

No 60.

a specification of the subjects in an inventory was absolutely necessary to make a contract of this nature effectual; for that although an actual and visible estate belonging to the wife might by an antenuptial contract be secured against the husband's *jus mariti*, a general stipulation that so much money should belong to her, would be liable to much abuse. But all agreed, that every thing in the possession of the wife must be presumed to be the husband's till the contrary was established, and that this presumption was not removed by his having formerly obtained a decree of *cessio bonorum*.

THE LORDS assolizied the defender, and found the pursuer liable in expenses.

Lord Ordinary, *Dreghorn*.
Clerk, *Menzies*.
D. D.

Act. *William Robertson, Cha. Hope.*

Alt. *John Dickson.*

Fol. Dic. v. 3. p. 279. Fac. Col. No 19. p. 38.

DIVISION II.

Extent of the Husband's liability for the Wife's debts contracted before Marriage.

SECT. I.

Personal debts.—Annualrent of heritable debts.—Liable for heritable debts *in quantum lucratus*.

No 61.

1613.

HERIOT *against* WATSON.

IN a removing pursued by Helen Heriot, and Sir John Arnot her spouse, against Joan Watson, relict of umquhile William Small, the LORDS found, that the promise made by the said Helen, *tempore viduitatis*, might not be proved by her oath in prejudice of her husband.

The like found between the L. of Clardingston and the L. of Hordingston; and between the E. of Glencairn and Fenton.

Kerse, MS. fol. 64.