

in general for the sums which might become due to her in virtue of the marriage contract. But the petition was refused.

No 53

Lord Ordinary, *Brasfield*. Act. *Wight, C. Hay*. Alt. *Lord Advocate, Solicitor General*.
Clerk, *Home*.

Fol. Dic. v. 4. p. 18. Fav. Col. No 327. p. 501.

S E C T. IV.

Contract when understood Mutual, when Conditional.

1609. *July*. EARL of MORTON *against* DOUGLAS.

A PARTY having granted bond to another, wherein he binds himself to set a tack of a mill to him, provided he should pay the granter a certain sum at a certain term, the LORDS, at the instance of the granter, reduced the bond for not performance of the condition; and this notwithstanding there was no clause irritant in the bond, and that the party, within ten days after the term, made offer of the money.

No 54.

Fol. Dic. v. 1. p. 597. Kerse.

* * This case is No 78. p. 7256. *voce* IRRITANCY.

1667. *July 18*.

EXECUTORS of the EARL of DIRLETON *against* DUKE of HAMILTON, EARL of CRAWFORD, and Others.

IN August 1645, the Earls of Crawford, Lanark, and several other noblemen and gentlemen, granted bond to the Earl of Dirleton, bearing an obligation therein, conjunctly and severally, to pay ten merks for each boll of 6000 bolls of victual, that should be delivered by Dirleton to James Riddel, or his deputies, the said Earl always obtaining James Riddel's receipt thereupon; which delivery and receipt were to be betwixt and a blank day, and the receipt to be delivered before payment; the term of payment of the price was Candlemas 1646; whereupon Dirleton's executors pursue the subscribers of the bond, who *alleged*, That this bond was clearly conditional, that the victual should be delivered betwixt and such a time, which, though it be blank, yet must be understood to be before Candlemas, which was before the term of payment of the price, and upon obtaining James Riddel's receipt thereof; *ita*

No 55.

A party was bound to pay a sum for every boll of grain delivered by a certain day. This was found to be a conditional bargain, and the purchaser free, because the grain had not been delivered as stipulated.