absolute right of property; and in the same manner a man purchasing in collateral rights to secure his property, by ascribing his possession to them, preserves them from prescription.

Pitfour, in this case, likewise said, that where the possession was immemorial, it was to be ascribed to any title however ancient; and he quoted a case in Edgar's Decisions, where the Lords ascribed an immemorial possession to a title as old as the year 1638.

In this case interruption of the prescription by minority was pleaded; and it so happened that one of the minors was a posthumous child, and was not born till seven months after his father's death.

Pitfour was of opinion that these seven months likewise were to be deduced from the prescription, because he was proprietor of the estate during that time, and if the prescription could not run against him after he was born, *multo minus* while he was *in utero*. And this opinion of Pitfour's is confirmed by *L.* 45, *Pand. de Minoribus.* (See *infra*, 26th June 1766.)

1766. *January* 13. M'NEIL *against* CAMPBELL.

[*Fac. Coll. No. IV. p.* 246.]

In this case Lord Pitfour gave it as his opinion, that if a man should adjudge upon a trust-bond, in order to entitle him to carry on an action, and should possess the estate, although he had another title in his person, viz. a liferent, yet he thought he incurred an universal passive title, because of the express words of the Act of Parliament 1695, which made possession upon any other right than a public sale a passive title; and he thought all that equity could do, was to restrict the passive title to the value of the subject.

2do, He thought also, and it was so decided by the Court, that a father, in his son's contract of marriage, having disponed his estate to himself in liferent, and after him to his son in liferent, and after both their deceases to the heir-male of the marriage in fee, and both the father and the son being in the sasine, he thought they were both fiars,—the father first, and after his death the son; although it was the opinion of the Court, in the case of *Lord Napier* against *Captain Livingston*, to reject an anomalous settlement of that sort.

3tio, Lord Gardenston gave his opinion that the father, in this contract of marriage, having reserved to himself expressly a power of providing the younger children, had thereby greater latitude than if there had been no such reservation and the matter had rested entirely upon the power given the father by law; insomuch that, if there appeared no fraud in the intention to disappoint the heir, he might give provisions to the whole extent of the subject.