

the general point, how far private pactions betwixt the contract and the marriage may derogate from the contract. But in this case, as it was circumstantiate, they found it valid, because the wife was not *pauperior facta* by it, and so found it not revocable.

No 304.

*Fountainball, MS.*

1681. *December 1.*      AGNES JOHNSTON *against* ROBERT MELVIN.

FOUND that a husband's contracting of debt, and exhausting his estate, is a tacit revocation of an anterior gratuitous provision made to his wife *stante matrimonio*, which otherwise would be valid after his death.

No 305.

*Harcarse, (STANTE MATRIMONIO.) No 867. p. 246.*

1683. *February.*      HARVEY and SEATON *against* LUMISDANE.

RIGHTS made by husbands to their wives *stante matrimonio*, do not recur to the granters *jure mariti*, if not revoked expressly or tacitly, otherwise the revocation were not a necessary remedy in law.

No 306.

*Harcarse, (STANTE MATRIMONIO.) No 876. p. 248.*

1683. *March.*      HENDERSON *against* SAUGHTONHALL.

FOUND, that moveable bonds taken in a wife's name, or assigned to her *stante matrimonio* by her husband, do not recur back to him *jure mariti*, nor need to be confirmed if not revoked; and that the contracting of a debt by a husband, after a gratuitous deed in favour of his wife, if the husband became otherwise insolvent to pay all, is a tacit revocation of what is so given to the wife, though the act of Parliament 1621 would not reach her, which only provides for the security of anterior debts.

No 307.

*Harcarse, (STANTE MATRIMONIO.) No 875. p. 248.*

1684. *March.*      CRAIG *against* MONTEITH.

ORNAMENTA *morganetica* gifted during the marriage, are not revocable by husbands. They have the privilege of *paraphernalia*, and are not affectable by the husband's debts.

No 308.

*Fol. Dic. v. 1. p. 409. Harcarse.*

\* \* \* See this case, No 44. p. 5819.