L. Cowan in *Rogerson* v. *Rogerson*, 3 Macph. 691.

There was nothing irrational in such a provision for the children, for it could not take effect in their favour until the death of both parents, and the father would be in uncontrolled enjoyment of the property, subject only to this, that he should not disappoint the children's expectations by purely gratuitous deeds—Bell's Pr. §§ 1971, 1981, 1985-7; Ersk. iii. 8, 38-42. There was nothing, for example, to prevent him making a reasonable provision for the children of the

second marriage. Yet such a contract, inasmuch as the children were provided for, was irrevocable by the father alone. It was not like a *donatio inter virum et uxorem*, where no equivalent is given on one side—*Hepburn* v. *Brown*, 2 Dow, 342; *Macpherson* v. *Graham*, M. 6113; *Gentles* v. *Aitken*, 4 S. 749; *Anderson* v. *Garoway*, 15 S. 435; *Kidd* v. *Kidds*, 2 Macph. 227; *Wood* v. *Fairley*, 2 S. 549.

The *Attorney General* (Rolt), and *Anderson* Q.C., for the respondents.—The sole question is one of construction, and from the whole terms of the contract it is obvious, that Colonel Somerville intended only to provide for the single contingency of the wife surviving him. The parties were newly married, and it was not likely he would tie up his hands from being able to provide for children of any second marriage. The provision to the wife is expressly stated to be "*in case*" she survived him. And there is no provision of the fee to the children, which must have been the case if it had been intended to be an absolute and general settlement, nor is there any exclusion of *legitim*. The construction insisted on by the appellants would lead to monstrous results, for if the wife died and the husband should have married a second wife and had children, he would have been unable to make any provision for these children, because he had locked up his whole estate in favour of the children of the first wife. The deed of 1818 was revocable by Colonel Somerville, for the children had no vested right, and were in no way made parties to the deed. It was a mere *spes successionis* which they had, the absolute control being vested in the father—*Mackintosh* v. *Gordon*, 4 Bell's Ap. Ca. 105; *Ralston* v. *Hamilton*, 4 Macq. Ap. Ca. 397; *ante*, p. 1135. Even assuming the deed was irrevocable, the father was not prevented by that deed from leaving his property as he pleased, so long as he left a reasonable provision to the children—*Cumming* v. *Kennedy*, M. 6441; *Cunningham*, M. 13,024; *Ormiston* v. *Ormiston*, Hume Dec. 531. And here he had left a reasonable provision to his daughter. The case of *Hepburn* v. *Brown* was a case of *donatio inter virum et uxorem*, and not applicable to the present case.

Sir R. Palmer replied.—As to the alleged conditional character of the husband's provision to the wife, there is nothing peculiar in the words "in *case she survives*," for, of course, she could not take anything unless she survived. As to the general proposition, that when a parent contracts to leave his conquest to the children, he satisfies that contract by leaving them a reasonable provision, and he can do what he pleases with the rest, there is no authority in the law of Scotland in its favour. The cases of *Cunningham*, M. 13,024, and *Ormiston*, Hume, 531, when examined, are in favour of the appellants.

Cur. adv. vult.

LORD CHANCELLOR CHELMSFORD.—My Lords, two questions were raised upon this appeal—1st, Whether, upon the true construction of the postnuptial settlement of the father and mother of the appellant, Mrs. Dickson, any interest accrued to her as the only surviving child of the marriage; 2d, whether this postnuptial settlement was revocable at the father's pleasure, or, at all events, whether it was not good against his gratuitous alienation. If the first question is answered in the negative, an answer to the second question will become unnecessary.

The first question is one purely of intention, to be collected from the language of the deed, and, therefore, decisions upon other cases, or the principles of the law of Scotland with respect to dispositions to parents and children, are of little use except so far as they may assist in giving a meaning to the words that are employed.

The recital or narrative of the deed from which the purpose of it may be collected, consists of two parts, one containing the reason of its being made, the other the object intended to be carried out.

The reason for the settlement is expressed to be to supply the want of written articles previous to the marriage of the spouses, as to the division of, or succession to, any property then belonging to them, or which they might acquire or succeed to, or interest which they or their children or heirs might have in the event of a dissolution by the death of one or both of them. All these events will not be provided for, if the settlement of the husband's property is restricted to the single event of his wife surviving him.

