

In the process betwixt these parties, on which an interlocutor was pronounced 9th November, two new questions occurred; first, how far the acknowledgment by the wife authorized by the husband binds the husband; 2dly, this being a bond bearing annual-rent, whether the husband be liable for the principal? As to the first, we found the acknowledgment of a fact which was proveable by witnesses emitted by a wife authorized by her husband, or which is the same, by their procurator, was probative against the husband. Arniston thought that the husband is not obliged to allow his wife to depone to his prejudice, yet if without objection he allows her to depone, her oath will bind him. As to the other Arniston thought that this was not to be considered as a debt of the wife's bearing annual-rent, but as a debt that ought to have been paid out of the first husband's executry before Mrs Cassie's provisions. But what satisfied me and others was, that Mrs Cassie had in her contract of marriage conveyed to Mr Cassie her whole effects *per universitatem*, which implied the *onus debitorum*, or which is the same thing, it must be *deductis debitis*,—and therefore we found him liable. (24h January 1738.)

No. 10. 1739, Feb. 8. MRS SINCLAIR *against* CREDITORS of CLUNES.

See Note of No. 11. *voce* ARRESTMENT.

No. 11. 1739, Feb. 23. JEAN and MARGARET GRAY *against* DUNLOP.

See Note of No. 9. *voce* HERITABLE AND MOVEABLE.

No. 12. 1739, Nov. 14. CRICHTON L. CROWDIEKNOWS *against* CREDITORS.

THE Lords found, that the additional provision to the Lady was not remuneratory, and therefore reduced the same *in toto* except in so far as payments had been made to her *bona fide* before 1734. The Lords were also of opinion, that where the succession although not *damnosa* was at least doubtful, and the wife abstained and renounced, that the acquisitions by them ought not to be presumed for the wife's behoof;—but as express back-bonds were alleged to have been granted which might affect the question as to other purchases, therefore they granted diligence before answer for recovering these back-bonds but not for proving eases.

No. 13. 1740, Jan. 11. FRASER *against* HODGE.

THE Lords found that courtesy does not extend to the lands conquest by the wife, but only wherein she succeeded to some predecessor agreeably to the uniform opinion of our lawyers ancient and modern, one decision in 1709, and a case not mentioned in the papers, 15th July 1631, Forbes *against* E. Marshall, (Dict. No. 2. p. 3111) which was not indeed decided, but this was supposed by both parties to be law.

No. 16. 1740, Dec. 5. 1741, Feb. 25. BUCHANAN *against* LADY BARRAFIELD.

IN this question the Lords thought a wife who had an aliment constituted to her by a third party could bind herself personally, so as the debt would affect her and her separate estate after dissolution of the marriage, and that the aliment ceased. I own I was singu-