

1710. February 3. LD. AIRTH *against* HAMILTON of Grange.

No 20.

A CONTRACT of marriage bearing to be with consent of the bride's father and mother, and narrating, 'that the bride brings with her, likeas her father and 'mother do give with her, obligations amounting to the sum of, &c.' was found effectual in an action for the jointure after the husband's death, though the bride's father did not subscribe the contract, nor did it appear that he had paid the tocher.

Fol. Dic. v. 1. p. 562. Forbes.

*** This case is No 272. p. 6066, *voce* HUSBAND AND WIFE.

1727. January 6. HOPE *against* CLEGHORN.

No 21.

CLEGHORN brewer, made a bargain for victual in Cave's name, and his own, with Sir Alexander Hope of Kerse, and these two signed the contract, leaving room for Cave's subscription, who was absent. Cave refusing to accede, and Sir Alexander insisting against Cleghorn for performance, the LORDS found that the pursuer was not bound by the contract, which remained an unfinished deed as wanting the subscription of one of the parties contractors, and as thereby he had *locus poenitentiae*, the same must be also competent to the defender. *See APPENDIX.*

Fol. Dic. v. 1. p. 562.

1735. January 29. BOGLE *against* HERITORS of SANDYHILLS.

No 22.

THE heritors concerned in a common property having agreed to submit the division thereof, the decree arbitral following thereon was found null, in respect one of the heritors, though submitting with the rest, had not signed the submission; and it was found also, this defect being objected to by one of the subscribers, could not be supplied by his posterior ratification of the decree arbitral. *See APPENDIX.*

Fol. Dic. v. 1. p. 562.