in the British Linen Bank on deposit-receipts in the name of William Davidson and other parties. The multiplepoinding raised by Stewart having been served on a defender out of Scotland, while the action raised by Davidson did not require such service, the latter case was called before Lord Mackenzie one day before Stewart's action was called before Lord Mure. Stewart lodged objections as defences to the action brought by Davidson; and Davidson thereafter lodged similar defences to Stewart's action. The action brought by Davidson was enrolled before Lord Mackenzie for disposal of the objections, one day before a similar enrolment in Stewart's action took place before Lord Mure. The enrolment before Lord Mackenzie was dropped in order that Davidson's counsel might move for a remit of Lord Mure's case. At the first enrolment before Lord Mure, accordingly, his Lordship was moved to remit the action before him to Lord Mackenzie's roll, on the ground that Davidson's action was the leading cause in the sense of 48 Geo. III, c. 151, § 9. No interlocutor whatever had been pronounced in either case. This motion was reported by Lord Mure to the First Division; and after hearing counsel for Davidson and Stewart respectively, and making avizandum, and consulting the other Judges, the opinion of the whole Court was announced by the Lord President as follows:—

Lord President—One of these processes of multiplepoinding is before Lord Mackenzie, as Lord Ordinary, the other is before Lord Mure, both bringing the same fund into Court. The one action is raised by one party interested in this fund, and the other by another party so interested. The British Linen Company's Bank, as holder of the fund, is made sole nominal raiser in one case, and the same Company is nominal raiser, along with the holders of the deposit-receipts, in the other. This, I understand, is the state of the circumstances so far. Now, it appears that both cases were called in the same week, but the case before Lord Mackenzie was called one day prior to that before Lord Mure. The difference of time is slight no doubt, but that does not affect the question. As both these were defended causes, they could not go to any roll of undefended causes; and so, as the weekly Outer-House Rolls have been discontinued in terms of the Court of Session Act of 1868, neither of them could be enrolled before their respective Lords Ordinary in the sense of the Act of Sederunt of 1838. The difficulty, therefore, in determining at what point of time a cause is brought before a Lord Ordinary, in the sense of 48 Geo. III, c. 151, § 9, arises in this cause for decision —the A.S. of 1838 being no longer applicable to the circumstances. From the time a cause is called there is now no occasion to enroll it at all, unless the Lord Ordinary directs it to be enrolled for the purpose of ordering revised condescendences, until it comes to be enrolled to close the record. The case, however, of a multiplepoinding was not contemplated by the Act 1868 at all. But if defences, by way of objections, are lodged, which is the case in both the causes here, then an enrolment does become necessary; and accordingly an enrolment did take place in both cases, and again the first enrolment was before Lord Mackenzie on a Tuesday, that day being Lord Mure's blank day,—the enrolment before Lord Mure taking place on the next day, Wednesday. Now, we have considered the question—what is, within the meaning of the statute of 1808, the earlier cause—with great care, and have taken the advice of the whole Judges on the point, and the opinion which I am about to deliver may be taken as the opinion of the whole Court, given with the object of securing uniformity of practice. We think that under the Act of 1868, and the relative Act of Sederunt of 14th October 1868, and particularly the eighth section thereof, a process must be held to be brought before a Lord Ordinary when it is called. At the calling of the case the *partibus* of the summons is made to specify both the Lord Ordinary and the Division; and when called it is thus within the control of a particular Lord Ordinary. After that it cannot be brought before any other Lord Ordinary. The Lord Ordinary and the Division are both fixed, and the pursuer can make no change. We are therefore of opinion that, in this and similar cases, the action which is first called must, in the sense of the Act 1808, now be taken as the leading cause.

Counsel for Davidson—R. V. Campbell. Agents —Hamilton, Kinnear, & Beatson, W.S.

Counsel for Stewart—Rhind. Agent—William Officer, S.S.C.

Friday, November 24.

