*N. 1. A man having married a Tobacconer who, after she was possessed had bought 12 Hogsheads of wine and broke some part of it before the marriage, and some after during the space of four months only that she lived with her Husband; and the Husband immediatly after his wifes death having caused the magistrates inbond the Remainder of the wines, and without further meddling delivered the keys of the Cellar to them: The Husband was not found liable to the Seller of the wines for any part thereof broke before the marriage or for what remained unsold after his wifes death, but only for what was sold during the marriage he having lucrandus thereby. Because by dissolution of the marriage within year and day the property of the wines returned to the wifes Heirs by reason of Kin, and the Husband had no Interest therein but in Regard there were other wines in the Cellar bought from other persons the Husband was burdened to prove what quantity was sold before the marriage and what remained at his wifes death or otherwise to pay the price of the whole, it being his part to know that matter of Fact more than the Merchant who was a Stranger 25 November 1668 Andrew contra Carse.

*N. 2. Tho' a contract of marriage becomes void as to the Tocher & joinalure given to the Husband and wife by dissolution of the marriage within year & day, yet it stands good as to what is therin done in favour of third parties, whose rights cannot be taken from them. Thus a wife who in her contract of marriage renounced and discharged an hereditable sum owing to her in favour of the Debtor, upon his granting a new hereditable security for it of the same Date to her Husband & Heirs = lyng dyed within year and day: The Discharge granted to the Debtor was not voided by dissolution of the marriage notwithstanding now the Husband & heir was found to continue inobaled by the new security granted to the Husband and he only personally obliged to restore the sum in that new security to his wifes Executors and not to her Heir; the money being rendered no less moveable quoad her by this Discharge & new security than it would have been by a Requisition or Charge during the marriage 11 December 1668 Scot contra Aitoun.

*N. 1. Lord Mr Geo Lockhart Johnston Merchants obliging to the payment of Bills in orders do not prove unless such Bills or orders be produced: It being the ordinary course among Merchants to interchange Bills & Bonds without any other Diligence not taking notice of their Masters obligation to such Bills or orders which they cannot be supposed to Remember 20 July 1670 Executors of Hamilton contra Executors of Reid. Ord. Vol. 1 pag. 1129. & 1143.

*N. 2. A Mr Gibb Letter from one Scotch grave at Lisbon to another at Edinburgh wherein he desired to instruct his Receipt of 100 pounds sterling sent him by the other to buy Furniture, which the Letter was not Holograph nor Subscribed Merchants: The Judges resolved to be of opinion that the same upon comparing the Letter uncontradicted Subscriptions of the person who sent the Letter, and the person to whom it was addressed making faith of the Writ; Letter ordered to be received from the foreigner to prove for which he 28 February 1671 & Northesk contra &c. Mr Gibb a Letter was not found sufficient for want of solemnity and not beginning the order tho' not Holograph but 12 July 1632 Ramsay and the Gr pynnon & Edgar contra Mr Gibb was found to bear faith in like Date: in like the person who quarrels it ingrosses the same or otherways take it away. 12 February 1629 Lord Eglis grad & Boquhan & Livingstone.