

heretage he might succeed to as heir, but also that part of the heretage which he had got by Disposition from his father with a burden of a Part of the heretable Debt 23 July 1678. Murray contra Murray. Albeit a Legitim would be competent to one of the younger Children who had got a provision in case from the father, not having to be in Satisfaction of his portion National without any obligation upon him to Collate the lands. The Reason of the Difference is because the Younger Children have Right to a Share of the Moveables by propriety, and the Disposing Land to any of them doth not hurt the Realty by diminishing the Moveable estate, whereas the only ground for admitting the heir to share in the Moveables is that he may not be in a worse Condition than the other Children; which Reason ceaseth if either by Succession or Disposition he be as well provided as they. It being ordinary to provide heirs in their Contracts of Marriage to the whole heretable estate, whereby those Remain No heretable Succession; in that case they executed as heirs by express or legal Estates from perishing of the Moveables, unless they Collate and Communicate to the Younger Children the heretage Disposed to by Anticipation: And it were unreasonable, that heirs who enjoy the far greater part of the heretage by the fathers Dispositions should Communicate an Inconsiderable Remnant thereof, to be allowed to break in upon the Moveable estate, which is the only fund of provision to Younger Children. Here it was not Determined whether the heir was to Communicate the heretage only to the Children legitime or also to the Dead party, whereby the Legacies might not have a Share as well as the Children: But the Lords were clear, that he was not to Communicate to the Dead party, since there being other Children in the family, she suffered no Diminution of her Share of the heirs coming in as one of the Children and Heirs of him. As an heir succeeding to a land estate and Moveable heir, might in order to share in the Execution, not only Contribute and Communicate the whole Moveable heirship, but also the other heretable estate. Several Answers to Dirls Doubt of Collation. This privilege of Collating is competent only to one who is heir by blood or an heir of line and not to an heir of tailzie or provision. Several Answers to Dirls Doubt of Tailzie of Tailzie. One having tailzied to the Heir of his three Daughters, the far greater part of his heretable Estate he was found to be entitled only to the tailzie estate and a third Share of what was untailzied, but also to have a legal Plain to a third Share of her fathers Moveables as one of his Heirs of Line, without being bound to Collate the tailzied estates, because all the Daughters were equally entitled to the Succession of heretage and Moveables. Intestate, and Collation takes only place where the heretage

and Moveables fall by Law to Different persons 19 Novemb. 1720 Ricard contra Ricards. In England the heir at Law, not withstanding any Land that he shall have had by Descent or other wife from the Testator, is to have an equal part in the Disposition with the Rest of the Children, without any Consideration of the Land which he hath in that Manner 22823 Car. 2 Page 1055. 27 The other case wherein an heir of line doth share with the Younger Moveables is, where there is but one Child who is both heir and Executor, which Child is entitled not only to the heretage, but also to the whole Legitim, without Collation of the heretage for Increasing the Heirs Share 12 January 1681 Greater contra Rochard, Testamentary Deeds, the in Legitim, and other Gratuitous Deeds on Death bed. This paragraph in paragraph the heir, to whose prejudice they are not put. Thus provision in a testament that the Executor and Universal Legatee there named should be free of all debt heretable and Moveable, did not oblige the heir to receive any of the whole Debt 14 Decemb. 1664 Lady Colind contra Lord Colind. This a gratuitous Discharge or assignment of Moveables on death bed even by a person solvent, was reduced into force as injudicial to his heir, as creditor to the Deceased, or to the heirs of the heir of Moveable Debt which ought to be satisfied out of the Moveables 27 July 1707 Forrie and Hardie contra Brown and Others 27 Febr. 1683 E. Laven contra Montgomery bid a wife may gift her paraphernalia on death bed to the prejudice of her heirs which are not out other Moveables, subject to his Relief of the Moveable Debt 8 Edm die inter Eggen.

A Wife's Share of her husband's Moveables termed her Partimonio, arising from the Communio of Goods betwixt them since it is that the husband cannot by his Testament or on death bed fraud her of his Share of his Execution 10 July 1628 Cant contra Edgar heir 16. 39 Febr. 1624 ver. ad 18 Moveables Int. 8 & 43. Heir The Provisions of Law to take her own gift debts, Dues, and a husband may in his gift purchase exhaust his whole Moveables by bonds for love and favour to take effect in his life time or after his death fine dole; yet a husband's Moveable gratuitous bond payable after his and his wife's death in case he had no Children of his own body, whereby his whole Execution was exhausted, and the part left to his wife otherwise all to gather unimproved, was found not to affect her legal Share of his Moveables, the granting of which bond appeared to be a fraudulent Contrivance in the husband to exclude his wife from an Interest in his estate 8 Decemb. 1675 Thomson contra Bridlors of Ohio Normal He excluded from her legal Share by the Husband's Gratuitous Disposition to his brother Edmund to whom that he should