BRUCE *v.* SMITH AND OTHERS

Proof—Presumption of Death. Circumstances in which it was held that the legal presumption in favour of life had been overcome by contrary evidence, though the person would only have reached the age of eighty-four at the time in question.

Opinion, by the whole Court, that it was a material point in the chain of evidence that since the date in question more than twenty additional years had elapsed, and still there were no tidings of the party.

The trust-estate of the late Mr James Bruce of Broomhill, who died in 1835, had been the subject of much litigation between his trustees, the husband of his only child Janet or Jessie Bruce or Hamilton, and his brother, and other relations. For the previous reports see 11 D. 577; 17 D. 265; 19 D. 745; 20 D. 473; and 21 D. 972.

The last stage in which this litigation came before the Court was a multiplepoinding brought by the trustees, throwing into Court the whole succession of the truster. In this action several questions were determined, and the right to all Mr Bruce's property decided, with the exception of that to certain valuable property in Calcutta, which appeared to fall into intestacy on the death of himself and his only daughter Mrs Jessie Bruce or Hamilton, and with regard to the succession to which certain questions still remain to be decided. In order to clear away some of the difficulties surrounding these questions, it was found necessary by certain of the claimants, the pursuers of the present conjoined actions, to bring reductions of a deed of agreement entered into by the deceased James Bruce, grand-nephew of the truster, on 26th July 1849, and signed also by his brother William Bruce, one of the pursuers of the reduction, in 1862, whereby they conveyed their rights to the succession of their grand-uncle, the truster James Bruce of Broomhill.

James Bruce of Broomhill, the succession to whose Calcutta estates was in question, left an only child Jessie Bruce or Hamilton, who died in 1847

without issue. He had likewise an elder brother Alexander Bruce, besides a younger brother and sisters. This Alexander Bruce had a son James Bruce, once a soldier, and latterly a fireman in Glasgow, where he was killed in 1832. This James Bruce left several sons and daughters, of whom James, the eldest son, was a soldier, and was the person who signed the agreement under reduction in 1849. He died unmarried in India in 1852. William, the second son, was one of the pursuers of the present action of reduction, and himself signed the deed of agreement in question in 1862. The brothers James and William were therefore grandsons of Alexander Bruce, elder brother of the deceased James Bruce of Broomill.

On 31st May 1867 the Lord Ordinary (BARCAPLE) ordered that the foreign law of succession applicable to the Indian property of the deceased James Bruce of Broomhill should be ascertained before further procedure as to the other questions involved in the actions. Thereafter an opinion of counsel learned in the law of India was obtained upon a Special Case, and the Lord Ordinary then allowed the pursuer a proof "that he is the heir-at-law in the said real estate of the said James Bruce and Jessie Bruce or Hamilton." The ground stated for this allowance of proof was that "if the pursuer can show that he is heir-at-law to both of them he has an interest and title to pursue this action of reduction." The point embraced by the proof led under the above mentioned interlocutor of the Lord Ordinary was, Whether Alexander Bruce, the elder brother of James Bruce of Broomhill, and the grandfather of the pursuer, was validly married, and his son James consequently legitimate?

The Lord Ordinary (MACKENZIE), on 20th December 1870, pronounced the following interlocutor:—

"*Edinburgh, 20th December* 1870.—The Lord Ordinary having heard the counsel for the parties, and considered the proof and process, Finds that the pursuer William Bruce is the eldest lawful son in life of the deceased James Bruce, shoemaker and fireman in Glasgow—his elder brother James Bruce, a sergeant in the 8th Regiment, who was the eldest son of the said James Bruce, shoemaker and fireman, having died in or about 1852 without issue—and that the said James Bruce, shoemaker and fireman, was the eldest lawful son of the deceased Alexander Bruce, the elder brother of the deceased James Bruce of Broomhill: Finds that the pursuer is therefore the heir-at-law of the said James Bruce of Broomhill and of the deceased Mrs Jessie Bruce or Hamilton, daughter of the said James Bruce of Broomhill, in the real estate situated at Calcutta, which belonged to the said James Bruce and Jessie Bruce or Hamilton: Reserves all questions of expenses; and appoints the cause to be put to the roll for further procedure."

