

1674. *January 21.*RIDPATH *against* YAIR.

No 198.

A wife with consent of her husband sold her lands and bound herself for warrandice and delivery of a progress. These obligations were sustained, though granted *stante matrimonio*.

JANET YAIR being an heretrix of certain tenements, she with consent of her husband disposes the same to George Ridpath, and became obliged for warrandice and delivery of a progress of evidents; and being charged upon these clauses, she suspends, and alledges, that she being clad with a husband, her obligation was null. It was *answered*, that wives being infest in lands, may actually dispoise or burden the same with the ordinary clauses, which are always effectual, as accessory and requisite to the disposition. It was *replied*, that the benefit of this disposition came to the husband, so it was a donation betwixt man and wife revocable; for it was all one whether the wife dispoised to the husband, or to a third party, that he might get the price. It was *duplied*, that the buyer was not to consider who got the price, and that the wife had ratified the disposition after her viduity.

THE LORDS found the wife liable for the warrandice and delivery of the evidents, conform to her disposition.

Fol. Dic. v. 1 p. 400. Stair, v. 2. p. 255.

1703. *February 12.*DEANS *against* ALLAN.

No 191.

A workman having repaired a salt pan while the proprietor was abroad, upon an obligation granted by the wife to whom the liferent of the subject was provided, as a part of her jointure, to put him in possession till he were satisfied out of the profits; in a suspension of a charge on the obligation, after the husband's death, the LORDS found the same null, as granted without her husband's consent.

Fol. Dic. v. 1. p. 401. Fountainhall.

* * * See this case, No. 187. p. 5985.

1717. *January 31.*CLERK *against* SHARP.

No 200.

A wife may effectually pawn her paraphernalia for her husband's debt.

My Lady Sharp, having pawned certain jewels belonging to her as paraphernalia for her husband's debt during the marriage, which she claimed to be restored to her, after the dissolution thereof, alleging, that as a married wife cannot oblige herself for her husband or otherwise, so neither can she pawn her paraphernalia for his debt.

THE LORDS repelled her alledgeance; and found that a wife pawning her paraphernalia, was as effectual as a security given out of land belonging to her in liferent or fee.

Fol. Dic. v. 1. p. 400. Dalrymple, No. 170. p. 236.