

No 31. 1672. July 10. NEILSON *against* GUTHRIE.

A FATHER is not bound to provide his daughter with wedding-clothes, and therefore was found not liable where the wedding-clothes were not furnished upon his faith.

Fol. Dic. v. 2. p. 320. Stair.

. This case is No 94. p. 5878, *voce* HUSBAND and WIFE.

No 32. 1682. November. ALSTON *against* STAMFIELDS.

THE husband's father not liable for goods taken off by the wife during the marriage, while they remained in family with him, in respect he the father had been at considerable charges upon them *aliunde* suitable to their quality.

Fol. Dic. v. 2. p. 320. Harcarse.

. This case is No 215. p. 6007, *voce* HUSBAND and WIFE.

No 33. 1697. November 11. HENDERSON *against* LAFREIS.

IN a reduction of a bond granted by a minor upon lesion, the bond being for marriage clothes, the LORDS found, that what was given to the bride's father imported lesion, and therefore reponed the minor against the same; but what was given to the bride herself, though prior to the marriage, would fall under *communio bonorum*, and make the minor liable *jure mariti*, unless the merchant had followed the father's faith in the furnishing.

Fol. Dic. v. 2. p. 320. Fountainhall.

. This case is No 98. p. 5881, *voce* HUSBAND and WIFE.

No 34. 1698. January 14. HOPEKIRK *against* DAES.

A WIFE and her husband and her father, being all convened by a merchant for an account of clothes, taken off by her while unmarried, a minor, and *in familia* with her father, the LORDS found as follows, viz. *imo*, If she had been *sui juris et mater familias*, at the time of taking on the account, and had wanted a father, then it would have affected herself, and consequently her husband *jure mariti*; but being *in familia* with her father, neither she nor her husband could be made liable for the same; *2do*, That it behoved the merchant to

prove that the things were necessary, and suitable to one of her rank and station, and nowise exorbitant; in which case, they found there was no need of the father's special warrant for furnishing the same; *3tio*, They found it relevant to assoilzie the father, that he proved the furnishing of his daughter sufficiently *aliunde* by paying accounts for her elsewhere to merchants for clothes near the time of contracting this debt; *4to*, They rejected two articles of the account, for a watch and borrowed money, as not necessary nor suitable, (though she was a gentlewoman) unless the merchant would prove the watch yet extant, or that they were *in rem minoris versa*.

Fol. Dic. v. 2. p. 321. Fountainhall.

* * This case is No 336. p. 12428, *voce* PROOF.

No 34.

1730. June.

FERGUSSON *against* MUIR.

The father is primarily liable for wedding clothes furnished to his daughter, upon this *medium*, That he is bound to provide for her; therefore the furnishing is presumed to have been made upon his faith; but the husband is liable *subsidiarie*, because the furnishing must be considered *in rem versum* of his wife, and a debt upon her, and consequently upon her husband by the father's insolvency. See APPENDIX.

Fol. Dic. v. 2. p. 321.

No 35.

1732. November.

SNODGRASS *against* CRAWFORD.

In an action pursued against an apparent heir, brother to a defunct, by a merchant who furnished mournings to the defunct's family, and to the defender in particular, though without any alleged order from him, the Lords found the defender liable; though it was *pleaded* for him, That *qui in funus impendit, videtur contraxisse cum defuncto*, and therefore the defunct's representatives are the persons who ought to be made liable, who in this case was the executor, the defender, apparent heir, no way representing his brother; that the mournings were truly *in rem versum defuncti*, as a part of the funeral expenses, as much as mournings furnished to servants; which was alleged to be the custom of all civilized nations, and of our neighbours in England in particular. See APPENDIX.

Fol. Dic. v. 2. p. 321.

No 36.
Who liable
for mourn-
ings.