

law gave the husband only right to the wife's moveables, her moveable debts being first deducted.—THE LORDS found, that the wife's moveables, that fall under the *jus mariti*, could not be burdened with the wife's debt but in a subsidiary way, the heritable estate and executry being first discuss and exhausted, in regard they found the husband not liable after the wife's death for her debts, so long as there was any heritable or moveable estate belonging to her representatives, which might satisfy her debts, the *jus mariti* being equivalent to a general assignation of the wife's moveables to the husband, and which could not be quarrelled at the creditor's instance, so long as there was sufficiency of the estate for payment of her debts. Likeways, in this reduction, Leven craved that the disposition in favours of Mr Francis, by the Lady, of the half of her moveables in common betwixt them, and the discharge granted by her, with Mr Francis's consent, to Lauchlan Leslie, ratified by her upon oath while she was in death-bed, might be reduced, in regard these deeds, being done on death-bed, could only be sustained as legacies, and so could not prejudge the heir of his relief of the moveable debts.—THE LORDS reduced these deeds, in so far as they were prejudicial to the heir's relief of moveable debts, and that, notwithstanding of the ratification by the Lady upon oath, which they found only personal, but that it could not bind up her heir from quarrelling of the same. In this process there was likeways a conclusion of declarator, craving the King of Sweden's jewel foresaid to be delivered to the pursuer, in regard the deceast Earl of Leven left it to the family, with the quality, that it should not be alienate.—THE LORDS ordained that jewel to be restored back, but assoilzied Mr Francis from giving back the rest of the jewels, they being *paraphernalia*; and found, that the Lady might dispose thereupon in favours of her husband, and that the same were not subject to the heir's relief, as other moveables were. See TAILZIE.—HEIRSHIP MOVEABLES.—HUSBAND AND WIFE.

*Fol. Dic. v. I. p. 213. P. Falconer, No 54. p. 31.*

1688. July 20.

ROBERT PRINGLE against ELIZABETH PRINGLE and RUTHERFORD.

FOUND, that bonds secluding executors cannot be disposed upon *in lecto*, in prejudice of the heir, more than such as bear an obligation to infest.

*Fol. Dic. v. I. p. 213. Harcarse, (LECTUS ÆGRITUDINIS.) No 661. p. 189.*

1706. July 20.

EDMONSTON against EDMONSTON.

THE deceast James Edmonston gives a bond of provision to Catharine, his daughter, for 5000 merks. She and Mr Steven Oliver, her husband, pursue James Edmonston, her brother, for payment.—*Alleged*, He has raised reduction

No 42.

No 43.

A party, who by a contract of marriage, was bound