The following passages from the Lord Ordinary's note to this interlocutor explain the circumstances of the case as they presented themselves to his Lordship:—"The deceased James Bruce of Broomhill was proprietor at the time of his death in 1835 of certain real estate in Calcutta, yielding according to the pursuer rent to an amount exceeding £1000 a-year. The pursuer avers on record that the rule of the law of India as regards the succession to such real estate is, that an elder brother and his descendants come in before a younger brother and his descendants; and further, that his elder brother James having died without issue he, as the eldest surviving grandson of Alexander Bruce, the elder brother of James Bruce of Broomhill, is, by the law of India, the heir of James Bruce of Broomhill as regards real estate in Calcutta of the nature of the real estate situated there which belonged to James Bruce of Broomhill and his daughter Mrs Jessie Bruce or Hamilton, the only child of the said James Bruce of Broomhill.

"The defenders maintain that by the deed of agreement sought to be reduced they are entitled to participate in the said Indian real estate with the parties entitled to the same by law, and they found upon that deed as binding the pursuer, who was a party thereto, to the conveyance of that real estate, and the division thereof among the whole parties to the deed in manner therein mentioned. They also maintain that if the pursuer's statement be true that his father was the legitimate son of Alexander Bruce, then James Bruce, sergeant in the 8th Regiment, the pursuer's elder brother, was, according to the law of India, the heir-at-law of James Bruce of Broomhill and of his daughter Mrs Hamilton, in the Indian real estate, and that as he was a party to the deed of agreement the pursuer is barred from questioning or impugning the same.

"It is in these circumstances that the present action has been raised for reduction of the said deed of agreement on the ground as pleaded by the pursuer—(1) That it was entered into by the pursuer and his deceased brother James under essential error; (2) that it was impetrated from him and his said brother by fraud and circumvention; and (3) that it was also impetrated from them by fraudulent concealment of material facts."

It thereafter appeared that it would simplify the case if it could be first determined whether anything had vested in James Bruce by his grandfather Alexander's death before the execution of the deed of agreement in 1849, or at anyrate before his own death in 1852, as this might obviate the necessity of the pursuer reducing the deed of agreement so far as his brother James was concerned. The judgment of the Court was accordingly requested on this point, and the following joint minute for the parties, No. 89 of process, was put in.

MUNRO, for the pursuer, and SCOTT, for the defenders, stated that in regard to the questions of fact whether Alexander Bruce, grandfather of the pursuer William Bruce, was alive on 26th July 1849, when his eldest son James Bruce signed the deed of agreement under reduction, or on and after 13th October 1852, when, as is hereby admitted, the said James Bruce died, both parties renounced, and hereby renounce, further probation, excepting the evidence of witnesses and writings adduced by them respectively under the proof which has already taken place in this cause before the Lord Ordinary, and which evidence is hereby referred to by them.

The Lord Ordinary thereupon pronounced the following interlocutor:—

"*Edinburgh, 4th July* 1871.—The Lord Ordinary having heard the counsel for the parties, and considered the closed record, joint minute for the parties, No. 89 of process, and proof, Finds facts and circumstances proved sufficient to presume that Alexander Bruce, the grandfather of the pursuer William Bruce, was dead before 26th July 1849, when his grandson, the pursuer's elder brother James Bruce, signed the deed of agreement

sought to be reduced; and appoints the cause to be put to the roll for further procedure."

