THE LORDS repelled the reason, in respect of the answer. No 25.
This was thereafter stopped, to be further heard.

Stair, v. 1. p. 302.

1668. *July* 21. PATON *against* PATON.

No 26.
In a son's contract of marriage, the father disponed to his son his estate, and was to receive the tocher, in satisfaction of the debts on the estate, and for provisions to his other children. A bond which his son privately granted to him before the marriage, was reduced at the wife's instance.

PATON, in his son's contract of marriage, dispones to him his estate, and the tocher was payable to the father. After the contract, and before the marriage, the father takes a bond of 2800 merks from his son. The wife and her brother pursue a reduction of this bond, as fraudulent, et contra bonos mores, et contra pacta dotalia. It was *alleged* for the father, That he might very lawfully take a bond from his son, for provision of his children after the contract, and before the marriage, having infeft his son in his whole estate, which was worth 1000 merks yearly, and getting but 2500 merks of tocher, and having some debt, and many children. It was *answered*, That the estate was not worth 600 merks of rent, and the father's liferent of 400 merks reserved; so that the annualrent of this bond would exhaust the remainder, and they would have nothing to live upon.

THE LORDS having considered the contract and allegeances, thought that it was not sufficient to annul the bond, that it was after the contract, and before the marriage, if there was any reasonable cause; therefore, and before answer, ordained the communers at the marriage to be examined, whether it was communed and agreed, that the tocher should be accepted for satisfaction of the debt and bairns portions; and they having deponed *affirmative*,

THE LORDS reduced the bond, as contrary to the communing at the contract of marriage, the estate being very mean.

Fol. Dic. v. 2. p. 21. Stair, v. 1. p. 555.

1680. *January* 23. HOME *against* HOMES.

No 27.

IN a contract of marriage, the wife having a power, in case of no heirs of the marriage, to make her tocher return to what person she should appoint; and she having named her husband, this nomination was sustained, though done after the contract, and before solemnization; because, this was not impinging upon the contract, but only exercising a faculty given by the contract.

Fol. Dic. v. 2. p. 23. Stair.

*** This case is No 304. p. 6093. *voce* HUSBAND AND WIFE.