

No 28.

fore the money would have been refused to have been paid in that case to her husband, as in this it is to the factor.

THE LORDS refused the bill.

One of the LORDS *observed*, That Mr Murray being a party to the deed, the factor was appointed with his consent ; and therefore there was no place for all these questions. See HUSBAND and WIFE.

Reporter, Lord Minto.

*Fol. Dic. v. 3. p. 127. D. Falconer, v. 1. p. 64.*

No 29.

A contract, disposing to a wife the half of insight plenishing, household furniture, and other moveable goods, was found not to comprehend *nomina*.

1745. February 19.

MRS FRANCES KER against JOHN YOUNG.

FRANCES KER relict of William Lindsay of Wauchop, writer in Edinburgh, pursued John Young writer there, her husband's executor and trustee, for that by their contract of marriage, he had disposed to her, in case she survived him, ' the just and equal half, and if there were no child of the marriage in life at ' his death, the whole of the insight plenishing and household furniture, and ' other moveable goods that should be in his possession, or in common betwixt ' them the time of his decease, if he should be the first deceiver.

The question was, Whether such *nomina* as fall under the communion between man and wife, were due to the pursuer in virtue of this clause?

THE LORDS found *nomina* not comprehended.

Reporter, Lord Monzie.

Act. A. Macdowal.

Alt. Monrief.

*D. Falconer, v. 1. p. 79.*

1746. December 24.

MARGARET CRAWFORD and COCHRAN her Husband, against HOGG.

No 30.

A wife, in her contract of marriage, renounced all she could claim thro' her husband's decease.—She predeceased him.—Found, that her provisions were in lieu of all claims, whether she survived or predeceased her husband ; therefore, her nearest of kin could not

In the contract of marriage between William Hogg, senior, merchant in Edinburgh, and Anna Crawford, William Hogg became bound to employ 2400 merks of his own money, together with 7000 merks contracted to him in tocher, upon land, or other security, to himself and his spouse in conjunct fee, and to the children of the marriage ; and after certain other provisions with respect to the conquest, and to the household furniture, in the different events of children, or no children of the marriage, there followed a clause of acceptance in these words : ' And which she, with consent foresaid, hereby accepts of in full ' satisfaction of all further liferent, terce, moveables, or any other manner of ' way through her said promised husband's decease.'

Anna Crawford predeceased her husband ; and, after his death, a process was brought before the Commissaries of Edinburgh, against Mr William Hogg junior who succeeded to him, at the instance of Margaret Crawford, sister and near-