

* N. 1. An attainted person who had granted bond to one for money laid out by him at his desire being sued for payment, pleaded that the obligation granted by law to the pursuer was in Law void, and could neither afford action, nor be received as Evidence in any Court. Because the pursuer was by Reason of his Attainder under an Incapacity to contract or bind himself to pay money. It was Answered that Attainted persons were under no Incapacity to contract or bind themselves. The Law says indeed that no person after he is convicted or Attainted for high Treason can by deed or contract alienate to the prejudice of the Crown: but nothing renders him incapable by contract or any other way, the fact acquired will go to the Debt. Therefore as no person contracting with a man attainted could object his Attainder to save him from performance, far less is the objection competent to the Attainted person himself. The Lords, without determining the General point, whether an Attainted person was capable to contract, found that there lay a personal objection against the Defendant objecting his Incapacity to contract. 24 December 1725. Jacob Gomes Serra contra Robert Salt' Earl of Cavenish. Sid. vol. 1. pag. 1281. 885.

* N. 1. A Husband possessing his wife's lands by the courtesy is liable to pay the current Debts of her personal as well as real Debts to the Creditors of the House he enjoyed by the courtesy. 3 January 1716 Anna Montleith contra her next of kin and creditors. Because her Husband did not only enjoy a life interest of his wife's Inheritance, but also any Honour and Dignity of the Family belonging to her and withal in part of the real and all other privileges that would have belonged to her had she been a Male. So that he who represents his wife's Family, should in Reason and Equity, stand it as he got it. And if it were not so, the Estate might be sunk by Diligence for personal Debts. Hence Sir John Steno (Annot. in cap. 2 Reg. Majest.) calls the courtesy *forma curiam acquiritur* successions a kind of exception and not a proper preference. Because it subjects the Husband to the payment of all current debts but does only where there is no direct fund or dole out of which or by which the same may be paid. For Relief is competent to the Husband against Creditors or other Heirs or Interees to any part of the wife's Estate heretofore or to be which he had no Right to by the courtesy. *Podandis, Inter p'dom.*