

or by other Persons, when the Husband is ignorant of the Fraud. For altho' the Dowry may be given fraudulently by those who Endow the Wife, yet the Husband who receives the Dowry in a valuable Consideration and who without the Dowry would not have engaged in the State of Matrimony, ought not to lose it (L. 29. §. 1. in fin. ff. quae in fraud. trad. Cont. if the Husband was a Partaker in the Fraud, he may be made accountable for what concerns his own Part according to the Circumstances d. §. 1. pr. l. 14. in fin. ff. cod. Whereas a Right by a Statute, his Son in Law for his Wife's Father, should be esteemed a Son only in so far as it is a suitable Father for such a Son's Daughter, or suitable to the jointure given by the Husband. A jointure is a Wife's interest in so far as it is due to the Husband's Fortune and the Wife's Father 10 Novemb. 1665. Watcomb contra Burt 19 January 1670. Standfield contra Brown. The Provision to a Wife in her Contract of Marriage of a certain Share of the Husband's Moveables doth so make her Creditor, that he cannot or Deceased or gratuitously dispose her when Moveables designedly to exclude her. But he may bona fide in Siege p'ceder dispose for a probable Cause, or may even gift any particular Thing. One having provided his Wife in their Contract of Marriage a jointure, who being a son in Law of a Male Lord of the Marriage happened to survive the Husband, to renounce and quite in his Favour a Part of the jointure with his Quality that if he died fore his Mother she should return and be in her own Place again. The Lord thought that such Provisions in Contracts of Marriage should not be sustained to the Prejudice of Creditors; in Respect of Fraud which might be used by granting exorbitant Life-rents to Wives with Provision of Restriction in Favour of the Dowry. So that such a Provision was to be considered as flowing from the Fraud and reducible or affectable by a Declarator 20 June 1668. Martin of ~~Dorset~~ contra Forquhar.

If the Cause be onerous, but not adequate to the Value of the Thing disposed, will stand in quantum onerous and be reduced only as to the superfluous Value, which the Disposer is obliged to make up 17 January 1632. Stone contra Beaton 18 Novemb. 1669. Henderson contra Anderson. Because Law doth not reprobate such nations absolutely, but only in so far as they are to the Prejudice of Creditors. Which is suitable to the Analogy of Law in other Cases. For in the Civil Law, an Obligation for more than the legal Annual-rent, was a good Title for so much as Law allowed l. 29. ff. de usur. And an unrequited Donation of a greater Sum than 500 Crownes, was effectual pro tanto l. 34. pr. l. 36. §. ult. C. de Donat. q. 1. out Law Tacks set by inferior Beneficiaries for more than the allowed space of three Years, are valid for so long 18 July 1668. Johnston contra ^{Contra} Houdouin. And no holograph Writ for Sums exceeding 100 Pounds is good unless it be signed by the Party, or by two Notaries whose he cannot write Act. do. Par. 6. §. 6. and Witnesses cannot prove any Debt in Money above 100 Pounds: Yet 100 Pounds of a greater Debt may be sustained tho' not so formally signed, and may be proved by Witnesses 7 July 1629. Wallace contra Muir. But then albeit a Right for an onerous Cause tho' not equivalent, may be supported by the Receiver's making up what is wanting: Yet an Offer from the Defender in a Reduction

of a Right purely gratuitous, to give Value for it was not sustained January 1680 L. Glenforquhar contra Falconer's Lady.

The Cause of granting Rights to conjunct or conjunct Persons must not only be onerous, but also must be just and such as Law allows of. Therefore a Disposition for Payment of Money lost at game, or a Disposition of Surplus Languish, made in satisfaction at the instance of the grantor's Creditor, as wanting a just and onerous Cause, is so far as it was made for a Cause upon which Law doth not sustain Action.

As the Cause must be just and onerous, so it must be necessary. Therefore a Disposition to a conjunct or conjunct Person even for a true Price paid by the venditor to frustrate his Creditors by marching off the Kingdom with the Money might be questioned upon the 14th 1625 if the Disposer's fraudulent Design was known to the Purchaser. A Notion Bankrupt's Disposition of all his Estate to his Uncle for Payment of several Creditors to whom he then owing him Money was reduced at the instance of a Creditor who had done no Diligence, that the whole Creditors might have Access to the Estate according to their Sums and Diligence as if the Disposition had been made for the Payment of all proportionally. Because so many Diligences were up against the common Debtor, he the Purchaser was in a necessary Necessity to undertake the Payment of them, he had to the Disposer of them, and the Disposer could not gratify or prefer one as he pleased. See Decisions 1673 L. detours contra L. Linsinger contra Mearns pag. 1000. But it is not clear if an Inhibition will not militate against a Disposition that the inhibited Person was before specifically obliged to grant to a conjunct Person, and actually accept of a Disposition from a Bankrupt in payment of the grantor's Diligence inferior to any Diligence of other Creditors as the necessary Cause.

If any third Party not Partaker of the Fraud acquires lawfully the Thing alienated from the first fraudulent Receiver for a just Price, or in Satisfaction of lawful Debt, the Right made to him shall stand good Act 18. Par. 23. §. 6. For Redhibition lies only against such as either pay not an adequate Price, to the first fraudulent Receiver or interposed Person, or are Partakers of the Fraud i.e. knew that the grantor and Receiver of the first Disposition were conjunct or conjunct Persons, or that the said first Conveyance was made to defraud Creditors. A Disposition to an interposed Person bear Love and Favour; a singular Successor for an onerous Cause is presumed to have been posticeps fraudis, tho' the Right hath been handed down to him thro' several Purchasers 6 Feb. 1672. May contra J. = trison. And if the Conveyance to a third Person mention the Blood Relation between the interposed Person and his Author, or if he knew it, Law will be no more favourable to him, tho' purchasing for an onerous Cause, than to the interposed or interposed Person. But will oblige him to prove the onerous Cause of the first Right made in Favour of the conjunct Person his immediate Author 24 January 1680 Crawford contra Per. And the Creditors of a conjunct Person to whom a Disposition bearing for certain Sums of Money was made by his Brother in Law mentioning their Relation, having adjudged the Disposition, were found to be in no better Condition than the conjunct Person their Debtor, and