"*Note.*—The pursuer's grandfather Alexander Bruce was in 1811 transported for fourteen years for horse-stealing. In his declaration, emitted before the Sheriff at Edinburgh on 16th March 1811, he states that he was then about forty-three years of age, that he had served about twenty-seven years in the army, from which he was discharged in 1809, in consequence of a wound in the leg received in Spain, so that he must have enlisted when he was about fourteen years of age; and that having again enlisted about eight weeks before his apprehension, he was rejected by the surgeon as unfit for service. It is clearly proved that he was a reckless hard living man, much given to drink. His sentence expired on 25th April 1825, and in or about 1825 his wealthy brother, Mr James Bruce of Broomhill, received a letter from him stating that his sentence had expired, and that he was in bad health, and asking £50 to enable him to return home. Mr James Bruce never answered that letter, and since that time no further intelligence has been heard of or from Alexander Bruce. On 26th July 1849, when his grandson James Bruce signed the deed of agreement sought to be reduced, he must have been if alive about eighty-one years of age.

"The answer to the question whether a person is to be presumed alive or dead at any particular time depends entirely upon the circumstances of each case. Having regard to the age, character, and habits of Alexander Bruce, to his previous history, to the fact that he was in bad health when he wrote home for money in 1825, and that nothing has been heard of or from him since that time, although he had a wife and family in this country, the Lord Ordinary is of opinion that the presumption is that he died previous to 26th July 1849.

"The opinion of the relations who were examined as witnesses on the point is that he died shortly after writing home for money, as no further letters were received from him."

Against this interlocutor the pursuer reclaimed, with leave of the Lord Ordinary.

Lord Advocate (YOUNG), MUNRO, and ROBERTSON, for them, referred to *Carstairs* v. *Stewart*, July 30, 1734, M. 11,633; Bankton, i. 667; Stair, iv. 45, 17, art. 19; Dickson on Evid., sec. 299 *et seq.*, and cases there reported; *Fife* v. *Fife*, June 16, 1855, 17 D. 951.

Solicitor-General (CLARK) and SCOTT, for the defenders, referred to Bankton, ii. p. 668; Dickson on Evid., sec. 303; *Hay* v. *Corstorphin*, 1663, M. 5956; *Forrester*, M. 11,674; *Sands*, M. 12,645; *Hogg*, M. 12,645.

At advising—

LORD PRESIDENT—The question to be decided by the Lord Ordinary was, Whether the grandfather of the pursuer William Bruce was dead before the 26th day of July 1849, or whether he was dead before the 14th October 1852? The Lord Ordinary has found that he was dead on 26th July 1849, and therefore no judgment needed to be given upon the other question. If, however, we differed from his Lordship on the first point, it might be necessary for us to proceed also to the determination of the second question. But I am of opinion with the Lord Ordinary that the true result of the evidence is that Alexander Bruce, the pursuer's grandfather, was dead before 26th July 1849. It seems to be admitted, I think, by the defenders that the *onus* of proof lies upon them. In 1849 Alexander Bruce was not more than eighty-two years of age, and there was therefore according to law a presumption of life—a presumption indeed varying in strength according to circumstances, and capable of being rebutted by contrary evidence, but still a presumption throwing the *onus* of proof, at first at anyrate, upon the party maintaining the opposite view.

The history of Alexander Bruce has been detailed to us, so far as it is known, but before entering upon it I must notice that which imports a great speciality into the case, namely, that we are not called upon to decide whether Alexander Bruce is now alive, but whether he was so in 1849. We are not deciding the case as it would have come up before us in 1849. But, on the contrary, we have now in it an element of the greatest importance, which we would not have had then, namely, that from the month of April 1825 down to the present day he has never been heard of. Consequently, though he would only have been eighty-two years old in 1849, the period of one hundred years since his birth has now elapsed, and nothing has been heard of him. If the question had arisen now, the presumption of law would have been in favour of death. If in 1849 the question of survivance had been raised, and answered in the negative, the Court might have been met by the awkward conjuncture of his reappearance in the following year. This was quite possible then, when he was only at the age of eighty-two. So, too, it was within the limits of possibility in the year 1852, and of course if he had turned up after the judgment of the Court, and practically contradicted it, the result would have been awkward in the extreme. But such a result is now, humanly speaking, impossible. We can have no possible doubt that, whatever may have been the case in 1849, he is now in 1871 certainly dead. I cannot help thinking this a most material circumstance in the case as at present laid before us, and one which, in conjunction with the other evidence which we have, induces me to agree with the Lord Ordinary.

