

settlement, his Lordship was infeft in these lands; and by a contract in the English form, of same date with the above settlement, his Lordship's estate in Northumberland is vested in trustees, for securing payment of the said L. 700, in aid of the security on the Scots estates. Lord Cranston being deeply in debt, the lands of Crailing and Wauchope were judicially sold for behoof of his creditors; but in the ranking, Lady Cranston stood preferable for payment of her annuity, and the purchaser was decerned to retain L. 14,000 of the price to answer that annuity. In 1770, Lord Cranston prevailed on his wife to execute a deed, whereby, with consent of her husband, she agreed to renounce her annuity out of the Scots estates, and betake herself to her security on the English property, on this ground, that his Lordship's creditors had consented in that case to give up all their accumulations, and accept of their principal sums, interest and expenses, in full of their demands. Lord Cranston dying in 1771, his widow married Mr Lade; and a claim was now made by both to be ranked on the price of the Scots estates, as unaffected by the foresaid deed of renunciation, which, being a donation *inter virum et uxorem stante matrimonio*, could not be effectual.—THE LORDS found, That in the circumstances of the case, the deed of renunciation by Lady Cranston was binding upon her and her husband, for his interest, and that she was bound to implement it.

This decision was reversed on appeal. See APPENDIX.

*Fol. Dic. v. 3. p. 287.*

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### SECT. III.

#### Postnuptial Contracts.

1664. November 22. M'GILL against RUTHVEN.

A POSTNUPTIAL contract of marriage is not reducible as *donatio inter virum et uxorem*.

*Fol. Dic. v. 1. p. 410. Newbyth.*

\* \* \* See this case, No 77. p. 5696.

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