

No 266. regard she was *vestita viro*, and immediately after dissolution of the marriage, she revoked and intented a reduction, before diligence done at the instance of her husband's creditors.

Act. *Sir Walter Pringle.*

Alt. *Graham.*

Clerk, *Gibson.*

Bruce, v. 1. No 5. p. 7. No 18. p. 24. and No 70. p. 85.

S E C T. VI.

Husband bound to do diligence to recover his wife's tocher,
unless when due by herself.

1625. *June 24.* ERLIE and BURD *against* GORDON.

No 267.

IN a contract of marriage where the husband was obliged to eik so much money to the tocher, and to employ all, &c., the LORDS found, that the husband should be obliged to employ, although the money was no paid, and found his heir debtor therefor, and for the annualrents thereof, from his father's death.

Fol. Dic. v. 1. p. 407. Kerse, MS. p. 65.

1637. *January 18.* WOLF *against* SCOT.

No 268.

A husband was bound to lay out heritably a tocher payable by a third party. Though the tocher was never received by him, his heirs were found liable, but execution was superseded for a certain time, that in the interim diligence might be used for recovering it.

ONE Wolf relict of umquhile Scot Chamberlain of Innerweik having pursued one Scot, brother to her said umquhile husband, as lawfully charged to enter heir to him, to employ to her in liferent the sum of 500 merks, contained in her contract of marriage, and which her said umquhile husband was obliged to do in the said contract; for therein her father was obliged to pay to her said umquhile husband 1000 pounds in name of tocher, whereto her husband obliged him and his heirs to add 2000 merks, making in the whole 3500 merks, and to employ the same to himself and her, and the longest liver of them two in liferent; and the defender *alleged*, that he could not employ that 1000 pounds conditioned in tocher, except that the same were exhibited and paid to him, that therewith he might employ also both the said sum, and the 2000 merks, whereto he was obliged beside it; and the other answering, that the relict was not obliged to pay that sum, and if the sum be not paid, she ought not to be postponed thereby, for the defender or the