The first very distinct incident in Alexander Bruce's life is the prominent fact of his transportation in 1811. But we have besides very distinct evidence that prior to that date he was a man very much given to dissipated habits. That is a fact to my mind incontestably proved. It is also proved by his own confession, in his judicial declaration, that he was for many years a soldier, and as such passed through most of the Peninsular War. That he was wounded in that war—and it is by no means immaterial to observe that in 1811, when he emitted his declaration, he states that he was so far from being recovered of this wound that when he offered to re-enlist he was rejected in consequence of it. That was a thing more or less to affect the man's health and prospects of longevity. In 1811, therefore, it cannot be said that Alexander Bruce was likely to prove a long-lived man. Everything, on the contrary, was against him, except the naturally strong constitution of his family, of which he may be supposed to have partaken. In fact, when he was convicted for horse-stealing in 1811 his prospects of life were disheartening in the extreme. Accordingly, we find that when he was sent to the hulks he was subjected to very great hardships, which indeed was only to be expected. That while on board he was very ill. No doubt he lived for a considerable number of years after that—in fact, he

endured and survived the whole period of his sentence of transportation, and was again set at large on its conclusion in 1825. But we are entitled to take into consideration what was likely to be the bodily condition of a man who had gone through all this when he reached the conclusion of his sentence in 1825. The only other thing that we know of him is that after his liberation he is reported to have written a letter to his brother, asking him for assistance. It is very unfortunate that we have not got that letter, but we have pretty satisfactory evidence of its contents. Now, from the year 1825, not only to 1849, but also to the present day, everything is a blank. Bruce has not been heard of in any way since the date of that letter. Now, it is not very likely that, having once made an application for assistance, he should have failed to repeat it if he still survived. Yet so it is, that from 1825 to 1849, a period of twenty-four years, there is not the slightest communication from him. And this is farther strengthened by the fact, that not for this twenty-four years only, but for the remaining period from 1849 down to the present date, we have been entirely without information regarding him. This, therefore, is such a very strong case against the presumption of life, that, though every case of this sort must be of a more or less delicate nature, I am quite satisfied in coming to the same conclusion as the Lord Ordinary.

Lord Deas—No doubt, in point of law, the presumption is in favour of life, even though the person whose survivance is in question may be proved to have gone to distant parts, and not to have been heard of since. Still, whatever the presumption at first, the law would hold the person dead after the lapse of one hundred years from the date of his birth. I think the authorities are decisive at least to that extent. And the presumption in favour of life would vary—would be stronger or weaker according as more or less of the hundred years remained to run. The lapse of that number of years is, failing positive proof to the contrary, decisive against the presumption of life, but even though the requisite time has not elapsed, the question is always open to proof, which may overturn the presumption; in fact, even though the *onus* may at first be on the party maintaining the death, the *onus* may nevertheless shift during the proof.

I agree with your Lordship that we find, at the outset of the present case, a point of great importance, namely, that Alexander Bruce is undoubtedly dead at the present time. The risk of our judgment being practically refuted—and it is one which always makes the Court very cautious—is not therefore present. That he was dead at the date of the Lord Ordinary's interlocutor is not matter of dispute. I farther agree with your Lordship that the time which has elapsed since the year 1849, without anything being heard of him, is most material to the question whether he was alive or dead in 1849?

