

No 334. charged Alexander Blair, the pursuer's cedent, to furnish them, seeing they were not exorbitant, nor furnished *aliunde*; and notwithstanding of the quality adjected by the Lady to her oath, that Alexander Blair promised to take back the silver-lace; seeing it was yet in her hands for these several years; and they held one of his sons as confessed, because he would not depone but with this quality, that it was gifted to him, which is not presumeable, his part of the account being L. 137 Scots; the pursuer, before extract, proving that the prices contained in the account are the ordinary prices that such goods were sold for at the time; which the pursuer having done, and the depositions being advised, the LORDS decerned.

*Fol. Dic. v. 2. p. 239. Fountainhall, v. 1. p. 333, & 349.*

1686. *January.*

MAJOR BUNTEIN and DRUMMELZIER *against* MURRAY of Stenhope.

No 335. A GIFT of marriage for the behoof of the vassal himself being decerned to be communicated to the sub-vassal, upon his paying a proportion of the composition, and the expenses laid out in procuring the same; the LORDS found the composition and expenses relevant to be proved by the pursuer's oath, without necessity of any other instruction.

*Fol. Dic. v. 2. p. 239. Harcarse.*

\*.\* This case is No 16. p. 7763, *voce* JUS SUPERVENIENS.

\*.\* See the like, March 1684, Bruce *against* Fraser, No 82. p. 9226, *voce* MUTUAL CONTRACT.

1698. *January 14.*

HOPKIRK *against* MARY DEAS.

No 336.  
Furnishing to a minor *in familia paterna* of clothes and other necessaries, found not to fall by the triennial prescription, the account being artessed by the minor within the three years.

CROCERIG reported Hopkirk merchant in Edinburgh, *against* Mary Deas, and Mr Alexander Wedderburn her husband, and Mr James Deas of Coldingknows, Advocate, her father, for payment of the sum of L. 241 Scots, as an account of clothes and others furnished to her, and which she had subscribed. The defence for her husband was, I cannot be liable, because he furnished to her before her marriage, when she was minor, and a daughter *in familia*, and had no separate estate of her own; and so her father must only be convened for that; for either the furnishing was necessary, or superfluous; if necessary, it a proper debt, burdening the father; if exorbitant and superfluous, the merchant *sibe imputet quod credidat minori*, and she has *debito tempore* revoked. *Answered.* This being a moveable debt due by the wife prior to her marriage, the husband by the communion of goods, becomes liable for the debt. THE LORDS found, if she had been *sui juris et materfamilias* the time of on-taking of this account, and that she wanted a father, that then it would have affected herself, and consequently her husband *jure mariti*; but being *in*