But the reason being thus stated, the object and intention of the settlement are expressed "to be in order to regulate the interests which the said Henry Erskine Somerville and Eleanor Dixon are to have in the property presently belonging to them, or that they may acquire or succeed to during their marriage, or that they may afterwards come to have right to." To accomplish this object, Henry Erskine Somerville dispones, &c., to and in favour of Eleanor Dixon, his spouse, in case she survives him, "the full liferent of every property, money, means, and effects of every denomination that may pertain and belong to him at his death, for the said Eleanor Dixon, for her liferent use allenarly."

It was said on behalf of the appellants, that the disposition being of everything belonging to the husband at his death, and being for the liferent use of his wife, the words "in case she survives him," were necessarily involved in the subject of the disposition and the term of enjoyment, and, according to the maxim, "*expressio eorum quæ tacite insunt nihil operatur*," are mere surplusage

But there is also another rule in the construction of deeds which must not be disregarded, that no words are to be rejected, if they can receive a sensible interpretation. Now the words "if she survives him" appear to me to be not only susceptible of a consistent application, but to be of essential service in ascertaining the meaning. Even if those words are included in those which follow, they may, from that circumstance alone, indicate the intention of the settlement more clearly.

If the disposition of what might belong to the husband at his death, and the liferent given to the wife, would have been sufficient in themselves to denote, that her interest would depend on her husband predeceasing her, then the words "if she survives him" appear to me to become emphatic words—expressive of an intention, that only upon that contingency the wife was to have what was provided for her. In other words, it was a gift, upon the condition of her surviving, of a liferent of all that the husband should have at his death.

If this is the proper construction of this first disposition, then all the subsequent ones hinge upon it, and the words in which they are expressed sufficiently evidence this intention. The words "upon the decease of the said Eleanor Dixon, the whole subjects, money, means, and effects, liferented as aforesaid," may certainly mean, and the dispositions are perfectly consistent if they do mean, "liferented to the wife in case she survives." Even in this event, the husband does not relinquish all power over his property, for he has reserved a right to designate the proportion in which the children shall take after the death of their mother. This appears to me to fortify the opinion I have formed; for if the father thus reserves to himself a power to regulate the mode of succession of his children in the event of his wife surviving him, it could hardly have been his intention, if he survived his wife, that he should lose all power of disposition over his own property. The settlement then proceeds—"in case of no children existing of the present marriage" (which, to be consistent with what has preceded, must mean children at the decease of the wife) "the whole property, means, and estate, to be liferented as aforesaid, shall belong and accresce to the heirs and executors of the husband or his assignees." I think, that these words strengthen the construction which was adopted by the Judges of the Second Division, and with which I agree, that the close of the limitations shews, that they were all framed upon the event of the husband being dead upon their taking effect, and that they all depend upon this contingency. I think that no aid in the construction can be derived, one way or the other, from the absolute disposition of the wife's property to the husband on the one hand, compared with the contingent disposition of his property to her on the other. All that can be said upon the subject is, that the settlement was the result of a mutual agreement, and that there is nothing in the value of the wife's property that renders such an agreement improbable.

Being of this opinion, it becomes unnecessary to consider the other question as to the husband's power of revocation, and I therefore forbear to say anything upon it. I think, therefore, that the interlocutor appealed from ought to be affirmed.

LORD CRANWORTH.—The question, my Lords, in this case is, Whether, according to the true construction of this postnuptial contract, Mrs. Dickson, as the only child of the marriage who attained majority, became entitled on her father's death in 1863 to all the property of which he was then possessed; and this depends on the interpretation to be put on the words, "in case she survives him," which are connected with the gift of liferent to Eleanor Somerville, her mother. If the contingency which these words naturally import is to be treated as applying to what is given to the daughter, then she took nothing under the clause in question, for her mother did not survive her father. But if those words are not to be read as really importing contingency, but are to be rejected as being merely *expressio eorum quæ tacite insunt*, then, unless other expressions can be discovered in the instrument affecting her rights, or unless by the law of Scotland those rights could be varied by her father's testamentary disposition, she became entitled on his death to the whole of his property.

