

No 6. should be conquest during the marriage, was found not to extend to the annual-rent of moveable sums.

*Fol. Dic. v. 1. p. 197. Harcarse, (CONTRACT of MARRIAGE) No 342. p. 83.*

No 7. 1682. *March.* YOUNG PRESTONGRANGE *against* The LADY CRAIGLEITH.

FOUND, that an obligation to provide a wife to a third, in liferent, of lands and heritages to be conquest during the marriage, did comprehend a sum belonging to the heir, by a clause secluding executors, as falling under the word heritage. Upon a representation, that clauses of conquest are to be strictly interpreted; and, therefore, by heritages in this case, heritages by infestment are to be understood; the interlocutor was stopped: but it was thereafter adhered to.

*Fol. Dic. v. 1. p. 197. Harcarse, (CONTRACT of MARRIAGE) No 343. p. 83.*

No 8. 1696. *February 5.* YOUNG and CHALMERS *against* YOUNG and MACKY.

Two daughters of a second marriage served themselves heirs in some tenements in Edinburgh, by hasp and stapple, on a clause in their mother's contract of marriage, bearing a provision of all goods and gear to be conquest during the marriage, to the children to be procreate thereof; and a reduction being raised by the bairns of the first marriage, the LORDS found these words of the clause of conquest could not extend to houses, unless it had born lands and heritages, and this notwithstanding the children of the first marriage were provided in a special sum, which they had received and discharged; yet the LORDS found they might reduce this service and infestment, and succeed to the houses as general heirs of line.

*Fol. Dic. v. 1. p. 197. Fountainball, v. 1. p. 708.*

No 9. 1730. *July.* MERCER *against* MERCER.

IN a contract of marriage, there is a provision of conquest in favours of the bairns of the marriage, in the common stile, of all that the husband should conquest or acquire during the marriage. During the standing of the marriage, the husband got left him, as a pure donation, by way of legacy, the sum of 12,000 merks; and the question thereupon occurred, whether this was comprehended under the above clause of conquest? THE LORDS found it was not. *See APPENDIX.*

*Fol. Dic. v. 1. p. 197.*