was not *paraphernalia*. 3dly, The Lords found that she could not sell or pledge her *paraphernalia* without her husband's consent. The Lords were divided in their opinion in this last point because of the decision 1711 on one side, and the QUON. ATTACH. Cap. 21. on the other side, and the grounds of law as in the case of minors. I thought that *paraphernalia* of great value ought not to be pledged without consent of the husband, but that things of small value might, as in the case of minors, and that it depended upon the value and circumstances of the parties;—but it carried that they cannot be pledged.

No. 5. 1735, Feb. 1. A. *against* B.

See Note of No. 1. *voce* HORNING.

No. 6. 1736, Nov. 4. 1737, Feb. 16. MRS SINCLAIR of Brabster *against* SINCLAIR of Barrack.

THE Lords found the disposition to the defunct by her husband which was in satisfaction is not binding on her executors.—11th January 1737 The Lords altered; to which they adhered 16th February 1737.

No. 7. 1737, Jan. 20. FOSTER *against* FERGUSON.

THE Lords adhered to the interlocutor finding no *præpositura* to the wife to borrow money, for they thought the lawyer's mistake in constructing the witness's deposition could not bind his client, though they seemed to think if it had been proved that the husband gave his notes or obligations to this very pursuer for money lent, it would have at least bound him to the pursuer.

No. 8. 1737, July 5. CUMING *against* CUMING.

I REPORTED a case for advice of an impignoration of a gold watch, chain, and hook, part of Mrs Cuming's *paraphernalia*, made by her husband about six months before his death when he was proved to have been in great straits, and so continued till his death, upon a loan of money; Whether the wife's consent ought to be presumed, because of his and his family's circumstances, she not having complained while he lived? The Lords thought in general that the husband's possession of his wife's *paraphernalia* is not sufficient to enable him to dispose of or impignorate them, but in this case because of the circumstances they sustained the impignoration.—July 16, Adhered.

No. 9. 1738, Jan. 24. MARY DICK *against* MR CASSIE and HIS WIFE.

THE Lords (8th November 1737) found it proved by the contract of marriage and disposition that the bond libelled did then exist, and found that the defender having without order of law or inventory intromitted with the defunct's repositories, it is presumed that she embezzled and abstracted the said bond, and therefore repelled the defence and found the defender liable. 17th November Adhered, and refused a bill without answers.