In the case of *Fairholme*, March 18, 1858, the lapse of time was not such as to make it at all impossible, when taken by itself, that the party should be alive. Nothing in that case depended on the mere lapse of time. Here there does. Yet though the lapse of time in that case was so slight, the Court held sufficient proved to establish the death of the person, and ordered payment without exacting caution. I attach the greatest importance to that case. It is very difficult also to say what kind of evidence is absolutely incompetent in a question of this kind. In the case above mentioned the main evidence lay in inquiries made among the savages by Dr Rae, and I should find it very difficult to reject almost any evidence. Taking therefore the whole case together as it has been presented to us, and looking at it as a jury question, I ask myself, Does there remain any reasonable doubt in our minds whether or not the man was dead in 1849? I confess, that looking at it in that light, I feel no doubt in my own mind whatever. I am not going over all the points of evidence which have been already commented upon by your Lordship; I shall content myself with stating that I have no rational doubt that the interlocutor of the Lord Ordinary is well founded.

Lord Ardmillan—I hold it quite clear that there is no inflexible presumption on the subject, and that there is no fixed period to which the presumption that exists applies. There is a presumption for life, and of that the pursuer in this case has the benefit. But that presumption is capable of being overthrown, and I think the defenders have succeeded in doing so. It appears that the pursuer himself was in the belief of his grandfather's death. That is by no means conclusive against him, but at the same time must not be left out of sight. I agree that it is likewise very important that since the year 1849 we should have had no tidings of him, and the presumption is now, at any rate, that he is dead.

The only other remark that I have to offer is that looking for a moment at the case without considering the letter of 1825, we have a very weak presumption in favour of life. That letter states that he was then in bad health. But supposing we had no proof of that letter ever having been written, what would be the state of the case? The last thing, then, heard of him would have been in 1812. He was then a man who had acquired most vicious habits, who had once at least been ill of fever on the hulks, besides having been wounded in battle; who was always in want of money, and when in want very urgent in his demands. If such a man had not been heard of from his 43d to his 84th year, the Court would, I think, have held there was reasonable proof that he did not survive. But did that letter improve the pursuer's case? It shows indeed that he survived until 1825, but gives a very indifferent account of him. He was ill and in want, and having once made a request for money he does not repeat it, and is not again heard of from that day to this. The result is, that acknowledging a presumption in favour of life, and holding the defender bound to overcome it, I must hold also that they have satisfied every demand that could be made upon them in that direction.

Lord Kinloch—This case presents the peculiarity that we are not called upon to dispose of the rights of Alexander Bruce himself, who must be clearly held to be now dead. The question we are to dispose of regards entirely the rights of other parties, and with reference to these rights, is, in effect, whether Alexander Bruce died anterior to a certain period or not. Now, that question we must determine by the application of reasonable, practical, inferences. We must otherwise go upon some inflexible rule, and there is none such in existence. After carefully considering the circum-

stances of the case, I have come to the conclusion that the Lord Ordinary has rightly applied the practical inferences to be brought to bear upon the question. Here is a man who, by his own confession, was unfit for military service in 1811, when he was forty-three years old, whose health had been undermined by dissipation and the hardships of military service, and had certainly not been improved by life in the hulks. We have him afterwards undergoing a sentence of transportation, and hear of him finally in 1825. And all we then hear is to the effect that he was in life and no more. He was ill and in destitution, and desired the means of reaching home. From that date to the present, a period of forty-six years, he is not again heard of. I quite agree that we must take into consideration not only the years that elapsed before 1849, but those also which have since passed. Then we have the unanimous opinion of his family—the current belief among them that he had died shortly after writing home to his brother in 1825. Such family opinion is of the utmost possible importance. There are a hundred things which may combine to found a unanimous family opinion which cannot be embodied in evidence produced before the Court. William Bruce himself candidly acknowledges that he held this opinion as to Alexander's death. I am not going to use that fact as conclusive against him, but it forms a strong argument in this case. On the whole, I can have no doubt that the Lord Ordinary's judgment is right.

The Court adhered.

Agents for the Pursuers—Ferguson & Junner, W.S.

Agents for the Defenders—Wotherspoon & Mack, S.S.C.

Friday, November 24.

