

1680. *July 7.* SLOWAN *against* The LORD of BARGENIE.

SLOWAN having charged the Lord Bargenie upon his bond of borrowed money, he suspends upon this reason,—That the true cause of granting the bond was for services to be done to the Lady Clanbrisle, Bargenie his lady; which were never done, but the contrary. Whereupon Slowan having deponed, by commission, that the bond was granted for disbursements and furniture to my lady, truly performed,—at the advising of the oath, it was alleged that the oath making it evident that the bond was granted by my Lord, *stante matrimonio*, for my lady's debt, to which he was only liable *jure mariti*, the marriage being dissolved, he is free; especially seeing he made no profit thereby; in the same way as if he had been decerned, as husband, to pay.

It was ANSWERED, That husbands' bonds are not dissolved as decreets against them *jure mariti*; nor doth the oath prove that the furniture was before my Lord's marriage; for, being during the marriage, my Lord is simply liable, and not *pro interesse*.

The Lords found that the oath proved not; and that my Lord's bonds could not be dissolved by the dissolution of the marriage.

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1680. *July 13.* The KING'S ADVOCATE *against* YEOMAN of DRYBURGH.

The King's Advocate pursues Yeoman of Dryburgh for the avail of his marriage: who alleged Absolvitor, because his father had no ward-land, but was infeft upon an apprising for his security; which did not denude the King's vassal of the fee, but was consistent therewith, as *pignus prætorium*; especially, the appriser having died within the legal. The Lords having ordained the estate and burdens to be instructed, the defender deponed upon his rental; but was not suffered to depone upon the burdens, which his oath could not prove; and the term was circumduced against him, for not instructing his burdens, and for not proving this defence,—That the apprising was extinct by intromission or payment in the defunct's time: so that the defunct died uninfeft; and so his heir could not be liable in a marriage.

The Lords, upon these considerations, modified only two years' rent, acknowledged by the defender's oath.

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1680. *July 13.* ARCHBISHOP of GLASGOW *against* The REPRESENTATIVES of The COMMISSARY-DEPUTE of DUMFRIES.

THE late Archbishop of Glasgow pursues the successors of the Commissary-Depute of Dumfries for the quots of testaments that were confirmed when he was depute; and that, upon the bishop's injunctions to the commissaries, approved of by the King, and recorded in the books of sederunt, bearing this article,—