

No 31. 1672. July 10. NEILSON *against* GUTHRIE.

A FATHER is not bound to provide his daughter with wedding-clothes, and therefore was found not liable where the wedding-clothes were not furnished upon his faith.

Fol. Dic. v. 2. p. 320. Stair.

* * * This case is No 94. p. 5878, *voce* HUSBAND and WIFE.

No 32. 1682. November. ALSTON *against* STAMFIELDS.

THE husband's father not liable for goods taken off by the wife during the marriage, while they remained in family with him, in respect he the father had been at considerable charges upon them *aliunde* suitable to their quality.

Fol. Dic. v. 2. p. 320. Harcarse.

* * * This case is No 215. p. 6007, *voce* HUSBAND and WIFE.

No 33. 1697. November 11. HENDERSON *against* LAFREIS.

IN a reduction of a bond granted by a minor upon lesion, the bond being for marriage clothes, the LORDS found, that what was given to the bride's father imported lesion, and therefore reponed the minor against the same; but what was given to the bride herself, though prior to the marriage, would fall under *communio bonorum*, and make the minor liable *jure mariti*, unless the merchant had followed the father's faith in the furnishing.

Fol. Dic. v. 2. p. 320. Fountainhall.

* * * This case is No 98. p. 5881, *voce* HUSBAND and WIFE.

No 34. 1698. January 14. HOPEKIRK *against* DAES.

A WIFE and her husband and her father, being all convened by a merchant for an account of clothes, taken off by her while unmarried, a minor, and *in familia* with her father, the LORDS found as follows, viz. *imo*, If she had been *sui juris et mater familias*, at the time of taking on the account, and had wanted a father, then it would have affected herself, and consequently her husband *jure mariti*; but being *in familia* with her father, neither she nor her husband could be made liable for the same; *2do*, That it behoved the merchant to