SPECIAL CASE—MRS RAMSAY AND OTHERS

Husband and Wife—Marriage-Contract—Trust, Revocation of. Where a lady in her marriage-contract conveyed all her property, presently belonging, or which should belong to her during the marriage, to trustees, who were directed to hold the remainder, after satisfying certain provisions, for behoof of "her, her heirs, executors, and assignees, altogether exclusive of the *jus mariti* of her husband," but giving the husband, if surviving, a liferent of one-half of the said remainder; and where the parents of the lady, who was of full age, were parties consenting to the marriage-contract, and at the same time making therein an irrevocable apportionment in the lady's favour of certain large sums, over which they had a power of apportionment and disposal,—*Held* (*diss.* Lord Deas) that the lady's object not being to revoke the contract, but to act strictly within its provisions, on the husband renouncing the contingent liferent provided to him over the one-half of the remainder of her money, the lady was then absolute proprietor of the said remainder so conveyed to trustees, and entitled to require them to pay it over to her, or make such conveyance as she chose to direct.

The parties to this Special Case were—Mrs Sarah Frances Robertson or Ramsay, and her husband Admiral George Ramsay, of the first part; and Admiral Milne and General William Maule Ramsay, their surviving marriage-contract trustees, of the second part.

The question laid before the Court arose under the marriage-contract of Admiral and Mrs Ramsay, of which the following are the essential clauses:—"It is matrimonially contracted and agreed betwixt George Ramsay, of the Royal Navy, on the one part, and Miss Sarah Frances Robertson, daughter of William Robertson, Esquire of Loganhouse, one of the Keepers of Her Majesty's Records for Scotland, with the special advice and consent of her said father, and also of Mrs Rachael Frances Spottiswoode or Robertson, her mother, wife of the said William Robertson, on the other part, in manner following:—That is to say . . . in contemplation of which marriage the said George Ramsay does hereby bind and oblige himself, his heirs, executors, and successors, to content and pay to the said Sarah Frances Robertson, in case she shall survive him, during all the days of her life, from and after his death, a free liferent annuity of £50 . . . And further, to pay to her, in case she shall survive him, at the first term of Whitsunday or Martinmas after his death, the sum of £200 for mournings, and in lieu of furniture . . and which sums so provided to the said Sarah Frances Robertson shall be exclusive of any pension or annuity to which she might be entitled as the widow of an officer in the Navy, and of a reasonable sum in name of aliment from the day of his death up to the term when the first half-year's annuity would become due: And farther, the said George Ramsay binds and obliges himself and his foresaids to make payment to the child or children of the marriage of the sums following, viz., in case there shall be one child, the sum of £500; in case there shall be two children, the sum of £1000; and in case there shall be three or more children, the sum of £1500 . . . And farther, in the event that the said George Ramsay shall hereafter have it in his power to add to the foregoing provisions, he does hereby bind and oblige himself and his foresaids to made the following additions thereto, or to the extent of such part thereof as may be in his power, viz., To add to the said liferent annuity an additional annuity of £150, to be payable in the same manner as the annuity of £50 before specified; to add the sum of £300 to the foresaid allowance for mournings and furniture; and to add to the provisions in favour of the child or children of the marriage, as follows:—In case there shall be one child, of £1500; in case there shall be two children, £2000; and in case there shall be three or more children, £3500 . . . And it is hereby declared that the foregoing provisions settled upon the said Sarah Frances Robertson shall be in full to her of all claims of terce, *jus relictæ*, or other legal claim whatsoever to her and her representatives, against the said George Ramsay, and his representatives, and that the provisions settled upon the child or children of the marriage shall be in full of all claims of legitim or other legal claim whatsoever which they could have against the said George Ramsay or his representatives: For which causes, and on the other part, the said Sarah Frances Robertson does hereby dispone, assign, convey, and make over, to and in favour of her three brothers, John Spottiswoode Robertson, Alexander Henry Robertson, and George Sidney Robertson, and Captain Alexander Milne, of the Royal Navy, and William Maule Ramsay, Major of the 62d Regiment of Bengal Native Infantry,