From the time of the death of Mrs. Somerville in November 1840, Major Somerville appears to have supposed, that he had a power to dispose of his property by will as he might think fit. For soon after her death he made a will disposing of it in a way inconsistent with the notion, that it all belonged absolutely to his daughter. This was inconsistent with a construction of the postnuptial contract which should deprive him of such a power, but it was not, indeed it could not be argued, that his belief as to what his rights were under the instrument in question should influence us in the construction we ought to put on it. It is, however, consistent with principle, that a Court, in endeavouring to construe an instrument ambiguously worded, should so far take into account the probable intention of the parties, as that, if the instrument is capable of two constructions, one consistent and the other inconsistent, or less consistent, with what, according to the ordinary motives which influence mankind, the parties may be supposed to have intended, that circumstance may not unreasonably be taken into account by the Court in its endeavour to interpret that which is obscure. Now here it seems to me highly improbable, that Major Somerville, who was still a young man, could have intended to execute a deed whereby he should bind himself to secure to the issue of his then marriage everything he should possess at his death, to the exclusion of the issue he might have by any subsequent marriage. He might

reasonably be willing to secure it for the benefit of the children of his then marriage, if he should die in the lifetime of his wife. I cannot think it probable he could have intended to deal with it, if he should survive his wife and have a family by a subsequent marriage. Although, however, this appears to me to be an improbable intention to impute to him, yet if the language of the deed, fairly construed, leads necessarily or naturally to such a result, we are not at liberty to indulge in speculation, and to give it an unnatural interpretation in order to effectuate what we think it probable the parties using it really intended. But I do not think, that the language here used necessarily or naturally leads to the result contended for by the appellants. Their argument is, that the words "in case she survives him" are to be rejected as being merely *expressio eorum quæ tacite insunt.*

So far as relates to the estate and interest given to the wife in liferent, it is correct to say, that these words are necessarily implied, because, unless she should suryive her husband, she could not take anything. But the same reasoning does not apply to the daughter. If the words are to be read as governing the whole sentence, then, as to the daughter, they express something not implied in the gift to her, so that on the question whether these words are to be read as applicable to the wife's liferent only, or are to be carried on through the whole gift, I am of opinion, that they govern the whole. It is a well known canon of construction, that effect is to be given, if possible, to every word used, and acting on that rule we ought, I think, to hold, that the words here in question apply to the interest of the daughter as well as of the mother, for otherwise they have no operation. This construction is strongly favoured by looking to what it is which is given to the daughter. She is to have the whole subjects, money, means, and effects liferented by the mother. I do not mean to say, if the construction required it, that these words taken *per se* necessarily import, that the mother must have previously enjoyed for life that which is to go to the daughter. The words, "*liferented as aforesaid,*" might, if the context so required, be taken to mean "in which the mother, if she should survive her husband, was to have a liferent," *i. e.* to be a mere description of the thing given. But the more obvious meaning is, that the daughter was to succeed to what the mother had previously enjoyed in liferent.

The clause, it will be observed, does not provide that, if there should be no child of the marriage, then the whole, on the decease of the wife, should revert to Major Somerville himself, but says, that it is to belong and accresce to his heirs, executors, and assignees. This, it was strongly argued, shews that the deed in the clause before us contemplated the death of Major Somerville in the lifetime of his wife, otherwise the provision would have been, that the property should for default of issue revert to himself, or to some such effect. The argument appears to me unreasonable if the words "upon the decease of the said Eleanor Dixon" are to be read as meaning immediately upon her decease, or as referring only to property which she should have actually enjoyed in liferent. But if the previous part of the deed is to be read as contended for by the appellants, *i. e.* as a mere gift to Eleanor for life, and upon her decease to the children of the marriage, or if no children, to the heirs and executors of Major Somerville, then, inasmuch as the subject matter of the deed is the whole property which Major Somerville should be possessed of at his decease, there is no absolute inconsistency in saying, that in default of issue of the marriage it should go to his representatives. I must, however, say, that as he must in such a case as is supposed have become in his own lifetime absolutely entitled to the whole in possession, the provision, that at his death it should belong and accresce to his heirs, executors, or assignees, is very strange, and leads to the supposition, that it could not have been what the parties intended. All this difficulty is removed by giving to the previous part of the deed the construction which I venture to think is the natural one.

The view of the case which I have thus taken is rendered more clear by the nature of the deed and the objects which it contemplated. It is a postnuptial deed. By such a deed the spouses, according to the law of Scotland, could not affect any interest which the children would have independent of the marriage contract in the estate of the father at his decease, nor bind the rights of the wife in her *jus relictæ.* The settlement begins by reciting, that the parties to it (Major, then Captain, Somerville and Eleanor Dixon) had married two years previously, without written articles as to the succession to any property then belonging to them, or which they might acquire or succeed to, or which they or their children might have in the event of a dissolution of the marriage by the death of one or both of them. Therefore, in order to regulate the interests which they, the said Henry E. Somerville and Eleanor Dixon, are to have in the property presently belonging to them, or that they may acquire or succeed to during the marriage, they proceed to make the provisions to which I have already adverted.

