

1745. *February 19.* MRS FRANCES KERR *against* JOHN YOUNG.

No. 23.

CONTRACT of marriage providing to a wife a share of household plenishing and other moveable goods that should be in the husband's possession at the time of his death or in communion betwixt them, extended to all moveable *corpora*, but not *nomina debitorum* or current coin. *Vide* LEGACY, No. 14.

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1747. *June 30.*

BEATSON of Kilrie *against* MARGARET BEATSON and HER HUSBAND.

No. 24.

THE like case to that of Johnston *against* Captain Napier, (No. 16. *supra*,) happened betwixt Beatson of Kilrie and Margaret Beatson and her husband, her assignee, with the single difference, that Margaret Beatson had no other provision, and the Lords gave the like judgment, 30th June 1747, after we had 19th February 1747 preceding, found it sufficient for the husband to give his own bond. But on a reclaiming bill we altered that interlocutor, and obliged him to find caution.

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1748. *July 16.* ARMSTRONG *against* JOHNSTON.

No. 25.

Two persons became bound in a contract of marriage for the wife's tocher of L.10 sterling, and the husband was to find a cautioner to be bound in case of his predecease to repay L.10 sterling to the wife; but the person proposed did not sign the contract; however the marriage went on; and the husband charged these two persons for payment of the tocher; who suspended because the husband's cautioner had not signed, and so the contract was imperfect. Lord Strichen repelled the reasons of suspension, and found the letters orderly proceeded, the husband finding caution to the wife before extract.—Adhered.

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1751. *February 26.*

MRS FORRESTER, *alias* ELIZABETH SOMMERVELL, *against* BELL.

No. 26

A DEED was executed by a husband dated 28th April 1744, in favour of his wife, to whom he was married December 1743, on the narrative that there