

MUTUAL CONTRACT.

1734. July 4.—1735. January 29.

KENNEDY and OTHERS, CREDITORS of WATSON, *against* CAMERON and OTHERS.

A TOCHER being contracted with the bride, and the husband taken bound to infest her in a jointure, and to provide the fee to the issue of the marriage, but instead of performing, having sold the lands and broken; his creditors, as having right to the tocher, pursuing her brother, the Lords found the contract not voided, but found the defence relevant to assoilzie *in hoc statu*. The meaning was, that the brother had right to retain till the contract was implemented to the wife and children, if there should be any, and therefore the creditors could not demand it while the marriage subsisted.

No. 1.

1734. July 27. BARHAM *against* LORD MORDAUNT.

THE contrary (of No. 1.) found where the wife was infest and consented to her husband's disposing her jointure lands: Then she has no preference in her tocher.

No. 2.

1735. January 18.

LUTWIDGE and HIS FACTOR, *against* ARCHIBALD GRAY, and OTHER MERCHANTS in Glasgów.

THE Judge-Admiral found freight due for such part of the cargo as was saved, though damnified, in respect of the freighters intromitting there-with and acknowledging the property; and found them liable for the full

No. 3.
Contract of
affreightment.