

Land for a Dity for within the Value: The Tach was reduced as granted
contra fidem tabularum nuptialium 16 July 1672 Diff contra Fowler, Jun
if it were otherwise, all Contracts of Marriage, that are much favoured
and privileged in Law might be disappointed and rendered elusory. A
Son a Father obliged himself in his Sons Contract of Marriage to
to him and his Heirs being discharged by the Son behind the Minors
the Contract and the ascending thereof; the Discharge was reduced as
fidem tabularum nuptialium et contra bonas mores 3 Decemb. 1705 y
contra Thompson. A Disposition made by a Man with Consent of his
and Son in Favour of the Children of his second Marriage under
= pillarity, for an anterior ^{former} Cause in their Mother's Contract of Marriage
was reduced to contra fidem tabularum nuptialium: In Respect of
made behind the eldest Sons Contract and his Marriage, where in
Father stood obliged to make his Estate disposed to him the Son to
worth so much yearly out of his other Lands and Estate &c, from
Ing. Mcgaffack off Russos contra Baines. A young Nobleman with
Minor and wanted Landers, having the Day before his Marriage met
a Gentleman's Daughter, privately without the concurrence of his Friends
whom he had engaged to espouse him in the Marriage Treaty, granted
him declaring that he was resolved to enter into a Contract with
young Lady, in which he was to give her a jointure suitable
his Circumstances and the Marriage Portion and earnestly desired
Father to let a Portion of 50000 Marks be provided in the Contract
please his Friends who would have no left, albeit the Father and
= fuge to give more than 40000 Marks, but he obliged himself upon
his Honour to discharge 50000 Marks thereof: 50000 Marks was
= lovingly inserted in the Contract, and Provisions suitable to it given
the Lady and Children of the Marriage. That Obligation to discharge
so much of the Tocky, was reduced at the Instance of the granter
himself upon Minority and Lefion, and as contra fidem tabularum
nuptialium, and the whole 50000 Marks found due. Albeit it was plain
for the Lady's Father, that it being in the Nobleman's Power to ac-
cept the Sum offered without Consent of his Friends, it was only a
piece of voluntary Respect to Henry, that he chused to deal with him
privately rather than to make a publick Struggle. Here no Body
was concerned but themselves two, who came to an Agreement in the
Terms of the Declaration and Obligation at the Time of the Treaty
Dees innovating or altering formerly completed Contracts or Minors
of Contract before the Marriage, may indeed be justly questioned as con-
pacta solalia: But a Deed before the Contract expressing the Terms

in which it is extended and what was truly committed and designed, is a part of the Bargain and qualifies the Contract ab initio, as a Back-bond with a Bond. Which Defence was respected in Respect of this Answer. It was indeed in the Power of the young Nobleman to marry without his Friends, and without a Portion too, if he would: But being he had that Respect for his Friends, as not to dishonour them without them, and they would not comply in other Terms than such as the Son truly fair Dealings required his Lady's Father to have openly refused such Terms, and left him either to reject their Advice and marry without their Concurrence, or to comply with them and break the Marriage 22 November 1711. *See also the purpose in 1052 Williams Reports vol. 1. page 143.* Resolution upon the general grounds of Circumstances being is sustained in Favour even of such as became Creditors after the quarrelled Alienation. Thus a Father's Bond to his Son with an Alienation thereon was received as a covert Contract to disappoint the payment of Debts the grantor resolved to contract afterwards. In respect the Son was not very prudent or cautious from the Son's being perjured and sufficiently provided, but also for that it was no Annulment, and not payable till the Father's Death, and the Son was kept latent; and the Debts were all contracted immediately after the Date of the Bond; which Qualifications argued a collusion Design betwixt Father and Son to ensnare Creditors 12 Feb. 1711. Not a more deliberate and gratuitous Impo- sition to a compound Person was sustained & decided, as the instance of a brother's Lien against the grantor posterior to the Disposition, for a Lease or Debt anterior thereto 28 Feb. 1711. *See also the purpose in 1052 Williams Reports vol. 1. page 143.* A Disposition by a Merchant whose Debt exceeded his free year to his Son an Infant, upon no preceding Negotiation without reserving his own Life rent or a Power to Surrender, was received as granted in favour of posterior Bills resting to Stringent: That were the Grant and Procure of an uninterrupted Trade and Correspondence begun before with the Father who continued to act in his own Name as Contractor, albeit the Son's Employment was published and registered, and rode in a By Way designed to take Infatigable for his Son, and caused mark the Lixing in the Minute Book so, as no Man could know but it was taken for himself both Father and Son being of one Name: The Lords also declared the Father infamous for so great a Fraud 2 July 1673 Street and Jackson contra Mason. Because the allowing of Rights of that Nature in Favour of Children during the Dependence of such a continual Trade would ruin all Commerce, and no Merchant could safely give any Trust. Before a current Trade is very privileged in our Law: For to say no more, a current Account doth not as other Accounts prescribe in three years: And the Father's Disposition to the Son could admit of no other Construction but that of an unjust Design to cheat Creditors. A Disposition was found reducible upon this Reason, ~~that~~ that it was granted without an obvious Cause to a Brother in Law, with a Design to defraud such as the grantor was carrying over a Trade with 2d November 1689.

Supreme Court of the State of New York
 In and for the County of Westchester
 ss. I, the undersigned, Clerk of the said Court, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of the said Court.
 In testimony whereof, I have hereunto set my hand and the seal of the said Court at the City of New York, this 22nd day of June, 1916.
 Clerk of the Court.

in Favour even of such as became Creditors after the quarrelles. Utinam. Thus a Father's Bond to his Son with an Imputation thereon was reduced to a credit. Contrivance to disappoint the Payment of Debt the grantor resolved to contract afterward. In respect the Son was not any preudence gratuitous from the Son's being forsworn and sufficiently provided; but also for that it did not Annulment was not payable till the Father's Death, one Year then was kept latent; and the Debt was all contracted immediately after the Sale of the Bond; which Qualifications argued a collusive Design to cheat Creditors. To ensnare Creditors 12 Feb. 1673 not diversa delenda. A gratuitous Imposition to a compound Person was sustained & decided, at the instance of a creditor of Secret against the grantor prior to the Satisfaction for a Trust. or Debt under & before 28 Feb. 1673 Cathcart contra grant. A Disposition to a Merchant whose Debt exceeded his free year to his Son an Infant, upon no preceding Imputation without reserving his own Life and a Power to surrender, was reduced as granted in favour of posterior Debt reding to Strangers. That were the Result and Product of an uninterrupted Trade and Correspondence began before with the Father who continued to act in his own Name as Creditor, albeit the Son's Imposition was publick and registered, and rose in a By Way required to take Imposition for his Son, and caused mark the Fixing in the Minute Book so, as no Man could know but it was taken for him self both Father and Son being of one Name. The Lords also declared the Father ingenuous for so great a Fraud 2 July 1673 Street and Jackson contra Nelson. Because the allowing of Rights of that Nature in Favour of Children during the Dependence of such a continued Trade would ruine all Commerce, and no Merchant could safely give any Trust. Before a current Trade is very privileged in our Law. For to say no more, a current Account doth not as other Accounts prescribe in three years. And the Father's Disposition to the Son could admit of no other Construction but that of an unjust Design to cheat Creditors. A Disposition was found reducible upon this Reason, that it was granted without an overous Cause to a Brother in Law, with a Design to defraud such as the Grantor was carrying over a Trade with 28 November 1673

