

- No 92. *causa fuit ex parte mulieris.* To this was answered, *quod super pendente lite*, she ought to have her expenses off him, *quia de jure Scotiae, maritus est dominus omnium bonorum*, and unto the time the sentence of divorcement was given, she could have nothing by him.—THE LORDS pronounced by interlocutor, that *pendente lite*, she ought to have her expenses, and so modified to her, *per modum provisionis*, the sum of L. 400 to live upon.

*Fol. Dic. v. 1. p. 392. Colvil, MS. p. 282.*

- No 93. 1613. June 8. CLEMENT RUSSEL against THE EARL OF ARGYLE.

IN an action betwixt Clement Russel as donatar to the escheat of Robert Erskine against the Earl of Argyle, the Lords sustained a bond made by Dame ——— Douglas, spouse to my Lord Argyle, containing ——— merks to the said Robert Erskine, notwithstanding the bond was borrowed, and not subscribed by my Lord, and that because her Ladyship was *illustris persona*; and it was offered to be proved my Lord was out of the country the time of the making of the bond.

It was *alleged*, That the Lords decided otherwise against the La. Holyrood-house, viz. they found her own bond sufficient against herself, and not against my Lords heirs.

*Fol. Dic. v. 1. p. 392. Kerse, MS. fol. 64.*

- No 94. 1672. July 10. NEILSON against GUTHRIE and GAIRN.

A husband found liable for clothes bought by his wife after proclamation of banns.

ALEXANDER NEILSON pursues Barbara Guthrie and Mr William Gairn, her husband, and Captain Guthrie, her father, for an account of L. 500 for her wedding-clothes, taken off in his shop. It was *alleged* for the said Barbara, That she was minor, and the furniture was taken off, not only without her father's consent, but contrary thereto, for he did prohibit it, and so being done without consent of her father as curator, or lawful administrator, her obligation was null. It was *alleged* for the father *absolvitor*, because he had expressly prohibited the merchant to give off this ware, and there was nothing to oblige him to furnish wedding-clothes to his daughter, but that he might appoint her to be married in the clothes she had, if he thought fit. It was *alleged* for the husband, That he could not be liable, neither having promised, nor yet been liable for the debt of his wife, which was contracted after proclamation. The pursuer answered, That he offered to prove that the said Barbara was major, and that he did not found upon the father's promise, but that the father having consented to the marriage, and subscribed the contract, was thereby obliged to solemnize the marriage, and to furnish his daughter clothes according to her quality, being a part of his natural obligation: Likeas, the husband was obliged *de in rem verso*, because his wife be-