

1672. February 23. NEILSON against ELIZABETH ARTHUR.

No 184.

ELIZABETH ARTHUR being charged upon a bond granted by herself, suspended upon that reason, That she was clad with a husband the time of the granting thereof.—It was *answered*, She had a *peculium* and estate settled upon her by her father in these terms, that her husband should have no interest therein, but that it should be managed by advice of the friends named by him for the behoof of her and her children; and that the sum charged for was borrowed and employed for her use.

THE LORDS found the letters orderly proceeded.

*Fol. Dic. v. 1. p. 399. Dirleton, No 164. p. 67.*

\*\*\* Stair reports the same case :

NEILSON having charged Elizabeth Arthur, Lady Camnethan, upon a bond granted by her, she suspends upon this reason, that it is null, being granted by her *vestita viro*.—It was *answered*, That she had *proprium patrimonium* constituted by her father, for her own and children's aliment, wherefrom her husband was excluded; and this bond was for furniture to herself and children, and so ought to affect her, and that aliment.

Which the LORDS found relevant.

*Stair, v. 2. p. 77.*

No 185.

1677. November 8. SINCLAIR against RICHARDSON.

THE nullity of a bond granted *stante matrimonio* being objected;—*Answered*, Though it bears borrowed money, the true cause was for marriage clothes.—THE LORDS sustained the bond *quantum in rem versum*, without necessity of a distinct process for the price of the furnishing.

*Fol. Dic. v. 1. p. 400. Stair. Fountainball, MS.*

\*\*\* See this case, No 29. p. 5647.

No 186.

1688. July 6. ROBIN against COUNTESS of SOUTHESK.

A WIFE having got a separate aliment, was found not liable for what was furnished to her before the aliment was constituted, because that was *in rem versum* of the husband; and therefore neither was her promise to pay this furnishing binding on her, being granted *stante matrimonio*.

*Fol. Dic. v. 1. p. 400. Harcarse.*

\*\*\* See this case, No 156. p. 5955.