

1624. February 28.

CREECH against WALKER

No 29.

Mr ANDREW CREECH sought to have a bond of his of 2000 merks given to Henry Walker in Paris, reduced *ex capite minorennitatis et lesionis*. Excepted, That it was debursed for meat and clothes in his want. Replied, He had sufficient allowance of his father. THE LORDS found the exception relevant, in respect it was done abroad, and far from his friends.

Fol. Dic. v. 2. p. 320. Spottiswood, p. 211.

* * Haddington reports this case :

Mr ANDREW CREECH pursued Walker for reduction of a bond of 2000 merks, as given in his minority to his enorm lesion. It was *excepted*, That it was for furnishing of meat, cloathing, and necessaries in Paris. It was *replied*, That he was sufficiently furnished by his father, and that the bond was null.

THE LORDS, considering that honest men's bairns having spent their furnishing, and being in distress, in foreign parts, coming to factors or countrymen in their necessity, if they get furnishing out of love, the party should not be a loser, found the exception relevant.

Haddington, MS. No 3042.

1672. January 22.

WALLACE against CRAWFORD of Camber.

HUGH WALLACE having furnished certain clothes and furniture to umquhile Mr William Crawford, Camber's eldest son, pursues Camber for payment, as he who was obliged to aliment and entertain his son, and so the furniture was to his advantage and behoof. The defender *alleged*, That albeit a father be obliged to entertain his son in the family, that will be no warrant for any merchant to furnish the son without the father's consent, especially seeing the father offers to declare upon oath, that he gave money to his son to furnish himself, according to the quality and condition of his estate.

THE LORDS found the defence relevant, to be instructed by the father's own oath.

Fol. Dic. v. 2. p. 320. Stair, v. 2. p. 53.

No 30.

A father not obliged to pay a merchant for furnishings to his son, without his warrant, when he had given an allowance to his son for such articles.