

Movables, he could not be presumed willing to have them serve in his Movables, ~~when~~ when they got two Thirds of the Lands that were valued the 10000. Mas's Decree for them 1 Geo. 1. 1691 (Pringle contra Pringle. One having for some time, in our 10 young Boy and his own Granddaughter, when Infants destined to marry together, disposed in the Conditions or Reservations after mentioned, his Lands to them and the Heirs Male to be proceeded of their Bodies which failing to the Brother his nearest Heir Male; which failing to the said Grandson in Case of her surviving her own Heirs Male, their Heirs and of reserving a Faculty to the Disposer to alter: The Boy was found in Right to the Half of his Maids and Dutys from the Disposer in Case, till he should come to an Age for marrying; reserving to consider the Import of the Disposition in Case ~~he should~~ he should refuse to marry in the Terms thereof 2 January 1712. Mirrour contra Medm. dec. Because no Period of Time being assigned for the Boy's Marrying, it must be understood in a rational Sense viz. When he should come to Maturity of Age and a fit Habit of Body. And it is not thought that the Disposer intended the Maids and Dutys to remain with his Heir until the Parties were capable to marry; but that they should enjoy them medio tempore for their Entertainment and Education.

By the civil Law Obligations or Contracts conceived under impossible Conditions are null. l. 31. ff. de oblig. & act. l. 7. ff. de verb. oblig. de cause. Persons accepting and taking Obligations under impossible Conditions are not to be serious in what they do. And in Scotland a Right affected with an impossible Condition conceived in suspensive Terms till such a Condition be purified is not truly conditional, but presently void Stair Lib. 2. Tit. 3. §. 36. Because we are not to wait till a Thing happen which can never be; and the Parties who accept such a Condition are understood only to jest in the Matter. But impossible Conditions are void as not adjected, if the Right be conceived in resolutive or irritant Terms upon the not performing such Conditions or Provisions. However a Law was made to annul a particular impossible Condition in a Contract or Obligation, without irritating or making void the Obligation itself viz. a Parties Consent to a Charge for implementing his Obligation, upon fewer Days than it was possible for him to obey the Charge, was declared null, and the Creditor appointed to charge according to the Custom of the Realm Act 138. Tit. 12. §. 6. A Condition is impossible

impossible either de facto, or de jure. A Condition in particular de facto is that which naturally cannot come to pass, as if one should be bound the Heavens with a Finger. A Condition impossible de jure is that which is contrary to Law and good Manners, such as a Condition for an Act of Murder or Theft. Nam in totum possessionis, nec res nisi de jure et occasione bonis moris. l. 105. ff. de reg. jur. l. 31. ff. de oblig. & act. l. 137. ff. de verb. oblig. l. 9. l. 14. l. 15. ff. de cond. inst. §. 24. Inst. de regul. sup. Praesumptiones consistent with the Nature of the Right is not a just Condition. Stair should complete it &c. Stair Tit. 3. §. 57. By the Law of Scotland if a Woman do marry a certain Person she is bound to him. l. 63. §. 1. ff. de cond. & dem. or whereby she is restrained to marry a particular Person l. 64. pr. ff. de con. or marry for him for the St. of a Heir. l. 62. §. 2. ff. de con. In a Condition if a Woman consult a certain Person in her Marriage l. 22. ff. de con. or if she marry as such a Person and have a Child to do l. 72. §. 4. ff. de con. is lawful. But a Condition if she do not marry is unlawful. Which Conditions & straining Marriages, as a Condition unless full only as to Virgins, are not as to Widows. Stair Tit. 3. §. 57. l. 62. §. 1. ff. de con. tit.

The Lord Stair (Just. Lib. 1. Tit. 3. §. 7.) distinguishes between a Right granted by Parents to their Children upon Condition that they marry not or marry such Persons; and Rights clogg'd with such Conditions in favour of Grandchildren; holding, that Conditions of that Kind imposed by Parents upon their Children to provide for their Children, are unlawful, as restraining the Liberty of Marriage, which natural Affection obligeth them not to violate; but that the like Conditions in Rights made by Strangers, must be implemented, otherwise the Right so qualified is ineffectual. But a Father having granted a Bond to his Daughter for an additional Sum more than was provided to her in her Mother's Contract of Marriage upon her granting a Back-Bond not to marry without his Consent and if she did that she should lose the said Bond: The Obligation in the Back-Bond was found effectual, as not contrary to the Freedom of Marriage, and the additional Sum was found not to be due, she not having required her Father's Consent to her Marriage, albeit the Marriage was suitable 13 Feb. 1600. Buchanan contra L. Buchanan. A Clause in a Father's Bond of Provision to his Daughters, that they should proceed in all their Affairs with Advice of certain Friends, and in Case they did transgress or did not carry themselves virtuously, the Bond as to these might be restricted by the Friends, and the Overplus applied to such of the other Daughters as they thought fit; was found to be just and valid. But it was not found transgress'd by one of the Daughters marrying without these Friends Consent unless the Clause of the Bond had been known to her before her Contract of Marriage; and if it was known to her, the Friends were ordained to declare and instruct any relevant Reasons they had for denying their Consent & Decree 1600.