The object of the parties, it will be observed, is not stated to be to make any provisions for the children whom they probably knew they could not bind, or having any reference to their interest, but only to regulate the rights of the spouses themselves in their present and future property acquired during their marriage, or that they might afterwards come to have right to.

Now this object was fully carried into effect on the part of Major Somerville, by securing to his wife, if she should survive him, a liferent in all the property of which he should die possessed; and giving to the children of the marriage, at her death, what she should have enjoyed for her

life. There is nothing to be collected from the recital shewing an intention on the part of Major Somerville to make provision for the children in case his wife should die in his lifetime, and so he should never be called on to make provision for her. The deed, construed according to the literal meaning of the words, carries into full effect the recited intention; and I see no reason for endeavouring to extend its operation beyond what the language literally construed imports. On these grounds, I have come to the conclusion, that the decision of the Court of Session was right.

I will only add, that the doctrine of the English Courts, to which we were referred by Sir R. Palmer, in such cases as *Key* v. *Key*, 4 De Gex, M. & G. 70, and *Howgrave* v. *Cartier* (3 V. & B. 79), even if the rule of construction there acted on, and which had been established with great hesitation by Lord Thurlow and Lord Eldon, is to be acted on in Scotland, does not apply to the present case. In all those cases the Court of Chancery felt itself warranted in holding, that the object of the will or settlement must have been to make an absolute provision for all the children attaining twenty-one, though the language seemed to indicate the surviving of the parents as a condition precedent. No such doctrine can, in my opinion, be attributed to the deed now under consideration.

LORD WESTBURY.—My Lords, I regret that I cannot concur in the opinion of my noble and learned friends, but as this is a question not involving any general principle or point of law, but turning entirely upon the construction of a private instrument, I abstain from stating my reasons at length. It would be useless with regard to the decision itself, and if there be any validity or force in the reasons, it would only have the effect of weakening the confidence of parties in the judgment to which they must submit.

Sir Roundell Palmer.—I do not know whether your Lordships will allow me to say a single word on the subject of costs. Your Lordships will recollect, that this is a family case arising under the provisions of a will. The property in substance goes to the parties for their own life, though with remainder to their children, and over in case there should be no children. I do not know whether your Lordships will think that should be considered with reference to the question of costs.

Mr. Anderson.—There is no question upon the construction of the will. It is upon the marriage settlement.

LORD CHANCELLOR.—I do not know what my noble and learned friend thinks upon the subject of costs. Of course I intended to put the question to the House, "that the appeal be dismissed with costs." I do not know whether my noble and learned friend is of that opinion?

LORD CRANWORTH.—My Lords, I am sorry to say, that that is my opinion. I have always an inclination, in family suits, to make the costs of the parties come out of the estate, but this is not an ambiguity created by the testator.

Interlocutors appealed from affirmed, and appeal dismissed, with costs.

Appellants' Agents, J. T. Mowbray, W.S.; Loch and Maclaurin, Westminster.—*Respondents' Agents*, J. Shand, W.S.; Simson and Wakeford, Westminster.

MAY 20, 1867.

MRS. MARY NISBET or DIGGENS and HUSBAND, *Appellants*, *v.* WILLIAM ROBERT GORDON, *Respondent.*

Marriage Contract—Clause of Conquest—Wife's Conquest—Succession—*In an antenuptial marriage contract between D. and Mrs. D., D. assigned a policy of insurance to trustees, etc., and Mrs. D. transferred to them certain bank-stock, also "all sums of money, goods, gear, and effects, and heritable and moveable estates which she may conquest or acquire during the marriage." Her father died, and by his marriage contract she became entitled to a sum of £1500; and her share of his intestate succession was upwards of £17,000: these sums Mrs. D. succeeded to during the marriage.*

HELD (affirming judgment), *That the word "conquest" in the above clause was used in a popular sense, and included the above sums which Mrs. D. succeeded to, and therefore that her trustee was entitled to hold them under the trusts of the marriage contract.*[1]

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[1] See previous report 3 Macph. 609; 37 Sc. Jur. 299. S. C. L. R. 1 Sc. Ap. 136; 5 Macph. H. L. 75; 39 Sc. Jur. 434.