

## FIDEI-COMMISS.

---

1717. July 11. SETON *against* LORD and LADY PITMEDDEN.

No 1.

A MAN in his daughter's contract of marriage provided her in a sum, *nomine dotis*, with a clause, that she and her husband did accept of the same in satisfaction of all she could ask by her father's decease, except whereunto she might succeed *jure sanguinis*, in case there were no other children procreated by her father; and which benefit of the said succession, in case the same should so fall out, is thereby destined for the use of, and declared to belong to the children of the said daughter's marriage; which failing, to the daughter herself, and her other heirs and assignees whatsoever, secluding executors. In a process at the instance of one of the sons of that daughter's marriage, against his father and mother, concluding, that she should denude of a proportional part of what she had succeeded to, the LORDS found, *1mo*, That the said clause in the contract was a *fidei commiss* in the person of the mother for the use of the children; *2do*, They found the mother only bound to denude of the *fidei commiss* at her death; *3tio*, That the mother had a discretionary power to divide the succession among the children. See APPENDIX.

*Fol. Dic. v. 1. p. 312.*

See TRUST,

See APPENDIX.