or what Quantity of the same. Yea, a Promise made by a Woman clothed with a Husband, to pay a Debt or perform a Deed after his Decease, will not bind her more than a Bond subscribed by her during the Marriage. Spotswood Pratt bt. Husband and Wife. If a Wife's Deed be null, the Husband's Consent and authorizing her ad integrandam personam, as the Lawyers phrase it, cannot support it. 24 December 1709 Anderson contra Cock. Because the Husband's Concurrence can only hinder the Deed to be quarrelled for want of Authority in the Disponer, and doth not supply other Nullities. Such a null Bond of a Wife cannot be made good, by her judicially ratifying the same, and swearing not to controvert it. 8 Novemb. 1677 Sinclar contra Richardson. 18 Feb. 1663 Birsh contra Douglas Gilmoir Decis. 63. Dirlet Decis. 3[illegible]. Yea a man and his Wife having agreed to live separately, and renounced hinc inde what either could claim of other, as if they had never been married; and the Wife having after this Separation bona gratia agreed with her son of a former Marriage to restrict her jointure payable by him: the Restriction of the jointure was found effectual, during the Standing of the Contract of Separation, but to fall with that Contract, and the Husband and his Wife to have Right to the full jointure, how soon the Separation was passed from by mutual Consent, and they came to be reconciled and to cohabite. 12 Feb. 1713 Forbes of Blactoun contra Abernethy of Meyen. Because such a Contract of Separation as contra bonos mores et fidem nuptiarum is reprobated by our Law. 11 Feb. 1634 Drummond contra Rollock. 6 Feb. 1666 Livingston contra Begg. And the Renunciation of the jus mariti by the Contract did rebound and accrue to the Husband. But where one was obliged to relieve a Wife of certain Sums she stood engaged in for her Husband: it was found that the her Engagement was null, and could import no Distress against her who was vestita viro; yet she might forbear to make Use of her Privilege as a Wife, and insist for her Relief. 18 July 1672 Watson contra Bruce. A Wife is free from personal Execution for civil Debt. Stair ibid. §. 22. Which lies only against the Husband whose Person potestate maritali is substitute in Place of the Wife's Person.

A Wife may in some Cases grant effectual Obligations without her Husband's Consent, and in some Cases with it.

She may oblige herself without her Husband's Consent in Relation to Crimes, Trespasses and Offences: which Obligations are created by Law without any direct Consent of the Committer, and termed quasi Obligations or improper Obligations. So a Wife was found liable to a Penalty, thro her failing in Obedience to an Act of a Kirk-Session, injoining her to forbear another Man's Company; which was found to affect her own Means, and not her Husband's. Stair ibid. §. 16. Nor is a Wife exempted from personal Execution by Horning and Caption for criminal Causes. Stair ibid. §. 22. Upon which her Escheat may fall without Prejudice to her Husband. Thus a Wife was subjected to Law borrows [redacted] against her for threatning to burn her Neighbour's House. 8 January 1679 Caption upon in Glasgow Supplicant.

A Wife may with Consent of her Husband grant effectual Obligations and Rights. Thus 1° A Wife having an Aliment settled upon her, and exempted from her Husband's jus mariti, may, with his Consent, grant Obligations to affect her

her or that Aliment, or other peculium. 20 Novemb. 1630 Rutherford contra Halero. 19 Decemb. 1667 Gairns contra Arthur. 23 Feb. 1672 Nelson contra Arthur. But not without her Husband's Consent, because he is her Curator. Therefore a Bond granted by a Wife, without Consent of her Husband was declared nulla: albeit at the Date thereof, she stood impowered by an Act of the Privy Council of Scotland, to uplift and discharge a certain yearly Aliment, the Husband being a simple Man. 15 Novemb. 1705 Duncan contra Forbes Lady Drum. But the common Interests of Wives in Subjects provided to them by Way of Aliment, or with Clauses excluding the jus mariti, being spoke to already, I shall here no farther insist therein. 2° A Wife may with her Husband's Consent dispone or wadset her Heritage, or things whereof she hath any real Right of Property or Liferent, of Land or Annuelrent constitute by Infeftment, or may oblige herself ad factum praestandum, as to infeft any Man in Lands properly belonging to her self. Stair ibid. §. 17. M'Kenzie ibid. §. 12. Because tho she have no personal Estate but what is absorbed by her Husband's jus mariti, her real Estate is not. Thus where a Wife subscribed with her Husband a Contract of Wadset of her Liferent Lands, of which a Back-Sack was granted to him and her the longest Liver, and both were obliged to pay the Back-Sack Duty; her Obligation to pay the Back-Sack Duty was not found null, tho she possessed not the Land and was content to renounce all Right of Liferent she had. 14 Novemb. 1672 Lockhart contra Lady Bute. An Heiress having with Consent of her Husband disponed Lands, her Obligation to deliver a Progress, and warrant the same, was found effectual as accessory and requisite to the Disposition, tho the Price was given to the Husband, whereby it resolved into a revocable Donation betwixt Man and Wife: in Respect the Buyer was not concerned who got the Price. 21 January 1674 Ridpeth contra Yair. An apparent Heiress having granted Bond for a Sum of Money with Consent of her Husband, upon the Creditor's granting a Back-Bond, that he should make Use of the Bond only for adjudging certain Lands whereof the Wife was apparent Heir; the Bond was sustained. 23 January 1678 Bruce contra Paterson. Because by Reason of the Back-Bond it had only the Effect of a Disposition: and as she might have disponed her Heritage expressly, she might lawfully grant an Obligation in Order to have the same adjudged. A Bond being granted by a Man and his Wife jointly and severally for borrowed Money obliging them to pay, and also to infeft the Creditor for his Security in an Annuelrent out of either of their Lands: The Wife's personal Obligation was found null, but her Obligation to infeft sustained. 15 Decemb. 1665 Ellies contra Kieth quia utile per inutile non vitiatur. Which Decision Sir John Nisbet (D. 23) thought hard because it non agebatur that the Wife should dispone her Lands, which she might have done with Consent of her Husband, but that she should be liable to the Creditor, and he infeft in her Land for Security of his Money: and the principal Obligation for the Money being void, the Accessory Security in the Wife's Land, could not subsist. Sir John's Opinion is also