

No 139. THE LORDS, on report of the Lord Ordinary, 'found that Mrs Hay was not barred from claiming her legal provision of terce by the bond of annuity above mentioned.'

Lord Reporter, *Branfield*. For Douglas, Heron, and Company, *Blair*. Alt. *Wight*,
Clerk, *Robertson*.

S. *Fol. Dic. v. 4. p. 124. Fac. Col. No 116. p. 181.*

S E C T. V.

Deeds in favour of a Wife or Children, whether presumed in satisfaction of Debts due to him.

1594. February 15. KYLE against LOGAN.

No 140.

Deeds granted in favour of a wife are, in general, presumed to be in implement of claims upon her contract of marriage.

ANE auld man called Kyle pursued ane woman called Elspeth Logan in Restalrig, to infest him in twa acres of land in Restalrig, conform to an obligation made to him be her father, to whom she was aire. It was *alleged* be the defender, That she aucht to be assoilzied, because her said umquhil father, within twa months after the date of the said obligation, infest this pursuer in twa acres of his lands in Restalrig, and sua behoved to be interpret *in duriozem sortem*, and to have been done for implement of the said obligation, unless the pursuer were able to verify another cause thereof; whilk allegiance the Lords fand relevant, albeit the infestment had na relation to the said obligation.

Fol. Dic. v. 2. p. 145. Haddington, MS. No 506.

1611. January 25. COMMON SEAL against TRAIL.

No 141.

In conformity with the above.

A MAN being bound by contract of marriage to bestow a sum of money upon land or annualrent to his wife in liferent, and thereafter conquest an house to himself and her in conjunct-fee; albeit that infestment make no relation to the contract of marriage, yet it will be interpret to satisfy the same *pro tanto*, not according to the price which he gave for the heritage, but as the yearly mail and duty of it may correspond to the profit of the principal sum of the wife's tocher-good, at the annualrent of ten for the hundred.

Fol. Dic. v. 2. p. 145. Haddington, MS. No 2111.